

# CITY COUNCIL

1520 AVENUE K



DATE: 11/11/2013  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Denise Peckham, Associate Pastor  
Christ United Methodist Church  
PLEDGE OF ALLEGIANCE: American Legion Post 321 Honor Guard

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>PROCLAMATION: November 11 is Veterans Day and we take this opportunity to honor all service men and women and the many City of Plano employees who have served in the military.</p> <p>SPECIAL RECOGNITION: The Salvation Army and Red Kettle program are being recognized for their work throughout the year to help those in need.</p> <p><b><u>OATHS OF OFFICE</u></b></p> <p><b><u>Photographic Traffic Signal Advisory Committee</u></b></p> <p>Mark Boike</p> <p><b><u>Planning and Zoning Commission</u></b></p> <p>Michael Mansfield</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>CONSENT AGENDA</u></b>  <b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p> <p><b><u>Approval of Minutes</u></b>  (a) October 28, 2013</p> <p><b><u>Approval of Expenditures</u></b>  <b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p> <p>(b) Bid No. 2013-294-B for Uninterruptible Power Supply Systems for Public Works and Police Department to Paradigm Traffic Systems, Inc. in the amount of \$71,400 and authorizing the City Manager to execute all necessary documents.</p> <p>(c) Bid No. 2013-287-P for the Hauling of Construction Debris Requirements Contract with three (3) City optional renewals to Braxton Transportation, LLC in the amount of \$178,600 and authorizing the City Manager to execute all necessary documents.</p> <p>(d) Bid No. 2013-393-P for the Concrete Sidewalk Requirements Contract with two (2) optional renewals, Project No. 6356 to Ti-Zack Concrete Inc. in the amount of \$458,304 and authorizing the City Manager to execute all necessary documents.</p> <p>(e) Bid No. 2013-394-B for Water Main Rehabilitation – Huntington Park – Timbercreek Estates to SYB Construction Co., Inc. in the amount of \$1,858,469 and authorizing the City Manager to execute all necessary documents.</p> <p>(f) Bid No. 2013-384-B for the Residential Concrete Pavement Rehab Project Zone I6 South, Project No. 6324 to 2 CMD Inc. in the amount of \$2,197,029 and authorizing the City Manager to execute all necessary documents.</p> <p>(g) Bid No. 2013-407-C for a one (1) year contract with three (3) optional one-year renewals for the purchase of Utility Meter Transmission Units for Customer and Utility Services to HD Supply Waterworks, LTD. in the estimated annual amount of \$139,719 and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b>Approval of Expenditure</b></p> <p>(h) To approve an expenditure for the purchase of GIS software maintenance from Environmental Systems Research Institute, Inc., a sole source provider for the City of Plano Planning Department for an annual contract with three (3) City optional renewals in the total estimated annual amount of \$57,600 and authorizing the City Manager to execute all necessary documents.</p> <p>(i) To approve the purchase for a health care consultant for transparent pricing and quality metrics through an existing annual contract with renewals, to be utilized by Human Resources, in the estimated annual amount of \$225,000 from Lift Account, LLC d/b/a Compass Professional Health Services through City of Frisco (Contract No. 1303-035) and authorizing the City Manager to execute all necessary documents.</p> <p>(j) To approve the purchase of implementation, licensing and annual software maintenance support for the Utiligy 360 - Enterprise Utility Management product from the sole source provider, Denovo Ventures LLC, in the first year amount of \$622,702 with four (4) City optional renewals, in the estimated annual amount of \$41,712 and authorizing the City Manager to execute all necessary documents.</p>	
	<p><b><u>Adoption of Resolutions</u></b></p> <p>(k) To approve the terms and conditions of a Second Amendment to Employment Agreement by and between Bruce D. Glasscock and the City of Plano for City Manager services; authorizing its execution by the Mayor or his authorized designee; and providing an effective date.</p> <p>(l) To approve the terms and conditions of funding agreements between the City of Plano, Texas and various special event organizers; authorizing their execution by the City Manager and providing an effective date.</p> <p>(m) To approve the terms and conditions of funding agreements between the City of Plano, Texas and various arts organizations; authorizing their execution by the City Manager and providing an effective date.</p>	
	<p><b><u>Adoption of Ordinances</u></b></p> <p>(n) To abandon all right, title and interest of the City, in and to a portion of that certain 0.274 Acre Drainage Easement, recorded in County Clerk's File No. 20121229001655090, of the Official Public Records of Collin County, Texas and being situated in the A. M. Hetfield Survey, Abstract No. 432, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, TOG Development I, LLC, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(o)	<p>To abandon all right, title and interest of the City, in and to a certain Temporary Drainage Easement described in Instrument No. 20060124000095110, a 20' Drainage Easement described in Instrument No. 2005-0005624, and a Fire Lane, Access and Utility Easement, described in Instrument No. 2005-0005622, of the Official Public Records of Collin County, Texas and being situated in the Martha McBride Survey, Abstract No. 553, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the abutting property owner, CRP-GREP PLANO OWNER, L.P., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</p> <p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p> <p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	<p>Public Hearing and consideration of Ordinances requested in Zoning Cases 2013-22 through 2013-27 all of which are limited to the repeal of certain Specific Use Permits for Private Clubs. The following ordinances are proposed to be repealed which, if approved, will result in the rescission of the Specific Use Permit for an additional use of a Private Club and the applicant is the City of Plano.</p> <p>(a) Zoning Case 2013-22 - To rescind Specific Use Permit #11 for Private Club on 0.1± acre located on the west side of U.S. Highway 75, 800± feet north of Parker Road. Zoned Corridor Commercial with Specific Use Permit #11 for Private Club.</p> <p>(b) Zoning Case 2013-23 - To rescind Specific Use Permit #18 for Private Club on 0.1± acre located 400± feet west of U.S. Highway 75 and 350± feet south of Parker Road. Zoned Corridor Commercial with Specific Use Permit #18 for Private Club.</p> <p>(c) Zoning Case 2013-24 - To rescind Specific Use Permit #25 for Private Club on 0.1± acre located on the west side of U.S. Highway 75, 130± feet north of Chisholm Place. Zoned Corridor Commercial with Specific Use Permit #25 for Private Club.</p> <p>(d) Zoning Case 2013-25 - To rescind Specific Use Permit #31 for Private Club on 6.5± acres located at the northeast corner of Central Parkway East and Haggard Street. Zoned Corridor Commercial with Specific Use Permit #322 for Arcade and Specific Use Permit #31 for Private Club.</p> <p>(e) Zoning Case 2013-26 - To rescind Specific Use Permit #51 for Private Club on 0.1± acre located 260± feet north of Parker Road, 1,200± feet west of U.S. Highway 75. Zoned Corridor Commercial with Specific Use Permit #51 for Private Club.</p> <p>(f) Zoning Case 2013-27 - To rescind Specific Use Permit #42 for Private Club on 0.1± acre 180± feet west of Independence Parkway, 380± feet south of Parker Road. Zoned Retail with Specific Use Permit #42 for Private Club.</p> <p>All locations are located within the City of Plano, Collin County, Texas, and the repeal of each ordinance will amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: City of Plano</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/11/2013		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PROCLAMATION: Today is Veterans Day and we take this opportunity to honor the all service men and women and the many City of Plano employees who have served in the military.				
<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	



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COUNCIL AGENDA ITEM**

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<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/11/2013		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
SPECIAL RECOGNITION: The Salvation Army and Red Kettle program are being recognized for their work throughout the year to help those in need.				
<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 2013**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem  
Pat Miner  
André Davidson  
Patrick Gallagher  
David Downs

**COUNCIL MEMBERS ABSENT**

Jim Duggan

**STAFF PRESENT**

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

Mayor LaRosiliere called the meeting to order at 5:02 p.m., Monday, October 28, 2013, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071 and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 5:45 p.m. in the Senator Florence Shapiro Council Chambers.

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

Planning and Zoning Commission

Upon a motion made by Council Member Gallagher and seconded by Council Member Miner, the Council voted 7-0 to appoint Michael D. Mansfield.

**DART Report**

DART Board Member Paul Wageman spoke regarding the new policy on contract services for non-member cities including coverage of fully allocated costs and access fees if there are more than 30 trips per hour. He advised that contracts may be in place for 24 months without limitation or additional responsibility. He spoke to development of a service plan and 20-year financial plan (50/50 split) by the end of 36 months.

Mr. Wageman stated that the maximum contract term would be 48 months unless the municipality conducts a successful election to join DART. He reviewed discussions held with the City of Allen, after which the city began negotiations with the Texoma Area Paratransit System (TAPS) rather than DART due to the 48 month limitation. Mr. Wageman advised that the City of Cedar Hill has agreed to work with DART to develop a plan for transit. Mayor LaRosiliere and Mayor Pro Tem Smith spoke to working with municipalities to find a transportation solution that fits their needs and brings them into the system.

Mr. Wageman reviewed the Paid Parking Program, advising that it has not been profitable, has shifted non-residents to other stations causing crowding at these locations, and further that DART believes there has been a loss of ridership. He spoke to consideration of options to either terminate, extend or expand the program at the November 5 DART meeting. City Manager Glasscock spoke to ensuring that Plano citizens are provided with parking and Mayor LaRosiliere requested information on the number of vehicles utilizing Plano parking that come from non-member cities. Mr. Wageman provided an update on TAPS which provides limited bus service in the area and advised that in August, DART approved an access fee for peak periods and certain trips and authorized temporary access to the Parker Road Station until October 31, 2013 to allow time for the TAPS Board to consider the agreement. He further advised that the North Central Texas Council of Governments (NCTCOG) intends to pay federal funding fees related to TAPS and traditionally granted to DART; TAPS is seeking to limit their financial exposure for ADA service by limiting service to the Parker Road Station, but that DART has requested services similar to theirs; and NCTCOG is funding TAPS to provide transportation for former CCART passengers. Mr. Wageman responded to Mayor Pro Tem Smith regarding the *Go Pass*, advising that it has been successful and offered to provide further information. He clarified the terms of the Paid Parking Program contract and advised he would provide information regarding the lack of growth in ridership at northern stations.

### **Briefing Regarding Sustainability STAR Community Initiative**

Environmental Education and Community Outreach Manager Merchant spoke to the Sustainability Tools for Assessing and Rating (STAR) Program providing a comprehensive set of local environmental, economic and social metrics to evaluate the efforts of US cities and counties. She advised that the rating system drives improvement and fosters competition; online tools gather, organize, analyze and present information; and the site offers network opportunities. Ms. Merchant spoke to departmental participation, credit for past efforts, evaluation of gaps, identification of opportunities, recognition through a national certification program, and the potential to use data in grant applications. She spoke to costs, advised that staff impact would be minimal and spoke to municipalities participating in the pilot program. Ms. Merchant responded to the Council, advising that the program centralizes efforts and provides an overall rating/benchmark and that data would include citizen's efforts. The Council spoke to the current status of Plano as a "green" city, receiving feedback from pilot cities and possible further discussions regarding sustainability. City Manager Glasscock spoke to evaluating the program prior to participation and the opportunity for benchmarking.

### **Discussion and Direction Regarding Allowing Pets at Outside Restaurant Patios**

Environmental Health Manager Heinicke spoke to current restrictions in Plano based on Texas Food Establishments Rules and FDA regulations. He spoke to pets introducing unintended and undesirable health effects to patrons including diseases and allergies. Mr. Heinicke spoke to the need for effective cleaning and possibility of injuries, advised regarding permits offered by other cities, and responded to the Council that he was unaware of any bite/scratch incidents in other municipalities.

Mr. Heinicke advised that regulations cannot be breed specific and that if Council were in favor, an ordinance could be created to offer a variance and address stipulations. The Council spoke to limiting the number of days covered and Mr. Heinicke advised that the Farmer's Market could receive a variance if they met requirements. Buddy Cramer, representing Katy Trail Outpost, spoke to the lack of issues related to patrons bringing dogs to their Dallas location. Mr. Heinicke spoke to inspections that would be conducted prior to issuance and included as part of the regular process for food establishments. The Council directed Staff to prepare an ordinance and schedule a public hearing to receive additional input.

### **Comprehensive Monthly Financial Report – September 2013**

Director of Finance Tacke advised that the September 2013 report finds General Fund revenues down slightly as a percentage of budget as compared to last year while Water and Sewer revenues are even. She stated that actual General Fund revenues are up 5 million, primarily due to an increase in collection of ad valorem taxes. She spoke to the overall sales tax improvement during the fiscal year. Ms. Tacke advised that General Fund expenditures are up compared to the last fiscal year due to a 3% non-civil and 2% civil service pay increase effective in October 2012 and she spoke to Marketing and Community Engagement professional services, annual maintenance for the new radio system and equipment replacement charges. She advised that the unemployment rate is at 5.5%. Ms. Tacke advised that actual Water and Sewer revenues are up as compared to the prior year primarily due to a November 2012 water rate increase, that expenses are down due to completion of the fixed network meter reading system, and that payments to the North Texas Municipal Water District increased by \$5 million.

### **Personnel: Photographic Traffic Signal Advisory Committee - Member**

Mayor Pro Tem Smith appointed Mark Allen Boike.

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

No items were discussed.

### **Consent and Regular Agendas**

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the Preliminary Meeting at 6:59 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL**  
**October 28, 2013**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem  
Pat Miner  
André Davidson  
Patrick Gallagher  
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**COUNCIL MEMBERS ABSENT**

Jim Duggan

**STAFF PRESENT**

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

Mayor LaRosiliere convened the Council into the Regular Session on Monday, October 28, 2013, at 7:03 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Pastor Bob Rice of Northeast Bible Church led the invocation and Cub Scout Pack 18 of Saigling Elementary led the Pledge of Allegiance.

Mayor LaRosiliere recognized Pancreatic Cancer Month, Arbor Day and Animal Shelter Appreciation Week. He further administered oaths of office to incoming board and commission members and presented certificates of appreciation to those leaving office.

**Comments of Public Interest**

No one appeared to speak.

**Consent Agenda.**

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Miner, the Council voted 7-0 to approve and adopt all items on the consent agenda as recommended and as follows:

**Approval of Minutes** (Consent Agenda Item "A")  
October 14, 2013

### **Approval of Expenditures**

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

**Bid No. 2013-338-B** for the purchase of Oak Point Recreation Center Exterior Weatherproofing Repair to Western Waterproofing Company of America in the amount of \$135,500 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

**Bid No. 2013-221-C** for an annual contract with three (3) City optional renewals for EMS Medical Supplies for the Fire Department to Bound Tree Medical, LLC, Henry Schein, Inc. and MMS - A Medical Supply Company in the total estimated annual amount of \$ 122,083 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

**Rejection of Bid No. 2013-385-B** for Chisholm Trail Drainage Improvements at Spring Creek Parkway, Project No. 6295, from all bidders. (Consent Agenda Item "D")

### **Approval of Contract Modification**

To approve and authorize Contract Modification No. 2 for the addition of a collections program from Redflex Traffic Systems, Inc. and the establishment of an escrow account in the amount of \$185,000 and to authorize the City Manager to execute all related documents. (Consent Agenda Item "E")

### **Approval of Change Order**

To Jerusalem Corporation, increasing the contract by \$182,555 for the 2011-12 Residential Concrete Pavement Rehab Zone I10 & J9, Project No. 6211, Change Order No. 1, Bid No. 2012-269-B, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "F")

To Jim Bowman Construction, LP, increasing the contract by \$309,880 for the 2011-12 Residential Concrete Pavement Rehab, Zone J3, Project No. 6229, Change Order No. 1, Bid No. 2013-40-B, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "G")

### **Approval of Expenditure**

To approve the purchase of maintenance support for public safety system software from the sole source supplier, Colossus, Incorporated d/b/a InterAct Public Safety Systems, in the amount of \$50,313 through the use of the general exemption as allowed by Local Government Code, Chapter 252, Subchapter B, Section 252.022(a)(7)(A), and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "H")

### **Adoption of Strategic Vision**

To adopt the City Council Strategic Vision for Excellence for Fiscal Year 2013-14. (Consent Agenda Item "I")

### **Adoption of Resolutions**

**Resolution No. 2013-10-17(R):** To adopt an Amended Legislative Program for the City of Plano, Texas; directing the City Manager or his designee to act with regard to the City's Legislative Program; and providing an effective date. (Consent Agenda Item "J")

### **Adoption of Ordinances**

**Ordinance No. 2013-10-18:** To amend Section 12-12(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas, repealing one-way traffic flow at all times on Midcrest Drive and Rockbrook Drive within the corporate limits of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item "K")

**Ordinance No. 2013-10-19:** To amend Section 12-101 of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to allow the stopping, standing, or parking of motor vehicles on certain sections of Midcrest Drive, Rockbrook Drive, Winterplace Circle, and Winterstone Drive within the city limits of the City of Plano; declaring it lawful to park motor vehicles upon such sections of such roadway within the limits herein defined; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item "L")

**Ordinance No. 2013-10-20:** To amend Section 12-101 of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on certain sections of Bronze Leaf Drive, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item "M")

**Ordinance No. 2013-10-21:** To repeal Section III of Ordinance No. 2000-10-5 codified as Section 14-109, Environmental Assessments, of Article VII, Chapter 14 of the Code of Ordinances of the City of Plano, Texas; and providing a repealer clause, a severability clause, a savings clause, and an effective date. (Consent Agenda Item "N")

**Ordinance No. 2013-10-22:** To repeal Ordinance No. 2011-4-15, codified as Article II, Fire Code, of Chapter 8 of the Code of Ordinances of the City; adopting the 2012 Edition of the International Fire Code, with certain revised additions, deletions, and amendments as the Fire Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date. (Consent Agenda Item "O")

**Ordinance No. 2013-10-23:** To adopt a new Article III, Section 8-19 of Chapter 8, Fire Prevention and Protection, of the City of Plano Code of Ordinances, to establish the Fire Inspection Program and authorize the Fire Department to conduct inspection of commercial or industrial businesses in Plano for fire hazards and compliance with the International Fire Code; and providing a repealer clause, a severability clause, a savings clause, and an effective date. (Consent Agenda Item "P")

**Ordinance No. 2013-10-24:** To repeal in its entirety City of Plano Ordinance No. 2011-1-7, codified as Article II, Building Code, of Chapter 6 of the Code of Ordinances; and adopting the 2012 Edition of the International Building Code, with certain additions, deletions, and amendments, as the Building Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “Q”)

**Ordinance No. 2013-10-25:** To partially repeal City of Plano Ordinance No. 2011-1-13 codified as Article XX, Residential Code, of Chapter 6 of the Code of Ordinances; and adopting the 2012 Edition of the International Residential Code with certain additions, deletions, and amendments, as the Residential Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “R”)

**Ordinance No. 2013-10-26:** To repeal in its entirety City of Plano Ordinance No. 2011-1-8, codified as Division 2, Plumbing Code, of Article VIII, Plumbing and Mechanical Equipment, of Chapter 6 of the Code of Ordinances; and adopting the 2012 Edition of the International Plumbing Code, with certain additions, deletions and amendments, as the Plumbing Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “S”)

**Ordinance No. 2013-10-27:** To repeal in its entirety City of Plano Ordinance No. 2011-1-9, codified as Division 3, Mechanical Code, of Article VIII, Plumbing and Mechanical Equipment, of Chapter 6 of the Code of Ordinances of the City; and adopting the 2012 Edition of the International Mechanical Code, with certain additions, deletions, and amendments, as the Mechanical Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “T”)

**Ordinance No. 2013-10-28:** To repeal in its entirety City of Plano Ordinance No. 2011-1-10, codified as Article XIX, Fuel Gas Code, of Chapter 6 of the Code of Ordinances; and adopting the 2012 Edition of the International Fuel Gas Code, with certain additions, deletions, and amendments, as the Fuel Gas Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “U”)

**Ordinance No. 2013-10-29:** To repeal in its entirety City of Plano Ordinance No. 2011-1-11, codified as Article XVIII, Energy Conservation Code, of Chapter 6 of the Code of Ordinances; and adopting the 2012 Edition of the International Energy Conservation Code, with certain additions, deletions and amendments, as the Energy Conservation Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “V”)

**Ordinance No. 2013-10-30:** To repeal in its entirety City of Plano Ordinance Nos. 2004-9-30; 2010-2-16; 2011-1-14; and 2012-12-12, codified as Divisions 1 and 2 of Article III, Property Maintenance Code, of Chapter 6 of the Code of Ordinances; and adopting the 2012 Edition of the International Property Maintenance Code, with certain additions, deletions, and amendments, as the Property Maintenance Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “W”)

**Ordinance No. 2013-10-31:** To repeal Ordinance No. 2013-9-32; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item “X”)

#### **END OF CONSENT**

**Ordinance No. 2013-10-32** - To amend Ordinance No. 2013-1-4 codified as Section 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to increase the water rate schedules for residential and non-residential customers for services rendered on or after December 1, 2013, and providing a repealer clause, a severability clause, a savings clause, and an effective date. (Regular Agenda Item “1”)

Director of Budget and Research Rhodes-Whitley advised that following a review of rates and receipt of final figures from the North Texas Municipal Water District, the ordinance proposes an 8% increase in water rates and no increase in sewer rates. She advised that the sewer fund currently subsidizes the water fund. Ms. Rhodes-Whitley advised that the district projects increases of 10% for water and 2% on waste water and that under the take or pay contract, the City used 21.2 billion gallons resulting in a loss of \$9.5 million. She advised that a credit was received for near \$2 million, but that additional contract costs will be \$4.8 million. Ms. Rhodes-Whitley spoke to district increases tied to costs associated with a pipeline running from Lake Texoma to the Wylie plant in order to address the zebra mussel infestation. She further advised that projections assume the City will be in Stage 3 watering conditions through 2013-14 and reviewed usage rates, future district rate increases, and the rates of other member cities.

Upon a motion made by Council Member Miner and seconded by Council Member Davidson, the Council voted 7-0 to amend Ordinance No. 2013-1-4, codified as Section 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to increase the water rate schedules for residential and non-residential customers for services rendered on or after December 1, 2013; and further to adopt Ordinance No. 2013-10-32.

**Public Hearing and adoption of Ordinance No. 2013-10-33** as requested in Zoning Case 2013-13 to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses), Subsection 2.821 (BG – Downtown Business/Government) and Subsection 2.829 (UMU - Urban Mixed-Use) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses), Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses), and Section 3.1100 (Off-Street Parking and Loading) of Article 3 (Supplementary Regulations), and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to establish regulations for mid-rise multifamily residential development; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano (Regular Agenda Item “2”)

Director of Planning Jarrell advised that mid-rise development (5-12 stories in height) is an option for properties located along major expressway corridors where land should primarily be reserved for economic development purposes. She spoke to these structures requiring non-combustible construction of steel and concrete increasing rent/purchase costs and typically including structured parking. Ms. Jarrell advised that due to larger unit sizes, developments may not achieve a desired density level of 40 units per acre. She advised that the development may be appropriate in some, but not all locations within major corridors and mixed-use developments and will require a specific use permit unless they are within a district which already allows taller residential structures. Ms. Jarrell advised that the Planning and Zoning Commission recommended approval as follows. (additions are shown as underlined text; deletions are shown as strike-through text):

Amend Section 1.600 (Definitions) of Article 1 (General Regulations) to add the following term and definition for mid-rise residential, such portion of section to read as follows:

1.600 (Definitions)

Mid-Rise Residential - Buildings containing not less than five floors designed for residential occupancy, and including accessory uses including but not limited to parking garages, recreational amenities, meeting space, storage, and personal services. A mid-rise residential development may include a mix of residential and nonresidential uses in the same structure.

Amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) to allow mid-rise residential in the following zoning districts:

Mid-rise residential development is allowed in the Corridor Commercial (CC), Regional Commercial (RC), Regional Employment (RE) and Commercial Employment (CE) zoning districts by specific use permit, and in the Urban Mixed-Use (UMU) and Downtown Business/Government (BG) zoning districts by right.

**Ordinance No. 2013-10-33 (cont'd)**

2.502 (Schedule of Permitted Uses)

Nonresidential Zoning Districts

Permitted Uses	Category														
		O-1 - Neighborhood Office	O-2 - General Office	R - Retail	BG - Downtown Business/Government	LC - Light Commercial	CE - Commercial Employment	CB-1 - Central Business-1	LI-1 - Light Industrial-1	LI-2 - Light Industrial-2	RE - Regional Employment	RC - Regional Commercial	RT - Research/Technology Center	CC - Corridor Commercial	UMU - Urban Mixed-Use
<u>Mid-Rise Residential</u>	Primary Residential				P		S				S	S		S	P

Amend Subsection 2.821 (BG - Downtown Business/Government) 5. (Special District Requirements) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses), such portion of subsection to read as follows:

2.821.5 (Special District Requirements)

g. Special Regulations for Multifamily Residences

iii. Minimum Density: 40 dwelling units per acre, except mid-rise residential (See Subsection 3.118)

Amend Subsection 2.829 (UMU - Urban Mixed-Use) 9. (Additional Use Regulations) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses), such portion of subsection to read as follows:

2.829.9 (Additional Use Regulations)

b. An average residential density of 40 dwelling units per acre must be maintained within a UMU district. The average shall be computed based on the actual and effective residential density of units built and under construction (building permit issued). The reservation and allocation of residential units shall be managed by the governance association. Phased development shall have a minimum average residential density of 40 dwelling units per acre.

**Ordinance No. 2013-10-33 (cont'd)**

However, no phase having less than 40 units per acre may be constructed, unless preceded by or concurrently built with a phase which maintains the minimum 40 dwelling units for the overall UMU district. No individual phase may be constructed at a residential density less than 30 units per acre, with the exception of single-family attached uses. This requirement does not apply to mid-rise residential developments (see Subsection 3.118).

Amend Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) to establish regulations pertaining to mid-rise residential uses, such portion of section to read as follows:

3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses)

3.118 - Mid-Rise Residential Development

Purpose - Mid-rise residential development is intended as a complementary use to large-scale commercial districts and corridors. It should be used to diversify land use, increase pedestrian activity, and reduce auto dependency. Mid-rise residential development should be integrated with other land uses and amenities conducive to a residential environment.

1. Lot Coverage - Maximum 100% lot coverage
2. Minimum Density - Mid-rise residential development is exempt from the minimum densities for multifamily development in the Urban Mixed-Use and Downtown Business/Government districts.

Amend Subsection 3.1107 (Schedule of Off-Street Parking) of Section 3.1100 (Off-Street Parking and Loading) of Article 3 (Supplementary Regulations) to establish parking requirements for mid-rise residential uses, such portion of subsection to read as follows:

3.1107 (Schedule of Off-Street Parking)

<u>Mid-Rise Residential</u>	<u>One bedroom or less - One parking space per unit</u>
	<u>Two bedrooms - 1.5 parking spaces per unit</u>
	<u>Three bedrooms or more - Two parking spaces per unit</u>

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

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 7-0 to amend Section 1.600 of Article 1, Subsection 2.502 of Section 2.500, Subsection 2.821 and Subsection 2.829 of Section 2.800 of Article 2, Section 3.100 and Section 3.1100 of Article 3 and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2013-13; and further to adopt Ordinance No. 2013-10-33.

**Public Hearing and adoption of Ordinance No. 2013-10-34** as requested in Zoning Case 2013-29 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended; amending Heritage Resource Designation No. H-1 to allow a minimum 16-foot front yard building setback from Gardengrove Court, located at the southeast corner of West 15th Street and Pitman Drive, and being more particularly described as Lot 1, Block A, Ammie Wilson Addition, an addition to the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-9 with Heritage Resource Designation H-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 publication clause, a severability clause, and an effective date. Applicant: Heritage Farmstead Museum (Regular Agenda Item “3”)

Planner Mittal spoke to the process of heritage resource designation and advised the site was designated as such in 1982 with the Young House relocated to the location in 2001. He advised that the request is for a reduced setback to allow for reconstruction of an addition that once existed on the rear of the home. Mr. Mittal stated that the addition would include accessible restrooms, be minimally visible from the south side of Gardengrove Court and that both the Heritage and Planning and Zoning Commissions recommended approval.

Mayor LaRosiliere opened the Public Hearing. M’Lou Hyttinen, representing the applicant, requested approval of the request and advised that it would contain a kitchen, as did the original addition. She further stated that removed trees would be replanted. Citizens Antoinette Degan, Chloe Frohock and Don Gates spoke in support of the request.

Upon a motion made by Council Member Downs and seconded by Council Member Davidson, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended; amending Heritage Resource Designation No. H-1 to allow a minimum 16-foot front yard building setback from Gardengrove Court, located at the southeast corner of West 15th Street and Pitman Drive as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2013-29; and further to adopt Ordinance No. 2013-10-34.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 8:03 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Diane Zucco, City Secretary



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/11/2013		
Department:		Public Works		
Department Head		Gerald Cosgove		
Agenda Coordinator (include phone #): <b>Nancy Corwin X7137</b>				
<b>CAPTION</b>				
Bid No. 2013-294-B for Uninterruptible Power Supply systems for Public Works and Police Department to Paradigm Traffic Systems, Inc. in the amount of \$71,400, and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	205,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-71,400	0
BALANCE		0	133,600	0
<b>FUND(S):    TRAFFIC SAFETY FUND</b>				
<p><b>COMMENTS:</b> Funds are available in the FY 2013-14 Traffic Safety Fund Adopted Budget to purchase sixteen (16) UPS units and fifty (50) replacement batteries for use at signalized intersections in Plano. The remaining balance will be used for other minor equipment and apparatus purchases.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing additional UPS units and replacing batteries relates to the City's Goal of a Financially Strong City with Service Excellence and Safe Large City.</p>				
<b>SUMMARY OF ITEM</b>				
Staff recommends the bid of Paradigm Traffic Systems, Inc. in the amount of \$71,400 be accepted as the lowest responsive, responsible bid, conditioned upon timely execution of all necessary documents.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Recommendation Memo, Bid Recap				



# Memorandum

**Date:** October 24, 2013  
**To:** Nancy Corwin, Purchasing Buyer  
**From:** Robert Moore, Public Works Traffic Operations Superintendent  
**Subject:** Award of Bid 2013-294-B Uninterruptible Power Supply

It is the recommendation from Public Works – Traffic Operations based on specifications to award Bid 2013-294-B Uninterruptible Power Supply as follows:

Paradigm Traffic Systems, Inc.  
Lines: 1, 2, 3, 4  
Estimated amount: \$71,400.00

Total overall estimated amount is: \$71,400.00

Should Bid 2013-294-B Uninterruptible Power Supply, not be awarded, and the traffic signals go dark during a power outage it could cause:

- Plano Police Officers to have to direct traffic, pulling them away from other duties and issues occurring in the City of Plano at that time.
- Traffic accidents due to the outage.
- Reduce the Public Safety to motorist and pedestrian traffic at the locations that are dark and not controlled by Plano PD or the Traffic Signal Department.
- Increase response time for Plano PD and Plano Fire to emergency calls.

