

CITY COUNCIL

1520 AVENUE K



DATE: 1/9/2012
 CALL TO ORDER: 7:00 p.m.
 INVOCATION: Alice Coder, Sr. Associate Pastor
 First United Methodist Church
 PLEDGE OF ALLEGIANCE: Representatives of the Boys & Girls Club of
 Collin County Plano

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>PROCLAMATION: The Medical Center of Plano and the American Heart Association are promoting heart health during February, Heart Disease Awareness Month</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u></p> <p>December 20, 2011</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) Bid No. 2012-41-B for Legacy Trail Improvements, Projects 5880 and 6116 to Cole Construction, Inc. in the amount of \$738,900 and authorizing the City Manager to execute all necessary documents.</p> <p>Purchase from an Existing Contract</p> <p>(c) To approve the purchase of one (1) Alamo Interstater Mower for Fleet Services to be utilized by Ground Maintenance in the amount of \$51,024 from Alamo Sales Corporation through an existing contract/agreement with HGAC, and authorizing the City Manager to execute all necessary documents. (HGAC Contract #GRO-10)</p> <p>(d) To approve the purchase of one (1) Kenworth Concrete Truck for Fleet Services to be utilized by Municipal Drainage in the amount of \$135,404 from MHC Kenworth through an existing contract/agreement with TASB/Buyboard, and authorizing the City Manager to execute all necessary documents. (TASB/Buyboard Contract #358-10)</p> <p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p> <p>(e) To approve a Professional Service Agreement by and between the City of Plano and Lobbylt.com, LLC for consulting and legislative services, and authorizing the City Manager to execute all necessary documents.</p> <p><u>Adoption of Resolutions</u></p> <p>(f) To approve the terms and conditions of a First Modification to the contract by and between The Samaritan Inn and the City of Plano for Homelessness Prevention Program services in Plano and reallocating unused funds available for this program; authorizing its execution by the City Manager; and providing an effective date.</p> <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p> <p>(1) Public Hearing and consideration of an Ordinance as requested in Zoning Case 2011-33 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 617 so as to allow the additional use of Trade/Commercial School on 0.1± acre of land located on the north side of Teakwood Lane, 290± feet west of Custer Road, in the City of Plano, Collin County, Texas, presently zoned General Office; 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: Ken Ogendipe</p> <p>(2) Public Hearing and consideration of an Ordinance as requested in Zoning Case 2011-38 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, amending Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance, as heretofore amended, pertaining to municipal marketing signs; 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</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		1/09/2012		
Department:		City Manager's Office		
Department Head		Bruce Glasscockk		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PROCLAMATION: The Medical Center of Plano and the American Heart Association are promoting heart health during February, Heart Disease Awareness Month				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING AND REGULAR SESSION
December 20, 2011**

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer called the meeting to order at 6:30 p.m., Tuesday, December 20, 2011, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071; and to receive information regarding Economic Development, Section 551.087; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting and Regular Session at 7:02 p.m.

Consideration and action resulting from Executive Session discussion

No items were brought forward.

Jessie Prince, Executive Pastor of Grace Outreach Center led the invocation and Cub Scout Pack 280 of First United Methodist Church of Plano led the Pledge of Allegiance.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

Mayor Dyer requested that Consent Agenda Item “B” be removed for individual consideration due to a possible conflict of interest.

CONSENT AGENDA

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

Approval of Minutes (Consent Agenda Item “A”)

December 8, 2011

December 12, 2011

December 12, 2011 (Presentation)

Approval of Expenditures

Purchase from an Existing Contract

To approve the purchase of Scott Self-Contained Breathing Apparatus (SCBA) equipment for the Fire Department in the amount of \$245,838 from Municipal Emergency Services through an existing contract with the City of Fort Worth and authorizing the City Manager to execute all necessary documents. (City of Fort Worth Contract # 07-0191) (Consent Agenda Item “C”)

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

To approve a Professional Services Agreement by and between the City of Plano and RLK Engineering, Inc., in the amount of \$106,760 for Intersection Improvements - Coit Road at 15th Street and Custer Road at Plano Parkway, Project No. 6157, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

To approve a Professional Services Agreement by and between the City of Plano and Binkley & Barfield, Inc., in the amount of \$120,000 for Bridge Repairs Project No. 6154; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

Adoption of Resolutions

Resolution No. 2011-12-10(R): To ratify the City’s acceptance of a fire response apparatus pursuant to the terms and conditions of the Texas Intrastate Fire Mutual Aid System (TIFMAS) Grant Assistance Program administered by the Texas Forest Service; authorizing the execution of any and all documents in connection therewith by the City Manager; and providing an effective date. (Consent Agenda Item “F”)

Resolution No. 2011-12-11(R): To approve the terms and conditions of an agreement by and between the City of Plano, Texas and Prescott Realty Group, to provide an exclusive period for the negotiation of a development agreement for the redevelopment of 4.6± acres located at the northwest corner of Park Boulevard and K Avenue in the City of Plano; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “G”)

Resolution No. 2011-12-12(R): To approve the terms and conditions of an annual maintenance contract by and between the City of Plano and Motorola Solutions, Inc., the sole source provider for depot repairs, and technical support for the City of Plano’s MESH data devices; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “H”)

Adoption of Ordinances

Ordinance No. 2011-12-13: To amend Section 3-4 (Permit required; fees) and Section 3-8 (Late hours permit; fees) of Chapter 3 (Alcoholic Beverages) of the City of Plano Code of Ordinances, to revise the term of permits granted to establishments selling alcoholic beverages in the City of Plano providing a penalty clause, repealer clause, savings clause, severability clause, and an effective date. (Consent Agenda Item “I”)

END OF CONSENT

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

CSP No. 2011-315-C for a one (1) year contract with four (4) City optional renewals for Towing Services to Signature Towing, Inc. in the estimated amount of \$3,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Police Chief Rushin spoke to the use of towing services by the department, efforts of departmental and purchasing Staff to secure proposals and committee review. Administrative Manager Brashear spoke to consideration of the vendors’ ranges of services, storage facilities, record keeping and work history in evaluation. He stated that Signature Towing, Inc. was recommended based on a more diverse and larger fleet, experience in facilitating police investigations and experience supporting municipal needs. Mr. Brashear advised that upgrades made by Jordan Towing were factored into the final evaluation without an additional visit.

Rick Chron of Signature Towing, Inc. thanked the Council for their consideration. Joe Counter, representing Jordan Towing, spoke to their standing as the sole provider for the North Texas Tollway Authority, level of customer service and on-time scene arrival. He spoke to their fleet of 20 vehicles, the offer of a lower fee schedule and providing towing for all City vehicles at no charge. Mr. Counter spoke to the lack of City response to placement of security cameras and requested the item be tabled for further consideration. Mr. Brashear responded to Deputy Mayor Pro Tem Smith that Staff was aware that Signature Towing, Inc. was removed from the Collin County Sheriff’s list of towing services, advising that this was not a contract position but was related to the difficulty they had reaching areas of the County.

CSP No. 2011-315-C (cont'd)

Upon a motion made by Council Member Dunlap and seconded by Council Member Gallagher, the Council voted 7-0 to approve CSP No. 2011-315-C for a one (1) year contract with four (4) City optional renewals for Towing Services to Signature Towing, Inc.

Mayor Dyer resumed his seat on the bench.

Public Hearing and Comment - Review of the Consolidated Annual Performance Report for the use of Federal Funds 2010-2011. This report details how the City used U.S. Department of Housing and Urban Development funds during the 2010-2011 grant year. (Regular Agenda Item "1")

Community Services Manager Day advised that this report represents the first year of operation under the 2010-2014 Consolidated Plan of Housing and Community Development Needs and spoke to the City's use of American Recovery and Reinvestment Act funds to address homelessness, grant funds for construction efforts and providing any comments received to the Department of Housing and Urban Development.

Mayor Dyer opened the Public Hearing. No one spoke for or against the item. The Public Hearing was closed.

Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2011-29 - Request for Specific Use Permit for Day Care Center (In-home) on 0.1± acre located at the northwest corner of Oakland Hills Drive and Norman Drive. Zoned Single- Family Residence-7. Applicant: Roberta Cosgrove. (Regular Agenda Item "2")

Planning Manager Firgens spoke to the Zoning Ordinance defining in-home day care centers as providing care for up to 12 children with provisions permitting eight by right. She advised that caring for more than eight requires a specific use permit, and spoke to the history of the existing center, and Planning and Zoning Commission's denial based on concerns related to caring for more than eight children and denial of a previous case by the City Council. She advised that Commissioners voting in opposition to the denial felt the property was appropriate for the use based upon its configuration, location adjacent to a collector street and staggered drop-off/pick-up times.

