

# CITY COUNCIL

1520 AVENUE K



DATE: 8/11/2014  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Tommy Shumate, Minister of Education  
First Baptist Church of Plano  
PLEDGE OF ALLEGIANCE: Representatives of 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><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>PRESENTATION: Plano Public Works and Engineering Departments have been recertified by American Public Works Association</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p> <p><b><u>CONSENT AGENDA</u></b></p> <p><b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p> <p><b><u>Approval of Minutes</u></b></p> <p>July 28, 2014 July 30, 2014</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Approval of Expenditures</u></b></p> <p><b>Approval of Contract Modification</b></p>	
(b)	To approve and authorize Amendment No. 2 to the Distribution Pole License Agreement S0527371C that allows the City of Plano to mount Mesh Network devices on distribution poles owned by Oncor Electric Delivery Company LLC, (f/k/a TXU Electric Delivery Company). This Amendment No. 2 will provide for updated definitions, and insurance requirements, and provide terms concerning transfers.	
	<p><b>Approval of Expenditure</b></p>	
(c)	To approve an expenditure for professional consultation services and establish a three (3) year contract with three (3) City optional one (1) year renewals in the annual amount of \$77,760 from Dr. Anthony Paul Picchioni, Ph.D., for Human Resources and authorizing the City Manager to execute all necessary documents.	
	<p><b><u>Adoption of Resolutions</u></b></p>	
(d)	To approve the terms and conditions of an Economic Development Incentive Agreement by and between Heartland Payment Systems, Inc., a Delaware corporation, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.	
(e)	To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and the North Central Texas Council of Governments for Traffic Signal Retiming; authorizing its execution by the City Manager to execute any documents deemed necessary; and providing an effective date.	
(f)	To authorize continued participation with the Atmos Cities Steering Committee; and authorize the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and providing an effective date.	
(g)	To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.	
(h)	To accept the Certified Appraisal Rolls for Fiscal Year 2014-15 for Collin County and Denton County, and providing an effective date.	
(i)	To approve the terms and conditions of an Escrow Agreement by and between the City of Plano, Texas, and Oncor Electric Delivery Company, LLC related to a dispute regarding alley relocation costs pursuant to the franchise agreement; and authorizing its execution by the City Manager; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p> <p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>	
(1)	<p>Consideration of an Ordinance to change the street name of the section of J Avenue, within the City of Plano, Collin County, Texas, between 15th Street and 15th Place to Alex Schell Place; providing for a change in the official records to reflect such action; and providing an effective date.</p>	
(2)	<p>Public Hearing on the FY 2014-15 Recommended Budget and the FY 2014-15 Proposed Community Investment Program (CIP).</p>	
(3)	<p>A vote on a proposal to consider an increase in the total tax revenue.</p>	
(4)	<p>Discussion of the FY 2014-15 Proposed Community Investment Program.</p>	
(5)	<p>Public Hearing and consideration of a Resolution to support an application for four percent housing tax credit (HTC) financing to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed senior multifamily residential development project, legal description Hillary Acres Addition, Block A, Lot 2; and designating the City Manager to certify this resolution to TDHCA; and declaring an effective date.</p>	
(6)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-18 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 651 so as to allow the additional use of Mini-Warehouse/Public Storage on 4.4± acres of land located on the south side of Plano Parkway, 1,100± feet east of Midway Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-112-Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Cornerstone Development, LTD</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(7)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-24 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 652 so as to allow the additional use of Theater-Regional on 1.1± acres of land located 175± feet north of Park Boulevard, 525± feet west of Ohio Drive, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: AMREIT, L.P.</p>	
(8)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-16 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 650 so as to allow the additional use of Private Street Development on 12.7± acres of land located on the east side of Preston Road, 1,500± feet north of Spring Creek Parkway, in the City of Plano, Collin County, Texas, presently zoned Planned Development-101-Retail/General Office and Single-Family Residence-6; 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: Nash Group Real Estate</p>	
(9)	<p>Public Hearing as requested in Zoning Case 2014-13 to consider amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to amend Planned Development-101-Retail/General Office on 53.4± acres of land located at the northeast corner of Preston Road and Spring Creek Parkway, in the City of Plano, Collin County, Texas, presently zoned Planned Development-101-Retail/General Office to allow Single-Family Residence Attached by right and Private Street Development by Specific Use Permit. Applicant: NASH Group Real Estate.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/11/2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PRESENTATION: Plano Public Works and Engineering Departments have been recertified by American Public Works Association				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING AND REGULAR SESSION  
July 28, 2014**

**COUNCIL MEMBERS PRESENT**

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

**COUNCIL MEMBERS ABSENT**

Ben Harris, Deputy Mayor Pro Tem  
Jim Duggan

**STAFF PRESENT**

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

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, July 28, 2014, 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 and discuss Litigation, Section 551.071; to receive information regarding Economic Development, Section 551.087; Real Estate, Section 551.072; and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting and Regular Session at 7:00 p.m. in the Senator Florence Shapiro Council Chambers.

Council Member Miner led the invocation and Brownie Troop 3460 from Harrington Elementary led the Pledge of Allegiance.

Mayor LaRosiliere presented the Linda Keithley Award for Women in Public Management to Deputy City Manager LaShon Ross, the Regional Cooperation Award for the Electronic Warrant Payments Shared Services Program to representatives of the Municipal Court and Police Department, the "Battle of the Badges" blood drive trophy to the Police Department, and a Certificate of Appreciation to Tino Trujillo for his service on the Tax Increment Financing Reinvestment Zone No. 2 Board.

## **Comments of Public Interest**

No one appeared to speak.

## **CONSENT AGENDA**

City Manager Glasscock requested that Consent Agenda Item “U” be pulled for individual consideration.

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 6-0 to approve and adopt all remaining items on the Consent Agenda as recommended and as follows:

### **Approval of Minutes** (Consent Agenda Item “A”)

June 23, 2014

June 30, 2014

### **Approval of Expenditures**

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

**Bid No. 2014-191-B** for the purchase of partition walls at the Plano Senior Center from Turner Construction Company in the amount of \$107,750 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**Bid No. 2014-249-B** for remodeling the first floor and lower level of the Municipal Center from H-B Construction, Inc., in the amount of \$246,340 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**Bid No. 2014-205-B** for the purchase of replacement chillers at the Municipal Center from Kahn Air Conditioning & Heating, a Texas Corporation dba Kahn Mechanical Contractors in the amount of \$393,748 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

**Bid No. 2014-204-B** for the Parkway Operations Building Roof Replacement and Exterior Weatherproofing from Roof Management Services, Inc., in the amount of \$397,871 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

**Bid No. 2014-254-B** for the purchase of one (1) Dodge Ram 3500, 1-Ton Truck with a Flatbed Dump and one (1) Dodge Ram 4500 1-1/2-Ton Truck with a Flatbed Dump for the Fleet Services Department, to be utilized by the Parks and Recreation Department from Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep) in the amount of \$84,052 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

**Bid No. 2014-186-C** for a three (3) year contract with one (1) City optional three-year renewal for Emergency Generator Maintenance to Waukesha- Pearce Industries, Inc. in the amount of \$211,955 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

**Bid No. 2014-117-C** for a one (1) year contract with three (3) City optional one (1) year renewals for Professional Food Services for the Plano Centre to Foodbellies, LLC for the annual estimated amount of \$74,000 in FY 2013-14, an estimated annual expenditure of \$150,000 for fiscal years 2014-15, \$165,000 for 2015-16, \$180,000 for 2016-17 and \$99,000 for 2017-18, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

**Bid No. 2014-250-C** for a one (1) year contract with (3) three City optional one (1) year renewals for the purchase of Chevrolet Automotive and Light Truck OEM Parts from Friendly Chevrolet for Inventory Control/Asset Disposal to be used by the Fleet Services Department in the estimated annual amount of \$100,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

### **Purchase from an Existing Contract**

To approve the purchase and installation of a computerized signal system for Traffic Engineering in the amount of \$225,459 from Scientel Wireless, LLC through an existing contract and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. CW10-09) (Consent Agenda Item “J”)

To approve the purchase of a Kenworth T370 Dump Truck for Fleet Services to be utilized by Public Works in the amount of \$98,871 from MHC Kenworth through an existing contract with TASB/BuyBoard and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 430-13) (Consent Agenda Item “K”)

To approve the purchase and installation of pavement marking materials from A & M Maintenance Services, Inc., for a one (1) year contract with four (4) City optional renewals, in the estimated annual amount of \$778,000 through an existing City of Richardson contract and authorizing the City Manager to execute all necessary documents. (City of Richardson Contract No. 49-14) (Consent Agenda Item “L”)

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

To approve a Landscape Architecture Services Agreement by and between the City of Plano and Jerry Parché Consulting Engineers in the amount of \$89,700 for design services for the Hedgcoxe Undercrossing project and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “M”)

To approve an Engineering Services Agreement by and between the City of Plano and Dunaway Associates, L.P. in the amount of \$112,860 for a floodplain study at Oak Point Park and Nature Preserve and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “N”)

### **Approval of Contract Modification**

To approve and authorize Contract Modification No. 1 for the purchase of Professional Engineering Services for the additional design requirements of Brown Branch 18-Inch and 15-Inch Sanitary Sewer Interceptor Capacity Improvements project in the amount of \$154,260 from Halff Associates, Inc., and to authorize the City Manager to execute all related documents. (Consent Agenda Item “O”)

### **Approval of Change Order**

To Jim Bowman Construction Co., LP, increasing the contract by \$154,139 for the Greenhollow Estates Waterline Rehabilitation project, Change Order No. 1. Original Bid No. 2013-148-B. (Consent Agenda Item “P”)

### **Approval of Expenditure**

To ratify the expenditure in the amount of \$104,425 for debris collection by temporary labor services resulting from the December 6, 2013 ice storm and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “Q”)

To correct an administrative error for the initial term for an additional amount of \$158,425, for the renewals for an additional amount of \$133,351 per year and to increase the expenditures for temporary labor services for waste collection by \$125,000 per year; authorizing the execution of any and all documents in connection therewith by the City Manager; and providing an effective date. (Consent Agenda Item “R”)

### **Adoption of Resolutions**

**Resolution No. 2014-7-1(R):** To approve the terms and conditions of an Economic Development Incentive Agreement by and between Optimal Blue, LLC, a Texas limited liability company, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “S”)

**Resolution No. 2014-7-2(R):** To repeal and replace Resolution No. 96-1-12(R) regarding the City’s Joint Use Facility on a 12.9385 acre tract at the northwest corner of Independence Parkway and Caravan Drive; and providing an effective date. (Consent Agenda Item “T”)

**Resolution No. 2014-7-3(R):** To approve the Investment Portfolio Summary for the quarter ending June 30, 2014 and providing an effective date. (Consent Agenda Item “V”)

### **Adoption of Ordinances**

**Ordinance No. 2014-7-4:** To amend Sections 14-66, 14-68, 14-72, 14-73, and 14-74, of Article IV, Smoking, of Chapter 14, Offenses – Miscellaneous of the Code of Ordinances, of the City of Plano to establish regulations relating to the use, distribution and sales of electronic vaping devices; providing a penalty clause, a savings clause, a severability clause, a repealer clause, a publication clause; and an effective date. (Consent Agenda Item “W”)

**Ordinance No. 2014-7-5:** To amend Section 12-104.5(a) to Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas regulating the parking of motor vehicles in certain designated public parking lots within the downtown area; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.. (Consent Agenda Item “X”)

**Ordinance No. 2014-7-6:** To repeal Ordinance No. 2014-3-13; establishing certain classifications within the Fire Department for fiscal year 2013-14; establishing the authorized number and effective dates of positions for each classification; establishing a salary plan for the Fire Department effective July 28, 2014; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item “Y”)

## **END OF CONSENT**

**Resolution No. 2014-7-7(R):** To approve the terms and conditions of a Real Estate Contract and Lease by and between Golf Addicks, LLC, a Texas limited liability company, and the City of Plano for the purchase and lease back to seller of approximately 193.79 acres of land including a golf course, club house, maintenance facility and associated structures located at 1700 Country Club Drive in Plano, Collin County, Texas; and authorizing the City Manager to execute such contract and lease agreement and providing an effective date. (Consent Agenda Item “U”)

Director of Parks and Recreation Fortenberry spoke to the purchase of Los Rios Golf Course in the amount of \$3,500,000 with a five year lease back to the seller. She stated the property would be converted to a community park at termination of the lease back and would connect the green belt from south to north border of Plano. Council Member Gallagher inquired about the sales price and the upfront payment. Ms. Fortenberry spoke to the manner in which the contract was negotiated. In response to Council Member Davidson, she stated appraisals were completed in 2009 with a value of \$3.6 million and in 2012 with a value of \$3.3 million and leasing the property back to the owner is a common practice.

Upon a motion made by Council Member Davidson and seconded by Mayor Pro Tem Smith, the Council voted 5-1, with Council Member Gallagher voting in opposition, to approve the terms and conditions of a Real Estate Contract and Lease by and between Golf Addicks, LLC, a Texas limited liability company, and the City of Plano for the purchase and lease back to seller of approximately 193.79 acres of land including a golf course, club house, maintenance facility and associated structures located at 1700 Country Club Drive in Plano, Collin County, Texas and authorizing the City Manager to execute all necessary documents and to further adopt Resolution No. 2014-7-7(R).

## **Preliminary Agenda Items**

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

#### **Personnel – Reappointments**

##### Board of Adjustment

Upon a motion made by Council Member Downs and seconded by Council Member Gallagher, the Council voted 6-0 to reappoint Ban Alali, Enghlab Eftekhari, William Gibson, and Peter Krause.

##### Heritage Commission

Upon a motion made by Mayor Pro Tem Harris and seconded by Council Member Miner, the Council voted 6-0 to reappoint Michael Coleman and Lisa Ann Fox.

##### Planning and Zoning Commission

Upon a motion made by Council Member Gallagher and seconded by Council Member Downs, the Council voted 6-0 to reappoint Forrest Hicks, William Hilburn, and Mark Pittman.

## **Personnel – Reappointments**

### Community Relations Commission

Upon a motion made by Council Member Davidson and seconded by Mayor Pro Tem Smith, the Council voted 6-0 to reappoint Michael Caranfa and Barbara Oldenburg.

### Library Advisory Board

Council deferred reappointments until the August 11<sup>th</sup> meeting.

### Parks and Recreation Planning Board

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Davidson, the Council voted 6-0 to reappoint Diane Donley and Richard Horne.

### Photographic Traffic Signal Advisory Committee

Council Member Downs reappointed Mike Shea.

### Senior Citizens Advisory Board

Upon a motion made by Council Member Miner and seconded by Mayor Pro Tem Smith, the Council voted 6-0 to reappoint Donna Bening and Deborrah Wegmann.

## **Comprehensive Monthly Financial Report – June 2014**

Director of Finance Tacke advised that the June 2014 report finds General Fund revenues up 1.1 percent compared to last year while Water and Sewer revenues are down 5.3 percent. She stated that actual General Fund revenues are up \$11.7 million, primarily due to an increase in collection of ad valorem taxes of \$6.6 million and sales tax of \$3.6 million. She spoke to the improvement in sales tax is due to business to business sales. Ms. Tacke advised that General Fund expenditures are up slightly but tracking with last year's expenditures and Water and Sewer expenditures are down slightly. She reported General Fund expenditures are up due to personnel services, a 3 percent non-civil and 2 percent civil service pay increase, Suburbia expenses and electric expenses due to timing. She advised that the unemployment rate is at 4.6 percent and sales tax collections were up \$426,000 for the month. Ms. Tacke spoke to the real estate recap stating properties were on the market an average of 23 days, sold at 99 percent of asking price, and an average sales price of \$337,543. Ms. Tacke advised the Water and Sewer revenues were down due to the more stringent water restrictions and the expenses were up due to a 12 percent rate increase from North Texas Municipal Water District. She stated hotel/motel taxes were up for the month.

## **Discussion and direction regarding creation of a Public Improvement District Downtown**

Deputy City Manager Turner spoke to the proposed Public Improvement District for the downtown area outlining the process of submission of a petition, council approval, and setting up an advisory committee. He stated the allowable uses of the funds are physical improvements, marketing and promotion, and events. Mr. Turner advised the assessment collected would not exceed \$.15 per hundred dollars of valuation with the money held in a special fund managed by the City initially but eventually will become self-directed. He spoke to the initial three year term assisting development of confidence in the program and support of the property owners and at the end of the initial term, the process would need to be completed again and a new term designated.

### **Discussion and direction regarding creation of a Public Improvement District Downtown (Con't.)**

Mr. Turner outlined the requirement of property owners of 60 percent of the land area and assessed value agreeing to participate and that the process has started with an exploratory committee. He reported the City would contribute \$50,000 per year to account for its properties with total collection of approximately \$150,000 per year. Mr. Turner stated the proposed district's boundaries were generally Municipal Drive on east, G Avenue on the west, 14<sup>th</sup> Street on south, and north to 16<sup>th</sup> Street with 60 plus properties represented of which 40 have a taxable value being assessed.

In response to Council, Mr. Turner clarified the City's contribution of \$50,000 and designation of government owned properties. He stated the maximum contribution for commercial properties is \$25,000 per year per project and that the district would have partial funding available this year and full funding next year. Mr. Turner reiterated the 60 percent is related to land area and assessed value. He stated the City will communicate frequently with the property owners throughout the process. The City Council agreed to move forward with the process.

### **Suburbia 2014 Report**

Director of Parks and Recreation Fortenberry reported on the 2014 Suburbia Music Festival. She spoke to the outstanding public safety efforts resulting in a minimal number of problems. Ms. Fortenberry advised the majority of the complaints were related to noise issues. She stated area property owners were notified prior to the event and the notification area will be expanded to include other nearby cities in the future.

Ms. Fortenberry spoke to the attendance of 20,000 being lower than anticipated for the weekend, the City's 2014 funding participation of \$500,000 and \$125,000 of in-kind services and advised participation for the next four years would be \$125,000 of in-kind service only, and the estimated financial impact of \$127,418 from overnight visitors. She stated the greatest impact was the public relations in the estimated value of \$1.6 million. Ms. Fortenberry reported improvements for next year's festival would include traffic, drop-off locations, parking, artists, water availability, and additional amenities. She stated Live Nation would notify the City by January 1<sup>st</sup> if it will proceed with the 2015 Suburbia Festival.

### **Discussion and direction regarding Jack Carter Park and Pool**

Director of Parks and Recreation Fortenberry provided the Council with an update regarding Jack Carter Park and Pool. She spoke to the process of creating a Neighborhood Executive Committee of area HOA's and area citizens to facilitate communication between the City and citizens. Ms. Fortenberry discussed the meeting dates and stated once a consensus for the location of the pool is reached, the design process will move forward. She presented a location map with existing facilities and a flood plain overlay. Russell Erskine from Halff and Associates spoke to the current flood plain development standards and the City's participation in the Community Rating System allowing Plano residents in flood plain areas to receive discounts on flood insurance.

### **Discussion and direction regarding Jack Carter Park and Pool (Con't)**

George Deines with Counsilman-Hunsaker spoke to the current status of the pool and required repairs to bring the pool to code and make it functional. He stated the cost estimate for the repairs is approximately \$1.2 million. Mr. Deines advised the direction of public pools is following private sector aquatic center features that appeal to all generations and provided samples of features, like zero depth entries, lazy rivers, slides, and vertical water sprays, that follow the size and budget range of the project. David McCaskill of David McCaskill Design Group provided a conceptual plan for the park including redevelopment ideas for the current pool area and placement of facilities.

Ms. Fortenberry presented the budget and funding sources and an estimated timeline for the project. She stated the overall park-wide cost recovery is at 75 percent and requested Council direction regarding cost recovery. Ms. Fortenberry spoke to the current admission costs for park facilities and cost recovery of maintenance and operations would be analyzed during the design process. Council directed staff to move forward with the 75 percent cost recovery model.

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

No items were discussed.

### **Consent and Regular Agendas**

No items were discussed.

### **Continuation of the Regular Meeting**

**Consideration of Bid No. 2014-253-B** for 15th Street Reconstruction to Phillips May Corporation in the amount of \$4,043,375 with an additional incentive bonus of \$630,000, for a total award of \$4,673,375 and authorizing the City Manager to execute all necessary documents. (Regular Agenda Item "1")

Director of Engineering Carr spoke to the reconstruction of 15<sup>th</sup> Street project with an estimated 1½ year construction time. Mr. Carr advised the contract included an incentive of \$7,000 per day, up to \$630,000, to complete the project early, reducing construction time to 14 months. He stated the City will work closely with property owners to minimize access issues to businesses and hold public meetings to address property owner concerns. Mr. Carr reported the project will be completed one side at a time, will not be concurrent with any other project, and the expedited time line will allow the project to be completed prior to a second holiday season.

Upon a motion made by Council Member Miner and seconded by Council Member Downs, the Council voted 6-0 to approve Bid No. 2014-253-B for 15th Street Reconstruction to Phillips May Corporation in the amount of \$4,043,375 with an additional incentive bonus of \$630,000, for a total award of \$4,673,375 and authorizing the City Manager to execute all necessary documents.

**Resolution No. 2014-7-8(R):** To approve the terms and conditions of an Agreement by and between the City of Plano and Verizon providing for the relocation of existing overhead telephone facilities in the 15th Street right-of-way to underground locations within the 15th Street right-of-way from G Avenue to U.S. 75; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “2”)

Director of Engineering Carr stated this item is relocating utilities in conjunction with the 15<sup>th</sup> Reconstruction project, as well as the two following items.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 6-0 to approve the terms and conditions of an Agreement by and between the City of Plano and Verizon providing for the relocation of existing overhead telephone facilities in the 15th Street right-of-way to underground locations within the 15th Street right-of-way from G Avenue to U.S. 75; authorizing its execution by the City Manager; and to further adopt Resolution No. 2014-7-8(R).

**Resolution No. 2014-7-9(R):** To approve the terms and conditions of an Agreement by and between the City of Plano and Zayo Group, LLC providing for the relocation of existing telecommunications facilities in the 15th Street right-of-way to underground locations within the 15th Street right-of-way from G Avenue to U.S. 75; authorizing its execution by the City Manager; and providing an effective date.. (Regular Agenda Item “3”)

Upon a motion made by Council Member Downs and seconded by Council Member Miner, the Council voted 6-0 to approve the terms and conditions of an Agreement by and between the City of Plano and Zayo Group, LLC providing for the relocation of existing telecommunications facilities in the 15th Street right-of-way to underground locations within the 15th Street right-of-way from G Avenue to U.S. 75; authorizing its execution by the City Manager; and to further adopt Resolution No. 2014-7-9 (R).

**Resolution No. 2014-7-10(R):** To approve the terms and conditions of a Discretionary Service Agreement between the City of Plano and Oncor Electric Delivery Company LLC providing for the relocation of existing overhead electric facilities in the 15th Street right-of-way to overhead and underground utility easements located along the rear lot lines of lots fronting on 15th Street from G Avenue to U.S. 75; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “4”)

Upon a motion made by Council Member Downs and seconded by Council Member Davidson, the Council voted 6-0 to approve the terms and conditions of a Discretionary Service Agreement between the City of Plano and Oncor Electric Delivery Company LLC providing for the relocation of existing overhead electric facilities in the 15th Street right-of-way to overhead and underground utility easements located along the rear lot lines of lots fronting on 15th Street from G Avenue to U.S. 75; authorizing its execution by the City Manager; and to further adopt Resolution No. 2014-7-10(R).

**Ordinance No. 2014-7-11:** To determine a public necessity to acquire the easement property as described in the attached Exhibit “A”, for the public use for the Park Boulevard Corridor Project; authorizing the use of the power of eminent domain to condemn the easement properties; authorizing the City Manager and City Attorney, or their respective designees, to acquire the property including making initial and bona fide offers, and authorizing the City Attorney or her designee to file eminent domain proceedings, if necessary, and providing an effective date. (Regular Agenda Item “5”)

### **Ordinance No. 2014-7-11 (Con't.)**

Director of Engineering Carr spoke to the Park Boulevard Corridor project requiring eleven easements across five properties, stating the project provides capacity improvements at five intersections (Coit Road, Custer Road, Alma Road, K Avenue, and Jupiter Road) along Park Boulevard.

City Attorney Mims clarified due to the State Legislature requiring a more formal process, the purpose of the ordinance is to grant authority to proceed if the properties could not be acquired through negotiation with the property owners. Ms. Mims suggested Mayor LaRosiliere open the floor to public comment due to the nature of the item. Mayor LaRosiliere opened the floor for public comment. No one wished to speak.

Council Member Miner moved that the City of Plano authorize the use of the power of eminent domain to acquire all of the easement properties described in Exhibit "A" attached to the proposed Ordinance for the public use of street, utility, sidewalk, and temporary construction easements for the Park Boulevard Corridor Project; and to further adopt Ordinance No. 2014-7-11. Council Member Davidson seconded the motion and the Council voted 6-0. The motion carried.

**Public Hearing and Ordinance No. 2014-7-12:** As requested in Zoning Case 2014-12, to amend Subsection 3.1605 (Downtown Sign District) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and Subsection 2.821 (BG-Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to consider various amendments to the Downtown Sign District; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. (Regular Agenda Item "6")

Director of Planning Day spoke to the request to modify the sign ordinance in downtown Plano. She stated sign regulations are tied to the downtown district with sub-districts and Staff has expressed a need for more consistent standard across the district by removing the sub-districts and combining the regulations with the exception of pole signs. Ms. Day reported of the existing fifteen pole signs, only four are conforming and letters were sent to all fifteen property owners notifying them of the proposed change. She stated the Planning and Zoning Commission recommended for approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

### **Section 3.1600 - Sign Regulations**

#### Subsection 3.1602 - Definitions

~~Downtown Sign District~~—The area described in Subsection 3.1605.

## Public Hearing and Ordinance No. 2014-7-12 (Con't.)

### Subsection 3.1604 (General)

Overlay Districts/Planned Developments/Heritage Resource District/ ~~Downtown Sign District~~

Signs within an overlay district, planned development, or Heritage Resource District, ~~or Downtown Sign District~~ shall be regulated by the ordinance regulating signs located within the relevant district.

### Subsection 3.1605 (Downtown Sign District)

This section was deleted in its entirety. Refer to Subsection 2.821 (BG-Downtown Business/Government).

### Subsection 2.821 (BG - Downtown Business/Government)

## 6. Signage Standards

### ~~1a.~~ Purpose

The purpose of this section is to regulate the construction of new signs and alterations made to existing signs to ensure consistency with the historic, urban, pedestrian-oriented nature of this district, and the dense, compact development absent in other areas of the city. The objective of this section is to ensure (1) that new signage is appropriate to the architectural design of the building and the district and (2) that signs do not visually obscure significant architectural features of a building or the district in general.

~~The Downtown Sign District encompasses all properties that are zoned Downtown Business/Government. The Downtown Sign District is further classified into two areas—Area A and Area B. The boundary of Area A is defined below. Area B consists of all properties within the Downtown Business/Government zoning that are not within the boundary of Area A.~~

### ~~2. Area A Boundary Description~~

~~BEING a 17.86-acre tract of land situated in Collin County, Texas, and being more particularly described as follows:~~

~~BEGINNING at the intersection of centerline of Municipal Avenue (variable R-O-W) with the centerline of 15th Street (variable R-O-W) to a point for a corner;~~

~~THENCE continuing west along said 15th Street centerline to a point for a corner at the intersection of 15th Street and the centerline of K Avenue (variable R-O-W);~~

~~THENCE continuing north along said K Avenue centerline to a point for a corner at the intersection of K Avenue and the centerline of 16th Street (variable R-O-W);~~

## Public Hearing and Ordinance No. 2014-7-12 (Con't.)

~~THENCE continuing along said 16th Street centerline to a point for a corner at the intersection of 16th Street and the centerline of the Dallas Area Rapid Transit (DART) R-O-W (variable R-O-W) located in Tract 68 of the Sanford Beck Survey, City of Plano, Collin County, Texas;~~

~~THENCE continuing south a distance of 1,125 feet along said DART R-O-W to a point for a corner intersecting the centerline of 14th Street (variable R-O-W);~~

~~THENCE continuing east following along said 14th Street centerline to a point for a corner at the intersection of 14th Street and the centerline of Municipal Avenue;~~

~~THENCE continuing north along said Municipal Avenue centerline back to the PLACE OF BEGINNING and containing 17.86 (777,982 square feet) acres of land.~~

### b. General Provisions

#### i. Issuance of Sign Permit

Signs shall conform to the criteria in this section and to appropriate city codes prior to issuance of a sign permit.

#### ~~Conflict between Sections~~

~~Where there is a conflict between sections of this ordinance, this section shall govern in this district.~~

#### ii. Compatibility with Building Architecture

Signs should generally be designed to be compatible with the architectural composition of the building and the district and not obscure any architectural accent, pattern, or object on the original structure.

#### iii. Sign Materials

Sign finish materials shall be one of the following:

1. Metal, painted or enameled.
2. Cold cathode tube (neon).
3. Carved relief in stone or cast stone.
4. Wood or carved wood which is painted or sealed.
5. The use of plastic on the exterior of a sign is prohibited, except on a marquee and institution signs.

## Public Hearing and Ordinance No. 2014-7-12 (Con't.)

### iv. Lighting of Signs

1. All electrical shall comply with the currently adopted version of the National Electrical Code.
2. Buildings and signs may be illuminated by remote light sources provided that these light sources are shielded to protect adjacent properties.
3. No illuminated sign may contain flashing or moving elements or change its brightness. (Exception: historic signs.)
4. No sign, except a marquee and institution signs, may be illuminated by fluorescent or back lighting. Institution signs with a reader board/electronic message center shall be illuminated in accordance with 3.1603(7). (Exception: historic signs.)

### v. Historic Signs

Historic signs shall not be calculated in the number or area of allowed signs for the purposes of this ordinance. They shall not be considered nonconforming unless deemed noncontributing through the Certificate of Appropriateness process.

### vi. Pedestrian Clearance

A minimum clearance of seven feet shall be maintained below signs that are located over a walkway area measured from the walkway surface to the lowest part of the sign. (Exception: projecting signs that extend no more than 20 inches from a wall.)

### vii. Community Special Events

City Council or the City Manager may authorize signs to advertise patriotic, special events, or special projects of general public interest ~~taking place within the boundaries of the Downtown Sign District.~~

### viii. Encroachment onto Public Right-of-Way

Any sign that is located upon or overhangs a public right-of-way shall be governed by a franchise agreement with the City of Plano.

### ix. Special Event Signage

Special event signage shall be reviewed as part of the overall Special Event Permit as set out in the Code of Ordinances, City of Plano.

**Public Hearing and Ordinance No. 2014-7-12 (Con't.)**

c. Signs Exempt

Signs with a sign area under four square feet and used in the operation of a business, such as hours of operation, credit cards accepted, and parking information shall not require a sign permit.

d. Signs Allowed/Prohibited

i. Allowed Signs

The following signs shall be allowed:

1. All signs specifically permitted in this section.
2. Development or construction signs.
3. Real estate signs.

ii. Prohibited Signs

The following signs are prohibited ~~in the Downtown Sign District:~~

1. Any sign not specifically permitted by this section is prohibited.
2. Any sign that flashes, blinks, revolves, or is put into motion by the atmosphere will not be permitted unless otherwise allowed in ~~3.1605~~ this section.
3. Portable signs, except for a-frame or sandwich board signs, will not be permitted.

**Public Hearing and Ordinance No. 2014-7-12 (Con't.)**

**Table of Permitted Signs**

<b>Signs Permitted in Each Sub-Area of the Downtown Sign District</b>		
<b>Sign Type</b>	<b>Area A</b>	<b>Area B</b>
A-frame/Sandwich Board Sign	X	X
Armature Sign		X
Awning Sign	X	X
Banner Sign	X	X
Directory Sign	X	X
Hanging Sign	X	X
Institution Sign ( <i>ZC 2011-26; Ordinance 2011-11-7</i> )		X
Marquee Sign	X	X
Pole Sign		X
Municipally-owned Sign	X	X
Mural Sign	X	X
Onsite Directional Sign	X	X
Projecting Sign	X	
Wall Sign – Attached	X	X
Window Sign	X	
(X = Permitted)		

## Public Hearing and Ordinance No. 2014-7-12 (Con't.)

### e. Permitted Signs

1. A-frame/Sandwich Board Sign
2. Armature Sign
3. Awning Sign
4. Banner Sign
5. Directory Sign
6. Hanging Sign
7. Institution Sign
8. Marquee Sign
9. Municipally-owned Sign
10. Mural Sign
11. Onsite Directional Sign
12. Projecting Sign
13. Wall Sign - Attached
14. Window Sign

### f. Sign Standards

#### i. General

~~Each business within Area A with direct ground floor access is permitted one hanging sign and one awning or wall sign per street frontage.~~

~~Each business with direct first floor access within Area B is permitted one hanging, awning, or wall sign and one pole or armature sign per street frontage.~~

1. Each business with direct first floor access is permitted one hanging, awning, or wall sign and one armature sign per street frontage.
2. Each building is permitted one building identification sign.

#### ii. A-frame/Sandwich Board Signs

##### 1. General

No more than one a-frame or sandwich board sign per business shall be allowed, and a minimum of four feet of clear sidewalk shall be maintained at all times. The sign shall be sufficiently weighted or anchored to prevent movement by wind or other elements.

##### 2. Sign Area and Size

No a-frame or sandwich board sign shall exceed eight square feet per face or four feet in height. The entire sign structure shall be calculated as the total of sign area.

## **Public Hearing and Ordinance No. 2014-7-12 (Con't.)**

### iii. Armature Signs

#### 1. Sign Area

The sign area of any one face shall not exceed 16 square feet in area. The sign area of an armature sign shall not comprise more than 70% of the entire sign structure.

#### 2. Sign Size

The maximum height of an armature sign structure shall be six feet. The maximum width shall be four feet.

#### 3. Location

An armature sign may be placed adjacent to the public right-of-way provided it does not encroach on the sight visibility triangle and is a minimum of six feet from the outside curb line.

### iv. Awning Signs

#### 1. Sign Location

The awning sign shall be located within the center 75% of the frontage of the awning, the tenancy, or the building face, whichever is least. Awning signs must maintain a minimum border of one inch between the letters or logo and the edge or a change of plane.

#### 2. Sign Size

The maximum size of letters shall be eight inches. A logo may extend up to 12 inches tall provided the appropriate border is maintained.

### v. Banner Signs

#### 1. General

Each business shall be allowed two banner permits per calendar year, and each permit shall be good for a maximum of 30 days. A minimum of 30 days shall be required between each banner permit. Banners shall be kept in good repair and remain firmly anchored or secured.

## Public Hearing and Ordinance No. 2014-7-12 (Con't.)

### 2. Location and Content

No more than one banner sign shall be permitted across the facade of a building or business or in any other location on a single property. The city, or an agent of the city, may mount banners on street light standards and/or across the street for special events, subject to installation policy and the following regulations:

- a. A banner must display artwork or a message that pertains to the district, a holiday, a welcome, or a special event.
- b. Up to ten percent of the effective area of a banner may contain the words or logos that identify a sponsor of a cultural event or activity.
- c. No more than two banner signs shall be permitted across any one street between two intersecting streets.

### vi. Building Identification Sign

Building identification signs shall be considered as projecting signs or wall signs, attached or painted, for purposes of this section, except when historic.

### vii. Directory Signs

#### 1. General

On multi-tenant buildings where there are two or more tenants without direct outside access to a public street, a directory sign may be allowed. One directory sign per street face is permitted.

#### 2. Type

A directory sign may take the form of an armature sign, ~~pole sign~~, projecting sign on ground floor of a building, or wall sign on ground floor of a building and must follow the regulations for each.

#### 3. Sign Area

A directory sign may contain four square feet, with an additional one-and-a-half square feet, for each tenant having a separate lease space, up to a maximum area of ten square feet.

### viii. Hanging Signs

#### 1. Location

Hanging signs must maintain a minimum clearance of seven feet above the sidewalk and one foot from the curb.

**Public Hearing and Ordinance No. 2014-7-12 (Con't.)**

2. Sign Area

No hanging sign area shall exceed six square feet in area per face.

ix. Marquee Signs

1. General

Marquee signs shall be permitted only on a theater or performance hall. Only one marquee sign shall be allowed for each building containing a theater or performance hall.

2. Lighting

A marquee sign may have backlighting, exposed incandescent bulbs, or neon lighting.

3. Sign Area

The sign area of a marquee sign on a facility with a seating capacity of 750 or less may not exceed 100 square feet in area, including all sign faces. The sign area of a marquee sign on a facility with a seating capacity of more than 750 may not exceed 200 square feet.

4. Sign Size

Marquee signs must not exceed six feet in height and must maintain a minimum clearance of eight feet above the sidewalk.

x. Municipally-owned Signs

Municipally-owned signs shall be regulated by Subsection 3.1603.

xi. Mural Signs

Mural signs shall be regulated by Subsection 3.1603. ~~In Area A of this district,~~  
~~m~~Murals shall be attached rather than painted directly onto an exterior wall.

xii. Onsite Directional Signs

Onsite directional signs shall not exceed eight square feet or 30 inches in height and shall not contain advertising.

## Public Hearing and Ordinance No. 2014-7-12 (Con't.)

### ~~xiii. Pole Signs~~

#### ~~1. General~~

~~Pole signs in the Downtown Sign District shall be constructed of two uprights with the sign face placed between the uprights.~~

#### ~~2. Sign \_\_\_\_\_ Area~~

~~The sign area of any one face shall not exceed 16 square feet in area. The sign area of a pole sign shall not comprise more than 70% of the entire sign structure.~~

#### ~~3. Sign Size~~

~~The maximum height of a pole sign structure shall be six feet. The maximum width shall be six feet.~~

#### ~~4. Location~~

~~A pole sign may be placed adjacent to the public right of way provided it does not encroach on the sight visibility triangle and is a minimum of six feet from the outside curb line.~~

### xiv. Projecting Signs

#### 1. General

Projecting signs greater than 20 inches in width must maintain a minimum clearance of seven feet above the ground or sidewalk and two feet from the curb. A projecting sign must not extend above the wall to which it is attached

#### 2. Sign Area and Structure Size

A projecting sign located within seven feet of the ground or sidewalk shall not exceed five square feet in area per face. The area per face of a projecting sign located over seven feet above the ground or sidewalk shall be calculated based on the total height of the wall to which the sign is attached at one square foot per one foot of wall height. The maximum height of the total sign structure shall not exceed one-third of the total height of the wall to which it is attached and shall not project more than six feet.

## Public Hearing and Ordinance No. 2014-7-12 (Con't.)

### xv. Wall Signs - Attached

#### 1. General

An attached wall sign must be mounted parallel to the wall surface and may not extend above the wall to which it is attached. Attached wall signs may not project more than six inches from the wall surface.

#### 2. Sign Area and Structure Size

The maximum permitted sign area for a single business or single storefront shall be one square foot per linear foot of business frontage along a public street. The width of the sign structure shall not exceed half the width of the business's linear frontage. The maximum height of the sign structure shall not exceed one-third of the total height of the wall to which it is attached.

#### 3. Wall Signs Used for Building Identification Purposes

The sign area for an attached wall sign used for building identification purposes shall be calculated based on the width of the building's facade to which the sign is attached. The width of the sign structure shall not exceed half the width of the building's linear frontage. The maximum height of the sign structure shall not exceed one-third of the total height of the wall to which it is attached.

### xvi. Wall Signs - Painted

#### ~~General~~

~~In Area A of the district, only existing historic, painted signs shall be allowed. They may be maintained and refurbished, but the message may not change. Painted wall signs shall be allowed in Area B of the district.~~

#### 1. Sign Area

The maximum permitted sign area for a single business or single storefront shall be one square foot per linear foot of business frontage along a public street. The width of the sign shall not exceed half the width of the business's linear frontage. The maximum height of the sign shall not exceed one-third of the total height of the wall to which it is attached.

## **Public Hearing and Ordinance No. 2014-7-12 (Con't.)**

### 2. Wall Signs Used for Building Identification Purposes

The sign area for a painted wall sign used for building identification purposes shall be calculated based on the width of the building's facade to which the sign is attached. The width of the sign shall not exceed half the width of the building's linear frontage. The maximum height of the sign shall not exceed one-third of the total height of the wall to which it is attached.

### xvii. Window Signs

#### 1. General

Window signs shall only be permitted on the ground floor of a building.

#### 2. Sign Area

a. No window sign or signs shall cover more than 25% of any individual window.

b. Window signs that exceed 15% of an individual window shall obtain a permit, unless the sign is a noncommercial temporary sign.

c. Window sign area shall not exceed 40 square feet on any facade.

3. Signs may be applied to, attached to, or located within 12 inches of a window on the interior of the establishment.

### xviii. Institution Signs

Institution signs shall not exceed 32 square feet with a maximum height of six feet, and shall be monument-type signs. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and 30 feet from any adjoining property line. Institution signs are limited to one per street front along major streets only as defined by Subsection 2.821 (5)(a)(i).

## **Section 2.800 - District Charts**

### Subsection 2.829 UMU - Urban Mixed-Use

#### 15. Additional Requirements and Restrictions

a. A UMU district or a group of buildings within the district may not be walled, fenced, or restricted from general public access.

**Public Hearing and Ordinance No. 2014-7-12 (Con't.)**

- b. The second building constructed and all subsequent buildings may not be further than 150 feet from another building.
- c. The regulations, specifications, and design standards for signs contained in Subsection 2.821 (BG - Downtown Business/Government) ~~Subsection 3.1605 (Downtown Sign District) Area A~~ shall apply unless otherwise specified in this ordinance or in the adopted development plan.

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

Upon a motion made by Council Member Downs and seconded by Council Member Davidson, the Council voted 6-0 to amend Subsection 3.1605 (Downtown Sign District) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and Subsection 2.821 (BG-Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to consider various amendments to the Downtown Sign District;; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2014-12; and to further adopt Ordinance No. 2014-7-12.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 8:59 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
OPEN MEETING  
July 30, 2014**

**COUNCIL MEMBERS PRESENT**

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

**COUNCIL MEMBERS ABSENT**

Ben Harris, Deputy Mayor Pro Tem  
Jim Duggan

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Jim Parrish, Deputy City Manager  
Mark Israelson, Assistant City Manager  
Victoria Huynh, Deputy City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Wednesday, July 30, 2014, 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 to receive information regarding Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:15 p.m. in the Senator Florence Shapiro Council Chambers.

**Consideration and action resulting from Executive Session**

No items were brought forward.

**Overview of 2013-14 Budget & Community Investment Program (CIP) (Agenda Item II)**

City Manager Glasscock presented a video overview of the budget.

### **Presentation of the 2014-2015 Recommended Budget and Community Investment Program (CIP) (Agenda Item III)**

Budget and Research Director Rhodes-Whitley spoke to the focus of the budget includes maintaining quality services, enhancement of public safety programs, addressing capital project backlog, enhancements to the infrastructure maintenance programs, investment in our workforce, and ensuring the Economic Development fund is adequately funded. She advised the recommended budget reflects a tax rate of \$.4886 per \$100 of assessed valuation, \$.02 of property tax dedicated to Economic development, provides a 3% across the board salary increase for all employees, no increase to the employer paid health care insurance premiums, a \$5 million increase to the transfer to the Capital Reserve Fund, and an additional net 39 full-time positions and net 3 part-time positions.

### **Budget Presentation (Agenda Item IV)**

Budget and Research Director Rhodes-Whitley spoke to combined 2014-2015 budget resources of \$504,975,339 with a general fund revenue breakdown of 41% property tax, 27.5% sales tax, and 31.55% from other revenue sources. She stated the assessed property value of \$28.8 billion is 49.6% residential and 50.4% commercial properties. Ms. Rhodes-Whitley discussed the residential tax exemptions and \$30.8 million revenue loss due to the exemptions. She spoke to the anticipated sales tax receipts and building and development revenue.

Ms. Rhodes-Whitley stated combined 2014-2015 budget expenses were \$468,586,163 with Public Safety and Health making up 47.9% of the overall General Fund Expenditures of \$260,320,103. She spoke to key budget highlights of Oak Point Park Nature and Retreat Center, Police evidence area expansions, Fire Station expansion, increased public safety personnel, and radio system expansion. Ms. Rhodes-Whitley reported water rates would be increased to offset the rate increase from North Texas Municipal Water District and the rate for usage in excess of 30,000 gallons per month would be increased to \$7.50 per 1,000 gallons. Ms. Rhodes-Whitley advised the Municipal Drainage fund has a planned 10% residential rate decrease due to projects not coming to fruition. She stated the Water and Sewer fund and Municipal Drainage fund would be discussed further at the August 16<sup>th</sup> work session. Ms. Rhodes-Whitley reviewed the budget calendar and advised that information will be posted to the City's website.

### **Tax Rate Presentation (Agenda Item V)**

Budget and Research Director Rhodes-Whitley stated the proposed tax rate is set at \$.4886 with a vote scheduled at the August 11, 2014 meeting in accordance with Truth-in-Taxation laws. She spoke to the effective tax rate and the rollback tax rate and stated the proposed tax rate exceeds the rollback rate. Ms. Rhodes-Whitley provided a history of the tax rate exceeding the rollback rate and schedule of key dates related to adopting the tax rate.

## **Updated Financial Forecast (Agenda Item VI)**

### **a. General Fund**

Budget and Research Director Rhodes-Whitley presented the Three-Year Financial Forecast. She stated City Manager Glasscock requested all departments to anticipate future needs and if all needs are funded an additional \$10 million would be needed for 2015-2016 and \$3.3 million in 2016-2017. City Manager Glasscock stated this was a statement of major department needs to create a working document for the future. In response to Council, Ms. Rhodes-Whitley stated the increase in future revenue stems from the new growth being added to the appraisal roll and the 30 days on reserves is a minimum goal.

### **b. Water & Sewer**

Budget and Research Director Rhodes-Whitley spoke to the Water and Sewer Fund being addressed at the August 16<sup>th</sup> work session and the number of days in reserves being at 35 with a goal of 45 days and optimally 60 days. She stated this year the City will be using \$2 million from reserves to help offset the \$12.5 million in lost revenue due to the water restrictions.

## **Discussion and direction regarding Litter Program – Public Drainage and Creeks (Agenda Item VII)**

Director of Public Works Cosgrove spoke to the background, scope, and assessment process stating the total creeks equal 189 miles with difficult and hazardous access. He advised the process is labor intensive, taking 302 working days to complete one complete cycle of clean-up at a cost of approximately \$1,042,165. Mr. Cosgrove stated it is a regional issue and would require continual clean-up. City Manager Glasscock stated the Council would need to determine the investment versus the impact of the project. The City Council directed staff not to proceed with the project.