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

Robert Moore  
Public Works Traffic Operations Superintendent

# CITY OF PLANO

**Bid No. 2013-294-B**

**Uninterruptible Power Supply**

## **Bid Recap**

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**Bid opening Date/Time:** September 5, 2013 @ 2:30PM

**Number of Vendors Notified:** 2682

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

**Number of Bids Submitted:** 4

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

<b><u>Vendor Name</u></b>	<b><u>Total Bid</u></b>
Paradigm Traffic Systems, Inc.	\$71,400.00
TKC Enterprises DBA Batteries Plus	\$73,554.00
Consolidated Traffic Controls, Inc.	\$75,197.20
Las Colinas Engineering	\$100,270.00

**Recommended Vendor(s):**

Paradigm Traffic Systems, Inc.	\$71,400.00
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*Nancy Corwin*

September 5, 2013

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Nancy Corwin, Buyer

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Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		November 11, 2013			
Department:		Public Works			
Department Head		Gerald Cosgrove			
Agenda Coordinator (include phone #): <b>Nancy Corwin X7137</b>					
<b>CAPTION</b>					
Bid No. 2013-287-P for the Hauling of Construction Debris Requirements Contract with three (3) City optional renewals, to Braxton Transportation, LLC in the amount of \$178,600, and authorizing the City Manager or his authorized designee to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013-14, 2014-15, 2015-16, 2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	220,000	535,800	<b>755,800</b>
Encumbered/Expended Amount		0	-17,947	0	<b>-17,947</b>
This Item		0	-178,600	-535,800	<b>-714,400</b>
BALANCE		0	23,453	0	<b>23,453</b>
<b>FUND(S):</b> WATER & SEWER FUND, MUNICIPAL DRAINAGE FUND					
<p><b>COMMENTS:</b> This item establishes an annual contract for the hauling of construction debris and approves price quotes. Expenditures will be made from the Utility District #2 and Municipal Drainage Operations cost centers based on need within the approved budget appropriations for each year of the contract. The estimated expenditure for debris hauling to be purchased from this contract for FY 2013-14 is \$178,600. Future purchases will be made within annually approved budget appropriations at an estimated expenditure of \$178,600 for fiscal years 2014-15, 2015-16 and 2016-17. The remaining budget funds will be used for other contracts.</p> <p><b>STRATEGIC PLAN GOAL:</b> Contracting for the hauling of construction debris relates to the City's Goals of Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
Staff recommends the bid for the Hauling of Construction Debris Requirements Contract to Braxton Transportation, LLC in the amount of \$178,600.00, be accepted as the lowest responsive, responsible bid for the project conditioned upon timely execution of all necessary documents. This will establish a contract with three (3) City optional renewals.					
List of Supporting Documents: Recommendation Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies		



City of Plano  
1520 K Avenue  
Plano, TX 75074

P.O. Box 860358  
Plano, TX 75086-0358  
Tel: 972.941.7000  
plano.gov

**DATE:** October 15, 2013  
**To:** Nancy Corwin, Buyer  
**FROM:** Chris Best, Public Works Construction Superintendent  
**THROUGH:** Gerald Cosgrove, Director of Public Works  
**SUBJECT:** Hauling of Construction Debris (Bid No. 2013-287-P)

Based on the bid evaluation for 2013-287-P Hauling of Construction Debris – Public Works Operations, Public Works staff has reviewed the bids and recommends the bid be awarded to Braxton Transportation, LLC.

Lords and Landor Distributors Inc. was low bid for this contract but staff deemed Lords and Landor Distributors Inc. non-responsive for the following reasons. Per specifications, the City of Plano requested all vehicles and trailers to be used on the contract must be registered with the State of Texas and currently licensed for hauling of debris in the State of Texas and meets all state insurance requirements. Lords of Landor Distributors Inc. submitted a Texas Liability Insurance Card insured to PMD Logistics, LLC and a Texas Appointed License Cab Card registered to PMD Logistics, LLC. At the time of submittal PMD Logistics, LLC was not licensed to carry construction debris per SAFER (safer.fmcsa dot.gov). Per the specifications, the City of Plano requested CDL driver's License for all drivers intended for use on the contract. A copy of an invalid driver's license for Roy Lee Lockett was submitted by Lords and Landor Distributors Inc.

Impact of not awarding this contract will be material will accumulate at the public works facility. Public Works does not have the equipment and man power to remove and deliver this quantity of material to an approved landfill. The public works storage space would develop into an unsafe environment and loss of production would occur in the field from relocating resources to remove material.

The award will result in a requirements contract for \$178,600 with three City optional renewals at a like amount.

xc: David Falls, Public Works Operations Manager

# CITY OF PLANO

**Bid No. 2013-287-P**

**Hauling of Construction Debris**

## **Bid Recap**

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**Bid opening Date/Time:** July 15, 2013 @ 10:30AM

**Number of Vendors Notified:** 1368

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

**Number of Bids Submitted:** 2

**Bids Evaluated Non-Responsive to Specification:** 1

<b><u>Vendor Name</u></b>	<b><u>Total Bid</u></b>
Braxton Transportation, LLC	\$178,600.00
Horn's Crew Trucking	\$200,000.00

**Recommended Vendor(s):**  
Braxton Transportation, LLC

\$178,600.00

*Nancy Corwin*

July 15, 2013

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

\_\_\_\_\_  
Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/11/2013		
Department:		Public Works / David Falls		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Kim McFarland (972.769.4109)</b>				
<b>CAPTION</b>				
<i><b>Bid No. 2013-393-P for the Concrete Sidewalk Requirements Contract with two (2) optional renewals, Project No. 6356 to Ti-Zack Concrete Inc., in the amount of \$458,304, and authorizing the City Manager or his authorized designee to execute all necessary documents.</b></i>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14, 2014-15, 2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		3,376,516	5,653,484	8,800,000
Encumbered/Expended Amount		-3,376,516	-1,451,900	0
This Item		0	-458,304	-916,608
BALANCE		0	3,743,280	7,883,392
<b>FUND(S):    CAPITAL RESERVE CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2013-14 Capital Reserve CIP. This item, in the amount of \$458,304 annually with two optional renewals, will leave a balance of \$3,743,280 for projects associated with Residential Street &amp; Alley Replacement and Sidewalk Repairs in FY 2013-14. Future year expenditures will occur within approved CIP appropriations.</p> <p><b>STRATEGIC PLAN GOAL:</b> Concrete repairs in Plano neighborhoods relate to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends the bid for the Concrete Sidewalk Requirements Contract to Ti-Zack Concrete Inc., in the amount of \$458,304.29, for Alternate No. 1 (Cement with Nitrogen Oxides &lt;1.7#Nitrogen Oxides/Ton of Clinker) which is within 5% of the base bid be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.</p> <p>This project involves the repair of 50,000 SF of concrete sidewalk at various locations within the City of Plano.</p> <p>Engineer's estimate for this project is \$571,275.00.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Bid Recap; Location Map				

# CITY OF PLANO

**Bid No. 2013-393-P**

## **Concrete Sidewalk Requirements Contract Project No 6356 Bid Recap**

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**Bid opening Date/Time:** October 4, 2013 @ 10:00AM

**Number of Vendors Notified:** 1207

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

**Number of Bids Submitted:** 3

<b><u>Vendor Name</u></b>	<b><u>Total Bid</u></b>	<b><u>Alternate Bid</u></b>
Ti-Zack Concrete Inc.	\$458,304.29	\$458,304.29
Jerusalem Corporation	\$777,550.00	\$777,550.00
2 CMD Inc.	\$833,362.48	\$833,362.48

**Recommended Vendor(s):**

Ti-Zack Concrete Inc. \$458,304.29

*Nancy Corwin*

October 4, 2013

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

\_\_\_\_\_  
Date

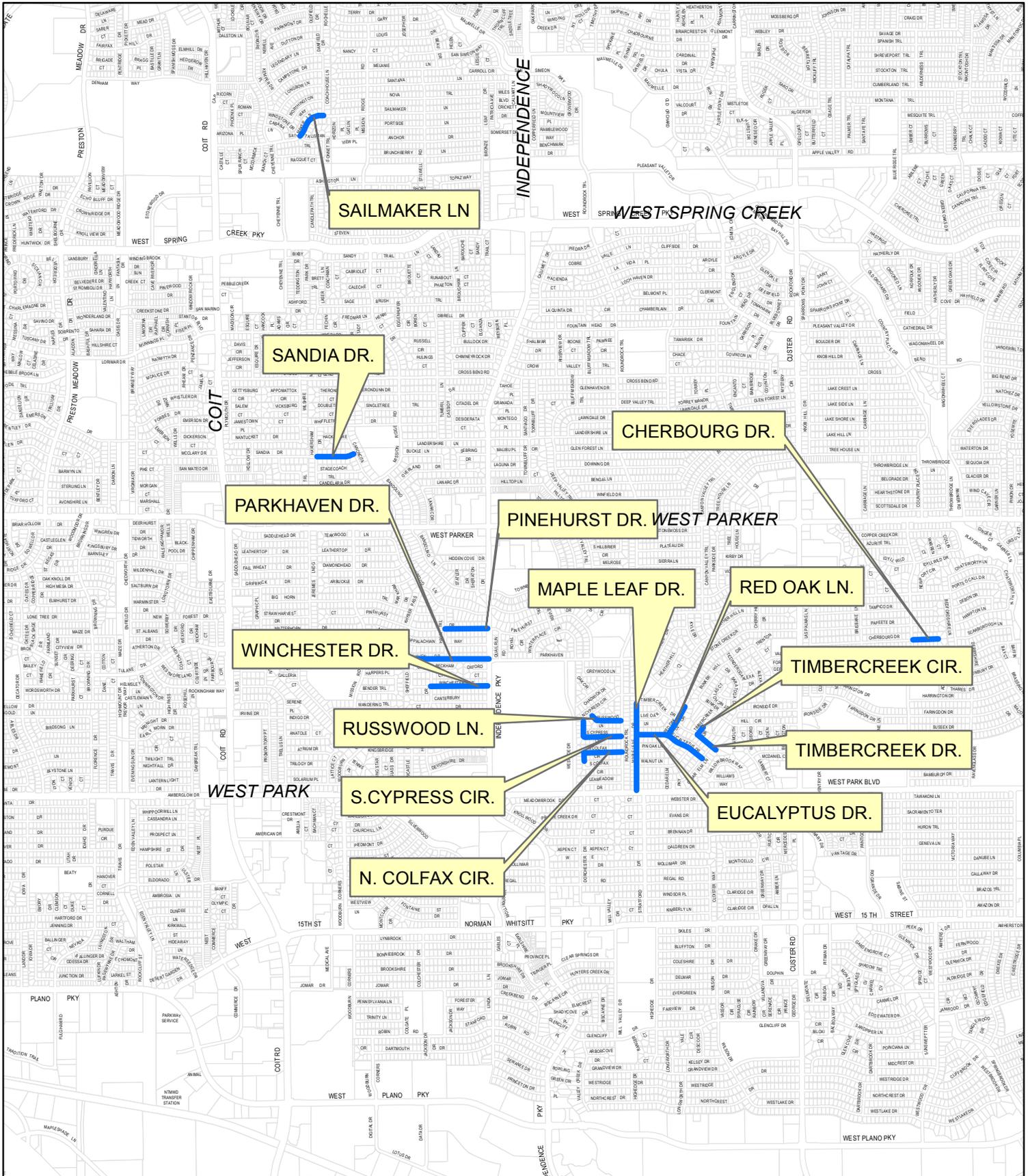




**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/11/13		
Department:		Engineering		
Department Head:		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)	
			<b>Project No. 6254</b>	
<b>CAPTION</b>				
Bid No. 2013-394-B for Water Main Rehabilitation – Huntington Park – Timbercreek Estates to SYB Construction Co., Inc. in the amount of \$1,858,469 and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		67,530	2,069,470	0
Encumbered/Expended Amount		-67,530	-138,592	0
This Item		0	-1,858,469	0
BALANCE		0	72,409	0
<b>FUND(S): WATER CIP</b>				
<b>COMMENTS:</b> Funds are included in the 2013-14 Water CIP. This item, in the amount of \$1,858,469, will leave a current year fund balance of \$72,409 for the Huntington Park – Timbercreek Estates water line replacement project.				
<b>STRATEGIC PLAN GOAL:</b> Replacing and rehabilitation the infrastructure that supplies water to utility customers relates to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods – 1 <sup>st</sup> Choice to Live.				
<b>SUMMARY OF ITEM</b>				
Staff recommends alternate bid for green cement of SYB Construction Co., Inc., in the amount of \$1,858,468.95, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.				
Engineer's estimate was \$1,914,651.				
The project consists of rehabilitation of approximately 13,820 linear feet of 6-inch and 8-inch water main replacements in various street locations, bounded by Coit Road, Park Boulevard, Custer Road and Spring Creek Parkway.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map, Bid Summary			N/A	

# WATER MAIN REHABILITATION HUNTINGTON PARK-TIMBERCREEK ESTATES PROJECT NO. 6254



**CITY OF PLANO  
 BID TABULATION  
 2013-394-B WATER MAIN REHABILITATION – HUNTINGTON PARK – TIMBERCREEK ESTATES –  
 PROJECT NO. 6254**

<b>BIDDER:</b>	<b>BID BOND</b>	<b>BASE BID</b>	<b>ALT. 1 TOTAL BID</b>	<b>ADD. AKN.</b>
SYB CONSTRUCTION CO., INC.	YES	\$1,858,468.95	\$1,858,468.95	Y
RKM UTILITY SERVICES, INC.	YES	\$1,888,897.70	\$1,888,899.22	Y
MUNIZ CONSTRUCTION, INC.	YES	\$1,995,048.78	\$2,011,285.44	Y
JIM BOWMAN CONSTRUCTION CO., LP	YES	\$2,112,712.95	\$2,112,712.95	Y
CAMINO CONSTRUCTION, LP	YES	\$2,162,303.56	\$2,162,303.56	Y

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

*Michael Parrish*

October 22, 2013

Michael Parrish, Senior Buyer

Date

**“BID TABULATION STATEMENT”**

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF PLANO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DIVISION  
 CITY OF PLANO TEXAS



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		11/11/2013			
Department:	Public Works / David Falls				
Department Head	Gerald Cosgrove				
Agenda Coordinator (include phone #):		Kim McFarland (972.769.4109)			
<b>CAPTION</b>					
<i><b>Bid No. 2013-384-B, for the Residential Concrete Pavement Rehab Project Zone I6 South, Project No. 6324 to 2 CMD Inc. in the amount of \$2,197,029, and authorizing the City Manager or his authorized designee to execute all necessary documents.</b></i>					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		3,376,516	5,653,484	4,100,000	<b>13,130,000</b>
Encumbered/Expended Amount		-3,376,516	-1,451,900	0	<b>-4,828,416</b>
This Item		0	-2,197,029	0	<b>-2,197,029</b>
BALANCE		0	2,004,555	4,100,000	<b>6,104,555</b>
<b>FUND(S): CAPITAL RESERVE CIP</b>					
<p><b>COMMENTS:</b> Funds are included in the FY 2013-14 Capital Reserve CIP. This item, in the amount of \$2,197,029 will leave a balance of \$2,004,555 for projects associated with Residential Street &amp; Alley Replacement and Sidewalk Repairs in FY 2013-14.</p> <p><b>STRATEGIC PLAN GOAL:</b> Concrete repairs in Plano neighborhoods relate to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>Staff recommends the bid for the Residential Concrete Pavement Rehab Project Zone I6 South to 2 CMD Inc., in the amount of \$2,197,028.60 for Alternate No. 1 (Cement with Nitrogen Oxides &lt;1.7#Nitrogen Oxides/Ton of Clinker) which is within 5% of the base bid be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.</p> <p>This project involves the repair of 25,791 SY of concrete pavement, 10,749 SY of concrete alley pavement, and 30,462 SF of concrete sidewalk in the area bounded by Coit Road, Cross Bend Road, Independence Parkway, and Parker Road.</p> <p>Engineer's estimate for this project is \$2,351,000.00.</p>					
List of Supporting Documents: Bid Recap; Location Map			Other Departments, Boards, Commissions or Agencies		

# CITY OF PLANO

**Bid No. 2013-384-B**

**Residential Concrete Pavement Rehab Project Zone I6 South  
Project No. 6324  
Bid Recap**

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**Bid opening Date/Time:** August 30, 2013 @ 10:30AM

**Number of Vendors Notified:** 1024

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

**Number of Bids Submitted:** 3

<b><u>Vendor Name</u></b>	<b><u>Total Bid</u></b>	<b><u>Alternate Bid</u></b>
2 CMD Inc.	\$2,197,028.60	\$2,197,028.60
Jerusalem Corporation	\$2,249,544.30	\$2,249,544.30
Jim Bowman Construction Co., L.P.	\$2,631,179.25	\$2,631,179.25

**Recommended Vendor(s):**

2 CMD Inc. \$2,197,028.60

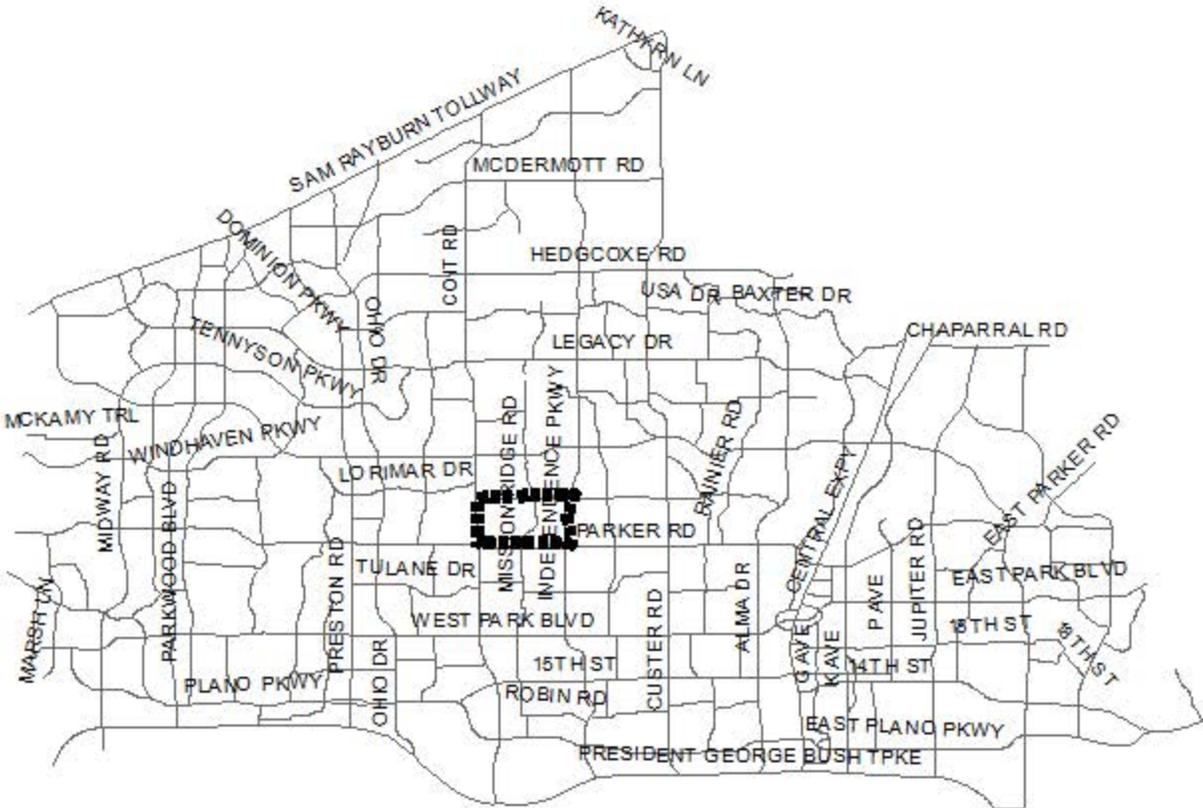
*Nancy Corwin*

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

August 30, 2013

\_\_\_\_\_  
Date

# LOCATION MAP





# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		11/11/2013			
Department:		Customer and Utility Services			
Department Head		Denise Tacke			
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>					
<b>CAPTION</b>					
Bid No. 2013-407-C for a one (1) year contract with three (3) optional one year renewals for the purchase of Utility Meter Transmission Units for Customer and Utility Services to HD Supply Waterworks, LTD., in the estimated annual amount of \$139,719 and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013-14, 2014-15, 2015-16, 2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	150,000	419,157	<b>569,157</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-139,719	-419,157	<b>-558,876</b>
BALANCE		0	10,281	0	<b>10,281</b>
<b>FUND(S): WATER &amp; SEWER FUND</b>					
<p><b>COMMENTS:</b> This item establishes an annual contract for Utility Meter Transmission Unit purchases and approves price quotes. Expenditures will be made from the Utility Billing Field Services cost center based on need within the approved budget appropriations for each year of the contract. The estimated expenditure for transmission units to be purchased from this contract for FY 2013-14 is \$139,719. Future purchases will be made within annually approved budget appropriations at an estimated annual expenditure of \$139,719 per year for fiscal years 2014-15, 2015-16 and 2016-17. The remaining budget funds will be used for other meter maintenance parts and supplies.</p> <p><b>STRATEGIC PLAN GOAL:</b> Contracting for the purchase of Utility Meter Transmission Units relates to the City's Goals of Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
The Customer and Utility Services staff recommends the purchase of Utility Meter Transmission Units from HD Supply Waterworks, LTD., in the estimated annual amount of \$139,719. This will establish a one (1) year contract with three (3) City optional one year renewals. These units allow for meter readings to be obtained via the City's Wi-Fi network.					



# CITY OF PLANO COUNCIL AGENDA ITEM

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

Date: October 28, 2013  
To: Dianna Wike, Contract Specialist  
From: Stephanie Foster, Customer & Utility Services Manager  
Subject: Utility Meter Transmission Units  
Bid No. 2013-407-C

I have reviewed the bids submitted for the purchase of Utility Meter Transmission Units (MTU's). In 2007, we began our Fixed Network Meter Change-Out Project. This project included the installation of new water meters with an MTU attached to transmit meter readings from the meter to a Data Collection Unit via the city's Wi-Fi network. The project was completed in 2012. This award is needed for us to be able to continue installing MTU's on all new meter sets and to maintain the current installations going forward. We received bids from two vendors:

Aclara Technologies LLC  
HD Supply Waterworks, LTD.

Aclara Technologies LLC was deemed non-responsive to our specifications due to the terms and conditions they submitted with their bid. Therefore, I recommend that we award the bid to HD Supply Waterworks, LTD. This award is based on the lowest responsive, responsible bidder meeting specifications. HD Supply Waterworks, LTD. is our current vendor and we have had a good working relationship with them since 2007. The estimated annual contract amount will be \$139,718.75. This will be a one year contract with three annual renewals.

# CITY OF PLANO

## BID NO 2013-407-C UTILITY METER TRANSMISSION UNITS BID RECAP

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**Bid opening Date/Time:** October 22, 2013 @ 2:30 PM

**Number of Vendors Notified:** 416

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

**Number of Bids Submitted:** 2  
HD Supply Waterworks, LTD. \$139,718.75

**Bids Evaluated Non-Responsive to Specifications:** 1

**Recommended Vendor(s):**

HD Supply Waterworks, LTD. \$139,718.75

*Dianna Wike*

October 23, 2013

\_\_\_\_\_  
Dianna Wike, Contract Specialist

\_\_\_\_\_  
Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		11/11/2013			
Department:		Planning			
Department Head		Phyllis Jarrell			
Agenda Coordinator (include phone #): <b>Kellie Boyer x7248</b>					
<b>CAPTION</b>					
Approve expenditure for the purchase of GIS software maintenance from Environmental Systems Research Institute, Inc., a sole source provider for the City of Plano Planning Department for an annual contract with three (3) City optional renewals in the total estimated annual amount of \$57,600 and authorizing the City Manager or his designee to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>FY 2013-14 to FY 2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
	Budget	0	94,700	172,800	<b>267,500</b>
	Encumbered/Expended Amount	0	0	0	<b>0</b>
	This Item	0	-57,600	-172,800	<b>-230,400</b>
	BALANCE	0	37,100	0	<b>37,100</b>
<b>FUND(s):    GENERAL FUND</b>					
<p><b>COMMENTS:</b> Funding for GIS Maintenance is included in the 2013-14 Planning Department Budget. This item, in the amount of \$57,600 annually with three optional renewals, will leave a current year balance of \$37,100 available for other technical/maintenance expenditures for the City of Plano's GIS system. Future year expenditures will be made within adopted appropriations approved by the City Council.</p> <p><b>STRATEGIC PLAN GOAL:</b> Keeping Plano's geographical data up-to-date and available through regular technical maintenance relates to the City's Goal of Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
Staff recommends approval of a one (1) year contract with three (3) City optional renewals for the purchase of the GIS software Maintenance from Environmental System Research Institute, Inc., the sole-provider of software maintenance for ArcGIS Software in the estimated annual amount of \$57,600. (Contract No. 2013-405-X)					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo					



# Memorandum

**Date:** October 30, 2013  
**To:** Phyllis Jarrell, Director of Planning  
**From:** Ron Reynolds, GIS Manager  
**Subject:** GIS Software Maintenance

I am submitting for approval of an annual contract for GIS software maintenance and upgrades of ESRI's GIS software. The maintenance item cover all support and licensing of ESRI software used in the City. The maintenance contract is required for us to continue to receive support from the vendor for upgrades, technical assistance or software patches. Without the maintenance we will be unable to efficiently or reliably support GIS systems or other city systems with a GIS component. Nor would the division be able to upgrade the GIS software in the future without first repurchasing the software. Other city systems that rely on GIS would be prevented from upgrading as well without upgrades to the core GIS products.

This product is available to the City of Plano only through the software publisher Environmental Systems Research Institute, Inc. (ESRI) and no other cooperative.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		11/11/2013			
Department:		Human Resources			
Department Head		Jim Parrish			
Agenda Coordinator (include phone #): <b>Sharron Mason - Ext. 7247</b>					
<b>CAPTION</b>					
<p>To approve the purchase for a health care consultant for transparent pricing and quality metrics through an existing annual contract with renewals, to be utilized by Human Resources, in the estimated annual amount of \$225,000, from Lift Account, LLC d/b/a Compass Professional Health Services through the City of Frisco (contract number 1303-035) and authorizing the City Manager to execute all necessary documents.</p>					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013/14 thru 2018-19</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	225,000	1,125,000	<b>1,350,000</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-225,000	-1,125,000	<b>-1,350,000</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(S):    HEALTH CLAIMS FUND</b>					
<p><b>COMMENTS:</b> This item approves price quotes. Expenditures will be made in the Health Claims Fund within the approved budget appropriations for each year of the contract. The estimated amount to be spent in FY 2013-14 is \$225,000. The estimated future amount is \$1,125,000, or \$225,000 annually, which will be made within approved budget appropriations.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing professional and consulting services for the City of Plano Health Claims Fund relates to the City's Goal of a Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>					
<b>SUMMARY OF ITEM</b>					
<p>Staff recommends the purchase for a health care consultant for transparent pricing and quality metrics through an existing annual contract with renewals (City of Frisco contract number 1303-035), in the estimated annual amount of \$225,000, from Life Account, LLC d/b/a Compass Professional Health Services to be utilized by Human Resources. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code; and by doing so satisfies any State law requiring local governments to seek competitive bids for items. (City of Plano Internal contract number 2013-381-I).</p>					



# CITY OF PLANO COUNCIL AGENDA ITEM

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



City of Plano  
1520 K Avenue  
Plano, TX 75074

P.O. Box 860358  
Plano, TX 75086-0358  
Tel: 972.941.7000  
plano.gov

TO: Purchasing

FROM: **Jim Parrish, Assistant City Manager** 

DATE: October 14, 2013

SUBJECT: **HEALTH CARE CONSULTANT FOR TRANSPARENT PRICING AND QUALITY METRICS**  
(City of Plano Contract No. 2013-381-I)

The Human Resources staff recommends piggybacking on the City of Frisco contract with Life Account, LLC d/b/a Compass Professional Health Services for a health care consultant for transparent pricing and quality metrics (City of Frisco Contract No. 1303-035). The City of Frisco agreement term with Life Account, LLC d/b/a Compass Professional Health Services runs from May 7, 2013 to May 6, 2016. The City of Frisco agreement shall automatically renew for three (3) consecutive one (1) year terms unless either party provides written notice to the other, within at least sixty (60) days of the date of termination, of its intention not to renew this Agreement. The City of Plano contract term will run from January 1, 2014 to May 6, 2016 with renewal options consistent with the City of Frisco's agreement. The estimated annual expenditure for this contract is \$225,000.

If this contract is not awarded by Council, management of cost providing Health and Wellness programs for City employees will be negatively impacted.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		11/11/2013			
Department:		Finance			
Department Head		Denise Tacke			
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>					
<b>CAPTION</b>					
To approve the purchase of implementation, licensing and annual software maintenance support for the Utiligy 360 - Enterprise Utility Management product from the sole source provider, Denovo Ventures LLC, in the first year amount of \$622,702, with 4 City optional renewals, in the estimated annual amount of \$41,712, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013-14, 2014-15, 2015-16, 2016-17, 2017-18</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	1,000,000	0	0	<b>1,000,000</b>
Encumbered/Expended Amount	0	0	0	0	<b>0</b>
This Item	0	-622,702	-166,848	-166,848	<b>-789,550</b>
BALANCE	0	377,298	-166,848	-166,848	<b>210,450</b>
<b>FUND(s):    TECHNOLOGY FUND, TECHNOLOGY SERVICES FUND</b>					
<b>COMMENTS:</b> Funds are available in the 2013-14 Technology Fund project budget for the implementation, licensing and support of the Utiligy 360 – Enterprise Utility Management (EUM) product from Denovo Ventures LLC. The estimated amount to be spent in FY 2013-14 from the Technology Fund is \$622,702. Future maintenance and support services from Denovo Ventures under this contract are estimated at \$166,848 (or \$41,712 for each of the four (4) additional years of the contract), and will be expensed annually from the Technology Services Fund within the annual budget appropriations.					
<b>STRATEGIC PLAN GOAL:</b> Purchasing software implementation, maintenance and support services relates to the City's Goal of Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
The Finance Department recommends the purchase of implementation, licensing and annual software maintenance support for the Utiligy 360 - Enterprise Utility Management product from the sole source provider, Denovo Ventures LLC, in the first year amount of \$622,702. The City has 4 optional annual renewals in the estimated annual amount of \$41,712. This purchase is necessary to replace the Utility Billing portion of the legacy Sungard software, to consolidate the largest billing system in the City with the JD Edwards financial system eliminating the need for integrations between the two, and allow for an end-to-end suite of applications					



## CITY OF PLANO COUNCIL AGENDA ITEM

to communicate and share business objects, data and processes among Customer and Utility Services, Accounting, Finance and Budget. The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A).

List of Supporting Documents:  
Memorandum

Other Departments, Boards, Commissions or Agencies



# Memorandum

**Date:** October 25, 2013  
**To:** Diane Palmer-Boeck, Purchasing Manager  
**From:** Josh Littrell, Financial Systems Manager  
**Subject:** Recommendation of Award to Denovo for Utiligy 360

Financial Systems Administration is recommending that the City purchase implementation, licensing and annual software maintenance support for the Utiligy 360 – Enterprise Utility Management (EUM) product from Denovo Ventures LLC. This will establish a one year contract with four city optional renewals. Utiligy 360 is written in the JD Edwards toolset which allows it to build upon existing modules and extend the Oracle JD Edwards EnterpriseOne ERP system to include the utility management suite.

Utiligy 360 is the replacement software for the Utility Billing piece within the legacy Sungard software that currently resides on the AS/400. This will consolidate one of the biggest billing systems in the City with the JD Edwards financial system eliminating the need for integrations between the two. Utiligy 360 will use core JD Edwards modules like General Ledger (G/L), Accounts Receivable (A/R), Asset Management, Inventory, Work Order, Address Book and System Foundation. This will allow for an end-to-end suite of applications to communicate and share business objects, data and processes between Customer and Utility Services to Accounting, Finance and Budget.

This purchase is in the amount of \$622,702 for FY 2013-14 which breaks out to \$41,712 for annual support, \$189,600 for end-user licensing and \$391,390 for implementation. Denovo Ventures LLC is a sole source supplier of software maintenance for this suite of applications.