Mayor Dyer opened the Public Hearing. Mr. Alexander, representing the applicant, spoke to the loss of income, the home's configuration for this purpose, the lack of complaints from neighbors or state licensing agencies, and documentation provided by the homeowners association recognizing the use. He responded to Mayor Pro Tem Miner and spoke to the benefits of operating as an in-home provider rather than at a commercial location. Mr. Alexander spoke to the center contributing to the City's quality of life as stated in its mission statement. Citizen Randall Huff, residing in proximity to the location, spoke in support of the appeal and advised that there have been no issues associated with the use. Citizen and neighbor Josh Rubio spoke to benefits to the community and advised that he had no concerns regarding the use. No one else spoke for or against the request. The Public Hearing was closed.

Appeal - Zoning Case 2011-29 (cont'd)

Planning Manager Firgens responded to the Council, advising that Staff found the site appropriate for the use based on its location as a corner lot adjacent to a collector street. She could not respond regarding City revenues and she spoke to enforcement typically driven by neighbor complaints. Director of Planning Jarrell spoke to state regulations setting the maximum number of students at 12 and Mr. Alexander advised regarding annual state inspections. Ms. Jarrell further advised regarding a revision in paperwork that now requires information regarding the number of children cared for in facilities.

Council Member Gallagher stated concern related to the operation of commercial businesses in residential neighborhoods. Council Member Dunlap stated concern based on the property's location within the neighborhood with no adjacency to commercial property. Council Member Duggan stated concern that residential properties are not designed to accommodate large day-care centers. Council Member Davidson spoke in support, citing current regulations allowing eight children by right and this location providing care with no issues. Ms. Jarrell reviewed the development of regulations in 1993 which permit eight children by right.

A motion was made by Council Member Dunlap and seconded by Council Member Gallagher to deny the request. The Council voted 6-2 with Council Members Harris and Davidson voting in opposition. The motion carried.

Nothing further was discussed. Mayor Dyer adjourned the meeting at 7:58 p.m.

Phil Dyer, MAYOR

ATTEST

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		1/9/12		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
Award of Bid No. 2012-41-B for Legacy Trail Improvements, Projects 5880 and 6116 to Cole Construction, Inc. in the amount of \$738,900 and authorizing the City Manager or his authorized designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,160,000	840,000	2,000,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-738,900	0	-738,900
BALANCE	0	421,100	840,000	1,261,100
FUND(S): PARK IMPROVEMENT CIP				
COMMENTS: Funds are included in the FY 2011-12 Park Improvement CIP. This item, in the amount of \$738,900, will leave a current year balance of \$421,100 for the Legacy Trail project.				
STRATEGIC PLAN GOAL: The Legacy Trail project relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.				
SUMMARY OF ITEM				
Staff recommends the bid of Cole Construction, Inc. in the amount of \$738,900 be accepted as the lowest responsible bid for the Legacy Trail Improvement project conditioned upon the timely execution of all necessary documents.				
This project involves the construction of concrete recreational trail, two pedestrian bridges, erosion control structures and associated improvements. This project includes continued development of Legacy Trail along White Rock Creek. The project also includes two connections to Bluebonnet Trail.				
The Collin County Commissioners awarded an Open Space Grant to the City of Plano for partial funding of this project in the amount of \$300,000. The grant funds will be reimbursed to the City when the project is complete. Actual project cost for the City will be \$438,900 after the reimbursement.				



CITY OF PLANO COUNCIL AGENDA ITEM

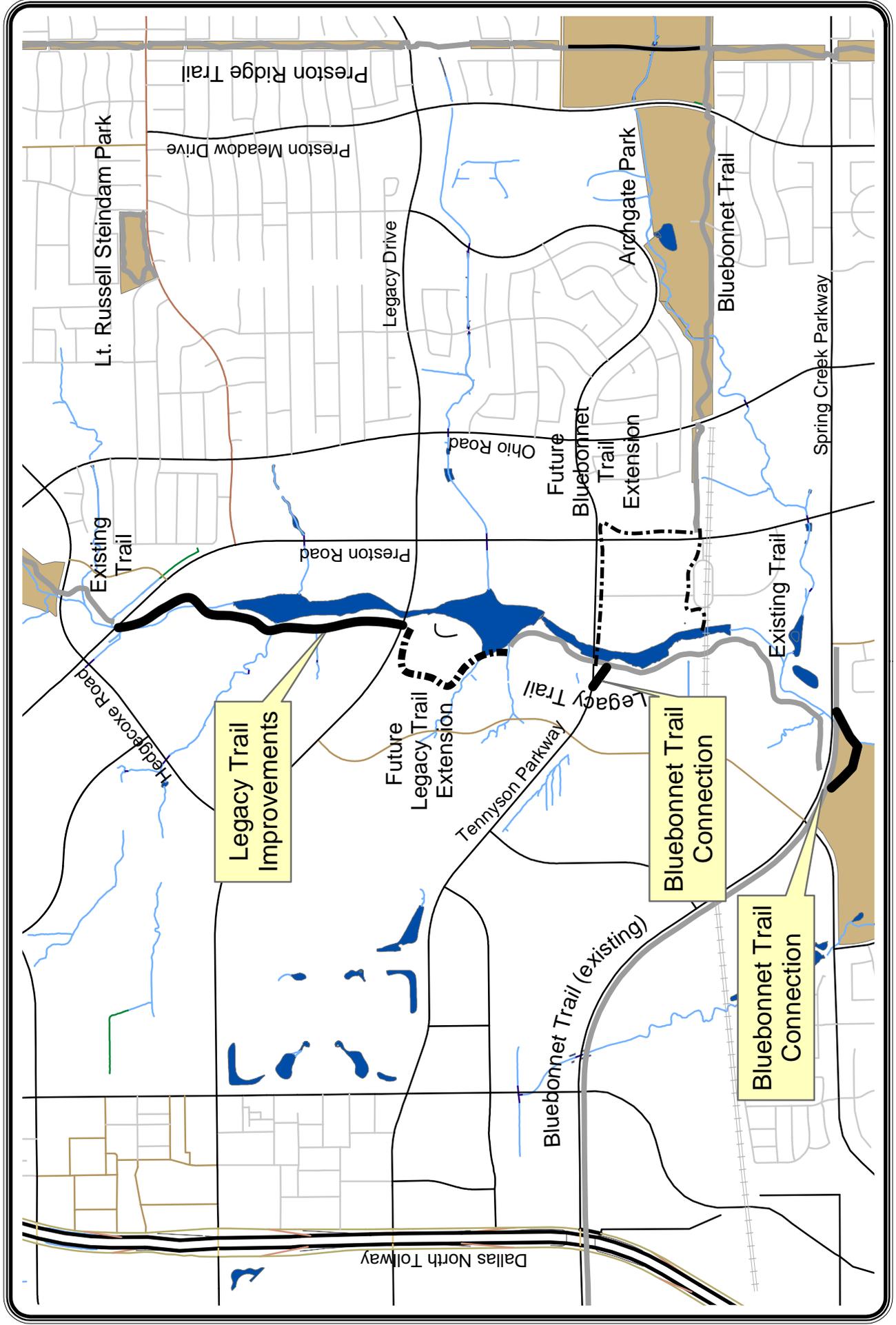
The secondary vendor being recommended is JDC Construction Co. in the amount of \$789,500.

List of Supporting Documents:

Location Map

Bid Recap

Other Departments, Boards, Commissions or Agencies



Legacy Trail & Bluebonnet Trail Improvements

CITY OF PLANO

Bid No. 2012-41-B
LEGACY TRAIL & BLUEBONNET TRAIL IMPROVEMENTS
SPRING CREEK PARKWAY TO PRESTON RD
PROJECT NOS. 5880 & 6116
Bid Recap

Bid opening Date/Time: December 2, 2011 at 2:00 PM

Number of Vendors Notified: 1019

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 16

Vendors	Alt No. 1 Total Bid
COLE CONSTRUCTION, INC	\$ 738,900
JDC CONSTRUCTION CO	\$ 789,500
ROESCH CO	\$ 868,874
JDK ASSOCIATES, INC	\$ 879,826
RATLIFF HARDSCAPE	\$ 940,373
SFCC, INC	\$ 924,500
2L CONSTRUCTION	\$ 967,230
JESKE CONSTRUCTION CO	\$1,025,310
C. GREEN SCAPING, LP	\$1,008,894
IRRICON CONSTRUCTION	\$1,074,414
ARK CONTRACTING SERVICES	\$1,151,000
DEAN ELECTRIC, INC	\$1,146,304
MCMAHON CONTRACTING, LP	\$1,098,700
CPS CIVIL	\$1,195,000
AXIS CONTRACTING, INC	\$1,302,105
EHC, LLC	\$1,287,500

Recommended Vendor(s):

