

CITY COUNCIL

1520 AVENUE K



DATE: 1/11/2016
CALL TO ORDER: 7:00 p.m.
INVOCATION: Rabbi Michael Kushnick
Congregation Anshai Torah
PLEDGE OF ALLEGIANCE: Boys & Girls Clubs of Collin County-Plano

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>COMMENTS OF PUBLIC INTEREST</u> <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> <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> December 22, 2015</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	Bid No. 2016-76-B for the purchase of twenty-six (26) Chevrolet, Black and White Police Tahoes and one (1) Chevrolet, Blue Police Tahoe for Fleet Services to be utilized by the Police Department from Sam Pack's Five Star Ford and Chevrolet in the amount of \$952,086; and authorizing the City Manager to execute all necessary documents.	
(c)	Bid No. 2016-0128-C for a one-year contract with five (5) one-year City optional renewals, for the support and maintenance of the Police Department's records management and automated field reporting systems to Cohero in the estimated annual amount of \$253,500; and authorizing the City Manager to execute all necessary documents.	
(d)	Bid No. 2016-0119-B for Screening Wall – 15th & Custer to Ratliff Hardscape, Ltd. in the amount of \$1,128,323; and authorizing the City Manager to execute all necessary documents.	
	<p>Purchase from an Existing Contract</p>	
(e)	To approve the purchase of one (1) Kenworth K270 Chassis with a Wayne Tomcat Refuse Body for Fleet Services to be utilized by the Environmental Waste Services Division in the amount of \$172,994 from MHC Kenworth through an existing TASB/BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 430-13)	
(f)	To approve the purchase of one (1) Toro GM5900 large area mower and one (1) Toro GM5910 large area mower for Fleet Services to be utilized by the Parks and Recreation Department in the amount of \$179,560 from Professional Turf Products through an existing TASB/BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 447-14)	
	<p>Approval of Contract Modification</p>	
(g)	To approve and authorize Contract Modification No. 1 for the purchase of additional professional services for Independence Parkway Corridor - 15th Street to Parker Road project in the amount of \$16,810 from Terracon Consultants, Inc.; and authorizing the City Manager to execute all related documents.	
(h)	To approve and authorize Contract Modification No. 1 for Professional Services for the design of Legacy Drive at Parkwood Boulevard and Coit Road between SH 190 and Mapleshade Lane in the amount of \$88,000 from R-Delta Engineers, Inc.; and authorizing the City Manager to execute all related documents.	
	<p>Approval of Change Order</p>	
(i)	To Jim Bowman Construction Co., LP, increasing the contract by \$181,496 for the Greenhollow Estates Water Line Rehabilitation project, Change Order No. 2. Original Bid No. 2013-148-B.	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Request</u></p> <p>(j) To approve a request for a Parking Reduction Program for Granite Park, Phase III, Block B located at the southeast corner of State Highway 121 and the Dallas North Tollway. Zoned Central Business-1/Dallas North Tollway/State Highway 121 Overlay Districts with Specific Use Permit #648 for Automobile Leasing/Renting. Applicant: Granite Park Association Inc. & Tollway/121 Partners Ltd.</p>	
	<p><u>Adoption of Resolutions</u></p> <p>(k) To authorize the filing of a grant application for regional funds in an amount not to exceed \$120,000 for a Waste Characterization and Recycling Behaviors Study through the North Central Texas Council of Governments; certifying that the City's matching share is readily available; designating the Director of Public Works as authorized representative of the City of Plano for the purpose of giving required assurances acting in connection with said application and providing required information; and providing an effective date.</p> <p>(l) To approve the Third Amendment to an Interlocal Cooperation Agreement between North Texas Municipal Water District and the City of Plano, Texas for Regional Composting Program until April 30, 2016, as permitted by Article II of the Agreement; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date.</p> <p>(m) To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano and SWC Tollway & 121, LLC, a Delaware limited liability company, for the construction and installation of certain public infrastructure and improvements within the public rights-of-way and private property near the Legacy West development; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(n) To approve the Bylaws of the Plano Improvement Corporation; and providing an effective date.</p> <p>(o) To approve the terms and conditions of a funding agreement by and between the City of Plano and the Historic Downtown Plano Association, a Texas non-profit corporation, governing the use of funds collected from property owner assessments through the Downtown Plano Public Improvement District in an amount not to exceed \$52,500; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(p) To authorize the filing of a grant application for regional funds in an amount not to exceed \$82,010 for a Litter Education Program through the North Central Texas Council of Governments; designating the Director of Environmental Health as authorized representative of the City of Plano for the purpose of giving required assurances, acting in connection with said application, and providing required information; and declaring an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Ordinances</u></p> <p>(q) To adopt a new Article IV, Section 8-20 of Chapter 8, Fire Prevention and Protection, of the City of Plano Code of Ordinances, to establish the Mobile Community Healthcare Program and authorize Plano Fire-Rescue Paramedics to provide emergency medical services by performing appropriate medical interventions to certain individuals at their residences who routinely and frequently call 9-1-1 requesting emergency medical services within the City of Plano; and providing a repealer clause, a severability clause, a savings clause, and an effective date.</p> <p>(r) To abandon all right, title and interest of the City, in and to a portion of a certain 15-foot Drainage Easement recorded in Volume 2014, Page 9, of the Official Public Records of Collin County, Texas and being situated in the Daniel Rowlett Survey, Abstract No. 738, 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 owner of the property underlying the easement, SAVOY PLANO HOTELS LLC, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; 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> <p><u>Non-Public Hearing Items: The presiding officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The presiding officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>Public Hearing and consideration of a Resolution to support an application for nine percent (9%) housing tax credit (HTC) financing to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed affordable residential development project located on the east side of Coit Road, 350± feet north of McDermott Road; designating the City Manager to certify this resolution to TDHCA; and declaring an effective date.</p>	
(2)	<p>Public Hearing and consideration of a Resolution to support an application for nine percent (9%) housing tax credit (HTC) financing to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed affordable residential development project, located on 4.8± acres bounded by 14th Street on the north, G Avenue on the east, 13th/14th Connector on the south and F Avenue on the west; designating the City Manager to certify this resolution to TDHCA; and declaring an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(3)	Public Hearing and consideration of a Resolution to support an application for nine percent (9%) housing tax credit (HTC) financing to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed affordable residential development project located on Enterprise Drive near West Park Boulevard; designating the City Manager to certify this resolution to TDHCA; and declaring an effective date.	
(4)	Public Hearing and consideration of a Resolution to support an application for nine percent (9%) housing tax credit (HTC) financing to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed affordable residential development project located at Chase Oaks Boulevard and State Highway 75; designating the City Manager to certify this resolution to TDHCA; and declaring an effective date.	
(5)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2015-18 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-109-Retail/General Office and Planned Development-60-General Office on 61.6± acres of land located at the southwest corner of Park Boulevard and Alma Drive, in the City of Plano, Collin County, Texas, to allow for Patio Home with modified development standards; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Pitman Partners LTD	
(6)	Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's denial of Zoning Case 2015-24 - Request to rezone 17.0± acres located on the east side of Alma Drive, 332± feet south of Park Boulevard from Corridor Commercial to Planned Development-Corridor Commercial to allow for multifamily residence with modified development standards. Zoned Corridor Commercial. Applicant: Plano Riverwalk Development Partners, Ltd.	
(7)	<p>Consideration of an Appeal of the Planning & Zoning Commission's denial of the Concept Plan for JPI Plano Riverwalk, Block A, Lot 1 - 413 multifamily units on five lots on 16.4± acres located on the east side of Alma Drive, 332± feet south of Park Boulevard. Zoned Corridor Commercial. Neighborhood #58. Applicant: Plano Riverwalk Development Partners, Ltd.</p> <p><u>Plano 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>	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
December 22, 2015**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Ben Harris, Deputy Mayor Pro Tem
Angela Miner
Rick Grady
Ron Kelley
Tom Harrison
David Downs

COUNCIL MEMBERS ABSENT

Lissa Smith, Mayor Pro Tem

STAFF PRESENT

Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Jim Parrish, Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 6:00 p.m., Tuesday, December 22, 2015, 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 discuss Real Estate, Section 552.072; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:57 p.m. in the Senator Florence Shapiro Council Chambers.

Consideration and action resulting from Executive Session discussion

No items were discussed.

Consent and Regular Agendas

No items were discussed.

Council Items for Discussion/Action on Future Agendas

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 6:58 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
December 22, 2015**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Ben Harris, Deputy Mayor Pro Tem
Angela Miner
Rick Grady
Ron Kelley
Tom Harrison
David Downs

COUNCIL MEMBERS ABSENT

Lissa Smith, Mayor Pro Tem

STAFF PRESENT

Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Jim Parrish, Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Tuesday, December 22, 2015, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Council Member Kelley led the invocation and Deputy Mayor Pro Tem Harris led the Pledge of Allegiance and Texas Pledge.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

Upon a motion by Council Member Downs and seconded by Council Member Grady, the Council voted 7-0 to approve and adopt all items on the Consent Agenda as recommended, and as follows:

Approval of Minutes

December 14, 2015

(Consent Agenda Item "A")

Approval of Expenditures

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

Bid No. 2016-53-B for the purchase of eight (8) utility trucks from Sam Pack's Five Star Ford in the amount of \$267,788 and the purchase of three (3) utility trucks from Reliable Chevrolet in the amount of \$107,037 for Fleet Services to be utilized by various City Departments in the total amount of \$374,825; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

Bid No. 2016-0055-B for Arterial Pavement Repair - Parker Road & Plano Parkway Project No. 6484, for Public Works to Jerusalem Corporation in the amount of \$2,183,777; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

Bid No. 2015-446-B for Harrington Park - Selected Demolition to Whittaker Lane Contracting, LLC in the amount of \$67,200; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "D")

RFP No. 2015-241-C for a 5 year contract with no City optional renewals for Bank Depository Services to Capital One, NA, and for a 5 year contract with no City optional renewals for Safekeeping Services to The American National Bank of Texas; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "E")

Bid No. 2016-0048-B for the Municipal Building Third Floor Renovation for Facilities Services to KC Construction Services, Inc. in the amount of \$162,911; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "F")

Bid No. 2016-0061-B for the Brown Branch 27 and 48 Inch Sewer Interceptor Capacity Improvements Project No. 6345 to Mountain Cascade of Texas, LLC, in the amount of \$4,523,291; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "G")

Purchase from an Existing Contract

To approve the purchase of two (2) John Deere 7700A Fairway Mowers for Fleet Services to be utilized by the Parks and Recreation Department in the amount of \$121,787 from Austin Turf and Tractor through an existing TASB/BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 447-14) (Consent Agenda Item "H")

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

To approve an Engineering Professional Services Agreement between the City of Plano and Pipeline Analysis, LLC in the amount of \$48,550 for CMOM Self-Audit; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "I")

To approve a Professional Services Agreement between the City of Plano and Davey Resource Group in the amount of \$93,341 for design services for an Urban Forest Master Plan and Urban Tree Canopy Assessment; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “J”)

To approve an Engineering Services Agreement by and between the City of Plano and JBI Partners, Inc. in the amount of \$120,500 for engineering services for the Plano Transit Village Veloweb project; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “K”)

To approve a Professional Services Agreement by and between the City of Plano and BW2 Engineers, Inc. in the amount of \$108,900 for Dallas North Estates No. 2 Paving and Water Improvements; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “L”)

Approval of Change Order

To HQS Construction, LLC, increasing the contract by \$57,616 for Split Trail Road – K Avenue to Spring Creek Parkway – Paving, Water and Drainage Improvements. Change Order No. 1. Original Bid No. 2015-347-B. (Consent Agenda Item “M”)

Approval of Expenditure

To approve an expenditure for three (3) outdoor warning sirens for the Technology Services Radio Shop in the amount of \$73,046 from R & D Communications, Inc. dba American Communications; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “N”)

Adoption of Resolutions

Resolution No. 2015-12-13(R): To designate The Dallas Morning News as the City’s “Official Newspaper” for the purpose of publication of legal notices where required by state law and the City Charter; and providing an effective date. (Consent Agenda Item “O”)

Adoption of Ordinances

Ordinance No. 2015-12-14: To adopt and enact Supplement Number 113 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. (Consent Agenda Item “P”)

END OF CONSENT

Public Hearing and adoption of Resolution No. 2015-12-15(R) to approve the issuance of Multifamily Housing Revenue Bonds by Capital Trust Agency, a Public Agency, to finance the acquisition, improvement and rehabilitation of Garden Gate Apartments, located at 1201 Legacy Drive, in a principal amount not to exceed \$35,000,000; and declaring an effective date. (Regular Item “1”)

Community Services Manager Brown stated the issuance of the bonds is to acquire and rehabilitate the 240 unit Garden Gate Apartment complex and that the property currently has a 9% low income housing tax credit. She spoke to the \$35 million being earmarked for the Garden Gate apartments in Plano and Fort Worth and that the City of Fort Worth has approved a similar resolution. Ms. Brown added the project is consistent with the consolidated plan goal for rehabilitating existing low income housing. Council Member Kelly expressed concern regarding the lack of terms provided and the possibility of a negative impact to the City if the project is mismanaged. Ms. Brown deferred the comment to the applicant.

Mayor LaRosiliere opened the public hearing. Jim Dillavou stated he was concerned if the project is in the best interest of the public. Mayor LaRosiliere closed the public hearing.

Phil Kennedy, applicant and President of the American Opportunity Foundation, Inc. stated the \$35 million is for both projects and Plano Garden Gate’s portion is not to exceed \$19 million. He added Plano-based US Residential will serve as the management company at a competitive market rate responding to Mr. Kelley. City Attorney Mims stated the City is not issuing the bonds and the request is to authorize federal tax exempt status and that the City is not making any representations as to creditworthiness. In response to Council Member Harrison, Mr. Kennedy stated the rehabilitation will bring the property in to compliance with ADA standards. Council Member Downs confirmed the management company was based in Plano.

Upon a motion made by Council Member Downs and seconded by Council Member Miner, the Council voted 7-0 to approve the issuance of Multifamily Housing Revenue Bonds by Capital Trust Agency, a Public Agency, to finance the acquisition, improvement and rehabilitation of Garden Gate Apartments; and further to adopt Resolution No. 2015-12-15(R).

Request to call a Public Hearing to consider amending the zoning requirements for Planned Development-64-Central Business-1 (PD-64-CB- 1), located at the southwest corner of the Sam Rayburn Tollway and the Dallas North Tollway, and Planned Development-65-Central Business-1 (PD-65-CB-1), located at the northwest corner of Legacy Drive and the Dallas North Tollway, and on both sides of Legacy Drive east of the Dallas North Tollway. Applicant: SWC Tollway & 121, LLC (Regular Item “2”)

Plan Review Manager Hill stated due to the number of property owners, a request has been submitted for the Council to call a public hearing to consider amending the zoning requirements in the Legacy West area.

Upon a motion made by Council Member Downs and seconded by Council Member Grady, the Council voted 7-0, to call a Public Hearing to consider amending the zoning requirements for Planned Development-64-Central Business-1 (PD-64-CB- 1), located at the southwest corner of the Sam Rayburn Tollway and the Dallas North Tollway, and Planned Development-65-Central Business-1 (PD-65-CB-1), located at the northwest corner of Legacy Drive and the Dallas North Tollway, and on both sides of Legacy Drive east of the Dallas North Tollway.

With no further business, Mayor LaRosiliere adjourned the meeting at 7:24 p.m.

Harry LaRosiliere, Mayor

ATTEST

Lisa C. Henderson, 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:		1/11/16		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Lincoln Thompson (Ext. 7376)				
CAPTION				
Bid No. 2016-76-B for the purchase of twenty-six (26) Chevrolet, Black and White Police Tahoes and one (1) Chevrolet, Blue Police Tahoe for Fleet Services to be utilized by the Police Department from Sam Pack's Five Star Ford and Chevrolet in the amount of \$952,086, 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: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	952,086	0	952,086
Encumbered/Expended Amount	0	0	0	0
This Item	0	-952,086	0	-952,086
BALANCE	0	0	0	0
FUND(s): EQUIPMENT REPLACEMENT FUND, GENERAL FUND				
COMMENTS: Funds are available in the FY 2015-16 Adopted Budget to purchase twenty-six (26) Chevrolet, Black and White Police Tahoes and one (1) Chevrolet, Blue Police Tahoe for the scheduled replacements of Police Patrol units in Cost Center #532/Police. One (1) of these vehicles is a new addition to the Fleet approved in the FY 14-15 Capital Outlay for Cost Center #532/Police. STRATEGIC PLAN GOAL: Providing twenty-six (26) Chevrolet, Black and White Police Tahoes and one (1) Chevrolet, Blue Police Tahoe for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
See Recommendation Memo.				
List of Supporting Documents: Recommendation Memo Bid Recap			Other Departments, Boards, Commissions or Agencies NA	



Memorandum

Date: December 8, 2015
To: Bruce D. Glasscock, City Manager
From: Reid Choate, Fleet Manager
Subject: Police Tahoe Purchase Recommendation

Fleet Services has reviewed all bids received on City of Plano Bid No. 2016-76-B and recommends the purchase of twenty six (26) Chevrolet, Black and White Police Tahoe's and one (1) Chevrolet, Blue Police Tahoe from Sam Pack's Five Star Ford and Chevrolet in the amount of \$952,086.00.

Twenty six (26) of these vehicles are for the scheduled replacements for Police Patrol units in Cost Center 532/Police, approved in the FY 14-15 Equipment Replacement Fund. One (1) of these vehicles is a new addition to the fleet approved in the FY14-15 Capital Outlay for Cost Center 532/Police.

Equipment replacement is analyzed based on age, usage, maintenance cost, and re-sale value in determining the need for replacement. If these units are not purchased, we will incur additional maintenance cost and salvage value will be greatly depreciated. In addition, the user department will be limited in their ability to perform their duties due to additional down time of the older equipment.

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

**CITY OF PLANO
BID NO. 2016-76-B
Chevrolet Tahoe 2WD PPV
BID RECAP**

Bid Opening Date/Time: December 1, 2015 @ 3:00 pm

Number of Vendors Notified: 812

Vendors Submitting "No Bids": 0

Bids Deemed Nonresponsive: 0

Number of Bids Submitted: 5

Sam Pack's Five Star Ford and Chevrolet \$952,086.00

Reliable Chevrolet \$966,185.00

Reliable Chevrolet (Alternate Bid) \$968,480.00

Caldwell Country Automotive (aka Baby Jack II) \$969,224.00

Freedom Auto Group \$970,540.00

Recommended Vendor:

Sam Pack's Five Star Ford and Chevrolet \$952,086.00

Lincoln Thompson

Lincoln Thompson
Senior Buyer

December 17, 2015

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:		January 11, 2016			
Department:	Technology Services				
Department Head	Carlos Oregon				
Agenda Coordinator (include phone #): Kellie Boyer x7248					
CAPTION					
Bid No. 2016-0128-C for a one-year contract with five (5) one-year City optional renewals, for the support and maintenance of the Police Department's records management and automated field reporting systems to Cohero in the estimated annual amount of \$253,500, 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:	2015-16 to 2020-21	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	842,163	1,267,500	2,109,663	2,109,663
Encumbered/Expended Amount	0	-63,458	0	-63,458	-63,458
This Item	0	-253,500	-1,267,500	-1,521,000	-1,521,000
BALANCE	0	525,205	0	525,205	525,205
FUND(s): TECHNOLOGY SERVICES FUND					
<p>COMMENTS: Funding is available for this item in the 2015-16 Technology Services Fund budget. Future year expenditures will occur within appropriations set by the City Council. Software maintenance and support for the Plano Police Department's records management system and automated field reporting systems, in the amount of \$253,500 annually with five optional renewals, will leave a current year balance of \$525,205 for future expenditures related to maintenance agreements for public safety systems and applications.</p> <p>STRATEGIC PLAN GOAL: Obtaining maintenance and support for public safety information systems relates to the City's goals of a Safe Large City and a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
See recommendation memo.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation Memo					
Bid Recap					



Memorandum

Date: December 28, 2015
To: Diane Palmer-Boeck, Chief Purchasing Officer
From: Carlos Oregon, Interim Chief Information Officer
Subject: RMS and AFR Software Maintenance and Support Purchase Recommendation

The Technology Services department has reviewed the bid received in response to City of Plano Solicitation No. 2016-0128-C and recommends purchasing the annual software maintenance and support for the Plano Police Department's CommandPoint™ Records Management System (RMS) and Automated Field Reporting (AFR) database solutions from Cohero. The CommandPoint™ Records Management System (RMS) and Automated Field Reporting (AFR) are a suite of software products that provide the Plano Police Department the ability to maintain all case records as well as the officer's ability to submit case reports from the field, and allow for proper submission of mandated and non-mandated reports to the State of Texas.

This software maintenance contract will allow the City of Plano to obtain maintenance for the Plano Police Departments CommandPoint™ Records Management System (RMS) and Automatic Field Reporting (AFR) software with 7x24x365 coverage. Failure to award this support, Technology Services may not be able to provide adequate support to the Plano Police Department on these critical systems.

This contract would be in the estimated annual amount of \$253,500 for FY 2015-16 and for each subsequent year for five renewals.

CITY OF PLANO

BID NO. 2016-0128-C

**Police Records Management and Automated Field Reporting Support and
Maintenance**

BID RECAP

Bid opening Date/Time: December 18, 2015 @ 12:00 pm

Number of Vendors Notified: 4568

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 1

Cohero	\$253,500
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Recommended Vendor:

Cohero	\$253,500
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Kellie Boyer

December 28, 2015

Kellie Boyer
Purchasing Agent

Date

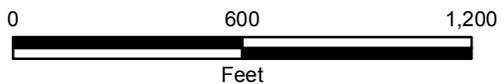


**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		01/11/16		
Department:		Engineering		
Department Head:		B. Caleb Thornhill, PE		
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)	
			Project No. 6337	
CAPTION				
Bid No. 2016-0119-B for Screening Wall – 15 th & Custer to Ratliff Hardscape, Ltd. in the amount of \$1,128,323 and authorizing the City Manager 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: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	107,180	1,142,820	0	1,250,000
Encumbered/Expended Amount	-107,180	-10,525	0	-117,705
This Item	0	-1,128,323	0	-1,128,323
BALANCE	0	3,972	0	3,972
FUND(S): STREET IMPROVEMENTS CIP				
<p>COMMENTS: Funding is available in the 2015-16 Street Improvements CIP for this item. Awarding this bid for screening wall, sidewalk and alley replacement, in the amount of \$1,128,323, will leave a project balance of \$3,972 available for this or other future street improvement projects.</p> <p>STRATEGIC PLAN GOAL: Replacing screening walls, sidewalks and alleys in residential neighborhoods relates to the City's goals of Great Neighborhoods – 1st Choice to Live and a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends bid of Ratliff Hardscape, Ltd., in the amount of \$1,128,322.39, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.</p> <p>The second vendor being recommended is Jim Bowman Construction Co., in the amount of \$1,299,761.45. Engineers estimate was \$1,657,059.00</p> <p>This project is for replacement of sidewalks, screening wall and alley replacement at 15th Street from Cloisters Road to Stratford Road (approx. 1,200 linear feet) and screening wall and sidewalk replacement on Custer Road from Baffin Bay to Macao Alley. At Custer site a portion of the alley behind 2909 Las Palmas Lane will be removed and replaced to alleviate a drainage issue. A combination inlet will be installed in the area of new alley pavement to gather storm water from the area of concern.</p>				
List of Supporting Documents: Location Maps, Bid Summary			Other Departments, Boards, Commissions or Agencies N/A	



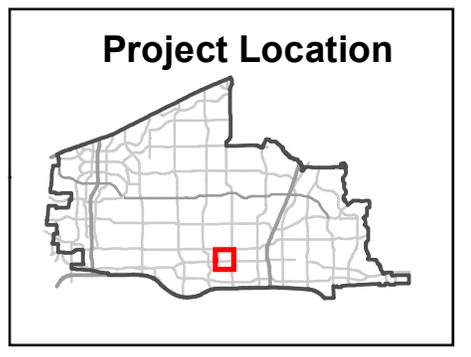
husainh_12/22/2015 Z:\ENGINEER\Husain Hamza\6337 - Screening Wall -15th & Cluster\Screening Wall -15th & Cluster\6337 - Screening Walls Location MapA.mxd



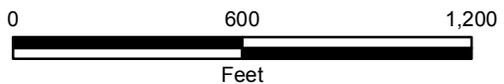
**Screening Wall -15th Street Location
Project # 6337**



December, 2015
City of Plano GIS Division



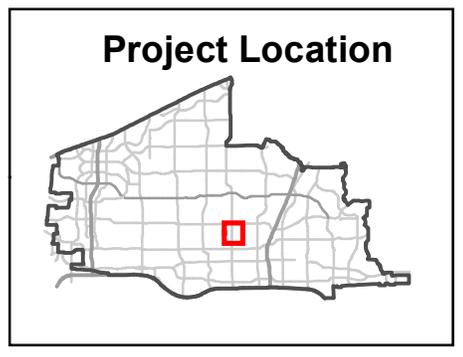
husainh_12/22/2015 Z:\ENGINEER\Husain Hamza\6337 - Screening Wall -15th & Custer\Screening Wall -15th & Custer\6337 - Screening Walls Location MapB.mxd



**Screening Wall -Custer Location
Project # 6337**



December, 2015
City of Plano GIS Division



CITY OF PLANO

Bid No. 2016-0119-B

Screening Wall – 15th Street & Custer – Project No. 6337

Bid Recap

Bid opening Date/Time: December 18, 2015 @ 3:00 PM

Number of Vendors Notified: 6,130

Vendors Submitting “No Bids”: 0

Number of Bids Submitted: 5

<u>Vendor Name</u>	<u>Total Base Bid</u>
Ratliff Hardscape, Ltd.	\$1,128,322.39
Jim Bowman Construction Co., L.P.	\$1,299,761.45
Tracon Ventures, Ltd.	\$1,665,313.00
GHB Equipment Co., LLC	\$1,667,877.00
HQS Construction, LLC	\$1,718,802.50
 <u>Recommended Vendor(s):</u>	
Ratliff Hardscape, Ltd.	\$1,128,322.39

Corey Isaacs

Corey Isaacs, Buyer II

December 29, 2015

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:		01/11/16		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Lincoln Thompson (Ext. 7376)				
CAPTION				
To approve the purchase of one (1) Kenworth K270 Chassis with a Wayne Tomcat Refuse Body for Fleet Services to be utilized by the Environmental Waste Services Division in the amount of \$172,994 from MHC Kenworth through an existing TASB/BuyBoard contract and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 430-13)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	150,000	0	150,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-172,994	0	-172,994
BALANCE	0	-22,994	0	-22,994
FUND(S): EQUIPMENT REPLACEMENT FUND				
COMMENTS: Funds are available in the FY 2015-16 Adopted Budget to purchase one (1) Kenworth K270 Chassis with a Wayne Tomcat Refuse Body for the scheduled replacement of unit #07920 in Cost Center #751/Special Waste. The additional funds of \$22,994 needed for this purchase are available from savings in other Equipment Replacement Fund purchases. STRATEGIC PLAN GOAL: Providing one (1) Kenworth K270 Chassis with a Wayne Tomcat Refuse Body for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
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. (TASB/BuyBoard Contract No. 430-13 / City of Plano Internal Contract No. 2016-127-O)				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Recommendation Memo		NA		
Cooperative Quote Recap				



Memorandum

Date: December 8, 2015
To: Bruce D. Glasscock, City Manager
From: Reid Choate, Fleet Manager
Subject: Refuse Truck Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) Kenworth K270 Chassis with a Wayne Tomcat Refuse Body from MHC Kenworth through TASB/BuyBoard Contract No. 430-13 in the amount of \$172,993.50.

This unit is for the replacement of unit 07920 in Cost Center 751/Special Waste from the FY15 - 16 Equipment Replacement Fund.

Equipment replacement is analyzed based on age, mileage, maintenance cost, and re-sale value in determining the need for replacement. Based on these criteria, Fleet Services recommends the replacement of the above vehicle. If this vehicle is not replaced, we will incur additional maintenance cost and salvage value will be greatly depreciated. In addition, the user department will be limited in their ability to perform their duties due to additional down time of the older equipment.

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

CITY OF PLANO
BID NO. 2016-127-O
SIDE LOADING REFUSE TRUCK EQUAL TO
KENWORTH K270 CHASSIS WITH WAYNE TOMCAT REFUSE BODY
COOPERATIVE QUOTE RECAP

Number of Vendors Contacted: 2

Vendors Submitting "No Bids": 0

Bids Deemed Nonresponsive: 0

Number of Quotes Submitted: 2

MHC Kenworth Via BuyBoard Contract No. 430-13	\$172,993.50
French Ellison Truck Center Via HGAC Contract No. HT06-14	\$175,370.00

Apparent Low Cooperative Quote:

MHC Kenworth Via BuyBoard Contract No. 430-13	\$172,993.50
--	--------------

Lincoln Thompson

Lincoln Thompson
Senior Buyer

December 28, 2015

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:		01/11/16		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Lincoln Thompson (Ext. 7376)				
CAPTION				
To approve the purchase of one (1) Toro GM5900 large area mower and one (1) Toro GM5910 large area mower for Fleet Services to be utilized by the Parks and Recreation Department in the amount of \$179,560 from Professional Turf Products through an existing TASB/BuyBoard contract and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 447-14)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	232,000	0	232,000
Encumbered/Expended Amount	0	-31,803	0	-31,803
This Item	0	-179,560	0	-179,560
BALANCE	0	20,637	0	20,637
FUND(S): EQUIPMENT REPLACEMENT FUND, GENERAL FUND				
COMMENTS: Funds are available in the FY 2015-16 Adopted Budget to purchase one (1) Toro GM5900 large area mower and one (1) Toro GM5910 large area mower for the scheduled replacement of unit #07191 in Cost Center #637/Athletic Field Maintenance and for a new addition to the Fleet in Cost Center #644/Grounds Maintenance Services District #2. Remaining balance will be used for other Fleet and Equipment purchases. STRATEGIC PLAN GOAL: Providing one (1) Toro GM5900 large area mower and one (1) Toro GM5910 large area mower for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
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. (TASB/BuyBoard Contract No. 447-14 / City of Plano Internal Contract No. 2016-120-O)				
List of Supporting Documents: Recommendation Memo Cooperative Quote Recap			Other Departments, Boards, Commissions or Agencies NA	



Memorandum

Date: December 9, 2015
To: Bruce D. Glasscock, City Manager
From: Reid Choate, Fleet Manager
Subject: Large Area Mower Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) Toro GM5900 large area mower and one (1) Toro GM5910 large area mower from Professional Turf Products, through TASB/BuyBoard Contract No. 447-14 in the amount of \$179,559.83. Fleet Services and Purchasing have reviewed multiple cooperative contracts and found this to be the best value for the City.

This purchase is for a new addition to the Fleet for Cost Center 644/Grounds Maintenance Services District #2 and the replacement of unit 07191 in Cost Center 637/Athletic Field Maintenance, both approved in the FY15-16 Capital Outlay budget.

Equipment replacement is analyzed based on age, usage, maintenance cost, and re-sale value in determining the need for replacement. If this unit is not replaced, we will incur additional maintenance cost and salvage value will be greatly depreciated. In addition, the user department will be limited in their ability to perform their duties due to additional down time of the older equipment.

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

**CITY OF PLANO
SOLICITATION NO. 2016-120-O
WIDE ROTARY MOWER WITH OPEN COCKPIT AND
WIDE ROTARY MOWER WITH CLIMATE-CONTROLLED CAB
QUOTE RECAP**

Quotes Requested Prior to Date/Time: December 8, 2015 @ 5:00 p.m.

Number of Vendors Contacted: 4

Vendors Submitting "No Bids": 0

Bids Deemed Nonresponsive: 0

Number of Quotes Submitted: 2

Professional Turf Products

Toro GM5900 with Canopy	\$ 83,808.26
Toro GM5910 with Climate-controlled Cab	<u>\$ 95,751.57</u>
Total Offer	\$179,559.83

Luber Bros.

Jacobsen HR9016T with Canopy	\$ 84,828.53
Jacobsen HR9016T with Climate-controlled Cab	<u>\$ 96,783.78</u>
Total Offer	\$181,612.31

Apparent Low Quote:

Professional Turf Products

Toro GM5900 with Canopy	\$ 83,808.26
Toro GM5910 with Climate-controlled Cab	<u>\$ 95,751.57</u>
Total Offer	\$179,559.83

Lincoln Thompson

Lincoln Thompson
Senior Buyer

December 8, 2015

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:		01/11/16		
Department:		Engineering		
Department Head		B. Caleb Thornhill, PE		
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)	
			Project No. 5987.1	
CAPTION				
To approve and authorize Contract Modification No. 1 for the purchase of additional professional services for Independence Parkway Corridor - 15 th Street to Parker Road project in the amount of \$16,810, from Terracon Consultants, Inc., and authorize the City Manager or his designee to execute all related documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,062,697	453,771	0	2,516,468
Encumbered/Expended Amount	-2,062,697	-426,398	0	-2,489,095
This Item	0	-16,810	0	-16,810
BALANCE	0	10,563	0	10,563
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are available in the 2015-16 Street Improvement CIP. This item, in the amount of \$16,810 will be expended in the current fiscal year and leave a projected final balance of \$10,563 for further work on the Independence Corridor Improvements project or other street improvement projects.</p> <p>STRATEGIC PLAN GOAL: Constructing improvements at intersections to improve traffic flow and safety relates to the City's goals of Strong Local Economy and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Additional testing services are required to complete the construction material testing work on Independence Parkway Corridor -15 th Street to Parker Road project.				
The original contract amount was \$47,932.50. The Engineering Department is seeking City Council approval of this first modification because the amount of the modification increases the total contract value to more than \$50,000.00. The revised contract amount is \$64,741.88.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Contract Modification			N/A	

CONTRACT MODIFICATION NO. 1

**INDEPENDENCE PARKWAY CORRIDOR
15TH STREET TO PARKER ROAD
PROJECT NUMBER 5987.1
PURCHASE ORDER NO.105194
CIP NO. 37749**

This shall serve as a First Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and **TERRACON CONSULTANTS, INC.** (hereinafter "Consultant"), dated March 19, 2015, for Construction Material Testing Engineering Services for the referenced project (hereinafter "Project").

Services:

This Modification amends the scope of services as originally set forth in the contract as follows:

The Engineer will perform additional material testing services in connection with **INDEPENDENCE PARKWAY CORRIDOR 15TH STREET TO PARKER ROAD** project. The additional services are required to cover the full scope of construction work.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Engineer an amount not to exceed \$16,809.38. Such payment shall be made in accordance with the payment terms specified in the Contract.

In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Contract, this Modification shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

Original Contract Amount	\$	<u>47,932.50</u>
Contract Amount (Including Previous Modifications)	\$	<u>47,932.50</u>
Amount, Modification No. 1	\$	<u>16,809.38</u>
Revised Contract Amount	\$	<u><u>64,741.88</u></u>
Total Percent Increase Including Previous Modifications		<u>35.07%</u>

Authority to Sign:

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

CITY OF PLANO

TERRACON CONSULTANTS, INC.

A Delaware Corporation licensed to do
 business in the State of Texas

OWNER

CONSULTANT

By: _____
 (signature)

By: _____
 (signature)

Print
 Name: Bruce D. Glasscock

Print
 Name: Jack Spriggs

Print
 Title: City Manager

Print
 Title: Sr. Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
 Paige Mims, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____, by **JACK L. SPRIGGS, SENIOR VICE PRESIDENT** of **TERRACON CONSULTANTS, INC.**, a **DELAWARE Corporation** licensed to do business in the State of Texas, 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 _____, 20____, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



**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:		01/11/16		
Department:		Engineering		
Department Head		B. Caleb Thornhill, PE		
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)	
			Project No. 6610	
CAPTION				
To approve and authorize Contract Modification No. 1 for Professional Services for the design of Legacy Drive at Parkwood Boulevard and Coit Road between SH 190 and Mapleshade Lane in the amount of \$88,000 from R-Delta Engineers, Inc., and authorize the City Manager or his designee to execute all related documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	54,745	977,255	300,000	1,332,000
Encumbered/Expended Amount	-54,745	-84,095	0	-138,840
This Item	0	-88,000	0	-88,000
BALANCE	0	805,160	300,000	1,105,160
FUND(S): STREET IMPROVEMENTS CIP				
COMMENTS: Funding for this item is available in the 2015-16 Street Improvements CIP. The first modification to an existing engineering services contract, in the amount of \$88,000, will leave a current year balance of \$805,160 available for future project expenditures. STRATEGIC PLAN GOAL: Modifying existing contracts to address changes in project scope relates to the City's goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Additional design services are required from R-Delta Engineers, Inc., in the amount of \$88,000.00. The original contract amount was \$138,840.00. The Engineering Department is seeking City Council approval of this first modification because it exceeds \$50,000.00. The revised contract amount will be \$226,840.00.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Contract Modification No. 1			N/A	

CONTRACT MODIFICATION

**LEGACY DRIVE AT PARKWOOD BOULEVARD
COIT ROAD BETWEEN SH 190 AND MAPLESHADE
PROJECT NUMBER- 6610
PURCHASE ORDER NO.105779
CIP NUMBER - 31153**

This shall serve as a **First** Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and **R-DELTA ENGINEERS, INC.**, (hereinafter "Consultant"), dated June 11, 2015, for Professional Services for the referenced project (hereinafter "Project").