**CC:** Denise Tacke, Finance  
Dianna Wike, Purchasing



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/11/13		
Department:		City Manager		
Department Head		Bruce D. Glasscock		
Agenda Coordinator (include phone #): <b>Cindy Pierce, ext. 5161</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Second Amendment to Employment Agreement by and between Bruce D. Glasscock and the City of Plano for City Manager services; authorizing its execution by the Mayor or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
FUND(S): <b>GENERAL FUND</b>				
COMMENTS: Funding for this item is included in the 2013-14 Budget.				
STRATEGIC PLAN GOAL: Approval of this item relates to the City's goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Second Amendment to Employment Agreement by and between Bruce D. Glasscock and the City of Plano for City Manager services; authorizing its execution by the Mayor or his authorized designee; and providing an effective date.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Second Amendment to Employment Agreement				

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Second Amendment to Employment Agreement by and between Bruce D. Glasscock and the City of Plano for City Manager services; authorizing its execution by the Mayor or his authorized designee; and providing an effective date.**

**WHEREAS**, City of Plano, Texas (“Employer”) and Bruce D. Glasscock (“Employee”) entered into an Employment Agreement on March 28, 2011, setting forth the expectations and benefits to be provided to Employee while he serves as the Plano City Manager, which Agreement was further amended on April 22, 2013 “First Amendment Employment Agreement”; and

**WHEREAS**, Employer and Employee desire to amend the First Amendment Employment Agreement to increase the salary and deferred compensation amounts; and

**WHEREAS**, the City Council has been presented a proposed Second Amendment Employment Agreement between the City of Plano, Texas and Bruce D. Glasscock, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Second Amendment Employment Agreement”); and

**WHEREAS**, upon full review and consideration of the Second Amendment Employment Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions of the Second Amendment should be approved, and that the Mayor shall be authorized to execute it on behalf of the City of Plano.

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

**Section I.** The terms and conditions of the Second Amendment Employment 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 Mayor or his authorized designee is hereby authorized to execute the Second Amendment Employment 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 Second Amendment Employment Agreement.

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

**DULY PASSED AND APPROVED** this the 11<sup>th</sup> day of November, 2013.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## **Second Amendment Employment Agreement**

This Second Amendment to the Employment Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Plano, a municipal corporation, (hereinafter called "Employer") and Bruce D. Glasscock (hereinafter called "Employee") an individual to set forth the obligations between the parties for the duties and benefits for Mr. Glasscock to serve as Plano City Manager and the parties agree as follows:

### **Section 1: Purpose**

The purpose of this Agreement is to set forth the expectations and benefits to be provided the City Manager while he serves as the Plano City Manager, the parties agree that this Agreement does not alter the at will status of Bruce D. Glasscock as an employee of the City.

### **Section 2: Term**

A. The initial term of this Agreement shall be from February 18, 2011 through February 17, 2014 unless it is terminated earlier by Employee or Employer under Section 8. In the event of early termination and Employee is eligible for severance under Section 9, the applicable severance provision shall be paid.

B. If the Employer elects to **not** renew the Agreement, it shall notify the Employee in writing not later than November 18, 2013 and the Agreement shall terminate on February 17, 2014. Upon expiration, neither party shall have any further obligations under the Agreement including but not limited to the employment of Employee as City Manager or payment of any benefits, including severance. Upon termination, the Employee shall only be entitled to the customary benefits that are provided to other employees on termination pursuant to city policies.

C. At the end of the initial term and if the Employer has **not** provided notice to terminate, the Agreement shall renew annually for one (1) year term(s). Thereafter, the Employer must notify Employee in writing of its election to **not** renew the Agreement no later than November 18<sup>th</sup> of each year the Agreement is in effect; otherwise the Agreement is extended for one additional year. Once the Employer elects to not renew, the Agreement is terminated on February 17<sup>th</sup> of the following year with no further obligations by either party including but not limited to the employment of Employee as City Manager or payment of any benefits, including the severance. Upon termination, the Employee shall only be entitled to the customary benefits that are provided to other employees on termination pursuant to city policies.

### **Section 3: Duties and Authority**

Employer agrees to appoint Bruce D. Glasscock as City Manager to perform all customary and usual functions and duties of the position of City Manager including but not limited to those specified by state law, City Charter, and any applicable city ordinances, resolutions and policies.

**Section 4: Compensation**

Effective October 1, 2013, Employer agrees to pay Employee an annual base salary of Two Hundred and Thirty Eight Thousand Nine Hundred and Sixty Dollars (\$238,960.00), payable in installments at the same time that the other employees of the Employer are paid.

This Agreement shall be automatically amended to reflect any salary adjustments that are provided by the Employer. Consideration shall be given on an annual basis to increase compensation.

**Section 5: Retirement**

The Employer agrees to pay its share of contributions to Employee's Texas Retirement System and Retirement Savings Plan benefits for Employee in accordance with the provisions of those plans.

In addition to the plans referenced above, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] Section 457 deferred compensation plan for Employee's continued participation in said plan. Effective January 1, 2014, Employer agrees to pay annually an amount equal to \$16,040.00 in equal proportionate amounts each pay period into said plan on Employee's behalf. Employee agrees he is solely responsible for insuring that as a result of the Employer's contribution, the total annual contribution by the Employer and the Employee does not exceed the maximum limits that may be contributed annually without incurring tax or other liability.

This Agreement shall be automatically amended to reflect any adjustments to the ICMA-RC contribution that is provided by the Employer.

**Section 6: General Business Expenses**

A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget for and to pay for travel subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty vouchers, receipts, statements or personal affidavits.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs organizations.

### **Section 7: Termination**

This Agreement may be terminated by: a majority vote of the governing body at a duly authorized public meeting; or, by Employee giving ninety days' notice of his resignation to Employer and Employer accepting such resignation at a duly authorized public meeting. The Employer may reduce the notice period upon agreement of the Employee.

Upon termination, the Employee shall also be compensated for accrued sick leave and vacation time in accordance with the limitations for such payments under City policy.

### **Section 8: Severance**

A. Severance shall be paid only under the following events:

(1) In the event the Employee is terminated without cause by the Employer during his first year of appointment and Employee is willing and able to perform his duties under this Agreement, Employer agrees to pay a severance payment equal to three months' salary excluding car allowance. This shall be paid in a lump sum within ten days following the effective date of termination. Employer shall also make a deferred compensation contribution for that period in an amount of Twenty Five Hundred Dollars (\$2500.00) to the ICMA-RC plan on Employee's behalf; or,

(2) If the Employee is terminated without cause at any time after the first year of his appointment, the Employer shall provide a severance payment equal to six months' salary at the current rate of pay, excluding car allowance, and Employer shall make a deferred compensation contribution of Five Thousand Dollars (\$5,000.00) to the ICMA-RC plan on Employee's behalf. The severance shall be paid in a lump sum within ten days of the effective date of the termination.

B. All lump sum payments will be net of any applicable and customary deductions for income tax, Medicare, etc.

C. If the Employee is terminated **for cause**, the Employer is not obligated to pay any severance under this section.

D. No severance is due if the Employer elects to not renew the Agreement at the end of the initial or any renewal under Section 2: Term B or C, or if the Employee resigns.

**Section 9: Performance Evaluation**

Employer shall annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

**Section 10: Hours of Work**

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer and, to that end, Employee shall be allowed to establish an appropriate work schedule.

**Section 11: Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment unless otherwise approved by the City Council.

**Section 12 Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**Section 13: Other Terms and Conditions of Employment**

The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee that are not inconsistent with this Agreement.

**Section 14: General Provisions**

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		November 11, 2013		
Department:		Human Resources		
Department Head		Darlene McAndrews		
Agenda Coordinator (include phone #): <b>Kimberly Simmons 5526</b>				
<b>CAPTION</b>				
<p>A Resolution of the City of Plano, Texas approving the terms and conditions of funding agreements between the City of Plano, Texas and various special event organizers; authorizing their execution by the City Manager or his designee; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
<b>2013-2014</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
FISCAL YEAR:				
Budget	0	220,251	0	220,251
Encumbered/Expended Amount	0	0	0	0
This Item	0	-220,251	0	-220,251
BALANCE	0	0	0	0
<b>FUND(S): GENERAL FUND; CONVENTION &amp; TOURISM FUND</b>				
<p>COMMENTS: This item, in the amount of \$220,251 is included in the approved 2013-2014 Budget. Funding for the Urban Town Center Grants, from the General Fund, is \$35,951 and \$184,300 is from the Convention &amp; Tourism Fund for the Special Events (Balloon Festival).</p> <p>STRATEGIC PLAN GOAL: Funding for Arts Organizations relates to the City's goal of Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This resolution establishes funding agreements for four special events totaling \$220,251 which was approved in the FY 2013-14 budget. Funds will be distributed to each event separately and no earlier than 120 days prior to the event. The special events are:</p>				
AsiaFest	\$	13,319		
MLK Celebration	\$	6,992		
Plano Balloon Festival	\$	184,300		
Plano International Festival	\$	15,640		
<b>TOTAL:</b>	<b>\$</b>	<b>220,251</b>		



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

A large, empty rectangular box with a black border, intended for the main content of the agenda item.

List of Supporting Documents: Special Event	Other Departments, Boards, Commissions or Agencies

**A Resolution of the City of Plano, Texas approving the terms and conditions of funding agreements between the City of Plano, Texas and various special event organizers; authorizing their execution by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, the City Council established the Cultural Affairs Commission for the purpose of considering funding requests from outside organizations; and

**WHEREAS**, this Commission considered funding requests from special event organizers, conducted extensive review, and made recommendation for funding to the City Council based on established criteria; and

**WHEREAS**, the City Council received such recommendations during budget deliberations, conducted a public hearing on the proposed budget and approved and adopted the 2013-14 budget; and

**WHEREAS**, pursuant to Ordinance No. 2013-9-8, the City Council has appropriated \$220,251 for such purposes and finds that the services provided by the four organizations are beneficial to the public and serve a valid public purpose; and

**WHEREAS**, the City Council desires to enter into Funding Agreements with four special events organizers, sample copy is attached hereto by reference as Exhibit "A", which establish the terms and conditions for funding.

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

**Section I.** The City Council, after reviewing the terms and conditions of the Funding Agreements and the maximum recommended funding amounts for the below named organizations, hereby approves the Agreements and funding amounts, which are proper and in the best interests of the City of Plano.

**Special Event Grants:**

AsiaFest	\$	13,319
MLK Celebration	\$	6,992
Plano International Festival	\$	15,640
Plano Balloon Festival	\$	184,300
<b>TOTAL:</b>	<b>\$</b>	<b>220,251</b>

**Section II.** The City Manager, or his authorized designee, is hereby authorized to execute such Agreements on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreements, and to act on behalf of the City with regard to its terms and conditions.

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

**DULY PASSED AND APPROVED** this 11<sup>th</sup> day of November, 2013

---

Harry LaRosiliere, **MAYOR**

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY

**AGREEMENT BETWEEN CITY OF PLANO  
AND  
\_\_\_\_\_ (EVENT) \_\_\_\_\_**

The **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as “City”), and \_\_ (organization) \_\_\_\_\_, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as “Contractor”), enter into this agreement for performance of the \_\_\_\_\_ (event) \_\_\_\_\_.

**WHEREAS**, the City Council finds that the expenditure of public funds to Contractor for the production of \_\_\_\_\_ (event name) \_\_\_\_\_, is in the best interest of the residents and the City of Plano; and

**WHEREAS**, the City Council finds that providing City Services for the purpose stated above is a valid public purpose; and

**WHEREAS**, the City Council determined that the City should award grant funding in a sum not to exceed \$ \_\_\_\_\_ for the purposes outlined in the attachment entitled “2013-2014 Special Event Sponsorship/Urban-Town Center Grant Application (hereinafter referred to as “Application”); and

**WHEREAS**, Contractor has established itself as having the ability to perform such activities.

**NOW, THEREFORE**, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

**SECTION I  
PURPOSES/CONSIDERATION; PRIORITY OF DOCUMENTS**

**1.01 Purpose/Consideration.**

This Agreement provides the terms and conditions under which City will make available grant funding in a sum not to exceed \$ \_\_\_\_\_ **(cash)** \_\_\_\_\_, to support the

\_\_\_\_\_ **(event)** \_\_\_\_\_. The City's source of funds is (Hotel/Motel Tax/General) revenues derived from collection of property, sales and other taxes, as well as other sources. Contractor agrees to accept responsibility for guaranteeing City grant funds are used for the items in Exhibit A.

City further agrees to make available City Services as provided in Exhibit D in an amount not to exceed \$ \_\_\_\_\_ **(in-kind)** \_\_\_\_\_ to assist with the event \_\_\_\_\_ **(dates)** \_\_\_\_\_. The City will notify Contractor if Contractor's request for City Services exceeds the amount indicated in Exhibit D. Any City Services requested by Contractor that exceed the Exhibit D amount will be billed back to Contractor by City. Payments for those additional City Services are to be paid in full within 30 days of the invoice date.

In consideration of the City of Plano providing the funding specified for the 2013-14 fiscal year, Contractor shall abide by the terms and conditions of this Agreement.

**1.02 Priority of Documents.**

This Agreement consists of: Agreement between City of Plano and Contractor; Application; Revised Line Item Budget of Approved Expenditures; Special Conditions; General Conditions; Affidavit of No Prohibited Interest; Insurance, and Employee Dishonesty Bond when required. The documents are complementary, and what is called for by one shall be binding as if called for by all. In the event of inconsistency in any provisions of the documents, the inconsistency shall be resolved by giving precedence to the documents in the order in which they are listed above.

## **SECTION II PERMITTED USES OF FUNDS; CONDITIONS OF USE**

**2.01** Contractor shall perform all activities under this Agreement for the purposes outlined in the Application, which is made a part hereof by reference and incorporated as Exhibit A. In the event that the amount of funds requested and outlined for expenditure in the Application differs from the amount of funds actually awarded by the City, then Contractor shall submit a revised line item budget on a form provided by the City which shall be substituted for the original budget submitted with the Application. The revised line item budget must be submitted within 10 days of the execution of the Agreement and no funds shall be disbursed by the City to Contractor unless and until the revised line item budget is submitted. The **Revised Line Item Budget of Approved Expenditures** shall be signed by two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. The revised line item budget shall be attached hereto and incorporated herein as part of Exhibit B.

Request to encumber city funds for projects, as approved in Exhibit A, completed after September 30, 2014, shall be submitted to the City Contract Administrator for review and approval by September 1, 2014. If approved by the City, the encumbered city funds for specific projects must be completed by December 31, 2014. An additional expense report, in accordance with the reporting requirements set forth in 5.01, describing the expenditure of encumbered funds, must be submitted to the City no later than January 31, 2015. City funds may only be encumbered for projects that have commenced prior to September 1, 2014.

1. Subsequent to the initial contract submittal, should the Contractor wish to provide activities for a purpose other than those stated in Exhibit A, the Contractor must submit an additional amended Revised Line Item Budget of Approved Expenditures and request approval from the Contractor's Board, Cultural Affairs Commission, and City Manager. No change may occur unless:

- a. Approved by Contractor's Board, as evidenced by the official minutes of the Board authorizing the change;
- b. Approved by the Cultural Affairs Commission, as evidenced by the official minutes of the Commission authorizing the change presented by the Contractor's Board;
- c. Approved by the City Manager, or his designee, after submission of the requested change by the Cultural Affairs Commission.

Contractor cannot expend any funds nor receive City Services for a purpose not listed in the funding application until receipt of written approval from the City Manager or his designee.

**2.02** All expenditure of City funds or use of City Services must comply with the Agreement and attachments hereto and Contractor must meet all other conditions of this Agreement.

**2.03** Contractor agrees to the general conditions of the grant as set forth in the attachment entitled "General Conditions of Agreement" (hereinafter referred to as the "General Conditions"), which is attached hereto and incorporated herein for all purposes as Exhibit C.

### **SECTION III NON-ASSIGNMENT**

**3.01** Contractor may not assign any interest in this Agreement, whether in whole or part, without prior approval of the City Council, as reflected by a duly authorized resolution.

### **SECTION IV INDEPENDENT CONTRACTOR**

**4.01** The City enters into this Agreement with Contractor for the purposes enumerated in Section I. Contractor asserts and agrees that Contractor is an independent contractor and not

an officer, agent, servant or employee of the City. Contractor has exclusive control over the details of the activity, and is responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondeat superior does not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants. Further, this agreement does not create a partnership or joint enterprise between City and Contractor.

## **SECTION V DISBURSEMENT OF FUNDS**

**5.01** The City will disburse funds provided under this Agreement no sooner than sixty (60) days prior to the event and once the City of Plano Special Event Permit Application has been submitted.

**5.02** Expenses incurred after the termination date will not be reimbursed under this Agreement and the City shall assume no liability for same.

**5.03** Failure to comply with the reporting requirements as outlined in Section 5.08 of this agreement below, including submittal of an executed certificate of compliance, shall result in any future funds being withheld from disbursement to the Contractor until a properly prepared report is submitted to the City as required.

**5.04** Failure to submit a Revised Line Item Budget of Approved Expenditures as required in Section II of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City.

**5.05** Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30<sup>th</sup> of each year,

shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**5.06** Contractor recognizes that grant funding is derived from revenue collected by the City. In the event that the revenue generated for fiscal year 2013-14 is lower than initially anticipated, Contractor agrees that the total sum of grant funding awarded by the City to the Contractor may be adjusted accordingly at the City's sole discretion.

**5.07 Reporting Requirements.**

Within sixty (60) days following the event, Contractor agrees to provide a final written report of its activities and expenditures along with associated financial statements to the Contract Administrator sufficiently describing the expenditure of funds provided by the City to be compared against the Application attached in Exhibit A and any Revised Line Item Budget of Approved Expenditures documents, as well as a description of program goals achieved and/or progress toward those goals. These reports shall contain a Certificate of Compliance with notarized signatures of two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. Reports submitted without required notarized signatures will be rejected and considered incomplete.

**5.08** If the Contractor is found to be in breach of any of the terms or conditions of a prior year's City funding agreement, or has any outstanding items from previous years funding agreement, funds from the current fiscal year shall be withheld from disbursement to the Contractor until those items have been resolved.

**SECTION VI  
AFFIDAVIT OF NO PROHIBITED INTEREST**

**6.01** Contractor acknowledges and represents it is aware of all applicable laws, the City Charter, and the City Code of Conduct regarding prohibited interests, and that the existence

of a prohibited interest at any time will render the Contract voidable. At the time of signing this Agreement, a representative of Contractor shall execute the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit E.

## **SECTION VII INSURANCE REQUIREMENTS/INDEMNIFICATION**

### **7.01 Insurance.**

At its own expense, Contractor agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit F. Additionally, this insurance must specifically cover any and all activities occurring on City property, including those activities of Contractor's employees, volunteers, vendors, contractors, or subcontractors. Contractor must provide proof of this insurance to the Contract Administrator no less than 120 days prior to the event. A properly executed Certificate of Insurance issued by Contractor's insurance agency is sufficient proof of insurance. Contractor must maintain a current copy of the certificate(s) and provide proof of its current insurance to City throughout the entire term of this Contract.

### **7.02 Indemnification.**

**THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE**

**CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

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

**SECTION VIII  
TERM**

**8.01** The term of this Agreement is November 1, 2014 through **(last day of month of event)\_\_\_\_\_**. At the expiration of this Agreement, the Contractor shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including the submission of a final written report to the City and any other requested written documentation verifying Contractor's compliance with the terms of this Agreement.

**SECTION IX  
TERMINATION**

**9.01** Each party shall have the right to an early termination of this Agreement by giving the other party written notice thirty (30) days before the desired early termination date. After a notice of early termination, Contractor may use City funds only for costs incurred before the notice of termination date.

**9.02** In the event Contractor breaches any of the terms or conditions of this Agreement, whether in whole or part, the City may immediately terminate this Agreement by providing written notice to the Contractor, notwithstanding any other provision.

**SECTION X  
MISCELLANEOUS**

**10.01 Entire Agreement.**

This Agreement and its attachments constitute the entire agreement between the parties. The parties may only modify, amend, or supplement this Agreement through a written instrument executed by both parties.

**10.02 Authority**

The undersigned represents and warrants that he or she is the duly authorized representative of the Contractor, and that the Board of Trustees (or equivalent) of the Contractor has approved and accepted this Agreement by Board resolution. Contractor at all times shall maintain a copy of the Board resolution for submission to City upon request.

This Agreement does not become or binding on the City of Plano until both the Contractor and the City Manager or his designee have executed it.

**10.03 Successors and Assigns**

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

**10.04 Notice.**

Any Notice, Reports or Documents required to be provided by this Agreement shall be in writing and delivered to the parties as follows:

City Contract Administrator  
Karen Williams  
Event Supervisor  
City of Plano  
P O Box 860358  
Plano, TX 75086-0358  
972-941-7250

Contractor  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10.05 Paragraph Headings.**

The paragraph headings contained herein are for convenience only and do not define or limit the scope of any provisions in this Agreement.

**10.06 Interpretation of Contract.**

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.

**10.07 Venue.**

The parties agree that the laws of the State of Texas govern this Agreement, and which is performable in Collin County, Texas. In the event of breach of this Agreement, venue for all causes of action shall exclusively lie in Collin County, Texas.

**IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_

BY: \_\_\_\_\_

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

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

**CITY OF PLANO, TEXAS**

BY: \_\_\_\_\_

Bruce D. Glasscock  
CITY MANAGER

APPROVED AS TO FORM:

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

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**       )  
  )  
**COUNTY OF \_\_\_\_\_**  )

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

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

**EXHIBIT A**

**CONTRACTOR'S APPLICATION**

This exhibit represents only the Budget portion of the application.

The remainder of the application is attached hereto by reference and is on file in the Parks and Recreation Department and may be viewed by contacting that office during normal business hours.

**EXHIBIT B**



**Special Event Grant**

**REVISED LINE ITEM BUDGET of APPROVED EXPENDITURES for 2013-14 Grant**

Please complete the following by providing information based on your FY 2013-14 requested amount and awarded amount. Please attach a new copy of your complete budget for the year of your request after revisions.

ORGANIZATION: \_\_\_\_\_

DATE: \_\_\_\_\_

**Expenses:**

	REVISED Total Event Budget	Original Request City Cash	City Cash Awarded	Original Request City In-Kind	City In- Kind Awarded
Advertising & Promotion					
Contracted Services					
Insurance					
Rental Expenses					
Other					
City In-Kind Sponsorship (City Services*)					
Other In-Kind Sponsorships					
<b>Grand Total</b>					

\* These will be calculated in accordance with Fair Labor Standards Act.

**CERTIFICATE OF COMPLIANCE**

**CERTIFICATION:** \_\_\_\_\_ and \_\_\_\_\_,

members of the Board of Directors of \_\_\_\_\_  
agency

By signatures below, we attest to the accuracy of the information contained in this document.

Attest: \_\_\_\_\_

signature

\_\_\_\_\_

signature

\_\_\_\_\_

name printed

\_\_\_\_\_

name printed

\_\_\_\_\_

date

\_\_\_\_\_

date

## **EXHIBIT C**

### **GENERAL CONDITIONS OF AGREEMENT**

The Contractor agrees to the following general conditions:

- (1) The Contractor must provide reports of its activities as described in Section V, *Disbursement of Funds*, Paragraph 5.07, *Reporting Requirement*, of the Funding Agreement and as otherwise required by the Special Conditions of the Agreement on a format acceptable to the City. Disbursements may cease if reports are not submitted.
- (2) All of Contractor's procedures, records, and reports of programs and accounts shall be available for inspection by a duly authorized representative of the City. The materials shall be made available during regular business hours and not later than three (3) business days after request to do so. An independent audit of Contractor's financial records, paid for by Contractor, shall be furnished to the City upon request.
- (3) The Contractor agrees to on-site inspection of its facilities and/or programs by the City.
- (4) Improper use of funds provided by City may result in the termination of the Agreement, forfeiture of any outstanding monies to be provided by City, recovery of previous payments, recovery of bond payments, requirement for Contractor to provide an Employee Dishonesty Bond for future participation and/or disqualification of Contractor from future participation in grant programs offered or sponsored by or through City.
- (5) Programs, activities, employment opportunities, and other participatory events funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religion, sex, age, national origin, disability, familial status, or political affiliation.
- (6) The Contractor and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Plano.
- (7) The Contractor shall comply with all Federal, State and Local conflict of interest laws, statutes, and regulations; these laws shall apply to all parties and beneficiaries under this Agreement as well as to all officers, employees, and agents of City.
- (8) None of the funds, materials, property, or services provided directly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.
- (9) The City shall have the right to review any and all of Contractor's agreements and contracts prior to execution by the Contractor. City further has the right to require the modification, addition, or deletion of such terms and conditions in Contractor's agreements or contracts as it deems necessary to protect the City's interests.
- (10) The Contractor must officially recognize its relationship with the City of Plano by incorporating an acknowledgment in all of its publications and electronic media such as "\_\_\_\_\_ is funded in part by the City of Plano" and by including a link on their website to [www.planocvb.com](http://www.planocvb.com), the Plano Convention and Visitors Bureau site.

**EXHIBIT D**

**SPECIAL CONDITIONS**

The Contractor agrees to the following special conditions:

Public safety for the event will be provided by the Plano Police personnel under the direction of the Plano Police Chief or the Police Chief's designee.

Expenses for City services, i.e., Police, Parks and Recreation, Fire, and Public Works Departments will be appropriated by the City in the amounts listed on the chart below. These expenses shall be considered a part of the grant by the City.

Department	
	\$
	\$
<b>TOTAL</b>	\$

The event shall not be charged by City departments for planning or administrative time performed during regular business hours.

The Contractor must show evidence of all incurred expenses for funds received under this Agreement.

Any surplus of City contributed funds following payment of all qualified expenses shall be remitted to the City of Plano.

Settlement of all qualified expenses and return of surplus funds to the City of Plano shall occur no later than sixty (60) days after the event end date.

The event shall be considered an officially sponsored event of the City of Plano, and as such follow and be subject to all regulations and guidelines of other City of Plano events.

Public Service booth space will be provided by the event to the City of Plano and its departments at no charge subject to space availability.

The event shall require all vendors to comply with applicable laws and regulations and publicly display all appropriate health, fire, sales tax, or other permits.

The event shall provide adequate handicapped parking or transportation.

The event will be responsible for application and completion of the Special Event Permit as prescribed by ordinance.

**EXHIBIT E**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare and affirm that no person or officer of \_\_\_\_\_ (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

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 Contractor

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**EXHIBIT F**

**INSURANCE**

Contractor shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Contractor, its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The Contractor shall maintain insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage (“occurrence” form CG 0001). Coverage will include: A) Premises - Operations, B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: They City, its officials, employees, volunteers, Boards and Commissions are to be added as “Additional Insureds” in respect to liability arising out of any activities performed by or on behalf of the Contractor. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Contractor’s insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Contractor’s insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards the workers compensation policy.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poor’s rating of A or better.

The Contractor shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	November 11, 2013
Department:	Human Resources
Department Head	Darlene McAndrews
Agenda Coordinator (include phone #): <b>Kimberly Simmons 5526</b>	

**CAPTION**

A Resolution of the City of Plano, Texas approving the terms and conditions of funding agreements between the City of Plano, Texas and various arts organizations; authorizing their execution by the City Manager or his designee; and providing an effective date.

**FINANCIAL SUMMARY**

NOT APPLICABLE    
  OPERATING EXPENSE    
  REVENUE    
  CIP

FISCAL YEAR: <b>2013-2014</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	768,468	0	768,468
Encumbered/Expended Amount	0	0	0	0
This Item	0	-768,468	0	-768,468
BALANCE	0	0	0	0

**FUND(S):    CONVENTION AND TOURISM**

COMMENTS: This item, in the amount of \$768,468 is included in the approved 2013-2014 Budget for the funding of Arts Organizations.

STRATEGIC PLAN GOAL: Funding for Arts Organizations relates to the City's goal of Partnering for Community Benefit.

**SUMMARY OF ITEM**

This resolution establishes funding agreements with various arts organizations for a total amount of \$768,468 approved in the FY 2013-2014 budget. Funds will be distributed to the organizations on the following schedule: an amount not to exceed 50% of the funds by November 30, 2013; an amount not to exceed 25% of the funds by February 28, 2014; an amount not to exceed the remaining 25% of the funds by July 14, 2014. Small Grants (\$1,000 or less will be distributed in a single payment to the recipient organization by November 30, 2013).

ArtCentre of Plano	\$    61,644
Art & Drama Centre Theatre	\$    36,526
Chamberlain Performing Arts	\$ 102,615
Children's Chorus of Collin Co.	\$    13,316
Dallas Asian Amer. Youth Orch.	\$    13,097
Men of Note	\$    7,540



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

PFamily Arts	\$ 23,694
Plano Art Association	\$ 6,270
Plano Children's Theatre	\$ 157,365
Plano Civic Chorus	\$ 14,012
Plano Community Band	\$ 6,533
Plano Metropolitan Ballet	\$ 10,665
Plano Symphony Orchestra	\$ 238,426
Rover Dramawerks	\$ 41,858
Theatre Britain	\$ 6,309
Texas Winds Musical Outreach	\$ 13,264
Younger Generation Chorus	\$ 15,334
<b>TOTAL:</b>	<b>\$ 768,468</b>

List of Supporting Documents: Sample Funding Agreements : Arts Grants	Other Departments, Boards, Commissions or Agencies
---	--

**A Resolution of the City of Plano, Texas approving the terms and conditions of funding agreements between the City of Plano, Texas and various arts organizations; authorizing their execution by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, the City Council established the Cultural Affairs Commission for the purpose of considering funding requests from outside organizations; and

**WHEREAS**, this Commission considered funding requests from arts organizations, conducted extensive review, and made recommendation for funding to the City Council based on established criteria; and

**WHEREAS**, the City Council received such recommendations during budget deliberations, conducted a public hearing on the proposed budget and approved and adopted the 2013-14 budget; and

**WHEREAS**, pursuant to Ordinance No. 2013-9-8, the City Council has appropriated \$768,468 for such purposes and finds that the services provided by the seventeen organizations are beneficial to the public and serve a valid public purpose; and

**WHEREAS**, the City Council desires to enter into Funding Agreements with seventeen arts organizations, sample copy is attached hereto by reference as Exhibit "A", which establish the terms and conditions for funding.

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

**Section I.** The City Council, after reviewing the terms and conditions of the Funding Agreements and the maximum recommended funding amounts for the below named organizations, hereby approves the Agreements and funding amounts, which are proper and in the best interests of the City of Plano.

Support of the Arts:

ArtCentre of Plano	\$	61,644
Art & Drama Centre Theatre	\$	36,526
Chamberlain Performing Arts	\$	102,615
Children's Chorus of Collin Co.	\$	13,316
Dallas Asian Amer. Youth Orch.	\$	13,097
Men of Note	\$	7,540
PFamily Arts	\$	23,694
Plano Art Association	\$	6,270
Plano Children's Theatre	\$	157,365
Plano Civic Chorus	\$	14,012
Plano Community Band	\$	6,533

Plano Metropolitan Ballet	\$	10,665
Plano Symphony Orchestra	\$	238,426
Rover Dramawerks	\$	41,858
Texas Winds Musical Outreach	\$	13,264
Theatre Britain	\$	6,309
Younger Generation Chorus	\$	15,334
<b>TOTAL:</b>	<b>\$</b>	<b>768,468</b>

**Section II.** The City Manager, or his authorized designee, is hereby authorized to execute such Agreements on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreements, and to act on behalf of the City with regard to its terms and conditions.

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

**DULY PASSED AND APPROVED** this 11<sup>th</sup> day of November, 2013

---

Harry LaRosiliere, **MAYOR**

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY

**FUNDING AGREEMENT BETWEEN CITY OF PLANO  
AND**

---

The **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as “City”), and \_\_\_\_\_, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as “Contractor”), enter into this funding agreement for the purposes set out herein.