COLE CONSTRUCTION, INC \$ 738,900.00

Nicole Griffin

December 6, 2011

Nicole Griffin, Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		1/9/12		
Department:		Purchasing/Fleet		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Earl Whitaker x7074				
CAPTION				
To approve the purchase of one (1) Alamo Interstater Mower for Fleet Services to be utilized by Ground Maintenance in the amount of \$51,024 from Alamo Sales Corporation through an existing contract/agreement with HGAC, and authorizing the City Manager to execute all necessary documents. (HGAC Contract #GRO-10)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	95,000	0	95,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-51,024	0	-51,024
BALANCE	0	43,976	0	43,976
FUND(S): EQUIPMENT REPLACEMENT FUND				
<p>COMMENTS: Funds are included in the FY 2011-12 Adopted Budget to purchase one (1) Alamo Interstater Mower for the scheduled replacement of unit #01172 Cost Center #648/Ground Maintenance District #2. Remaining balance will be used for other equipment purchases.</p> <p>STRATEGIC PLAN GOAL: Providing a Alamo Interstator Mower for the City's Ground Maintenance District relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the purchase of one (1) Alamo Interstater Mower for Fleet Services to be utilized by Ground Maintenance in the amount of \$51,024 from Alamo Sales Corporation through an existing contract/agreement with HGAC. The City is authorized to purchase from 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. (HGAC Contract #GRO-10 / City of Plano Internal Contract No. 2012-48-O)</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Award Memo		N/A		



Date: December 15, 2011
To: Earl Whitaker, Senior Buyer
From: Reid Choate, Fleet Manager
Subject: **Interstater Mower Purchase Recommendation**

It is the recommendation of Fleet Services to purchase one (1), Alamo Interstater Mower in the amount of \$51,024 from Alamo Sales Corp. through HGAC contract #GRO-10.

Mower contracts were shopped through HGAC and Buy Board, with evaluations conducted between two manufacturers, Alamo and Tiger. HGAC offered specified product from both manufacturers as opposed to Buy Board offering specified product from one vendor. In view of these facts, HGAC was chosen as the contract to utilize for this purchase. After evaluating the products and pricing, Alamo offered a more competitive price of \$51,024 in comparison to Tiger's price of \$51,768.

This mower is for the scheduled replacement of unit 01172 in Cost Center 648/Ground Maintenance Dist #2 in the approved FY11-12 Equipment Replacement Fund. Due to the age and maintenance cost, Fleet Services recommends this unit be replaced. If this unit is not replaced it would limit the Department in their capacity for maintaining large Park areas within the City.

Feel free to contact me if you have any questions at extension 4182.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		1/9/12		
Department:		Purchasing/Fleet		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Earl Whitaker x7074				
CAPTION				
To approve the purchase of one (1) Kenworth Concrete Truck for Fleet Services to be utilized by Municipal Drainage in the amount of \$135,404 from MHC Kenworth through an existing contract/agreement with TASB/Buyboard, and authorizing the City Manager to execute all necessary documents. (TASB/Buyboard Contract #358-10.)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	125,000	0	125,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-135,404	0	-135,404
BALANCE	0	-10,404	0	-10,404
FUND(S): EQUIPMENT REPLACEMENT FUND				
<p>COMMENTS: Funds are included in the FY 2011-12 Adopted Budget to purchase one (1) Kenworth Concrete Truck for the scheduled replacement of unit #00806 Cost Center #471/Municipal Drainage. The additional funds of (\$10,404) needed for the purchase of a Kenworth Concrete Truck will be funded through savings in the Equipment Replacement Fund.</p> <p>STRATEGIC PLAN GOAL: Providing a Kenworth Concrete Truck for the City's Municipal Drainage Department relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the purchase of one (1) Kenworth Concrete Truck for Fleet Services to be utilized by Municipal Drainage in the amount of \$135,404 from MHC Kenworth through an existing contract/agreement with Buyboard. The City is authorized to purchase from 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. (Buyboard Contract #358-10 / City of Plano Internal Contract No. 2012-14-O)</p>				
List of Supporting Documents: Award Memo			Other Departments, Boards, Commissions or Agencies N/A	



Date: December 20, 2011
To: Earl Whitaker, Senior Buyer
From: Reid Choate, Fleet Manager
Subject: **Concrete Truck Purchase Recommendation**

It is the recommendation of Fleet Services to purchase one (1), Kenworth Concrete Truck in the amount of \$135,404.25 from MHC Kenworth through TASB/Buy Board contract #358-10.

Truck contracts were shopped through HGAC and Buy Board, with evaluations conducted between two manufacturers, Kenworth and Peterbilt. After evaluating the products and pricing from both HGAC and Buy Board, MHC Kenworth offered a more competitive price of \$135,404.25 through Buy Board in comparison to the Peterbilt truck price of \$151,725.00.

This truck is for the scheduled replacement of unit 00806 in Cost Center 471/Municipal Drainage in the approved FY11-12 Equipment Replacement Fund. Due to the age and maintenance cost, Fleet Services recommends this unit be replaced. If this unit is not replaced it would limit the Department in their capacity for maintaining the City's streets and alley infrastructure.

Feel free to contact me if you have any questions at extension 4182.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		1/9/2012		
Department:		Customer and Utility Services		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): Andrea Showkeir 972-941-5113				
CAPTION				
To approve a Professional Service Agreement by and between the City of Plano and Lobbylt.com, LLC, for consulting and legislative services, and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		0	240,100	35,940
Encumbered/Expended Amount		0	-23,035	0
This Item		0	-26,955	-35,940
BALANCE		0	190,110	0
FUND(S): GENERAL				
<p>COMMENTS: Funding for this item is included in the approved FY 2011-12 Budget. Remaining balance will be used for other Contracts-Professional Services expenses. Should the City of Plano choose to continue Lobbylt.com services in future fiscal years, the total annual amount will be \$35,940. These expenditures will be made within future approved budget appropriations.</p> <p>STRATEGIC PLAN GOAL: Entering into a Professional Services Agreement with Lobbylt.com for consulting and legislative services relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Consulting and legislative services with Lobbylt.com. First year of services is \$26,955. Each subsequent year is \$35,940.				
List of Supporting Documents: Agreement			Other Departments, Boards, Commissions or Agencies	

November 18, 2011

Mr. Bruce Glasscock
City Manager
City of Plano
1520 Avenue K, Suite 300
Plano, TX 75086-0358

Dear City Manager Glasscock,

Following up on our discussions yesterday, I hereby propose this engagement letter and general agreement ("Agreement") between the City of Plano ("PLANO") and LobbyIt.com ("LIC") for consulting and legislative services ("Services") as further defined in the following paragraphs.

1. Services

LIC shall provide the following TIER 3 Services to PLANO:

- Initial consultation to understand your needs and issues
- Registering and maintaining status as your federal representative
- Quarterly meetings with federal stakeholders
- Formulation of your issue paper used in our meetings
- Receipt of Congressional Climate™ daily emails
- Legislative Issue Alerts (as appropriate)
- Personally tailored, monthly report
- Detailed Congressional bill tracking and analysis, email updates and action recommendations
- Detailed Congressional regulation tracking, analysis, and e-mail updates
- Pertinent committee hearing attendance and e-mail updates
- Thorough evaluation of the legislative or regulatory changes you seek
- Formulation of a comprehensive plan of attack
- Strategy sessions to assess and refine efforts
- Preparation of all required correspondence
- Drafting of any specific legislative or regulatory language
- Meetings with federal stakeholders (as necessary)

In addition to the above listed services, LIC shall work towards establishing and maintaining relationships with Members of Congress, the Administration and appropriate federal agencies in order to create a groundswell of support for PLANO's legislative and regulatory goals, and work to leverage these relationships to assist PLANO in achieving its specific goal of securing additional federal funding;

2. Commercial Terms

The fee, to be paid by PLANO to LIC for the above-described Washington, DC, metro area, consultation and legislative Services, is at the price of \$2,995.00, per month. The fee will be paid to LIC within thirty (30) days of invoice receipt by PLANO following the execution of this agreement.

3. Agreement Term

The Services that shall be provided to PLANO for the initial term of this agreement are for ninety (90) days from the date of execution. This Agreement will begin to automatically renew for additional ninety (90) day terms, unless PLANO provides written notice to LIC of its intent to terminate the Agreement pursuant to section 9 herein.

4. Professional Standards

LIC agrees to perform the Services and warrants that each of its employees, agents or contractors of LIC assigned to provide Services under this Agreement to PLANO shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that LIC shall cause the Services to be performed in accordance with generally accepted industry practices. LIC agrees to comply with all laws, registrations or any other requirements of any governing body overseeing such Services as performed in this Agreement.

5. Independent Contractor

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

6. Non-Compete

For the term of this Agreement the LIC shall not represent any entity that would be in direct competition with PLANO, nor shall the LIC represent any entity that would have an interest in conflict with the best interest of PLANO without the approval of PLANO, which shall not be unreasonably withheld. The LIC shall immediately disclose potential conflicts of interest.

