

CITY COUNCIL

1520 AVENUE K



DATE: 11/10/2014
CALL TO ORDER: 7:00 p.m.
INVOCATION: Associate Pastor Julian McMillian
Grace Outreach Center
PLEDGE OF ALLEGIANCE: American Legion Harding - Blaine Post 321
Color Guard and Brownie Troop 3480 -
Hughston Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>PROCLAMATION and PRESENTATION: Veterans Day is November 11, a day to honor all who have served our country.</p> <p>PROCLAMATION: Homelessness Awareness Days are November 14 - 22, 2014.</p> <p>SPECIAL RECOGNITION: The Salvation Army is starting its Red Kettle Campaign.</p> <p>PRESENTATION: The Plano Planning Department has received several awards from the Texas Chapter of the American Planning Association.</p> <p><u>CERTIFICATES OF APPRECIATION</u></p> <p><u>Community Relations Commission</u> - Jean Dormier</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>CONSENT AGENDA</u> <u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u> (a) October 27, 2014 November 1, 2014</p> <p><u>Approval of Expenditures</u> <u>Approval of Change Order</u> (b) To 2 CMD Inc., increasing the contract by \$112,485 for the Residential Concrete Pavement Rehab Zone I6 South, Project No. 6324, Change Order No. 1, Bid No. 2013-384-B.</p> <p><u>Approval of Expenditure</u> (c) To approve an additional expenditure in the amount of \$24,475 for Southern Land Company, LLC to complete the installation of gates, fencing, and other security features in the police parking garage at the Junction 15 development at 15th Street and I Avenue; and authorizing the City Manager to execute all necessary documents.</p> <p>(d) To approve an expenditure for maintenance support for public safety system software in the amount of \$50,105 from Colossus, Incorporated d/b/a InterAct Public Safety Systems for the Fire and Police Departments; and authorizing the City Manager to execute all necessary documents.</p> <p>(e) To approve an expenditure for Laserfiche document management software maintenance and support in the amount of \$55,147 from DocuNav Solutions for various departments; and authorizing the City Manager to execute all necessary documents.</p> <p>(f) To approve an expenditure for additional licenses for the TriTech Inform Computer Aided Dispatch (CAD) application in the amount of \$85,400 from TriTech Software Systems for the Public Safety Communications Department; and authorizing the City Manager to execute all necessary documents.</p> <p><u>Adoption of Resolutions</u> (g) To approve the terms and conditions of an Economic Development Incentive Agreement by and between AREVA Med LLC, a Delaware limited liability company, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(h)	To approve the terms and conditions of an Economic Development Incentive Agreement by and between Greatbatch Ltd., a New York corporation, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.	
(i)	To approve the terms and conditions of an Economic Development Incentive Agreement by and between Hilti, Inc., an Oklahoma corporation, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.	
(j)	<p><u>Adoption of Ordinances</u></p> <p>To amend Section 12-101 of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on certain sections of Chattham Court, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	Consideration of an Ordinance to determine a public necessity to acquire the easement property as described in the attached Exhibit "A", also known as a portion of 1017 E. 15th Street, of the City of Plano, for the public use of the construction of the Centralized Waste Collection Station on 15th Place Project; authorizing the use of the power of eminent domain to condemn the easement property; 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 to file eminent domain proceedings, if necessary, and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(2)	Public Hearing and consideration of a Resolution to approve the use or taking of a portion of City of Plano public Park Land, known as Arbor Hills Nature Preserve pursuant to Chapter 26 of the Texas Parks and Wildlife Code to approve using a portion of dedicated Park Land as a permanent easement for purposes of rerouting and abandoning part of an existing sewer pipeline to the North Texas Municipal Water District; authorizing the City Manager to execute all necessary documents; and providing an effective date.	
(3)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-25 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 86.2± acres of land located on the west side of Coit Road, 950± feet north of Mapleshade Lane in the City of Plano, Collin County, Texas, from Corridor Commercial and Light Industrial-1 to Urban Mixed-Use-2; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Crow-Billingsley LTD. No. 10, Billingsley 121 Coppell, LTD and University Business Park Phase II Limited	
(4)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-33 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 10.7± acres of land located at the southwest corner of Spring Creek Parkway and Parkwood Boulevard in the City of Plano, Collin County, Texas, from Regional Commercial with Specific Use Permit No. 654 for Mid-Rise Residential to Planned Development-492-Regional Commercial with Specific Use Permit No. 654 for Mid-Rise Residential; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Acres of Sunshine, Ltd	
(5)	Public Hearing and consideration of an Ordinance to amend the Thoroughfare Plan map of the Comprehensive Plan as originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said map as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date. Applicant: City of Plano.	
(6)	<p>Consideration of a Resolution to adopt the 2015 Legislative Program for the City of Plano, Texas; directing the City Manager to act with regard to the City's Legislative Program; and providing an effective date.</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

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/10/2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PROCLAMATION and PRESENTATION: Veterans Day is November 11, a day to honor all who have served our country.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



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PROCLAMATION: Homelessness Awareness Days are November 14 - 22, 2014.				
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FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
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FUND(S):				
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Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PRESENTATION: The Plano Planning department has received several awards from the Texas Chapter of the American Planning Association.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
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This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
October 27, 2014**

COUNCIL MEMBERS PRESENT

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

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
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, October 27, 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, Section 551.071; to receive information regarding Economic Development, Section 551.087; to discuss 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 at 6:18 p.m. in the Senator Florence Shapiro Council Chambers.

Consideration and action resulting from Executive Session –

No items were brought forward.

Personnel – Appointments/Reappointments

Photographic Traffic Signal Advisory Committee

Upon a motion made by Mayor LaRosiliere and seconded by Council Member Miner, the Council voted 8-0 to appoint Natalie Crawford as Vice-Chair.

DART Report

DART Board of Director Member Faye Wilkins provided an update on DART programs and activities. She spoke to the temporary storage of winter weather materials for road safety on an unused portion of the parking lot at the DART Northwest Plano Park and Ride. Ms. Wilkins stated DART will be replacing worn out track in downtown Dallas and weekend riders will be rerouted. She reported the new debit card based Plano Senior Ride Program will be implemented in February, 2015. Ms. Wilkins spoke to the reserved resident parking usage at the Parker Road station and that the rail usage to the State Fair averaged 125,000 riders per day.

Seasonal Watering Restrictions – North Texas Municipal Water District

This item was not discussed.

Building Inspections Briefing

Chief Building Official Mata spoke to the department's 35 full and part-time employees and the services they provide. He stated the department is responsible for building permits, plan review, building inspections, and coordinating the meetings of the Board of Adjustment and Building Standards Commission. Mr. Mata stated, annually, the department processes 13,773 permit applications, handles 15,302 walk-in customers, processes 17,064 permits, handles 21,222 phone inquiries, and daily, processes \$18,398 in cash receipts. He spoke to the plan review process and time frame for processing residential and commercial permits. Mr. Mata reported the department provided 52,326 inspections and inspections are performed next-day with same-day and Saturday inspections available for a fee. He added inspectors are on-call to handle emergencies. Mr. Mata spoke to the number of cases heard by the Building Standards Commission and Board of Adjustment and the department's awards and accolades.

Council items for discussion/action on future agendas

Deputy Mayor Pro Tem Harris requested Council to discuss the option of including the Texas Pledge at all Council meetings.

Consent and Regular Agendas

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 6:38 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
October 27, 2014**

COUNCIL MEMBERS PRESENT

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

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
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, October 27, 2014, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Pastor McClane from Northpointe Church led the invocation and Junior Girl Scout Troop 3461 led the Pledge of Allegiance.

Mayor LaRosiliere presented proclamations recognizing Pancreatic Cancer Awareness Month and Animal Shelter Appreciation Week. He recognized the Marketing and Community Engagement Department receiving a SAVVY Award from City-County Communications and Marketing Association (3CMA) for the campaign use of Social Media. Mayor LaRosiliere further administered oaths of office to incoming board and commission members and presented certificates of appreciation to outgoing board and commission members.

Comments of Public Interest

Citizen Jack Lagos spoke regarding the disbursement of assets from the dissolution of The Arts Center of North Texas.

CONSENT AGENDA

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

Approval of Minutes (Consent Agenda Item “A”)

October 13, 2014

Approval of Expenditures

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

RFP No. 2014-169-C for a one (1) year contract with three (3) City optional one-year renewals for life insurance, to be utilized by Human Resources to Cigna Corporation, in an estimated total amount of \$3,229,348; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Bid No. 2014-348-B for the purchase and installation of a Grounding Transformer for the Municipal Center to Kennedy Electric, Inc., in the amount of \$50,283; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Bid No. 2014-353-B for the purchase and installation of Backstand Power Upgrades for the Parkway Operations Building to Groves Electrical Service, Inc., in the amount of \$61,152; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

Bid No. 2014-355-B for Canopy Roof Replacement at the Harrington Library to Roof Management Services, Inc., in the amount of \$98,820; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

Bid No. 2014-349-B for the purchase and installation of HVAC and Electrical Modifications for 911 Operations in the Municipal Center to Infinity Contractors International, Ltd., in the amount of \$135,427; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

CSP No. 2014-248-B for the construction of the Police Gun Range Modifications to Turner Construction Company, in the amount of \$1,189,000; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

CSP No. 2014-73-B for an IP Based Fire Station Alerting System, for Public Safety Communications and Plano Fire Rescue to PURVIS Systems Incorporated in the total amount of \$1,306,334; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

Bid No. 2014-340-C for a one (1) year contract with three (3) City optional one-year renewals, for the purchase of de-chlorinator tablets for Public Works to HD Supply Waterworks, LTD, in the estimated annual amount of \$73,879; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

Purchase from an Existing Contract

To approve a five (5) year term contract for the purchase of Energy Management System Maintenance for Facilities Maintenance, in the estimated total amount of \$495,015 from Johnson Controls, Inc., through an existing contract/agreement with TXMAS; and authorizing the City Manager to execute all necessary documents. (TXMAS-5-03FAC020) (Consent Agenda Item “J”)

Approval of Contract Modification

To approve and authorize Contract Modification No. 2 for additional design services for Oak Point Recreation Center Expansion & Renovation, in the amount of \$191,540 with Brinkley Sargent Architects; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “K”)

Approval of Expenditure

To approve expenditures for Major Arts Grant funds in the total amount of \$789,404 for various arts organizations; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “L”)

Adoption of Resolutions

Resolution No. 2014-10-13(R): To approve the terms and conditions of Local Project Advance Funding Agreement (LPAFA) between City of Plano and the Texas Department of Transportation (TxDOT) for improvements on Preston Road at President George Bush Turnpike (SH 190); authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date. (Consent Agenda Item “M”)

Resolution No. 2014-10-14(R): To approve the terms and conditions of the amended Interlocal Agreement (ILA) between City of Plano and Collin County for improvements on McDermott Road from Coit Road to Ohio Drive. This amended Interlocal Agreement will supersede and will repeal the Interlocal Agreement approved on January 25, 2010 by Resolution 2010-1-12(R); authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date. (Consent Agenda Item “N”)

Resolution No. 2014-10-15(R): To abandon a fee simple interest of a portion of road right-of-way known as Park Vista Road, dedicated by the Woodlands of Plano Final Plat Number 109891, Volume M, Page 260 Plat Records, as shown on Exhibit "A" which is located in the City of Plano, Texas, retaining a Fire Lane, Access, Utility, Drainage, Public Way, and Sidewalk easement; quitclaiming the fee simple interest to the abutting property owner, to the extent of their interests; authorizing the City Manager to execute all documents necessary to convey the interest; and declaring an effective date. (Consent Agenda Item “O”)

Resolution No. 2014-10-16(R): To approve the terms and conditions of a License Agreement by and between the City of Plano and Dallas Area Rapid Transit (DART) for the use of approximately 43,000 square feet of land at the DART Northwest Plano Park and Ride for the use of sand and salt storage; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “P”)

Adoption of Ordinances

Ordinance No. 2014-10-17: To adopt and enact Supplement Number 108 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. (Consent Agenda Item “Q”)

Ordinance No. 2014-10-18: To approve the carrying-forward of certain fiscal year 2013-14 funds to fiscal year 2014-15; and providing an effective date. (Consent Agenda Item “R”)

Ordinance No. 2014-10-19: To repeal Ordinance No. 2014-10-7; amending Ordinance Nos. 2009-2-15 and 2013-10-32 codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to reflect new rates and increase the fee schedules for water and sewer services effective November 1, 2014, and providing a repealer clause, a severability clause, a savings clause, and an effective date. (Consent Agenda Item “S”)

Ordinance No. 2014-10-20: To amend certain sections of Ordinance No. 2013-6-4 codified as Section 10-3 of Article I, Chapter 10, Library, of the Code of Ordinances of the City of Plano to revise the fee schedule for unreturned and overdue materials, and to establish charges for lost cards, room rentals, and administrative fees; and providing a severability clause, a repealer clause, a savings clause, a penalty clause, a publication clause, and an effective date. (Consent Agenda Item “T”)

END OF CONSENT

Public Hearing and adoption of Ordinance No. 2014-10-21 as requested in Zoning Case 2014-26 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, amending Subsection 2.829 (Urban Mixed-Use) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses), Section 5.600 (Amendments) of Article 5 (Site Plan Review), and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended to modify the Urban Mixed-Use zoning district; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano (Regular Item “1”)

Development Review Manager Hill stated this zoning case is to clean up and clarify existing mixed-use regulations in the areas of setbacks, definitions, mixed-use requirements, streets and sidewalks, parking, townhome density, and phasing. He advised that the Planning and Zoning Commission recommended approval as follows: (Additions are indicated in underlined text; deletions are indicated in ~~striketrough text~~.)

2.829 UMU - Urban Mixed-Use

1. Purpose

The UMU district is intended to provide a planning, regulatory, and management framework for the design, development, and operation of urban mixed-use centers which promote social interaction, community identity, and efficient use of land and resources. The UMU district should also support and encourage a variety of transportation options, including transit, bicycles, and walking. The zoning district is applicable primarily to large undeveloped properties where higher density residential and commercial uses are appropriate.

2. Permitted Uses

See Subsection 2.502 Schedule of Permitted Uses for a complete listing.

Public Hearing and adoption of Ordinance No. 2014-10-21(cont'd.)

3. Area, Yard, and Bulk Requirements

Description	Requirement	
	Commercial and Multifamily	Single-Family Attached
Minimum Lot Area	None	700 square feet
Minimum Lot Width	None	20 feet
Minimum Lot Depth	None	35 feet
Front Yard Setbacks	75% of the building face shall be within 25 feet of the street curb. If easements are present, <u>or public open space, patio dining, plaza or other public amenity is provided</u> , 75% of the building face shall be built to the easement line, <u>open space or public amenity</u> . The setback <u>may be increased to a maximum of 100 feet if a drive aisle with double-loaded parking is installed between the building face and a public street of Type D or above</u> .	75% of the building face shall be within 25 feet of the street curb. If easements are present, 75% of the building face shall be built to the easement line.
Side Yard Setbacks	Interior Side Yard - None Exterior Side Yard (Corner Lot) - Shall be treated the same as front yards.	Interior Side Yard - None Exterior Side Yard (Corner Lot) - Shall be treated the same as front yards.
Minimum Rear Yard	None	None
Minimum Height	2 story	2 story
Maximum Height	15 story	3 story
Maximum Lot Coverage	None, except as limited by applicable setback requirements from Front Yard Setbacks, Side Yard Setbacks, Minimum Rear Yard, and Maximum Height above	100% including accessory buildings
Minimum Lot Coverage	60%	60%
Maximum Floor Area Ratio	6:1 except as limited by applicable setback requirements from Front Yard Setbacks, Side Yard Setbacks, Minimum Rear Yard, and Maximum Height above.	None
Minimum Floor Area Ratio	1:1	NA

Public Hearing and adoption of Ordinance No. 2014-10-21(cont'd.)

4. Definitions

The following terms and definitions only apply to the regulations of this district. Where they conflict with general definitions in the Zoning Ordinance, these definitions shall control.

- a. Floor Area Ratio - The ratio of a building's gross floor area to the area of the lot on which the building is located.
- b. Gross Floor Area - The sum of floor area within the perimeter walls of a building. Gross floor area only includes air-conditioned space intended for human occupancy and excludes garages, patios, attics, balconies, roof decks, and other exposed or unairconditioned space.
- c. ~~Gross Leasable Area - The total floor area intended for tenant occupancy and exclusive use, but excluding garages, patios, attics, balconies, roof decks, and other exposed or unairconditioned space.~~
- c. Gross Linear Footage - The total length of a building as measured in a straight line along the street.
- d. Residential Density - The number of individual residential living units per acre of the site or lot on which they are located. Calculation of residential density shall be based on the net size of the property, exclusive of public and private street right-of-way, street easements, and park and open space accessible to the public.
- e. Effective Residential Density - A measure applied to a mixed-use building which ~~includes~~ calculates the total number of possible residential units to estimate the potential density if the building were used solely for residential purposes. Effective density equals per acre density based on the total number of residential units plus the gross ~~leasable~~ floor area of nonresidential and/or live/work/flex space divided by the average residential unit size.
- f. Live/Work/Flex Space - A dwelling unit of not less than 700 square feet that, subject to building code compliance, may be used completely or in part for an allowed nonresidential use.
- g. Block - An area enclosed by streets, utility easements and/or transit rights-of-way on all sides, excluding divisions created by fire lanes, alleys, and service drives.
- h. Block Length - The distance along a street face uninterrupted by an intersecting street, utility easement, and/or transit right-of-way, excluding intersections with alleys and service drives.
- i. Reciprocal Easement Agreement - A contract among property owners and tenants governing the use and operation of property, including shared common areas, usable open space, and parking.
- j. Lot Coverage - The area of a site or lot covered by a building measured from the base of the perimeter walls, excluding covered walkways, porches, and un-air conditioned space. Tuck under parking and parking garages are included in the calculation of lot coverage.

Public Hearing and adoption of Ordinance No. 2014-10-21(cont'd.)

5. District Establishment and Administration

The regulations contained within this zoning district shall be supplemented with additional standards and conditions required to execute a specific development plan. The boundary of each UMU district shall be defined on the Zoning Atlas and identified with the letters UMU followed by a unique number referencing the supplementary regulations. In considering the establishment of a UMU district, the Planning & Zoning Commission and City Council may amend the base UMU regulations to implement individual development plans, with the exception of:

- a. Requirement for an adopted development plan
- b. Requirement for a governance association
- c. Minimum residential densities for multifamily development
- d. Requirement to maintain three or more uses
- e. Requirement for nonresidential uses to be constructed within the first phase of development

6. Adopted Development Plan

A UMU district shall not be established without the concurrent adoption of a development plan for the district. The plan shall show the location and type of streets, blocks, parking areas, and open space. The plan shall specify the primary, secondary, and tertiary categories of land use, including the ~~minimum and maximum~~ amount of gross floor area designated for each category of use. The plan shall specify the minimum and maximum number of residential units. The plan shall enumerate all standards, conditions, and performance and implementation requirements not otherwise contained in the base zoning district requirements. The development plan shall be adopted as part of the ordinance creating the UMU district. Major modifications to the development plan, including but not limited to specifications of land use categories and functional roles, significant lot, block and street design changes, and increasing the number of residential units, shall only be amended by the same process by which ~~it~~ the development plan was created. (See Section 5.500 Adopted Development Plan.)

7. Governance Association

Applications for building permits for development within a UMU district shall not be accepted or approved until a property owner's governance association is established. The association shall be responsible for maintaining all common property, improvements, and amenities within the district. It shall have power sufficient to assess and collect dues and charges as required to perform its responsibilities. It may have additional powers to administer other programs, including but not limited to security, promotion and marketing and entertainment. A Municipal Management district or Public Improvement district created in conformance with the Texas Local Government Code may be created to satisfy this requirement. A Reciprocal Easement Agreement (REA) allowing shared parking arrangements, public access to sidewalks, and to other amenities shall also be required and incorporated in the governance documents, but the REA may be deferred until a plan for common areas and amenities is submitted.

Public Hearing and adoption of Ordinance No. 2014-10-21(cont'd.)

8. Mixed-Use Requirement

Each UMU district must contain three or more use categories. Each category must be designated as primary, secondary, or tertiary according to the gross floor area for each use. ~~Only residential, retail, and office/institutional may be a primary use category.~~ A primary use category must include not less than ~~540%~~ or more than 70% of the gross floor area. Secondary use categories must include not less than 20% or more than 40% ~~or less than 20%~~ of the gross ~~leasable~~ floor area. Tertiary uses ~~shall~~ must include not represent more than 20% of the gross floor area. The percentages of primary, secondary, and tertiary uses ~~is to be defined in the adopting ordinance. Percentages of gross floor area may vary as long as their functional role does not change.~~ The primary use must always be the largest amount of actual building area constructed and under construction. Use categories are designated below:

Use Category	Functional Role
Primary Residential Uses	Primary, Secondary, or Tertiary
Retail Uses	Primary, Secondary, or Tertiary
Educational, Institutional, Public, and Special Uses	Primary, Secondary, or Tertiary
Office and Professional Uses	Primary, Secondary, or Tertiary
Service Uses	Tertiary
Transportation, Utility, and Communications Uses	Tertiary

9. Additional Use Regulations

- a. If multifamily residential use is a designated use, a minimum of 250 units is required. This requirement does not apply to mid-rise residential developments ~~of 5-12 stories in height.~~
- b. An average residential density of 40 dwelling units per acre must be maintained within a UMU district. The average shall be computed based on the actual ~~and effective~~ residential density of units built and under construction (building permit issued). The reservation and allocation of residential units shall be managed by the governance association. Phased development shall have a minimum average residential density of 40 dwelling units per acre. However, no phase having less than 40 units per acre may be constructed, unless preceded by or concurrently built with a phase which maintains the minimum 40 dwelling units for the overall UMU district. No individual phase may be constructed at a residential density less than 30 units per acre, with the exception of single-family attached uses.

Public Hearing and adoption of Ordinance No. 2014-10-21(cont'd.)

- c. No less than 20,000 square feet of nonresidential space must be built as part of the first phase of development, consisting of at least one restaurant and one retail space. Fitness centers, leasing offices, club and meeting rooms, and other uses associated with and managed by a multifamily use shall not be included to meet this minimum requirement. Freestanding nonresidential buildings may not be less than 10,000 square feet in size. There is no minimum size for individual lease spaces integrated vertically into a building,

10. Streets and Sidewalks

- a. All streets within a UMU district must be platted as private streets, unless the city agrees to accept dedication of some or all as public streets. All streets are to be open for public use and may not be gated or have restricted access, except as may be permitted for special events. All streets must be located in a private street lot or in public right-of-way. The width of a street lot or right-of-way shall be determined by the adopted development plan. A private street lot or public right-of-way may vary in width but must be sufficient to accommodate travel lanes, medians, sidewalks, utilities, street furniture and fixtures, and landscaping of public or common ownership. Easements may be required within the street lot for utilities and emergency access.
- b. All streets within a UMU district shall be constructed in accordance with the following general street classifications:
 - i. Major Median Divided (four 11-foot travel lanes) - Only permitted if a Type D or larger thoroughfare is required by the city's Thoroughfare Plan.
 - ii. Major Street (two 11-foot travel lanes with parallel or diagonal parking and valet or drop-off lanes)
 - iii. Minor Street (two 11-foot travel lanes with parallel parking and designated loading zones)
 - iv. Mews Street (for Single-Family Residence Attached development only) (two 11-foot travel lanes with three feet on each side to accommodate utilities and services) - Parking may be provided on mews streets but is not required.
 - v. Alley/Service Drive (two 12-foot travel lanes with no parking) - May also be a fire lane
- c. Street Design - A UMU district shall be organized into blocks created by a grid of streets. A variety of street types and block sizes may be incorporated to create the grid, including diagonal, off-set, and angled streets. Cul-de-sacs and curvilinear streets are prohibited.
- d. Block Size - The maximum block size is three acres, except as required for public park, hospital, or school use.
- e. Block Length - The maximum block length is 600 feet, except as may be required for park, hospital, or school use.

Public Hearing and adoption of Ordinance No. 2014-10-21(cont'd.)

- f. Required Main Street - All UMU districts shall have a main street, designated on the development plan, which serves as the core of the district. It shall be a major street ~~(two 11 foot travel lanes with parallel or diagonal parking)~~. ~~B~~ with buildings of a minimum of two stories shall fronting onto the main street. No parking garages or surface parking lots shall directly abut the main street. A minimum 600 foot to 1,200 foot section of the street shall be the activity center of the district core. A minimum of 75% of This the gross linear footage area of the first floor shall have the highest concentration along the activity center shall consist of retail, restaurant, and entertainment, and other active uses. ~~square footage in the UMU district.~~ The maximum width of store fronts in this area shall be limited to 100 feet. The perimeter of a superstore, food/grocery store, or regional theater must be lined with individual store fronts meeting this maximum width requirement. The specific development plan must define the main street. ~~It shall also designate the location of at least 60% of the gross floor area along the main street for primary and secondary uses.~~
- g. Street Trees - Street trees are required at the rate of one tree per 40 linear feet of major and minor street frontage. Adjacent to retail uses, street trees are required at the rate of one tree per 100 feet of major and minor street frontage. Trees shall be placed in planting beds or tree grates within five feet of the back of the street curb.
- h. Sidewalks - Sidewalks shall be provided on both sides of all major and minor streets as required below. A clear pedestrian path of seven feet in width shall be maintained on all minor streets and 12 feet in width on all major streets. Trees, landscaping, outdoor dining areas, bicycle racks, and street furniture may be placed within the sidewalk but may not reduce the clear path width. Awnings, canopies, and other detachable fixtures may extend into the street lot or public right-of-way. All public sidewalks and common areas to be maintained by the governance association shall be located in a street lot or public right-of-way. All other areas are to be on a building lot. Other walkways may be permitted to access open space, amenities, and services. All walkways are to be open to the public unless designated as private.

11. Usable Open Space

- a. Usable public open space shall be provided in an amount not less than five percent or more than ten percent of the gross acreage of the development. A maximum of 25% of the required open space may be located within a floodplain or within an overhead transmission line easement if these areas are improved for open space use. Except for property located within a floodplain, open space shall fit into the grid street and building block plan. Unless arranged as a courtyard with buildings on three sides, public open space shall abut a street on two sides. At least one plaza or open space shall be located within adjacent to the main street area required in 10.f above. Smaller usable open space areas may also be provided. ~~Individual public open space areas and shall be no larger than three acres or smaller than one-quarter acre. The plan for the arrangement of common open space must e adopted when the district is established. It may be amended only through the same process as the district was created. The common open space is to be maintained by the association.~~ Usable open space must be adopted by the development plan and must be maintained by the governance association.

Public Hearing and adoption of Ordinance No. 2014-10-21(cont'd.)

- b. Private open space is permitted consisting of interior courtyards and patios required for private amenities and individual business and residential use. Fencing and other enclosures may be used for building security, protection of play and pool areas, or as may be required for business and individual residential use. Exterior yards may not be fenced, except front yards assigned to individual residential units and townhouses may be enclosed with a maximum four-foot tall vertical rail metal fence.
- c. Multifamily development is exempt from the requirements of Subsections 3.104 (Multifamily Residence) and 3.117 (Usable Open Space).

12. Parking Requirements

- a. UMU districts shall be designed as compact, pedestrian-oriented developments. With the exception of neighborhood theaters, regional theaters, religious facilities, and assembly halls, the maximum permitted parking for nonresidential uses is capped at one space for each 250 square feet of gross ~~leasable floor~~ area. Theaters and assembly halls are capped at one space per 2.5 persons accommodated. On-street parking is included in the parking calculations for the UMU district. No more than 25% of parking spaces ~~the capped parking requirement~~ for the entire development, ~~as shown on the development plan~~, may be located in a surface parking lots. Parking in excess of 10% over the above the maximum caps may be provided only is allowed only if provided in parking garages.
- b. Parking for multifamily residential uses shall be required as follows:
 - i. One bedroom or less: One parking space per unit
 - ii. Two bedrooms: 1.5 parking spaces per unit
 - iii. Three bedrooms or more: Two parking spaces per unit
- c. On-street parking is required on all major and minor streets except in locations designated for loading, services, and pedestrian crossings.
- d. All surface parking lots with 50-100 or more spaces must be designed as future development sites. They must be located on the outside edge of the development. No surface parking lot may contain more than 300 spaces.
- e. A minimum five-foot landscape edge shall be provided between all surface parking lots and major and minor streets. Within this landscape edge, ten shrubs (five gallon minimum) shall be planted per 500 square feet. The landscape edge along major median divided streets shall comply with the requirements of Section 3.1200 (Landscaping Requirements) or the overlay districts contained in Article 4 (Special District Regulations) if applicable.
- f. Private garages may be located (tucked) directly under and assigned to an individual residential unit.

Public Hearing and adoption of Ordinance No. 2014-10-21(cont'd.)

- g. Podium parking or grade level parking may be located under a horizontal structural concrete or steel structure separating the parking level from uses located on the podium.
- h. One full level of a multi-level parking structure at or below grade must be open for general public parking. No parking structure serving primarily residential use shall serve more than two residential buildings. A residential parking garage must directly connect to at least one residential building and each level of the garage must be directly accessible from the residential building.

13. Building Placement and Design

- a. Buildings in a UMU district must be designed and oriented to reinforce the street grid. The distance from building face to building face shall not exceed 100 feet on major streets, unless separated by usable open space.
- b. Single-Tenant Maximum First Floor Square Footage - 30,000 square feet, with the exception of schools and hospitals
- c. Permeability of First Floor - With the exception of parking garage, podium garages, and loading and service areas, 60% of the first floor of nonresidential buildings and live/work/flex space units must consist of windows and doors. Live/work/flex space units must have an exterior entrance.
- d. Nonresidential space must have a minimum floor-to-ceiling height of 12 feet; however, live/work/flex space must have a minimum floor-to-ceiling height of ten feet.

14. Single-Family Attached (Townhouse) Residence Regulations

- a. Each dwelling unit shall be on an individually-platted lot. No more than 50% of the lots within a development may abut a mews street as the only point of street frontage and access.
- b. Maximum Density: 40 dwelling units per acre
- c. Minimum Density: ~~25~~18 dwelling units per acre
- d. Minimum Floor Area per Dwelling Unit: 800 square feet
- e. Stoops and landscape areas adjacent to the building may extend a maximum distance of five feet into the area between the front facade of the building and the back of the street curb.
- f. Maximum Building Length: 200 feet
- g. Buildings must be separated by a minimum distance of ten feet.
- h. No usable open space areas are required.

Public Hearing and adoption of Ordinance No. 2014-10-21(cont'd.)

- i. Each dwelling unit shall have a garage with a minimum of two parking spaces. Tandem garage spaces are allowed. Garage entrances shall be allowed only from a mews street or alley. The distance from the garage to the travel lane of the alley or mews street shall be five or less feet in length or shall be 20 feet or greater in length. The elimination of the garage space, by enclosing the garage with a stationary wall, shall be prohibited.

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.
- 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 3.1605 (Downtown Sign District) Area A~~ the Downtown Business/Government (BG) zoning district shall apply unless otherwise specified in this ordinance or in the adopted development plan.

Amend Section 5.600 (Amendments) of Article 5 (Site Plan Review), to read as follows:

At any time following the approval of a concept plan, preliminary site plan, adopted development plan, or site plan and before the lapse of such approval, the property owner(s) may request an amendment. Amendments shall be classified as major and minor. Minor amendments shall include corrections of distances and dimensions, adjustments of building configuration and placement, realignment of drives and aisles, layout of parking, adjustments to open space, landscaping, and screening, changes to utilities and service locations which do not substantially change the original plan. Minor phasing amendments for adopted development plans are permitted only for the purpose of adding an adjacent nonresidential or vertically mixed-use building into the current phase. Amendments to previously approved storm water conservation areas, increases in building height and/or building proximity to an adjacent offsite residential use, and all other amendments shall be considered major amendments and may be considered by the Planning & Zoning Commission at a public meeting in accordance with the same procedures and requirements for the approval of a plan. Major amendments to an adopted development plan for the Urban Mixed-Use District may only be approved through the same process by which it was initially adopted. The Director of Planning may approve or disapprove a minor amendment. Disapproval may be appealed to the Planning & Zoning Commission.

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

Public Hearing and adoption of Ordinance No. 2014-10-21(cont'd.)

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Downs, the Council voted 8-0, to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, amending Subsection 2.829 (Urban Mixed-Use) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses), Section 5.600 (Amendments) of Article 5 (Site Plan Review), and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended to modify the Urban Mixed-Use zoning district; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2014-26; and further to adopt Ordinance No. 2014-10-21.

Public Hearing and adoption of Ordinance No. 2014-10-22 as requested in Zoning Case 2014-31 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 156.3± acres of land located at the southwest corner of Plano Parkway and Alma Drive in the City of Plano, Collin County, Texas, from Planned Development-384-Retail/General Office, Planned Development- 385-Retail/General Office, Planned Development-386-Retail/General Office, Planned Development-387-Retail/General Office, Planned Development-388-Retail/General Office, and General Office with Specific Use Permit #563 for Kennel/Commercial Pet Sitting to Urban Mixed-Use; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: RPC Heritage 190, LLC (Regular Item “2”)

Director of Planning Day spoke to the current zoning for the property stating five districts were created in the mid-80's and current zoning allows for buildings up to 25 stories. She discussed the uses of the surrounding area developments. Ms. Day spoke to the two phases of the proposed development with the first phase on the east by the creek being mainly residential with some restaurants and retail and the second phase being denser with a primary activity center and a large office center. She outlined the exceptions requested by the applicant, the notification process and the property owners in support or opposition. Ms. Day reported the Engineering Department had reviewed the traffic impact study and the applicant was waiting for final TxDOT approval.

Ms. Day advised the Planning and Zoning Commission recommended approval subject to:

1) Conformance with Subsection 5.503 (Application Procedure and Requirements) of Section 5.500 (Adopted Development Plan) of Article 5 (Site Plan Review) of the Zoning Ordinance; and

2) The following exceptions:

1. Block A

a. Height:

i. Maximum Building Height: One 25-story (360 feet) building to be located adjacent to S.H. 190 and a minimum of 1,500 feet east of Custer Road; Remainder 20 stories (290 feet).

Public Hearing and adoption of Ordinance No. 2014-10-22 (cont'd.)

- ii. Within 250 feet of the south right-of-way line of Plano Parkway a maximum eight-story height (120 feet) is allowed. No more than 50% of the structures within this setback shall exceed six-stories (90 feet). One building at the southeast corner of Custer Road and Plano Parkway may be ten-stories (150 feet). All heights shall include mechanical/penthouse.
 - iii. Maximum Parking Structure Height: Six levels above grade (60 feet)
- b. Exempt from maximum block length of 600 feet.
 - c. Exempt from maximum block size of three acres.
 - d. Exempt from single-tenant maximum first floor of 30,000 square feet.
 - e. Exempt from maximum building distance separation of 150 feet.
 - f. Gates are permitted for the purpose of restricting internal access.
2. Minimum single-family residence attached density: 8 dwelling units per acre.
3. Single-family residence detached is an additional permitted use and shall be developed in accordance with the Patio Home (PH) zoning district standards, except as noted below:
- a. Minimum lot width: 35 feet
 - b. Maximum height: Three story, 35 feet
 - c. Patio Homes are not required to have a zero side yard.
4. Minimum building height shall be one story, 24 feet for nonresidential uses within Blocks H, L, M, T, U and V.
5. Increase maximum block size to four acres for Blocks D, F, H, I, S, and U. Increase maximum block size to five acres for Block N.
6. The landscape edge may be reduced to 15 feet along Plano Parkway, Alma Drive, S.H. 190, and Custer Road.
7. Reduce minimum free standing building square footage to 3,000 square feet for Block T.
8. All blocks are exempt from the maximum building setbacks for structures adjacent to Alma Drive, Plano Parkway, Custer Road, and State Highway 190.
9. A minimum of 40% of the gross linear footage of the first floor along the activity center shall consist of retail, restaurant, entertainment, and other active uses.

Public Hearing and adoption of Ordinance No. 2014-10-22 (cont'd.)

Bill Flaherty, President and CEO of Rosewood Properties, the applicant, stated the current zoning did not fit well with the property and the plan for the property could be useful in a leadership role in Central Plano redevelopment. He advised results from the two neighborhood meetings showed support from area residents. Bill Dahlstrom, representing the applicant, stated the vision for the property is a true urban mixed-use property and businesses relocating are looking for a live, work, and play environment.

Scott Polikov, from Gateway Planning, representing the applicant, spoke to the existing zoning uses and discussed the process used for the proposed development plan. He provided a site plan with the proposed uses for the walkable development. Mr. Polikov stated the original plan was amended after meeting with the adjacent neighborhood relocating and reducing the number of multifamily units and that the development includes single family detached homes. He discussed the proposed plan for the first phase of the development including restaurants and multi-family housing by the creek and open spaces for activities. Mr. Polikov spoke to the second phase including the office center and a walkable dense urban center with restaurants, retail, and businesses.

Mayor LaRosiliere opened the Public Hearing. Tammy Dorsett, Matt Dorsett, Harold Lehrmann, Allan Solocruz, Randall Patterson, Jim McGrath, Tina Swinson, Russell Dimmick, Pat Hatchell, Roxanne Wright, Robert Miller, John Sutton, Jr., Tracy Dry, Ryan Dry, Sharon Magee, Janet Miller, Valerie Kirkpatrick, and Lynn Ellis spoke in favor of the request, stating the development would encourage other area improvements and have a positive impact on the area. Allan Samara, Johnny Walker, Kathryn Seay, W. Craig Barlow, Henry Guttormson, David Chilcott, and Dean Siotos spoke in opposition of the request, expressing concern regarding increased traffic, the possible height of the office buildings, and the number of multi-family units. Mayor LaRosiliere closed the Public Hearing.

Ms. Day clarified the current zoning would allow buildings up to twenty-five stories in height. The Council expressed support of the project to help revitalize the area, but would like to address the traffic concerns.

Upon a motion made by Council Member Downs and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0, to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 156.3± acres of land located at the southwest corner of Plano Parkway and Alma Drive in the City of Plano, Collin County, Texas, from Planned Development-384-Retail/General Office, Planned Development-385-Retail/General Office, Planned Development-386-Retail/General Office, Planned Development-387-Retail/General Office, Planned Development-388-Retail/General Office, and General Office with Specific Use Permit #563 for Kennel/Commercial Pet Sitting to Urban Mixed-Use; directing a change accordingly in the official zoning map of the City; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2014-31; and further to adopt Ordinance No. 2014-10-22.

Consideration of a request to call a public hearing to amend Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Zoning Ordinance in order to modify residential density requirements. Applicant: City of Plano (Regular Item “3”)

Director of Planning Day stated she is requesting Council call a public hearing to initiate a zoning case to allow staff to review density requirements in urban residential uses.

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to call a public hearing to amend Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Zoning Ordinance in order to modify residential density requirements.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 9:42 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Lisa C. Henderson, City Secretary

PLANO CITY COUNCIL RETREAT
November 1, 2014

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS ABSENT

Pat Miner
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
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the City Council Retreat on Saturday, November 1, 2014, at 8:00 a.m., in Training Room A of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Discussion, Direction and Action Regarding Review of City of Plano Vision, Mission, Strategic Plan, Goals and Core Business Services, including Council Governance, Roles and Responsibilities.

Mayor LaRosiliere stated the purpose of the retreat was to evaluate how the Council can work effectively together reviewing processes and determining what the Council can do better.

Dr. Mike Mowery from Strategic Government Resources facilitated the discussion regarding Patrick Lencioni's "The Five Dysfunctions of a Team". He described each of the dysfunctions; Lack of Trust, Fear of Conflict, Lack of Commitment, Avoidance of Accountability, and Inattention to Results; and asked the group to divide into smaller groups to discuss their understanding of the principles. Each group presented their ideas and discussed the transition of incorporating new Council Members into the group while creating unity and avoiding dysfunction. The Council took a brief recess at 8:50 a.m. and resumed discussions at 9:00 a.m.

Dr. Mowery passed out a Team Assessment Report with Council responses to questions related to "The Five Dysfunctions of a Team" for the group to review. The group discussed what they found interesting or surprising about the results. Ron Holifield from Strategic Government Resources spoke to the need to have a clear definition of goals and the process to ensure new members feel their voice has been heard. The Deputy City Managers and Assistant City Manager left the meeting at 9:45 a.m.

Dr. Mowery, based on the assessment results, had the group discuss why they feel like they are good with conflict. Mr. Holifield spoke to the need to continue looking forward to long term goals aligned with the culture of the City and Council to provide quality local governance. City Manager Glasscock suggested the group meet periodically in Training Room A to cover topics that may require more discussion. Dr. Mowery discussed Bruce Tuckman's model on Team Development and the Council discussed where they were, as a group, on the model. The Council took a brief recess at 10:35 a.m. and resumed discussions at 10:40 a.m.

Dr. Mowery had the group discuss positive attributes of the Council and items that could use improvement. He presented a video of Simon Sinek's presentation on "Why". The group discussed the golden circle methodology and how it could apply to the Council. Deputy Mayor Pro Tem Harris left the meeting at 11:27 a.m.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 11:39 a.m.

Harry LaRosiliere, MAYOR

ATTEST

Lisa C. Henderson, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		11/10/2014			
Department:		Public Works / David Falls			
Department Head		Gerald Cosgrove			
Agenda Coordinator (include phone #): Kim McFarland (972.769.4109)					
CAPTION					
To 2 CMD Inc., increasing the contract by \$112,485 for the Residential Concrete Pavement Rehab Zone 16 South, Project No. 6324, Change Order No. 1, Bid No. 2013-384-B.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		1,416,161	2,483,839	1,300,000	5,200,000
Encumbered/Expended Amount		-1,416,161	-1,269,530	0	-2,685,691
This Item		0	-112,485	0	-112,485
BALANCE		0	1,101,824	1,300,000	2,401,824
FUND(S): CAPITAL RESERVE FUND					
<p>COMMENTS: Funds are available in the 2014-15 Capital Reserve CIP. This item, in the amount of \$112,485, will leave a current year balance of \$1,101,824 available for further sidewalk repairs in the Capital Reserve Fund.</p> <p>STRATEGIC PLAN GOAL: Amending existing contracts to accomplish additional sidewalk repair relates to the City's Goal of Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.</p>					
SUMMARY OF ITEM					
<p>This change order is for additional concrete sidewalk. As the project progressed additional areas of concrete sidewalk were identified as being in need of repair while work is occurring in the area. The inventory for this project was completed early 2013. The Contractor has exceeded 125% of the original sidewalk quantity. By contract they can request a price adjustment.</p> <p>Staff recommends approval of Change Order No. 1. The total Contract will be \$2,309,513.44 which is a 5.12% increase of the original contract amount of \$2,197,028.60.</p> <p>https://www.google.com/maps/place/Plano,+TX+75093/@33.0474038,-96.7564798,15z/data=!4m2!3m1!1s0x864c2294ce0347ed:0xd2ec0b13bb155fd8</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Change Order No. 1					
Location Map					

CHANGE ORDER NO.1

**RESIDENTIAL CONCRETE PAVEMENT REHAB ZONE I6 SOUTH
PROJECT NO.6324
PURCHASE ORDER NO.104554
CIP NO.51128
BID NO.2013-384-B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS,** and **2 CMD INC.** for the **RESIDENTIAL CONCRETE PAVEMENT REHAB ZONE I6 PROJECT,** dated August 30, 2013.

B. DESCRIPTION OF CHANGE

The change order is for the additional concrete sidewalk needed due to additional quantities since the original inventory was completed in early 2013. The contractor has exceeded 125% of the original sidewalk quantity. By contract they can request price adjustment.

C. EFFECT OF CHANGE

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

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>ORIGINAL QUANTITY</i>	<i>REVISED QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT OF CHANGE</i>
134	R/R Sidewalk Concrete	30462	37365	SF	\$4.78	\$32,996.34
134A	R/R Sidewalk Concrete	0	12229	SF	\$6.50	\$79,488.50
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
	TOTAL:					\$112,484.84

Original Contract Amount	\$	<u>2,197,028.60</u>
Contract Amount (Including Previous Change Orders)	\$	<u>2,197,028.60</u>
Amount, Change Order No. 1	\$	<u>112,484.84</u>
Revised Contract Amount	\$	<u><u>2,309,513.44</u></u>
Total Percent Increase Including Previous Change Orders		<u>5.12%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **9** day(s) to this project:

Original Contract Time	<u>160 working days</u>
Amount (Including Previous Change Orders)	<u>160 working days</u>
Amount, Change Order No. 1	<u>9 working days</u>
Revised Contract Time	<u>169 working days</u>
Total Percent Increase Including Previous Change Orders	<u>5.62%</u>

E. AGREEMENT

In the event of any conflict or inconsistency between the provisions set forth in this Change Order No. 1 and the contract, this Change Order No. 1 shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **2 CMD INC.**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated August 30, 2013.

F. AUTHORITY TO SIGN

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

OWNER: CITY OF PLANO

CONTRACTOR: 2 CMD INC.

By: _____

(signature)

By: _____

(signature)

Print

Name: Bruce Glasscock

Print

Name: Azeem Yasin

Print

Title: City Manager

Print

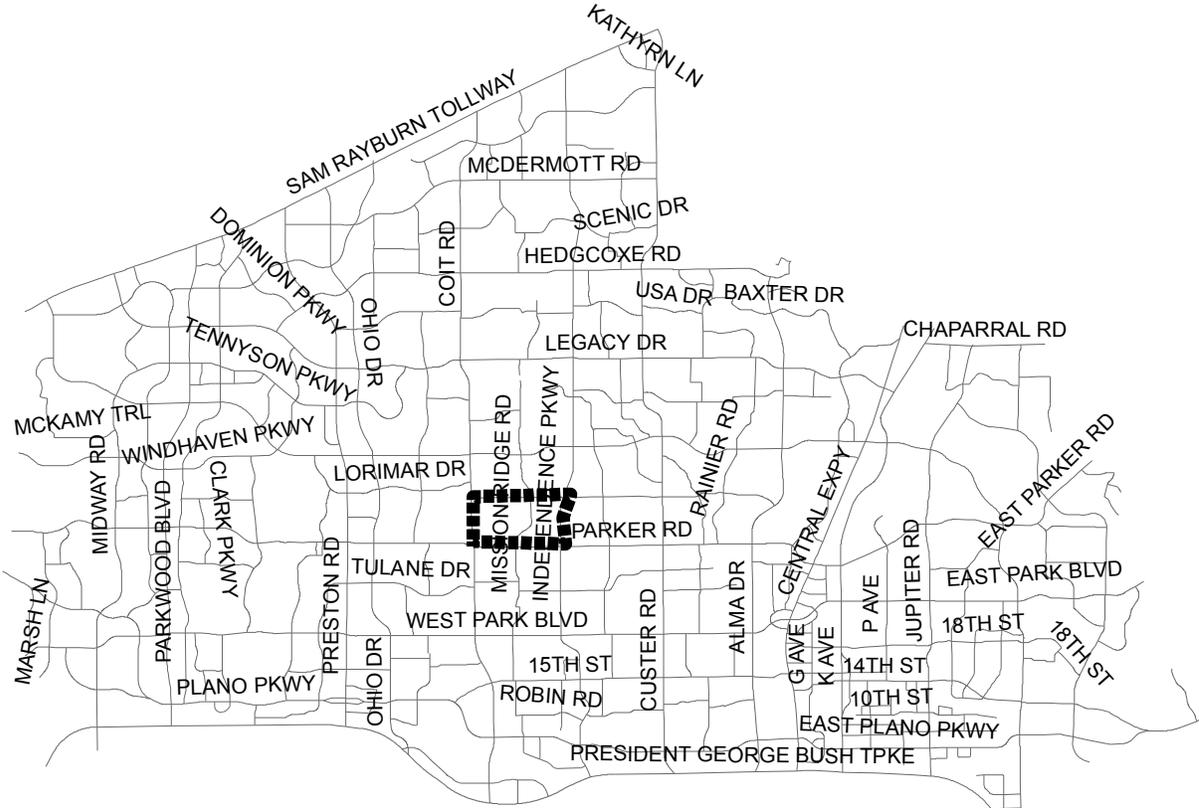
Title: President

Date: _____

Date: 10/21/2014

APPROVED AS TO FORM:

LOCATION MAP





CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		November 10, 2014		
Department:		Special Projects		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): T. Stuckey - 7156				
CAPTION				
To approve an additional expenditure in the amount of \$24,475 for Southern Land Company, LLC to complete the installation of gates, fencing, and other security features in the police parking garage at the Junction 15 development at 15th Street and I Avenue, and authorizing the City Manager, or his authorized designee, to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	320,000	0	320,000
Encumbered/Expended Amount	0	-42,362	0	-42,362
This Item	0	-24,475	0	-24,475
BALANCE	0	253,163	0	253,163
FUND(S): POLICE & COURTS FACILITIES CIP				
<p>COMMENTS: Funds are available in the 2014-15 Police & Courts Facilities CIP for this additional expenditure. The amount of \$253,163 remains available for other expenditures related to the police parking garage at Junction 15.</p> <p>STRATEGIC PLAN GOAL: Approving an additional expenditure to ensure that gate and security features are in place on the garage space for police vehicles relates to the City's goals of Safe Large City and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
See attached memo.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				



Memorandum

DATE: October 30, 2014

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

FROM: Phyllis M. Jarrell, Director of Special Projects

SUBJECT: Additional Expenditure for Installation of Security Features for Police Parking Garage

In May 2014, City Council approved an amendment to the original development agreement for the Junction 15 project in downtown Plano to allow Southern Land Company, LLC, the developer, to install the gates, fencing, equipment room, and conduit for security features in the portion of the parking garage dedicated to police vehicles. Since that time, changes to the design and location of the gates and security features have been necessary to insure proper operation, at an additional cost of \$24,475. Approval of this additional expenditure will allow Southern Land to be reimbursed for the design changes and installation costs.

Please let me know if you have any questions.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/10/2014		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Dianna Wike x7549				
CAPTION				
To approve an expenditure for maintenance support for public safety system software in the amount of \$50,105 from Colossus, Incorporated d/b/a InterAct Public Safety Systems for the Fire and Police departments and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	817,633	0	817,633
Encumbered/Expended Amount	0	-12,676	0	-12,676
This Item	0	-50,105	0	-50,105
BALANCE	0	754,852	0	754,852
FUND(s): TECHNOLOGY SERVICES FUND				
COMMENTS: Funds are included in the 2014-15 Public Safety Support Budget for this maintenance agreement. The remaining balance will be used throughout the year for other maintenance agreements.				
STRATEGIC PLAN GOAL: Maintenance agreements relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The Technology Services Department recommends the purchase of maintenance support for the PacketCluster suite of mobile software products and FireRMS suite of software products from the sole source supplier, Colossus, Incorporated d/b/a InterAct Public Safety Systems in the amount of \$50,105 for the Fire and Police departments. The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A).				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: October 23, 2014
To: Diane Palmer-Boeck, Purchasing Manager
From: David Stephens, Chief Information Officer
Subject: Approval of purchase of InterAct Public Safety Systems maintenance

Technology Service's proposes purchasing the annual software maintenance support for the PacketCluster suite of mobile software products and FireRMS suite of software products from Colossus, Incorporated d/b/a Interact Public Safety Systems. The PacketCluster suite of mobile software products is a wireless query and messaging solution that provides law enforcement officers in the field with direct access to motor vehicle and warrant information within seconds. The FireRMS suite of software products is an enterprise-class, NFIS 5.0 compliant Fire Records Management System (FRMS). These software packages are part of the comprehensive public safety technology improvement project.

This software maintenance contract will allow the City of Plano to obtain maintenance for the PacketCluster and FireRMS software with 7x24 coverage and a 4 hour response. Without this support Technology Services may not be able to provide adequate support to the Police and Fire Departments on these critical systems.

This contract would be in the amount of \$50,105.28 for FY 2014-15. Interact Public Safety Systems is a sole source supplier of software maintenance for this application suites.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/10/2014		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Dianna Wike x7549				
CAPTION				
To approve an expenditure for Laserfiche document management software maintenance and support in the amount of \$55,147 from DocuNav Solutions for various departments and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,935,189	0	2,935,189
Encumbered/Expended Amount	0	-427,117	0	-427,117
This Item	0	-55,147	0	-55,147
BALANCE	0	2,452,925	0	2,452,925
FUND(s): TECHNOLOGY SERVICES FUND				
<p>COMMENTS: Funds are included in the 2014-15 Technology Services Budget for this maintenance agreement. (This item was previously approved in 2012 under a State of Texas Department of Information Resources contract as a multi-year contract, and the state contract has expired, so a new contract must be approved by City Council.) The remaining balance will be used throughout the year for other maintenance agreements.</p> <p>STRATEGIC PLAN GOAL: Maintenance agreements relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
The Technology Services Department recommends the purchase of maintenance support for the Laserfiche document management software system from the sole source provider, DocuNav Solutions in the amount of \$55,147, for various departments. The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A).				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: October 23, 2014

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: David Stephens, Chief Information Officer

Subject: Purchase of Laserfiche software maintenance and support

Technology Services desires to procure software maintenance and support for the Laserfiche document management software system. DocuNav Solutions has been providing support for the Laserfiche software since we installed Laserfiche in 2006. Since the original installation, DocuNav Solutions has also incorporated some of their proprietary software to augment Laserfiche services. It is with these additional services that we have designated DocuNav as a sole source provider of support for our Laserfiche software and application environment.

The cost for the yearly Laserfiche software and support contract from DocuNav is \$55,146.60. This cost reflects a 10% discount off listed pricing for support services.

Laserfiche has been adopted as the city-wide document management system. Departments such as Building Inspections, City Secretary, Customer & Utility Services, Engineering, Facilities, Fire Inspection, GIS, Human Resources, Parks & Recreation, Planning, Property Standards, Public Works, Records Management, and Risk Management are currently using this system. If we were not able to provide support to this system, those departments may lose access to documents that are stored electronically.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		11/10/2014			
Department:		Technology Services			
Department Head		David Stephens			
Agenda Coordinator (include phone #): Dianna Wike x7549					
CAPTION					
To approve an expenditure for additional licenses for the TriTech Inform Computer Aided Dispatch (CAD) application in the amount of \$85,400 from TriTech Software Systems for the Public Safety Communications department and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	963,794	0	963,794
Encumbered/Expended Amount		0	0	0	0
This Item		0	-85,400	0	-85,400
BALANCE		0	878,394	0	878,394
FUND(s): TECHNOLOGY IMPROVEMENTS CIP					
COMMENTS: Funding for this item is available in the 2014-15 Technology Improvements CIP. This item, in the amount of \$85,400, will leave a current year balance of \$878,394 available for other purchases related to the Radio System Replacement project.					
STRATEGIC PLAN GOAL: Obtaining additional licenses for Public Safety Communications Dispatch relates to the City's goal of Safe Large City.					
SUMMARY OF ITEM					
The Technology Services staff recommends the purchase of additional CAD workstation licenses from the sole source provider, TriTech Software Systems, in the amount of \$85,400 for the Public Safety Communications department. The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A).					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memorandum					



Memorandum

Date: October 21, 2014
To: Diane Palmer-Boeck, Purchasing Manager
From: David Stephens, Chief Information Officer
Subject: Purchase of additional Computer Aided Dispatch (CAD) workstation licenses

Technology Services proposes procuring additional licenses for the TriTech Inform Computer Aided Dispatch (CAD) application. The City of Plano is seeking to expand the number of CAD workstations and need seven (7) software licenses to support this expansion.

TriTech Software Systems is a sole source provider of software licenses and software maintenance for their Inform CAD application.

The total expenditure will be \$85,400. This is broken down into \$70,000 for the seven Inform CAD workstation licenses and \$15,400 for 7x24 software maintenance on those licenses.

If the City of Plano were not able to purchase these additional software licenses, then Public Safety Communications would not be able to provide expanded services in the dispatch area.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		11/10/14			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): Frank Haller x8301					
CAPTION					
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 AREVA Med LLC, a Delaware limited liability company, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-16 through 2025-26	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	35,612,242	0	35,612,242
Encumbered/Expended Amount		0	-82,550	-17,214,000	-17,296,550
This Item		0	-100,000		-100,000
BALANCE		0	35,429,692	-17,214,000	18,215,692
FUND(s): ECONOMIC DEVELOPMENT INCENTIVE FUND					
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
SUMMARY OF ITEM					
A request from AREVA Med LLC, a Delaware limited liability 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. AREVA Med LLC agrees to occupy at least 8,000 gross square feet of office space at the northeast corner of E. Plano Parkway and Klein Road and transfer or create at least 10 Job Equivalents by 3/31/16.					
http://goo.gl/maps/QhzUg					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Economic Development Incentive Agreement					

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 AREVA Med LLC, a Delaware limited liability company, 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 AREVA Med LLC, a Delaware limited liability company, 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 10th day of November, 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 (“City”), and AREVA Med LLC, a Delaware limited liability company (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of scientific research and medicine development and plans to add Three Million Five Hundred Thousand Dollars (\$3,500,000) of Real Property improvements and Five Hundred Thousand Dollars (\$500,000) of Business Personalty property on the Real Property; and

WHEREAS, Company agrees to occupy at least 8,000 gross square feet of office space throughout the term of the Agreement and transfer or create at least ten (10) initial Job Equivalents to be located on the Real Property; 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 8,000 gross square feet of office space and the transfer or creation of at least 10 initial 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 AREVA Med LLC, a Delaware limited liability company.

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

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, 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 Plano Tech Center located at the northeast corner of E. Plano Parkway and Klein Road, Plano, TX 75074.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until March 31, 2026, 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 March 31, 2016, construct or cause to construct and occupy at least 8,000 gross square feet of office space on the Real Property and maintain operations and occupancy throughout the term of the Agreement; and

(b) By March 31, 2016, create or transfer at least 10 initial Job Equivalents and thereafter maintain operations and occupancy on the Real Property throughout the term of 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 up to One Hundred Thousand Dollars (\$100,000) to offset relocation and occupancy expenses 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 March 31, 2016, Company shall construct or cause to construct and occupy not less than 8,000 gross square feet of office space and transfer or create at least 10 initial Job Equivalents to the Real Property to be eligible to receive a reimbursement payment of up to One Hundred Thousand Dollars (\$100,000) to offset relocation and occupancy expenses. **Company must submit for approval, itemized relocation and occupancy expenses along with 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 March 31, 2016 and not later than June 30, 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 construct and occupy the Real Property and meet the initial required number of Job Equivalents as set out in Section 4.02(a) and the failure is not the result of an Event of Force Majeure, the Company shall forfeit the entire grant. Thereafter, if the Company fails to maintain occupancy and operations at the Real Property at any time during the term of this Agreement and the failure is not the result of an Event of Force Majeure, the Company shall refund to the City the full amount of the grant received.

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 for the compliance period using the form attached as Exhibit "B".

(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 Company is convicted of the offense.

**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:
AREVA Med LLC
Attention: Mr. Patrick Bourdet
President & CEO
4800 Hampden Lane, Suite 200
Bethesda, MD 20814

If intended for the Company after relocation:
AREVA Med LLC
Attention: Mr. Patrick Bourdet
President & CEO
Address: TBD
Plano, TX 75074

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:

AREVA MED LLC, a Delaware limited
liability company

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 AREVA Med LLC has constructed and occupied at least 8,000 gross square feet of office space and transferred or added at least 10 initial Job Equivalent positions at the Real Property by March 31, 2016, 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 _____.

Subject to above certification, I hereby certify that AREVA Med LLC has submitted for approval itemized relocation and occupancy expenses for reimbursement in an amount not to exceed One Hundred Thousand Dollars (\$100,000), attached hereto as Exhibit "1", and is in compliance with all terms of the Agreement and is requesting payment in accordance with Section 4.02(a) of the Agreement in the amount of _____ Dollars.

_____ b. I hereby certify that AREVA Med LLC has failed to construct and occupy at least 8,000 gross square feet of office space and has failed to transfer or add at least 10 initial Job Equivalent positions at the Real Property by March 31, 2016, 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 _____.

I hereby certify that AREVA Med LLC has failed to submit itemized relocation and occupancy expenses for reimbursement in an amount not to exceed One Hundred Thousand Dollars (\$100,000) and is not entitled to receive payment in accordance with Section 4.02(a) of the Agreement.

ATTEST:

AREVA MED LLC, a Delaware limited liability company

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

NOTE: This form is due not earlier than March 31, 2016 and not later than June 30, 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 AREVA Med LLC is in compliance with each applicable term as set forth in the Agreement and has maintained occupancy and operations as 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 AREVA Med LLC is not in compliance with each applicable term as set forth in the Agreement and has not maintained occupancy and operations at the Real Property as set out in Article IV. 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:

AREVA MED LLC, a Delaware limited liability company

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

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		11/10/14			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): Frank Haller x8308					
CAPTION					
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 Greatbatch Ltd., a New York corporation, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015/2016 through 2025/2026	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	35,612,242	0	35,612,242
Encumbered/Expended Amount		0	-82,550	-17,214,000	-17,296,550
This Item		0	-183,700	0	-183,700
BALANCE		0	35,345,992	-17,214,000	18,131,992
FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND					
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
SUMMARY OF ITEM					
A request from Greatbatch Ltd., a New York 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. Greatbatch Ltd. agrees to occupy at least 52,000 gross square feet of office space at 5830 Granite Parkway, Suite 1200 and transfer or create up to 167 Job Equivalents by 4/1/17. http://goo.gl/YCUSwQ					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution					
Economic Development Incentive Agreement					

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 Greatbatch Ltd., a New York 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 Greatbatch Ltd., a New York 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 10th day of November, 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 (“City”), and Greatbatch Ltd., a New York corporation (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of designing and manufacturing medical devices and components and plans to add Seven Million Two Hundred Thousand Dollars (\$7,200,000) of Real Property improvements and Two Million Dollars (\$2,000,000) of Business Personal Property (“BPP”) on the Real Property; and

WHEREAS, Company agrees to occupy at least 52,000 gross square feet of office space and transfer or create up to 167 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 City Council finds that the occupancy of at least 52,000 gross square feet of office space and the creation or transfer of up to 167 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 Greatbatch Ltd., a New York 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 5830 Granite Parkway, Suite 1200, Plano, Texas 75024.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until April 1, 2026, 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 1, 2016, occupy the office space on the Real Property and maintain occupancy throughout the term of the Agreement; and

(b) By April 1, 2016, create or transfer at least 94 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) By April 1, 2017, and subject to maintaining the required number of Job Equivalents pursuant to Article III, Section (b) herein, Company may create or transfer up to 73 additional Job Equivalents and maintain those Job Equivalents on the Real Property throughout the Agreement; and

(d) 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 up to One Hundred Eighty Three Thousand Seven Hundred Dollars (\$183,700) 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 1, 2016, Company shall occupy the office space and transfer or create at least 94 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 One Hundred Three Thousand Four Hundred Dollars (\$103,400). 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), (b) and (d) not earlier than October 1, 2016 and not later than January 1, 2017. 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) By April 1, 2017, and subject to the Company transferring, creating and maintaining the minimum number of Job Equivalents required pursuant to Section 4.02(a) herein, Company may add up to an additional 73 Job Equivalents for a total maximum number of 167 Job Equivalents at the Real Property to be eligible to receive a second (2nd) grant payment of up to Eighty Thousand Three Hundred Dollars (\$80,300) which may be pro-rated at One Thousand One Hundred Dollars (\$1,100) for each Job Equivalent up to the maximum amount allowed herein. **Company must submit the Annual Certification form attached hereto as Exhibit "B" as required by Section 4.02(c) below certifying the number of Job Equivalents added pursuant to Article III, Section (c) and compliance with Article III, Sections (a), (b) and (d) not later than January 31, 2018 to be eligible for the second (2nd) grant payment. 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 remaining grant and invokes the City's right to a full refund, including damages, as set out in Section 4.03 below.

City will make the payment within thirty (30) days of receipt of the January 31, 2018 annual certification if Company qualifies for a second (2nd) grant payment pursuant to this Section 4.02(c), unless the City reasonably objects to the certification. In no event will the City make the second (2nd) grant payment prior to January 1, 2018.

(c) Beginning January 31, 2019, 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.**

(d) 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 and maintain the required number of Job Equivalents for more than 180 consecutive days 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 One Thousand One Hundred Dollars (\$1,100) 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 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, 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 Company is convicted of the offense.

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:
Greatbatch Ltd.
Attention: Christopher Knospe
Director, Global Communications & Government Relations
10000 Wehrle Drive
Clarence, New York 14031

If intended for the Company after relocation:
Greatbatch Ltd.
Attention: Christopher Knospe
Director, Global Communications & Government Relations
5830 Granite Parkway, Suite 1200
Plano, Texas 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:

GREATBATCH LTD., a New York
corporation

Name: _____
Title: _____

By: _____
Name: Michael Dinkins
Title: Executive Vice President & Chief
Financial Officer
Date: _____

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

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

_____ a. I hereby certify that Greatbatch Ltd. has occupied the office space and transferred or added at least 94 Job Equivalent positions at the Real Property by April 1, 2016, 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 Greatbatch Ltd. has failed to occupy the office space and/or has failed to transfer or add at least 94 Job Equivalent positions at the Real Property by April 1, 2016, 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:

GREATBATCH LTD., a New York corporation

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

NOTE: This form is due not earlier than October 1, 2016 and not later than January 1, 2017.

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 Greatbatch Ltd. 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 _____ 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 Greatbatch Ltd. 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 _____ 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.

_____ c. **(FOR USE IN JANUARY 2018 ONLY IF APPLICABLE)** I hereby certify that Greatbatch Ltd. is in compliance with all terms and conditions of the Agreement and that as of April 1, 2017, Greatbatch Ltd. has added ___ total number of Job Equivalents (not to exceed 73), in addition to the 94 initial Job Equivalents, and is entitled to receive a second (2nd) grant payment in accordance with Section 4.02(b).

ATTEST:

GREATBATCH LTD., a New York corporation

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

NOTE: This form is due by January 31 of each year beginning on January 31, 2019, 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

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		11/10/14			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): Frank Haller x8301					
CAPTION					
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 Hilti, Inc., an Oklahoma corporation, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15 through 2024-25	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	35,612,242	0	35,612,242
Encumbered/Expended Amount		0	-82,550	-17,214,000	-17,296,550
This Item		0	-275,000		-275,000
BALANCE		0	35,254,692	-17,214,000	18,040,692
FUND(s): ECONOMIC DEVELOPMENT INCENTIVE FUND					
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
SUMMARY OF ITEM					
A request from Hilti Inc., an Oklahoma 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. Hilit, Inc., agrees to occupy at least 56,000 gross square feet of office space at 7250 Dallas Parkway, Suite 1100, and transfer or create up to 175 Job Equivalents by 12/31/17. http://goo.gl/maps/YfA2l					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Economic Development Incentive Agreement					

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 Hilti, Inc., an Oklahoma 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 Hilti, Inc., an Oklahoma 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 10th day of November, 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 (“City”), and Hilti, Inc., an Oklahoma corporation (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of manufacturing and supplying quality innovative and specialized tools and fastening systems and plans to add Two Million Six Hundred Seventy Five Thousand Dollars (\$2,675,000) of Real Property improvements and One Million Four Hundred Twenty Five Thousand Dollars (\$1,425,000) of Business Personal Property (“BPP”) on the Real Property; and

WHEREAS, Company agrees to occupy at least 56,000 gross square feet of office space and transfer or create up to 175 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 City Council finds that the occupancy of at least 56,000 gross square feet of office space and the creation or transfer of up to 175 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 Hilti, Inc., an Oklahoma 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 Legacy Tower One, 7250 Dallas Parkway, Suite 1100, Plano, TX 75024 or another location within the City of Plano that is previously approved in writing by the City.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until June 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 June 30, 2015, occupy the office space on the Real Property and maintain occupancy throughout the term of the Agreement; and

(b) By June 30, 2016, create or transfer at least 125 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) By December 31, 2017, and subject to maintaining the required number of Job Equivalents pursuant to Article III, Section (b) herein, Company may create or transfer up to 50 additional Job Equivalents and maintain those Job Equivalents on the Real Property throughout the Agreement; and

(d) 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 up to Two Hundred Seventy Five Thousand Dollars (\$275,000) 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 June 30, 2016, Company shall occupy the office space and transfer or create at least 125 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 One Hundred Twenty Five Thousand Dollars (\$125,000). The payment will not be pro-rated.

(b) Subject to compliance with Section 4.02(a) above, Company may submit itemized relocation and occupancy expenses for approval to be eligible to receive a payment of up to One Hundred Thousand Dollars (\$100,000) to offset relocation and occupancy costs incurred by the Company associated with occupying the Property. Failure to comply with this Section 4.02(b) shall not subject the grant in Section 4.02(a) to forfeiture. Payment will be made upon satisfaction of the receipt of Company's certification of compliance and receipt and approval of itemized relocation expenses associated with Company's occupancy of the Property.

Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III, Sections (a), (b) and (d) not earlier than December 31, 2016 and not later than March 30, 2017. 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.

(c) By December 31, 2017, and subject to the Company transferring, creating and maintaining the minimum number of Job Equivalents required pursuant to Section 4.02(a) herein, Company may add up to an additional 50 Job Equivalents for a total maximum number of

175 Job Equivalents at the Real Property to be eligible to receive a second (2nd) grant payment of up to Fifty Thousand Dollars (\$50,000) which may be pro-rated at One Thousand Dollars (\$1,000) for each Job Equivalent up to the maximum amount allowed herein. **Company must submit the Annual Certification form attached hereto as Exhibit “B” as required by Section 4.02(d) below certifying the number of Job Equivalents added pursuant to Article III, Section (c) and compliance with Article III, Sections (a), (b) and (d) not later than January 31, 2018 to be eligible for the second (2nd) grant payment. 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 remaining grant and invokes the City’s right to a full refund, including damages, as set out in Section 4.03 below.**

City will make the payment within thirty (30) days of receipt of the January 31, 2018 annual certification if Company qualifies for a second (2nd) grant payment pursuant to this Section 4.02(c), unless the City reasonably objects to the certification. In no event will the City make the second (2nd) grant payment prior to January 1, 2018.

(d) Beginning January 31, 2018, 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.**

(e) 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 and maintain the required number of Job Equivalents for more than 180 consecutive days 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 One Thousand Dollars (\$1,000) for each lost Job Equivalent.

Subject to an Event of Force Majeure, if the Company fails to maintain occupancy of the Property for the entire term of the Agreement, Company shall refund the City the entire grant amount paid to Company by City for relocation expenses associated with Company’s occupancy of the Property pursuant to Section 4.02(b). This refund is in addition to any refund due and payable for failure to meet the required number of Job Equivalents pursuant to this Agreement.

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 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, 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 Company is convicted of the offense.

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:
Hilti, Inc.
Attention: Mr. Kelly Beaver
Vice President Legal & General Counsel
5400 South 122nd East Avenue
Tulsa, OK 74146

If intended for the Company after relocation:
Hilti, Inc.
Attention: Mr. Kelly Beaver
Vice President Legal & General Counsel
Legacy Tower One
7250 Dallas Parkway, Suite 1100
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:

HILTI, INC., an Oklahoma corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

Please select each applicable option below before signing and returning the certification:

_____ a. I hereby certify that Hilti, Inc. has occupied the office space and transferred or added at least 125 Job Equivalent positions at the Real Property by June 30, 2016, 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 Hilti, Inc. has failed to occupy the office space and/or has failed to transfer or add at least 125 Job Equivalent positions at the Real Property by June 30, 2016, 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 _____.

_____ c. Subject to certification of Section (a) of this Exhibit "A" above, I hereby certify that Hilti, Inc. has submitted for approval itemized relocation and occupancy expenses for reimbursement in an amount not to exceed One Hundred Thousand Dollars (\$100,000), attached hereto as Exhibit "1", and is in compliance with all terms of the Agreement and is requesting payment in accordance with Section 4.02(b) of that Agreement in the amount of _____ Dollars.

_____ d. I hereby certify that Hilti, Inc. has failed to submit itemized relocation and occupancy expenses for reimbursement in an amount not to exceed One Hundred Thousand Dollars (\$100,000) and is not entitled to receive payment in accordance with Section 4.02(b) of that Agreement.

ATTEST:

HILTI, INC., an Oklahoma corporation

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

NOTE: This form is due not earlier than December 31, 2016 and not later than March 30, 2017.

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 Hilti, 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 Hilti, 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 Hilti, 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 Hilti, 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.

_____ c. **(FOR USE IN JANUARY 2018 ONLY IF APPLICABLE)** I hereby certify that Hilti, Inc. is in compliance with all terms and conditions of the Agreement and that as of December 31, 2017, Hilti, Inc. has added ___ total number of Job Equivalents (not to exceed 50), in addition to the 125 initial Job Equivalents, and is entitled to receive a second (2nd) grant payment in accordance with Section 4.02(c).

ATTEST:

HILTI, INC., an Oklahoma corporation

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

NOTE: This form is due by January 31 of each year beginning on January 31, 2018, and as long as this Agreement is in effect.

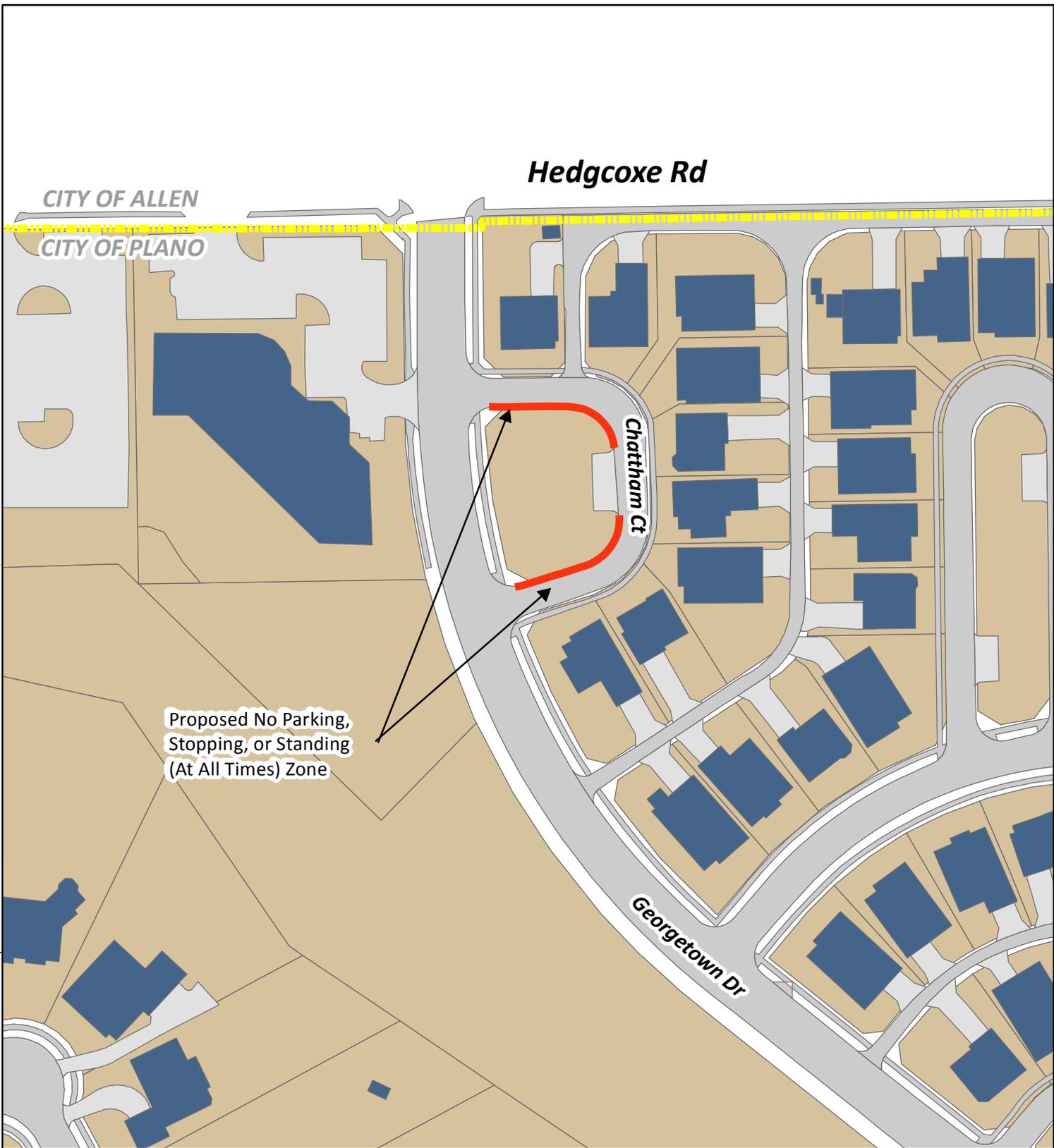
This Certificate of Compliance should be mailed to:

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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

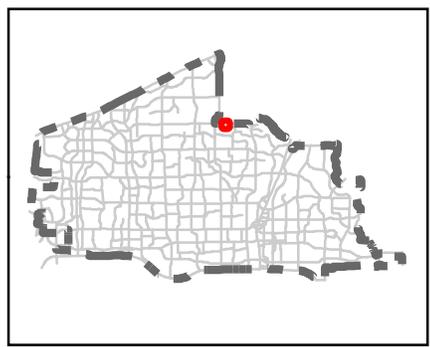
CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		11/10/14			
Department:		Engineering			
Department Head		Jack Carr			
Agenda Coordinator (include phone #):		Kathleen Schonne X-7198			
CAPTION					
<p>An Ordinance of the City of Plano, Texas amending Section 12-101 of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on certain sections of Chattham Court, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): GENERAL FUND					
<p>COMMENTS: This item may generate additional revenue received from parking fines; however, at this time the additional parking fines to be collected is undeterminable and expected to be minimal.</p> <p>STRATEGIC PLAN GOAL: Amending the Code of Ordinances to establish no parking along one side of Chattham Court relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>The Transportation Engineering Division received a request for a no parking zone on Chattham Court due to the narrowness of the street. Chattham Court is a short 20-foot wide loop street that starts and ends at adjacent intersections along Georgetown Drive. Nine homes front the street on the outside of the loop and an island forms the inside of the loop. Approximately half way down the street on the inside of the loop, there is a five space head-in parking area. Staff proposes prohibiting parking along the inside of the loop from each intersection of Georgetown Drive to the parking area and allowing parking adjacent to the residential frontage. The Transportation Engineering Division has prepared the attached ordinance prohibiting parking along the island side of Chattham Court, from each intersection with Georgetown Drive to the parking area, for City Council consideration and recommends approval of the ordinance.</p> <p>https://www.google.com/maps/place/Chattham+Ct,+Plano,+TX+75025/@33.0852841,-96.7292641,20z/data=!4m2!3m1!1s0x864c17f32244b143:0x822fd99cd91f7704</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map			N/A		
Ordinance					



sachiko 8/4/2014 C:\Users\sachiko\Desktop\Chattham Court.mxd



**Chattham Court
Proposed
Parking Restriction Map**



An Ordinance of the City of Plano, Texas amending Section 12-101 of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on certain sections of Chattham Court, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, Chattham Court is a twenty-foot wide residential street serving nine single family residences; and

WHEREAS, a resident is concerned about motorists parking on Chattham Court on both sides of the street, thereby impeding access of emergency vehicles; and

WHEREAS, the residents of Chattham Court have been notified of this proposed parking prohibition and none have voiced any opposition; and

WHEREAS, the City Council of the City of Plano finds it necessary to prohibit parking of motor vehicles along and upon certain sections of Chattham Court within the city limits of the City of Plano in order to provide for the safety of the general public within the area.

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

Section I. It shall be unlawful for any person to stop, stand, or park a motor vehicle along the sections of Chattham Court described herein, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

Section II. Section 12-101 of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances is hereby amended by the addition of the following Subsection entitled and to read as follows:

“Chattham Court:

- (1) Along the island formed by Chattham Court and Georgetown Drive; specifically, along the north side of Chattham Court between its southernmost intersection with Georgetown Drive and a point one hundred sixteen (116) feet in a northeasterly direction from its intersection with Georgetown Drive.
- (2) Along the island formed by Chattham Court and Georgetown Drive; specifically, along the south side of Chattham Court between its northernmost intersection with Georgetown Drive and a point one hundred twenty (120) feet in a southeasterly direction from its intersection with Georgetown Drive.”

Section III. The Traffic Engineer of Plano is hereby authorized and directed to cause placement of traffic control signs at each approach to the portions of the roadways described herein, and such sign shall give notice to all persons of the prohibition against stopping, standing, or parking in this area.

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

Section V. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion 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 not to exceed two hundred dollars (\$200.00) for each offense. Every day a violation continues shall constitute a separate offense.

Section VII. The repeal of any Ordinance or part of an Ordinance 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 Ordinances at the time of passage of this Ordinance.

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

DULY PASSED AND APPROVED this the 10th day of November, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/10/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)	
			Project No. 6415	
CAPTION				
<p>An Ordinance of the City of Plano, Texas determining a public necessity to acquire the easement property as described in the attached Exhibit "A", also known as a portion of 1017 E. 15th Street, of the City of Plano, for the public use of the construction of the Centralized Waste Collection Station on 15th Place Project; authorizing the use of the power of eminent domain to condemn the easement property; 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 to file eminent domain proceedings, if necessary, and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): N/A				
<p>COMMENTS: This item has no immediate identifiable financial impact – the expense of acquiring the easement will be determined at a later date.</p> <p>STRATEGIC PLAN GOAL: Pursuing the acquisition of an utility easement for a future waste collection station relates to the City's goals of Financially Strong City with Service Excellence and Exciting Urban Centers – Destination for Residents and Guests.</p>				
SUMMARY OF ITEM				
<p>This item modifies the location of a previously authorized 195 sq. ft. utility easement proposed to be located at the southwest corner of the intersection of J Place and 15th Place. The revised location will be approximately three (3) ft. north of the location originally requested, placing the north line of the proposed easement on the south right-of-way line of 15th Place. The subject easement is located on property owned by Michael and Mary Jo Montgomery. The size of the easement has not changed.</p> <p>The City plans to use the easement for the relocation of utilities, as necessary, for the construction of a Centralized Waste Collection Station.</p> <p>https://maps.google.com/maps?q=J+Place+%26+15th+Place,+Plano,+TX,+75074&hl=en&sl=31.168934,-100.076842&ssp=12.168741,23.269043&t=h&hnear=15th+Pl,+Plano&z=16</p>				
List of Supporting Documents: Ordinance; Exhibit A			Other Departments, Boards, Commissions or Agencies N/A	

An Ordinance of the City of Plano, Texas determining a public necessity to acquire the easement property as described in the attached Exhibit “A”, also known as a portion of 1017 E. 15th Street, of the City of Plano, for the public use of the construction of the Centralized Waste Collection Station on 15th Place Project; authorizing the use of the power of eminent domain to condemn the easement property; 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 to file eminent domain proceedings, if necessary, and providing an effective date.

WHEREAS, the City Council of the City of Plano, Texas, (the “City Council”) upon consideration of this matter, has determined that there is a public need and necessity for the health, safety, and welfare of the City of Plano and the public at large to acquire a utility easement (the “Easement”) in the general form and on the property attached hereto as Exhibit “A”, also known as 1017 E. 15th Street, (the “Property”) and incorporated herein for all purposes, located within the City of Plano, Collin County, Texas for the purpose of, among other things, the construction, access, repair, relocation, maintenance, and replacement of the improvements and related appurtenances, which are necessary for the Centralized Waste Collection Station on 15th Place (the “Project”) collectively (the “Public Uses”); and

WHEREAS, the City Council finds that the description of the Property, attached hereto as Exhibit “A” to be acquired by eminent domain for the Project, complies with applicable law in that the same provides the property owners in and around the area reasonable notice that the owner’s property may be subject to condemnation proceedings during the planning or construction of the Project; and

WHEREAS, the City Council has further investigated and determined that the Project constitutes a public use for a public purpose; and

WHEREAS, the City is required to make an initial offer as defined by and in compliance with Texas Property Code §21.0111 (“Initial Offer”) and a bona fide offer, as defined by and in compliance with Texas Property Code §21.0113 (“Bona Fide Offer”) to acquire the Easement on the Property for public use, voluntarily, from the subject landowners prior to moving forward with the acquisition by eminent domain; and

WHEREAS, the City Council now deems it necessary to authorize the City Attorney to initiate condemnation proceedings in order to acquire the necessary Easement;

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

Section I. The City Council hereby finds and determines that the recitals made in the preamble of this Ordinance are true and correct, and incorporates such recitals into the body of this ordinance as if copied in their entirety.

Section II. The City Council hereby finds and determines that a public use and necessity exists for the Public Uses and authorizes acquisition of the necessary property rights in and to the Property for such purposes, as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of lands.

Section III. The City Council authorizes the City Attorney or her designee to negotiate for and to acquire the required property rights for the City, and to acquire said rights in compliance with State and any other applicable law. Moreover, the City Attorney, or designee, is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants that she deems necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

Section IV. The City Manager, or designee, is appointed as negotiator for the acquisition of the needed property interests and, as such, the City Manager or designee is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the City Council for such purpose. Further, the City Manager or designee is specifically authorized to establish the just compensation for the acquisition of the Property. Additionally, if the City Manager or designee determines that an agreement as to damages or compensation cannot be reached, then the City Attorney or designee is hereby authorized and directed to file or cause to be filed, against the owner(s) and interested parties of the needed property interests, proceedings in eminent domain to acquire the above-stated interests in the Property.

Section V. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 10th day of November, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

*Oncor Electric Delivery, LLC Easement
195 Square Feet
Joseph Klepper Survey, Abstract No. 213
City of Plano, Collin County, Texas
September 22, 2014*

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Joseph Klepper Survey, Abstract No. 213, being part of Lot 9, Block 4, Old Donation to the City of Plano with said Lot described in Volume 4804, Page 0187 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a Huitt-Zollars capped iron rod found marking an angle break in the south right-of-way line of 15th Place and marking the northeast corner of said Lot 9, from which a Roome capped iron rod bears South 00°27'35" East, 3.26 feet;

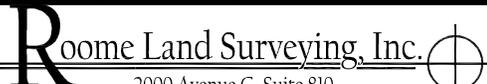
THENCE with the east right-of-way line of 15th Place and the east line of said Lot 9, South 00°27'35" East passing at 3.26 feet the northwest corner of Lot 10, Block 4 of said Old Donation, and the northwest corner of a 1,592 square foot Permanent Access and Utility Easement to the City of Plano as recorded under County Clerk No. 20140328000290810 of the Collin County Land Records, and continuing with the east line of Lot 9, the east line of said premises, the west line of Lot 10, and the west line of said 1,592 square foot Permanent Access and Utility Easement tract, a total distance of 15.00 feet to a point marking the southeast corner of said premises;

THENCE with the south line of said premises, South 87°22'52" West, 13.00 feet to a point marking the southwest corner of said premises;

THENCE with the west line of said premises, North 00°27'35" West, 15.00 feet to a point marking the northwest corner of said premises and being in the south right-of-way line of 15th Place and the north line of said Lot 9;

THENCE with the south right-of-way line of 15th Place, the north line of said Lot 9, and the north line of said premises, North 87°22'52" East, 13.00 feet to the point of beginning and containing 195 square feet of land.

Source bearing per 1,592 square foot parcel as recorded under County Clerk No. 20140328000290810 of the Collin County Land Records;



Oncor Electric Delivery, LLC Easement

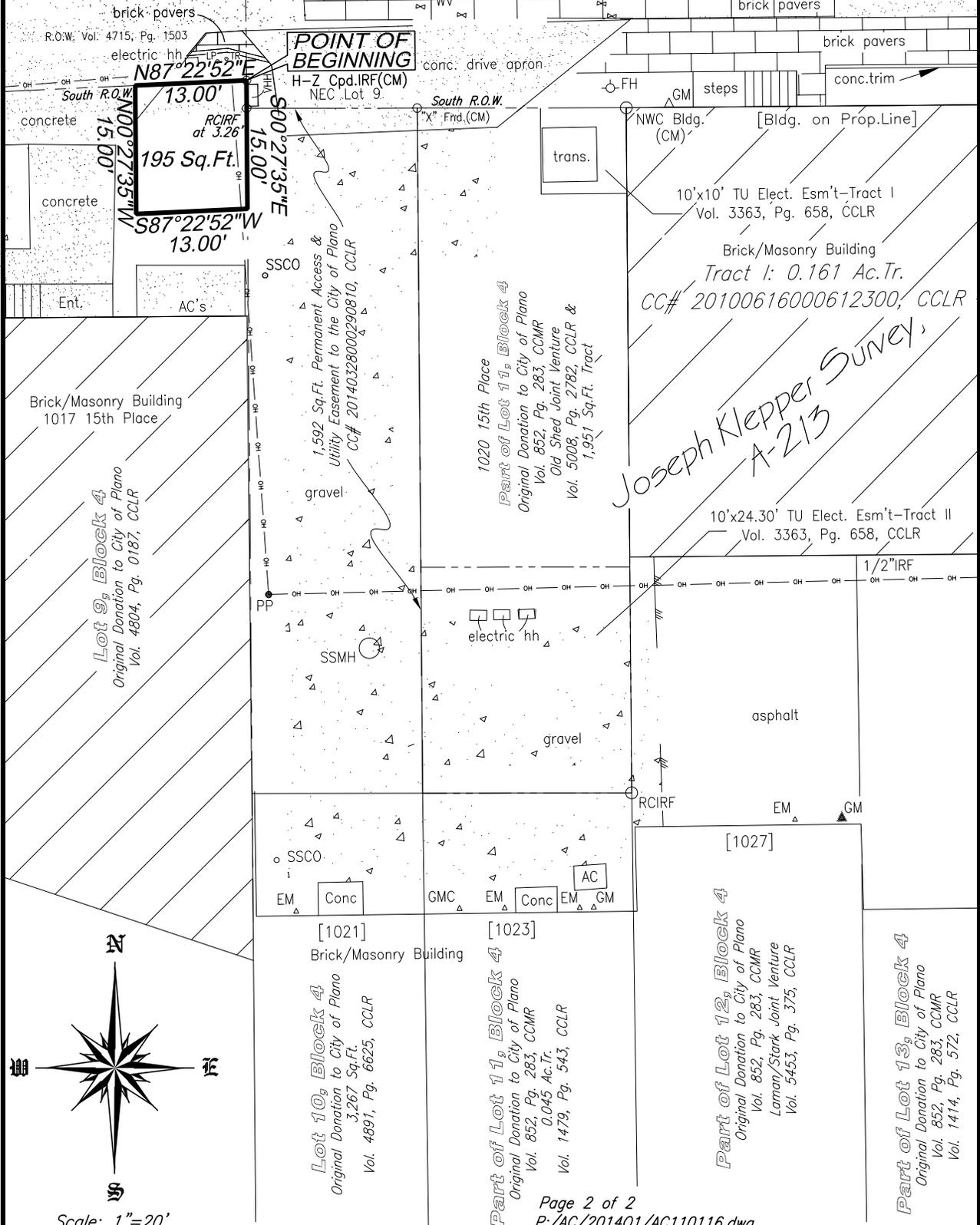
195 Sq.Ft.

Joseph Klepper Survey, A-213

City of Plano, Collin County, Texas

September 22, 2014

15th Place (Variable width R.O.W.)



Scale: 1"=20'

Roome Land Surveying, Inc.

2000 Avenue G, Suite 810
Plano, Texas 75074

Phone (972) 423-4372 / Fax (972) 423-7523

www.roomesurveying.com

Note: A description of even date accompanies this exhibit.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/10/14		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
<p>A Resolution of the City of Plano, Texas, approving the use or taking of a portion of City of Plano public Park Land, known as Arbor Hills Nature Preserve pursuant to Chapter 26 of the Texas Parks and Wildlife Code to approve using a portion of dedicated Park Land as a permanent easement for purposes of rerouting and abandoning part of an existing sewer pipeline to the North Texas Municipal Water District; authorizing the City Manager, or his designee, to execute all necessary documents; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	1,500	0	1,500
BALANCE	0	1,500	0	1,500
FUND(S): PARK IMPROVEMENT CIP				
<p>COMMENTS: Revenue from this resolution will be used to offset capital expenditures at the Arbor Hills Nature Preserve.</p> <p>STRATEGIC PLAN GOAL: Partnering with NTMWD to provide an effective sewer system relates to the City's goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>It is proposed that the City allow the North Texas Municipal Water District (NTMWD) to use a portion of Arbor Hills Nature Preserve as a permanent easement for rerouting a 30 foot section of 15-inch sanitary sewer pipeline. The sewer was originally built to cross perpendicular to and several feet below the creek bottom. Over the years, the creek channel at this location has meandered southward and eroded such, that the sewer pipe is exposed in the north bank of the channel and above the elevation of the creek bottom. The exposed pipe has been temporarily armored, but the long term solution is to move the sewer away from the channel. This can be done by adding three new manholes and approximately 140 feet of pipe. The old pipe will be plugged and exposed portions removed. Creek banks will be graded and lined with rip-rap.</p> <p>The easement agreement includes abandonment of that portion of the existing easement that will no longer be needed once the sanitary sewer line is relocated.</p>				

CITY OF PLANO COUNCIL AGENDA ITEM

NTMWD will compensate the City for a sum of \$1,500 for the easement. To permit the use or taking of Park Land, the governing body with jurisdiction over the park, City Council in this instance, must find the following:

1. There is no feasible and prudent alternative to the use or taking of the Park Land as proposed by the Project; and
2. The Project includes all reasonable planning to minimize harm to the Park Land, resulting from the use or taking; and
3. The Project will not adversely affect the activities, features, and attributes of Park Land.

Witnesses will be presented at the public hearing on these issues.

Project Location Map:

<http://goo.gl/maps/C17FJ>

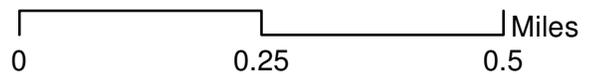
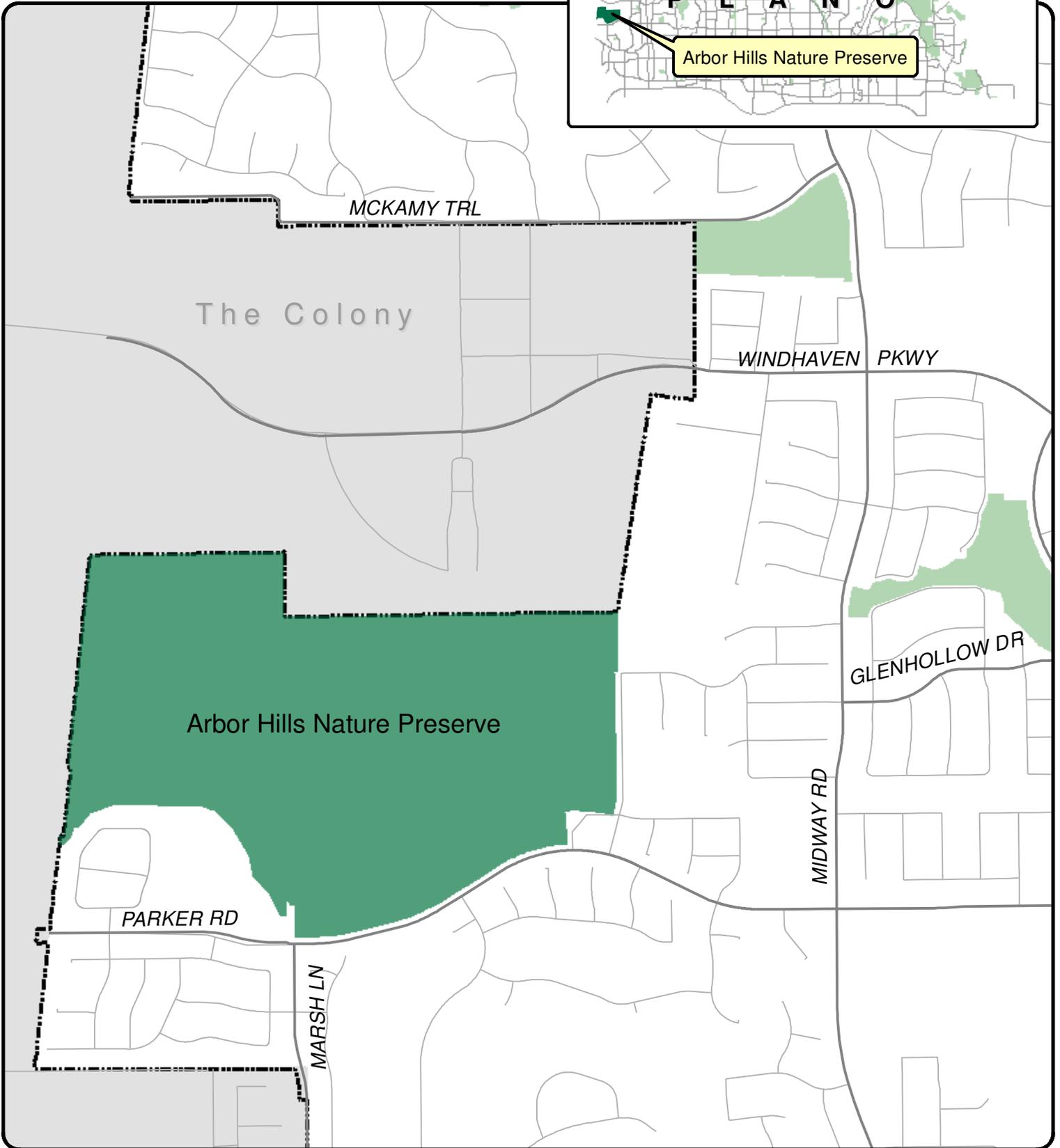
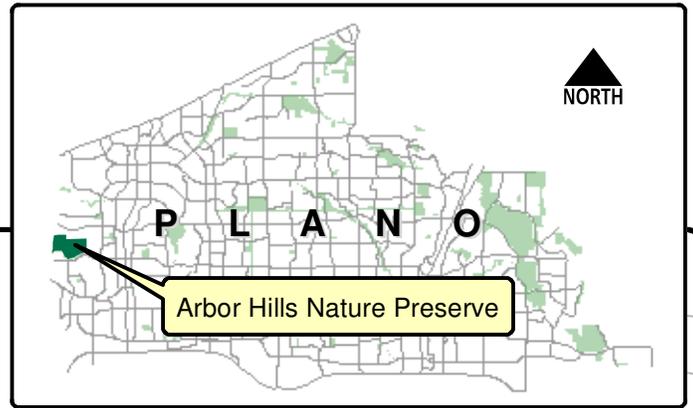
List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map NTMWD Letters Resolution	



Location Map

Arbor Hills Nature Preserve

6701 W Parker Rd,
Plano, TX 75093





**NORTH TEXAS MUNICIPAL
WATER DISTRICT**

Regional Service Through Unity

July 10, 2014

Mr. Robin Reeves, Chief Park Planner
City of Plano
P.O. Box 860358
Plano, Texas 75086

Re: Project No. 220
McKinney-Prosper Interceptor and Indian Creek Trunk Sewer Improvements
Realignment of Existing Trunk Sewer in Arbor Hills Nature Preserve

Dear Mr. Reeves:

Several years ago the existing 15-inch diameter sanitary sewer through Arbor Hills Nature Preserve was exposed in the creek channel due to erosion. The sewer was originally built to cross perpendicular to and several feet below the creek bottom. Over the years the creek channel at this location has meandered southward and eroded, such that the sewer pipe is exposed in the north bank of the channel and is above the elevation of the creek bottom.

The exposed pipe has been temporarily repaired and armored, but the preferred long term solution is to move the sewer away from the channel. This can be done by adding three new manholes and approximately 140 feet of pipe. The old pipe will be plugged and the exposed portion removed. Finally, the creek bank will be graded and lined with rip-rap.

Please let me know if you have any questions or need any additional information.

Sincerely,

JEFFREY D. RAY, P.E.
Engineering Manager

JDR/JBC/sw



**NORTH TEXAS MUNICIPAL
WATER DISTRICT**

Regional Service Through Unity

June 20, 2014

**Certified Mail/Return Receipt Requested
No. 7012 0470 0000 3610 0476
And U.S. Mail**

City of Plano
Attn: Mr. Robin Reeves
P.O. Box 860358
Plano, Texas 75086

RE: McKinney-Prosper Interceptor and Indian Creek trunk Sewer Improvements
Project No. 220, Parcels 12 & 13

Dear Mr. Reeves:

The North Texas Municipal Water District (NTMWD) has planned the McKinney–Prosper Interceptor and Indian Creek Sewer Improvements. This project has been developed for the purpose of rerouting and abandoning part of a sanitary sewer pipeline within the City of Plano's park property of Arbor Hills Nature Preserve.

In order for NTMWD to complete the project, an easement across property belonging to the City of Plano is needed. The Easement consists of a .095 acre permanent easement. NTMWD offers to purchase the Easement for the total amount of \$1,500. Enclosed is an Easement including the description and survey of the Easement area, a Landowner Bill of Rights, and a W-9.

If you are willing to grant the Easement for this compensation, please complete the W-9 and return to this office along with the executed Easement. You will then be provided with a check for the Easement within 10 days of receipt of the W-9 and executed Easement. If the above offer is acceptable, please advise me at your earliest convenience, but no later than July 7, 2014.

Should you have any questions in regards to this offer or the Easement, please contact Douglas Lovern, Land Agent with NTMWD at 972-442-5405. Your assistance concerning this matter is greatly appreciated.

Sincerely

BENTLY POWELL
Real Estate Manager

Enclosures

A Resolution of the City of Plano, Texas, approving the use or taking of a portion of City of Plano public Park Land, known as Arbor Hills Nature Preserve pursuant to Chapter 26 of the Texas Parks and Wildlife Code to approve using a portion of dedicated Park Land as a permanent easement for purposes of rerouting and abandoning part of an existing sewer pipeline to the North Texas Municipal Water District; authorizing the City Manager, or his designee, to execute all necessary documents; and providing an effective date.

WHEREAS, the North Texas Municipal Water District has requested that an existing sewer pipeline be relocated to another location as depicted on the drawing attached hereto as Exhibit "A" (called "Easement") which requires the use or taking of a portion of City of Plano public Park Land known as Arbor Hills Nature Preserve (called the "Park Land"); and

WHEREAS, Chapter 26 of the Texas Parks and Wildlife Code requires a public hearing for the use or taking of public Park Land, at which the governing body must determine whether any feasible and prudent alternative to the use or taking of public Park Land exists, and whether the proposed use or taking includes all reasonable planning to minimize the harm to the Park Land; and

WHEREAS, Notice of the Public Hearing was duly served and published in conformity with Chapter 26 of the Texas Parks and Wildlife Code for the Project; and

WHEREAS, the City Council held a public hearing on November 10, 2014, regarding the Project during which all interested persons had the opportunity to testify and present relevant evidence before the City Council.

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

Section I. After hearing and review of all the testimony, evidence, and other relevant information at the Public Hearing, the City Council hereby finds and determines that:

- 1) There is no feasible and prudent alternative to the use or taking of the portion of public Park Land at Arbor Hills Nature Preserve as proposed by the Project; and
- 2) The Project includes all reasonable planning to minimize the harm to the Park Land resulting from the use or taking; and
- 3) The Project will not adversely affect the activities, features, and attributes of the Park Land.

Section II. The City Council further finds that the Project is in the public interest generally, and in the best interest of the citizens of the City of Plano, Texas. Accordingly, the City Council approves the use or taking of a portion of Arbor Hills Nature Preserve through a permanent easement, as depicted in Exhibit "A".

Section III. The City Manager, or his designee, is hereby authorized to execute all necessary documents in connection with the change in use and the permanent easement on behalf of the City of Plano.

Section IV. This Resolution shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED this the 10th day of November, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**EASEMENT FOR RIGHT-OF-WAY
INDIAN CREEK TRUNK SEWER IMPROVEMENTS
PROJECT NO. 220**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THAT, **CITY OF PLANO**, (hereinafter called "Grantor") for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** cash in hand paid by the **NORTH TEXAS MUNICIPAL WATER DISTRICT** (hereinafter called "Grantee") the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents, do grant, sell, and convey unto the **NORTH TEXAS MUNICIPAL WATER DISTRICT** an Sanitary Sewer easement Re- Route and right of way along with Sanitary Sewer easement abandonment right of way in, over, across and through those certain premises owned by grantors to construct, operate , reconstruct, perpetually maintain and remove a pipeline for the transportation of sewer, with all the incidental equipment, and appurtenances, on, over, under and through the following described lands situated in Collin County, Texas to wit:

Tract 12: Re-Route

BEING a 0.095 acre parcel of land located on the northern bank of Indian Creek, situated in the J.B. Martin Survey, Abstract No. 827 of Denton County, Texas and being part of Arbor Hills Nature Preserve, a city owned park and an addition to the City of Plano, according to the plat thereof recorded in Cabinet S, Page 147 of the Plat Records of Denton County, Texas (P.R.D.C.T.) and said parcel being more particularly described by metes & bounds as follows:

Tract 13: Abandonment

BEING a 0.041 acre parcel of land located on the northern bank of Indian Creek, situated in the J.B. Martin Survey, Abstract No. 827 of Denton County, Texas and being part of Arbor Hills Nature Preserve, a city owned park and an addition to the City of Plano, according to the plat thereof, recorded in Cabinet S, Page 147 of the Plat Records of Denton County, Texas (P.R.D.C.T.) and said parcel being more particularly described by metes & bounds as follows:

SEE ATTACHED EXHIBITS "A" & "B" FOR DESCRIPTIONS

The Grantee herein, its successors and assigns, shall have, and it is hereby granted the right of ingress and egress for all purposes incidental to said grant. The Grantee shall utilize the easement for or a sewer pipeline and appurtenances including above ground appurtenances

The said Grantor herein, his heirs and assigns, shall have the right fully to use and enjoy the said premises covered by said above described easement including the right to lay out and construct streets, alleys, parking lots, hike and bike trail in and along said easement, fences, and utilities across said easement area provided that any utilities shall cross the easement at not less than a 45 degree angle to said pipeline and that any such streets and utilities do not endanger or interfere with the normal operation of Grantee's pipeline. Grantor shall provide Grantee with plans for said construction thirty (30) days prior to construction of said improvements on and over said right-of-way. Grantor may not erect buildings and walls over said right-of-way. In addition to consideration above recited for the use of said easement, the Grantee will restore to a condition as good or better said property including but not limited to fences, driveways, drainage channels, terraces, and other improvements damaged through the use of said easement.

Owner: CITY OF PLANO

Tracts: 12 & 13

Grantee shall and hereby does indemnify and hold harmless Grantor, and its successors and assigns from and against all liability, damages, suits, actions, costs, and expenses of whatsoever nature (including reasonable attorneys fees) to persons or property caused by or arising out of any of Grantee's operations and activities conducted upon or in connection with the above described Easement for Right-of-Way.

TO HAVE AND TO HOLD unto the said **NORTH TEXAS MUNICIPAL WATER DISTRICT**, its successors and assigns, the above described easement and right-of-way, and I do hereby bind myself, my heirs, executors, and administrators to warrant and forever defend all and singular the said premises to the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof herein.

By executing this easement, the undersigned represents that he/she is duly authorized to execute this document on behalf of Grantor; that Grantor is the owner of fee simple title to the property across which the easement is being granted; and that Grantor is the sole party entitled to receive the consideration being paid for the easement.

WITNESS OUR HANDS, on this _____ day of _____, 2014.

LANDOWNERS SIGNATURE:

THE CITY OF PLANO

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This document was acknowledged before me by _____, the person whose name is subscribed to the foregoing document, on this _____ day of _____, 2014.

NOTARY PUBLIC, STATE OF TEXAS

My commission expires: _____

Notary Public in and for
The State of Texas

EXHIBIT A

Page 1 of 4

NORTH TEXAS MUNICIPAL WATER DISTRICT

Project No. 220

**McKinney-Prosper Interceptor and
Indian Creek Trunk Sewer Improvements**

30' Sanitary Sewer Easement Re-Route

4,148 Sq. Ft./0.095 Acres

CITY OF PLANO

Arbor Hills Nature Preserve

J.B. Martin Survey, Abstract No. 827

Denton County, Texas

BEING a 0.095 acre parcel of land located on the northern bank of Indian Creek, situated in the J.B. Martin Survey, Abstract No. 827 of Denton County, Texas and being part of Arbor Hills Nature Preserve, a city owned park and an addition to the City of Plano, according to the plat thereof, recorded in Cabinet S, Page 147 of the Plat Records of Denton County, Texas (P.R.D.C.T.) and said parcel being more particularly described by metes & bounds as follows:

COMMENCING at a 1/2 inch iron rod, topped with a plastic cap, stamped "Half", found for the northeast corner of said Arbor Hills Nature Preserve, on the west line of Lot 1, Block A of Mitcham Addition, an addition to the City of Plano, according to the plat thereof, recorded in Cabinet L, Page 235, P.R.D.C.T. and same being the southeast corner of Lot 11, Block B of Parks of Austin Ranch Addition, an addition to the City of Plano, according to the plat thereof, recorded in Cabinet Y, Page 343, P.R.D.C.T.;

THENCE: South 72 deg. 51 min. 58 sec. West, departing from said common corner, over and across said Arbor Hills Nature Preserve, a distance of 828.86 feet to a point (Grid Coordinates: N=7,070,396.832, E=2,475,168.612) on the northerly line of a 30' wide sanitary sewer easement, conveyed to North Texas Municipal Water District (N.T.M.W.D.), recorded in Document No. 96-0037701, Deed Records of Collin County, Texas and said point being the POINT OF BEGINNING;

THENCE: South 00 deg. 58 min. 49 sec. East, across said N.T.M.W.D. easement, a distance of 32.13 feet to a point for corner on the southerly line of said N.T.M.W.D. easement;

THENCE: North 70 deg. 01 min. 19 sec. West, departing from said southerly line and crossing said N.T.M.W.D., a distance of 57.37 feet to a point for corner;

THENCE: South 33 deg. 34 min. 17 sec. West, across said N.T.M.W.D. easement, a distance of 67.68 feet to a point for corner on the southerly line of said N.T.M.W.D. easement;

THENCE: North 39 deg. 11 min. 01 sec. West, once again crossing said N.T.M.W.D. easement, a distance of 31.41 feet to a point for corner on the northerly line of said N.T.M.W.D. easement;

THENCE: North 33 deg. 34 min. 17 sec. East, departing from the northerly line of said N.T.M.W.D. easement, over and across said Arbor Hill Nature Preserve, a distance of 81.98 feet to a point for corner;

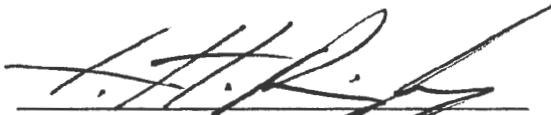
THENCE: South 70 deg. 01 min. 19 sec. East, a distance of 69.49 feet to the POINT OF BEGINNING and containing 4,148 square feet or 0.095 acres of land.

Note:

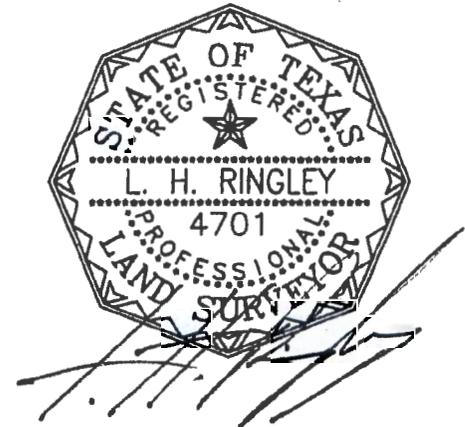
The bearings shown hereon are referenced to South 00 deg. 25 min. 52 sec. East, along the most northerly east line of Arbor Hills Nature Preserve, according to the plat thereof, recorded in Cabinet S, Page 147, Plat Records of Denton County, Texas.

A Survey Plat of equal date accompanies this metes & bounds description.

Prepared Under My Hand & Seal,
This 28th Day of May, 2014.



Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701



Prepared By:

RINGLEY & ASSOCIATES, INC.
Texas Firm Registration No. 1006130
701 S. Tennessee Street
McKinney, Texas 75069
972-542-1266

LOT 5, BLOCK B
PARKS OF AUSTIN RANCH ADDITION
Cab. W. Pg. 20
P.R.D.C.T.

LOT 10, BLOCK B
PARKS OF AUSTIN RANCH ADDITION
Cab. W. Pg. 343
P.R.D.C.T.

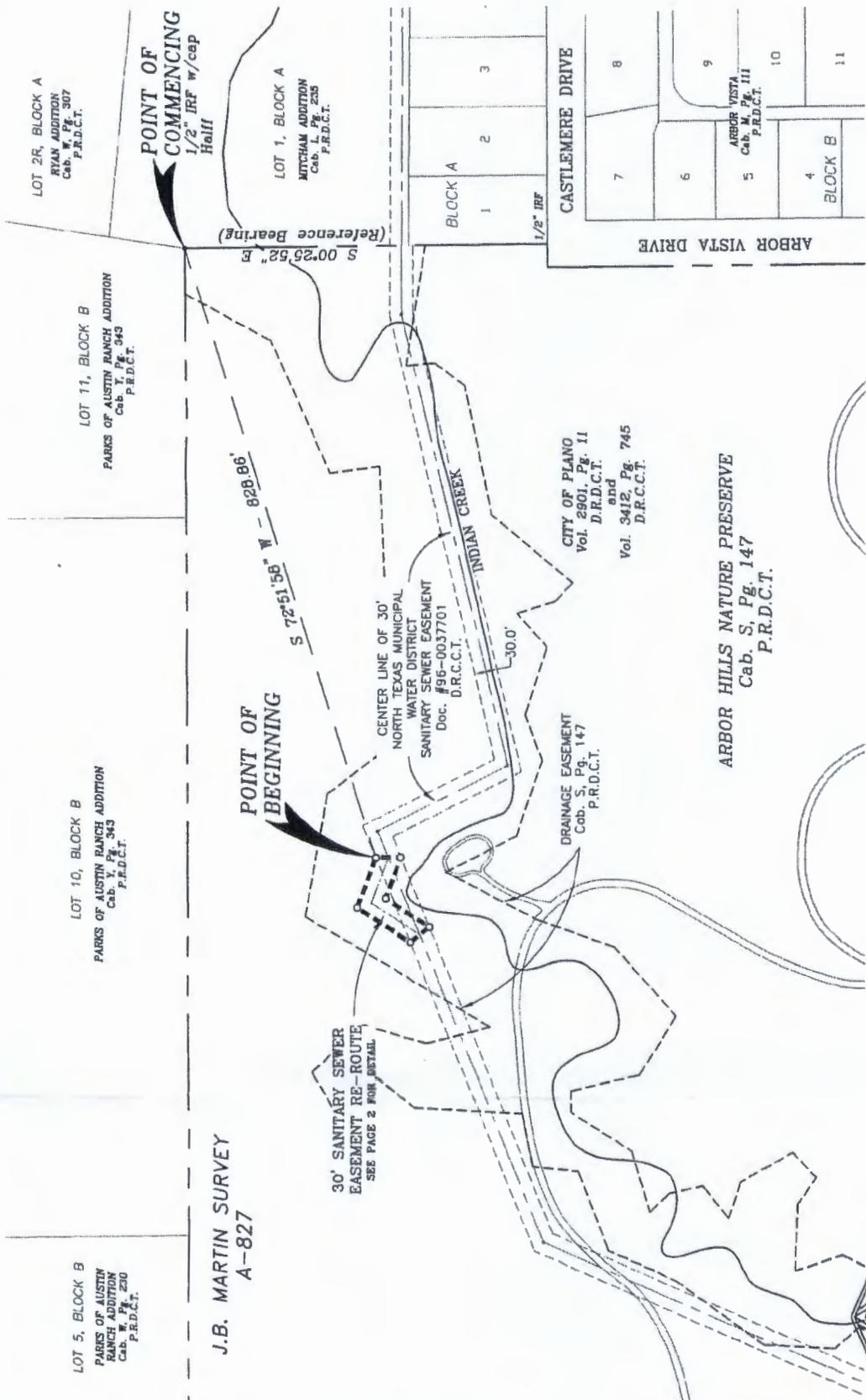
LOT 11, BLOCK B
PARKS OF AUSTIN RANCH ADDITION
Cab. Y. Pg. 343
P.R.D.C.T.

LOT 2R, BLOCK A
RYAN ADDITION
Cab. W. Pg. 307
P.R.D.C.T.

J.B. MARTIN SURVEY
A-827

Scale: 1"=200'

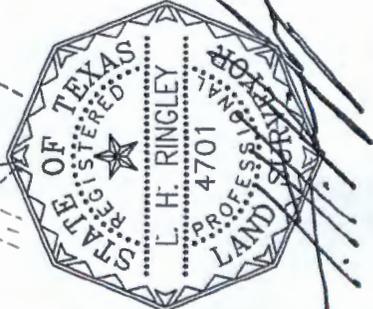
A metes & bounds description
of equal date accompanies
this Survey Plat.



C E R T I F I C A T I O N

I, Lawrence H. Ringley, Registered Professional Land Surveyor in and for the State of Texas, hereby certify that the Plat hereon represents an actual survey made on the ground and that all lines and dimensions shown are correct to the best of my knowledge. There are no visible conflicts, found during the time of this survey, May 28, 2014, except as shown.

LAWRENCE H. RINGLEY, R.P.L.S. No. 4701



REFERENCE BEARING:

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EXHIBIT A

PAGE 3 OF 4

NORTH TEXAS MUNICIPAL WATER DISTRICT
INDIAN CREEK TRUNK SEWER

30' SANITARY SEWER EASEMENT RE-ROUTE
4,148 Sq. Feet/0.095 Ac.
CITY OF PLANO

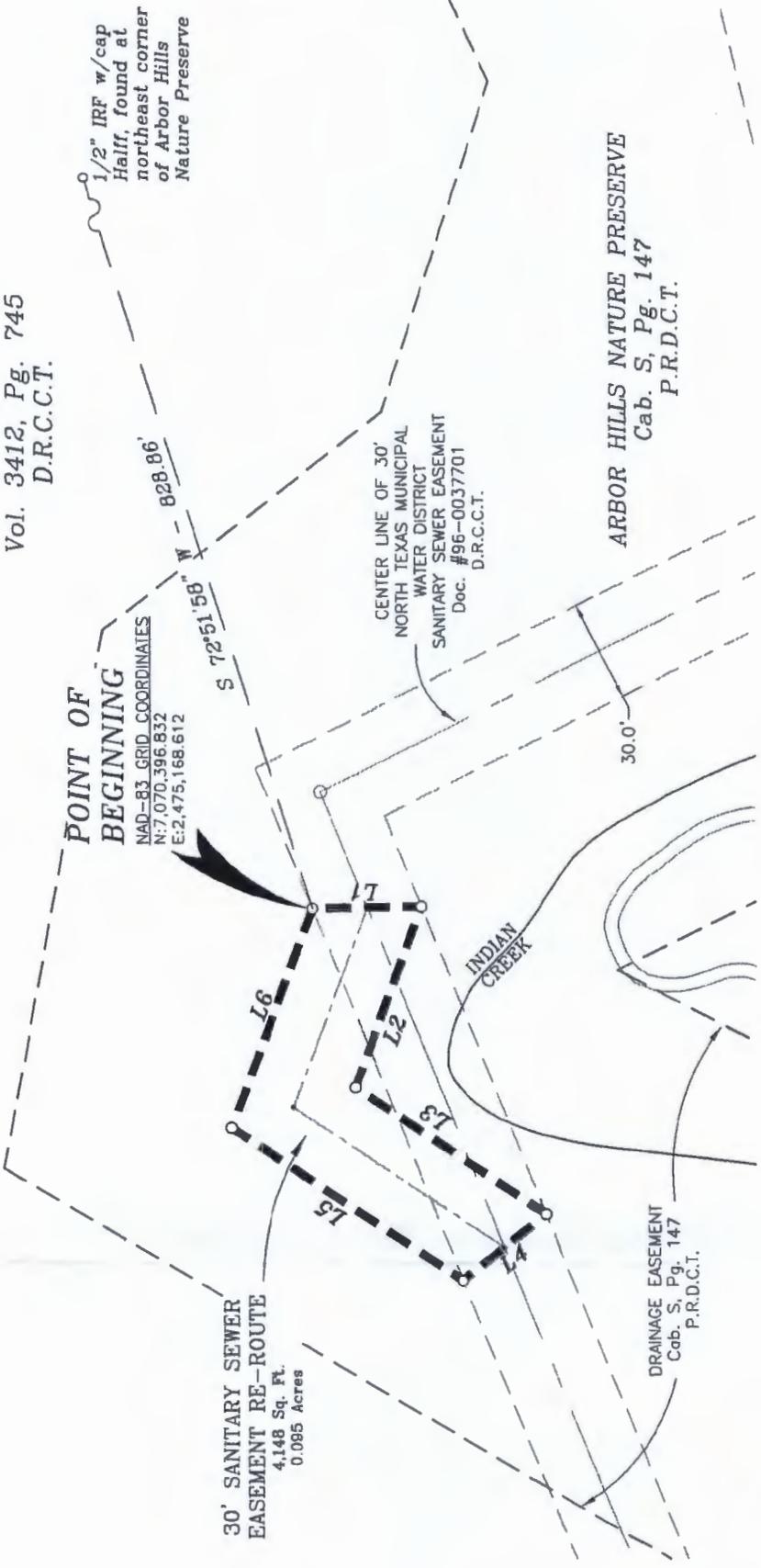
Arbor Hills Nature Preserve
J.B. Martin Survey, Abstract No. 827
Denton County, Texas

RINGLEY & ASSOCIATES, INC.
SURVEYING • MAPPING • PLANNING
701 S. Tennessee - McKinney, Texas 75069
(972) 542-1266

Texas Firm Registration No. 10061300	Date	Scale
Drawn by	05/28/14	1"=200'
Job	Title	Sheet
13130	13130-ARBOR.DWG	3 of 4

J.B. MARTIN SURVEY
A-827

CITY OF PLANO
Vol. 2901, Pg. 11
D.R.D.C.T.
and
Vol. 3412, Pg. 745
D.R.C.C.T.



A metes & bounds description
of equal date accompanies
this Survey Plat.

Scale: 1" = 50'



LINE	BEARING	DISTANCE
L1	S 00°58'49" E	32.13'
L2	N 70°01'19" W	57.37'
L3	S 33°34'17" W	67.68'
L4	N 39°11'01" W	31.41'
L5	N 33°34'17" E	81.98'
L6	S 70°01'19" E	69.49'

EXHIBIT A
PAGE 4 OF 4

NORTH TEXAS MUNICIPAL WATER DISTRICT
INDIAN CREEK TRUNK SEWER

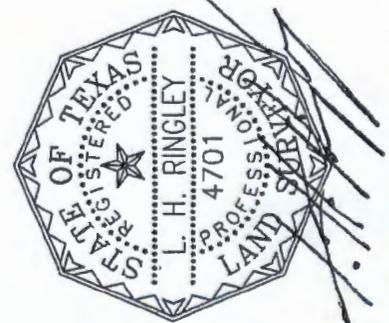
30' SANITARY SEWER EASEMENT RE-ROUTE
4,148 Sq. Feet/0.095 Ac.
CITY OF PLANO

Arbor Hills Nature Preserve
J.B. Martin Survey, Abstract No. 827
Denton County, Texas

C E R T I F I C A T I O N

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LAWRENCE H. RINGLEY, P.F.L.S. No. 4701



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RINGLEY & ASSOCIATES, INC.
SURVEYING • MAPPING • PLANNING
701 S. Tennessee - McKinney, Texas 75069
(972) 542-1266

Texas Firm Registration No. 10061300
Drawn by _____ Scale _____
Month/Year 05/28/14 1" = 50'
Job 13130 Title 13130-ARBOR.DWG Sheet 4 of 4

EXHIBIT B

Page 1 of 4

NORTH TEXAS MUNICIPAL WATER DISTRICT

Project No. 220

**McKinney-Prosper Interceptor and
Indian Creek Trunk Sewer Improvements**

30' Sanitary Sewer Easement Abandonment

1,798 Sq. Ft./0.041 Acres

CITY OF PLANO

Arbor Hills Nature Preserve

J.B. Martin Survey, Abstract No. 827

Denton County, Texas

BEING a 0.041 acre parcel of land located on the northern bank of Indian Creek, situated in the J.B. Martin Survey, Abstract No. 827 of Denton County, Texas and being part of Arbor Hills Nature Preserve, a city owned park and an addition to the City of Plano, according to the plat thereof, recorded in Cabinet S, Page 147 of the Plat Records of Denton County, Texas (P.R.D.C.T.) and said parcel being more particularly described by metes & bounds as follows:

COMMENCING at a 1/2 inch iron rod, topped with a plastic cap, stamped "Half", found for the northeast corner of said Arbor Hills Nature Preserve, on the west line of Lot 1, Block A of Mitcham Addition, an addition to the City of Plano, according to the plat thereof, recorded in Cabinet L, Page 235, P.R.D.C.T. and same being the southeast corner of Lot 11, Block B of Parks of Austin Ranch Addition, an addition to the City of Plano, according to the plat thereof, recorded in Cabinet Y, Page 343, P.R.D.C.T.;

THENCE: South 70 deg. 45 min. 24 sec. West, departing from said common corner, over and across said Arbor Hills Nature Preserve, a distance of 838.36 feet to a point (Grid Coordinates: N=7,070,364.711, E=2,475,169.161) on the southerly line of a 30' wide sanitary sewer easement, conveyed to North Texas Municipal Water District (N.T.M.W.D.), recorded in Document No. 96-0037701, Deed Records of Collin County, Texas and said point being the POINT OF BEGINNING;

THENCE: South 68 deg. 03 min. 42 sec. West, along the southerly line of said N.T.M.W.D. easement, a distance of 98.47 feet to a point for corner;

THENCE: North 33 deg. 34 min. 17 sec. East, departing from the southerly line of said N.T.M.W.D. easement, over and across said easement, a distance of 52.98 feet to a point for corner on the northerly line of said N.T.M.W.D. easement;

THENCE: North 68 deg. 03 min. 42 sec. East, along the northerly line of said N.T.M.W.D. easement, a distance of 21.39 feet to a point for corner;

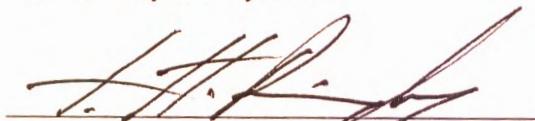
THENCE: South 70 deg. 01 min. 19 sec. East, departing from the northerly line of said N.T.M.W.D. easement, over and across said easement a distance of 44.91 feet to the POINT OF BEGINNING and containing 1,798 square feet or 0.041 acres of land.

Note:

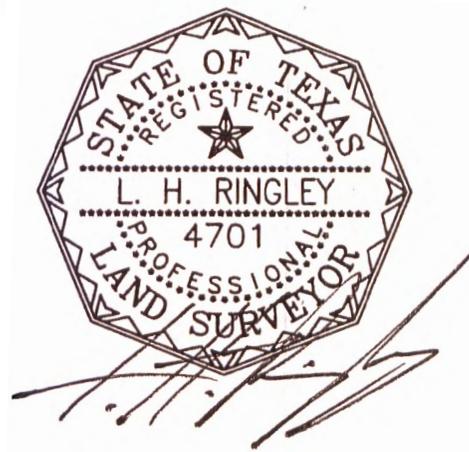
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A Survey Plat of equal date accompanies this metes & bounds description.

Prepared Under My Hand & Seal,
This 28th Day of May, 2014.



Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701



Prepared By:

RINGLEY & ASSOCIATES, INC.
Texas Firm Registration No. 1006130
701 S. Tennessee Street
McKinney, Texas 75069
972-542-1266

LOT 5, BLOCK B
PARKS OF AUSTIN RANCH ADDITION
Cab. W. Pg. 230
P.R.D.C.T.

LOT 10, BLOCK B
PARKS OF AUSTIN RANCH ADDITION
Cab. Y. Pg. 343
P.R.D.C.T.

LOT 11, BLOCK B
PARKS OF AUSTIN RANCH ADDITION
Cab. Y. Pg. 343
P.R.D.C.T.

LOT 2R, BLOCK A
RYAN ADDITION
Cab. W. Pg. 307
P.R.D.C.T.

J.B. MARTIN SURVEY
A-827

POINT OF COMMENCING
1/2" IRF w/cap
Half

POINT OF BEGINNING

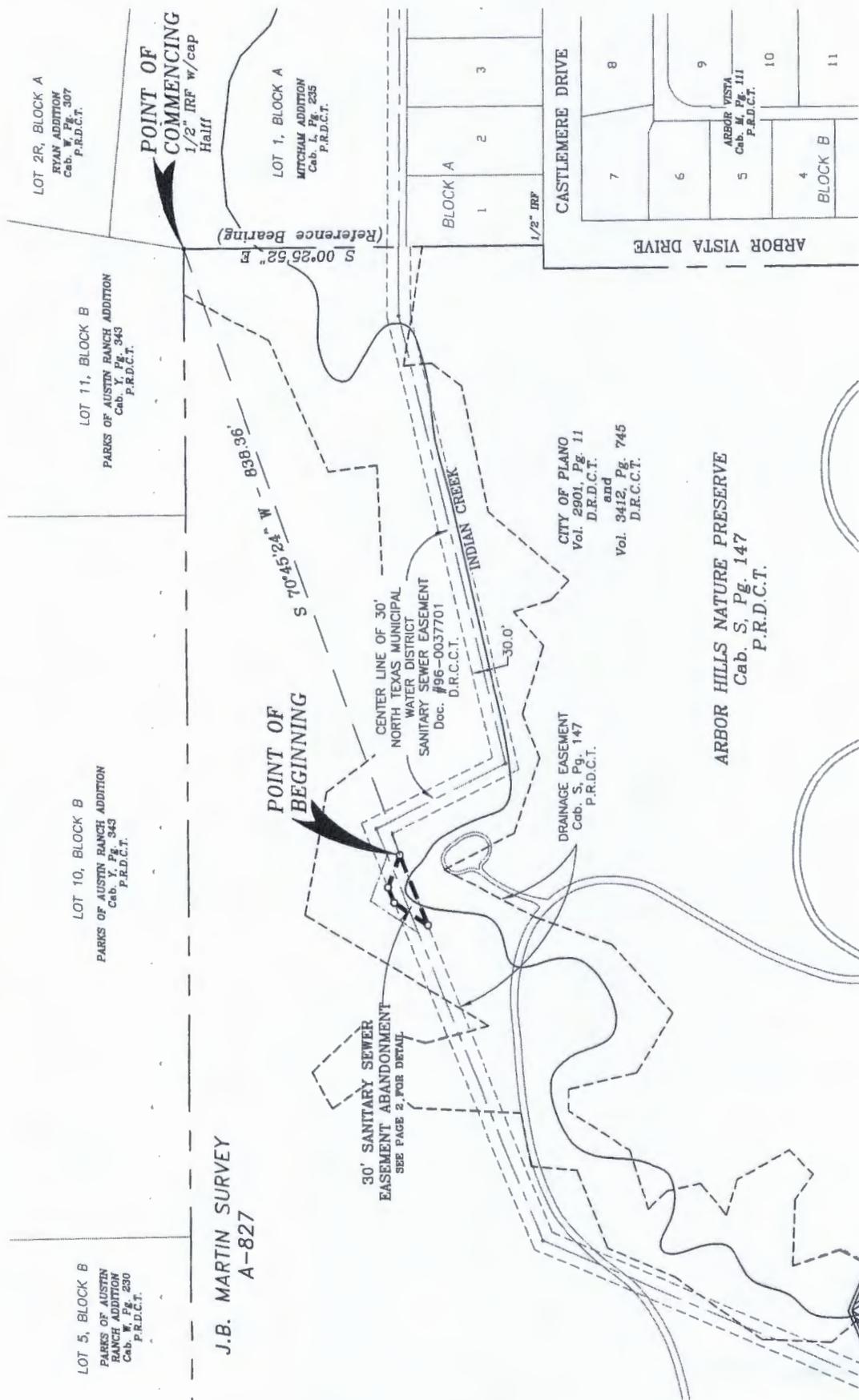
30' SANITARY SEWER
EASEMENT ABANDONMENT
SEE PAGE 2, FOR DETAIL

CENTER LINE OF 30'
NORTH TEXAS MUNICIPAL
WATER DISTRICT
SANITARY SEWER EASEMENT
Doc. #96-0037701
D.R.C.C.T.

DRAINAGE EASEMENT
Cab. S. Pg. 147
P.R.D.C.T.

CITY OF PLANO
Vol. 2901, Pg. 11
D.R.D.C.T.
and
Vol. 3412, Pg. 745
D.R.C.C.T.

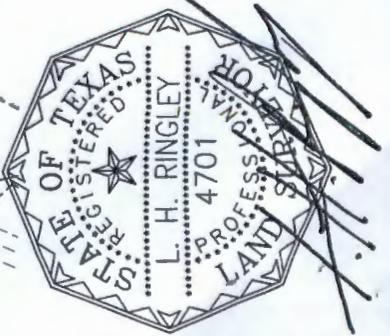
ARBOR HILLS NATURE PRESERVE
Cab. S. Pg. 147
P.R.D.C.T.



C E R T I F I C A T I O N

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[Signature]
LAWRENCE H. RINGLEY, P.L.S. No. 4701



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Scale: 1"=200'

A metes & bounds description of equal date accompanies this Survey Plat.

EXHIBIT B
PAGE 3 OF 4

NORTH TEXAS MUNICIPAL WATER DISTRICT
INDIAN CREEK TRUNK SEWER

30' SANITARY SEWER EASEMENT ABANDONMENT
1,798 Sq. Feet/0.041 Ac.
CITY OF PLANO

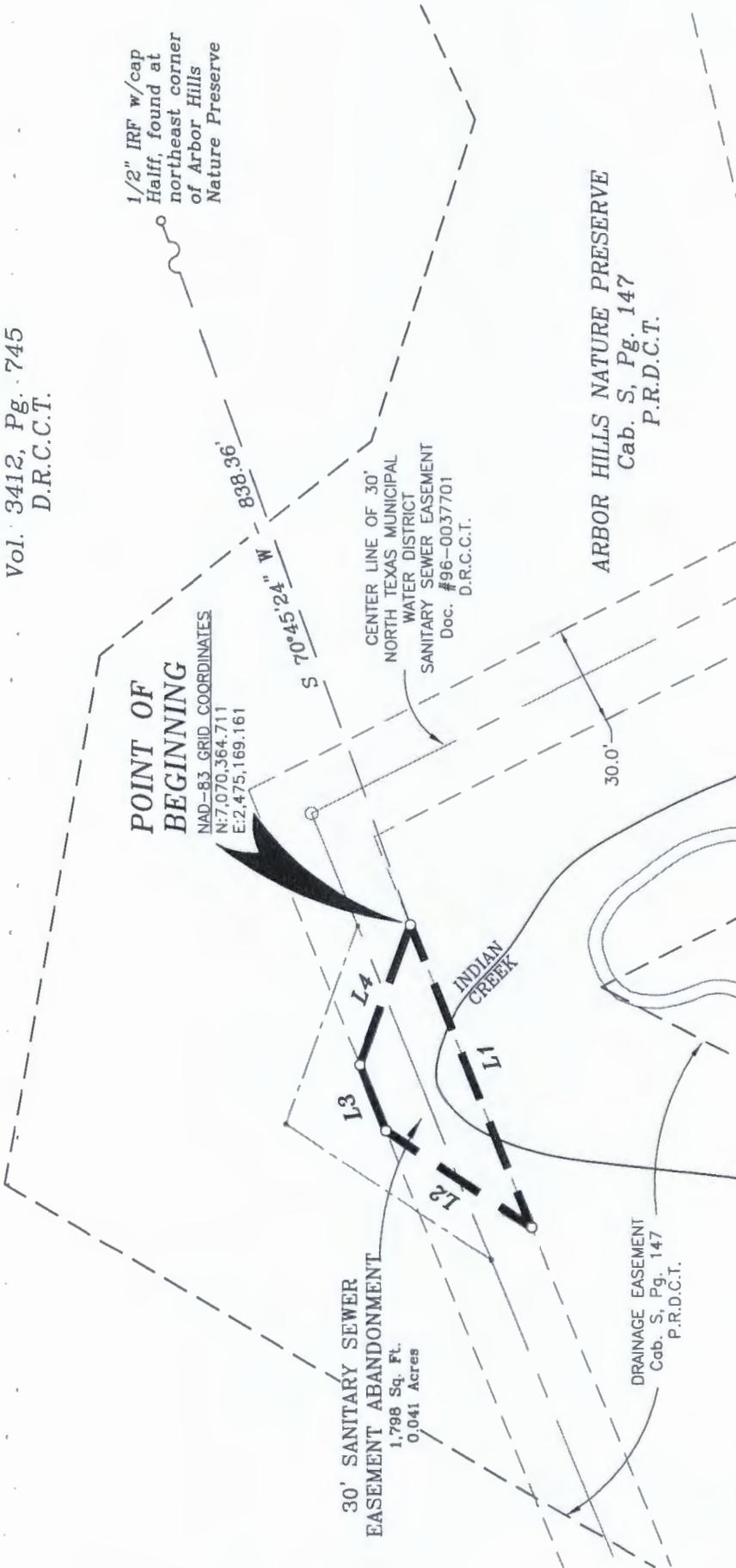
Arbor Hills Nature Preserve
J.B. Martin Survey, Abstract No. 827
Denton County, Texas

 RINGLEY & ASSOCIATES, INC. SURVEYING • MAPPING • PLANNING 701 S. Tennessee - McKinney, Texas 75069 (972) 542-1266	
Texas Firm Registration No. 10061300	
Drawn by	Date
<i>Mark Stahl</i>	05/28/14
Job	Title
13130	13130-ABAN.DWG
Scale	Sheet
1"=200'	3 of 4

J.B. MARTIN SURVEY
A-827

CITY OF PLANO
Vol. 2901, Pg. 11
D.R.D.C.T.

and
Vol. 3412, Pg. 745
D.R.C.C.T.

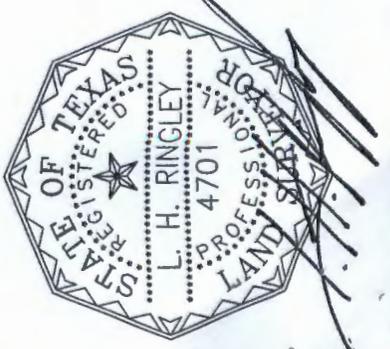


1/2" IRF w/cap
Half, found at
northeast corner
of Arbor Hills
Nature Preserve

LINE	BEARING	DISTANCE
L1	S 68°03'42" W	98.47'
L2	N 33°34'17" E	52.98'
L3	N 68°03'42" E	21.39'
L4	S 70°01'19" E	44.91'

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LAWRENCE H. RINGLEY, P.L.S. No. 4701

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EXHIBIT B

PAGE 4 OF 4

NORTH TEXAS MUNICIPAL WATER DISTRICT
INDIAN CREEK TRUNK SEWER

30' SANITARY SEWER EASEMENT RE-ROUTE
1,798 Sq. Feet/0.041 Ac.

CITY OF PLANO
Arbor Hills Nature Preserve
J.B. Martin Survey, Abstract No. 827
Denton County, Texas

RINGLEY & ASSOCIATES, INC.
SURVEYING - MAPPING - PLANNING
701 S. Tennessee - McKinney, Texas 75069
(972) 542-1266

Texas Firm Registration No. 10061300
Drawn by <i>Mart Hach</i> Date 05/28/14 Scale 1"=50'
Job 13130 Title 13130-ABAN.DWG Sheet 4 of 4

DATE: October 21, 2014
TO: Honorable Mayor & City Council
FROM: Richard Grady, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of October 20, 2014

**AGENDA ITEM NO. 6 - PUBLIC HEARING
ZONING CASE 2014-25 AND DEVELOPMENT PLAN FOR BEACON SQUARE
APPLICANT: CROW-BILLINGSLEY LTD. NO. 10, BILLINGSLEY 121 COPPELL,
LTD AND UNIVERSITY BUSINESS PARK PHASE II LIMITED**

Request to rezone 86.2± acres located on the west side of Coit Road, 950± feet north of Mapleshade Lane **from** Corridor Commercial and Light Industrial-1 **to** Urban Mixed-Use. Zoned Corridor Commercial and Light Industrial-1/190 Tollway/Plano Parkway Overlay District. Tabled August 18, 2014 and September 15, 2014.

APPROVED: 5-2 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 1 **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 the following:

The permitted uses and standards shall be in accordance with the Urban Mixed-Use (UMU) zoning district unless otherwise specified herein.

The development plan shall be adopted as part of the ordinance.

Exceptions of the UMU District

1. Blocks A and B:
 - a. Minimum Lot Coverage: 15%
 - b. Minimum FAR: 0.15:1
 - c. Maximum Setback from Coit Road: 160 feet
 - d. Minimum Height: One-story; 24 feet

2. Blocks D, E, K, N, P, Q, and R may exceed maximum block size of three acres.
3. Structured parking and tuck-under garages shall be included in the calculation of lot coverage.
4. Reduce nonresidential parking ratio from 1:250 square feet to 1:190 square feet.

The Commissioner's voting in opposition were concerned about the proposed integration of uses.

FOR CITY COUNCIL MEETING OF: November 10, 2014 (To view the agenda for this meeting, see www.planotx.gov)

PUBLIC HEARING - ORDINANCE

EM/dc

xc: Lucilo Pena, Crow Billingsley LTD No. 10
Wayne Snell, Permit Services Manager

<http://goo.gl/maps/gyJ0c>

CITY OF PLANO

PLANNING & ZONING COMMISSION

October 20, 2014

Agenda Item No. 6

Public Hearing: Zoning Case 2014-25 and Development Plan for Beacon Square

Applicant: Crow-Billingsley Ltd. No. 10, Billingsley 121 Coppell, LTD and University Business Park Phase II Limited

DESCRIPTION:

Request to rezone 86.2± acres located on the west side of Coit Road, 950± feet north of Mapleshade Lane **from** Corridor Commercial and Light Industrial-1 **to** Urban Mixed-Use. Zoned Corridor Commercial and Light Industrial-1/190 Tollway/Plano Parkway Overlay District. Tabled August 18, 2014 and September 15, 2014.

REMARKS:

This item was tabled at the September 15, 2014 Planning & Zoning Commission meeting. It must be removed from the table.

The purpose of this request is to rezone 86.2± acres located on the west side of Coit Road, 950± feet north of Mapleshade Lane from Corridor Commercial (CC) and Light Industrial-1 (LI-1) to Urban Mixed-Use (UMU). The CC district is intended to provide for retail, service, office, and limited manufacturing uses within major regional transportation corridors. The regulations and standards of this district are reflective of the high traffic volumes and high visibility of these regional highways. The LI-1 district is intended to provide areas for light manufacturing firms engaged in processing, assembling, warehousing, research and development, and incidental services that are developed in accordance with the same performance standards applicable to all other zoning districts.

The requested zoning is UMU. The UMU district is intended to provide a planning, regulatory, and management framework for the design, development, and operation of urban mixed-use centers which promote social interaction, community identity, and efficient use of land and resources. The UMU district should also support and encourage a variety of transportation options, including transit, bicycles, and walking. The zoning district is applicable primarily to large undeveloped properties where higher density residential and commercial uses are appropriate.

The following is a brief summary of changes to the development plan since the August 18, 2014 meeting:

Connectivity

The applicant has adjusted the layout of streets in order to provide better access and connectivity to adjacent properties. After discussions with the property owner to the west, the updated development plan shows two direct connections via 22-foot minor streets. These connections provide improved access to the adjacent property with pavement widths similar in size to the required Type F thoroughfare. In response to comments from staff, the applicant has provided a shared street to allow access for the property located west of the existing Walmart development. The plan also shows a minor street which divides Blocks E and S, where previously a pedestrian “paseo” was provided, in response to the Commission’s concerns about block size.

Integration of Uses

In an effort to further incorporate uses within the site, the applicant has modified the locations of office, multifamily, and open space areas. The updated plan shows office and residential uses in close proximity, and in some instances within the same block (Block S and Block M). Phasing has been adjusted to include two office buildings and additional office and retail ground level uses to be included in the development of Phase I. Vertical integration of uses is included not only along the main street in Blocks D and E but also in Block S, north of Walmart’s parking lot.

Open Space

Open space has been redesigned to provide smaller, more integrated areas throughout the development. Staff believes the proposed layout is more conducive to creating quality urban spaces with greater accessibility for residents and better integration with office and retail tenants. Additionally, the amount of open space has not changed significantly from the applicant’s initial plan.

Uses

The applicant has modified the location and product type of multifamily residential uses resulting in a decrease of 71 units. The development plan features more urban townhouse style multifamily products with entrances fronting onto internal minor and major streets. The proposed development plan offers greater diversity of housing options for future residents.

The applicant’s updated plan shows the proposed primary use is residential at 2,059,768 square feet (69%), the secondary use is office at 809,116 square feet (27%), and the tertiary use is retail at 117,178 square feet (4%). Staff believes this is a reasonable mix of uses considering the context of surrounding development. Additional urban residential units in an integrated, neighborhood context will likely support a market for commercial uses that may not previously have been viable in this location.

Surrounding Land Use and Zoning

The subject property is currently undeveloped. To the east, across Coit Road, are existing commercial uses zoned CC and a large tract under construction as multifamily residences and assisted living, zoned Planned Development-215-Corridor Commercial. The property to the south is zoned CC and is developed as retail superstore, bank, and restaurant uses. The property to the west is vacant land zoned CC and LI-1. To the north, across the existing railroad tracks, the property is zoned LI-1 and is developed as retail, automotive, and industrial uses.

Proposed UMU District

The requested zoning is UMU. There are two primary parts to this request: Land use and design standards as adopted by the development plan with several proposed exceptions. The applicant's requested exceptions are examined within the "Issues" portion of this report.

Land Use

The following table depicts which blocks will be developed with each use.

Retail	Retail/Multifamily/ Live-Work	Office	Multifamily	Open Space	Structured Parking
A	D	L	G	C	T
B	E	M	H	F	
		N	I	H	
		P	J	I	
		R	K	J	
			L	M	
			M	Q	
			O		
			S		

Typically, developments of this size would include a large amount of retail square footage. However, due to the existing superstore and other retail uses adjacent to Coit Road, there is limited opportunity for additional retail uses in the area.

Design Standards

The UMU district requires concurrent approval of a development plan associated with the UMU district. Generally, the applicant's development plan shows a private grid street pattern with retail buildings and surface parking fronting Coit Road. The main street, which is a requirement of the UMU district, runs perpendicular to Coit Road between the retail buildings. To the north and south of the main street are three- and four-story multifamily buildings with live/work and retail uses on the ground floor which make up the central portion of the development.

The streets will be privately maintained by a property owner's association, but accessible to the public and will have parallel and angled-parking, street trees, and sidewalks on both sides of the streets. The buildings meet the required setbacks as specified in the UMU district with the exception of Blocks A and B with frontage on Coit Road. Open spaces meet the minimum and maximum percentages as specified in the UMU district.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Major Corridor Development (MCD). The city's current land use policies recommend that land along expressway corridors be reserved for economic development and employment opportunities. However, residential development may be appropriate along expressway corridors in accordance with the interim amendment policy recommendations of the Comprehensive Plan that were adopted in April 2012. The policies that apply to this request include:

1. Residential should be set back a minimum of 1,200 feet from the centerline of State Highway 190.
2. Isolated residential development should not be permitted; residential rezoning requests need to establish a complete neighborhood or expand an existing neighborhood or an urban mixed-use center. Mid-rise multifamily development (5 to 12 stories) and special needs housing (i.e., senior housing) could be an exception if the surrounding land uses are compatible.

The applicant is proposing 1,144 residential units within the UMU district located outside of the 1,200 foot recommended setback as well as office, retail, and restaurant uses in compliance with the UMU percentages of primary, secondary, and tertiary uses. Although the subject property does not expand into any existing residential neighborhoods, the large number of units requested within this UMU district would establish a new neighborhood of residential development. This request is in conformance with the Future Land Use Plan and interim amendments to the comprehensive planning land use policies.

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

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request. However, prior to approval of the preliminary site plan for the first phase of residential development, the applicant shall submit a TIA for review and approval due to the requested number of dwelling units generating traffic that exceeds the maximum threshold of 8,000 trips per day.

School Capacity - This area is served by Jackson Elementary School, Frankford Middle School, Shepton High School, and Plano West Senior High School. Based upon the current projections and feeder alignments, Plano Independent School District (PISD) has determined that all four schools have capacity to serve the development.

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

Access to and Availability of Amenities and Services - The subject property is not within a Park Fee service area. There are no existing neighborhood parks or linear parks to serve this area and the Park Master Plan does not identify any proposed parks to be located within this area of the city. Private open space will serve the residents of this area.

The subject property is located within the Haggard Library's service area, and service to the residents of this new area would be possible with the current library resources.

ISSUES:

Requested Exceptions to the UMU District

The UMU district allows certain exceptions to be requested to the standards of the district to provide flexibility for the individual development. The applicant is requesting the following exceptions to the UMU district regulations:

Exception #1: Blocks A and B

- a. Minimum Lot Coverage: 15%
- b. Minimum FAR: 0.15:1
- c. Maximum Setback from Coit Road: 160 feet
- d. Minimum Height: One story; 24 feet

Within Blocks A and B, the applicant is proposing a suburban form of development with reduced lot coverage and floor area ratios, traditional building setbacks from Coit Road, and a combination of surface and on-street parking. The applicant is also requesting to reduce the required minimum height from two stories to one story, but is providing a stipulation that the height of the one story structures be a minimum of 24 feet. The proposed development in these blocks is consistent with the existing adjacent commercial development located within the Coit Road corridor. For this reason, staff is in support of this exception.

Exception #2: Blocks D, E, K, N, P, Q, and R may exceed maximum block size of three acres.

The UMU district limits block sizes to a maximum of three acres. This block size was established to be large enough to allow for sufficient development mass to occur, but also small enough to encourage pedestrians to walk throughout the site. Blocks D, E, K, and Q are proposed to be 3.2 acres; Block N is proposed to be 4.2 acres, Block P is proposed to be 5.1 acres, and Block R is 7.5 acres. Staff is in support of this exception.

Exception #3: Structured parking and tuck-under garages shall be included in the calculation of lot coverage.

Currently, the UMU district excludes “unairconditioned space” from the calculation of lot coverage. The intent of this exception is to allow the occupied areas only to be counted towards lot coverage and to enforce a more dense urban form. Although this language applies to structured and tuck-under parking garages, staff believes these areas should be included in the calculation of lot coverage because they are occupied structures and will contribute towards the required minimum lot coverages. Staff is in support of this exception.

Exception #4: Reduce nonresidential parking ratio from 1:250 square feet to 1:190 square feet.

The UMU district caps parking for nonresidential uses at one parking space per 250 square feet of gross floor area. The proposed exception is to increase this requirement to one space per 190 square feet of nonresidential gross building area. The applicant desires to provide additional parking in order to meet potential needs of future office tenants based upon demonstrated demand in today’s office market. Staff is in support of this requested exception.

Economic Development Element and Land Use Element

The Economic Development Element and the Land Use Element policies of the Comprehensive Plan discourage rezoning properties for residential uses in prime economic development areas of the city and accommodating immediate development opportunities. The intent of both policies is to ensure land that is located along the expressway corridors and in the major employment centers is developed in accordance with the Future Land Use Plan recommendations and supporting zoning districts, and to take advantage of future nonresidential development opportunities which would increase the tax base and provide employment opportunities for Plano residents.

Staff believes it is important for the city to retain an adequate supply of undeveloped nonresidential land for future economic development opportunities. Therefore, rezoning properties within the prime economic development areas is generally not recommended and should not be rezoned to accommodate immediate development

opportunities. Having undeveloped land within the city is an asset for Plano as it allows the city to attract businesses and provide for base employment opportunities as well as increased property values and revenues for the city. This property is large and, given the property's size coupled with its existing CC and LI-1 zoning, the property has the potential to provide flexibility in the design and orientation of development that can adequately incorporate and create a variety of economic development and employment opportunities. Rezoning the property to allow for residential uses reduces the amount of land available for economic development opportunities within the city. However, creating a mixed-use center can encourage economic development within the corridor.

Mixed-Use Policy Statement

The mixed-use policy statement of the Comprehensive Plan defines mixed-use as vertical or horizontal integration of multiple uses that promotes easy access among uses and amenities especially by pedestrians. The mixed-use policy also provides a framework that is intended to assist with the evaluation of proposals for mixed-use projects. The following is an analysis of the proposed request compared to the policy criteria.

- **Location and Context Sensitivity** - The mixed-use policy statement encourages that proposed mixed-use projects be sensitive to surrounding land uses and character of an area. If the same uses were to be considered alone, as individual developments, would each use be appropriate in this location? The proposed multifamily would not be appropriate if it were to be considered on its own due to the adjacent nonresidential zoning districts. Properties to the north, south, and west allow for more intensive land uses given the existing CC and LI-1 zoning.

However, residential development has been introduced into this area on the east side of Coit Road. During 2011, the area east of Coit Road, south of the railroad tracks, and north of Mapleshade Lane was rezoned to allow for 1,200 multifamily residential units. An additional 300 units were also approved at the southwest corner of Mapleshade Lane and Silverglen Drive. Properties to the east and south of this existing multifamily development are also zoned CC and LI-1.

If it is determined by the City Council that this is an appropriate location for residential uses, then additional consideration should be given towards the appropriate zoning for the remaining undeveloped properties west and south of the subject property. LI-1 and CC zoning may not be the most appropriate zoning adjacent to residential uses.

- **Multiple Uses/Integration of Uses and Density** - The mixed-use policy statement encourages buildings and uses that are well integrated and tightly connected or grouped. The policy considers whether the combining of land uses promotes easy access among stores, services, and amenities used by pedestrians. The relationship of the nonresidential buildings with the residential uses has the opportunity to provide for integrated uses. The challenge for the

proposed UMU district is its relationship and integration of the proposed multifamily uses and the existing “big box” retailers with large surface parking areas to the south. The applicant has provided retail adjacent to and vehicle connections between the proposed development and existing retail development to the south to allow for surface integration, and has designed the multifamily buildings to minimize the units facing the existing retail to the south.

The proposed UMU district requires reduced building setbacks along interior private streets promoting an urban form. Retail buildings are proposed on the east side of the district with frontage on Coit Road, with additional nonresidential uses proposed on the first floor of the multistory buildings along the proposed east/west main street of the district within Blocks E and F. Surface parking is planned adjacent to Coit Road to serve the retail buildings. The proposed design of the main street has the potential to create interest and activity within the district itself and help support the other proposed uses within the district.

- **Pedestrian Orientation and Public Spaces** - The development plan proposes a convenient, attractive, and safe pedestrian system with sidewalks and pedestrian connections. The proposed public open space areas meet the percentage requirements of the UMU district and are distributed throughout the development allowing for easy access to residents. A larger public open space is proposed to anchor the west end of the main street.
- **Parking** - The policy statement limits surface parking to 25% of the entire development thus promoting structured parking and provides criteria for evaluating the amount and location of surface parking. Surface parking constitutes 30% of the total parking within the proposed development, with the larger surface parking areas placed at the perimeter of the development, thus being consistent with the policy statement. The applicant is proposing a majority of the parking to be located within structured parking garages, tuck-under garages, and on-street parking within the interior of the development.

Type F Thoroughfare

The Thoroughfare Plan Map of the Comprehensive Plan shows a proposed Type F thoroughfare connecting Coit Road and Mapleshade Lane. The applicant has proposed a grid private street system with multiple points of ingress and egress to Coit Road and properties to the south and west; strengthening future development opportunities for adjacent parcels. The development plan also proposes one direct connection to Mapleshade Lane. The proposed private grid street system provides more opportunities to disperse traffic to Coit Road and Mapleshade Lane than a single collector street; therefore, staff believes that the Type F thoroughfare requirement is satisfied through the proposed private street system.

SUMMARY:

The applicant is requesting to rezone 86.2± acres located on the west side of Coit Road, 950± feet north of Mapleshade Lane from CC and LI-1 to UMU. The request is in conformance with the Future Land Use Plan and adopted interim amendments to the Land Use Element of the Comprehensive Plan. The proposed multifamily residential uses are located beyond the minimum 1,200 foot setback as measured from the centerline of State Highway 190. Staff believes that the requested exceptions are acceptable in order to provide some flexibility to the development standards within the district, and that the multifamily residential use is appropriate when developed in conjunction with the UMU standards.

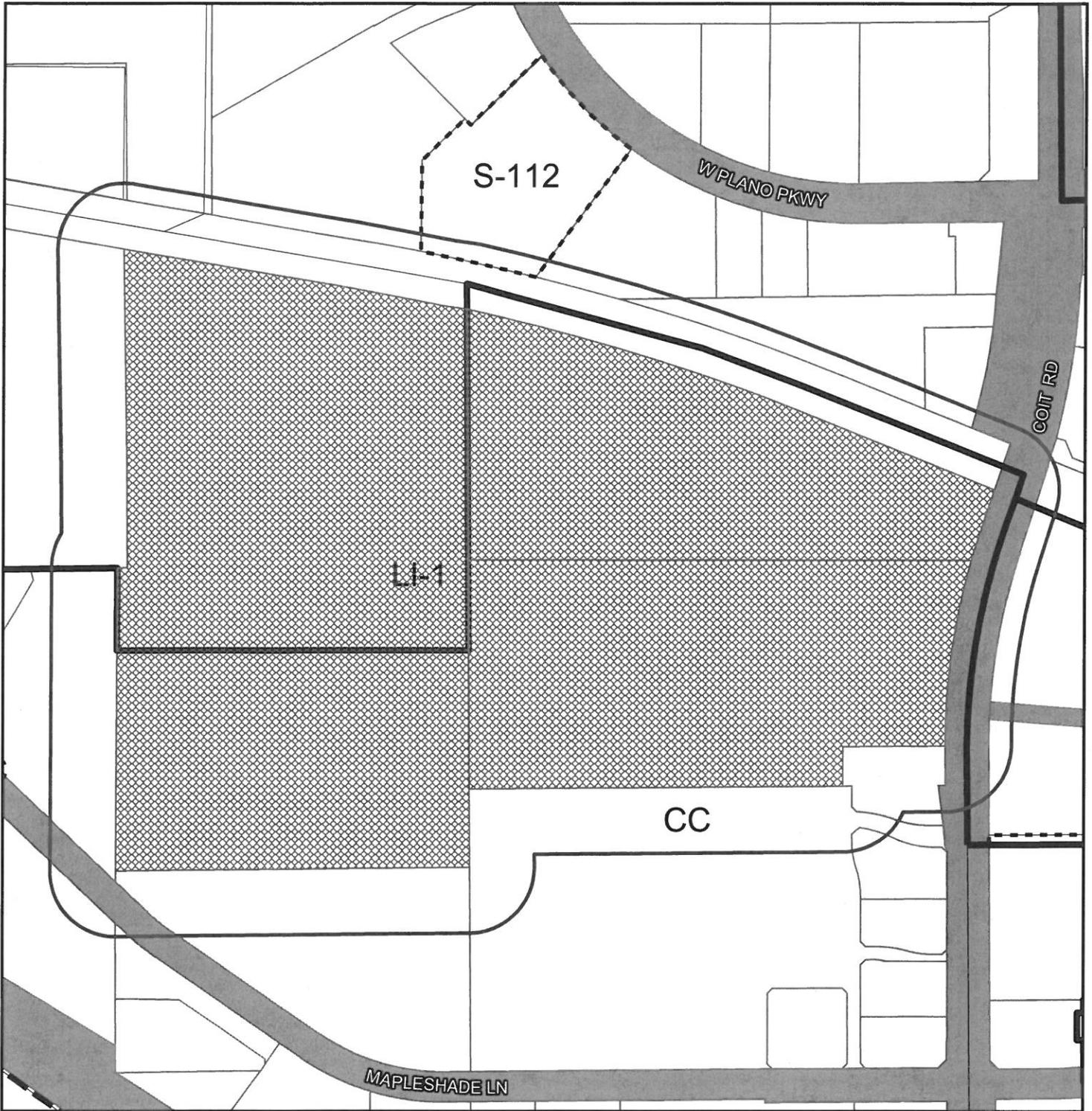
RECOMMENDATION:

Recommended for approval subject to the following:

The permitted uses and standards shall be in accordance with the Urban Mixed-Use (UMU) zoning district unless otherwise specified herein.

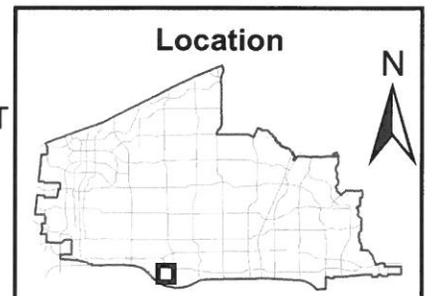
Exceptions of the UMU District

1. Blocks A and B:
 - a. Minimum Lot Coverage: 15%
 - b. Minimum FAR: 0.15:1
 - c. Maximum Setback from Coit Road: 160 feet
 - d. Minimum Height: One story; 24 feet
2. Blocks D, E, K, N, P, Q, and R may exceed maximum block size of three acres.
3. Structured parking and tuck-under garages shall be included in the calculation of lot coverage.
4. Reduce nonresidential parking ratio from 1:250 square feet to 1:190 square feet.



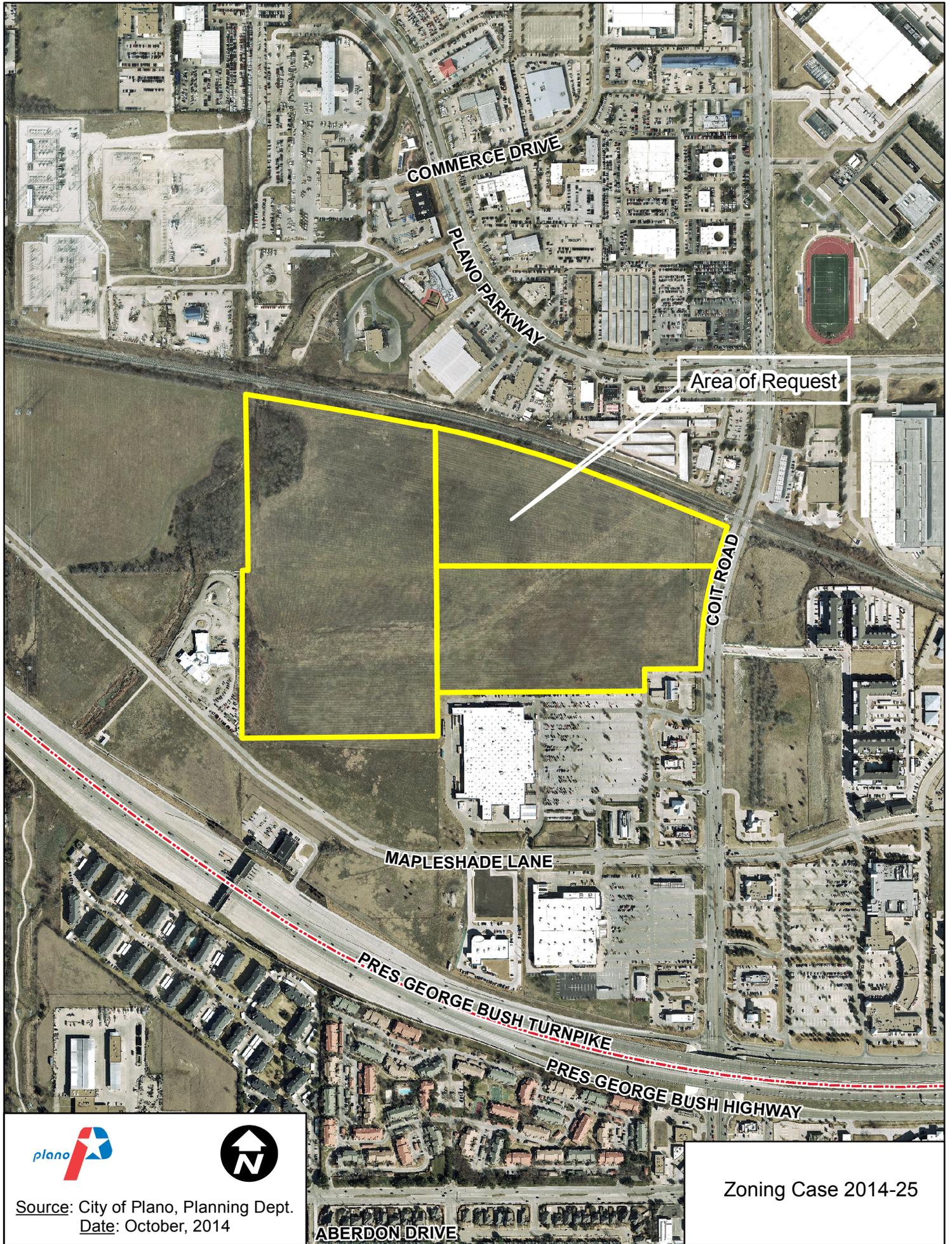
Zoning Case #: 2014-25

Existing Zoning: CORRIDOR COMMERCIAL & LIGHT INDUSTRIAL-1/
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT



Source: City of Plano Planning Department

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



Area of Request

COMMERCE DRIVE

PLANO PARKWAY

COIT ROAD

MAPLESHADE LANE

PRES. GEORGE BUSH TURNPIKE

PRES. GEORGE BUSH HIGHWAY

ABERDON DRIVE



Source: City of Plano, Planning Dept.
Date: October, 2014

Zoning Case 2014-25



ZONING EXHIBIT

A copy of the zoning code applicable to this project is not included in this exhibit. The zoning code is available on the City of Plano website at www.ci.plano.tx.us. The zoning code is also available in the City of Plano Zoning Ordinance, Chapter 22C, Section 22C.01, which is located at the City of Plano, Texas, 1000 North Central Expressway, Suite 1000, Plano, Texas 75075. The zoning code is also available in the City of Plano Zoning Ordinance, Chapter 22C, Section 22C.01, which is located at the City of Plano, Texas, 1000 North Central Expressway, Suite 1000, Plano, Texas 75075.

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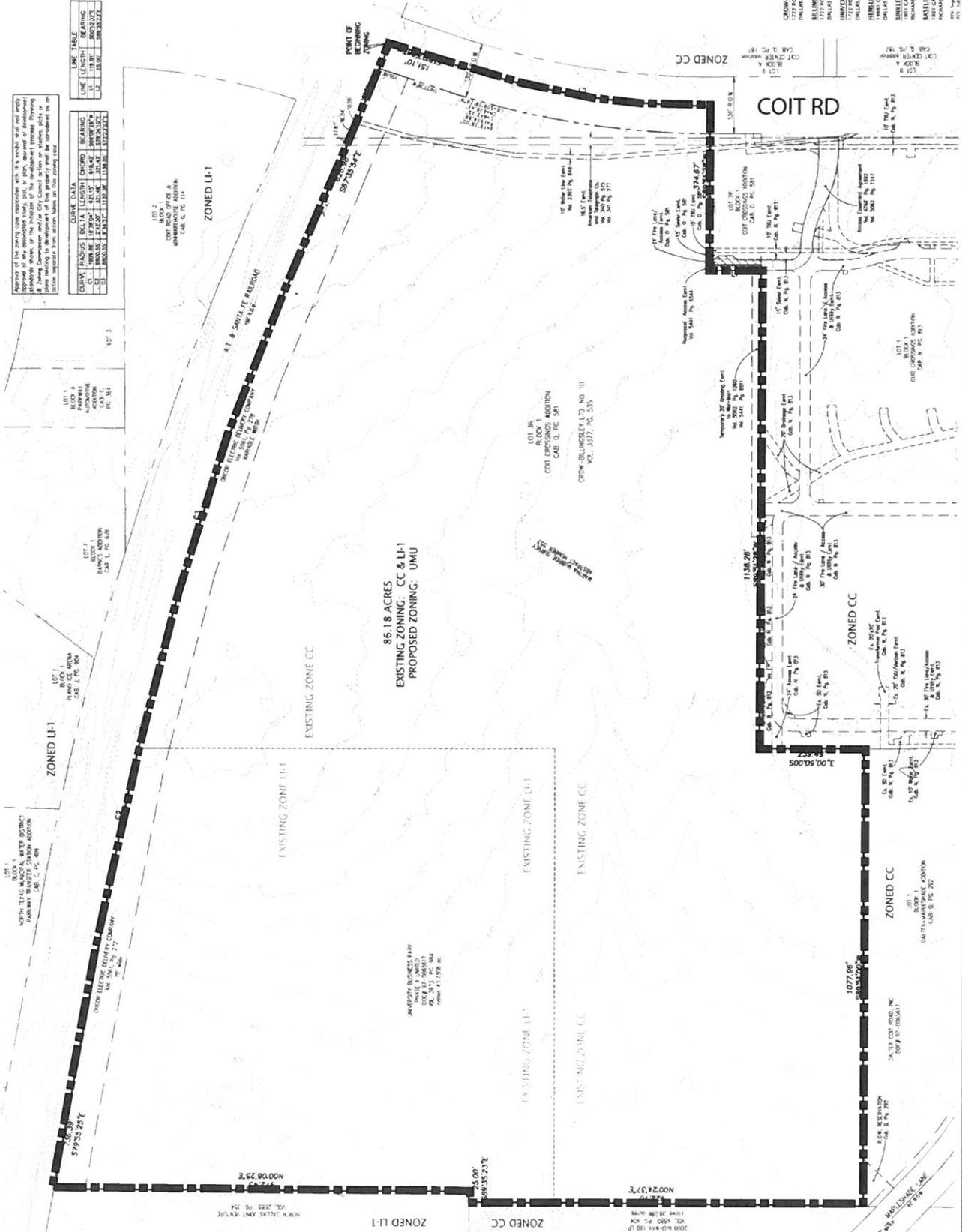
Approval of the zoning code application with this exhibit is not an approval of the zoning code. The zoning code is available on the City of Plano website at www.ci.plano.tx.us. The zoning code is also available in the City of Plano Zoning Ordinance, Chapter 22C, Section 22C.01, which is located at the City of Plano, Texas, 1000 North Central Expressway, Suite 1000, Plano, Texas 75075.

LINE TABLE

LINE	DESCRIPTION	DATE
1	INITIAL	08/20/2014
2	REVISION	08/20/2014
3	REVISION	08/20/2014

CURVE DATA

STATION	PC	PVI	PT	CHORD BEARING	CHORD DIST.	ARC DIST.	ANGLE
1+00.00	1+00.00	1+00.00	1+00.00	0° 00' 00"	0.00	0.00	0° 00' 00"
1+00.00	1+00.00	1+00.00	1+00.00	0° 00' 00"	0.00	0.00	0° 00' 00"

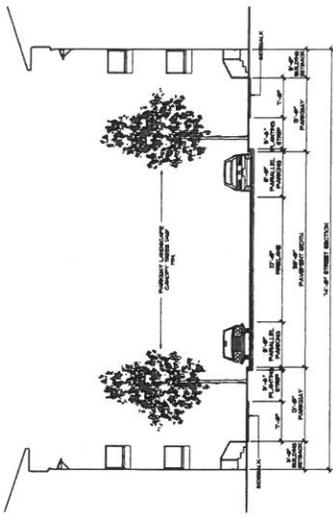


**ZONING CASE 2014-23
BEACON SQUARE**

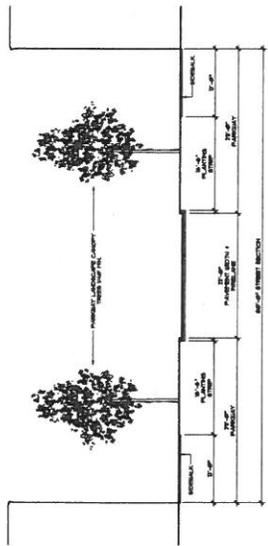
86.18 ACRES

- MATTHEW WARE SUBMITTER, ABSTRACT NO. 551
- CITY OF PLANO
- COLLAR COUNTY, TEXAS
- OWNER/DEVELOPER: CROWN BUILDINGS, LTD. NO. 10 972-825-2500 DALLAS TEXAS 75201
- OWNER/DEVELOPER: OWEN/DEVELOPER 972-825-2500 DALLAS TEXAS 75201
- UNIVERSITY BUSINESS PARK PHASE II LIMITED. OWNER/DEVELOPER 972-825-2500 DALLAS TEXAS 75201
- ARCHITECT/PLANNER: ARCHITECT/PLANNER, INC. 972-825-2500 DALLAS TEXAS 75201
- ENGINEER/INVESTOR: BINKLEY & BARFIELD, LLP 972-825-2500 DALLAS TEXAS 75201
- SUBMITTOR: BASELINE PROFESSIONAL SERVICES 972-825-2500 DALLAS TEXAS 75201

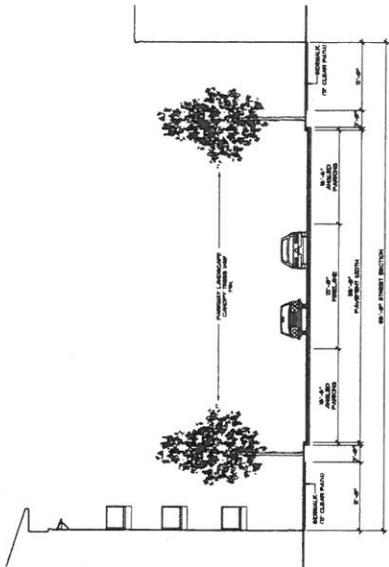
DATE: 08/20/2014 10:00 AM



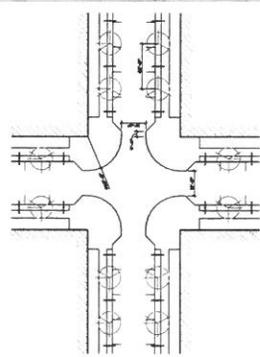
02 MINOR STREET - 64 FT. STREET SECTION
SCALE: 1/4" = 1'-0"



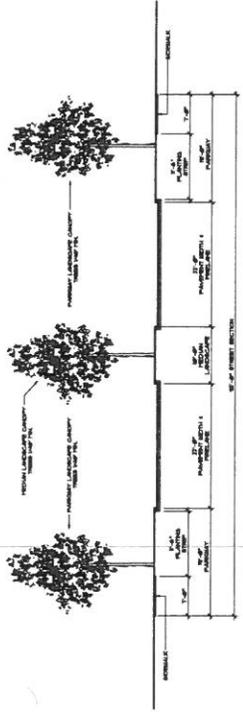
04 ENTRY DRIVE - 60' STREET SECTION
SCALE: 1/4" = 1'-0"



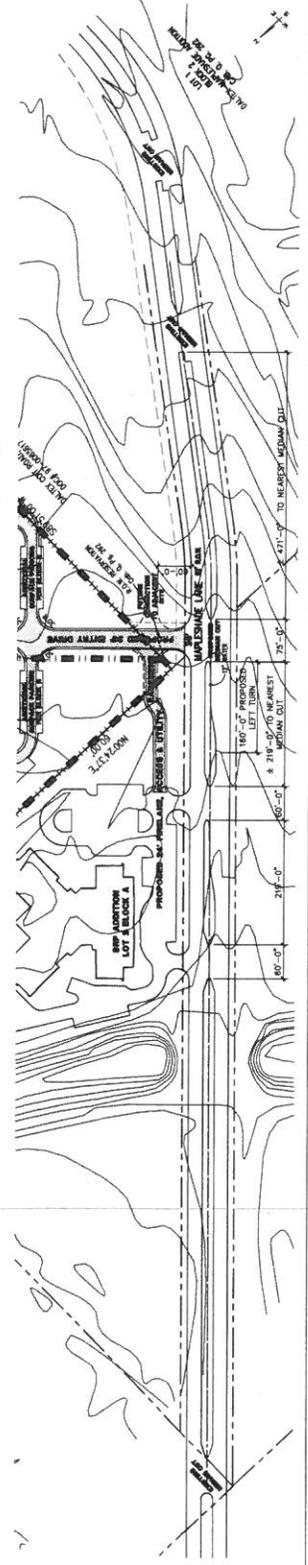
01 MAJOR STREET - 66 FT. STREET SECTION
SCALE: 1/4" = 1'-0"



05 TYPICAL STREET INTERSECTION
SCALE: 1/4" = 1'-0"



03 MEDIAN DIVISION - ENTRY DRIVE
SCALE: 1/4" = 1'-0"



DEVELOPMENT PLAN
BEACON SQUARE
SITE AREA: 86.18 ACRES
BEING ALL OF COTT CROSSING
BLOCK 1, LOT 38
(63.07 ACRES) & BLOCK 1, LOT 9 (21.94 ACRES)

APPLICANT: BEACON SQUARE DEVELOPMENT, L.P.
1722 SOUTH STREET, SUITE 1313
DALLAS, TEXAS 75201
OWNER/DEVELOPER: CROW-BELLINGSLY, LTD., NO. 10
1722 SOUTH STREET, SUITE 1313
DALLAS, TEXAS 75201
OWNER/DEVELOPER: BILLINGSLEY, JI CORP, LTD.
1722 SOUTH STREET, SUITE 1313
DALLAS, TEXAS 75201
OWNER/DEVELOPER: UNIVERSITY BUSINESS BANK (M&B) LTD.
1722 SOUTH STREET, SUITE 1313
DALLAS, TEXAS 75201
ARCHITECT: FRANK
1901 QUINN AVENUE, SUITE 150
DALLAS, TEXAS 75201
ENGINEER/SURVEYOR: HILL LATAMOR & ASSOCIATES, P.C.
1815 LANTANA BLVD, SUITE 101
RICHMOND, TEXAS 77086

Zoning Case 2014-25

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 86.2± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the west side of Coit Road, 950± feet north of Mapleshade Lane in the City of Plano, Collin County, Texas, from Corridor Commercial and Light Industrial-1 to Urban Mixed-Use-2; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 10th day of November, 2014, for the purpose of considering rezoning 86.2± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the west side of Coit Road, 950± feet north of Mapleshade Lane in the City of Plano, Collin County, Texas, from Corridor Commercial and Light Industrial-1 to Urban Mixed-Use-2; 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 10th day of November, 2014; and

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

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 rezone 86.2± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the west side of Coit Road, 950± feet north of Mapleshade Lane in the City of Plano, Collin County, Texas, from Corridor Commercial and Light Industrial-1 to Urban Mixed-Use-2, said property being described in the legal description on Exhibit "A" attached hereto.

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

Restrictions:

The permitted uses and standards shall be in accordance with the Urban Mixed-Use (UMU) zoning district unless otherwise specified herein.

The development plan shall be adopted as part of the ordinance.

Exceptions of the UMU District

1. Blocks A and B:
 - a. Minimum Lot Coverage: 15%
 - b. Minimum FAR: 0.15:1
 - c. Maximum Setback from Coit Road: 160 feet
 - d. Minimum Height: One-story; 24 feet
2. Blocks D, E, K, N, P, Q, and R may exceed maximum block size of three acres.
3. Structured parking and tuck-under garages shall be included in the calculation of lot coverage.
4. Reduce nonresidential parking ratio from 1:250 square feet to 1:190 square feet.

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

PASSED AND APPROVED THIS THE 10TH DAY OF NOVEMBER, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ZONING CASE 2014-25

A tract or parcel of land situated in the Martha McBride Survey, Abstract No. 553, in the City of Plano, Collin County, Texas, being all of Lot 3R, Block 1 of the "Coit Crossings Addition", an addition to the City of Plano recorded in Cabinet O, Page 581 in the Collin County Plat Records (CCPR), and also including part of the called 43.7308 acre tract described in the deed to University Business Park Phase II Limited recorded as Document No. 97-0065617 in Volume 3973, Page 984 in the Collin County Deed Records (CCDR), and being more particularly described as follows:

BEGINNING at the intersection of the centerline of Coit Road (130-foot wide right-of-way) and the south line of the A.T. & Santa Fe Railroad (150-foot wide right-of-way);

THENCE southerly along the centerline of Coit Road the following:

THENCE South, 18° 27' 28" West, 151.10 feet;

THENCE southerly an arc distance of 621.15 feet along a tangent curve to the left with a radius of 1,909.86 feet, a central angle of 13° 38' 04", and the chord bears South, 09° 08' 26" West, 618.42 feet;

THENCE South, 89° 51' 28" West, 374.67 feet departing the centerline of Coit Road and continuing along the north side of Lot 2R of said "Coit Crossings Addition";

THENCE South, 00° 10' 32" East, 119.81 feet along the west side of said Lot 2R;

THENCE South, 89° 51' 28" West, 1,138.28 feet along the south side of said Lot 3R and the north side of Lot 1, Block 1 of "Coit Crossings Addition", an addition to the City of Plano recorded in Cabinet N, Page 813 in the CCPR;

THENCE South, 00° 09' 00" East, 239.49 feet along the west side of said Lot 1 to the northeast corner of Lot 1, Block 1 of "Daltex-Mapleshade Addition", an addition to the City of Plano recorded in Cabinet Q, Page 292 in the CCPR;

THENCE South, 89° 51' 00" West, 1,077.96 feet along the north side of said Lot 1;

THENCE North, 00° 24' 37" East, 922.70 feet along the west side of said University Business Park Phase II Limited tract and along the east side of the called 28.086 acres tract described in the deed to Wolverine Equities Company, 2000 Highway 190 L.P., recorded in Volume 4880, Page 404 in the CCDR;

THENCE South, 89° 35' 23" East, 25.00 feet;

THENCE North, 00° 06' 25" East, 972.45 feet along the east side of the tract of land described in the deed to North Dallas Joint Venture recorded in Volume 2688, Page 354 in the CCDR, to the south line of said A.T. & Santa Fe Railroad;

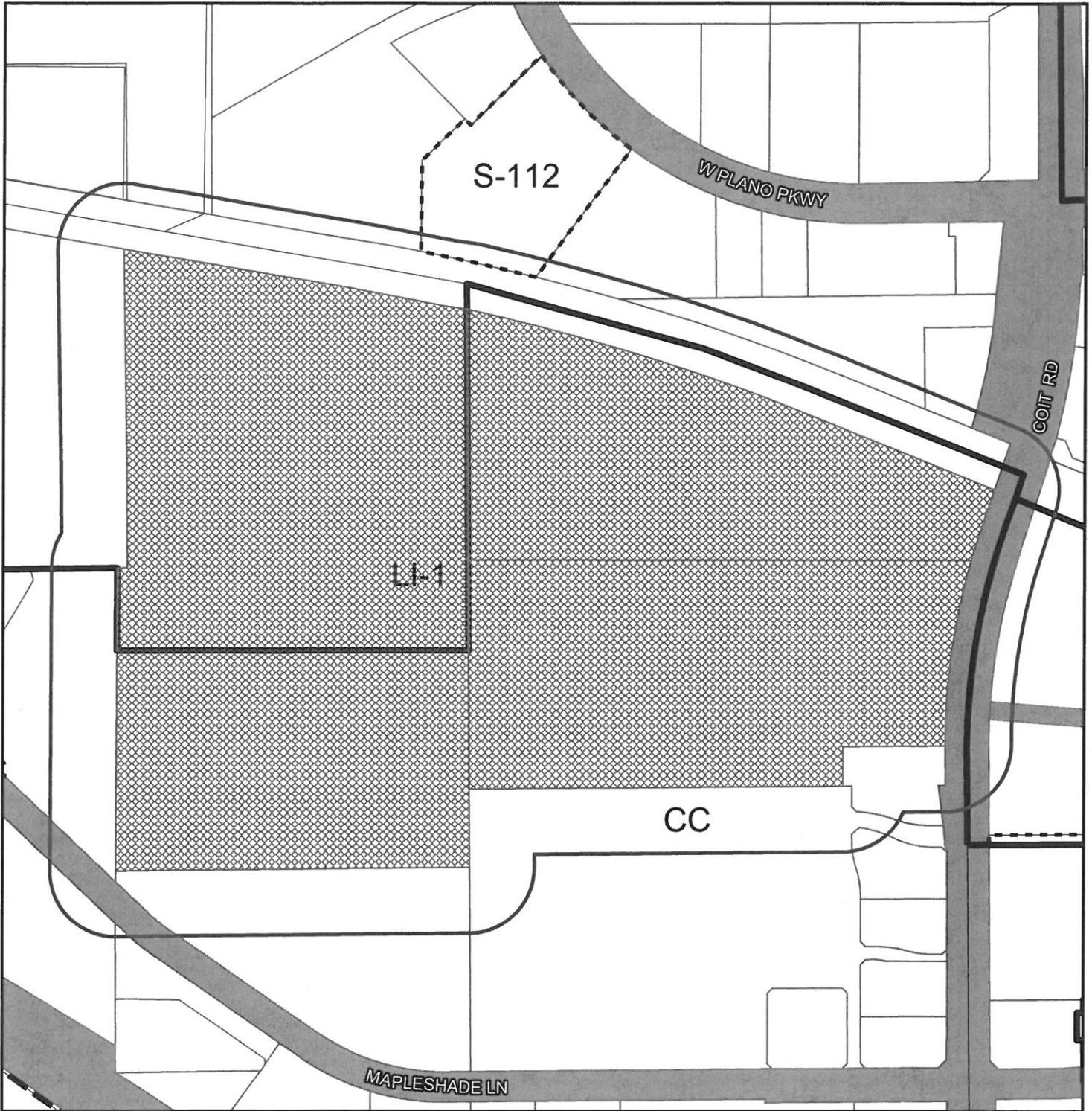
THENCE easterly along the south line of said A.T. & Santa Fe Railroad the following:

THENCE South, $79^{\circ} 55' 25''$ East, 736.39 feet;

THENCE easterly an arc distance of 321.46 feet along a tangent curve to the right with a radius of 6,800.55 feet, a central angle of $02^{\circ} 42' 30''$, and the chord bears South, $78^{\circ} 34' 10''$ East, 321.43 feet;

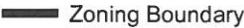
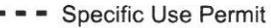
THENCE easterly an arc distance of 1,137.38 feet along a non-tangent curve to the right with a radius of 6,800.55 feet, a central angle of $09^{\circ} 34' 57''$, and the chord bears South, $72^{\circ} 23' 23''$ East, 1,136.05 feet;

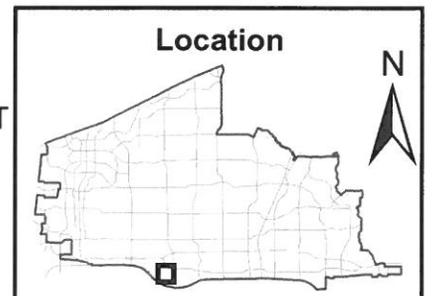
THENCE South, $67^{\circ} 35' 54''$ East, 626.98 feet to the POINT OF BEGINNING and CONTAINING 86.18 acres of land, more or less.



Zoning Case #: 2014-25

Existing Zoning: CORRIDOR COMMERCIAL & LIGHT INDUSTRIAL-1/
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT

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



Source: City of Plano Planning Department



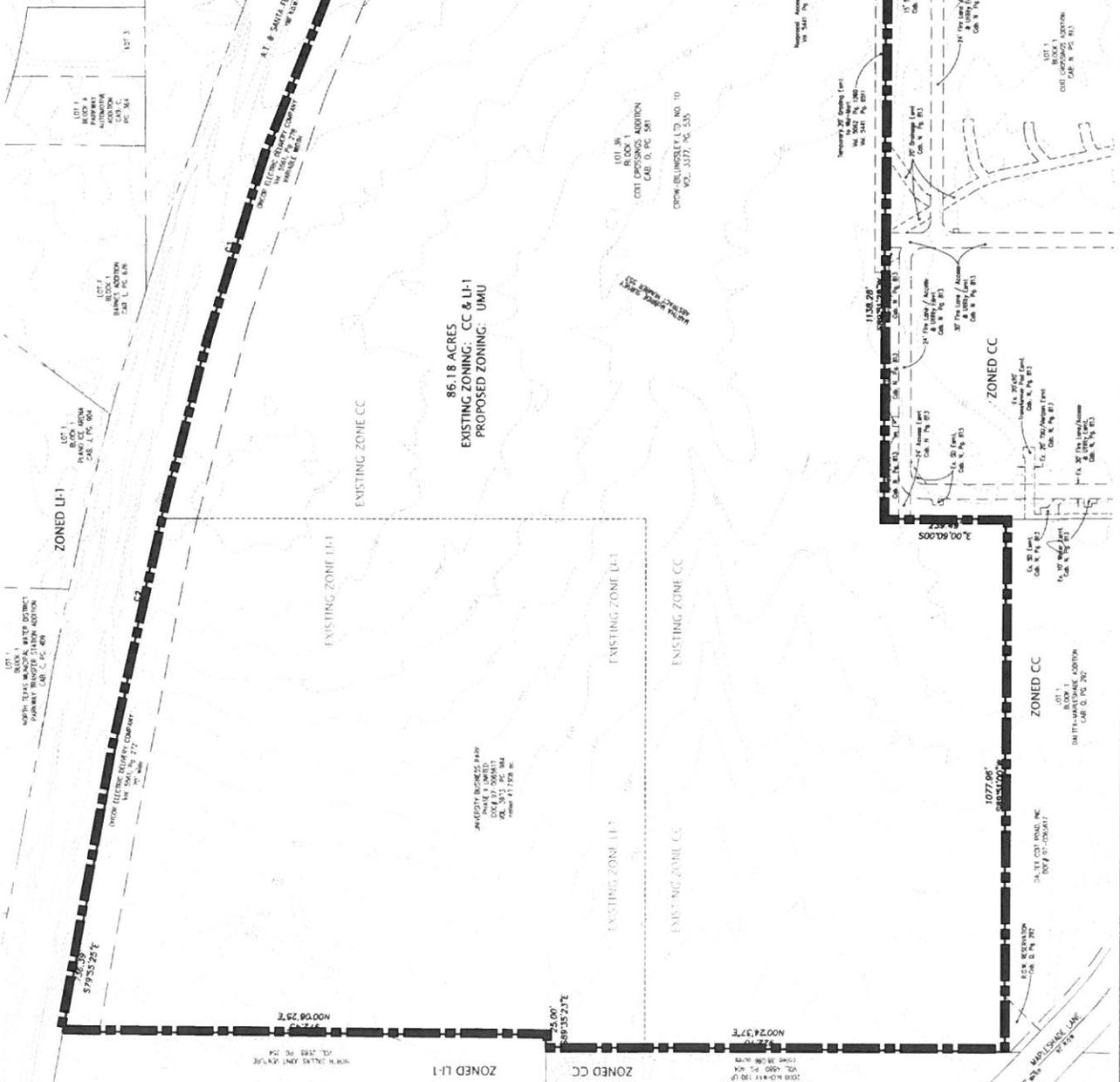
LINE TABLE

LINE	DATE	DESCRIPTION
1	08/11/11	PRELIMINARY
2	08/11/11	REVISED
3	08/11/11	REVISED
4	08/11/11	REVISED
5	08/11/11	REVISED

CURVE DATA

STATION	PC	PT	PI	PT	PB	CHORD BEARING	CHORD DIST.
1+00.00	1+00.00	1+00.00	1+00.00	1+00.00	1+00.00	0.00	0.00
1+00.00	1+00.00	1+00.00	1+00.00	1+00.00	1+00.00	0.00	0.00

Approval of the zoning code amendments with this exhibit shall not apply to any other zoning code amendments. The City of Plano, Texas, is hereby approving the proposed zoning code amendments. The City of Plano, Texas, is hereby approving the proposed zoning code amendments. The City of Plano, Texas, is hereby approving the proposed zoning code amendments.



ZONING EXHIBIT

A tract of land shown to the North of Santa Fe Boulevard, Block 36, is hereby being rezoned from LI-1 to CC & LI-1. The rezoning is for the purpose of providing for a higher density of residential use and to provide for a higher density of residential use and to provide for a higher density of residential use.

1. The rezoning is for the purpose of providing for a higher density of residential use and to provide for a higher density of residential use and to provide for a higher density of residential use.

2. The rezoning is for the purpose of providing for a higher density of residential use and to provide for a higher density of residential use and to provide for a higher density of residential use.

3. The rezoning is for the purpose of providing for a higher density of residential use and to provide for a higher density of residential use and to provide for a higher density of residential use.

4. The rezoning is for the purpose of providing for a higher density of residential use and to provide for a higher density of residential use and to provide for a higher density of residential use.

5. The rezoning is for the purpose of providing for a higher density of residential use and to provide for a higher density of residential use and to provide for a higher density of residential use.

6. The rezoning is for the purpose of providing for a higher density of residential use and to provide for a higher density of residential use and to provide for a higher density of residential use.

7. The rezoning is for the purpose of providing for a higher density of residential use and to provide for a higher density of residential use and to provide for a higher density of residential use.

8. The rezoning is for the purpose of providing for a higher density of residential use and to provide for a higher density of residential use and to provide for a higher density of residential use.

9. The rezoning is for the purpose of providing for a higher density of residential use and to provide for a higher density of residential use and to provide for a higher density of residential use.

10. The rezoning is for the purpose of providing for a higher density of residential use and to provide for a higher density of residential use and to provide for a higher density of residential use.

ZONING CASE 2014-23
BEACON SQUARE
 86.18 ACRES

MATTHEW WARE SURVEY, ABSTRACT NO. 551
 CITY OF PLANO,
 COLLIN COUNTY, TEXAS

OWNER/DEVELOPER
 1772 SOUTH STREET, SUITE 1114
 DALLAS, TEXAS 75219
 972-252-2100

OWNER/DEVELOPER
 1772 SOUTH STREET, SUITE 1114
 DALLAS, TEXAS 75219
 972-252-2100

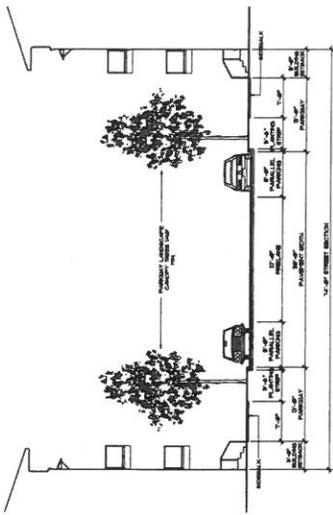
UNIVERSITY BUSINESS PARK PHASE II LIMITED
 1772 SOUTH STREET, SUITE 1114
 DALLAS, TEXAS 75219
 972-252-2100

ARCHITECT/PLANNER
 18485 QUINN DRIVE, SUITE 100
 DALLAS, TEXAS 75244
 972-252-2100

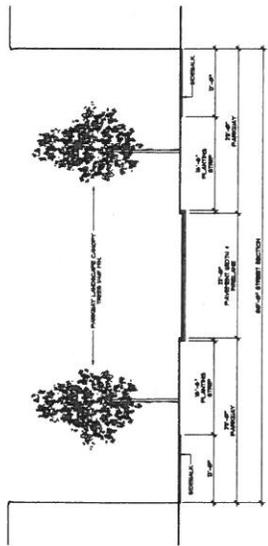
ENGINEER/SURVEYOR
 1801 CANTON ROAD, SUITE 103
 DALLAS, TEXAS 75244
 972-252-2100

SURVEYOR
 1801 CANTON ROAD, SUITE 103
 DALLAS, TEXAS 75244
 972-252-2100

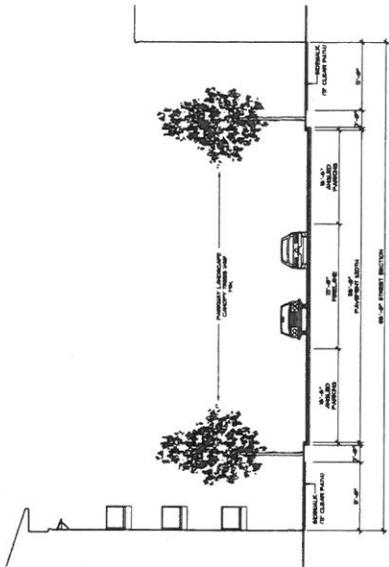
86.18 ACRES
 EXISTING ZONING: CC & LI-1
 PROPOSED ZONING: UMU



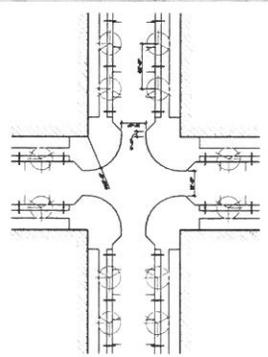
02 MINOR STREET - 64 FT. STREET SECTION
SCALE: 1/4" = 1'-0"



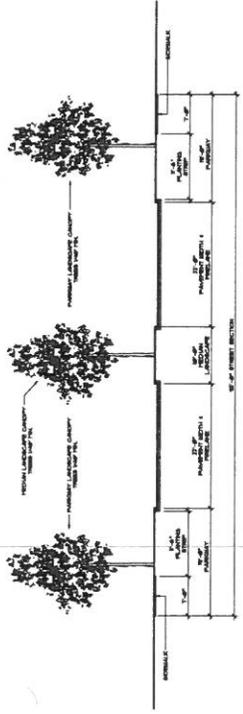
04 ENTRY DRIVE - 60' STREET SECTION
SCALE: 1/4" = 1'-0"



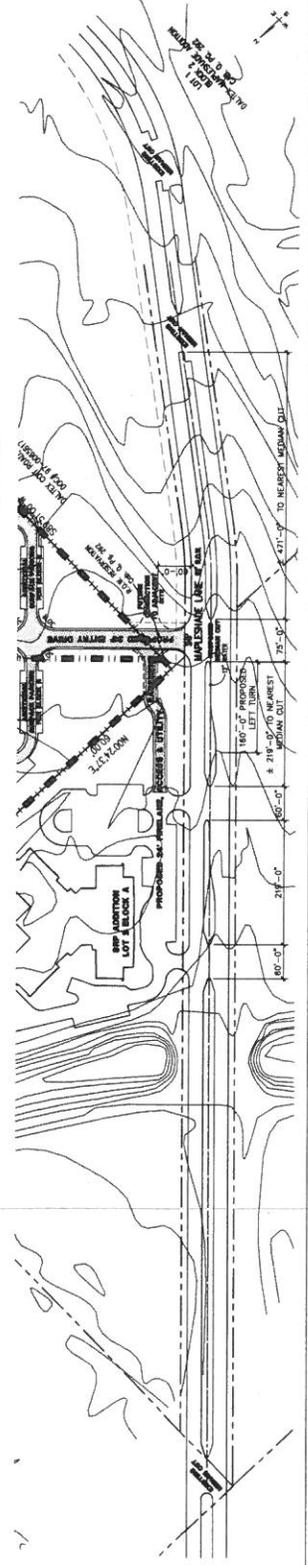
01 MAJOR STREET - 66 FT. STREET SECTION
SCALE: 1/4" = 1'-0"



05 TYPICAL STREET INTERSECTION
SCALE: 1/4" = 1'-0"



03 MEDIAN DIVISION - ENTRY DRIVE
SCALE: 1/4" = 1'-0"



DEVELOPMENT PLAN
BEACON SQUARE
 SITE AREA: 86.18 ACRES
 BEING ALL OF COTT CROSSING
 BLOCK 1, LOT 9 (21.94 ACRES)
 BEING ALL OF COTT CROSSING
 BLOCK 1, LOT 9 (21.94 ACRES)
 CONTRACT NO. 03, CITY OF PLANO, COLLIN COUNTY, TEXAS
 OWNER/DEVELOPER: CROW-BELLINGSLY LTD., NO. 10, 1722 SOUTH STREET, SUITE 1313, DALLAS, TEXAS 75245, 972-480-2200
 OWNER/ENGINEER: BILLINGSLEY JI CORP/ELL LTD., 1722 SOUTH STREET, SUITE 1313, DALLAS, TEXAS 75245, 972-480-2200
 OWNER/ENGINEER: UNIVERSITY BUSINESS BANK (M&E) LTD., 1722 SOUTH STREET, SUITE 1313, DALLAS, TEXAS 75245, 972-480-2200
 ARCHITECT/PAVING: H&E ARCHITECT PA, 1801 QUINN AVENUE, SUITE 150, DALLAS, TEXAS 75245, 972-752-9400
 ENGINEER/SURVEYOR: H&E SURVEYING, 1801 QUINN AVENUE, SUITE 150, DALLAS, TEXAS 75245, 972-752-9400
 DATE: OCTOBER 11, 2011
 SHEET NO. 1711B
 SCALE: 1/4" = 1'-0"

DATE: October 21, 2014
TO: Honorable Mayor & City Council
FROM: Richard Grady, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of October 20, 2014

**AGENDA ITEM NO. 8A - PUBLIC HEARING
ZONING CASE 2014-33
APPLICANT: ACRES OF SUNSHINE, LTD**

Request to rezone 10.7± acres located at the southwest corner of Spring Creek Parkway and Parkwood Boulevard **from** Regional Commercial **to** Planned Development-Regional Commercial. Zoned Regional Commercial/Dallas North Tollway Overlay District with Specific Use Permit #654 for Mid-Rise Residential.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Recommended for approval as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the Regional Commercial (RC) zoning district unless otherwise specified herein.

The following standards pertain to Mid-Rise Residential use only:

1. Floor Area Ratio: Not to exceed 4:1.
2. Maximum Height for Structured Parking: Structured parking decks may be four levels above grade. Parking is prohibited on the top deck which is reserved for a private recreation area.

FOR CITY COUNCIL MEETING OF: November 10, 2014 (To view the agenda for this meeting, see www.planotx.gov)

PUBLIC HEARING - ORDINANCE

ST/dc

xc: Owen Haggard, Acres of Sunshine, LTD
Sarah Scott, Kimley-Horn and Associates, Inc.

<http://goo.gl/maps/PXMLg>

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 20, 2014

Agenda Item No. 8A

Public Hearing: Zoning Case 2014-33

Applicant: Acres of Sunshine, LTD

DESCRIPTION:

Request to rezone 10.7± acres located at the southwest corner of Spring Creek Parkway and Parkwood Boulevard **from** Regional Commercial **to** Planned Development-Regional Commercial. Zoned Regional Commercial/Dallas North Tollway Overlay District with Specific Use Permit #654 for Mid-Rise Residential.

REMARKS:

The purpose for this request is to rezone 10.7± acres located at the southwest corner of Spring Creek Parkway and Parkwood Boulevard from Regional Commercial to Planned Development-Regional Commercial. The Regional Commercial (RC) district is primarily intended for use in conjunction with a Regional Employment (RE) district. It provides for retail and service uses at appropriate nodes within the corridor of specified tollways and expressways serving Plano and surrounding communities, in addition to office and limited manufacturing uses. The district's standards are designed to ensure compatibility between various uses within a corridor and surrounding residential neighborhoods.

The requested zoning is Planned Development-Regional Commercial to amend regulations related to mid-rise residential use. A planned development (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. Mid-rise residential is defined as buildings containing not less than five floors designed for residential occupancy and including accessory uses including but not limited to parking garages, recreational amenities, meeting space, storage, and personal services. A mid-rise residential development may include a mix of residential and nonresidential uses in the same structure.

A preliminary site plan/concept plan, Haggard Farm Addition, Block A, Lots 1 and 2, was approved by the Planning & Zoning Commission on September 2, 2014. Due to inconsistencies of the requested floor area ratio and garage height with the RC zoning

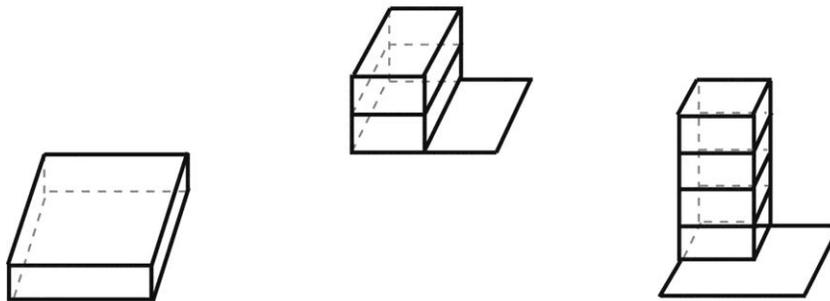
district, staff appealed the plan to the City Council. In response to staff's appeal, Council remanded the plan back to the Commission to be considered with this zoning request. The preliminary site plan/concept plan accompanies this request as Agenda Item No. 8B.

Surrounding Land Use and Zoning

The area of request is currently undeveloped. To the north, across Spring Creek Parkway, there is an existing automobile dealership zoned Commercial Employment with Specific Use Permit #539 for New Car Dealer. To the east, across Parkwood Boulevard, is vacant land zoned Planned Development-243-Retail/General Office. To the south and west are vacant properties zoned RC.

Proposed Planned Development Stipulations

The requested zoning is PD-RC in order to modify two design standards pertaining to mid-rise residential uses. The first modification is to increase the maximum floor area ratio. The Zoning Ordinance defines Floor Area Ratio (FAR) as the floor area of a main building or buildings on a lot, divided by the lot area.



EACH DRAWING ILLUSTRATES FLOOR AREA RATIO OF 1:1

The applicant is requesting to increase the maximum FAR from 1:1 to "not to exceed 4:1." Mid-rise residential uses are intended to be dense, urban forms of development with structured parking. The current FAR requirement is not consistent with this form of development and would require a large amount of fallow land to be included with the subject property. The preliminary site plan for Lot 1 shows a total building floor area of 320,000 square feet (excluding the parking structure). Per the current FAR, the development would require a total lot area of 7.4± acres to develop at a 1:1 FAR. The applicant is proposing to use 2.9± acres for Lot 1 as shown on the preliminary site plan. Staff believes the requested FAR is consistent with the mid-rise residential use and development form and is therefore in support of this stipulation. For comparison, the Downtown Business/Government district allows a 4:1 FAR.

The applicant is also requesting an increase to the current maximum height limit for structured parking. The RC district caps parking garage height to three levels total at or above grade. This standard was put in place to minimize the height of garages within the Tollway corridor, adjacent to residential uses. The subject property is approximately 1,200 feet from the nearest residential zoning district. Additionally, the requested garage height is consistent with the urban form of development for mid-rise residential uses and will contribute to minimizing the amount of surface parking provided. The applicant is also proposing to eliminate parking on the top deck, which will be utilized by a pool deck and amenities to serve residents. Staff believes the proposed structured parking increase is appropriate for this development.

SUMMARY:

The applicant is requesting to rezone 10.7± acres located at the southwest corner of Spring Creek Parkway and Parkwood Boulevard from Regional Commercial to Planned Development-Regional Commercial to amend regulations related to mid-rise residential use. Staff believes the proposed planned development stipulations are compatible with the proposed mid-rise residential development and is in support of the zoning request.

RECOMMENDATION:

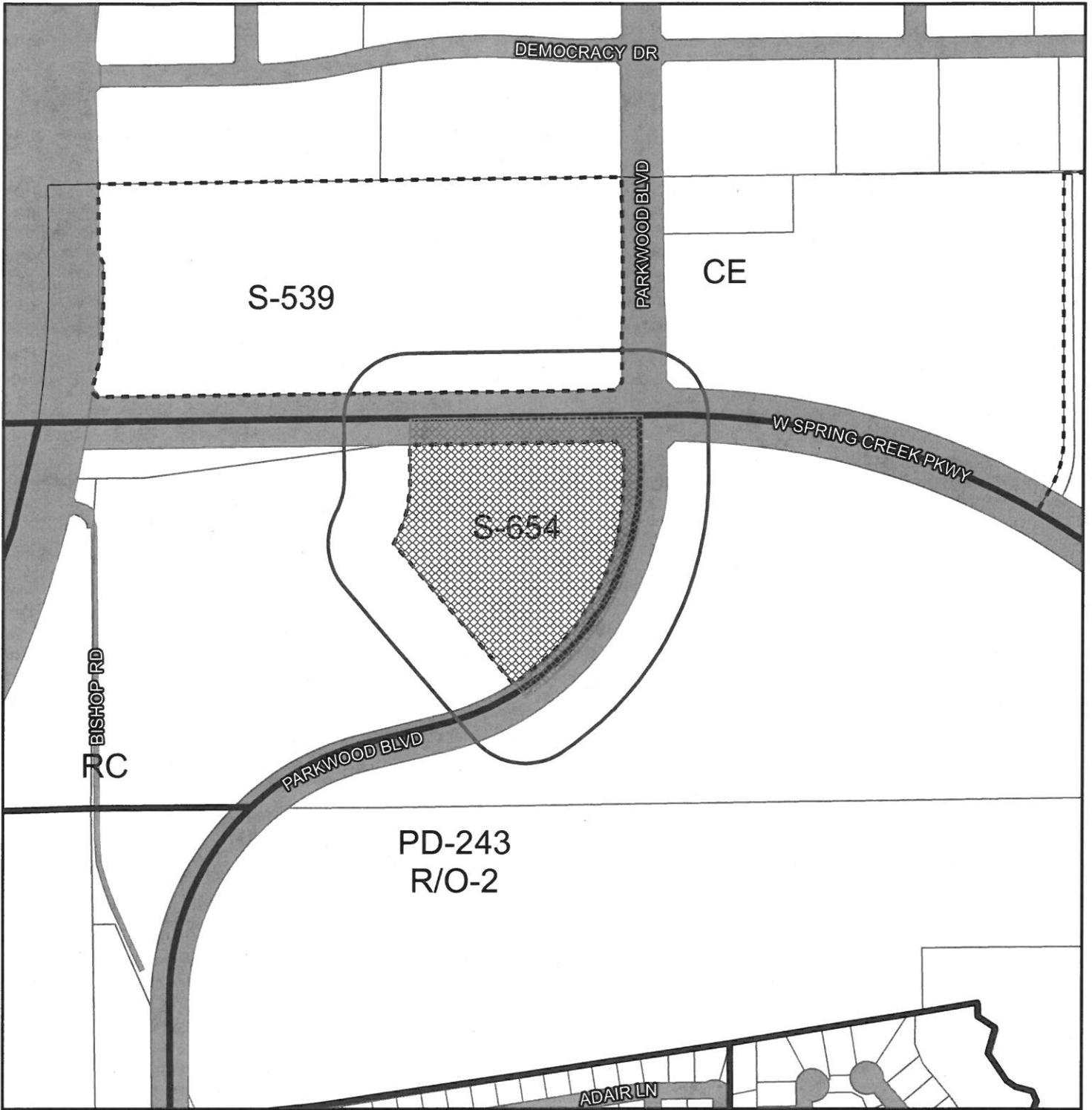
Recommended for approval as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the Regional Commercial (RC) zoning district unless otherwise specified herein.

The following standards pertain to Mid-Rise Residential use only:

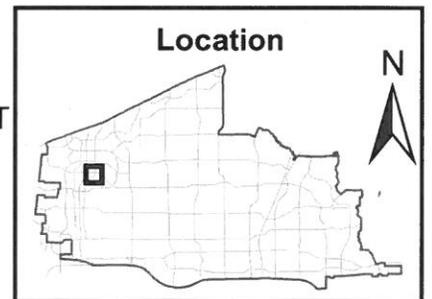
1. Floor Area Ratio: Not to exceed 4:1.
2. Maximum Height for Structured Parking: Structured parking decks may be four levels above grade. Parking is prohibited on the top deck which is reserved for a private recreation area.



Zoning Case #: 2014-33

Existing Zoning: REGIONAL COMMERCIAL/
DALLAS NORTH TOLLWAY OVERLAY DISTRICT
w/SPECIFIC USE PERMIT #654

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



Source: City of Plano Planning Department



EXIT DNT SC TOLLWAY

DALLAS NORTH TOLLWAY
DALLAS PARKWAY

BISHOP ROAD

DEMOCRACY DRIVE

Area of Request

SPRING CREEK PARKWAY

PARKWOOD BOULEVARD

ADAIR LANE

CARRIER LANE

QUEBEC LANE

LEBLANC DRIVE

JACQUELINE DRIVE

CORSI WAY

COGNAC STREET

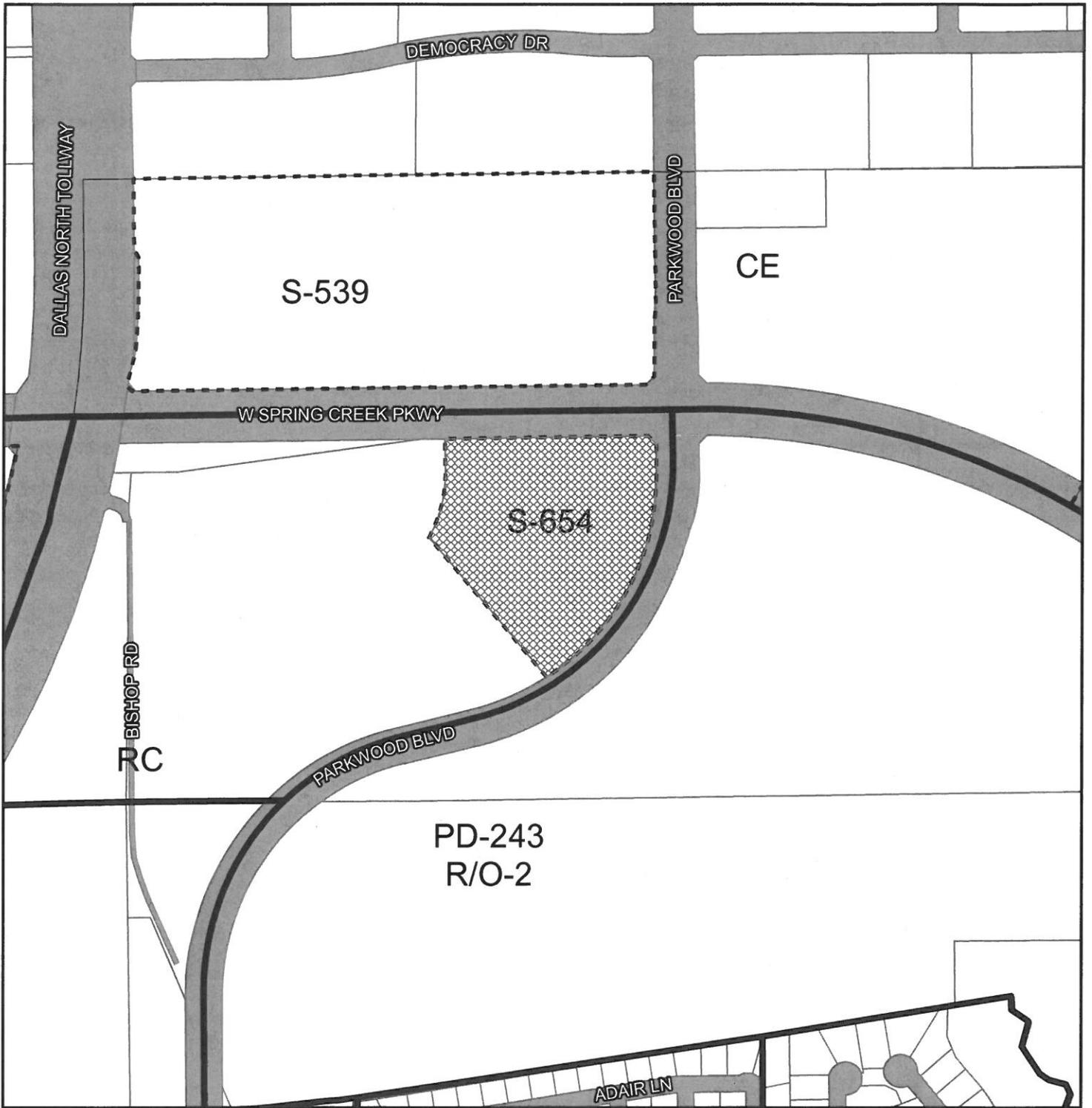
MARTIQUE STREET

WINDHAVEN P



Source: City of Plano, Planning Dept.
Date: October, 2014

Zoning Case 2014-33

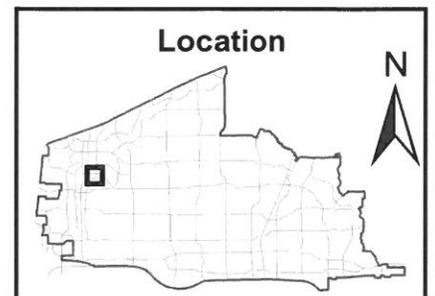


Item Submitted: PRELIMINARY SITE PLAN/CONCEPT PLAN

Title: HAGGARD FARM ADDITION
BLOCK A, LOTS 1 & 2

Zoning: REGIONAL COMMERCIAL/
DALLAS NORTH TOLLWAY OVERLAY DISTRICT

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



Source: City of Plano Planning Department

Zoning Case 2014-33

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 10.7± acres of land out of the Maria C. Vela Survey, Abstract No. 935, located at the southwest corner of Spring Creek Parkway and Parkwood Boulevard in the City of Plano, Collin County, Texas, from Regional Commercial with Specific Use Permit No. 654 for Mid-Rise Residential to Planned Development-492-Regional Commercial with Specific Use Permit No. 654 for Mid-Rise Residential; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 10th day of November, 2014, for the purpose of considering rezoning 10.7± acres of land out of the Maria C. Vela Survey, Abstract No. 935, located at the southwest corner of Spring Creek Parkway and Parkwood Boulevard in the City of Plano, Collin County, Texas, from Regional Commercial with Specific Use Permit No. 654 for Mid-Rise Residential to Planned Development-492-Regional Commercial with Specific Use Permit No. 654 for Mid-Rise Residential; 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 10th day of November, 2014; and

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

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 rezone 10.7± acres

of land out of the Maria C. Vela Survey, Abstract No. 935, located at the southwest corner of Spring Creek Parkway and Parkwood Boulevard in the City of Plano, Collin County, Texas, from Regional Commercial with Specific Use Permit No. 654 for Mid-Rise Residential to Planned Development-492-Regional Commercial with Specific Use Permit No. 654 for Mid-Rise Residential, said property being described in the legal description on Exhibit "A" attached hereto.

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

Restrictions:

The permitted uses and standards shall be in accordance with the Regional Commercial (RC) zoning district unless otherwise specified herein.

The following standards pertain to Mid-Rise Residential use only:

1. Floor Area Ratio: Not to exceed 4:1.
2. Maximum Height for Structured Parking: Structured parking decks may be four levels above grade. Parking is prohibited on the top deck which is reserved for a private recreation area.

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

PASSED AND APPROVED THIS THE 10TH DAY OF NOVEMBER, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ZONING CASE 2014-33

BEING a tract of land situated in the Maria C. Vela Survey, Abstract No. 935, City of Plano, Collin County, Texas and being part of a called 108.9 acre tract of land described in Special Warranty Deed, Bill of Sale and Assignment to Acres of Sunshine, LTD. recorded in Volume 4227, Page 835, of the Official and being more particularly described as follows:

BEGINNING at the intersection of the centerline of Spring Creek Parkway (a 160-foot wide right-of-way) and the centerline of Parkwood Boulevard (a variable width right-of-way);

THENCE with said center line of Parkwood Boulevard, the following courses and distances:

South, $00^{\circ} 36' 55''$ East, a distance of 180.53 feet to a point at the beginning of a tangent curve to the right having a central angle of $57^{\circ} 05' 22''$, a radius of 805.00 feet, a chord bearing and distance of South, $27^{\circ} 55' 45''$ West, 769.33 feet;

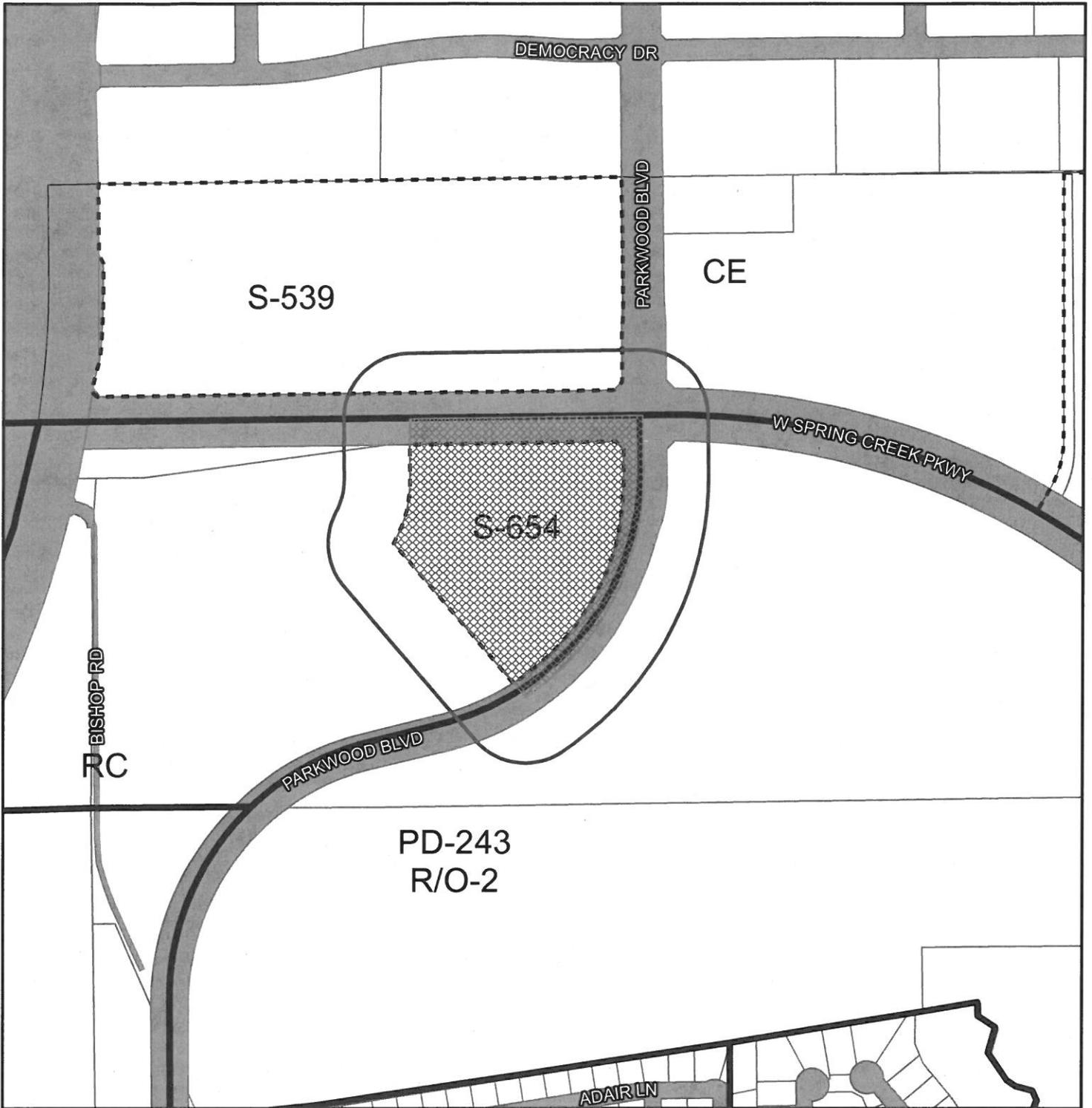
In a southwesterly direction, with said curve to the right, an arc distance of 802.10 feet to a point at the end of said curve;

THENCE departing said centerline of Parkwood Boulevard, North, $40^{\circ} 17' 49''$ West, a distance of 614.25 feet to a point at the beginning of a non-tangent curve to the left having a central angle of $29^{\circ} 31' 29''$, a radius of 400.00 feet, a chord bearing and distance of North, $13^{\circ} 58' 30''$ East, 203.85 feet;

THENCE in a northeasterly direction, with said curve to the left, an arc distance of 206.12 feet to a point at the end of said curve;

THENCE North, $00^{\circ} 47' 14''$ West, a distance of 183.44 feet to a point for corner in said centerline of Spring Creek Parkway;

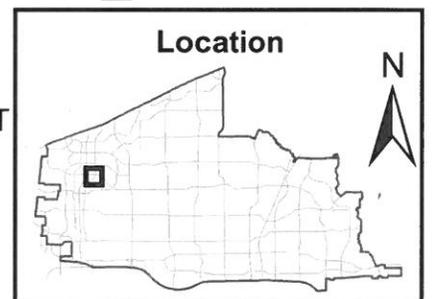
THENCE with said centerline of Spring Creek Parkway, North, $89^{\circ} 09' 00''$ East, a distance of 709.04 feet to the POINT OF BEGINNING and CONTAINING 10.73 acres of land.



Zoning Case #: 2014-33

Existing Zoning: REGIONAL COMMERCIAL/
DALLAS NORTH TOLLWAY OVERLAY DISTRICT
w/SPECIFIC USE PERMIT #654

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



Source: City of Plano Planning Department

ZONING EXHIBIT

ONE HAGARD PLACE
 SMC SPRING CREEK & PARKWOOD

Kimley»Horn
 7750 WEST 29th Street, Suite 200, Dallas, Texas 75244
 7725 WEST 29th Street, Suite 200, Dallas, Texas 75244
 TEXAS REGISTERED ENGINEERING FIRM #1878

PROJECT NO.	2014-0033
DATE	08/21/14
SCALE	A.S.B.M.
DESIGNED BY	J.M.
CHECKED BY	J.M.
DATE	08/21/14

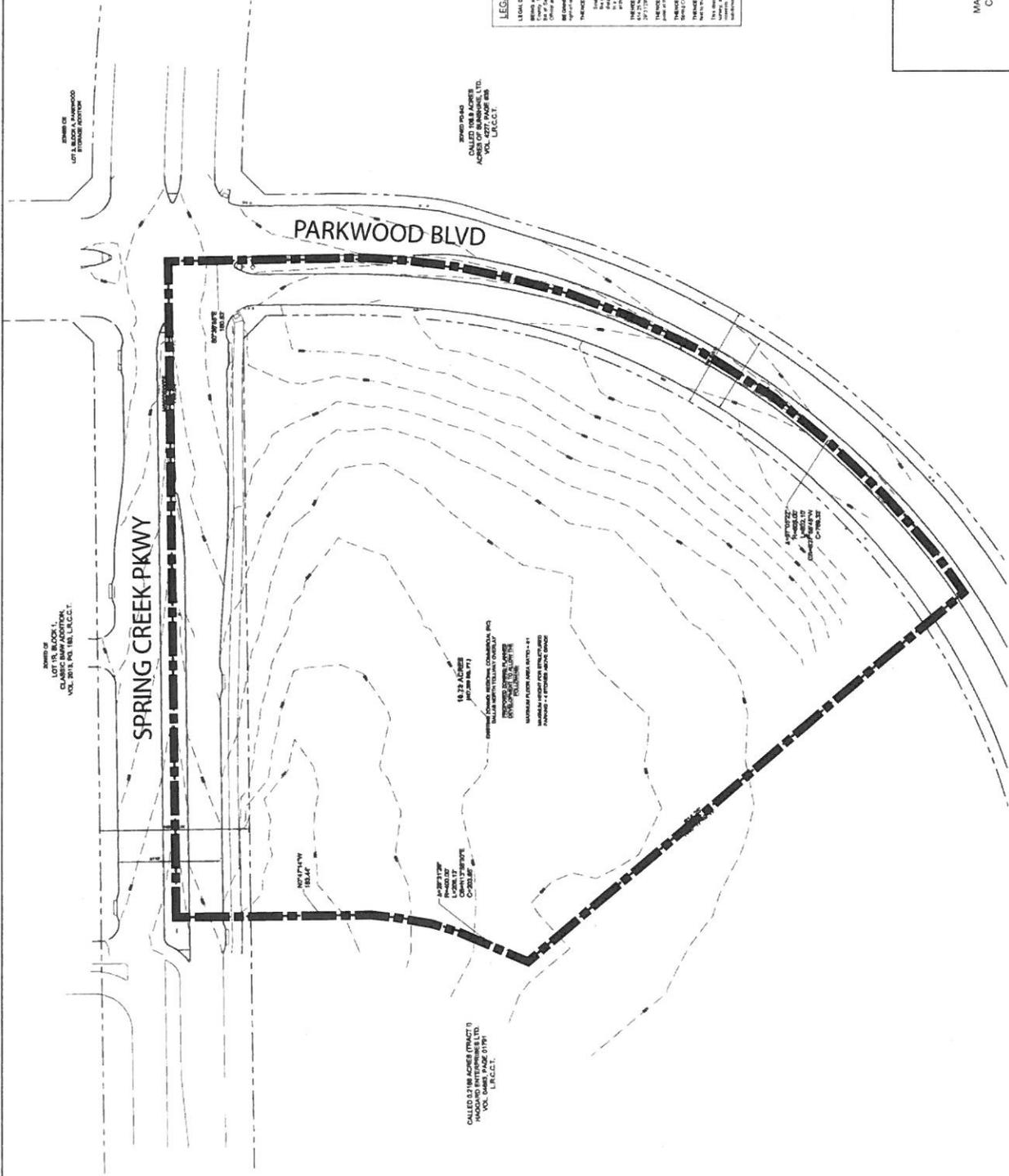
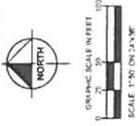
NO.	REVISIONS	DATE

ZONING EXHIBIT
 ZC2014-0033
 10.73 AC. SITUATED IN THE
 MARIA C. VELA SURVEY, ABSTRACT NO. 035
 CITY OF PLANO, COLLIN COUNTY, TEXAS
 DATE: OCTOBER 6, 2014
 City of Plano
 Planning Department
 1700 West Plano, Suite 1000
 Plano, Texas 75075
 Contact: Brian Todd, P.E.

LEGAL DESCRIPTION
 BEING A PART of the volume of the City of Plano, Texas, County, Dallas, City of Plano, Collin County, Texas, known as the "M.C. Vela Survey, Abstract No. 035, City of Plano, Collin County, Texas," and being a portion of the same, to-wit: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 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999, 1000.

NOTE
 APPROVAL OF THE ZONING DEPARTMENT, CITY OF PLANO, TEXAS, IS NECESSARY FOR THE PROPOSED ZONING EXHIBIT. THE ZONING DEPARTMENT WILL CONSIDER THE PROPOSED ZONING EXHIBIT ON THE BASIS OF THE INFORMATION PROVIDED HEREON AND THE INFORMATION PROVIDED BY THE APPLICANT. THE ZONING DEPARTMENT WILL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE APPLICANT. THE APPLICANT IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE APPLICANT. THE ZONING DEPARTMENT WILL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE APPLICANT.

LOCATION MAP
 NOT TO SCALE



SECTION OF
 LOT 18, BLOCK 1,
 CLASSIC BAY ADDITION,
 VOL. 2014, P. 181, L.C.C.T.

SPRING CREEK PKWY

PARKWOOD BLVD

SECTION 18, BLOCK 1,
 CLASSIC BAY ADDITION,
 VOL. 2014, P. 181, L.C.C.T.

SECTION 18, BLOCK 1,
 CLASSIC BAY ADDITION,
 VOL. 2014, P. 181, L.C.C.T.

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SECTION 18, BLOCK 1,
 CLASSIC BAY ADDITION,
 VOL. 2014, P. 181, L.C.C.T.

October 21, 2014

TO: Honorable Mayor & City Council

FROM: Richard Grady, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of October 20, 2014

**AGENDA ITEM NO. 12 - PUBLIC HEARING
COMPREHENSIVE PLAN AMENDMENT - THOROUGHFARE PLAN MAP
APPLICANT: CITY OF PLANO**

Request to amend the Thoroughfare Plan Map of the Comprehensive Plan.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: November 10, 2014 (To view the agenda for this meeting, see www.planotx.gov)

PUBLIC HEARING - ORDINANCE

SS/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 20, 2014

Agenda Item No. 12

Public Hearing: Comprehensive Plan Amendment - Thoroughfare Plan Map

Applicant: City of Plano

DESCRIPTION:

Request to amend the Thoroughfare Plan Map of the Comprehensive Plan.

REMARKS:

The City of Plano proposes an amendment to the Thoroughfare Plan Map of the Comprehensive Plan for two reasons, as follows:

- 1) The reconfiguration of the intersection with Headquarters Drive and Communications Parkway; and
- 2) The extension of Communications Parkway northwards to State Highway 121.

The extension of Communications Parkway will be a Type D secondary thoroughfare, a four-lane divided roadway (see attached map for both proposed changes). The section of the roadway south of the intersection with Headquarters Drive to Chapel Hill Boulevard shall remain a Type C, six-lane divided major thoroughfare.

The purpose for the amendment to the Thoroughfare Plan Map is to fulfill the City Council's conditional approval of two concept plans accompanying Zoning Cases 2014-27 and 2014-28. Zoning Case 2014-27 expanded and amended the regulations of Planned Development-65-Central Business-1 (PD-65-CB-1) zoning district to include 69.8± acres at the northwest corner of Legacy Drive and the Dallas North Tollway. Zoning Case 2014-28 rezoned 137.3± acres of land situated at the southwest corner of State Highway 121 and the Dallas North Tollway to Planned Development-64-Central Business-1 (PD-64-CB-1) zoning district. The reason for both zoning requests is to accommodate the concept plans for the Legacy West development, a mixed-use urban center project.

Impact of the Amendments

The Traffic Engineering Division has reviewed the proposed amendment to the Thoroughfare Plan Map and concludes that the new roadway and reconfiguration of the intersection would not have a negative impact on the city's existing thoroughfare system. The amendment will provide access to an unserved area of the city and aid future development.

RECOMMENDATION:

Recommended for approval as submitted.

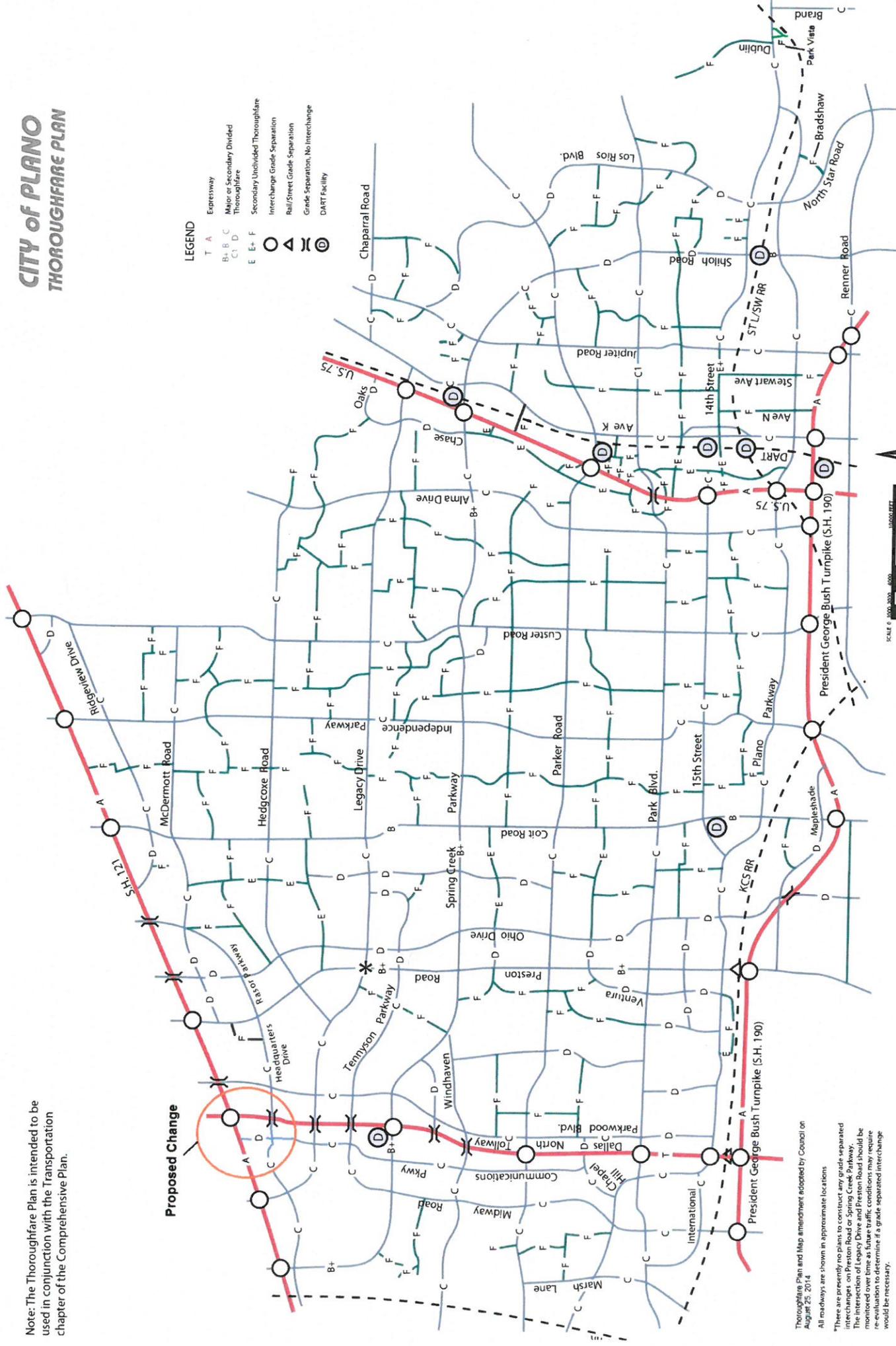
CITY OF PLANO THOROUGHFARE PLAN

Note: The Thoroughfare Plan is intended to be used in conjunction with the Transportation chapter of the Comprehensive Plan.

Proposed Change

LEGEND

T	Expressway
B+, B, C	Major or Secondary Divided Thoroughfare
C1, D	Secondary Undivided Thoroughfare
E, E+, F	Interchange Grade Separation
○	Rail/Street Grade Separation
△	Grade Separation, No Interchange
⊗	DART Facility



Thoroughfare Plan and Map amendment adopted by Council on August 25, 2014.
 All roadways are shown in approximate locations.
 *There are presently no plans to construct any grade-separated interchanges on Preston Road or Spring Creek Parkway. The intersection of Legacy Drive and Preston Road should be re-evaluated as future traffic conditions may require re-evaluation to determine if a grade-separated interchange would be necessary.
 The section of Shiloh Road between Parker Road and 14th Street is subject to the design and development phasing plan defined in Resolution Number 98-2-23(R).

An Ordinance of the City of Plano, Texas, amending the Thoroughfare Plan map of the Comprehensive Plan as originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said map as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date.

WHEREAS, the Comprehensive Plan of the City of Plano provides for regular monitoring and updating, as needed; and

WHEREAS, the Thoroughfare Plan map was last updated on August 25, 2014, (Ordinance No. 2014-8-20); and

WHEREAS, the Planning & Zoning Commission, during a public hearing held on October 20, 2014, reviewed the proposed amendment to the Thoroughfare Plan Map of the Comprehensive Plan with the reconfiguration of the intersection with Headquarters Drive and Communications Parkway, and the extension of Communications Parkway northwards to State Highway 121; and

WHEREAS, City Council has provided an opportunity for public review and input on the proposed map amendment to the Comprehensive Plan, and after receipt of the same, wishes to approve the amendment to the Comprehensive Plan as a tool to provide guidance in transportation regulations; and

WHEREAS, the City Council held a public hearing on November 10, 2014 open to all persons wishing to comment on the proposed map amendment; and

WHEREAS, the City Council, having been presented the proposed map amendment, upon full review and consideration thereof, and all matters attendant and related thereto, is of the opinion that the amended Thoroughfare Plan map of the Comprehensive Plan should be approved, adopted and utilized by the City of Plano.

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

Section I. The Thoroughfare Plan map of the Comprehensive Plan is hereby amended with the reconfiguration of the intersection with Headquarters Drive and Communications Parkway, and the extension of Communications Parkway northwards to State Highway 121, a copy of which is attached hereto as Exhibit "A", and incorporated herein by reference, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, is hereby approved and adopted.

Section II. The Comprehensive Plan provides a general framework of objectives and strategies for the long range development of the City. It provides a basis for establishing requirements for the development and redevelopment of public and private property, including land uses, streets, and public facilities.

Section III. Development regulations and their application should be generally consistent with the Comprehensive Plan as they relate to overall city standards and specific area or project requirements. In determining whether or not a regulation or its application is consistent with the Comprehensive Plan, the City Council, the Planning & Zoning Commission, or other City body should consider:

1. The Comprehensive Plan in its entirety;
2. Immediate or near-term constraints affecting the timing or phasing of development or redevelopment of a property in accordance with the plan;
3. The existing and planned capacities of public infrastructure and facilities serving a given site or location; and
4. Unanticipated changes in conditions or new information occurring since the last update of the plan or one of its elements.

Section IV. This Comprehensive Plan does not constitute zoning regulations nor does it establish zoning district boundaries. In addition, adoption of the plan as attached does not require the City to rezone property or amend development standards.

Section V. The Comprehensive Plan does not obligate the City to expend funds on any of the recommendations for possible activities, projects or studies.

Section VI. The City Council may amend the Comprehensive Plan following a public hearing held before the City Council and receipt of a report and recommendation of the Planning & Zoning Commission pertaining to the amendment. The Planning & Zoning Commission shall conduct a public hearing before making its report and recommendation to the City Council. Notice of a public hearing pertaining to consideration of an amendment to the Comprehensive Plan shall be given in a newspaper of general circulation not less than ten days prior to the hearing.

Section VII. City staff is permitted to add to or modify the exhibit contents of the amended Thoroughfare Plan Map so long as they are consistent with the policies and recommendations of the Comprehensive Plan, without the need for further City Council approval.

Section VIII. This ordinance shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED THIS 10TH DAY OF NOVEMBER, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

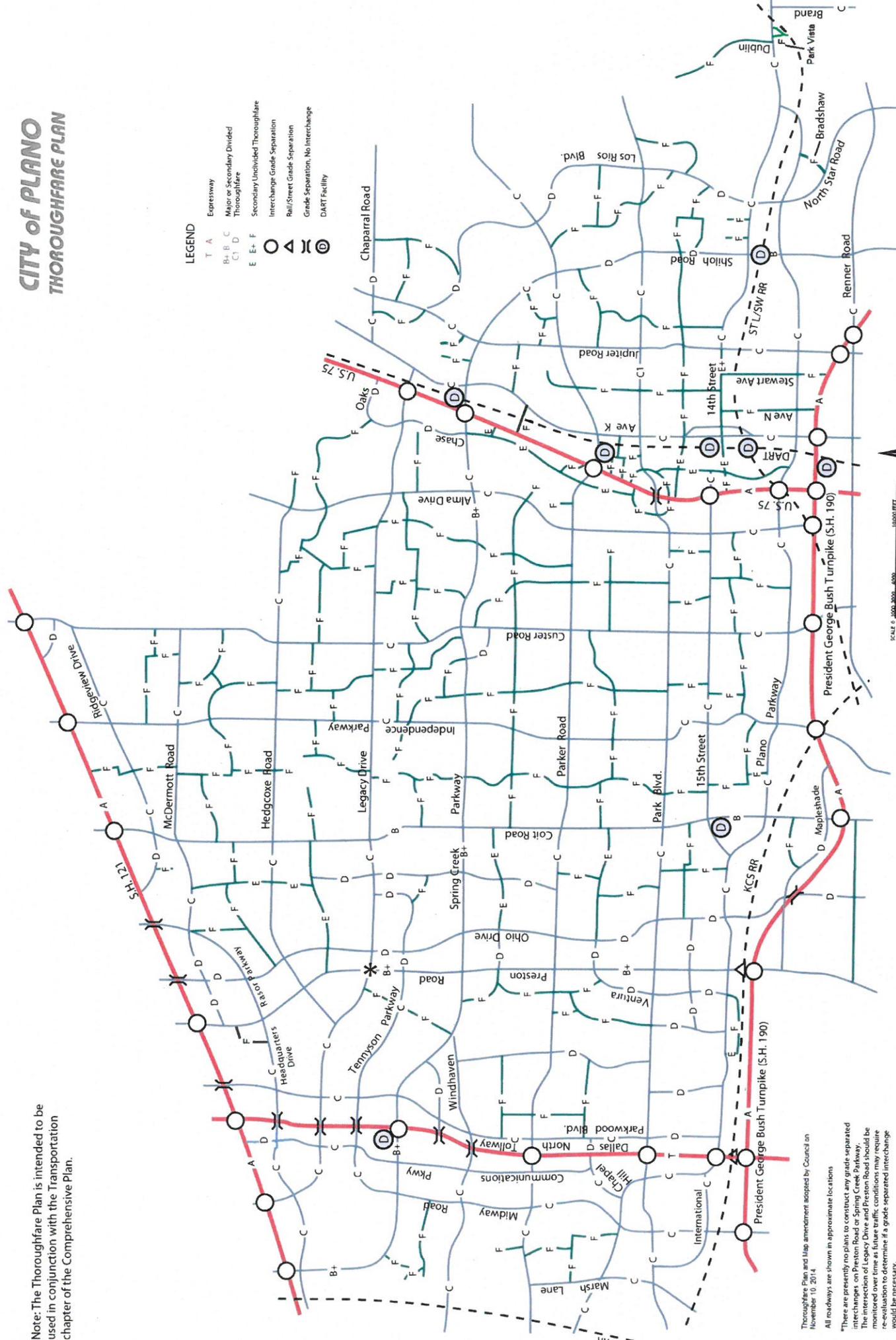
APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CITY of PLANO THOROUGHFARE PLAN

Note: The Thoroughfare Plan is intended to be used in conjunction with the Transportation chapter of the Comprehensive Plan.

- LEGEND**
- T A Expressway
 - B+, B C Major or Secondary Divided Thoroughfare
 - C1 D Secondary Undivided Thoroughfare
 - E E+ F Interchange Grade Separation
 - ○ Interchange Grade Separation
 - ○ Rail/Street Grade Separation
 - ○ Grade Separation, No Interchange
 - ○ DART Facility



Thoroughfare Plan and Map amendment adopted by Council on November 10, 2014.

All roadways are shown in approximate locations. There are presently no plans to construct any grade-separated interchanges on Preston Road or Spring Creek Parkway. The intersection of Legacy Drive and Preston Road should be monitored over time as future traffic conditions may require re-evaluation to determine if a grade-separated interchange would be necessary.

The section of Shiloh Road between Parker Road and 14th Street is subject to the design and development phasing plan defined in Resolution Number 98-2-23(R).



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/10/2014		
Department:		Policy and Government Relations		
Department Head		Mark Israelson, Assistant City Manager		
Agenda Coordinator (include phone #): Andrea Park 972-941-5113				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, adopting the 2015 Legislative Program for the City of Plano, Texas; directing the City Manager or his designee to act with regard to the City's Legislative Program; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Adopting the 2015 Legislative Program for the City relates to the City's goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.				
SUMMARY OF ITEM				
Adopting City of Plano 2015 Legislative Program				
List of Supporting Documents: Memorandum, Resolution, Exhibit "A"			Other Departments, Boards, Commissions or Agencies	

Date: November 10, 2014

To: Bruce Glasscock, City Manager

From: Mark Israelson, Assistant City Manager

Subject: Overview of the City of Plano Legislative Program

With issues that impact the City of Plano being actively debated across multiple levels of government, the City's involvement in the legislative process has grown into a year round activity at the local, regional, state and federal levels. The City of Plano legislative program establishes policy direction for general topics that could affect the City of Plano. The goal of the city legislative efforts is to use the city's legislative program as a guide for city positions and to protect the city's municipal interests. This approach allows the Council and staff to act on a broad array of bills that address topics of interest. The City Council of the City of Plano last adopted a legislative program on October 28, 2013 by Resolution No. 2013-10-17.

The 84th session of the Texas legislature will begin early in January 2015. Attached is the proposed City of Plano Legislative Program for 2015 which outlines the city's positions and will allow staff to actively advocate on the City's behalf at all levels of government. The cities positions are divided into high and highest priorities.

The City's efforts will be coordinated by city staff, Bruce Glasscock, Frank Turner, Mark Israelson and Andrea Park; however each Department Director will be assigned bills that could affect their area of expertise. Research, comments and requests for action on applicable bills will made by Departments and action will be taken based upon the priority of the topic and impact to the city. Possible city actions include taking a position for/against bills through:

- Testimony (oral, written, or cards)
- Letters
- Email
- Phone Calls
- Meetings

Additionally, the City will coordinate efforts when interests are aligned with partners including: TML, DART, Collin County, PISD, TCCFUI, TCAP, the Plano Chamber and Universities. Most of the City's efforts will be dedicated to defeating legislation that would negatively affect the city. Below are a few important dates for council to be aware of:

- Tuesday, January 13, 2015 (1st day) 84th **Legislature convenes** at noon
- Friday, March 13, 2015 (60th day) **Deadline for filing bills** other than local bills
- Monday, June 1, 2015 (140th day) **Last day** of 84th Regular Session

Maintaining communications with the legislative delegation during the session will be ongoing through weekly visits, email, phone calls, text and reports. We will work closely with our delegation to assure they are aware of the impacts of legislation on the City of Plano. Our delegation includes:

- House District 65 Ron Simmons
- House District 67 Jeff Leach
- House District 66 Matt Shaheen
- House District 89 Jodie Laubenberg
- House District 106 Pat Fallon
- Senate District 8 Van Taylor
- Senate District 12 Jane Nelson

Last, we anticipate the 84th session to have several significant topics of concern to the city including:

- Appraisal Caps
- Tax Caps
- Reservoir Permitting
- Transportation Funding
- Education Funding

A Resolution of the City Council of the City of Plano, Texas, adopting the 2015 Legislative Program for the City of Plano, Texas; directing the City Manager or his designee to act with regard to the City's Legislative Program; and providing an effective date.

WHEREAS, Legislative activities are ongoing in Congress and the State Legislature; and

WHEREAS, it is anticipated that many legislative issues affecting local government will be considered; and

WHEREAS, City Staff prepared the recommended City of Plano 2015 Legislative Program attached hereto as Exhibit "A" and the Legislative Program has been reviewed by the City Council of the City of Plano; and

WHEREAS, the City Council is of the opinion that such Legislative Program is in the best interest of the City and its citizens, should be adopted, and should be forwarded for consideration by the Legislature; and

WHEREAS, the City Council is of the further opinion that the City Manager or his designee should be directed to take action with regard to the Legislative Program as outlined below.

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

Section I. The City of Plano 2015 Legislative Program that is attached hereto as "Exhibit A" is hereby adopted and approved as the Legislative Program for the City of Plano.

Section II. The City Manager or his designee is directed to communicate the items included in the City's Legislative Program to members of Congress, the Texas Legislature, in general, and/or to the appropriate legislative committees, committee members and others designated by the City Manager.

Section III. For those items designated as "support", the City Manager or his designee is directed to actively pursue passage of the appropriate legislation if it is introduced by some other entity. The City Manager's efforts to obtain passage of the legislation may include drafting appropriate legislation, seeking a sponsor, and actively pursuing passage of such legislation by providing testimony and through other means.

Section IV. For those items designated as "oppose", the City Manager or his designee is directed to attempt to impede the passage of any such legislation.

Section V. It is recognized this policy will often be implemented in the context of great numbers of legislative proposals being considered within short time periods. City representatives, under the direction of the City Manager, shall be authorized to act on behalf of the City consistent with the necessary broad policy concerns set forth in this program.

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

DULY PASSED AND APPROVED this 10th day of November, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT "A"
THE CITY OF PLANO 2015 LEGISLATIVE PROGRAM

HIGHEST PRIORITY

Oppose:

Legislation that would erode or otherwise diminish home rule authority and local control

Legislation that would create an unfunded duty, responsibility or standard on local government

Support:

Transportation

- Support expanded regional transportation funding options
- Support expedited expansion of regional transit services, including passenger rail service

HIGH PRIORITY

Oppose:

Legislation that would erode or otherwise diminish local control over:

- Municipal finances and revenues
- Operations
- Employment and post-employment benefits
- Operations and revenue from red light cameras
- Local control over placement of electronic billboards
- Expansion of collective bargaining rights

Support:

Truth in Taxation

- Support streamlining and clarifying mandatory property tax rate adoption language and publications

Economic Development

- Support fairness and equity in the application of sales and use taxes to good and services
- Support economic development bills that create jobs which benefit the region and does not create a disadvantage to cities providing dedicated sales tax revenue for regional transit services

Transportation

- Support a transportation bill which provides dependable multi-year funding consistent with mobility needs

Water

- Support a water plan that encourages conservation through contracts and rate structures and keeps revenues within the region they are collected
- Support a State Boundary Commission to return the NTMWD Lake Texoma pump station to Texas

Utilities

- Support the timely relocation of utility facilities.
- Endorse legislation that would create a local option surcharges to fund undergrounding utilities
- Endorse a change in the use of video Public Educational and Government (PEG) fees to allow use for operational expenses associated with running a cable television channel.

Finance

- Support the tax exempt status of municipal bonds

*Legislative programs of (**except as they conflict with a City of Plano position**):*

- Texas Municipal League
- Texas Coalition for Affordable Power
- Texas Coalition of Cities for Utility Issues
- Dallas Area Rapid Transit
- Texas Civil Service Cities Coalition
- Plano Independent School District
- US Conference of Mayors