**WHEREAS**, the City Council finds that the expenditure of public funds to Contractor is in the best interest of the residents and the City of Plano; and

**WHEREAS**, the City Council finds that expending public funds is a valid public purpose; and

**WHEREAS**, the City Council determined that the City should award grant funding in a sum not to exceed \$\_\_\_\_\_ for the purposes outlined in the attachment entitled “2013-2014 Major Arts Grant Application” (hereinafter referred to as “Application”); and

**WHEREAS**, Contractor has established itself as having the ability to perform such activities.

**NOW, THEREFORE**, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

**SECTION I  
PURPOSES/CONSIDERATION; PRIORITY OF DOCUMENTS**

**1.01 Purpose/Consideration.**

This Agreement provides the terms and conditions under which City will make available grant funding in a sum not to exceed \$\_\_\_\_\_, for use to support the activities outlined in attached Exhibit A, Contractor’s funding application. The City's source of these funds is derived from the Hotel/Motel Tax revenues and total grant funding awarded to Contractor is subject to change pursuant to Section 5.07 of the agreement herein. Contractor agrees to accept responsibility for guaranteeing City grant funds are used for the items in Exhibit A. In consideration of the City of Plano providing the funding specified for the 2013-14 fiscal year, Contractor shall abide by the terms and conditions of this Agreement.

**1.02 Priority of Documents.**

This Agreement consists of: Agreement between City of Plano and Contractor; Application; Revised Line Item Budget of Approved Expenditures; General Conditions; Affidavit of No Prohibited Interest; Insurance, and Employee Dishonesty Bond when required. The documents are complementary, and what is called for by one shall be binding as if called for by all. In the event of inconsistency in any provisions of the documents, the inconsistency shall be resolved by giving precedence to the documents in the order in which they are listed above.

**SECTION II  
PERMITTED USES OF FUNDS; CONDITIONS OF USE**

**2.01** Contractor shall use any and all funds furnished by City under this Agreement for the purposes outlined in the Application, which is made a part hereof by reference and incorporated as Exhibit A. In the event that the amount of funds requested and outlined for expenditure in the Application differs from the amount of funds actually awarded by the City, then Contractor shall submit a revised line item budget on a form provided by the City which shall be substituted for the original budget submitted with the Application. The revised line item budget must be submitted within 10 days of the execution of this Agreement and no funds shall be disbursed by the City to Contractor unless and until the revised line item budget is submitted. The **Revised Line Item Budget of Approved Expenditures** shall be signed by two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. The revised line item budget shall be attached hereto and incorporated herein as part of Exhibit B.

Request to encumber city funds for projects, as approved in Exhibit A, completed after September 30, 2014 shall be submitted to the Contract Administrator for review and approval by September 1, 2014. If approved by the City, the encumbered city funds for specific projects must be completed by December 31, 2014. An additional expense report, in accordance with the reporting requirements set forth in 5.08, describing the expenditure of encumbered funds must be submitted to the City no later than January 31, 2015. City funds may only be encumbered for projects that have commenced prior to September 1, 2014.

1. Subsequent to the initial contract submittal, should the Contractor wish to utilize funds for a purpose other than those stated in Exhibit A, the Contractor must submit an additional amended **Revised Line Item Budget of Approved Expenditures** and request approval from the Contractor's Board, Cultural Affairs Commission, and City Manager. No change may occur unless:
  - a. Approved by Contractor's Board, as evidenced by the official minutes of the Board authorizing the change;
  - b. Approved by the Cultural Affairs Commission, as evidenced by the official minutes of the Commission authorizing the change presented by the Contractor's Board;
  - c. Approved by the City Manager, or his designee, after submission of the requested change by the Cultural Affairs Commission.

Contractor cannot expend any funds for a purpose not listed in the funding application until receipt of written approval from the City Manager or his designee.

**2.02** All expenditures of City funds must comply with the Agreement and attachments hereto. Agreement compliance is defined as:

1. At least 90% of expenses budgeted in each category of the Application and funded by City monies must be spent in that category;
2. All requests to reallocate funds from one line item to another must first be approved by the Contractor's Board, as evidenced by the official minutes of the Board authorizing the change and submitted to the Contract Administrator. If the Contract Administrator finds that the request conforms to Item 1 of 2.02 above, the amended line item budget shall be approved. If the Contract Administrator finds that the amendments do not conform to 2.02.1 above, the request must be approved in accordance with the conditions set forth in b and c of Item 1 of 2.01;
3. Contractor must meet all other conditions of this Agreement.

**2.03** Contractor agrees to the general conditions of the grant as set forth in the attachment entitled “General Conditions of Contract” (hereinafter referred to as the “General Conditions”), which is attached hereto and incorporated herein for all purposes as Exhibit C.

**2.04** Unexpended and unencumbered City funds that remain with the Contractor after September 30, 2014 will revert to the City and the Contractor must return said funds to the City on or before October 31, 2014. Encumbered City funds are those funds which the Contractor has received and obligated for payment by written agreement or contract to expend on approved projects listed in Exhibit A.

### **SECTION III NON-ASSIGNMENT**

**3.01** Contractor may not assign any interest in this Agreement, whether in whole or part, without prior approval of the City Council, as reflected by a duly authorized resolution.

### **SECTION IV INDEPENDENT CONTRACTOR**

**4.01** The City enters into this Agreement with Contractor for the purposes enumerated in Section I. Contractor asserts and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of the City. Contractor has exclusive control over the details of the activity, and is responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondeat superior does not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants. Further, this agreement does not create a partnership or joint enterprise between City and Contractor.

**SECTION V  
DISBURSEMENT OF FUNDS**

**5.01** The City will disburse funds provided under this Agreement as follows:

1. for grants of **\$1,000** or less, 100 % of the funds by November 30, 2013.  
For all grants greater than \$1,000:
2. an amount not to exceed 50% of the funds by November 30, 2013.
3. an amount not to exceed 25% of the funds by February 28, 2014.
4. an amount not to exceed the remaining 25% of the funds by July 15, 2014.

**5.02** Expenses incurred after the termination date will not be reimbursed under this Agreement and the City shall assume no liability for same.

**5.03** Failure to comply with the quarterly reporting requirements as outlined in Section 5.08 of this agreement below, including submittal of an executed certificate of compliance, shall result in funds being withheld from disbursement to the Contractor until a properly prepared report is submitted to the City as required.

**5.04** Failure to submit a Revised Line Item Budget of Approved Expenditures as required in Section II of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City.

**5.05** Failure to submit an Employee Dishonesty Bond as required in Section VII of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City as required.

**5.06** Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30<sup>th</sup> of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of

the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**5.07** Contractor recognizes that grant funding is derived from Hotel/Motel tax revenue collected by the City. In the event that the Hotel/Motel Tax revenue generated for fiscal year 2013-14 is lower than initially anticipated, Contractor agrees that the total sum of grant funding awarded by the City to the Contractor may be adjusted accordingly at the City's sole discretion.

**5.08 Reporting Requirements.**

Within thirty (30) days of the close of each preceding quarter of the contract term, Contractor agrees to provide financial statements to the Contract Administrator sufficiently describing the expenditure of funds provided by the City to be compared against the Revised Line Item Budget of Approved Expenditures attached in Exhibit B, a list of all bank checks dispatched per quarter relating to the approved expenditures attached in Exhibit A, as well as a description of program goals achieved and/or progress of same for the preceding quarter. These reports shall contain a Certificate of Compliance with notarized signatures of two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. In the case of grants of **\$1,000** or less, the report is due within 30 days of the close of the quarter in which the funds were expended. Reports submitted without required notarized signatures will be rejected and considered incomplete.

At the end of the Contract Term or in the event of earlier termination, Contractor shall provide a final written report of its activities and expenditures to the Contract Administrator within 30 days.

**5.09** Failure to resolve any outstanding fire, health and safety code requirements found at the Contractor's facilities shall result in funds being withheld from disbursement to the Contractor until those requirements have been resolved. Contractor is responsible for the expenses to resolve the fire, health and safety code requirements and may not use City funds unless the activity has been approved on the projects list in Exhibit A.

**5.10** If the Contractor is found to be in breach of any of the terms or conditions of a prior year's City funding agreement, or has any outstanding items from previous years funding agreement, funds from the current fiscal year shall be withheld from disbursement to the Contractor until those items have been resolved.

**SECTION VI  
AFFIDAVIT OF NO PROHIBITED INTEREST**

**6.01** Contractor acknowledges and represents it is aware of all applicable laws, the City Charter, and the City Code of Conduct regarding prohibited interests, and that the existence of a prohibited interest at any time will render the Contract voidable. At the time of signing this Agreement, a representative of Contractor shall execute the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit D.

**SECTION VII  
INSURANCE REQUIREMENTS/INDEMNIFICATION**

**7.01 Insurance.**

At its own expense, Contractor agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit E. Additionally, this insurance must specifically cover any and all activities occurring on City property, including those activities of Contractor's employees, volunteers, vendors, contractors, or subcontractors. Contractor must provide proof of this insurance to the Contract Administrator within ten (10) days of execution of this Agreement. A properly executed certificate of insurance issued by Contractor's insurance agency is sufficient proof of insurance. Contractor must maintain a current copy of the certificate(s) and provide proof of its current insurance to City throughout the entire term of this Contract. These insurance requirements shall apply only to grants of more than \$1,000.

**7.02 Employee Dishonesty Bond Requirement Applicable to Contractors Receiving Funds of \$75,000 or greater**

At its own expense, a Contractor receiving funds in the amount of \$75,000 or more agrees to maintain during the term of this Agreement, or any extension thereof, an Employee Dishonesty Bond (EDB) in an amount equal to the total dollar amount awarded to Contractor by the City as defined in the grant agreement. A copy of proof of EDB shall be attached to the funding agreement as an additional attachment to Exhibit E. Bonds shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

Bonds shall be made payable to the City of Plano and shall be maintained by Contractor throughout the contract period. Contractor must provide proof of this EDB to the Contract Administrator within ten (10) days of execution of this Agreement. A properly executed bond certificate issued by Contractor's insurance agency is sufficient proof of EDB. Contractor must maintain a current copy of the certificate(s) and provide proof of its current EDB to City throughout the entire term of this Contract. Failure to provide proof of the EDB shall result in the City withholding disbursement of funds to the Contractor until proof is provided as required under this Agreement.

**7.03 Indemnification.**

**THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE**

**PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

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

## **SECTION VIII TERM**

**8.01** The term of this Agreement is November 1, 2013 through September 30, 2014. At the expiration of this Agreement, the Contractor shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including the submission of a final written report to the City and any other requested written documentation verifying Contractor's compliance with the terms of this Agreement.

**SECTION IX  
TERMINATION**

**9.01** Each party shall have the right to an early termination of this Agreement by giving the other party written notice thirty (30) days before the desired early termination date. After a notice of early termination, Contractor may use City funds only for costs incurred before the notice of termination date. Contractor, however, must return to the City the unused balance of any funds disbursed to the Contractor pursuant to this Agreement within ten (10) days of either an early termination or at the end of the Agreement term.

**9.02** In the event Contractor breaches any of the terms or conditions of this Agreement, whether in whole or part, the City may immediately terminate this Agreement by providing written notice to the Contractor, notwithstanding any other provision. Contractor is solely responsible for funds expended contrary to the terms and conditions of this Agreement, and must return the City funds within ten (10) days of the termination.

**SECTION X  
MISCELLANEOUS**

**10.01 Entire Agreement.**

This Agreement and its attachments constitute the entire agreement between the parties. The parties may only modify, amend, or supplement this Agreement through a written instrument executed by both parties.

**10.02 Authority**

The undersigned represents and warrants that he or she is the duly authorized representative of the Contractor, and that the Board of Trustees (or equivalent) of the Contractor has approved and accepted this Agreement by Board resolution. Contractor at all times shall maintain a copy of the Board resolution for submission to City upon request.

This Agreement does not become binding on the City of Plano until both the Contractor and the City Manager, or his designee, has executed it.

**10.03 Successors and Assigns**

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

**10.04 Notice.**

Any Notice, Reports or Documents required to be provided by this Agreement shall be in writing and delivered to the parties as follows:

City Contract Administrator  
Dana Conklin  
City of Plano  
P.O. Box 860358  
Plano, TX 75086-0358  
Telephone: 972-941-7321

Contractor  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10.05 Paragraph Headings.**

The paragraph headings contained herein are for convenience only and do not define or limit the scope of any provisions in this Agreement.

**10.06 Interpretation of Contract.**

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.

**10.07 Venue.**

The parties agree that the laws of the State of Texas govern this Agreement, and which is performable in Collin County, Texas. In the event of breach of this Agreement, venue for all causes of action shall exclusively lie in Collin County, Texas.

**IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

\_\_\_\_\_  
Organization

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

**CITY OF PLANO, TEXAS**

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

APPROVED AS TO FORM:

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

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**            )  
  )  
**COUNTY OF** \_\_\_\_\_)

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

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

**EXHIBIT A**

**CONTRACTOR'S APPLICATION**

The application is attached hereto by reference and is on file in the Public Information Department and may be viewed by contacting that office during normal business hours.



**EXHIBIT B**

**Cultural Arts Grant**

**REVISED LINE ITEM BUDGET of APPROVED EXPENDITURES for 2013-14 Grant**

Please complete the following by providing information based on your FY 2013-14 request and attach a new copy of your complete budget for the year of your request.

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

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

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Total Approved City of Plano Funding for FY 2013-2014: \_\_\_\_\_

**Budget Category:** \_\_\_\_\_ **Amount:** \_\_\_\_\_

<b>Personnel (Artistic, Cultural, Technical &amp; Administrative Staff</b>	
<b>Contracted Services</b>	
<b>Travel</b>	
<b>Rental Expense</b>	
<b>Advertising and Promotion</b>	
<b>Insurance</b>	
<b>Other Expenses</b>	
<b>TOTAL PROJECTED AUTHORIZED EXPENDITURE OF CITY OF PLANO ARTS GRANT:</b>	

**CERTIFICATE OF COMPLIANCE**

**CERTIFICATION:** \_\_\_\_\_ and \_\_\_\_\_,  
members of the Board of Directors of \_\_\_\_\_  
agency

By signatures below, we attest to the accuracy of the information contained in this document.

Attest: _____	_____
signature	signature
_____	_____
name printed	name printed
_____	_____
date	date

## **EXHIBIT C**

### **GENERAL CONDITIONS OF AGREEMENT**

The Contractor agrees to the following general conditions:

- (1) The Contractor must provide reports of its activities as described in Section V, *Disbursement of Funds*, Paragraph 5.08, *Reporting Requirement*, of the Funding Agreement and as otherwise required by the Special Conditions of the Agreement on a format acceptable to the City. Disbursements may cease if reports are not submitted.
- (2) All of Contractor's procedures, records, and reports of programs and accounts shall be available for inspection by a duly authorized representative of the City. The materials shall be made available during regular business hours and not later than three (3) business days after request to do so. An independent audit of Contractor's financial records, paid for by Contractor, shall be furnished to the City upon request.
- (3) The Contractor agrees to on-site inspection of its facilities and/or programs by the City.
- (4) Improper use of funds provided by City may result in the termination of the Agreement, forfeiture of any outstanding monies to be provided by City, recovery of previous payments, recovery of bond payments, requirement for Contractor to provide an Employee Dishonesty Bond for future participation and/or disqualification of Contractor from future participation in grant programs offered or sponsored by or through City.
- (5) Programs, activities, employment opportunities, and other participatory events funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religion, sex, age, national origin, disability, familial status, or political affiliation.
- (6) The Contractor and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Plano.
- (7) The Contractor shall comply with all Federal, State and Local conflict of interest laws, statutes, and regulations; these laws shall apply to all parties and beneficiaries under this Agreement as well as to all officers, employees, and agents of City.
- (8) None of the funds, materials, property, or services provided directly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.
- (9) The City shall have the right to review any and all of Contractor's agreements and contracts prior to execution by the Contractor. City further has the right to require the modification, addition, or deletion of such terms and conditions in Contractor's agreements or contracts as it deems necessary to protect the City's interests.
- (10) For a non-profit corporation in existence for more than one (1) year at the time of the execution of this Agreement, Contractor agrees to provide a sworn statement attesting to the fact that the status of the Contractor is currently valid as a non-profit corporation. All corporations must be in good standing with the Texas Secretary of State.
- (11) The Contractor must officially recognize its relationship with the City of Plano by incorporating an acknowledgment in all of its publications and electronic media such as "\_\_\_\_\_ is funded in part by the City of Plano" and by including a link on their website to [www.planocvb.com](http://www.planocvb.com), the Plano Convention and Visitors Bureau site.

**EXHIBIT D**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare and affirm that no person or officer of \_\_\_\_\_ (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

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 Contractor

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

## **EXHIBIT E**

Contractor shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Contractor, its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The Contractor shall maintain insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence" form CG 0001). Coverage will include: A) Premises - Operations, B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: The City, its officials, employees, volunteers, Boards and Commissions are to be added as "Additional Insureds" in respect to liability arising out of any activities performed by or on behalf of the Contractor. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Contractor's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Contractor's insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards the workers compensation policy.

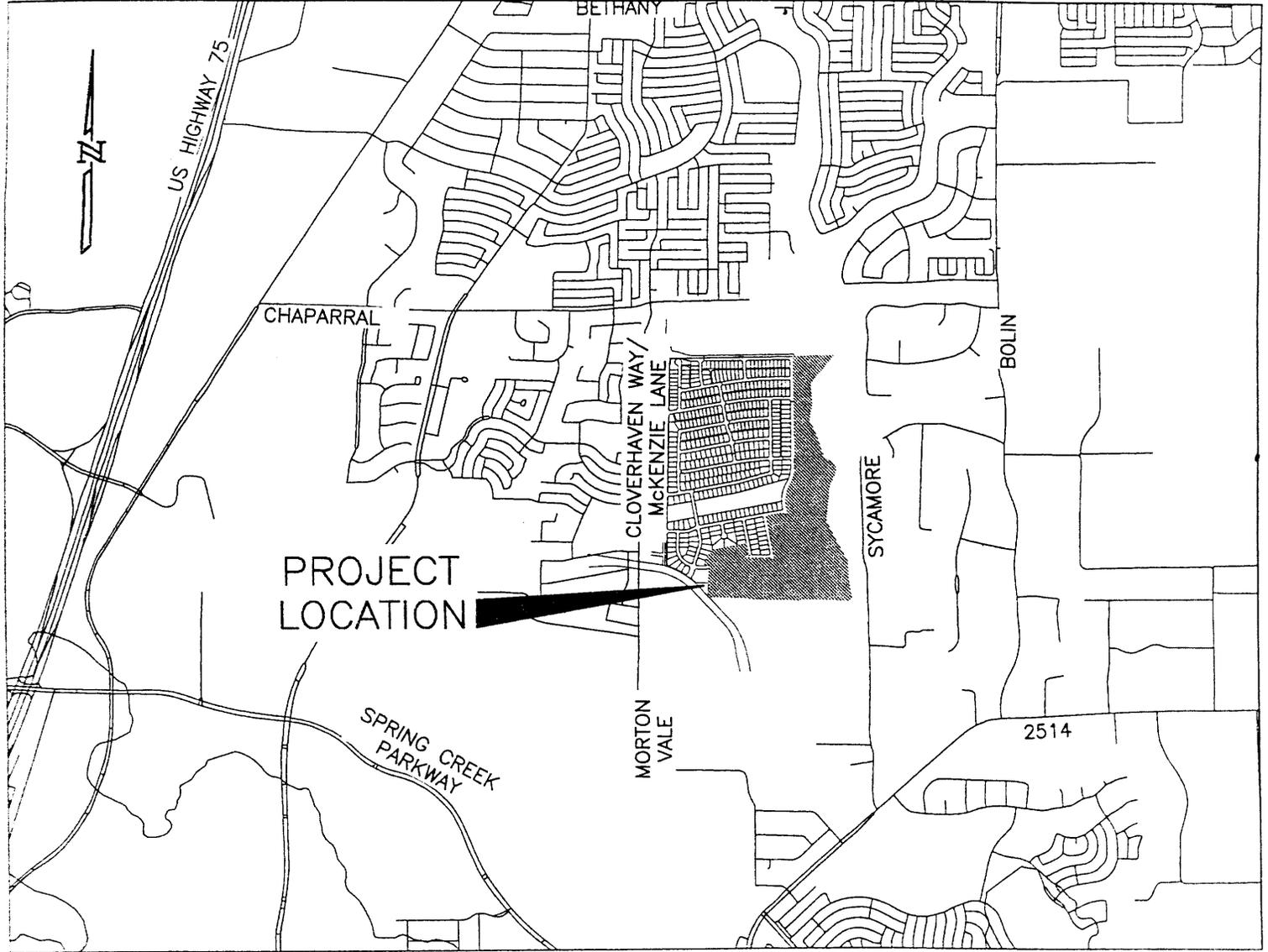
Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

The Contractor shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:	11/11/13			
Department:	Engineering			
Department Head	Gerald Cosgrove			
Project	Trails of Glenwood, Phase 4 – Proj #5602-4			
Agenda Coordinator (include phone #): <b>Kathleen Schonne X-7198</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of that certain 0.274 Acre Drainage Easement, recorded in County Clerk's File No. 20121229001655090, of the Official Public Records of Collin County, Texas and being situated in the A. M. Hetfield Survey, Abstract No. 432, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, TOG Development I, LLC, to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
<b>FUND(s): N/A</b>				
<b>COMMENTS: COMMENTS:</b> This item has no financial impact.				
STRATEGIC PLAN GOAL: Abandoning all right, title and interest of the City to this easement relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
<p>This Easement falls within the Trails of Glenwood, Phase 4 project limits. There is currently no drainage structure within this Easement. This Easement was designed based on a previous lot and street layout where the Easement would be within future street right-of-ways. The street, lot and storm drainage layout has been revised and approved by the City of Plano (Preliminary Plat and Construction Plans are approved). Now portions of this Easement fall on future residential lots.</p> <p>The abandonment of this Easement would allow for the construction of residential lots which would increase the tax base of the City of Plano.</p>				
List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies			
Location Map	N/A			
Ordinance				
Petition for Abandonment				



PROJECT  
LOCATION

US HIGHWAY 75

CHAPARRAL

BETHANY

CLOVERHAVEN WAY/  
MCKENZIE LANE

BOLIN

SYCAMORE

MORTON  
VALE

SPRING CREEK  
PARKWAY

2514

**An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of that certain 0.274 Acre Drainage Easement, recorded in County Clerk's File No. 20121229001655090, of the Official Public Records of Collin County, Texas and being situated in the A. M. Hetfield Survey, Abstract No. 432, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, TOG Development I, LLC, to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to a portion of that certain 0.274 Acre Drainage Easement, recorded in County Clerk's File No. 20121229001655090, of the Official Public Records of Collin County, Texas (hereinafter called "Easement") being situated in the A. M. Hetfield Survey, Abstract No. 432, which is located within the city limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A-1" attached hereto and incorporated herein by reference; and

**WHEREAS**, the Property Owner has filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "B" and made a part hereof by reference; and

**WHEREAS**, the Engineering Department has determined that there will be no detrimental effect on the City if the Easement is abandoned and quitclaimed to the abutting Property Owner; and has advised that the Easement should be abandoned;

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

**Section I.** All the right, title and interest of the City of Plano, Texas, in and to the Easement is hereby abandoned, and all right, title and interest of the City in and to the Easement is hereby quitclaimed to the abutting Property Owner in accordance with its respective interest. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager or his authorized designee is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Easement by the City of Plano.

**Section II.** The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within any portion of the Easement. Any such utility shall have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in such portion of the Easement.

**Section III.** The City Council hereby finds and determines that the abandonment of the Easement is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

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

**DULY PASSED AND APPROVED** this the 11<sup>th</sup> day of November, 2013.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY

## EXHIBIT "B"

### PETITION FOR ABANDONMENT

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting Drainage Easement (0.274 Acres) (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

1. The Owners are requesting the abandonment of the Easement for the following reasons:

*This Easement falls within The Trails of Glenwood, Phase 4 project limits. There is currently no drainage structure within this Easement. The Easement was designed based on a previous lot and street layout where the easement would be within future street right-of-ways. The street, lot and storm drainage layout has been revised and approved by the City of Plano (Preliminary Plat and Construction Plans are approved). Now portions of this easement fall on future residential lots. We would like this easement abandonment before the Final Plat is submitted for this property.*

2. The following public interest will be served as a result of the abandonment:

*The abandonment of this easement would allow for the construction of residential lots which would increase the tax base of the City of Plano.*

3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
4. ~~If the Owners are providing a replacement easement for the Easement requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as **Exhibit "B-1"**.~~
5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.

6. The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.
7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:

*TOG DEVELOPMENT I, LLC IS THE SOLE OWNER OF THE PROPERTY THAT WITHIN AND ADJACENT TO THIS EASEMENT.*

8. Owners shall also prepare a map or drawing showing the Easement to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as **Exhibit "C-1"**.
9. ~~Owners shall also prepare a separate field note description for each portion of the Easement to be released to each abutting property owner. This description shall be attached hereto and incorporated herein as **Exhibit "D-1"**.~~

[Remainder of page blank]

10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

TOG DEVELOPMENT I, LLC

**Typed Name of Owner**

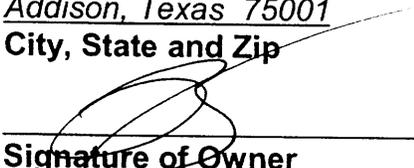
15455 Dallas Parkway, Suite 1000

**Address**

Addison, Texas 75001

**City, State and Zip**

**Dated:** 10/10/13

  
**Signature of Owner**

**Contact Person for Property Owners:**

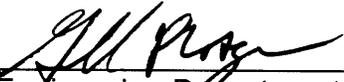
**Name:** *Beau Brooks*

**Phone No:** *(972) 387 - 6054*

**FOR DEPARTMENTAL USE ONLY**

The Easement to be abandoned is to one or more abutting property owners and is exempt from the requirement that fair market value be paid for the following reason(s):

- The Easement consists of narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development code ordinances;
- The Easement consists of streets or alleys, owned in fee or used by easement;
- The Easement consists of land or a real property interest originally acquired for streets, rights-of-way, or easements that the City of Plano has decided to exchange with Owner for other land to be dedicated and used for streets, rights of way, easements, or other public purposes, including transactions partly for cash;
- The Easement contains land that the City wants to have developed by an independent foundation;
- The Easement is located within a reinvestment zone designated by law that the City desires to have developed under a project plan adopted by the municipality for the zone.

  
\_\_\_\_\_  
Engineering Department  
City of Plano, Texas

**EXHIBIT "A-1"**  
**DRAINAGE EASEMENT ABANDONMENT**  
**0.274 ACRES**

BEING A 0.274 ACRE TRACT OF LAND SITUATED IN THE A. M. HETFIELD SURVEY, ABSTRACT NO. 432, CITY OF PLANO, COLLIN COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND CONVEYED TO TOG DEVELOPEMENT, L.L.C. BY DEED RECORDED IN COUNTY CLERKS FILE NO. 20121229001655090, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID 0.274 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, TEXAS NORTH CENTRAL ZONE 4202, NAD 83, AS DETERMINED BY GPS OBSERVATIONS OF THE CITY OF PLANO MONUMENTS N6B, N7, AND O8, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** AT A ½ INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF PLANO BY DEED RECORDED IN VOLUME 1769, PAGE 769, DEED RECORDS, COLLIN COUNTY, TEXAS AND THE COMMON NORTHEAST CORNER OF A 2.138 ACRE TRACT OF LAND CONVEYED TO THE CITY OF PLANO BY DEED RECORDED IN VOLUME 5832, PAGE 3579, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING ON THE SOUTH LINE OF SAID TOG DEVELOPMENT, L.L.C. TRACT;

THENCE OVER AND ACROSS SAID TOG DEVELOPMENT, L.L.C. TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 48 DEGREES 25 MINUTES 18 SECONDS EAST, A DISTANCE OF 679.08 FEET TO THE **POINT OF BEGINNING**;

NORTH 79 DEGREES 48 MINUTES 38 SECONDS EAST, A DISTANCE OF 15.00 FEET TO A POINT FOR CORNER;

SOUTH 10 DEGREES 11 MINUTES 22 SECONDS EAST, A DISTANCE OF 62.38 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11 DEGREES 49 MINUTES 15 SECONDS, A RADIUS OF 264.00 FEET, A LONG CHORD THAT BEARS SOUTH 04 DEGREES 16 MINUTES 44 SECONDS EAST, A DISTANCE OF 54.37 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 54.47 FEET TO A POINT FOR CORNER;

SOUTH 01 DEGREES 37 MINUTES 53 SECONDS WEST, A DISTANCE OF 5.56 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32 DEGREES 44 MINUTES 20 SECONDS, A RADIUS OF 57.50 FEET, A LONG CHORD THAT BEARS SOUTH 14 DEGREES 44 MINUTES 17 SECONDS EAST, A DISTANCE OF 32.41 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 32.86 FEET TO A POINT FOR CORNER;

SOUTH 88 DEGREES 22 MINUTES 07 SECONDS EAST, A DISTANCE OF 204.33 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 49 MINUTES 15 SECONDS, A RADIUS OF 249.00 FEET, A LONG CHORD THAT BEARS NORTH 85 DEGREES 43 MINUTES 16 SECONDS EAST, A DISTANCE OF 51.28 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 51.37 FEET TO A POINT FOR CORNER;

NORTH 79 DEGREES 48 MINUTES 38 SECONDS EAST, A DISTANCE OF 68.16 FEET TO A POINT FOR CORNER;

SOUTH 10 DEGREES 11 MINUTES 22 SECONDS EAST, A DISTANCE OF 151.39 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11 DEGREES 55 MINUTES 20 SECONDS, A RADIUS OF 464.00 FEET, A LONG CHORD THAT BEARS SOUTH 04 DEGREES 13 MINUTES 42 SECONDS EAST, A DISTANCE OF 96.38 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 96.55 FEET TO A POINT FOR CORNER;

SOUTH 60 DEGREES 53 MINUTES 58 SECONDS EAST, A DISTANCE OF 64.35 FEET TO A POINT FOR CORNER;

SOUTH 29 DEGREES 06 MINUTES 02 SECONDS WEST, A DISTANCE OF 15.00 FEET TO A POINT FOR CORNER;

NORTH 60 DEGREES 53 MINUTES 58 SECONDS WEST, A DISTANCE OF 73.58 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13 DEGREES 04 MINUTES 51 SECONDS, A RADIUS OF 449.00 FEET, A LONG CHORD THAT BEARS NORTH 03 DEGREES 38 MINUTES 56 SECONDS WEST, A DISTANCE OF 102.29 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 102.51 FEET TO A POINT FOR CORNER;

NORTH 10 DEGREES 11 MINUTES 22 SECONDS WEST, A DISTANCE OF 136.39 FEET TO A POINT FOR CORNER;

SOUTH 79 DEGREES 48 MINUTES 38 SECONDS WEST, A DISTANCE OF 53.16 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11 DEGREES 49 MINUTES 15 SECONDS, A RADIUS OF 264.00 FEET, A LONG CHORD THAT BEARS SOUTH 85 DEGREES 43 MINUTES 16 SECONDS WEST, A DISTANCE OF 54.37 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 54.47 FEET TO A POINT FOR CORNER;

NORTH 88 DEGREES 22 MINUTES 07 SECONDS WEST, A DISTANCE OF 211.92 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 39 DEGREES 28 MINUTES 50 SECONDS, A RADIUS OF 72.50 FEET, A LONG CHORD THAT BEARS NORTH 18 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 48.97 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 49.96 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 37 MINUTES 53 SECONDS EAST, A DISTANCE OF 5.56 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 49 MINUTES 15 SECONDS, A RADIUS OF 249.00 FEET, A LONG CHORD THAT BEARS NORTH 04 DEGREES 16 MINUTES 44 SECONDS WEST, A DISTANCE OF 51.28 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 51.37 FEET TO A POINT FOR CORNER;

NORTH 10 DEGREES 11 MINUTES 22 SECONDS WEST, A DISTANCE OF 62.38 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.274 ACRES OF LAND MORE OR LESS.

A PARCEL PLAT OF EQUAL DATE HEREWITH ACCOMPANIES THIS PROPERTY DESCRIPTION.