7. Ownership of Products

Any and all products, reports, etc. developed by the LIC in whole or in part which are utilized, or accepted by PLANO because of the relationship between the LIC and PLANO, and any and all intellectual, property rights, including copyrights in the products, reports, etc., shall become the exclusive property of PLANO. However, LIC reserves the right to use such products, reports, etc., as long as LIC does not disclose Confidential Information, as defined below.

8. Confidential Information

LIC shall not disclose any information determined to be "confidential" by PLANO. "Confidential Information" means any information, whether or not owned by or developed by PLANO, which is not generally known and which LIC may obtain through direct or indirect contact with PLANO.

9. Termination

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

10. Indemnification

LIC AGREES TO DEFEND, INDEMNIFY AND HOLD PLANO 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 LIC'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF LIC, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH LIC IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF PLANO, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. PLANO 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.

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

11. Affidavit of No Prohibited Interest

LIC acknowledges and represents it is aware of the laws, City Charter, and City Code of Conduct regarding prohibited interest and that the existence of a prohibited interest at any time will render the Agreement voidable. At the time of executing this Agreement, LIC will execute the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "A"**

12. Entire Agreement

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

13. Venue

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

14. Assignment and Subletting

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

15. Governmental Immunity

It is expressly understood and agreed that, in the execution of this Agreement, City does not waive, nor shall it be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

16. Severability

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

The parties agree to the terms and conditions outlined herein and such agreement is evidenced by their signature below.

CITY OF PLANO, TEXAS

Date: _____

By: _____

**Bruce D. Glasscock
CITY MANAGER**

LOBBYIT.COM, LLC ,

Date: _____

By: _____

APPROVED AS TO FORM:

**Diane C. Wetherbee
CITY ATTORNEY**

ACKNOWLEDGEMENTS

STATE OF)
)
COUNTY OF)

This instrument was acknowledged before me on the ____ day of _____, 2012, by _____ on behalf of **LOBBYIT.COM, LLC,**

Notary Public, State of _____

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2012, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of such corporation.

Notary Public, State of Texas

EXHIBIT "A"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am not an officer or employed by the City of Plano or an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

LOBBYIT.COM, LLC

By: _____

Signature

Date

STATE OF _____ §

§

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2012.

Notary Public, State of _____



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		January 9, 2012		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): Doris Carter, ext. 5350				
CAPTION				
Consideration of a Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Modification to the contract by and between The Samaritan Inn and the City of Plano for Homelessness Prevention Program services in Plano and reallocating unused funds available for this program; authorizing its execution by the City Manager or his designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		0	67,271	0
Encumbered/Expended Amount		0	-43,755	0
This Item		0	-23,516	0
BALANCE		0	0	0
FUND(S): GRANT-CDBG				
COMMENTS: This item, in the amount of \$23,516 will allow additional unutilized funds for public services from the Community Development Block Grant. The \$23,516 in funds are grant carry overs from the 2010-11 budget of unexpended public service funds from two agencies.				
STRATEGIC PLAN GOAL: Reassigning unused funds for public services relates to the City's goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
This item will modify the City's Homelessness Prevention Program contract with the Samaritan Inn and provide additional funds for public service from the Community Development Block grant. These funds were not expended by other public service agencies during the 2010-11 grant year.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				
Resolution				
First Modification of Contract				

M E M O R A N D U M

DATE: December 22, 2011

TO: Bruce D. Glasscock, City Manager
Frank Turner, Deputy City Manager

FROM: Christina Day, Community Services Manager

RE: Homelessness Prevention Program – Samaritan Inn Contract Modification

During the 2010 grant year, two public service agencies left portions of their Community Development Block Grant award unexpended, totaling more than \$23,000. These funds are available to be reallocated to another CDBG program.

In a typical grant year, public service funds are either fully expended by outside agencies or small amounts remain which are easily reprogrammed into the City's homebuyer assistance or housing rehabilitation functions. The City's practice has been to reallocate limited amounts of unexpended funds from outside contracts to other City programs through an administrative process. Administrative reprogramming is allowed for funds that do not qualify as a substantial amendment (less than 25% of the grant) per the Consolidated Plan.

Reallocation of these 2010 funds does not qualify as a substantial amendment, so they can be reprogrammed to an activity without a public hearing process. However, we are bringing this amount to the Council for the following reasons:

1. Demonstrate a Purpose for Reallocation: The City administers one public service activity, the Homelessness Prevention Program, that has consistently expended funds quickly, but not met the high demand for this service. In 2010, the Homelessness Prevention program served 22 households, fully expending the \$38,185 grant amount, within the first two quarters. Plano's poverty level has doubled over the past decade with at least 20,000 people living in poverty as of 2010. The need within the community is compounded by the current economic conditions.
2. Contract Modification: The City subcontracts Homelessness Prevention direct services to The Samaritan Inn, since they have an extensive program with qualified social workers who can effectively serve clients. In order to modify their current contract to add these funds, the City Council must approve the amendment.

Staff recommends reallocating unexpended 2010-11 Community Development Block Grant funds totaling \$23,516 to the Homelessness Prevention program to The Samaritan Inn, consistent with the attached contract modification document. The Samaritan Inn has been compliant in their reporting and has fully expended allocated funds during prior grant years. It is anticipated the program will utilize all available funds prior to the end of this grant year, even with the significant increase.

Staff has consulted with the agency and they are amenable to this modification which would allow them to assist more Plano residents through the Homelessness Prevention program in 2012.

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Modification to the contract by and between The Samaritan Inn and the City of Plano for Homelessness Prevention Program services in Plano and reallocating unused funds available for this program; authorizing its execution by the City Manager or his designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed First Modification to the contract by and between The Samaritan Inn and the City of Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "First Modification");

WHEREAS, the City Council previously authorized the City Manager to execute a funding agreement with The Samaritan Inn for the expenditure of U.S. Department of Housing and Urban Development Homelessness Prevention Program funds on October 1, 2011; and

WHEREAS, the City has found The Samaritan Inn compliant with the reporting rules and guidelines established in the funding agreement; and

WHEREAS, the City has determined that The Samaritan Inn is administering their Homelessness Prevention Program in the intent that HUD set forth for the program and is both willing and able to continue their program should more funding be available; and

WHEREAS the City has determined that it is in the best interest of the citizens of Plano that the Homelessness Prevention Program funding agreement with The Samaritan Inn be modified to reallocate the unused funds available for the program to allow more clients to be served; and

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

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

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

SECTION II. - The City Manager, or his designee, is hereby authorized to execute the First Modification and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in Exhibit "A" attached hereto.

SECTION III. This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED THIS 9TH DAY OF JANUARY, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS § **First Modification of Contract**
 § **By and Between City of Plano and**
 § **The Samaritan Inn**
 §
 §
 COUNTY OF COLLIN §

THIS FIRST MODIFICATION OF Contract (hereinafter "**First Modification**") is made and entered into on this the ____ day of _____, 2012, by and between **THE SAMARITAN INN**, a non-profit corporation (hereinafter "Contractor") and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City and Contractor entered into an Agreement on October 1, 2011 (hereinafter "Agreement") for Homelessness Prevention Program services (hereinafter "Services"); and

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

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

I.

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

C. Levels of Accomplishment

<u>Activity</u>	<u>Total Households/Year</u>
Rent and/or Utility Assistance	24
Case Management	24

II.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, **Section IV Payment** is hereby modified to read in its entirety as follows:

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed **\$67,271**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in **Exhibit A** herein and in accordance with performance. With the submission of original bills with proper documentation for the services described in Section I.B, Activities, the Subrecipient will be reimbursed within 30 days after the Subrecipient has submitted all proper documentation to the City.

ALL REQUESTS FOR FINAL REIMBURSEMENT MUST BE SUBMITTED TO THE CITY WITHIN THREE (3) DAYS AFTER THE LAST DATE OF THE CONTRACT. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-110.

III.

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

2011 BUDGET: HOMELESSNESS PREVENTION PROGRAM

EXPENSES	AMOUNT
Salary and benefits for case manager and accounting assistant per Exhibit B	\$ 4,271
Rent, Mortgage, and/or Utility Assistance for clients	\$ 63,000
TOTAL	\$ 67,271

IN WITNESS WHEREOF, the parties enter into this First Modification on the date first written above.

THE SAMARITAN INN

By: _____
Jim Malatich
DIRECTOR OF OPERATIONS

CITY OF PLANO, TEXAS

By: _____
Christina Day
COMMUNITY SERVICES 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 _____, 2012 by Jim Malatich, Director of Operations of **THE SAMARITAN INN**, a non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2012 by Christina Day, Community Services Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

DATE: December 6, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of December 5, 2011

**AGENDA ITEM NO. 7 - PUBLIC HEARING
ZONING CASE 2011-33
APPLICANT: KEN OGENDIPE**

Request for Specific Use Permit for Trade/Commercial School on 0.1± acre located on the north side of Teakwood Lane, 290± feet west of Custer Road. Zoned General Office.