Services:

This Modification amends the scope of services as originally set forth in the contract as follows:

Parkwood Boulevard Additional Services

Preliminary and final surveying and engineering services for the additional improvements along Parkwood Boulevard and at the Tennyson Parkway intersection:

- Additional boundary/right-of-way surveying and mapping for the Parkwood Boulevard easterly parkway between Legacy Drive and Tennyson Parkway as well as the entire Tennyson /Parkwood intersection
- Topographic surveying and mapping of the Parkwood Boulevard east parkway and a strip of adjacent Hewlett-Packard property between Legacy Drive and Tennyson Parkway
- Topographic surveying and mapping of entire Tennyson/Parkwood intersection
- Level C, B and A Subsurface Utility Engineering as required for the additional improvements
- Geotechnical Investigation for Retaining Wall Design
- Preliminary Trail and Retaining Wall Layouts
- Easement Survey (land description and graphical exhibit) at HP property
- Trail Plan-Profile Sheets
- Retaining Wall Design and Details
- Trail Cross Sections
- Traffic signal modifications at the Tennyson/Parkwood intersection (pedestrian heads, pushbutton poles)
- Barrier Free Ramp Design and Details
- Permanent Pavement Markings

Coit Road/Mapleshade Drive Additional Services

Final surveying and engineering services for the additional Coit Road/Mapleshade Drive improvements:

- Additional boundary/right-of-way surveying and mapping for Mapleshade Drive and Coit Road north, east and west of the intersection
- Topographic surveying and mapping of Mapleshade Drive and Coit Road as necessary for additional design
- Level C, B and A Subsurface Utility Engineering as required for the additional improvements
- Geotechnical Investigation for traffic signal foundations
- Preliminary Paving Layouts
- Easement Surveys (land description and graphical exhibit) where needed to accommodate pavement widening
- Construction phasing and temporary traffic control sheets
- Paving Plan-Profile sheets
- Barrier Free Ramp Layouts
- Utility Plans (Fire hydrant installation and relocation as necessary)
- Storm drain improvement plan & profile sheets (inlet relocations for decel/right turn lanes)
- Traffic Signal Layout including overhead signs and pedestrian elements
- Traffic Signalization Detail Sheets including tabulation of foundations, materials and quantities, electrical chart, timing table, general notes, and standard detail sheets as applicable
- Final buttoning, pavement marking, and signage plan sheets
- Cross –Sections
- Miscellaneous Details

Compensation:

For additional services provided pursuant to this Modification; City shall have to pay additional compensation in the total amount of Eighty eight thousand and zero cents (\$88,000.00) as noted below.

In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Contract, this Modification shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

Original Contract Amount	\$ <u>138,840.00</u>
Contract Amount (Including Previous Modifications)	\$ <u>138,840.00</u>
Amount, Modification No. 1	\$ <u>88,000.00</u>
Revised Contract Amount	\$ <u><u>226,840.00</u></u>
Total Percent Increase Including Previous Modifications	<u>63.38%</u>

Authority to Sign:

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

CITY OF PLANO

R-DELTA ENGINEERS, INC.

A Texas Corporation

OWNER

CONSULTANT

By: _____

(signature)

By: _____

(signature)

Print

Name: Bruce D. Glasscock

Print

Name: Frank A. Polma, PE

Print

Title: CITY MANAGER

Print

Title: PRESIDENT

Date: _____

Date: _____

APPROVED AS TO FORM:

 Paige Mims, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____, 20__ by **FRANK A. POLMA, PE, PRESIDENT**, of **R-DELTA ENGINEERS, INC.**, a **TEXAS** corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

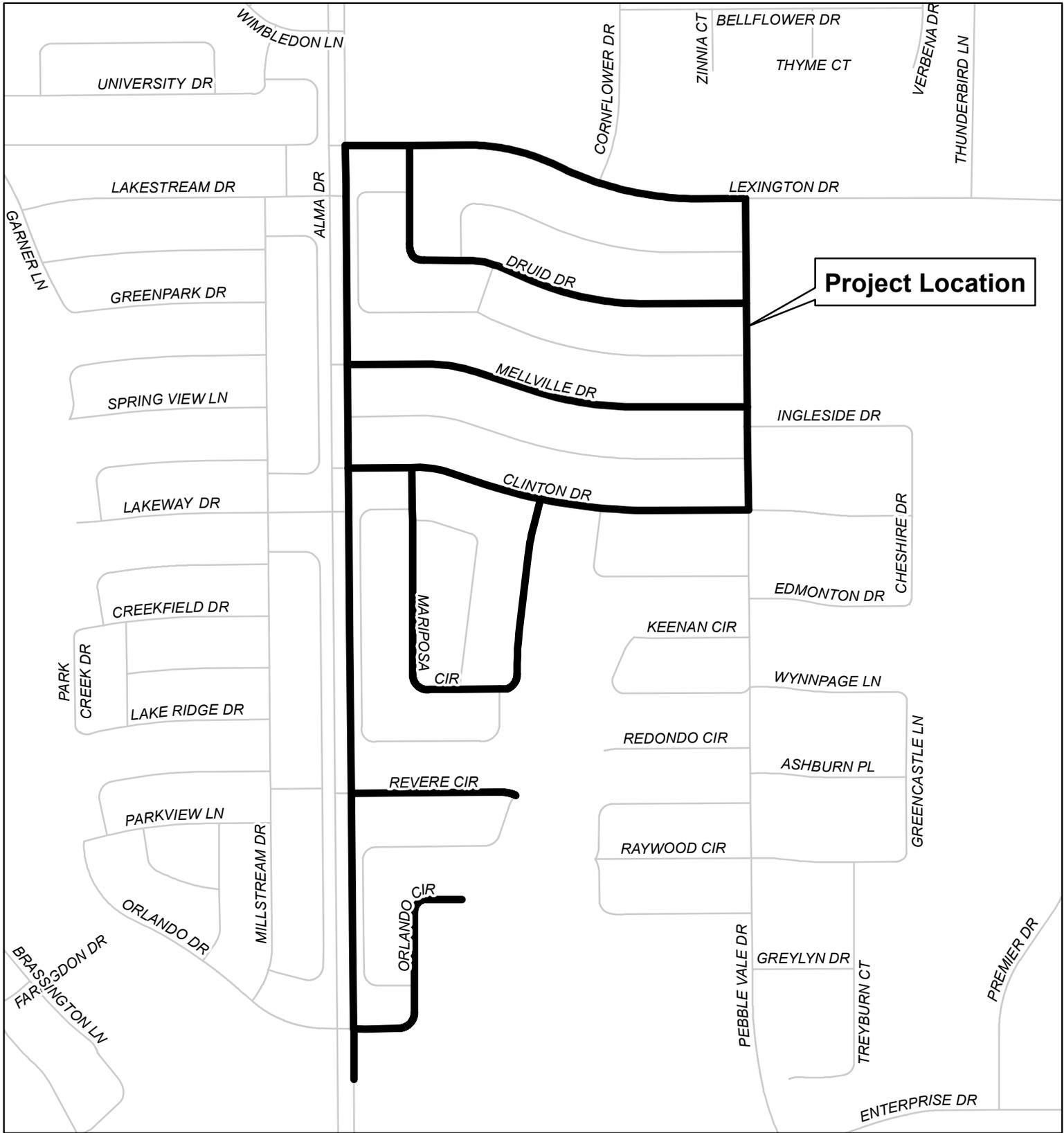
This instrument was acknowledged before me on the _____ day of _____, 2016, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



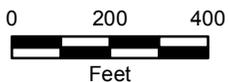
**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		01/11/16		
Department:		Engineering		
Department Head:		B. Caleb Thornhill, PE		
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)	
			Project No. 6164	
CAPTION				
To Jim Bowman Construction Co., LP, increasing the contract by \$181,496, for the Greenhollow Estates Water Line Rehabilitation project, Change Order No. 2. Original Bid No. 2013-148-B.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	18,206	397,678	0	415,884
Encumbered/Expended Amount	-18,206	-216,182	0	-234,388
This Item	0	-181,496	0	-181,496
BALANCE	0	0	0	0
FUND(S): WATER CIP				
<p>COMMENTS: Funding is available for this item in the 2015-16 Water CIP. The second change order for the Greenhollow Estates Water Line Rehabilitation project, in the amount of \$181,496, will leave a \$0 balance for the project, which will be closed following the completion of work within the change order.</p> <p>STRATEGIC PLAN GOAL: Modifying existing contracts to address project needs and complete existing projects relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This Change Order, in the amount of \$181,495.61, is for additional street and sidewalk paving and for other items that either over ran or under ran the original contract quantities.</p> <p>Staff recommends approval of this Change Order No. 2. The contract total will be \$2,425,009.83 which includes this change order amount, and adds 16.06% to the original cost of the contract. The original contract amount is \$2,089,375.30.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Change Order No. 2; Location Map			N/A	



Project Location

georgetau C:\Projects\Engineering\Location\Maps\12-02-2015_Project 6164 Greenhollow Estates\Greenhollow Estates.mxd



City of Plano GIS Division
December, 2015

Greenhollow Estates Waterline Rehabilitation Project No. 6164

Project Location



CHANGE ORDER NO. 2

GREENHOLLOW ESTATES WATERLINE REHABILITATION

PROJECT NO. 6164

PURCHASE ORDER NO. 104375

CIP NO. 68979

BID NO. 2013-148-B

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **JIM BOWMAN CONSTRUCTION CO., LP**, for the **GREENHOLLOW ESTATES WATERLINE REHABILITATION** project, dated May 13, 2013.

B. DESCRIPTION OF CHANGE

Installed additional boring for 8" water, removed and replaced additional 8" and 6" concrete street paving and 6" sidewalk paving. This Change Order No. 2 also includes all quantities that either over ran or under ran the original contract.

Item No.	Item Description	Original Quantity	Revised Quantity	Unit	Contract Unit Cost	Amount of Change
101	Furnish and install 6-inch waterline (PVC) by open cut	494	534	LF	\$ 24.00	\$ 960.00
102	Furnish and install 8-inch waterline (PVC) by open cut	12,976	13,243	LF	\$ 26.60	\$ 7,102.20
103	Bore with 14-inch steel casing	209	269	LF	\$ 250.00	\$ 15,000.00
104	Furnish and install 14-inch steel casing by open cut	120	140	EA	\$ 77.50	\$ 1,550.00
106	Furnish and install 6-inch resilient seated gate valve	31	32	EA	\$1,010.00	\$ 1,010.00
107	Furnish and install 8-inch resilient seated gate valve	58	62	EA	\$1,460.00	\$ 5,840.00
108	Furnish and install ductile iron fittings	6.93	7.28	TON	\$5,850.00	\$ 2,047.50
110	Connect to existing 4-inch waterline	1	2	EA	\$ 755.00	\$ 755.00
111	Connect to existing 6-inch waterline	4	5	EA	\$1,125.00	\$ 1,125.00
112	Connect to existing 8-inch waterline	8	10	EA	\$2,035.00	\$ 4,070.00
117	Relocate short service water meter	6	11	EA	\$ 678.00	\$ 3,390.00
118	Relocate long service water meter	4	6	EA	\$ 866.00	\$ 1,732.00
123	Sawcut, remove and recycle existing concrete paving	20,800	23,787	SY	\$ 7.25	\$ 21,655.75
124	Furnish and install 6" 3,600 psi concrete paving	149	370	SY	\$ 45.35	\$ 10,022.35
125	Furnish and install 6" 3,600 psi concrete street paving	14,500	15,856	SY	\$ 40.15	\$ 54,443.40

126	Furnish and install 8" 5,000 psi concrete street paving	2,400	3,177	SY	\$ 49.00	\$ 38,073.00
127	Furnish and install concrete alley paving	169	188	SY	\$ 42.15	\$ 800.85
128	Furnish and install concrete driveway paving	195	266	SY	\$ 39.40	\$ 2,797.40
129	Furnish and install concrete sidewalk paving	3,740	3,930	SY	\$ 31.50	\$ 5,985.00
130	Furnish and install asphalt temporary pavement	300	278	TON	\$ 115.00	\$ (2,530.00)
132	Furnish and install barrier free ramp Type B	16	17	EA	\$ 450.00	\$ 450.00
139	Furnish and install irrigation system repairs	59	89	EA	\$ 75.00	\$ 2,250.00
144	Furnish Trench Safety Plan Implementation	13,470	13,777	LF	\$ 0.58	\$ 178.06
146	Furnish, install, and maintain grass sod	4,557	8,540	SY	\$ 0.70	\$ 2,788.10
	TOTAL					\$181,495.61

C. EFFECT OF CHANGE

This change order will have the following effect on the cost of this project:

Original Contract Amount	<u>\$ 2,089,375.30</u>
Contract Amount (Including Previous Change Orders)	<u>\$ 2,243,514.22</u>
Amount, Change Order No. 2	<u>\$ 181,495.61</u>
Revised Contract Amount	<u>\$ 2,425,009.83</u>
Total Percent Increase Including Previous Change Orders	<u>16.06%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **60** days to this project:

Original Contract Time	<u>150 working days</u>
Amount (Including Previous Change Orders)	<u>165 working days</u>
Amount, Change Order No. 2	<u>60 working days</u>
Revised Contract Time	<u>225 working days</u>
Total Percent Increase Including Previous Change Orders	<u>50.00%</u>

E. AGREEMENT

In the event of any conflict or inconsistency between the provisions set forth in this Change Order No. 2 and the contract, this Change Order No. 2 shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **JIM BOWMAN CONSTRUCTION CO., LP**, do hereby agree to append this Change Order No. 2 to the original contract between themselves, dated May 13, 2013.

F. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

OWNER:
CITY OF PLANO

CONTRACTOR:
JIM BOWMAN CONSTRUCTION CO., L.P.,
A TEXAS LIMITED PARTNERSHIP

BY: JIM BOWMAN GP, LLC, a Texas limited liability company, its General Partner

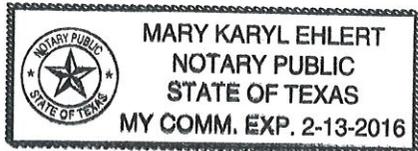
By: _____
(signature)
Print Name: **BRUCE D. GLASSCOCK**
Print Title: **CITY MANAGER**
Date: _____

By: _____
(signature)
Print Name: **JIM BOWMAN**
Print Title: **SOLE MANAGER**
Date: 12/4/15

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 4th day of Dec, 2015, by **JIM BOWMAN, SOLE MANAGER** of **JIM BOWMAN GP, L.L.C.**, a Texas Limited Liability Company, General Partner of **JIM BOWMAN CONSTRUCTION CO., L.P.**, a **TEXAS** Limited Partnership, on behalf of said limited partnership.



Mary Karyl Ehler

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2015, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



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 11, 2016		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): Tammy Stuckey, Ext 7156				
CAPTION				
Request for a Parking Reduction Program for Granite Park, Phase III, Block B located at the southeast corner of State Highway 121 and the Dallas North Tollway. Zoned Central Business-1/Dallas North Tollway/State Highway 121 Overlay Districts with Specific Use Permit #648 for Automobile Leasing/Renting. Applicant: Granite Park Association Inc. & Tollway/121 Partners Ltd.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no financial impact. STRATEGIC PLAN GOAL: Responding to requests from property owners regarding parking requirements relates to the City's goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
At its December 21, 2015 meeting, the Planning & Zoning Commission recommended approval of this request by a vote of 5-0.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
P&Z Follow-up Memo Staff Report Locator Map Site Plan Exhibits Parking Reduction Program Performance Agreement				

DATE: December 22, 2015

TO: Applicants with Items before the Planning & Zoning Commission

FROM: Johns Muns, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of December 21, 2015

**AGENDA ITEM NO. 6 - PRELIMINARY SITE PLAN & REVISED SITE PLANS
GRANITE PARK, PHASE III, BLOCK B, LOTS 4R, 5R, 6, & 7
APPLICANT: GRANITE PARK ASSOCIATION INC. & TOLLWAY/121 PARTNERS
LTD.**

General office, restaurant, and vacant lot on four lots on 22.1± acres located at the southeast corner of State Highway 121 and the Dallas North Tollway. Zoned Central Business-1/Dallas North Tollway and State Highway 121 Overlay Districts with Specific Use Permit #648 for Automobile Leasing/Renting. Neighborhood #8.

APPROVED: 5-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Approved subject to:

1. City Council approval of the request for a parking reduction;
2. The applicant executing a performance agreement with the city, subject to approval by the City Attorney; and
3. Dedication of parking easements on Granite Park, Phase III, Block B, Lots 3, 6 and 7.

EM/ks

xc: David Cunningham, Granite Park V, LTD.
Randall Eardley, P.E., Wier & Associates, Inc.
Wayne Snell, Permit Services Manager - Preliminary Site Plan, Revised Site Plan
Alan Spurgin, Utility Coordinator - Revised Site Plan
Robert Elliott, Mapping & Information Tech - Revised Site Plan (2)

<https://goo.gl/maps/1ZytzsHc8GD2>

CITY OF PLANO

PLANNING & ZONING COMMISSION

December 21, 2015

Agenda Item No. 6

Preliminary Site Plan & Revised Site Plans:
Granite Park, Phase III, Block B, Lots 4R, 5R, 6, & 7

Applicant: Granite Park Association Inc. & Tollway/121 Partners Ltd.

DESCRIPTION:

General office, restaurant, and vacant lot on four lots on 22.1± acres located at the southeast corner of State Highway 121 and the Dallas North Tollway. Zoned Central Business-1/Dallas North Tollway and State Highway 121 Overlay Districts with Specific Use Permit #648 for Automobile Leasing/Renting. Neighborhood #8.

REMARKS:

The purpose for the preliminary site plan is to show a proposed restaurant development on Lot 5R which is currently undeveloped. The purpose for the Lot 4R revised site plan is to show a proposed pedestrian walkway over the existing water feature. The purpose for the Lots 6 and 7 revised site plan is to show the dedicated offsite parking and the future parking expansion. Per the attached letter, the applicant is also requesting a parking reduction as specified within Section 16.1200 (Parking Reduction Program) of Article 16 (Parking and Loading) of the Zoning Ordinance. The City of Plano's parking reduction program is designed to address the actual parking needs of large developments by allowing fewer parking spaces than normally required through parking management techniques. The ordinance states that the Planning & Zoning Commission must review all proposed Parking Reduction Programs and make a recommendation to the City Council for approval, modification, or denial of the proposed project, based on a finding that the Parking Reduction Program will not negatively impact adjacent streets or properties.

The ordinance allows developments to defer between 5-30% of the required parking spaces. The applicant is requesting a 30% reduction in required parking for Lot 5R due to the amount of underused parking within the overall Granite Park development. For the proposed development on Lot 5R, a total of 439 spaces are required. The applicant is proposing to construct 233 surface parking spaces on Lot 5R; use 42 surface spaces on adjacent Lot 3; and use 34 parking structure spaces on adjacent Lot 6. This leaves the proposed restaurant development on Lot 5R with a shortfall of 130 parking spaces, for which they are requesting a deferment.

In accordance with the program criteria, the applicant has provided documentation of estimated actual demand, development plans which outline the parking proposals, and a performance agreement which is currently under review. As an example of the existing parking demand, the parking structure on adjacent Lot 6 houses 1,530 spaces; however, based on a parking study conducted January and February 2015, the parking structure utilizes no more than 770 spaces at one time. The Granite Park development features a mix of uses including general office, hotel with conference center, retail, and restaurants. The parking demands for these uses vary as the offices are the most heavily occupied during day time hours on weekdays. The restaurant and retail uses are more heavily utilized during the weekday lunch hour, evenings, and weekends. The hotel uses are also most heavily utilized on weekday evenings. The applicant has reported that less than half of the spaces in the Lot 6 parking garage are occupied at one time.

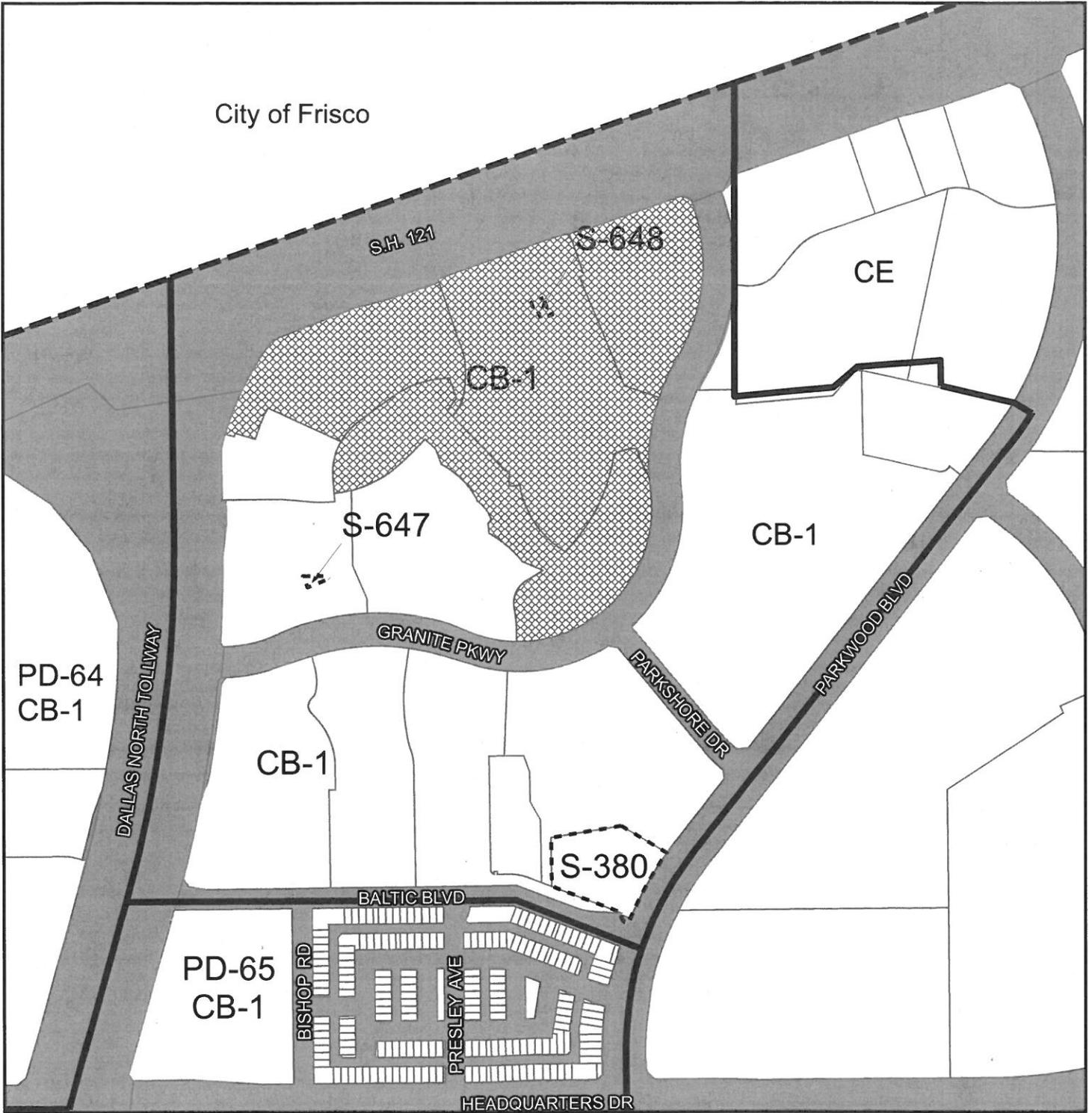
If the parking reduction is granted, the applicant must enter into a performance agreement with the city which allows deferral of the construction of the spaces until demand for a greater number of parking spaces is reached or a change of occupancy occurs. The applicant's proposed program includes details regarding the potential construction of the 130 surface parking spaces on Lot 7 for a total estimated cost of \$295,500. This area must be reserved via easement for deferred parking, and the city can require the applicant to construct the parking in the future if the performance agreement is not met.

Staff believes the site has sufficient parking to accommodate the existing demand, as described in the attached letter from the applicant. Therefore, staff supports the request for parking reduction.

RECOMMENDATION:

Recommended for approval subject to:

1. City Council approval of the request for a parking reduction;
2. The applicant executing a performance agreement with the city, subject to approval by the City Attorney; and
3. Dedication of parking easements on Granite Park, Phase III, Block B, Lots 3, 6 and 7.

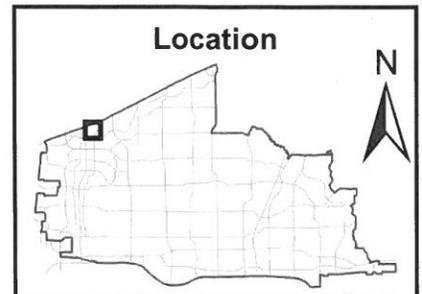


Item Submitted: Preliminary Site Plan & Revised Site Plan

Title: Granite Park Phase III, Block B, Lots 4R, 5R, 6, & 7

Zoning: Central Business-1/Dallas North Tollway & State Highway 121 Overlay Districts w/Specific Use Permit #648

- 200' Notification Buffer
- ▨ Subject Property
- Zoning Boundary
- - - Specific Use Permit
- ▬ City Limits
- Right-of-Way



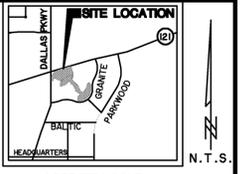
Source: City of Plano Planning Department

WATER METER SCHEDULE				
I.D.	TYPE	SIZE	QTY	SAN. SEWER
1	DOMESTIC	3"	1	8"
2	DOMESTIC	3"	1	8"
3	IRRIGATION	2"	1	N/A
4	FOUNTAINS	1"	1	8"
5	DOMESTIC	1.5"	1	6"
6	IRRIGATION	1.5"	1	N/A
7	DOMESTIC	2"	1	6"
8	IRRIGATION	1.5"	1	N/A
9	DOMESTIC	2"	1	6"
10	IRRIGATION	1.5"	1	N/A

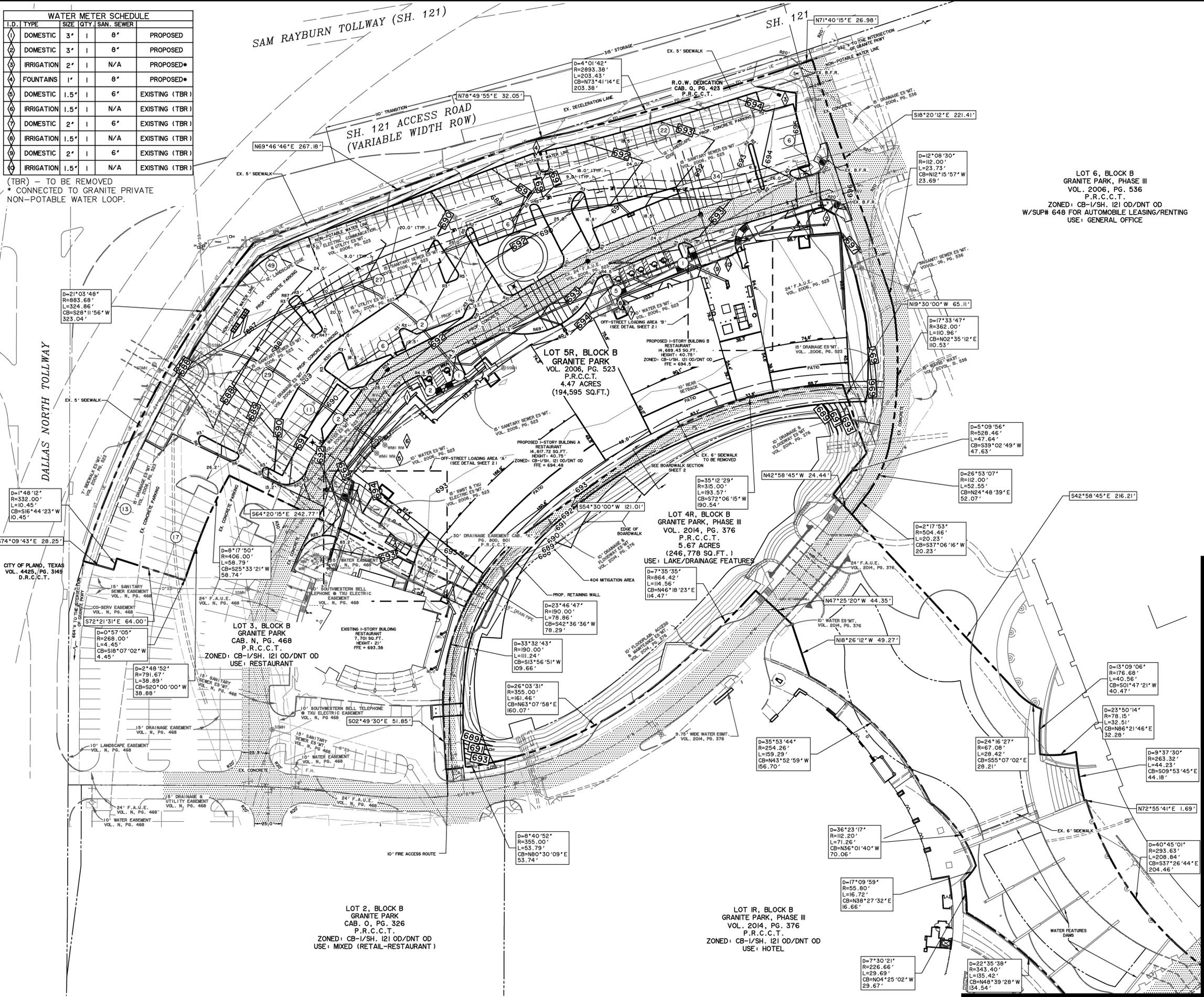
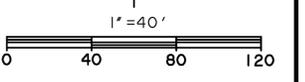
(TBR) - TO BE REMOVED
 * CONNECTED TO GRANITE PRIVATE
 NON-POTABLE WATER LOOP.

*** LEGEND ***

- SSMH @ SANITARY SEWER MANHOLE
- SSCO @ SANITARY SEWER CLEAN OUT
- FH @ EXISTING FIRE HYDRANT
- FH @ PROPOSED FIRE HYDRANT
- WM @ WATER METER
- WM @ WATER VAULT
- WV @ WATER VALVE
- GAS @ GAS LINE
- OE @ OVERHEAD ELECTRIC LINE
- UT @ UNDERGROUND TELEPHONE LINE
- W @ WATER LINE
- SS @ SANITARY SEWER LINE
- FSL @ FIRE SAFETY LINE
- (26) @ PARKING STALLS COUNT
- (Dotted Area) @ PROP. 24" FIRELANE, ACCESS AND UTILITY EASEMENT
- (Dotted Area) @ FIRE LANE, ACCESS AND UTILITY EASEMENT
- A.D. @



VICINITY MAP
N.T.S.



LOT 6, BLOCK B
 GRANITE PARK, PHASE III
 VOL. 2006, PG. 536
 P.R.C.C.T.
 ZONED: CB-1/SH. 121 OD/DNT OD
 W/SUP# 648 FOR AUTOMOBILE LEASING/RENTING
 USE: GENERAL OFFICE

LOT 5R, BLOCK B
 GRANITE PARK
 VOL. 2006, PG. 523
 P.R.C.C.T.
 4.47 ACRES
 (194,595 SQ.FT.)

LOT 4R, BLOCK B
 GRANITE PARK, PHASE III
 VOL. 2014, PG. 376
 P.R.C.C.T.
 5.67 ACRES
 (246,778 SQ.FT.)
 USE: LAKE/DRAINAGE FEATURES

LOT 3, BLOCK B
 GRANITE PARK
 CAB. N. PG. 468
 P.R.C.C.T.
 ZONED: CB-1/SH. 121 OD/DNT OD
 USE: RESTAURANT

LOT 2, BLOCK B
 GRANITE PARK
 CAB. O. PG. 326
 P.R.C.C.T.
 ZONED: CB-1/SH. 121 OD/DNT OD
 USE: MIXED (RETAIL-RESTAURANT)

LOT 1R, BLOCK B
 GRANITE PARK, PHASE III
 VOL. 2014, PG. 376
 P.R.C.C.T.
 ZONED: CB-1/SH. 121 OD/DNT OD
 USE: HOTEL

ITEM	LOT 5R	LOT 4R
GENERAL SITE DATA		
ZONING	CB-1	CB-1
LAND USE	RESTAURANT	VACANT
LOT AREA	4,467 ACRES (194,595 SQ.FT.)	5,665 ACRES (246,778 SQ.FT.)
BUILDING FOOTPRINT AREA	29,507 SQ.FT.	0
TOTAL PATIO AREA	14,376 SQ.FT.	0
TOTAL AREA USED IN PARKING CALCULATION	43,883 SQ.FT.	0
BUILDING HEIGHT	1	NA
BUILDING HEIGHT	40'-0"	NA
LOT COVERAGE	22.50%	0.00%
FLOOR AREA RATIO	0.225	NA
PARKING		
PARKING RATIO	1/100 S.F.	NA
REQUIRED PARKING	439	0
PROVIDED ON-SITE PARKING	233	0
PROVIDED OFF-SITE PARKING (LOT 3)	42	0
PROVIDED OFF-SITE PARKING (LOT 6)	34	0
REQUESTED PARKING REDUCTION	130	0
ACCESSIBLE PARKING REQUIRED	7	0
ACCESSIBLE PARKING PROVIDED	7	0
PARKING IN EXCESS OF 110% OF REQUIRED PARKING	0	0
LANDSCAPE AREA (INCLUDING TURF AREAS)		
LANDSCAPE EDGE AREA PROVIDED	9,908 SQ.FT.	NA
REQUIRED INTERIOR LANDSCAPE AREA (PARKING LOT LANDSCAPING)	1,968 SQ.FT.	NA
ADDITIONAL INTERIOR LANDSCAPE AREA PROVIDED	0	NA
OTHER LANDSCAPE AREA WITHIN THE LOT INCLUDING STORMWATER CONSERVATION AREAS	0	NA
TOTAL LANDSCAPE AREA	20,550 SQ.FT.	0
PERMEABLE AREA	0	NA
PERMEABLE PAVEMENT	0	NA
OTHER PERMEABLE AREA WITHIN THE LOT NOT INCLUDING LANDSCAPING OR TURF AREAS	0	NA
TOTAL PERMEABLE AREA	0	0
IMPERVIOUS AREA		
BUILDING FOOTPRINT AREA & OTHER IMPERVIOUS PLATWORK	56,061 SQ.FT.	0
AREA OF SIDEWALKS, PAVEMENT & OTHER IMPERVIOUS AREA	117,984 SQ.FT.	NA
TOTAL IMPERVIOUS AREA	174,045 SQ.FT.	0
SUM OF TOTAL LANDSCAPE AREA + TOTAL PERMEABLE AREA + TOTAL IMPERVIOUS AREA (SQUARE FEET)	194,595 SQ.FT.	NA
NOTE: SUMMIST EQUAL LOT AREA		
TOTAL IMPERVIOUS AREA	174,045 SQ.FT.	0
LESS BMP IMPERVIOUS AREA CREDIT	174,045 SQ.FT.	0
BILLABLE IMPERVIOUS AREA		
BILLABLE IMPERVIOUS AREA	174,045 SQ.FT.	0

Lot 5R, Block B has been granted a parking reduction by meeting the conditions of Subsection 16.1200 (Parking Reduction Program) of Article 16 (Parking and Loading) of Division 4 (Development Standards) of the Zoning Ordinance. Future alterations, if any, to Lot 3, Lot 5R, Lot 6 and/or Lot 7, Block B must comply with the terms of the approved Parking Reduction Program. Lot 5R Parking Easement showing allocation of parking spaces to Lot 5R shall be provided by plat.

SEE PAGE 2 FOR GENERAL NOTES
 THE PURPOSE OF THIS REVISED SITE PLAN IS TO SHOW THE BOARDWALK AND WALKWAY WITHIN LOT 4R.

ENGINEER: WIER AND ASSOCIATES, INC. 2201 E. LAMAR BLVD., STE. 200E ARLINGTON, TEXAS 76006
 CONTACT: RANDY EARDLEY SUITE 800 PH: (817) 467-7700 FAX: (817) 467-7713 RANDY@WIERASSOCIATES.COM

LOT 4R OWNER: GRANITE PARK ASSN, INC TOLLWAY/121 PARTNERS LTD. 5601 GRANITE PARKWAY SUITE 800 PLANO, TEXAS (972) 731-2800

LOT 5R OWNER: DAVID CUNNINGHAM 5601 GRANITE PARKWAY SUITE 600 PLANO, TEXAS (972) 731-2300

**GRANITE PARK PHASE III
 PRELIMINARY SITE PLAN
 BLOCK B, LOT 5R
 REVISED SITE PLAN
 BLOCK B, LOT 4R**

BEING 10.131 ACRES LOCATED IN THE SAMUEL H. BROWN SURVEY, ABSTRACT NO. 108, AND J. DODMAN SURVEY, ABSTRACT NO. 279, CITY OF PLANO, COLLIN COUNTY, TEXAS.