*Michael J. Baitup*

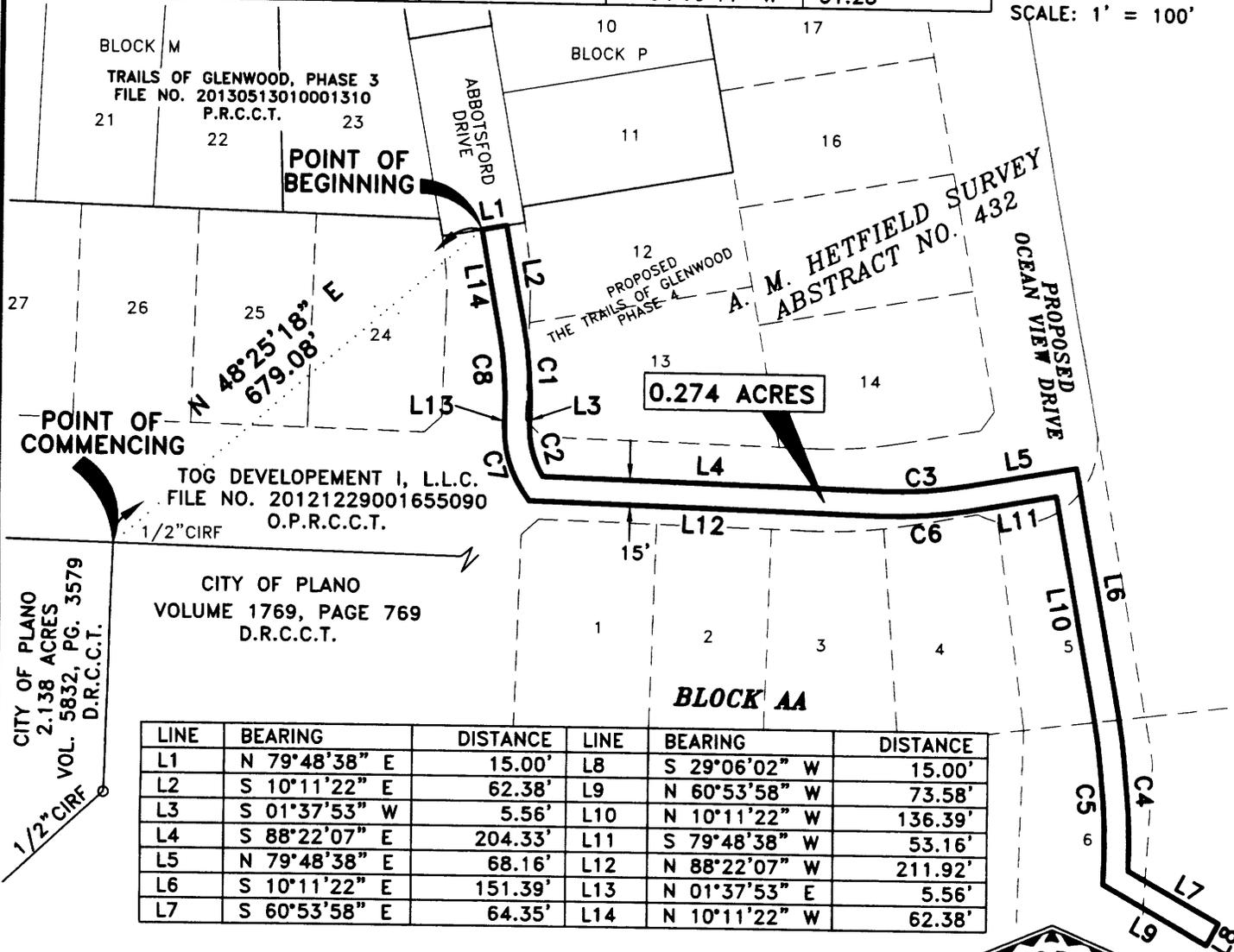
Michael J. Baitup, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 4574  
Jacobs Engineering Group Inc.  
1999 Bryan Street, Suite 1200  
Dallas, Texas 75201-3136  
Phone 214-638-0145 Fax 214-638-0447

OCTOBER 02, 2013



CURVE	CENTRAL ANG	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	11°49'15"	264.00'	54.47'	S 04°16'44" E	54.37'
C2	32°44'20"	57.50'	32.86'	S 14°44'17" E	32.41'
C3	11°49'15"	249.00'	51.37'	N 85°43'16" E	51.28'
C4	11°55'20"	464.00'	96.55'	S 04°13'42" E	96.38'
C5	13°04'51"	449.00'	102.51'	N 03°38'56" W	102.29'
C6	11°49'15"	264.00'	54.47'	S 85°43'16" W	54.37'
C7	39°28'50"	72.50'	49.96'	N 18°06'32" W	48.97'
C8	11°49'15"	249.00'	51.37'	N 04°16'44" W	51.28'

SCALE: 1" = 100'



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 79°48'38" E	15.00'	L8	S 29°06'02" W	15.00'
L2	S 10°11'22" E	62.38'	L9	N 60°53'58" W	73.58'
L3	S 01°37'53" W	5.56'	L10	N 10°11'22" W	136.39'
L4	S 88°22'07" E	204.33'	L11	S 79°48'38" W	53.16'
L5	N 79°48'38" E	68.16'	L12	N 88°22'07" W	211.92'
L6	S 10°11'22" E	151.39'	L13	N 01°37'53" E	5.56'
L7	S 60°53'58" E	64.35'	L14	N 10°11'22" W	62.38'

PROPOSED ACORN COURT

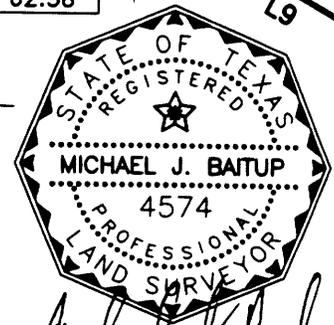
**LEGEND**  
D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS  
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS  
P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS  
CIRF CAPPED IRON ROD FOUND

THE BEARING BASE IS GRID NORTH, TEXAS STATE PLANE COORDINATES, TEXAS NORTH CENTRAL ZONE 4202, NAD83, DETERMINED BY GPS OBSERVATIONS OF THE CITY OF PLANO GPS MONUMENTS N68, N7, AND O8.

SHEET	DATE: 10/02/2013
	SCALE: 1" = 100'
	DRAWN BY: S.R.D.
	CHECKED BY: M.J.B.

1 OF 1

**EXHIBIT "C-1"**  
**DRAINAGE EASEMENT ABANDONMENT**  
**0.274 ACRES**  
OUT OF THE  
A. M. HETFIELD SURVEY, ABSTRACT NO. 432  
IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS



*Michael J. Baitup*

**JACOBS**  
1999 BRYAN STREET, SUITE 1200  
DALLAS, TEXAS 75201-3136  
PHONE 214-638-0145 FAX 214-638-0447

I:\SLD\WFK17041700 CADD\713.5 Easement\WFK1704EX07.dwg, 10/2/2013 9:45:41 AM



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:	11/11/13			
Department:	Engineering			
Department Head	Gerald Cosgrove			
Project	Coit Center – Proj #5005-4			
Agenda Coordinator (include phone #): <b>Kathleen Schonke X-7198</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a certain Temporary Drainage Easement described in Instrument No. 20060124000095110, a 20' Drainage Easement described in Instrument No. 2005-0005624, and a Fire Lane, Access and Utility Easement, described in Instrument No. 2005-0005622, of the Official Public Records of Collin County, Texas and being situated in the Martha McBride Survey, Abstract No. 553, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the abutting property owner, CRP-GREP PLANO OWNER, L.P., to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	0	0	0	<b>0</b>
<b>FUND(s):    N/A</b>				
<b>COMMENTS: COMMENTS:</b> This item has no financial impact. STRATEGIC PLAN GOAL: Abandoning all right, title and interest of the City to these easements relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
<p>This will eliminate non-functional and/or duplicate easements that are no longer be applicable as a results of redevelopment of property. Replacement of these easements are acquired and dedicated in the final plat of Lot 1R, Block A of Coit Center Addition.</p> <p>Inst. No. 2005-0005624 (20' Drainage Easement) - This easement was broken into two easements via a deed line, so there are two exhibits attached. One document for each side of the deed line.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map			N/A	
Ordinance				
Petition for Abandonment				



**An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a certain Temporary Drainage Easement described in Instrument No. 20060124000095110, a 20' Drainage Easement described in Instrument No. 2005-0005624, and a Fire Lane, Access and Utility Easement, described in Instrument No. 2005-0005622, of the Official Public Records of Collin County, Texas and being situated in the Martha McBride Survey, Abstract No. 553, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the abutting property owner, CRP-GREP PLANO OWNER, L.P., to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to a certain Temporary Drainage Easement described in Instrument No. 20060124000095110, a 20' Drainage Easement described in Instrument No. 2005-0005624, and a Fire Lane, Access and Utility Easement, described in Instrument No. 2005-0005622, (hereinafter called "Easements") being situated in the Martha McBride Survey, Abstract No. 553, which are located within the city limits of Plano, Collin County, Texas, and which are more particularly described in Exhibits "A-1", "A-2", "A-3", and "A-4", attached hereto and incorporated herein by reference; and

**WHEREAS**, the Property Owner has filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "B" and made a part hereof by reference; and

**WHEREAS**, the Engineering Department has determined that there will be no detrimental effect on the City if the Easements are abandoned and quitclaimed to the abutting Property Owner; and has advised that the Easements should be abandoned;

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

**Section I.** All the right, title and interest of the City of Plano, Texas, in and to the Easements is hereby abandoned, and all right, title and interest of the City in and to the Easements is hereby quitclaimed to the abutting Property Owner in accordance with its respective interest. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager or his authorized designee is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Easements by the City of Plano.

**Section II.** The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within any portion of the Easements. Any such utility shall have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in such portion of the Easements.

**Section III.** The City Council hereby finds and determines that the abandonment of the Easements is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

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

**DULY PASSED AND APPROVED** this the 11<sup>th</sup> day of November, 2013.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## EXHIBIT "B"

### PETITION FOR ABANDONMENT

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting Temporary Drainage Easement, 20' Drainage Easement, and Fire Lane, Access & Utility Easement (hereinafter called "Easements"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"**, **"A-2"**, **"A-3"**, and **"A-4"** do hereby request that the City of Plano, Texas (called "City") abandon the Easements.

1. The Owners are requesting the abandonment of the Easements for the following reasons:

EXISTING EASEMENTS CONFLICT WITH NEW PROPOSED DEVELOPMENT IMPROVEMENTS. OWNER IS INSTALLING STORM SYSTEM TO CONVEY DRAINAGE THROUGH THE PROPERTY.

---

2. The following public interest will be served as a result of the abandonment:

MANAGING PUBLIC DRAINAGE FROM ONE LOT TO THE NEXT VIA UNDERGROUND STORM SEWER.

3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
4. ~~If the Owners are providing a replacement easement for the Easement requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as Exhibit "B-1".~~
5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.

6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.**
7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:

OWNER OWNS 100% OF THE ABUTTING LAND DESCRIBED

8. ~~Owners shall also prepare a map or drawing showing the Easement to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as Exhibit "C-1".~~
9. ~~Owners shall also prepare a separate field note description for each portion of the Easement to be released to each abutting property owner. This description shall be attached hereto and incorporated herein as Exhibit "D-1".~~

[Remainder of page blank]

**EXHIBIT "B"**

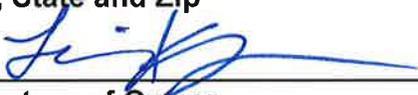
10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

See Attached  
**Typed Name of Owner**

600 East Las Colinas Blvd., Suite 2100  
**Address**

Dallas, Texas 75039  
**City, State and Zip**

**Dated:** 10/08/2013

  
**Signature of Owner**

**Contact Person for Property Owners:**

**Name:** Laird Sparks

**Phone No:** (469) 417-6507

Owner:

CRP-GREP PLANO OWNER, L.P., a Delaware Limited Partnership

By: CRP-GREP Plano GP, L.L.C., a Delaware limited liability company,  
its general partner

By: CRP-GREP Plano, L.L.C., a Delaware limited liability company,  
its sole member

By: GS Plano Holdings, L.L.C., a Delaware limited liability company,  
a member

**EXHIBIT "B"**

-----  
**FOR DEPARTMENTAL USE ONLY**

The Easement to be abandoned is to one or more abutting property owners and is exempt from the requirement that fair market value be paid for the following reason(s):

- The Easement consists of narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development code ordinances;
- The Easement consists of streets or alleys, owned in fee or used by easement;
- The Easement consists of land or a real property interest originally acquired for streets, rights-of-way, or easements that the City of Plano has decided to exchange with Owner for other land to be dedicated and used for streets, rights of way, easements, or other public purposes, including transactions partly for cash;
- The Easement contains land that the City wants to have developed by an independent foundation;
- The Easement is located within a reinvestment zone designated by law that the City desires to have developed under a project plan adopted by the municipality for the zone.

  
\_\_\_\_\_  
Engineering Department  
City of Plano, Texas

**EXHIBIT A-1**  
**DRAINAGE EASEMENT ABANDONMENT**  
**MARTHA MCBRIDE SURVEY, ABSTRACT NO. 553**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**BEING** a tract of land situated in the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas and being part of Lot 1R, Block A, Coit Center, an addition to the City of Plano, Collin County, Texas, according to the Revised Conveyance Plat recorded in Volume 2011, Page 229, Official Public Records of Collin County, Texas, and all of a Temporary Drainage Easement described in Instrument No. 20060124000095110, Official Public Records of Collin County, Texas, and being more particularly described as follows:

**COMMENCING** at a 1/2" iron rod found in the southwest line of a Gulf, Colorado & Santa Fe Railroad right-of-way (150-foot wide right-of-way) at the northeast corner of said Lot 1R;

**THENCE** with the east line of said Lot 1R, South 22°23'30" West, a distance of 325.24 feet to a 1/2" iron rod found for corner;

**THENCE** continuing with the said east line of Lot 1R, South 0°00'00" East, a distance of 29.15 feet to the **POINT OF BEGINNING**;

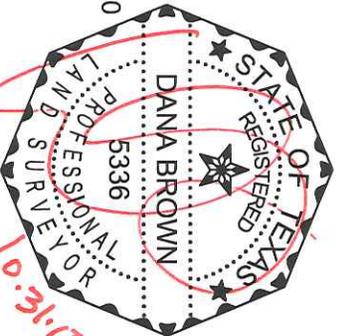
**THENCE** continuing with the said east line of Lot 1R, South 0°00'00" East, a distance of 25.63 feet to a point for corner;

**THENCE** departing the said east line of Lot 1R, the following courses and distances:

- South 77°18'05" West, a distance of 186.49 feet to a point for corner;
- North 8°50'47" West, a distance of 25.06 feet to a point for corner;
- North 77°18'05" East, a distance of 190.44 feet to the **POINT OF BEGINNING** and containing 4,712 square feet or 0.108 acres of land.

Bearing system for this survey is based on a line oriented between City of Plano monuments H2 and 822 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336  
12750 MERIT DRIVE, SUITE 1000  
DALLAS, TEXAS 75251  
PH. 972-770-1300  
dana.brown@kimley-horn.com

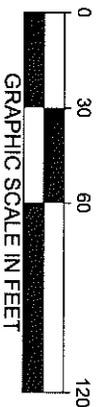
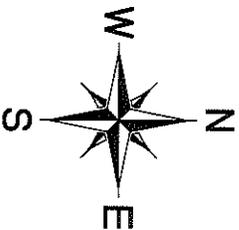


**Kimley-Horn  
and Associates, Inc.**

12750 Merit Drive, Suite 1000		FIRM # 101155-00		Tel. No. (972) 770-1300	
Dallas, Texas 75251				Fax No. (972) 239-3820	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SLJ	DAB	MARCH 2012	067771610	1 OF 2

**EXHIBIT A-1**

**DRAINAGE EASEMENT ABANDONMENT**  
 MARTHA McBRIDE SURVEY, ABSTRACT NO. 553  
 CITY OF PLANO, COLLIN COUNTY, TEXAS



- LEGEND**
- IRF = IRON ROD FOUND
  - ADF = ALUMINUM DISK FOUND
  - XF = "X" CUT IN CONCRETE FOUND
  - C.M. = CONTROL MONUMENT
  - L.R.C.C.T. = LAND RECORDS, COLLIN COUNTY, TEXAS
  - M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
  - O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
  - P.O.C. = POINT OF COMMENCING
  - P.O.B. = POINT OF BEGINNING
  - INST. = INSTRUMENT
  - NO. = NUMBER

**GULF, COLORADO & SANTA FE RAILROAD**  
 (150' R.O.W.)  
 VOL. 503, PG. 51  
 D.R.C.C.T.

LOT 1R, BLOCK A  
 VOL. 2014, PG. 229  
 O.P.R.C.C.T.

LOT 2R, BLOCK A  
 COIT CENTER  
 VOL. 2007, PG. 97  
 M.R.C.C.T.

HARKINS PLANO, L.L.P.  
 VOL. 5835, PG. 4658  
 D.R.C.C.T.

LOT 4R, BLOCK A  
 COIT CENTER  
 CAB. R, PG. 61  
 M.R.C.C.T.

TEMPORARY DRAINAGE  
 EASEMENT ABANDONMENT  
 0.108 ACRES  
 4,712 SQ.FT.

20' DRAINAGE EASEMENT  
 INST. NO. 2005-0005624  
 L.R.C.C.T.

DRAINAGE EASEMENT  
 INST. NO. 2005-0005624  
 L.R.C.C.T.

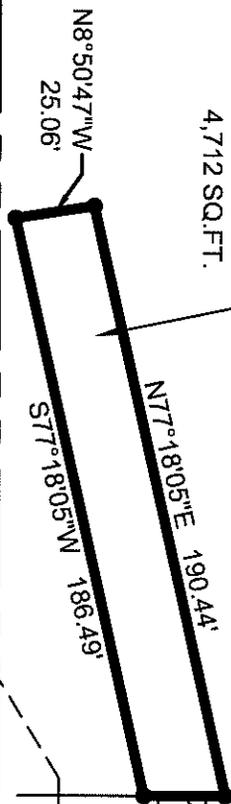
**NOTES:**

Bearing system for this survey is based on a line oriented between City of Plano monuments H2 and 822 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

DEED LINE

**P.O.B.**

**P.O.C.**



1/2" IRF (C.M.)

S0°00'00"E  
 29.15'

S22°23'30"W 325.24'

1/2" IRF (C.M.)

15' UTILITY  
 EASEMENT  
 VOL. 2007, PG. 97  
 O.P.R.C.C.T.

15'x15' DRAINAGE  
 EASEMENT  
 VOL. 2007, PG. 97  
 O.P.R.C.C.T.



**Kimley-Horn and Associates, Inc.**

12750 Merit Drive, Suite 1000 Dallas, Texas 75251	FIRM # 101155-00	Tel. No. (972) 770-1300
Scale	Drawn by S.L.J.	Checked by DAB
1" = 60'	Checked by DAB	Date MARCH 2012
	Projected No. 067771610	Sheet No. 2 OF 2

**EXHIBIT A-2**  
**DRAINAGE EASEMENT ABANDONMENT**  
**MARTHA MCBRIDE SURVEY, ABSTRACT NO. 553**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**BEING** a tract of land situated in the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas and being part of Lot 1R, Block A, Coit Center, an addition to the City of Plano, Collin County, Texas, according to the Revised Conveyance Plat recorded in Volume 2011, Page 229, Official Public Records of Collin County, Texas, and part of a 20' Drainage Easement described in Instrument No. 2005-0005624, Land Records of Collin County, Texas, and being more particularly described as follows:

**COMMENCING** at a 1/2" iron rod found in the southwest line of a Gulf, Colorado & Santa Fe Railroad right-of-way (150-foot wide right-of-way) at the northeast corner of said Lot 1R;

**THENCE** with the east line of said Lot 1R, South 22°23'30" West, a distance of 325.24 feet to a 1/2" iron rod found for corner;

**THENCE** continuing with the said east line of Lot 1R, South 0°00'00" East, a distance of 81.61 feet to the **POINT OF BEGINNING**;

**THENCE** continuing with the said east line of Lot 1R, South 0°00'00" East, a distance of 19.17 feet to a point for corner; from said point an aluminum disk found for reference bears South 00°06' West, a distance of 0.8 feet;

**THENCE** departing the said east line of Lot 1R, the following courses and distances:

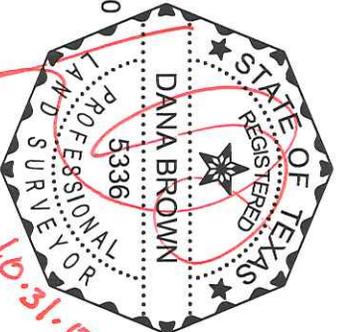
North 90°00'00" West, a distance of 36.58 feet to a point for corner;

North 58°12'09" East, a distance of 36.39 feet to a point for corner;

South 89°55'57" East, a distance of 5.64 feet to the **POINT OF BEGINNING** and containing 405 square feet or 0.009 acres of land.

Bearing system for this survey is based on a line oriented between City of Plano monuments H2 and 822 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336  
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DALLAS, TEXAS 75251  
PH. 972-770-1300  
dana.brown@kimley-horn.com



**Kimley-Horn  
and Associates, Inc.**

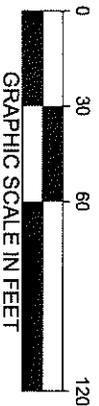
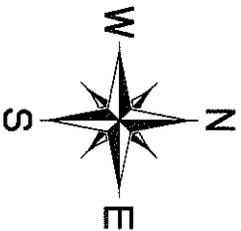
12750 Merit Drive, Suite 1000		FIRM # 101155-00		Tel. No. (972) 770-1300	
Dallas, Texas 75251				Fax No. (972) 239-3820	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SLJ	DAB	MARCH 2012	067771610	1 OF 2

**EXHIBIT A-2**

**DRAINAGE EASEMENT ABANDONMENT**

MARTHA McBRIDE SURVEY, ABSTRACT NO. 553  
CITY OF PLANO, COLLIN COUNTY, TEXAS

GULF, COLORADO &  
SANTA FE RAILROAD  
(150' R.O.W.)  
VOL. 503, PG. 51  
D.R.C.C.T.

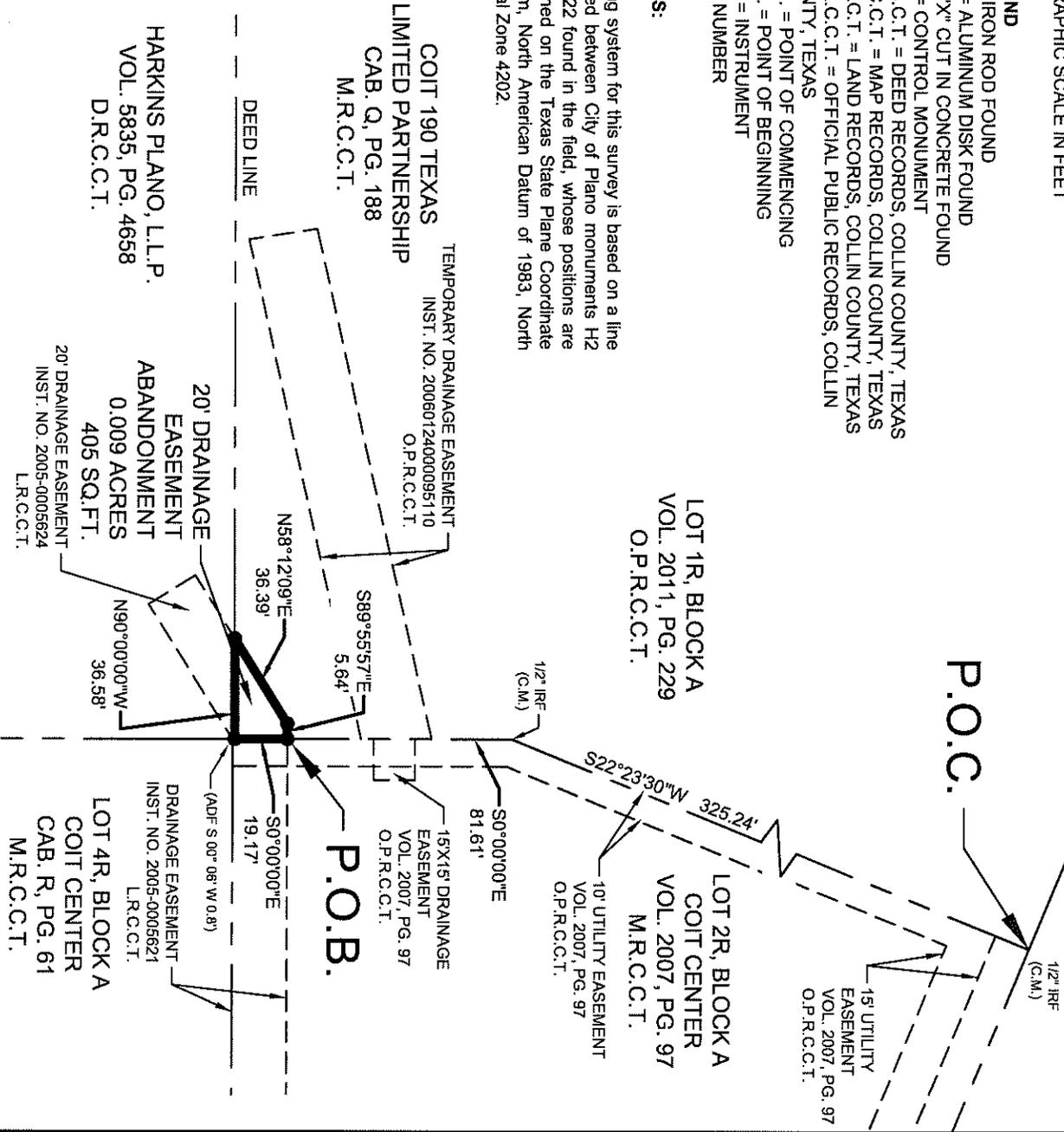


**LEGEND**

- IRF = IRON ROD FOUND
- ADF = ALUMINUM DISK FOUND
- XF = "X" CUT IN CONCRETE FOUND
- C.M. = CONTROL MONUMENT
- D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
- M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
- L.R.C.C.T. = LAND RECORDS, COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
- P.O.C. = POINT OF COMMENCING
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**NOTES:**

Bearing system for this survey is based on a line oriented between City of Plano monuments H2 and 822 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.



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Fax No. (972) 239-3820

FIRM # 101155-00  
Tel. No. (972) 770-1300  
Fax No. (972) 239-3820

Scale	Drawn By	Checked By	Date	Plotted No.	Sheet No.
1" = 60'	SLJ	DAB	MARCH 2012	067771610	2 OF 2

**EXHIBIT A-3**  
**DRAINAGE EASEMENT ABANDONMENT**  
**MARTHA MCBRIDE SURVEY, ABSTRACT NO. 553**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**BEING** a tract of land situated in the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas and being part of Lot 1R, Block A, Coit Center, an addition to the City of Plano, Collin County, Texas, according to the Revised Conveyance Plat recorded in Volume 2011, Page 229, Official Public Records of Collin County, Texas, and part of a 20' Drainage Easement described in Instrument No. 2005-0005624, Land Records of Collin County, Texas, and being more particularly described as follows:

**COMMENCING** at a 1/2" iron rod found in the southwest line of a Gulf, Colorado & Santa Fe Railroad right-of-way (150-foot wide right-of-way) at the northeast corner of said Lot 1R;

**THENCE** with the east line of said Lot 1R, South 22°23'30" West, a distance of 325.24 feet to a 1/2" iron rod found for corner;

**THENCE** continuing with the said east line of Lot 1R, South 0°00'00" East, a distance of 100.78 feet to the **POINT OF BEGINNING**;

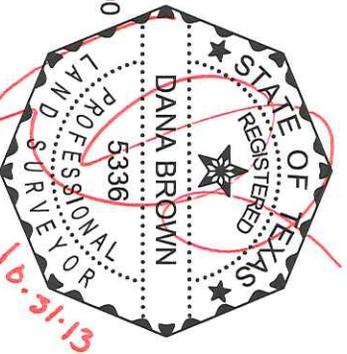
**THENCE** continuing with the said east line of Lot 1R, South 0°00'00" East, a distance of 0.86 feet to an aluminum disk found for the northwest corner of Lot 4R, Block A, Coit Center, an addition to the City of Plano, Collin County, Texas, according to the Final Plat recorded in Cabinet R, Page 61, Map Records, Collin County, Texas;

**THENCE** departing the said east line of Lot 1R, the following courses and distances:

South 58°12'09" West, a distance of 57.74 feet to a point for corner;  
North 31°47'51" West, a distance of 20.00 feet to a point for corner;  
North 58°12'09" East, a distance of 27.10 feet to a point for corner;  
North 90°00'00" East, a distance of 36.58 feet to the **POINT OF BEGINNING** and containing 864 square feet or 0.020 acres of land.

Bearing system for this survey is based on a line oriented between City of Plano monuments H2 and 822 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

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DALLAS, TEXAS 75251  
PH. 972-770-1300  
dana.brown@kimley-horn.com



**Kimley-Horn  
and Associates, Inc.**

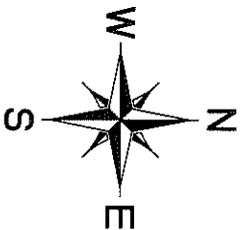
12750 Merit Drive, Suite 1000 FIRM # 401155-00 Tel. No. (972) 770-1300  
Dallas, Texas 75251 Fax No. (972) 298-9820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SLJ	DAB	MARCH 2012	067771610	1 OF 2

**EXHIBIT A-3  
DRAINAGE EASEMENT ABANDONMENT**

MARTHA McBRIDE SURVEY, ABSTRACT NO. 553  
CITY OF PLANO, COLLIN COUNTY, TEXAS

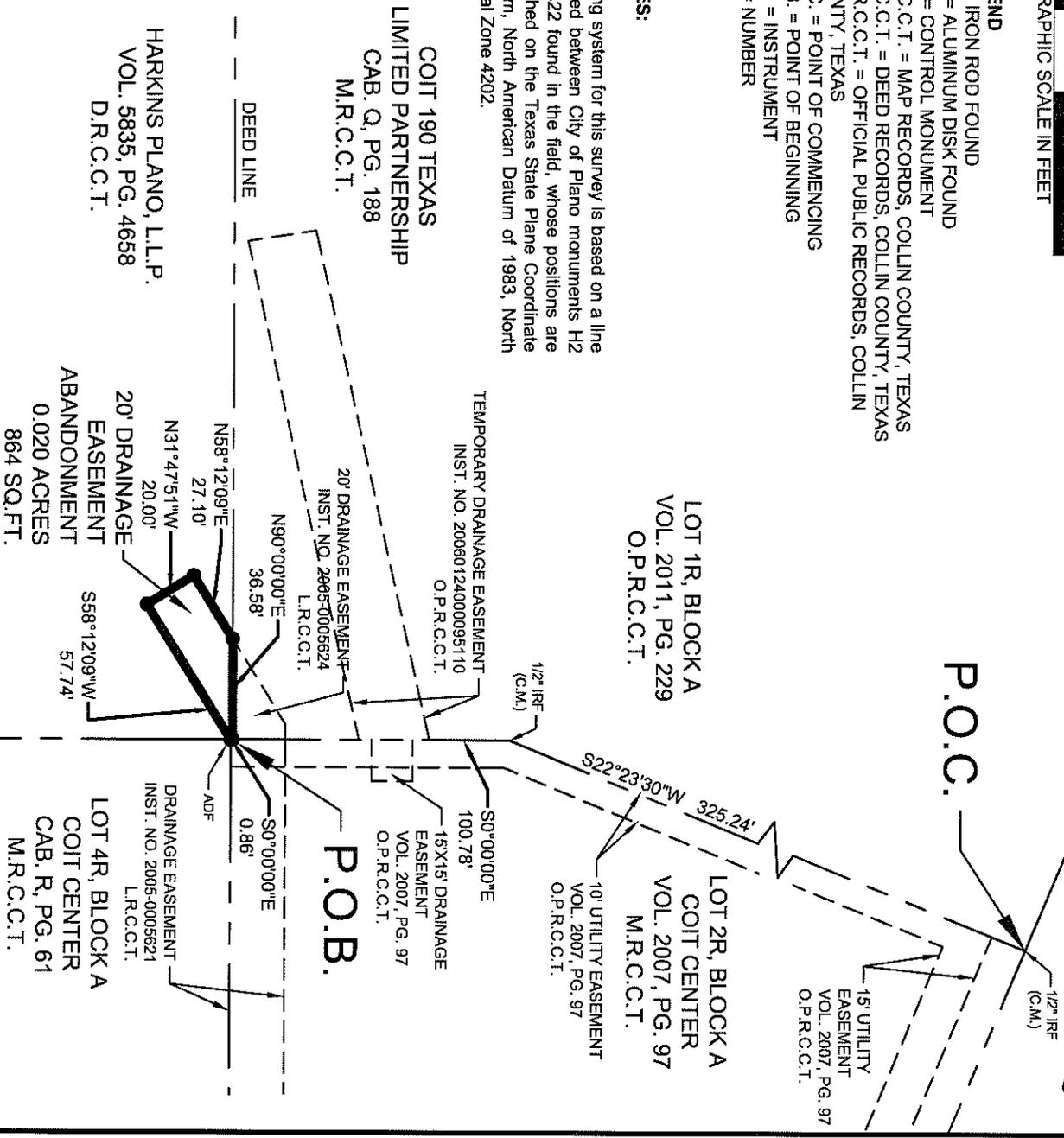
GULF, COLORADO &  
SANTA FE RAILROAD  
(150' R.O.W.)  
VOL. 503, PG. 51  
D.R.C.C.T.



- LEGEND**
- IRF = IRON ROD FOUND
  - ADF = ALUMINUM DISK FOUND
  - C.M. = CONTROL MONUMENT
  - M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
  - D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
  - O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
  - P.O.C. = POINT OF COMMENCING
  - P.O.B. = POINT OF BEGINNING
  - INST. = INSTRUMENT
  - NO. = NUMBER

**NOTES:**

Bearing system for this survey is based on a line oriented between City of Plano monuments H2 and 822 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.



**COIT 190 TEXAS  
LIMITED PARTNERSHIP  
CAB. Q., PG. 188  
M.R.C.C.T.**

**HARKINS PLANO, L.L.P.  
VOL. 5835, PG. 4658  
D.R.C.C.T.**

**LOT 1R, BLOCK A  
VOL. 2011, PG. 229  
O.P.R.C.C.T.**

**LOT 2R, BLOCK A  
COIT CENTER  
VOL. 2007, PG. 97  
M.R.C.C.T.**

**20' DRAINAGE  
EASEMENT  
0.020 ACRES  
864 SQ.FT.**

**LOT 4R, BLOCK A  
COIT CENTER  
CAB. R., PG. 61  
M.R.C.C.T.**

**Kimley-Horn  
and Associates, Inc.**

12750 Merit Drive, Suite 1000  
Dallas, Texas 75251  
FIRM # 101155-00  
Tel. No. (972) 770-1300  
Fax No. (972) 239-8820

Scale	Drawn by	Checked by	Date	Plotted No.	Sheet No.
1" = 60'	S.L.J.	DAB	MARCH 2012	06777-1610	2 OF 2

**EXHIBIT A-4**  
**FIRELANE, ACCESS AND UTILITY EASEMENT**  
**ABANDONMENT**  
**MARTHA McBRIDE SURVEY, ABSTRACT NO. 553**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**

**BEING** a tract of land situated in the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas and being part of Lot 1R, Block A, Coit Center, an addition to the City of Plano, Collin County, Texas, according to the Revised Conveyance Plat recorded in Volume 2011, Page 229, Official Public Records of Collin County, Texas, and all of a Fire Lane, Access and Utility Easement described in Instrument No. 2005-0005622, Land Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at an "x" cut in concrete found in the east line of said Lot 1R and the northwest line of a 24' Fire Lane, Access and Utility Easement as dedicated by the plat of Coit Center recorded in Cabinet P, Page 938, Map Records of Collin County, Texas, at the southwest corner of Lot 4R, Block A, Coit Center, an addition to the City of Plano, Collin County, Texas, according to the Final Plat recorded in Cabinet R, Page 61, Map Records, Collin County, Texas, from said point an "x" cut in concrete found in the northwest right-of-way line of Maplelawn Drive (a 60-foot wide right-of-way) at the southeast corner of said Lot 4R bears South 65°33'39" East, a distance of 210.71 feet;

**THENCE** with the said northwest line of the 24' Fire Lane, Access and Utility Easement, South 24°26'21" West, a distance of 12.00 feet to a point for corner at the southwest corner of said 24' Fire Lane, Access and Utility Easement;

**THENCE** with the southwest line of said 24' Fire Lane, Access and Utility Easement, South 65°33'39" East, a distance of 9.41 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 23°58'48", a radius of 20.00 feet, a chord bearing and distance of North 78°00'36" West, 8.31 feet;

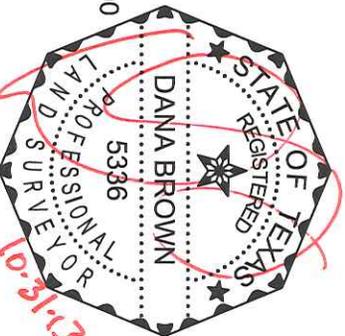
**THENCE** departing the said southwest line of the 24' Fire Lane, Access and Utility Easement, the following courses and distances:

In a northwesterly direction, with said curve to the left, an arc distance of 8.37 feet to a point at the end of said curve;  
North 90°00'00" West, a distance of 5.47 feet to a point for corner;  
North 0°00'00" East, a distance of 24.00 feet to a point for corner;  
North 90°00'00" East, a distance of 10.00 feet to a point for corner in the said east line of Lot 1R and the west line of said Lot 4R;

**THENCE** with the said east line of Lot 1R and the said west line of Lot 4R, South 0°00'00" East, a distance of 10.91 feet to the **POINT OF BEGINNING** and containing 209 square feet or 0.005 acres of land.

Bearing system for this survey is based on a line oriented between City of Plano monuments H2 and 822 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336  
12750 MERIT DRIVE, SUITE 1000  
DALLAS, TEXAS 75251  
PH. 972-770-1300  
dana.brown@kimley-horn.com



**Kimley-Horn  
and Associates, Inc.**

12750 Merit Drive, Suite 1000  
Dallas, Texas 75251

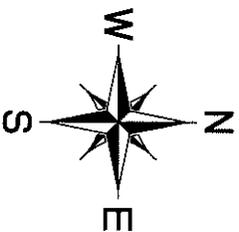
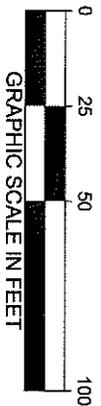
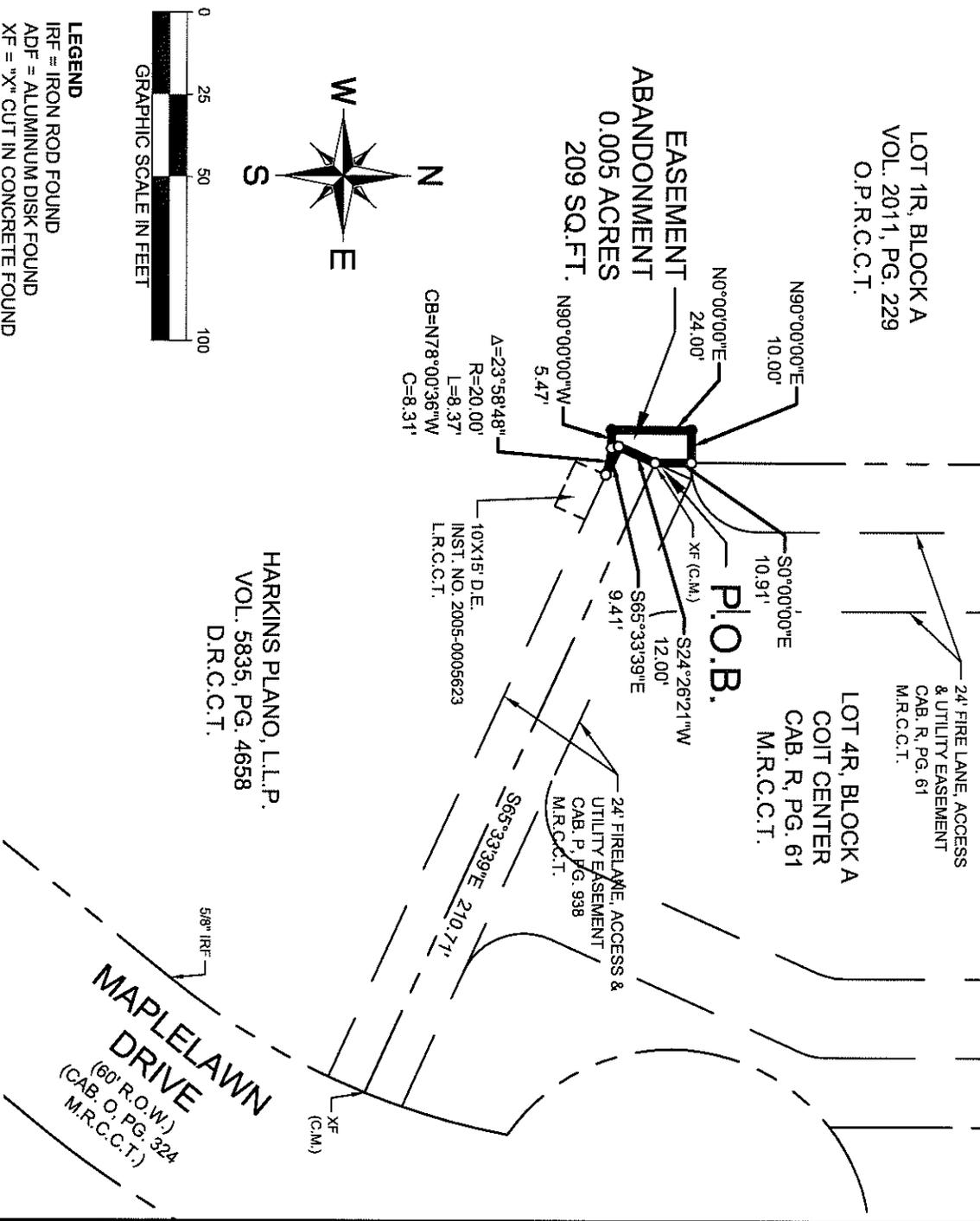
FIRM # 101155-00

Tel. No. (972) 770-1300  
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SLJ	DAB	MARCH 2012	087771610	1 OF 2

**EXHIBIT A-4  
FIRELANE, ACCESS AND UTILITY EASEMENT  
ABANDONMENT**

MARTHA McBRIDE SURVEY, ABSTRACT NO. 553  
CITY OF PLANO, COLLIN COUNTY, TEXAS



- LEGEND**
- IRF = IRON ROD FOUND
  - ADF = ALUMINUM DISK FOUND
  - XF = "X" CUT IN CONCRETE FOUND
  - C.M. = CONTROL MONUMENT
  - M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
  - L.R.C.C.T. = LAND RECORDS, COLLIN COUNTY, TEXAS
  - O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
  - P.O.C. = POINT OF COMMENCING
  - P.O.B. = POINT OF BEGINNING
  - INST. = INSTRUMENT
  - NO. = NUMBER

**NOTES:**

Bearing system for this survey is based on a line oriented between City of Plano monuments H2 and 822 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.



**Kimley-Horn  
and Associates, Inc.**

12750 Went Drive, Suite 1000 Dallas, Texas 75251	FIRM # 101155-00	Tel. No. (972) 770-1300 Fax No. (972) 239-3820
Scale 1" = 50'	Drawn By S.L.J.	Checked By DAB
Date MARCH 2012	Project No. 067771610	Sheet No. 2 OF 2

**Public Hearing and Consideration of Ordinances Requested in Zoning Cases 2013-22 through 2013-27** all of which are limited to the repeal of certain Specific Use Permits for Private Clubs. The following ordinances are proposed to be repealed which, if approved, will result in the rescission of the Specific Use Permit for an additional use of a Private Club and the applicant is the City of Plano.

- (a) **Zoning Case 2013-22** - To rescind Specific Use Permit #11 for Private Club on 0.1± acre located on the west side of U.S. Highway 75, 800± feet north of Parker Road. Zoned Corridor Commercial with Specific Use Permit #11 for Private Club.
- (b) **Zoning Case 2013-23** - To rescind Specific Use Permit #18 for Private Club on 0.1± acre located 400± feet west of U.S. Highway 75 and 350± feet south of Parker Road. Zoned Corridor Commercial with Specific Use Permit #18 for Private Club.
- (c) **Zoning Case 2013-24** - To rescind Specific Use Permit #25 for Private Club on 0.1± acre located on the west side of U.S. Highway 75, 130± feet north of Chisholm Place. Zoned Corridor Commercial with Specific Use Permit #25 for Private Club.
- (d) **Zoning Case 2013-25** - To rescind Specific Use Permit #31 for Private Club on 6.5± acres located at the northeast corner of Central Parkway East and Haggard Street. Zoned Corridor Commercial with Specific Use Permit #322 for Arcade and Specific Use Permit #31 for Private Club.
- (e) **Zoning Case 2013-26** - To rescind Specific Use Permit #51 for Private Club on 0.1± acre located 260± feet north of Parker Road, 1,200± feet west of U.S. Highway 75. Zoned Corridor Commercial with Specific Use Permit #51 for Private Club.
- (f) **Zoning Case 2013-27** - To rescind Specific Use Permit #42 for Private Club on 0.1± acre 180± feet west of Independence Parkway, 380± feet south of Parker Road. Zoned Retail with Specific Use Permit #42 for Private Club.

All locations are located within the City of Plano, Collin County, Texas, and the repeal of each ordinance will amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: City of Plano

**DATE:** October 22, 2013  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 21, 2013

**AGENDA ITEM NO. 6A - PUBLIC HEARING  
ZONING CASE 2013-22  
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #11 for Private Club on 0.1± acre located on the west side of U.S. Highway 75, 800± feet north of Parker Road. Zoned Corridor Commercial with Specific Use Permit #11 for Private Club.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Recommended for approval as submitted.

**FOR CITY COUNCIL MEETING OF:** November 11, 2013 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

EH/dc

xc: Cliff Bormann, Permit Services Manager

CITY OF PLANO  
PLANNING & ZONING COMMISSION

October 21, 2013

**Agenda Item No. 6A**

**Public Hearing:** Zoning Case 2013-22

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to rescind Specific Use Permit #11 for Private Club on 0.1± acre located on the west side of U.S. Highway 75, 800± feet north of Parker Road. Zoned Corridor Commercial with Specific Use Permit #11 for Private Club.

**REMARKS:**

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #11 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

In 2005, voters approved the sale of alcoholic beverages for on-premise consumption through a mixed-beverage permit issued by the Texas Alcoholic Beverage Commission (TABC). Prior to this time, the only option was a private club permit from TABC, with an SUP approved by the city. From 2007 to 2008, the City Council rescinded numerous SUPs for private clubs as restaurants switched to mixed-beverage permits. However, there are still numerous SUPs in place for properties where restaurants have ceased operations and since 2008, more restaurants have switched permit types.

Therefore, given recent changes to city ordinances related to private clubs, per City Council's direction, the Planning & Zoning Commission called a public hearing to rescind SUPs for private clubs on properties not presently being used for on-premise alcohol sales and for properties where establishments are now operating with mixed-beverage permits.

Greek Isles Grille and Taverna has obtained a mixed-beverage permit from TABC to serve alcoholic beverages; therefore, it no longer needs the SUP for a private club issued by the City of Plano. Staff recommends that the private club SUP be rescinded, since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

**RECOMMENDATION:**

Recommended for approval as submitted.





Area of Request



Des: Sanner/9/30/2013 X:\Dept\P&Z Locators & Graphics\2013-22A.mxd



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

Zoning Case 2013-22

## Zoning Case 2013-22

**An Ordinance of the City of Plano, Texas, repealing in its entirety Ordinance No. 87-12-30; thereby rescinding Specific Use Permit No. 11 for the additional use of a Private Club on 0.1± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the west side of the U.S. Highway 75, 800± feet north of Parker Road in the City of Plano, Collin County, Texas, currently zoned Corridor Commercial with Specific Use Permit No. 11 for Private Club, and amending the Comprehensive Zoning Ordinance of the city, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the city; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 11th day of November, 2013, for the purpose of considering rescinding Specific Use Permit No. 11 for the additional use of a Private Club on 0.1± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the west side of U.S. Highway 75, 800± feet north of Parker Road in the City of Plano, Collin County, Texas; 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, 2013; and

**WHEREAS**, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 11 for the additional use of a Private Club 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.** Ordinance No. 87-12-30 duly passed and approved by the City Council of the City of Plano, Texas, on December 28, 1987, granting Specific Use Permit No. 11 for the additional use of a Private Club on 0.1± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the west side of U.S. Highway 75, 800± feet north of Parker Road in the City of Plano, Collin County, Texas, currently zoned Corridor Commercial with Specific Use Permit No. 11 for Private Club, more fully described on Exhibit "A" attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 11 is hereby rescinded.

**Section II.** It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

**PASSED AND APPROVED THIS THE 11TH DAY OF NOVEMBER, 2013.**

---

Harry LaRosiliere, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2013-22

BEING a tract of land situated in the Daniel Rowlett Survey, Abstract No. 738 and being part of Lot 2, Block 1, of Ruisseau Village, an addition to the City of Plano as recorded in Cabinet "D", page 54, map records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the most northerly, northeast corner of the aforementioned addition, the following bearing and distances:

THENCE North,  $87^{\circ} 43' 08''$  West, along the north line of said Ruisseau Village, a distance of 297.98 feet to a point of departure from said line;

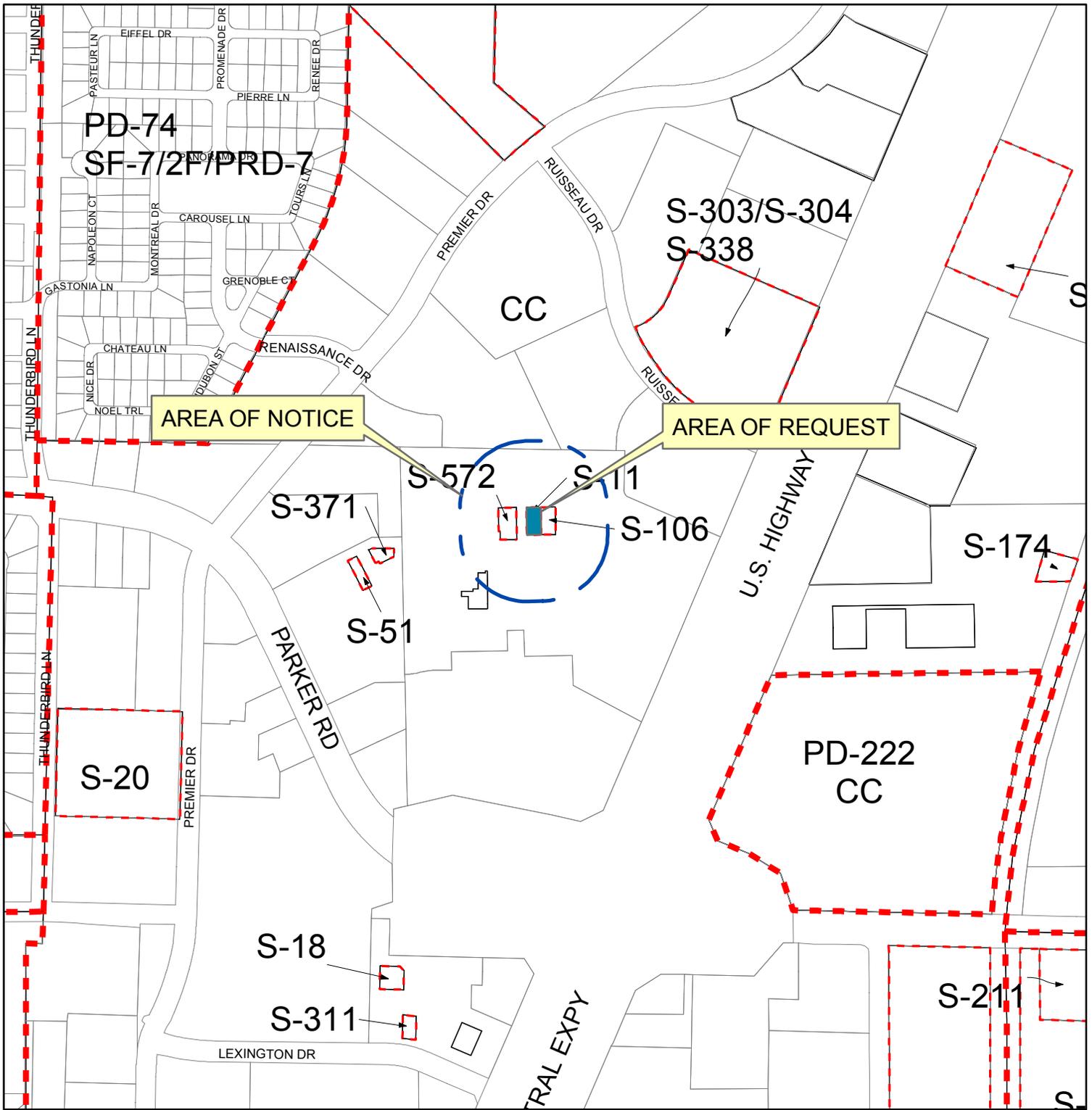
THENCE South,  $02^{\circ} 16' 52''$  West, a distance of 176.43 feet to the POINT OF BEGINNING of the herein described tract;

THENCE East, a distance of 43.33 feet to a point for corner;

THENCE South, a distance of 82.53 feet to a point for corner;

THENCE West, a distance of 43.33 feet to a point for corner;

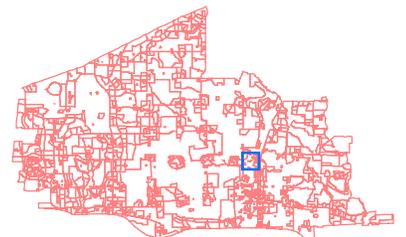
THENCE North, a distance of 82.53 feet to the POINT OF BEGINNING, and CONTAINING 3,576 square feet of land.



Zoning Case #: 2013-22

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #11

○ 200' Notification Buffer



**DATE:** October 22, 2013  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 21, 2013

**AGENDA ITEM NO. 6B - PUBLIC HEARING  
ZONING CASE 2013-23  
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #18 for Private Club on 0.1± acre located 400± feet west of U.S. Highway 75 and 350± feet south of Parker Road. Zoned Corridor Commercial with Specific Use Permit #18 for Private Club.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Recommended for approval as submitted.

**FOR CITY COUNCIL MEETING OF:** November 11, 2013 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

EH/dc

xc: Cliff Bormann, Permit Services Manager

CITY OF PLANO  
PLANNING & ZONING COMMISSION

October 21, 2013

**Agenda Item No. 6B**

**Public Hearing:** Zoning Case 2013-23

**Applicant:** City of Plano

---

**DESCRIPTION:**

Request to rescind Specific Use Permit #18 for Private Club on 0.1± acre located 400± feet west of U.S. Highway 75 and 350± feet south of Parker Road. Zoned Corridor Commercial with Specific Use Permit #18 for Private Club.

**REMARKS:**

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #18 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

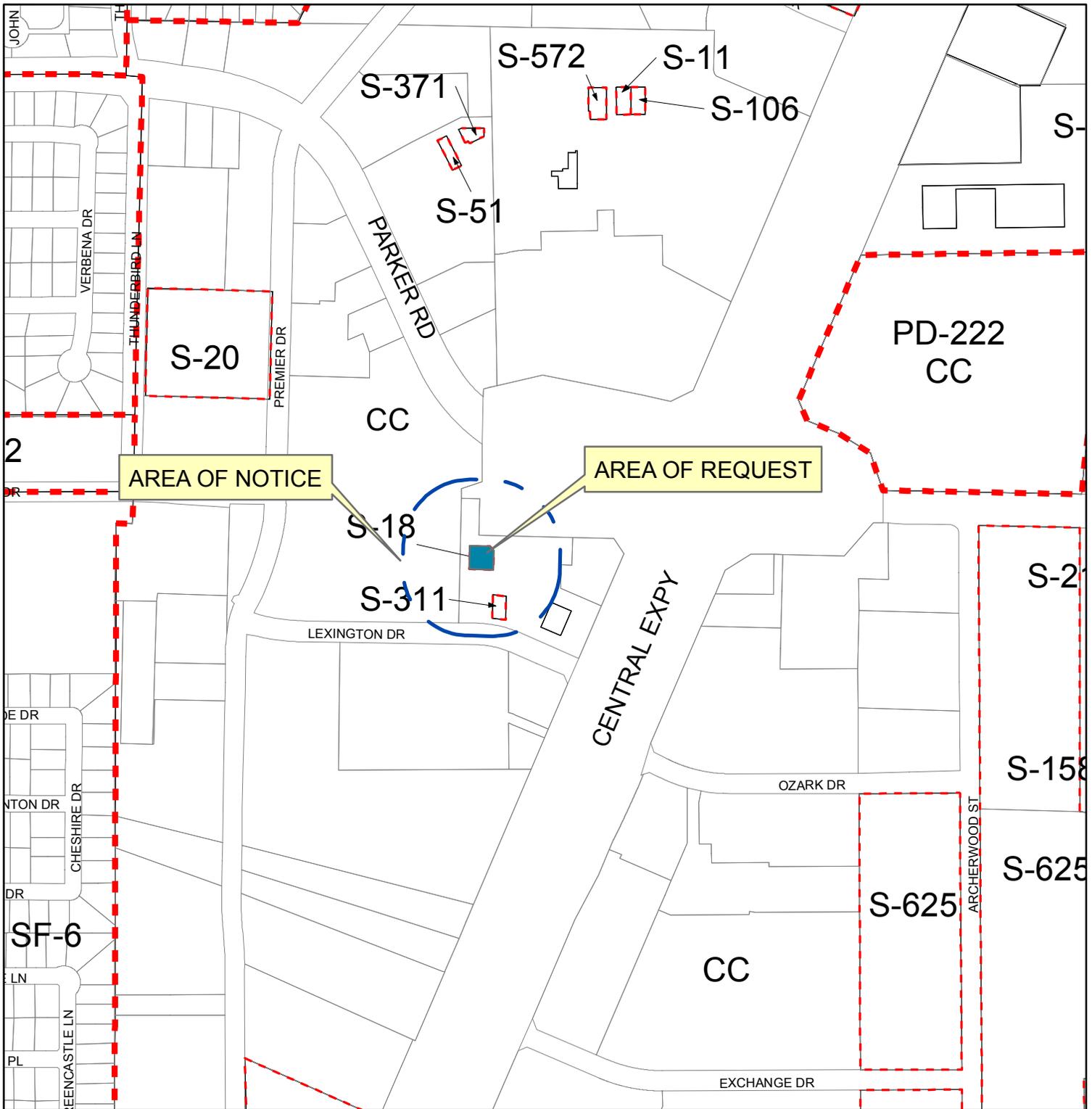
In 2005, voters approved the sale of alcoholic beverages for on-premise consumption through a mixed-beverage permit issued by the Texas Alcoholic Beverage Commission (TABC). Prior to this time, the only option was a private club permit from TABC, with an SUP approved by the city. From 2007 to 2008, the City Council rescinded numerous specific use permits for private clubs as restaurants switched to mixed-beverage permits. However, there are still numerous SUPs in place for properties where restaurants have ceased operations and since 2008, more restaurants have switched permit types.

Therefore, given recent changes to city ordinances related to private clubs, per City Council's direction, the Planning & Zoning Commission called a public hearing to rescind SUPs for private clubs on properties not presently being used for on-premise alcohol sales and for properties where establishments are now operating with mixed-beverage permits.

There is currently no restaurant in this location; therefore, the property no longer needs the SUP for a private club issued by the City of Plano. Staff recommends that the private club SUP be rescinded and has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

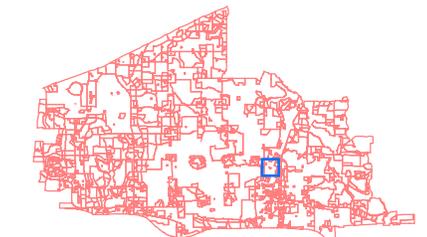
**RECOMMENDATION:**

Recommended for approval as submitted.



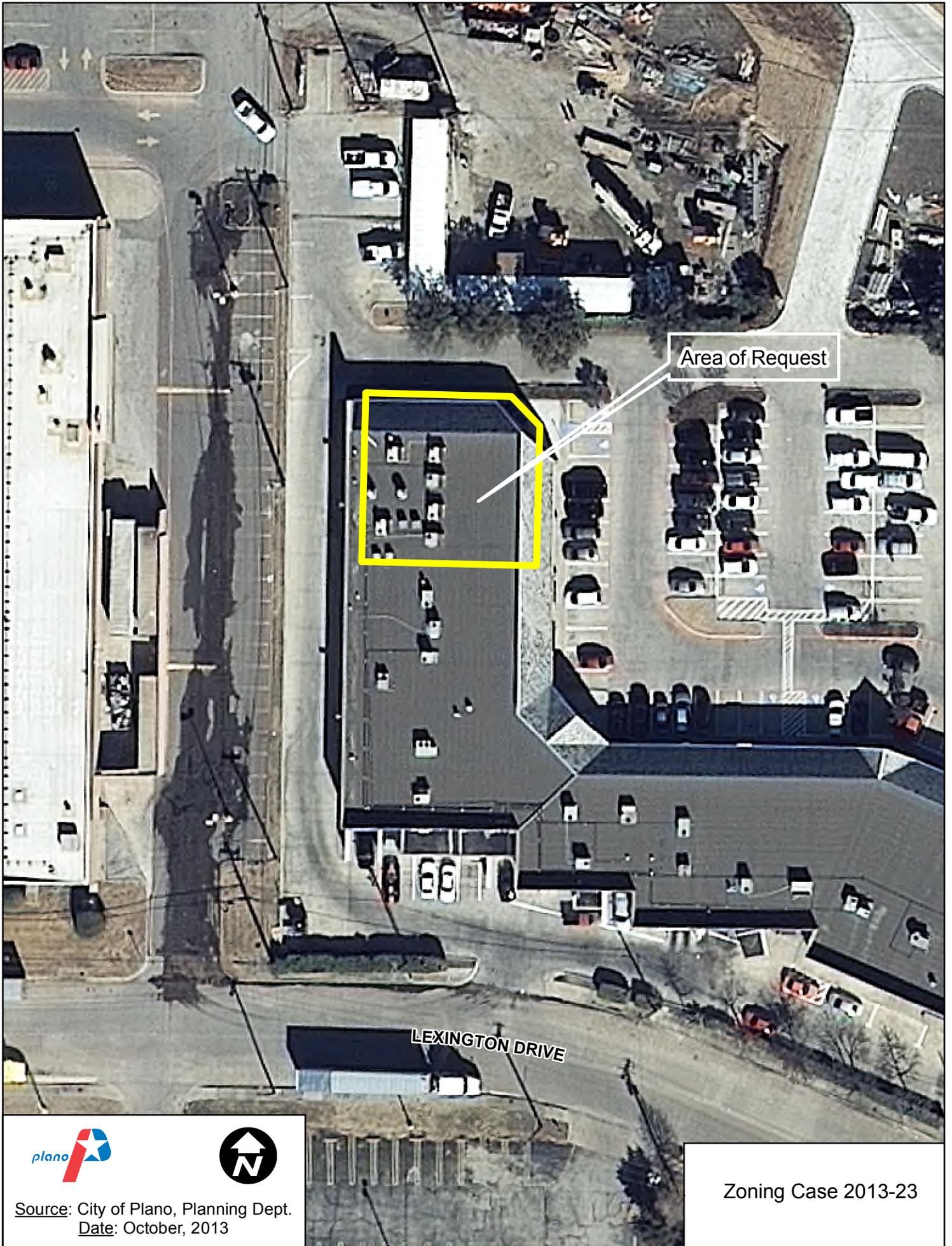
Zoning Case #: 2013-23

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #18



○ 200' Notification Buffer





Area of Request

LEXINGTON DRIVE



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

Zoning Case 2013-23

## Zoning Case 2013-23

**An Ordinance of the City of Plano, Texas, repealing in its entirety Ordinance No. 96-7-24; thereby rescinding Specific Use Permit No. 18 for the additional use of a Private Club on 0.1± acre of land out of the G.W. Barnett Survey, Abstract No. 45, located 400± feet west of U.S. Highway 75 and 350± feet south of Parker Road in the City of Plano, Collin County, Texas, currently zoned Corridor Commercial with Specific Use Permit No. 18 for Private Club, and amending the Comprehensive Zoning Ordinance of the city, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the city; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 11th day of November, 2013, for the purpose of considering rescinding Specific Use Permit No. 18 for the additional use of a Private Club on 0.1± acre of land out of the G.W. Barnett Survey, Abstract No. 45, located 400± feet west of U.S. Highway and 350± feet south of Parker Road in the City of Plano, Collin County, Texas; 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, 2013; and

**WHEREAS**, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 18 for the additional use of a Private Club 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.** Ordinance No. 96-7-24 duly passed and approved by the City Council of the City of Plano, Texas, on July 22, 1996, granting Specific Use Permit No. 18 for the additional use of a Private Club on 0.1± acre of land out of the G.W. Barnett Survey, Abstract No. 45, located 400± feet west of U.S. Highway and 350± feet south of Parker Road in the City of Plano, Collin County, Texas, currently zoned Corridor Commercial with Specific Use Permit No. 18 for Private Club, more fully described on Exhibit "A" attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 18 is hereby rescinded.

**Section II.** It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

**PASSED AND APPROVED THIS THE 11TH DAY OF NOVEMBER, 2013.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2013-23

BEING a 0.11± acre tract of land out of the G.W. Barnett Survey, Abstract No. 45, situated in Lot 1, Block 1, of Lexington Central Addition, an addition to the City of Plano as recorded in Cabinet C, Drawer 572, Map Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a point situated in the northerly line of Lexington Drive (a 65-foot right-of-way) said point also being the southwest corner of the aforementioned addition;

THENCE North, 01° 52' 03" East, departing said Lexington Drive a distance of 160.23 feet to a point;

THENCE South, 88° 07' 57" West, a distance of 28.00 feet to an iron rod set for corner and being the POINT OF BEGINNING;

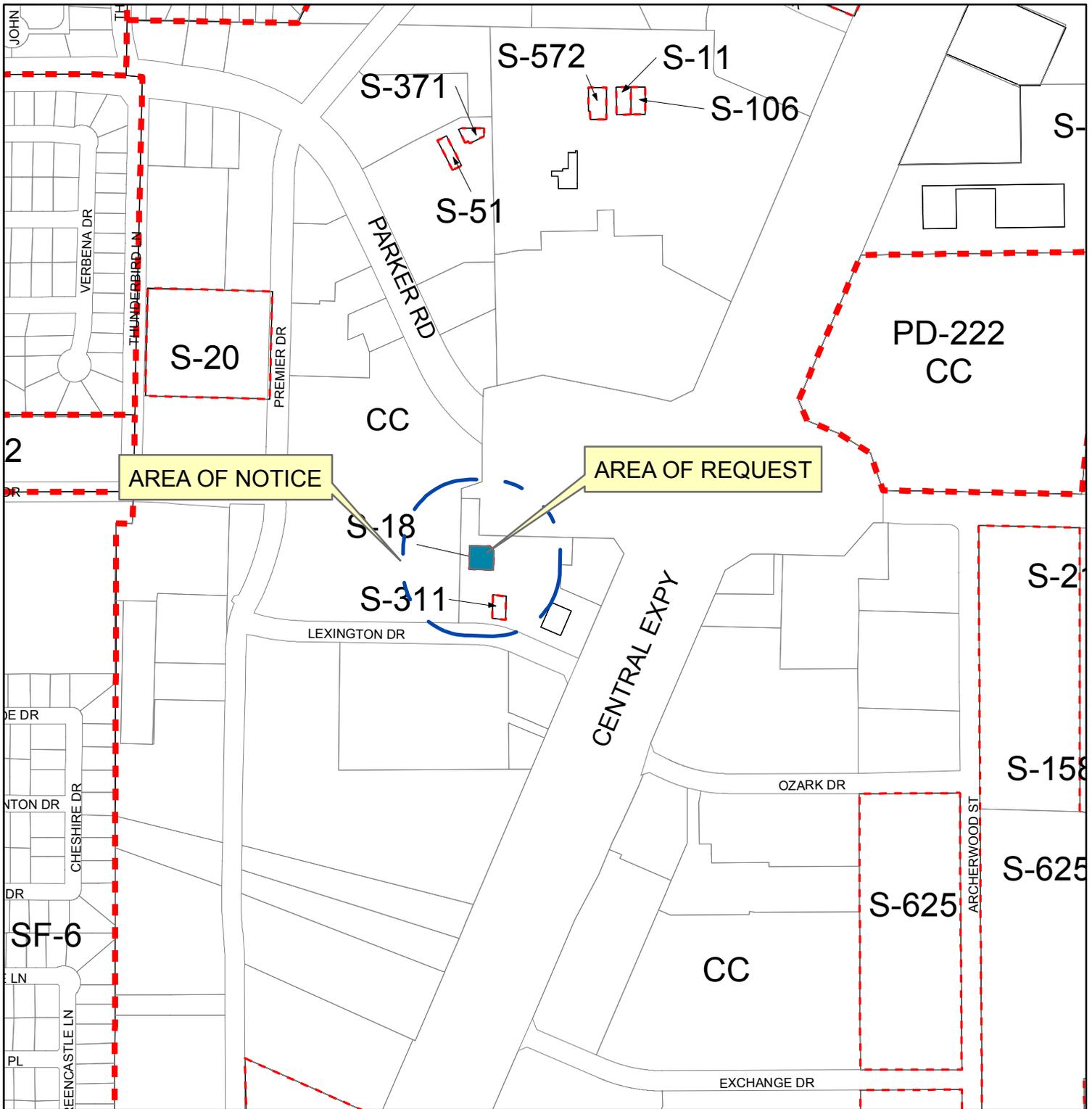
THENCE North, 01° 52' 03" East, a distance of 69.44 feet to an iron rod set for corner;

THENCE South, 88° 07' 57" East, a distance of 60.00 feet to an iron rod set for corner;

THENCE South, 43° 07' 57" East, a distance of 16.97 feet to an iron rod set for corner;

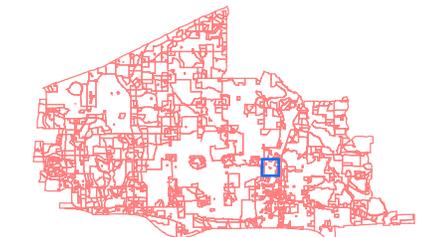
THENCE South, 01° 52' 03" West, a distance of 57.44 feet to an iron rod set for corner;

THENCE North, 88° 07' 57" West, a distance of 72.00 feet to the POINT OF BEGINNING and CONTAINING 4,928 square feet of land, more or less.



Zoning Case #: 2013-23

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #18



○ 200' Notification Buffer



**DATE:** October 22, 2013  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 21, 2013

**AGENDA ITEM NO. 6C - PUBLIC HEARING  
ZONING CASE 2013-24  
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #25 for Private Club on 0.1± acre located at the northwest corner of U.S. Highway 75 and Chisholm Place. Zoned Corridor Commercial with Specific Use Permit #25 for Private Club.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Recommended for approval as submitted.

**FOR CITY COUNCIL MEETING OF:** November 11, 2013 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

RA/dc

xc: Cliff Bormann, Permit Services Manager

CITY OF PLANO  
PLANNING & ZONING COMMISSION

October 21, 2013

**Agenda Item No. 6C**

**Public Hearing:** Zoning Case 2013-24

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to rescind Specific Use Permit #25 for Private Club on 0.1± acre located at the northwest corner of U.S. Highway 75 and Chisholm Place. Zoned Corridor Commercial with Specific Use Permit #25 for Private Club.

**REMARKS:**

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #25 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

In 2005, voters approved the sale of alcoholic beverages for on-premise consumption through a mixed beverage permit issued by the Texas Alcoholic Beverage Commission (TABC). Prior to this time, the only option was a private club permit from TABC, with an SUP approved by the city. From 2007 to 2008, the City Council rescinded numerous Specific Use Permits for Private Clubs as restaurants switched to mixed-beverage permits. However, there are still numerous SUPs in place for properties where restaurants have ceased operations, and since 2008, more restaurants have switched permit types.

Therefore, given recent changes to city ordinances related to private clubs, per City Council's direction, the Planning & Zoning Commission called a public hearing to rescind SUPs for private clubs on properties not presently being used for on-premise alcohol sales and for properties where establishments are now operating with mixed-beverage permits.

There is no longer a restaurant at this location; therefore the property no longer needs the SUP for a private club issued by the City of Plano. Staff recommends that the Private Club SUP be rescinded. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

**RECOMMENDATION:**

Recommended for approval as submitted.





PARK BOULEVARD

Area of Request

CENTRAL EXPRESSWAY

CHISHOLM PLACE



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

Zoning Case 2013-24

## Zoning Case 2013-24

**An Ordinance of the City of Plano, Texas, repealing in its entirety Ordinance No. 91-12-4; thereby rescinding Specific Use Permit No. 25 for the additional use of a Private Club on 0.1± acre of land out of the J.M. Salmons Survey, Abstract No. 814, located on the west side of U.S. Highway 75, 130± feet north of Chisholm Place in the City of Plano, Collin County, Texas, currently zoned Corridor Commercial with Specific Use Permit No. 25 for Private Club, and amending the Comprehensive Zoning Ordinance of the city, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the city; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 11th day of November, 2013, for the purpose of considering rescinding Specific Use Permit No. 25 for the additional use of a Private Club on 0.1± acre of land out of the J.M. Salmons Survey, Abstract No. 814, located on the west side of U.S. Highway 75, 130± feet north of Chisholm Place in the City of Plano, Collin County, Texas; 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, 2013; and

**WHEREAS**, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 25 for the additional use of a Private Club 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.** Ordinance No. 91-12-4 duly passed and approved by the City Council of the City of Plano, Texas, on December 9, 1991, granting Specific Use Permit No. 25 for the additional use of a Private Club on 0.1± acre of land out of the J.M. Salmons Survey, Abstract No. 814, located on the west side of U.S. Highway 75, 130± feet north of Chisholm Place in the City of Plano, Collin County, Texas, currently zoned Corridor Commercial with Specific Use Permit No. 25 for Private Club, more fully described on Exhibit "A" attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 25 is hereby rescinded.

**Section II.** It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

**PASSED AND APPROVED THIS THE 11TH DAY OF NOVEMBER, 2013.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2013-24

BEING a tract of land situated in the J.M. Salmons Survey, Abstract No. 814, City of Plano, Collin County, Texas and being part of the replat of Lot 1, Block A, Chisholm Place Addition No. IV, an addition to the City of Plano according to the plat thereof and being more particularly described as follows:

COMMENCING at a point in the westerly line of U.S. Highway No. 75 (a 320-foot right-of-way) said point being at the northeasterly point of a corner clip of Chisholm Place (a variable width right-of-way); thence with said westerly line of U.S. Highway No. 75 with a curve to the right having a central angle  $01^{\circ} 07' 50''$  a radius of 5,889.58 feet for an arc distance of 116.21 feet; thence North,  $74^{\circ} 24' 19''$  West, departing said westerly line, a distance of 231.92 feet to the POINT OF BEGINNING of the herein described tract;

THENCE North,  $74^{\circ} 24' 19''$  West, a distance of 81.58 feet;

THENCE North,  $15^{\circ} 35' 41''$  East, a distance of 1.67 feet;

THENCE North,  $74^{\circ} 24' 19''$  West, a distance of 9.75 feet;

THENCE North,  $15^{\circ} 35' 41''$  East, a distance of 20.67 feet;

THENCE South,  $74^{\circ} 24' 19''$  East, a distance of 4.00 feet;

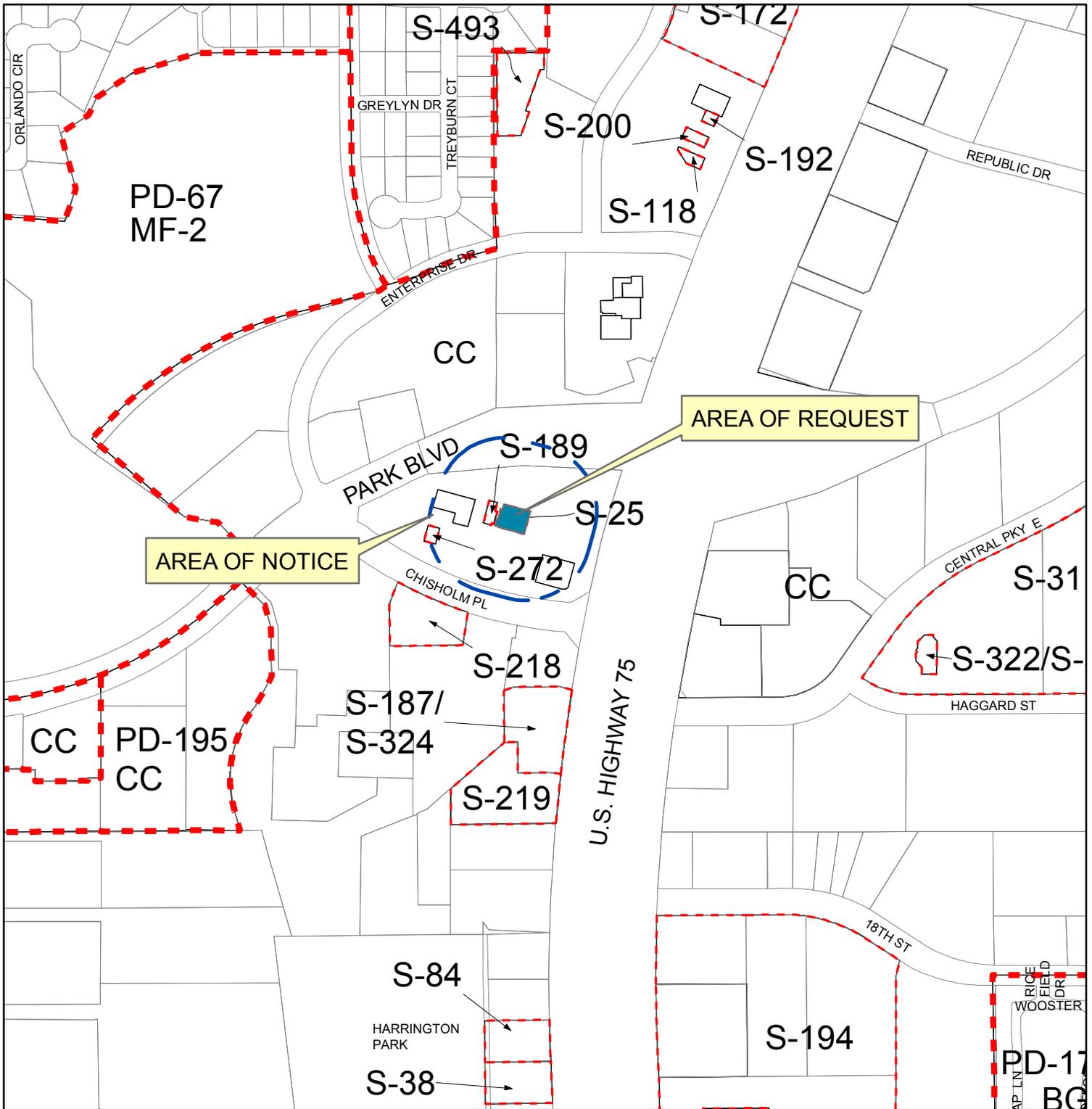
THENCE North,  $15^{\circ} 35' 41''$  East, a distance of 31.33 feet;

THENCE South,  $74^{\circ} 24' 19''$  East, a distance of 5.75 feet;

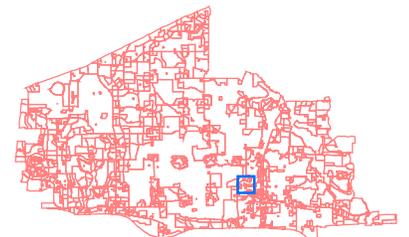
THENCE North,  $15^{\circ} 35' 41''$  East, a distance of 16.33 feet;

THENCE South,  $74^{\circ} 24' 19''$  East, a distance of 81.58 feet;

THENCE South,  $15^{\circ} 35' 41''$  West, a distance of 70.00 feet to the POINT OF BEGINNING and CONTAINING 6,092 square feet of land.



Zoning Case #: 2013-24



Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #25

○ 200' Notification Buffer



**DATE:** October 22, 2013  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 21, 2013

**AGENDA ITEM NO. 6D - PUBLIC HEARING  
ZONING CASE 2013-25  
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #31 for Private Club on 6.5± acres located at the northeast corner of Central Parkway East and Haggard Street. Zoned Corridor Commercial with Specific Use Permit #31 for Private Club and Specific Use Permit #322 for Arcade.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Recommended for approval as submitted.

**FOR CITY COUNCIL MEETING OF:** November 11, 2013 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

RA/dc

xc: Cliff Bormann, Permit Services Manager

CITY OF PLANO  
PLANNING & ZONING COMMISSION

October 21, 2013

**Agenda Item No. 6D**

**Public Hearing:** Zoning Case 2013-25

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to rescind Specific Use Permit #31 for Private Club on 6.5± acres located at the northeast corner of Central Parkway East and Haggard Street. Zoned Corridor Commercial with Specific Use Permit #31 for Private Club and Specific Use Permit #322 for Arcade.

**REMARKS:**

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #31 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

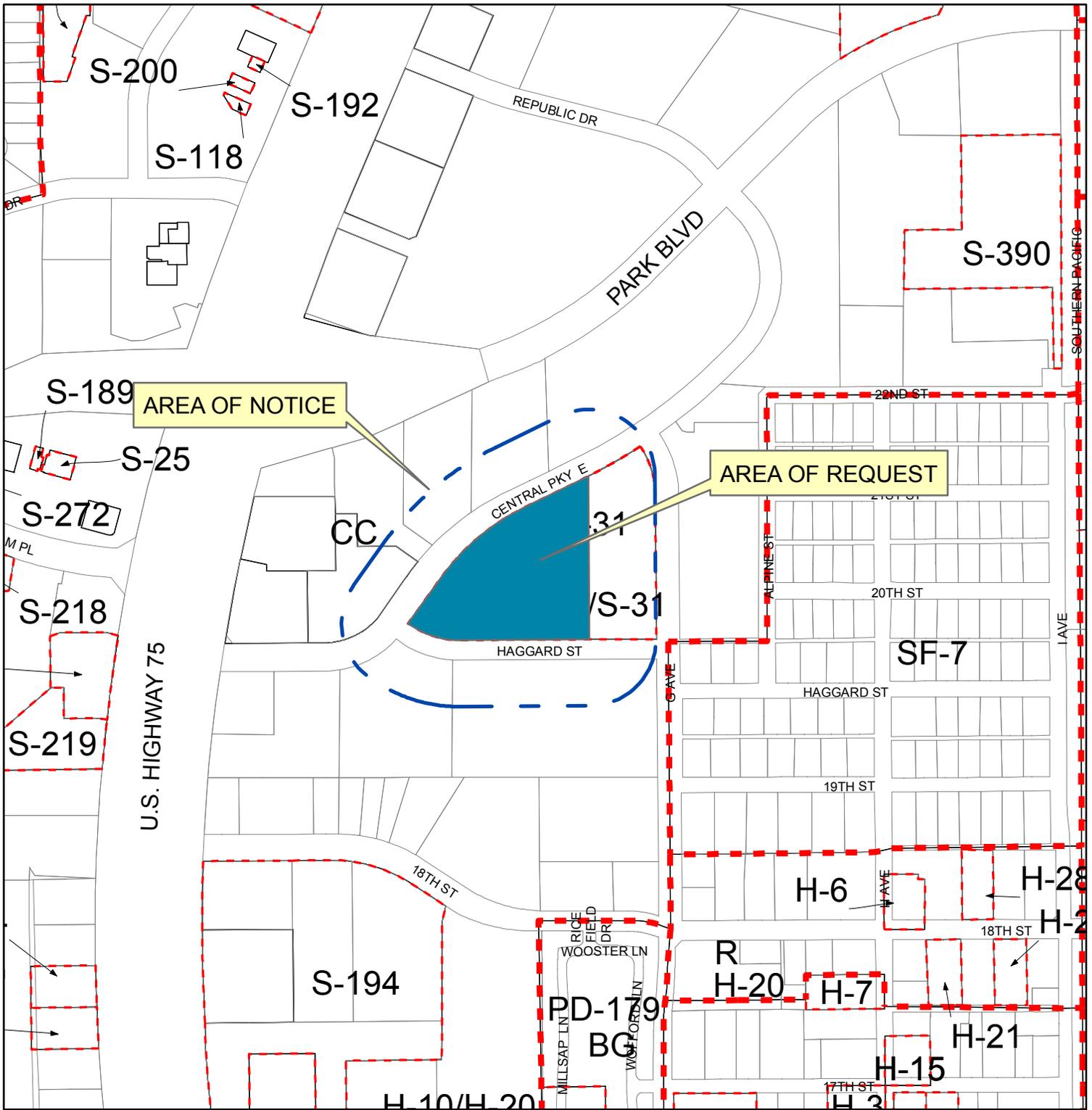
In 2005, voters approved the sale of alcoholic beverages for on-premise consumption through a mixed-beverage permit issued by the Texas Alcoholic Beverage Commission (TABC). Prior to this time, the only option was a private club permit from TABC, with an SUP approved by the city. From 2007 to 2008, the City Council rescinded numerous SUPs for private clubs as restaurants switched to mixed-beverage permits. However, there are still numerous SUPs in place for properties where restaurants have ceased operations, and since 2008, more restaurants have switched permit types.

Therefore, given recent changes to city ordinances related to private clubs, per City Council's direction, the Planning & Zoning Commission called a public hearing to rescind SUPs for private clubs on properties not presently being used for on-premise alcohol sales and for properties where establishments are now operating with mixed-beverage permits.

Holiday Inn Express has obtained a mixed-beverage permit from TABC to serve alcoholic beverages; therefore, it no longer needs the SUP for a private club issued by the City of Plano. Staff recommends that the private club SUP be rescinded, since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

**RECOMMENDATION:**

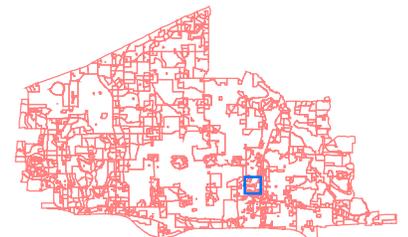
Recommended for approval as submitted.

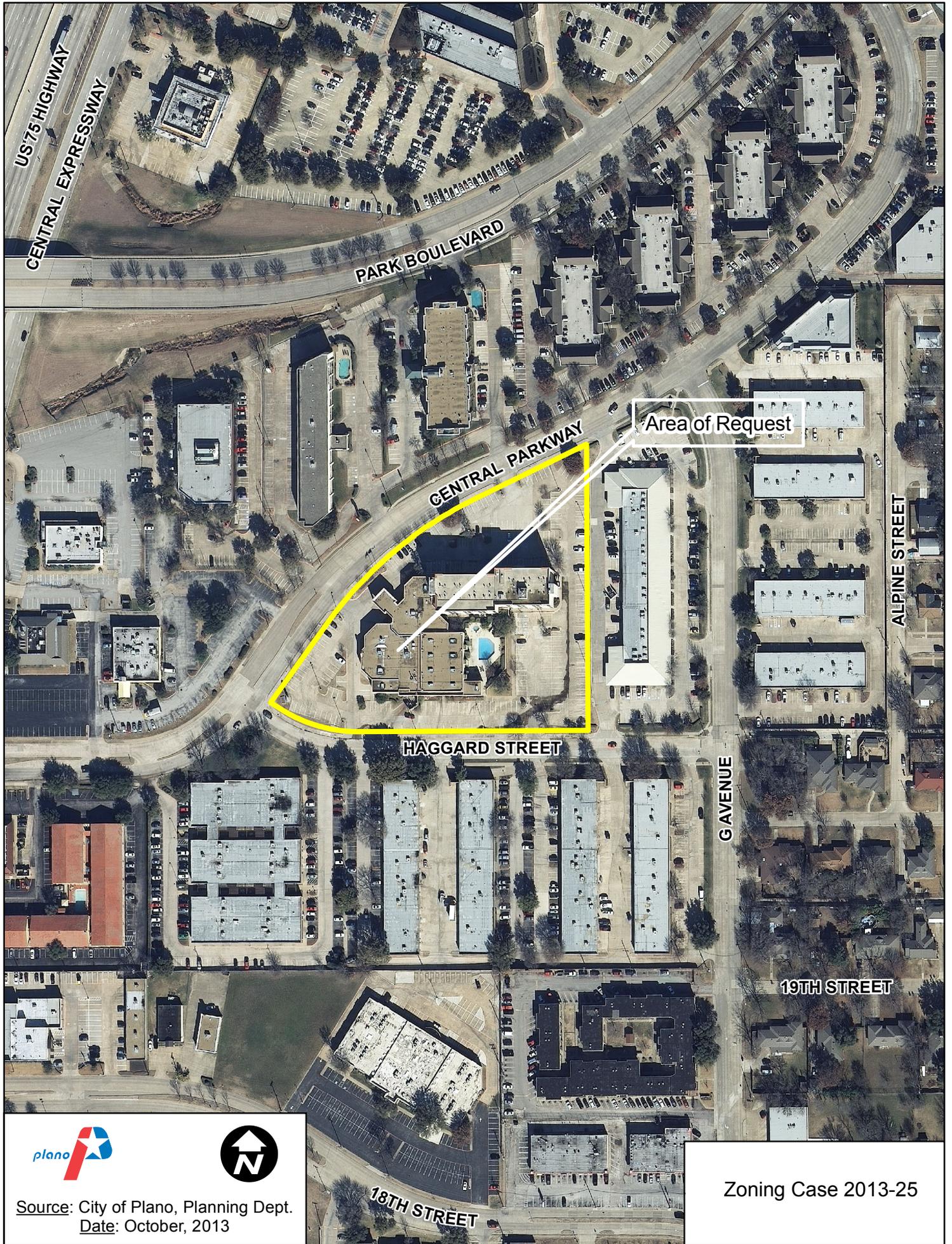


Zoning Case #: 2013-25

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMITS #31 & #32

○ 200' Notification Buffer





Area of Request



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

Zoning Case 2013-25

## Zoning Case 2013-25

**An Ordinance of the City of Plano, Texas, repealing in its entirety Ordinance No. 83-4-18; thereby rescinding Specific Use Permit No. 31 for the additional use of a Private Club on 6.5± acres of land out of the John W. Salmon Survey, Abstract No. 814 and the Joseph Klepper Survey, Abstract No. 213, located at the northeast corner of Central Parkway East and Haggard Street in the City of Plano, Collin County, Texas, currently zoned Corridor Commercial with Specific Use Permit No. 322 for Arcade and Specific Use Permit No. 31 for Private Club, and amending the Comprehensive Zoning Ordinance of the city, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the city; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 11th day of November, 2013, for the purpose of considering rescinding Specific Use Permit No. 31 for the additional use of a Private Club on 6.5± acres of land out of the John W. Salmon Survey, Abstract No. 814 and the Joseph Klepper Survey, Abstract No. 213, located at the northeast corner of Central Parkway East and Haggard Street in the City of Plano, Collin County, Texas; 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, 2013; and

**WHEREAS**, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 31 for the additional use of a Private Club 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.** Ordinance No. 83-4-18 duly passed and approved by the City Council of the City of Plano, Texas, on April 25, 1983, granting Specific Use Permit No. 31 for the additional use of a Private Club on 6.5± acres of land out of the John W. Salmon Survey, Abstract No. 814 and the Joseph Klepper Survey, Abstract No. 213, located at the northeast corner of Central Parkway East and Haggard Street in the City of Plano, Collin County, Texas, currently zoned Corridor Commercial with Specific Use Permit No. 322 for Arcade and Specific Use Permit No. 31 for Private Club, more fully described on Exhibit "A" attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 31 is hereby rescinded.

**Section II.** It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

**PASSED AND APPROVED THIS THE 11TH DAY OF NOVEMBER, 2013.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

## Zoning Case 2013-25

### Tract 1

BEING a tract of land situated in the City of Plano, Collin County, Texas, out of the John M. Salmon Survey, Abstract No. 814 and the Joseph Klepper Survey, Abstract No. 213, and being part of that certain 55 acre tract of land conveyed by W.O. Haggard, et ux, to Clifton R. Haggard by deed dated March 4, 1949, recorded in Volume 401, Page 48 of the Deed Records of Collin County, Texas, and being part of Haggard-Park Boulevard Addition No. 3, an addition to the City of Plano, Texas, according to the plat thereof recorded in Volume 11, Page 6 of the Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod set in the north right-of-way line of Haggard Street (a 60-foot right-of-way) said point being North,  $89^{\circ} 30' 19''$  West, a distance of 202.78 feet from the west line of Avenue G;

THENCE North,  $89^{\circ} 30' 19''$  West, with said north line of Haggard Street, a distance of 402.28 feet to the beginning of a curve to the right having a central angle of  $36^{\circ} 00' 00''$  and a radius of 220.00 feet;

THENCE along said curve in a northwesterly direction an arc distance of 138.23 feet to an iron rod found for corner;

THENCE North,  $53^{\circ} 30' 19''$  West, a distance of 16.90 feet to an iron rod found for corner in the southeasterly line of Central Parkway East;

THENCE North,  $36^{\circ} 29' 41''$  East, with said southeasterly line a distance of 164.86 feet to the beginning of a curve to the right having a central angle of  $28^{\circ} 21' 32''$  and a radius of 684.17 feet;

THENCE along said curve in a northeasterly direction an arc distance of 338.63 feet to an iron rod set for corner;

THENCE North,  $64^{\circ} 51' 13''$  East, a distance of 191.23 feet to the beginning of a curve to the left having a central angle of  $00^{\circ} 42' 32''$  and a radius of 1,665.10 feet;

THENCE along said curve in a northeasterly direction an arc distance of 20.60 feet to an iron rod set for corner;

THENCE South,  $00^{\circ} 29' 41''$  West, a distance of 491.76 feet to the POINT OF BEGINNING and CONTAINING 4.000 acres of land, more or less.

## Zoning Case 2013-25

### Tract 2

BEING a tract of land situated in the City of Plano, Collin County, Texas, out of the John M. Salmon Survey, Abstract No. 814 and the Joseph Klepper Survey, Abstract No. 213, and being part of that certain 55 acre tract of land conveyed by W.O. Haggard, et ux, to Clifton R. Haggard by deed dated March 4, 1949, recorded in Volume 401, page 48 of the Deed Records of Collin County, Texas, and being part of Haggard-Park Boulevard Addition No. 3, an addition to the City of Plano, Texas, according to the plat thereof recorded in Volume 11, Page 6 of the Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod found for corner at the intersection of the west right-of-way line of Avenue G (a 70-foot right-of-way) and the north right-of-way line of Haggard Street (a 60-foot right-of-way);

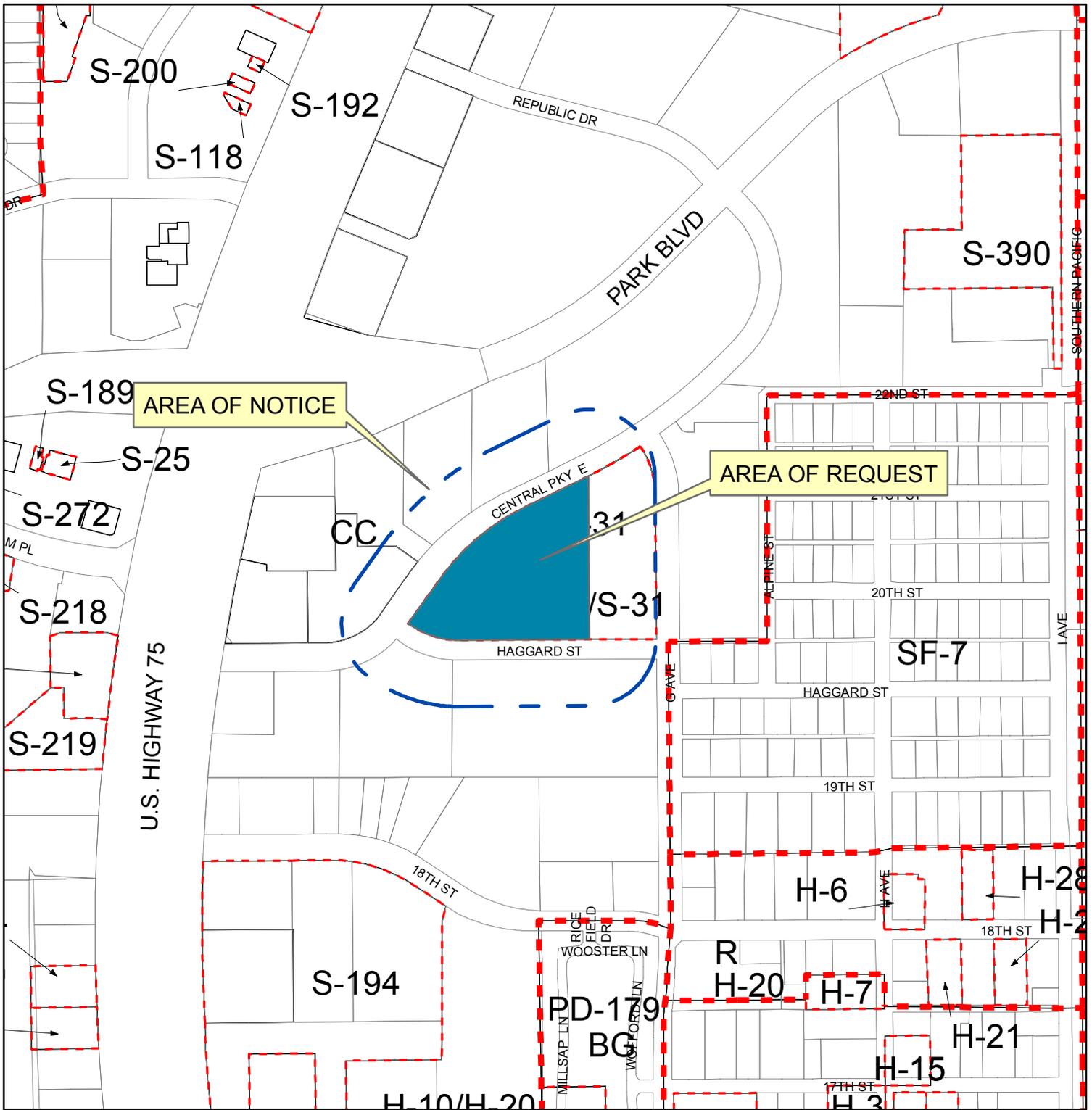
THENCE North,  $89^{\circ} 30' 19''$  West, with the north right-of-way line of Haggard Street, a distance of 202.78 feet to an iron rod set for corner;

THENCE North,  $00^{\circ} 29' 41''$  East, a distance of 491.76 feet to an iron rod set for corner in the south right-of-way line of Central Parkway East, said corner also being the beginning of a curve to the left having a central angle of  $06^{\circ} 12' 14''$ , a radius of 1,665.10 feet and whose chord bears North,  $61^{\circ} 02' 38''$  East;

THENCE along said curve in a northeasterly direction an arc distance of 180.29 feet to an iron rod found for corner, in the west line of Avenue G, said corner also being the beginning of a curve to the right having a central angle of  $33^{\circ} 37' 47''$ , a radius of 267.50 feet and whose chord bears South  $16^{\circ} 25' 40''$  East;

THENCE along said curve and the west line of Avenue G in a southerly direction, an arc distance of 157.01 feet to the end of said curve;

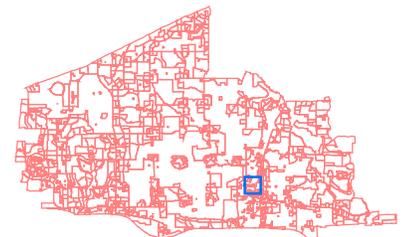
THENCE South,  $00^{\circ} 23' 13''$  West, continuing with the west line of Avenue G, a distance of 432.30 feet to the POINT OF BEGINNING and CONTAINING 2.4789 acres of land, more or less.



Zoning Case #: 2013-25

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMITS #31 & #32

○ 200' Notification Buffer



**DATE:** October 22, 2013  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 21, 2013

**AGENDA ITEM NO. 6E - PUBLIC HEARING  
ZONING CASE 2013-26  
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #51 for Private Club on 0.1± acre located 260± feet north of Parker Road and 1,200± feet west of U.S. Highway 75. Zoned Corridor Commercial with Specific Use Permit #51 for Private Club.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Recommended for approval as submitted.

**FOR CITY COUNCIL MEETING OF:** November 11, 2013 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

EH/dc

xc: Cliff Bormann, Permit Services Manager

CITY OF PLANO  
PLANNING & ZONING COMMISSION

October 21, 2013

**Agenda Item No. 6E**

**Public Hearing:** Zoning Case 2013-26

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to rescind Specific Use Permit #51 for Private Club on 0.1± acre located 260± feet north of Parker Road and 1,200± feet west of U.S. Highway 75. Zoned Corridor Commercial with Specific Use Permit #51 for Private Club.

**REMARKS:**

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #51 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

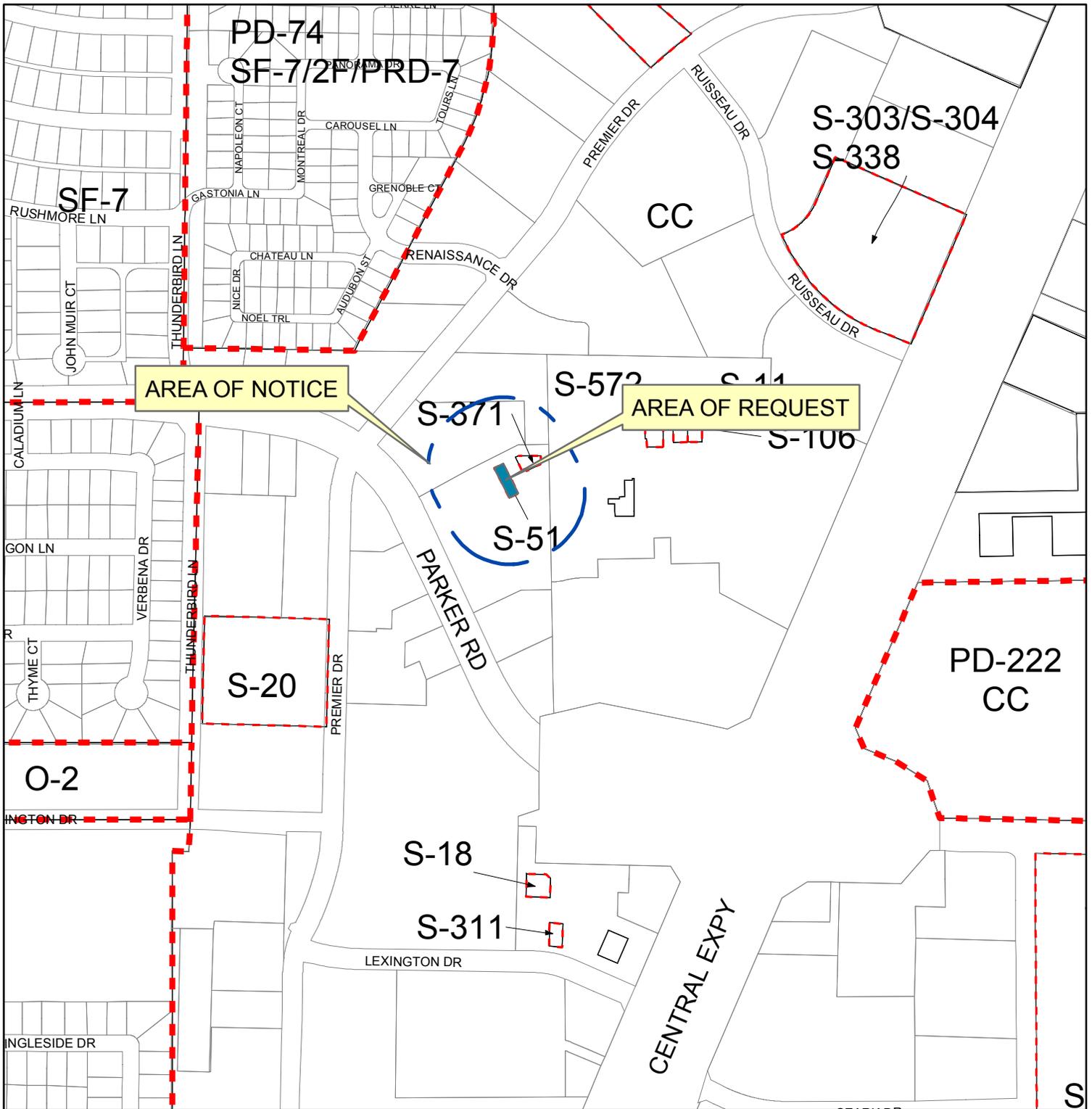
In 2005, voters approved the sale of alcoholic beverages for on-premise consumption through a mixed-beverage permit issued by the Texas Alcoholic Beverage Commission (TABC). Prior to this time, the only option was a private club permit from TABC, with an SUP approved by the city. From 2007 to 2008, the City Council rescinded numerous SUPs for private clubs as restaurants switched to mixed-beverage permits. However, there are still numerous SUPs in place for properties where restaurants have ceased operations and since 2008, more restaurants have switched permit types.

Therefore, given recent changes to city ordinances related to private clubs, per City Council's direction, the Planning & Zoning Commission called a public hearing to rescind SUPs for private clubs on properties not presently being used for on-premise alcohol sales and for properties where establishments are now operating with mixed-beverage permits.

Jodha Akbar Restaurant is no longer in operation; therefore, it no longer needs the SUP for a private club issued by the City of Plano. Staff recommends that the private club SUP be rescinded. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

**RECOMMENDATION:**

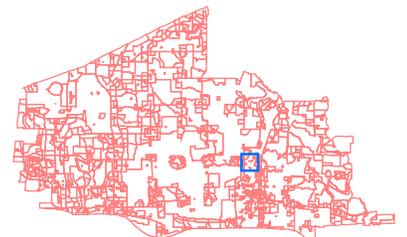
Recommended for approval as submitted.



Zoning Case #: 2013-26

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #51

○ 200' Notification Buffer





Area of Request

PARKER ROAD



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

Zoning Case 2013-26

## Zoning Case 2013-26

**An Ordinance of the City of Plano, Texas, repealing in its entirety Ordinance No. 85-4-6; thereby rescinding Specific Use Permit No. 51 for the additional use of a Private Club on 0.1± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located 260± feet north of Parker Road, 1,200± feet west of U.S. Highway 75 in the City of Plano, Collin County, Texas, currently zoned Corridor Commercial with Specific Use Permit No. 51 for Private Club, and amending the Comprehensive Zoning Ordinance of the city, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the city; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 11th day of November, 2013, for the purpose of considering rescinding Specific Use Permit No. 51 for the additional use of a Private Club on 0.1± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located 260± feet north of Parker Road, 1,200± feet west of U.S. Highway 75 in the City of Plano in the City of Plano, Collin County, Texas; 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, 2013; and

**WHEREAS**, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 51 for the additional use of a Private Club 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.** Ordinance No. 85-4-6 duly passed and approved by the City Council of the City of Plano, Texas, on April 8, 1985, granting Specific Use Permit No. 51 for the additional use of a Private Club on 0.1± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located 260± feet north of Parker Road, 1,200± feet west of U.S. Highway 75 in the City of Plano in the City of Plano, Collin County, Texas, currently zoned Corridor Commercial with Specific Use Permit No. 51 for Private Club, more fully described on Exhibit "A" attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 51 is hereby rescinded.

**Section II.** It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

**PASSED AND APPROVED THIS THE 11TH DAY OF NOVEMBER, 2013.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2013-26

BEING a part of the Daniel Rowlett Survey, Abstract No. 738, City of Plano, Collin County, Texas, and being a part of Cambridge-Ruisseau Village Ltd., an addition to the City of Plano as recorded in Volume D, Page 53 of the Collin County Map Records, being known as Suite 115 within said addition and being more particularly described as follows:

COMMENCING for reference on the easterly line of Parker Road (100 feet wide) at an iron rod found marking the southwesterly corner of aforementioned Cambridge-Ruisseau Addition;

THENCE with the easterly line of Parker Road and with the west line of said addition, North, 23° 48' 28" West, a distance of 256.00 feet to a point;

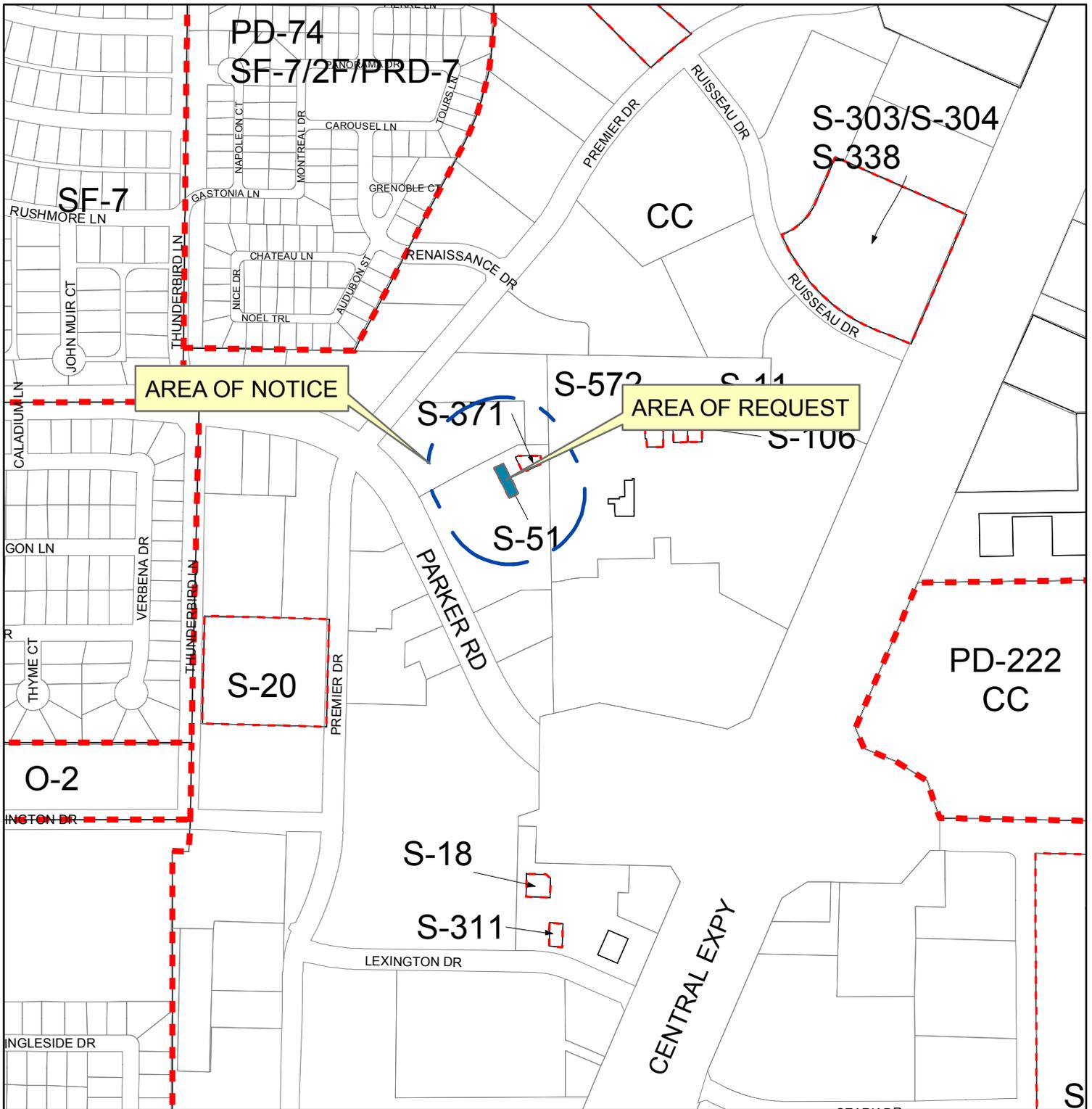
THENCE North, 63° 38' 30" East, a distance of 230.62 feet to the center of a concrete column which marks the southwesterly corner of Suite 115 and which also marks the PRINCIPAL PLACE OF BEGINNING for the herein described premises;

THENCE North, 26° 21' 30" West, a distance of 100.00 feet to the northwesterly corner of Suite 115;

THENCE North, 63° 38' 30" East, a distance of 30.00 feet to the northeasterly corner of Suite 115;

THENCE South, 26° 21' 30" East, a distance of 100.00 feet to the southeasterly corner of Suite 115;

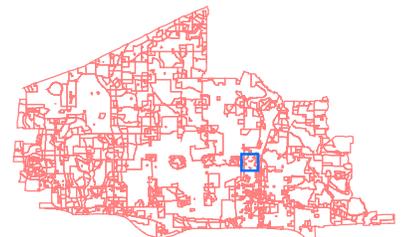
THENCE South, 63° 38' 30" West, a distance of 30.00 feet to the principal PLACE OF BEGINNING and CONTAINING 3,000 square feet or 0.0689 acres.



Zoning Case #: 2013-26

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #51

○ 200' Notification Buffer



**DATE:** October 22, 2013  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 21, 2013

**AGENDA ITEM NO. 6F - PUBLIC HEARING  
ZONING CASE 2013-27  
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #42 for Private Club on 0.1± acre located 180± feet west of Independence Parkway and 380± feet south of Parker Road. Zoned Retail with Specific Use Permit #42 for Private Club.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Recommended for approval as submitted.

**FOR CITY COUNCIL MEETING OF:** November 11, 2013 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

RA/dc

xc: Cliff Bormann, Permit Services Manager

CITY OF PLANO  
PLANNING & ZONING COMMISSION

October 21, 2013

**Agenda Item No. 6F**

**Public Hearing:** Zoning Case 2013-27

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to rescind Specific Use Permit #42 for Private Club on 0.1± acre located 180± feet west of Independence Parkway and 380± feet south of Parker Road. Zoned Retail with Specific Use Permit #42 for Private Club.

**REMARKS:**

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #42 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

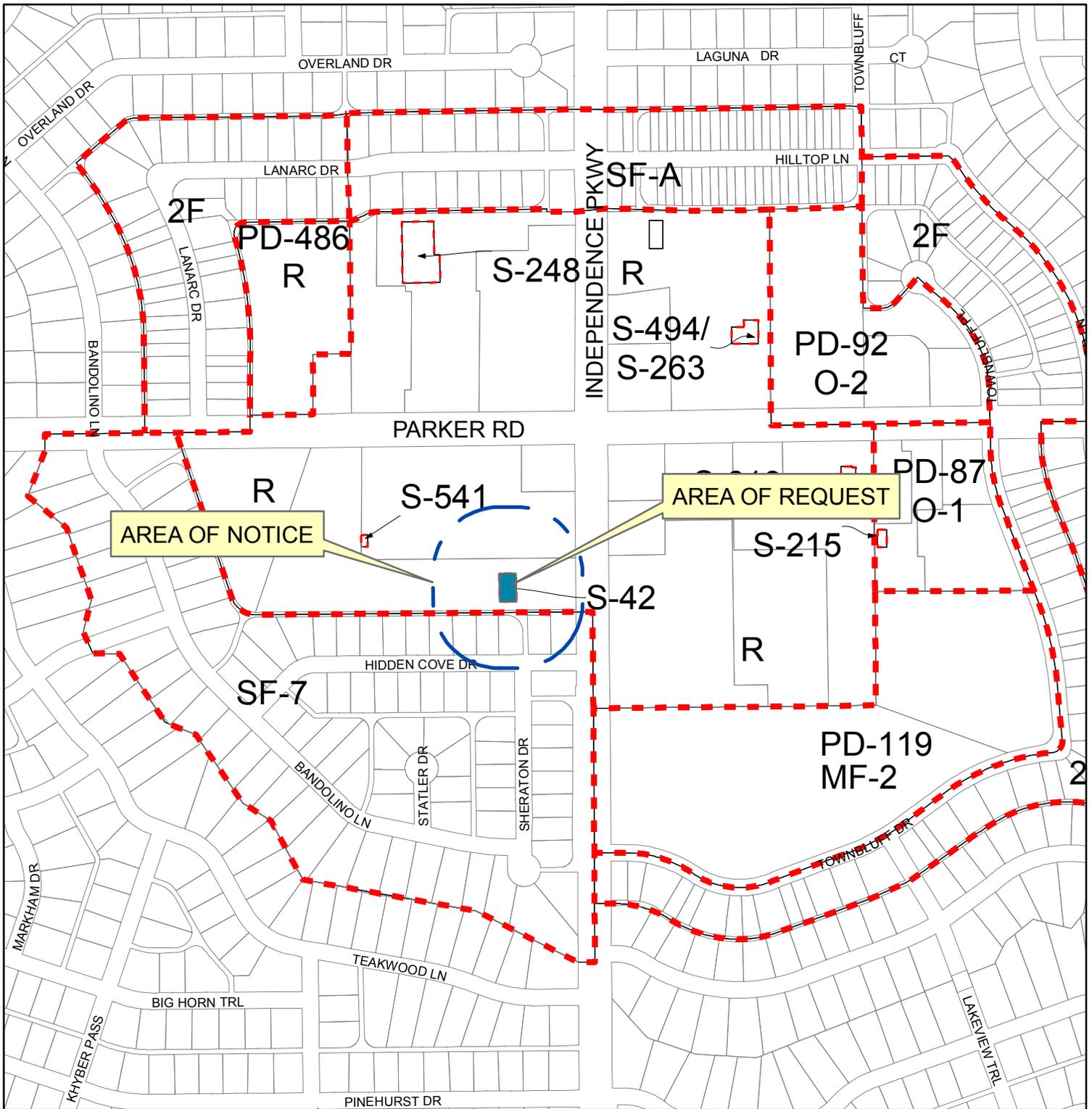
In 2005, voters approved the sale of alcoholic beverages for on-premise consumption through a mixed-beverage permit issued by the Texas Alcoholic Beverage Commission (TABC). Prior to this time, the only option was a private club permit from TABC, with an SUP approved by the city. From 2007 to 2008, the City Council rescinded numerous SUPs for private clubs as restaurants switched to mixed-beverage permits. However, there are still numerous SUPs in place for properties where restaurants have ceased operations, and since 2008, more restaurants have switched permit types.

Therefore, given recent changes to city ordinances related to private clubs, per City Council's direction, the Planning & Zoning Commission called a public hearing to rescind SUPs for private clubs on properties not presently being used for on-premise alcohol sales and for properties where establishments are now operating with mixed-beverage permits.

Lucky City has obtained a mixed-beverage permit from TABC to serve alcoholic beverages; therefore, it no longer needs the SUP for a private club issued by the City of Plano. Staff recommends that the private club SUP be rescinded, since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

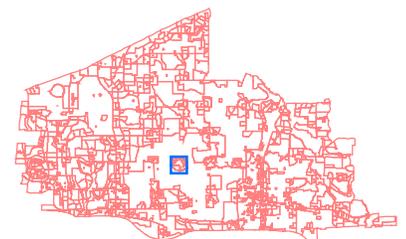
**RECOMMENDATION:**

Recommended for approval as submitted.



Zoning Case #: 2013-27

Existing Zoning: RETAIL w/SPECIFIC USE PERMIT #42



○ 200' Notification Buffer





Area of Request

HIDDEN COVE DRIVE

SHERATON DRIVE

INDEPENDENCE PARKWAY



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

Zoning Case 2013-27

## Zoning Case 2013-27

**An Ordinance of the City of Plano, Texas, repealing in its entirety Ordinance No. 78-2-16; thereby rescinding Specific Use Permit No. 42 for the additional use of a Private Club on 0.1± acre of land out of the Mary Catherine and Sally Owens Survey, Abstract No. 672, located 180± feet west of Independence Parkway and 380± feet south of Parker Road in the City of Plano, Collin County, Texas, currently zoned Retail with Specific Use Permit No. 42 for Private Club, and amending the Comprehensive Zoning Ordinance of the city, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the city; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 11th day of November, 2013, for the purpose of considering rescinding Specific Use Permit No. 42 for the additional use of a Private Club on 0.1± acre of land out of the Mary Catherine and Sally Owens Survey, Abstract No. 672, located 180± feet west of Independence Parkway and 380± feet south of Parker Road in the City of Plano, Collin County, Texas; 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, 2013; and

**WHEREAS**, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 42 for the additional use of a Private Club 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.** Ordinance No. 78-2-16 duly passed and approved by the City Council of the City of Plano, Texas, on February 27, 1978, granting Specific Use Permit No. 42 for the additional use of a Private Club on 0.1± acre of land out of the Mary Catherine and Sally Owens Survey, Abstract No. 672, located 180± feet west of Independence Parkway and 380± feet south of Parker Road in the City of Plano, Collin County, Texas, currently zoned Retail with Specific Use Permit No. 42 for Private Club, more fully described on Exhibit "A" attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 42 is hereby rescinded.

**Section II.** It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

**PASSED AND APPROVED THIS THE 11TH DAY OF NOVEMBER, 2013.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2013-27

BEING a tract of land situated in the Mary Catherine and Sally Owens Survey, Abstract No. 672, of the City of Plano, Collin County, Texas and being more particularly described as follows:

BEGINNING at the intersection of the south right-of-way line of Parker Road (100-foot right-of-way) and the west right-of-way line of Independence Parkway (100-foot right-of-way);

THENCE proceeding South along the western right-of-way line 386.5 feet;

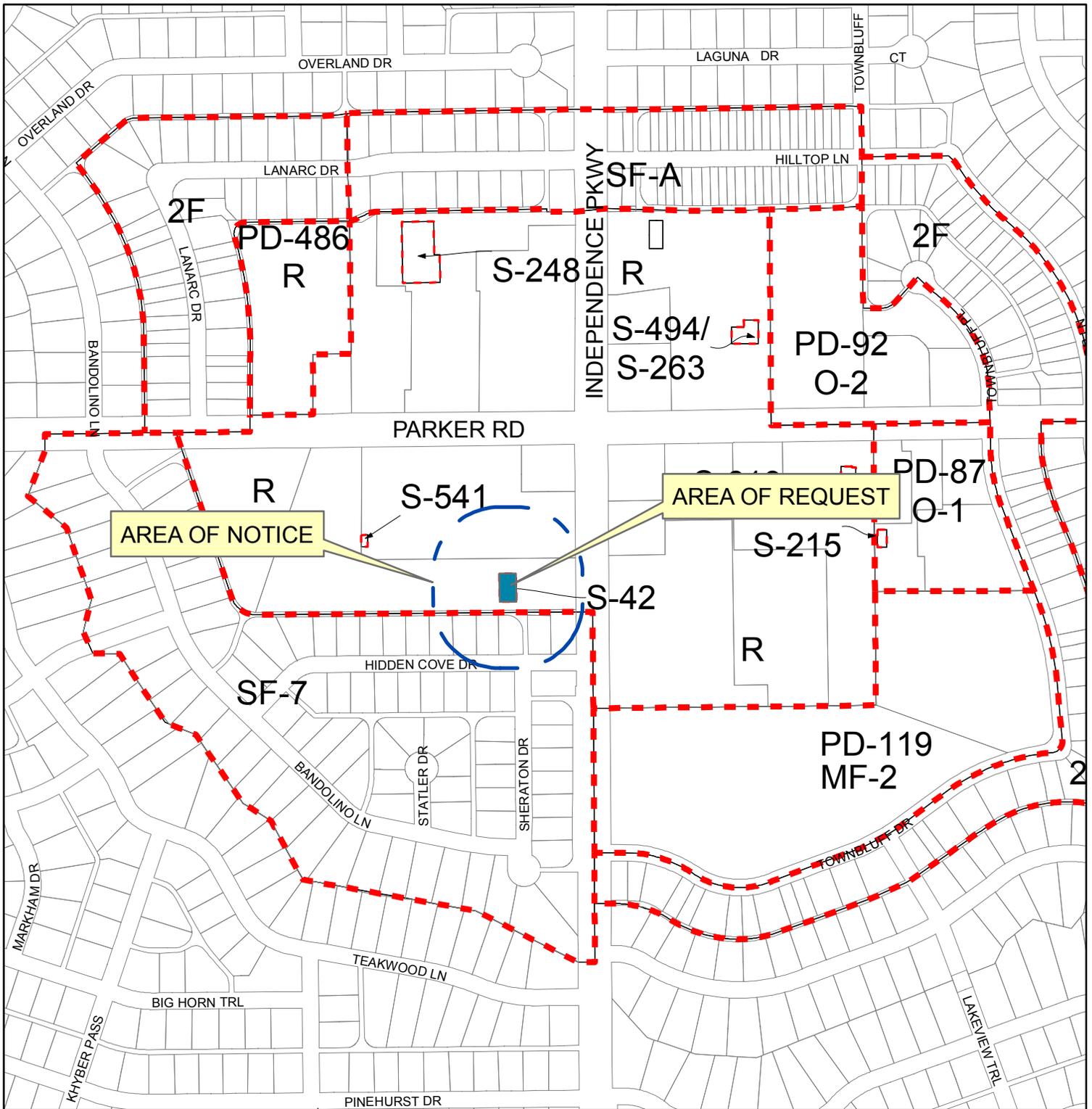
THENCE North,  $89^{\circ} 33' 46''$  East, 179.0 feet to the POINT OF BEGINNING;

THENCE South,  $89^{\circ} 33' 46''$  West, 49.9 feet to a point for corner;

THENCE South,  $00^{\circ} 27' 38''$  East, 85.0 feet to a point for corner;

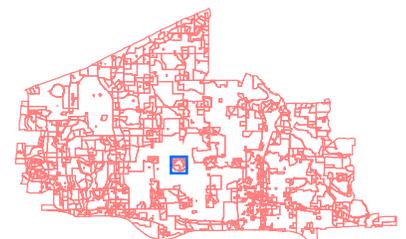
THENCE North,  $89^{\circ} 29' 27''$  East, 50.0 feet to a point for corner;

THENCE North,  $00^{\circ} 31' 25''$  West, along said right-of-way line, 85.0 feet to the PLACE OF BEGINNING, CONTAINING 4,250 square feet of land.



Zoning Case #: 2013-27

Existing Zoning: RETAIL w/SPECIFIC USE PERMIT #42



○ 200' Notification Buffer