APPROVED: 6-0 **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: January 9, 2012 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dc

xc: Ken Ogendipe, SIRA Career Training
Stacy Su, McNeff Companies, Inc.
Richard Matkin, PISD
Cliff Borman, Assistant Building Official

CITY OF PLANO
PLANNING & ZONING COMMISSION

December 5, 2011

Agenda Item No. 7

Public Hearing: Zoning Case 2011-33

Applicant: Ken Ogendipe

DESCRIPTION:

Request for Specific Use Permit for Trade/Commercial School on 0.1± acre located on the north side of Teakwood Lane, 290± feet west of Custer Road. Zoned General Office.

REMARKS:

The requested zoning is for a Specific Use Permit (SUP) for Trade/Commercial School. An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established. Trade/Commercial Schools are establishments, other than public or parochial schools, private primary or secondary schools, or colleges, offering training or instruction in a trade, art, or occupations. The applicant is proposing to operate a nursing school in an existing 2,000± square foot lease space, within an existing multi-tenant office building. Adjacent to this site is one other multi-tenant office building to the east, a daycare to the west, and a retail development to the north.

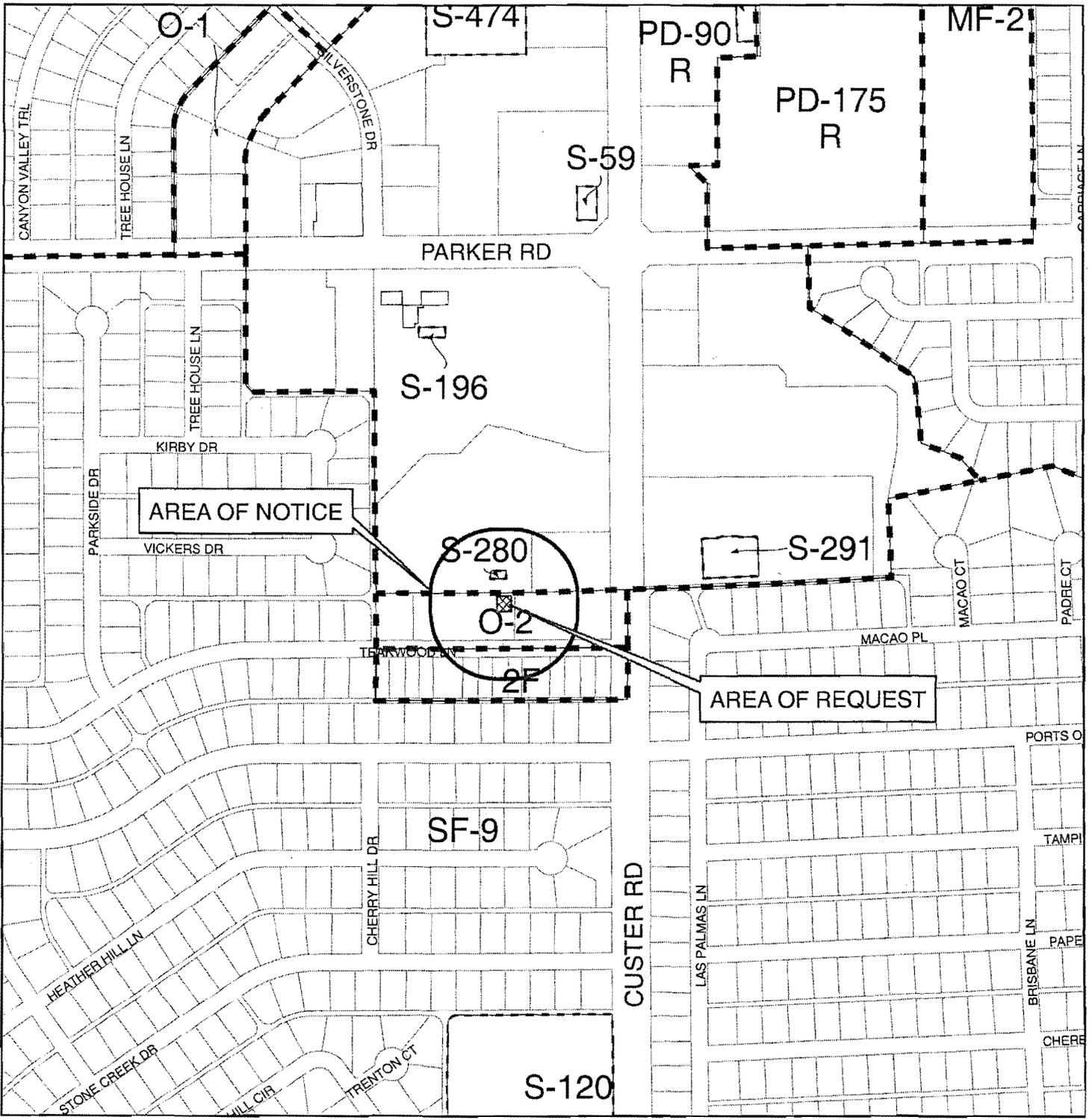
The current zoning is General Office (O-2). The O-2 district is intended to allow for a variety of low-, mid-, and high-rise office developments providing for professional, financial, medical, and similar services to local residents; corporate offices for regional and national operations; and major centers of employment for Plano and surrounding communities.

The areas to the north and east are zoned Retail (R) and O-2 and are developed as commercial uses. To the south and west of the site are existing residential developments zoned Two Family (2F) and Single-Family Residence-9 (SF-9). A masonry screening wall and existing daycare building separates the commercial building from the residences to the west, and Teakwood Lane separates the site from residences to the south.

On June 13, 2011, the City Council approved a SUP for Trade/Commercial School within an existing lease space located in the shopping center to the north of the subject property. The request was for a beauty school. The requested trade/commercial school SUP for the nursing school is complementary to the adjacent land uses, and the site has adequate parking to accommodate the requested use. Staff believes the trade/commercial school use is appropriate in this location.

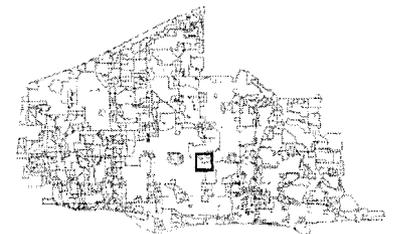
RECOMMENDATION:

Recommended for approval as submitted.