## **Discussion and direction regarding Parks Recycling Program & Litter Contract (Agenda Item VIII)**

Director of Parks and Recreation Fortenberry spoke to the background, challenges and the proposed Parks Recycling Program decision package for the City Council to consider. She advised the pilot program would cost an estimated \$75,000 for dumpsters, compactors, screening, and recycling receptacles to be placed at several of the athletic fields that generate a high volume of recyclables. Ms. Fortenberry stated if the pilot program was successful, the annual cost for all park facilities would be approximately \$250,000 annually, a portion of which could be offset by grant opportunities and lower costs in regular trash collection. The City Council directed staff to include the pilot program in the 2014-2015 Budget.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:23 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST:

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Lisa C. Henderson, City Secretary



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		8/11/2014			
Department:		Technology Services			
Department Head		David Stephens			
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>					
<b>CAPTION</b>					
To approve and authorize Amendment No. 2 to the Distribution Pole License Agreement S0527371C that allows the City of Plano to mount Mesh Network devices on distribution poles owned by Oncor Electric Delivery Company LLC, (f/k/a TXU Electric Delivery Company). This Amendment No. 2 will provide for updated definitions, and insurance requirements, and provide terms concerning transfers.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	0	<b>0</b>
BALANCE		0	0	0	<b>0</b>
FUND(S): <b>N/A</b>					
<b>COMMENTS:</b> This contract modification has no financial impact. <b>STRATEGIC PLAN GOAL:</b> Periodic updates and modifications to existing agreements relate to the City's Goal of Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
Technology Services recommends approval of Amendment No. 2 to the Distribution Pole License Agreement owned by Oncor Electric Delivery Company LLC (f/k/a TXU Electric Delivery Company), that allows the City of Plano to mount Mesh Network devices on distribution poles. This Amendment No. 2 is required to provide for updated definitions, and insurance requirements, and provide terms concerning transfers.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memorandum, Amendment No. 2					



# Memorandum

**Date:** July 22, 2014

**To:** Diane Palmer-Boeck, Purchasing Manager

**From:** David Stephens, Director Technology Services

**Subject: Amendment No. 2 to Distribution Pole License Agreement S0527371C with Oncor Electric Delivery Company LLC (f/k/a TXU Electric Delivery Company)**

Technology Services proposes approval of Amendment No. 2 to the Distribution Pole License Agreement S0527371C that allows the City of Plano to mount Mesh Network devices on distribution poles. This agreement is with Oncor Electric Delivery Company LLC (f/k/a TXU Electric Delivery Company). Oncor is requesting to update some definitions in this contract, provide terms about transfers, and updated insurance requirements. There is no monetary impact to this contract modification.

**AMENDMENT NO. 2**

**DATED AUGUST 12, 2014**

**TO**

**DISTRIBUTION POLE LICENSE AGREEMENT**

**S0527371C**

**BY AND BETWEEN**

**CITY OF PLANO**

**AND**

**ONCOR ELECTRIC DELIVERY COMPANY LLC  
(f/k/a TXU ELECTRIC DELIVERY COMPANY)**

**DATED APRIL 12, 2007**

**AMENDMENT NO. 2****EFFECTIVE DATE**

The Effective Date of this Amendment is **August 12, 2014**.

**PURPOSE**

This Amendment modifies, alters or changes specific terms and conditions of contract number **S0527371C** (the "Agreement") currently in effect between the parties hereto. This Amendment shall replace and supersede Amendment No.1 to the Agreement in its entirety. Except as modified in this Amendment or previous amendments, the Agreement will remain in full force and effect.

**MODIFICATIONS**

The Agreement is hereby modified as follows:

1. SECTION 1. DEFINITIONS: 1.5 "Equipment."

- a. The definition of "Equipment" shall be deleted in its entirety and replaced with the following definition:

"This shall mean equipment, including appurtenances, attached by or on behalf of Licensee to any Pole. Such Equipment shall include, without limitation, the fiber optic or other cables (whether original or overlashed), power supplies, amplifiers and drop wires, wires and appliances, including service wires and bonding wires, together with associated cable messengers, anchors, pedestals, guy wires, and other appurtenances as well as radios, antennas and other wireless equipment used by Licensee and approved by Company."

2. SECTION 1. DEFINITIONS: 1.14 "Poles."

- a. The definition of "Poles" shall be deleted in its entirety and replaced with the following definition:

"This shall mean distribution pole(s) located within the boundaries of the areas in which Company provides electric utility service, each of which has a circuit with a nominal voltage of less than 69,000 volts, which are owned solely by Company; such term does not mean or include, without limitation, pole(s) or other structures owned by Company which are used for the transmission, rather than distribution, of electric energy."

3. SECTION 1. DEFINITIONS: 1.17 "Standards."

The definition of "Standards" shall be deleted in its entirety and replaced with the following definition:

"This shall mean the safety or engineering standards Company applies to electric distribution overhead and underground construction and maintenance, which shall include:

- a) the current edition of the National Electrical Safety Code;
- b) the rules and regulations of the Occupational Safety & Health Administration ("OSHA");
- c) Company's Distribution Construction Standards Manual (available at Company's Website); and
- d) other applicable laws or regulations of any governing authority, or regulatory body, having jurisdiction over the subject matter of this Agreement."

4. SECTION 1. DEFINITIONS: 1.18 "TXU Electric Delivery."

- a. The term "TXU Electric Delivery," shall be replaced with the term "Company," and the definition of "TXU Electric Delivery" shall be deleted in its entirety and replaced with the following definition of "Company":

"This shall mean Oncor Electric Delivery Company LLC."

**AMENDMENT NO. 2**

- b. All references throughout the Agreement to “TXU Electric Delivery,” shall be replaced with the term “Company.”
5. SECTION 1. DEFINITIONS: 1.19 “TXU Electric Delivery Party.”
- a. The term “TXU Electric Delivery Party” shall be replaced with the term “Indemnified Party (Parties),” and the definition of “TXU Electric Delivery Party” shall be deleted in its entirety and replaced with the following definition of “Indemnified Party (Parties)”:
- “This shall mean Company Group, its present and future affiliates, and its representatives, agents, officers and employees. For purposes of this Agreement, the term shall also include any contractor, electric utility or other entity authorized by Company to perform work on its Poles on its behalf.”
- b. All references throughout the Agreement to the term “TXU Electric Delivery Party” shall be replaced with the term “Indemnified Party (Parties).”
6. SECTION 1. DEFINITIONS: 1.21 “Power Space.”
- a. The definition of “Power Space” shall be deleted in its entirety and replaced with the following definition:
- “This shall mean any space on the Poles normally and primarily utilized by Company for the distribution of electric power, including the space from the tops of the Poles down to and including the neutral space.”
7. SECTION 1. DEFINITIONS: 1.22 “Approved Contractor.”
- a. The term “Approved Contractor” shall be replaced with the term “Approved Power Space Contractor” and the definition of “Approved Contractor” shall be deleted in its entirety and replaced with the following definition of “Approved Power Space Contractor”:
- “This shall mean any party retained by Licensee that is approved by Company to perform certain installation, repair and maintenance functions on the Equipment attached to Poles in the Power Space and any contractor or other party approved by Company to perform work on Company’s behalf in the Power Space.”
8. SECTION 1. DEFINITIONS: 1.24 “Company’s Website.”
- a. The term “Company’s Website” shall be added as Section 1.24 of the Agreement and defined as follows:
- “This shall mean the following website: <http://www.oncor.com/EN/Pages/Joint-Use-Management.aspx>.”
9. SECTION 1. DEFINITIONS: 1.25 “Company Group.”
- a. The definition of “Company Group” shall be added as Section 1.25 of the Agreement and defined as follows:
- “This shall mean Company, its majority investor, Energy Future Holdings Corp., and all subsidiaries and affiliates of Energy Future Holdings Corp., and all officers, directors, shareholders, associates, related firms and entities, employees, servants and agents of Company and each such subsidiary or affiliate.”
10. SECTION 4. ATTACHMENT, REPLACEMENT, RELOCATION AND MODIFICATION OF EQUIPMENT.

The following language shall be inserted at the beginning of Section 4, and prior to Section 4.1:

**AMENDMENT NO. 2**

“Throughout the term of this Agreement, Licensee may designate Poles on which it desires to work. All work on the Poles shall:

- (a) comply with the terms of this Agreement;
- (b) comply with the Standards;
- (c) be conducted in a good and workmanlike manner; and
- (d) not interfere with equipment of any Company Group, Joint User or other third-party attacher.”

11. SECTION 4. ATTACHMENT, REPLACEMENT, RELOCATION AND MODIFICATION OF EQUIPMENT: 4.11  
“Transfers by Company.”

The following provision shall be inserted as Section 4.11 of the Agreement, which shall be entitled “Transfers by Company”:

“Company, in the exercise of its sole discretion and in accordance with the provisions of the Agreement, may transfer Licensee’s simple, tangent attachments to a new Company Pole or relocate simple, tangent attachments as needed on an existing Pole, provided that such work does not create a safety hazard. The parties agree that, notwithstanding 47 C.F.R. § 1.1403, Company may perform such work without prior notice to Licensee, and shall notify Licensee of the performance of such work within fifteen (15) days of its completion, and request inspection by Licensee of said work for Standards compliance. Company shall invoice Licensee seventy-five Dollars (\$75.00) per transfer for all transfers performed on a monthly basis, with payment due within thirty (30) days of receipt. At Company’s discretion, Company may increase or decrease said transfer price from time to time upon sixty (60) days’ notice to Licensee. For and with respect to Equipment located within the Power Space, such work shall continue to be performed exclusively by an Approved Power Space Contractor.

Licensee may communicate in writing to Company that it does not wish to participate in the transfer program described in the preceding paragraph, or that it does not wish for Company to make a specific category or type of transfer or relocation upon Licensee’s behalf.”

12. SECTION 13: INSURANCE

Section 13 of the Agreement shall be deleted in its entirety and replaced with the following language:

“SECTION 13. INSURANCE TO BE PROVIDED TO COMPANY BY LICENSEE.

13.1 Coverage Requirements. Licensee shall, at its sole expense and during the term of this Agreement, purchase and maintain insurance in accordance with the requirements of Attachment E, Licensee’s Insurance Requirements. However, notwithstanding the foregoing insurance requirements, if an entity is exempt by law from the provision of insurance or has otherwise been granted by law the ability to self-insure, a cite to the applicable law or regulation creating such exemption, or other verifiable evidence of any exemption from the provision of insurance is required. Such evidence shall be provided to Company prior to the execution of this Agreement and shall be made an attachment hereto.

13.2 Notification of Accident, Injury, or Damage. Licensee will notify Company’s manager of claims per the requirements in Attachment E as soon as practical of any accidents or occurrences resulting in injuries to any person, including death, or any property damage (including, without limitation, damage to any Equipment or Pole), arising out of or relating to this Agreement.

13.3 Enhancement of Indemnification. Nothing in this Section 13, or the provision of any insurance or irrevocable standby letter of credit or other security required by this Section 13, shall affect, limit or otherwise reduce the indemnity obligations provided for in Section 12.

13. SECTION 19.1: Notices.

The following portion of Section 19.1 of the Agreement shall be deleted in its entirety:

“(b) If to TXU Electric Delivery:

**AMENDMENT NO. 2**

Capgemini Energy LP  
1601 Bryan Street, Suite 19-010B  
Dallas, Texas 75201

Attn: Ron Coan  
Telephone Number: 214-812-2211  
Fax Number: 214-812-7450  
Email: rcoan@capgeminienergy.com”

The following language shall replace the aforementioned deleted language in Section 19.1 of the Agreement:

“(b) If to Company:

Oncor Electric Delivery Company LLC  
Attention: Contracts Administrator  
115 W. 7th Street, Suite 211  
Fort Worth, TX 76102

Attn: Alan Quam  
Telephone Number: 817-215-6755  
Fax Number: 817-215-6243  
Email: [alan.quam@oncor.com](mailto:alan.quam@oncor.com).”

All other terms of Section 19.1 shall remain the same.

14. ATTACHMENT E: LICENSEE’S INSURANCE REQUIREMENTS.

Exhibit 1 hereto, entitled “Attachment E, Licensee’s Insurance Requirements,” shall supersede existing Attachment E.

**[SIGNATURE PAGE FOLLOWS]**

**AMENDMENT NO. 2**

The parties have signed this Amendment acknowledging their agreement to its provisions as of the Effective Date.

**CITY OF PLANO**

**ONCOR ELECTRIC DELIVERY COMPANY LLC**

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

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

Name: Bruce D. Glasscock

Name: Karen Flewharty

Title: City Manager

Title: Joint Use Manager

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

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

**AMENDMENT NO. 2**

**EXHIBIT 1**

**AMENDMENT NO. 2****ATTACHMENT E****LICENSEE'S INSURANCE REQUIREMENTS****A. Coverage Requirements**

Licensee will, at its own expense, maintain in force throughout the period of the Agreement, or as otherwise specified, and until released by Company the following minimum insurance coverages, with insurers acceptable to Company.

- 1) Commercial General Liability Insurance including bodily injury and property damage, personal and advertising injury, contractual liability, and including products and completed operations, with minimum limits of one million dollars (\$1,000,000) per occurrence for bodily injury, including death and property damage.
- 2) Automobile Liability Insurance for coverage of owned, non-owned and hired autos, trailers or semi-trailers with a minimum combined single limit of one million dollars (\$1,000,000) per accident for bodily injury, including death, and property damage.
- 3) Excess Liability Insurance over and above the employers' liability, commercial general liability and automobile liability insurance coverage, with a minimum limit of two million dollars (\$2,000,000) per occurrence. Coverage must replace exhausted aggregate limits under Commercial General Liability and Workers' Compensation (Employers Liability) insurance coverages referenced herein.
- 4) Workers' Compensation and Employers' Liability Insurance providing statutory benefits in accordance with the laws and regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for the employers' liability insurance will be five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, five hundred thousand dollars (\$500,000) policy limit bodily injury by disease.

Note: The required limits of insurance can be satisfied by any combination of primary and excess coverage.

**B. Additional Requirements**

- 1) Each of the policies in section A., above, except workers' compensation and employers' liability insurance, will contain provisions that specify that the policies are primary and will apply without consideration for other policies separately carried and will state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance, and that only one deductible will apply per occurrence regardless of the number of insureds involved in the occurrence. Licensee will be responsible for any deductibles or retentions.
- 2) Each of the policies in section A, above, except workers' compensation and employers' liability insurance, if written on a claims-made basis, will be maintained in full force and effect for two (2) years after final acceptance or completion of the Work, whichever is later.
- 3) All policies must be issued by carriers having an *A.M. Best's* rating of "A-" or better, and an *A.M. Best's* financial size category of "VIII", or better. If requested in writing by Company, Licensee will make available to Company a certified copy of any or all insurance policies or endorsements required of Licensee.
- 4) Company will receive advance written notice prior to non-renewal or cancellation.
- 5) Certificates of insurance (COI) must show "Oncor Electric Delivery Company LLC and its affiliates" as the certificate holder, and as an additional insured (including completed operations) to the extent Licensee has agreed to indemnify any Indemnified Party or Parties pursuant to the provision of indemnity therein. The additional insured requirement shall apply to all of the required coverages except workers' compensation. All of the required coverages must provide a waiver of subrogation in favor of the certificate holder.

**AMENDMENT NO. 2****C. Limitation of Liability**

The requirements contained herein as to the types and limits of all insurance to be maintained by Licensee are not intended to and will not, in any manner, limit or qualify the liabilities and obligations assumed by Licensee under the Agreement.

**D. Carrier/Agent to Provide Proof of Insurance**

Prior to execution of the Agreement, and when requested by Company, Licensee will instruct its insurance carrier/agent to submit directly to Company valid certificate(s) of insurance, evidencing the coverage required herein. Valid certificates of insurance utilize ACORD 25 form dated 2010/05 or later and other Texas Department of Insurance (TDI) approved forms which properly addresses each requirement referenced in this document (as depicted in Company's Sample COI, available on request). If Licensee's insurance carrier/agent provides to Company a certificate of insurance that is not an ACORD 25 form dated 2010/05 or later, insurance carrier/agent must also submit sufficient documentation directly to Company indicating that certificate is approved by TDI. Company's review of certificates or policies will not be construed as accepting any deficiencies in Licensee's insurance or relieve Licensee of any obligations set forth herein. In addition, Licensee will require each of its subcontractors to provide adequate insurance. Any deficiencies in the insurance provided by subcontractors will be the responsibility of Licensee.

**E. Description of Operations Language**

The following language or language substantially in the form of such language must be included in the Description of Operations section of the COI or otherwise indicated on the form:

**Certificate holder is included as an additional insured (including completed operations) as respects all of the required coverages except workers' compensation. All of the required coverages provide a waiver of subrogation in favor of the certificate holder.**

**F. Certificate Holder Detail**

The certificate holder must be shown on the COI as follows:

**Oncor Electric Delivery Company LLC and its affiliates  
Attention: Joint Use Management  
115 W. 7th Street, Suite 211  
Fort Worth, TX 76102**

**G. Reporting of Damage and Accidents**

Licensee agrees to report to the manager of the claims department (address shown below) of the Company in writing as soon as practical all instances of property damage (including, without limitation, damage to any Equipment or Pole), and all accidents or occurrences which may result in injuries to any person, including death, arising out of or relating to this Agreement.

**Oncor Electric Delivery Company LLC  
Attention: Claims  
1616 Woodall Rodgers Freeway  
Dallas, TX 75202**

**H. Maximum Limits of Insurance**

If the insurance obligations required in the Agreement exceed the maximum limits permitted by law or do not otherwise conform with any applicable law, then this Agreement will be deemed amended so as to only require

**AMENDMENT NO. 2**

Licensee to provide insurance to the maximum extent allowed by law.

**I. Notice for Legislatively Created Entities**

Notwithstanding the foregoing insurance requirements, if an entity is exempt by law from the provision of insurance or has otherwise been granted by law the ability to self-insure, a cite to the applicable law or regulation creating such exemption, or other verifiable evidence of any such exemption from the provision of insurance is required. Such evidence shall be provided to Company prior to the execution of this Agreement and shall be made an attachment hereto.



City of Plano  
1520 K Avenue  
Plano, TX 75074

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

Attachment F to Amendment 2 of Distribution Pole License Agreement S0527371C

August 1, 2014

Mr. Alan Quam  
Oncor Electric Delivery Company, LLC  
Attention: Contrasts Administration  
115 West 7<sup>th</sup> Street, Suite 805

Re: Revised Insurance Requirements to Contract

Dear Mr. Quam:

As required by Section 13, Article 1-Coverage Requirements of the referenced contract; this letter will serve as notification that the City of Plano, Texas is a self-insured government entity in accordance with Texas Government Code, Title 10, Subtitle F, and Chapter 2259- Self-Insurance by Governmental Units.

As requested by Attachment E-licensee's insurance Requirements, Paragraph D-Carrier/Agent to Provide Proof of the Insurance, a current Certificate of Insurance has been included as an attachment to this letter.

Should you have any questions or need further assistance, please feel free to contact me via e-mail: [jimm@plano.gov](mailto:jimm@plano.gov) or direct dial phone: 972-941-5652.

Sincerely,

Jim Miller  
Assistant Risk Manager

Attachment: Certificate of Insurance





# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		08/11/14			
Department:		Human Resources			
Department Head		Jim Parrish			
Agenda Coordinator (include phone #): <b>Sharron Mason x7247</b>					
<b>CAPTION</b>					
To approve an expenditure for professional consultation services and establish a three (3) year contract with three (3) City optional one (1) year renewals in the annual amount of \$77,760.00 from Dr. Anthony Paul Picchioni, Ph.D., for Human Resources and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15 thru 2019-20</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	466,560	<b>466,560</b>	
Encumbered/Expended Amount	0	0	0	<b>0</b>	
This Item	0	0	-466,560	<b>-466,560</b>	
BALANCE	0	0	0	<b>0</b>	
<b>FUND(s):    GENERAL FUND</b>					
<p><b>COMMENTS:</b> This item approves price quotes. Expenditures will be made in the Human Resources Department within the approved budget appropriations for each year of the contract. The estimated future amount is \$466,560, or \$77,760 annually, which will be made within approved budget appropriations.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing Consulting Services for the City of Plano Human Resources Department relates to the City's Goal of a Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>					
<b>SUMMARY OF ITEM</b>					
This agreement is for professional consulting services by Dr. Anthony Paul Picchioni, Ph.D., which shall be coordinated through the Human Resources Department. The term of this agreement shall be an initial three (3) years with a City option to extend an additional three (3) additional one (1) year periods. (City of Plano Tracking #2014-264-X).					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo			NA		



# Memorandum

**Date:** July 21, 2014  
**To:** Diane Palmer-Boeck, Purchasing Manager  
**CC:** Andrea Cockrell, Administrative Services Manager  
**From:** Debbie Speed, Training Coordinator  
**Subject:** Award Memorandum - Dr. Anthony Picchioni

This memorandum is a recommendation to award Dr. Anthony Paul Picchioni, Ph.D., the City contract for professional services and development of city employees. He has been contracted by the City of Plano since May of 2001. The scope of his services includes coaching, professional mentoring and development, facilitation, instructing the 40-hour Conflict Mediation course (certificate program for the State of Texas), requested departmental training, and most importantly serving as Director and facilitator/instructor of the City's succession plan, the Management Preparation Program of Plano (MP3).

If this recommendation is not approved, the City of Plano will be losing a valuable resource that is familiar with the culture of the organization. Various levels of the organization recognize him as a credible source for training and executive guidance. His history with the City of Plano cannot be duplicated by another individual that may hold the same credentials.

The approximate annual amount awarded for this contract is \$77,760.00 for a total of \$233,280.00 for the initial term.

Please review and begin the necessary steps for award of this contract for an initial term of three (3) years with three (3) City optional one (1) year renewals.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		08/11/14			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): <b>Frank Haller x8301</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Heartland Payment Systems, Inc., a Delaware corporation, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15 through 2024-25</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	27,552,362	0	<b>27,552,362</b>
Encumbered/Expended Amount		0	-8,621,400	-8,292,600	<b>-16,914,000</b>
This Item		0	-300,000		<b>-300,000</b>
BALANCE		0	18,630,962	-8,292,600	<b>10,338,362</b>
<b>FUND(s):    ECONOMIC DEVELOPMENT INCENTIVE FUND</b>					
<b>COMMENTS:</b> Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
<b>SUMMARY OF ITEM</b>					
A request from Heartland Payment Systems, Inc., a Delaware corporation, to relocate and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City. Heartland Payment Systems, Inc. agrees to occupy at least 81,675 gross square feet of office space at 5850 Granite Parkway, Suite 1000 and transfer or create at least 375 Job Equivalents by 4/30/15. <a href="http://goo.gl/maps/Sr6k8">http://goo.gl/maps/Sr6k8</a>					
List of Supporting Documents: Resolution Economic Development Incentive Agreement			Other Departments, Boards, Commissions or Agencies		

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

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

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

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

**Section I.** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano 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 August, 2014.

---

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 Heartland Payment Systems, Inc., a Delaware corporation (“Company”), acting by and through their respective authorized officers and representatives.

### **WITNESSETH:**

**WHEREAS**, Company is engaged in the business of credit and debit card, payroll and related processing services and plans to add Four Million Dollars (\$4,000,000) of Real Property improvements and Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000) of Business Personalty property on the Real Property; and

**WHEREAS**, Company agrees to occupy at least 81,675 gross square feet of office space and transfer or create at least 375 Job Equivalents to be located on the Real Property for the term of this Agreement; and

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

**WHEREAS**, the Council finds that the occupancy of at least 81,675 gross square feet of office space and the creation or transfer of at least 375 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

## **Article I Definitions**

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

“Company” shall mean Heartland Payment Systems, Inc., a Delaware corporation.

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

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

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

“Real Property” or “Property” shall mean 5850 Granite Parkway, Suite 1000, Plano, TX 75024.

## **Article II Term**

The term of this Agreement shall begin on the Effective Date and continue until April 30, 2025, unless sooner terminated as provided herein.

## **Article III Obligations of Company**

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to perform the following:

(a) On or before April 30, 2015, occupy at least 81,675 gross square feet of office space on the Real Property throughout the term of the Agreement; and

(b) By April 30, 2015, create or transfer at least 375 Job Equivalents and maintain the Job Equivalents for a minimum of 180 days prior to grant payment and continue to maintain those Job Equivalents on the Real Property throughout the Agreement; and

(c) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

#### **Article IV Economic Development Grant**

4.01 **Grant.** The City agrees to provide the Company a cash grant of Three Hundred Thousand Dollars (\$300,000) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

4.02 **Grant Payment Requirements and Schedule.** Except as otherwise indicated, the Company shall be entitled to the grant award in accordance with the following requirements and schedule:

(a) By April 30, 2015, Company shall occupy not less than 81,675 gross square feet of office space and transfer or create at least 375 Job Equivalents to the Real Property and maintain the Job Equivalents for a minimum of 180 days to be eligible to receive a payment of Three Hundred Thousand Dollars (\$300,000). The payment will not be pro-rated. **Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III, Sections (a) and (b) not earlier than October 31, 2015 and not later than January 31, 2016. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.**

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

(b) Beginning January 31, 2017, Company must submit an annual certification on the form attached hereto as Exhibit "B" not later than January 31st of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. **A failure to file the annual certification by the January 31st deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City's right to a full refund, including damages, as set out in Section 4.03.**

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

#### 4.03 **Refund/Default.**

(a) If the Company fails to meet the required number of Job Equivalents for more than 180 consecutive days after April 30, 2015 as set out in Section 4.02(a) and the loss is

not the result of an Event of Force Majeure, the Company shall forfeit the entire grant. Thereafter, if the Company fails to maintain the required number of Job Equivalents, for which it has received payment, for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to Eight Hundred Dollars (\$800) for each lost Job Equivalent.

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

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

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

## **Article V Termination**

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

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

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

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

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

## **Article VI Retention and Accessibility of Records**

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

- (a) Five (5) years from the end of the Agreement period; or
- (b) The period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5.01 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

## **Article VII Assignment**

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

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

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

## **Article VIII Miscellaneous**

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

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

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

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

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

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

If intended for the Company before relocation:  
Heartland Payment Systems, Inc.  
Attention: Mr. Wayne Rusk  
Director – IT Finance  
6860 Dallas Parkway, Suite 400  
Plano, TX 75024

If intended for the Company after relocation:  
Heartland Payment Systems, Inc.  
Attention: Mr. Wayne Rusk  
Director – IT Finance  
5850 Granite Parkway, Suite 1000  
Plano, TX 75024

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

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

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

8.08 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect,

such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

ATTEST:

HEARTLAND PAYMENT SYSTEMS,  
INC., a Delaware corporation

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

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

**EXHIBIT "A"**

**INITIAL CERTIFICATE OF COMPLIANCE**

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

\_\_\_\_\_ a. I hereby certify that Heartland Payment Systems, Inc. has occupied at least 81,675 gross square feet of office space and transferred or added at least 375 Job Equivalent positions at the Real Property by April 30, 2015, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.

\_\_\_\_\_ b. I hereby certify that Heartland Payment Systems, Inc. has failed to occupy at least 81,675 gross square feet of office space and/or has failed to transfer or add at least 375 Job Equivalent positions at the Real Property by April 30, 2015, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.

ATTEST:

HEARTLAND PAYMENT SYSTEMS,  
INC., a Delaware corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

NOTE:

**This Certification is due not earlier than October 31, 2015 and not later than January 31, 2016.**

This Certificate of Compliance should be mailed to:

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

**EXHIBIT "B"**

**ANNUAL CERTIFICATE OF COMPLIANCE**

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

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

ATTEST:

HEARTLAND PAYMENT SYSTEMS,  
INC., a Delaware corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

NOTE:

**This form is due by January 31 of each year beginning on January 31, 2017, and as long as this Agreement is in effect.**

This Certificate of Compliance should be mailed to:

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



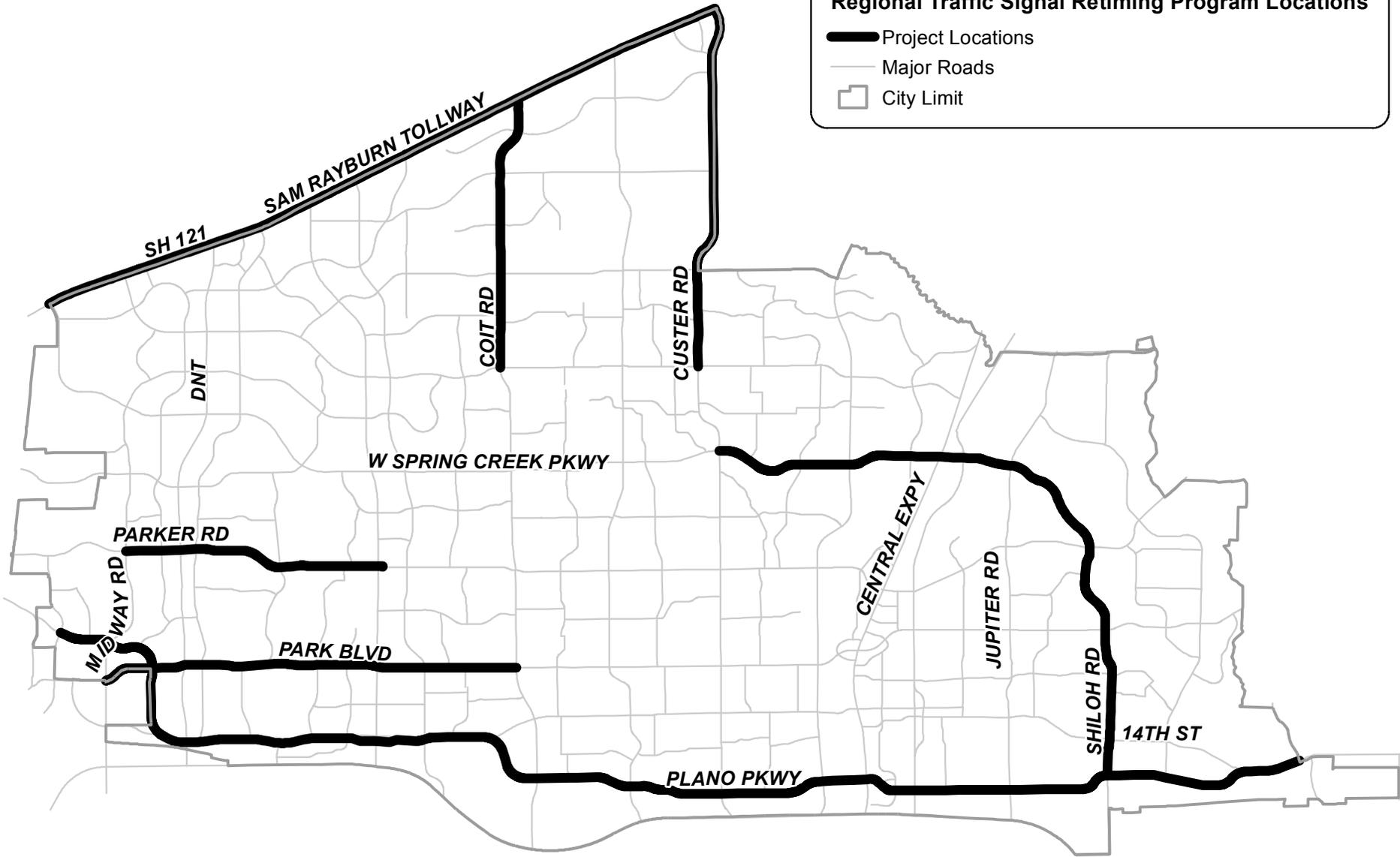
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/11/14		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #): <b>Kathleen Schonne X-7198</b>				
<b>CAPTION</b>				
A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano and the North Central Texas Council of Governments for Traffic Signal Retiming; authorizing its execution by the City Manager or his authorized designee, to execute any documents deemed necessary; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	448,320
BALANCE		0	0	448,320
<b>FUND(S):     STREET IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> This item, in the amount of \$488,320, allows the City of Plano to enter into an Interlocal Agreement with the North Central Texas Council of Governments (NCTCOG) for a Regional Traffic Signal Retiming project. If this request is approved, the City's commitment will be \$60,480 towards the project and NCTCOG will reimburse the City \$488,320 of the project cost for traffic signal retiming.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining outside funding for traffic signal retiming relates to the City's Goals of Partnering for the Community Benefit and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
The North Central Texas Council of Governments (NCTCOG) recently approved funding for implementation of a Regional Traffic Signal Retiming Program. The Plano project, including several corridors containing 109 traffic signals, was one of the selected projects. The total project cost of \$610,400 will be funded 80% by NCTCOG (\$488,320), and 20% by TxDOT and the City of Plano (\$122,080). Plano's portion of the 20% match is \$60,480, and TxDOT's portion of the 20% match is \$61,600. The traffic signals are along the following corridors: SH 121, Plano Parkway, Spring Creek Parkway, Shiloh Road, Coit Road, Custer Road, Park Boulevard, and Parker Road. Funding is available in the 2014-2015 Street Improvement portion of the Community Investment Program.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution			N/A	
Project Area Map				
Interlocal Agreement				

sharif 7/31/2014 C:\Analysis\Projects\Engineering\CouncilAgendaLocator\Maps\07-25-14\_TrafficSignalRetimingSignals.mxd

**Regional Traffic Signal Retiming Program Locations**

-  Project Locations
-  Major Roads
-  City Limit



NOT TO SCALE



DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of Plano. Any use or reliance on this map by anyone else is at that party's own risk and without liability to the City of Plano, its officials or employees for any discrepancies, errors, or variances which may exist.

# Regional Traffic Signal Retiming Program

Source : City of Plano, GIS Division  
Date : 7/31/2014

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano and the North Central Texas Council of Governments for Traffic Signal Retiming, authorizing its execution by the City Manager or his authorized designee, to execute any documents deemed necessary; and providing an effective date.**

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

**WHEREAS**, the City Council has been presented a proposed Interlocal Agreement by and between the City of Plano, Texas, and the North Central Texas Council of Governments providing terms and conditions for Traffic Signal Retiming, 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 that the City Manager or his authorized designee should be authorized to execute it on behalf of the City of Plano.

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

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

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

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

**DULY PASSED AND APPROVED** the 11<sup>th</sup> day of August 2014.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

# Exhibit "A"

**INTERLOCAL COOPERATION AGREEMENT**  
**Between**  
**THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**  
**and**  
**THE CITY OF PLANO**  
**for**  
**IMPLEMENTATION OF THE REGIONAL TRAFFIC SIGNAL RETIMING PROGRAM**

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be a forum for cooperative decisions on transportation; and,

WHEREAS, the RTC is committed to the development and implementation of policies, projects, and programs to improve air quality and reduce emissions; and,

WHEREAS, in December 2008 and April 2012, the RTC approved funding for implementation of Regional Traffic Signal Retiming Program in the Dallas-Fort Worth Metropolitan Area for the implementation of low-cost operational improvements at signalized intersections; and,

WHEREAS, the North Central Texas Council of Governments selected corridor(s) in the City of Plano as part of the Regional Traffic Signal Retiming Program; and,

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code provides authority for the North Central Texas Council of Governments, and the City of Plano to enter into this agreement for the provision of governmental functions and services of mutual interest.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

## 1. Parties

- 1.1 This Interlocal Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG", and the City of Plano, hereinafter referred to as the "City". NCTCOG and the City may each be referred to as a "Party", and may be collectively referred to as "Parties" to this Agreement.
- 1.2 NCTCOG shall serve as the Contract Manager and Procurement Administrator for the Project.

## 2. Purpose

- 2.1 This Agreement defines the terms and conditions for the disbursement of Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds and associated state and local matching funds for the implementation of traffic flow improvements.
- 2.2 Improvements under this Agreement, implemented through the Regional Traffic Signal Retiming Project as authorized by the Regional Transportation Council, shall be employed at signalized intersections in the City.
- 2.3 Improvements shall be made to locations identified in Attachment A under this Agreement.

## 3. Duties

- 3.1 NCTCOG shall be responsible for project monitoring; Geographical Information Systems (GIS) database integration; and air quality benefit calculations and documentation.
- 3.2 NCTCOG's engineering consultant(s) will provide signal-timing improvements at the intersection locations identified in Attachment A.
- 3.3 The consultant(s) will be responsible for the following: field data collection; development, implementation, and fine-tuning of new coordinated signal timing plans; and any and all required documentation of "Before" and "After" conditions.
- 3.4 The City will work with NCTCOG's engineering consultant(s) to identify relevant signal timing elements/requirements at and related to the project intersections; review the developed new signal timing plan(s); approve all timing plans prior to implementation; and assist with fine tuning.

## 4. Funding

- 4.1 Attachment A includes a project cost estimate summary.
- 4.2 The total project cost estimate for this Agreement includes estimated consultant and NCTCOG Staff expenses, as well as, a portion of TXDOT direct state costs to perform duties specified in Sections 3.1, 3.2 and 3.3.
- 4.3 The total project cost estimate for this Agreement is identified in Attachment A. CMAQ programs will fund 80 percent of the project cost.
- 4.4 The City shall provide the 20 percent local match required for the off-system locations identified in Attachment A. The City shall provide a check payable to the North Central Texas Council of Governments in the amount identified in Attachment A.
- 4.5 The City shall remit additional local match payments to NCTCOG in the event that the actual cost of implementation of the Regional Traffic Signal Retiming Project is greater than the estimated cost identified in this Agreement.

- 4.6 Any excess local match funds for off-system locations shall be reimbursed by NCTCOG to the City.
- 4.7 Under a separate agreement between TxDOT and NCTCOG, TxDOT will provide the 20 percent local match required for the intersections located on the state highway system identified in Attachment A.

#### 5. Term

- 5.1 This Agreement shall take effect on the date executed by the Parties and shall remain in effect until it is terminated.
- 5.2 Either Party may terminate this Agreement by giving 30 days written notice to the other Party. The Parties may terminate this Agreement by mutual written concurrence.
- 5.3 This Agreement shall automatically terminate upon completion of the project.

#### 6. Modification, Waiver and Severability

- 6.1 This Agreement and any exhibits, which may be attached, constitute the entire agreement among the Parties. No waiver or modification of this Agreement shall be valid unless in writing and signed by both Parties. Failure of the Parties to enforce or insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms and conditions.
- 6.2 In the event that any one or more of the provisions of 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 any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 6.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS HEREOF, the parties have executed this Agreement in duplicate originals on the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**CITY OF PLANO**

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
R. Michael Eastland  
Executive Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

REGIONAL TRAFFIC SIGNAL RETIMING PROGRAM  
 CITY OF PLANO  
 INTERSECTIONS AND LOCAL MATCH

Priority	Main Street	Cross Street	City	O & M Agency	On / Off TxDOT System	
	Name	Name			On-System	Off-System
<b>1</b>	<b>SH 121</b>					
	SH 121 WB	Spring Creek Prkwy	Plano	Plano	1	0
	SH 121 EB	Spring Creek Prkwy	Plano	Plano	1	0
	SH 121 WB	Legacy Dr	Plano	Plano	1	0
	SH 121 EB	Legacy Dr	Plano	Plano	1	0
	SH 121 WB	DNT SB	Plano	Plano	1	0
	SH 121 WB	DNT NB	Plano	Plano	1	0
	SH 121 EB	DNT SB	Plano	Plano	1	0
	SH 121 EB	DNT NB	Plano	Plano	1	0
	SH 121 WB	Parkwood Blvd	Plano	Plano	1	0
	SH 121 EB	Parkwood Blvd	Plano	Plano	1	0
	SH 121 WB	Preston Rd SB	Plano	Plano	1	0
	SH 121 WB	Preston Rd NB	Plano	Plano	1	0
	SH 121 EB	Preston Rd SB	Plano	Plano	1	0
	SH 121 EB	Preston Rd NB	Plano	Plano	1	0
	SH 121 WB	Ohio Dr	Plano	Plano	1	0
	SH 121 EB	Ohio Dr	Plano	Plano	1	0
	SH 121 WB	Razor Blvd	Plano	Plano	1	0
	SH 121 EB	Razor Blvd	Plano	Plano	1	0
	SH 121 WB	Coit Rd	Plano	Plano	1	0
	SH 121 EB	Coit Rd	Plano	Plano	1	0
	SH 121 WB	Independence Pkwy	Plano	Plano	1	0
	SH 121 EB	Independence Pkwy	Plano	Plano	1	0
	SH 121 WB	Custer Rd	Plano	Plano	1	0
	SH 121 EB	Custer Rd	Plano	Plano	1	0
					<b>24</b>	<b>0</b>
<b>2</b>	<b>Plano Parkway</b>					
	Plano Parkway	Dublin Road	Plano	Plano	0	1
	Plano Parkway	14th St	Plano	Plano	0	1
	Plano Parkway	Los Rios Blvd	Plano	Plano	0	1
	Plano Parkway	Shiloh Road	Plano	Plano	0	1
	Plano Parkway	Jupiter Road	Plano	Plano	0	1
	Plano Parkway	K Avenue	Plano	Plano	1	0
	Plano Parkway	US-75 SB	Plano	Plano	1	0
	Plano Parkway	US-75 NB	Plano	Plano	1	0
	Plano Parkway	Accent	Plano	Plano	0	1
	Plano Parkway	Alma Drive	Plano	Plano	0	1
	Plano Parkway	Custer Road	Plano	Plano	1	0
	Plano Parkway	Independence Prkwy	Plano	Plano	0	1
	Plano Parkway	Digital Drive	Plano	Plano	0	1
	Plano Parkway	Coit Road	Plano	Plano	0	1
	Plano Parkway	Commerce Drive	Plano	Plano	0	1
	Plano Parkway	Fulgram Drive	Plano	Plano	0	1
	Plano Parkway	Ohio Drive	Plano	Plano	0	1
	Plano Parkway	Allied Drive	Plano	Plano	0	1
	Plano Parkway	Preston Road EB	Plano	Plano	1	0
	Plano Parkway	Preston Road WB	Plano	Plano	1	0
	Plano Parkway	Ventura Drive	Plano	Plano	0	1
	Plano Parkway	Winding Hollow Road	Plano	Plano	0	1
	Plano Parkway	Mira Vista Road	Plano	Plano	0	1
	Plano Parkway	Parkwood Road	Plano	Plano	0	1
	Plano Parkway	DNT SB	Plano	Plano	0	1
	Plano Parkway	DNT NB	Plano	Plano	0	1
	Plano Parkway	Park Blvd	Plano	Plano	1	0
	Plano Parkway	Chapel Hill Road	Plano	Plano	0	1
	Plano Parkway	Midway Road	Plano	Plano	0	1
	Plano Parkway	Marsh Lane	Plano	Plano	0	1
					<b>7</b>	<b>23</b>

REGIONAL TRAFFIC SIGNAL RETIMING PROGRAM  
CITY OF PLANO  
INTERSECTIONS AND LOCAL MATCH

<b>3</b>	<b>Spring Creek Pkwy</b>					
	Spring Creek Pkwy WB	Custer Road	Plano	Plano	1	0
	Spring Creek Pkwy EB	Custer Road	Plano	Plano	0	1
	Spring Creek Pkwy	Blue Ridge Tr	Plano	Plano	0	1
	Spring Creek Pkwy	Ranier Rd	Plano	Plano	0	1
	Spring Creek Pkwy	Alma Dr	Plano	Plano	0	1
	Spring Creek Pkwy	Premier Dr	Plano	Plano	0	1
	Spring Creek Pkwy	US-75 SB	Plano	Plano	1	0
	Spring Creek Pkwy	US-75 NB	Plano	Plano	1	0
	Spring Creek Pkwy	K Ave	Plano	Plano	0	1
	Spring Creek Pkwy	Jupiter Rd	Plano	Plano	0	1
	Spring Creek Pkwy	Parker Rd	Plano	Plano	1	0
	Shiloh Road	Park Blvd	Plano	Plano	1	0
	Shiloh Road	14th St	Plano	Plano	1	0
	Shiloh Road	Plano Pkwy	Plano	Plano	0	1
					<b>6</b>	<b>8</b>
<b>4</b>	<b>Coit Rd</b>					
	Coit Rd	Legacy Dr	Plano	Plano	0	1
	Coit Rd	Hearst Castle Wy	Plano	Plano	0	1
	Coit Rd	Hedgcoxe Rd	Plano	Plano	0	1
	Coit Rd	Stonehaven	Plano	Plano	0	1
	Coit Rd	McDermott Rd	Plano	Plano	0	1
	Coit Rd	Ridgeview	Plano	Plano	0	1
	Coit Rd	SH-121 SB	Plano	Plano	0	1
	Coit Rd	SH-121 NB	Plano	Plano	0	1
					<b>0</b>	<b>8</b>
<b>5</b>	<b>Custer Road</b>					
	Custer Road	Legacy Dr	Plano	Plano	1	0
	Custer Road	USA Dr	Plano	Plano	1	0
	Custer Road	Hedgcoxe Dr	Plano	Plano	1	0
	Custer Road	Scenic Dr	Plano	Plano	1	0
	Custer Road	McDermott Rd	Plano	Plano	1	0
	Custer Road	Ridgeview	Plano	Plano	1	0
	Custer Road	SH-121 SB	Plano	Plano	1	0
	Custer Road	SH-121 NB	Plano	Plano	1	0
					<b>8</b>	<b>0</b>
<b>6</b>	<b>Park Blvd</b>					
	Park Blvd	Midway Road	Plano	Plano	0	1
	Park Blvd	Plano Prkwy	Plano	Plano	0	1
	Park Blvd	Mall Road A	Plano	Plano	0	1
	Park Blvd	Mall Road B	Plano	Plano	0	1
	Park Blvd	DNT NB	Plano	Plano	0	1
	Park Blvd	DNT SB	Plano	Plano	0	1
	Park Blvd	Parkwood Blvd	Plano	Plano	0	1
	Park Blvd	Mira Vista Drive	Plano	Plano	0	1
	Park Blvd	Willow Bend Drive	Plano	Plano	0	1
	Park Blvd	Winding Hollow Lane	Plano	Plano	0	1
	Park Blvd	Ventura Drive	Plano	Plano	0	1
	Park Blvd	Prestwick Road	Plano	Plano	0	1
	Park Blvd	Preston Road	Plano	Plano	1	0
	Park Blvd	Mall Road	Plano	Plano	0	1
	Park Blvd	Ohio Drive	Plano	Plano	0	1
	Park Blvd	Coit Road	Plano	Plano	0	1
					<b>1</b>	<b>15</b>
<b>7</b>	<b>Parker Road</b>					
	Parker Road	Midway Road	Plano	Plano	1	0
	Parker Road	Communications Prkwy	Plano	Plano	1	0
	Parker Road	DNT SB	Plano	Plano	1	0
	Parker Road	DNT NB	Plano	Plano	1	0
	Parker Road	Parkwood Blvd	Plano	Plano	1	0
	Parker Road	Clark Pkwy	Plano	Plano	1	0
	Parker Road	Willow Bend Dr	Plano	Plano	1	0
	Parker Road	Silver Creek	Plano	Plano	1	0
	Parker Road	Preston Road	Plano	Plano	1	0
					<b>9</b>	<b>0</b>

Agreement with NCTCOG - Consultant Retiming		
	Retiming	
	On-System	Off-System
Locations Requiring Signal Retim	55	54
Total Cost	\$308,000	\$302,400
Local Match	\$61,600	



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		August 11, 2014		
Department:		Office of Policy and Government Relations		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): <b>Nancy Rodriguez X7510</b>				
<b>CAPTION</b>				
<b>A Resolution of the City Council of the City of Plano, Texas, authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and providing an effective date.</b>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	179,183	0	<b>179,183</b>
Encumbered/Expended Amount		-143,144	0	<b>-143,144</b>
This Item	0	-13,603	0	<b>-13,603</b>
BALANCE	0	22,436	0	<b>22,436</b>
<b>FUND(S):     GENERAL FUND</b>				
<b>COMMENTS:</b> Funding for this item is included in the approved FY 2013-14 Non-Departmental budget. This item authorizes the continuation of the City's membership on the Atmos Cities Steering Committee (ACSC) and the payment of the City's annual assessment for continued membership. <b>STRATEGIC PLAN GOAL:</b> Continued membership on the ACSC allows the City of Plano to continue working with a coalition of North Texas municipalities to ensure natural gas rates are fair and relates to the City's goals of Partnering for Community Benefit and Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
This Resolution authorizes the City of Plano to renew its membership in Atmos Cities Steering Committee.				
List of Supporting Documents: Memo, Resolution			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** August 11, 2014  
**To:** City Council  
**Thru:** Bruce Glasscock, City Manager  
**From:** Mark Israelson, Assistant City Manager  
**Subject:** Resolution to Renew Membership in Atmos Cities Steering Committee

## **Purpose of the Resolution:**

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee ("ACSC") is composed of municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division regardless of whether original jurisdiction has been retained. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years' experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 168 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and, therefore, expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

## **The ACSC Membership Assessment Supports Important Activities:**

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

## **Explanation of Resolution Paragraphs:**

- I. This paragraph authorizes the continuation of the City's membership in ACSC.
- II. This paragraph authorizes payment of the City's assessment to the ACSC in the amount of five cents (\$0.05) per capita.
- III. This paragraph requires notification that the City has adopted the Resolution.