DATE OF PREPARATION: 12/29/2015

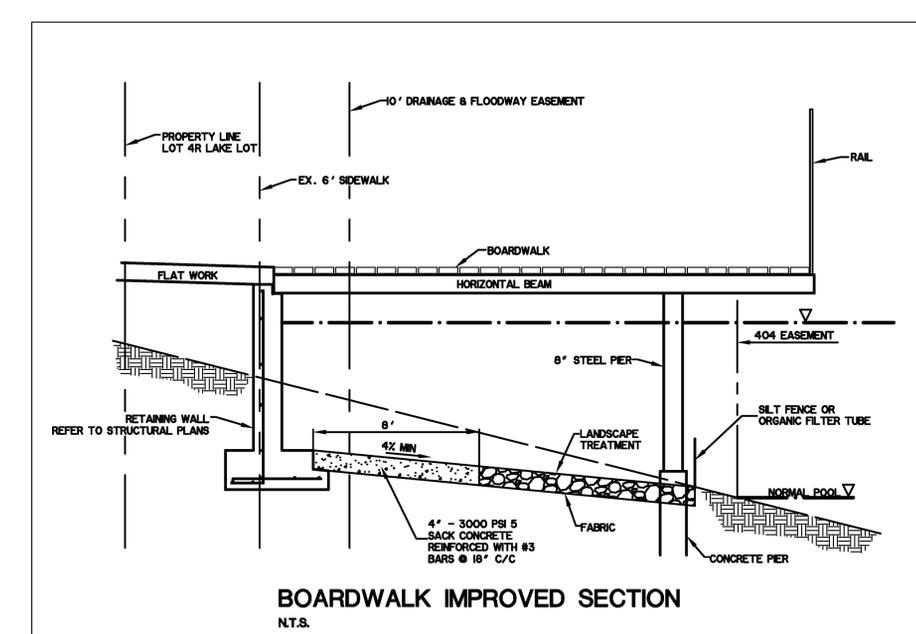
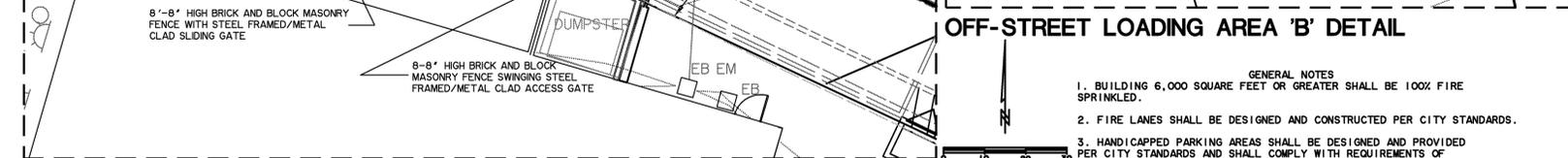
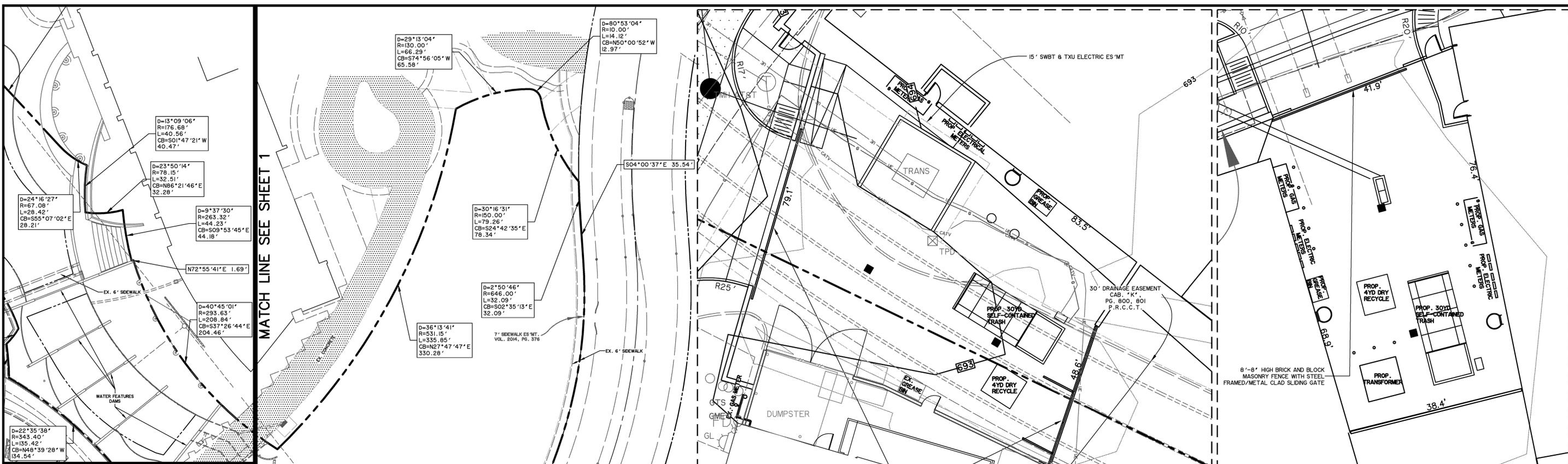
PREPARED BY:
WIA WIER & ASSOCIATES, INC.
 ENGINEERS SURVEYORS LAND PLANNERS
 2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700
 Texas Firm Registration No. F-2776 www.wierassociates.com
 Texas Board of Professional Land Surveying Registration No. 10033900

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MATCH LINE SEE SHEET 2

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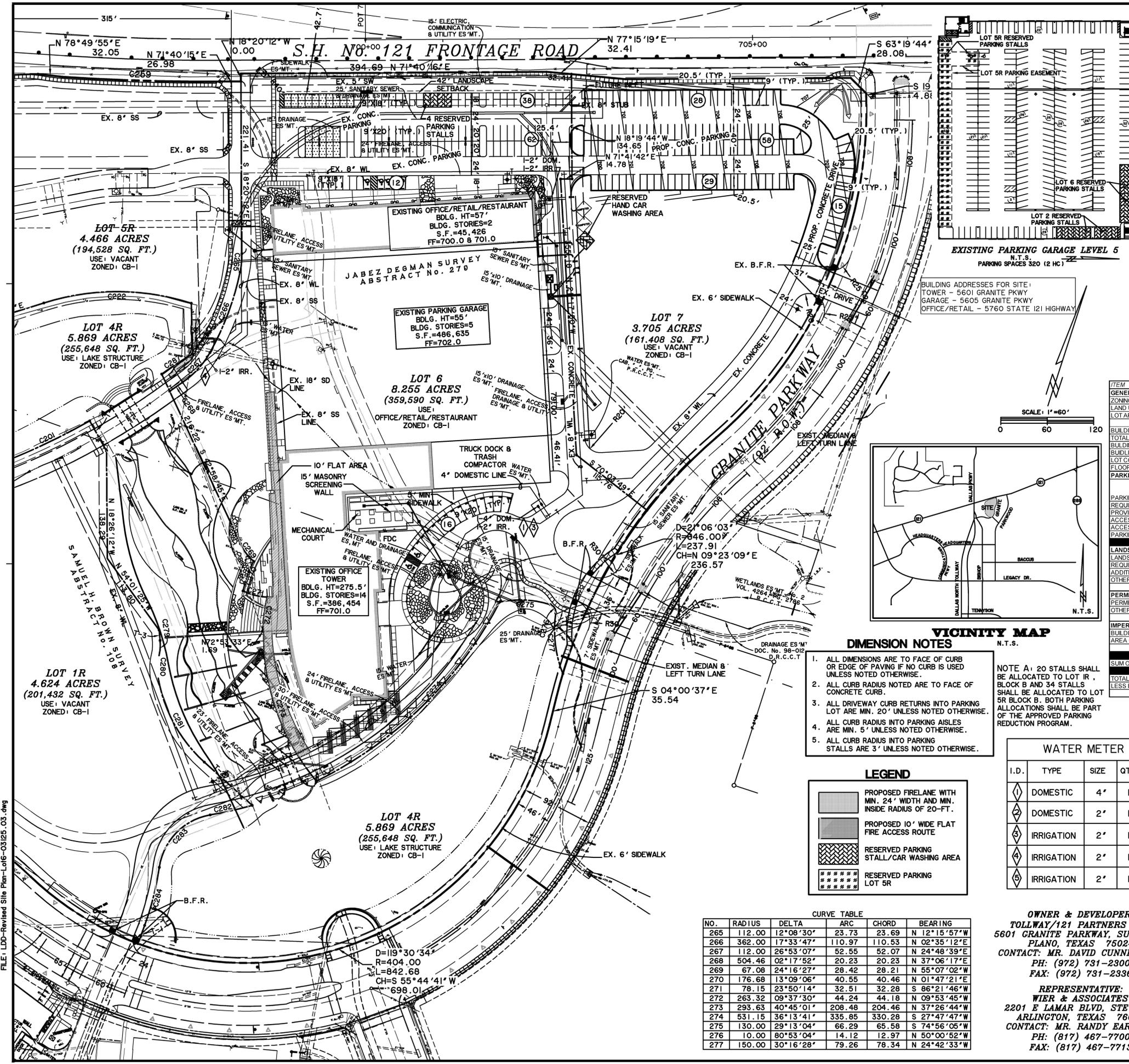
- GENERAL NOTES**
1. BUILDING 6,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED.
 2. FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS.
 3. HANDICAPPED PARKING AREAS SHALL BE DESIGNED AND PROVIDED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT, ADOPTED INTERNATIONAL BUILDING CODE.
 4. FOUR FOOT WIDE SIDEWALKS SHALL BE PROVIDED 2.5 FEET OFF OF THE PROPERTY LINE WITHIN THE RIGHTS-OF-WAY, UNLESS A SIDEWALK EASEMENT IS PROVIDED FOR A MEANDERING SIDEWALK OR AN ALTERNATIVE DESIGN IS APPROVED BY THE CITY. BARRIER-FREE RAMPS, PER CITY STANDARDS, SHALL BE PROVIDED ON SIDEWALKS AT ALL CURB CROSSINGS.
 5. MECHANICAL UNITS, DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 6. ALL SIGNAGE CONTINGENT UPON APPROVAL BY BUILDING INSPECTION DEPARTMENT.
 7. APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED.
 8. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 9. BUILDING FACADES WITHIN THIS DEVELOPMENT SHALL BE COMPATIBLE, AS PROVIDED IN THE RETAIL CORNER DESIGN GUIDELINES.
 10. OUTDOOR LIGHTING SHALL COMPLY WITH ILLUMINATION STANDARDS WITHIN SECTION 6-466 OF THE CODE OF ORDINANCES.
 11. PLEASE CONTACT BUILDING INSPECTION DEPARTMENT TO DETERMINE THE TYPE OF CONSTRUCTION AND OCCUPANCY GROUP.
 12. ALL ELECTRICAL TRANSMISSION, DISTRIBUTION AND SERVICE LINES MUST BE UNDERGROUND WHERE REQUIRED.
 13. USES SHALL CONFORM IN OPERATION, LOCATION AND CONSTRUCTION TO THE FOLLOWING PERFORMANCE STANDARDS IN SECTION 5-1300 OF THE ZONING ORDINANCE: NOISE, SMOKE AND PARTICULATE MATTER, ODOROUS MATTER, FIRE OR EXPLOSIVE MATERIAL, TOXIC AND NOXIOUS MATTER, VIBRATION, AND/OR OTHER PERFORMANCE STANDARDS.

ENGINEER: WIER AND ASSOCIATES, Inc. 2201 E. LAMAR BLVD., STE. 200E ARLINGTON, TEXAS 76006 CONTACT: RANDY EARDLEY PH: (817) 467-7700 FAX: (817) 467-7713 RANDYE@WIERASSOCIATES.COM	LOT 4R OWNER: GRANITE PARK ASSN, INC 5601 GRANITE PARKWAY SUITE 800 PLANO, TEXAS (972) 731-2300	LOT 5R OWNER: DAVID CUNNINGHAM PARTNERS LTD. DAVID CUNNINGHAM 5601 GRANITE PARKWAY SUITE 800 PLANO, TEXAS (972) 731-2300
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**GRANITE PARK PHASE III
PRELIMINARY SITE PLAN
BLOCK B, LOT 5R
REVISED SITE PLAN
BLOCK B, LOT 4R**

BEING 10.131 ACRES LOCATED IN THE SAMUEL H. BROWN SURVEY, ABSTRACT No. 108, AND J. DODMAN SURVEY, ABSTRACT No. 278, CITY OF PLANO, COLLIN COUNTY, TEXAS.

DATE OF PREPARATION: 12/29/2015
PREPARED BY:
WIA WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700
Texas Firm Registration No. F-2776 www.WierAssociates.com
Texas Board of Professional Land Surveying Registration No. 10033900



GENERAL NOTES

- BUILDINGS 6,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED.
- FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS.
- HANDICAPPED PARKING AREAS SHALL BE DESIGNED AND PROVIDED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT, ADOPTED INTERNATIONAL BUILDING CODE.
- FOUR-FOOT OR WIDER SIDEWALKS SHALL BE PROVIDED 2.5 FEET OFF OF THE PROPERTY LINE WITHIN THE RIGHTS-OF-WAY, UNLESS A SIDEWALK EASEMENT IS PROVIDED FOR A MEANDERING SIDEWALK OR AN ALTERNATIVE DESIGN IS APPROVED BY THE CITY. BARRIER-FREE RAMPS, PER CITY STANDARDS, SHALL BE PROVIDED ON SIDEWALKS AT ALL CURB CROSSINGS.
- MECHANICAL UNITS, DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- ALL SIGNAGE CONTINGENT UPON APPROVAL BY BUILDING INSPECTION DEPARTMENT.
- APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- BUILDING FACADES WITHIN THIS DEVELOPMENT SHALL BE COMPATIBLE, AS PROVIDED IN THE RETAIL CORNER DESIGN GUIDELINES.
- OUTDOOR LIGHTING SHALL COMPLY WITH ILLUMINATION STANDARDS WITHIN SECTION 6-466 OF THE CODE OF ORDINANCES.
- PLEASE CONTACT THE BUILDING INSPECTION DEPARTMENT TO DETERMINE THE TYPE OF CONSTRUCTION AND OCCUPANCY GROUP.
- ALL ELECTRICAL TRANSMISSION, DISTRIBUTION, AND SERVICE LINES MUST BE UNDERGROUND WHERE REQUIRED. (INCLUDES S.H. 121)
- USES SHALL CONFORM IN OPERATION, LOCATION, AND CONSTRUCTION TO THE FOLLOWING PERFORMANCE STANDARDS IN ARTICLE 24 OF THE ZONING ORDINANCE: NOISE, SMOKE AND PARTICULATE MATTER, ODOROUS MATTER, FIRE OR EXPLOSIVE MATERIAL, TOXIC AND NOXIOUS MATTER, VIBRATION AND/OR OTHER PERFORMANCE STANDARDS.

FIRE PROTECTION NOTES

- FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS.
- FIRE DEPARTMENT CONNECTION SHALL BE WITHIN 100 FEET TO A FIRE HYDRANT.
- FIRE HYDRANT SPACING SHALL BE 300 FEET MAXIMUM ALONG ALL FIRE LANES AND APPROVED ROADWAYS.
- ALL POINTS ALONG THE EXTERIOR WALLS SHALL BE WITHIN 150 FEET OF A FIRE LANE OR APPROVED ROADWAY.
- BUILDINGS 6,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE BUILDING INSPECTION AND FIRE DEPARTMENTS.

F. F. ELEV. NOTE

FINISHED FLOOR ELEVATION SHOWN HEREON ARE PRELIMINARY ONLY. FINAL F.F. ELEVATIONS TO BE DETERMINED BY FINAL GRADING CONSTRUCTION PLANS.

ANTICIPATED TREE LOSS

NO EXISTING TREES ON THIS SITE.

SITE NOTES

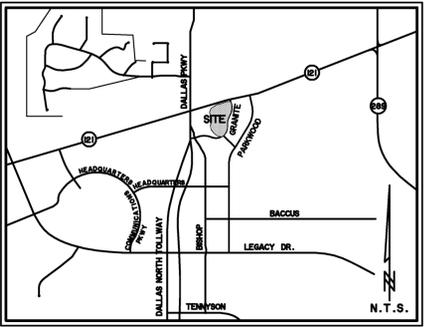
- REFUSE, RECYCLE, AND COMPACTOR CONTAINERS SHALL BE ENCLOSED ON THREE SIDES WITH MASONRY WALL CONSTRUCTION FINISHED TO MATCH THE MAIN BUILDING(S).
- DUMPSTER ENCLOSURES THAT FACE ROADWAY SHALL HAVE METAL GATES.

NOTE: SUBJECT TO FAA APPROVAL AT TIME OF SITE PLAN APPROVAL.

EXISTING PARKING GARAGE LEVEL 5
N.T.S.
PARKING SPACES 320 (2 HC)

BUILDING ADDRESSES FOR SITE:
TOWER - 5601 GRANITE PKWY
GARAGE - 5605 GRANITE PKWY
OFFICE/RETAIL - 5760 STATE 121 HIGHWAY

ITEM	LOT 6	LOT 7
GENERAL SITE DATA		
ZONING	CB-1	CB-1
LAND USE	GENERAL OFFICE	VACANT
LOT AREA	359,590 S.F. (8,255 AC)	161,408 S.F. (3,705 AC)
BUILDING FOOTPRINT AREA		
TOTAL BUILDING AREA	Tower 41,597 SF Retail/Office 22,713 SF Garage 81,105 SF	0
BUILDING HEIGHT (# STORIES)	14, 2, 5	0
BUILDING HEIGHT (FEET)	275.5', 57', 55'	0
LOT COVERAGE	17% (Does not include garage SF)	N/A
FLOOR AREA RATIO	1.2:1 (Does not include garage SF)	N/A
PARKING		
PARKING RATIO	375,848/300	22,713/300
REQUIRED PARKING	1,253	76
PROVIDED PARKING	1,530	67
ACCESSIBLE PARKING REQUIRED	29 Spaces (5 Van)	29 Spaces (5 Van)
ACCESSIBLE PARKING PROVIDED	30 Spaces (5 Van)	38 Spaces (5 Van)
PARKING IN EXCESS OF 110% OF REQUIRED PARKING	277	111
LANDSCAPE AREA (INCLUDING TURF AREAS)		
LANDSCAPE EDGE AREA PROVIDED	5,125 SF	0
REQUIRED INTERIOR LANDSCAPE AREA	1,184 SF	1,016 SF
ADDITIONAL INTERIOR LANDSCAPE AREA PROVIDED	0	0
OTHER LANDSCAPE AREA WITHIN THE LOT	0	0
TOTAL LANDSCAPE AREA (SQUARE FEET)	6,309 SF	1,016 SF
PERMEABLE AREA		
PERMEABLE PAVEMENT	0	0
OTHER PERMEABLE AREA WITHIN THE LOT	209,165 SF	0
TOTAL PERMEABLE AREA (SQUARE FEET)	209,165 SF	0
IMPERVIOUS AREA		
BUILDING FOOTPRINT AREA	41,597 SF	22,713 SF
AREA OF IMPERVIOUS FLATWORK	38,701 SF	81,105 SF
TOTAL IMPERVIOUS AREA	80,298 SF	103,818 SF
SUM OF TOTAL LANDSCAPE, PERMEABLE & IMPERVIOUS AREA	359,590 SF	1,016 SF
TOTAL IMPERVIOUS AREA	144,116 SF	0
LESS BMP IMPERVIOUS AREA CREDIT	144,116 SF	0
BILLABLE IMPERVIOUS AREA	144,116 SF	0



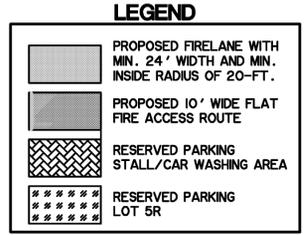
DIMENSION NOTES

- ALL DIMENSIONS ARE TO FACE OF CURB OR EDGE OF PAVING IF NO CURB IS USED UNLESS NOTED OTHERWISE.
- ALL CURB RADIUS NOTED ARE TO FACE OF CONCRETE CURB.
- ALL DRIVEWAY CURB RETURNS INTO PARKING LOT ARE MIN. 20' UNLESS NOTED OTHERWISE.
- ALL CURB RADIUS INTO PARKING AISLES ARE MIN. 5' UNLESS NOTED OTHERWISE.
- ALL CURB RADIUS INTO PARKING STALLS ARE 3' UNLESS NOTED OTHERWISE.

NOTE A: 20 STALLS SHALL BE ALLOCATED TO LOT 1R, BLOCK B AND 34 STALLS SHALL BE ALLOCATED TO LOT 5R BLOCK B. BOTH PARKING ALLOCATIONS SHALL BE PART OF THE APPROVED PARKING REDUCTION PROGRAM.

WATER METER SCHEDULE

I.D.	TYPE	SIZE	QTY.	SAN. SEWER	REMARKS
1	DOMESTIC	4"	1	8"	EXISTING
2	DOMESTIC	2"	1	8"	EXISTING
3	IRRIGATION	2"	1	N.A.	EXISTING
4	IRRIGATION	2"	1	N.A.	EXISTING
5	IRRIGATION	2"	1	N.A.	EXISTING



CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
265	112.00	12°08'30"	23.73	23.69	N 12°15'57"W
266	362.00	17°33'47"	110.97	110.53	N 02°35'12"E
267	112.00	26°53'07"	52.55	52.07	N 24°48'39"E
268	504.46	02°17'52"	20.23	20.23	S 37°06'17"E
269	67.08	24°16'27"	28.42	28.21	S 55°07'02"W
270	176.68	13°09'06"	40.55	40.46	N 01°47'21"E
271	78.15	23°50'14"	32.51	32.28	S 86°21'46"W
272	263.32	09°37'30"	44.24	44.18	N 09°53'45"W
273	293.63	40°45'01"	208.48	204.46	S 37°26'44"W
274	531.15	36°13'41"	335.85	330.28	S 27°47'47"W
275	130.00	29°13'04"	66.29	65.58	S 74°56'05"W
276	10.00	80°53'04"	14.12	12.97	N 50°00'52"W
277	150.00	30°16'28"	79.26	78.34	N 24°42'33"W

OWNER & DEVELOPER:
TOLLWAY/121 PARTNERS LTD.
5601 GRANITE PARKWAY, SUITE 800
PLANO, TEXAS 75024
CONTACT: MR. DAVID CUNNINGHAM
PH: (972) 731-2300
FAX: (972) 731-2336

REPRESENTATIVE:
WIER & ASSOCIATES
2201 E LAMAR BLVD, STE 200E
ARLINGTON, TEXAS 76006
CONTACT: MR. RANDY EARDLEY
PH: (817) 467-7700
FAX: (817) 467-7713

REVISED SITE PLAN GRANITE PARK PHASE III ADDITION

BLOCK B, LOT 6 & 7
AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS AND BEING 8.255 ACRES OF LAND LOCATED IN THE SAMUEL H. BROWN SURVEY, ABSTRACT No. 108 AND THE JABEZ DEGMA SURVEY, ABSTRACT No. 279, CITY OF PLANO, COLLIN COUNTY, TEXAS.

PREPARED BY:
WIA WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
2201 E LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700
Texas Firm Registration No. F-2776 www.WierAssociates.com
DATE: 12-29-2015
W.A. No. 03125.04



WIER & ASSOCIATES, INC.

ENGINEERS
SURVEYORS
LAND PLANNERS

December 29, 2015

PRINCIPALS
JOHN P. WIER, P.E., R.P.L.S.
ULYS LANE III, P.E., R.P.L.S., CFM
CARLO SILVESTRI, P.E.
GREGG MADSEN, R.P.L.S.

SENIOR ASSOCIATES
PHILIP L. GRAHAM, P.E.
JAKE H. FEARS, P.E., LEED AP

ASSOCIATES
TOBY W. RODGERS
CASEY D. YORK
RANDY S. EARDLEY, P.E.

Ms. Erica Marohnic, AICP
Senior Planner
City of Plano Planning Department
1520 K Avenue Suite 250
Plano, Texas 75074

**RE: W&A# 03125.04 – LOT 5R, BLOCK B, GRANITE PARK III PARKING
REDUCTION PROGRAM**

Dear Ms. Marohnic,

On behalf of Tollway/121 Partners Ltd., we request approval of the below parking Reduction Program for Lot 5R, Block B Granite Park.

Granite Park Background

Granite Park is a Mixed-Use Office and Retail Complex at the SE Corner of the Dallas North Tollway and State Highway 121. Granite Park is owned and managed by Granite Properties, Inc. The overall area of Granite Park consists of 68 net developable acres after roadway and drainage mitigation areas were dedicated. Currently Granite Park is approximately 65% Built-Out. At Full Build out the entirety of Granite Park will include approximately 3,000,000 SF of Class "A" Office, a 299 Room Full Service 4 Star Hilton/Conference Center Hotel, approximately 71,100 SF of Retail/Restaurant Space and approximately 44,000 SF of 2nd Story Professional Office Space. In addition to these buildings a Day Care Center Building and Limited Service Hotel sites were sold and have been developed and opened for business under separate ownership.

Granite Park was started in January 1997 and estimated completed build-out of Granite Park is 2022. Granite Park carries CB-1 Zoning and all development has been completed under that zoning.

Block B of Granite Park is the center of the park and contains Granite's headquarters building (Block B, Lot 6, Granite Park Phase III) as well as the hotel and the retail and restaurant amenities for the park. Currently all uses within Block "B" self-park per City of Plano Ordinance except for 20 parking spots that are located in the Granite Park III Garage in favor of the Lot 1R Hilton Hotel. The Future Office Buildings in Block B of Granite Park III will be parked per the ordinance or greater as is "Market Custom".



2201 E. LAMAR BLVD., SUITE 200E
ARLINGTON, TEXAS 76006-7440
(817) 467-7700
FAX (817) 467-7713



121 S. MAIN ST.
HENDERSON, TEXAS 75654-3559
(903) 722-9030
FAX (817) 549-5410

Summary of Request

Subsection 16.1200 (Parking Reduction Program) of Article 16 (Parking and Loading) of Division 4 (Development Standards) of the Zoning Ordinance allows applicants to request approval for the reduction of required parking, subject to approval of a preliminary site plan by the Planning & Zoning Commission. Developments meeting the criteria in Section 16.1200 may be granted a reduction between 5% -30% of the parking spaces required.

Granite Park Properties requests a 30% reduction of required parking for Lot 5R, Block B in Granite Park. Lot 5R requires 439 parking stalls and has 309 available parking stalls (233 on-site, 42 allocated from Lot 3, Block B and 34 allocated from Lot 6, Block B). Off-site parking will be allocated by site plan and Parking and Access Agreements filed of record with the county.

Lot 5R, Block B, Granite Park, The Boardwalk

The plan for the Boardwalk Restaurant Cluster on Block B, Lot 5R will add 6 restaurants, outdoor public space and 233 parking spaces within Lot 5R. The total required parking for the Boardwalk is 439 spaces which includes 295 spaces for the interior space of the restaurants and 144 spaces for outdoor patio dining. Lot 5R will utilize off-street and off-site parking from existing parking from Lot 3 (42 spaces) and Lot 6 (34 spaces). The utilized spaces are allocated to Lot 5R by notation on substantially conforming site plans for Lot 3 and Revised Site Plan for Lot 6 as well as a binding Parking and Access Easement Agreement granting use of these off-site parking spaces. Said Parking and Access Easement Agreement will be executed and filed of record with the county prior to request of a Certificate of Occupancy for the Lot 5R Boardwalk Restaurant Cluster.

Baseline Parking Assessment

According to Section 16.700, Off Street parking Schedule, of the City's Zoning Ordinance, the proposed Boardwalk Restaurant Cluster on Block B, Lot 5R is required to provide one space per 100 square feet of floor area for restaurant and restaurant patio use or 439 parking spaces. There are currently planned 233 on-site parking stalls, 42 off-site stalls from Lot 3, Block B and 34 off-site stalls from Lot 6, Block B. Both Lots 3 and Lot 6 are immediately adjacent to Lot 5R.

Total Parking Required Lot 5R =	439 spaces
Total Parking Provided Lot 5R =	309 spaces
Total Parking Reduced	= 130 spaces (29.61%)

Baseline Parking Assessment Table

Lot	Parking Calculation	Parking Metric	Parking Required	On-Site Parking Provided	Shortage or Designated Parking	Notes
Lot 1R	1.25/ Room	299 Rooms	374	354	-20	
		Total Lot 1R	374	354	-20	Designated from Lot 6
Lot 3	Restaurant 1/100 SF	7,701 SF	77	119	42	
		Total Lot 3	77	119	42	Designated to Lot 5R
Lot 5R	Restaurant 1/100 SF	29,507 SF	295	233	-206	
	Restaurant Patio 1/100 SF	14,376 SF	144			
		Total Lot 5R	439	233	-206	Designated from Lot 3, Lot 6 and Parking Reduction Program
Lot 6	Office Tower 1/300 SF	375,848 SF	1253	1530	54	
	Professional Office 1/300 SF	22,713 SF	76			
	Retail 1/200 SF	13,319 SF	67			
	Restaurant 1/100 SF	6,814 SF	69			
	Auto rental 1/stored vehicle 1/employee	8 stored vehicles 3 employees	11			
		Total Lot 6	1476	1530	54	Designated to Lot 1R and Lot 5R
Lot 7	vacant surface parking*			130		
		Total Lot 7		130		
Total 1R, 3, 5R & 6			2366	2236	-130	
Total 1R, 3, 5R, 6 & 7						
Future			2366	2366	0	

* if warranted per the terms of the Parking Reduction Program

Estimated Actual Demand

During the weekday lunch period, the majority users of the restaurants on Lot 5R are estimated to be tenants at Granite Park (Blocks A, B and C) and they walk to lunch. Since many of the lunch period users are expected to be tenants of Granite Park, customers traveling to Granite Park Boardwalk Restaurants are estimated to have the majority of the surface parking at their disposal therefore we do not anticipate any daytime shortfall of parking spaces at Granite Park's restaurants.

Granite Park Restaurants are anticipated to be a destination during nights and weekends, when parking for the Boardwalk would be expected to be at peak, customers would have access to the surface parking on Lot 5R, a portion of the surface parking on the westerly adjacent Lot 3 and the entirety of the Granite Park III, Block B, Lot 6 garage will be open, unrestricted and available for use by the Boardwalk and all other restaurants within Granite Park.

The easterly adjacent GPIII Office Tower (Lot 6) facilities are 98% leased and utilize roughly 770 parking stalls of the available 1530 at a peak hour of peak day from observations and actual parking usage every day from January 26 to February 6, 2015. This was part of a parking study the owner commissions on an annual basis for all the properties within Granite Park. These observations of actual demands show that the site has a significant amount of unused parking spaces, even during the busiest site activity.

Preliminary Site Plan

The accompanying Preliminary Site Plan for Lot 5R as well as Substantially Conforming Site Plans for Lot 3 and Revised Site Plan for Lots 6 and 7, identify Lot 5R's use of 76 total off-site parking spaces, use of the Lot 6 parking garage and makes reference to this parking reduction program by note. Due to the fact that at any given peak hour there are over 600 unused parking spaces in the Lot 6 garage, based on actual observation, we request a reduction in the actual parking provided by 30%. Should the site demands warrant the 130 parking spaces be provided, they would be placed on the vacant Lot 7 east of the adjacent Lot 6 garage that is planned for an additional office tower and allocated as off-site parking per the current zoning ordinance. Providing the additional 130 parking spaces on Lot 7 would cost approximately \$295,500. This surface lot would be removed upon development and construction of the future office tower and the parking would be relocated to the tower structural parking garage. The land the surface lot would initially be constructed on prior to the construction of the office tower and parking garage is owned and controlled by the same owner.

Parking Management Plan

A parking management plan is not required. The parking overflow of Lot 5R will consist of utilizing the documented unused parking spaces available in the Lot 6 parking garage. During night and weekend peak hours and peak events, a central valet station will park Boardwalk users. The Lot 6 garage is immediately adjacent to the Boardwalk project and is within walking distance. Based on the observations of the Lot 6 parking garage, at any peak hour there are over 600 unused parking spaces available.

Estimate of Overflow Parking Impact

The potential impact of parking exceeding the estimated actual demand will be mitigated through the use of self parking and valet parking within the adjacent Lot 6 parking garage. A parking and access agreement will be entered into and recorded of public record to allow for the parking in the Lot 6 garage.

Performance Agreement

The owner agrees to enter into a Performance Agreement which would assure the City that the additional parking will be provided, if warranted, in the future based on further required observations. The agreement shall identify the reduction of 30% required parking or 130 parking spaces and shall commence upon issuance of a Certificate of Occupancy for the Lot 5R Boardwalk Restaurants. The owner shall also provide, upon written request, a copy of an annual parking demand monitoring report for Lots 3, 5R and 6. Penalties for failure to comply with any of the above mentioned considerations shall be in accordance with Section 1.700 Penalties and Violations of the Zoning Ordinance.

Notation on Final Plat and Site Plan

A note shall be placed on the Final Plat and Site Plan for Lot 5R as well as the Substantially Conforming Site Plans of Lots 3 and Revised Site Plan Lots 6 and 7. Said note shall read as follows:

"Lot 5R has been granted a parking reduction by meeting the conditions of Subsection 16.1200 (Parking Reduction Program) of Article 16 (Parking and Loading) of Division 4 (Development Standards) of the Zoning Ordinance. Future alterations, if any, to Lot 3, Lot 5R, Lot 6 and/or Lot 7, Block B must comply with the terms of the approved Parking Reduction Program."

Thank you for your consideration of the Parking Reduction Program for Lot 5R, Block B. Please contact me at 817-467-7700 with any questions.

Very truly yours,

Randy Eardley, P.E.
Associate, Project Manager

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT (this "**Agreement**") is effective as of January ___, 2016 by and among (i) GPI Boardwalk, LP, a Texas limited partnership ("**Lot 5R Owner**"), (ii) Tollway-121 Partners, Limited, a Texas limited partnership ("**Lot 7 Owner**"), (iii) Granite Properties, Inc., a Delaware corporation ("**Developer**"; collectively with Lot 5R Owner and Lot 7 Owner, the "**Developer Parties**" and each a "**Developer Party**"), and (vi) the City of Plano, a Texas municipal corporation ("**City**").

RECITALS:

A. Developer, by and through Lot 3 Owner, Lot 5R Owner, Lot 6 Owner, and Lot 7 Owner and other special purpose entities, owns and manages the mixed-use office, retail, and hotel development known as "Granite Park" located generally at the southeast corner of the Dallas North Tollway and State Highway 121 (the "**Development**");

B. Lot 5R Owner is special purpose entity owned and controlled by Developer that owns Lot 5R, Block B ("**Lot 5R**") as described Granite Park Phase III, Block B, Lot 5R, Collin County, Texas and depicted as "Lot 5R" on the preliminary site plan attached hereto as Exhibit A (the "**Site Plan**"); Tollway-121 Restaurants, LTD is special purpose entity controlled by Developer that owns Lot 3, Block B ("**Lot 3**") as described Granite Park Phase III, Block B, Lot 3, Collin County, Texas and depicted as "Lot 3" on the Site Plan; Granite Park III, LTD is special purpose entity controlled by Developer that owns Lot 6, Block B ("**Lot 6**") as described Granite Park Phase III, Block B, Lot 6, Collin County, Texas and depicted as "Lot 6" on the Site Plan; and Lot 7 Owner is special purpose entity controlled by Developer that owns Lot 7, Block B ("**Lot 7**") as described Granite Park Phase III, Block B, Lot 7, Collin County, Texas and depicted as "Lot 7" on the Site Plan.

C. Developer intends to construct approximately 29,507 square feet of restaurant space and 14,376 of restaurant patio space on Lot 5R in a development to be known as "The Boardwalk" (the "**Project**");

D. Section 16.700 (Off-Street Parking Schedule) of Article 16 (Parking and Loading of the Plano Zoning Ordinance (as amended, the "**Zoning Ordinance**") requires Lot 5R Owner to provide one (1) space for every one 100 square feet of floor area for a restaurant;

E. Under Section 16.700 of the Zoning Ordinance, Lot 5R Owner is required to construct 439 parking spaces (295 for in connection with the restaurant space; 144 in connection with the restaurant patio space) for the Project on Lot 5R;

F. Section 16.1200 of the Zoning Ordinance permits owners to request approval for the reduction of up to 30% of the required parking spaces under the Zoning Ordinance with the recommended approval of the Planning & Zoning Commission and approval of the City Council;

G. Developer has applied for a reduction and deferral of 130 parking spaces, or 29.61% of the parking spaces required under the Zoning Ordinance, with respect to the Project,

and in connection with such reduction has agreed to cause Lot 3 Owner and Lot 6 Owner to provide for additional off-site parking in connection with the Project and cause Lot 7 Owner to construct additional off-site parking in the event the additional parking is required by the City as a result of increased parking demand.

H. The City Council has determined that the proposed deferral of required parking spaces satisfies the requirements provided in Section 16.1200 of the Zoning Ordinance and has approved Developer's application for a reduction of the parking spaces.

I. In accordance with Section 16.1200.5.F, Developer Parties and City desire to enter into this Agreement to allow for the reduction the parking spaces required under the Zoning Ordinance and deferral of constructing additional parking spaces to satisfy Section 16.700 of the Zoning Ordinance until demand for a greater number of parking spaces exists.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and the agreements in this Agreement, Developer Parties and City hereby agree as follows:

1. Parking Reduction and Deferral. Subject to the terms and conditions contained herein, City hereby permits Developer and Lot 5R Owner to (i) defer the construction of up to 130 parking spaces on Lot 5R (the "**Deferred Parking Spaces**") in connection with the development and construction of the Project and (ii) construct 233 parking spaces on Lot 5R and enter into parking easement agreements with Lot 3 Owner for the use of 42 parking spaces on Lot 3 and with Lot 6 Owner for the use of 34 parking spaces on Lot 6, for a total number of parking spaces allocated to Lot 5R equal to 309 (the "**Parking Easement Agreements**"), all in full satisfaction of the parking requirements under the Zoning Ordinance for the Project. Developer shall (i) cause the parking spaces allocated to Lot 5R to be noted on the final plat and site plan for Lot 5R and the substantially conforming site plan and replat for Lot 3, revised site plan and replat Lot 6, and (ii) deliver copies of the recorded Parking Easement Agreements to the City prior to and as a condition of Lot 5R Owner's receipt of a certificate of occupancy for the Project.

2. Annual Parking Demand Monitoring Required. Upon request by the City, Developer, at its sole cost and expense, shall provide annual parking demand monitoring reports that will note any changes in demand for additional parking (each a "**Parking Report**").

3. Parking Management Plan. In the event a Parking Report and/or other observations by City of the parking usage for the Project reasonably show that the demand for parking at peak hours consistently exceeds the number of parking spaces allocated to Lot 5R, the City may require Developer to establish and implement a parking management plan reasonably acceptable to the City (the "**Parking Management Plan**"). The elements of the Parking Management Plan will include the utilization of a valet service, remote parking areas within the Development, and complementary hours of the peak demand for the restaurant and office uses in

the Development. Developer Parties and the City acknowledge and agree that a Parking Management Plan is not currently required.

4. Construction of Deferred Parking Spaces. In the event a Parking Report and/or other observations by the City of the parking usage for the Project reasonably show that the demand for parking at peak time consistently exceeds the number of parking spaces allocated to Lot 5R and the Parking Management Plan has not adequately addressed the excess parking space demand for Lot 5R, the City shall provide written notice of the same to Developer and shall meet and confer with Developer regarding potential solutions to the excess parking demand within the existing surface and/or structured parking garages within the Development. In the event the Developer and the City are unable to reasonably agree upon a solution to the excess parking demand for Lot 5R that involves the utilization of existing surface and/or structured parking garages within the Development including use of excess parking spaces within the existing parking garage on Lot 6, the City shall have the right to require Lot 7 Owner, at its sole cost and expense, to construct (a) initially, a surface parking lot on Lot 7 prior to the development of Lot 7 and (b) thereafter, a structured parking garage, if, as and when Lot 7 is developed with an office tower, in either instance providing a number of parking spaces not to exceed the number of Deferred Parking Spaces and enter into a Parking Easement Agreement with Lot 5R Owner; provided, however, that Lot 7 Owner reserves the right to determine, as approved by the City, the location and impose reasonable rules and regulations with respect to the usage of the Deferred Parking Spaces on Lot 7 and shall have the ability to relocate the Deferred Parking Spaces, as approved by the City, in order to accommodate the construction of improvements on Lot 7.

5. Penalties for Noncompliance. Developer acknowledges that this Agreement shall be revoked for failure to comply with stated terms of this Agreement and that Developer Parties may be subject to fines imposed under Section 1.700 (Violations & Penalties) of Article 1 (Legal Framework) of the Zoning Ordinance for such non-compliance.

6. Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered.

City: City of Plano
Planning Department
1520 K Avenue, Suite 250
Plano, Texas 75074
Attention: Eric Hill
Email: erich@plano.gov

With a copy to:

City of Plano
City Attorney's Office

1520 K Avenue, Suite 340
Plano, Texas 75074
Attn: Paige Mims
Email: paigem@plano.gov

Developer
Parties:

Granite Properties, Inc.
5601 Granite Parkway, Suite 800
Plano, Texas 75024
Attention: David Cunningham
Email: dcunningham@graniteprop.com

With a copy to:

Munsch Hardt Kopf & Harr, P.C.
500 N. Akard Street, Suite 3800
Dallas, Texas, 75201
Attention: Glenn Callison
Email: gcallison@munsh.com

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or written or oral agreements between the parties concerning the subject matter of this Agreement.

8. Interpretation. This Agreement will be construed and interpreted under the laws of the State of Texas and all obligations of the parties hereunder are performable in the county in which the Property is located. Developer Parties and City acknowledge that legal counsel for both parties participated in the preparation and negotiation of this Agreement and the parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement or any amendments to this Agreement. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, and vice versa, unless the context requires otherwise. Use of the words “include” and “including” are intended as an introduction to illustrative matters and not as a limitation.

9. Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective parties. Developer Parties may assign this Agreement to a successor-in-interest in and to either Lots 3, 5R or Lot 7; provided, however that no Developer Party shall be released from this Agreement unless and until the assignee expressly assumes the obligations under this Agreement and Developer Parties have delivered written notice of such assignment to the City, together with the instrument effectuating the same.

10. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

11. Article and Section Headings. The captions used in connection with Articles and Sections of this Agreement are for convenience only and will not be deemed to construe or limit the meaning of the language of this Agreement.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

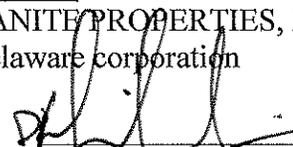
SIGNATURE PAGES FOLLOW

This Agreement has been executed as of the day and date set forth above.

DEVELOPER PARTIES:

Developer

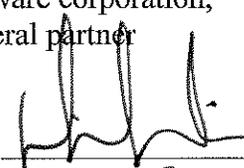
GRANITE PROPERTIES, INC.
a Delaware corporation

By: 
Name: DAVID R. CUNNINGHAM
Its: DIRECTOR, DEVELOPMENT & CONSTRUCTION

Lot 5R Owner

GPI BOARDWALK, LP,
a Texas limited partnership

By: Granite Properties, Inc.,
a Delaware corporation,
its general partner

By: 
Name: DAVID R. CUNNINGHAM
Its: DIRECTOR, DEVELOPMENT & CONSTRUCTION

Lot 7 Owner

TOLLWAY-121 PARTNERS, LIMITED,
a Texas limited partnership

By: Granite Properties, Inc.,
a Delaware corporation,
its general partner

By: 
Name: Gregory P. Keller
Its: COO

This Agreement has been executed as of the day and date set forth above.

CITY:

CITY OF PLANO, TEXAS

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

_____, City Attorney

EXHIBIT A

PRELIMINARY SITE PLAN

DR



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:		1/11/2016			
Department:		Public Works			
Department Head		Gerald P. Cosgrove			
Agenda Coordinator (include phone #): Tiffany Stephens x4264					
CAPTION					
<p>A Resolution of the City of Plano, Texas, authorizing the filing of a grant application for regional funds in an amount not to exceed \$120,000 for a Waste Characterization and Recycling Behaviors Study through the North Central Texas Council of Governments; certifying that the City's matching share is readily available; designating the Director of Public Works, or his authorized designee, as authorized representative of the City of Plano for the purpose of giving required assurances acting in connection with said application and providing required information; and providing an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-16;2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	60,000	60,000	120,000
Encumbered/Expended Amount		0	-60,000	0	-60,000
This Item		0	0	-60,000	-60,000
BALANCE		0	0	0	0
FUND(S): SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND					
<p>COMMENTS: : The grant contract, if approved, provides matching revenue at an estimated FY 2016-17 amount of \$60,000 from North Central Texas Council of Governments (NCTCOG), while funds for FY 2015-16 have been identified in the amount of \$60,000 to complete the solid waste plan not to exceed \$120,000 in total.</p> <p>STRATEGIC PLAN GOAL: Accepting grants for partially funding solid waste plans relates to the strategic goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>The City of Plano Public Works Department is seeking funding to conduct a waste characterization analysis and assessment of recycling behaviors of residents, businesses and institutions to further the City's efforts to achieve a waste diversion rate of 50%.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Project Summary					
Budget Summary					
Resolution					

PROJECT SUMMARY

Title:

Waste Characterization & Recycling Behaviors Study

Request:

\$60,000 in grant funds; \$60,000 matching contribution from 45-752-6312

Category:

Local Government Project: Technical Study

Project Summary:

The City of Plano seeks to evaluate the current state of the waste and recycling streams to identify and implement programs and policies to reach the city's goal of 50% waste diversion. The city is seeking grant funding to support a multifaceted study conducted by an outside consulting organization to assess the composition of Plano's residential, commercial and institutional waste streams and the recycling behaviors of these customer sectors. Information from this study will be used to develop specific outreach and operational programs and policies tailored to the distinct characteristics of Plano.

The City of Plano has implemented many programs to increase diversion of residential and commercial waste materials over the past 15 years. Notable examples include residential collection of yard trimmings and household hazardous wastes (which go to a regional composting facility and reuse center, respectively), electronics drop-off events, and collection of organics for commercial organizations. Despite these programs, the residential recycling rate for the city has fluctuated at around 18% for the past six years, contributing to an average annual waste diversion rate of 39%. This diversion rate has not moved more than a few percentage points in 10 years. On the commercial side the diversion rate has seen tremendous growth from 2000 to 2014 (6% to 37%), but additional strategies will be needed in coming years for continued growth.

The city is seeking grant funding to hire a consultant to conduct a waste characterization audit, a customer survey, and two focus groups. The information collected will be analyzed to provide actionable recommendations for the city. Results and recommendations for each component will be separated into residential and commercial categories.

The components of the study are:

- **Waste characterization.** This involves analyzing the contents of the trash and recycling streams of randomly sampled households and commercial/institutional

organizations. This information will clearly identify the recyclables that are ending up in the trash streams that could be targeted for outreach efforts and highlight potential diversion benefits of developing additional programs for items not currently collected (e.g., curbside textile collection).

- **Focus groups.** In order to create effective outreach campaigns, we need to understand residents' and businesses' habits and behaviors as they relate to recycling. The success of a recycling program is related to how people view recycling in terms of its perceived benefits and disadvantages. Focus groups are designed to elicit detailed responses from a small group of participants that will then be used to help formulate the questions for the survey. Although focus groups are small (usually 8-12 participants), they are expected to be reasonably representative of the Plano population. The detail of the open-ended responses complements the results from the survey, which are more close-ended.
- **Survey.** The survey will be used to assess customer's habits on recycling, where they get their information from in regards to recycling, and other questions that will be introduced after results from the focus groups are processed. It will be up to the consultant to determine the best method to conduct the survey; examples include telephone, mailings, etc. The goal will be to obtain information from a random sample of Plano households, businesses and institutions that are representative of the City's customer base.
- **Final Report.** The final report will summarize the results from the above three components and provide an overall synthesis of the state of waste diversion in Plano. It will also provide recommendations based on the results for actionable ways to increase diversion through both programs and outreach strategies. Potential comparison criteria for recommended actions include waste diversion gains, economic benefits (landfill cost avoidance), and cost-benefit analyses. The results from the focus groups and survey will be used to determine the most effective messaging approach for Plano residents and businesses and to identify needs of these groups that are not currently being met by city services.

**WASTE CHARACTERIZATION & RECYCLING BEHAVIORS STUDY
BUDGET**

Category	Grant Funding Amount Sought	Explanation
Personnel/Salaries	\$ 0	
Fringe Benefits	\$ 0	
Travel	\$ 0	
Supplies	\$ 0	
Equipment	\$ 0	
Construction	\$ 0	
Contractual	\$60,000	Hire a consultant to conduct a waste characterization study, customer survey, and two focus groups and provide a final summary report with strategic recommendations.
Other	\$ 0	
TOTAL	\$60,000	

Matching Fund Contributions:

- \$60,000 has been carried forward to apply for this grant to assess Plano's waste stream and identify strategies to implement to increase the overall waste diversion rate to achieve 50%.

In addition, staff time from both Public Works Environmental Waste Services Division and the Environmental Health Sustainability & Environmental Education Division will be counted as in-kind contributions.

A Resolution of the City of Plano, Texas, authorizing the filing of a grant application for regional funds in an amount not to exceed \$120,000 for a Waste Characterization and Recycling Behaviors Study through the North Central Texas Council of Governments; certifying that the City's matching share is readily available; designating the Director of Public Works, or his authorized designee, as authorized representative of the City of Plano for the purpose of giving required assurances acting in connection with said application and providing required information; and providing an effective date.

WHEREAS, the City Council has been presented an application through the North Central Texas Council of Governments (NCTCOG), providing terms and conditions for conducting a waste characterization analysis and assessment of recycling behaviors of residents, businesses and institutions to further the City's efforts to achieve a waste diversion rate of 50%; and

WHEREAS, the City of Plano is fully eligible to receive grant funding for this Program from NCTCOG and is of the opinion that utilizing such funding will increase the City's recycling diversion rate; and

WHEREAS, the City Council designates the Director of Public Works, or his authorized designee, as the City's authorized representative. The authorized representative is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the application agency.

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

Section I. The submission of the grant application is hereby approved for regional funds in an amount not to exceed \$120,000 for a Waste Characterization and Recycling Behaviors Study.

Section II. The City of Plano hereby certifies that the matching share for this application is readily available at this time.

Section III. The Director of Public Works, or his authorized designee, is designated as the authorized representative to act on behalf of the City of Plano with regard to this grant.

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

DULY PASSED AND APPROVED this 11th day of January, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

Approved as to form:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		01/11/16		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Tiffany Stephens (972) 769-4264				
CAPTION				
A Resolution of the City of Plano, Texas approving the Third Amendment to an Interlocal Cooperation Agreement between North Texas Municipal Water District and the City of Plano, Texas for Regional Composting Program until April 30, 2016, as permitted by Article II of the Agreement; authorizing the City Manager or his designee to execute any and all documents in connection therewith; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	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): SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND				
<p>COMMENTS: This item, which has no financial impact, amends the interlocal agreement between the North Texas Municipal Water District and the City of Plano for the Regional Composting Program to renew the interlocal agreement through April 30, 2016.</p> <p>STRATEGIC PLAN GOAL: Working with other governmental entities to provide services to Plano residents relates to the City's goal of Financially Strong City With Service Excellence and Partnering For Community Benefit.</p>				
SUMMARY OF ITEM				
The Interlocal Cooperation Agreement between the City of Plano and the North Texas Municipal Water District (NTWMD) for the operation of the Regional Composting Program will expire January 22, 2016. The five (5) Solid Waste Member Cities (Plano, Richardson, Allen, Frisco and McKinney) and NTMWD agree to extend the Regional Compost Program until April 30, 2016.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution				
Exhibit A				

A Resolution of the City of Plano, Texas approving the Third Amendment to an Interlocal Cooperation Agreement between North Texas Municipal Water District and the City of Plano, Texas for Regional Composting Program until April 30, 2016, as permitted by Article II of the Agreement; authorizing the City Manager or his designee to execute any and all documents in connection therewith; and providing an effective date.

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

WHEREAS, the City of Plano and North Texas Municipal Water District entered into an Interlocal Cooperation Agreement (the "Agreement") on October 24, 2003, for a regional composting program; and

WHEREAS, the City of Plano and North Texas Municipal Water District desire to renew the Agreement until April 30, 2016, as permitted by Article II of the Agreement; and

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

Section I. The renewal of the Agreement until April 30, 2016, is found to be acceptable and in the best interest of the City of Plano and its citizens, is hereby in all things approved.

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

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

DULY PASSED AND APPROVED this the 11th day of January 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

THIRD AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT BETWEEN
NORTH TEXAS MUNICIPAL WATER DISTRICT AND
THE CITY OF PLANO, TEXAS
FOR REGIONAL COMPOSTING PROGRAM

This amendment (the "Amendment") to the "Interlocal Cooperation Agreement between North Texas Municipal Water District and the City of Plano, Texas for Regional Composting Program," (the "Base Agreement") is made and effective as of January 23, 2016 (the "Effective Date") by and between the North Texas Municipal Water District ("NTMWD"), a political subdivision of the State of Texas having its principal place of business at 501 E. Brown Street, Wylie, Texas 75098, and the City of Plano, Texas, (the "City"), a home-rule municipal corporation having an office at 1520 Avenue K, Plano, Texas 75074 (collectively, the "Parties").

WHEREAS, NTMWD and the City entered into that certain Base Agreement, effective October 24, 2003;

WHEREAS, pursuant to Section II of the Base Agreement, the initial term of the Base Agreement is ten (10) years (the "Initial Term");

WHEREAS, also pursuant to Section II of the Base Agreement, the Base Agreement may be renewed for two additional five (5) year terms unless terminated earlier by either party;

WHEREAS, the Parties amended the Base Agreement on April 9th, 2013, extending the Initial Term until October 23, 2015 (the "First Amendment");

WHEREAS, the Parties amended the Base Agreement on October 24, 2015, extending the Initial Term until January 22, 2016 (the "Second Amendment");

WHEREAS, pursuant to Section VII of the Base Agreement, the Base Agreement may be terminated, without fault, at any time by either party giving sixty (60) days advance notice to the other party; and,

WHEREAS, the Parties seek to extend the term of the Base Agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1. As of the Effective Date, Section II. Term of the Base Agreement is amended (but not replaced) as follows:

II. TERM.

- A. The Base Agreement is hereby renewed, beginning on the Effective Date and ending on April 30, 2016 (the "Extended Term").



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:		1/11/16		
Department:		City Manager		
Department Head		P. Jarrell - Special Projects		
Agenda Coordinator (include phone #): M. Martinez - 7122				
CAPTION				
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano and SWC Tollway & 121, LLC, a Delaware limited liability company, for the construction and installation of certain public infrastructure and improvements within the public rights-of-way and private property near the Legacy West development; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
FISCAL YEAR:				
Budget	0	10,000,000	5,000,000	15,000,000
Encumbered/Expended Amount	0	-117,258	0	-117,258
This Item	0	-8,500,000	0	-8,500,000
BALANCE	0	1,382,742	5,000,000	6,382,742
FUND(S): SEWER CIP				
<p>COMMENTS: Funding is available in the 2015-16 Sewer CIP for this item. This development agreement for sewer infrastructure and improvements, in the amount of \$8,500,000, will leave a current year balance of \$1,382,742 available for future expenditures related to the Indian Creek Basin Capacity project.</p> <p>STRATEGIC PLAN GOAL: Partnering with private developers to construct and install public infrastructure relates to the City's goals of a Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>This development agreement provides the terms and conditions for funding a new sanitary sewer lift station and all necessary sanitary sewer mains and laterals needed to connect to the Preston Road Lift Station, thereby providing relief to the near capacity Indian Creek Lift Station. The Legacy West developer will install the improvements and provide \$2.5 million in funding towards the total project cost of \$11 million. The project costs include design, construction, and easement acquisition.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution, Development Agreement				

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano and SWC Tollway & 121, LLC, a Delaware limited liability company, for the construction and installation of certain public infrastructure and improvements within the public rights-of-way and private property near the Legacy West development; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented an economic development incentive agreement between the City of Plano (the “City”) and SWC Tollway and 121, LLC, (the “Developer”) a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference as “Agreement;” and

WHEREAS, the City has determined funding certain public improvements in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens, will promote local economic development, and will stimulate business and commercial activity in the City; and

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

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

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

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

Section III. The City Manager, at his discretion, is hereby authorized to extend the deadline dates contained within the Agreement upon the written request of SWC Tollway & 121, LLC.

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

DULY PASSED AND APPROVED THIS THE 11TH DAY OF JANUARY, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and SWC Tollway & 121, LLC, a Delaware limited liability company (“Owner”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Owner of Legacy West owns approximately 92+/- acres, located west of the Dallas North Tollway between Legacy Drive on the south and Sam Rayburn Tollway on the north, in Plano, Texas (the “Property”), with a variety of office, commercial and residential uses and is in the process of retaining and securing business enterprises at the Property; and

WHEREAS, the development of the Property requires additional public infrastructure to adequately serve the proposed uses; and

WHEREAS, the City of Plano finds that the development of the Property and installation of public infrastructure is a vital part of the City’s economy, and recognizes that action to build and diversify the area will achieve an important public benefit and stimulate the local economy; and

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

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

WHEREAS, the City has determined funding certain public improvements in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens and will promote local economic development and stimulate business and commercial activity in the City.

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

Article I Definitions

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

“Owner” shall mean SWC Tollway & 121, LLC, a Delaware limited liability company.

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

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation: acts of God or the public enemy; war; riot; civil commotion; government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party claiming the force majeure); fires or explosions; floods; strikes, slowdowns or work stoppages, shortages of labor and materials, any of the above which would directly and significantly impact the Owner’s operations in the City. Neither an economic down turn nor lack of funds shall constitute an event of force majeure.

“Project” shall mean the design and construction of a sanitary sewer lift station and all necessary sanitary sewer mains, lateral lines, landscaping and screening, and all necessary easements as further illustrated in Exhibit “A”, attached hereto.

“Property” shall mean approximately 92+/- acres located west of the Dallas North Tollway between Legacy Drive on the south and the Sam Rayburn Tollway on the north, Plano, Texas, also known as Legacy West which is to be served by the Project, as outlined on the site plan attached hereto as Exhibit “A”.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until December 5, 2017, subject to extension for Events of Force Majeure, unless terminated earlier as provided herein.

Article III Obligations of Owner

3.01 **Design and Construction of Development and Public Improvements.** At the request of the City, the Owner agrees to facilitate the development of the Property by others with a mix of uses including corporate offices, multi-family units and retail spaces and use its commercially reasonable efforts to secure business enterprises at the Property, and in furtherance thereof to cause to be designed and installed the following public improvements described below:

- (a) A sanitary sewer lift station designed to serve developments within the northern portion of the 92+/- acres north of Headquarters Drive between Leadership Drive and Dallas North Tollway (DNT) as reflected on Exhibit “A” hereto, plus intercept existing and projected flows from the Granite Park area east of DNT, providing a minimum capacity of 3.5 million gallons per day (actual capacity

determined by the design process) per City requirements and approval; and

- (b) Sanitary sewer mains and laterals as required to serve the Property, connect to the lift station, and connect to the Preston Road Lift Station in the location reflected on Exhibit “A”; and
- (c) Provide necessary easement exhibits for the sanitary sewer mains, laterals and force main associated with the Project; and
- (d) Select the contractor and execute a private contract to construct the Project; and
- (e) Manage the construction of the Project; and
- (f) Require that gravity sewer lines are installed by others as the Property develops west of Communications Parkway.

3.02 **Amount**. The Owner agrees to pay 25% of all costs to design, construct and install the Project (including without limitation the costs of insurance and bonds required hereunder and of any documented amounts expended by Owner to up-size the gravity line across the site west of Leadership Drive, known as the Gaedeke Site, whenever said amounts have been incurred) up to a maximum of \$2.5 million (two million and five hundred thousand dollars) as its share of the costs of the Project (said 25% up to the maximum is known as “Owner’s Share”). The Owner is not required to escrow funds in advance for its share of the Project costs.

3.03 **Provision of Land and Easements**. The Owner will provide at no cost to the City:

- (a) A tract of land at the southwest corner of the Sam Rayburn Tollway and the Dallas North Tollway to serve as the location for the sanitary sewer lift station, estimated to be approximately one (1) acre.
- (b) The necessary sanitary sewer utility easements that serve the Property over the Property or property owned by Owner.

3.04 **Timing**. The public improvements must be completed, inspected and accepted by the City by December 5, 2017 , subject to delays for Events of Force Majeure. In the Event of Force Majeure, Owner must give City a written notice, within fifteen (15) days of the Event, which states the basis for an adjustment in time.

Article IV

Obligations of the City

4.01 **Construction of Public Improvements.** The City agrees to:

- (a) Acquire and document all necessary off-site easements for the sanitary sewer main needed for construction and not located on the Property owned by Owner, all at City's sole cost and expense (and not to be included in the costs to be shared by Owner).
- (b) Waive all City fees, including without limitation any permitting fees and costs, inspection fees and any other fees and costs normally charged by the City, associated with the installation, operation or maintenance of the improvements as shown in Exhibit "A"; and
- (c) Serve as the primary contact with the North Texas Municipal Water District and be responsible for any necessary improvements to the Preston Road Lift Station; and
- (d) Operate and maintain the lift station and force main following its construction by the Owner and acceptance by the City.

4.02 **Amount.** The City agrees to fund the remainder of the costs of the design, construction and installation of certain infrastructure improvements described below, inclusive of costs of payment and performance bonds required hereunder, as well as all costs of acquisition and documentation of all necessary easements not located on the Property owned by Owner, in an amount not to exceed \$8.5 million (eight million and five hundred thousand dollars).

4.02 **Items for Reimbursement.** City will reimburse the Owner for the actual cost of design, construction and installation of the Project improvements as described in Article III, inclusive of the costs of insurance and bonds required hereunder and inclusive of any documented amounts expended to up-size the gravity line across the site west of Leadership Drive, known as the Gaedeke Site, whenever said amounts have been incurred by Owner, and that exceed Owner's Share, and as shown in Exhibit "A". Owner will not be required to share in the payment of any costs of acquisition or documentation of any easements required for the Project.

4.03. **Grant Payment Requirements and Schedule.** – Subject to compliance with Article III above, Owner may submit itemized invoices to request grant funds City will reimburse the Owner within thirty (30) days of receipt of appropriate documentation evidencing the requested reimbursement. Reimbursement shall be made no more frequently than monthly. Owner shall pay for the initial costs of design, installation and construction of the Project up to Owner's Share. Thereafter, Owner may submit paid invoices for design plans for reimbursement by City within thirty (30) days of receipt of same. Owner may submit paid invoices for construction of portions of the Project to the extent same are completed, together with an affidavit from its contractor specifying the portions completed and costs for same, and partial lien waivers, and City will reimburse Owner for same within 30 days of receipt of said information with a request for

payment. At such time as the total costs are determined, and Owner's Share is calculated, then City will reimburse Owner for any amounts paid by Owner in excess of Owner's Share, as so finally calculated, within 30 days of Owner's request for same with such calculation, which shall include documented amounts paid by Owner.

Article V Design and Construction; Bonds

5.01. **Design.** Design management for the Project will be provided by a licensed Professional Engineer as shall be mutually agreed to by the parties to this Agreement.

5.02. **Required Permits.** Owner shall obtain any and all required local, state and federal governmental approvals and permits required for construction of the Project. Permits issued by the City of Plano shall not be unreasonably withheld. City will waive all permitting, inspection and any other fees or costs in connection with the inspections and/or issuance of permits.

5.03. **General Contractor's Insurance.** Owner shall require its general contractor to procure and maintain insurance coverage as set forth in Exhibit "B" for the duration of the Project. Owner shall provide their general contractor's signed insurance certificate to the City verifying that they have obtained the required insurance coverage prior to the commencement of construction of the Project and naming the City of Plano as additional insured.

5.04. **Owner's Insurance.** Owner shall procure and maintain insurance coverage as set forth in Exhibit "B" for the duration of the Agreement. Owner shall provide their signed insurance certificate to the City verifying that they have obtained the required insurance coverage prior to the commencement of construction of the Project and naming the City of Plano as additional insured.

5.05. **Payment Bond and Performance Bond.** Prior to the Commencement Date, Owner shall require its general contractor to furnish a payment bond and performance bond to the City by surety companies authorized to do business in the State of Texas, which bonds shall be in the form provided on attached Exhibits "C" and "D". The purpose of such bonds is to insure that construction of the facility is completed and that all bills for material and labor are paid in full upon completion of construction with no cost to the City except as otherwise required herein. Any costs incurred by Owner in connection with the bond will be included in the costs used to calculate Owner's Share.

5.06. **Bond Requirements.** All performance bonds shall comply with the following requirements:

- (a) All performance bonds must be in a form acceptable to the city engineer and the city attorney.
- (b) All performance bonds must be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal

Bonds and as Acceptable Reinsuring Companies", as published in Circular 570, as may be amended, by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury.

- (c) All performance bonds must be signed by an agent, and must be accompanied by a certified copy of the authority for him or her to act.
- (d) All performance bonds shall be obtained from surety or insurance companies that are duly licensed or authorized in the state to issue performance bonds for the limits and coverage required.
- (e) All performance bonds shall guarantee the work in accordance with the plans and specifications for a period of one (1) year after acceptance by the City, and shall provide for repair or replacement of all defects due to faulty material and/or workmanship that appear within a period of one (1) year from the date of acceptance by the City.
- (f) A Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total contract price.

5.06. **Maintenance Bond**. Upon completion of the Public Improvements, Owner shall provide a maintenance bond in the amount of ten percent (10%) of the cost of the Public Improvements as provided in the form on attached Exhibit "E".

5.07. **Drawings, Plans and Documents**. All project designs, drawings, site plans and other documents produced for Owner in connection with the Project, including those attached to this Agreement, shall become the property of the City.

Article VI Retention and Accessibility of Records

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

- (a) Two (2) years from the end of the Agreement period; or
- (b) The period required by other applicable laws and regulations.

6.02 Owner gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Owner pertaining to this Agreement. In no event shall City's access to Owner's Records include any access to any personal data of any employees except to confirm payroll information compliance. Owner shall not be required to disclose to the City

any information that by law Owner is required to keep confidential. Any information that is not required by law to be made public shall be kept confidential by City.

Article VII Default

7.01 **Breach of Terms and Conditions.** If either party breaches any of the terms and conditions herein during the term of this Agreement, it shall be an event of default.

7.02 **Violation of Employment Statutes.** If at any time during the term of this Agreement the Owner is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of funds and interest shall be due not later than 120 days after the date the City notifies the Owner of the conviction.

Article VIII Termination

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

- (a) By expiration of the term and where no defaults have occurred; or
- (b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement;

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement.

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

Article IX Assignment

9.01 **Conditions of Assignment.** This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Owner may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, at least fifty (50) percent of the remaining acreage of Owner in the Property of the Owner as long as the Owner gives thirty (30) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

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

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

Article X Miscellaneous

10.01 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

10.02 **Notice of Bankruptcy.** In the event Owner files for bankruptcy, whether involuntarily or voluntary, Owner shall provide written notice to the City within three (3) business days of such event. Bankruptcy shall place the Owner in immediate default with the terms and conditions of this Agreement.

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

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

If intended for the City:

City of Plano, Texas
Attention: Mr. Bruce D. Glasscock

City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

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

If intended for the Owner:

SWC Tollway & 121 LLC
Attention: Fehmi Karahan
7200 Bishop Road, Suite 250
Plano, Texas 75024

With Copy to:
Grogan & Brawner, P.C.
Attention: R. J. Grogan, Jr.
2808 Fairmount, Suite 150
Dallas, Texas 75201

10.05 **Compliance with Equal Rights Ordinance.** Owner agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

“It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;

(e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;

(f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;

(g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;

(h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or

(i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;

(j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;

(k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;

(l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or

(m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic.”

Owner also understands that it is entitled to apply to the City Manager for a waiver from the Equal Rights Ordinance’s application to its business if applying it would conflict with state or federal law. During the review of the waiver request, the Agreement will be placed on hold.

10.06 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or

written agreement between the parties that in any manner relates to the subject matter of this Agreement

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

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

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

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

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

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

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

ATTEST:

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

Lisa Henderson, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER

Date: _____

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ATTEST:

SWC TOLLWAY & 121, LLC, a Delaware
limited liability company

By: Team Legacy Land, LLC,
a Texas limited liability company,
its Manager

By: _____
Fehmi Karahan, President

Date: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, by **Bruce Glasscock, City Manager** of the **City of Plano, Texas**, a Home Rule Municipal Corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 2016, by **Fehmi Karahan, President of Team Legacy Land, LLC.**, a Texas limited liability company, Manager of SWC Tollway & 121 LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

My Commission Expires:

EXHIBIT "A"



EXHIBIT "B"

**CITY OF PLANO
GENERAL CONTRACTUAL INSURANCE REQUIREMENTS**

Vendors/Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Vendors/Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of insurance as required herein or that the subcontractors are included under the vendors/contractor's policy. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.

All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be acceptable to the City of Plano and be placed with an insurer possessing an A-VII A. M. Best rating or better.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and higher limits of coverage or provisions depending on the nature of the work.

1. The following insurance requirements, coverage's and limits apply to most minor construction (Non-CIP), renovation, service provider, installation and maintenance services, work on City property and professional service contracts.
2. Purchases of non-hazardous commodities, equipment, materials and products from distributors and retailers do not require any specific insurance.
3. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment or property may require customized insurance requirements in addition to the general requirements listed.

Commercial General Liability Insurance—(Required for all minor construction, renovation, service provider contracts involving installation, maintenance or work on City property)

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

The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability policy, including coverage for City with respect to liability arising out of the completed operations.

\$1,000,000 Limit per Occurrence/Aggregate

\$1,000,000 Limit for Personal/Advertising Injury and Products/Completed Operations

Commercial Automobile Liability—(Required for all contracts involving the use of vendor/contractor owned, non-owned or hired automobiles)

Vendor/contractor shall maintain business automobile liability insurance with a limit of not less than \$500,000 each accident or Combined Single Limit.

Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles). Vendor/contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability obtained by vendor/contractor pursuant to this section or under any applicable automobile physical damage coverage.

Workers' Compensation & Employer Liability—(Required for all vendors/contractors with employees who perform work or contract services on City property)

Vendor/contractor shall maintain workers' compensation insurance in the amounts required by appropriate state workers compensation statutes. The employer's liability limit shall not be less than \$500,000.

Vendor/contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under vendors/contractor's workers' compensation and employer's liability. Vendor/contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.

Sole Proprietors and companies with no employees may be exempt from this requirement.

Professional Liability (E&O) Insurance--(Required for all Professional Service contracts including but not limited to: architects, engineers, consultants, counselors, medical professionals, attorneys, accountants, etc.)

Professional Liability Coverage (E&O) may be written on a claims made basis but must include an extended reporting period of at least three years after contract completion.

City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the E&O policy, including coverage for City with respect to liability arising out of all errors and omissions of vendor/contractor.

Minimum Limit of \$1,000,000 Each Claim and \$1,000,000 Aggregate

General Requirements Applicable to All Insurance

1. The vendor/contractor shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.

Evidence of Insurance Required

Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor shall furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.

The COI shall List each insurer's NAIC Number or FEIN and list the City of Plano, Risk Management Division, 1520 K Avenue, Suite 117, Plano, Texas, 75074 in the Certificate Holder Section.

EXHIBIT "C"

PAYMENT BOND

STATE OF TEXAS §
§
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, hereinafter called "**Principal**", and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, hereinafter "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Beneficiary", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements described below, in the penal sum of _____ **DOLLARS** (\$_____) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain written Contract with the Beneficiary, dated the _____ day of _____, _____, A.D. which is made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

_____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to Contract,

or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Texas Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Texas Insurance Code Article 3503.003.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the _____ day of _____, _____.

PRINCIPAL: _____
Address _____
Tel. No. _____

ATTEST:

BY: _____
TITLE: _____

SURETY: _____
Address _____
Tel. No. _____

ATTEST:

BY: _____
TITLE: _____

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

NOTE: Date on Page 1 of Payment Bond must be same date that City Council awarded Contract. Date on Page 2 of Payment Bond must be after the date that City Council awarded the Contract. If Resident Agent is not a corporation, give a person's name.

EXHIBIT "D"

PERFORMANCE BOND

STATE OF TEXAS §
§
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____ hereinafter called "**Principal**", and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, hereinafter called "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS** a home-rule municipal corporation, hereinafter called "**Beneficiary**", in the penal sum of _____ **DOLLARS**

(\$_____) plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain written Contract with the Beneficiary, dated the _____ day of _____, _____, A.D. which is made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

_____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the plans, specifications and contract documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Beneficiary; and, if the Principal shall fully indemnify and save harmless the Beneficiary from all costs and

damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Texas Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Texas Insurance Code Section 3503.003.

IN WITNESS WHEREOF, this instrument is executed in ____ copies, each one of which shall be deemed an original, this, the ____ day of _____, _____.

PRINCIPAL: _____
Address _____
Tel. No. _____

ATTEST:

BY: _____
TITLE: _____

SURETY: _____
Address _____
Tel. No. _____

ATTEST:

BY: _____
TITLE: _____

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

NOTE: Date on **Page 1** of Performance Bond must be **same date that City Council awarded Contract.** Date on **Page 2** of Performance Bond must be **after the date that City Council awarded the Contract.** If Resident Agent is not a corporation, give a person's name.

EXHIBIT "E"

MAINTENANCE BOND

STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That _____, hereinafter called "**Principal**", and _____, a corporation organized and existing under the laws of the State of _____ and licensed to transact business in the State of Texas, hereinafter called "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS**, a home rule municipal corporation hereinafter called "Beneficiary", in the amount of _____ **DOLLARS** (\$_____), in lawful money of the United States, to be paid in Plano, Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors and assigns, jointly and severally, and firmly by these presents. This bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price, but in no event shall a change order or supplemental agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain written Contract with the Beneficiary, dated the _____ day of _____, _____, A.D. which is made a part hereof by reference for the construction of certain public improvements that are generally described as follows:

NOW, THEREFORE, if Principal will maintain and keep in good repair the work herein contracted to be done for a period of one (1) year from the date of final acceptance and do and perform all necessary work and repair any defective condition, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case Principal shall fail to do so it is agreed that the City may do such work and supply such materials and charge the same against Principal and Surety on this obligation.

PROVIDED, FURTHER, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

PROVIDED FURTHER, that Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the

Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, _____.

PRINCIPAL: _____
Address _____
Tel. No. _____

ATTEST:

BY: _____
TITLE: _____

SURETY: _____
Address _____
Tel. No. _____

ATTEST:

BY: _____
TITLE: _____

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

NOTE: Date on Page 1 of Maintenance Bond must be same date that City Council awarded Contract. Date on Page 2 of Maintenance Bond must be after date of Contract. If Resident Agent is not a corporation, give a person's name.



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:		1/11/16		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Toshia Kimball -x- 7479				
CAPTION				
A Resolution of the City of Plano, Texas, approving the Bylaws of the Plano Improvement Corporation; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Approving the Bylaws of the Plano Improvement Corporation relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Approving the Bylaws of the Plano Improvement Corporation and providing an effective date.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				
Bylaws of the Plano Improvement Corporation				

A Resolution of the City of Plano, Texas, approving the Bylaws of the Plano Improvement Corporation; and providing an effective date.

WHEREAS, the Board of Directors of the Plano Improvement Corporation has adopted its initial Bylaws and has submitted the same to this meeting for consideration by this City Council and are attached hereto and marked Exhibit "A"; and

WHEREAS, the City Council has considered such Bylaws and desires hereby to approve the same.

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

Section I. The terms and conditions of the Bylaws, 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. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED on this the 11th day of January, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT A
BYLAWS OF THE
PLANO IMPROVEMENT CORPORATION

A Texas Non-Profit Corporation

ARTICLE I
Purpose and Authority

Section 1. Purpose: The Corporation is incorporated for the purposes set forth in its Certificate of Formation, as amended from time to time.

Section 2. Powers: In the fulfillment of its corporate purpose, the Corporation shall have and exercise all of the rights, powers, privileges, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Nonprofit Corporation Law (Tex. Bus. Org. Code, Chapters 20 and 21 and the provisions of Title I thereof to the extent applicable to non-profit corporations, as amended) or their successor. The Corporation shall further have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created; provided, however, that the Corporation shall not issue any bond, certificate, note or other obligation evidenced by an instrument without the prior written consent of the City Council of the City of Plano, Texas, or as otherwise allowed by these Bylaws.

ARTICLE II
OFFICES

Section 1. Principal Office: The principal office of the Corporation in the State of Texas shall be located at 1520 K Avenue, Plano, Collin County, Texas 75074.

Section 2. Registered Office and Registered Agent: The registered office of the Corporation shall be maintained at 1520 K Avenue, Plano, Collin County, Texas 75074. The Board of Directors shall be authorized to establish business offices as well as to change the location of any business office of the Corporation.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Powers, Numbers and Term of Office: The property and affairs of the Corporation shall be managed and controlled by the Board of Directors (the “Board”).

The Board of Directors shall consist of three directors appointed by the City Council of the City of Plano, Texas (“the Council”), and who shall be the City Manager of the City of Plano, Texas,

the Director of Finance for the City of Plano, Texas, and either (i) a Deputy City Manager of the City of Plano, Texas, or (ii) an Assistant City Manager of the City of Plano, Texas. The initial directors of the Corporation were appointed by approval of the Certificate of Formation by City Council by Resolution No. 2015-11-15(R). Any director who ceases to hold the respective required office or position described above shall immediately be ineligible to hold office as a director of the Corporation, and shall be deemed to have resigned on the date such person ceases to be qualified to be such director. The Board shall exercise all of the powers of the Corporation. Each director shall hold office for a term of two (2) years and may serve consecutive terms. Each director appointed to fill a vacancy created by the resignation or removal of a director prior to the expiration of his term shall serve for the balance of the unexpired term. Each director shall hold office for the term for which he is appointed and until his successor shall have been appointed and qualified unless sooner removed.

Section 2. Meeting of Directors: The directors may hold their meetings at such place or places, but in any event within the City, as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meeting shall be held at the principal office of the Corporation as specified in Article II of these Bylaws. The Mayor and City Council members of the City of Plano may attend any meeting of the Board, including regular, special and executive session subject to compliance with the Texas Open Meetings Act.

Section 3. Open Meetings Act: All meetings and deliberations of the Board shall be called, convened, held and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, as amended. Notice will be posted in the place at the City of Plano City Hall where notices of other meetings conducted pursuant to the Open Meetings Act are posted.

Section 4. Notice of Meetings: To the extent that the Open Meetings Act conflicts with the provisions of this section, the Open Meetings Act shall govern.

- a. Regular meetings of the Board shall be held without the necessity of written notice to Directors at such times and places as shall be designated from time to time by the Board. Special Meetings of the Board shall be held whenever called by the president or by a majority of the directors.
- b. The secretary shall give notice to each director for any emergency meeting (as defined in the Texas Open Meetings Act) in person or telephone, at least two (2) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters relating to the purposes of the Corporation may be considered and acted upon at a Special Meeting. At any meeting at which every director shall be present, even though without any individual notice, any matter relating to the purpose of the Corporation may be considered and acted upon consistent with applicable law.
- c. Whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrap addressed to the person entitled hereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to

have been given on the day of such mailing, except where a director attends a meeting for the express purpose of objection to the transaction of any business on the grounds that the meeting is not lawfully called or convened. The business to be transacted and the purpose of any Regular or Special meeting of the Board must be specified in the notice or waiver of notice of such meeting. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5. Annual Meeting: The last meeting of the Corporation's fiscal year shall be designated as the Annual Meeting. The Annual Meeting will be held at a time and place designated by the Board.

Section 6. Quorum: A majority of the directors shall constitute a quorum for the conduct of the official business of the Corporation. The affirmative vote of the majority of the directors present at a meeting at which a quorum is in attendance shall constitute the Board action, unless the act of a greater number is required by the law.

Section 7. Conduct of Business:

- a. At the meetings of the Board, matters relating to the business of the Corporation shall be considered in accordance with rules of procedure as prescribed by the Board or the law.
- b. At all meetings of the Board, the president shall preside, and in the absence of the president, the vice president shall exercise the powers of the president.
- c. The secretary of the Corporation shall act as secretary of all meetings of the Board. In absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 8. Compensation of Directors: Directors shall not receive a salary or any other compensation for their services.

Section 9. General Powers

The Board shall have the power and authority to perform such acts and enter such agreements as may be necessary from time to time to carry out the purposes for which the Corporation was created provided such acts and agreements are not in conflict with the Texas Non-Profit Corporation Laws, the Certificate of Formation, these by-laws, or other federal, state, or local law, ordinance, or regulation. In addition, the Board shall have the following specific powers:

- a. Develop policies and operating procedures that do not conflict with the policies of the City of Plano.

- b. Acquire or lease property (land or buildings) within the incorporated limits and extraterritorial jurisdiction of the City of Plano.
- c. Plan, develop, improve and sell or lease land.
- d. Build or rehabilitate buildings for sale or lease.
- e. Sell or lease property by installment payments or otherwise.
- f. Make secured or unsecured loans or loan guarantees.
- g. Develop and implement financial/incentive programs to attract and retain business.
- h. Sue or be sued in the Corporation's name.
- i. Develop long-range goals and programs for the Corporation.
- j. Appoint standing or ad hoc committees which may include individuals who are not members of the Board.
- k. Employ personnel as may be needed to conduct the business of the Corporation.
- l. Contract for support services with other organizations necessary to conduct the business of the Corporation.
- m. Market and promote the City and amenities consistent with the purposes and duties set out in the Certificate of Formation and these By-laws.

ARTICLE IV OFFICERS

Section 1. Titles and Terms of Office:

- a. The officers of the Corporation shall be a president, a vice president, a secretary/treasurer, and such officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that the president shall not hold the office of vice president or secretary. Except for the officers elected at the initial meeting of the Corporation, terms of office shall be for a period of two (2) years, ending July 31 in odd numbered years. An officer may be reelected to the same position for consecutive terms. The officers of the Corporation elected at the initial meeting of the Corporation shall serve until July 31, 2017.
- b. All officers shall be elected by and be subject to removal from office at any time, by a vote of a majority of the entire Board.

- c. A vacancy in the office of any officer shall be filled for the remaining term by a vote of a majority of the entire Board.

Section 2. President: The president shall be the presiding officer of the Board with the following authority:

- a. Shall preside over all meetings of the Board.
- b. Shall vote on all matters coming before the Board.
- c. Shall have the authority, upon notice to the members of the Board, to call a Special Meeting of the Board when in the president's judgment such a meeting is required.
- d. Shall have the authority to appoint, with Board approval, standing committees to aid and assist the Board in its business undertaking or other matters incidental to the operation and functions of the Board.
- e. Shall have the authority to appoint, with Board approval, ad hoc committees which may address issues of temporary nature of concern or which have a temporary affect on the business of the Board.

In addition to the above mentioned duties, the president shall sign with the secretary of the Board or other designated person any checks or wire transfers of the Corporation. All other instruments or documents may be signed solely by the president of the Corporation. In general, the president shall perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board.

Section 3. Vice President: The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be presumptive evidence of the president's absence or inability to act at the time such action was taken.

Section 4. Secretary/Treasurer: The secretary/treasurer shall have the responsibility to monitor the handling, custody and security of all funds and securities of the Corporation in accordance with these Bylaws. The secretary/treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all monies received and paid out on account of the Corporation. The secretary/treasurer shall, at the expense of the Corporation, give such bond for the faithful discharge of the secretary/treasurer's duties in such a form and amount as the Board may require. The secretary/treasurer shall keep the minutes of all meetings of the Board in books provided for that purpose, shall give and serve all notices, may sign with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; shall have charge of the corporate books, records, documents and instruments, except the papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours; and

shall in general perform all duties incident to the office of the secretary subject to the control of the Board. The secretary/treasurer will forward a copy of the minutes to the city secretary of the City of Plano for distribution as needed.

Section 5 Election of Officers: The president, vice president and secretary/treasurer shall be elected from among the members of the Board.

Section 6. Compensation: Officers who are members of the Board shall receive no salary or compensation for their services.

Section 7. Personnel: The Corporation may establish full-time and/or part-time personnel positions.

Section 8. Contracts for Service: The Corporation may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy-making functions in discharging the duties herein above set forth in this section.

ARTICLE V FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. Annual Corporate Budget: The Corporation will prepare an annual budget and submit a copy of the budget to the Plano City Council via the City Manager by August 1 of each year for the ensuing fiscal year. The budget document will be prepared in either the same format as the City or such other format as may be approved by the City Manager.

Section 2. Books, Records, Audits:

- a. The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.
- b. The books, records, accounts, and financial statements of the Corporation shall be audited at least once each fiscal year by an outside, independent auditing and accounting firm retained by the City of Plano, Texas to conduct the City annual audit. Such audit shall be at the expense of the Corporation.

Section 3. Deposit and Investment of Corporate Funds:

- a. All proceeds from the issuance of notes, other debt instruments (“Debt Obligations”) issued by the Corporation shall be deposited and invested as provided in the resolutions, orders, indentures, or other documents authorizing or relating to the issuance.

- b. All other monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security and/or investment of the public funds of the City. The Board shall designate authorized signatures on all payment authorization and/or check requests. The accounts reconciliation and investment of such funds and accounts may be reviewed by anyone during normal business hours on written request, and reimbursement for any expenses may be reviewed at the principal offices of the corporation.
- c. The Board may require any officer or employee of the Corporation, who has charge of any corporate funds, to give bond for the faithful discharge of his or her duties. The premium of any such bond shall be paid by the Corporation.

Section 4. Expenditures of Corporate Money: The monies of the Corporation, including monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Certificate of Formation, subject to the following limitation:

- a. Expenditures for the proceeds of Obligations shall be identified and described in orders, resolutions, indentures or other agreements approved by the Board.
- b. All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget.

Section 5. Conflicts of Interest: A Director or Officer of the Corporation may not lend money to or borrow money from the Corporation or otherwise transact business with the Corporation. All Directors and Officers shall at all times comply with all applicable State or City conflicts of interest laws, charter provisions or ordinances.

Section 6. Gifts: The Board may accept, on behalf of the Corporation, any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

ARTICLE VI MISCELLANEOUS

Section 1. Fiscal Year: The fiscal year of the Corporation shall be the same as the fiscal year of the City of Plano.

Section 2. Seal: The seal of the Corporation shall be determined by the Board.

Section 3. Resignation: Any Director or Officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein; or, if no time is specified, at the time of its receipt by the president or secretary. The acceptance of the resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4. Services of City Staff and Officers: The Corporation shall have the right to contract for and utilize the services of City of Plano personnel for usual and routine matters, provided that the performance of such service does not materially interfere with the other duties of such personnel of the City, with the approval of the City Manager.

Section 5. Indemnification of Directors, Officers and Employees:

- a. The Corporation shall indemnify a person who was, is or has been threatened to be made a defendant or respondent in a proceeding because the person is or was a Board member, officer, employee, or agent, but only if the determination to indemnify is made in accordance with the provision of Chapter 8 of the Texas Business Organizations Code, as amended.
- b. The Corporation shall indemnify each and every member of the Board, its officers, its employees, its agents, to the fullest extent permitted by law and not otherwise covered by insurance, against any and any actions or omissions that may arise out of the functions and activities of the Corporation.
- c. The Corporation may purchase and maintain insurance on behalf of any Board member, officer, employee or agent of the Corporation, or on behalf of any personnel serving at the request of the Corporation as a Board member, officer, employee, or agent of another corporation, partnership, joint venture, or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.
- d. Any indemnification or liability insurance provided under this Section may be obtained through the City's general insurance coverage.

**ARTICLE VII
EFFECTIVE DATE AMENDMENTS**

Section 1. Effective Date: These Bylaws shall become effective upon adoption by the Board and approval of the City Council of the City of Plano, Texas.

Section 2. Amendments to Certificate of Formation and Bylaws: These Bylaws may be altered, amended, or repealed, and the Certificate of Formation may be amended or restated, by an affirmative vote of a majority of Board members present at any regular meeting or at any special meeting; provided, however, no such alteration, amendment or repeal of these Bylaws, or amendment or restatement of the Certificate of Formation, shall be effective until approved by a resolution of the Plano City Council; and, provided further, the Plano City Council may, in its discretion, later amend or repeal these Bylaws or amend or restate the Certificate of Formation.

Adopted the 28th day of December, 2015.

Director

Director

Director

APPROVED by the City Council of the City of Plano, Texas, pursuant to Resolution No. _____ approved on the ____ day of _____, 2016.

Lisa C. Henderson, City Secretary
City of Plano, Texas



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:		1/11/16			
Department:		City Manager			
Department Head		P. Jarrell			
Agenda Coordinator (include phone #): M. Martinez - 7122					
CAPTION					
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of a funding agreement by and between the City of Plano and the Historic Downtown Plano Association, a Texas non-profit corporation, governing the use of funds collected from property owner assessments through the Downtown Plano Public Improvement District in an amount not to exceed \$52,500; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-2016	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	\$215,614	0	\$215,614
Encumbered/Expended Amount		0	-\$33,822	0	-\$33,822
This Item		0	-\$52,500	0	-\$52,500
BALANCE		0	\$129,292	0	\$129,292
FUND(S): DOWNTOWN PLANO PID					
<p>COMMENTS: Funding is available in the Downtown Plano PID for this item. This funding agreement, in the amount of \$52,500, will leave a current year balance of \$129,292 available for future expenditures to market and improve Downtown Plano.</p> <p>STRATEGIC PLAN GOAL: Partnering with the Historic Downtown Plano association to hire an executive director for the association relates to the City's goals of Exciting Urban Centers - Destination for Residents and Guests and Partnering for Community Benefit.</p>					
SUMMARY OF ITEM					
<p>This funding agreement authorizes the transfer of \$52,500 in funds from the Downtown Plano Public Improvement District (PID) to the Historic Downtown Plano Association (HDPDA), to be used for the salary of an executive director and/or event manager for the association. The public improvement district is funded by special assessments on property owners within the district and an annual \$50,000 contribution from the City. HPDA performs most of the activities and programs funded by the PID.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution					
Funding Agreement					

A Resolution of the City of Plano, Texas, approving the terms and conditions of a funding agreement by and between the City of Plano and the Historic Downtown Plano Association, a Texas non-profit corporation, governing the use of funds collected from property owner assessments through the Downtown Plano Public Improvement District in an amount not to exceed \$52,500; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, on October 13, 2014, the City Council of the City of Plano, Texas (the "City") adopted Resolution 2014-10-8(R), which created the Downtown Plano Public Improvement District (the "District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act"); and

WHEREAS, on November 23, 2015, the City Council adopted Resolution 2015-11-14(R), approving annual updates to the service and assessment plans for the District for fiscal year 2015-2016; and

WHEREAS, on December 14, 2015, the City Council adopted Ordinance 2015-12-12, which established the levy of a special assessment on property owners within the District; and

WHEREAS, the City collects the special assessment and then disburses the funds to carry out various programs and activities contained with the approved service plan; and

WHEREAS, the adopted service plan for fiscal year 2015-2016 includes funding budgeted for management of the PID through the services of the Historic Downtown Plano Association ("HDP A"); and

WHEREAS, the City Council has now been presented with a funding agreement between the City and HDP A, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED THIS THE 11TH DAY OF JANUARY, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**FUNDING AGREEMENT BETWEEN CITY OF PLANO
AND HISTORIC DOWNTOWN PLANO ASSOCIATION
TO HIRE AN EXECUTIVE DIRECTOR**

The **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as “City”), and the **HISTORIC DOWNTOWN PLANO ASSOCIATION**, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as “HDP A”), enter into this funding agreement to set out the terms and conditions governing the HDP A’s use of funds collected from property owner assessments through the Downtown Plano Public Improvement District (hereinafter referred to as “PID”) for the purposes set out herein.

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:

**Article I
Term**

The term of this Agreement shall begin on the Effective Date and continue until December 31, 2016, unless sooner terminated as provided herein.

**Article II
Obligations of HDP A**

On or before March 31, 2016, HDP A agrees to hire or renew a contract for services with an Executive Director and/ or an Event Manager who will manage and promote programs and projects as outlined in the Service Plan adopted by City Council in Ordinance No. 2015-12-12. The duties of an Event Manager may be performed by the Executive Director. In no instance shall the Executive Director or the Event Manager devote fewer than sixty-percent (60%) of their time in performance of PID duties during the grant period. HDP A shall maintain a weekly account of the hours worked in administering duties related to the PID and shall provide a copy of the weekly account upon request by the City.

**Article III
Funding**

The City agrees to provide HDP A a cash grant for reimbursement for the Executive Director’s and the Event Manager’s salaries in a total amount not to exceed Fifty Two Thousand and Five Hundred Dollars (\$52,500) to be paid to HDP A within thirty (30) days of submission of annual invoices. In no event shall the grant paid by the City for reimbursement to HDP A exceed that amount.

**Article IV
Default/Termination**

This Agreement terminates upon any one or more of the following:

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

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

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured. If the Agreement is terminated pursuant to Article IV(b) above, HDPa shall reimburse the City the full amount of funds paid to HDPa by the City subject to this Agreement within thirty (30) days of termination.

Article V Indemnification

HDPa SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE PERFORMANCE OF THE WORK OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OF HDPa, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM HDPa IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). HDPa MUST DEFEND CITY AGAINST ALL SUCH CLAIMS.

Article VI Miscellaneous

6.01 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

6.02 **Independent Contractor.** The Parties agree that the Executive Director and Event Manager are independent contractors and are not officers, agents, servants or employees of City; that the doctrine of respondent superior shall not apply as between Parties and the Executive Director and Event Manager, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Executive Director or City and Event Manager.

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

6.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return

receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

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

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

If intended for HDP A:
HDP A
c/o Mona Crider
1008 E. 15th Street
Plano, Texas 75074

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

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

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

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

and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

Bruce D. Glasscock, CITY MANAGER

Date: _____

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

HISTORIC DOWNTOWN PLANO
ASSOCIATION, a Texas non-profit
corporation

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2016 by _____, _____ of the **HISTORIC DOWNTOWN PLANO ASSOCIATION**, a Texas 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 _____, 2016 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



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:		01/11/16			
Department:		Environmental Health			
Department Head		Rachel Patterson			
Agenda Coordinator (include phone #):		Doris Callaway, Ext. 7494			
CAPTION					
<p>A Resolution of the City of Plano, Texas, authorizing the filing of a grant application for regional funds in an amount not to exceed \$82,010 for a Litter Education Program through the North Central Texas Council of Governments; designating the Director of Environmental Health or her authorized designee as authorized representative of the City of Plano for the purpose of giving required assurances, acting in connection with said application, and providing required information; and declaring an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-16 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	32,802	49,208	82,010
BALANCE		0	32,802	49,208	82,010
FUND(s): SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND					
<p>COMMENTS: The grant contract, if approved, provides offsetting revenue at an estimated FY 2015-16 amount of \$32,802 from North Central Texas Council of Governments (NCTCOG), and an estimated FY 2016-17 amount of \$49,208 to expand litter education programs.</p>					
<p>STRATEGIC PLAN GOAL: Accepting grants for funding litter education programs relates to the strategic goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>The City of Plano Sustainability & Environmental Education division is seeking funding for a Litter Education Program, hiring a part-time Litter Education Coordinator to expand litter education programs, organize community cleanups, implement a city-wide waterways cleanup and celebration, collaborate with survey consultant to conduct citywide litter awareness survey and to fund partial</p>					



CITY OF PLANO COUNCIL AGENDA ITEM

construction costs for an educational walk along the creek at the Environmental Education Center highlighting waterway litter problems and solutions.

List of Supporting Documents:

Litter Education Program Summary

Other Departments, Boards, Commissions or Agencies

LITTER EDUCATION PROGRAM SUMMARY

Title:

Litter Education Program

Request:

\$82,010

Category:

Local Government Project: Educational and Training Projects **OR** Litter and Illegal Dumping Cleanups and Community Cleanup Events

Project Summary:

The Litter Education Program will utilize a part-time Litter Education Coordinator to oversee and coordinate a multi-dimensional approach to increasing awareness about litter prevention and implementing programs to help with litter abatement in Plano, particularly along the city's waterways. Components of the program will include a survey, educational presentations, monthly cleanups, community wide waterway cleanup and celebration in the Fall, and construction of an educational walkway along the creek at Plano's Environmental Education Center featuring waterway litter problems and solutions. The survey will focus on understanding Plano residents' awareness level of local litter problems, willingness to engage in cleanup activities, knowledge of sources of litter and advocacy commitment levels. Results will be used to inform strategies for community engagement around litter issues moving forward. Educational presentations will be made at local schools and civic, scout, and faith-based organizations community-wide. Monthly litter cleanups utilizing volunteers will be scheduled and organized in response to citizen and department reports on littered areas needing attention. A special city-wide cleanup focused only on waterways will be organized in the Fall with a follow-up celebration event to appreciate volunteer efforts and participation. The educational walkway will be constructed adjacent to the creek at the Environmental Education Center. The path will include access to the creek for water testing, observation and cleanup; interpretive signage highlighting watershed, riparian corridor, impacts of litter (aesthetics, health, water quality, wildlife), personal actions to take to counteract negative impacts of litter and pollutants on waterways; gathering locations for instruction; boardwalk and decomposed granite pathway. The Litter Education Coordinator is needed to implement and carry out the project goals, as currently, there is no staff member solely responsible for litter education. Duties related to litter education are currently spread among other Environmental Educators who are not able to assume additional responsibilities.

Project Impact

The City of Plano has been involved in and committed to conducting community-wide litter cleanups since 1984 when Keep Plano Beautiful was established. Over the years we have escalated litter abatement programs through implementation of the Adopt A Highway program for portions of roadways and streets; utilization of trash receptacles at left turn lanes in major intersections of the city; implementation of Environmental Waste Service staff as Median Right of Way crew who walk and systematically pick up litter throughout the community; and encouraging community engagement in litter cleanups through our annual Great American

Cleanup event in the Spring. Most recently in 2014-15, through TCEQ/NCTCOG grant funding, we added a mobile community litter trailer stocked with cleanup supplies, accessible to groups throughout the community for cleanups at locations of their choice. Through these combined efforts, Plano has maintained a relatively clean and attractive appearance in its streets and public lands. The waterways throughout the City, however, are badly littered and in need of regular cleanups. Targeted education is needed to raise awareness about litter issues, but especially plastics, which end up in our waterways and, if not removed locally, are carried downstream to larger water bodies, creating more serious, large-scale problems. The important message of recycling and disposing of trash properly to reduce sources of litter is critically important, but especially to waterway impacts. The most unique aspect of the proposed litter education program is the educational walkway that will be constructed along the creek. This walkway is designed as either an educator-led or self-guided learning experience (through interpretive signage) where visitors will learn about watersheds, importance of riparian corridors, water quality, impacts to water quality and wildlife from littering and illegal dumping, and positive actions community members can engage in to reduce or eliminate these negative impacts.

Project Goals:

- Targeted education about sources of litter and adoption of personal actions that result in reduced litter in Plano waterways and community-wide.
- Construction of educational walkway along creek focused on impacts of litter, and personal litter abatement and community engagement activities.
- Increased education community-wide focused on litter awareness, prevention and abatement activities.
- Increased community engagement in litter prevention and litter cleanup activities
- Increased understanding of Plano residents' attitudes and knowledge about litter and its negative impacts on their community (health, aesthetics, economics, environment), and their willingness to engage and make a difference.

Key Takeaway

The expected benefits of this project are a more informed and engaged population relative to the sources and impacts of litter on their community, heightened concern and action towards keeping waterways clean, and ultimately a cleaner Plano with increased civic pride and sense of personal responsibility, stewardship and ownership of the community's environment.

A Resolution of the City of Plano, Texas, authorizing the filing of a grant application for regional funds in an amount not to exceed \$82,010 for a Litter Education Program through the North Central Texas Council of Governments; designating the Director of Environmental Health or her authorized designee as authorized representative of the City of Plano for the purpose of giving required assurances, acting in connection with said application, and providing required information; and declaring an effective date.

WHEREAS, the City Council has been presented an application through the North Central Texas Council of Governments (NCTCOG), providing terms and conditions for a Litter Education Program, hiring and utilizing a part-time Litter Education Coordinator to conduct litter prevention presentations and coordinate community cleanups, contracting a community-wide survey on litter awareness and behaviors, implementing a community-wide waterways cleanup and celebration, and funding of partial construction costs for an educational walkway along creek at Environmental Education Center highlighting waterway litter problems and solutions; and

WHEREAS, the City is eligible to receive grant funding for this Program from NCTCOG and is of the opinion that utilizing such funding will increase the City's cleanliness, aesthetics, health and water quality; and

WHEREAS, the City Council designates the Director of Environmental Health or her authorized designee as the City's authorized representative to act on behalf of the City with regard to this grant. The authorized representative is given the power to apply for, give required assurances, provide required information, accept, reject, alter and terminate the grant on behalf of the City.

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

Section I. The submission of the grant application is hereby approved for regional funds in an amount not to exceed \$82,010 for a Litter Education Program.

Section II. The Director of Environmental Health or her authorized designee is designated as the authorized representative to act on behalf of the City of Plano with regard to this grant.

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

DULY PASSED AND APPROVED this 11th day of January, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		01/11/16		
Department:		Fire		
Department Head		Sam Greif, Fire Chief		
Agenda Coordinator (include phone #): Cynthia Morgan, Ext. 7164				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, adopting a new Article IV, Section 8-20 of Chapter 8, Fire Prevention and Protection, of the City of Plano Code of Ordinances, to establish the Mobile Community Healthcare Program and authorize Plano Fire-Rescue Paramedics to provide emergency medical services by performing appropriate medical interventions to certain individuals at their residences who routinely and frequently call 9-1-1 requesting emergency medical services within the City of Plano; and providing a repealer clause, a severability clause, a savings clause, and an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
COMMENTS: This item has no financial impact. STRATEGIC PLAN GOAL: Establishing the Mobile Community Healthcare Program relates to the City's goals of Financially Strong City with Service Excellence and Safe Large City.				
SUMMARY OF ITEM				
<p>To establish the Mobile Community Healthcare Program and authorize Plano Fire-Rescue Paramedics to provide emergency medical services by performing appropriate medical interventions to certain individuals at their residences who routinely and frequently call 9-1-1 requesting emergency medical services within the City of Plano.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Ordinance		N/A		

An Ordinance of the City of Plano, Texas, adopting a new Article IV, Section 8-20 of Chapter 8, Fire Prevention and Protection, of the City of Plano Code of Ordinances, to establish the Mobile Community Healthcare Program and authorize Plano Fire-Rescue Paramedics to provide emergency medical services by performing appropriate medical interventions to certain individuals at their residences who routinely and frequently call 9-1-1 requesting emergency medical services within the City of Plano; and providing a repealer clause, a severability clause, a savings clause, and an effective date.

WHEREAS, Texas Health and Safety Code Chapter 773, as amended; Texas Occupations Code Chapter 157, as amended; and Title 22 of the Texas Administrative Code Chapter 197, as amended, authorize Fire-Rescue Paramedics who are supervised by a Physician licensed to practice medicine in Texas to provide emergency medical services; and

WHEREAS, the City incurs significant expense related to the health emergencies of its citizens. Staff recommends establishing the Mobile Community Healthcare Program to provide emergency medical services by performing appropriate medical interventions to certain individuals at their residences who routinely and frequently call 9-1-1 requesting emergency medical services within the City of Plano; and

WHEREAS, the City's Mobile Community Healthcare Program services shall be designed to: (1) support efficient and effective emergency medical services within the City of Plano; (2) provide health education to City of Plano residents; (3) assess living environments that may be dangerous or detrimental to a citizen's health and could contribute to an emergency situation; and (4) perform emergency medical services by evaluating medical needs and providing appropriate medical interventions; and

WHEREAS, Fire-Rescue Paramedics are especially skilled at providing certain emergency medical services and many of the emergency medical services provided by Fire-Rescue Paramedics are beneficial in the transport of sick or injured persons, as well as in responding to a person's perceived need for immediate medical care; and

WHEREAS, the City Council, after all things considered, deems it is in the best interest of the citizens of the City of Plano, to establish the Mobile Community Healthcare Program to provide emergency medical services by performing appropriate medical interventions to certain individuals at their residences who routinely and frequently call 9-1-1 requesting emergency medical services within the City of Plano.

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

Section I. Section 8-20 of Article IV of Chapter 8, Fire Prevention and Protection, is hereby adopted to read as follows:

“Section 8-20. Mobile Community Healthcare Program:

A. Purpose: The purpose of this section is to establish the Mobile Community Healthcare Program and authorize Fire-Rescue Paramedics to provide emergency medical services by performing appropriate medical interventions to certain individuals at their residences who routinely and frequently call 9-1-1 requesting emergency medical services within the City of Plano.

B. Authority to Provide Emergency Medical Services: Texas Health and Safety Code Chapter 773, as amended; Texas Occupations Code Chapter 157, as amended; and Title 22 of the Texas Administrative Code Chapter 197, as amended, authorize Fire-Rescue Paramedics who are supervised by a Physician licensed to practice medicine in Texas to provide emergency medical services.

C. Mobile Community Healthcare Program:

- (1) Under the Mobile Community Healthcare Program, Fire-Rescue Paramedics who are under the supervision of a Physician licensed to practice medicine in Texas may use emergency medical services vehicles to provide emergency medical services, including immunization and vaccinations, to:
 - a. Individuals who meet criteria established by the Fire Chief, or designee; and/or
 - b. Individuals identified through a contract executed under Paragraph (4) below.
- (2) The Fire Chief, or designee, shall promulgate standard operating procedures regarding emergency medical services provided by Fire-Rescue Paramedics as part of the Mobile Community Healthcare Program.
- (3) A Physician licensed to practice medicine in Texas shall develop, implement, and revise protocols and standing delegation orders regarding emergency medical services provided by Fire-Rescue Paramedics as part of the Mobile Community Healthcare Program.
- (4) The City Manager, or designee, is hereby authorized to execute a contract or contracts on behalf of the City with any hospital within Plano city limits authorizing Fire-Rescue Paramedics, through the Mobile Community Healthcare Program, to provide emergency medical services to certain individuals who reside in the city, meet criteria established by a contract, and are designated by the contracting hospital. These contracts with hospitals must:
 - a. Require that any emergency medical services provided by Fire-Rescue Paramedics shall be provided under the supervision of the individual's treating Physician or the appropriate hospital medical staff and through the exercise of the supervising Physician's independent medical judgment;
 - b. require that the hospital develop treatment protocols for their discharged individuals receiving emergency medical services from Fire-Rescue Paramedics through the Mobile Community Healthcare Program, and that those treatment protocols are deemed by the Medical Director to be within the scope of the Fire-Rescue Paramedics' certification; and
 - c. require that any medications prescribed to individuals participating in the Mobile Community Healthcare Program will be prescribed by the individual's treating Physician or the appropriate hospital medical staff based on the prescribing Physician's relationship with the individual.

(5) Nothing in this article shall be construed to restrict a Physician from delegating administrative and technical or clinical tasks not involving the exercise of independent medical judgment to those specifically trained individuals instructed and directed by a licensed Physician who accepts responsibility for the acts of such allied health personnel. Further, nothing shall be construed to relieve the supervising Physician of the professional or legal responsibility for the care and treatment of his or her patients.”

Section II. All provisions of the Code of Ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section III. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph, or section of this Ordinance.

Section IV. The repeal of any Ordinance or part of Ordinances effectuated 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 at the time of passage of this Ordinance.

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

DULY PASSED AND APPROVED this the 11th day of January, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

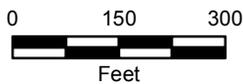
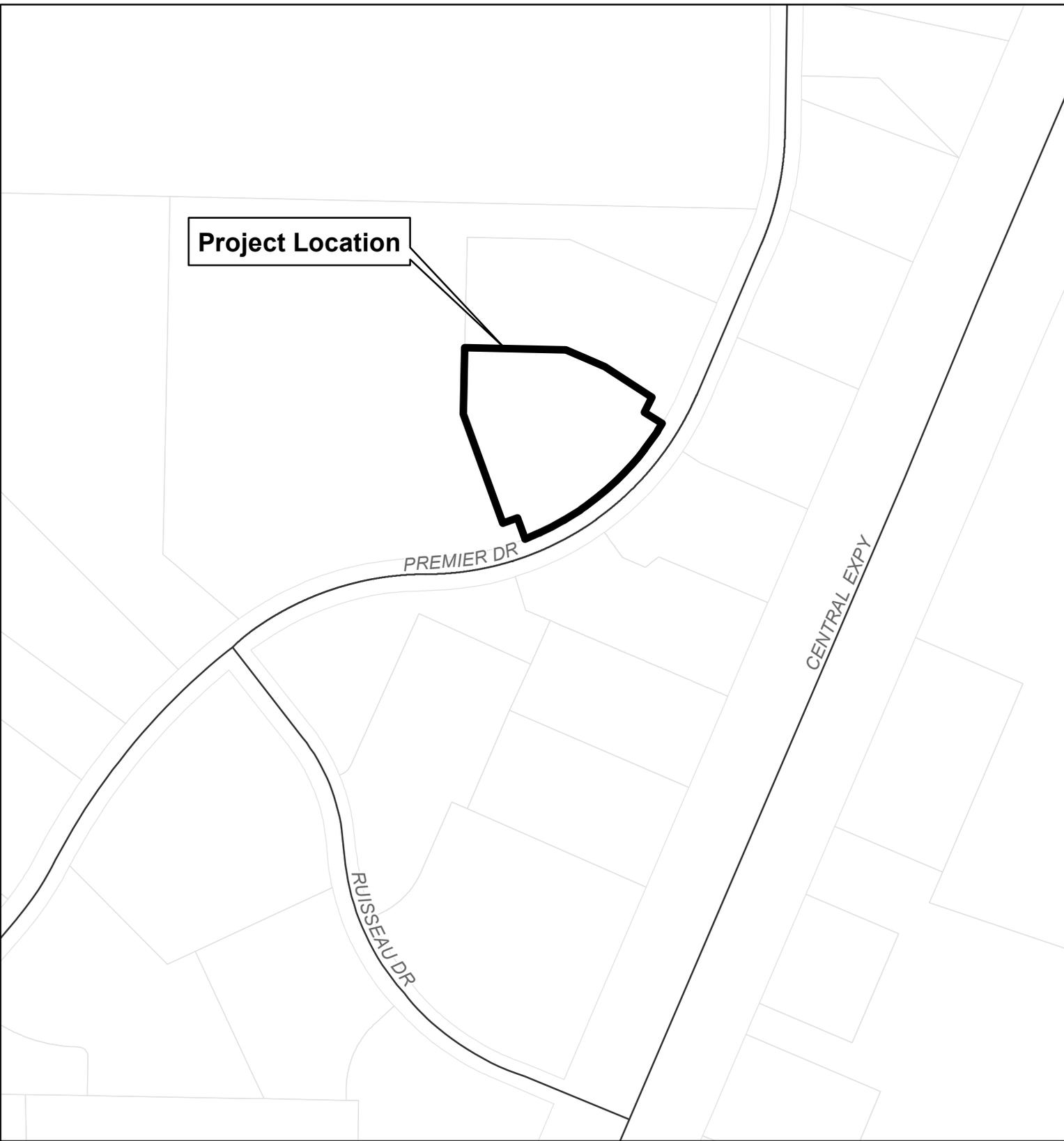
Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

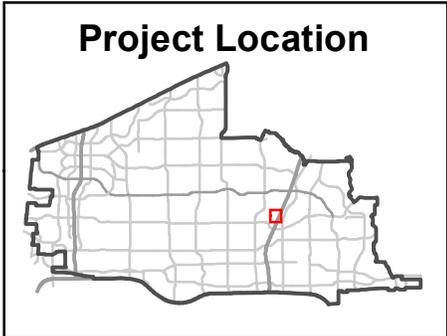
CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:	1/11/2016				
Department:	Engineering				
Department Head	B. Caleb Thornhill				
Project	Fairview Central Park Addition 5190-9 (Fairfield Inn)				
Agenda Coordinator (include phone #): Kathleen Schonne X-7198					
CAPTION					
<p>An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of a certain 15' Drainage Easement recorded in Volume 2014, Page 9, of the Official Public Records of Collin County, Texas and being situated in the Daniel Rowlett Survey, Abstract No. 738, 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 owner of the property underlying the easement, SAVOY PLANO HOTELS 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>					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): N/A					
<p>COMMENTS: This item has no financial impact. STRATEGIC PLAN GOAL: 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.</p>					
SUMMARY OF ITEM					
<p>The owner is requesting the abandonment of the easement because reconfiguration of the required 15' drainage easement has been included on the final plat, and the previous easement must be abandoned by separate instrument because it had been created by a separate instrument, Document No. 20140203000100040.</p> <p>https://www.google.com/maps/place/3415+Premier+Dr,+Plano,+TX+75023/@33.044491,-96.7030344,17.96z/data=!4m2!3m1!1s0x864c19ad8951e0d5:0xb127ab2d5f818694</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map Ordinance Petition for Abandonment					

georgetau.c:\projects\engineering\locaton\maps\12-15-2015_Project 5190-9 Fairview Central Park\Fairview Central Park Addition.mxd



City of Plano GIS Division
December, 2015

Fairview Central Park Addition Project No. 5190-9



An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of a certain 15-foot Drainage Easement recorded in Volume 2014, Page 9, of the Official Public Records of Collin County, Texas and being situated in the Daniel Rowlett Survey, Abstract No. 738, 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 owner of the property underlying the easement, SAVOY PLANO HOTELS 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 a certain 15-foot Drainage Easement, recorded in Volume 2014, Page 9, of the Official Public Records of Collin County, Texas (hereinafter called "Easement") being situated in the Daniel Rowlett Survey, Abstract No. 738, 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 "A" 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 owner of the property underlying the Easement; 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 owner of the property underlying the easement, 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 11th day of January, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT "A"

PETITION FOR ABANDONMENT

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting A 15' DRAINAGE EASEMENT (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:

PORTION OF 15' DRAINAGE EASEMENT
CREATED BY INSTRUMENT 2014 0203000100040

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

RECONFIGURATION OF THE REQUIRED 15'
DRAINAGE EASEMENT HAS BEEN INCLUDED
ON THE FINAL PLAT (LOT 3, BLK B, FAIRVIEW CENTRAL
PARK ADDITION)

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".~~
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:

N/A
SAVOY PLANO HOTELS LLC IS SOLE OWNER

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".

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".

[Remainder of page blank]

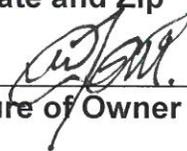
10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

SAVOY PLANO HOTELS LLC
Typed Name of Owner

6913 TRACELAND DRIVE
Address

PLANO, TX 75024
City, State and Zip

Dated: 12-14-15


Signature of Owner

Contact Person for Property Owners:

Name: JIM DEWEY, JR. / DEBRA COX

Phone No: (472) 252-5357

JDIR ENGINEERS & CONSULTANTS, INC.
2500 TEXAS DRIVE, SUITE 100
IRVING, TEXAS 75062

Exhibit "A-1"

EASEMENT DESCRIPTION

BEING a 0.0102 acre tract of land situated in the Daniel Rowlett Survey, Abstract No. 738, City of Plano, Collin County, Texas, and being a portion of Lot 3, Block B, Fairview Central Park, as recorded in Volume 2014, Page 9, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being a portion of a 15' drainage easement recorded in Inst. No. 20140203000100040, O.P.R.C.C.T., and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" capped iron rod stamped "JDJR" found for an angle point in the north line of said Lot 3;

THENCE North 55 degrees 53 minutes 05 seconds West, along the north line of said Lot 3, a distance of 32.94 feet to a point on north line of the aforementioned 15' drainage easement;

THENCE South 60 degrees 01 minutes 06 seconds West, departing the north line of said Lot 3 and continuing along the north line of said easement, a distance of 44.95 feet to the Point of Beginning;

THENCE South 60 degrees 01 minutes 06 seconds West, continuing along the north line of said easement, a distance of 33.93 feet to a point, said point being the northwest corner of said easement;

THENCE South 29 degrees 58 minutes 54 seconds East, along the west line of said easement, a distance of 15.00 feet to a point, said point being the southwest corner of said easement;

THENCE North 60 degrees 01 minutes 06 seconds East, along the south line of said easement, a distance of 25.27 feet to a point;

THENCE North 00 degrees 01 minutes 06 seconds East, across said easement, a distance of 17.32 feet to the Point of Beginning, and containing 0.0102 Acres (444 square feet) of land.

SURVEYOR'S STATEMENT

The easement shown hereon is a true representation of the property as determined by an actual survey made on the ground by me or under my personal supervision. This survey conforms to the Texas Board of Professional Land Surveyors' Minimum Standards of Practice, as adopted by the Board effective September 1,1992 and as revised by said Board.

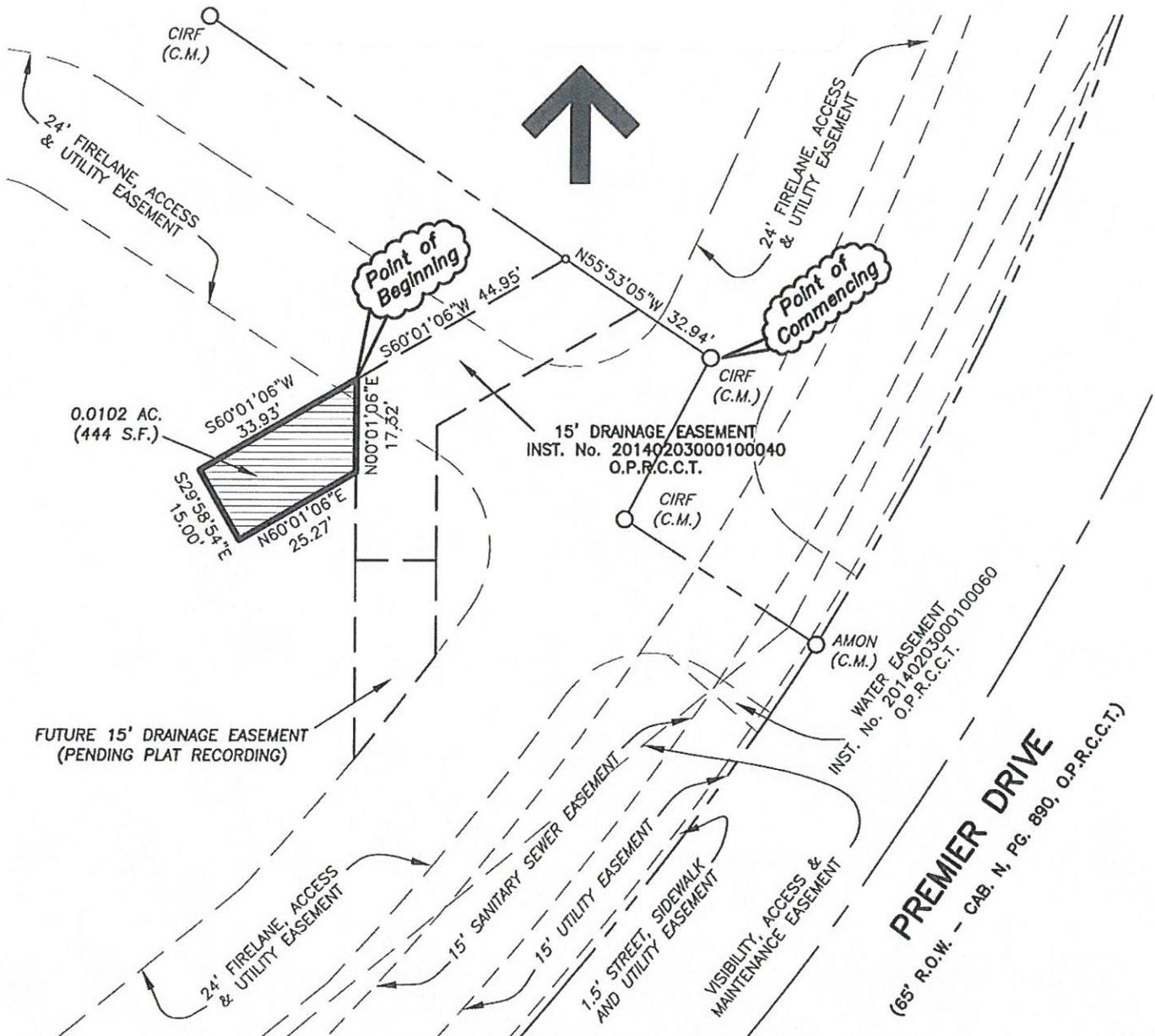


Kerry M Hoefner 02 MAY, 2014
KERRY M. HOEFNER - Registered Professional Land Surveyor 4562

© COPYRIGHT 2014

JDJR	ENGINEERS & CONSULTANTS, INC.
	TBPLS FIRM NO. 000356-00
ENGINEERS • SURVEYORS • LAND PLANNERS	
2500 Texas Drive, Suite 100 Irving, Texas 75082 Tel 972-252-5357 Fax 972-252-8958	

Exhibit "A-1"



**PROPOSED 15' DRAINAGE EASEMENT ABANDONMENT
OVER AND ACROSS A PORTION OF
LOT 3, BLOCK B, FAIRVIEW CENTRAL PARK
RECORDED IN VOL. 2014, PG. 9,
OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS**

ALL EASEMENTS ARE FROM THE PLAT OF FAIRVIEW CENTRAL PARK, AS RECORDED IN VOL. 2014, PG. 9, O.P.R.C.C.T. (UNLESS OTHERWISE NOTED)

CIRF 5/8" CAPPED IRON ROD FOUND W/ "JDJR"
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
CAB. CABINET
PG. PAGE
INST. INSTRUMENT

© COPYRIGHT 2014

GRAPHIC SCALE IN FEET



0 15 30
SCALE: 1" = 30'

SHEET 2 OF 2
JDJR No. 1121-1-14

JDJR

ENGINEERS & CONSULTANTS, INC.

TBPLS FIRM NO. 000356-00

ENGINEERS • SURVEYORS • LAND PLANNERS

2500 Texas Drive, Suite 100 Irving, Texas 75062
Tel 972-252-5357 Fax 972-252-8858



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 11, 2016		
Department:		Neighborhood Services		
Department Head		Lori Feild Schwarz		
Agenda Coordinator (include phone #): Doris Carter, ext. 5350				
CAPTION				
Public Hearing and consideration of a Resolution of the City of Plano, Texas, supporting an application for a nine percent (9%) housing tax credit (HTC) financing to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed affordable residential development project, located on the east side of Coit Road, 350± feet north of McDermott Road; and designating the City Manager, or his designee, to certify this resolution to TDHCA; and declaring an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no financial impact. STRATEGIC PLAN GOAL: Supporting applications for housing tax credit financing for proposed affordable residential development projects relates to the City's goal of Strong Local Economy and Partnering for Community Benefit.				
SUMMARY OF ITEM				
This resolution formally establishes the City of Plano's support for a housing tax credit (HTC) application to Texas Department of Housing and Community Affairs (TDHCA) to assist in financing the development of The Veranda Townhomes.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo				
Resolution				



Memorandum

Date: December 31, 2015

To: Bruce D. Glasscock, City Manager

From: Shanette Brown, Community Services Manager

Subject: City Support of a Housing Tax Credit Application

Housing Tax Credits (HTC), through the Texas Department of Housing and Community Affairs (TDHCA), promote the development of affordable rental housing for low income households. Texas Government Code §2306.6710 and Texas Administrative Code §11.09(d)(1) requires TDHCA applicants to submit a resolution of support or no objection that has been voted on and adopted by the governing body of the municipality in which the proposed project site is to be located, in order to satisfy threshold criteria. At the December 14, 2015 meeting, the Plano City Council established the process for review and evaluation of housing tax credit applications for consideration of city support. In accordance with the City of Plano process, Plano Housing Corporation, a local Community Housing Development Organization (CHDO), in collaboration with Rise Residential Offices, LP, is requesting support for the HTC application to the TDHCA for a proposed 9% Low-Income Housing Tax Credit project, The Veranda Townhomes.

On November 23, 2015, Plano Housing Corporation submitted an application for a Resolution of Support for the proposed project that is estimated to consist of 40 units; twenty of these units will be made affordable to households between 30 and 60% of the area median income (AMI). The 2015-2019 Consolidated Plan of Housing and Community Development Needs (the Plan) highlights the unmet housing affordability that low income renters experience. The Plan includes a decent housing strategy of encouraging the provision of decent, safe, and affordable housing for low and moderate income and special needs residents. Article XI of the City of Plano Code of Ordinances establishes an Infill Housing Program that promotes the development of real property for low and moderate income housing to effectuate the public purpose of providing affordable housing for low and moderate income families.

After review of the HTC application by the Neighborhood Services, Planning and Finance Departments, staff finds the request for a Resolution of Support to be in conformance with the City Council approved evaluation criteria. The application met a minimum of four out of the six threshold questions, and the project represented in the application appears financially viable based on information provided in the proposed budget.

XC: Frank F. Turner, Deputy City Manager
Jack Carr, Assistant City Manager
Lori Feild Schwarz, Director of Neighborhood Services

A Resolution of the City of Plano, Texas, supporting an application for nine percent (9%) housing tax credit (HTC) financing to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed affordable residential development project located on the east side of Coit Road, 350± feet north of McDermott Road; designating the City Manager, or his designee, to certify this resolution to TDHCA; and declaring an effective date.

WHEREAS, Plano Housing Corporation, with Rise Residential Offices LP, has proposed a development for affordable rental housing which will be named “The Veranda Townhomes” and will include approximately 40 units that will be located on the east side of Coit Road, 350± feet north of McDermott Road, in the City of Plano, Collin County; and

WHEREAS, Plano Housing Corporation intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2016 Competitive 9% Housing Tax Credits for The Veranda Townhomes; and

WHEREAS, the applicant, Plano Housing Corporation, is a local Community Housing Development Organization (CHDO) and recipient of City of Plano U.S. Department of Housing and Urban Development (HUD) Home Investment Partnership (HOME) grant funds; and

WHEREAS, the City of Plano Housing Infill Program encourages the development of real property for low and moderate income housing; and

WHEREAS, the 2015-2019 Consolidated Plan of Housing and Community Development Needs notes that low income renters within the City of Plano have unmet housing needs, mostly related to affordability; and

WHEREAS, this Resolution is specifically related to potential financing only and makes no finding regarding either the suitability of the proposed development site or compliance with the city’s development regulations, and approval of this resolution will not be construed as a development permit or approval; and

WHEREAS, it is in the public interest of the citizens of the City of Plano that the application be made for such funding.

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

SECTION I. In accordance with Texas Government Code §2306.6710 and Texas Administrative Code §11.09(d)(1), the City of Plano, acting through its governing body, hereby confirms that it supports the proposed application for The Veranda Townhomes, located on the east side of Coit Road, 350± feet north of McDermott Road, and that this formal action has been taken to put on record the opinion expressed by the City of Plano on January 11, 2016.

SECTION II. The City Manager, or his designee, is hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Housing and Community Affairs.

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

DULY PASSED AND APPROVED THIS THE 11TH DAY OF JANUARY, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

Approved as to form:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		January 11, 2016		
Department:		Neighborhood Services		
Department Head		Lori Feild Schwarz		
Agenda Coordinator (include phone #): Doris Carter, ext. 5350				
CAPTION				
<p>Public Hearing and consideration of a Resolution of the City of Plano, Texas, supporting an application for a nine percent (9%) housing tax credit (HTC) financing to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed affordable residential development project, located on 4.8± acres bounded by 14th Street on the north, G Avenue on the east, 13th/14th Connector on the south and F Avenue on the west; and designating the City Manager, or his designee, to certify this resolution to TDHCA; and declaring an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
<p>COMMENTS: This item has no financial impact.</p> <p>STRATEGIC PLAN GOAL: Supporting applications for housing tax credit financing for proposed affordable residential development projects relates to the City's goal of Strong Local Economy and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>This resolution formally establishes the City of Plano's support for a housing tax credit (HTC) application to Texas Department of Housing and Community Affairs (TDHCA) to assist in financing the development of The Artist Lofts.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo				
Resolution				



Memorandum

Date: December 31, 2015

To: Bruce D. Glasscock, City Manager

From: Shanette Brown, Community Services Manager

Subject: City Support of a Housing Tax Credit Application

Housing Tax Credits (HTC), through the Texas Department of Housing and Community Affairs (TDHCA), promote the development of affordable rental housing for low income households. Texas Government Code §2306.6710 and Texas Administrative Code §11.09(d)(1) requires TDHCA applicants to submit a resolution of support or no objection that has been voted on and adopted by the governing body of the municipality in which the proposed project site is to be located, in order to satisfy threshold criteria. At the December 14, 2015 meeting, the Plano City Council established the process for review and evaluation of housing tax credit applications for consideration of city support. In accordance with the City of Plano process, Plano Housing Corporation, a local Community Housing Development Organization (CHDO), in collaboration with Rise Residential Offices, LP, is requesting support for the HTC application to the TDHCA for a proposed 9% Low-Income Housing Tax Credit project, The Artist Lofts.

On December 23, 2015, Plano Housing Corporation submitted an application for a Resolution of Support for their proposed 9% Low-Income Housing Tax Credit project, The Artist Lofts. The proposed project is estimated to consist of 176 units, 88 of which will be made affordable to households between 30 and 60% of the area median income (AMI). The 2015-2019 Consolidated Plan of Housing and Community Development Needs (the Plan) highlights the unmet housing affordability that low income renters experience. The Plan includes a decent housing strategy of encouraging the provision of decent, safe, and affordable housing for low and moderate income and special needs residents. Article XI of the City of Plano Code of Ordinances establishes an Infill Housing Program that promotes the development of real property for low and moderate income housing to effectuate the public purpose of providing affordable housing for low and moderate income families.

After review of the HTC application by the Neighborhood Services, Planning and Finance Departments, staff finds the request for a Resolution of Support to be in conformance with the City Council approved evaluation criteria. The application met a minimum of four out of the six threshold questions, and the project represented in the application appears financially viable based on information provided in the proposed budget.

XC: Frank F. Turner, Deputy City Manager
Jack Carr, Assistant City Manager
Lori Feild Schwarz, Director of Neighborhood Services

A Resolution of the City of Plano, Texas, supporting an application for nine percent (9%) housing tax credit (HTC) financing to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed affordable residential development project located on 4.8± acres bounded by 14th Street on the north, G Avenue on the east, 13th/14th Connector on the south and F Avenue on the west; designating the City Manager, or his designee, to certify this resolution to TDHCA; and declaring an effective date.

WHEREAS, Plano Housing Corporation has proposed a development for affordable rental housing which will be named “The Artist Lofts” and will include approximately 176 units that will be located on 4.8± acres bounded by 14th Street on the north, G Avenue on the east, 13th/14th Connector on the south and F Avenue on the west, in the City of Plano, Collin County; and

WHEREAS, Plano Housing Corporation intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2016 Competitive 9% Housing Tax Credits for The Artist Lofts; and

WHEREAS, the applicant, Plano Housing Corporation, is a local Community Housing Development Organization (CHDO) and recipient of City of Plano U.S. Department of Housing and Urban Development (HUD) Home Investment Partnership (HOME) grant funds; and

WHEREAS, the City of Plano Housing Infill Program encourages the development of real property for low and moderate income housing; and

WHEREAS, the 2015-2019 Consolidated Plan of Housing and Community Development Needs notes that low income renters within the City of Plano have unmet housing needs, mostly related to affordability; and

WHEREAS, this Resolution is specifically related to potential financing only and makes no finding regarding either the suitability of the proposed development site or compliance with the city’s development regulations, and approval of this resolution will not be construed as a development permit or approval; and

WHEREAS, it is in the public interest of the citizens of the City of Plano that the application be made for such funding.

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

SECTION I. In accordance with Texas Government Code §2306.6710 and Texas Administrative Code §11.09(d)(1), the City of Plano, acting through its governing body, hereby confirms that it supports the proposed application for The Artist Lofts, located on 4.8± acres bounded by 14th Street on the north, G Avenue on the east, 13th/14th Connector on the south and F Avenue on the west, and that this formal action has been taken to put on record the opinion expressed by the City of Plano on January 11, 2016.

SECTION II. The City Manager, or his designee, is hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Housing and Community Affairs.

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

DULY PASSED AND APPROVED THIS THE 11TH DAY OF JANUARY, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

Approved as to form:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		January 11, 2016		
Department:		Neighborhood Services		
Department Head		Lori Feild Schwarz		
Agenda Coordinator (include phone #): Doris Carter, ext. 5350				
CAPTION				
Public Hearing and consideration of a Resolution of the City of Plano, Texas, supporting an application for a nine percent (9%) housing tax credit (HTC) financing to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed affordable residential development project, located on Enterprise Drive near West Park Boulevard; and designating the City Manager, or his designee, to certify this resolution to TDHCA; and declaring an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no financial impact. STRATEGIC PLAN GOAL: Supporting applications for housing tax credit financing for proposed affordable residential development projects relates to the City's goal of Strong Local Economy and Partnering for Community Benefit.				
SUMMARY OF ITEM				
This resolution formally establishes the City of Plano's support for a housing tax credit (HTC) application to Texas Department of Housing and Community Affairs (TDHCA) to assist in financing the development of Maddox Square.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo				
Resolution				



Memorandum

Date: December 31, 2015

To: Bruce D. Glasscock, City Manager

From: Shanette Brown, Community Services Manager

Subject: City Support of a Housing Tax Credit Application

Housing Tax Credits (HTC), through the Texas Department of Housing and Community Affairs (TDHCA), promote the development of affordable rental housing for low income households. Texas Government Code §2306.6710 and Texas Administrative Code §11.09(d)(1) requires TDHCA applicants to submit a resolution of support or no objection that has been voted on and adopted by the governing body of the municipality in which the proposed project site is to be located, in order to satisfy threshold criteria. At the December 14, 2015 meeting, the Plano City Council established the process for review and evaluation of housing tax credit applications for consideration of city support. In accordance with the City of Plano process, Saigebrook Development is requesting support for the HTC application to the TDHCA for a proposed 9% Low-Income Housing Tax Credit project, Maddox Square.

On December 30, 2015, Saigebrook Development submitted an application for a Resolution of Support for their proposed 9% Low-Income Housing Tax Credit project, Maddox Square. The proposed project is estimated to consist of 92 units, 82 of which will be made affordable to households between 30 and 60% of the area median income. The 2015-2019 Consolidated Plan of Housing and Community Development Needs (the Plan) highlights the unmet housing affordability that low income renters experience. The Plan includes a decent housing strategy of encouraging the provision of decent, safe, and affordable housing for low and moderate income and special needs residents. Article XI of the City of Plano Code of Ordinances establishes an Infill Housing Program that promotes the development of real property for low and moderate income housing to effectuate the public purpose of providing affordable housing for low and moderate income families.

After review of the HTC application by the Neighborhood Services, Planning and Finance Departments, staff finds the request for a Resolution of Support to be in conformance with the City Council approved evaluation criteria. The application met a minimum of four out of the six threshold questions, and the project represented in the application appears financially viable based on information provided in the proposed budget.

XC: Frank F. Turner, Deputy City Manager
Jack Carr, Assistant City Manager
Lori Feild Schwarz, Director of Neighborhood Services

A Resolution of the City of Plano, Texas, supporting an application for nine percent (9%) housing tax credit (HTC) financing to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed affordable residential development project located on Enterprise Drive near West Park Boulevard; designating the City Manager, or his designee, to certify this resolution to TDHCA; and declaring an effective date.

WHEREAS, Saigebrook Development has proposed a development for affordable rental housing which will be named “Maddox Square” and will include approximately 92 units that will be located on Enterprise Drive near West Park Boulevard, in the City of Plano, Collin County; and

WHEREAS, Saigebrook Development intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2016 Competitive 9% Housing Tax Credits for Maddox Square; and

WHEREAS, the City of Plano Housing Infill Program encourages the development of real property for low and moderate income housing; and

WHEREAS, the 2015-2019 Consolidated Plan of Housing and Community Development Needs notes that low income renters within the City of Plano have unmet housing needs, mostly related to affordability; and

WHEREAS, this Resolution is specifically related to potential financing only and makes no finding regarding either the suitability of the proposed development site or compliance with the city’s development regulations, and approval of this resolution will not be construed as a development permit or approval; and

WHEREAS, it is in the public interest of the citizens of the City of Plano that the application be made for such funding.

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

SECTION I. In accordance with Texas Government Code §2306.6710 and Texas Administrative Code §11.09(d)(1), the City of Plano, acting through its governing body, hereby confirms that it supports the proposed application for Maddox Square, located on Enterprise Drive near West Park Boulevard, and that this formal action has been taken to put on record the opinion expressed by the City of Plano on January 11, 2016.

SECTION II. The City Manager, or his designee, is hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Housing and Community Affairs.

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

DULY PASSED AND APPROVED THIS THE 11TH DAY OF JANUARY, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

Approved as to form:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		January 11, 2016		
Department:		Neighborhood Services		
Department Head		Lori Feild Schwarz		
Agenda Coordinator (include phone #): Doris Carter, ext. 5350				
CAPTION				
Public Hearing and consideration of a Resolution of the City of Plano, Texas, supporting an application for a nine percent (9%) housing tax credit (HTC) financing to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed affordable residential development project, located Chase Oaks Boulevard and State Highway 75; and designating the City Manager, or his designee, to certify this resolution to TDHCA; and declaring an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no financial impact.				
STRATEGIC PLAN GOAL: Supporting applications for housing tax credit financing for proposed affordable residential development projects relates to the City's goal of Strong Local Economy and Partnering for Community Benefit.				
SUMMARY OF ITEM				
This resolution formally establishes the City of Plano's support for a housing tax credit (HTC) application to Texas Department of Housing and Community Affairs (TDHCA) to assist in financing the development of Orchard Landing.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				
Resolution				



Memorandum

Date: December 31, 2015
To: Bruce D. Glasscock, City Manager
From: Shanette Brown, Community Services Manager
Subject: **City Support of a Housing Tax Credit Application**

Housing Tax Credits (HTC), through the Texas Department of Housing and Community Affairs (TDHCA), promote the development of affordable rental housing for low income households. Texas Government Code §2306.6710 and Texas Administrative Code §11.09(d)(1) requires TDHCA applicants to submit a resolution of support or no objection that has been voted on and adopted by the governing body of the municipality in which the proposed project site is to be located, in order to satisfy threshold criteria. At the December 14, 2015 meeting, the Plano City Council established the process for review and evaluation of housing tax credit applications for consideration of city support. In accordance with the City of Plano process, Saigebrook Development is requesting support for the HTC application to the TDHCA for a proposed 9% Low-Income Housing Tax Credit project, Orchard Landing.

On December 30, 2015, Saigebrook Development submitted an application for a Resolution of Support for their proposed 9% Low-Income Housing Tax Credit project, Orchard Landing. The proposed project is estimated to consist of 92 units, 83 of which will be made affordable to households between 30 and 60% of the area median income (AMI). The 2015-2019 Consolidated Plan of Housing and Community Development Needs (the Plan) highlights the unmet housing affordability that low income renters experience. The Plan includes a decent housing strategy of encouraging the provision of decent, safe, and affordable housing for low and moderate income and special needs residents. Article XI of the City of Plano Code of Ordinances establishes an Infill Housing Program that promotes the development of real property for low and moderate income housing to effectuate the public purpose of providing affordable housing for low and moderate income families.

After review of the HTC application by the Neighborhood Services, Planning and Finance Departments, staff finds the request for a Resolution of Support to be in conformance with the City Council approved evaluation criteria. The application met a minimum of four out of the six threshold questions, and the project represented in the application appears financially viable based on information provided in the proposed budget.

XC: Frank F. Turner, Deputy City Manager
Jack Carr, Assistant City Manager
Lori Feild Schwarz, Director of Neighborhood Services

A Resolution of the City of Plano, Texas, supporting an application for nine percent (9%) housing tax credit (HTC) financing to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed affordable residential development project located at Chase Oaks Boulevard and State Highway 75; designating the City Manager, or his designee, to certify this resolution to TDHCA; and declaring an effective date.

WHEREAS, Saigebrook Development has proposed a development for affordable rental housing which will be named "Orchard Landing" and will include approximately 92 units that will be located at Chase Oaks Boulevard and State Highway 75, in the City of Plano, Collin County; and

WHEREAS, Saigebrook Development intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2016 Competitive 9% Housing Tax Credits for Orchard Landing; and

WHEREAS, the City of Plano Housing Infill Program encourages the development of real property for low and moderate income housing; and

WHEREAS, the 2015-2019 Consolidated Plan of Housing and Community Development Needs notes that low income renters within the City of Plano have unmet housing needs, mostly related to affordability; and

WHEREAS, this Resolution is specifically related to potential financing only and makes no finding regarding either the suitability of the proposed development site or compliance with the city's development regulations, and approval of this resolution will not be construed as a development permit or approval; and

WHEREAS, it is in the public interest of the citizens of the City of Plano that the application be made for such funding.

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

SECTION I. In accordance with Texas Government Code §2306.6710 and Texas Administrative Code §11.09(d)(1), the City of Plano, acting through its governing body, hereby confirms that it supports the proposed application for Orchard Landing, located at Chase Oaks Boulevard and State Highway 75, and that this formal action has been taken to put on record the opinion expressed by the City of Plano on January 11, 2016.

SECTION II. The City Manager, or his designee, is hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Housing and Community Affairs.

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

DULY PASSED AND APPROVED THIS THE 11TH DAY OF JANUARY, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

Approved as to form:

Paige Mims, CITY ATTORNEY

DATE: December 8, 2015
TO: Honorable Mayor & City Council
FROM: John Muns, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of December 7, 2015

AGENDA ITEM NO. 1A
PUBLIC HEARING: ZONING CASE 2015-18
APPLICANT: PITMAN PARTNERS LTD

Request to amend Planned Development-109-Retail/General Office and Planned Development-60-General Office on 61.6± acres located at the southwest corner of Park Boulevard and Alma Drive to allow for Patio Home with modified development standards. Zoned Planned Development-109-Retail/General Office and Planned Development-60-General Office. Tabled July 20, 2015, August 3, 2015, August 17, 2015, October 19, 2015, and November 16, 2015.

APPROVED: 4-2 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: SUPPORT: 2 OPPOSE: 0

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

PETITION(S) RECEIVED: 0 # OF SIGNATURES: 0

STIPULATIONS:

Recommended for approval. The commissioners voting in opposition to the request, believed the property was inappropriate for residential development due to the adjacent office use.

(Proposed additions are indicated by underlined text; deletions are indicated by strikethrough text.)

Planned Development-60-General Office

Restrictions:

1. Maximum Floor Area Ratio: 4:1
2. North of West 15th St., buildings and structures greater than two stories in height shall have a minimum setback from West 15th St. of 200 feet.

- ~~3. Dedication of a tract of land 50 feet from the high back of the west side of Spring Creek extending from the southern boundary of the tract to the northern boundary of the tract to be used as a greenbelt park site by the City of Plano.~~
3. Within 900 feet of the right-of-way line of Park Blvd., single-family residence is an additional permitted use when developed simultaneously with or subsequent to contiguous residential development within PD-109-R/O-2. Residences must be developed in accordance with the PH zoning district standards.

Planned Development-109-Retail/General Office

Restrictions:

~~Concept plan being adopted as part of this ordinance.~~

Single-family residence is an additional permitted use when developed in accordance with the Patio Home (PH) zoning district standards with the following exceptions:

1. Minimum Rear Yard Setback adjacent to Park Blvd.: 20 feet
2. Residential lots must be set back a minimum of 130 feet from automobile fueling station pump islands within Collin Creek Corporate Center, Block A, Lot 4.
3. Residential lots must be screened by a 6-foot high masonry wall located along the western and southern lot lines of Collin Creek Corporate Center, Block A, Lot 4.

FOR CITY COUNCIL MEETING OF: January 11, 2016, (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

ST/dr

xc: Pitman Partners, LTD
Bryan D. Klein, ION Design Group, LLC
Wayne Snell, Permit Services Manager

<https://goo.gl/maps/xMDXhWsq1jQ2>

CITY OF PLANO
PLANNING & ZONING COMMISSION

December 7, 2015

Agenda Item No. 1A

Public Hearing: Zoning Case 2015-18

Applicant: Pitman Partners LTD

DESCRIPTION:

Request to amend Planned Development-109-Retail/General Office and Planned Development-60-General Office on 61.6± acres located at the southwest corner of Park Boulevard and Alma Drive to allow for Patio Home with modified development standards. Zoned Planned Development-109-Retail/General Office and Planned Development-60-General Office. Tabled July 20, 2015, August 3, 2015, August 17, 2015, October 19, 2015, and November 16, 2015.

REMARKS:

This item was tabled at the November 16, 2015 Planning & Zoning Commission meeting. It must be removed from the table for consideration.

The purpose of this request is to amend Planned Development-109-Retail/General Office (PD-109-R/O-2) and Planned Development-60-General Office (PD-60-O-2) to allow for single-family residences developed with Patio Home (PH) zoning standards on a portion of the subject property. A planned development district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions. The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling and warehousing. 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 PH district is intended to provide for areas of detached, zero lot line, and single-family development in a clustered lot pattern with a common usable open space system that is an integral part of the development.

A concept plan, Villages at Park & Alma, accompanies this request as Agenda Item 1B.

Background

PD-60-O-2 was initially created in the early 1970s for the purpose of developing an office park. Today, portions of PD-60-O-2 are developed with office, public school, bank and religious facility uses. PD-109-R/O-2, formerly Planned Development-63-Retail, was created in 2000 with the intent of expanding office uses on property adjacent to Park Boulevard. Currently, PD-109-R/O-2 is mostly vacant with the exception of a convenience store with gas pumps located at the southwest corner of Park Boulevard and Alma Drive.

Surrounding Land Use and Zoning

To the north, across Park Boulevard, is existing City of Plano property zoned Agricultural (A) which will be used as future park land. To the west are existing residential developments zoned Single-Family Residence-9 (SF-9) and Single-Family Residence-7 (SF-7). To the east, across Alma Drive, are existing retail, restaurant, general office, and electrical substation developments zoned Corridor Commercial (CC) with Specific Use Permit #637 for Assisted Living Facility, Planned Development-195-Corridor Commercial, and Planned Development-474-Corridor Commercial. A portion of the CC property to the east is also currently under consideration for residential zoning as requested by Zoning Case 2015-24. To the south is an existing religious facility and a single-family residence zoned SF-7. Additionally, an existing residence zoned A occupies a property within the central portion of PD-60-O-2, located on the west side of Alma Drive, 550± feet north of 15th Street.

Proposed Planned Development Stipulations

The requested zoning is to amend PD-60-O-2 and PD-109-R/O-2. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to amend PD-60-O-2 and PD-109-R/O-2 to allow for patio home residences.

Design Standards - The language in the proposed PD amendments would allow this site to be developed as single-family residences built to comply with development standards of the PH zoning district with a modified building setback and a restriction to the area of residential uses.

The amended PD language is as follows:

PD-60-O-2

Restrictions:

1. Maximum Floor Area Ratio: 4:1

2. North of West 15th St., buildings and structures greater than 2 stories in height shall have a minimum setback from West 15th St. of 200 feet.
3. Within 900 feet of the right-of-way line of Park Blvd., single-family residence is an additional permitted use when developed simultaneously with or subsequent to contiguous residential development within PD-109-R/O-2. Residences must be developed in accordance with the PH zoning district standards.

PD-109-R/O-2

Restrictions:

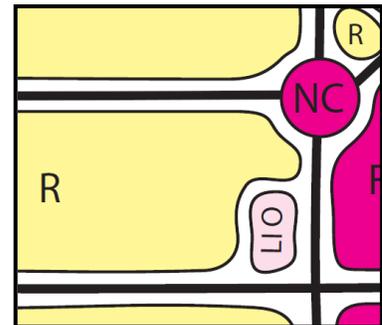
Single-family residence is an additional permitted use when developed in accordance with the Patio Home (PH) zoning district standards with the following exceptions:

1. Minimum Rear Yard Setback adjacent to Park Blvd.: 20 feet
2. Residential lots must be set back a minimum of 130 feet from automobile fueling station pump islands within Collin Creek Corporate Center, Block A, Lot 4.
3. Residential lots must be screened by a 6-foot high masonry wall located along the western and southern lot lines of Collin Creek Corporate Center, Block A, Lot 4.

Conformance to the Comprehensive Plan

This zoning case was submitted prior to the approval of the Plano Tomorrow Plan. Therefore, the policies of the previous Comprehensive Plan are applicable to this request.

Future Land Use Plan - The Future Land Use Plan designates this property as Neighborhood Commercial (NC), Residential (R), and Low Intensity Office (LIO). The subject property associated with the applicant's concept plan is designated as R; therefore, the request is in conformance with the future land use map.



Residential rezoning may be appropriate in accordance with the Redevelopment and Undeveloped Land Policies. Those policies that apply to this request are noted below:

1. All residential rezoning requests should be evaluated to determine the impact on infrastructure, public safety response, school capacity, and access to and availability of amenities and services. Staff has provided details regarding this policy in the sections below.
2. Isolated residential development should not be permitted; residential rezoning requests need to establish a complete neighborhood, or expand an existing neighborhood or an urban mixed-use center. Mid-rise multifamily development (5 to 12 stories) and special needs housing (i.e. senior housing) could be an exception if

the surrounding land uses are compatible. As an extension of the residential neighborhood to the west, this request is in conformance with this policy recommendation.

Adequacy of Public Facilities - Water and sanitary sewer services are available to serve the subject property. The available sanitary sewer capacity is sufficient to handle additional commercial development in the area; however, the applicant may be responsible for making improvements to the sanitary sewer system to increase the system capacity if the property was rezoned for residential uses.

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request. However, in considering the traffic impact of the proposed residential development, using the average Institute of Traffic Engineers (ITE) trip generation rates, staff compared the proposed residential development with the potential build-out of the subject property as office. Using information based upon the existing adjacent office buildings, staff estimated that 324,000± square feet of office could reasonably develop on the subject property. The table below shows the estimated traffic generation during peak hours (7:00-9:00 a.m. and 4:00-6:00 p.m.):

	AM	PM
Patio Home (70 units)	54	71
General Office	502	483

From these calculations, it is evident that general office development would generate greater peak traffic than the requested residential subdivision.

Public Safety Response Time - Based upon existing personnel, equipment, and facilities, fire emergency response times will be sufficient to serve the site. Additional residential units in this area will increase EMS and fire calls for service and may impact future staffing levels and the type of equipment assigned to area fire stations.

Access to and Availability of Amenities and Services - The subject property is within a Park Fee service area. The future South Central Community Park site will be located to the north of the subject property, across Park Boulevard. Harrington Park is also located 1,200± feet to the east of the subject property, across Alma Drive. Additionally, private open space required by the PH district will serve the residents of this area.

Future residents would be served by both Harrington and Schimelpfenig Libraries, which have sufficient capacity to serve the development.

School Capacity - Staff has included a letter from Plano Independent School District regarding school capacity.

Economic Development Element - The Economic Development Element of the Comprehensive Plan encourages the preservation of land in employment centers for future economic development. The element states that:

“Rezoning requests must be carefully examined to ensure that proposed locations are suitable for residential development and that Plano’s economic viability is not being jeopardized in order to accommodate short-term demand. The availability of undeveloped “greenfield” sites is vital to encourage expansion and relocation of businesses. Therefore, the City should preserve land along the expressway corridors and in the employment centers for future economic development opportunities.”

This property is not within an expressway corridor, and it is not within an employment center. Rezoning a portion of the subject property for residential uses would limit future expansion opportunities for the existing office park development. However, the vacant portion of PD-60-O-2 to the south could accommodate future economic development opportunities in accordance with the O-2 zoning district. If approved, the requested amendments would leave 8.3± acres of undeveloped land adjacent to the existing office buildings with frontage on Alma Drive for future economic development opportunities.

Infill Housing Policy Statement - The Housing Element of the Comprehensive Plan identifies infill development as a primary opportunity for new housing in Plano and further states that it is important to ensure that potential infill projects complement and enhance development already in place. The request is an extension of the existing residential subdivision to the west. Although the proposed subdivision will have frontage on Park Boulevard and Alma Drive, the existing office buildings will still have access and visibility to both rights-of-way, and vacant property will be reserved adjacent to Alma Drive for future economic development opportunities.

Rezoning Property to Meet Demand - This policy statement provides recommendations regarding the appropriateness of properties for residential uses. Recommendations include:

1. A property must be physically appropriate (size, dimensions, shape) for residential use.
2. The area is not affected by adverse environmental conditions such as noise, light, and fumes.
3. The area is an extension of a residential neighborhood.
4. The rezoning would not result in residential tracts inconsistent with the Comprehensive Plan.

The subject property is physically capable of accommodating residential uses and is an extension of a residential neighborhood, as shown in the companion concept plan. The property may be affected by adverse environmental conditions as it is adjacent to an existing gas station development, with the closest residential lot located 65± feet to the southwest. However, the requested PD amendments include requiring a masonry screening wall and specifying a minimum distance of 130 feet as separation for the proposed residential lots. Staff believes the request is generally in conformance with this policy statement.

ISSUES:

Proposed PD Amendments

The proposed PD language is intended to allow for single-family residential uses in accordance with the PH zoning district with some modifications. Currently, PD-109-R/O-2 requires a concept plan be adopted with the zoning. When the PD was created, adjacent residential property owners were generally concerned about the opportunity for a variety of potential commercial development. The concept plan was adopted with the zoning to require only general office development on the property. Attaching a concept plan to zoning is a non-standard practice; therefore, staff believes this stipulation is no longer necessary. If residential zoning is appropriate for the property, staff does not believe the concept plan requirement is needed. Additionally, the requirement for dedication of a park site is no longer applicable. This language referenced a previous requirement that was applicable when the PD was much larger. Today, the creek is not located within the PD, therefore staff believes this requirement should be removed.

Adjacent to Park Boulevard, the applicant is proposing a five foot reduction to the rear yard setback. The requested reduction allows for the proposed streets to align with the existing streets within the residential subdivision to the west. Additionally, the applicant is proposing to require a six-foot masonry screening wall adjacent to the existing gas station property (Collin Creek Corporate Center, Block A, Lot 4) and that residential lots be separated from the gas pumps by a minimum of 130 feet. This 130 foot setback is less than the required 150 foot setback, which is measured from the property line, as specified by the city's Residential Adjacency Standards. However, staff believes the setback, coupled with the required screening wall, is appropriate in order to accommodate infill residential development in this location. The 130 foot setback is large enough to accommodate open space with landscaping or a public street, which will serve as additional separation for residential lots.

Finally, the applicant is proposing residential uses be restricted to a maximum distance of 900 feet from the right-of-way line of Park Boulevard. This distance is intended to preserve the existing drive for the office buildings. This dimension will allow the property owner to develop a residential presence, while leaving a significant undeveloped parcel available for future economic opportunities to the south. For these reasons, staff is in support of the PD amendments.

SUMMARY:

The applicant is requesting to amend PD-60-O-2 and PD-109-R/O-2 to allow for residential uses in accordance with the PH zoning district regulations, with some modifications. The area requested for residential uses is consistent with the previous Comprehensive Plan recommendations. This property is an extension of existing residential uses to the west, and the proposed PD language will allow for adequate separation from adjacent nonresidential uses. For these reasons, staff is in support of the requested PD amendments.

RECOMMENDATION:

Recommended for approval as follows:

(Proposed additions are indicated by underlined text; deletions are indicated by strikethrough text.)

Planned Development-60-General Office

Restrictions:

1. Maximum Floor Area Ratio: 4:1
2. North of West 15th St., buildings and structures greater than two stories in height shall have a minimum setback from West 15th St. of 200 feet.
- ~~3. Dedication of a tract of land 50 feet from the high back of the west side of Spring Creek extending from the southern boundary of the tract to the northern boundary of the tract to be used as a greenbelt park site by the City of Plano.~~
3. Within 900 feet of the right-of-way line of Park Blvd., single-family residence is an additional permitted use when developed simultaneously with or subsequent to contiguous residential development within PD-109-R/O-2. Residences must be developed in accordance with the PH zoning district standards.

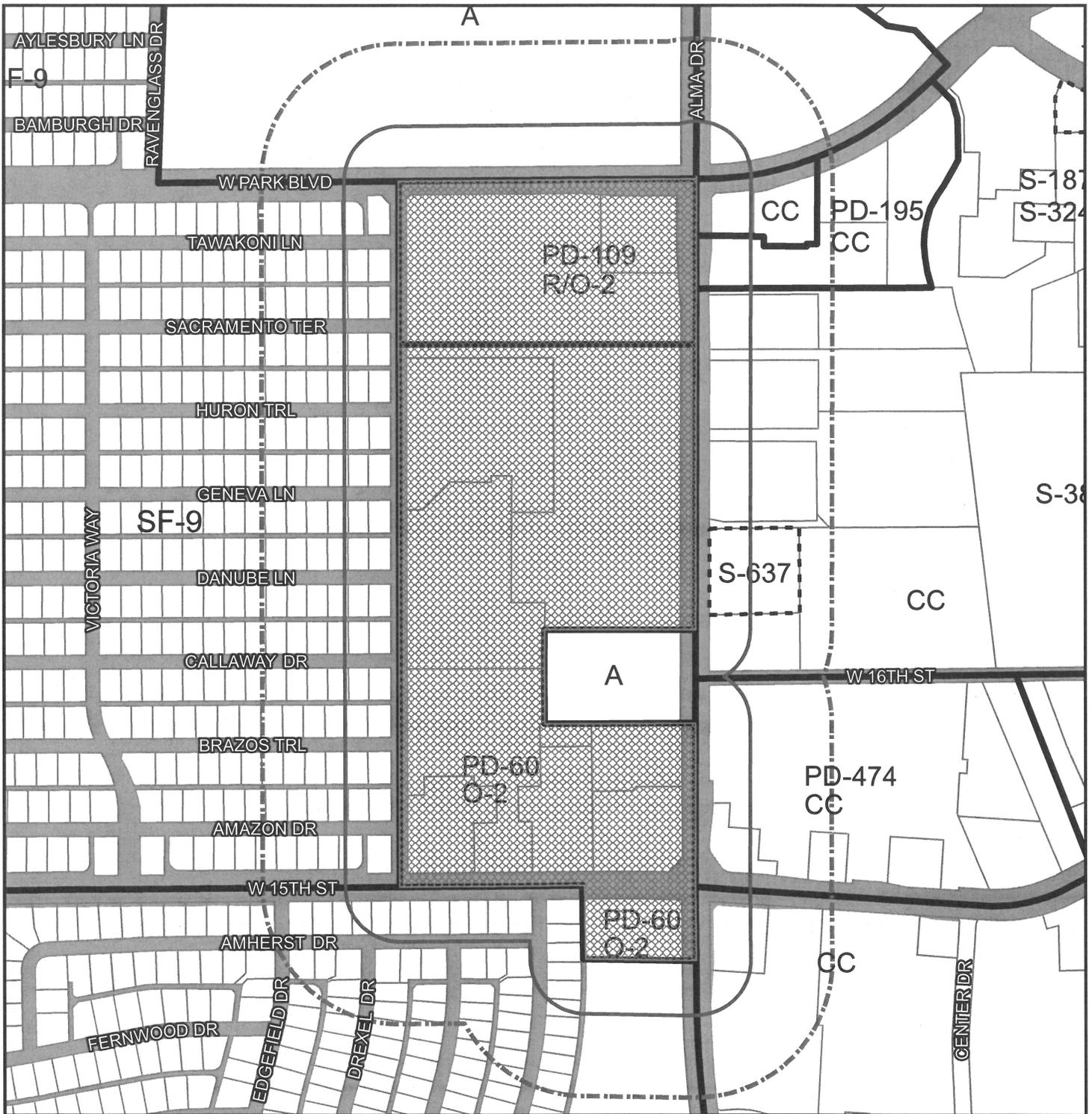
Planned Development-109-Retail/General Office

Restrictions:

~~Concept plan being adopted as part of this ordinance.~~

Single-family residence is an additional permitted use when developed in accordance with the Patio Home (PH) zoning district standards with the following exceptions:

1. Minimum Rear Yard Setback adjacent to Park Blvd.: 20 feet
2. Residential lots must be set back a minimum of 130 feet from automobile fueling station pump islands within Collin Creek Corporate Center, Block A, Lot 4.
3. Residential lots must be screened by a 6-foot high masonry wall located along the western and southern lot lines of Collin Creek Corporate Center, Block A, Lot 4.

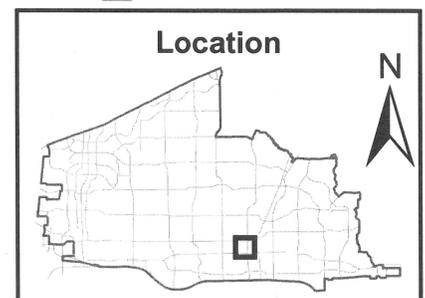


Zoning Case #: 2015-18

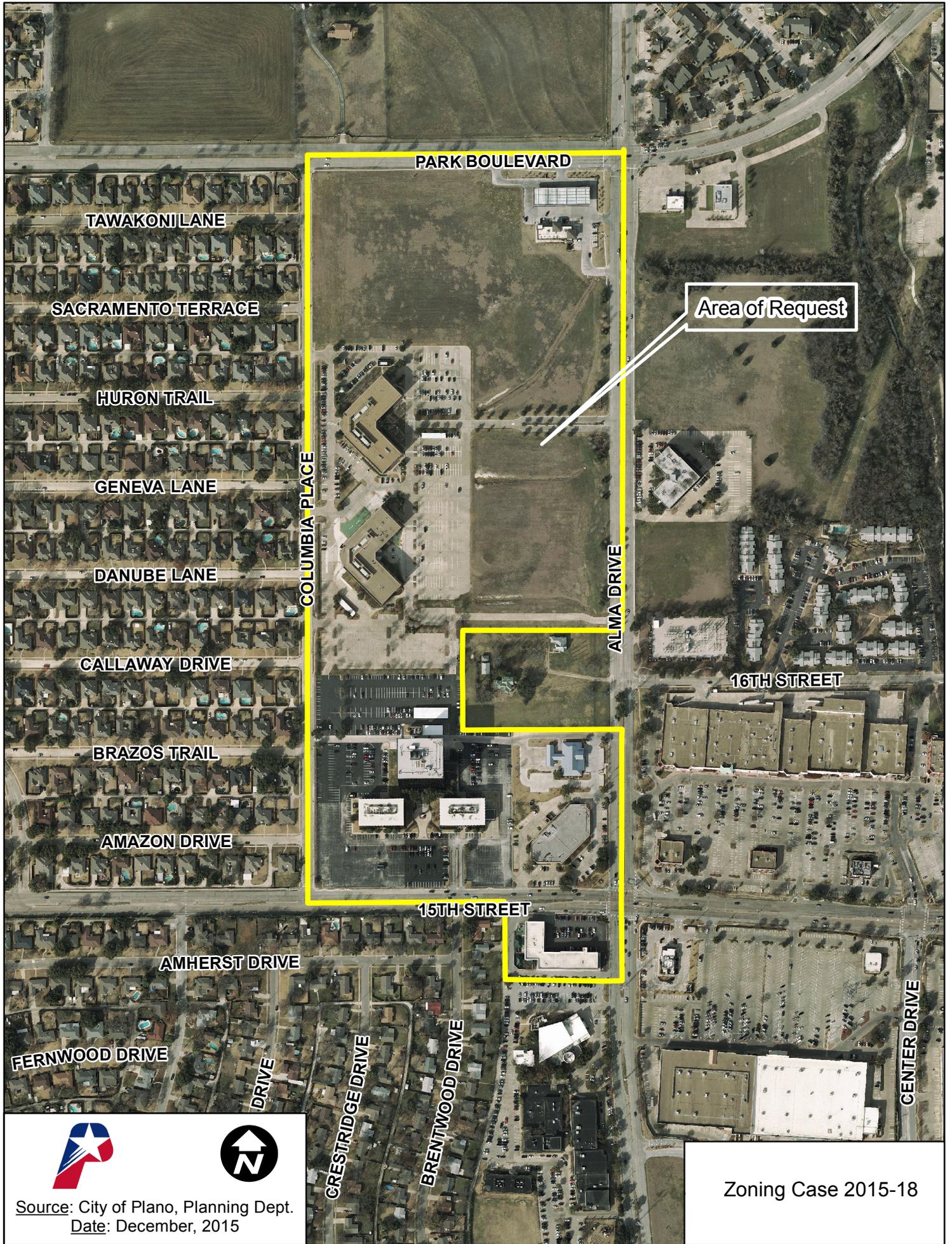
Existing Zoning: Planned Development-60-General Office (PD-60-O-2) & Planned Development-109-Retail/General Office (PD-109-R/O-2)

Proposed Zoning: Amend Planned Development-60-General Office & Planned Development-109-Retail/General Office to allow for Patio Home

-  500' Courtesy Buffer
-  200' Notification Buffer
-  Subject Property
-  Zoning Boundary
-  Specific Use Permit
-  City Limits
-  Right-of-Way



Source: City of Plano Planning Department



Area of Request



Source: City of Plano, Planning Dept.
Date: December, 2015

Zoning Case 2015-18

Zoning Case 2015-18

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-109-Retail/General Office and Planned Development-60-General Office on 61.6± acres of land out of the Thomas Archer Survey, Abstract No. 14, located at the southwest corner of Park Boulevard and Alma Drive, in the City of Plano, Collin County, Texas, to allow for Patio Home with modified development standards; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, 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 January, 2016, for the purpose of considering amending Planned Development-109-Retail/General Office and Planned Development-60-General Office on 61.6± acres of land out of the Thomas Archer Survey, Abstract No. 14, located at the southwest corner of Park Boulevard and Alma Drive, in the City of Plano, Collin County, Texas, to allow for Patio Home with modified development standards; 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 January, 2016; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to amend Planned Development-109-Retail/General Office and Planned Development-60-General Office on 61.6± acres of land out of the Thomas Archer Survey, Abstract No. 14, located at the southwest corner of Park Boulevard and Alma Drive in the City of Plano, Collin County, Texas, to allow for Patio Home with modified development standards, said property being described in the legal description on Exhibit “A” attached hereto.

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

Planned Development-60-General Office

Restrictions:

1. Maximum Floor Area Ratio: 4:1
2. North of West 15th St., buildings and structures greater than two stories in height shall have a minimum setback from West 15th St. of 200 feet.
3. Within 900 feet of the right-of-way line of Park Blvd., single-family residence is an additional permitted use when developed simultaneously with or subsequent to contiguous residential development within PD-109-R/O-2. Residences must be developed in accordance with the Patio Home zoning district standards.

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

Planned Development-109-Retail/General Office

Restrictions:

Single-family residence is an additional permitted use when developed in accordance with the Patio Home (PH) zoning district standards with the following exceptions:

1. Minimum Rear Yard Setback adjacent to Park Blvd.: 20 feet
2. Residential lots must be set back a minimum of 130 feet from automobile fueling station pump islands within Collin Creek Corporate Center, Block A, Lot 4.
3. Residential lots must be screened by a 6-foot high masonry wall located along the western and southern lot lines of Collin Creek Corporate Center, Block A, Lot 4.

Section IV. 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 V. 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 VI. 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 VII. 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 VIII. 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 IX. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 11TH DAY OF JANUARY, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ZC-2015-18

Being a tract of land out of Thomas Archer Survey, Abstract No. 14 and situated in the City of Plano, Collin County, Texas, said tract including Lot 1R, Block A, Collin Creek Corporate Center, an addition to the City of Plano according to the plat thereof recorded in Volume 2010, Page 110 of the Plat Records of Collin County, Texas, Lots 2 and 3, Block A, Collin Creek Corporate Center, an addition to the City of Plano according to the plat thereof recorded in Cabinet N, Slide 326 of said records, Lots 1A and 1B, Block A, Pittman Office Park Addition No. 1, an addition to the City of Plano according to the plat thereof recorded in Cabinet R, Slide 328 of said records, Lot 2 and 3, Block A, Pittman Office Park Addition No. 1, an addition to the City of Plano according to the plat thereof recorded in Cabinet C, Slide 266 of said records, Lot 1R, Block 1, Plano Bank & Trust Addition, an addition to the City of Plano according to the plat thereof recorded in Volume 2009, Page 41 of said records, Dallas North Office Addition No. 1, an addition to the City of Plano according to the plat thereof recorded in Volume 12, Page 2 of said records, and also including portions of Alma Drive, W. Park Blvd., Columbia Place and 15th Street West and being more particularly described by metes and bounds as follows:

Beginning at the intersection of the center of W. Park Blvd. and Alma Drive;

THENCE South with the center of Alma Drive a distance of 1629 feet;

THENCE West a distance of 547 feet to the northwest corner of Lot 1, Block 1, Harrington Homestead, an addition to the City of Plano according to the plat thereof recorded in Cabinet K, Slide 186 of said records;

THENCE South a distance of 344 feet to the southwest corner of said Harrington Homestead;

THENCE East a distance of 547 feet to the center of Alma Drive;

THENCE South a distance of 862 feet;

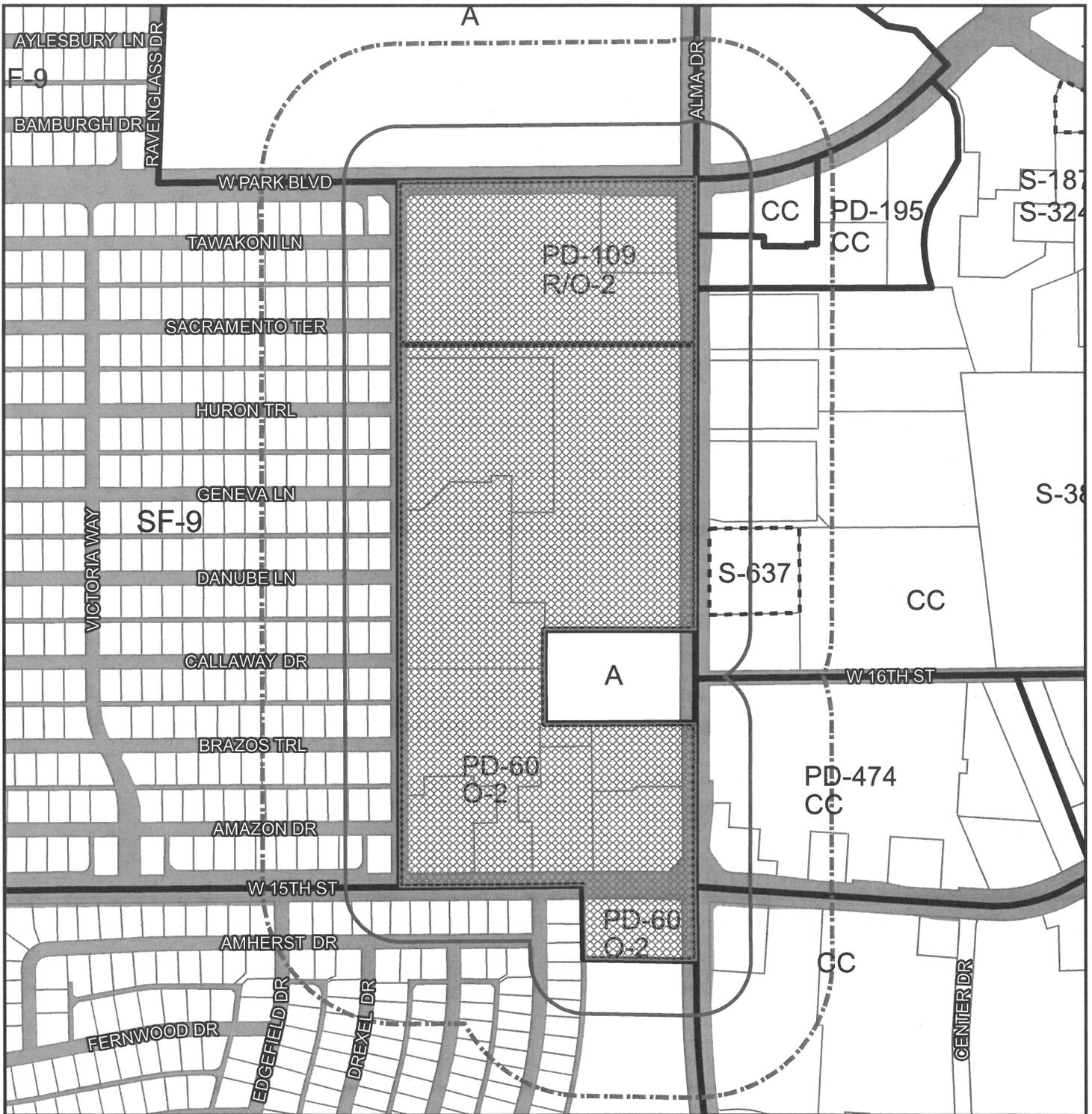
THENCE West a distance of 402 feet to the southwest corner of said Dallas North Office Addition;

THENCE North a distance of 268 feet to the center of 15th Street West;

THENCE West with the center of 15th Street West a distance of 678 feet to the center of Columbia Place;

THENCE North with the center of Columbia Place a distance of 2567 feet to the center of W. Park Blvd.;

THENCE East with the center of W. Park Blvd. a distance of 1080 feet to the POINT OF BEGINNING and CONTAINING approximately 61.6 acres of land, more or less.

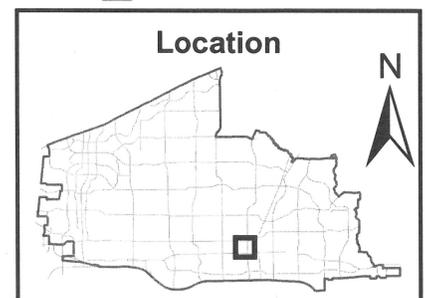


Zoning Case #: 2015-18

Existing Zoning: Planned Development-60-General Office (PD-60-O-2) & Planned Development-109-Retail/General Office (PD-109-R/O-2)

Proposed Zoning: Amend Planned Development-60-General Office & Planned Development-109-Retail/General Office to allow for Patio Home

- 500' Courtesy Buffer
- 200' Notification Buffer
- Subject Property
- Zoning Boundary
- Specific Use Permit
- City Limits
- Right-of-Way



Source: City of Plano Planning Department



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:		01/11/2016		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): Tammy Stuckey Ext 7156				
CAPTION				
Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's denial of Zoning Case 2015-24 - Request to rezone 17.0± acres located on the east side of Alma Drive, 332± feet south of Park Boulevard from Corridor Commercial to Planned Development-Corridor Commercial to allow for multifamily residence with modified development standards. Zoned Corridor Commercial. Applicant Plano Riverwalk Development Partners, Ltd.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
COMMENTS: This item has no financial impact.				
STRATEGIC PLAN GOAL: Consideration of a request to rezone relates to the Council's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
At its December 7, 2015 meeting, the Planning & Zoning Commission denied this request by a vote of 4-3. The applicant has appealed the Commission's denial. A super majority, or 6 of the 8 City Council members, is required for approval of the request. The associated Concept Plan has also been appealed and is included as a separate agenda item.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Letters of Appeal from Applicant			Planning & Zoning Commission	
Second Vice Chair Report				
P&Z Follow-up Memo				
Staff Report				
Locator Map				
Aerial				
Zoning Exhibit				
Concept Plan				



December 16, 2015

Ross Altobelli
City of Plano
Planning Department
1520 K Avenue, 2nd Floor
Suite 250
Plano, TX 75074

Re: Zoning Case 2015-24
East side of Alma Drive, south of Park Boulevard
Item 2A, Plano P&Z Agenda for December 7, 2015

Dear Ross:

On Monday, December 7, 2015, the Plano P&Z heard this case and recommended denial of Item 2A. On behalf of the Applicant, I appeal the adverse recommendation of the P&Z and request that this matter be placed on the Plano City Council Agenda for January 11, 2016. I have enclosed a check which I understand is the fee for said appeal.

Please confirm receipt of this appeal and the scheduling of this matter for consideration by the City Council on January 11. Should you have questions or need additional information, please let me know.

Your attention to this matter is appreciated.

Sincerely,

JPI Real Estate Acquisitions, LLC



December 22, 2015

Ms. Christina Day
Director of Planning
City of Plano
1520 K Avenue, #250
Plano, TX 75074

Re: Z015-24

Dear Ms. Day:

We have appealed the recommendation of the planning and zoning commission on this zoning request and accompanying site plan in order to respectfully request that the City Council return them to the Planning and Zoning Commission for reconsideration.

The Planning and Zoning Commission's recommendation was by a vote of 4 to 3, and much of the discussion at the hearing centered on whether our proposed development could be done in conjunction with planned improvements to Harrington Park and the city's hike and bike trail system. Since the Planning and Zoning Commission hearing, we have made substantial progress in addressing these questions. We have met with the city's Parks and Recreation Department to understand the funding and associated timeline with the planned improvements to Harrington Park and construction of a new trail extension. In doing so, we have determined that funding is available for these improvements, but by working with the Parks & Recreation Department, we have the potential to plan and construct a publicly available pedestrian connection from Alma through our proposed development site. Moreover, we also have the opportunity to contribute funding and/or design and construction work in addition to the city's currently allocated funds in order to create a signature pedestrian bridge within the park and associated gathering area. We have also made changes to our concept plan to provide for a mixture of uses and to activate the ground floor to create a more pedestrian friendly community.

We think this progress in planning for the site materially impacts the zoning request and concept plan to such an extent that a reconsideration by the Planning and Zoning Commission is warranted, and we intend to respectfully request so at the City Council hearing on this matter.

Sincerely,

Miller Sylvan

Recommendation of the Planning & Zoning Commission

Second Vice Chairman's Report

Zoning Case 2015-24

December 7, 2015

Zoning Case 2015-24: Agenda Item No. 2A and 2B – Public Hearing. Items heard together, but voted on separately. Seven Commissioners were present, with Commissioner Bender absent.

Staff Recommendation: Staff recommended for approval with several restrictions.

Comments from the Applicant:

- Consistent with City planning.
- The closest single family home is 1200 feet away from the development.
- Connectivity will be provided to the retail on 15th St. through a hike and bike trail.
- Allowing for the expansion of the park and trail system through the property.
- Will provide an enhanced pedestrian feel to Alma.
- Pool area will overlook the park.
- Worked very closely with the staff to ensure public access to the park through a 15ft. wide area from Alma to the park on the southern portion of the property.
- Including requirements in the PD that enhanced and sustainable materials are used in building facade: 75% glass, natural stone and -fired brick.
- There is a mismatch between the current zoning designation and where this site is located.
- There is not any visibility for this site from Central Expressway.
- The site is a challenge for retail because it is located mid-block and there is already retail and a mall located nearby.
- Planning efforts for this area over the years have called for the expansion of Harrington Park, gathering places, trail linkage and preserving natural features.

Comments from Citizens:

- Apartments aren't a good use for this property.
- Development is not a walkable area.
- It's not unique. Downtown Plano, Legacy and Heritage Creekside are unique, walkable areas.
- Development is not consistent with the future land use plan or the housing policy.
- Need to keep commercial space.

Comments from the Commission In Support of Denial:

- Concerns over changing zoning to residential when this land could be potentially used for an office development.
- Don't view the areas as pedestrian friendly.
- Concerns expressed that the development would be isolated.
- Doesn't comply with the housing density policy.
- The comprehensive plan discourages redevelopment for residential in major expressway corridors unless it is in a mix-used or a transit-oriented development.

Comments from the Commission In Support of Approval:

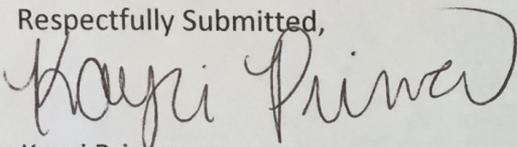
- The development could bring more business to the surrounding retail.
- This area may not develop the way it was originally intended to develop in the 1990s.

A motion was made for the denial of Zoning Case 2015-24, item 2A. Motion for Denial was approved by the Commission 4 votes to 3. (Commissioners Plonka, Muns and Kong voted against the motion.)

Zoning Case 2015-24 Agenda Item No. 2B – Concept Plan

This Concept plan application is contingent upon approval of Zoning Case 2015-24 (Agenda item No 2B). Since Zoning Case 2015-24 was denied, a motion was made for Denial of the Case 2015-24 Agenda Item No. 2B – Concept Plano, and was approved by the Commission 6 votes to 1. (Commissioner Muns voted against the motion.)

Respectfully Submitted,



Kayci Prince
Second Vice-Chair
Planning & Zoning Commission

DATE: December 8, 2015
TO: Honorable Mayor & City Council
FROM: John Muns, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of December 7, 2015

**AGENDA ITEM NO. 2A - PUBLIC HEARING
ZONING CASE 2015-24
APPLICANT: PLANO RIVERWALK DEVELOPMENT PARTNERS, LTD.**

Request to rezone 17.0± acres located on the east side of Alma Drive, 332± feet south of Park Boulevard **from** Corridor Commercial **to** Planned Development-Corridor Commercial to allow for multifamily residence with modified development standards. Zoned Corridor Commercial. Tabled November 2, 2015 and November 16, 2015.

APPROVED: _____ **DENIED:** 4-3 **TABLED:** _____

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

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

PETITION(s) RECEIVED: 0 **# OF SIGNATURES:** 0

STIPULATIONS:

Recommended for denial.

RA/dr

xc: David Roehm, Plano Riverwalk Development Partners, LTD.
Tommy Mann and Laura Hoffman, JPI Real Estate Acquisitions, LLC
Wayne Snell, Permit Services Manager

<https://goo.gl/maps/kTkognRthz72>

CITY OF PLANO
PLANNING & ZONING COMMISSION

December 7, 2015

Agenda Item No. 2A

Public Hearing: Zoning Case 2015-24

Applicant: Plano Riverwalk Development Partners, Ltd.

DESCRIPTION:

Request to rezone 17.0± acres located on the east side of Alma Drive, 332± feet south of Park Boulevard **from** Corridor Commercial **to** Planned Development-Corridor Commercial to allow for multifamily residence with modified development standards. Zoned Corridor Commercial. Tabled November 2, 2015 and November 16, 2015.

REMARKS:

This item was tabled at the November 16, 2015, Planning & Zoning Commission meeting. It must be removed from the table for consideration.

The purpose of this request is to rezone the subject property from Corridor Commercial (CC) to Planned Development-Corridor Commercial (PD-CC). The CC district is intended to provide for retail, service, office, and limited manufacturing uses within major regional transportation corridors. The regulations and standards of this district are reflective of the high traffic volumes and high visibility of these regional highways.

The requested zoning is PD-CC to allow for multifamily residence with modified development standards. A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions.

A concept plan, JPI Plano Riverwalk, accompanies this request as Agenda Item 2B.

History

The subject property is located within an area that is part of the Spring Creekwalk Master Plan which City Council adopted by resolution in 1990. The plan was originally envisioned as a unique development concept consisting of approximately 160± acres located on the west side of U.S. Highway 75 between Park Boulevard and Collin Creek Mall. The intent of the plan was to create policies to guide future public and private

development which integrated natural and man-made features with a mixture of land uses including offices, restaurants, retail stores, and multifamily residences.

In June 2006, City Council adopted the Urban Centers Study to help define and guide future Urban Center development within Plano. The area bounded by Park Boulevard, U.S. Highway 75, President George Bush Turnpike, and Alma Drive was given the name of the "Collin Creek Corridor" and was identified as one of three areas within the city that had the most potential to develop into compact, pedestrian-friendly, mixed-use neighborhood.

Surrounding Land Use and Zoning

The subject property is currently undeveloped. The property to the north is zoned Planned Development-195-Corridor Commercial (PD-195-CC). It is currently vacant, although plans have been approved for a mini-warehouse/public storage development. To the west, across Alma Drive, the property is partially developed as general office and convenience store with gas pumps and is zoned PD-109-Retail/General Office (PD-109-R/O-2) and PD-60-General Office (PD-60-O-2). A portion of this property is also currently under consideration for residential zoning as requested by Zoning Case 2015-18. The properties to the east are zoned CC and include a large portion of floodplain, Harrington Park, and the City of Plano Senior Center. To the south is an undeveloped property zoned CC with Specific Use Permit #637 for Assisted Living Facility and an existing multifamily residential development. Additionally, the subject property surrounds an existing five-story general office building, zoned CC.

Proposed Planned Development Stipulations

There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing CC as the base zoning district to allow for multifamily development.

Design Standards - The requested design standards are to modify the area, yard, and bulk requirements related to multifamily development.

Restrictions:

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

1. The subject property must be developed using the standards required by this planned development district for multifamily residence. However, the subject property may be developed solely with nonresidential uses in accordance with the Corridor Commercial (CC) zoning district regulations contained within the Zoning Ordinance. The initial development for the subject property will determine the standards to be used for the remainder of the property.
2. Multifamily residence is an additional permitted use subject to the following standards:

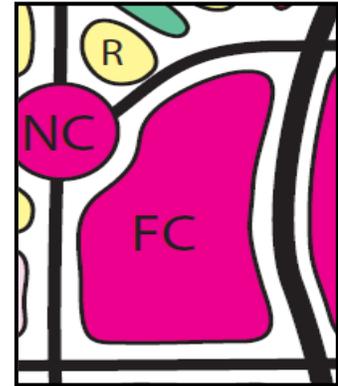
- a. Required Parking
 - i. One bedroom or less: One parking space per unit
 - ii. 2 bedrooms: 1.5 parking spaces per unit
 - iii. 3 bedrooms or more: 2 parking spaces per unit
- b. Maximum Number of Units: 450
- c. Minimum Density: 40 dwelling units per acre
- d. Minimum Floor Area per Dwelling Unit: 500 square feet
- e. Maximum Height: 4 stories, 70 feet
- f. Maximum Floor Area Ratio: 2:1
- g. Maximum Lot Coverage: None
- h. Multifamily development shall comply with Section 13.800 (Usable Open Space).
- i. Building Design:
 - i. Minimum Front Yard Setback: 30 feet
 - ii. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to 5 feet into setbacks provided accessible pathways are maintained.
 - iii. Seventy-five percent of any exposed exterior wall of main buildings, parking structures, and accessory buildings shall consist of glass, native stone, clay-fired brick or tile, or a combination of these materials. All exterior building materials made of glass shall have a maximum exterior visible reflectance of 20%.
- j. Parking structures must not be visible from Alma Drive.
- k. Fencing not more than 6 feet in height is permitted between buildings, must be a minimum of 50% open, and with the exception of residential yards, must not be placed between the front building facade and the street right-of-way.
- l. Street trees shall be provided at a rate of one tree per 50 linear feet of street frontage.
- m. A minimum 20-foot wide landscape edge must be provided along the northern property line. The existing vegetation located within this landscape edge

must be preserved, irrigated with an automatic sprinkler system, and maintained in a healthy and growing condition.

Conformance to the Comprehensive Plan

This zoning case was submitted prior to the approval of the Plano Tomorrow Plan. Therefore, the policies of the previous Comprehensive Plan are applicable to this request.

Future Land Use Plan - The Future Land Use Plan designates this property as Freeway Commercial (FC). The Freeway commercial category is intended to define the unique character of the U.S. Highway 75 corridor. This corridor includes major retail development including Collin Creek Mall, along with general commercial, entertainment, lodging and office uses. This request is not consistent with the future land use map.



The city's land use policies recommend that land along expressway corridors be reserved for economic development and employment opportunities; however, residential development may be appropriate along expressway corridors in accordance with the Redevelopment and Undeveloped Land Policies. The policies that apply to this request include:

1. All residential rezoning requests should be evaluated to determine the impact on infrastructure, public safety response, school capacity, and access to and availability of amenities and services. Staff has provided details regarding this policy in the sections below.
2. Isolated residential development should not be permitted; residential rezoning requests need to establish a complete new neighborhood, or expand an existing neighborhood, or an urban mixed-use center. Mid-rise multifamily development (5 to 12 stories) and special needs housing (i.e. senior housing) could be an exception if the surrounding land use is compatible.

To the south, is an existing multifamily development with 152 units and a proposed assisted living facility. However, the multi-story office building along Alma Drive and the proposed mini-warehouse development to the north would create some isolation for this proposed residential development. This request is partially in conformance with this policy recommendation.

3. The 1,200 foot setback for residential uses from the centerline of State Highway 121 should be retained and applied to the Dallas North Tollway, State Highway 190/President George Bush Turnpike, and U.S. Highway 75. Factors including topography, creeks, vegetation, and existing development patterns should be considered in applying this standard.

A portion of the subject property is within the 1,200 foot setback, however, that portion is located within the Spring Creek floodplain. The developable portion of the subject property is located outside the 1,200 foot setback. The floodplain and

existing vegetation will provide a significant buffer for future residents from the impact of U.S. Highway 75. This request is in conformance with this policy recommendation.

4. New multifamily zoning should require a minimum density of 40 dwelling units per acre on the project site. Phased development should have a minimum average density of 40 dwelling units per acre. 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 project.

The applicant is proposing a stipulation within their PD which would require a minimum density of 40 units per acre. This request is in conformance with this policy recommendation.

Adequacy of Public Facilities - Water and sanitary sewer services are available to serve the subject property. The available sanitary sewer capacity is sufficient to handle additional commercial development in the area; however, the applicant may be responsible for making improvements to the sanitary sewer system to increase the system capacity if the property were rezoned for residential uses.

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request. However, in considering the traffic impact of the proposed residential development, using the average Institute of Traffic Engineers (ITE) trip generation rates, staff compared the proposed multifamily development with the potential build-out of the subject property as office. Using the average floor area ratio (FAR) of the adjacent office building and the Collin Creek Corporate Center office buildings on the west side of Alma Drive, staff estimated 300,000± square feet of office could reasonably be developed on the subject property. The table below shows the estimated traffic generation during peak hours (7:00-9:00 a.m. and 4:00-6:00 p.m.):

	AM	PM
MULTIFAMILY RESIDENCE	163	205
OFFICE	465	447

From the table above, it is evident that office development would generate greater peak traffic than the requested residential development.

Public Safety Response Time - Based upon existing personnel, equipment, and facilities, fire emergency response times will be sufficient to serve the site. Additional residential units in this area will increase EMS and fire calls for service and may impact future staffing levels and the type of equipment assigned to area fire stations.

School Capacity - Plano Independent School District has provided a letter regarding school capacity which staff has included as an attachment.

Access to and Availability of Amenities and Services - Future residents would be served by both Harrington and Schimelpfenig Libraries, which have sufficient capacity to serve the development. The subject property is within several hundred feet of Harrington Park and Chisholm Trail both located on the east side of Spring Creek. The Parks Department also has plans to construct a public trail system along the west side of Spring Creek with connections to Harrington Park. Additionally, private open space will serve the future residents of this development.

Economic Development Element and Land Use Element - The Economic Development Element of the Comprehensive Plan encourages the preservation of land in employment centers for future economic development. The element states that:

“Rezoning requests must be carefully examined to ensure that proposed locations are suitable for residential development and that Plano’s economic viability is not being jeopardized in order to accommodate short-term demand. The availability of undeveloped “greenfield” sites is vital to encourage expansion and relocation of businesses. Therefore, the City should preserve land along the expressway corridors and in the employment centers for future economic development opportunities.”

The intent of both policies is to ensure land that is located along the expressway corridors and in the major employment centers is developed in accordance with the Future Land Use Plan recommendations and supporting zoning districts, and to take advantage of future nonresidential development opportunities which would provide employment opportunities for Plano residents. Although adjacent to multi-story office development, the subject property may not be ideal for future employment opportunities due to its limited visibility from U.S. Highway 75 and access derived solely from Alma Drive.

Infill Housing Policy Statement - The Housing Element of the Comprehensive Plan identifies infill development as a primary opportunity for new housing in Plano and recognizes that potential infill projects should complement and enhance development already in place. Infill housing should be adjacent to or in close proximity to existing residential development, sized appropriately, and located close to amenities such as parks and schools. This statement also recommends that infill housing be pedestrian oriented and have limited access to highway frontage roads. This request is an extension of residential uses to the south and the applicant intends to connect to adjacent parks and future trails via pedestrian connections. This request is in conformance with this policy statement.

Rezoning Property to Meet Demand - This policy statement provides recommendations regarding the appropriateness of properties for residential uses. Recommendations include:

1. A property must be physically appropriate (size, dimensions, shape) for residential use.
2. The area is not affected by adverse environmental conditions such as noise, light, and fumes.

3. The area is an extension of a residential neighborhood.
4. The rezoning would not result in residential tracts inconsistent with the Comprehensive Plan.

The subject property is capable of accommodating residential uses, as shown in the companion concept plan. Some portions of the subject property may be affected by adverse environmental conditions such as noise, light, or related nuisances from adjacent commercial uses. However, the applicant is proposing a PD stipulation which would preserve the landscaping along the northern property line, providing a natural buffer from the proposed mini-warehouse development.

Urban Design Element - A strong sense of community is a primary focus of the Urban Design Element of the Comprehensive Plan. Attractive and vibrant focal points and gathering places are critical to this effort. The Comprehensive Plan specifically identifies the Chisholm Trail that traverses through the Spring Creekwalk as an opportunity to strengthen the assets of the community. Developments which integrate and emphasize the trail may play a prominent role in improving and accentuating the city's urban design.

Housing Density Policy Statement - The purpose of the Housing Density Policy Statement is to avoid large concentrations of garden apartments in one location. This policy limits the number of multifamily units to 500 at each location with a recommended minimum 1,500 foot separation between developments. Within the general area surrounding the subject property, there are three existing apartment developments. The Creek Walk apartments located immediately to the south, the Chisolm Place apartments located at the northeast corner of Park Boulevard and Alma Drive, and the Landmark at Collin Creek located northwest of Enterprise Drive and Pebble Vale Drive. In total, these developments contain 608 multifamily units. Although the rezoning request does not comply with the minimum 1,500 foot separation recommendation, the proposed 40 units per acre density would provide an alternative multifamily product to the traditional garden-style developments which exist today.

ISSUES:

Residential Use

This property is uniquely situated adjacent to existing residential uses to the south, floodplain and park land to the east, and commercial uses to the north and west. The request is not consistent with the future land use designation of Freeway Commercial, however, the site has limited visibility and no access from U.S. Highway 75. The request is in conformance with the interim land use amendments to the Comprehensive Plan regarding isolated residential development, the 1,200 foot setback from U.S. Highway 75, and the recommended minimum density for new multifamily development.

The Comprehensive Plan discourages rezoning properties within major expressway corridors for residential uses unless they are a part of a mixed-use zoning request or a transit-oriented development. However, the zoning request meets the criteria of the Infill Housing Policy Statement because it is adjacent to residential uses, has limited

visibility, and is physically suitable for residential uses with no direct access to highway frontage roads. Additionally, the Parks Master Plan shows trail systems within the adjacent floodplain which will provide good pedestrian connectivity to Harrington Park and tie adjacent uses together through a master-planned trail system. Furthermore, the request is consistent with the goals of the Spring Creekwalk Master Plan and the Urban Centers Study. For these reasons, staff believes multifamily is appropriate for the subject property.

Area, Yard, and Bulk Requirements

The applicant's proposed PD stipulations are intended to utilize the developable land area to construct one large building wrapped around structured parking adjacent to Alma Drive, and multiple free-standing buildings with surface parking throughout the remainder of the site. The applicant is proposing stipulations which would require a minimum 40 units per acre density, increase lot coverage, restrict building height and the number of units, and reduce the front yard building setbacks. Additionally, the applicant is proposing to screen the parking structure from Alma Drive and maintain landscaping which will provide a buffer from the proposed mini-warehouse development to the north. Staff believes the requested standards are appropriate to allow the property to develop as multifamily residential use.

Lastly, if multifamily uses are not constructed, the proposed PD language would allow the site to be developed solely with nonresidential uses in accordance with the CC zoning district standards.

SUMMARY:

The purpose of this request is to rezone 17.0± acres located on the east side of Alma Drive, 332± feet south of Park Boulevard from CC to PD-CC to add multifamily residence as an additional permitted use with modified development standards. Although this request is not consistent with the future land use designation for the property or the Housing Density Policy Statement, it is consistent with the interim land use amendments, the Infill Housing Policy Statement, and is supported by the long-term vision of the Spring Creekwalk Master Plan. The property is adjacent to residential uses and city park land, and the subject property is not ideally situated for freeway-oriented commercial development as it has limited visibility and no direct access from U.S. Highway 75. For these reasons, staff is in support of the zoning request.

RECOMMENDATION:

Recommended for approval as follows:

Restrictions:

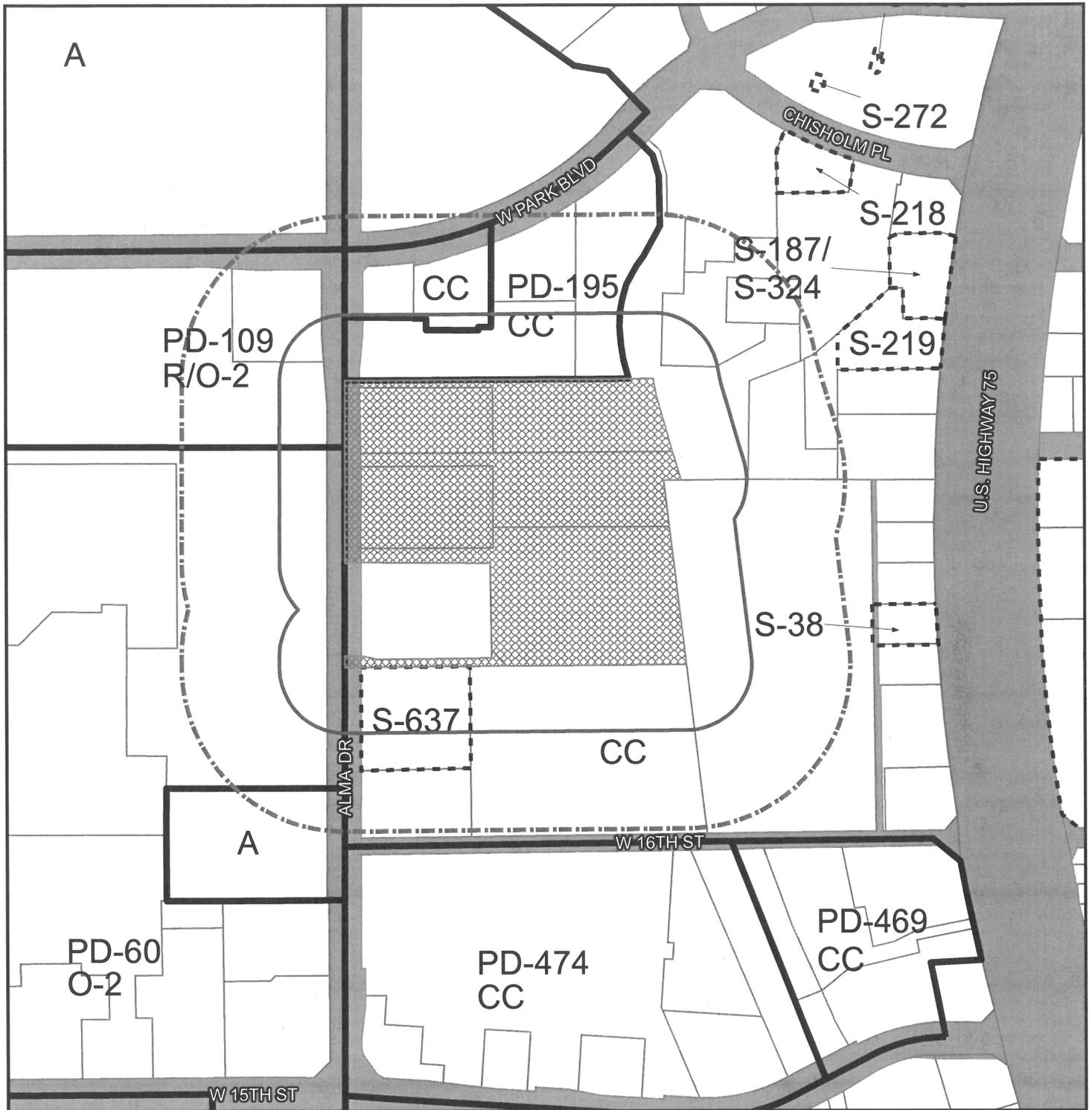
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2. Multifamily residence is an additional permitted use subject to the following standards:
 - a. Required Parking
 - i. One bedroom or less: One parking space per unit
 - ii. Two bedrooms: 1.5 parking spaces per unit
 - iii. Three bedrooms or more: Two parking spaces per unit
 - b. Maximum Number of Units: 450
 - c. Minimum Density: 40 dwelling units per acre
 - d. Minimum Floor Area per Dwelling Unit: 500 square feet
 - e. Maximum Height: 4 stories, 70 feet
 - f. Maximum Floor Area Ratio: 2:1
 - g. Maximum Lot Coverage: None
 - h. Multifamily development shall comply with Section 13.800 (Usable Open Space).
 - i. Building Design:
 - i. Minimum Front Yard Setback: 30 feet
 - ii. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to 5 feet into setbacks provided accessible pathways are maintained.
 - iii. Seventy-five percent of any exposed exterior wall of main buildings, parking structures, and accessory buildings shall consist of glass, native stone, clay-fired brick or tile, or a combination of these materials. All exterior building materials made of glass shall have a maximum exterior visible reflectance of 20%.
 - j. Parking structures must not be visible from Alma Drive.

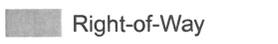
- k. Fencing not more than 6 feet in height is permitted between buildings, must be a minimum of 50% open, and with the exception of residential yards, must not be placed between the front building facade and the street right-of-way.
- l. Street trees shall be provided at a rate of one tree per 50 linear feet of street frontage.
- m. A minimum 20-foot wide landscape edge must be provided along the northern property line. The existing vegetation located within this landscape edge must be preserved, irrigated with an automatic sprinkler system, and maintained in a healthy and growing condition.



Zoning Case #: 2015-24

Existing Zoning: Corridor Commercial (CC)

Proposed Zoning: Planned Development-Corridor Commercial (PD-CC)

-  500' Courtesy Notification Buffer
-  200' Notification Buffer
-  Subject Property
-  Zoning Boundary
-  Specific Use Permit
-  City Limits
-  Right-of-Way



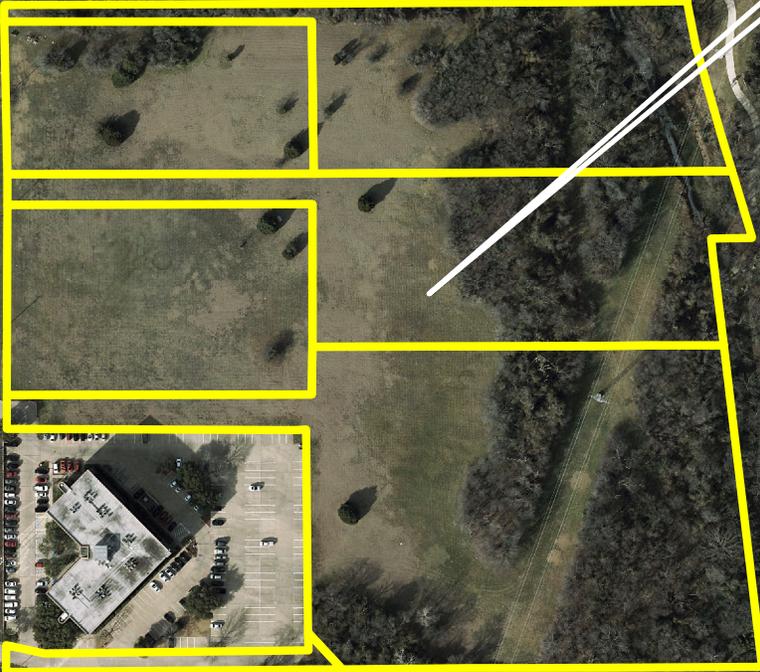
Source: City of Plano Planning Department

PARK BOULEVARD

Area of Request

ALMA DRIVE

16TH STREET

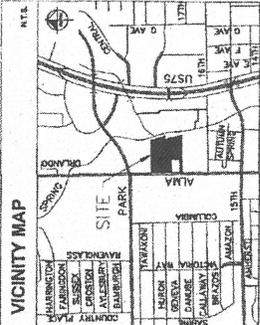
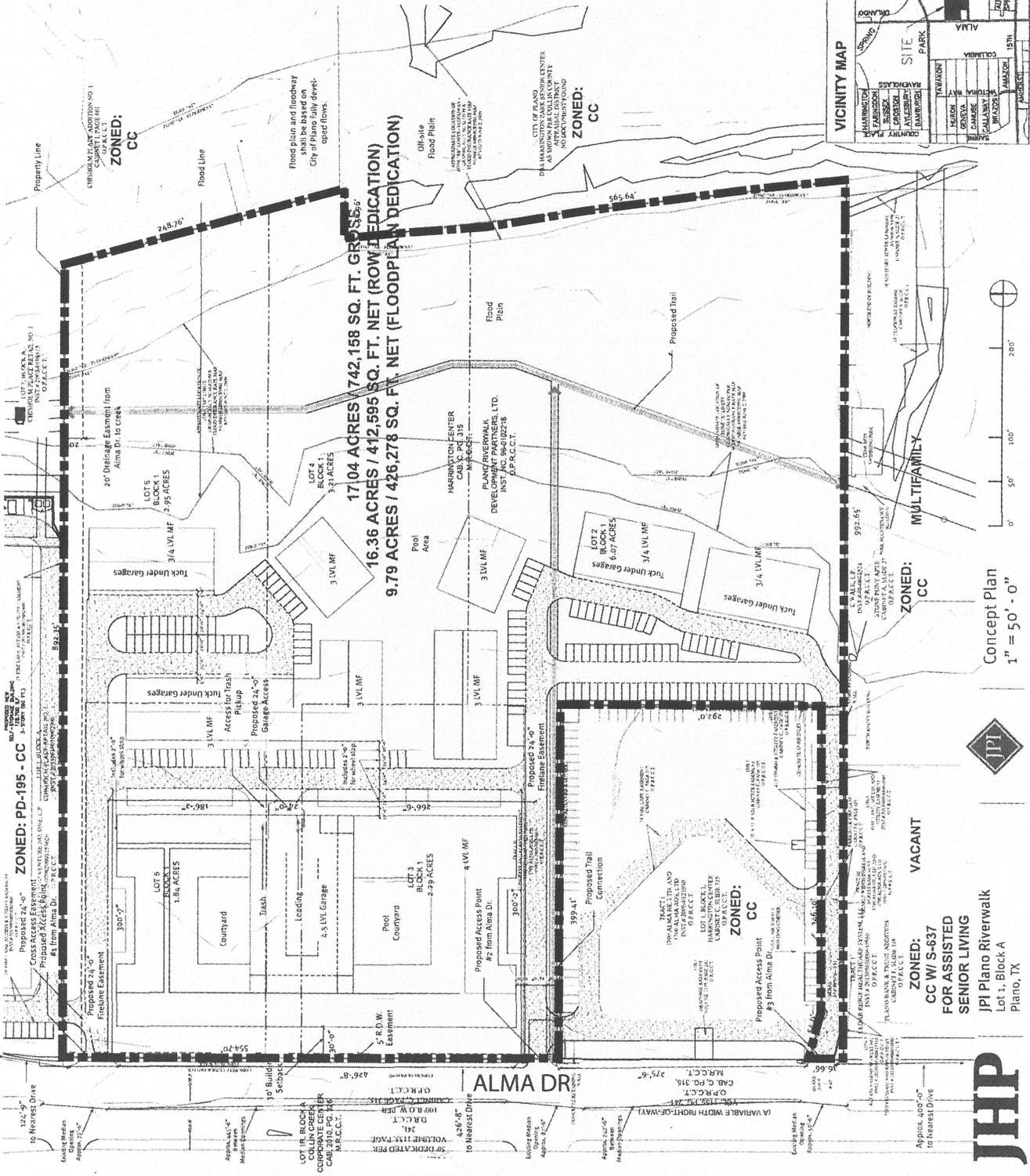


Source: City of Plano, Planning Dept.
Date: December, 2015

Zoning Case 2015-24

GENERAL SITE SUMMARY TABLE	
ZONING	CONDOMINIUM COMMERCIAL
CURRENT LAND USE (FROM ZONING ORDINANCE)	VACANT
PERMITTED USES (FROM ZONING ORDINANCE)	RESIDENTIAL
LOT AREA (SQ. FT.)	435,739.17 (9.97 AC)
LOT AREA (ACRES)	9.97
TOTAL BUILDING AREA (SCHEDULED)	132,183.57
TOTAL BUILDING AREA (UNCHEDULED)	132,183.57
BUILDING HEIGHT (FEET - DISTANCE TO TALLEST BUILDING ELEMENT)	19'-0"
BUILDING HEIGHT (FEET - DISTANCE TO TALLEST BUILDING ELEMENT)	19'-0"
DEVELOPING UNITS (IF APPLICABLE)	MAX. 445 UNITS
DEVELOPING UNITS (IF APPLICABLE)	43 UNITS PROPOSED
DEVELOPING UNITS (IF APPLICABLE)	44 UNITS PROPOSED
DEVELOPING UNITS (IF APPLICABLE)	45 UNITS PROPOSED
DEVELOPING UNITS (IF APPLICABLE)	46 UNITS PROPOSED
DEVELOPING UNITS (IF APPLICABLE)	47 UNITS PROPOSED
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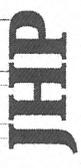
- CONCEPT PLAN**
- 16.36 ACRES / 412,595 SQ. FT. NET (ROW DEDICATION)**
- 9.79 ACRES / 426,278 SQ. FT. NET (FLOODPLAIN DEDICATION)**
- ZONED: CC**
- 17104 ACRES / 742,188 SQ. FT. GROSS**
- 16.36 ACRES / 412,595 SQ. FT. NET (ROW DEDICATION)**
- 9.79 ACRES / 426,278 SQ. FT. NET (FLOODPLAIN DEDICATION)**
- ZONED: CC**
- CONCEPT PLAN**
- 16.36 ACRES**
- HARRINGTON CENTER**
- JOSEPH CLEPPER SURVEY ABSTRACT NO. 213**
- CITY OF PLANO, COLLIN COUNTY, TEXAS**
- OWNER:** PLANO RIVERWALK DEVELOPMENT PARTNERS LTD
- ARCHITECT:** JOHN SCHROEDER
1000 W. HARRISON ST. SUITE 1100
DALLAS, TEXAS 75201
CONTACT: MILLER SYMAN
- DATE:** 12.01.2015
- PROJECT NO.:** 2015056.00
- Copyright © JHP 2015. All Rights Reserved. Printed by Construction Point Scheduler
Registration Architect of Texas, Registration No. 12498



Concept Plan
1" = 50' - 0"



ZONED: CC
CC W/ S-637
FOR ASSISTED
SENIOR LIVING
JPI Plano Riverwalk
Lot 1, Block A
Plano, TX



Approx. 400'-0" to nearest Drive

30' Builder Setback

426'-8"

476'-8"

to Nearest Drive

399'-4"

302'-3"

292'-0"

399'-4"

399'-4"

399'-4"

399'-4"

399'-4"

399'-4"

399'-4"

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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:		1/11/2016		
Department:		Planning		
Department Head		ChristinaDay		
Agenda Coordinator (include phone #): Tammy Stuckey Ext 7156				
CAPTION				
Consideration of an Appeal of the Planning & Zoning Commission's denial of the Concept Plan for JPI Plano Riverwalk, Block A, Lot 1 - 413 multifamily units on one lot on 16.4± acres located on the east side of Alma Drive, 332± feet south of Park Boulevard. Zoned Corridor Commercial. Neighborhood #58. Applicant: Plano Riverwalk Development Partners, Ltd.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no financial impact. STRATEGIC PLAN GOAL: Consideration of a request to appeal a Concept Plan relates to the Council's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
At its December 7, 2015 meeting, the Planning & Zoning Commission denied this request by a vote of 6-1. The applicant has appealed the Commission's denial. A simple majority, or 5 of the 8 City Council members, is required for approval of the request. The associated zoning case, 2015-24, has also been appealed and is included as a separate agenda item.				
List of Supporting Documents: Letter of Appeal from Applicant Second Vice Chair Report P&Z Follow-up Memo Staff Report Locator Map Concept Plan			Other Departments, Boards, Commissions or Agencies Planning & Zoning Commission	



December 16, 2015

Ross Altobelli
City of Plano
Planning Department
1520 K Avenue, 2nd Floor
Suite 250
Plano, TX 75074

Re: Concept Plan
East side of Alma Drive, south of Park Boulevard
Item 2B, Plano P&Z Agenda for December 7, 2015

Dear Ross:

On Monday, December 7, 2015, the Plano P&Z heard this request and recommended denial of the Concept Plan. On behalf of the Applicant, I appeal the adverse recommendation of the P&Z and request that this matter be placed on the Plano City Council Agenda for January 11, 2016. I understand there is no filing fee for this appeal.

Please confirm receipt of this appeal and the scheduling of this matter for consideration by the City Council on January 11. Should you have questions or need additional information, please let me know.

Your attention to this matter is appreciated.

Sincerely,

JPI Real Estate Acquisitions, LLC

Recommendation of the Planning & Zoning Commission
Second Vice Chairman's Report
Zoning Case 2015-24
December 7, 2015

Zoning Case 2015-24: Agenda Item No. 2A and 2B – Public Hearing. Items heard together, but voted on separately. Seven Commissioners were present, with Commissioner Bender absent.

Staff Recommendation: Staff recommended for approval with several restrictions.

Comments from the Applicant:

- Consistent with City planning.
- The closest single family home is 1200 feet away from the development.
- Connectivity will be provided to the retail on 15th St. through a hike and bike trail.
- Allowing for the expansion of the park and trail system through the property.
- Will provide an enhanced pedestrian feel to Alma.
- Pool area will overlook the park.
- Worked very closely with the staff to ensure public access to the park through a 15ft. wide area from Alma to the park on the southern portion of the property.
- Including requirements in the PD that enhanced and sustainable materials are used in building facade: 75% glass, natural stone and -fired brick.
- There is a mismatch between the current zoning designation and where this site is located.
- There is not any visibility for this site from Central Expressway.
- The site is a challenge for retail because it is located mid-block and there is already retail and a mall located nearby.
- Planning efforts for this area over the years have called for the expansion of Harrington Park, gathering places, trail linkage and preserving natural features.

Comments from Citizens:

- Apartments aren't a good use for this property.
- Development is not a walkable area.
- It's not unique. Downtown Plano, Legacy and Heritage Creekside are unique, walkable areas.
- Development is not consistent with the future land use plan or the housing policy.
- Need to keep commercial space.

Comments from the Commission In Support of Denial:

- Concerns over changing zoning to residential when this land could be potentially used for an office development.
- Don't view the areas as pedestrian friendly.
- Concerns expressed that the development would be isolated.
- Doesn't comply with the housing density policy.
- The comprehensive plan discourages redevelopment for residential in major expressway corridors unless it is in a mix-used or a transit-oriented development.

Comments from the Commission In Support of Approval:

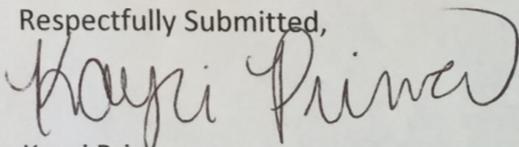
- The development could bring more business to the surrounding retail.
- This area may not develop the way it was originally intended to develop in the 1990s.

A motion was made for the denial of Zoning Case 2015-24, item 2A. Motion for Denial was approved by the Commission 4 votes to 3. (Commissioners Plonka, Muns and Kong voted against the motion.)

Zoning Case 2015-24 Agenda Item No. 2B – Concept Plan

This Concept plan application is contingent upon approval of Zoning Case 2015-24 (Agenda item No 2B). Since Zoning Case 2015-24 was denied, a motion was made for Denial of the Case 2015-24 Agenda Item No. 2B – Concept Plan, and was approved by the Commission 6 votes to 1. (Commissioner Muns voted against the motion.)

Respectfully Submitted,



Kayci Prince
Second Vice-Chair
Planning & Zoning Commission

DATE: December 8, 2015
TO: Applicants with Items before the Planning & Zoning Commission
FROM: John Muns, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of December 7, 2015

AGENDA ITEM NO. 2B - CONCEPT PLAN
JPI PLANO RIVERWALK, BLOCK A, LOT 1
APPLICANT: PLANO RIVERWALK DEVELOPMENT PARTNERS, LTD.

413 multifamily units on one lot on 16.4± acres located on the east side of Alma Drive, 332± feet south of Park Boulevard. Zoned Corridor Commercial. Neighborhood #58. Tabled November 2, 2015 and November 16, 2015.

APPROVED: _____ **DENIED:** 6-1 **TABLED:** _____

RA/dr

xc: David Roehm, Plano Riverwalk Development Partners, LTD
Tommy Mann and Laura Hoffmann, JPI Real Estate Acquisitions, LLC

CITY OF PLANO
PLANNING & ZONING COMMISSION

December 7, 2015

Agenda Item No. 2B

Concept Plan: JPI Plano Riverwalk, Block A, Lot 1

Applicant: Plano Riverwalk Development Partners, Ltd.

DESCRIPTION:

413 multifamily units on one lot on 16.4± acres located on the east side of Alma Drive, 332± feet south of Park Boulevard. Zoned Corridor Commercial. Neighborhood #58. Tabled November 16, 2015.

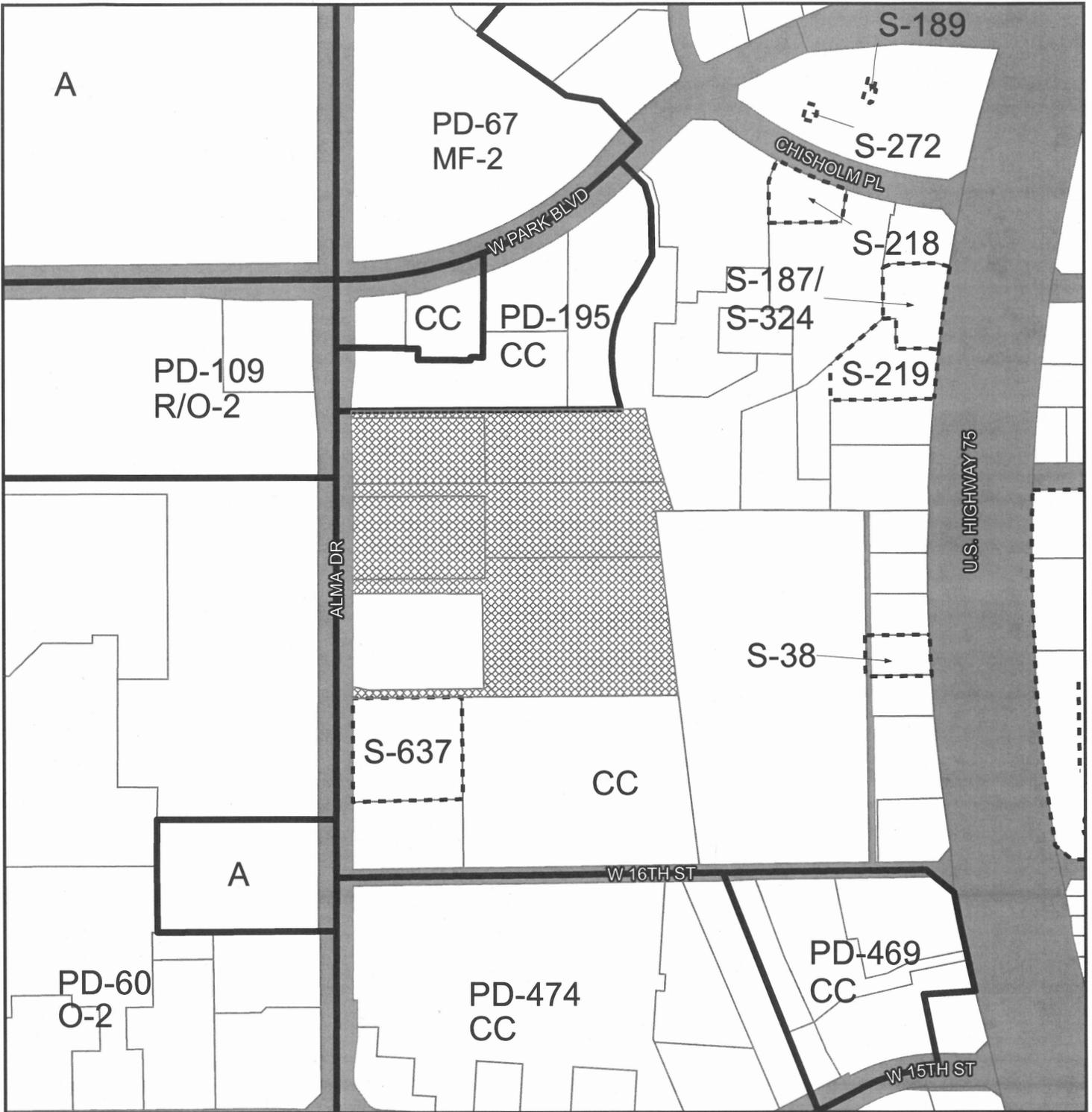
REMARKS:

This item was tabled at the November 16, 2015, Planning & Zoning Commission meeting. It must be removed from the table for consideration.

This concept plan is associated with Zoning Case 2015-24 and is contingent upon approval of the zoning case. The purpose for the concept plan is to show the proposed multifamily residential development and related site improvements. The subject property derives access from Alma Drive and complies with the area, yard, and bulk requirements of the proposed planned development as requested in Zoning Case 2015-24.

RECOMMENDATION:

Recommended for approval subject to City Council approval of Zoning Case 2015-24.

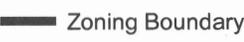


Item Submitted: Concept Plan

Title: JPI Plano Riverwalk, Block A, Lot 1

Zoning: Corridor Commercial



- | | | |
|--|---|--|
|  200' Notification Buffer |  Zoning Boundary |  Specific Use Permit |
|  Subject Property |  City Limits |  Right-of-Way |

Source: City of Plano Planning Department