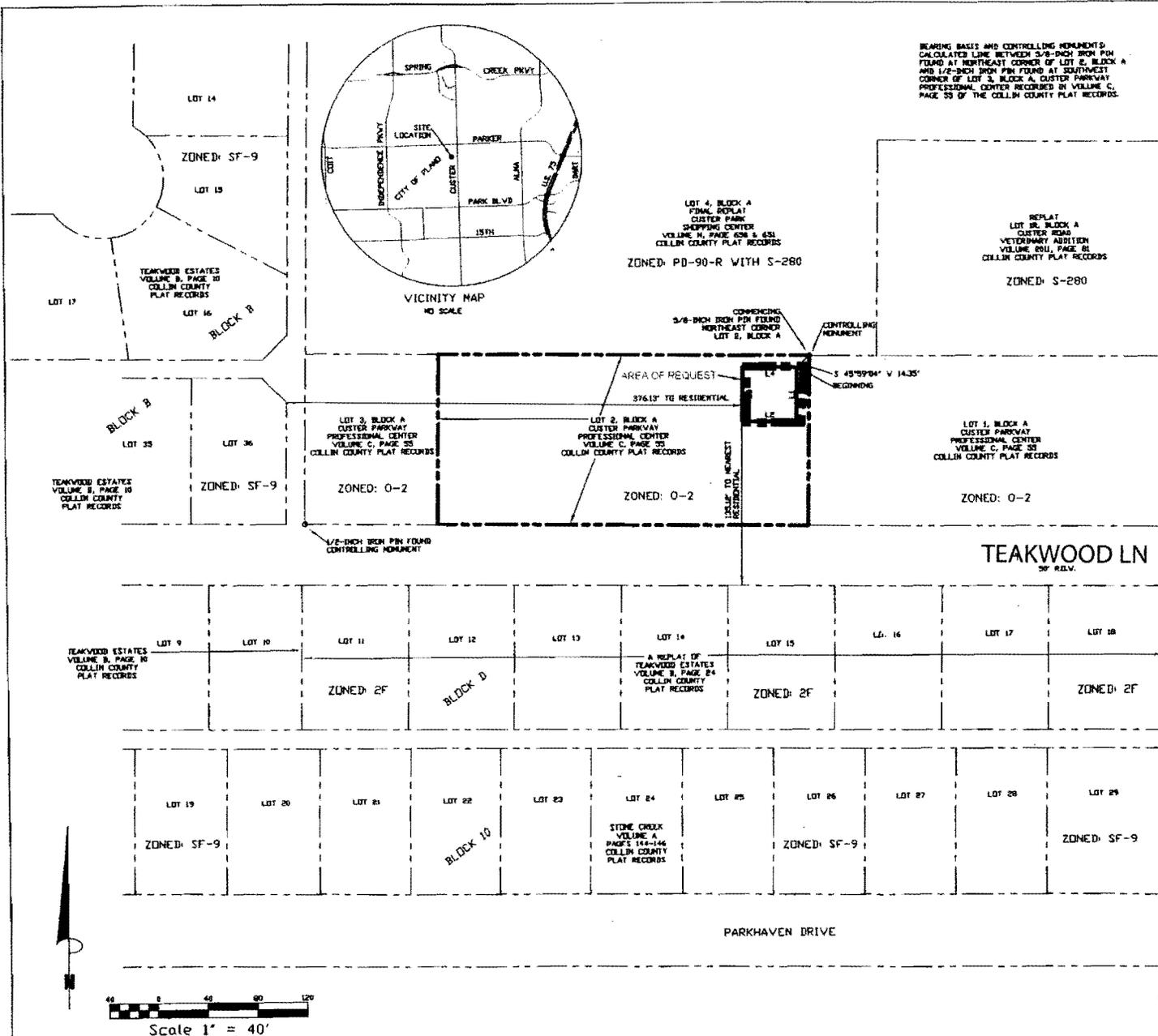


Zoning Case #: 2011-33

Existing Zoning: GENERAL OFFICE



○ 200' Notification Buffer



NUMBER	DIRECTION	DISTANCE
L1	S 80°43'05" W	44.73'
L2	N 89°21'30" E	44.66'
L3	N 00°50'05" E	44.73'
L4	S 89°21'30" E	44.53'

PURPOSE

Request for Specific Use Permit

SURVEYOR

BRUCE GEER
 REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4117
 1514 N. McDONALD STREET
 MOCKNEY, TEXAS 75071
 972-542-3909
 972-542-3751 FAX

LANDLORD/OWNER

OWNER: STACY G. SU
 83 TRICKET
 RIVE, CALIFORNIA 92814-7052
 AGENT: PAT McNEFF
 1727 ANALDO DRIVE
 HOUSTON, TEXAS 77059
 PHONE: 972-437-4777

APPLICANT INFO.

KEN COCHRANE
 3104 WERNHARDT DRIVE
 MOCKNEY, TEXAS 75070
 972-542-6006

LEGAL DESCRIPTION

LOT 2, BLOCK A, CUSTER PARKWAY PROFESSIONAL CENTER VOLUME C, PAGE 33 COLLIN COUNTY PLAT RECORDS

THE APPLICANT HAS BEEN ADVISED THAT THE CITY OF MOCKNEY, TEXAS, HAS A ZONING ORDINANCE WHICH PROVIDES THAT THE CITY ENGINEER SHALL REVIEW AND APPROVE ALL PLANS AND SPECIFICATIONS FOR THE PROPOSED DEVELOPMENT. THE APPLICANT IS ADVISED THAT THE CITY ENGINEER'S REVIEW IS LIMITED TO TECHNICAL ASPECTS OF THE PLANS AND DOES NOT CONSTITUTE AN ENDORSEMENT OR GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE APPLICANT IS ADVISED THAT THE CITY ENGINEER'S REVIEW IS LIMITED TO TECHNICAL ASPECTS OF THE PLANS AND DOES NOT CONSTITUTE AN ENDORSEMENT OR GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

ZONING

Request for Specific Use Permit

APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS CONSENT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAN, OR PLANS, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INTENTION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLANS OR PLANS RELATIVE TO DEVELOPMENT OF THE PROPERTY SHALL BE CONSIDERED AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

EXHIBIT

SPECIFIC USE PERMIT
 ZONING CASE 2011-33

CUSTER PARKWAY PROFESSIONAL CENTER

LOT 2, BLOCK A
 0.9835 ACRE
 MARY KATHERINE & RALLY OWENS SURVEY
 ABSTRACT NO. 872
 CITY OF PLANO
 COLLIN COUNTY, TEXAS

ADDRESS OF SITE: 2115 TEAKWOOD LANE, PLANO, TEXAS 75075

DATE: 11-6-2011

SHEET 1 OF 1

BRUCE GEER
 REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4117
 1514 N. McDONALD STREET
 MOCKNEY, TEXAS 75071
 972-542-3909
 972-542-3751 FAX

Zoning Case 2011- 33

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 617 so as to allow the additional use of Trade/Commercial School on 0.1± acre of land out of the Mary Katherine and Sally Owens Survey, Abstract No. 672, located on the north side of Teakwood Lane, 290± feet west of Custer Road, in the City of Plano, Collin County, Texas, presently zoned General Office; 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 9th day of January, 2012, for the purpose of considering granting Specific Use Permit No. 617 for the additional use of Trade/Commercial School on 0.1± acre of land out of the Mary Katherine and Sally Owens Survey, Abstract No. 672, located on the north side of Teakwood Lane, 290± feet west of Custer Road, in the City of Plano, Collin County, Texas, presently zoned General Office; 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 9th day of January, 2012; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 617 for the additional use of Trade/Commercial School on 0.1± acre of land out of the Mary Katherine and Sally Owens Survey, Abstract No. 672, located on the north side of Teakwood Lane, 290± feet west of Custer Road in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 617 for the additional use of Trade/Commercial School on 0.1± acre of land out of the Mary Katherine and Sally Owens Survey, Abstract No. 672, located on the north side of Teakwood Lane, 290± feet west of Custer Road, in the City of Plano, Collin County, Texas, presently zoned General Office, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

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

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

Section V. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

PASSED AND APPROVED THIS THE 9TH DAY OF JANUARY, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2011-33

BEING a 0.1± acre or 1,993 square foot portion of a tract of land situated in the Mary Katherine and Sally Owens Survey, Abstract No. 672, being a part of Lot 2, Block A, Replat of Custer Parkway Professional Center, an Addition in the City of Plano, Texas, according to the Plat thereof recorded in Cabinet C, Page 55, Map Records, Collin County, Texas, and being a part of that certain tract of land conveyed to Teakwood 95, Inc. by Deed recorded under County Clerk's File No. 95-0003234, Land Records, Collin County, Texas. Said 0.1± acre portion thereof being more fully described as follows:

COMMENCING at a 5.8-inch iron pin found at the northeast corner of said Lot 2, Block A;

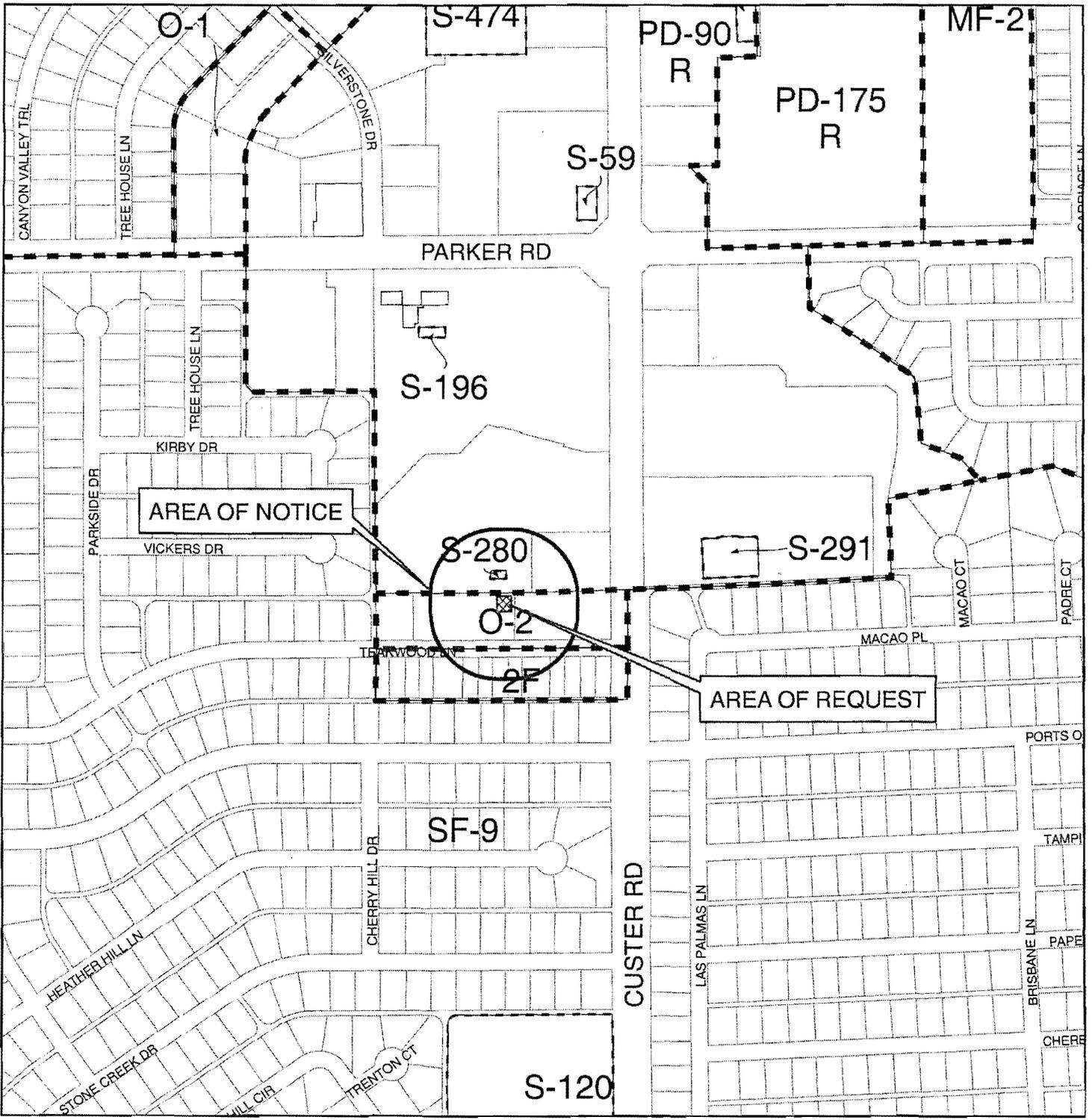
THENCE South, 45° 59' 04" West, 14.35 feet to the PLACE OF BEGINNING;