**Payment of Assessment**

The assessment payment check should be made out to "*Atmos Cities Steering Committee*" and mailed to Jay Doegey, Co-Chair, Atmos Cities Steering Committee, c/o Arlington City Attorney's Office, Mail Stop 63-0300, P.O. Box 90231, Arlington, Texas 76004-3231.

**A Resolution of the City Council of the City of Plano, Texas, authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and providing an effective date.**

**WHEREAS**, the City of Plano is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

**WHEREAS**, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

**WHEREAS**, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

**WHEREAS**, the City is a member of ACSC; and

**WHEREAS**, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs;

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

**Section I.** That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Plano and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

**Section II.** The City is further authorized to pay its 2014 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

**Section III.** A copy of this Resolution and approved assessment fee payable to "Atmos Cities Steering Committee" shall be sent to:

Jay Doegey  
Co-Chair, Atmos Cities Steering Committee  
c/o Arlington City Attorney's Office, Mail Stop 63-0300  
P.O. Box 90231  
Arlington, Texas 76004-3231

**Section IV.** This Resolution shall become effective immediately.

**DULY PASSED AND APPROVED** this the 11th day of August, 2014.

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

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

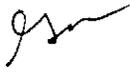
APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		08/11/2014			
Department:		Police			
Department Head		Gregory W. Rushin			
Agenda Coordinator (include phone #): <b>Pam Haines, ext 2538</b>					
<b>CAPTION</b>					
<p>A Resolution of the City Council of the City of Plano, Texas, authorizing the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.</p>					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0	0
Encumbered/Expended Amount	0	0	0	0	0
This Item	0	0	245,749	245,749	<b>245,749</b>
BALANCE	0	0	245,749	245,749	<b>245,749</b>
<b>FUND(S): GENERAL FUND (EXPENDITURES), GRANT FUND (REVENUE), &amp; TRAFFIC SAFETY FUND (EXPENDITURES)</b>					
<p><b>COMMENTS:</b> The grant contract, if approved, provides a 60% STEP ITC Grant reimbursement, in the estimated annual amount of \$245,749 from TxDOT to reimburse police officer overtime expenditures, benefits, operating expenditures, and travel expenses related to enforcing traffic intersection laws during FY 2014-15. The required City "match" of 2014-15 expenditures, at 40%, totals approximately \$99,029. Of this amount, \$4,620 will be included within the adopted 2014-15 Police Department Budget, and \$94,409 is available within the Traffic Safety Fund.</p> <p><b>STRATEGIC PLAN GOAL:</b> Participation in the ITC grant program relates to the City's Goal of Safe, Large City and Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>Through this grant agreement with the State of Texas, by and through the Texas Department of Transportation, the City will be reimbursed sixty percent (60%) of the overtime pay for police officers to enforce traffic laws at intersections regulated by a signal light beginning on October 1, 2014 and ending on September 30, 2015.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution, Memo and Exhibit "A"					

**Date:** July 30, 2014  
**To:** LaShon Ross, Deputy City Manager  
**From:** Gregory W. Rushin, Chief of Police   
**Subject:** Matching Funds for FY 2014/15 TxDOT Traffic Safety Grant

In 2002, we applied to the Texas Department of Transportation (TxDOT) for grant funds to place additional enforcement at several problem intersections where red light crashes were resulting in injuries and deaths.

We are requesting approval to accept the FY 14/15 grant of \$245,749 for traffic enforcement, \$99,029 of which will be the required City match (\$146,720 in federal funds and \$99,029 in local funds). This grant is a 60/40 matching grant.

We are requesting the match in hard dollars for salaries and benefits in the amount of \$94,409 be funded from the Traffic Safety Fund. The vehicle mileage match in the amount of \$4,620.00 is adequately funded in the Police-532 basic budget for FY 14/15.

The grant will fund added speed and intersection enforcement at documented high crash locations throughout the City.

Traffic safety is one of our four Performance Measures. If funding is not approved, the Police Department's traffic enforcement activities will be adversely impacted and the state's matching funds will be forfeited.

GWR/ph

**A Resolution of the City Council of the City of Plano, Texas, authorizing the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.**

**WHEREAS**, the City of Plano has applied for and been awarded a grant through the State of Texas and the Texas Highway Traffic Safety Program that provides funding for Intersection Traffic Control (ITC) projects as part of a Selective Traffic Enforcement Program (STEP), the purpose of which is to reduce fatalities, injuries, and crashes at intersections in Plano where there is a history of high frequency crashes and where traffic is regulated by a traffic signal light; and

**WHEREAS**, the City Council of the City of Plano has been presented a proposed Grant Agreement by and between the City of Plano and the State of Texas, acting by and through the Texas Department of Transportation, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Grant Agreement"); and

**WHEREAS**, upon full consideration of all matters attendant and related thereto, the City Council of the City of Plano is of the opinion that participation in and receipt of funding through the Texas Highway Traffic Safety Program, PIN 17560006409000, for the purpose of conducting an Intersection Traffic Control (ITC) project is in the best interest of the City and its citizens, and that the City Manager or his authorized designee should be authorized to execute the Grant Agreement and any other documents necessary for such participation in and receipt of funding through the Texas Highway Traffic Safety Program.

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

**Section I.** Participation in and receipt of funding through the Texas Highway Traffic Safety Program by the City of Plano and the terms and conditions of the Grant Agreement, having been reviewed by the City Council and found to be acceptable and in the best interest of the City of Plano, is hereby in all things approved.

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

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

**DULY PASSED AND APPROVED** this the 11th day of August, 2014.

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

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

# **Texas Traffic Safety eGrants**

## **Fiscal Year 2015**

**Organization Name:** City of Plano - Police Department

**Legal Name:** City of Plano

**Payee Identification Number:** 17560006409000

**Project Title:** STEP- 2015 Comprehensive

**ID:** 2015-PlanoPD-S-1YG-0055

**Period:** 10/01/2014 to 09/30/2015

## TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Plano** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2015.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Number: **585EG082**

CFDA Number: **20.6**

CFDA Title: **State and Community Highway Safety Grant Program**

Funding Source: Section **402**

DUNS: **074853573**

Project Title: **STEP- 2015 Comprehensive**

This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2014** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2015** unless terminated or otherwise modified.

Total Awarded: **\$245,748.52**

Amount Eligible for Reimbursement by the Department: **\$146,719.80**

Match Amount provided by the Subgrantee: **\$99,028.72**

**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

**THE SUBGRANTEE**

**THE STATE OF TEXAS**

**City of Plano**

[Legal Name of Agency]

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

By:

\_\_\_\_\_  
[Authorized Signature]

By:

\_\_\_\_\_  
[District Engineer Texas Department of  
Transportation]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Title]

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

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

Under the authority of Ordinance or  
Resolution Number (for local government)  
(If Applicable)

\_\_\_\_\_  
[Resolution Number]

By:

\_\_\_\_\_  
Director, Traffic Operations Division Texas  
Department of Transportation (Not required for  
local project grants under \$100,000.00)

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

**Texas Traffic Safety Program**

**GRANT AGREEMENT GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. COMPLIANCE WITH LAWS**

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

**ARTICLE 2. STANDARD ASSURANCES**

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR Part 18; 49 CFR Part 19 (OMB [Office of Management and Budget] Circular A-110); 2 CFR Part 225 (OMB Circular A-87); OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

### ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
  2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (*eGrants*), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
  3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
  4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
  5. For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by one of the following

cost principles, as appropriate, outlined in:

1. 2 CFR Part 220 (OMB Circular A-21), Cost Principles for Educational Institutions;
  2. 2 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
  3. 2 CFR Part 230 (OMB Circular A-122), Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through *eGrants*.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

#### **ARTICLE 4. LIMITATION OF LIABILITY**

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

#### **ARTICLE 5. AMENDMENTS**

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in *eGrants*. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

#### **ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK**

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through *eGrants*. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

#### **ARTICLE 7. REPORTING AND MONITORING**

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through *eGrants*. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager. For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through *eGrants*, of events that will have a significant impact upon this agreement, including:
  - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
  - 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.
- D. The Subgrantee shall submit the Final Performance Report through *eGrants* within thirty (30) days after completion of the grant.

#### **ARTICLE 8. RECORDS**

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

#### **ARTICLE 9. INDEMNIFICATION**

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **ARTICLE 10. DISPUTES AND REMEDIES**

This agreement supercedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

#### **ARTICLE 11. TERMINATION**

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
  2. There is a written thirty (30) day notice by either party; or
  3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

#### **ARTICLE 12. INSPECTION OF WORK**

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

#### **ARTICLE 13. AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **ARTICLE 14. SUBCONTRACTS**

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

#### **ARTICLE 15. GRATUITIES**

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

#### **ARTICLE 16. NONCOLLUSION**

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

#### **ARTICLE 17. CONFLICT OF INTEREST**

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

#### **ARTICLE 18. SUBGRANTEE'S RESOURCES**

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.
- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

#### **ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT**

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's

procurement and property management standards and (2) the federal procurement and property management standards provided by:

- A. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- B. 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

#### **ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

#### **ARTICLE 21. SUCCESSORS AND ASSIGNS**

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through *eGrants*.

#### **ARTICLE 22. CIVIL RIGHTS COMPLIANCE**

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of

this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

#### **ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address  
[http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).

- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

#### **ARTICLE 24. DEBARMENT AND SUSPENSION**

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
  4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

#### **ARTICLE 25. LOBBYING CERTIFICATION**

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **ARTICLE 26. CHILD SUPPORT CERTIFICATION**

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement

or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

#### **ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS**

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
  - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

#### **ARTICLE 28. SINGLE AUDIT REPORT**

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of \$500,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or or via e-mail to [SingleAudits@txdot.gov](mailto:SingleAudits@txdot.gov)

C. If expenditures are less than \$500,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or or via e-mail to [SingleAudits@txdot.gov](mailto:SingleAudits@txdot.gov) as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."

- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

#### **ARTICLE 29. BUY AMERICA ACT**

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

#### **ARTICLE 30. RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION**

[This article applies only to non-profit entities]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

### RESPONSIBILITIES OF THE SUBGRANTEE

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
  - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
  - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage),

hours worked, type of citation issued or arrest made, officer and supervisor signatures.

- K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.
- L. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- M. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- N. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- O. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.
- P. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
- Q. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.
- R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
- S. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
- T. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at [www.buckleuptexas.com](http://www.buckleuptexas.com).

### RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
  - 1. review of periodic reports
  - 2. physical inspection of project records and supporting documentation
  - 3. telephone conversations
  - 4. e-mails and letters
  - 5. quarterly review meetings
  - 6. eGrants
  
- B. Provide program management and technical assistance.
  
- C. Attend appropriate meetings.
  
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
  
- E. Perform an administrative review of the project at the close of the grant period to:
  - 1. Ascertain whether or not the project objectives were met
  - 2. Review project accomplishments (performance measures completed, targets achieved)
  - 3. Document any progress towards self-sufficiency
  - 4. Account for any approved Program Income earned and expended
  - 5. Identify exemplary performance or best practices

**PROGRAM ELEMENT SELECTION**

**YEAR LONG**

DWI	DWI: Driving While Intoxicated
X Speed	Speed: Speed Enforcement
OP	OP: Occupant Protection (Safety Belt and Child Safety Seat)
X ITC	ITC: Intersection Traffic Control
DD	DD: Distracted Driving

**WAVE**

DWI	Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)
Speed	Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)
OP	Jurisdiction wide
DD	Jurisdiction wide

**CMV**

Speed,OP&HVMV	CMV: Commercial Motor Vehicle; HVMV: Hazardous Moving Violations
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**GOALS AND STRATEGIES**

**Goal:** To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.

**Strategies:** Increase and sustain high visibility enforcement of traffic safety-related laws.  
Increase public education and information campaigns regarding enforcement activities.

**Goal:** To reduce the number of speed-related crashes, injuries, and fatalities.

**Strategy:** Increase and sustain high visibility enforcement of speed-related laws.

**Goal:** To reduce intersection-related motor vehicle crashes, injuries, and fatalities.

**Strategy:** Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.

I agree to the above goals and strategies.



**LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE**

<b>Objective/Performance Measure</b>	<b>Target Number</b>
<b>1. Number and type citations/arrests to be issued under STEP</b>	
a. Increase speed citations by	5740
b. Increase ITC citations by	1100
<b>2. Proposed total number of traffic related crashes</b>	
a. Reduce the number of speed-related crashes to	900
b. Reduce the number of ITC-related crashes to	1000
<b>3. Increase speed compliance</b>	
a. Increase the speed compliance rate to	34%
<b>4. Number of Enforcement Hours</b>	2650

**Step Indicator** **3.00**

**Note:** Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

**PI&E OBJECTIVE/PERFORMANCE MEASURE**

<b>Objectives/Performance Measure</b>	<b>Target Number</b>
<b>Support Grant efforts with a public information and education (PI&amp;E) program</b>	
a. Conduct presentations	12
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	5
c. Conduct community events (e.g. health fairs, booths)	3
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	2000

**OPERATIONAL PLAN**

Page Title: ITC 1

<b><u>Site Number</u></b>	<b><u>Type (Speed, OP, ITC)</u></b>	<b><u>Site Description (include Miles Per Hour)</u></b>	<b><u>Survey Results (Compliance Percentage)</u></b>	<b><u>Enforcement Period (Days &amp; Times)</u></b>
1. 4	ITC	W. Parker Rd @ Dallas Pkwy	%	0600-0000/ 7 days a week
2. 7	ITC	Legacy Dr @ Dallas Pkwy	%	0600-0000/ 7 days a week
3. 8	ITC	W. Plano Pkwy @ Preston Rd	%	0600-0000/ 7 days a week
4. 12	ITC	Legacy Dr @ SH 121 SR	%	0600-0000/ 7 days a week
5. 25	ITC	Coit Rd @ George Bush HWY	%	0600-0000/ 7 days a week
6. 26	ITC	Preston Rd @ SH 121 SR	%	0600-0000/ 7 days a week
7. 34	ITC	W. Spring Creek Pky @ NB and SB Central Expressway	%	0600-0000/ 7 days a week

**OPERATIONAL PLAN**

Page Title: ITC 2

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days &amp; Times)</u>
1. 40	ITC	Plano Pkwy @ NB and SB Central Expressway SR	%	0600-0000/ 7 days a week
2. 44	ITC	Independence Pkwy @ SH. 121 SR	%	0600-0000/ 7 days a week
3. 61	ITC	Coit Rd @ SH 121 SR	%	0600-0000/ 7 days a week
4.			%	
5.			%	
6.			%	
7.			%	

**OPERATIONAL PLAN**

Page Title: Speed 1

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days &amp; Times)</u>
1. 50	Speed	100-7999 Legacy Dr (approx 10miles) 40mph	25.33%	0600-0000/ 7 days a week
2. 52	Speed	100-7000 Plano Pky (approx 9.7 miles) 45mph	35.00%	0600-0000/ 7 days a week
3. 55	Speed	600-7000 Central Expy NB (approx. 4.8 miles) 45 mph	30.00%	0600-0000/ 7 days a week
4. 59	Speed	Spring Creek Pkwy (E to W City Limits) 12.30 miles 45mph	32.67%	0600-0000/ 7 days a week
5. 60	Speed	Parker Rd (E to W City Limits) approx. 12miles and 40/35mph zones	16.67%	0600-0000/ 7 days a week
6. 65	Speed	Park Blvd (E to W City Limits) approx. 12 miles and 40mph/30mph zones	21.34%	0600-0000/ 7 days a week
7. 66	Speed	Ohio Dr (N to S. City Limits) approx. 6.7miles and 35mph zone	38.67%	0600-0000/ 7 days a week

**OPERATIONAL PLAN**

Page Title: Speed 2

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days &amp; Times)</u>
1. 67	Speed	Jupiter Rd (N to S City Limits) approx. 6.8 miles 35mph	30.67%	0600-0000/ 7 days a week
2. 68	Speed	400-6999 Custer Rd (N to S City Limits) approx. 6.8miles	41.33%	0600-0000/ 7 days a week
3. 74	Speed	1100-3900 blk 14th street approx. 2.8miles and 35/40mph zones	32.34%	0600-0000/ 7 days a week
4.			%	
5.			%	
6.			%	
7.			%	

**BUDGET SUMMARY**

Budget Category		TxDOT	Match	Total
<b>Category I - Labor Costs</b>				
(100)	Salaries:	\$139,789.80	\$21,715.28	\$161,505.08
(200)	Fringe Benefits:	\$0	\$32,317.17	\$32,317.17
	<b>Sub-Total:</b>	\$139,789.80	\$54,032.45	\$193,822.25
<b>Category II - Other Direct Costs</b>				
(300)	Travel:	\$6,930.00	\$4,620.00	\$11,550.00
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	<b>Sub-Total:</b>	\$6,930.00	\$4,620.00	\$11,550.00
<b>Total Direct Costs:</b>		\$146,719.80	\$58,652.45	\$205,372.25
<b>Category III - Indirect Costs</b>				
(800)	Indirect Cost Rate:	\$0	\$40,376.27	\$40,376.27
<b>Summary</b>				
	<b>Total Labor Costs:</b>	\$139,789.80	\$54,032.45	\$193,822.25
	<b>Total Direct Costs:</b>	\$6,930.00	\$4,620.00	\$11,550.00
	<b>Total Indirect Costs:</b>	\$0	\$40,376.27	\$40,376.27
<b>Grand Total</b>		\$146,719.80	\$99,028.72	\$245,748.52
	<b>Fund Sources (Percent Share):</b>	59.70%	40.30%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		8/11/14			
Department:		Budget & Research			
Department Head		Karen Rhodes-Whitley			
Agenda Coordinator (include phone #): <b>Anita Bell, 7194</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, accepting the Certified Appraisal Rolls for Fiscal Year 2014-15 for Collin County and Denton County, and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	140,877,479	<b>140,877,479</b>
BALANCE		0	0	140,877,479	<b>140,877,479</b>
<b>FUND(S):    GENERAL FUND, GENERAL OBLIGATION DEBT FUND, &amp; TIF</b>					
<p><b>COMMENTS:</b> The 2014-15 Certified Appraisal Roll will generate revenues of approximately \$140,877,479, at the proposed rate of 48.86 cents per \$100 of assessed property value. This amount has been included in the 2014-15 Recommended Budget.</p> <p><b>STRATEGIC PLAN GOAL:</b> Accepting the Certified Appraisal Roll relates to the City's goal of Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
2014-15 Certified Appraisal Rolls for Collin County and Denton County.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Collin County Certification Collin County Central Appraisal District 2014 Certified Totals Denton County Certification Denton County Appraisal District 2014 Certified Totals					

**A Resolution of the City Council of the City of Plano, Texas, accepting the Certified Appraisal Rolls for Fiscal Year 2014-15 for Collin County and Denton County; and providing an effective date.**

**WHEREAS**, under V.T.C.A. Tax Code Section 26.04(b), the Tax Assessor for the City is required to submit the Appraisal Roll for the unit showing the total appraised, assessed and taxable values of all property and the total taxable value of the new property to the City Council; and

**WHEREAS**, the certification of the 2014 Appraisal Roll by the Chief Appraiser, Central Appraisal District of Collin County, is attached hereto as Exhibit "A," and

**WHEREAS**, the calculation of the 2014 Collin County certified total value, including the value of new property is attached hereto as Exhibit "B," and

**WHEREAS**, the certification of the 2014 Appraisal Roll by the Chief Appraiser, Central Appraisal District of Denton County, is attached hereto as Exhibit "C," and

**WHEREAS**, the calculation of the 2014 Denton County certified total value, including the value of new property is attached hereto as Exhibit "D," and

**WHEREAS**, upon review of the Certified Appraisal Rolls of Collin County and Denton County and all matters attendant and related thereto, the City Council finds that the Certified Appraisal Rolls of Collin County and Denton County for the Fiscal Year of 2014-15 should be accepted.

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

Section I. The Certified Appraisal Rolls for Collin County and Denton County for the Fiscal Year 2014-15, as submitted by the City Tax Assessors/Collector, are hereby accepted.

Section II.  
passage.

This Resolution shall become effective immediately upon its

**DULY PASSED AND APPROVED THIS 11<sup>TH</sup> DAY OF AUGUST, 2014.**

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Harry LaRosiliere, **MAYOR**

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

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Paige Mims, CITY ATTORNEY



# Collin Central Appraisal District

## PROPERTY TAX CODE, SECTION 26.01(a)

### CERTIFICATION OF 2014 APPRAISAL ROLL

FOR: PLANO CITY

I, Bo Daffin, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the approved Appraisal Records of the Collin Central Appraisal District which lists property taxable by PLANO CITY and constitutes the appraisal roll for PLANO CITY with the amounts listed on the attached totals pages, with the heading "2014 Certified Totals".

Bo Daffin  
Signature of Chief Appraiser

July 23, 2014  
Date

Note: The Collin Central Appraisal District Appraisal Review Board approved the appraisal records on July 18, 2014.

## PROPERTY TAX CODE, SECTION 26.01(c)

### CERTIFICATION OF 2014 PROPERTIES UNDER PROTEST AND NOT INCLUDED IN CERTIFIED ROLL ABOVE

FOR: PLANO CITY

I, Bo Daffin, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the Appraisal Records of the Collin Central Appraisal District which lists property taxable by PLANO CITY but NOT included on the appraisal roll for PLANO CITY, since these properties are currently under Protest. The protested property values are listed on the attached totals pages, with the subheading "Under ARB Review Totals".

If there are no attached pages labeled with the subheading "Under ARB Review Totals" then all protests within PLANO CITY were completed by July 18, 2014 and included in the Certified Roll listed above.

Bo Daffin  
Signature of Chief Appraiser

July 23, 2014  
Date

*\*NOTE: Please be advised that the property values appearing on the 'Under ARB Review Totals' page in your certified totals packet reflect the current 2014 Market and Taxable Values for the properties Under ARB Review without any Section 26.01(c) adjustments. In order to arrive at the taxable value to use for the effective tax rate calculations for your entity, you will need to use the taxable value from the 'ARB Approved Totals' page, along with the 'Total Value Used' that appears in the Lower Value Used section on the Effective Rate Assumption page. The Total Value Used on the Effective Rate Assumption page is the assessed value Under ARB Review that has been calculated in accordance with Property Tax Code, Section 26.01(c). The 'Grand Totals' page is the combined 'ARB Approved Totals' plus the 'Under ARB Review Totals' – which have not been adjusted. (The formula for calculating the total taxable remaining under protest is as follows: Taxable Value from "ARB Approved Totals" plus Total Value Used from the "Effective Rate Assumptions" Lower Value Used section minus Total Exemptions amount from the "Under ARB Review Totals".)*

**2014 CERTIFIED TOTALS**

Property Count: 87,599

CPL - PLANO CITY  
ARB Approved Totals

7/24/2014 9:10:17AM

<b>Land</b>		<b>Value</b>			
Homesite:		4,146,417,377			
Non Homesite:		3,957,437,142			
Ag Market:		566,363,421			
Timber Market:		0	<b>Total Land</b>	(+) 8,670,217,940	
<b>Improvement</b>		<b>Value</b>			
Homesite:		13,203,084,148			
Non Homesite:		9,221,936,785	<b>Total Improvements</b>	(+) 22,425,020,933	
<b>Non Real</b>		<b>Count</b>	<b>Value</b>		
Personal Property:	11,438		3,258,164,738		
Mineral Property:	0		0		
Autos:	0		0		
			<b>Total Non Real</b>	(+) 3,258,164,738	
			<b>Market Value</b>	= 34,353,403,611	
<b>Ag</b>		<b>Non Exempt</b>	<b>Exempt</b>		
Total Productivity Market:	566,363,421		0		
Ag Use:	355,149		0	<b>Productivity Loss</b>	(-) 566,008,272
Timber Use:	0		0	<b>Appraised Value</b>	= 33,787,395,339
Productivity Loss:	566,008,272		0	<b>Homestead Cap</b>	(-) 97,510,860
				<b>Assessed Value</b>	= 33,689,884,479

**2014 CERTIFIED TOTALS**

Property Count: 87,599

CPL - PLANO CITY  
ARB Approved Totals

7/24/2014

9:10:17AM

Exemption	Count	Local	State	Total			
AB	50	351,725,361	0	351,725,361			
CH	2	458,076	0	458,076			
CHODO	1	10,757,067	0	10,757,067			
DP	892	33,921,069	0	33,921,069			
DPS	9	0	0	0			
DV1	295	0	2,710,000	2,710,000			
DV1S	16	0	80,000	80,000			
DV2	147	0	1,381,500	1,381,500			
DV2S	5	0	37,500	37,500			
DV3	81	0	794,000	794,000			
DV3S	3	0	30,000	30,000			
DV4	157	0	750,000	750,000			
DV4S	59	0	594,000	594,000			
DVHS	130	0	26,591,700	26,591,700			
DVHSS	11	0	2,297,385	2,297,385			
EX-XD	7	0	286,447	286,447			
EX-XD (Prorated)	4	0	65,908	65,908			
EX-XI	2	0	1,336,863	1,336,863			
EX-XJ	12	0	77,245,212	77,245,212			
EX-XL	4	0	1,514,231	1,514,231			
EX-XU	4	0	351,140	351,140			
EX-XV	1,684	0	1,692,590,596	1,692,590,596			
EX-XV (Prorated)	8	0	3,539,517	3,539,517			
EX366	366	0	95,291	95,291			
FR	64	276,604,200	0	276,604,200			
HS	53,206	2,805,641,703	0	2,805,641,703			
HT	68	7,734,140	0	7,734,140			
LIH	2	0	6,332,982	6,332,982			
LVE	47	186,423,092	0	186,423,092			
OV65	13,067	515,297,103	0	515,297,103			
OV65S	108	4,280,000	0	4,280,000			
PC	13	749,459	0	749,459			
PPV	23	152,572	0	152,572			
SO	5	98,808	0	98,808			
					<b>Total Exemptions</b>	(-)	6,012,466,922
					<b>Net Taxable</b>	=	27,677,417,557

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	178,440,992	103,653,162	442,471.17	459,874.75	881			
DPS	1,358,341	878,809	2,492.65	3,131.69	8			
OV65	2,861,079,110	1,783,274,633	7,735,918.28	7,852,778.11	12,214			
<b>Total</b>	<b>3,040,878,443</b>	<b>1,887,806,604</b>	<b>8,180,882.10</b>	<b>8,315,784.55</b>	<b>13,103</b>	<b>Freeze Taxable</b>	(-)	1,887,806,604
<b>Tax Rate</b>	<b>0.488600</b>							

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count			
DP	514,624	291,699	286,663	5,036	3			
OV65	7,196,085	4,770,656	4,556,769	213,887	25			
<b>Total</b>	<b>7,710,709</b>	<b>5,062,355</b>	<b>4,843,432</b>	<b>218,923</b>	<b>28</b>	<b>Transfer Adjustment</b>	(-)	218,923
						<b>Freeze Adjusted Taxable</b>	=	25,789,392,030

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
134,187,851.56 = 25,789,392,030 \* (0.488600 / 100) + 8,180,882.10

**2014 CERTIFIED TOTALS**

Property Count: 1,073

CPL - PLANO CITY  
Under ARB Review Totals

7/24/2014

9:10:17AM

Land		Value							
Homesite:		68,733,592							
Non Homesite:		12,349,777							
Ag Market:		15,534,139							
Timber Market:		0		<b>Total Land</b>	(+)		96,617,508		
Improvement		Value							
Homesite:		219,367,149							
Non Homesite:		25,768,308		<b>Total Improvements</b>	(+)		245,135,457		
Non Real		Count	Value						
Personal Property:		67	92,886,119						
Mineral Property:		0	0						
Autos:		0	0	<b>Total Non Real</b>	(+)		92,886,119		
				<b>Market Value</b>	=		434,639,084		
Ag	Non Exempt	Exempt							
Total Productivity Market:	15,534,139	0							
Ag Use:	5,319	0			<b>Productivity Loss</b>	(-)		15,528,820	
Timber Use:	0	0			<b>Appraised Value</b>	=		419,110,264	
Productivity Loss:	15,528,820	0			<b>Homestead Cap</b>	(-)		2,460,487	
					<b>Assessed Value</b>	=		416,649,777	
Exemption	Count	Local	State	Total					
AB	2	1,613,000	0	1,613,000					
DP	7	280,000	0	280,000					
DV1	1	0	12,000	12,000					
DV2	3	0	19,500	19,500					
DV3	3	0	34,000	34,000					
FR	1	813,651	0	813,651					
HS	769	48,550,860	0	48,550,860					
LVE	4	21,239,437	0	21,239,437					
OV65	121	4,753,600	0	4,753,600	<b>Total Exemptions</b>	(-)		77,316,048	
					<b>Net Taxable</b>	=		339,333,729	
Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count				
DP	1,631,030	1,016,805	4,641.45	4,641.45	7				
OV65	28,114,386	18,353,334	81,470.52	82,055.79	103				
<b>Total</b>	<b>29,745,416</b>	<b>19,370,139</b>	<b>86,111.97</b>	<b>86,697.24</b>	<b>110</b>	<b>Freeze Taxable</b>	(-)		19,370,139
<b>Tax Rate</b>	<b>0.488600</b>								
						<b>Freeze Adjusted Taxable</b>	=		319,963,590

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
1,649,454.07 = 319,963,590 \* (0.488600 / 100) + 86,111.97

**2014 CERTIFIED TOTALS**

Property Count: 88,672

CPL - PLANO CITY  
Grand Totals

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<b>Land</b>		<b>Value</b>			
Homesite:		4,215,150,969			
Non Homesite:		3,969,786,919			
Ag Market:		581,897,560			
Timber Market:		0	<b>Total Land</b>	(+) 8,766,835,448	
<b>Improvement</b>		<b>Value</b>			
Homesite:		13,422,451,297			
Non Homesite:		9,247,705,093	<b>Total Improvements</b>	(+) 22,670,156,390	
<b>Non Real</b>		<b>Count</b>	<b>Value</b>		
Personal Property:	11,505		3,351,050,857		
Mineral Property:	0		0		
Autos:	0		0	<b>Total Non Real</b>	(+) 3,351,050,857
				<b>Market Value</b>	= 34,788,042,695
<b>Ag</b>		<b>Non Exempt</b>	<b>Exempt</b>		
Total Productivity Market:	581,897,560		0		
Ag Use:	360,468		0	<b>Productivity Loss</b>	(-) 581,537,092
Timber Use:	0		0	<b>Appraised Value</b>	= 34,206,505,603
Productivity Loss:	581,537,092		0	<b>Homestead Cap</b>	(-) 99,971,347
				<b>Assessed Value</b>	= 34,106,534,256

**2014 CERTIFIED TOTALS**

Property Count: 88,672

CPL - PLANO CITY  
Grand Totals

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Exemption	Count	Local	State	Total		
AB	52	353,338,361	0	353,338,361		
CH	2	458,076	0	458,076		
CHODO	1	10,757,067	0	10,757,067		
DP	899	34,201,069	0	34,201,069		
DPS	9	0	0	0		
DV1	296	0	2,722,000	2,722,000		
DV1S	16	0	80,000	80,000		
DV2	150	0	1,401,000	1,401,000		
DV2S	5	0	37,500	37,500		
DV3	84	0	828,000	828,000		
DV3S	3	0	30,000	30,000		
DV4	157	0	750,000	750,000		
DV4S	59	0	594,000	594,000		
DVHS	130	0	26,591,700	26,591,700		
DVHSS	11	0	2,297,385	2,297,385		
EX-XD	7	0	286,447	286,447		
EX-XD (Prorated)	4	0	65,908	65,908		
EX-XI	2	0	1,336,863	1,336,863		
EX-XJ	12	0	77,245,212	77,245,212		
EX-XL	4	0	1,514,231	1,514,231		
EX-XU	4	0	351,140	351,140		
EX-XV	1,684	0	1,692,590,596	1,692,590,596		
EX-XV (Prorated)	8	0	3,539,517	3,539,517		
EX366	366	0	95,291	95,291		
FR	65	277,417,851	0	277,417,851		
HS	53,975	2,854,192,563	0	2,854,192,563		
HT	68	7,734,140	0	7,734,140		
LIH	2	0	6,332,982	6,332,982		
LVE	51	207,662,529	0	207,662,529		
OV65	13,188	520,050,703	0	520,050,703		
OV65S	108	4,280,000	0	4,280,000		
PC	13	749,459	0	749,459		
PPV	23	152,572	0	152,572		
SO	5	98,808	0	98,808		
<b>Total Exemptions</b>					(-)	6,089,782,970
<b>Net Taxable</b>					=	28,016,751,286

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	180,072,022	104,669,967	447,112.62	464,516.20	888		
DPS	1,358,341	878,809	2,492.65	3,131.69	8		
OV65	2,889,193,496	1,801,627,967	7,817,388.80	7,934,833.90	12,317		
<b>Total</b>	<b>3,070,623,859</b>	<b>1,907,176,743</b>	<b>8,266,994.07</b>	<b>8,402,481.79</b>	<b>13,213</b>	<b>Freeze Taxable</b>	<b>(-) 1,907,176,743</b>
<b>Tax Rate</b>	<b>0.488600</b>						

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
DP	514,624	291,699	286,663	5,036	3		
OV65	7,196,085	4,770,656	4,556,769	213,887	25		
<b>Total</b>	<b>7,710,709</b>	<b>5,062,355</b>	<b>4,843,432</b>	<b>218,923</b>	<b>28</b>	<b>Transfer Adjustment</b>	<b>(-) 218,923</b>
<b>Freeze Adjusted Taxable</b>						=	<b>26,109,355,620</b>

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
135,837,305.63 = 26,109,355,620 \* (0.488600 / 100) + 8,266,994.07

**2014 CERTIFIED TOTALS**

Property Count: 87,599

CPL - PLANO CITY  
ARB Approved Totals

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**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	69,173		\$85,621,201	\$17,174,015,674
B	MULTIFAMILY RESIDENCE	1,068		\$32,680,309	\$2,639,670,522
C1	VACANT LOTS AND LAND TRACTS	633		\$0	\$184,626,272
D1	QUALIFIED OPEN-SPACE LAND	202	2,285.7781	\$0	\$566,363,421
D2	IMPROVEMENTS ON QUALIFIED OPEN SP	19		\$0	\$771,642
E	RURAL LAND, NON QUALIFIED OPEN SPA	166		\$0	\$190,700,719
F1	COMMERCIAL REAL PROPERTY	2,058		\$388,736,966	\$7,399,401,354
F2	INDUSTRIAL AND MANUFACTURING REAL	314		\$46,654,575	\$1,056,457,185
J2	GAS DISTRIBUTION SYSTEM	3		\$0	\$25,835,969
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	42		\$0	\$211,787,671
J4	TELEPHONE COMPANY (INCLUDING CO-O	136		\$0	\$122,920,955
J5	RAILROAD	13		\$0	\$1,006,984
J6	PIPELAND COMPANY	2		\$0	\$284,620
J7	CABLE TELEVISION COMPANY	3		\$0	\$4,277,302
L1	COMMERCIAL PERSONAL PROPERTY	10,573		\$7,482,829	\$2,517,407,994
L2	INDUSTRIAL AND MANUFACTURING PERS	53		\$0	\$59,596,815
M1	TANGIBLE OTHER PERSONAL, MOBILE H	371		\$192,969	\$4,322,218
O	RESIDENTIAL INVENTORY	734		\$23,085,984	\$79,613,947
S	SPECIAL INVENTORY TAX	96		\$0	\$133,193,752
X	TOTALLY EXEMPT PROPERTY	2,165		\$35,749	\$1,981,148,595
	<b>Totals</b>		2,285.7781	\$584,490,582	\$34,353,403,611

**2014 CERTIFIED TOTALS**

Property Count: 1,073

CPL - PLANO CITY  
Under ARB Review Totals

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**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	967		\$1,858,068	\$286,617,911
B	MULTIFAMILY RESIDENCE	10		\$0	\$1,726,237
C1	VACANT LOTS AND LAND TRACTS	3		\$0	\$601,200
D1	QUALIFIED OPEN-SPACE LAND	2	29.7179	\$0	\$15,534,139
E	RURAL LAND, NON QUALIFIED OPEN SPA	1		\$0	\$752,426
F1	COMMERCIAL REAL PROPERTY	19		\$0	\$29,655,644
F2	INDUSTRIAL AND MANUFACTURING REAL	4		\$0	\$6,613,083
J4	TELEPHONE COMPANY (INCLUDING CO-O	9		\$0	\$25,950,631
L1	COMMERCIAL PERSONAL PROPERTY	57		\$0	\$45,696,051
O	RESIDENTIAL INVENTORY	1		\$140,785	\$252,325
X	TOTALLY EXEMPT PROPERTY	4		\$0	\$21,239,437
	<b>Totals</b>		29.7179	\$1,998,853	\$434,639,084

**2014 CERTIFIED TOTALS**

Property Count: 88,672

CPL - PLANO CITY  
Grand Totals

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**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	70,140		\$87,479,269	\$17,460,633,585
B	MULTIFAMILY RESIDENCE	1,078		\$32,680,309	\$2,641,396,759
C1	VACANT LOTS AND LAND TRACTS	636		\$0	\$185,227,472
D1	QUALIFIED OPEN-SPACE LAND	204	2,315.4960	\$0	\$581,897,560
D2	IMPROVEMENTS ON QUALIFIED OPEN SP	19		\$0	\$771,642
E	RURAL LAND, NON QUALIFIED OPEN SPA	167		\$0	\$191,453,145
F1	COMMERCIAL REAL PROPERTY	2,077		\$388,736,966	\$7,429,056,998
F2	INDUSTRIAL AND MANUFACTURING REAL	318		\$46,654,575	\$1,063,070,268
J2	GAS DISTRIBUTION SYSTEM	3		\$0	\$25,835,969
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	42		\$0	\$211,787,671
J4	TELEPHONE COMPANY (INCLUDING CO-O	145		\$0	\$148,871,586
J5	RAILROAD	13		\$0	\$1,006,984
J6	PIPELAND COMPANY	2		\$0	\$284,620
J7	CABLE TELEVISION COMPANY	3		\$0	\$4,277,302
L1	COMMERCIAL PERSONAL PROPERTY	10,630		\$7,482,829	\$2,563,104,045
L2	INDUSTRIAL AND MANUFACTURING PERS	53		\$0	\$59,596,815
M1	TANGIBLE OTHER PERSONAL, MOBILE H	371		\$192,969	\$4,322,218
O	RESIDENTIAL INVENTORY	735		\$23,226,769	\$79,866,272
S	SPECIAL INVENTORY TAX	96		\$0	\$133,193,752
X	TOTALLY EXEMPT PROPERTY	2,169		\$35,749	\$2,002,388,032
	<b>Totals</b>		2,315.4960	\$586,489,435	\$34,788,042,695

**2014 CERTIFIED TOTALS**

Property Count: 88,672

CPL - PLANO CITY  
Effective Rate Assumption

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**New Value**

<b>TOTAL NEW VALUE MARKET:</b>	<b>\$586,489,435</b>
<b>TOTAL NEW VALUE TAXABLE:</b>	<b>\$497,149,266</b>

**New Exemptions**

Exemption	Description	Count		
EX-XD	11.181 Improving property for housing with vol	11	2013 Market Value	\$434,892
EX-XJ	11.21 Private schools	2	2013 Market Value	\$2,283,653
EX-XU	11.23 Miscellaneous Exemptions	1	2013 Market Value	\$3,000
EX-XV	Other Exemptions (including public, religious, c	107	2013 Market Value	\$23,639,709
EX366	House Bill 366 - Under \$500	69	2013 Market Value	\$51,777

**ABSOLUTE EXEMPTIONS VALUE LOSS \$26,413,031**

Exemption	Description	Count	Exemption Amount
DP	Disabled Person	8	\$320,000
DPS	Disabled Person Surviving Spouse	1	\$0
DV1	Disabled Veterans 10% - 29%	8	\$61,000
DV1S	Disabled Veterans Surviving Spouse 10% - 29%	1	\$5,000
DV2	Disabled Veterans 30% - 49%	9	\$72,000
DV3	Disabled Veterans 50% - 69%	13	\$124,000
DV4	Disabled Veterans 70% - 100%	10	\$96,000
DV4S	Disabled Veterans Surviving Spouse 70% - 100%	2	\$24,000
DVHS	Disabled Veteran Homestead	5	\$1,018,437
HS	Homestead	718	\$39,972,383
OV65	Over-65	913	\$36,280,000
OV65S	Over-65 Surviving Spouse	2	\$80,000
<b>PARTIAL EXEMPTIONS VALUE LOSS</b>		<b>1,690</b>	<b>\$78,052,820</b>
<b>TOTAL EXEMPTIONS VALUE LOSS</b>			<b>\$104,465,851</b>

**New Ag / Timber Exemptions**

2013 Market Value	\$0	Count: 1
2014 Ag/Timber Use	\$730	
<b>NEW AG / TIMBER VALUE LOSS</b>	<b>-\$730</b>	

**New Annexations****New Deannexations****Average Homestead Value**

## Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
53,613	\$265,930	\$54,928	\$211,002

## Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
53,599	\$265,896	\$54,910	\$210,986

**2014 CERTIFIED TOTALS**

CPL - PLANO CITY  
**Lower Value Used**

Count of Protested Properties	Total Market Value	Total Value Used
1,073	\$434,639,084.00	\$311,394,306

**2014 CERTIFIED TOTALS**

Property Count: 707

CPL - PLANO CITY  
ARB Approved Totals

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Land		Value					
Homesite:		5,378,856					
Non Homesite:		205,240,040					
Ag Market:		3,601,469					
Timber Market:		0		<b>Total Land</b>	(+) 214,220,365		
Improvement		Value					
Homesite:		11,200,100					
Non Homesite:		307,988,241		<b>Total Improvements</b>	(+) 319,188,341		
Non Real		Count	Value				
Personal Property:		0	0				
Mineral Property:		0	0				
Autos:		0	0	<b>Total Non Real</b>	(+) 0		
				<b>Market Value</b>	= 533,408,706		
Ag	Non Exempt	Exempt					
Total Productivity Market:	3,601,469	0					
Ag Use:	2,377	0	<b>Productivity Loss</b>	(-)	3,599,092		
Timber Use:	0	0	<b>Appraised Value</b>	=	529,809,614		
Productivity Loss:	3,599,092	0					
			<b>Homestead Cap</b>	(-)	168,428		
			<b>Assessed Value</b>	=	529,641,186		
Exemption	Count	Local	State	Total			
DP	1	40,000	0	40,000			
EX-XD (Prorated)	3	0	53,592	53,592			
EX-XL	1	0	590,906	590,906			
EX-XU	2	0	333,496	333,496			
EX-XV	123	0	59,440,937	59,440,937			
HS	43	1,049,959	0	1,049,959			
HT	4	355,298	0	355,298			
OV65	15	594,258	0	594,258	<b>Total Exemptions</b>	(-) 62,458,446	
					<b>Net Taxable</b>	= 467,182,740	
Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	159,961	86,331	421.81	552.37	1		
OV65	1,832,110	870,028	3,849.51	5,279.43	15		
<b>Total</b>	<b>1,992,071</b>	<b>956,359</b>	<b>4,271.32</b>	<b>5,831.80</b>	<b>16</b>	<b>Freeze Taxable</b>	(-) 956,359
<b>Tax Rate</b>	<b>0.488600</b>						
						<b>Freeze Adjusted Taxable</b>	= 466,226,381

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
2,282,253.42 = 466,226,381 \* (0.488600 / 100) + 4,271.32

**2014 CERTIFIED TOTALS**

Property Count: 4

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Under ARB Review Totals

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<b>Land</b>		<b>Value</b>			
Homesite:		25,000			
Non Homesite:		4,525,264			
Ag Market:		0			
Timber Market:		0		<b>Total Land</b>	(+) 4,550,264
<b>Improvement</b>		<b>Value</b>			
Homesite:		81,822			
Non Homesite:		14,808,044		<b>Total Improvements</b>	(+) 14,889,866
<b>Non Real</b>		<b>Count</b>	<b>Value</b>		
Personal Property:		0	0		
Mineral Property:		0	0		
Autos:		0	0	<b>Total Non Real</b>	(+) 0
				<b>Market Value</b>	= 19,440,130
<b>Ag</b>	<b>Non Exempt</b>	<b>Exempt</b>			
Total Productivity Market:	0		0		
Ag Use:	0		0	<b>Productivity Loss</b>	(-) 0
Timber Use:	0		0	<b>Appraised Value</b>	= 19,440,130
Productivity Loss:	0		0	<b>Homestead Cap</b>	(-) 3,730
				<b>Assessed Value</b>	= 19,436,400
<b>Exemption</b>	<b>Count</b>	<b>Local</b>	<b>State</b>	<b>Total</b>	
HS	1	21,364	0	21,364	<b>Total Exemptions</b> (-) 21,364
					<b>Net Taxable</b> = 19,415,036

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
94,861.87 = 19,415,036 \* (0.488600 / 100)

**2014 CERTIFIED TOTALS**

Property Count: 711

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Grand Totals

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Land		Value					
Homesite:		5,403,856					
Non Homesite:		209,765,304					
Ag Market:		3,601,469					
Timber Market:		0		<b>Total Land</b>	(+) 218,770,629		
Improvement		Value					
Homesite:		11,281,922					
Non Homesite:		322,796,285		<b>Total Improvements</b>	(+) 334,078,207		
Non Real		Count	Value				
Personal Property:		0	0				
Mineral Property:		0	0				
Autos:		0	0	<b>Total Non Real</b>	(+) 0		
				<b>Market Value</b>	= 552,848,836		
Ag		Non Exempt	Exempt				
Total Productivity Market:		3,601,469	0				
Ag Use:		2,377	0	<b>Productivity Loss</b>	(-) 3,599,092		
Timber Use:		0	0	<b>Appraised Value</b>	= 549,249,744		
Productivity Loss:		3,599,092	0				
				<b>Homestead Cap</b>	(-) 172,158		
				<b>Assessed Value</b>	= 549,077,586		
Exemption	Count	Local	State	Total			
DP	1	40,000	0	40,000			
EX-XD (Prorated)	3	0	53,592	53,592			
EX-XL	1	0	590,906	590,906			
EX-XU	2	0	333,496	333,496			
EX-XV	123	0	59,440,937	59,440,937			
HS	44	1,071,323	0	1,071,323			
HT	4	355,298	0	355,298			
OV65	15	594,258	0	594,258	<b>Total Exemptions</b>	(-) 62,479,810	
					<b>Net Taxable</b>	= 486,597,776	
Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	159,961	86,331	421.81	552.37	1		
OV65	1,832,110	870,028	3,849.51	5,279.43	15		
<b>Total</b>	<b>1,992,071</b>	<b>956,359</b>	<b>4,271.32</b>	<b>5,831.80</b>	<b>16</b>	<b>Freeze Taxable</b>	(-) 956,359
<b>Tax Rate</b>	<b>0.488600</b>						
						<b>Freeze Adjusted Taxable</b>	= 485,641,417

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
2,377,115.28 = 485,641,417 \* (0.488600 / 100) + 4,271.32

**2014 CERTIFIED TOTALS**

Property Count: 707

CPL - PLANO CITY  
ARB Approved Totals

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**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	127		\$349,938	\$14,386,563
B	MULTIFAMILY RESIDENCE	15		\$7,615,112	\$56,076,893
C1	VACANT LOTS AND LAND TRACTS	102		\$0	\$11,828,945
D1	QUALIFIED OPEN-SPACE LAND	5	13.2789	\$0	\$3,601,469
E	RURAL LAND, NON QUALIFIED OPEN SPA	2		\$0	\$4,125,199
F1	COMMERCIAL REAL PROPERTY	262		\$59,740	\$297,207,133
F2	INDUSTRIAL AND MANUFACTURING REAL	69		\$0	\$84,437,197
J2	GAS DISTRIBUTION SYSTEM	1		\$0	\$34,031
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	2		\$0	\$58,163
J4	TELEPHONE COMPANY (INCLUDING CO-O	2		\$0	\$1,234,182
J5	RAILROAD	2		\$0	\$0
X	TOTALLY EXEMPT PROPERTY	129		\$33,408	\$60,418,931
	<b>Totals</b>		13.2789	\$8,058,198	\$533,408,706

**2014 CERTIFIED TOTALS**

Property Count: 4

CPL - PLANO CITY  
Under ARB Review Totals

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**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	1		\$0	\$106,822
F1	COMMERCIAL REAL PROPERTY	3		\$0	\$19,333,308
		<b>Totals</b>	0.0000	\$0	\$19,440,130

**2014 CERTIFIED TOTALS**

Property Count: 711

CPL - PLANO CITY  
Grand Totals

7/24/2014

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**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	128		\$349,938	\$14,493,385
B	MULTIFAMILY RESIDENCE	15		\$7,615,112	\$56,076,893
C1	VACANT LOTS AND LAND TRACTS	102		\$0	\$11,828,945
D1	QUALIFIED OPEN-SPACE LAND	5	13.2789	\$0	\$3,601,469
E	RURAL LAND, NON QUALIFIED OPEN SPA	2		\$0	\$4,125,199
F1	COMMERCIAL REAL PROPERTY	265		\$59,740	\$316,540,441
F2	INDUSTRIAL AND MANUFACTURING REAL	69		\$0	\$84,437,197
J2	GAS DISTRIBUTION SYSTEM	1		\$0	\$34,031
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	2		\$0	\$58,163
J4	TELEPHONE COMPANY (INCLUDING CO-O	2		\$0	\$1,234,182
J5	RAILROAD	2		\$0	\$0
X	TOTALLY EXEMPT PROPERTY	129		\$33,408	\$60,418,931
		<b>Totals</b>	13.2789	\$8,058,198	\$552,848,836

**2014 CERTIFIED TOTALS**

Property Count: 711

CPL - PLANO CITY  
Effective Rate Assumption

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**New Value**

<b>TOTAL NEW VALUE MARKET:</b>	<b>\$8,058,198</b>
<b>TOTAL NEW VALUE TAXABLE:</b>	<b>\$7,997,535</b>

**New Exemptions**

Exemption	Description	Count		
EX-XD	11.181 Improving property for housing with vol	3	2013 Market Value	\$72,225
EX-XV	Other Exemptions (including public, religious, c	9	2013 Market Value	\$800,851
<b>ABSOLUTE EXEMPTIONS VALUE LOSS</b>				<b>\$873,076</b>

Exemption	Description	Count	Exemption Amount
HS	Homestead	7	\$139,678
<b>PARTIAL EXEMPTIONS VALUE LOSS</b>			<b>\$139,678</b>
<b>TOTAL EXEMPTIONS VALUE LOSS</b>			<b>\$1,012,754</b>

**New Ag / Timber Exemptions****New Annexations****New Deannexations****Average Homestead Value****Category A and E**

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
44	\$122,814	\$28,261	\$94,553

**Category A Only**

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
44	\$122,814	\$28,261	\$94,553

**Lower Value Used**

Count of Protested Properties	Total Market Value	Total Value Used
4	\$19,440,130.00	\$19,403,369

**2014 CERTIFIED TOTALS**

Property Count: 707

TP2 - PLANO TIF #2 (Base 1999-24)  
ARB Approved Totals

7/24/2014 4:22:17PM

Land		Value				
Homesite:		5,364,419				
Non Homesite:		205,165,468				
Ag Market:		3,601,469				
Timber Market:		0	<b>Total Land</b>	(+)	214,131,356	
Improvement		Value				
Homesite:		11,200,100				
Non Homesite:		307,904,739	<b>Total Improvements</b>	(+)	319,104,839	
Non Real		Count	Value			
Personal Property:		0	0			
Mineral Property:		0	0			
Autos:		0	0	<b>Total Non Real</b>	(+) 0	
				<b>Market Value</b>	= 533,236,195	
Ag		Non Exempt	Exempt			
Total Productivity Market:		3,601,469	0			
Ag Use:		2,377	0	<b>Productivity Loss</b>	(-) 3,599,092	
Timber Use:		0	0	<b>Appraised Value</b>	= 529,637,103	
Productivity Loss:		3,599,092	0	<b>Homestead Cap</b>	(-) 168,428	
				<b>Assessed Value</b>	= 529,468,675	
Exemption	Count	Local	State	Total		
EX-XD (Prorated)	3	0	53,592	53,592		
EX-XL	1	0	590,906	590,906		
EX-XU	2	0	333,496	333,496		
EX-XV	123	0	59,440,937	59,440,937	<b>Total Exemptions</b>	(-) 60,418,931
					<b>Net Taxable</b>	= 469,049,744

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
0.00 = 469,049,744 \* (0.000000 / 100)

**2014 CERTIFIED TOTALS**

Property Count: 4

TP2 - PLANO TIF #2 (Base 1999-24)  
Under ARB Review Totals

7/24/2014

4:22:17PM

<b>Land</b>		<b>Value</b>		
Homesite:		25,000		
Non Homesite:		4,525,264		
Ag Market:		0		
Timber Market:		0	<b>Total Land</b>	(+) 4,550,264
<b>Improvement</b>		<b>Value</b>		
Homesite:		81,822		
Non Homesite:		14,808,044	<b>Total Improvements</b>	(+) 14,889,866
<b>Non Real</b>		<b>Count</b>	<b>Value</b>	
Personal Property:	0	0		
Mineral Property:	0	0		
Autos:	0	0	<b>Total Non Real</b>	(+) 0
			<b>Market Value</b>	= 19,440,130
<b>Ag</b>		<b>Non Exempt</b>	<b>Exempt</b>	
Total Productivity Market:	0	0		
Ag Use:	0	0	<b>Productivity Loss</b>	(-) 0
Timber Use:	0	0	<b>Appraised Value</b>	= 19,440,130
Productivity Loss:	0	0	<b>Homestead Cap</b>	(-) 3,730
			<b>Assessed Value</b>	= 19,436,400
			<b>Net Taxable</b>	= 19,436,400

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
0.00 = 19,436,400 \* (0.000000 / 100)

**2014 CERTIFIED TOTALS**

Property Count: 711

TP2 - PLANO TIF #2 (Base 1999-24)  
Grand Totals

7/24/2014 4:22:17PM

Land		Value			
Homesite:		5,389,419			
Non Homesite:		209,690,732			
Ag Market:		3,601,469			
Timber Market:		0	<b>Total Land</b>	(+) 218,681,620	
Improvement		Value			
Homesite:		11,281,922			
Non Homesite:		322,712,783	<b>Total Improvements</b>	(+) 333,994,705	
Non Real		Count	Value		
Personal Property:		0		0	
Mineral Property:		0		0	
Autos:		0		0	
			<b>Total Non Real</b>	(+) 0	
			<b>Market Value</b>	= 552,676,325	
Ag		Non Exempt	Exempt		
Total Productivity Market:		3,601,469		0	
Ag Use:		2,377		0	
Timber Use:		0		0	
Productivity Loss:		3,599,092		0	
			<b>Productivity Loss</b>	(-) 3,599,092	
			<b>Appraised Value</b>	= 549,077,233	
			<b>Homestead Cap</b>	(-) 172,158	
			<b>Assessed Value</b>	= 548,905,075	
Exemption	Count	Local	State	Total	
EX-XD (Prorated)	3	0	53,592	53,592	
EX-XL	1	0	590,906	590,906	
EX-XU	2	0	333,496	333,496	
EX-XV	123	0	59,440,937	59,440,937	<b>Total Exemptions</b> (-) 60,418,931
					<b>Net Taxable</b> = 488,486,144

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
0.00 = 488,486,144 \* (0.000000 / 100)

**2014 CERTIFIED TOTALS**

Property Count: 707

TP2 - PLANO TIF #2 (Base 1999-24)  
ARB Approved Totals

7/24/2014

4:22:46PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	127		\$349,938	\$14,372,126
B	MULTIFAMILY RESIDENCE	15		\$7,615,112	\$56,076,893
C1	VACANT LOTS AND LAND TRACTS	102		\$0	\$11,828,945
D1	QUALIFIED OPEN-SPACE LAND	5	13.2789	\$0	\$3,601,469
E	RURAL LAND, NON QUALIFIED OPEN SPA	2		\$0	\$4,125,199
F1	COMMERCIAL REAL PROPERTY	262		\$59,740	\$297,049,059
F2	INDUSTRIAL AND MANUFACTURING REAL	69		\$0	\$84,437,197
J2	GAS DISTRIBUTION SYSTEM	1		\$0	\$34,031
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	2		\$0	\$58,163
J4	TELEPHONE COMPANY (INCLUDING CO-O	2		\$0	\$1,234,182
J5	RAILROAD	2		\$0	\$0
X	TOTALLY EXEMPT PROPERTY	129		\$33,408	\$60,418,931
	<b>Totals</b>		13.2789	\$8,058,198	\$533,236,195

**2014 CERTIFIED TOTALS**

Property Count: 4

TP2 - PLANO TIF #2 (Base 1999-24)  
Under ARB Review Totals

7/24/2014

4:22:46PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	1		\$0	\$106,822
F1	COMMERCIAL REAL PROPERTY	3		\$0	\$19,333,308
	<b>Totals</b>		0.0000	\$0	\$19,440,130

**2014 CERTIFIED TOTALS**

Property Count: 711

TP2 - PLANO TIF #2 (Base 1999-24)  
Grand Totals

7/24/2014

4:22:46PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	128		\$349,938	\$14,478,948
B	MULTIFAMILY RESIDENCE	15		\$7,615,112	\$56,076,893
C1	VACANT LOTS AND LAND TRACTS	102		\$0	\$11,828,945
D1	QUALIFIED OPEN-SPACE LAND	5	13.2789	\$0	\$3,601,469
E	RURAL LAND, NON QUALIFIED OPEN SPA	2		\$0	\$4,125,199
F1	COMMERCIAL REAL PROPERTY	265		\$59,740	\$316,382,367
F2	INDUSTRIAL AND MANUFACTURING REAL	69		\$0	\$84,437,197
J2	GAS DISTRIBUTION SYSTEM	1		\$0	\$34,031
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	2		\$0	\$58,163
J4	TELEPHONE COMPANY (INCLUDING CO-O	2		\$0	\$1,234,182
J5	RAILROAD	2		\$0	\$0
X	TOTALLY EXEMPT PROPERTY	129		\$33,408	\$60,418,931
	<b>Totals</b>		13.2789	\$8,058,198	\$552,676,325

**2014 CERTIFIED TOTALS**

Property Count: 711

TP2 - PLANO TIF #2 (Base 1999-24)

Effective Rate Assumption

7/24/2014

4:22:46PM

**New Value**

<b>TOTAL NEW VALUE MARKET:</b>	<b>\$8,058,198</b>
<b>TOTAL NEW VALUE TAXABLE:</b>	<b>\$8,024,790</b>

**New Exemptions**

Exemption	Description	Count		
EX-XD	11.181 Improving property for housing with vol	3	2013 Market Value	\$72,225
EX-XV	Other Exemptions (including public, religious, c	9	2013 Market Value	\$800,851
<b>ABSOLUTE EXEMPTIONS VALUE LOSS</b>				<b>\$873,076</b>

Exemption	Description	Count	Exemption Amount
<b>PARTIAL EXEMPTIONS VALUE LOSS</b>			
<b>TOTAL EXEMPTIONS VALUE LOSS</b>			<b>\$873,076</b>

**New Ag / Timber Exemptions****New Annexations****New Deannexations****Average Homestead Value****Category A and E**

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
44	\$122,486	\$3,913	\$118,573

**Category A Only**

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
44	\$122,486	\$3,913	\$118,573

**Lower Value Used**

Count of Protested Properties	Total Market Value	Total Value Used
4	\$19,440,130.00	\$19,422,113

APPRAISAL REVIEW BOARD

DENTON COUNTY, TEXAS

ORDER APPROVING APPRAISAL RECORDS  
FOR 2014

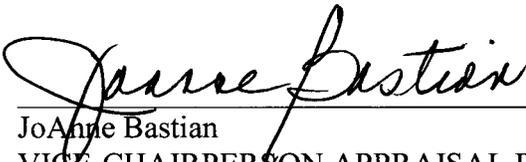
On July 17, the Appraisal Review Board of Denton County, Texas, met to approve the appraisal records for tax year 2014.

The Board finds that the appraisal records, as corrected by the Chief Appraiser according to the orders of the Board, should be approved.

The Board finds that the sum of the appraised values, as determined by the Chief Appraiser, on all properties on which protests have been filed but not determined by this Board is five percent or less of the total appraised value of all other taxable properties.

The Board therefore APPROVES the appraisal records as corrected.

Signed on July 17, 2014

  
\_\_\_\_\_  
JoAnne Bastian  
VICE-CHAIRPERSON APPRAISAL REVIEW BOARD

DENTON COUNTY, TEXAS

APPRAISAL REVIEW BOARD

ORDER APPROVING 2013 AND PRIOR YEAR SUPPLEMENTAL ROLL

On July 17, 2014, the Appraisal Review Board of Denton County, Texas, met to approve supplemental appraisal records for 2013 and prior years. The Appraisal Review Board, with quorum present, has determined that the 2013 and Prior Year Supplemental Appraisal Records should be approved.

It is therefore ORDERED that the Appraisal Records on the 2013 and Prior Year Supplemental Roll as changed are approved and constitute the 2013 and Prior Year Supplemental Appraisal Rolls of the Denton Central Appraisal District.

Signed this 17<sup>th</sup> day of July, 2014



\_\_\_\_\_  
JOANNE BASTIAN, VICE-CHAIRPERSON  
DENTON CENTRAL APPRAISAL REVIEW BOARD



\_\_\_\_\_  
JOHN GREENSLADE, SECRETARY  
DENTON CENTRAL APPRAISAL REVIEW BOARD

CERTIFICATION OF 2014 ROLL

July 23, 2014

“I, Rudy Durham, Chief Appraiser for the Denton Central Appraisal District, solemnly swear that I have made, or caused to be made, a diligent inquiry to ascertain all property in the district subject to appraisal by me, and that I have included in the records all property that I am aware of at an appraised value determined as required by law.”



RUDY DURHAM, CHIEF APPRAISER  
DENTON CENTRAL APPRAISAL DISTRICT



HOPE PIERSON  
NOTARY PUBLIC



CERTIFICATION OF 2013 AND PRIOR YEAR SUPPLEMENTAL ROLL

July 23, 2014

“I, Rudy Durham, Chief Appraiser for the Denton Central Appraisal District, solemnly swear that I have made, or caused to be made, a diligent inquiry to ascertain all property in the district subject to appraisal by me, and that I have included in the records all property that I am aware of at an appraised value determined as required by law.”



RUDY DURHAM, CHIEF APPRAISER  
DENTON CENTRAL APPRAISAL DISTRICT



HOPE PIERSON  
NOTARY PUBLIC



**2014 CERTIFIED TOTALS**

Property Count: 2,320

C29 - PLANO CITY OF  
ARB Approved Totals

7/19/2014 12:20:00PM

Land		Value			
Homesite:		255,400,448			
Non Homesite:		88,188,606			
Ag Market:		47,126,840			
Timber Market:		0		<b>Total Land</b>	(+) 390,715,894
Improvement		Value			
Homesite:		629,246,513		<b>Total Improvements</b>	(+) 754,551,558
Non Homesite:		125,305,045			
Non Real		Count	Value		
Personal Property:	88	38,760,272		<b>Total Non Real</b>	(+) 38,760,272
Mineral Property:	0	0		<b>Market Value</b>	= 1,184,027,724
Autos:	0	0			
Ag	Non Exempt	Exempt			
Total Productivity Market:	47,126,840	0		<b>Productivity Loss</b>	(-) 46,734,378
Ag Use:	392,462	0		<b>Appraised Value</b>	= 1,137,293,346
Timber Use:	0	0		<b>Homestead Cap</b>	(-) 7,971,645
Productivity Loss:	46,734,378	0		<b>Assessed Value</b>	= 1,129,321,701
				<b>Total Exemptions Amount (Breakdown on Next Page)</b>	(-) 213,471,721
				<b>Net Taxable</b>	= 915,849,980

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	2,848,101	2,038,481	9,354.42	9,599.09	6		
OV65	159,121,009	108,342,734	480,168.31	496,669.00	432		
<b>Total</b>	<b>161,969,110</b>	<b>110,381,215</b>	<b>489,522.73</b>	<b>506,268.09</b>	<b>438</b>	<b>Freeze Taxable</b>	(-) 110,381,215
<b>Tax Rate</b>	<b>0.488600</b>						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
DP	325,000	220,000	182,469	37,531	1		
OV65	383,637	226,910	198,763	28,147	2		
<b>Total</b>	<b>708,637</b>	<b>446,910</b>	<b>381,232</b>	<b>65,678</b>	<b>3</b>	<b>Transfer Adjustment</b>	(-) 65,678
						<b>Freeze Adjusted Taxable</b>	= 805,403,087

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
 4,424,722.21 = 805,403,087 \* (0.488600 / 100) + 489,522.73

Tax Increment Finance Value: 0  
 Tax Increment Finance Levy: 0.00

**2014 CERTIFIED TOTALS**

Property Count: 2,320

C29 - PLANO CITY OF  
ARB Approved Totals

7/19/2014

12:21:13PM

**Exemption Breakdown**

<b>Exemption</b>	<b>Count</b>	<b>Local</b>	<b>State</b>	<b>Total</b>
DP	9	360,000	0	360,000
DV1	7	0	56,000	56,000
DV2	2	0	15,000	15,000
DV3	6	0	66,000	66,000
DV4	7	0	36,000	36,000
DV4S	4	0	48,000	48,000
DVHS	5	0	1,793,919	1,793,919
EX-XU	1	0	120,746	120,746
EX-XV	26	0	48,244,462	48,244,462
EX-XV (Prorated)	1	0	33,744	33,744
EX366	11	0	2,311	2,311
HS	1,601	142,932,658	0	142,932,658
OV65	485	19,082,881	0	19,082,881
OV65S	17	680,000	0	680,000
<b>Totals</b>		<b>163,055,539</b>	<b>50,416,182</b>	<b>213,471,721</b>

**2014 CERTIFIED TOTALS**

Property Count: 20

C29 - PLANO CITY OF  
Under ARB Review Totals

7/19/2014 12:20:00PM

Land		Value		
Homesite:		738,004		
Non Homesite:		823,937		
Ag Market:		0		
Timber Market:		0	<b>Total Land</b>	(+) 1,561,941
Improvement		Value		
Homesite:		1,817,737		
Non Homesite:		2,570,914	<b>Total Improvements</b>	(+) 4,388,651
Non Real		Count	Value	
Personal Property:	4	443,938		
Mineral Property:	0	0		
Autos:	0	0	<b>Total Non Real</b>	(+) 443,938
			<b>Market Value</b>	= 6,394,530
Ag		Non Exempt	Exempt	
Total Productivity Market:	0	0		
Ag Use:	0	0	<b>Productivity Loss</b>	(-) 0
Timber Use:	0	0	<b>Appraised Value</b>	= 6,394,530
Productivity Loss:	0	0	<b>Homestead Cap</b>	(-) 0
			<b>Assessed Value</b>	= 6,394,530
			<b>Total Exemptions Amount (Breakdown on Next Page)</b>	(-) 442,380
			<b>Net Taxable</b>	= 5,952,150

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count	
OV65	420,000	296,000	1,446.26	1,446.26	1	
<b>Total</b>	420,000	296,000	1,446.26	1,446.26	1	<b>Freeze Taxable</b> (-) 296,000
<b>Tax Rate</b>	0.488600					
						<b>Freeze Adjusted Taxable</b> = 5,656,150

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
 29,082.21 = 5,656,150 \* (0.488600 / 100) + 1,446.26  
 Tax Increment Finance Value: 0  
 Tax Increment Finance Levy: 0.00

# 2014 CERTIFIED TOTALS

Property Count: 20

C29 - PLANO CITY OF  
Under ARB Review Totals

7/19/2014

12:21:13PM

## Exemption Breakdown

Exemption	Count	Local	State	Total
HS	5	402,380	0	402,380
OV65	1	40,000	0	40,000
<b>Totals</b>		<b>442,380</b>	<b>0</b>	<b>442,380</b>

# 2014 CERTIFIED TOTALS

Property Count: 2,340

C29 - PLANO CITY OF  
Grand Totals

7/19/2014 12:20:00PM

Land		Value		
Homesite:		256,138,452		
Non Homesite:		89,012,543		
Ag Market:		47,126,840		
Timber Market:		0	<b>Total Land</b>	(+) 392,277,835
Improvement		Value		
Homesite:		631,064,250	<b>Total Improvements</b>	(+) 758,940,209
Non Homesite:		127,875,959		
Non Real		Count	Value	
Personal Property:	92	39,204,210	<b>Total Non Real</b>	(+) 39,204,210
Mineral Property:	0	0	<b>Market Value</b>	= 1,190,422,254
Autos:	0	0		
Ag		Non Exempt	Exempt	
Total Productivity Market:	47,126,840	0	<b>Productivity Loss</b>	(-) 46,734,378
Ag Use:	392,462	0	<b>Appraised Value</b>	= 1,143,687,876
Timber Use:	0	0	<b>Homestead Cap</b>	(-) 7,971,645
Productivity Loss:	46,734,378	0	<b>Assessed Value</b>	= 1,135,716,231
			<b>Total Exemptions Amount (Breakdown on Next Page)</b>	(-) 213,914,101
			<b>Net Taxable</b>	= 921,802,130

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count	
DP	2,848,101	2,038,481	9,354.42	9,599.09	6	
OV65	159,541,009	108,638,734	481,614.57	498,115.26	433	
<b>Total</b>	<b>162,389,110</b>	<b>110,677,215</b>	<b>490,968.99</b>	<b>507,714.35</b>	<b>439</b>	<b>Freeze Taxable</b> (-) 110,677,215
<b>Tax Rate</b>	<b>0.488600</b>					
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count	
DP	325,000	220,000	182,469	37,531	1	
OV65	383,637	226,910	198,763	28,147	2	
<b>Total</b>	<b>708,637</b>	<b>446,910</b>	<b>381,232</b>	<b>65,678</b>	<b>3</b>	<b>Transfer Adjustment</b> (-) 65,678
						<b>Freeze Adjusted Taxable</b> = 811,059,237

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
 4,453,804.42 = 811,059,237 \* (0.488600 / 100) + 490,968.99

Tax Increment Finance Value: 0  
 Tax Increment Finance Levy: 0.00

**2014 CERTIFIED TOTALS**

Property Count: 2,340

C29 - PLANO CITY OF  
Grand Totals

7/19/2014

12:21:13PM

**Exemption Breakdown**

<b>Exemption</b>	<b>Count</b>	<b>Local</b>	<b>State</b>	<b>Total</b>
DP	9	360,000	0	360,000
DV1	7	0	56,000	56,000
DV2	2	0	15,000	15,000
DV3	6	0	66,000	66,000
DV4	7	0	36,000	36,000
DV4S	4	0	48,000	48,000
DVHS	5	0	1,793,919	1,793,919
EX-XU	1	0	120,746	120,746
EX-XV	26	0	48,244,462	48,244,462
EX-XV (Prorated)	1	0	33,744	33,744
EX366	11	0	2,311	2,311
HS	1,606	143,335,038	0	143,335,038
OV65	486	19,122,881	0	19,122,881
OV65S	17	680,000	0	680,000
<b>Totals</b>		<b>163,497,919</b>	<b>50,416,182</b>	<b>213,914,101</b>

**2014 CERTIFIED TOTALS**

Property Count: 2,320

C29 - PLANO CITY OF  
ARB Approved Totals

7/19/2014 12:21:13PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	2,020		\$15,661,054	\$880,139,356
B	MULTIFAMILY RESIDENCE	2		\$0	\$31,009,487
C1	VACANT LOTS AND LAND TRACTS	121		\$0	\$17,733,380
D1	QUALIFIED AG LAND	14	178.9287	\$0	\$47,126,840
D2	NON-QUALIFIED LAND	1		\$0	\$6,373
E	FARM OR RANCH IMPROVEMENT	4	73.1612	\$0	\$5,554,346
F1	COMMERCIAL REAL PROPERTY	7		\$0	\$115,200,360
J3	ELECTRIC COMPANY (INCLUDING CO-OP	1		\$0	\$1,084,200
J4	TELEPHONE COMPANY (INCLUDING CO-	6		\$0	\$1,965,500
L1	COMMERCIAL PERSONAL PROPERTY	63		\$0	\$31,220,235
O	RESIDENTIAL INVENTORY	59		\$0	\$4,586,384
X	TOTALLY EXEMPT PROPERTY	39		\$0	\$48,401,263
	<b>Totals</b>		252.0899	\$15,661,054	\$1,184,027,724

**2014 CERTIFIED TOTALS**

Property Count: 20

C29 - PLANO CITY OF  
Under ARB Review Totals

7/19/2014 12:21:13PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	7		\$0	\$2,555,741
C1	VACANT LOTS AND LAND TRACTS	2		\$0	\$113,775
F1	COMMERCIAL REAL PROPERTY	7		\$0	\$3,281,076
J3	ELECTRIC COMPANY (INCLUDING CO-OP	1		\$0	\$239,971
L1	COMMERCIAL PERSONAL PROPERTY	3		\$0	\$203,967
		<b>Totals</b>	0.0000	\$0	\$6,394,530

**2014 CERTIFIED TOTALS**

Property Count: 2,340

C29 - PLANO CITY OF  
Grand Totals

7/19/2014 12:21:13PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	2,027		\$15,661,054	\$882,695,097
B	MULTIFAMILY RESIDENCE	2		\$0	\$31,009,487
C1	VACANT LOTS AND LAND TRACTS	123		\$0	\$17,847,155
D1	QUALIFIED AG LAND	14	178.9287	\$0	\$47,126,840
D2	NON-QUALIFIED LAND	1		\$0	\$6,373
E	FARM OR RANCH IMPROVEMENT	4	73.1612	\$0	\$5,554,346
F1	COMMERCIAL REAL PROPERTY	14		\$0	\$118,481,436
J3	ELECTRIC COMPANY (INCLUDING CO-OP	2		\$0	\$1,324,171
J4	TELEPHONE COMPANY (INCLUDING CO-	6		\$0	\$1,965,500
L1	COMMERCIAL PERSONAL PROPERTY	66		\$0	\$31,424,202
O	RESIDENTIAL INVENTORY	59		\$0	\$4,586,384
X	TOTALLY EXEMPT PROPERTY	39		\$0	\$48,401,263
	<b>Totals</b>		252.0899	\$15,661,054	\$1,190,422,254

**2014 CERTIFIED TOTALS**

Property Count: 2,320

C29 - PLANO CITY OF  
ARB Approved Totals

7/19/2014 12:21:13PM

**CAD State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A015	BUILDER HOME PLANS - REFERENCE ON	14		\$0	\$0
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	1,460		\$15,661,054	\$779,610,037
A4	CONDOS	127		\$0	\$26,332,747
A5	TOWNHOMES	420		\$0	\$74,196,572
B1	REAL, RESIDENTIAL, APARTMENTS	2		\$0	\$31,009,487
C1	REAL, VACANT PLATTED RESIDENTIAL L	115		\$0	\$7,872,820
C2	COMMERCIAL VACANT LOT	6		\$0	\$9,860,560
D1	QUALIFIED AG LAND	14	178.9287	\$0	\$47,126,840
D2	NON AG USE ACREAGE	1		\$0	\$6,373
E1	LAND AND IMPROVMENTS (NON AG QUA	2		\$0	\$5,106,046
E4	VACANT NON QUALIFIED NON HOMESITE	2		\$0	\$448,300
F1	REAL COMMERCIAL	7		\$0	\$115,200,360
J3	REAL & TANGIBLE PERSONAL, UTILITIES,	1		\$0	\$1,084,200
J4	REAL & TANGIBLE PERSONAL, UTILITIES,	6		\$0	\$1,965,500
L1	BPP TANGIBLE COMERCIAL PROPERTY	26		\$0	\$29,075,654
L3	BPP TANGIBLE COMMERCIAL LEASED E	37		\$0	\$2,144,581
OC1	INVENTORY, VACANT PLATTED LOTS/TR	59		\$0	\$4,586,384
X		39		\$0	\$48,401,263
	<b>Totals</b>		178.9287	\$15,661,054	\$1,184,027,724

**2014 CERTIFIED TOTALS**

Property Count: 20

C29 - PLANO CITY OF  
Under ARB Review Totals

7/19/2014 12:21:13PM

**CAD State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	6		\$0	\$2,339,375
A4	CONDOS	1		\$0	\$216,366
C1	REAL, VACANT PLATTED RESIDENTIAL L	2		\$0	\$113,775
F1	REAL COMMERCIAL	7		\$0	\$3,281,076
J3	REAL & TANGIBLE PERSONAL, UTILITIES,	1		\$0	\$239,971
L1	BPP TANGIBLE COMERCIAL PROPERTY	1		\$0	\$129,829
L3	BPP TANGIBLE COMMERCIAL LEASED E	2		\$0	\$74,138
	<b>Totals</b>		0.0000	\$0	\$6,394,530

**2014 CERTIFIED TOTALS**

Property Count: 2,340

C29 - PLANO CITY OF  
Grand Totals

7/19/2014 12:21:13PM

**CAD State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A015	BUILDER HOME PLANS - REFERENCE ON	14		\$0	\$0
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	1,466		\$15,661,054	\$781,949,412
A4	CONDOS	128		\$0	\$26,549,113
A5	TOWNHOMES	420		\$0	\$74,196,572
B1	REAL, RESIDENTIAL, APARTMENTS	2		\$0	\$31,009,487
C1	REAL, VACANT PLATTED RESIDENTIAL L	117		\$0	\$7,986,595
C2	COMMERCIAL VACANT LOT	6		\$0	\$9,860,560
D1	QUALIFIED AG LAND	14	178.9287	\$0	\$47,126,840
D2	NON AG USE ACREAGE	1		\$0	\$6,373
E1	LAND AND IMPROVMENTS (NON AG QUA	2		\$0	\$5,106,046
E4	VACANT NON QUALIFIED NON HOMESITE	2		\$0	\$448,300
F1	REAL COMMERCIAL	14		\$0	\$118,481,436
J3	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$1,324,171
J4	REAL & TANGIBLE PERSONAL, UTILITIES,	6		\$0	\$1,965,500
L1	BPP TANGIBLE COMERCIAL PROPERTY	27		\$0	\$29,205,483
L3	BPP TANGIBLE COMMERCIAL LEASED E	39		\$0	\$2,218,719
OC1	INVENTORY, VACANT PLATTED LOTS/TR	59		\$0	\$4,586,384
X		39		\$0	\$48,401,263
	<b>Totals</b>		178.9287	\$15,661,054	\$1,190,422,254

**2014 CERTIFIED TOTALS**

Property Count: 2,340

C29 - PLANO CITY OF  
Effective Rate Assumption

7/19/2014 12:21:13PM

**New Value**

TOTAL NEW VALUE MARKET:	\$15,661,054
TOTAL NEW VALUE TAXABLE:	\$14,623,067

**New Exemptions**

Exemption	Description	Count	2013 Market Value	
EX-XV	Other Exemptions (including public property, r	1		\$0
EX366	HB366 Exempt	2	2013 Market Value	\$1,410
<b>ABSOLUTE EXEMPTIONS VALUE LOSS</b>				<b>\$1,410</b>

Exemption	Description	Count	Exemption Amount
DP	Disability	3	\$120,000
DV1	Disabled Veterans 10% - 29%	1	\$12,000
DV3	Disabled Veterans 50% - 69%	1	\$12,000
HS	Homestead	60	\$4,841,496
OV65	Over 65	56	\$2,240,000
<b>PARTIAL EXEMPTIONS VALUE LOSS</b>			<b>\$7,225,496</b>
<b>TOTAL EXEMPTIONS VALUE LOSS</b>			<b>\$7,226,906</b>

**New Ag / Timber Exemptions**

**New Annexations**

**New Deannexations**

**Average Homestead Value**

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
1,606	\$447,454	\$94,213	\$353,241
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
1,604	\$444,828	\$93,699	\$351,129

**Lower Value Used**

Count of Protested Properties	Total Market Value	Total Value Used
20	\$6,394,530.00	\$5,539,880



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/11/2014		
Department:		Office of Policy and Government Relations		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): <b>Nancy Rodriguez X7510</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Escrow Agreement by and between the City of Plano, Texas, and Oncor Electric Delivery Company, LLC related to a dispute regarding alley relocation costs pursuant to the franchise agreement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	250,000	0	<b>250,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-250,000	0	<b>-250,000</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):    ENERAL FUND</b>				
<p><b>COMMENTS:</b> This Resolution approves an Escrow Agreement by and between the City and Oncor Electric Delivery Company, LLC, of up to \$250,000 from the General Fund.</p> <p><b>STRATEGIC PLAN GOAL:</b> Approving this Resolution relates to the City's goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This Resolution approves an Escrow Agreement by and between the City of Plano, Texas, and Oncor Electric Delivery Company, LLC, of up to \$250,000.</p>				
List of Supporting Documents: Agenda Item, Resolution, Agreement			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Escrow Agreement by and between the City of Plano, Texas, and Oncor Electric Delivery Company, LLC related to a dispute regarding alley relocation costs pursuant to the franchise agreement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, a dispute has arisen between the Parties regarding cost allocation for relocation of Oncor's facilities related to the City's alley widening and/or straightening projects ("Projects") pursuant to the current Franchise Agreement between the Parties (the "Dispute"); and

**WHEREAS**, the City Council has been presented a proposed Escrow Agreement by and between the City of Plano, Texas and Oncor Electric Delivery Company, LLC, to address issues related to the Projects pending resolution of the Dispute; a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 11th day of August, 2014.

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

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**ESCROW AGREEMENT  
ONCOR ELECTRIC FACILITY RELOCATION  
COST ALLOCATION  
CITY OF PLANO ALLEY PROJECTS**

This Escrow Agreement (the “Agreement”) is made by and between Oncor Electric Delivery Company LLC (“Oncor”) and The City of Plano, Texas (the “City”). Hereinafter, Oncor and the City may be referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**Whereas**, a dispute has arisen between the Parties regarding cost allocation for relocation of Oncor’s facilities related to the City’s alley widening and/or straightening projects (“Projects”) pursuant to the current Franchise Agreement between the Parties (the “Dispute”); and

**Whereas**, the Parties have entered into this Agreement pending (1) the entry of a final and non-appealable judgment in *City of Richardson v. Oncor*, Cause No. DC-12-12696, formerly pending in the 134<sup>th</sup> Judicial District Court for Dallas County, Texas, and presently on appeal to the Fifth Court of Appeals in Dallas, Texas (the “Lawsuit”), which involves similar disputed issues, or (2) the approval and execution of a new Franchise Agreement by the Parties.

**Now, therefore**, for and in consideration of the promises and agreements contained herein, the Parties agree as follows:

1. Oncor will continue to perform and pay for the cost of relocating Oncor facilities for Projects in an amount not to exceed \$250,000 during the pendency of this Agreement.
2. The City will establish an interest-bearing escrow account with the financial institution of its choice no later than ten business days after the Parties’ execution of this Agreement (the “Escrow Account”). The City will deposit money into the Escrow Account in amounts equal to the cost of relocating Oncor facilities on a Project-by-Project basis up to, but

not exceeding, \$250,000 total, with such deposit(s) to be made no later than ten business days after Oncor provides the City with an invoice for the relocation costs. If the cost of relocating Oncor facilities for Projects exceeds \$250,000, the City will timely reimburse Oncor for the cost of all such relocations in excess of \$250,000 during the pendency of this Agreement.

3. The City initially will pay all costs associated with the establishment and maintenance of the Escrow Account. Oncor will reimburse the City for one-half of such costs promptly after it receives from the City a copy of each invoice from the financial institution for such costs. The money in the Escrow Account will be distributed as follows on the 75th day after the entry of a final, non-appealable judgment in the Lawsuit or on the 10<sup>th</sup> business day after this Agreement's termination pursuant to Paragraph 4 below:

a. To Oncor, if Oncor prevails in the Lawsuit on a substantive basis (e.g., Section 37.101(c) of the Public Utilities Code or Oncor's "Tariff for Retail Delivery Service" require the City of Richardson to pay relocation costs or the term "street" does not include an "alley" and, accordingly, Oncor is not required to pay such costs) and not on a procedural basis (e.g., the City of Richardson's summary judgment evidence was inadequate, untimely, or improper). Notwithstanding anything to the contrary in this Section 3.a of this Agreement: (i) Oncor shall not recover from the Escrow Account more than its actual costs for Projects during the pendency of this Agreement and paid for by Oncor, and (ii) any funds in the Escrow Account in excess of actual costs spent by Oncor for Projects, including interest accrued on the escrow funds during the pendency of this Agreement, shall be returned to the City.

b. To the City, if the City of Richardson prevails in the Lawsuit on a substantive basis (e.g., Section 37.101(c) of the Texas Utilities Code or the common law require Oncor to pay relocation costs or the term "street" includes an "alley" and, accordingly, Oncor is

required to pay such costs) and not on a procedural basis (e.g., Oncor's summary judgment evidence was inadequate, untimely, or improper).

c. To Oncor, if neither Oncor nor the City of Richardson prevails on a substantive basis in the Lawsuit, unless: (1) otherwise agreed in writing by the Parties; or (2) within 60 days after the entry of a final, non-appealable judgment in the Lawsuit, the City files a lawsuit against Oncor regarding the Dispute. If the City files such a lawsuit and Oncor is awarded a judgment that includes monetary relief, such monetary award shall be paid to Oncor first from the Escrow Account after the judgment in the case is final and non-appealable. Otherwise, the funds in the Escrow Account shall be returned to the City after the judgment is final and non-appealable. As used in this Paragraph 3.c, "monetary relief" shall mean the amount of any damages, interest, attorneys' fees, or court costs awarded in the judgment. The parties further agree that neither of them shall receive a double recovery of damages in such a lawsuit and that neither of them will seek a double recovery of damages in such a lawsuit.

d. To Oncor, if this Agreement terminates upon the approval and execution of a new Franchise Agreement between the Parties as set forth in Paragraph 4 below, unless: (1) otherwise agreed in writing by the Parties; or (2) within 60 days after the Agreement's termination, the City files a lawsuit against Oncor regarding the Dispute. If the City files such a lawsuit and Oncor is awarded a judgment that includes monetary relief, such monetary award shall be paid to Oncor first from the Escrow Account after the judgment in the case is final and non-appealable. Otherwise, the funds in the Escrow Account shall be returned to the City after the judgment is final and non-appealable. As used in this Paragraph 3.c, "monetary relief" shall mean the amount of any damages, interest, attorneys' fees, or court costs awarded in the judgment. The parties further agree that neither of them shall receive a double recovery of

damages in such a lawsuit and that neither of them will seek a double recovery of damages in such a lawsuit.

e. Any statutes of limitations regarding any issues arising out of, or relating to, the Dispute are tolled during the pendency of this Agreement.

4. Upon the earlier of the entry of final, non-appealable judgment in the Lawsuit or the approval and execution of a new Franchise Agreement between the Parties, this Agreement shall automatically terminate and be of no further force and effect, provided, however, that (a) the tolling of statute of limitations provided in Paragraph 3.e above and any cause of action for this Agreement's breach shall survive this Agreement's termination, and (b) the funds in the Escrow Account shall be distributed as provided in Paragraph 3 above.

5. Except with respect to the handling of the cost of relocating Oncor facilities for Projects, nothing in this Agreement shall be deemed to alter, modify, supersede, or replace the terms of the current Franchise Agreement between the Parties.

6. This Agreement may not be assigned without the express written consent of the non-assigning Party.

7. This Agreement may only be amended by the mutual written agreement of the Parties.

8. Any notice or invoice required or permitted to be delivered hereunder shall be deemed received three 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: 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 Oncor:

Oncor Electric Delivery Company, LLC  
Attn: Howard V. Fisher  
1616 Woodall Rogers Freeway, Suite 6065  
Dallas, Texas 75202

9. The Parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue for any lawsuit arising out of, or relating to, this Agreement shall be in a Texas state district court for Collin County, Texas.

10. The existence and the terms of this Agreement shall not be admissible for any purpose in any lawsuit other than one relating to this Agreement's interpretation or breach.

11. Each Party acknowledges that it (a) was represented by counsel of its choosing in the negotiation of this Agreement, and (b) is relying solely on its own judgment and advice of its counsel in entering into and executing this Agreement and not on any statements or representations of the other Party or its counsel.

12. Each Party represents that the person signing this Agreement on its behalf has duly authorized by the Party to do so.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of August \_\_,  
2014.

**ONCOR ELECTRIC DELIVERY COMPANY LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**THE CITY OF PLANO, TEXAS**

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		August 11, 2014		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): <b>Doris Carter, ext. 5350</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, changing the street name of the section of J Avenue, within the City of Plano, Collin County, Texas, between 15th Street and 15th Place to Alex Schell Place; providing for a change in the official records to reflect such action; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		0	55,592	0
Encumbered/Expended Amount		0	-31,241	0
This Item		0	-760	0
BALANCE		0	23,591	0
<b>FUND(S):    GENERAL FUND</b>				
<p><b>COMMENTS:</b> The costs associated with this item include the replacement of current street signs with the new street name. This item, in the amount of \$760, will leave a current year balance of \$23,591 available for other material and supply expenditures by the Planning Department.</p> <p><b>STRATEGIC PLAN GOAL:</b> Updating signage to reflect the new name of a street relates to the City's goals of Safe Large City and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Earlier this year, the City received a request to honor the significant contributions of A. R. "Alex" Schell, III, to the city of Plano. As a result, a change is proposed to name a section of J Avenue after Mr. Schell as "Alex Schell Place", appropriately located adjacent to the Schell Agency in downtown Plano. The attached letter from Mr. Jamie Schell details the work of Alex Schell to benefit the community. An ordinance is being proposed to affect this change.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Letter of Request				
Ordinance				

James F. "Jamie" Schell  
c/o A. R. Schell & Son Agency, Inc.  
1001 E. 15<sup>th</sup> Street, Suite 100  
Plano, Texas 75074  
(972) 423-4546 W  
(972) 740-4739 M

Friday, February 07, 2014

Hon. Harry LaRosiliere, Mayor  
Mr. Bruce Glasscock, City Manager  
City of Plano, Texas

Re: Naming Request

Dear Harry and Bruce,

I am writing to you on behalf of my family – Shirley Schell, Richard Schell, Margaret Schell Thurmond, and myself – to request serious consideration for the naming of a city asset to honor my father, A. R. Schell, III, and his longtime contributions to this city.

We respectfully request that this be something worthy of these very meaningful contributions, spanning seven decades of service.

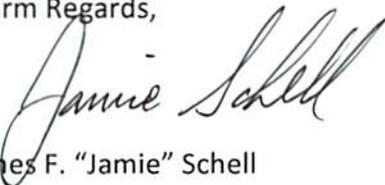
Please consider the following:

- Street or Road
- Park or Plaza
- City facility

Attached to this request is a brief history highlighting some of the more meaningful service accomplishments of A. R. "Alex" Schell, III.

Please let me know if there is anything you need from us to facilitate this process.

Warm Regards,

  
James F. "Jamie" Schell

Enclosure: A. R. Schell, III - bio

RECEIVED

FEB 7 2014

City Manager's Office  
Bruce D. Glasscock

BG

## A. R. "ALEX" SCHELL, III

A. R. "Alex" Schell, III (1922-2010), a prominent lifelong citizen of Plano, followed the path of civic leadership established by his father and grandfather. He was the son and only child of A. R. Schell, Jr., the longest serving Mayor of Plano (8 terms from 1932-1948) and Irene Schimelpfenig Schell, whose family moved to Plano in 1878. Alex's grandfather Fred Schimelpfenig also served two terms as Mayor of Plano at the turn of the 20<sup>th</sup> century. He also owned one of the first businesses in downtown Plano, opening Schimelpfenig Dry Goods store in 1878.

Alex attended Plano schools through all grades and was the Valedictorian of his 1940 high school class. He served in the United States Navy in the Pacific Theatre during WWII. After service in the Navy he attended Southern Methodist University, graduating in 1948. On September 18, 1948 he married Shirley Carter and together they raised three children - Richard, Margaret and Jamie. Throughout Alex's life he served the city, business community and his church in many capacities. His decades of service were marked by an unselfish devotion to the community and by key leadership roles and long tenures. The positive impact of his life's work is woven into the fabric and history of Plano in numerous and meaningful ways, some of which are highlighted below.

### Selected Service Highlights

#### City

- City of Plano
  - Plano City Council
    - two terms
    - Mayor Pro Tem
  - Charter Review Commission – four terms
  - Capital Improvement Bond Committee – Chairman
  - City Streets – Alex was tasked with renaming all streets in the central city area of Plano by his father, Mayor A R Schell, Jr., while attending SMU schools of engineering and business in the 1940's
- North Texas Municipal Water District – Board of Directors
  - Plano's appointed representative for 45 consecutive years of service, 1964 – 2010, the longest tenure for board service of any of the 13 member cities since NTMWD's inception. Alex served as Plano's sole representative for several years before Plano was allocated a second representative to the board. During his board tenure he appeared multiple times before congressional hearing panels representing Plano and NTMWD.
  - President – 6 terms: elected four times, and served as interim President twice

## Community

- LegacyTexas Bank – Board of Directors: 45 consecutive years of service, 1964 – 2010, the longest tenure for board service since bank's inception.
- Plano Chamber of Commerce
  - "Special Award of Merit" award recipient, 1986 (award for meritorious service to the city)
  - Board of Directors
- Plano Rotary Club
  - Member (1948 – 2009) 61 years - longest tenure for perfect attendance and membership in club history
  - President
  - Paul Harris Fellow (one of the first in the club)
- United Fund of Plano (The United Way) – Chairman

## Church

### First United Methodist Church - Plano

- Lifelong member
- Board of Trustees – Chairman (multiple years)
- Administrative Board – Chairman
- Staff/Parish Relations Committee – Chairman
- Finance Committee – Chairman
- Capital Fund Program "Enrich the Future" – Chairman

### North Texas Conference for the United Methodist Church

- Trustee
- Church Development committee – Lay representative
- District Committee on Ordained Ministry – Lay representative

## Business

### A. R. Schell & Son Agency, Insurance

- Owner/Partner – Joined his father in 1948 and worked until late 2009.
  - The Schell Agency has been in downtown Plano since its inception in 1930 (entering its 85th year)
  - Businesses owned/operated by the Schell-Schimelpfenig family have been in operation in downtown Plano since 1878

**An Ordinance of the City of Plano, Texas, changing the street name of the section of J Avenue, within the City of Plano, Collin County, Texas, between 15th Street and 15th Place to Alex Schell Place; providing for a change in the official records to reflect such action; and providing an effective date.**

**WHEREAS**, the City Council has determined that J Avenue from 15th Street to 15th Place should be renamed to Alex Schell Place to honor Alexander Schell III for his years of public service to the City of Plano and the North Texas Municipal Water District;

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

**WHEREAS**, the City Council, upon full consideration of the recommendation of city staff and all matters attendant and related thereto, is of the opinion and finds that this segment of J Avenue should be changed to Alex Schell Place and that the official records of the city be amended to reflect this street name change.

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

**Section I.** The section of J Avenue between 15th Street and 15th Place, within the city limits of the City of Plano, Collin County, Texas, is hereby changed to “Alex Schell Place”.

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

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

**PASSED AND APPROVED THIS THE 11TH DAY OF AUGUST, 2014**

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

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/11/14		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Anita Bell, 7194</b>				
<b>CAPTION</b>				
A Public Hearing on the FY 2014-15 Recommended Budget and the FY 2014-15 Proposed Community Investment Program (CIP).				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):    N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: A Public Hearing on the Recommended Budget and Proposed CIP relates to the City's goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
This is a required Public Hearing to consider the FY 2014-15 Recommended Budget and the FY 2014-15 Proposed Community Investment Program (CIP).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Ag Public Hearing on 2014-15 Rec. Budget and CIP				



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		8/11/14			
Department:		Budget & Research			
Department Head		Karen Rhodes-Whitley			
Agenda Coordinator (include phone #): <b>Anita Bell, 7194</b>					
<b>CAPTION</b>					
A vote on a proposal to consider an increase in the total tax revenue.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	140,877,479	<b>140,877,479</b>
BALANCE		0	0	140,877,479	<b>140,877,479</b>
<b>FUND(S):    GENERAL FUND, GENERAL OBLIGATION DEBT FUND, &amp; TIF</b>					
<p><b>COMMENTS:</b> The 2014-15 Certified Appraisal Roll will generate revenues of approximately \$140,877,479, at the proposed rate of 48.86 cents per \$100 of assessed property value. This amount has been included in the 2014-15 Recommended Budget.</p> <p><b>STRATEGIC PLAN GOAL:</b> Approving the increase in tax revenues relates to the City's goal of Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
If the Council intends to propose a tax rate that will increase tax revenue over the effective tax rate, then it must take a vote for the record regarding each council member's position on the proposal.					
List of Supporting Documents: Truth in Taxation Presentation			Other Departments, Boards, Commissions or Agencies		

# Property Tax Rate Overview

*Monday, August 11, 2014  
7:00 p.m.*



# TRUTH-IN-TAXATION LAW

- If a proposed tax rate exceeds the rollback or the effective tax rate, whichever is lower, the taxing unit's governing body must vote to place a proposal on the agenda of a future meeting as an action item.
- The vote must be recorded.
- Proposal must specify a tax rate – Adopted tax rate cannot go above the rate voted on by Council. **Vote scheduled for Monday, August 11, 2014.**
- Debt rate is set at 14.48 cents and cannot be changed.
- Proposed Tax Rate is 48.86 cents.



# TAX RATE CALCULATIONS

Effective Tax Rate  
Rollback Tax Rate



***The **Effective Tax Rate** is basically the tax rate you would pass to collect the same tax revenue as last year (FY 2013-14) using this year's (FY 2014-15) appraised values.***



# EFFECTIVE TAX RATE

**\$122,426,203**



**FY 2013-14  
Adjusted Total  
Property Taxes**



**\$26,065,692,085**



**FY 2014-15  
Adjusted Total  
Property Value**



**46.96¢**



**This Year's  
Effective Tax Rate**

48.86¢



Proposed  
Tax Rate

—

46.96¢



This Year's  
Effective Tax Rate

=

1.90¢



Difference in  
Tax Rate

\$28,832,885,675



Appraised  
Property Value

x

1.90¢  
(per \$100)



Difference in  
Tax Rate

=

\$5,478,248



Increase in Property  
Tax Revenue



***The **Rollback Rate** allows a taxing unit to raise the same amount for operations as in the prior year plus provides for an additional 8% cushion.***



# ROLLBACK RATE

**\$82,324,975**      **\$26,065,692,085**      **31.58¢**

      ÷            =      

FY 2013-14 Adjusted Operations Property Taxes      FY 2014-15 Adjusted Appraised Value      This Year's Effective Operating Rate

**31.58¢**      **1.08%**      **34.11¢**

      ×            =      

This Year's Effective Operating Rate      The Law      Max Operating Rate



34.38¢



Proposed  
Operating Rate

—

34.11¢



Max Operating  
Rate

=

0.27¢



Tax Rate Difference  
(Above Max  
Operating Rate)

\$28,832,855,675



Appraised  
Property Value

x

0.27¢  
(per \$100)



Tax Rate  
Difference

=

\$778,488



Amount Above  
Roll Back

# Rollback O&M History

- Since 1996 the City of Plano has been:
  - Even with the rollback rate twice in 1996 & 1997
  - Over the rollback rate six times
    - 1998 by .0072 cents
    - 2000 by .0077 cents
    - 2002 by .0050 cents
    - 2003 by .0036 cents
    - 2007 by .0055 cents
    - 2015 by .0027 cents
- If a taxing unit adopts a tax rate over the rollback rate, 7% of the registered voters shown on the most recent official list must sign the petition for an election to occur.
- If the rollback election passes, taxing unit must reduce its tax rate for the current year to the rollback rate.





# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/11/14		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Anita Bell, 7194</b>				
<b>CAPTION</b>				
Discussion of the FY 2014-15 Proposed Community Investment Program.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):    CAPITAL PROJECT FUNDS</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
<b>SUMMARY OF ITEM</b>				
Presentation by staff on the various projects included in the FY 2014-15 Proposed Community Investment Program.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Agenda, P&Z Letter and Presentation				
Ag 213 Discussion of Proposed CIP				

## City Council Worksession

On the 2014-15 Proposed Community Investment Program

Senator Florence Shapiro Council Chambers, Plano Municipal Center

1520 K Avenue, Plano, Texas

Monday, August 11, 2014, 7:00 p.m.

<u>Community Investment Program Area</u>	<u>Presenter</u>
Overview	Glasscock
Parks <ul style="list-style-type: none"><li>• Recreation Centers Bond Program</li><li>• Park Improvements Bond Program</li><li>• Park Fee Program</li><li>• Parks Capital Reserve</li></ul>	Fortenberry
Streets <ul style="list-style-type: none"><li>• Street Improvements</li></ul>	Carr
Municipal Drainage	Carr
Water & Sewer <ul style="list-style-type: none"><li>• Water Improvements</li><li>• Sewer Improvements</li></ul>	Carr
Municipal Facilities <ul style="list-style-type: none"><li>• Fire Facilities Bond Program</li><li>• Facilities Capital Reserve</li></ul>	Razinha
Public Works <ul style="list-style-type: none"><li>• Streets Capital Reserve</li></ul>	Cosgrove



City of Plano  
1520 K Avenue  
Plano, TX 75074

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

August 4, 2014

Honorable Mayor and City Council  
City of Plano  
PO Box 860358  
Plano TX 75086-0358

RE: Review of Community Investment Program for Consistency with the Comprehensive Plan

Dear Mayor LaRosiliere and Council Members:

The Planning & Zoning Commission reviewed the proposed Community Investment Program (CIP) items for the 2014-15 budget year. The Commission found the CIP to be consistent with the Comprehensive Plan's recommendations for growth management and facility and infrastructure maintenance. The program also addresses present trends in development and population growth.

The Commission appreciates the opportunity to review the CIP and to present our comments.

Sincerely,

Richard Grady  
Chairman  
Planning & Zoning Commission

xc: Planning & Zoning Commission  
Jack Carr, P.E., Director of Engineering  
Gerald Cosgrove, P.E., Director of Public Works  
Christina Day, Director of Planning

*Proposed*

**C**ommunity  
**I**nvestment  
**P**rogram

**2014**



# CIP Projects

## Funding Categories

Parks and Recreation

Street Improvements

Municipal Drainage

Water Projects

Sewer Projects

Facility Projects

Capital Reserve



# PARKS AND RECREATION FUNDING SOURCES

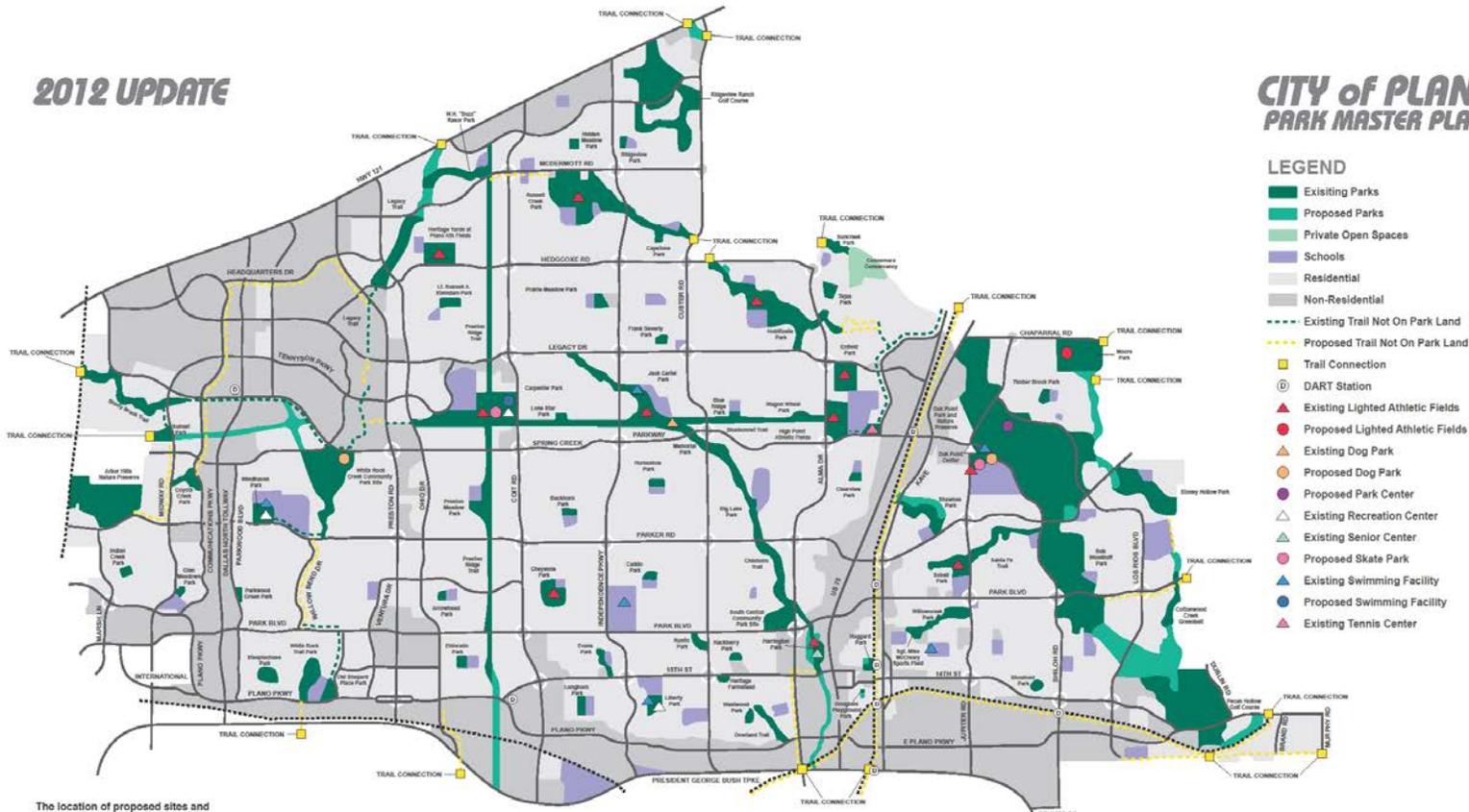
- **BOND PROGRAM**
  - Recreation Centers \$9,240,000
  - Park Improvements \$19,889,000
- **PARK FEE PROGRAM** \$840,000
- **PARKS CAPITAL RESERVE FUND** \$6,935,000
- **STREET ENHANCEMENT PROJECTS** \$1,000,000



# Park Master Plan

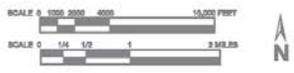
2012 UPDATE

## CITY of PLANO PARK MASTER PLAN



- LEGEND**
- Existing Parks
  - Proposed Parks
  - Private Open Spaces
  - Schools
  - Residential
  - Non-Residential
  - Existing Trail Not On Park Land
  - Proposed Trail Not On Park Land
  - Trail Connection
  - DART Station
  - Existing Lighted Athletic Fields
  - Proposed Lighted Athletic Fields
  - Existing Dog Park
  - Proposed Dog Park
  - Proposed Park Center
  - Existing Recreation Center
  - Existing Senior Center
  - Proposed Skate Park
  - Existing Swimming Facility
  - Proposed Swimming Facility
  - Existing Tennis Center

The location of proposed sites and facilities is subject to change. Adopted by the City Council, March 6, 2012.



# Recreation Center Projects

05/09 Carpenter Rec. Center Pool	\$1,940,000
13 Jack Carter Pool	\$2,800,000
09 Oak Point Rec. Center Exp.	\$4,000,000
09 Senior Center Expansion	\$500,000
<b>Total</b>	<b>\$9,240,000</b>



# 05/09 Carpenter Recreation Center Pool

## \$1,940,000

### Floor Plan



# 13 Jack Carter Pool \$2,800,000



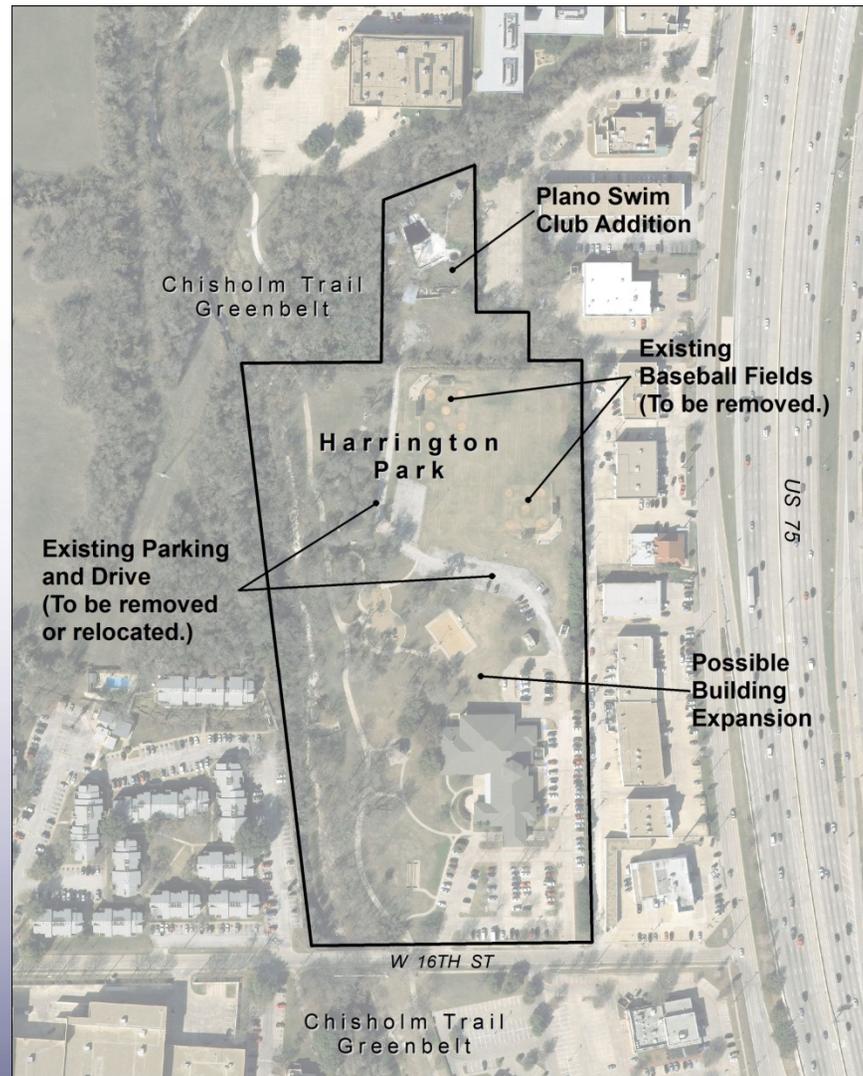
# Oak Point Recreation Center Expansion

## \$4,000,000



# 09 Senior Center Expansion

## \$500,000



# Park Improvement Projects

09 Athletic Field Imp./Renovations	\$2,000,000
09/13 Oak Point Park	\$4,250,000
09/13 Park Improvements	\$2,850,000
09/13 Trails	\$3,640,000
09 Windhaven Meadows Park (White Rock Creek)	\$2,000,000



# Park Improvement Projects

13 Carpenter Park Renovation	\$300,00
05 Douglass Area Land/Neighborhood Park	\$124,000
05 Legacy Trail	\$500,000
05 Maintenance Facilities	\$700,000

# Park Improvement Projects

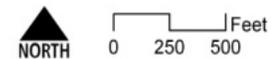
05 Oak Point Nature & Retreat Center	\$2,600,000
05 Special Use Facilities	\$925,000
<b>Total</b>	<b>\$19,889,000</b>

# Athletic Field Imp./Renovations

## \$2,000,000



 **Russell Creek Park**



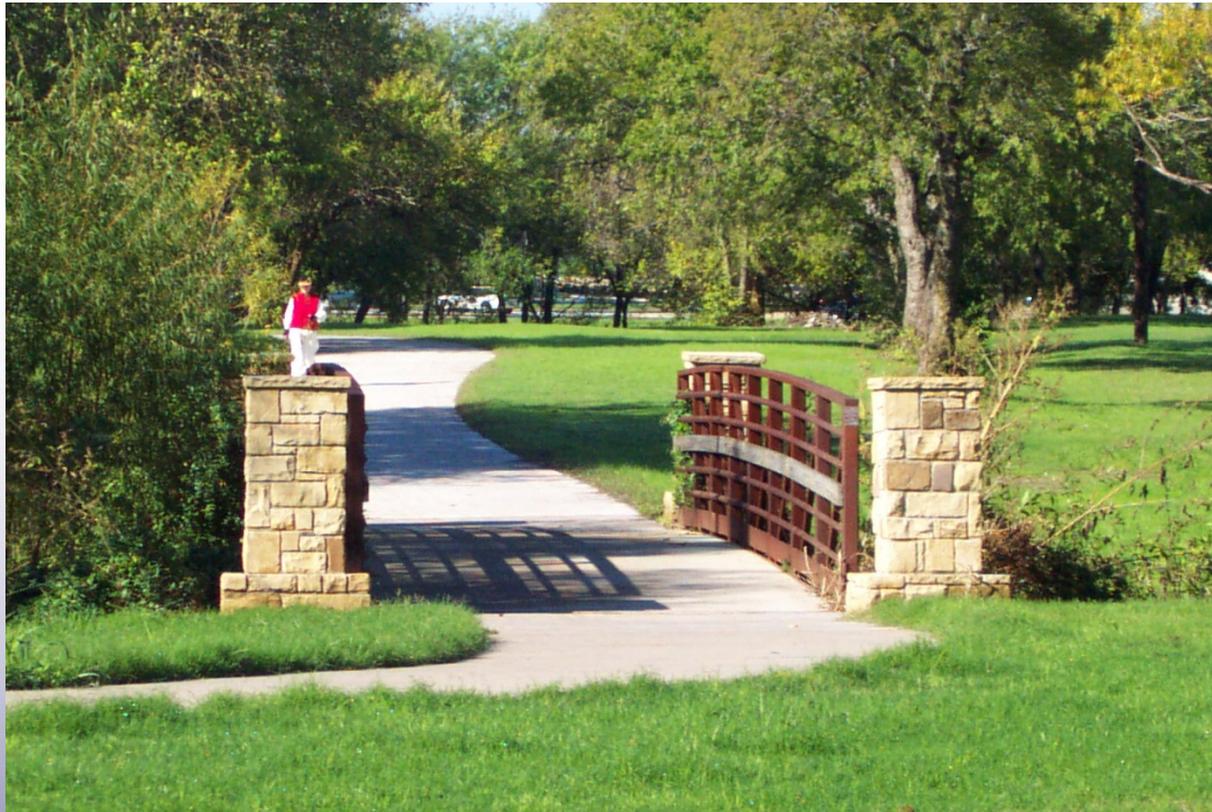
# 09/13 Oak Point Park \$4,250,000



# 09/13 Park Improvements \$2,850,000



# 09/13 Trails \$3,640,000



# 09 Windhaven Meadows Park

## \$2,000,000



 **WINDHAVEN MEADOWS PARK**  
PLANO, TEXAS

# 13 Carpenter Park Renovation \$300,000



City of Plano,  
Park Development & Planning

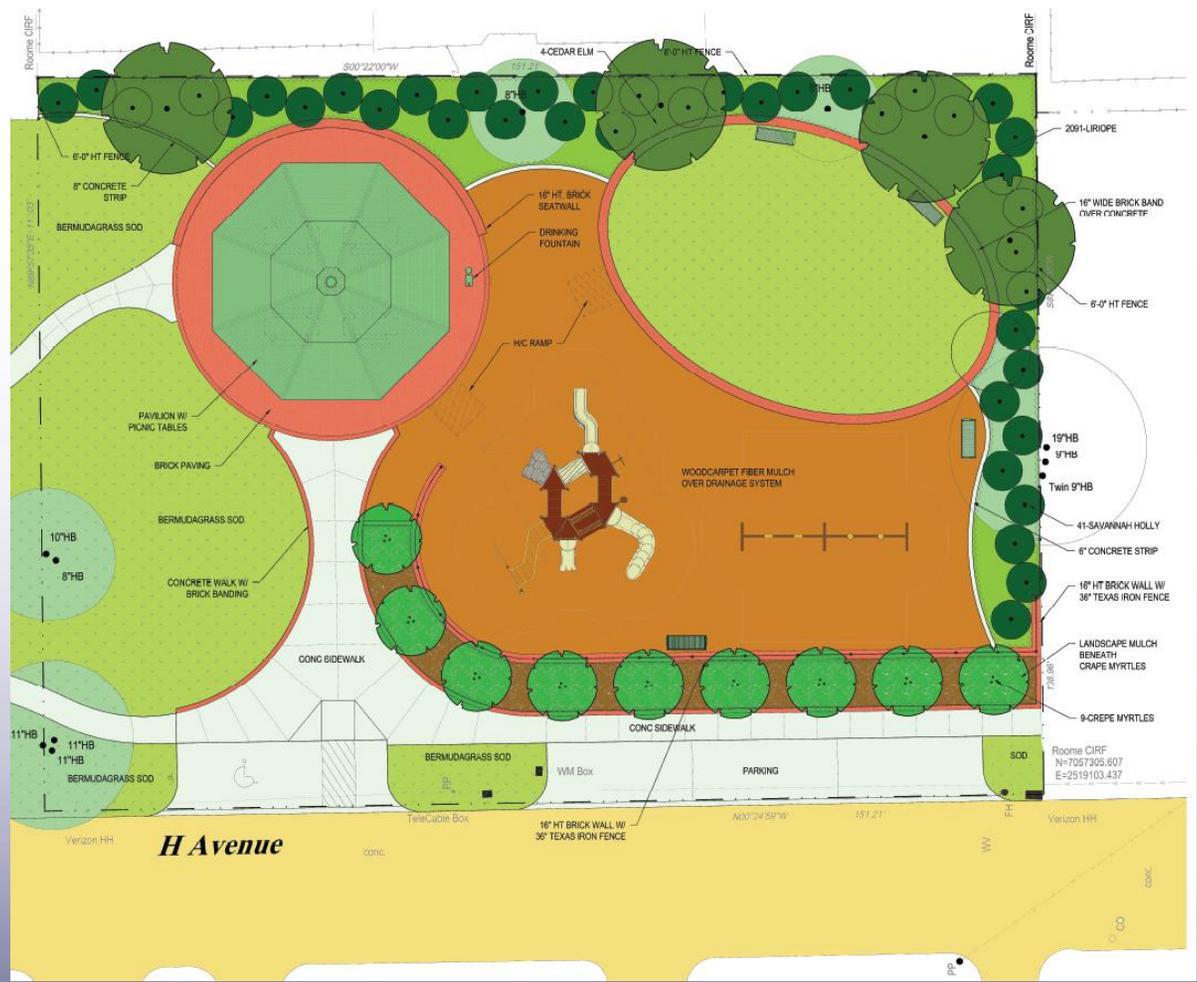
*Carpenter Park*

Print #101013848  
Date: 10/13/10  
Lat/Lon: 33.063285 -96.771868

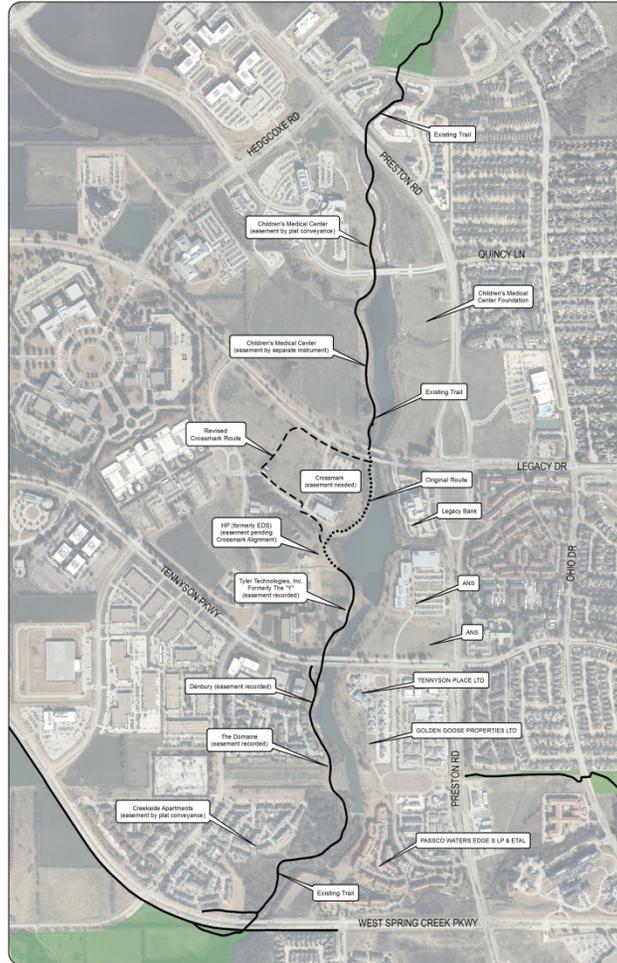
 Aerial Photography, Inc. 954-568-0484

# 05 Douglass Area Land/Neighborhood Park

## \$124,000



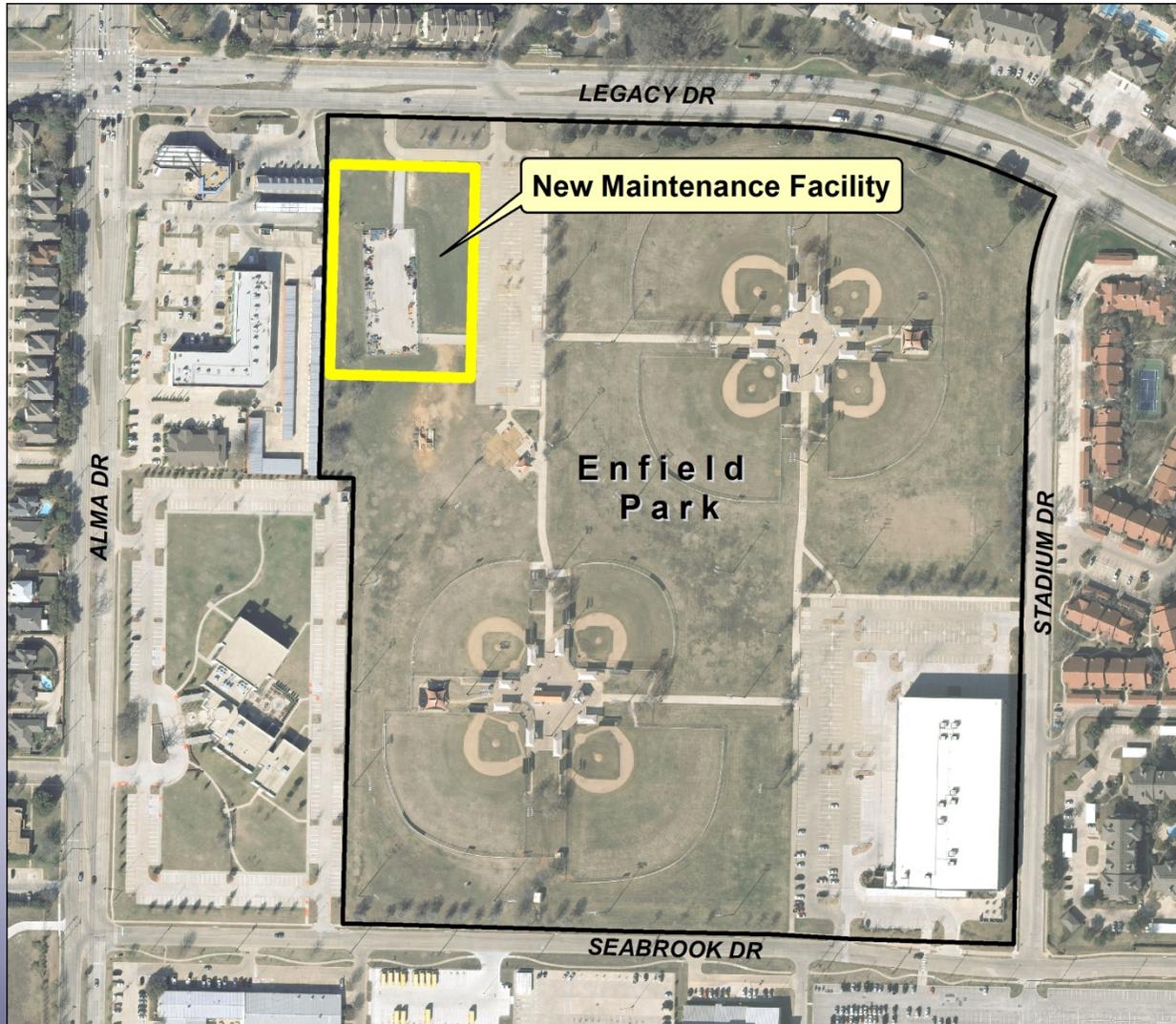
# 05 Legacy Trail \$500,000



Plano City of Excellence Legacy Trail Alignment 0 0.1 0.2 Miles NORTH

# 05 Maintenance Facilities

## \$700,000



# 05 Oak Point Park Nature and Retreat Center \$2,600,000



# 05 Special Use Facilities

## Skate Park

\$925,000



# Park Fee Projects

3 Cities Trail Connection	\$350,000
Legacy Trail	\$230,000
Breckenridge Trail (Southeast Trail)	\$160,000
White Rock Creek Greenbelt	\$100,000
<b>Total</b>	<b>\$840,000</b>

# Capital Reserve - Parks

Athletic Field Renovations	\$1,200,000
City House	\$500,000
Community Park Renovations	\$700,000
Double Check Replacements	\$25,000
Interurban Building	\$20,000



# Capital Reserve - Parks

Irrigation Renovations	\$400,000
Living Screen Replacements	\$250,000
Median Renovations	\$175,000
Neighborhood Park Renovations	\$450,000
Oak Point Recreation Center	\$950,000

# Capital Reserve - Parks

Park Signage Replacements	\$15,000
Park Structures and Equipment	\$300,000
Playground Replacements	\$450,000
Pool Equipment	\$150,000
Public Building Landscapes	\$200,000

# Capital Reserve - Parks

Recreation Center Equipment	\$100,000
Trail Repairs	\$950,000
Tree Replacements	\$100,000
<b>Total</b>	<b>\$6,935,000</b>

# Park Projects

## Street Enhancement

Downtown Enhancements	\$500,000
Landscape Entryways	\$500,000
<b>Total</b>	<b>\$1,000,000</b>

# STREET IMPROVEMENTS

## Funding Sources

Bond Funds	\$ 12,457,700
Capital Reserve Funds	\$ 20,434,000
Other Funds	\$24,091,400
– Collin County	12,866,100
– NCTCOG	1,018,000
– RTR Funds	6,928,000
– TxDOT/Federal	2,978,500
– Eastside TIF	300,000



# STREET IMPROVEMENTS

## Project Types

Street Construction	\$14,908,000
Street Capacity Improvements	\$14,791,100
Street Design Projects	\$1,807,000
Miscellaneous	<u>\$4,298,000</u>
Total	\$35,804,100

# Street Construction Projects

Total - \$14,908,000

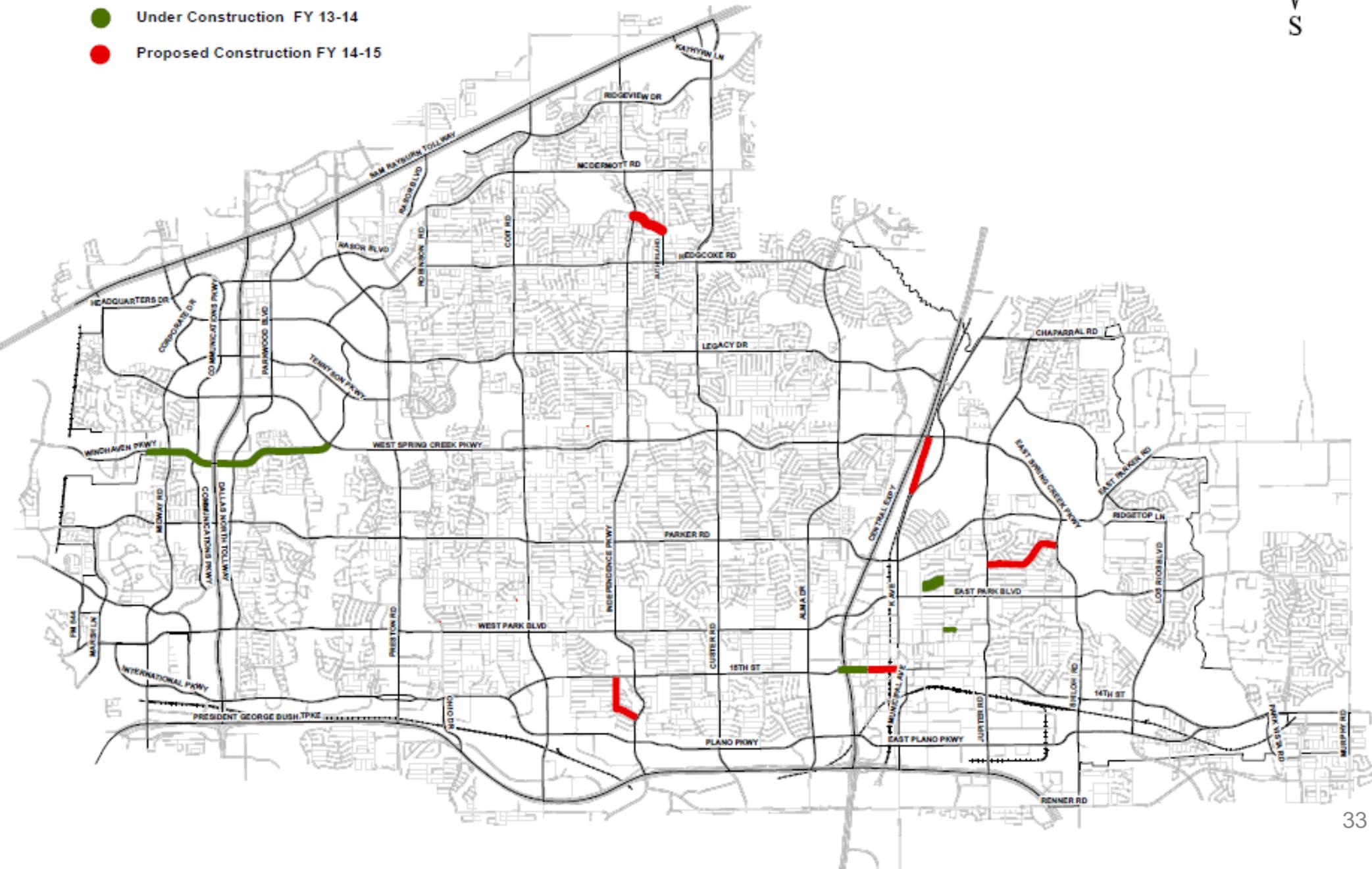
- 15<sup>th</sup> Street – G Avenue to US 75
- Downtown Brick Pavers & Pavement
- Royal Oaks Drive
- Russell Creek Drive
- Split Trail Drive
- Windhaven – City Limit to Spring Creek



# Street Construction Projects



- Under Construction FY 13-14
- Proposed Construction FY 14-15



# Street Capacity Projects

Total - \$14,791,100

## Intersection Improvements

- Coit at 15<sup>th</sup>  
Custer at Plano Pkwy
- Jupiter at PGBT
- Plano Pkwy & Los Rios Blvd
- DNT at Park, Parker  
Alma at Spring Creek

## Corridor Improvements

- Independence Pkwy
- Legacy Drive
- Park Boulevard
- Parker Road



# Street Design Projects

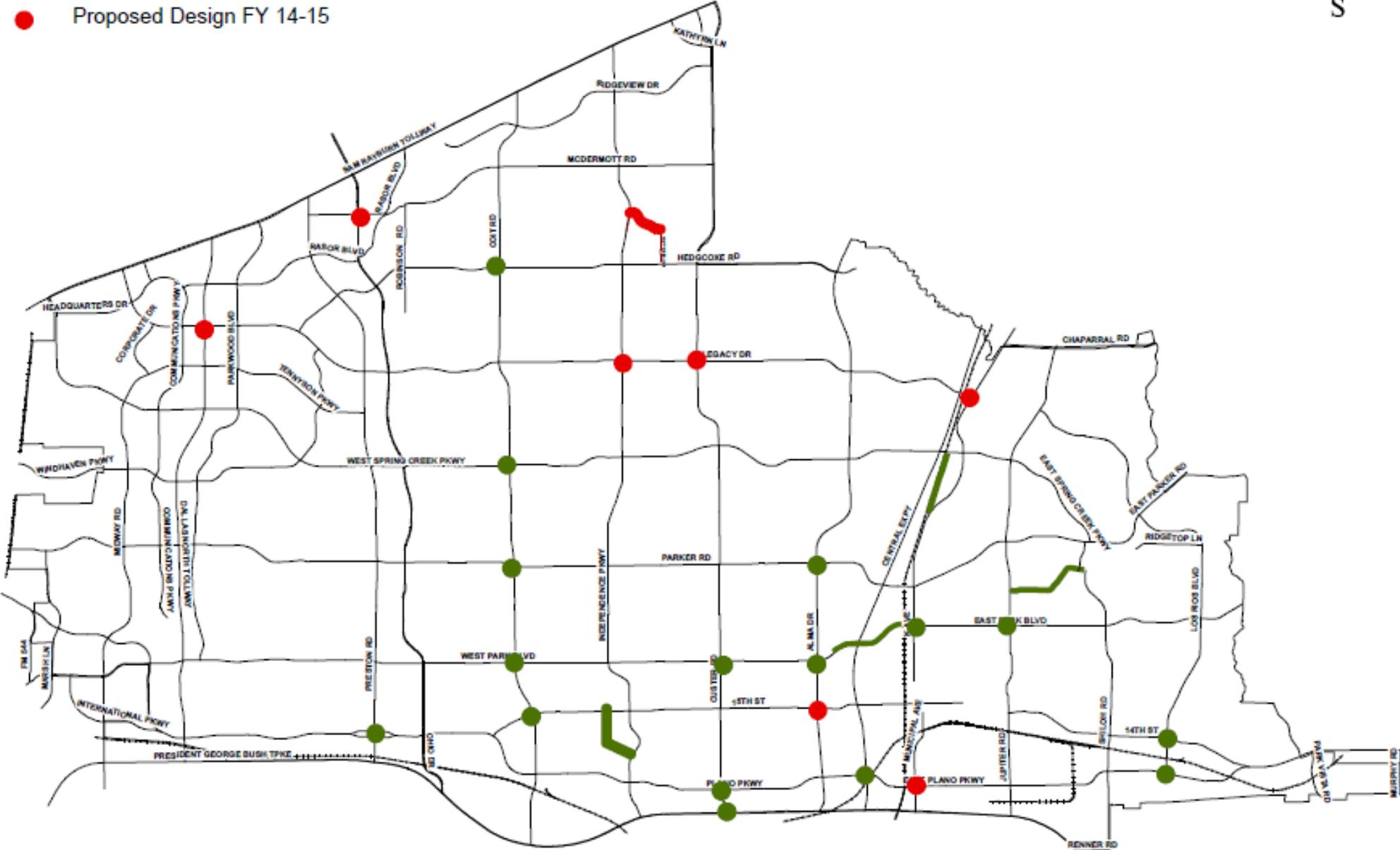
Total - \$1,807,000

- Dallas North Estates
- Downtown Brick Pavers & Pavement
- Preston / PGBT Intersection Imp.
- Preston / Plano Parkway Intersection
- US 75 from PGBT to Plano Parkway
- Spring Creek at Coit Intersection

# Street Design Projects



- Under Design FY 13-14
- Proposed Design FY 14-15

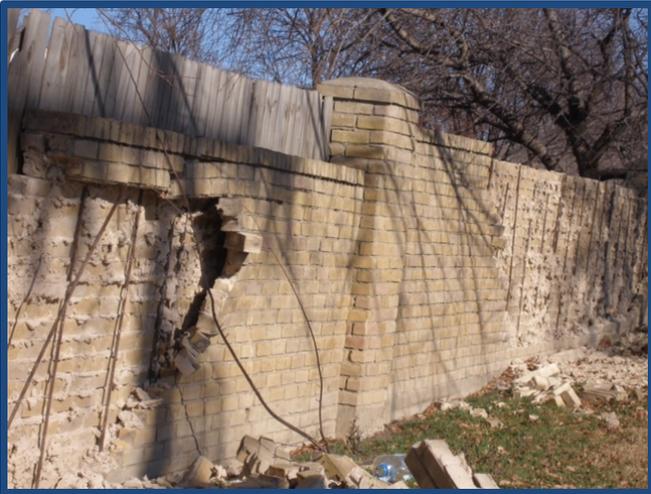


# Street – Miscellaneous Projects

Total - \$4,298,000

- Median Landscaping
- Computerized Traffic Signal System
- Bridge Inspection & Repair
- Park Blvd / US 75 Pedestrian Crossing
- Traffic Signalization & Street Lighting
- Screening Walls at Custer & Independence

# Screening Wall Projects



- Independence Pkwy
  - Hagen to Ridgeview
- 15<sup>th</sup> Street
  - Cloister to Stratford
- Custer Rd
  - Baffin Bay to Macao Alley
  - Cross Bend to Pleasant Valley
  - Apple Valley to Private Wall

# MUNICIPAL DRAINAGE FUND

## Erosion Control Projects

Total - \$2,860,000

- Valley Creek & Stone Creek
- Padre, Dunmoor, Buckboard
- London & Creekside
- Erosion Protection in Parks
- Arbor Hills Nature Preserve

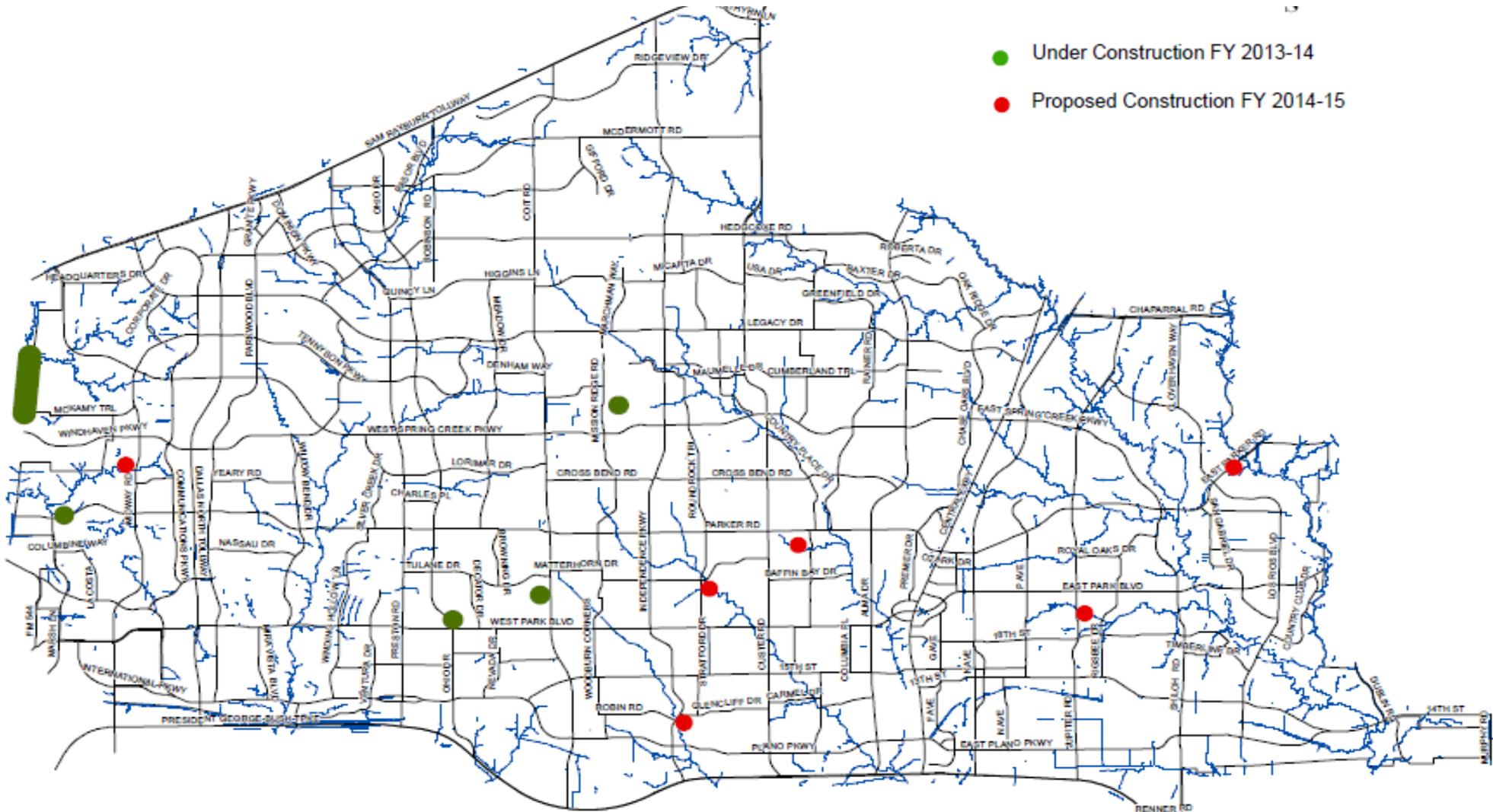
# MUNICIPAL DRAINAGE FUND

## Miscellaneous Projects

Total - \$2,454,000

- BNSF/Kings Ridge Drainage
- East Side Drainage Improvements (Rowlett Creek)
- Misc. Drainage Improvements
- Flood Control Structures
  - Shawnee Park
  - White Rock Creek Trail
  - Russell Creek Park

# MUNICIPAL DRAINAGE FUND Miscellaneous Projects



# WATER IMPROVEMENT FUND

Total - \$13,079,000

- Repaint Jupiter & Coit Elevated Tanks
- Rehabilitation Stadium Pump Station
- US 75 Water Line
- Misc. Waterline Rehabilitations

# SEWER IMPROVEMENT FUND

Total - \$10,564,000

- Aerial Crossing – Oak Hollow/Brandon Court
- Repair 12 Aerial Sewer Crossings
- White Rock Creek and Prairie Creek
- Redevelopment Capacity Improvements
- SW Downtown Sewer

# FACILITY IMPROVEMENTS

## Funding Sources

Bond Funds	\$7,125,000
Capital Reserve Funds	\$4,105,700



# FACILITY IMPROVEMENTS BOND PROJECTS

## Fire Stations Renovations:

FS Nos. 2 & 6, Police Substation	\$4 M
----------------------------------	-------

Fire Station No. 1 & Fire Admin	\$3 M
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# Capital Reserve - Facilities

Energy Reduction	\$ 100 K
Backflow Prevention	\$ 120 K
Fire Station 1/Admin	\$ 765 K
Fire Station 9	\$ 150 K

# Capital Reserve - Facilities

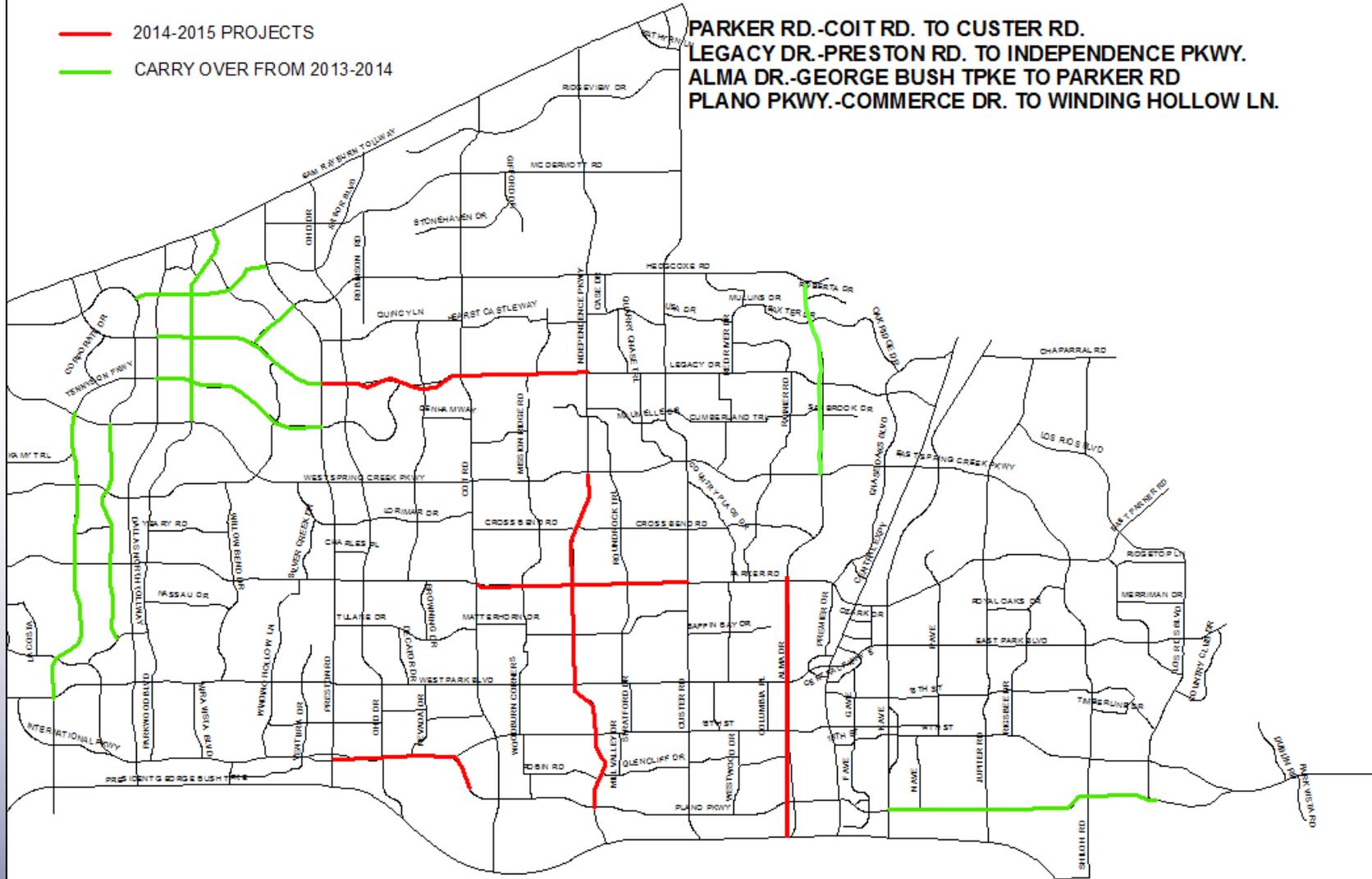
Harrington Library	\$ 185 K
Municipal Center	\$ 785 K
Oak Point Rec Center	\$ 1 M
Ridgeview Pump Station	\$290 K

# CITY OF PLANO PUBLIC WORKS

## 2014 - 2015 ARTERIAL CONCRETE PAVEMENT REHAB PROJECTS

- 2014-2015 PROJECTS
- CARRY OVER FROM 2013-2014

**PARKER RD.-COIT RD. TO CUSTER RD.  
 LEGACY DR.-PRESTON RD. TO INDEPENDENCE PKWY.  
 ALMA DR.-GEORGE BUSH TPKE TO PARKER RD  
 PLANO PKWY.-COMMERCE DR. TO WINDING HOLLOW LN.**



5/6/14  
 Public Works Department





# Community Investment Program

## Projects by Public Works - Streets

Residential Street & Alley	\$5,000,000
Arterial Concrete Repair	5,000,000
Pavement Maintenance	3,500,000
Undersealing	2,000,000
Screening Wall Reconstruction	1,300,000

# Community Investment Program

## Projects by Public Works

Sidewalk Repair	\$1,200,000
Traffic Signalization Upgrade	1,000,000
Pavement Markings/Buttons	600,000
Street Condition Inventory	300,000
Street Name Sign Replacement	200,000



# Community Investment Program

## Projects by Public Works

Concrete	200,000
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Facilities Parking Lot Striping	175,000
---------------------------------	---------

Traffic Guardrails	100,000
--------------------	---------

<b>Total</b>	<b>\$20,575,000</b>
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# Community Investment Program

## Projects by Public Works – W/WW

Inflow - Infiltration Repairs	\$2,000,000
Manhole Sealing	1,000,000
Pump Station Rehab	450,000
<b>Total</b>	<b>\$3,450,000</b>



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		August 11, 2014		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): <b>Karen Suiter x7566</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, supporting an application for four percent housing tax credit (HTC) financing to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed senior multifamily residential development project, legal description Hillary Acres Addition, Block A, Lot 2; and designating the City Manager, or his designee, to certify this resolution to TDHCA; and declaring an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):     N/A</b>				
<p><b>COMMENTS:</b> This item has no fiscal impact.  <b>STRATEGIC PLAN GOAL:</b> Supporting an application for four percent housing tax credit financing (HTC) relates to the City's goal of Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
<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 Villas Gateway Senior Housing. A public hearing is noticed to solicit comments regarding the proposed development and application submittal.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo, Resolution				



# Memorandum

**Date:** July 31, 2014

**To:** Bruce D. Glasscock, City Manager  
Frank F. Turner, Deputy City Manager

**From:** Shanette Brown, Community Services Manager

**Subject:** **City Support of a Housing Tax Credit Application**

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. The 2010-2014 Consolidated Plan of Housing and Community Development Needs (Plan) highlights the unmet housing affordability that low income renters experience. Moreover, the Plan includes the decent housing strategy of encouraging the provision of decent, safe, and affordable housing for low and moderate income and special needs residents.

Housing Tax Credits (HTC) is one way that the State, through the Texas Department of Housing and Community Affairs (TDHCA), promotes the development of affordable rental housing for low income households. These rental units are then leased to qualified households at below market rate rents. The HTC program provides a source of equity financing for the development of affordable housing and assists creating and maintaining the affordable housing stock in communities.

On November 18, 2013, the City of Plano Planning & Zoning Commission approved a preliminary site plan for Villas Gateway Senior Housing. In accordance with Subsection 3.115 (Retirement Housing) of the Zoning Ordinance, the 7.1± acres, 300 unit development is classified as an independent living facility. The development is located on the west side of Shiloh Road, 700± feet north of Wynview Drive. Consistent with the ordinance, residents will be 55 years of age or older. The preliminary site plan was approved 6-0 without stipulations and is attached. The site plan and civil engineering package for the site have been submitted and are currently under review.

The development is a joint venture between Plano Housing Corporation, a local Community Housing Development Organization (CHDO), and TX Collin Apartments, L.P. Plano Housing Corporation is the general partner and thereby owns and controls the development, and TX Collin Apartments is the limited partner serving as the tax credit investor. The co-developers are requesting the city's support on a four percent HTC application that will be submitted to TDHCA. The majority of units will be restricted to individuals making 60% or less of the area median income.

Texas Government Code §2306.67071 and Texas Administrative Code §10.204(4) requires the City to hold a public hearing and state their support through a resolution prior to HTC application submittal.

Attachment: Preliminary Site Plan



**A Resolution of the City Council of the City of Plano, Texas, supporting an application for four percent housing tax credit (HTC) financing to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed senior multifamily residential development project, legal description Hillary Acres Addition, Block A, Lot 2; and designating the City Manager, or his designee, to certify this resolution to TDHCA; and declaring an effective date.**

**WHEREAS**, TX Collin Apartments L.P. has proposed an independent senior housing development with affordable rental housing of up to 300 units that will be located in the Plano Gateway master planned development on the site zoned for independent senior living located on the west side of Shiloh Road, 700± feet north of Wynview Drive in the City of Plano, Collin County, TX; and

**WHEREAS**, TX Collin Apartments L.P. will submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2014-2015, non-competitive, four percent Housing Tax Credits and to Collin County Housing Finance Corporation or another qualified issuer for the issuance of tax exempt bonds for Villas Gateway Senior Housing, Hillary Acres Addition, Block A, Lot 2; and

**WHEREAS**, the application is sponsored by Plano Housing Corporation, a local Community Housing Development Organization (CHDO); and

**WHEREAS**, Plano Housing Corporation will benefit from the development, thereby allowing the organization to assist more Plano residents; and

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

**WHEREAS**, the 2010-2014 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**, it is in the public interest of the citizens of the City of Plano that application be made for such funding; and

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

**SECTION I.** – In accordance with the requirements of Texas Government Code §2306.67071 and Texas Administrative Code §10.204(4):

1. Notice has been provided to the Governing Body, the City of Plano, in accordance with Texas Government Code, §2306.67071(a); and
2. The City of Plano has had sufficient opportunity to obtain a response from the applicant regarding any questions or concerns about the proposed development; and

3. The City of Plano has held a hearing at which public comment may be made on the proposed development site in accordance with Texas Government Code, §2306.67071(b); and
4. After due consideration of the information provided by the applicant and public comment, the City of Plano does not object to and supports the proposed application sponsored with Plano Housing Corporation.

**SECTION II.** – The City Manager, or his designee, is hereby authorized, and directed to provide a certified copy of 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 AUGUST, 2014.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

Approved as to form:

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Paige Mims, CITY ATTORNEY

**DATE:** July 22, 2014  
**TO:** Honorable Mayor & City Council  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of July 21, 2014

**AGENDA ITEM NO. 7A - PUBLIC HEARING  
ZONING CASE 2014-18  
APPLICANT: CORNERSTONE DEVELOPMENT, LTD**

Request for Specific Use Permit for Mini-Warehouse/Public Storage on 4.4± acres located on the south side of Plano Parkway, 1,100± feet east of Midway Road. Zoned Planned Development-112-Retail.

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Recommended for approval with the following stipulations:

1. Maximum unit size: 2,000 square feet
2. A fence not more than six feet in height and at least 50% open in construction may be erected within the front yard setback.

**FOR CITY COUNCIL MEETING OF:** August 11, 2014 (To view the agenda for this meeting, see [www.planotx.gov](http://www.planotx.gov))

**PUBLIC HEARING - ORDINANCE**

ST/dc

xc: Fred Gans, Cornerstone Development  
Wayne Snell, Permit Services Manager

<http://goo.gl/maps/MdyZ1>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

July 21, 2014

**Agenda Item No. 7A**

**Public Hearing:** Zoning Case 2014-18

**Applicant:** Cornerstone Development, LTD

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**DESCRIPTION:**

Request for Specific Use Permit for Mini-Warehouse/Public Storage on 4.4± acres located on the south side of Plano Parkway, 1,100± feet east of Midway Road. Zoned Planned Development-112-Retail.

**REMARKS:**

The applicant is requesting a Specific Use Permit (SUP) for Mini-Warehouse/Public Storage. The Zoning Ordinance defines mini-warehouse/public storage as a building(s) containing separate, individual, self-storage units of 500 square feet or less for rent or lease.

The subject property is zoned Planned Development-112-Retail (PD-112-R) which includes properties bounded by Barksdale Elementary School to the north, Park Boulevard to the south, Plano Parkway to the east, and Midway Road to the west. The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling and warehousing. A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls to both off and onsite conditions.

PD-112-R was originally created in 2000. The properties within the PD were previously zoned Light Industrial-1 (LI-1) and were rezoned in order to create consistency with surrounding land uses. The previous LI-1 zoning allowed for more intense uses by right such as mini-warehouse/public storage and new and used car dealers. The PD was established in order to encourage development which would be more consistent with retail shopping centers, while making allowances for some uses which were permitted within the previous LI-1 zoning. Currently, development within the PD includes retail, restaurant, mini-warehouse/public storage, convenience store with gas pumps, car wash, automobile repair-major, and car dealership uses. PD-112-R allows the following uses by specific use permit: mini-warehouse/public storage, light-intensity

manufacturing; new car dealer and used car dealer, office-showroom/warehouse; and automobile repair-major. Presently there are seven existing SUPs within the PD for day care center, mini-warehouse/public storage, new and used car dealer, automobile repair-major, and drive-in restaurant. Additionally, the PD allows for a maximum building height of ten stories, subject to setbacks from residential zoning districts, as well as allowances for greater floor area ratio and lot coverage.

The subject property is surrounded by properties which are all zoned PD-112-R. The land to the west of the subject property is developed as mini-warehouse/public storage with SUP #440. To the north there is an existing day care center and a retail facility. To the east is an existing retail center, and to the south, is a major auto repair facility currently under construction with SUP #643 currently under development along with an existing auto dealership with SUP #442.

Mini-warehouse/public storage is currently an allowed use by SUP within this PD, but the Zoning Ordinance's definition for mini-warehouse/public storage includes a maximum size limit per unit of 500 square feet. The applicant is requesting to allow a maximum size limit per unit of 2,000 square feet, to allow for "luxury" storage units which will be marketed towards a different clientele than traditional mini-warehouse units. In determining recommendations to the City Council on any request for an SUP, the Planning & Zoning Commission may require from the applicant plans, information, operating data, and expert evaluation concerning the location function and characteristics of any building or use proposed. The 500 square-foot limitation was originally imposed in order to distinguish mini-warehouse uses from traditional warehouse facilities. There are currently two existing mini-warehouse developments within PD-112 which have been constructed with the 500 square foot maximum requirement. A concept plan for Park Place Center, Block A, Lot 7R, accompanies this request as Agenda Item 7B.

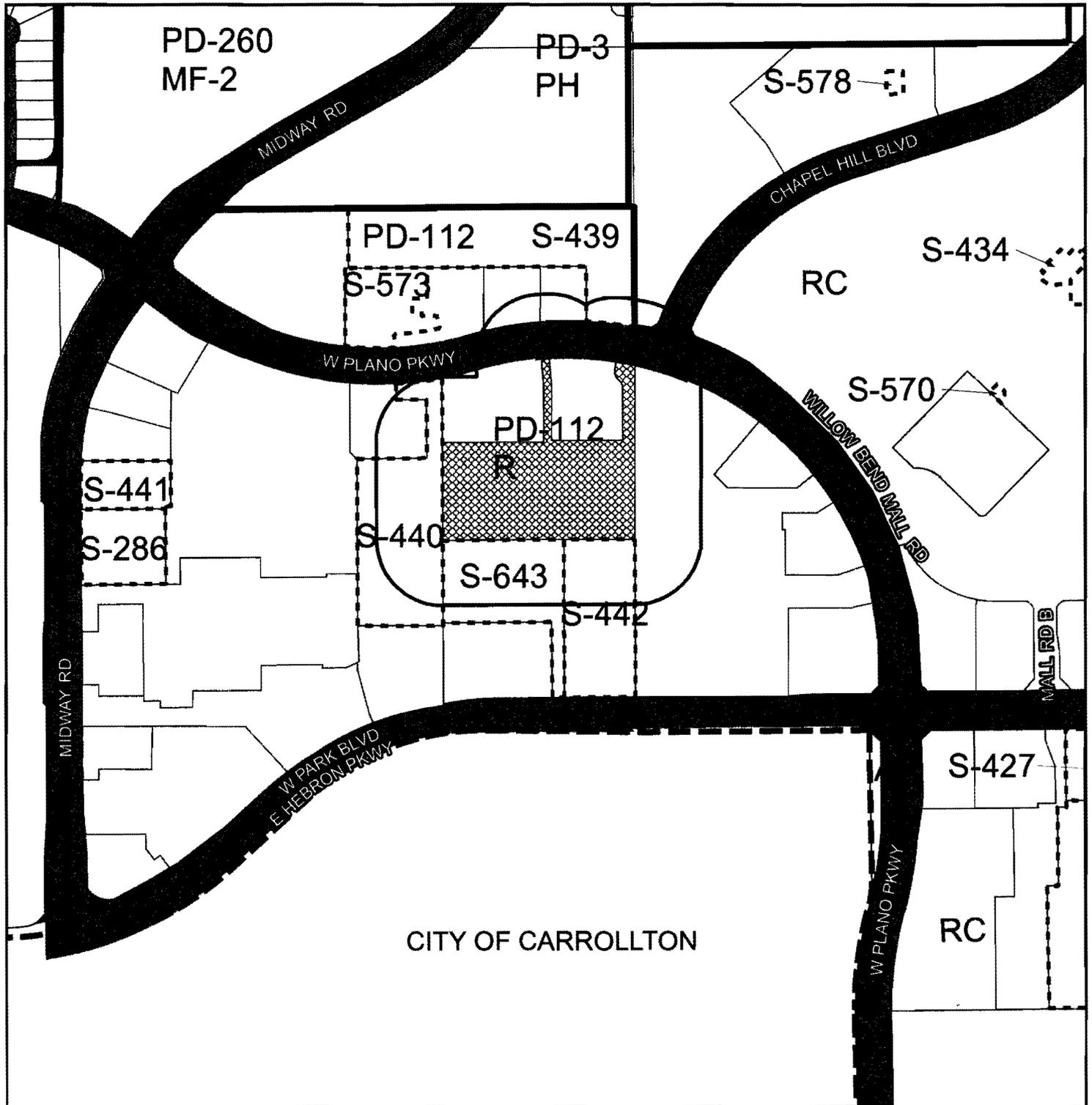
The applicant is also proposing to construct a six-foot wrought iron fence within the 50-foot front building setback for security purposes. Subsection 3.1002 (General Fence and Wall Regulations) of Section 3.1000 (Screening, Fence, and Wall Regulations) of Article 3 (Supplementary Regulations) of the Zoning Ordinance restricts fences from exceeding 40 inches in height within the front yard of nonresidential uses. Due to the subject property's location and limited visibility from Park Boulevard and Plano Parkway, staff believes it is appropriate to allow the applicant to construct the six-foot security fence within the 50-foot front yard building setback. The concept plan for Park Place Center, Block A, Lot 7R, shows the proposed location of the fence 240± feet south of the right-of-way of Plano Parkway.

Mini-warehouse/public storage is currently an allowed use by SUP within PD-112. Staff believes that the proposed SUP request is consistent with the existing adjacent development. The requested increase in unit size will provide additional flexibility in building design and allow the developer the opportunity to provide a unique mini-warehouse product type within the City of Plano. Furthermore, the subject property's reduced visibility and street frontage limits the potential uses which would occupy the site. For these reasons, staff recommends approval of the zoning case.

**RECOMMENDATION:**

Recommended for approval with the following stipulations:

1. Maximum unit size: 2,000 square feet
2. A fence not more than six feet in height and at least 50% open in construction may be erected within the front yard setback.

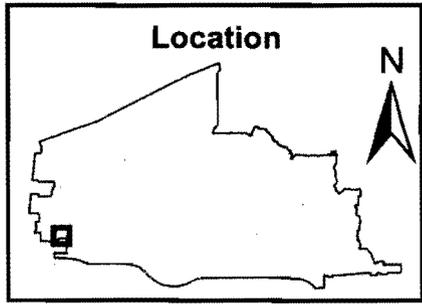


CITY OF CARROLLTON



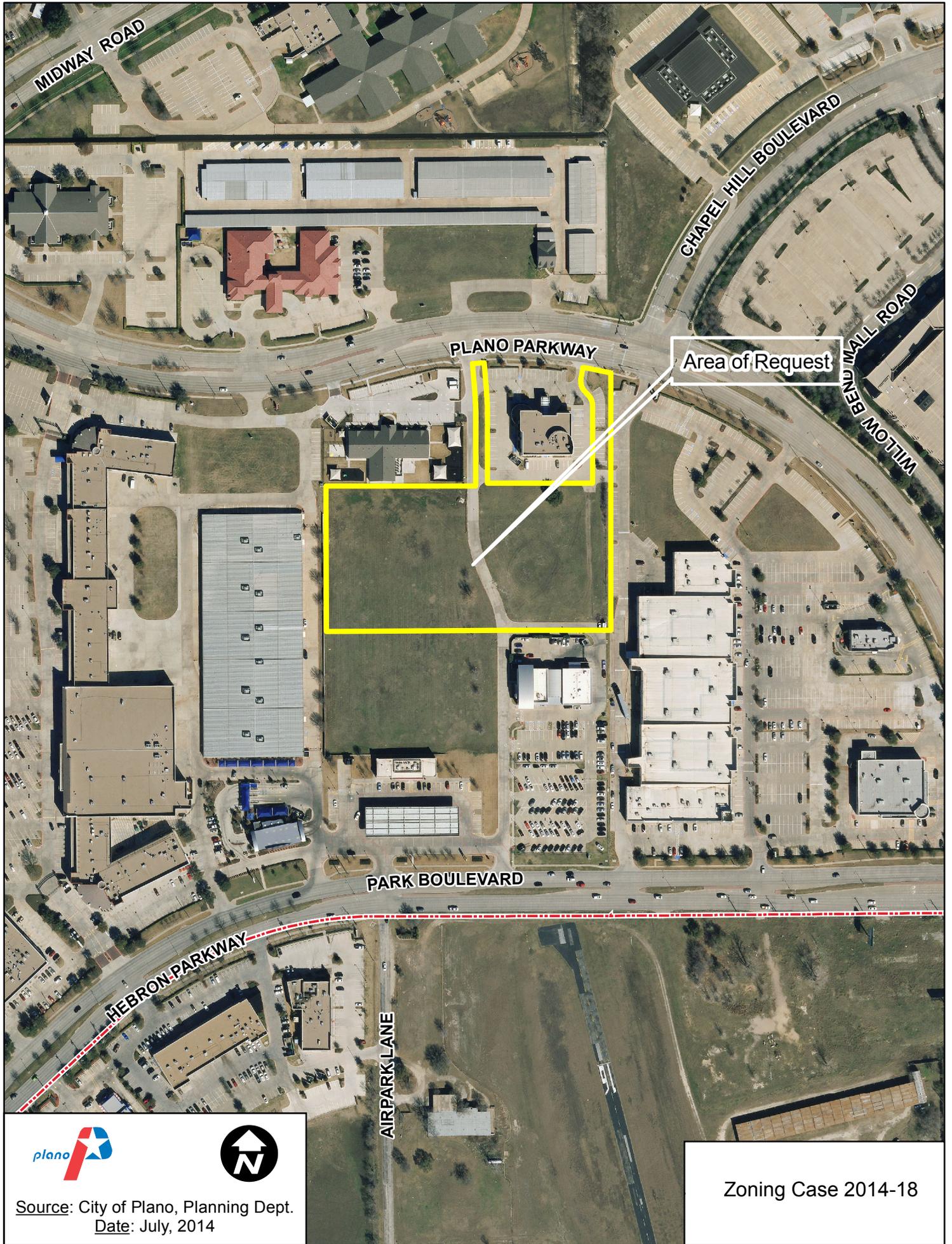
Zoning Case #: 2014-18  
 Existing Zoning: PLANNED DEVELOPMENT-112-RETAIL

- 200' Notification Buffer
- Subject Property
- Zoning Boundary
- Specific Use Permit
- Right-of-Way



Source: City of Plano Planning Department





MIDWAY ROAD

CHAPEL HILL BOULEVARD

PLANO PARKWAY

Area of Request

WILLOW BEND MALL ROAD

PARK BOULEVARD

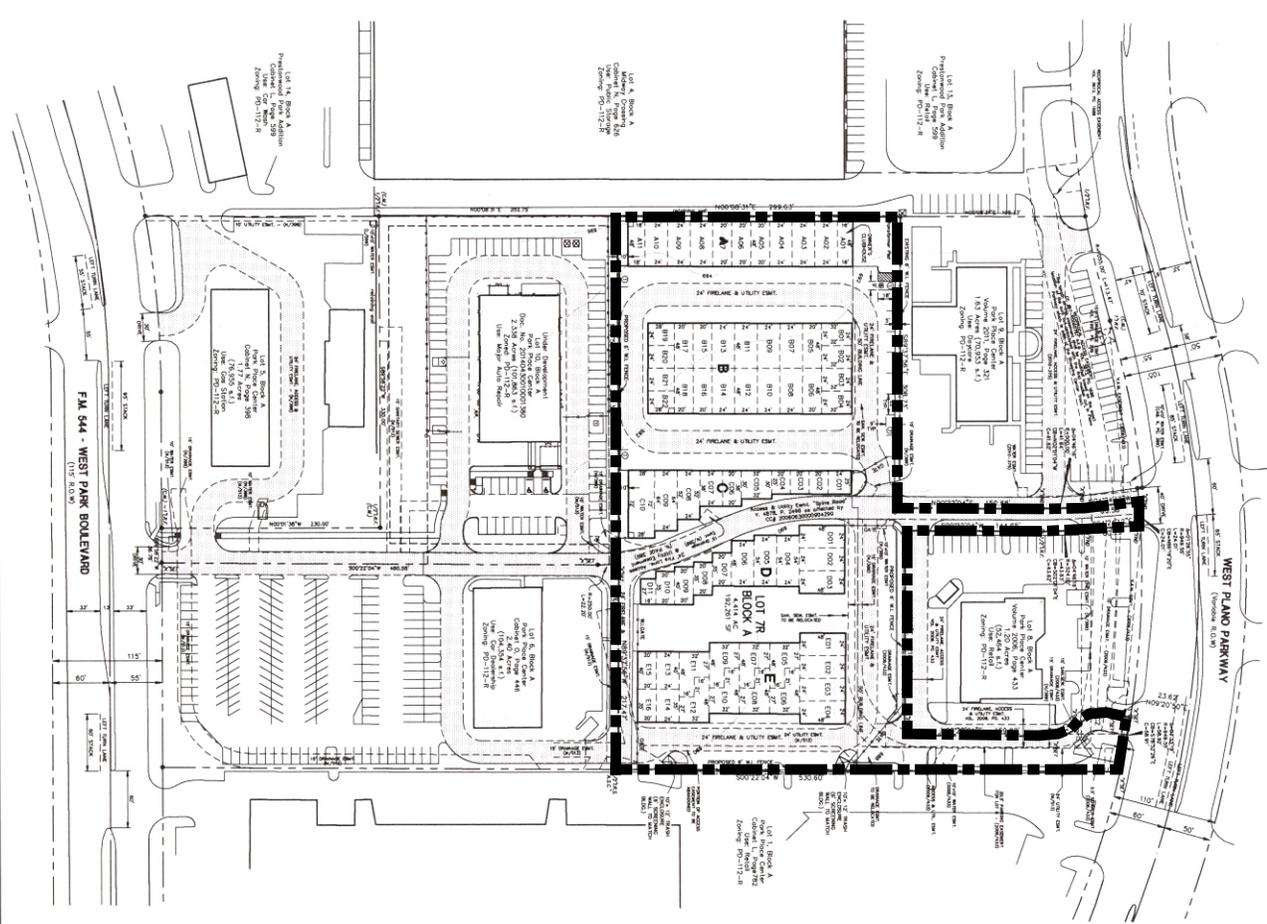
HEBRON PARKWAY

AIRPARK LANE



Source: City of Plano, Planning Dept.  
Date: July, 2014

Zoning Case 2014-18



**SITE PLAN GENERAL NOTES**

- Buildings 5,000 square feet or greater shall be 100% fire sprinkled.
- Fire lanes shall be designed and constructed per city standards. All fire lanes will be 24 foot wide with a minimum inside radius of 20 feet.
- Handicapped parking areas shall be designed and provided per city International Building Code with requirements of the currently adopted code.
- Four-foot wide sidewalks shall be provided 2.5 feet off of the property line within the right-of-way unless a sidewalk easement is provided by the city. Barrier-free ramps, per city standards, shall be provided on sidewalks of curb crossings.
- Mechanical units, dumpsters, and trash compactors shall be screened and screened with the zoning ordinance.
- Signage shall comply with the City of Dallas Signage Ordinance.
- Approval of the site plan is not final until all engineering plans are approved.
- Open storage, where permitted, shall be increased in accordance with the Zoning Ordinance.
- Building footprints within the development shall be compatible, as provided in the Retail Center Design Guidelines.
- Outdoor lighting and canopy with illumination standards with 10.0. Outdoor lighting and canopy with illumination standards with 10.0.
- Plasma 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.
- Utility lines shall conform to operation, location, and construction to the City of Dallas standards and include maintenance easements for or easements for water, gas, and other utilities. Easements shall be shown on the site plan and/or performance standards.

**LEGEND**

- FIRELANE, ACCESS & UTILITY EASEMENT
- PROPOSED BUILDING DESIGNATION
- W/L
- WROUGHT IRON

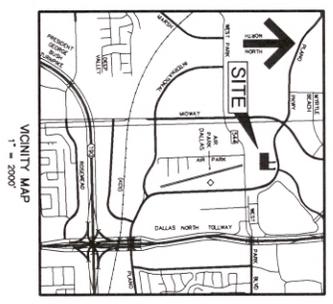
DEVELOPER:  
CONNERSTONE DEVELOPMENT, INC.  
8235 DOUGLAS AVE, SUITE 1300  
DALLAS, TEXAS 75225  
CONTACT: FRED GANS

BUILDING	SQUARE FEET	UNITS	MECH. STORAGE	USE
A	14,426	16	MAX. 24'	MIN. -WAREHOUSE
B	20,736	16	MAX. 24'	MIN. -WAREHOUSE
C	9,532	10	MAX. 24'	MIN. -WAREHOUSE
D	11,532	11	MAX. 24'	MIN. -WAREHOUSE
E	11,532	11	MAX. 24'	MIN. -WAREHOUSE
TOTALS	69,158	66		

\* NOTE: MAXIMUM UNIT SIZE SHALL BE 2,000 SQUARE FEET.

**SITE DATA SUMMARY TABLE**

ZONING	PD-112-R
PROPOSED USE	MIN. -WAREHOUSE/PUBLIC STORAGE
LOT AREA TOTAL	69,723 SF (1.614 ACRES)
BUILDING AREA TOTAL	69,158 SF
BUILDING HEIGHT - (1 STORY)	24' MAX HEIGHT
PARKING	1,720 UNITS = 64,720 SF (94.9%)
REQUIRED	10 (INCLUDING 11/20)
PROVIDED	10 (INCLUDING 11/20)
NET AREA NON-DEVELOPING	80 SF
PROVIDED	2,860 SF
IMPERVIOUS COVER	172,961 SF (88.9%)
LOT COVERAGE	36.27%



**CONCEPT PLAN**

4414 PARK PLACE CENTER  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
J. M. HAYNES SURVEY, ABST. NO. 619 &  
J. M. HAYNES SURVEY, ABST. NO. 456

**JDJR** ENGINEERS & CONSULTANTS, INC.  
THREE RESTRICTION NUMBER 1487  
2000 Ross Street, Suite 200  
Dallas, Texas 75201  
Phone: 972.303.1487  
Fax: 972.303.1488

DATE: JULY 15, 2014  
SCALE: 1" = 60'

## **Zoning Case 2014-18**

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 651 so as to allow the additional use of Mini-Warehouse/Public Storage on 4.4± acres of land out of the J. Meyers Survey, Abstract No. 619, and the J.W. Haynes Survey, Abstract No. 456, located on the south side of Plano Parkway, 1,100± feet east of Midway Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-112-Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, 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 August, 2014, for the purpose of considering granting Specific Use Permit No. 651 for the additional use of Mini-Warehouse/Public Storage on 4.4± acres of land out of the J. Meyers Survey, Abstract No. 619, and the J.W. Haynes Survey, Abstract No. 456, located on the south side of Plano Parkway, 1,100± feet east of Midway Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-112-Retail; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 11th day of August, 2014; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 651 for the additional use of Mini-Warehouse/Public Storage on 4.4± acres of land out of the J. Meyers Survey, Abstract No. 619, and the J.W. Haynes Survey, Abstract No. 456, located on the south side of Plano Parkway, 1,100± feet east of Midway Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-112-Retail, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

**WHEREAS**, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and

to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 651 for the additional use of Mini-Warehouse/Public Storage on 4.4± acres of land out of the J. Meyers Survey, Abstract No. 619, and the J.W. Haynes Survey, Abstract No. 456, located on the south side of Plano Parkway, 1,100± feet east of Midway Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-112-Retail, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

1. Maximum unit size; 2,000 square feet
2. A fence not more than six feet in height and at least 50% open in construction may be erected within the front yard setback.

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

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

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

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

**Section VII.** It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of

any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

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

**PASSED AND APPROVED THIS THE 11TH DAY OF August, 2014.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

## ZONING CASE 2014-18

BEING all that certain lot, tract or parcel of land situated in the J. Meyers Survey, Abstract No. 619 and the J.W. Haynes Survey, Abstract No. 456, City of Plano, Collin County, Texas and being Lot 7R, Block A of Park Place Center, an addition to the City of Plano, Collin County, Texas, according to the Revised Conveyance Plat recorded in Volume 2014, Page 222, Plat Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at an "X" cut found on a concrete pad for the southwest corner of Lot 9, Block A, Park Place Center, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet 2011, Page 321, Plat Records, Collin County, Texas and being the westerly northwest corner of said Lot 7R and being in the east line of Lot 4, Block A, Midway Crossing, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet N, Page 626, Plat Records of Collin County, Texas;

THENCE South,  $89^{\circ} 37' 56''$  East, with the south line of said Lot 9, a distance of 308.73 feet to an "X" found in concrete for the southeast corner of said Lot 9;

THENCE North,  $00^{\circ} 22' 04''$  East, with the east line of said Lot 9, a distance of 150.88 feet to an "X" found in concrete at the beginning of a curve to the left, whose radius is 500.00 feet;

THENCE with the east line of said Lot 9, and with said curve to the left, through a central angle of  $04^{\circ} 46' 16''$ , whose chord bears North,  $02^{\circ} 01' 04''$  West, at 41.62 feet, an arc length of 41.64 feet to an "X" found in concrete for corner;

THENCE North,  $04^{\circ} 24' 12''$  West, with the east line of said Lot 9, a distance of 60.58 feet to an "X" found in concrete for the northeast corner of said Lot 9, and being in the south right-of-way line of Plano Parkway, same point being the beginning of a non-tangent curve to the right, whose radius is 949.55 feet;

THENCE with the south right-of-way line of Plano Parkway, with said curve to the right through a central angle of  $01^{\circ} 26' 55''$ , whose chord bears North,  $86^{\circ} 19' 20''$  East, at 24.01 feet, an arc length of 24.01 feet to an "X" found in concrete for the northwest corner of Lot 8, Block A of Park Place Center, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Volume 2006, Page 433, P.R.C.C.T.;

THENCE South,  $04^{\circ} 24' 12''$  East, with the west line of said Lot 8, a distance of 60.29 feet to an "X" found in concrete at the beginning of a curve to the right, whose radius is 524.00 feet;

THENCE with the west line of said Lot 8, and with said curve to the right, through a central angle of  $04^{\circ} 46' 16''$ , whose chord bears south  $02^{\circ} 01' 04''$  East, at 43.62 feet, an arc length of 43.63 feet to 1/2-inch iron rod for corner;

THENCE South,  $00^{\circ} 22' 04''$  West, with the west line of said Lot 8, a distance of 144.65 feet to an "X" set in concrete for the southwest corner of said Lot 8;

THENCE South,  $89^{\circ} 37' 56''$  East, with the south line of said Lot 8, a distance of 216.79 feet to an "X" set in concrete for the southeast corner of said Lot 8;

THENCE North,  $00^{\circ} 22' 04''$  East, with the east line of said Lot 8, a distance of 159.62 feet to an "X" set in concrete for the beginning of a curve to the left, whose radius is 32.00 feet;

THENCE with the east line of said Lot 8, and with said curve to the left, through a central angle of  $51^{\circ} 50' 20''$ , whose chord bears North,  $25^{\circ} 33' 06''$  West, at 27.97 feet, an arc length of 28.95 feet to an "X" set in concrete for the beginning of a reverse curve to the right, whose radius is 32.00 feet;

THENCE with the east line of said Lot 8, and with said curve to the right, through a central angle of  $60^{\circ} 49' 06''$ , whose chord bears North,  $21^{\circ} 03' 43''$  West, at 32.39 , an arc length of 33.97 feet to an "X" set in concrete for corner;

THENCE North,  $09^{\circ} 20' 50''$  East, with the east line of said Lot 8, a distance of 23.62 feet to an "X" set in concrete for the northeast corner of said Lot 8, and being in the south right-of-way line of Plano Parkway, same point being the beginning of a non-tangent curve to the right, having a radius of 949.55 feet;

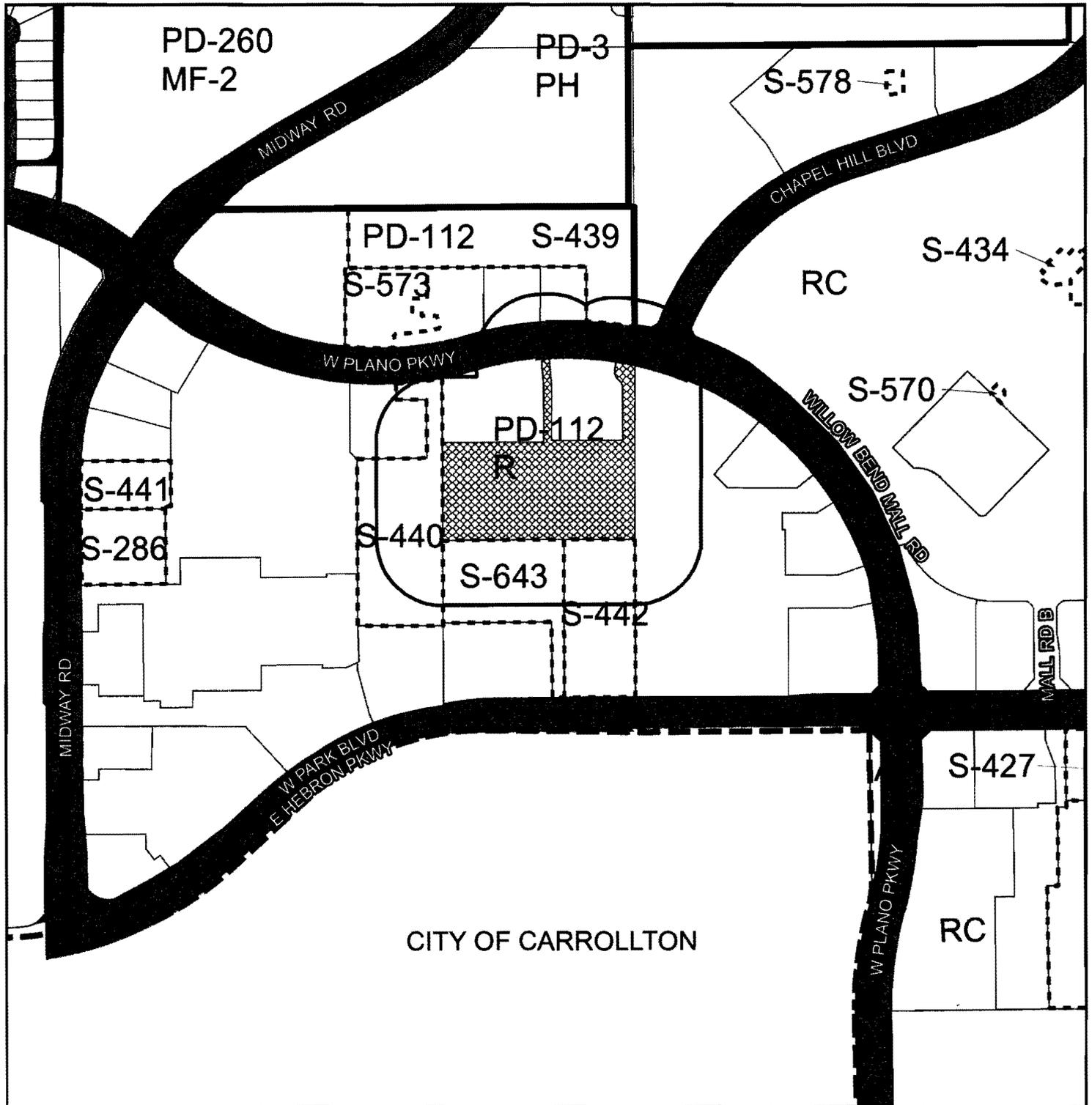
THENCE with the south right-of-way line of Plano Parkway, with said curve to the right, through a central angle of  $03^{\circ} 33' 19''$ , whose chord bears South,  $78^{\circ} 52' 26''$  East, at 58.91 feet an arc length of 58.92 feet to an "X" set in concrete for the northwest corner of Lot 1, Block A, of Park Place Center, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Volume L, Page 782, P.R.C.C.T., same point being in the south right-of-way line of Plano Parkway;

THENCE South,  $00^{\circ} 22' 04''$  West, with the west line of said lot 1, a distance of 530.60 feet to a 1/2-inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) set for the northeast corner of Lot 6, Block A, of Park Place Center, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Volume O, Page 446. P.R.C.C.T.;

THENCE North,  $89^{\circ} 37' 56''$  West, with the north line of said Lot 6, a distance of 217.47 to an "X" cut set in concrete for the northwest corner of said Lot 6 and being the northeast corner of Lot 10, Block A, Park Place Center, recorded in said Cabinet 2014, Page 222, Plat Records, Collin County, Texas;

THENCE South, 89° 58' 22" West, with the north line of said Lot 10, a distance of 368.38 feet to a 1/2-inch iron rod with a yellow cap stamped "ASC" set for the northwest corner of said Lot 10 and being in the east line of said Lot 4;

THENCE North, 00° 08' 31" East, with the east line of said Lot 4, a distance of 299.63 feet to the POINT OF BEGINNING, CONTAINING 4.414 acres of land, more or less, and being subject to any and all easement that may affect.

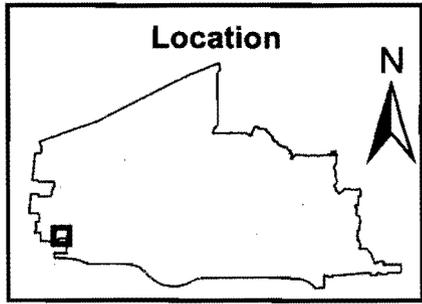


CITY OF CARROLLTON



Zoning Case #: 2014-18  
 Existing Zoning: PLANNED DEVELOPMENT-112-RETAIL

- 200' Notification Buffer
- Subject Property
- Zoning Boundary
- Specific Use Permit
- Right-of-Way



Source: City of Plano Planning Department



**DATE:** August 5, 2014  
**TO:** Honorable Mayor & City Council  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of August 4, 2014

**AGENDA ITEM NO. 9A - PUBLIC HEARING  
ZONING CASE 2014-24  
APPLICANT: AMREIT, L.P.**

Request for a Specific Use Permit for Regional Theater on 1.1± acres located 175± feet north of Park Boulevard, 525± feet west of Ohio Drive. Zoned Retail/Preston Road Overlay District.

**APPROVED:** 6-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Approved as submitted.

**FOR CITY COUNCIL MEETING OF:** August 11, 2014 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

EM/av

xc: Michael Hale, AmReit  
Dave Olsen, Studio Movie Grill  
Wayne Snell, Permit Services

CITY OF PLANO  
PLANNING & ZONING COMMISSION

August 4, 2014

**Agenda Item No. 9A**

**Public Hearing:** Zoning Case 2014-24

**Applicant:** Amreit, L.P.

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**DESCRIPTION:**

Request for a Specific Use Permit for Regional Theater on 1.1± acres located 175± feet north of Park Boulevard, 525± feet west of Ohio Drive. Zoned Retail/Preston Road Overlay District.

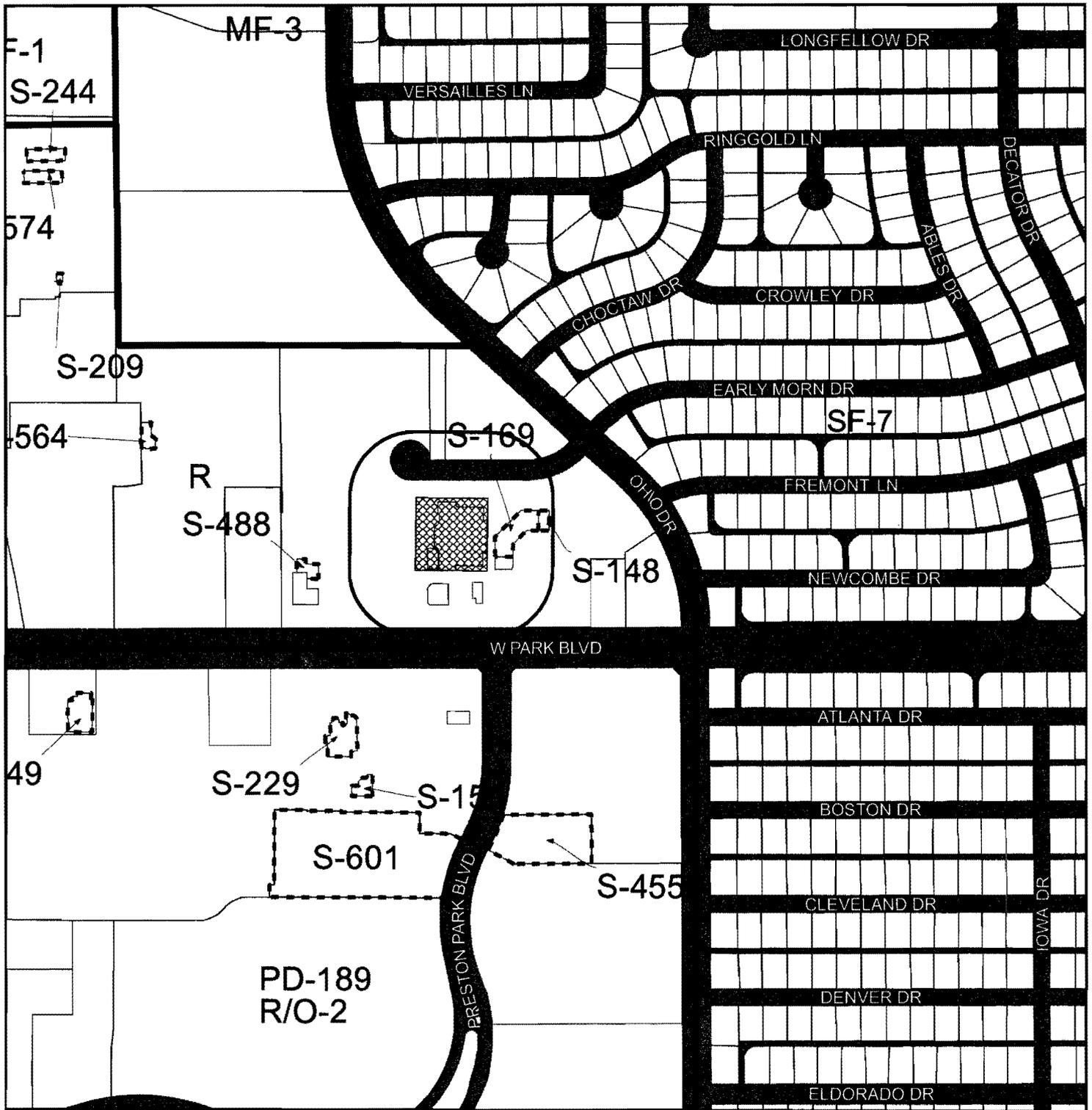
**REMARKS:**

The applicant is requesting a Specific Use Permit (SUP) for a Regional Theater. The Zoning Ordinance defines a Regional Theater as, "A building or part of a building devoted to the showing of motion pictures or for dramatic, musical, or live performances having more than ten screens or stages or a combined seating capacity greater than 2,500." The property features an existing Neighborhood Theater with eight screens and 1,141 seats. The applicant is proposing a 14,216 sq. ft. expansion which will result in the addition of four screens and 398 seats for a total of 12 screens and 1,539 seats. This expansion changes the Neighborhood Theater use to Regional Theater since it will now have more than ten screens. A Regional Theater is permitted within the Retail (R) zoning district with approval of an SUP.

The purpose and intent for an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established. Although the Regional Theater use requires an SUP in R zoning, the increase in the number of screens and seating capacity will have minimal impact on surrounding properties. The subject property has sufficient existing parking to accommodate the increased capacity, and the proposed expansion meets the area, yard and bulk requirements as shown in the companion revised site plan for Berkeley Square Addition, Block 1, Lot 1R. The request is consistent with the existing theater operations and nonresidential development within the adjacent properties. For these reasons, staff recommends approval of the zoning case.

**RECOMMENDATION:**

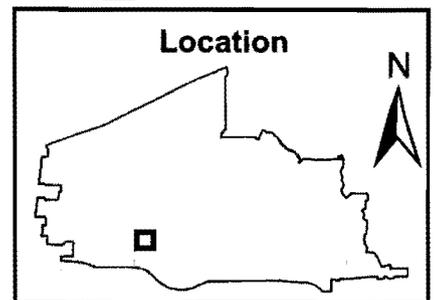
Recommended for approval as submitted.



Zoning Case #: 2014-24

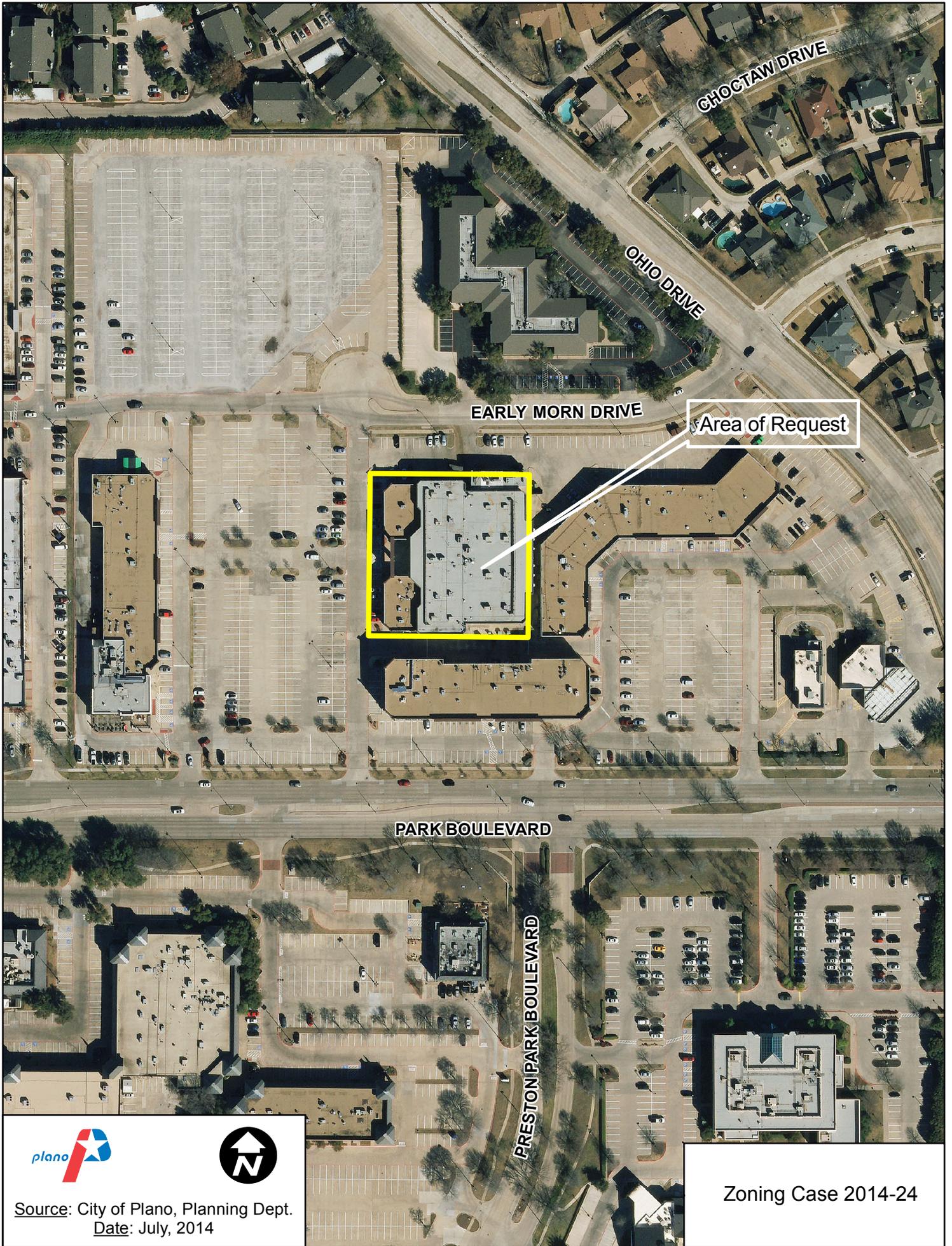
Existing Zoning: RETAIL/PRESTON ROAD OVERLAY DISTRICT

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



Source: City of Plano Planning Department





CHOCTAW DRIVE

OHIO DRIVE

EARLY MORN DRIVE

Area of Request

PARK BOULEVARD

PRESTON PARK BOULEVARD



Source: City of Plano, Planning Dept.  
Date: July, 2014

Zoning Case 2014-24



## Zoning Case 2014-24

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 652 so as to allow the additional use of Theater-Regional on 1.1± acres of land out of the T.J. Cotton Survey, Abstract No. 202, located 175± feet north of Park Boulevard, 525± feet west of Ohio Drive, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, 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 August, 2014, for the purpose of considering granting Specific Use Permit No. 652 for the additional use of Theater-Regional on 1.1± acres of land out of the T.J. Cotton Survey, Abstract No. 202, located 175± feet north of Park Boulevard, 525± feet west of Ohio Drive, in the City of Plano, Collin County, Texas, presently zoned Retail; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 11th day of August, 2014; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 652 for the additional use of Theater-Regional on 1.1± acres of land out of the T.J. Cotton Survey, Abstract No. 202, located 175± feet north of Park Boulevard, 525± feet west of Ohio Drive, in the City of Plano, Collin County, Texas, presently zoned Retail, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 652 for the additional use of Theater-Regional on 1.1± acres of land out of the T.J. Cotton Survey, Abstract No. 202, located 175± feet north of Park Boulevard, 525± feet west of Ohio Drive, in the City of Plano, Collin County, Texas, presently zoned Retail, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

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

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

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

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

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

**PASSED AND APPROVED THIS THE 11TH DAY OF AUGUST, 2014.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

Zoning Case 2014-24

BEING a 1.120 acre tract of land situated in the T. J. Cotton Survey, Abstract No. 202, City of Plano, Collin County, Texas and being a portion of Lot 1R, Block 1, Berkeley Square Addition, an addition to the City of Plano, Texas according to the plat thereof recorded in Cabinet H, Page 217, Plat Records, Collin County, Texas; said 1.120 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a point on the south right-of-way of Early Morn Drive (60 feet wide); said point being the south end of a cul-de-sac having a radius of 60.00 feet;

THENCE South, 89°25' 00" East, with said south right-of-way line, a distance of 19.81 feet to a point for corner;

THENCE South, 00° 30' 27" West, leaving said south right-of-way line, a distance of 53.06 feet to a point at the northwest corner of said 1.120 acre tract; said point also being the POINT OF BEGINNING;

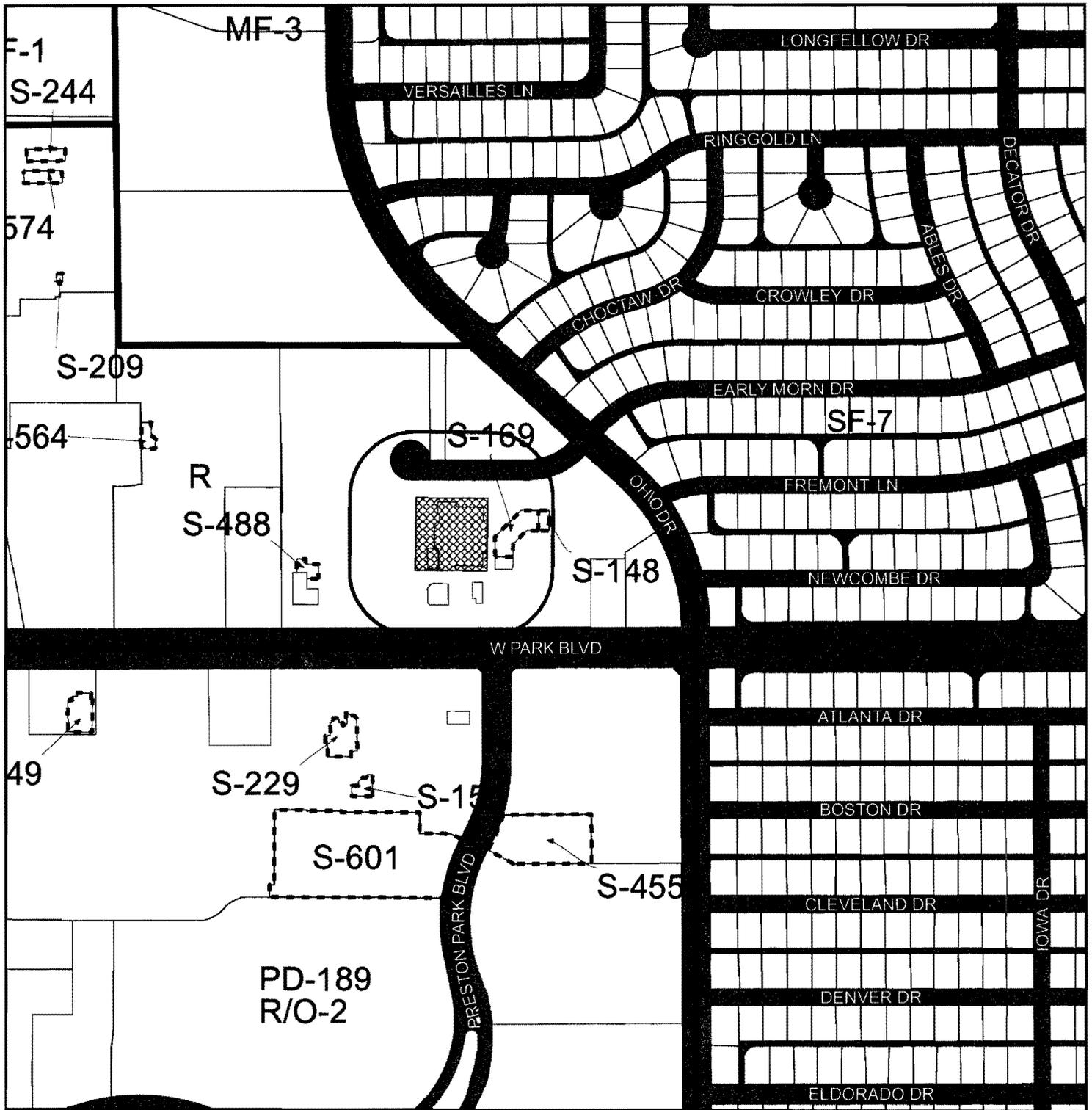
THENCE South, 89° 29' 33" East, with the north line of said 1.120 acre tract, a distance of 218.56 feet to a point at the northeast corner of said 1.120 acre tract;

THENCE South, 00° 30' 27" West, with the east line of said 1.120 acre tract, a distance of 223.11 feet to a point at the southeast corner of said 1.120 acre tract;

THENCE North, 89° 29' 33" West, with the south line of said 1.120 acre tract, a distance of 218.56 feet to a point at the southwest corner of said 1.120 acre tract;

THENCE North, 00° 30' 27" East, with the west line of said 1.120 acre tract, a distance of 223.11 feet to the POINT OF BEGINNING;

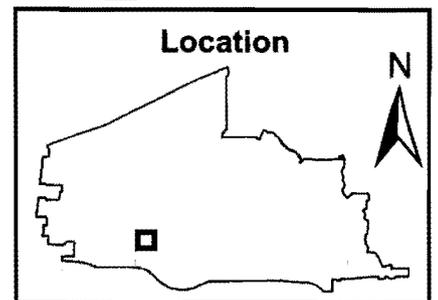
CONTAINING, 48,764 square feet or 1.120 acres of land, more or less.



Zoning Case #: 2014-24

Existing Zoning: RETAIL/PRESTON ROAD OVERLAY DISTRICT

- 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

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		August 11, 2014		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): <b>Doris Carter, ext. 5350</b>				
<b>CAPTION</b>				
<p>Public Hearing and consideration of an Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 650 so as to allow the additional use of Private Street Development on 12.7± acres of land out of the Jessie Stiff Survey, Abstract No. 793, located on the east side of Preston Road, 1,500± feet north of Spring Creek Parkway, in the City of Plano, Collin County, Texas, presently zoned Planned Development-101-Retail/General Office and Single-Family Residence-6; 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: Nash Group Real Estate</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):    N/A</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
The applicant has requested Zoning Case 2014-16 be withdrawn per the attached letter. Staff recommends the Council accept the applicant's request to withdraw the zoning case.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Letter of Withdrawal		Planning & Zoning Commission		
P&Z Follow-up				
Second Vice Chair Report				
Staff Write-up				
Maps				
Ordinance				

## NASH GROUP REAL ESTATE

**Date:** July 31, 2014

**To:** Christina Day, Planning Director, [chrisd@plano.gov](mailto:chrisd@plano.gov)  
Eric Hill, AICP, Development Review Manager, [erich@plano.gov](mailto:erich@plano.gov)  
Ross Altobelli, Planner, [rossa@plano.gov](mailto:rossa@plano.gov), Planning Department, City of Plano, TX

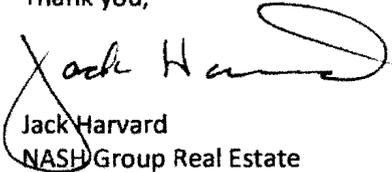
**CC:** Zach Ipour, President, Megatel Homes  
Bryan Klein, Ion Design Group and J.J. Singh

**Re:** Withdrawal of SUP Application – Zoning Case 2014-16 Harvard Villas Townhome Project

The NASH Group Real Estate respectfully withdraws its SUP Application (Zoning Case 2014-16) for private streets within the Harvard Villas Townhome Project. After additional analysis and design work, we find that we can provide public streets throughout the development that meet the City's standards allowed for front-entry townhome lots (46-foot rights-of-way with 24-foot pavement).

We will proceed to the City Council with the PD Zoning Amendment (Zoning Case 2014-13) scheduled for August 11th; we look forward to its approval so that we can continue to move ahead with development.

Thank you,



Jack Harvard  
NASH Group Real Estate  
941 Circle in the Woods, Fairview, TX 75069  
214-384-3000 mobile [Harvard@nashrealestate.com](mailto:Harvard@nashrealestate.com)

**DATE:** July 8, 2014  
**TO:** Honorable Mayor & City Council  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of July 7, 2014

**AGENDA ITEM NO. 6B - PUBLIC HEARING  
ZONING CASE 2014-16  
APPLICANT: NASH GROUP REAL ESTATE**

Request for a Specific Use Permit for Private Street Development on 12.7± acres located on the east side of Preston Road, 1,500± feet north of Spring Creek Parkway. Zoned Planned Development-101-Retail/General Office and Single-Family Residence-6/Preston Road Overlay District.

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

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 3 **OPPOSE:** 2

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

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

**STIPULATIONS:**

Recommended for approval subject to City Council approval of Zoning Case 2014-13. The Commissioner's voting in opposition believed this was not an appropriate location for a Private Street Development.

**FOR CITY COUNCIL MEETING OF:** July 28, 2014 (To view the agenda for this meeting, see [www.planotx.gov](http://www.planotx.gov))

**PUBLIC HEARING - ORDINANCE**

RA/dc

xc: Jack Harvard, Nash Group Real Estate  
Bryan Klein, ION Design Group, LLC  
Wayne Snell, Permit Services Manager

<http://goo.gl/maps/vkWI2>

## Recommendation of the Planning & Zoning Commission

### Zoning Case 2014-13

July 7, 2014

Second Vice Chairman's Report

Zoning Case 2014-13, Agenda Items No. 6A, 6B, and 6C – Public Hearing. Items heard together, but voted separately. Six of eight Commissioners were present. Commissioners Pittman and Bender were absent.

Applicant: Nash Group Real Estate

**Zoning Case 2014-13 Agenda Item No. 6A**– Request to amend Planned Development -101 Retail/General Office (PD-101-R/O-2) on 53.4+/- acres located on the northeast corner of Preston Road and Spring Creek Parkway to allow Single-Family Residence Attached (SF-A) by right and Private Street Development by Specific Use Permit.

Staff Recommendation: The Staff recommended denial of the zoning change for the following reasons:

1. The request is not in conformance with the Future Land Use Plan which recommends this property be developed as Medium Intensity Office (MIO).
2. The request is not in conformance with the 2012 Interim Amendments to the Land Use Element of the Comprehensive Plan related to isolated residential development.
3. The request is not in conformance with several policies of the Comprehensive Plan when rezoning for single-family development, zoning district standards for an SF-A subdivision, or the requirements of the R zoning district for residential uses.
4. The request is adjacent to several nonresidential uses which could create adverse living conditions if residential development is permitted.
5. Zoning Case 2014-16 Agenda Item No. 6B – Request for a Specific Use Permit for Private Street Development on 12.7+/- acres on the east side of Preston Road, 1500+/- feet north of Spring Creek Parkway.
6. Zoning Case 2014-13 Agenda Item No. 6C – Concept Plan for 89 Single Family Residence Attached Lots and Private Street Development on 12.7+/- acres located on the east side of Preston Road, 1400+/- feet north of Spring Creek Parkway. This application is contingent upon approval of both Zoning Case 2014-13 (Agenda Item No 6A) and Zoning Case 2014-16 (Agenda Item No 6B).

Commission Action:

Comments made in Support of the issue 6A included:

- The need for additional SF development in the area was identified, rather than additional MIO type use. Due to the “infill” site identification and configuration, use of this site as SF-A would require some qualification from standard requirements.

- Most of those who looked at this location indicated that it appears to be more surrounded by residential uses, rather than those typically identified as institutional.
- Speakers on this issue indicated support for the rezoning request, none stood opposed. Although there were 16 formal replies for versus 14 formal responses against the issue.
- Neighbors to the south and east have indicated their support for two story SF-A to be far preferable than unrestricted taller MIO commercial uses.
- This property contains a portion of the Bluebonnet Trail and conforms with the P land use designation, and Archgate and Carpenter parks are within half mile of this site.
- Property is located within the Parr, Davis, Haggard, and Schimelpfenig library service areas.
- Water and sanitary sewer services are available to serve the property.
- PISD has confirmed that there is available capacity at all four of the schools serving this area.
- Public safety response times are sufficient to serve this site.

Comments made in Denial of issue 6A included: in addition to Staff comments.

- The SF-A use is within the 150 feet of separation required from retail, and could become polluted by noise and refuse dumpster site from the retail buildings on the east.
- SF-A plan presented does not meet standard SF-A development requirements for Density, lot area per dwelling area, minimum side yard for corner lots, roadway and parking requirements.

A motion was made to recommend approval of the zoning case, to allow Single-Family Residence Attached (SF-A) by right and Private Street Development by Specific Use Permit, which resulted in a 3-3 tie vote. (Commissioner Grady, Hilburn and Prince voted for the approval)

A motion was made for the denial of the zoning case, to allow Single-Family Residence Attached (SF-A) by right and Private Street Development by Specific Use Permit, which resulted in a 3-3 tie vote. (Commissioners Barbera, Mansfield, and Hicks voted for Denial)

**Zoning Case 2014-16 Agenda Item No. 6B** – Request for a Specific Use Permit (SUP) for Private Street Development on 12.7+/- acres on the east side of Preston Road, 1500+/- feet north of Spring Creek Parkway. Agenda Item 6B requires the approval of Agenda item 6A.

Comments made in support of issue 6B included:

- Roadways construction will be in accordance with approved standards, with exception of the Right of Way width.
- No thru traffic between Preston Road and Ohio.
- Gated access to both Preston Road and Ohio street.
- Streets will be maintained according to a mandatory HOA.

Comments made in denial of issue 6B included:

- This property does not meet the requirement that private street subdivisions be located in an area surrounded on at least three sides by natural or similar man made barriers (75%). Only 8% provided.
- The plan provided does not comply with Subdivision Ordinance requiring that private streets conform to the same standards regulating the design and construction of public streets, and “variances to these requirements shall not be permitted.”

- Subdivision Ordinance allows property owners to petition the city to convert private streets to public streets, which potentially has the result of causing an undue burden on future homeowners, or the city.

A motion was made to approve the zoning case 6B, Specific Use Permit (SUP) for Private Street Development on 12.7+/- acres on the east side of Preston Road, 1500+/- feet north of Spring Creek Parkway, which resulted in approval by 4-2 vote. (Commissioners Barbera and Mansfield voted in the negative)

**Zoning Case 2014-13 Agenda Item No. 6C** – Concept Plan for 89 Single Family Residence Attached Lots and Private Street Development on 12.7+/- acres located on the east side of Preston Road, 1400+/- feet north of Spring Creek Parkway. This application is contingent upon approval of both Zoning Case 2014-13 (Agenda Item No 6A) and Zoning Case 2014-16 (Agenda Item No 6B).

The city's Transportation Engineering Manager presented his analysis of the Concept Plan and explained his recommendation for denial of the plan presented. The zoning petitioner appealed the suggestions of the city Transportation Engineering Manager. Modifications requested to the thorough design were:

- Maintain a 50-foot right-of-way in lieu of the 40-foot row shown.
- Maintain a 250-foot minimum centerline radius in lieu of the proposed 150-foot radius shown.
- Maintain a 30 mph speed requirement in lieu of a reduced speed.
- Increase sight distances pursuant to residential conductor street requirements.

A motion was made to deny the appeal of the Transportations Engineering Manager's recommendations in the zoning case 6C, which was approved by 5-1 vote, effectively supporting the Transportation Engineering Manager's recommendations (Commissioner Prince voted in the negative)

A motion was then made to deny the concept plan, Agenda Item 6C, which was approved 4-2. (Commissioners Grady and Prince voted in the negative)

In summary, regarding Zoning Case 2014-13, Item 6A, the P&Z Commission vote resulted in a "no decision," automatically sending the question to the City Council for final decision. However, item 6C, the concept plan was denied (supporting the Transportation Engineering Manager's recommendation), but item 6B, the issuance of a Special Use Plan, SUP, was approved, pending approval of the amendment of PD-101-R/O2 to allow SF-A and private street Development by SUP.

Respectfully Submitted,



William Hilburn

Second Vice-Chair

Planning & Zoning Commission

CITY OF PLANO  
PLANNING & ZONING COMMISSION

July 7, 2014

**Agenda Item No. 6B**

**Public Hearing:** Zoning Case 2014-16

**Applicant:** Nash Group Real Estate

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**DESCRIPTION:**

Request for a Specific Use Permit for Private Street Development on 12.7± acres located on the east side of Preston Road, 1,500± feet north of Spring Creek Parkway. Zoned Planned Development-101-Retail/General Office and Single-Family Residence-6/Preston Road Overlay District.

**REMARKS:**

The applicant is requesting a Specific Use Permit (SUP) for Private Street Development. The Zoning Ordinance defines a Private Street as a private vehicular access way shared by and serving two or more lots, which is not dedicated to the public and is not publicly maintained. Private streets and alleys may be established only under the terms of the Subdivision Ordinance. The term “private street” shall be inclusive of alleys. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established.

The applicant proposes to develop a gated residential subdivision with privately owned and maintained streets. A subdivision may be developed with private streets instead of public streets if it complies with the requirements of the Subdivision Ordinance, and if an SUP is granted for Private Street Development. Subdivisions developed with private streets must have a mandatory property owners association. The association will own and be responsible for maintenance of the private streets, and association documents must be filed of record before final plat approval. The applicant has not yet submitted association documents for city review.

The applicant is requesting modifications to Street Design Standards contained within the Thoroughfare Standards Rules & Regulations. A technical memorandum, with justifications, was provided to the city Traffic Engineer for the proposed modification requests. Proposed modifications include:

- Right-of-way width
- Centerline radius
- Design speed
- Sight distance

These modifications are discussed further in the concept plan staff report for Harvard Villas.

In 1994, City Council adopted guidelines for consideration of private, gated subdivisions. A copy of the Private Street Subdivision Guidelines is attached under separate cover.

### **Conformance to the Private Street Guidelines**

Following is an evaluation of the request based upon the Private Street Guidelines:

1. Request for private street subdivisions will require the granting of a Specific Use Permit as allowed by the Zoning Ordinance.

The applicant has submitted this request.

2. A private street subdivision should be located in an area that is surrounded on at least three sides, and in any event not less than approximately 75% of the perimeter, by natural barriers or similar barriers created by man. Examples of natural barriers would be creeks and floodplains. Examples of similar barriers created by man would be a golf course or park. Non-qualifying barriers include screening walls, roadways, man-made drainage ditches or berms, utility easements, and rights-of-way.

The southern portion of the subject property contains the only section of qualifying barriers. This portion is approximately 8% of the perimeter.

3. A private street subdivision may not cross an existing or proposed thoroughfare as shown on the city's most recent Thoroughfare Plan.

The layout of the subdivision complies with this standard.

4. A private street subdivision may not disrupt or cross an existing or proposed City of Plano public pedestrian pathway, hike and bike trail, or park as shown on the city's most recent Park Plan.

An existing 250-foot Hike and Bike Trail Easement is located along a section of the northern property boundary. The concept plan shows a street which extends to the east through this easement out to Ohio Drive. This portion of street is not gated and it does not cross the existing trail. The layout of the subdivision complies with this standard.

5. A private street subdivision should provide a minimum of 50 feet of frontage in order to access an existing or proposed Type “D” thoroughfare or larger as shown on the city’s Thoroughfare Plan.

The subdivision has 87± feet of frontage on Preston Road, a Type “B+” thoroughfare, and 212± feet of frontage on Ohio Road, a Type “D” thoroughfare. The request complies with this standard.

6. No more than two gated street entrances may face a thoroughfare (Type “D” or larger) within any one mile segment.

When the guidelines were created, this standard was intended to create a minimum separation distance between gated subdivisions. The layout of this subdivision proposes one primary gated entrance on Preston Road, and one secondary entrance with a gate located to the interior of the development providing access out to Ohio Drive. There are no other gated subdivisions within a mile of this request. The request complies with this standard.

7. Any proposed private street subdivision adjacent to an existing public street subdivision that can be reasonably connected, including the need to build a bridge or culvert for example, should not be approved as a private street subdivision. The two developments should be connected as public street subdivisions.

There is no adjacent development or vacant land that would support a connection or additional residential subdivision; therefore, this standard does not apply.

### **Conformance to the Subdivision Ordinance and the Thoroughfares Standards Rules & Regulations**

In review of the concept plan, the Transportation Engineering Division determined that certain design elements were not in compliance with the city’s Thoroughfare Standards Rules & Regulations, American Association of State Highway and Transportation Officials (AASHTO) guidelines, or other accepted guidelines developed to foster the safe operation and access of residential streets. Subsection g.1 (Design and Construction Standards for Private Streets and Alleys) of Section 5.4 (Streets and Thoroughfares) of Article V (Requirements for Public Improvements, Reservation and Design) of the Subdivision Ordinance requires that private streets conform to the same standards regulating the design and construction of public streets. The Subdivision Ordinance states that “variances to these requirements shall not be permitted.” Staff has informed the applicant that the proposed street standards are not acceptable, and that the subdivision layout needs to be modified to be consistent with the city’s adopted thoroughfare standards.

In addition to safety and maneuverability concerns, the requirement for private streets to be constructed to the same standards as public streets is necessary so that the city has the ability to maintain the streets if the property owners are no longer able to continue

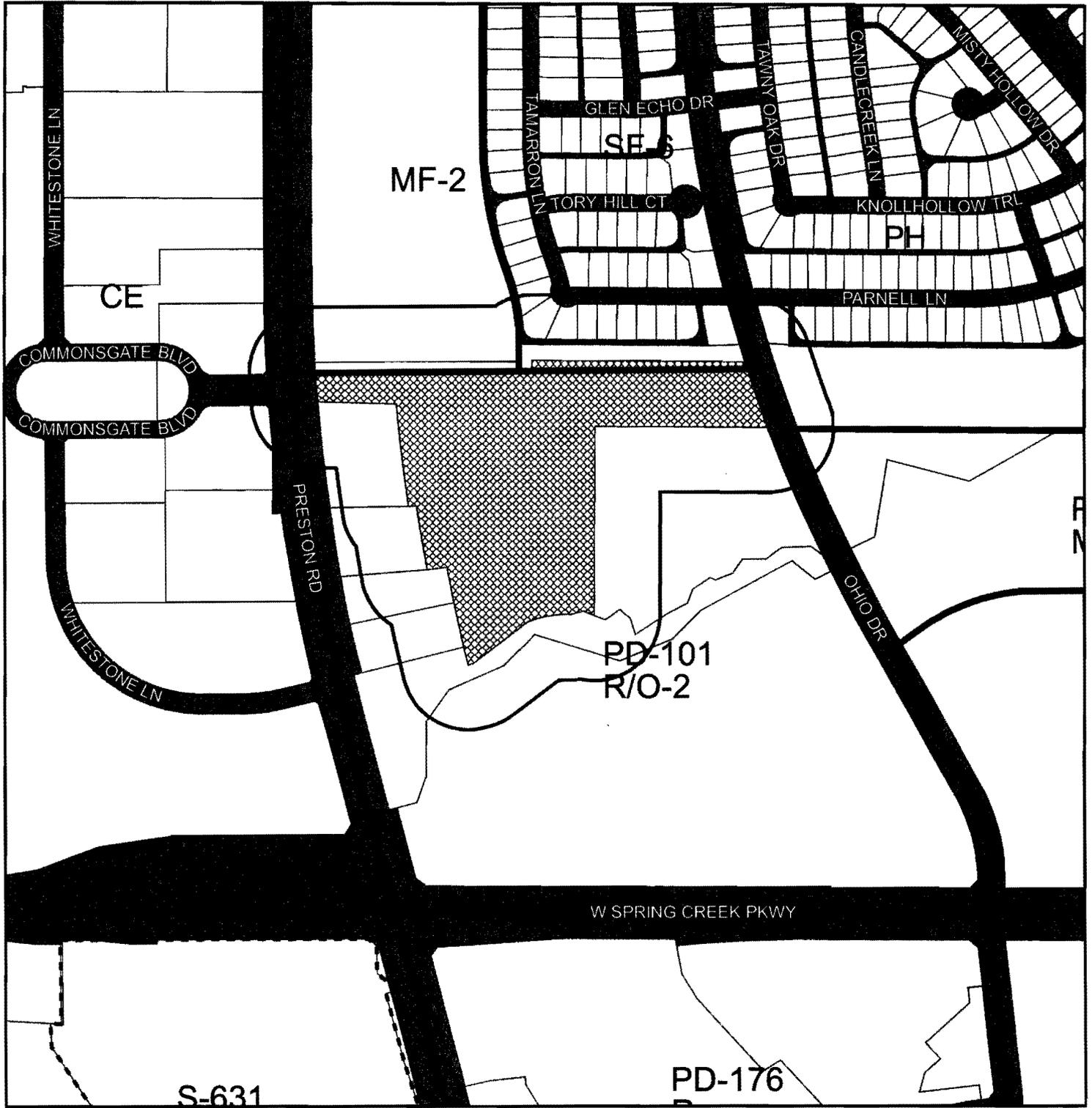
maintenance. The Subdivision Ordinance allows property owner associations the ability to petition the city to convert private streets to public streets, if the need arises. The city has the ability to accept or reject this request at its discretion. If maintenance problems occur on the subject property, there may be undue burden imposed on future homeowners, or the city, due to the construction of nonstandard streets.

## **SUMMARY**

The applicant is requesting an SUP for Private Street Development. The request does not comply with the Private Street Guidelines criteria to be bounded by natural or similar man-made barriers. The applicant is also proposing streets which do not meet the Subdivision Ordinance requirements for a Private Street Development or the city's Thoroughfare Standards Rules & Regulations. For these reasons, as well as those listed in the staff report for Zoning Case 2014-13, staff recommends denial of the request.

## **RECOMMENDATION:**

Recommended for denial.

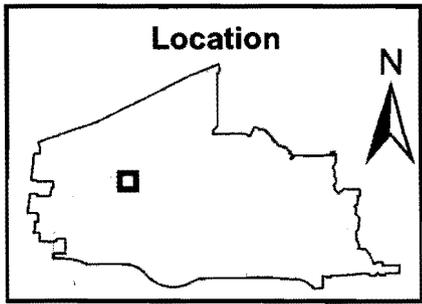


Zoning Case #: 2014-16

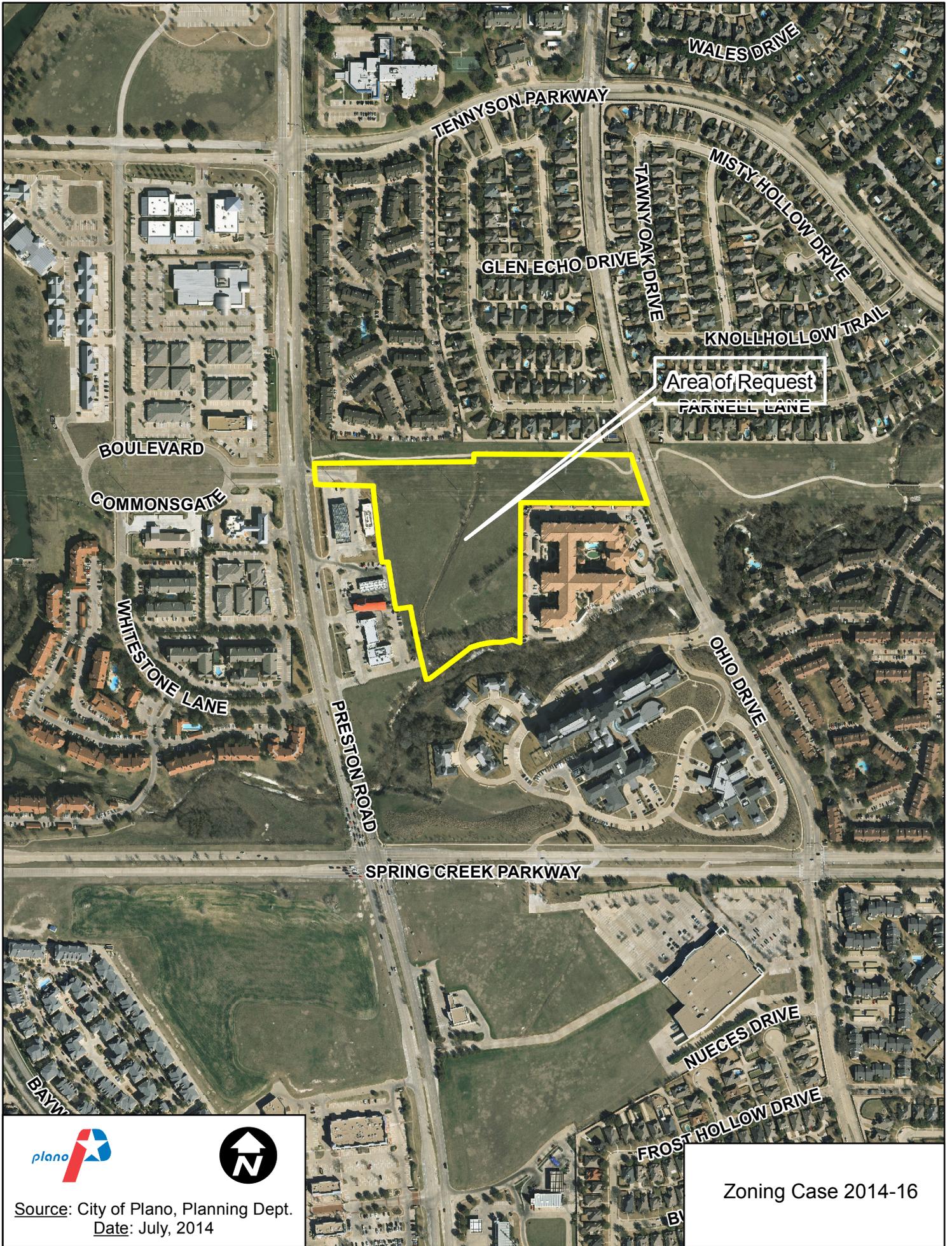
Existing Zoning: PLANNED DEVELOPMENT-101-  
RETAIL/GENERAL OFFICE &  
SINGLE-FAMILY RESIDENCE-6/  
PRESTON ROAD OVERLAY DISTRICT



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



Source: City of Plano Planning Department

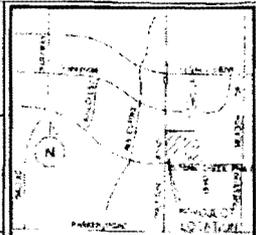


Area of Request  
FARNELL LANE



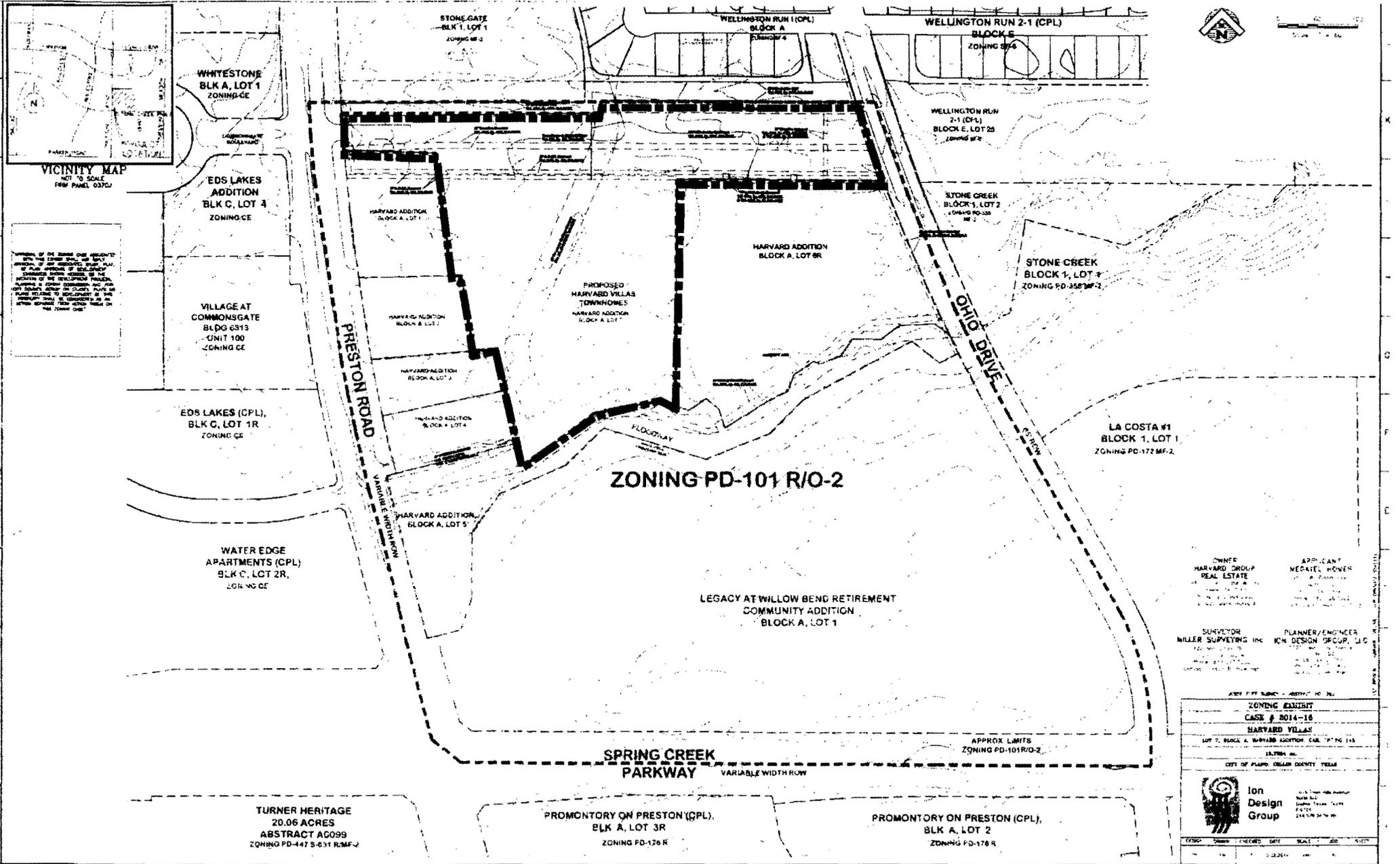
Source: City of Plano, Planning Dept.  
Date: July, 2014

Zoning Case 2014-16



VICINITY MAP  
NOT TO SCALE  
FROM PANEL 0370J

REPRODUCED FROM THE RECORDS OF THE COUNTY OF DALLAS, TEXAS, UNDER THE PROVISIONS OF THE PUBLIC INFORMATION ACT. THIS INFORMATION IS BEING MADE AVAILABLE TO THE PUBLIC FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE COUNTY OF DALLAS. THE COUNTY OF DALLAS DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THIS INFORMATION AND IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS INFORMATION.



OWNER HARVARD GROUP REAL ESTATE	APPLICANT MIRABEL MOWER
SURVEYOR MILLER SURVEYING INC.	PLANNER/ENGINEER ION DESIGN GROUP, LLC

ZONING PERMIT	
CASE # 2014-16	
HARVARD VILLAS	
LOT 1, BLOCK A HARVARD ADDITION, CASE # 1710 143	
CITY OF PLANO, COLLIN COUNTY, TEXAS	
	ION Design Group

## Zoning Case 2014-16

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 650 so as to allow the additional use of Private Street Development on 12.7± acres of land out of the Jessie Stiff Survey, Abstract No. 793, located on the east side of Preston Road, 1,500± feet north of Spring Creek Parkway, in the City of Plano, Collin County, Texas, presently zoned Planned Development-101-Retail/General Office and Single-Family Residence-6; 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 August, 2014, for the purpose of considering granting Specific Use Permit No. 650 for the additional use of Private Street Development on 12.7± acres of land out of the Jessie Stiff Survey, Abstract No. 793, located on the east side of Preston Road, 1,500± feet north of Spring Creek Parkway, in the City of Plano, Collin County, Texas, presently zoned Planned Development-101-Retail/General Office and Single-Family Residence-6; 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 August, 2014; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 650 for the additional use of Private Street Development on 12.7± acres of land out of the Jessie Stiff Survey, Abstract No. 793, located on the east side of Preston Road, 1,500± feet north of Spring Creek Parkway, in the City of Plano, Collin County, Texas, presently zoned Planned Development-101-Retail/General Office and Single-Family Residence-6, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

**WHEREAS**, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and

to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 650 for the additional use of Private Street Development on 12.7± acres of land out of the Jessie Stiff Survey, Abstract No. 793, located on the east side of Preston Road, 1,500± feet north of Spring Creek Parkway, in the City of Plano, Collin County, Texas, presently zoned Planned Development-101-Retail/General Office and Single-Family Residence-6, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

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

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

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

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

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

**PASSED AND APPROVED THIS THE 11TH DAY OF AUGUST, 2014.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

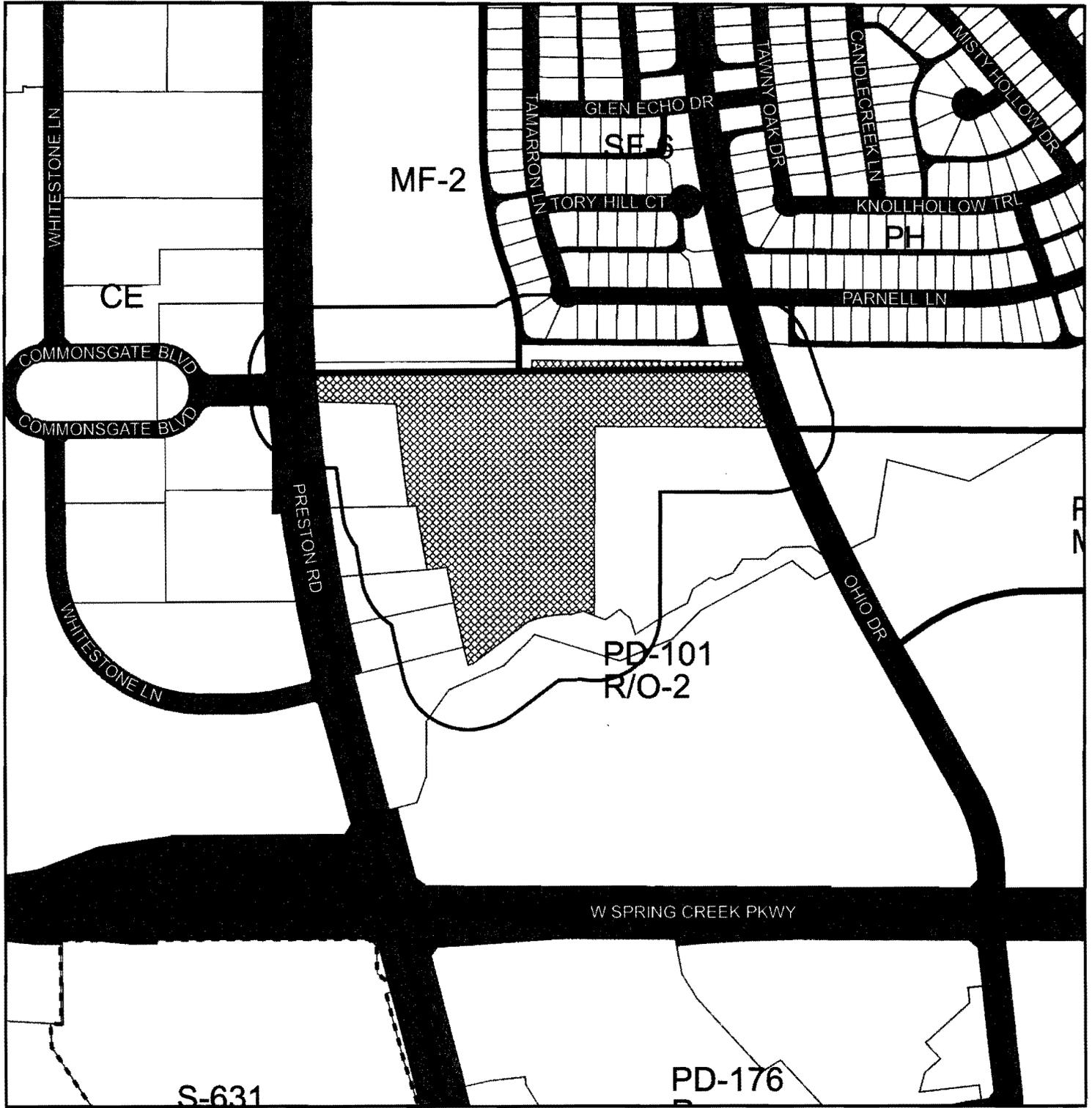
APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

Zoning Case 2014-16

BEING a 12.7254± acre lot, tract, or parcel of land situated in the Jessie Stiff Survey, Abstract No. 793, City of Plano, Collin County, Texas and being all of Lot 7 of Block A of Revised Conveyance Plat, Lots 7 and 6R, of the Harvard Addition, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Volume R, Page 111 of the Plat Records of Collin County, Texas.

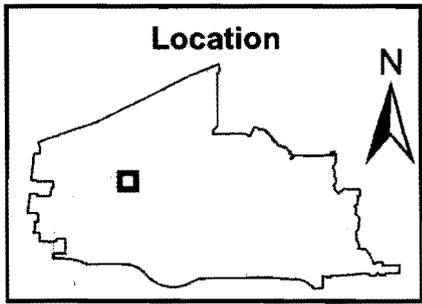


Zoning Case #: 2014-16

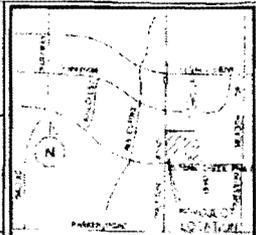
Existing Zoning: PLANNED DEVELOPMENT-101-  
RETAIL/GENERAL OFFICE &  
SINGLE-FAMILY RESIDENCE-6/  
PRESTON ROAD OVERLAY DISTRICT



- 200' Notification Buffer
- Subject Property
- Zoning Boundary
- - - Specific Use Permit
- █ Right-of-Way

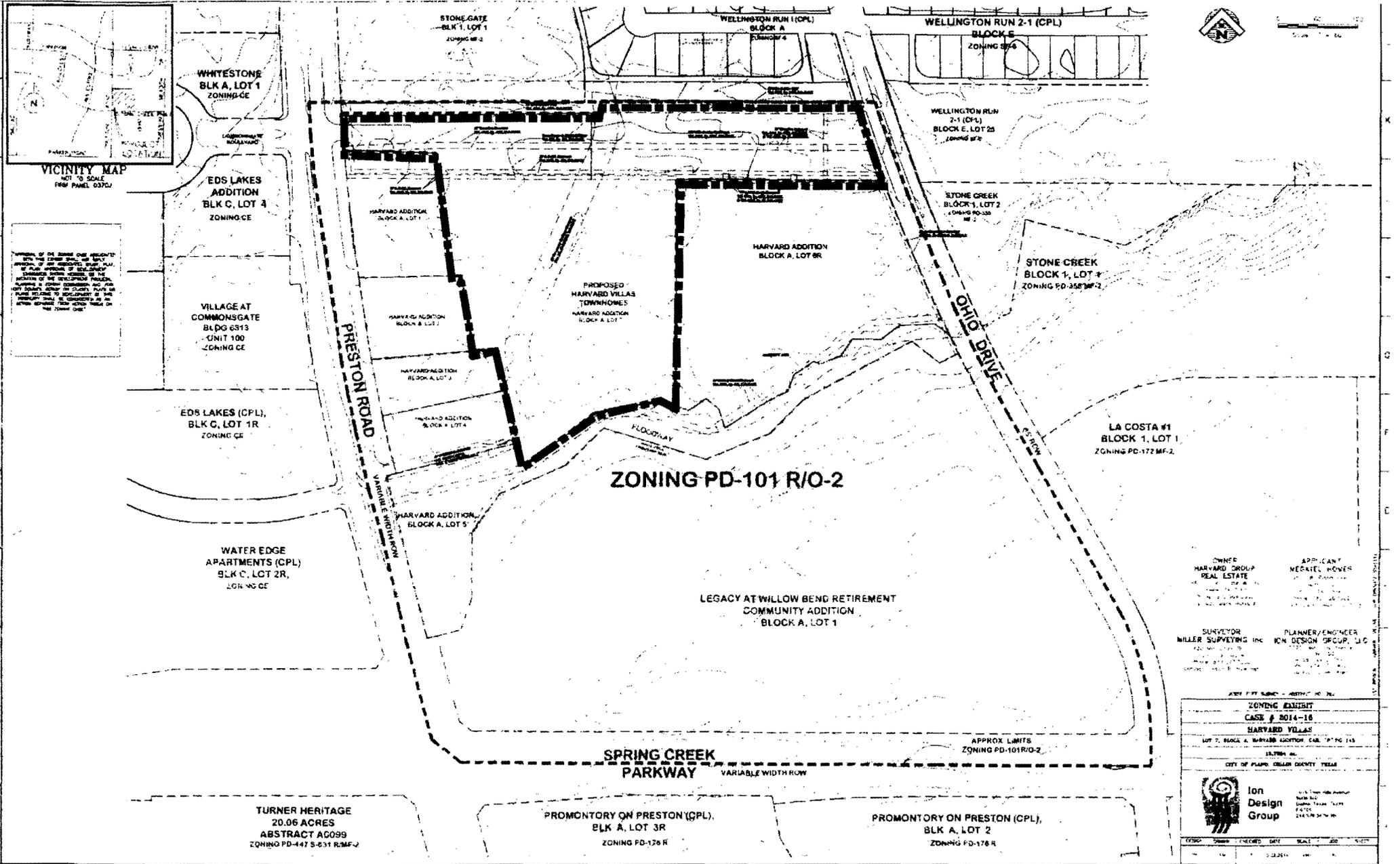


Source: City of Plano Planning Department



VICINITY MAP  
NOT TO SCALE  
FROM PANEL 0370J

PORTIONS OF THE BOUNDARY OF THE PROPERTY SHOWN ON THIS MAP ARE BASED ON THE RECORDS OF THE COUNTY OF DALLAS, TEXAS. THE BOUNDARY OF THE PROPERTY SHOWN ON THIS MAP IS BASED ON THE RECORDS OF THE COUNTY OF DALLAS, TEXAS. THE BOUNDARY OF THE PROPERTY SHOWN ON THIS MAP IS BASED ON THE RECORDS OF THE COUNTY OF DALLAS, TEXAS. THE BOUNDARY OF THE PROPERTY SHOWN ON THIS MAP IS BASED ON THE RECORDS OF THE COUNTY OF DALLAS, TEXAS.



OWNER  
HARVARD GROUP  
REAL ESTATE

APPLICANT  
MIRABEL MOWER

SURVEYOR  
MILLER SURVEYING INC.

PLANNER/ENGINEER  
ION DESIGN GROUP, LLC

ZONING PERMIT	
CASE # 2014-16	
HARVARD VILLAS	
LOT 1, BLOCK A HARVARD ADDITION, CASE # 1710 143	
CITY OF PLANO, COLLIN COUNTY, TEXAS	
	ION DESIGN GROUP

**DATE:** July 8, 2014  
**TO:** Honorable Mayor & City Council  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of July 7, 2014

**AGENDA ITEM NO. 6A - PUBLIC HEARING  
ZONING CASE 2014-13  
APPLICANT: NASH GROUP REAL ESTATE**

Request to amend Planned Development-101-Retail/General Office on 53.4± acres located on the northeast corner of Preston Road and Spring Creek Parkway to allow Single-Family Residence Attached by right and Private Street Development by Specific Use Permit. Zoned Planned Development-101-Retail/General Office within the Preston Road Overlay District.

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** SUPPORT: 15 OPPOSE: 14

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

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

**APPROVED:** \_\_\_\_\_ **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

After receiving a motion for approval, the Planning & Zoning Commission voted 3-3, resulting in a “no decision.” A motion to deny was then received, and the Planning & Zoning Commission voted 3-3, resulting in a “no decision.” Per the Commission’s policies, the motions failed as a result of the tie vote but the matter is not considered approved or denied.

**FOR CITY COUNCIL MEETING OF:** July 28, 2014 (To view the agenda for this meeting, see [www.planotx.gov](http://www.planotx.gov))

**PUBLIC HEARING - ORDINANCE**

RA/dc

xc: Jack Harvard, Nash Group Real Estate  
Bryan Klein, ION Design Group, LLC

<http://goo.gl/maps/vkWI2>

**Date:** August 4, 2014

**To:** Bruce D. Glasscock, City Manager  
Frank F. Turner, Deputy City Manager

**From:** Christina D. Day, Director of Planning

**Subject:** Zoning Case 2014-13, Zoning Case 2014-16, and Concept Plan for Harvard Villas

At its July 7, 2014, meeting, the Planning & Zoning Commission considered these three items. Since that time, the applicant has submitted a letter of withdrawal for both the Zoning Case 2014-16 for a Specific Use Permit (SUP) for Private Streets and the appeal of the P&Z's denial of the Concept Plan for Harvard Villas. The applicant is proposing a new design which no longer requires private streets, is not consistent with the concept plan originally submitted, and changes some of the stipulations requested through the original Planned Development modification request in Zoning Case 2014-13.

The applicant has the right to withdraw his appeal of the concept plan, so it will no longer be placed on City Council's agenda.

The applicant does not have the authority to withdraw the zoning case, as that right rests with the City Council. Staff is recommending that the City Council accept the applicant's request to withdraw Zoning Case 2014-16 for an SUP for Private Streets.

Regarding Zoning Case 2014-13, please see the letter from the applicant dated July 31, 2014 to read the specific request for the Zoning Case. We are generally supportive of the modifications made by the applicant, and believe the revised request is more consistent with the City's policies on infill housing. Our comments on their requests are included as follows:

- **Request:** Delete "Private Street Development is an additional permitted use by specific use permit only" - we can provide public streets throughout the development that meet the City's standards allowed for front-entry townhome lots (46-foot rights-of-way with 24-foot pavement).

Staff supports removal of this stipulation.

- **Request:** Rear yard fencing in Block B lots are required to be 50 percent or greater open construction (use of ornamental iron fencing) to maintain an open appearance for those portions of the lots abutting the common open space.

Staff supports this stipulation.

- Request: A maximum of two lots shall be allowed to have a minimum lot depth of 80 feet.

Staff supports this stipulation.

- Request: An 8-foot high masonry screening wall shall be provided on the west side of Block A, Lots 1 through 19.

Staff supports this stipulation.

- Request: A 10-foot wide HOA lot shall be provided along the west edge of Block A, Lots 1-11. The HOA lot shall be grassed with one shade tree (three-inch caliper) per lot for additional sound attenuation. Within the HOA lot the 8-foot high masonry screening wall shall be located on the eastern edge of the HOA lot.

Staff supports this concept but prefers the following language: "A 10-foot wide HOA lot shall be provided along the west lot line of Block A, Lots 1-11. The HOA lot shall be planted to create an irrigated, evergreen living screen of at least 12 feet in height within two years of planting, for additional sound attenuation. An 8-foot high masonry screening wall shall be located on the eastern edge of the HOA lot."

- Request: Elbows at street corners shall not be required.

Staff supports this concept but prefers the following language: "Eyebrow-design at street corners shall not be required."

Due to both the modifications to this request as well as the split vote resulting in no recommendation from the Planning & Zoning Commission, there is not an ordinance accompanying the case, as is the practice for this type of unusual situation. Should Council provide direction on the case indicating an ordinance change, staff will prepare an ordinance and place it on the next possible City Council agenda.

Please let me know if you have questions.

XC: Jack Carr, Director of Engineering  
Michael Martin, Development Engineering Manager  
Eric Hill, Development Review Manager

## NASH GROUP REAL ESTATE

**Date:** July 31, 2014

**To:** Christina Day, Planning Director, [chrisd@plano.gov](mailto:chrisd@plano.gov)  
Eric Hill, AICP, Development Review Manager, [erich@plano.gov](mailto:erich@plano.gov)  
Ross Altobelli, Planner, [rossa@plano.gov](mailto:rossa@plano.gov), Planning Department, City of Plano, TX

**CC:** Zach Ipour, President, Megatel Homes  
Bryan Klein, Ion Design Group and J.J. Singh

**Re:** Amended PD Stipulations – Zoning Case 2014-13 Harvard Villas Townhome Project

The NASH Group Real Estate respectfully requests the following PD Stipulation changes for Zoning Case 2014-13 (Harvard Villas Townhome Project):

- **DELETE:** Private Street Development is an additional permitted use by specific use permit only” – we can provide public streets throughout the development that meet the City’s standards allowed for front-entry townhome lots (46-foot rights-of-way with 24-foot pavement).
- **ADD:** Rear yard fencing in Block B lots are required to be 50 percent or greater open construction (use of ornamental iron fencing) to maintain an open appearance for those portions of the lots abutting the common open space.
- **ADD:** A maximum of two lots shall be allowed to have a minimum lot depth of 80 feet.
- **ADD:** An 8-foot high masonry screening wall shall be provided on the west side of Block A, lots 1 - 19.
- **ADD:** A 10-foot wide HOA lot shall be provided along the west edge of Block A, lots 1-11. The HOA lot shall be grassed with one shade tree (three-inch caliper) per lot for additional sound attenuation. Within the HOA lot the 8-foot high masonry screening wall shall be located on the eastern edge of the HOA lot.
- **ADD:** Elbows at street corners shall not be required.

We request that the following PD stipulations remain:

- Single-Family Residence Attached is an additional permitted use.
- Single-Family Residence Attached Standards Modifications:
  1. Minimum lot area per dwelling unit: 2.125 square feet
  2. Minimum side yard of corner lot: 10 feet
  3. Minimum usable open space: None
  4. Parking requirements: One-fourth visitor parking may be provided within 900 feet of each unit

Thank you,



Jack Harvard

NASH Group Real Estate

941 Circle in the Woods, Fairview, TX 75069

214-384-3000 mobile [Harvard@nashrealestate.com](mailto:Harvard@nashrealestate.com)



# Memorandum

**Date:** July 16, 2014

**To:** Bruce D. Glasscock, City Manager  
Frank F. Turner, Deputy City Manager

**From:** Christina D. Day, Director of Planning

**Subject:** Zoning Case 2014-13

At its July 7, 2014, meeting, the Planning & Zoning Commission considered this zoning petition and made two motions. The first motion to approve the request failed with a 3-3 tie vote. The Commission's second motion, to deny the request, also failed with a 3-3 tie vote. No additional motions to either amend the request or to table were made.

Therefore, the Commission is reporting no recommendation on the zoning petition to the City Council. Consistent with the rules of the Commission, 2nd Vice Chair William Hilburn has prepared a letter explaining their considerations and recommendations.

The Commission's action does not constitute a denial, so only a simple majority vote of the City Council is required to approve the request. Per Subsection 6.112 of Article 6 (Procedures and Administration) of the Zoning Ordinance, "the City Council may approve a change in zoning as appropriate within the context of the public notice provided. City Council may deny in whole or in part, table the petition, or refer it back to the Planning & Zoning Commission for further study."

Please let me know if you have questions.

XC: Paige Mims, City Attorney  
Victoria Huynh, Deputy City Attorney  
Alan Wayland, Senior Assistant City Attorney  
Eric Hill, Development Review Manager

## Recommendation of the Planning & Zoning Commission

### Zoning Case 2014-13

July 7, 2014

Second Vice Chairman's Report

Zoning Case 2014-13, Agenda Items No. 6A, 6B, and 6C – Public Hearing. Items heard together, but voted separately. Six of eight Commissioners were present. Commissioners Pittman and Bender were absent.

Applicant: Nash Group Real Estate

**Zoning Case 2014-13 Agenda Item No. 6A**– Request to amend Planned Development -101 Retail/General Office (PD-101-R/O-2) on 53.4+/- acres located on the northeast corner of Preston Road and Spring Creek Parkway to allow Single-Family Residence Attached (SF-A) by right and Private Street Development by Specific Use Permit.

Staff Recommendation: The Staff recommended denial of the zoning change for the following reasons:

1. The request is not in conformance with the Future Land Use Plan which recommends this property be developed as Medium Intensity Office (MIO).
2. The request is not in conformance with the 2012 Interim Amendments to the Land Use Element of the Comprehensive Plan related to isolated residential development.
3. The request is not in conformance with several policies of the Comprehensive Plan when rezoning for single-family development, zoning district standards for an SF-A subdivision, or the requirements of the R zoning district for residential uses.
4. The request is adjacent to several nonresidential uses which could create adverse living conditions if residential development is permitted.
5. Zoning Case 2014-16 Agenda Item No. 6B – Request for a Specific Use Permit for Private Street Development on 12.7+/- acres on the east side of Preston Road, 1500+/- feet north of Spring Creek Parkway.
6. Zoning Case 2014-13 Agenda Item No. 6C – Concept Plan for 89 Single Family Residence Attached Lots and Private Street Development on 12.7+/- acres located on the east side of Preston Road, 1400+/- feet north of Spring Creek Parkway. This application is contingent upon approval of both Zoning Case 2014-13 (Agenda Item No 6A) and Zoning Case 2014-16 (Agenda Item No 6B).

Commission Action:

Comments made in Support of the issue 6A included:

- The need for additional SF development in the area was identified, rather than additional MIO type use. Due to the “infill” site identification and configuration, use of this site as SF-A would require some qualification from standard requirements.

- Most of those who looked at this location indicated that it appears to be more surrounded by residential uses, rather than those typically identified as institutional.
- Speakers on this issue indicated support for the rezoning request, none stood opposed. Although there were 16 formal replies for versus 14 formal responses against the issue.
- Neighbors to the south and east have indicated their support for two story SF-A to be far preferable than unrestricted taller MIO commercial uses.
- This property contains a portion of the Bluebonnet Trail and conforms with the P land use designation, and Archgate and Carpenter parks are within half mile of this site.
- Property is located within the Parr, Davis, Haggard, and Schimelpfenig library service areas.
- Water and sanitary sewer services are available to serve the property.
- PISD has confirmed that there is available capacity at all four of the schools serving this area.
- Public safety response times are sufficient to serve this site.

Comments made in Denial of issue 6A included: in addition to Staff comments.

- The SF-A use is within the 150 feet of separation required from retail, and could become polluted by noise and refuse dumpster site from the retail buildings on the east.
- SF-A plan presented does not meet standard SF-A development requirements for Density, lot area per dwelling area, minimum side yard for corner lots, roadway and parking requirements.

A motion was made to recommend approval of the zoning case, to allow Single-Family Residence Attached (SF-A) by right and Private Street Development by Specific Use Permit, which resulted in a 3-3 tie vote. (Commissioner Grady, Hilburn and Prince voted for the approval)

A motion was made for the denial of the zoning case, to allow Single-Family Residence Attached (SF-A) by right and Private Street Development by Specific Use Permit, which resulted in a 3-3 tie vote. (Commissioners Barbera, Mansfield, and Hicks voted for Denial)

**Zoning Case 2014-16 Agenda Item No. 6B** – Request for a Specific Use Permit (SUP) for Private Street Development on 12.7+/- acres on the east side of Preston Road, 1500+/- feet north of Spring Creek Parkway. Agenda Item 6B requires the approval of Agenda item 6A.

Comments made in support of issue 6B included:

- Roadways construction will be in accordance with approved standards, with exception of the Right of Way width.
- No thru traffic between Preston Road and Ohio.
- Gated access to both Preston Road and Ohio street.
- Streets will be maintained according to a mandatory HOA.

Comments made in denial of issue 6B included:

- This property does not meet the requirement that private street subdivisions be located in an area surrounded on at least three sides by natural or similar man made barriers (75%). Only 8% provided.
- The plan provided does not comply with Subdivision Ordinance requiring that private streets conform to the same standards regulating the design and construction of public streets, and “variances to these requirements shall not be permitted.”

- Subdivision Ordinance allows property owners to petition the city to convert private streets to public streets, which potentially has the result of causing an undue burden on future homeowners, or the city.

A motion was made to approve the zoning case 6B, Specific Use Permit (SUP) for Private Street Development on 12.7+/- acres on the east side of Preston Road, 1500+/- feet north of Spring Creek Parkway, which resulted in approval by 4-2 vote. (Commissioners Barbera and Mansfield voted in the negative)

**Zoning Case 2014-13 Agenda Item No. 6C** – Concept Plan for 89 Single Family Residence Attached Lots and Private Street Development on 12.7+/- acres located on the east side of Preston Road, 1400+/- feet north of Spring Creek Parkway. This application is contingent upon approval of both Zoning Case 2014-13 (Agenda Item No 6A) and Zoning Case 2014-16 (Agenda Item No 6B).

The city's Transportation Engineering Manager presented his analysis of the Concept Plan and explained his recommendation for denial of the plan presented. The zoning petitioner appealed the suggestions of the city Transportation Engineering Manager. Modifications requested to the thorough design were:

- Maintain a 50-foot right-of-way in lieu of the 40-foot row shown.
- Maintain a 250-foot minimum centerline radius in lieu of the proposed 150-foot radius shown.
- Maintain a 30 mph speed requirement in lieu of a reduced speed.
- Increase sight distances pursuant to residential conductor street requirements.

A motion was made to deny the appeal of the Transportations Engineering Manager's recommendations in the zoning case 6C, which was approved by 5-1 vote, effectively supporting the Transportation Engineering Manager's recommendations (Commissioner Prince voted in the negative)

A motion was then made to deny the concept plan, Agenda Item 6C, which was approved 4-2. (Commissioners Grady and Prince voted in the negative)

In summary, regarding Zoning Case 2014-13, Item 6A, the P&Z Commission vote resulted in a "no decision," automatically sending the question to the City Council for final decision. However, item 6C, the concept plan was denied (supporting the Transportation Engineering Manager's recommendation), but item 6B, the issuance of a Special Use Plan, SUP, was approved, pending approval of the amendment of PD-101-R/O2 to allow SF-A and private street Development by SUP.

Respectfully Submitted,



William Hilburn

Second Vice-Chair

Planning & Zoning Commission

# CITY OF PLANO

## PLANNING & ZONING COMMISSION

July 7, 2014

### **Agenda Item No. 6A**

**Public Hearing:** Zoning Case 2014-13

**Applicant:** Nash Group Real Estate

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#### **DESCRIPTION:**

Request to amend Planned Development-101-Retail/General Office on 53.4± acres located on the northeast corner of Preston Road and Spring Creek Parkway to allow Single-Family Residence Attached by right and Private Street Development by Specific Use Permit. Zoned Planned Development-101-Retail/General Office within the Preston Road Overlay District.

#### **REMARKS:**

The applicant is requesting to amend Planned Development-101-Retail/General Office (PD-101-R/O-2) to allow Single-Family Residence Attached (SF-A) as an additional permitted use with modified development standards and to allow Private Street Development as an additional use to be permitted by Specific Use Permit (SUP) only. The SUP for Private Street Development is being requested with companion Zoning Case 2014-16 (Agenda Item No. 6B).

The subject property contains multiple lots with existing development including a convenience store with gasoline pumps, car wash, minor automobile repair and retail along Preston Road, an independent living facility adjacent to Ohio Drive, and a continuing care facility adjacent to Spring Creek Parkway. A 12.7± acre undeveloped parcel is located within the center of the PD with frontage on Preston Road and Ohio Drive and is the proposed location for the SF-A subdivision. Approximately five acres of this property are undevelopable due to easements located within the northern portion of the subject property. Lastly, an existing creek is located within the center of the PD extending from Ohio Drive to Preston Road.

The existing zoning is PD-101-R/O-2. The R zoning 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 or warehousing. The O-2 zoning 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. 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. PD-101-R/O-2 was originally created in 2000 to allow for retail uses not exceeding 50,000 square feet, and continuing care facilities.

The requested SF-A zoning is intended to provide for a variety of residential housing types and densities in the medium density range (five-ten units/acre) on individually-platted lots or multiple units on a single lot.

A concept plan, Harvard Villas, accompanies this request as Agenda Item No. 6C.

### **Surrounding Land Use and Zoning**

The property to the north is zoned Multifamily Residence-2 and Single-Family Residence-6, and is developed as multifamily and single-family residences. The property to the east, across Ohio Drive, is zoned Multifamily Residence-2 and Single-Family Residence-6, and is developed as multifamily and single-family residences. The property to the south, across Spring Creek Parkway, is zoned Planned Development-178-Retail (PD-178-R), and is partially developed as retail uses. The property to the west, across Preston Road, is zoned Commercial Employment (CE), and is developed as multifamily, hotel, medical office, and convenience store with gas pumps uses.

### **Proposed Planned Development Stipulations**

The requested zoning is to amend PD-101-R/O-2. There are two primary parts to this request: land use and design standards.

**Land Use** - The applicant is proposing to allow Single-Family Residence Attached (SF-A) as an additional permitted use by right with modified development standards and Private Street Development by Specific Use Permit (SUP). The PD currently allows SF-A by specific use permit. Private Streets are not allowed.

**Design Standards** - The applicant is proposing to modify the SF-A area, yard and bulk requirements to include:

- Minimum lot area per dwelling unit: 2,125 square feet
  - The SF-A zoning district requires 2,250 square feet
- Minimum side yard of corner lot: 10 feet
  - Section 3.600 (Side Yard Regulations) requires 15 feet in instances where additional setback is necessary for consistency with adjacent lots
- Minimum usable open space: Exempt
  - The SF-A zoning district requires a minimum of 10% of the gross platted area be provided as usable open space

- Parking requirements: Maximum of 900 feet
  - The SF-A zoning district requires visitor parking to be within 600 feet of each unit

### **Conformance to the Comprehensive Plan**

**Future Land Use Plan** - The Future Land Use Plan designates this property as Medium Intensity Office (MIO) and Major Parks and Recreation (P) land uses. The proposed SF-A request does not conform to the Future Land Use Plan designation of MIO. The subject property contains a portion of the Bluebonnet Trail and is in conformance with the P land use designation.

**Adequacy of Public Facilities** - Water and sanitary sewer services are available to serve the subject property. However, the applicant will need to verify that the sanitary sewer capacity is sufficient to accommodate the proposed change in use from commercial to single-family residential.

**School Capacity** - The proposed development is located in the Plano Independent School District (PISD). This area is served by Gullede Elementary, Robinson Middle School, Jasper High School and Plano West Senior High. At this time and based upon current attendance boundaries, PISD has determined that there is available capacity at all four schools.

**Public Safety Response Time** - Based upon existing personnel, equipment and facilities, fire emergency response times will be sufficient to serve the site. 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 half mile of Archgate and Carpenter parks that will serve the development. Additionally, the existing Bluebonnet Trail is located within the utility easement on the northern portion of the subject property.

The property is located within the Parr, Davis, Haggard, and Schimelpfenig library service areas. Davis Library is the only library that would have difficulties accommodating additional residents.

### **Interim Amendments to the Comprehensive Plan**

In April 2012, the City Council adopted interim amendments to the Land Use Element of the Comprehensive Plan which included recommendations pertaining to the use of the city's undeveloped land. One of those amendments is applicable to this request:

1. 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.

The undeveloped property proposed for SF-A uses is the only remaining undeveloped land within the PD, or immediate area. The adjacent properties within the PD are developed as nonresidential uses and the subject property is separated from the existing residential properties to the north with no possibility for future connection. Furthermore, the request to gate the subdivision is additional evidence that this property would be an isolated residential development. This request is not consistent with this interim amendment to the Comprehensive Plan.

### **Comprehensive Plan Policies - Rezoning for Single Family Development**

In multiple locations within the Comprehensive Plan, it is recommended that areas to be rezoned to residential should be an extension of an existing residential neighborhood and not separated from existing residential neighborhoods by a thoroughfare of Type "C" or larger. The request is not in compliance with this policy. To the north of the subject property, there is an existing 250-foot Texas Power & Light (TP&L) easement and a City of Plano Hike and Bike Trail easement. This distance which is over twice the width of a Type "C" roadway and separates the subject property from existing residential uses. Furthermore, due to these easements, any connection to existing residential uses would be prohibited.

Additionally, the Comprehensive Plan recommends against rezoning areas which would be affected by adverse environmental conditions such as noise, light, fumes, or related nuisances. The subject property is not suitable for residential development due to the close proximity of existing nonresidential uses along Preston Road which will create adverse environmental conditions for future residents.

Finally, the Comprehensive Plan recommends that areas to be rezoned should provide an appropriate transition between residential and nonresidential uses. The concept plan for Harvard Villas shows a proposed six-foot masonry screening wall which would separate future residences from the existing commercial businesses along Preston Road. However, residential lots are located immediately adjacent to these uses, and the proposed screening wall will not create a sufficient transition between uses.

## **ISSUES**

### **Incompatible Land Uses**

The city established residential adjacency standards in 1999 in order to preserve and protect the integrity, enjoyment, and property values of residential neighborhoods through the establishment of standards for certain nonresidential uses that may impact surrounding residential land uses. Due to the proposed SF-A development being located within a nonresidential zoning district the residential adjacency standard would not apply to the existing commercial uses. However staff believes the intent of the residential adjacency standards still apply. Staff is concerned about several existing uses which would be in close proximity to future residences if the zoning request is approved.

There are three existing uses which are a concern for city staff, two of which are specifically prohibited by the Residential Adjacency Standards:

1. Car wash: Car washes are prohibited within 150 feet of a residential zoning district. The subject property has proposed residential lots immediately adjacent to an existing car wash.
2. Convenience store with gas pumps: These uses are also prohibited within 150 feet of a residential zoning district. The subject property has proposed residential lots immediately adjacent to an existing convenience store with gas pumps.
3. Vehicular Service Bays: A minor-automotive repair business is adjacent to Preston Road with vehicular service bays in close proximity to and oriented towards the proposed residential subdivision. Vehicular services bays within 150 feet of a residential district are required to face away from a residential district unless separated by a building or permanent architectural feature of minimum height matching the height of the service bays.

The proposed zoning would allow homes to be located within 10 feet of these uses and their service areas including several dumpsters. Because of these existing uses, future residents would be subject to noise, odors and other impacts of commercial operations which will be detrimental to residential living. Furthermore, residents may not become fully aware of these nuisances until they reside in the area. If this location is appropriate for residential uses, the Commission should consider imposing a setback, or requiring additional landscaping or other abatement in order to mitigate the impacts of these incompatible land uses.

### **SUP for SF-A in Retail Zoning**

In 2003, Council adopted the *Retail Study of Underperforming and Vacant Retail Areas* initiated by the cities of Carrollton, Richardson, and Plano. This study examined the retail market conditions in the three cities and offered alternatives to address underperforming and vacant retail properties. The study identified Plano as having an overabundance of R zoning. The proposed SF-A subdivision would help reduce the amount of undeveloped retail zoned property within the city.

As a result of this study, City Council amended the R zoning district to allow Single-Family Residence-Attached (SF-A), Two-Family Residence (2F) and Patio Home (PH) development with an SUP. The existing zoning is PD-101-R/O-2. The applicant has the opportunity of requesting an SUP for SF-A zoning and developing the property according to the SF-A zoning base district regulations, but instead has chosen to request a PD amendment with modified standards. Several other properties with similar developable acreages, located in R districts, have requested SUPs and have been successfully able to develop without requesting a PD:

- Redhill Springs - 76 SF-A lots with two open space lots on ten acres located at the southwest corner of Hedcoxe Road and Custer Road

- Timberbrook North Phase 2 - 83 Patio Home lots and two open space lots on 15 acres located at the southeast corner of Jupiter Road and Chaparral Road
- Renaissance Addition - 31 Patio Home lots and two common area lots on six acres located on the south side of Bent Horn Drive, 250± feet west of Custer Road.

Although two of these sites are adjacent to nonresidential uses, they are not adjacent to automotive uses which would create detrimental impacts to residents such as a gas station, car wash or automobile repair. If the subject property is appropriate for a residential subdivision, staff believes that the applicant should use the base zoning district standards and comply with the standard SF-A area, yard and bulk requirements.

### **Open Space**

The SF-A district requires that any subdivision greater than 50 lots provide usable open space which equals or exceeds ten percent of the gross platted area due to the density of these subdivisions and the minimum amount of usable space within each lot. The applicant is able to reduce their open space requirement by one-third since the subject property is adjacent to a city hike and bike trail easement. Taking into consideration the one-third reduction, the applicant is required to provide 36,881 square feet of usable open space.

The applicant is requesting to be exempt from any usable open space requirement. The concept plan for Harvard Villas shows 13,050 square feet of usable open space provided. However, if the zoning request is approved, the applicant would not have to provide any usable open space, including the 13,050 currently shown. Additionally, the location of the proposed open space is in an area which is not easily accessible to all residents. Physical connections have been provided to streets to the north and west, but the layout and design of the open space is not well integrated into the development.

### **PD Amendments**

The applicant is requesting several modifications to the SF-A zoning district requirements including:

- Proposed Minimum Lot Area per Dwelling Unit - 2,125 square feet
  - *Current Requirement* - 2,250 square feet required.

Staff does not support the proposed lot area reduction/modification. The existing standards are sufficient for SF-A developments.

- Proposed Minimum Side Yard of Corner Lot - Ten feet
  - *Current Requirement* - Ten feet adjacent to the street, except as required in Section 3.600 (Side Yard Regulations):
    - 15 feet on corner lots where one street exposure is designated as a side yard.

- If residential lots are platted such that the side of one lot abuts the rear of another lot, the side building line adjacent to the street is platted at the same depth as the adjacent front building line.

Staff does not support the proposed reduction in the minimum side yard of a corner lot. The existing side yard regulation requirements are adopted standards for all residential lots. The purpose of this side yard setback is to enhance visibility and safety for public street operations and to create a consistent development pattern within the subdivision.

- Proposed exemption from minimum usable open space
  - *Current Requirement* - 36,881 square feet. The applicant is providing 13,050 square feet.

Staff does not support the proposed exemption request. The existing Usable Open Space regulations are necessary for SF-A developments. If the zoning request is approved, the applicant would not have to provide any open space.

- Proposed maximum distance of 900 feet from required visitor parking spaces to the dwelling units
  - *Current Requirement* - Visitor parking spaces shall be provided within 600 feet of each unit.

Staff does not support the increased distance request for visitor parking. Visitor parking is an important amenity for SF-A developments. The existing maximum distance is recommended as it is an established comfortable walking distance based upon existing development standards.

### **Private Street Development**

Lastly, the applicant is requesting to allow Private Street Development by SUP within the PD. This use is not currently allowed within the PD, nor is it permitted within any nonresidential zoning districts. The Subdivision Ordinance requires private street developments to have a mandatory property owners association which is responsible for the maintenance of private streets and appurtenances. Due to the isolated location of the subject property, the property owners association will have to maintain several long portions of linear street which do not serve residential lots, but are needed solely to provide access to the subdivision. The responsibility to maintain these streets could put an undue burden on future residents of the development.

If the Commission believes this is an appropriate location for residential zoning, a private street development may be appropriate if it is developed in conformance with the city's Subdivision Ordinance and adopted Private Street Guidelines. Zoning Case 2014-16 is the applicant's SUP request for Private Street Development and provides further information regarding the subject property's conformance to the city's private street regulations.

## SUMMARY

The applicant is requesting to amend PD-101-R/O-2 to allow SF-A as an additional permitted use with modified development standards and Private Street Development by SUP. The request is not in conformance with the Future Land Use Plan which recommends this property be developed as Medium Intensity Office (MIO). The request is not in conformance with the 2012 Interim Amendments to the Land Use Element of the Comprehensive Plan related to isolated residential development. The request is also not in conformance with several significant polices of the Comprehensive Plan when rezoning for single-family development, zoning district standards for an SF-A subdivision, or the requirements of the R zoning district for residential uses. Finally, the request is adjacent to several nonresidential uses which would create adverse living conditions if residential development is permitted.

For these reasons, staff believes residential uses are not appropriate use for the subject property. Therefore, staff recommends denial of the zoning request.

## RECOMMENDATION:

Recommended for denial.

However, if the Commission decides to recommend approval, the proposed PD language as requested by the applicant is as follows (additions are indicated in underlined text):

Restrictions:

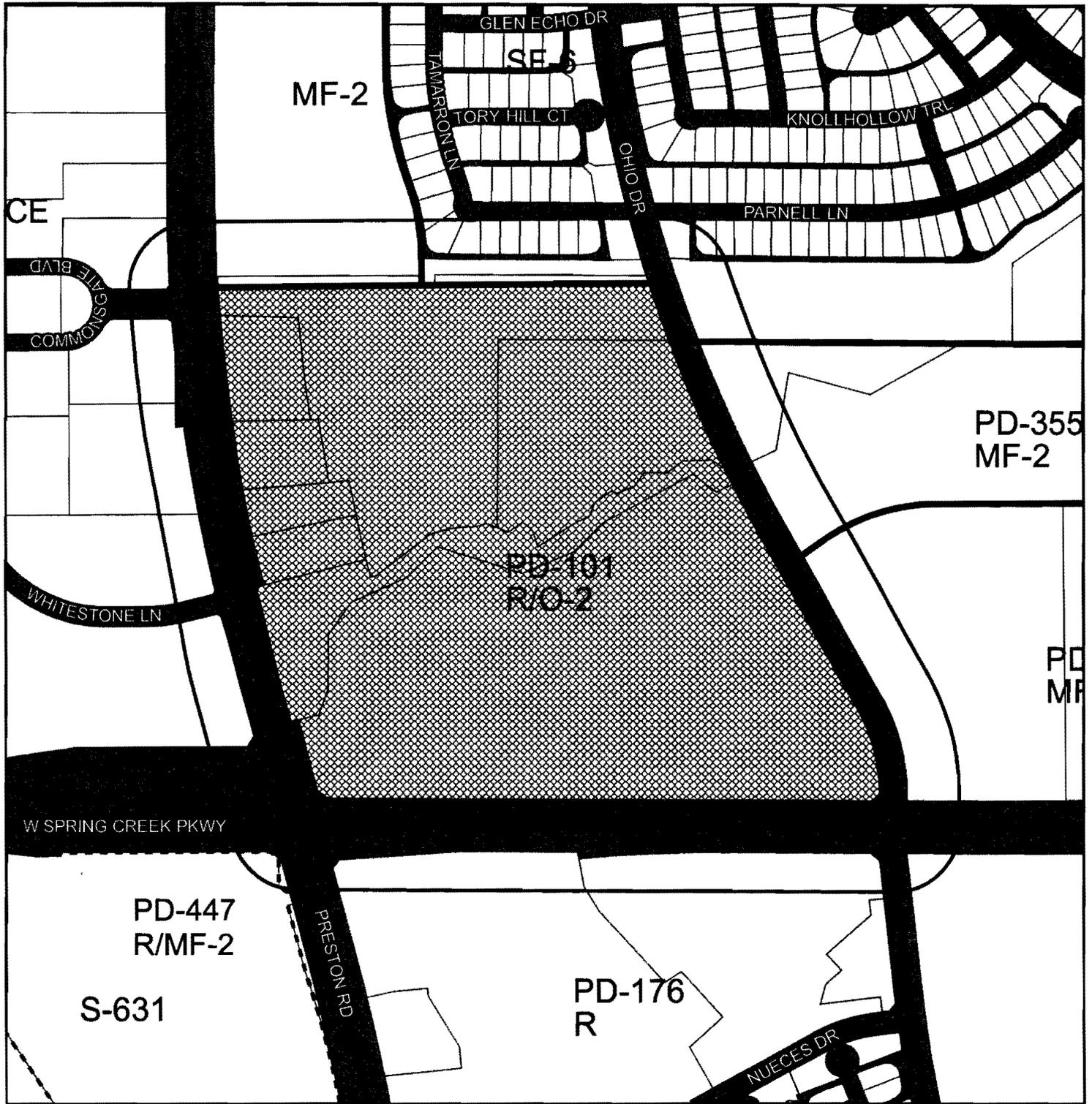
### General Standards

1. Retail uses shall not exceed 50,000 square feet of gross building area.
2. The maximum size of any single building for retail uses shall not exceed 15,000 square feet of gross building area.
3. Retirement housing, household care institution, and long-term care facility uses are additional allowed uses for the portion of the property south of the natural floodplain and watercourse.
4. Provision of a hike and bike trail easement along the northern property line. Adjacent to the Single-Family-6 property, the hike and bike trail easement shall be the full width of the TP&L easement within this property. Adjacent to the Multifamily Residence-3 property, the hike and bike trail easement shall be 30 feet in width and shall be in the northernmost portion of the TP&L easement within this property.
5. Single-Family Residence Attached is an additional permitted use.
6. Private Street Development is an additional permitted use by specific use permit only.

## Single-Family Residence Attached Standards

Single-Family Residence Attached development shall be in accordance with the Single-Family Residence Attached zoning district regulations with the following exceptions:

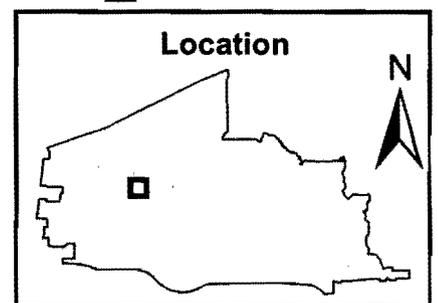
1. Minimum lot area per dwelling unit: 2,125 square feet
2. Minimum side yard of corner lot: 10 feet
3. Minimum usable open space: None
4. Parking requirements: One-fourth visitor parking shall be provided within 900 feet of each unit



Zoning Case #: 2014-13

Existing Zoning: PLANNED DEVELOPMENT-101-  
RETAIL/GENERAL OFFICE/  
PRESTON ROAD OVERLAY DISTRICT

- 200' Notification Buffer
- Subject Property
- Zoning Boundary
- - - Specific Use Permit
- Right-of-Way



Source: City of Plano Planning Department

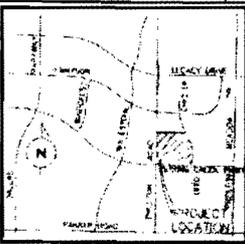
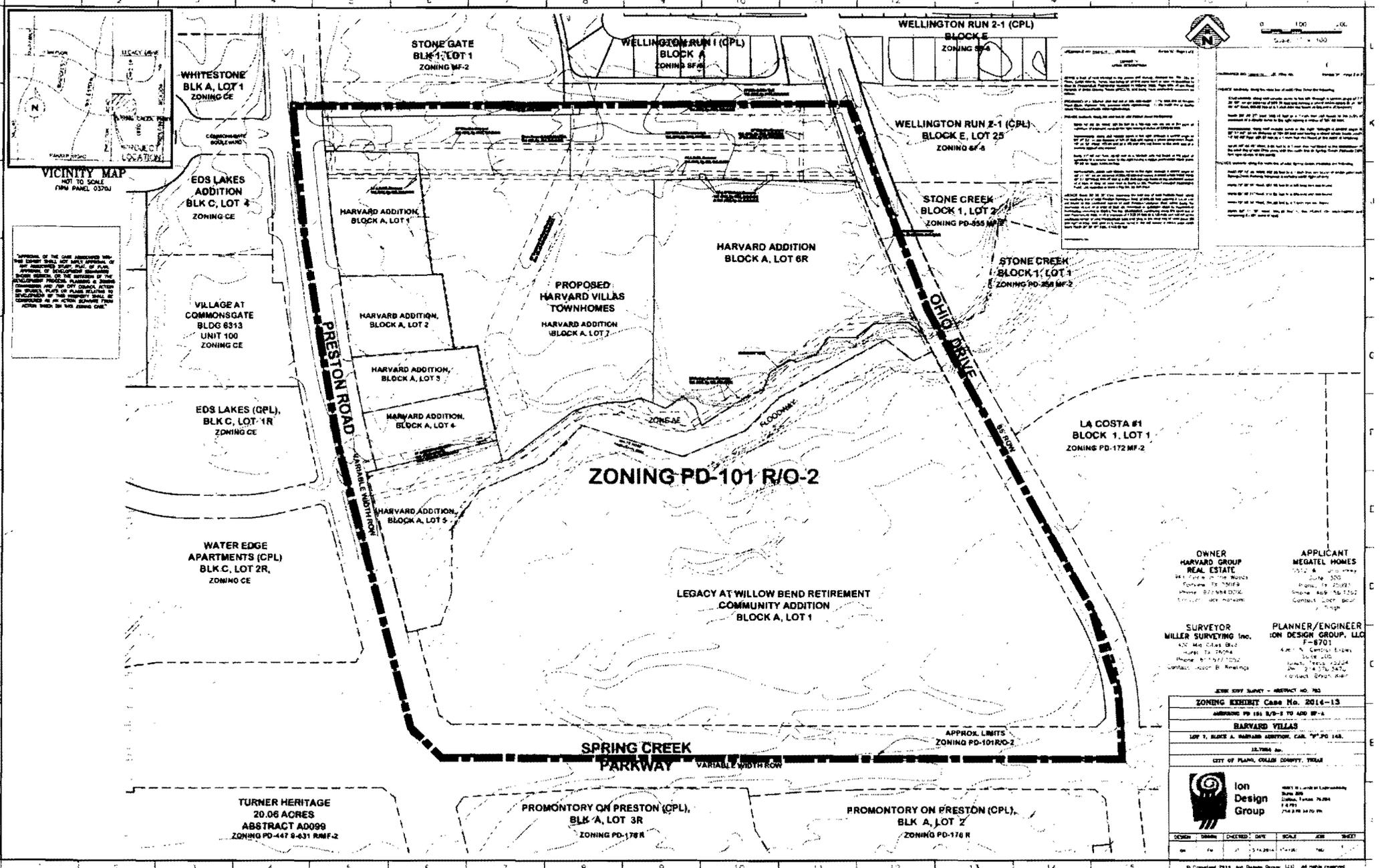


Area of Request



Source: City of Plano, Planning Dept.  
Date: July, 2014

Zoning Case 2014-13



NOTICE: THE CITY ENGINEER HAS REVIEWED THE PLAN AND APPROVED THE PROPOSED LOT LAYOUTS AND ZONING. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

**NOTICE TO THE PUBLIC**

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**NOTICE TO THE APPLICANT**

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2016 CITY SURVEY - ABSTRACT NO. 763

**ZONING EXEMPT Case No. 2016-13**

AMENDING PD 184 B/D-2 TO ADD B/D-4

**HARVARD VILLAS**

LOT 7, BLOCK A, HARVARD ADDITION, CAL. T<sup>ST</sup> PD 148.

JL7896.dwg

CITY OF PLANO, COLLIER COUNTY, TEXAS

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NO.	DATE	BY	REVISION
1	01/11/16	JL7896	ISSUE FOR PERMIT