THENCE South, 00° 43' 09" West, 44.73 feet to a point;

THENCE North, 89° 21' 38" West, 44.62 feet to a point;

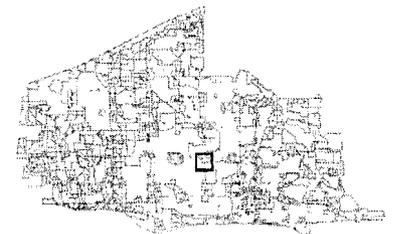
THENCE North, 00° 50' 05" East, 44.73 feet to a point;

THENCE South, 89° 21' 38" East, 44.53 feet to the PLACE OF BEGINNING and CONTAINING 1,993 square feet.



Zoning Case #: 2011-33

Existing Zoning: GENERAL OFFICE



○ 200' Notification Buffer

DATE: December 20, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of December 19, 2011

**AGENDA ITEM NO. 8 - PUBLIC HEARING
ZONING CASE 2011-38
APPLICANT: CITY OF PLANO**

Request to amend Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance pertaining to municipal marketing signs.

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

STIPULATIONS:

Recommended for approval as follows: (Additions shown as underlined text and deletions as strike through text)

Amend Subsection 3.1602 (Definitions) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) to include the following definition:

Sign - Municipal Marketing - A sign located on city property that is permitted pursuant to a Marketing Partnership Agreement between the City of Plano and a sponsor, donor, or partner pursuant to the City of Plano Marketing Partnership Policy, Section 140.000 of the City of Plano Policies and Procedures as the same may be amended from time to time. Municipal marketing signs shall comply with Subsection 3.1603 (Design and Construction Specifications).

Amend (8) (Light Pole Banners) of Subsection 3.1603 (Design and Construction Specifications) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) such portion of subsection to read as follows:

3.1603 Design and Construction Specifications

8. Light Pole Banners

- a. Two banner maximum per light pole standard.
- b. Banners on light pole standards shall be securely attached at both ends, perpendicular or parallel to light pole standards.

- c. Each banner shall be limited to 15.5 square feet.
- d. Banners are allowed to be attached on up to 50% of the existing light pole standards within a property.
- e. Banners on light pole standards shall be limited to noncommercial messages, except for municipal marketing signs.
- f. Light pole banners shall be allowed within parking lots in both residential and nonresidential zoning districts.

Amend (3) (Prohibited Signs) of Subsection 3.1604 (General) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) such portion of subsection to read as follows:

3.1604 General

3. Prohibited Signs

Except as otherwise expressly allowed by this ordinance or as otherwise expressly allowed by Article XII, Chapter 6, of the City of Plano Code of Ordinances, the following signs and conditions are prohibited:

- a. Signs displaying materials determined to be obscene by a court of law or prohibited by law, subject to the appeal and judicial review proceedings provided for in Subsection 3.1601.9.f.
- b. Signs placed in any location which by reason of their location will obstruct the view of any authorized traffic sign, signal, or other traffic control device by vehicular or pedestrian traffic. No sign shall be erected which by reason of shape, color, size, design, or position, would be reasonably likely to create confusion with, to be confused as, or to interfere with any traffic signal or device which is authorized by the appropriate state or local governmental authorities. Further, no sign shall be placed in a location that will obstruct vision of a vehicle operator while entering, exiting, or traveling upon the public right-of-way.
- c. Signs placed so as to prevent or inhibit free ingress to or egress from any door, window, or any exit way required by the Building Code of the City of Plano or by Fire Department regulations.
- d. A-frame and sandwich board signs.
- e. Signs that are animated by any means not providing constant illumination, except time and temperature units. Signs which rotate or emit audible sound or visible matter. No sign shall be illuminated to such intensity or in such a manner so as

to cause a glare or brightness to a degree that it constitutes a hazard or nuisance to vehicular traffic, pedestrians, or adjacent properties.

- f. Signs located on public property including, but not limited to, signs attached to any public utility pole or structure, street light, tree, fence, fire hydrant, bridge, curb, sidewalk, park bench, or other location on public property-, unless the same is a sign for a city sponsored event or message or a municipal marketing sign.
- g. Roof signs.
- h. Amenity signs.
- i. Billboard signs.
- j. Signs attached to a standpipe or fire escape.
- k. Signs erected on or over public property or in the right-of-way of any thoroughfare within the city of Plano, unless the same is erected by the city or with the permission of the city for public purposes. (Exception: Signs located in the Downtown Business/Government district may be erected over the public sidewalk provided the sign projects no more than the width of the sidewalk minus one foot and provided the clearance between the bottom of the sign and the sidewalk below is a minimum of seven feet.)
- l. No person shall attach any sign, paper, or other material, or paint, stencil, or write any name, number (except house numbers), or otherwise mark on any sidewalk, curb, gutter, street, utility pole, public building, or structure, except as otherwise allowed by this ordinance.
- m. No person shall place on or suspend from any building, light fixture, pole structure, sidewalk, parkway, driveway, or parking area any goods, wares, merchandise, or other advertising object or structure for the purpose of advertising such items other than a sign, as defined, regulated, and prescribed by this ordinance, except as otherwise allowed by this ordinance.
- n. It shall be unlawful for any person to place or cause to be placed any private temporary directional sign(s) within the city of Plano on any public right-of-way of any major or minor thoroughfare (street designated as Type A, B, C, D, E, or F in the City of Plano Thoroughfare Plan). The Building Official may impound all signs in violation of this section.
- o. Searchlights.
- p. Offsite/Premise signs (except as allowed in Subsection ~~3.1603.5.i.~~ 3.1603.2.k. and for municipal marketing signs).

FOR CITY COUNCIL MEETING OF: January 9, 2012 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TMF/dw

CITY OF PLANO
PLANNING & ZONING COMMISSION

December 19, 2011

Agenda Item No. 8

Public Hearing: Zoning Case 2011-38

Applicant: City of Plano

DESCRIPTION:

Request to amend Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance pertaining to municipal marketing signs.

REMARKS:

Municipal governments across the country are using marketing approaches to help meet economic challenges and budget pressures while addressing mandates and satisfying citizen needs in the face of declining revenues. The City Council has identified a program that allows the city to work with its assets, with the objective of obtaining incremental revenue through sponsorship and partnership programs. During January 2011, the Council directed staff to proceed with this program, Plano Partners.

ISSUES:

Businesses who partner with the city have the potential opportunity to have their business name and/or logo located on city-owned properties. However, to allow for the business signage on city-owned property, the Zoning Ordinance regulations must be amended to accommodate for off-premise signage. Currently, Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the Zoning Ordinance prohibits off-premise signs, except for contiguous properties located within a nonresidential zoning district that have executed a unified lot agreement as allowed for in the Zoning Ordinance.

The proposed amendments to the sign regulations allow for the city to advertise businesses who have executed a partnership agreement with the city on city properties. A new sign definition is proposed for a municipal marketing sign, as well as amendments that allow for the off-premise signage. Additionally, the city is interested in allowing for municipal marketing signs on light pole banners on city properties; however, light pole banners are limited to noncommercial speech. Therefore, the light pole banner regulations should be amended to accommodate for commercial speech signs

affiliated with the municipal marketing signage. Lastly, staff has identified a cross-reference provision to the unified lot signs regulations that needs to be corrected.

RECOMMENDATION:

Recommended for approval as follows: (Additions shown as underlined text and deletions as strike through text)

Amend Subsection 3.1602 (Definitions) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) to include the following definition:

Sign - Municipal Marketing - A sign located on city property that is permitted pursuant to a Marketing Partnership Agreement between the City of Plano and a sponsor, donor, or partner pursuant to the City of Plano Marketing Partnership Policy, Section 140.000 of the City of Plano Policies and Procedures as the same may be amended from time to time. Municipal marketing signs shall comply with Subsection 3.1603 (Design and Construction Specifications).

Amend (8) (Light Pole Banners) of Subsection 3.1603 (Design and Construction Specifications) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) such portion of subsection to read as follows:

3.1603 Design and Construction Specifications

8. Light Pole Banners

- a. Two banner maximum per light pole standard.
- b. Banners on light pole standards shall be securely attached at both ends, perpendicular or parallel to light pole standards.
- c. Each banner shall be limited to 15.5 square feet.
- d. Banners are allowed to be attached on up to 50% of the existing light pole standards within a property.
- e. Banners on light pole standards shall be limited to noncommercial messages, except for municipal marketing signs.
- f. Light pole banners shall be allowed within parking lots in both residential and nonresidential zoning districts.

Amend (3) (Prohibited Signs) of Subsection 3.1604 (General) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) such portion of subsection to read as follows:

3.1604 General

3. Prohibited Signs

Except as otherwise expressly allowed by this ordinance or as otherwise expressly allowed by Article XII, Chapter 6, of the City of Plano Code of Ordinances, the following signs and conditions are prohibited:

- a. Signs displaying materials determined to be obscene by a court of law or prohibited by law, subject to the appeal and judicial review proceedings provided for in Subsection 3.1601.9.f.
- b. Signs placed in any location which by reason of their location will obstruct the view of any authorized traffic sign, signal, or other traffic control device by vehicular or pedestrian traffic. No sign shall be erected which by reason of shape, color, size, design, or position, would be reasonably likely to create confusion with, to be confused as, or to interfere with any traffic signal or device which is authorized by the appropriate state or local governmental authorities. Further, no sign shall be placed in a location that will obstruct vision of a vehicle operator while entering, exiting, or traveling upon the public right-of-way.
- c. Signs placed so as to prevent or inhibit free ingress to or egress from any door, window, or any exit way required by the Building Code of the City of Plano or by Fire Department regulations.
- d. A-frame and sandwich board signs.
- e. Signs that are animated by any means not providing constant illumination, except time and temperature units. Signs which rotate or emit audible sound or visible matter. No sign shall be illuminated to such intensity or in such a manner so as to cause a glare or brightness to a degree that it constitutes a hazard or nuisance to vehicular traffic, pedestrians, or adjacent properties.
- f. Signs located on public property including, but not limited to, signs attached to any public utility pole or structure, street light, tree, fence, fire hydrant, bridge, curb, sidewalk, park bench, or other location on public property; unless the same is a sign for a city sponsored event or message or a municipal marketing sign.
- g. Roof signs.
- h. Amenity signs.
- i. Billboard signs.
- j. Signs attached to a standpipe or fire escape.

- k. Signs erected on or over public property or in the right-of-way of any thoroughfare within the city of Plano, unless the same is erected by the city or with the permission of the city for public purposes. (Exception: Signs located in the Downtown Business/Government district may be erected over the public sidewalk provided the sign projects no more than the width of the sidewalk minus one foot and provided the clearance between the bottom of the sign and the sidewalk below is a minimum of seven feet.)
- l. No person shall attach any sign, paper, or other material, or paint, stencil, or write any name, number (except house numbers), or otherwise mark on any sidewalk, curb, gutter, street, utility pole, public building, or structure, except as otherwise allowed by this ordinance.
- m. No person shall place on or suspend from any building, light fixture, pole structure, sidewalk, parkway, driveway, or parking area any goods, wares, merchandise, or other advertising object or structure for the purpose of advertising such items other than a sign, as defined, regulated, and prescribed by this ordinance, except as otherwise allowed by this ordinance.
- n. It shall be unlawful for any person to place or cause to be placed any private temporary directional sign(s) within the city of Plano on any public right-of-way of any major or minor thoroughfare (street designated as Type A, B, C, D, E, or F in the City of Plano Thoroughfare Plan). The Building Official may impound all signs in violation of this section.
- o. Searchlights.
- p. Offsite/Premise signs (except as allowed in Subsection ~~3.1603.5.i.~~ 3.1603.2.k. and for municipal marketing signs).

Zoning Case 2011-38

An Ordinance of the City of Plano, Texas, amending Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, pertaining to municipal marketing signs; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 9th day of January, 2012, for the purpose of considering a change in the Zoning Ordinance; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 9th day of January, 2012; and

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

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

Section I. Subsection 3.1602 (Definitions) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, such section to include the following definition:

Sign - Municipal Marketing - A sign located on city property that is permitted pursuant to a Marketing Partnership Agreement between the City of Plano and a sponsor, donor, or partner pursuant to the City of Plano Marketing Partnership Policy, Section 140.000 of the City of Plano Policies and Procedures as the same may be amended from time to time. Municipal marketing signs shall comply with Subsection 3.1603 (Design and Construction Specifications).

Section II. (8) (Light Pole Banners) of Subsection 3.1603 (Design and Construction Specifications) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, such portion of subsection to read as follows:

3.1603 Design and Construction Specifications

8. Light Pole Banners

- a. Two banner maximum per light pole standard.
- b. Banners on light pole standards shall be securely attached at both ends, perpendicular or parallel to light pole standards.
- c. Each banner shall be limited to 15.5 square feet.
- d. Banners are allowed to be attached on up to 50% of the existing light pole standards within a property.
- e. Banners on light pole standards shall be limited to noncommercial messages, except for municipal marketing signs.
- f. Light pole banners shall be allowed within parking lots in both residential and nonresidential zoning districts.

Section III. (3) (Prohibited Signs) of Subsection 3.1604 (General) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, such portion of subsection to read as follows:

3.1604 General

3. Prohibited Signs

Except as otherwise expressly allowed by this ordinance or as otherwise expressly allowed by Article XII, Chapter 6, of the City of Plano Code of Ordinances, the following signs and conditions are prohibited:

- a. Signs displaying materials determined to be obscene by a court of law or prohibited by law, subject to the appeal and judicial review proceedings provided for in Subsection 3.1601.9.f.

- b. Signs placed in any location which by reason of their location will obstruct the view of any authorized traffic sign, signal, or other traffic control device by vehicular or pedestrian traffic. No sign shall be erected which by reason of shape, color, size, design, or position, would be reasonably likely to create confusion with, to be confused as, or to interfere with any traffic signal or device which is authorized by the appropriate state or local governmental authorities. Further, no sign shall be placed in a location that will obstruct vision of a vehicle operator while entering, exiting, or traveling upon the public right-of-way.
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- f. Signs located on public property including, but not limited to, signs attached to any public utility pole or structure, street light, tree, fence, fire hydrant, bridge, curb, sidewalk, park bench, or other location on public property, unless the same is a sign for a city sponsored event or message or a municipal marketing sign.
- g. Roof signs.
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- i. Billboard signs.
- j. Signs attached to a standpipe or fire escape.
- k. Signs erected on or over public property or in the right-of-way of any thoroughfare within the city of Plano, unless the same is erected by the city or with the permission of the city for public purposes. (Exception: Signs located in the Downtown Business/Government district may be erected over the public sidewalk provided the sign projects no more than the width of the sidewalk minus one foot and provided the clearance between the bottom of the sign and the sidewalk below is a minimum of seven feet.)
- l. No person shall attach any sign, paper, or other material, or paint, stencil, or write any name, number (except house numbers), or otherwise mark on any sidewalk, curb, gutter, street, utility pole, public building, or structure, except as otherwise allowed by this ordinance.

- m. No person shall place on or suspend from any building, light fixture, pole structure, sidewalk, parkway, driveway, or parking area any goods, wares, merchandise, or other advertising object or structure for the purpose of advertising such items other than a sign, as defined, regulated, and prescribed by this ordinance, except as otherwise allowed by this ordinance.
- n. It shall be unlawful for any person to place or cause to be placed any private temporary directional sign(s) within the city of Plano on any public right-of-way of any major or minor thoroughfare (street designated as Type A, B, C, D, E, or F in the City of Plano Thoroughfare Plan). The Building Official may impound all signs in violation of this section.
- o. Searchlights.
- p. Offsite/Premise signs (except as allowed in Subsection 3.1603.2.k. and for municipal marketing signs).

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

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

Section VI. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

PASSED AND APPROVED THIS THE 9TH DAY OF JANUARY, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY