

CITY COUNCIL

1520 AVENUE K



DATE: 12/18/2012
CALL TO ORDER: 7:00 p.m.
INVOCATION: Scott Robinson, Young Men's Leader
The Church of Jesus Christ of Latter-Day
Saints, Plano 6th Ward
PLEDGE OF ALLEGIANCE: Cub Scout Packs 1066, 1088, and 1133
The Church of Jesus Christ of Latter-Day
Saints

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 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>SPECIAL RECOGNITION: The Management Preparation Program is recognizing the recent graduates.</p> <p><u>OATHS OF OFFICE</u></p> <p><u>Tax Increment Financing Reinvestment Zone No. 2 Board</u></p> <p>Shirley Ann Ogden</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></p> <p>(a) December 10, 2012 - Special Called Session December 10, 2012 - Regular Session</p> <p><u>Approval of Expenditures</u></p> <p><u>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</u></p> <p>(b) Bid No. 2013-29-B for Fleet Maintenance Building Lighting Upgrades - Project No. 6238 for the Facilities Department to Groves Electrical Service, Inc. in the amount of \$67,122 and authorizing the City Manager to execute all necessary documents.</p> <p>(c) Bid No. 2013-27-B for the Bridge Repairs project to L.C. Jordan & Son, in the amount of \$951,398 and authorizing the City Manager to execute all necessary documents.</p> <p>(d) Bid No. 2013-26-B for Oak Point Park & Nature Preserve, North Trail Extension to Parkscape Construction, Inc., in the amount of \$1,146,448 and authorizing the City Manager to execute all necessary documents.</p> <p>(e) RFP No. 2012-264-C for a one (1) year contract with three (3) City optional renewals for Utility Bill Printing, Mailing & Offset Printing Services to CSG Systems, Incorporated in the estimated amount of \$158,761 and authorizing the City Manager to execute all necessary documents.</p> <p>(f) Rejection of Bid No. 2013-16-B for Arbor Hills Nature Preserve - Parking Addition, No. 6144 from all Bidders.</p> <p><u>Purchase from an Existing Contract</u></p> <p>(g) To approve the purchase of one (1) Caterpillar 906H2 Compact Wheel Loader for Fleet Services, to be utilized by Compost Operations in the amount of \$73,732 from Holt Cat, through an existing contract/agreement with National Intergovernmental Purchasing Alliance (National IPA), and authorizing the City Manager to execute all necessary documents. (National IPA Contract #120377)</p> <p>(h) To approve the purchase of additional storage hardware and support services for the Storage Area Network (SAN), in the amount of \$54,127 from Lumenate Technologies, LP, an authorized reseller of NetApp, Inc. hardware, through an existing contract with the Department of Information Resources and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1458)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(i)	<p>To approve the purchase of a new licensing model and annual maintenance and support for one (1) year with three (3) City optional one year renewals, for Laserfiche software, in the amount of \$76,396 from VP Imaging, Inc., dba DocuNav Solutions, through an existing contract with the Department of Information Resources and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1453)</p>	
	<p>Approval of Change Order</p>	
(j)	<p>To Jerusalem Corporation, increasing the contract by \$77,567 for the 2011-12 Arterial Pavement Rehab K Avenue – SH 190 to Chaparral Road, Project No. 6183, Change Order No. 3, Bid No. 2012-93-B, and authorizing the City Manager to execute all necessary documents.</p>	
	<p>Adoption of Resolutions</p>	
(k)	<p>To approve the terms and conditions of an Economic Development Incentive Agreement by and between Intelemedia Communication, Inc. and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p>	
(l)	<p>To approve the terms and conditions of a Development Agreement between the City of Plano and Plano Spring Creek Partners, LP for the purchase of excess right-of-way at the southeast corner of Custer Road and Spring Creek Parkway; authorizing its execution by the City Manager; and providing an effective date.</p>	
(m)	<p>To approve the terms and conditions of a Second Amendment to Development Agreement by and between the City of Plano, Texas, and Tenth Street Plano, L.P.; authorizing its execution by the City Manager; and providing an effective date.</p>	
(n)	<p>To approve the hiring of Mario R. Gutierrez as Assistant City Attorney II by the City Attorney; and providing an effective date.</p>	
	<p>Adoption of Ordinances</p>	
(o)	<p>To amend Section 6-45 Penalty and Section 6-50 Deletions, additions, and amendments to Chapter 1 of the International Property Maintenance Code of Article III. Property Maintenance Code, of Chapter 6. Buildings and Building Regulations of the Code of Ordinances of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date.</p>	
(p)	<p>To amend Sections 2-136 through 2-155 of Article VI. Emergency Management of Chapter 2 Administration of the City of Plano Code of Ordinances to revise the Comprehensive Emergency Management Plan; and providing a repealer clause, a severability clause, a penalty clause, a publication clause and an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<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> <p>(1) Public Hearing to provide the citizens and residents with the opportunity to review and provide comment on the projects for the proposed 2013 Bond Referendum.</p> <p>(2) Public Hearing and consideration of an Ordinance to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 133 for tax abatement consisting of a 27.0852 acre tract of land located in the Martha McBride survey, Abstract No. 553, Collin County and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.</p> <p>(3) Consideration of a Resolution to approve the terms and conditions of an agreement by and between the City of Plano, Texas and Columbia Medical Center of Plano Subsidiary, L.P. d/b/a Medical Center of Plano, a Texas limited partnership, providing for real property tax abatement; and authorizing its execution by the City Manager; and providing an effective date.</p> <p>(4) Public Hearing and consideration of an appeal of the Planning & Zoning Commission's denial of Zoning Case 2012-31 - Request to rezone 23.7± acres from Research/Technology Center to Single-Family Residence-6 located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 32.9± acres from Research/Technology Center to Single-Family Residence-6 located at the southeast corner of Plano Parkway and North Star Road. Zoned Research/Technology Center. Applicants: Plano Distribution Center, Ltd., Prologis Logistics Services Inc., & Union Pacific Railroad Company</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(5)	<p>Consideration of an appeal of the Planning & Zoning Commission's denial of the Concept Plan for Hudson Heights Phases I & II - 90 Single-Family Residence-6 lots and two open space lots on 21.9± acres located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 104 Single-Family Residence-6 lots and five open space lots on 27.9± acres located at the southeast corner of Plano Parkway and North Star Road. Zoned Research/Technology Center. Applicants: Plano Distribution Center, Ltd., Prologis Logistics Services Inc., & Union Pacific Railroad Company</p>	
(6)	<p>Receipt of Public Comments and consideration of an Ordinance to repeal Ordinance No. 2012-11-23 codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano and replacing it with a new Chapter 9, Food Code; providing a penalty clause, a repealer clause, a severability clause, a publication clause and an effective date.</p>	
(7)	<p>Consideration of an Ordinance to amend Ordinance No. 2012-11-24, entitled "Health Categories and Fees," to amend Section I "Definitions"; providing a repealer clause, a severability clause, and an effective date.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/18/2012		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
SPECIAL RECOGNITION: The Management Preparation Program is recognizing the recent graduates.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

PLANO CITY COUNCIL
Special Called Session
December 10, 2012

COUNCIL MEMBERS PRESENT

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

STAFF

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

Mayor Dyer convened the Council into the Special Called Session on Monday, December 10, 2012 at 5:00 p.m. in Training Room A of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Discussion and Direction Regarding Marketing Plano

Steve Atkins, President of The Atkins Group, spoke regarding brand development and sessions held with internal and external stakeholders to determine how Plano is viewed, its benefits, persona, and ideal vision for the future. He spoke to the brand discovery process which includes determining an entity's product or service, benefits and promise. Mr. Atkins presented a proposed promise, "A community that supports the pursuit of excellence" and a tagline, "People Connect Here" for which the Council expressed support. He spoke to future discussion regarding possible logos and the Council requested input from the school district and chamber of commerce.

Nothing further was discussed. Mayor Dyer adjourned the meeting at 5:56 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
DECEMBER 10, 2012**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor Dyer called the meeting to order at 6:03 p.m., Monday, December 10, 2012, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071 and to receive information regarding Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:32 p.m.

Consideration and action resulting from Executive Session discussion

No items were brought forward.

Personnel – Tax Increment Financing Reinvestment Zone No. 2 Board – Chair and Interim Member

Upon a motion made by Council Member Miner and seconded by Council Member Gallagher, the Council voted 8-0 to appoint Shirley Ann Ogden to an interim term expiring on October 31, 2013.

Upon a motion made by Mayor Dyer and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to reappoint Council Member Miner as Chair.

DART Report

DART Representative Faye Wilkins updated the Council regarding the paid parking program, number of Plano residents registered for free parking, shifting of non-resident vehicles to the George Bush station and advised that DART will continue monitoring the program and its impact. She advised that she would look into providing local registration for Plano citizens as was available when the program began. Ms. Wilkins briefed the Council on bus expansion at the Northwest Plano Park and Ride and Mayor Pro Tem Smith requested information regarding the percentage of riders that are Plano citizens. Ms. Wilkins advised regarding new bus service to DFW Airport and Love Field and spoke to the use of visual message boards which provide real-time information to riders.

Discussion and Direction Regarding Town Hall and Meet and Greet Meetings

Assistant to the City Manager Vail-Grube advised that during the recent telephone town hall meeting 11,000 citizens were successfully contacted with 5,258 staying on the line for an average time of 6 minutes. She spoke to peak participation of 1,100 simultaneous listeners, 18 questions covered during the session with 45 listeners in the queue. Ms. Vail-Grube spoke to the high level of saturation, acceptance rate and positive comments received and advised that Staff recommends another session in Spring 2013. City Manager Glasscock spoke to the history of meet and greet sessions and requested Council direction. Mayor Dyer spoke to the benefits of the town hall meeting and Council Member Gallagher spoke to addressing audio issues. Mayor Pro Tem Smith recommended utilizing the telephone town hall while maintaining meet and greet sessions and potentially scheduling those to coincide with Council meetings. Mayor Dyer spoke to sessions hosted by two or three Council members and specific Staff and restated Council's interest in both formats.

Discussion and Direction Regarding Downtown Parking Signage

Chief Building Official Mata spoke to the various styles of parking signage in the Downtown area and the potential for standardization utilizing a universal designation for six public parking lots and three garages. He advised that the signs are double sided and illuminated with a preliminary cost estimate of \$3,450 each for post signs and \$705 each for wall signs. Mr. Mata responded to the Council regarding potential locations. Mayor Pro Tem Smith requested inclusion of a design element and the Council stated a consensus in directing Staff to move forward.

Discussion and Direction Regarding Farmers' Market Ordinance

This item was passed over.

Council items for discussion/action on future agendas

Council Member Miner provided a briefing on a Staff/stakeholders' meeting held to prepare regulations for farmers' markets. He advised of the agreed upon addition of "agricultural product" in the definitions of both farmers' market and farmers' market vendor. Mr. Miner further advised that in response to stakeholders' request to remove Sec. 9-103(c) *Food – Prohibited Items*, the agreed upon alternative is to remove "meats, eggs, poultry, and refrigerated dairy items" from the prohibited list and to add "non-pasteurized dairy items." He spoke to additional temperature requirements and inclusion of consumer advisory notices for potentially hazardous foods. Mr. Miner advised regarding agreement on the issuance of twelve-month permits and spoke to the agreed upon single permit for the market utilizing a market manager. He spoke to issues/conflicts related to reclassification of a farmers' market from a "food establishment" to a "temporary food establishment" and inclusion of the markets within the content of the food code rather than a dedicated chapter. Mr. Miner spoke to requests to incorporate definitions specific to the Texas Administrative Code and their limited applicability as compared to those recommended by the City. He advised that an ordinance would be brought forward at the December 18 meeting.

Deputy Mayor Pro Tem Harris requested an update on Public Safety Communications and City Manager Glasscock provided a summary of actions taken in response to a missing persons report, advising that Staff will review the procedure and scope of notification provided by Blackboard Connect and provide a future update. He further stated concern that those removed from reporting lists will not receive emergency information in the future.

Consent and Regular Agendas

City Attorney Wetherbee advised regarding a revision to Consent Agenda Item "K," a resolution to approve the terms and conditions of an Interlocal Agreement requesting North Central Texas Council of Governments (NCTCOG) to pursue development of the Cotton Belt Passenger Rail Project utilizing the Public and Private Facilities and Infrastructure Act.

Council Member Dunlap requested that Consent Agenda Item "B," Bid No. 2013-25-B for Spectator Covers at Russell Creek, Project 6284 to Jim Bowman Construction Co., L.P. in the amount of \$225,030 be removed for individual consideration due to a possible conflict of interest.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 7:18 p.m.

Phil Dyer, MAYOR

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
December 10, 2012

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor Dyer convened the Council into the Regular Session on Monday, December 10, 2012, at 7:18 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Senior Pastor Sam Fenceroy of Mt. Olive Church of Plano led the invocation and Girl Scout Troop 3465 of Thomas Elementary led the Pledge of Allegiance.

Mayor Dyer administered the oath of office and introduced Brian Crawford as the new City of Plano Fire Chief. Mayor Dyer accepted, on behalf of the City, a donation from The Friends of the Plano Public Library.

COMMENTS OF PUBLIC INTEREST

Citizen Randy Gates spoke to efforts to create a farmers' market ordinance and requested consideration of individual vendors as responsible food establishments rather than the market as a whole and to the market assisting in gathering their information.

CONSENT AGENDA

Upon the request of Council Member Dunlap, Consent Agenda Item "B" was removed for individual consideration due to a possible conflict of interest.

City Secretary Zucco advised regarding revision to Consent Agenda Item "K."

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

Approval of Minutes (Consent Agenda Item “A”)
November 26, 2012

Approval of Expenditures

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

Bid No. 2013-28-B for Bob Woodruff Park-South Pavilion Renovation Project to T&G Corporation dba Florida T&G Corporation Texas Division, Inc. in the amount of \$317,900 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Bid No. 2013-22-B for High Point Park and Carpenter Park Athletic Facility Improvements to Dean Electric, Inc. in the amount of \$2,734,185 and authorizing the City Manager to execute all necessary documents. Improvements at High Point Park include: renovation of walkways, plaza, restrooms, electrical room, backstops, and dugouts; replacement of irrigation system and existing shade structure; and new improvements of an additional restroom, signage, shade structures, and a screened storage/dumpster area. Improvements at Carpenter Park include: a restroom building, storage area, plaza, bicycle parking and irrigation pump. (Consent Agenda Item “D”)

RFP No. 2012-204-C for three (3) years effective January 1, 2013 with three (3) additional one (1) year City optional renewals for Employee Benefits Consulting Services for Human Resources to Holmes Murphy & Associates in the annual amount of \$108,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

Purchase from an Existing Contract

To approve the purchase of Microsoft software licenses for one (1) year with two (2) City optional one (1) year renewals, through a Microsoft Enterprise Agreement in the amount of \$1,005,196 from Dell Marketing, LP, through an existing DIR (Department of Information Resources) contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1014) (Consent Agenda Item “F”)

Adoption of Resolutions

Resolution No. 2012-12-1(R): To approve the purchase of 1,905 sq. ft. of land for a Street Easement and 1,033 sq. ft. for a Temporary Construction Easement located at the southeast corner of Independence Parkway and Parker Road by and between Peter and Stacy Daniels and the City of Plano; and authorizing the City Manager to execute any necessary documents; and providing an effective date. (Consent Agenda Item “G”)

Resolution No. 2012-12-2(R): To authorize the establishment and amendment of Daily Admission and Facility Rental Fees at the Plano Aquatic Center pursuant to Chapter 15, Parks and Recreation, Article IV, User Fees, of Section 15-81, Establishment of a Fee, of the City Code of Ordinances of the City Council of the City of Plano, Texas; and providing an effective date. (Consent Agenda Item “H”)

Resolution No. 2012-12-3(R): To approve the purchase of software maintenance in the amount of \$57,739 from Environmental Systems Research Institute, Inc., a sole source provider; authorizing the City Manager to issue a purchase order for the services; and providing an effective date. (Consent Agenda Item “I”)

Resolution No. 2012-12-4(R): To establish energy conservation goals as required by Texas Health and Safety Code §388.005, as amended by Senate Bill 898 of the 82nd Legislative Session of 2011; requiring the filing of an annual report on compliance with the City’s energy conservation goals with the State Energy Conservation Office (“SECO”) on a form provided by SECO; and providing an effective date. (Consent Agenda Item “J”)

Resolution No. 2012-12-5(R): To approve the terms and conditions of an Interlocal Agreement requesting North Central Texas Council of Governments (NCTCOG) to pursue development of the Cotton Belt Passenger Rail Project utilizing the Public and Private Facilities and Infrastructure Act; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “K”) (adopted with revisions)

END OF CONSENT

Due to a possible conflict of interest, Council Member Dunlap stepped down from the bench on the following item:

Bid No. 2013-25-B for Spectator Covers at Russell Creek, Project 6284 to Jim Bowman Construction Co., L.P. in the amount of \$225,030 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item B”)

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Miner, the Council voted 7-0 to award Spectator Covers at Russell Creek, Project 6284 to Jim Bowman Construction Co., L.P. in the amount of \$225,030.

Council Member Dunlap resumed his seat at the bench.

Public Hearing and Comment - Review of the Consolidated Annual Performance Evaluation Report describing the use of Federal Funds. This report details how the City used U.S. Department of Housing and Urban Development funds during the 2011-2012 grant year. (Regular Agenda Item “1”)

Community Services Manager Day advised that this report represents the second year of operation under the 2010-2014 Consolidated Plan of Housing and Community Development Needs and spoke to the City’s use of American Recovery and Reinvestment Act funds to address homelessness, grant funds for construction efforts and providing any comments received to the Department of Housing and Urban Development. She advised that two of twelve numeric goals have been met.

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

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-26 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended; amending Heritage Resource Designation No. H-4 to allow the additional use of Assembly Hall, on 0.5± acre located at the northwest corner of M Avenue and 16th Street and being more particularly described as Lot 2-B, Block 6, Clint Foreman Heirs Addition, an addition to the City of Plano, Collin County, Texas, presently zoned Multifamily Residence-1 with Heritage Resource Designation H-4; directing a change accordingly in the official Zoning Map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Stanley E. & Pat Black. (Tabled 11/12/12) (Regular Agenda Item “2”)

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Duggan, the Council voted 8-0 to remove the item from the table.

Development Review Manager Firgens spoke to Council’s decision on November 12, 2012, to table the request in order to provide for full participation in its consideration. She advised that there is no revised information to consider with the exception of additional letters in support and stated that because adjacent property owners’ opposition still constitutes more than 20% of the land within the 200-foot notice area, approval requires a three-quarter majority vote. Ms. Firgens advised that the item has been recommended by the Planning and Zoning Commission for approval subject to the following:

1. Allow assembly hall use as defined in Section 1.600 (Definitions) of the Zoning Ordinance, as an additional permitted use with the following restrictions:
 - a. The maximum occupancy for the property (including indoor and outdoor) shall collectively be 45 people (inclusive of staff and guests);
 - b. No outdoor or indoor activity shall occur after 10:00 p.m.; and
 - c. No amplified music allowed on the property.

Ms. Firgens responded to Council Member Dunlap, advising that adjacent property to the north, owned by the applicants, has the ability to provide twelve parking spaces with site plan and platting approval and that the heritage designation can apply to a portion of a lot. She further advised that the applicant would need to demonstrate how they intend to meet parking requirements through the site plan approval process. Mr. Dunlap reviewed several of the uses allowed by right with the underlying Multi-Family-1 zoning including: assisted living, continuing care, household care, daycare and those utilizing a specific use permit including: household care institution, religious facility, and school.

Mayor Dyer opened the Public Hearing. Robert Miklos, representing the applicant, spoke to addition of the bed and breakfast designation in 1992, use of the property for fundraisers and weddings for twenty years and the owners’ believe that the use was permitted based on the property’s history. He spoke to approval by both the Heritage and Planning and Zoning Commissions after their consideration of the location.

Zoning Case 2012-26 (cont'd)

Mr. Miklos spoke to neighbors in support, plans for parking on the property, restrictions in the hours of operation and amplified sound, and the lack of registered complaints. Applicant Pat Black spoke to the cost of property upkeep and advised that previous events ran no later than 11:00 pm. She spoke to passage of the bed and breakfast designation in 1992 without restrictions and the opportunity to put specific limitations in place. Applicant Stan Black thanked the Council for their consideration and spoke to the types of events held, economic impact on the Downtown area, precedent for commercial use in the venue, other commercial operations in the area, and discussions held with Staff and neighbors.

Myra Gordon spoke to events attended at the location and Council consideration of the decisions of both the Heritage and Planning and Zoning Commissions. She spoke to either giving the applicant the opportunity to continue hosting events or risk seeing the home deteriorate. Wendy Hansen spoke in support of the use and economic benefits provided to the downtown area. Allen resident Randy Williams spoke in support of the request, maintaining the viability of the business and compromises agreed to by the applicant. Wylie resident Teresa Kristoff spoke to the lack of evidence related to neighborhood issues with the use, benefits of appropriate zoning to revitalize commerce and the concessions agreed to by the applicants. Frisco resident Nicholas Gibson, and Plano resident Jason VanSickel spoke to the unique and historic nature of the Carpenter House. Plano resident Jacob Namney spoke to the lack of evidence of previous complaints. Kyle Montgomery, spoke in support of the request and compromises made for neighbors. She spoke to issues of traffic, parking, trash and noise in typical single-family neighborhoods. Travis Black spoke to the legacy of the Carpenter House and the potential for disrepair. Marty Younkin spoke in support of the request and typical noise issues in residential areas.

Citizen Randy Wright, representing Citizens Against Spot Zoning, spoke to concerns of the neighborhood including noise, parking, personal safety, food safety, and property values. He spoke in support of a bed and breakfast use, historic properties not typically located in business areas, any change in zoning being permanent in nature, the history of an illegal operation, Staff's recommendation of denial, neighbors' rights and the inappropriateness of spot zoning. No one else spoke for or against the request. The Public Hearing was closed.

Pat Black responded to Council Member Miner, advising that event food is provided through catering and that hosts may bring in wine and/or beer for events. City Attorney Wetherbee advised that on-site residency is a requirement of bed and breakfast use. Council Member Miner stated opposition and spoke to zoning running with the land and concerns that the property is located within a residential neighborhood. He made a motion to deny the request.

Council Member Gallagher spoke to historic districts typically having a blend of commercial and residential uses, prior consideration by members of the Heritage and Planning and Zoning Commissions, and lack of prior complaints against the property. Mayor Dyer advised that since there was no second for the motion made by Council Member Miner, it was removed from the table.

Zoning Case 2012-26 (cont'd)

Council Member Dunlap clarified with Mr. Wright and adjacent property owner Janis Allman, the uses that can be developed by right and by specific use permit on Multi-Family-1 zoned property. Ms. Firgens advised that the bed and breakfast designation remains with the property whether it is utilized or not and that limitations on the number of people for daycare or assisted living facilities would need to be vetted through the Building Inspections Department via the Certificate of Occupancy process. Ms. Black responded to Council Member Dunlap, stating that they were advised in 2000 that no record of issuance of a Certificate of Occupancy could be found and stated agreement with the number of event attendees, parking and audio restrictions. Ms. Firgens responded to the Council, advising that the building is individually dedicated and protected, it can be expanded within guidelines and that religious ceremonies are permitted with compliance.

A motion was made by Council Member Miner and seconded by Mayor Dyer to deny the request. The Council voted 3-5 with Mayor Pro Tem Smith, Deputy Mayor Pro Tem Harris and Council Members Davidson, Duggan and Gallagher voting in opposition. The motion failed.

A motion was made by Council Member Gallagher and seconded by Mayor Pro Tem Smith to approve the request. The Council voted 5-3 with Mayor Dyer and Council Members Dunlap and Miner voting in opposition. Because the Council did not vote to approve by a three-quarter vote, the motion failed.

Public Hearing and adoption of Ordinance No. 2012-12-6 as requested in Zoning Case 2012-50 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 37.4± acres located on the west side of the Dallas North Tollway, 1,200± feet south of Spring Creek Parkway in the City of Plano, Collin County, Texas, from Regional Employment to Commercial Employment; with Specific Use Permit No. 633 so as to allow the additional use of New Car Dealer; 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: Owen Haggard and Acres of Sunshine, LTD. (Regular Agenda Item “3”)

Director of Planning Jarrell advised that the applicant is requesting to rezone the property leaving a strip of land to the west which could serve as a buffer between this use and an existing residential neighborhood. She advised that the Future Land Use Plan recommends major corridor development and that the Planning and Zoning Commission has recommended approval as submitted.

Mayor Dyer opened the Public Hearing. Applicant Owen Haggard spoke to transmission lines on the property and other automobile dealerships in the area. Finley Ewing, President and CEO of The Ewing Automotive Group requested approval of the request and spoke to support of area homeowners and property/sales tax benefits to the City. Bennett Ratliff, President of The Ratliff Group, spoke to planned access to the site from the Dallas North Tollway, homeowner support, and the request's consistency with land use and economic development guidelines. No one else spoke for or against the item. The Public Hearing was closed.

Ordinance No. 2012-12-6 (cont'd)

Upon a motion made by Council Member Dunlap and seconded by Council Member Miner, the Council voted 8-0 to rezone 37.4± acres located on the west side of the Dallas North Tollway, 1,200± feet south of Spring Creek Parkway in the City of Plano, from Regional Employment to Commercial Employment; with Specific Use Permit No. 633 so as to allow the additional use of New Car Dealer; as requested in Zoning Case 2012-50 and as recommended by the Planning and Zoning Commission; and further to adopt Ordinance No. 2012-12-6.

Public Hearing and adoption of Ordinance No. 2012-12-7 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 (Regular Agenda Item "4")

Director of Planning Jarrell advised that this item is related to the previous zoning case as the roadway is no longer required for connectivity. She advised that the Planning and Zoning Commission reviewed the request and found no adverse impact on streets or intersections and further recommends approval as submitted.

Mayor Dyer opened the Public Hearing. Plano citizen Owen Haggard spoke in support of the request. No one else spoke either for or against the request.

Upon a motion made by Council Member Davidson and seconded by Council Member Duggan, the Council voted 8-0 to amend the Thoroughfare Plan map of the Comprehensive Plan as originally adopted by Resolution No. 86-11-22(R) and as recommended by the Planning and Zoning Commission; and further to adopt Ordinance No. 2012-12-7.

Nothing further was discussed. Mayor Dyer adjourned the meeting at 9:36 p.m.

Phil Dyer, MAYOR

ATTEST

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/18/12		
Department:		Facilities		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Michael Parrish x7554				
CAPTION				
Bid No. 2013-29-B for Fleet Maintenance Building Lighting Upgrades - Project No. 6238 for the Facilities Department to Groves Electrical Service, Inc. in the amount of \$67,122, 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: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	387,836	155,923	0	543,759
Encumbered/Expended Amount	-387,836	-42,754	0	-430,590
This Item	0	-67,122	0	-67,122
BALANCE	0	46,047	0	46,047
FUND(s): CAPITAL RESERVE				
COMMENTS: Funds are included in the FY 2012-13 Capital Reserve Fund. This item, in the amount of \$67,122, will leave a current year balance of \$46,047 for the Equipment & Fleet Services project.				
STRATEGIC PLAN GOAL: Lighting upgrades at the Fleet maintenance building relate to the City's Goal of Financial Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff recommends the bid of Groves Electrical Service, Inc. in the amount of \$67,122 be accepted as the lowest, responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents.				
List of Supporting Documents: Award Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies	



To: Michael Parrish, Buyer II
From: Richard Medlen
Facilities Maintenance Superintendent
Date: December 5, 2012
Subject: Evaluation for Fleet Lighting Upgrades

I have reviewed the bids submitted for the Lighting Upgrades for the Bay areas at Fleet Services and I recommend award to the lowest responsive responsible bid that meets specifications from Groves Electrical Service, Inc. for the amount of \$67,122.00.

The upgrade in lighting is required to bring the lighting levels up to Industry recommended levels in FT Candle's for mechanics working on vehicles. The new LED fixtures will also save an estimated \$8,000 annually in electrical utility costs. The funding for the project is in Capital Reserve account 54403 Energy Reduction.

Please contact me if you any questions.

Thank you.

/lb

Cc: Jim Razinha
Janette Weedon
Earl Whitaker
Steve Healy

CITY OF PLANO

**BID NO. 2013-29-B
FLEET MAINTENANCE BUILDING LIGHTING UPGRADES –
PROJECT NO. 6238
BID RECAP**

Bid opening Date/Time: November 27, 2012 @ 2:00 PM

Number of Vendors Notified: 1741

Vendors Submitting “No Bids”: 0

Number of Bids Submitted: 6

Total Bid:

Groves Electrical Service, Inc.	\$ 67,122.00
Environmental Lighting Service LLC	\$ 68,281.28
Facility Solutions Group	\$ 69,900.00
Ashley Automation and Technology, Inc.	\$ 72,527.71
We Build, Inc.	\$ 76,180.00
Kennedy Electric, Inc.	\$106,753.00

Recommended Vendor:

Groves Electrical Service, Inc. \$67,122

Michael Parrish

November 27, 2012

Michael Parrish, Buyer II

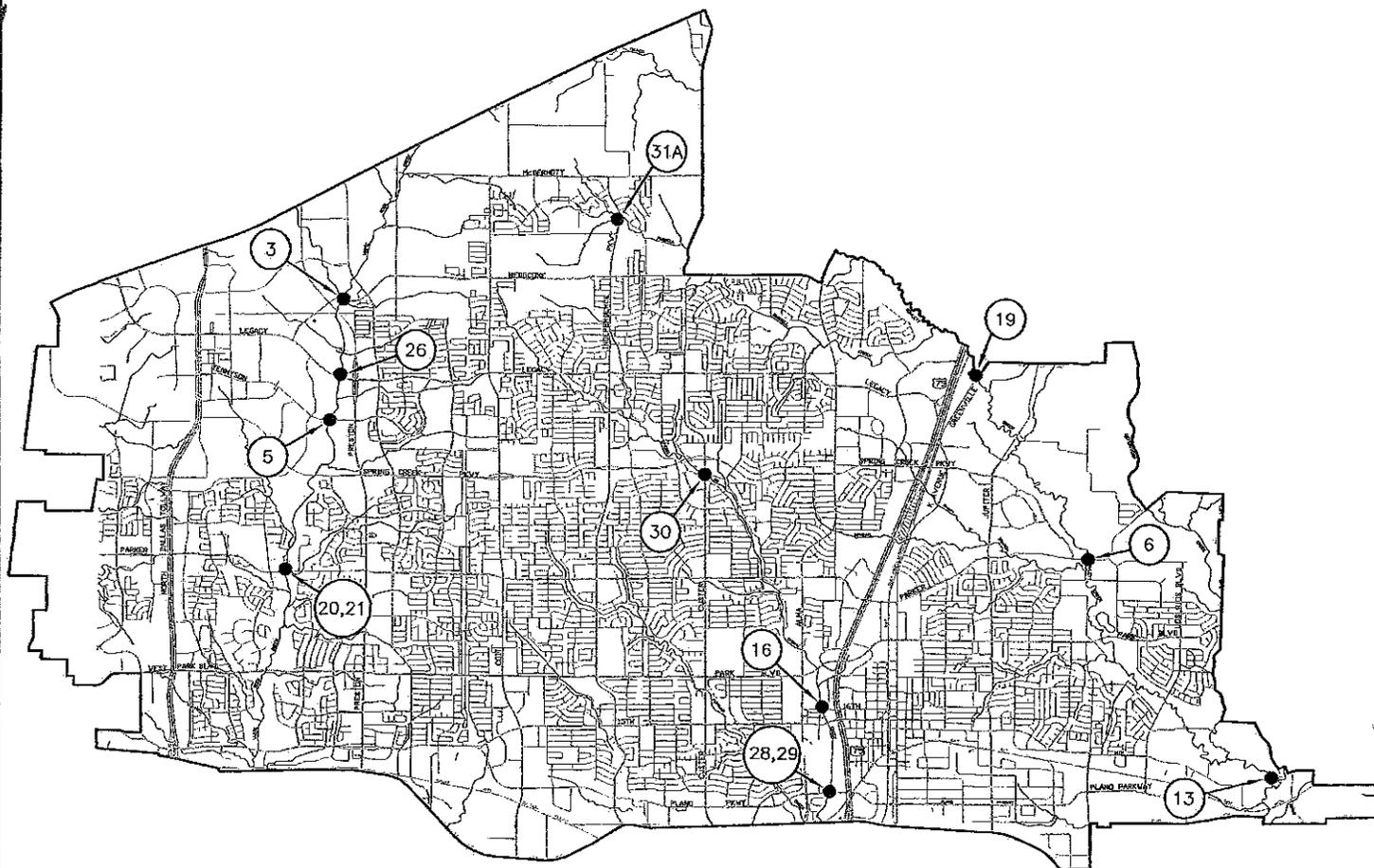
Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/18/12		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)	
			Project No. 6154	
CAPTION				
Bid No. 2013-27-B for the Bridge Repairs project to L.C. Jordan & Son, in the amount of \$951,398 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: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	96,560	1,283,440	1,060,000	2,440,000
Encumbered/Expended Amount	-96,560	-23,940	0	-120,500
This Item	0	-951,398	0	-951,398
BALANCE	0	308,102	1,060,000	1,368,102
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are included in the FY 2012-13 Street Improvement CIP. This item, in the amount of \$951,398, will leave a current year balance of \$308,102 for the Bridge Inspection/Repair project.</p> <p>STRATEGIC PLAN GOAL: Bridge repairs at various locations throughout the City relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the alternate bid for green cement from L.C. Jordan & Son, in the amount of \$951,398.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.</p> <p>The second vendor being recommended is GHB Equipment Company, in the amount of \$1,080,654.00.</p> <p>Engineer's estimate was \$1,119,031.50.</p> <p>The project will provide various repair items at 13 bridge locations in the City of Plano.</p> <p>The project includes repair of cracked wingwalls and backwalls, spalled decking and approach slabs, scour at rip rap and columns, damaged/corroded railings, and other miscellaneous repairs.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map, Bid Summary			N/A	

PLANO BRIDGE REPAIRS
 PROJECT NUMBER 6154
 CIP NUMBER 37579



VICINITY MAP

BRIDGE	ROADWAY	FEATURE CROSSED
3	HEDGCOXE	WHITE ROCK CREEK
5	TENNYSON PKWY	WHITE ROCK CREEK
6	PARKER ROAD	ROWLETT CREEK
13	14TH STREET (FM 544)	ROWLETT CREEK
16	16TH STREET	SPRING CREEK
19	AVENUE K (HWY 5)	ROWLETT CREEK
20,21	PARKER ROAD	WHITE ROCK CREEK
26	LEGACY BLVD	WHITE ROCK CREEK
28,29	PLANO PARKWAY	SPRING CREEK
30	CUSTER ROAD	SPRING CREEK
31A	INDEPENDENCE PKWY	RUSSELL CREEK

CITY OF PLANO

BID NO. 2013-27-B BRIDGE REPAIRS – PROJECT NO. 6154 BID RECAP

Bid opening Date/Time: November 15, 2012 @ 2:00 PM

Number of Vendors Notified: 1,622

Vendors Submitting “No Bids”: 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted: 4

	<u>Total Base Bid</u>	<u>Total Alternate Bid</u>
L.C. JORDAN & SON	\$ 951,398.00	\$ 951,398.00
GHB EQUIPMENT CO.	\$1,080,654.00	\$1,080,654.00
GIBSON & ASSOCIATES	\$1,229,965.30	\$1,229,965.30
JIM BOWMAN CONSTRUCTION	\$1,230,633.00	\$1,230,633.00

Recommended Vendor:

L.C. JORDAN & SON \$951,398.00

Perry Neeley

November 21, 2012

Perry Neeley, Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	12/18/12
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Bid No. 2013-26-B for Oak Point Park & Nature Preserve, North Trail Extension to Parkscape Construction, Inc., in the amount of \$1,146,448 and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	141,629	3,269,785	1,750,000	5,161,414
Encumbered/Expended Amount	-141,629	-121,844	0	-263,473
This Item	0	-1,146,448	0	-1,146,448
BALANCE	0	2,001,493	1,750,000	3,751,493

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds are included in the FY 2012-13 Park Improvement CIP. This item, in the amount of \$1,146,448, will leave a current year balance of \$2,001,493 for the 09-Oak Point Park Development project.

STRATEGIC PLAN GOAL: Continued development of Oak Point Park relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

Staff recommends that the bid received from Parkscape Construction, Inc., in the amount of \$1,146,448 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The project includes the construction of new concrete recreational trail, prefabricated pedestrian bridge connection across Rowlett Creek, culvert crossings in various locations, crossings under Jupiter Road and K Avenue, trail connections to neighborhoods, grading and drainage improvements, and picnic tables and benches adjacent to the trail. This section of trail will begin in Oak Point Park near the existing parking lot and continue under Jupiter Road and K Avenue where it will connect to existing trail in the City of Allen. This trail will complete a major connection to the City of Allen and a major east/west trail connection for the City of Plano. This will provide for a continuous recreation trail from the south end of Bob Woodruff Park to Preston Road where Bluebonnet Trail currently ends. This project accomplishes a major trail connection identified in the 6 Cities Trail Plan.

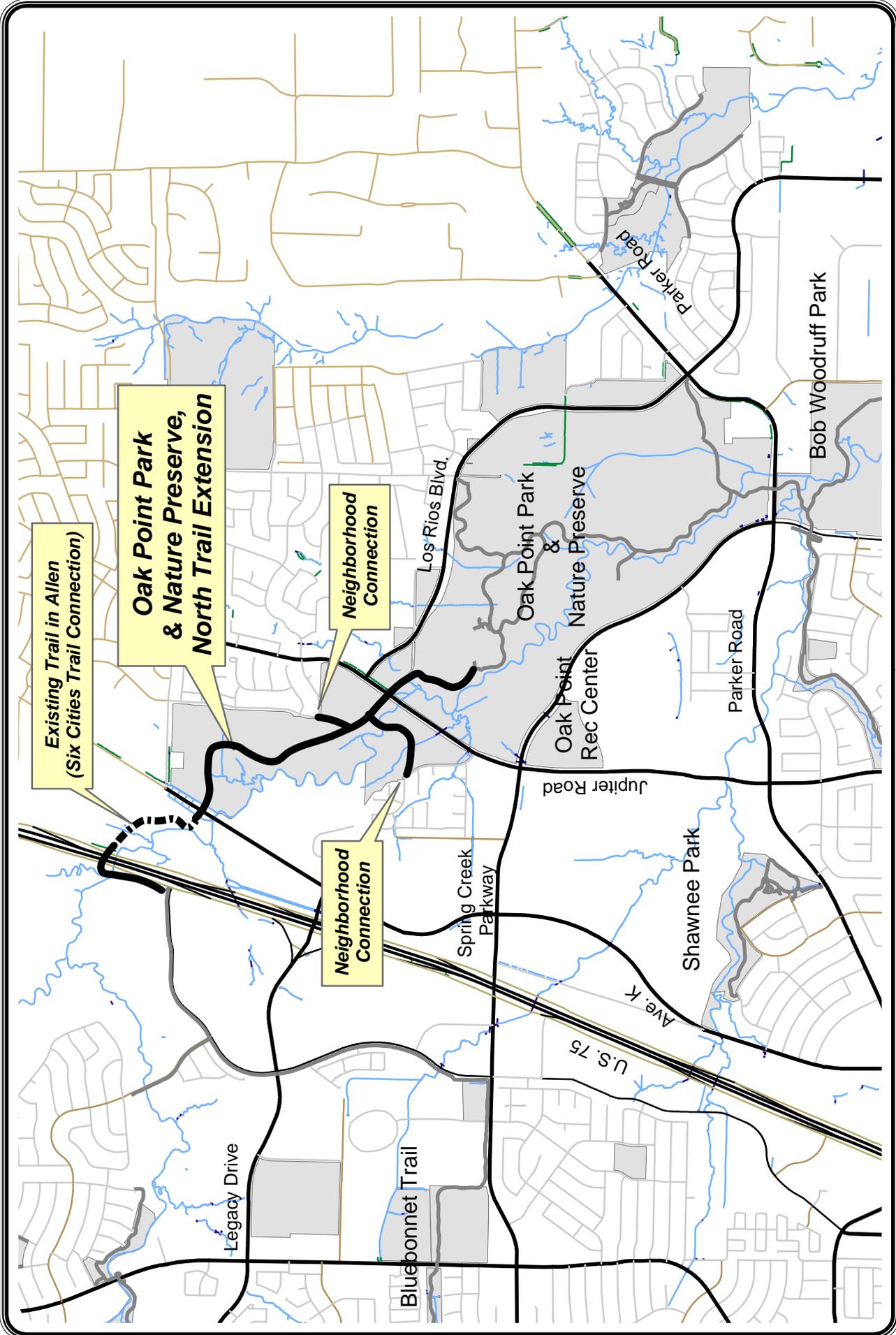


CITY OF PLANO COUNCIL AGENDA ITEM

The low bid is under the consultant's estimate of \$1,300,000. In the event Parkscape Construction, Inc. fails to execute contract documents, staff recommends the bid of 2L Construction, LLC in the amount of \$1,240,566.

This project is partially funded by Collin County Park and Open Space Grant in the amount of \$250,000.

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



Oak Point Park & Nature Preserve - North Trail Extension

CITY OF PLANO
2013-26-B
OAK POINT PARK & NATURE PRESERVE NORTH TRAIL EXTENSION
PROJECT NO 6180

BID RECAP

Bid opening Date/Time: November 12, 2012 @ 2:00 pm

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 9

PARKSCAPE CONSTRUCTION, INC	\$1,146,448.00
2L CONSTRUCTION, LLC	\$1,240,566.00
JIM BOWEN CONSTRUCTION CO, L.P.	\$1,314,551.00
HQS CONSTRUCTION	\$1,318,700.00
WALL ENTERPRISES	\$1,321,500.00
JESKE CONSTRUCTION CO	\$1,372,204.00
DCI CONTRACTING, INC	\$1,400,148.00
ROESCHCO CONSTRUCTION, INC	\$1,613,359.25
NORTHSTAR CONSTRUCTION, INC	\$1,619,000.00

Recommended Vendors:

PARKSCAPE CONSTRUCTION, INC	\$1,146,448.00
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Nicole Griffin

Nicole Griffin
Buyer II

November 15, 2012

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/18/12			
Department:		Customer & Utility Services			
Department Head		Denise Tacke			
Agenda Coordinator (include phone #): Earl S. Whitaker X7074					
CAPTION					
RFP No. 2012-264-C for a one (1)-year contract with three (3) City optional renewals for Utility Bill Printing, Mailing & Offset Printing Services to CSG Systems, Incorporated in the estimated amount of \$158,761, 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:	2012-13, 2013-14, 2014-15, 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	216,444	476,283	692,727
Encumbered/Expended Amount		0	-48,268	0	-48,268
This Item		0	-158,761	-476,283	-635,044
BALANCE		0	9,415	0	9,415
FUND(S): WATER & SEWER FUND, VARIOUS OTHER FUNDS					
<p>COMMENTS: This item approves price quotes and expenditures for FY 2012-13. Expenditures will be made in the Utility Billing Field Services and other City department budgets based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent by Utility Billing in FY 2012-13 is \$77,601, and the estimated 2012-13 amount by other departments is \$81,160. The estimated future annual amount is \$476,283 (or \$158,761 for each of the three (3) additional years of the contract), and will be based on need within annually approved budget appropriations.</p> <p>STRATEGIC PLAN GOAL: The contracted printing and mailing of Utility Bills relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
Staff recommends the Request for Proposal of CSG Systems, Incorporated in the estimated amount of \$158,761, be accepted as the best value proposal, and conditioned upon timely execution of any necessary contract documents for Utility Bill Printing, Mailing & Offset Printing Services.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo, RFP Recap			N/A		



Date: November 28, 2012
To: Diane Palmer-Boeck, Chief Purchasing Officer
From: Stephanie Foster, Customer & Utility Services Manager
Subject: Utility Bill Printing, Mailing & Offset Printing Services – RFP No. 2012-264-C

The Evaluation Team for the Utility Bill Printing, Mailing & Offset Printing Services evaluated proposals from twelve (12) companies.

Award recommendation was based on the following evaluation criteria:

Price – 50% (35% printing, mailing of regular & delinquent bills, 15% offset printing inserts)
The extent to which the vendor meets or exceeds the needs of the City – 20%
Reputation based on Client Work History – 15%
Printing in house – 10%
Environmental Preferable Products – 5%

Questmark proposed the lowest cost of services; however, after seeing samples of their printing, the evaluation team did not feel they would provide a product that meets the quality that the City of Plano expects.

The initial request of samples was not indicative to the level of quality we (Customer & Utility Services and the citizens) are accustomed to receiving at the City of Plano. Some of the samples did not have the proper alignment in the text boxes, the color was not vibrant, the logos were not distinct, the edges were not cut evenly and several samples were smudged. We then requested Questmark submit their best and final offer and provided them with samples of our current inserts, utility bill and delinquent bill to show the level of quality that was expected. They were also informed to take in consideration the information included in the original RFP when providing new samples. Questmark then submitted their best and final offer which included additional insert samples. These inserts were printed on the incorrect paper weight and had a glossy finish; therefore, we were unable to equally compare them to our current inserts. The paper used would cause our cost of postage to increase due to the extra weight, which is unacceptable.

After giving Questmark two opportunities to demonstrate the quality of work they are capable of producing, they failed to prove they can fully meet some of the requirements of our specifications. We are uncertain of the type of quality, product and services we will receive. It's the "unknown" that concerns us the most.

CSG ranked the highest in the overall scoring. Their cost for printing regular bills and delinquent bills was the lowest, but the cost for offset printing inserts was the second lowest which made them rank

second in overall cost. CSG is our current vendor and has been for the past twelve years. They have a proven reputation and have always provided a high level of service and quality printing to the City of Plano.

The evaluation team concludes that CSG best meets the specifications outlined in the RFP for the services requested. Choosing CSG will eliminate implementation time and training as well as the need to establish a relationship with our current billing vendor.

Therefore, we recommend award to CSG in the amount of \$158,760.87.

CITY OF PLANO

RFP NO. 2012-264-C RFP Utility Bill Printing, Mailing & Offset Printing Services RFP RECAP

Proposal opening Date/Time: September 14, 2012 @ 10:00 AM

Number of Vendors Notified: 2698

Vendors Submitting "No Bids": 4

Number of Bids Submitted: 12

Company

Questmark Information Management	\$128,959.99
CSG Systems, Incorporated	\$158,760.87
InfoSend Inc.	\$180,758.77
Direct Mail Partners	\$183,285.09
DP2 Billing Solutions	\$192,327.33
High Cotton USA	\$192,351.45
Best Practice Systems	\$198,688.72
KUBRA	\$200,722.17
Pinnacle Data Systems	\$238,906.86
O'Neil	\$244,490.86
The Data Center	\$254,511.71
Electronic Output Solutions	\$772,848.74

Recommended Vendor(s):

CSG Systems, Incorporated	\$158,760.87
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Earl S. Whitaker

December 3, 2012

Earl S. Whitaker, Buyer Supervisor

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	12/18/12
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Rejection of Bid No. 2013-16-B for Arbor Hills Nature Preserve - Parking Addition, No. 6144 from all Bidders.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	29,185	429,912	0	459,097
Encumbered/Expended Amount	-29,185	-5,097	0	-34,282
This Item	0	0	0	0
BALANCE	0	424,815	0	424,815

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: This item has no fiscal impact.

STRATEGIC PLAN GOAL: Rejection of all bids for the Arbor Hills Nature Preserve project relates the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

Staff recommends the rejection of all bids because it is not to the City's advantage to construct the project for these amounts. The project will be rebid with reductions in scope of work to meet budget requirements.

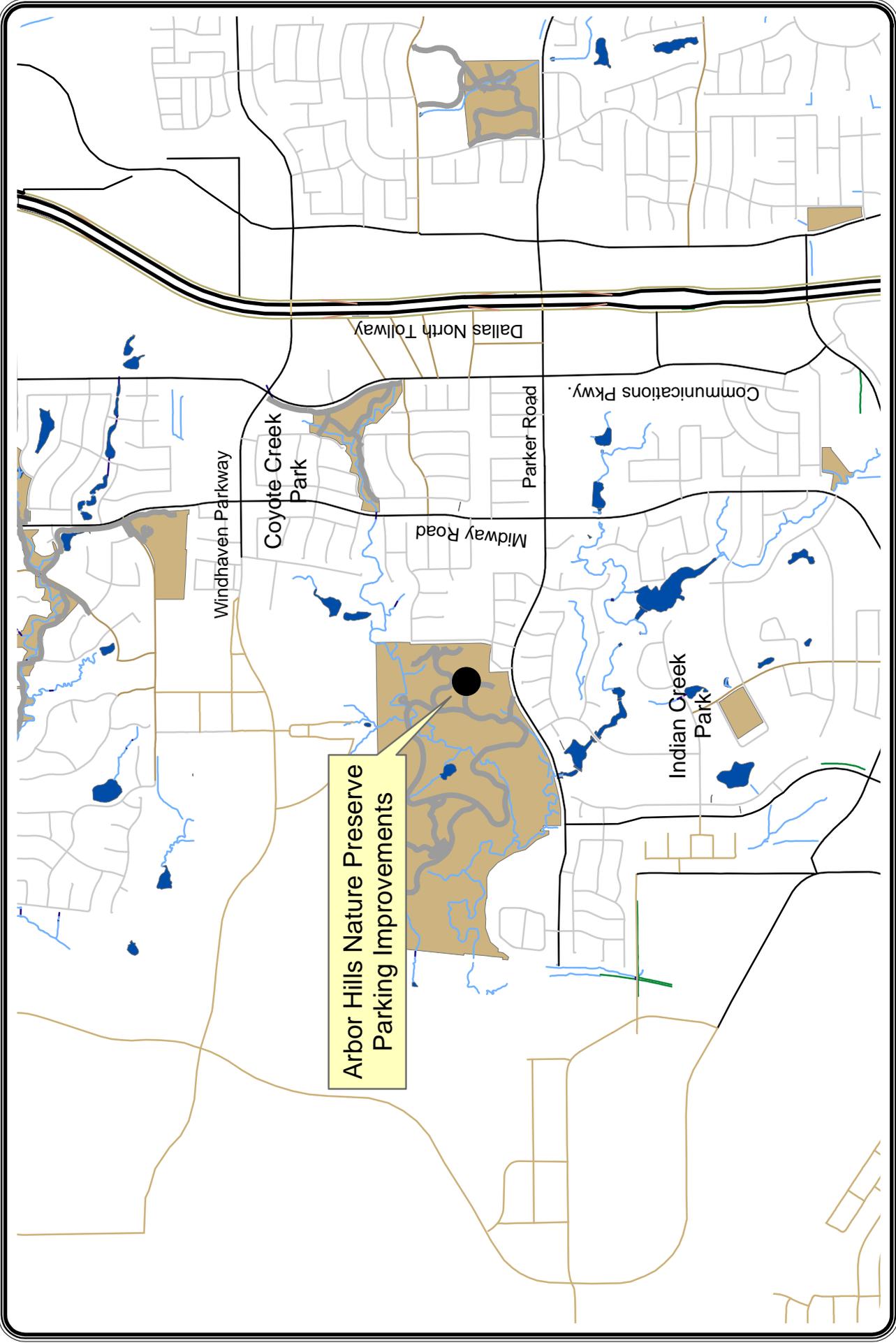
The project includes the addition of 77 parking spaces, bridge erosion repairs, additional trail, turf and native vegetation improvements.

The low bid of \$561,379 submitted by Core Construction Services of Texas, Inc. is significantly higher than the consultant's estimate of \$428,000. Staff will work with the design consultant to modify the project scope to be within the project budget of \$424,000.

List of Supporting Documents: Location Map Bid Recap	Other Departments, Boards, Commissions or Agencies
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Arbor Hills Nature Preserve - Parking Improvements



CITY OF PLANO

**BID NO. 2013-16-B
Arbor Hills Nature Preserve - Parking Addition Project No 6144**

BID RECAP

Bid opening Date/Time: November 2, 2012 @ 2:00 pm

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 7

VENDORS:	BASE BID TOTAL
CORE CONSTRUCTION SERVICES OF TEXAS, INC.	\$561,379.00
WALL ENTERPRISES	\$629,808.00
2L CONSTRUCTION, LLC.	\$706,464.00
NORTHSTAR CONSTRUCTION	\$729,350.00
HQS CONSTRUCTION	\$744,285.00
RATLIFF HARDSCAPE	\$900,023.30
PAVECON	\$965,818.00

Recommended Vendors:

CORE CONSTRUCTION SERVICES OF TEXAS, INC.	\$561,379.00
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Nicole Griffin

November 2, 2012

Nicole Griffin
Buyer II

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/18/12		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Earl Whitaker x7074				
CAPTION				
To approve the purchase of one (1) Caterpillar 906H2 Compact Wheel Loader for Fleet Services, to be utilized by Compost Operations in the amount of \$73,732, from Holt Cat, through an existing contract/agreement with National Intergovernmental Purchasing Alliance (National IPA), and authorizing the City Manager to execute all necessary documents. (National IPA Contract #120377)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	88,000	0	88,000
Encumbered/Expended Amount		0	0	0
This Item	0	-73,732	0	-73,732
BALANCE	0	14,268	0	14,268
FUND(S): EQUIPMENT REPLACEMENT FUND & SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND				
<p>COMMENTS: Funds in the amount of \$88,000 were included in the FY 2011-12 Adopted Budget to purchase One (1) Caterpillar 906H2 Compact Wheel Loader for the scheduled replacement of unit #03506 Cost Center #714/Compost Operations. However, this item was not purchased in FY 2011-12 and thus, funding was carried-forward to FY 2012-13. The remaining balance of \$14,268 will be used for other equipment replacement purchases.</p> <p>STRATEGIC PLAN GOAL: Providing a Caterpillar Compact Wheel Loader for the City's Fleet Services Department relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the purchase of one (1) Caterpillar 906H2 Compact Wheel Loader for Fleet Services, to be utilized by Compost Operations in the amount of \$73,732, from Holt Cat, through an existing contract/agreement with National Intergovernmental Purchasing Alliance (National IPA). The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271 subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (National IPA Contract #120377 / City of Plano Internal Contract No. 2013-10-B)</p>				
List of Supporting Documents: Award Memo			Other Departments, Boards, Commissions or Agencies N/A	



MEMORANDUM

Date: November 28, 2012
To: Bruce D. Glasscock, City Manager
From: Reid Choate, Fleet Manager
Subject: **Compact Wheel Loader Purchase Recommendation**

It is the recommendation of Fleet Services to purchase one (1) Caterpillar 906H2 Compact Wheel Loader from Holt Cat through the National IPA contract #120377 in the amount of \$73,732.00. Prior to selecting the National IPA contract to purchase this equipment, Purchasing researched the Buy Board cooperative contract to evaluate its pricing for this equipment. Buy Board did not offer the 906H2 Compact Wheel Loader, thus the selection of the National IPA contract.

This loader is for the scheduled replacement of unit 03506 in Cost Center 714/ Compost Operations.

The department has funds approved to upgrade the skid loader with a compact wheel loader to be outfitted with a one and two yard bucket as well as a set of pallet forks. This loader will be used for loading residential customers, moving 4000 pound totes of colorant, as well as loading the hopper for the bagging operation and moving and loading pallets for commercial pallet deliveries.

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

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



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/18/2012		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Dianna Wike x7549				
CAPTION				
To approve the purchase of additional storage hardware and support services for the Storage Area Network (SAN), in the amount of \$54,127, from Lumenate Technologies, LP, an authorized reseller of NetApp, Inc. hardware, through an existing contract with the Department of Information Resources and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1458)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	500,000	0	500,000
Encumbered/Expended Amount	0	-139,594	0	-139,594
This Item	0	-54,127	0	-54,127
BALANCE	0	306,279	0	306,279
FUND(s): TECHNOLOGY FUND				
COMMENTS: Funds are included in the Technology Fund budget for equipment for the Emergency Operations Center (EOC) Server Room. The balance of funds will be used for other items related to the EOC Server Room project.				
STRATEGIC PLAN GOAL: The purchase of additional storage hardware and support services relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The Technology Services staff recommends the approval of the purchase of additional storage hardware and support services for the Storage Area Network (SAN), in the amount of \$54,127, from Lumenate Technologies, LP, an authorized reseller of NetApp, Inc hardware, through an existing contract with the Department of Information Resellers. The additional storage is required to support the expansion of our document management application and to implement other means to reduce the long term costs for storing data. The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR-SDD-1458)				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	

Memo

Date: 12/3/2012

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: David Stephens, Director Technology Services

RE: Storage Area Network Additional Disk Purchases

Technology Services desires to purchase additional storage for its storage area network (SAN). The SAN provides a method for centralized management of storage for most city applications. The SAN is capable of supporting high speed disks for “on-line” storage where immediate storage and retrieval is required and “near-line” storage where data is stored for long term use but only occasionally accessed. This purchase would increase the amount of “near-line” storage as we expand our document management application and implement other means to reduce the long term costs for storing data.

We propose purchasing storage hardware to add 36 terabytes of data to our SAN. The NetApp hardware is available under contract with the State of Texas Department of Information Resources. The reseller for this contract is Lumenate and the contract is DIR-SDD-1458. This purchase is a follow up to the SAN order we had placed with Lumenate in March 2012. The terms of CSP 2012-84-C allowed the City to maintain the 45% price decrease on all future hardware associated with the SAN from Lumenate.

Without the purchase of this additional storage, the City of Plano will have to use existing, expensive high speed storage to store data that is not accessed on a regular basis. We would eventually have to purchase additional storage to augment the storage that is used up by the long term storage needs.

This purchase would be in the amount of \$54,126.84. This is broken down into \$32,015.77 for hardware and \$22,111.07 in support services.



**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:	12/18/2012
Department:	Technology Services
Department Head	David Stephens
Agenda Coordinator (include phone #): Dianna Wike x7549	

CAPTION

To approve the purchase of a new licensing model and annual maintenance and support for (1) year with (3) City optional one year renewals, for Laserfiche software , in the amount of \$76,396, from VP Imaging, Inc., dba DocuNav Solutions, through an existing contract with the Department of Information Resources and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1453)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2012-13, 2013-14, 2014-15, 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	3,186,621	160,096	3,346,717
Encumbered/Expended Amount	0	-846,211	0	-846,211
This Item	0	-76,396	-160,096	-236,492
BALANCE	0	2,264,014	0	2,264,014

FUND(S): TECHNOLOGY SERVICES FUND

COMMENTS: This item approves price quotes and expenditures for FY 2012-13. Expenditures will be made in the Technology Services budget based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY 2012-13 is \$76,396. The estimated future amount is \$160,096 (or \$53,365 for each of the three (3) additional years of the contract), and will be based on need within annually approved budget appropriations.

STRATEGIC PLAN GOAL: Agreements for document management system licensing, maintenance and support relate to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

The Technology Services staff recommends the approval of the purchase of a new licensing model and annual maintenance and support for (1) year with (3) City optional one year renewals for Laserfiche software in the amount of \$76,396 for the first year and \$53,365 each year thereafter, from VP Imaging, Inc., dba DocuNav Solutions, through an existing contract with the Department of Information Resellers. Laserfiche software was adopted as the city-wide document management system in 2006. If we were not able to provide support to this system the departments may lose access to documents that are stored electronically. The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR-SDD-1453)



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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

Memo

Date: 12/5/2012

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: David Stephens, Director Technology Services

RE: Laserfiche new license model adoption

Technology Services desires to accept the new licensing model that Laserfiche will be using for its document management software system. Currently we have a defined number of concurrent licenses that allow up to 30 users to access the Laserfiche system at one time. The new licensing model will allow over 219 users to access the system at any time and also allow additional functionality.

DocuNav Solutions has been providing support since we installed Laserfiche in 2006. Since the original installation DocuNav Solutions has also incorporated some of their proprietary software to augment Laserfiche services. DocuNav Solutions is an authorized Laserfiche reseller on the State of Texas Department of Information Resources contract DIR-SDD-1453.

The change to our licensing model will give us credit for licenses we have already purchased and for any maintenance we have purchased. The cost for the license conversion is \$44,398.25 and the maintenance until December 2013 is \$31,997.78. The maintenance and software support costs for the next three years will be \$53,365.32 each year, which includes a 10% discount.

Laserfiche has been adopted as the city-wide document management system. Departments such as City Secretary, Customer Utility Services, Engineering, Facilities, Fire Inspection, HR, Parks & Recreation, Planning, GIS, Property Standards, Public Information Office, Public Works, Records Management, and Risk Management are currently using this system. Building Inspection and Health will be implementing this system in next few months. 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:		12/18/2012		
Department:		Public Works / David Falls		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Kim McFarland (972-769-4109)				
CAPTION				
<i>To Jerusalem Corporation, increasing the contract by \$77,567 for the 2011-12 Arterial Pavement Rehab K Avenue – SH 190 to Chaparral Road, Project No. 6183, Change Order No. 3, Bid No. 2012-93-B, and authorizing the City Manager or his designee to execute all necessary documents.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,895,291	7,490,319	2,300,000	11,685,610
Encumbered/Expended Amount	-1,895,291	-963,556	0	-2,858,847
This Item	0	-77,567	0	-77,567
BALANCE	0	6,449,196	2,300,000	8,749,196
FUND(S): CAPITAL RESERVE				
<p>COMMENTS: Funds are included in the FY 2012-13 Capital Reserve Fund. This item, in the amount of \$77,567, will leave a current year balance of \$6,449,196 for the Arterial Concrete Repair project.</p> <p>STRATEGIC PLAN GOAL: Arterial concrete repairs relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This change order is for additional concrete paving repairs in the project area. As the project progressed additional areas of concrete paving were identified as being in need of repair. While working in the area, the size of repairs identified has increased since the original inventory and new locations were identified. The inventory for this project was completed in September 2011.</p> <p>Staff recommends approval of Change Order No. 3. The total Contract will be \$721,703.90 which is a 21.78% increase of the original contract amount of \$592,625.30.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Change Order No. 3; Location Map				

CHANGE ORDER NO. 3
2011-12 ARTERIAL PAVEMENT REHAB K AVENUE-SH190 TO CHAPARRAL ROAD
PROJECT NO. 6183
PURCHASE ORDER NO. 104062
CIP NO. 51131
BID NO. 2012-93-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 **JERUSALEM CORPORATION** for the **2011-12 ARTERIAL PAVEMENT REHAB K AVENUE-SH190 TO CHAPARRAL ROAD PROJECT**, dated March 26, 2012.

B. DESCRIPTION OF CHANGE

The change order is for additional pavement repair on K Avenue from Park Blvd to SH190 that has been identified due to additional locations developing since the original inventory was completed in 2011.

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>
100	Full Depth Saw Cut, R/D of Saw Water Sludge	19,589	17,017	LF	\$ 1.50	-\$3,858.00
101	F/I Longitudinal & Transverse Butt Joint	19,589	17,017	LF	\$ 2.70	-\$6,944.40
102	R/D Concrete Street Paving	8,147	10,108	SY	\$5.50	\$10,785.50
103	F/I 8" Concrete Street Paving	8,147	10,108	SY	\$51.00	\$100,011.00
104	F/I 6" Monolithic Curb	5,487	4,460	LF	\$4.00	-\$4,108.00
105	R/F/I 4" Sidewalk	13,080	8,854	SF	\$3.25	-\$13,734.50
106	F/I Monolithic Median Nose	10	6	EA	\$500.00	-\$2,000.00
107	R/R Concrete Drive Approach	100	0	SY	\$43.00	-\$4,300.00
108	F/I Concrete BFR TYP C	1	0	EA	\$700.00	-\$700.00
109	F/I Concrete BFR TYP D	20	27	EA	\$345.00	\$2,415.00
	TOTAL:					\$77,566.60

Original Contract Amount	\$	<u>592,625.30</u>
Contract Amount (Including Previous Change Orders)	\$	<u>644,137.30</u>
Amount, Change Order No. 3	\$	<u>77,566.60</u>
Revised Contract Amount	\$	<u>721,703.90</u>
Total Percent Increase Including Previous Change Orders		<u>21.78%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **13** day(s) to this project:

Original Contract Time	<u>100 working days</u>
Amount (Including Previous Change Orders)	<u>109 working days</u>
Amount, Change Order No. 3	<u>13 working days</u>
Revised Contract Time	<u>122 working days</u>
Total Percent Increase Including Previous Change Orders	<u>22.00%</u>

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **JERUSALEM CORPORATION**, do hereby agree to append this Change Order No. 3 to the original contract between themselves, dated March 26, 2012.

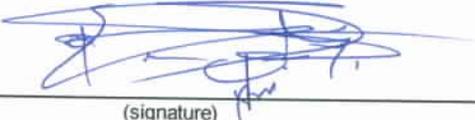
F. AUTHORITY TO SIGN

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: JERUSALEM CORP

By: _____
(signature)

By: 
_____ (signature)

Print
Name: Bruce D. Glasscock

Print
Name: Jerusalem A. Alhakim

Print
Title: City Manager

Print
Title: President

Date: _____

Date: 11-16-2012

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the SIXTEENTH day of NOVEMBER, 2012, by JERUSALEM A. ALHAKIM, PRESIDENT, of JERUSALEM CORPORATION, a TEXAS corporation, on behalf of said corporation.



[Handwritten Signature]

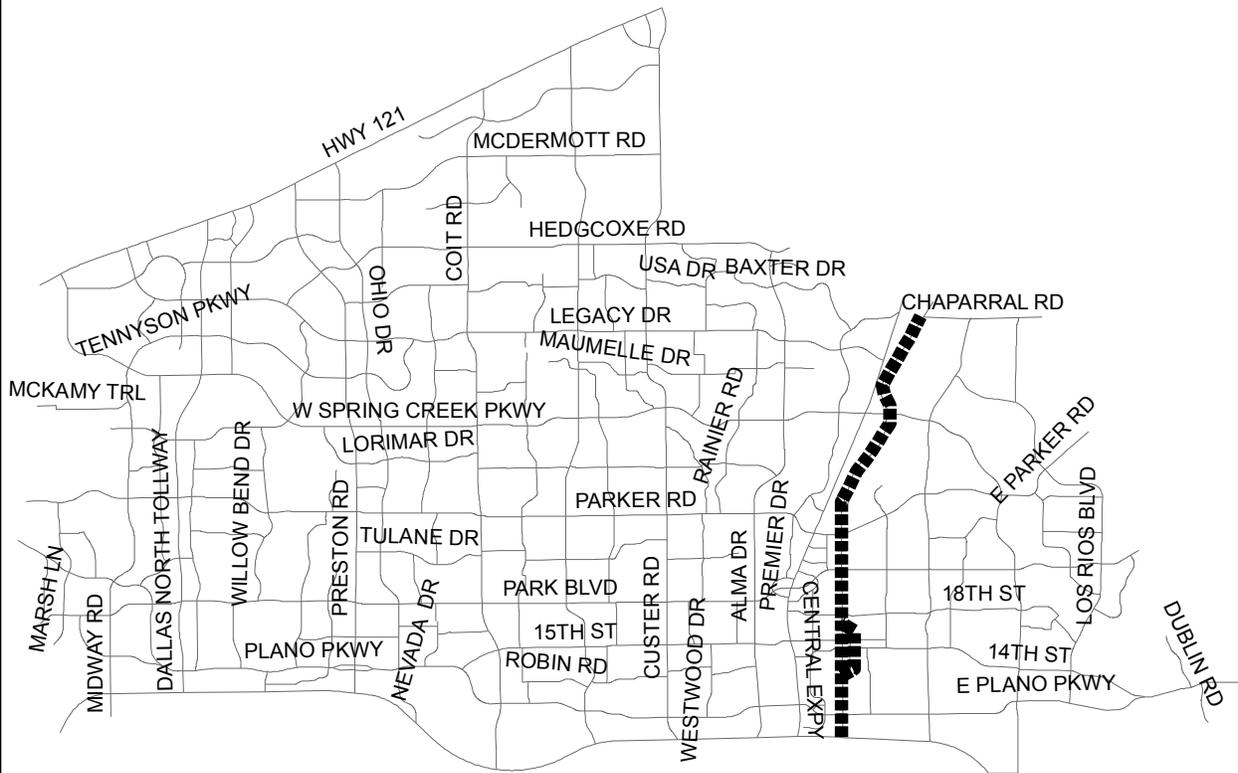
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

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:		12/18/12			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): Linda Thomason 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 Intelimedia Communication, Inc. 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:	2012-13 through 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	25,794,814	0	25,794,814
Encumbered/Expended Amount		0	-30,800	-13,647,593	-13,678,393
This Item		0	-20,000	0	-20,000
BALANCE		0	25,744,014	-13,647,593	12,096,421
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 Intelimedia Communication, Inc. to retain and consolidate its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. Intelimedia Communication, Inc. agrees to occupy 18,300 square feet of office space at 1255 West 15 th Street and to retain, create or transfer 50 jobs by 4/1/13.					
List of Supporting Documents: Resolution Economic Development Incentive Agreement			Other Departments, Boards, Commissions or Agencies		

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Intelemedia Communication, Inc. 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 Intelemedia Communication, Inc. 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 18th day of December, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), a Texas home-rule municipal corporation, and Intelmedia Communication, Inc., a Texas corporation (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of IVR call management solutions and plans to add Two Hundred, Twenty-Five Thousand Dollars (\$225,000) of Real Property improvements and One Hundred Thousand Dollars (\$100,000) of Business Personalty property on the Real Property; and

WHEREAS, Company agrees to occupy at least 18,300 gross square feet of office space and retain or create up to 50 Job Equivalents to be located on the Real Property for the term of this Agreement; and

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

WHEREAS, the Council finds that the occupancy of at least 18,300 gross square feet of office space and the retention or creation of up to 50 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 Intelemedia Communication, Inc., a Texas 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 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 1255 W. 15th Street, Suite 700, Plano, Texas 75075.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until October 31, 2018, 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, 2013, occupy at least 18,300 gross square feet of office space on the Real Property throughout the term of the Agreement; and

(b) By April 1, 2013, retain or create at least 50 Job Equivalents to the Real Property and maintain those Job Equivalents on the Real Property throughout the Agreement; and

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

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of Twenty Thousand Dollars (\$20,000) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

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

(a) By April 1, 2013, Company shall occupy not less than 18,300 gross square feet of office space and retain or create at least 50 Job Equivalents to the Real Property to be eligible to receive a payment of Twenty Thousand Dollars (\$20,000). The payment will not be pro-rated and will not be paid before January 2014. Job Equivalents added subsequent to April 1, 2013 shall not be compensated. **Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III not later than January 31, 2014. 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. **In no event will grant payment be made to Company prior to January 2014.**

(b) Beginning January 2015, Company must submit an annual certification on the form attached hereto as Exhibit "B" not later than January 31 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 31 deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City's right to a full refund, including damages, as set out in Section 4.03.

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

4.03 **Refund/Default.**

(a) If the Company fails to meet the required number of Job Equivalents for more than 180 consecutive days 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 Four Hundred Dollars (\$400) 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 City notifies the Company of the conviction.

Article V Termination

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

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

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

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

5.02 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior

to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

Article VI Retention and Accessibility of Records

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

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

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

Article VII Assignment

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than

ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

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

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

Article VIII Miscellaneous

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

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

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

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

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

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

If intended for the Company:
Intelemedia Communication, Inc.
Attention: Mr. David Schreck
CEO & President
1255 W. 15th Street, Suite 700
Plano, TX 75075

With a copy to:
Intelemedia Communication, Inc.
Attention: Mr. Richard Wallace
Director of Finance
1255 W. 15th Street, Suite 700
Plano, TX 75075

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 Texas home-rule municipal corporation

Diane Zucco, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER

Date: _____

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

INTELEMEDIA COMMUNICATION,
INC., a Texas corporation

Name: _____
Title: _____

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

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

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

_____ a. I hereby certify that Intelemedia Communication, Inc. has occupied at least 18,300 gross square feet of office space and has retained or added at least 50 Job Equivalent positions at the Property by April 1, 2013, 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 Intelemedia Communication, Inc. has failed to occupy at least 18,300 gross square feet of office space and/or has failed to retain or add at least 50 Job Equivalent positions at the Property by April 1, 2013, 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:

Intelemedia Communication, Inc., a Texas corporation

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

This Certification is due by January 31, 2014.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 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 Intelemedia Communication, Inc. is in compliance with each applicable term as set forth in the Agreement and the retained or added number of Job Equivalents has not fallen below the number for which Intelemedia Communication, 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 Intelemedia Communication, Inc. is not in compliance with each applicable term as set forth in the Agreement and the retained or added number of Job Equivalents has fallen below the number for which Intelemedia Communication, Inc. has received a grant payment. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____ and that that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

ATTEST:

Intelemedia Communication, Inc., a Texas corporation

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

NOTE:

This form is due by January 31 of each year beginning on January 31, 2015, 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, Texas 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:		12/18/12		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): T. Stuckey - 7156				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Development Agreement between the City of Plano and Plano Spring Creek Partners, LP for the purchase of excess right-of-way at the southeast corner of Custer Road and Spring Creek Parkway; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	139,520	0	139,520
BALANCE	0	139,520	0	139,520
FUND(S): GENERAL FUND				
COMMENTS: This item is projected to increase FY 2012-13 General Fund revenue by \$139,520 and was not included in the FY 2012-13 Approved Budget.				
STRATEGIC PLAN GOAL: Approving the terms and conditions of the development agreement relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
See attached memo.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo				
Resolution				
Development Agreement				

December 5, 2012

MEMO

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

FROM: Phyllis M. Jarrell, Director of Planning

SUBJECT: Sale of Excess Right-of-Way at the Southeast Corner of Spring Creek Parkway and Custer Road

A Community Investment Program project to standardize the design of the intersection of Spring Creek Parkway and Custer Road will result in unneeded excess right-of-way. Plano Spring Creek Partners, LP plans new construction at the southeast corner of the intersection and wishes to purchase the right-of-way to include in a new corner retail project. The developer will purchase the excess right-of-way for its appraised value of \$139,520, and will also reimburse the city for the \$4,500 cost of the appraisal. If, for some reason, the intersection improvements are not completed, the city will refund the purchase price and reacquire the right-of-way. Plano Spring Creek will also reimburse the city for driveway relocations to its property which will be completed as part of the construction project.

The development agreement outlines the terms and conditions of the sale of the property, timing for the intersection improvements, and the repurchase and reimbursement actions. The CIP project will commence early in 2013.

Please let me know if you have any questions.

XC: Gerald Cosgrove, Director of Public Works
Michael Martin, Engineering Manager

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Development Agreement between the City of Plano and Plano Spring Creek Partners, LP for the purchase of excess right-of-way at the southeast corner of Custer Road and Spring Creek Parkway; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, Plano Spring Creek Partners, LP desires to redevelop a portion of the property located at the southeast corner of Custer Road and Spring Creek Parkway; and

WHEREAS, the City is undertaking intersection improvements which will result in excess and unneeded right-of-way; and

WHEREAS, Plano Spring Creek Partners, LP wishes to enter into an agreement, attached hereto is Exhibit "A", to acquire the excess and unneeded right-of-way to facilitate its redevelopment project contingent on the City completing the intersection improvements and wherein the City will repurchase the excess right-of-way from Plano Spring Creek Partners, LP in the event that the City does not construct the intersection improvements; and

WHEREAS, upon full review and consideration of the Development 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 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 condition of the Development Agreement between Plano Spring Creek Partners, LP and the City of Plano, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Development Agreement between Plano Spring Creek Partners, LP and the City of Plano 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 18TH DAY OF DECEMBER, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"

STATE OF TEXAS

COUNTY OF COLLIN

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS AND PLANO SPRING CREEK PARTNERS, LP FOR THE ACQUISITION OF STREET RIGHT-OF-WAY AND REDEVELOPMENT OF PROPERTY AT THE SOUTHEAST CORNER OF SPRING CREEK PARKWAY AND CUSTER ROAD

This development agreement ("Agreement") is entered into by and between the City of Plano, a Texas home rule municipal corporation (the "City"), acting by and through its duly authorized officers, and Plano Spring Creek Partners, LP, a Texas limited liability company ("Plano Spring Creek");

RECITALS:

WHEREAS, the City is authorized pursuant to the laws of Texas and its Home Rule Charter to enter into agreements with persons or entities intending to undertake any development on real property for the purposes of providing supporting public facilities and services; and

WHEREAS, the City will redesign the traffic lanes and construct right-of-way and utility improvements at the intersection of Spring Creek Parkway and Custer Road in the City of Plano; and

WHEREAS, Plano Spring Creek will develop approximately 2.355 acres located at the southeast corner of Spring Creek Parkway and Custer Road for retail purposes in substantial compliance with a preliminary project design prepared by Plano Spring Creek attached hereto as Exhibit "A" (the "Development"); and

WHEREAS, the redesign of the traffic lanes will result in certain excess street right-of-way on Spring Creek Parkway as shown on Exhibit "B" attached hereto (the "Property"); and

WHEREAS, Plano Spring Creek agrees to purchase the Property (the "Closing") from the City and incorporate it into the Development; and

WHEREAS, the Development will contribute direct and indirect economic benefits to the City including but not limited to stimulation of business and commercial activity; and

WHEREAS, the City has determined that Plano Spring Creek's acquisition of the excess right-of-way will further the objectives of the City;

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree to the following actions:

ARTICLE I.
Property Conveyance

Section 1. Agreement to Convey

For the consideration and subject to the terms, provisions, and conditions hereinafter set forth, City has agreed and does hereby agree to sell, grant and convey the Property to Plano Spring Creek, and Plano Spring Creek has agreed and does hereby agree to purchase the Property from the City.

Section 2. Conditions Precedent to Closing

a. The following are conditions precedent that shall be met by Plano Spring Creek prior to Closing on the Property pursuant to Section 3 below.

(1) Plano Spring Creek shall complete the preliminary platting process pursuant to the City of Plano Development Regulations for the Stone Beeson Addition No. 1 abandoning the right-of-way reservation notation for Spring Creek Parkway on the existing filed plat and dedicating needed fire lane, access and utility easements to reflect the new locations of driveways on Spring Creek Parkway and Custer Road.

(2) Plano Spring Creek shall acquire fee title to the property located at 6324 Custer Road, Plano, Texas, legally described as Lot 1R, in Block A, of Spring Creek Plaza, an Addition to the City of Plano, Collin County, Texas, according to the Map thereof recorded in Volume J, Page 751, of the Map Records of Collin County, Texas; provided, however, the obligations of Plano Spring Creek (or its assignee) under this Agreement are expressly contingent upon Plano Spring Creek acquiring the real property located at 6234 Custer Road and Plano Spring Creek shall have no liability under this Agreement should Plano Spring Creek fail to acquire fee title to the property at 6324 Custer Road.

b. The following are conditions precedent that shall be met by the City prior to Closing.

(1) Subject to City Council approval, the City shall execute a contract with a general contractor to build and construct the Public Improvements (defined below in Article II, Section 1(a)) for City Project #5992 at the intersection of Spring Creek Parkway and Custer Road located in Plano, Texas.

(2) The City shall deliver a written notice to proceed letter to the general contractor to build and construct the Public Improvements (the "Notice to Proceed") within thirty calendar days following the City Council's approval of the contract with the general contractor for the Public Improvements.

(3) The contract shall set forth the number of working days (listed below) the general contractor shall have, following the date of the Notice to Proceed, to complete the performance of the following:

- (i) commence construction of the Public Improvements within fifteen (15) working days;
- (ii) complete construction of the Public Improvement so that all traffic and any existing physical improvements (including demolition of the road and existing utilities) are removed from the Property within one hundred and fifty (150) working days; and
- (iii) complete all of the Public Improvements construction so that all driveways, traffic lanes, curbing and permanent signalization are fully installed and properly operating within two hundred (200) working days.
- (iv) The above requirements for completion of the Public Improvements are subject to any Event of Force Majeure. The term "Event of Force Majeure" means 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, shortages or unavailability of materials or labor, or work stoppages any of which event(s) directly impact the City or Plano Spring Creek. An Event of Force Majeure shall not be deemed to exist (A) as to any matter that could have been avoided by the exercise of due care and (B) if the affected party shall not have notified the other party in writing within fifteen (15) days of the commencement of the Event of Force Majeure along with supporting documentation, the anticipated duration and the actions that the party will take to alleviate the Event of Force Majeure and the anticipated delay and time of completion.

Section 3. Purchase Price and Closing

a. The Purchase Price to be paid for the Property shall be One Hundred Forty Four Thousand and Twenty Dollars (\$144,020.00), inclusive of the Four Thousand Five Hundred Dollars (\$4500.00) cost for the appraisal of the Property (the "Purchase Price") to be paid by Plano Spring Creek in a lump sum payment to the City on the date of Closing. The Closing shall occur within 60 days following the commencement of construction of the Public Improvements.

b. Plano Spring Creek, at its sole cost and expense, shall obtain a title commitment and title insurance covering the Property to be issued by a title company selected by Plano Spring Creek. In the event the title has defects, Plano Spring Creek will notify City in writing specifying the defects and the City shall have thirty (30) days from such notification to cure said defects or longer as mutually agreed by the parties. Plano Spring Creek, at its sole option, may waive any defects in writing.

c. The Closing pertaining to the Property shall be consummated at the office of Republic Title (the "Title Company"), 550 Bailey Avenue, Suite 100, Fort Worth, Texas 76107, (817) 810-1001, and may take place at such earlier time, date and place that the parties may agree upon.

d. At the Closing, City agrees to deliver to the Title Company for Plano Spring Creek the following:

(1) An executed Special Warranty Deed (the "Deed") conveying good and indefeasible title in fee simple absolute to the Property and containing covenants of special warranty; said Deed being subject to no mortgages, conditions, restrictions, liens, charges, encumbrances, judgments, exceptions or other matters affecting title except easements, licenses or rights-of-way for public or private utilities or gas lines noted in the Permitted Exceptions (subject to removal as provided in (e)(2) below).

(2) All releases or other documents or instruments (all in recordable form) necessary to convey title to the Property.

(3) Such other documents and instruments as may be necessary to evidence the authority of the City to convey title to the Property.

e. At the Closing, Plano Spring Creek agrees to deliver to the Title Company for the City the following:

(1) the Purchase Price funds as set out in Section 3(a) above.

(2) An executed street, sidewalk and utility easement from Plano Spring Creek to the City for the Property in the form attached as Exhibit "C". Said easement shall be released and terminate upon the earlier of (i) one hundred and fifty (150) working days following Closing, or (ii) the date the traffic and street right-of-way are removed from the Property, the contractor demolishes the existing paving and relocates any existing city-owned utilities outside of the boundary of the Property as necessary.

(3) An executed temporary right of entry from Plano Spring Creek to the City in the form attached as Exhibit "D" granting the City and its contractors full and unhindered access within the "right of entry area" to remove the existing driveways and construct the proposed new driveways and intersection improvements as shown on the attached Exhibit "E" and in accordance with the "Spring Creek Parkway at Independence Parkway and Custer Road" construction plans, City Project #5992, a copy of which is available at the City of Plano Engineering Division office at the City of Plano Municipal Center located at 1520 Avenue K, Plano, Texas.

f. Standard Closing costs shall be paid by Plano Spring Creek. All other expenses incurred by Plano Spring Creek and the City with respect to the Closing, including, but not limited to, attorneys' fees incurred in connection with the Closing, shall be borne and paid exclusively by

the party incurring same. Ad valorem taxes for the year of Closing shall be prorated as of the Closing in accordance with the Texas Tax Code.

g. Plano Spring Creek and the City agree that the Property is being conveyed in “as is” condition. The City does not make any warranties, guaranties, representations, claims or promises about the condition or value of the Property to Plano Spring Creek. Plano Spring Creek agrees to purchase the Property in “as is” condition and in full reliance upon its own independent judgment regarding the Property. **PLANO SPRING CREEK ACKNOWLEDGES AND AGREES THAT ALL WARRANTIES, EXPRESS OR IMPLIED, EXCEPT THOSE WARRANTIES OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEEDS CONVEYING THE PROPERTY, ARE WAIVED AND DISCLAIMED AND PLANO SPRING CREEK BUYS AND ACCEPTS THE PROPERTY AS IS, WHERE IS, AND WITH ALL FAULTS SAVE AND EXCEPT THOSE WARRANTIES OF TITLE.**

ARTICLE II. Property Development and Reimbursement

Section 1. Development

a. The City agrees to construct public improvements consisting of street, sidewalk, traffic lanes and utility improvements at the intersection of Spring Creek Parkway and Custer Road in the City of Plano (the “Public Improvements”) as shown on the attached Exhibit “E” and in accordance with the “Spring Creek Parkway at Independence Parkway and Custer Road” construction plans, City Project #5992, a copy of which is available at the City of Plano Engineering Division office at the City of Plano Municipal Center located at 1520 Avenue K, Plano, Texas. The City will require Performance and Payment bonds from the general contractor for Public Improvements.

b. In the event the general contractor or City does not commence construction of the Public Improvements in accordance with the terms of this Agreement by September 1, 2013, Plano Spring Creek shall have the right to terminate this Agreement by written notice to the City. If this Agreement is terminated pursuant to this Section 1(b), the City agrees to purchase the Property from Plano Spring Creek in the amount of the Purchase Price originally paid by Plano Spring Creek to the City as set out in Article I, Section 2(b)(3) above within 30 days of the termination of the Agreement. In the event the City purchases the Property from Plano Spring Creek, the Property shall be returned to the City in the same or similar condition as when it was sold by the City to Plano Spring Creek pursuant to this Agreement, subject only to the City contractors’ demolition of the existing paving and relocation of any city-owned utilities.

c. All Public Improvements shall be constructed in a good and workmanlike manner, in compliance with the City’s own specifications and requirements and in compliance with all applicable laws. The City will obtain all permits and consents necessary to complete the Public Improvements.

d. The City agrees to fund a portion of the cost of the Public Improvements as set out in this Article II, Section 2 below. Plano Spring Creek and the City agree that any City payments required herein shall be made only from funds that are appropriated for the Public Improvements as of the date hereof and the City will pay at the time the payment becomes due.

Section 2. Reimbursement

Upon completion of the Public Improvements and release and termination of the street, sidewalk and utility easement and temporary right of entry, Plano Spring Creek agrees to reimburse the City for its share of the reasonable, actual costs of the Public Improvements in an amount not to exceed Fourteen Thousand Dollars (\$14,000.00) for that portion of the Public Improvements related to the design and construction of a new median opening and left turn lane on Spring Creek Parkway (the "PSC Improvements"). Plano Spring Creek shall pay the City in a lump sum payment within thirty (30) days of the date of receipt of invoice from the City for the completion of the PSC Improvements.

ARTICLE III.

Term

The effective date will be the date this Agreement is executed by the last signatory hereto as indicated on the signature page herein. This Agreement shall continue in effect until the Public Improvements are completed and reimbursement has been received by the City from Plano Spring Creek, except as otherwise set forth in this Agreement.

ARTICLE IV.

Hold Harmless

EACH PARTY DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES HARMLESS IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY'S FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSE OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE PARTIES, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. THE CITY SHALL BE RESPONSIBLE FOR ITS SOLE NEGLIGENCE. PLANO SPRING CREEK SHALL BE RESPONSIBLE FOR ITS SOLE NEGLIGENCE. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ARTICLE VI.
Immunity

It is expressly understood and agreed that, in the execution of this Agreement, that the City shall not be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE VII.
Notices

All notices required under the provisions of this Agreement must be in writing, hand-delivered or sent by registered or certified mail to the addresses below:

CITY:	City of Plano, Texas Attention: City Manager P. O. Box 860358 Plano, TX 75086-0358
With copy to:	City of Plano, Texas Attention: City Attorney P. O. Box 860358 Plano, TX 75086-0358
PLANO SPRING CREEK:	Plano Spring Creek Partners, L.P. 2100 West 7 th Street Fort Worth, Texas 76107 Attention: Stephen Coslik
With copy to:	WC Custer Creek Center, L.P. 1122 S. Capital of Texas Hwy Suite 300 Austin, TX 78746 Attention: Nate Paul

The name and address for notification may be changed on ten (10) days notice to the other party.

**ARTICLE VIII.
Severability**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

**ARTICLE IX.
Successors and Assigns**

This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

**ARTICLE X.
Venue**

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

**ARTICLE XI.
Interpretation**

This is a negotiated document and should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**ARTICLE XII.
Entire Agreement**

This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

[SIGNATURES APPEAR ON THE NEXT PAGE]

**CITY OF PLANO, TEXAS,
A HOME-RULE MUNICIPAL
CORPORATION**

BY: _____
**BRUCE D. GLASSCOCK
CITY MANAGER**

Date: _____

APPROVED AS TO FORM:

DIANE C. WETHERBEE, CITY ATTORNEY

**PLANO SPRING CREEK PARTNERS, L.P.,
A TEXAS LIMITED PARTNERSHIP**

**By: Woodmont Custer Creek GP, L.L.C.,
a Texas limited liability company,
Its general partner**

BY: _____
Name: Stephen Coslik
Title: Managing Member

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2012 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2012 by **STEPHEN COSLIK**, Managing Member, of **WOODMONT CUSTER CREEK GP, L.L.C.**, a Texas Limited Liability Company, General Partner of **PLANO SPRING PARTNERS, LP**, a Texas Limited Partnership, on behalf of said limited partnership.

Notary Public, State of Texas

- Exhibit “A” – Preliminary project design for Plano Spring Creek Development
- Exhibit “B” – Description of excess right-of-way
- Exhibit “C” – Street Easement Form
- Exhibit “D” – Temporary right-of entry
- Exhibit “E” – Depiction of Intersection Improvements

Exhibit "A"

WEST SPRING CREEK PARKWAY
(VARIABLE WIDTH RIGHT-OF-WAY)

NOTE: FLOODWAY EASEMENT APPROXIMATELY ENCOMPASSES AREA WITHIN 100'-FOOT FLOOD PLAIN AS DETERMINED BY FEMA FLOOD INSURANCE RATE MAP NO. 48020C0410 G. DATED JANUARY 19, 1995. TOTAL AREA OF FLOODWAY EASEMENT EQUALS 8.034 SQUARE FEET OR 0.206 ACRES OF LAND MORE OR LESS.

GENERAL NOTES:

1. BUILDINGS 6.00 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED.
2. FIRE LINES SHALL BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS.
3. HANDICAPPED PARKING AREAS SHALL BE DESIGNED AND PROVIDED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT, ADAPTED INTERNATIONAL BUILDING CODE.
4. FOUR FOOT WIDE SIDEWALKS SHALL BE PROVIDED 2.5 FEET OFF THE PROPERTY LINE WITHIN THE RIGHTS-OF-WAY, UNLESS A SIDEWALK EASEMENT IS PROVIDED FOR A MEANINGFUL SIDEWALK OR AN ALTERNATIVE DESIGN IS APPROVED BY THE CITY. BARRIER-FREE RAMPS, PER CITY STANDARDS, SHALL BE PROVIDED ON SIDEWALKS AT ALL CURB CROSSINGS.
5. MECHANICAL UNITS, DUMPSTERS AND TRASH ENCLOSURES SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
6. ALL SIGNAGE CONTINGENT UPON APPROVAL OF BUILDING INSPECTION DEPARTMENT.
7. APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED.
8. OPEN STORAGE, UNLESS PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
9. BUILDING FACADES WITHIN THIS DEVELOPMENT SHALL BE COMPATIBLE AS PROVIDED IN THE RETAIL CORNER DESIGN ORDINANCE.
10. OUTDOOR LIGHTING SHALL COMPLY WITH ILLUMINATION STANDARDS WITHIN SECTION 6.506 OF THE CODE OF ORDINANCES.
11. PLEASE CONTACT THE BUILDING INSPECTION DEPARTMENT TO DETERMINE THE TYPE OF CONSTRUCTION AND OCCUPANCY GROUP.
12. ALL ELECTRICAL TRANSMISSION, DISTRIBUTION AND SERVICE LINES MUST BE UNDERGROUND.
13. USES SHALL CONFORM BY OPERATION, LOCATION, AND CONTRIBUTION TO THE FOLLOWING PERFORMANCE STANDARDS IN SECTION 3-1300 OF THE ZONING CODE: NOISE, SMOKE AND PARTICULATE MATTER, OBSCURE MATTER, HAZE OR EXPLOSIVE HAZARD MATERIAL, TOXIC AND NOXIOUS MATTER, VIBRATION AND/OR OTHER PERFORMANCE STANDARDS.

SITE SUMMARY TABLE

Category	Item	Value	Unit	
General Site Data	Property Name	Stone Bee Son Addition No. 1	Parcel No. 2472	
	City	Plano, TX	County	Collin
	Legal Description	8.498 ACRES OUT OF GEORGE PERRIN SURVEY, ABSTRACT 722, CITY OF PLANO, COLLIN COUNTY, TEXAS		
	Map Reference	Section 3-1300 of the Zoning Code		
Site Characteristics	Site Area	8.498	Acres	
	Lot Area	37,389.7	Sq. Ft.	
	Frontage	373.89	Feet	
	Depth	100.00	Feet	
Zoning & Compliance	Zoning Code	MS-2	Medium Density Residential	
	Compliance	Yes		
	Setback Requirements	Front: 10', Side: 5', Rear: 5'		
	Height Limit	35 Feet		
Proposed Development	Building Type	Retail Building		
	Area	7,800	Sq. Ft.	
	Stories	1		
	Use	Retail		
Other Information	Prepared By	Bannister Engineering, LLC		
	Date	October 10, 2012		
	Scale	1" = 40'		
	Notes	See General Notes and Site Plan		

PLAN PREPARED BY:
BANNISTER ENGINEERING, LLC
714 HUNTERS ROW CT, SUITE 104
MANSFIELD, TX 76065
(817) 842-2004
(817) 842-2065 - FAX
CONTACT: DAVID GREER

LOT 1 PROPERTY OWNER:
PARK REAL ESTATE HOLDINGS LLC
VARIOUS BUSINESSES
2060 W. SPRING CREEK PARKWAY
PLANO, TX 75025

LOT 1R PROPERTY OWNER:
GRADDON THE FAMILY TRUST
GRADDON RICHARD & DONNA TRUSTEES
12450 MOLES POINT DR NE
KIRKLAND, WA 98034-5731

VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

REVISED SITE PLAN
FOR
STONE BEE SON ADDITION NO. 1
LOT 1, BLOCK A

8.498 ACRES OUT OF
GEORGE PERRIN SURVEY, ABSTRACT 722
CITY OF PLANO
COLLIN COUNTY, TEXAS

PRELIMINARY SITE PLAN
FOR
SPRING CREEK PLAZA
LOT 1R, BLOCK A

0.697 ACRES OUT OF
GEORGE PERRIN SURVEY, ABSTRACT 722
CITY OF PLANO
COLLIN COUNTY, TEXAS

The purpose of this revised site plan is minor site approach modifications to the expansion of West Spring Creek Parkway.

The purpose of this revised preliminary site plan is the removal of existing building and parking on lot 1R. The new construction and site layout of a Walgreens Retail Store.

BANNISTER ENGINEERING
714 Hunters Row Ct., Ste. 104, Mansfield, TX 76065
817-842-2004

EXHIBIT "B"

THE PROPERTY

Being a 0.354 acre tract of land situated in the George Perrin Survey, Abstract No. 722, Collin County, Texas and being a portion of the existing Spring Creek Parkway right-of-way (a variable width right-of-way), no record information found at this time, said 0.354 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped "GORRONDONA" set at the intersection of the existing south right-of-way line of said Spring Creek Parkway and the north line of Lot 1R, Block A, of Spring Creek Plaza, an addition to the City of Plano, Collin County, Texas as recorded in Cabinet J, Page 751 of the Plat Records of Collin County, Texas with the proposed east right-of-way line of Custer Road (a variable width right-of-way), from which a point for the northwest corner of said Lot 1R bears South 80 degrees 18 minutes 49 seconds West, a distance of 8.11 feet, said point also being the intersection of the existing east right-of-way line of said Custer Road with the existing south right-of-way line of said Spring Creek Parkway;

THENCE North 00 degrees 42 minutes 07 seconds West, with the proposed east right-of-way line of said Custer Road, a distance of 37.92 feet to an "X" in concrete set for the southerly corner of a corner clip for the intersection of the proposed east right-of-way line of said Custer Road with the south right-of-way line of said Spring Creek Parkway;

THENCE North 44 degrees 17 minutes 53 seconds East, with said corner clip, a distance of 42.43 feet to an "X" in concrete set for the northerly corner of said corner clip, said 5/8 inch iron rod with aluminum cap stamped "GORRONDONA" being in the proposed south right-of-way line of said Spring Creek Parkway;

THENCE North 89 degrees 17 minutes 53 seconds East, with the proposed south right-of-way line of said Spring Creek Parkway, a distance of 239.18 feet to a 5/8 inch iron rod with aluminum cap stamped "GORRONDONA" set for the beginning of a curve to the right having a radius of 1020.00 feet, a central angle of 11 degrees 44 minutes 37 seconds, and whose chord bears South 84 degrees 49 minutes 49 seconds East, a distance of 208.70 feet;

THENCE with said curve to the right and with the proposed south right-of-way line of said Spring Creek Parkway, an arc length of 209.06 feet to a 5/8 inch iron rod with aluminum cap stamped "GORRONDONA" set for corner;

THENCE South 78 degrees 57 minutes 30 seconds East, with the proposed south right-of-way line of said Spring Creek Parkway, a distance of 123.82 feet to a 5/8 inch iron rod with aluminum cap stamped "GORRONDONA" set in the north line of Lot 1, Block A of Stone Beeson Addition No. 1, an addition to the City of Plano, Collin County, Texas as recorded in Cabinet E, Page 29 of said Plat Records of Collin County, Texas, said 5/8 inch iron rod with aluminum cap stamped "GORRONDONA" being in the existing south right-of-way line of said Spring Creek Parkway, said 5/8 inch iron rod with aluminum cap stamped "GORRONDONA" also being the beginning of a non-

tangent curve to the left having a radius of 1429.53 feet, a central angle of 11 degrees 20 minutes 30 seconds, and whose chord bears North 85 degrees 04 minutes 13 seconds West, a distance of 282.51 feet;

THENCE with said curve to the left, with the north line of said Lot 1, and with the existing south right-of-way line of said Spring Creek Parkway, passing at an arc length of 281.98 feet a 5/8 inch iron rod found for reference in the north line of said Lot 1, said 5/8 inch iron rod being in the existing south right-of-way line of said Spring Creek Parkway, in all, an arc length of 282.97 feet to a point for corner;

THENCE South 89 degrees 15 minutes 32 seconds West, with the north line of said Lot 1 and with the existing south right-of-way line of said Spring Creek Parkway, a distance of 6.38 feet to a 1/2 inch iron rod with cap stamped "JDZ RPLS 2490" found for an exterior corner in the north line of said Lot 1, said 1/2 inch iron rod with cap stamped "JDZ RPLS 2490" being an interior corner in the existing south right-of-way line of said Spring Creek Parkway;

THENCE South 80 degrees 18 minutes 49 seconds West, with the north line of said Lot 1 and with the existing south right-of-way line of said Spring Creek Parkway, passing at a distance of 157.58 feet a point for the most northerly northwest corner of said Lot 1, said point being the northeast corner of said Lot 1R, from which an "X" in concrete found for reference bears South 39 degrees 03 minutes 54 seconds East, a distance of 0.52 feet, in all, a distance of 314.34 feet to the **POINT OF BEGINNING** and containing 15,423 square feet or 0.354 acres of land, more or less.

Note: All bearings are referenced to the Texas Coordinate System, NAD-83, North Central Zone, based on City of Plano Monuments No. 838, and No. K8, with a surface factor for this project of 1.0001536487, distances and areas shown are surface.

Date: October 30, 2012(REV2)

By: 

Curtis Smith
Registered Professional Land Surveyor,
Texas No. 5494

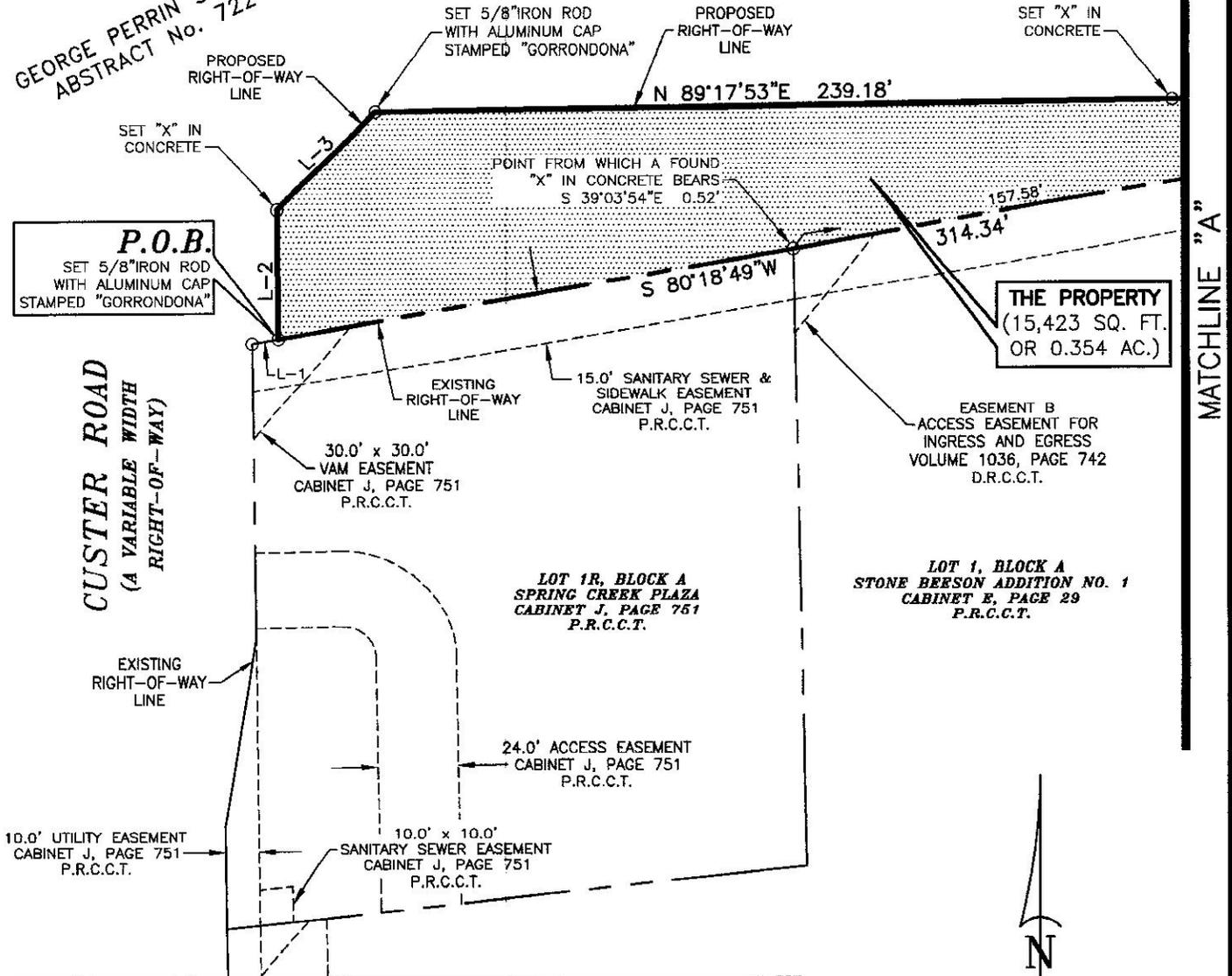


LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 80°18'49"W	8.11'
L-2	N 00°42'07"W	37.92'
L-3	N 44°17'53"E	42.43'

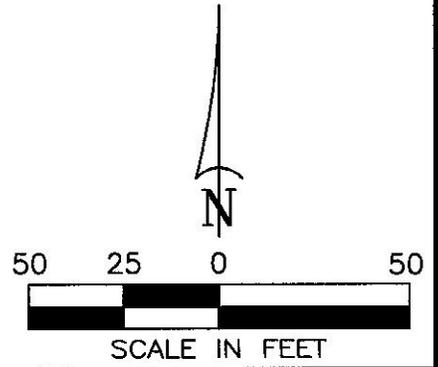
SPRING CREEK PARKWAY

(A VARIABLE WIDTH RIGHT-OF-WAY)

GEORGE PERRIN SURVEY
ABSTRACT No. 722



NOTE: ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, BASED ON CITY OF PLANO MONUMENTS No. 838, AND No. KB, WITH A SURFACE FACTOR FOR THIS PROJECT OF 1.0001536487, DISTANCES AND AREAS SHOWN ARE SURFACE.



CITY OF PLANO, TEXAS 1520 AVENUE K • PLANO, TEXAS 75086-0358		
SPRING CREEK PARKWAY CORRIDOR IMPROVEMENTS		
PARCEL NO.: THE PROPERTY	CITY PROJECT NO.: 5992	
OWNER: CITY OF PLANO		
SURVEY: GEORGE PERRIN SURVEY, ABSTRACT No. 722		
RIGHT-OF-WAY CONVEYANCE AREA: 15,423 SQ. FT OR 0.354 ACRES		
WHOLE PROPERTY ACREAGE: N/A		
JOB NO. HDR_1106.00	DRAWN BY: CTA	CADD FILE: CITY OF PLANO 3ROW(REV2).dwg
PAGE 3 OF 4	DATE: OCTOBER 30, 2012(REV2)	SCALE: 1" = 50'
GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD S. FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768		

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

LINE TABLE		
LINE	BEARING	DISTANCE
L-4	S 89°15'32"W	6.38'

GEORGE PERRIN SURVEY
ABSTRACT No. 722

SPRING CREEK PARKWAY (A VARIABLE WIDTH RIGHT-OF-WAY)

MATCHLINE "A"

THE PROPERTY
(15,423 SQ. FT.
OR 0.354 AC.)

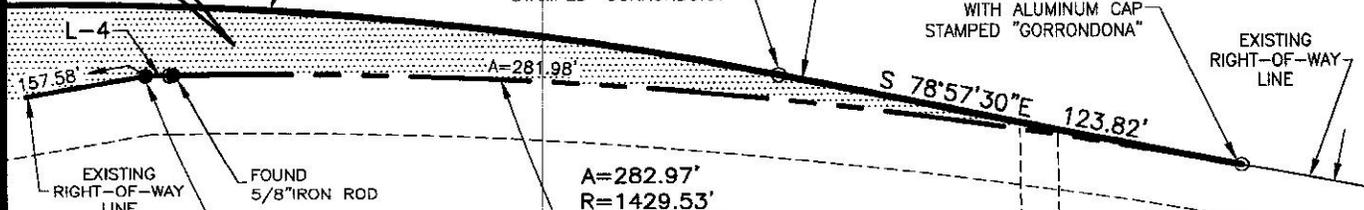
A=209.06'
R=1020.00'
D=11°44'37"
B=S 84°49'49"E
C=208.70'

SET 5/8" IRON ROD
WITH ALUMINUM CAP
STAMPED "GORRONDONA"

PROPOSED
RIGHT-OF-WAY
LINE

SET 5/8" IRON ROD
WITH ALUMINUM CAP
STAMPED "GORRONDONA"

EXISTING
RIGHT-OF-WAY
LINE



EXISTING
RIGHT-OF-WAY
LINE

FOUND
5/8" IRON ROD

FOUND 1/2" IRON ROD
WITH CAP STAMPED
"JDZ RPLS 2490"

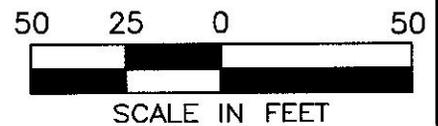
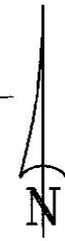
A=282.97'
R=1429.53'
D=11°20'30"
B=N 85°04'13"W
C=282.51'

15.0' R.O.W. &
UTILITY EASEMENT
VOLUME 1036, PAGE 137
D.R.C.C.T.

10.0' WATER EASEMENT
CABINET E, PAGE 29
P.R.C.C.T.

LOT 1, BLOCK A
STONE BEESON ADDITION NO. 1
CABINET E, PAGE 29
P.R.C.C.T.

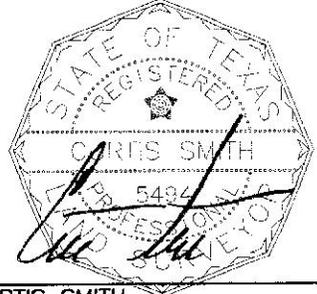
30.0' UTILITY &
FIRE LANE EASEMENT
CABINET E, PAGE 29
P.R.C.C.T.



NOTE: ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, BASED ON CITY OF PLANO MONUMENTS No. 838, AND No. K8, WITH A SURFACE FACTOR FOR THIS PROJECT OF 1.0001536487, DISTANCES AND AREAS SHOWN ARE SURFACE.



CITY OF PLANO, TEXAS
1520 AVENUE K • PLANO, TEXAS 75086-0358



SPRING CREEK PARKWAY CORRIDOR IMPROVEMENTS

PARCEL NO.: THE PROPERTY	CITY PROJECT NO.: 5992
OWNER: CITY OF PLANO	
SURVEY: GEORGE PERRIN SURVEY, ABSTRACT No. 722	
RIGHT-OF-WAY CONVEYANCE AREA: 15,423 SQ. FT OR 0.354 ACRES	
WHOLE PROPERTY ACREAGE: N/A	
JOB NO. HDR_1106.00	DRAWN BY: CTA
DATE: OCTOBER 30, 2012(REV2)	CADD FILE: CITY OF PLANO 3ROW(REV2).dwg
PAGE 4 OF 4	SCALE: 1" = 50'

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

STREET, SIDEWALK AND UTILITY EASEMENT

**STATE OF TEXAS §
 §
COUNTY OF COLLIN §**

KNOW ALL MEN BY THESE PRESENTS:

THAT, PLANO SPRING CREEK PARTNERS, LP a Texas Limited Partnership, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, does hereby **SELL, GRANT and CONVEY** to the Grantee a temporary easement for street and utility purposes and the right to lay out, open, operate, construct, reconstruct and maintain street, sidewalk and utility facilities (the "Facilities"), together with all necessary incidental improvements and appurtenances, in, under, along, upon and across certain real property located in the City of Plano, Collin County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth herein (the "Easement Property") until the earlier of: (i) one hundred fifty (150) working days following Grantor's acquisition of the Easement Property or (ii) the date the traffic and street right-of-way are removed from the Easement Property, the existing paving is demolished and removed and any existing utilities are relocated outside the boundary of the Easement Property (the "Easement Duration").

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property during the Easement Duration, or any part thereof for the purpose of constructing,

reconstructing and maintaining the Facilities, and all incidental improvements and for making connections therewith.

This easement is made without express or implied warranty. Nothing herein contained shall ever be construed to place upon Grantor any manner of liability for injury or death of persons or for damage to or loss of property arising from in any manner with Grantee's use, operation, construction or maintenance of the Facilities or Easement Property. Grantee agrees to defend, indemnify and hold Grantor harmless from and against all liability for injury to or death of persons or for damages to or loss of property arising from or in any manner connected with Grantee's use, operation, construction or maintenance of the Facilities or Easement Property.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with all and singular the right, privilege, and appurtenances thereto in any manner belonging unto Grantee, its successors and assigns, for the Easement Duration.

SIGNED this _____ day of _____, 2012.

**PLANO SPRING CREEK PARTNERS, LP, a
Texas Limited Partnership**

**By: Woodmont Custer Creek GP, LLC., a Texas
Limited Liability Company, its General
Partner**

By: _____
Name: Stephen Coslik
Title: Managing Member
Address: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2012, by Stephen Coslik, Managing Member of WOODMONT CUSTER CREEK GP, LLC., a Texas Limited Liability Company, General Partner of PLANO SPRING CREEK PARTNERS, LP a Texas Limited Partnership, on behalf of said Limited Liability Company and Limited Partnership.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Michael A. Martin, P.E.
Engineering Department
City of Plano
P. O. Box 860358
Plano, TX 75086-0358

EXHIBIT "A"

STREETS, SIDEWALK AND UTILITY EASEMENT

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THENCE North 00 degrees 42 minutes 07 seconds West, with the proposed east right-of-way line of said Custer Road, a distance of 37.92 feet to an "X" in concrete set for the southerly corner of a corner clip for the intersection of the proposed east right-of-way line of said Custer Road with the south right-of-way line of said Spring Creek Parkway;

THENCE North 44 degrees 17 minutes 53 seconds East, with said corner clip, a distance of 42.43 feet to an "X" in concrete set for the northerly corner of said corner clip, said 5/8 inch iron rod with aluminum cap stamped "GORRONDONA" being in the proposed south right-of-way line of said Spring Creek Parkway;

THENCE North 89 degrees 17 minutes 53 seconds East, with the proposed south right-of-way line of said Spring Creek Parkway, a distance of 239.18 feet to a 5/8 inch iron rod with aluminum cap stamped "GORRONDONA" set for the beginning of a curve to the right having a radius of 1020.00 feet, a central angle of 11 degrees 44 minutes 37 seconds, and whose chord bears South 84 degrees 49 minutes 49 seconds East, a distance of 208.70 feet;

THENCE with said curve to the right and with the proposed south right-of-way line of said Spring Creek Parkway, an arc length of 209.06 feet to a 5/8 inch iron rod with aluminum cap stamped "GORRONDONA" set for corner;

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tangent curve to the left having a radius of 1429.53 feet, a central angle of 11 degrees 20 minutes 30 seconds, and whose chord bears North 85 degrees 04 minutes 13 seconds West, a distance of 282.51 feet;

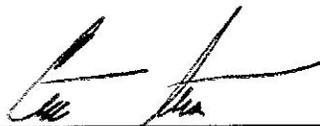
THENCE with said curve to the left, with the north line of said Lot 1, and with the existing south right-of-way line of said Spring Creek Parkway, passing at an arc length of 281.98 feet a 5/8 inch iron rod found for reference in the north line of said Lot 1, said 5/8 inch iron rod being in the existing south right-of-way line of said Spring Creek Parkway, in all, an arc length of 282.97 feet to a point for corner;

THENCE South 89 degrees 15 minutes 32 seconds West, with the north line of said Lot 1 and with the existing south right-of-way line of said Spring Creek Parkway, a distance of 6.38 feet to a 1/2 inch iron rod with cap stamped "JDZ RPLS 2490" found for an exterior corner in the north line of said Lot 1, said 1/2 inch iron rod with cap stamped "JDZ RPLS 2490" being an interior corner in the existing south right-of-way line of said Spring Creek Parkway;

THENCE South 80 degrees 18 minutes 49 seconds West, with the north line of said Lot 1 and with the existing south right-of-way line of said Spring Creek Parkway, passing at a distance of 157.58 feet a point for the most northerly northwest corner of said Lot 1, said point being the northeast corner of said Lot 1R, from which an "X" in concrete found for reference bears South 39 degrees 03 minutes 54 seconds East, a distance of 0.52 feet, in all, a distance of 314.34 feet to the **POINT OF BEGINNING** and containing 15,423 square feet or 0.354 acres of land, more or less.

Note: All bearings are referenced to the Texas Coordinate System, NAD-83, North Central Zone, based on City of Plano Monuments No. 838, and No. K8, with a surface factor for this project of 1.0001536487, distances and areas shown are surface.

Date: October 30, 2012(REV2)

By: 

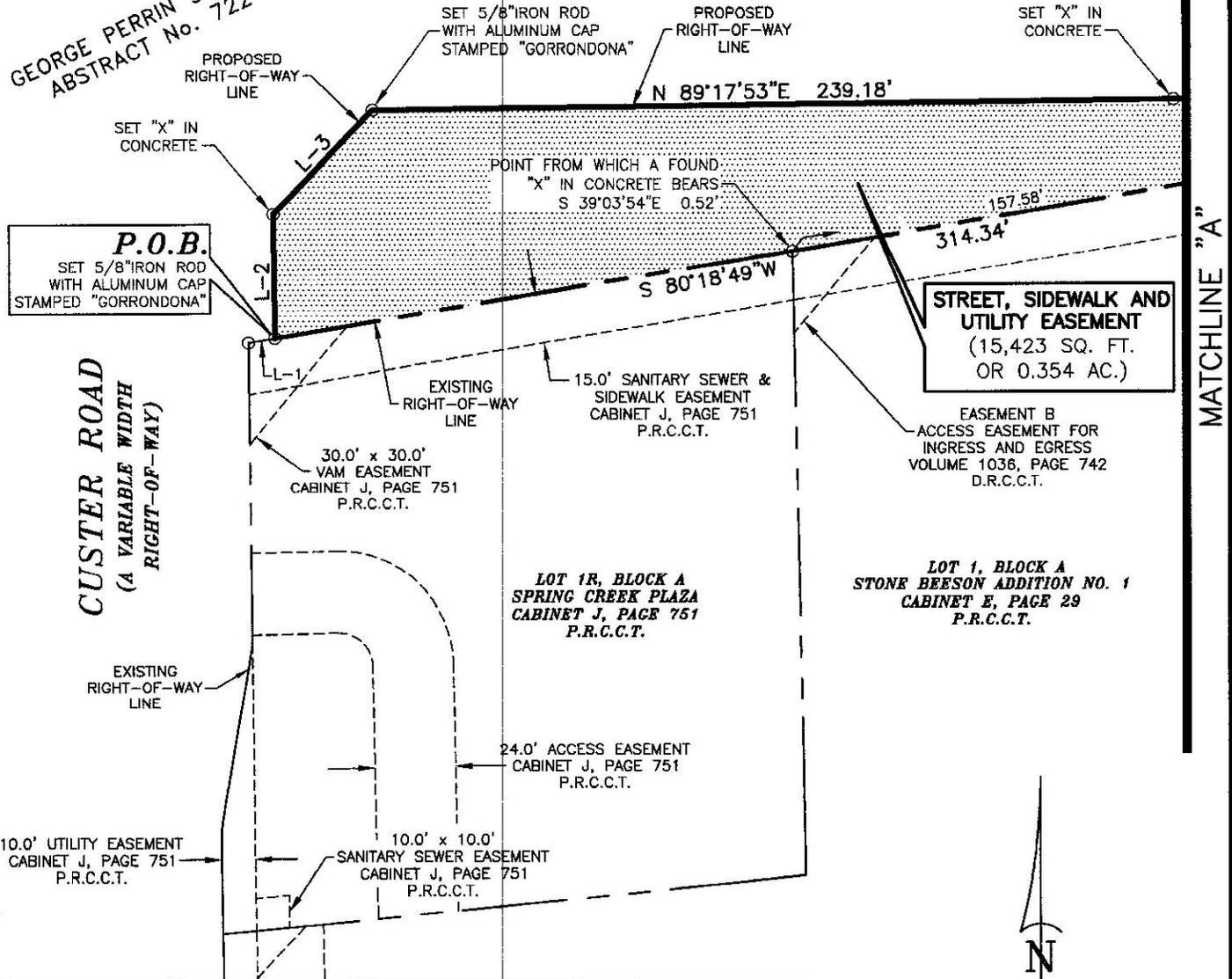
Curtis Smith
Registered Professional Land Surveyor,
Texas No. 5494



LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 80°18'49"W	8.11'
L-2	N 00°42'07"W	37.92'
L-3	N 44°17'53"E	42.43'

SPRING CREEK PARKWAY
(A VARIABLE WIDTH RIGHT-OF-WAY)

GEORGE PERRIN SURVEY
ABSTRACT No. 722



P.O.B.
SET 5/8" IRON ROD
WITH ALUMINUM CAP
STAMPED "GORRONDONA"

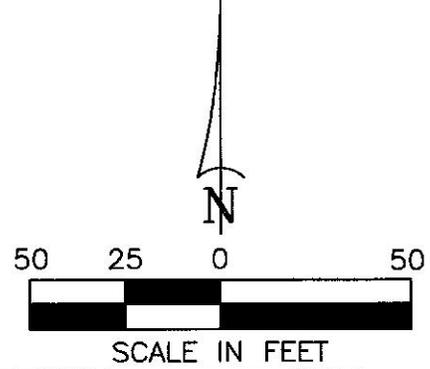
**STREET, SIDEWALK AND
UTILITY EASEMENT**
(15,423 SQ. FT.
OR 0.354 AC.)

EASEMENT B
ACCESS EASEMENT FOR
INGRESS AND EGRESS
VOLUME 1036, PAGE 742
D.R.C.C.T.

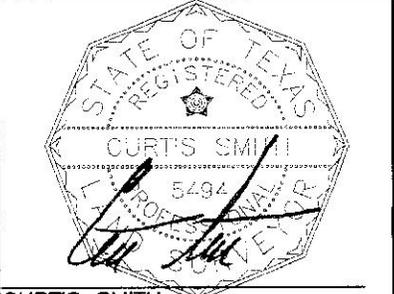
LOT 1, BLOCK A
STONE BEESON ADDITION NO. 1
CABINET E, PAGE 29
P.R.C.C.T.

LOT 1R, BLOCK A
SPRING CREEK PLAZA
CABINET J, PAGE 751
P.R.C.C.T.

NOTE: ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, BASED ON CITY OF PLANO MONUMENTS No. 838, AND No. K8, WITH A SURFACE FACTOR FOR THIS PROJECT OF 1.0001536487, DISTANCES AND AREAS SHOWN ARE SURFACE.



THE CITY OF PLANO, TEXAS
1520 AVENUE K • PLANO, TEXAS 75086-0358



SPRING CREEK PARKWAY CORRIDOR IMPROVEMENTS		
PARCEL NO.: STREET, SIDEWALK AND UTILITY EASEMENT CITY PROJECT NO.: 5992		
OWNER: CITY OF PLANO		
SURVEY: GEORGE PERRIN SURVEY, ABSTRACT No. 722		
RIGHT-OF-WAY CONVEYANCE AREA: 15,423 SQ. FT OR 0.354 ACRES		
WHOLE PROPERTY ACREAGE: N/A		
JOB NO. HDR_1106.00	DRAWN BY: CTA	CADD FILE: CITY OF PLANO 3ROW(REV2).dwg
PAGE 3 OF 4	DATE: OCTOBER 30, 2012(REV2)	SCALE: 1" = 50'
GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD S. FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768		

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

LINE TABLE		
LINE	BEARING	DISTANCE
L-4	S 89°15'32"W	6.38'

GEORGE PERRIN SURVEY
ABSTRACT No. 722

SPRING CREEK PARKWAY (A VARIABLE WIDTH RIGHT-OF-WAY)

MATCHLINE "A"

STREET, SIDEWALK AND UTILITY EASEMENT
(15,423 SQ. FT. OR 0.354 AC.)

A=209.06'
R=1020.00'
D=11°44'37"
B=S 84°49'49"E
C=208.70'

SET 5/8" IRON ROD WITH ALUMINUM CAP STAMPED "GORRONDONA"

PROPOSED RIGHT-OF-WAY LINE

SET 5/8" IRON ROD WITH ALUMINUM CAP STAMPED "GORRONDONA"

EXISTING RIGHT-OF-WAY LINE

L-4

EXISTING RIGHT-OF-WAY LINE

FOUND 5/8" IRON ROD
FOUND 1/2" IRON ROD WITH CAP STAMPED "JDZ RPLS 2490"

A=282.97'
R=1429.53'
D=11°20'30"
B=N 85°04'13"W
C=282.51'

S 78°57'30"E 123.82'

15.0' R.O.W. & UTILITY EASEMENT
VOLUME 1036, PAGE 137
D.R.C.C.T.

10.0' WATER EASEMENT
CABINET E, PAGE 29
P.R.C.C.T.

LOT 1, BLOCK A
STONE BEESON ADDITION NO. 1
CABINET E, PAGE 29
P.R.C.C.T.

30.0' UTILITY & FIRE LANE EASEMENT
CABINET E, PAGE 29
P.R.C.C.T.



50 25 0 50



SCALE IN FEET

NOTE: ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, BASED ON CITY OF PLANO MONUMENTS No. 838, AND No. K8, WITH A SURFACE FACTOR FOR THIS PROJECT OF 1.0001536487, DISTANCES AND AREAS SHOWN ARE SURFACE.



CITY OF PLANO, TEXAS

1520 AVENUE K • PLANO, TEXAS 75086-0358

SPRING CREEK PARKWAY CORRIDOR IMPROVEMENTS

PARCEL NO.: STREET, SIDEWALK AND UTILITY EASEMENT | CITY PROJECT NO.: 5992

OWNER: CITY OF PLANO

SURVEY: GEORGE PERRIN SURVEY, ABSTRACT No. 722

RIGHT-OF-WAY CONVEYANCE AREA: 15,423 SQ. FT OR 0.354 ACRES

WHOLE PROPERTY ACREAGE: N/A

JOB NO. HDR_1106.00

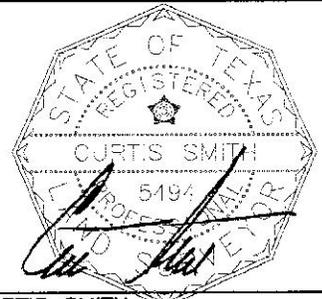
DRAWN BY: CTA

CADD FILE: CITY OF PLANO 3ROW(REV2).dwg

PAGE 4 OF 4

DATE: OCTOBER 30, 2012(REV2)

SCALE: 1" = 50'



CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

EXHIBIT D

RIGHT OF ENTRY

TO: CITY OF PLANO - ENGINEERING DEPARTMENT
ATTN: TIM BENNETT, PROJECT MANAGER
P. O. BOX 860358
PLANO, TX 75086-0358

We represent the owners of real property located at **2050 and 2070 W. Spring Creek Parkway Plano, Texas, 75023** ("The Property"). I have been informed by the City that in conjunction with a public improvement project called the Spring Creek Parkway Corridor, project number 5992, the City, its employees and contractors need to enter The Property at the location described above to perform construction work necessary to remove the existing driveways and construct the new driveways connections to Spring Creek Parkway and Custer Road.

We hereby give to the City, its employees and contractors permission to enter The Property within the "Right of Entry Area" at the location described above to perform the work. As used herein, the Right of Entry Area shall be limited to that thirty foot (30') area on The Property surrounding the driveways shown on Exhibit E of the "Development Agreement" between the City of Plano and Plano Spring Creek Partners, L.P. This permission is granted with the provision that the City agrees to remove all construction debris from the Property upon completion of the Driveway and to install Bermuda sod in all areas of The Property which have been disturbed by City operations, and in the Right-of-Way adjacent to the Property. Nothing herein shall be construed to place upon Owner Representatives or Owner's of The Property any manner of liability for injury to or death of persons or for damage to or loss arising from or in any manner with the City, its employees and contractors right of entry to perform construction work necessary to remove existing driveways and construct new driveways as herein provided. The City agrees to defend, indemnify and hold Owner Representatives and Owners of The Property harmless from and against any and all liability for injury to or death of persons or for damages to or loss of property arising from or in any manner connected to the City's, its employees and contractors right of entry and construction work as herein provided.

The City shall maintain (or cause to be maintained by contractors performing work) commercial general liability insurance with respect to the right of entry in the minimum amount of \$500,000 per occurrence with a minimum \$1,000,000 general aggregate coverage naming Plano Spring Creek Partners, L.P. and WC Custer Creek, L.P. as additional insured under such policy with respect to liability arising from the right of entry as herein provided.

[SIGNATURES APPEAR ON THE NEXT PAGE]

OWNERS REPRESENTATIVE:

**PLANO SPRING CREEK PARTNERS, LP,
a Texas Limited Partnership**

**By: Woodmont Custer Creek GP, LLC.,
a Texas Limited Liability Company,
its General Partner**

By: _____
Stephen Coslik, Managing Member

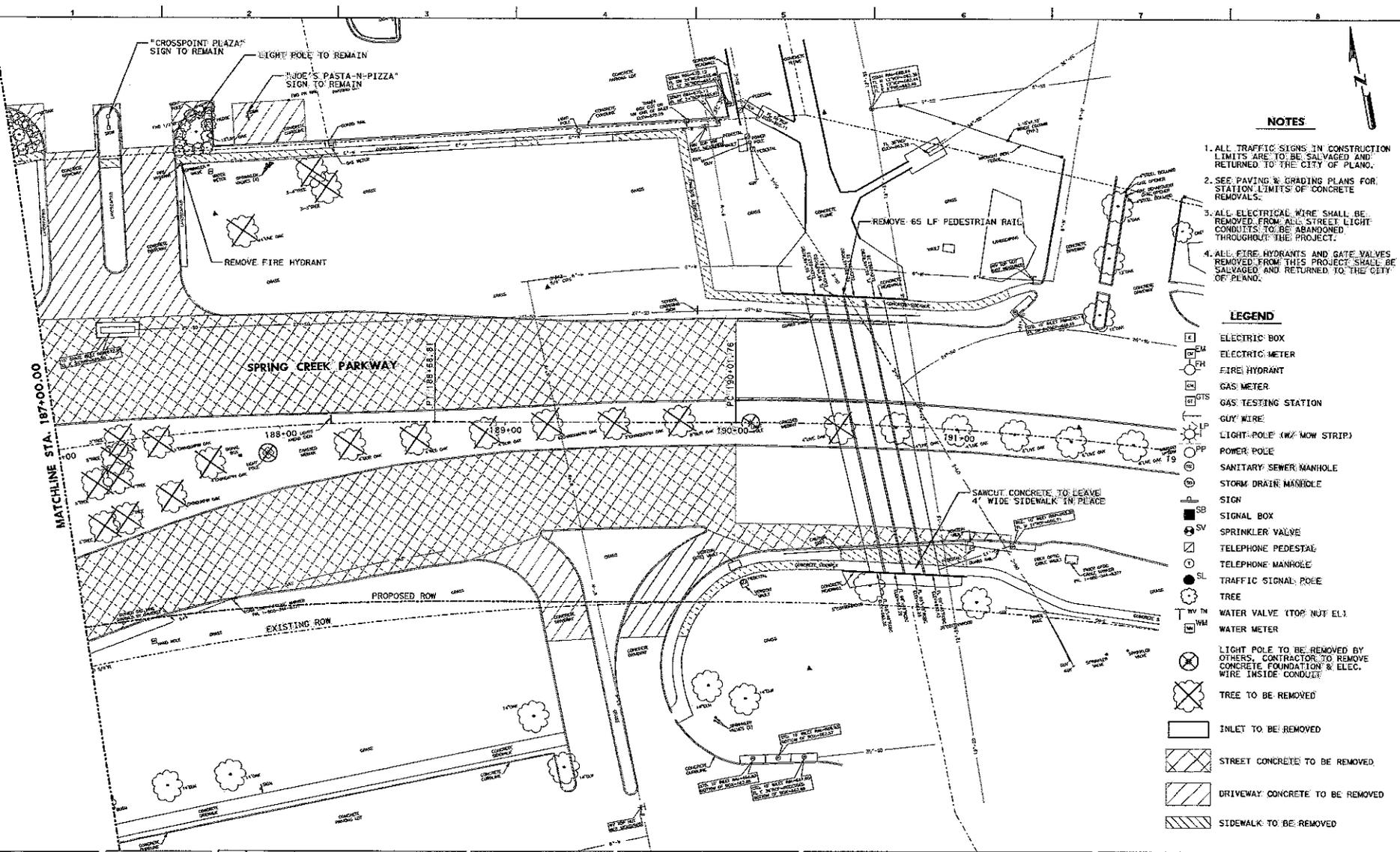
DATE: _____

**WC CUSTER CREEK CENTER, L.P.,
a Texas limited partnership**

**By: WC Custer Creek Center GP, LLC,
a Texas limited liability company,
its General Partner**

By: _____
Nate Paul, Managing Member

100% SUBMITTAL



NOTES

1. ALL TRAFFIC SIGNS IN CONSTRUCTION LIMITS ARE TO BE SALVAGED AND RETURNED TO THE CITY OF PLANO.
2. SEE PAVING & GRADING PLANS FOR STATION LIMITS OF CONCRETE REMOVALS.
3. ALL ELECTRICAL WIRE SHALL BE REMOVED FROM ALL STREET LIGHT CONDUITS TO BE ABANDONED THROUGHOUT THE PROJECT.
4. ALL FIRE HYDRANTS AND GATE VALVES REMOVED FROM THIS PROJECT SHALL BE SALVAGED AND RETURNED TO THE CITY OF PLANO.

LEGEND

- ELECTRIC BOX
- ELECTRIC METER
- FIRE HYDRANT
- GAS METER
- GAS TESTING STATION
- GUY WIRE
- LIGHT POLE (W/ NOW STRIP)
- POWER POLE
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- SIGN
- SIGNAL BOX
- SPRINKLER VALVE
- TELEPHONE PEDESTAL
- TELEPHONE MANHOLE
- TRAFFIC SIGNAL POLE
- TREE
- WATER VALVE (TOP NUT EL.)
- WATER METER
- LIGHT POLE TO BE REMOVED BY OTHERS, CONTRACTOR TO REMOVE CONCRETE, FOUNDATION & ELEC. WIRE INSIDE CONDUIT
- TREE TO BE REMOVED
- INLET TO BE REMOVED
- STREET CONCRETE TO BE REMOVED
- DRIVEWAY CONCRETE TO BE REMOVED
- SIDEWALK TO BE REMOVED

PLOT DRIVER: TX007.WW.BW.PDF.PR
 USER: m30449 DATE: 10/29/2012 TIME: 6:25:00 PM SCALE: NAD
 FILE: #RVA\VAULT\TRBES54



HDR Engineering, Inc.
 Texas P.E. Firm
 Registration No. F-754

ISSUE	DATE	DESCRIPTION
0	10/30/12	100% SUBMITTAL

PROJECT MANAGER	K. McLVINE
DESIGNED	M. LUKING
DRAWN BY	M. LUKING
QA/QC	V. McCLELLOUGH
PROJECT NUMBER	16499B

PRELIMINARY
 FOR INTERIM REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
 Prepared by or under the Direct Supervision of
 KRISTAL McLVINE, P.E. 9662
 OCTOBER 30, 2012



SPRING CREEK PARKWAY

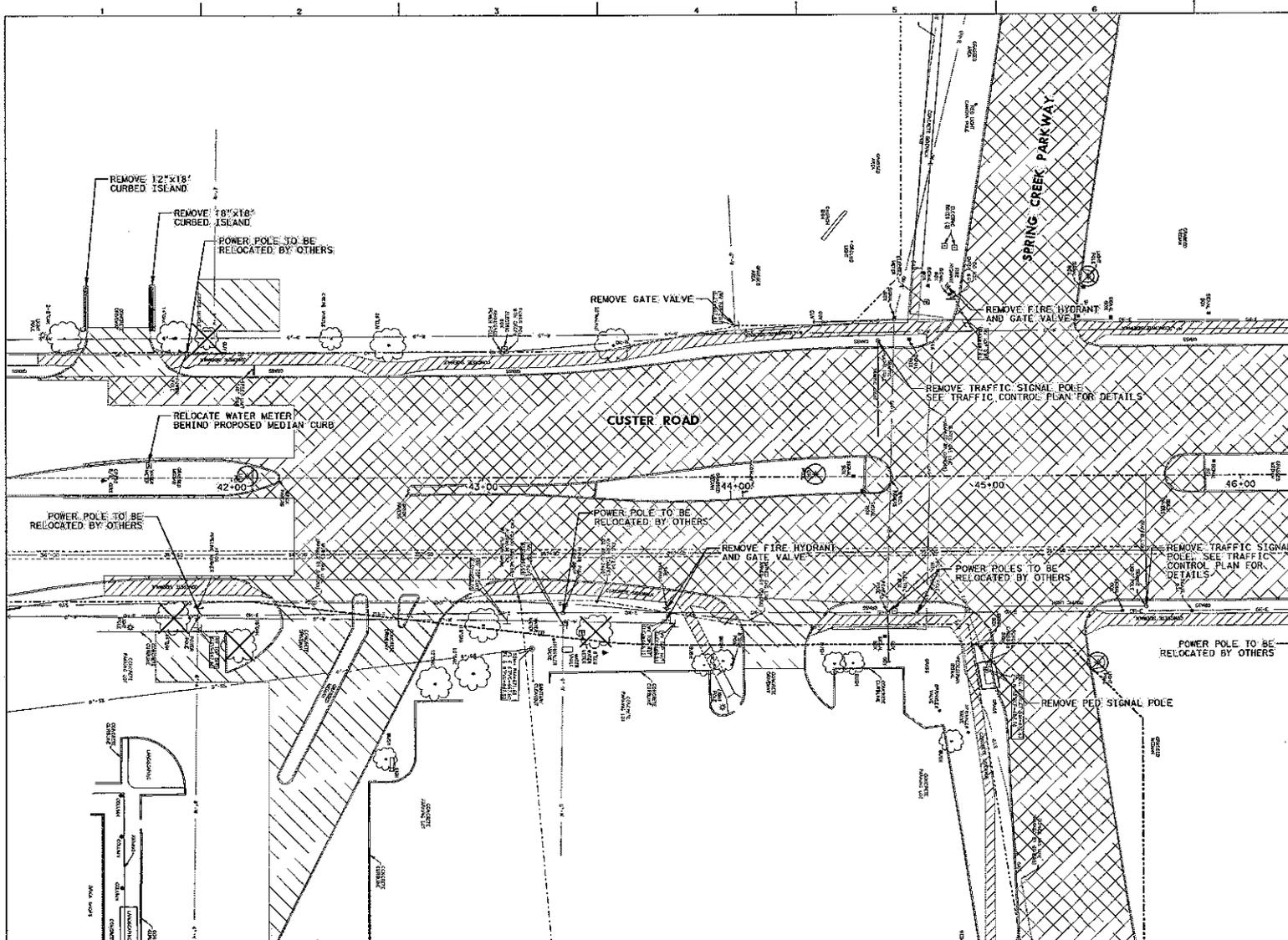
SITE REMOVAL PLANS
SPRING CREEK PARKWAY AT CUSTER
STA. 187+00.00 TO END OF CONSTRUCTION



FILENAME: SCR11.dgn
 SCALE: 1" = 20'

SHEET
22

100% SUBMITTAL



MATCHLINE STA. 46+25.00

NOTES

1. ALL TRAFFIC SIGNS IN CONSTRUCTION LIMITS ARE TO BE SALVAGED AND RETURNED TO THE CITY OF PLANO.
2. SEE PAVING & GRADING PLANS FOR STATION LIMITS OF CONCRETE REMOVALS.
3. ALL ELECTRICAL WIRE SHALL BE REMOVED FROM ALL STREET LIGHT CONDUITS TO BE ABANDONED THROUGHOUT THE PROJECT.
4. ALL FIRE HYDRANTS AND GATE VALVES REMOVED FROM THIS PROJECT SHALL BE SALVAGED AND RETURNED TO THE CITY OF PLANO.

LEGEND

- ELECTRIC BOX
- ELECTRIC METER
- FIRE HYDRANT
- GAS METER
- GAS TESTING STATION
- GOY WIRE
- LIGHT POLE (W/ MOW STRIP)
- POWER POLE
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- SIGN
- SIGNAL BOX
- SPRINKLER VALVE
- TELEPHONE PEDESTAL
- TELEPHONE MANHOLE
- TRAFFIC SIGNAL POLE
- TREE
- WATER VALVE (TOP NUT EL)
- WATER METER
- LIGHT POLE TO BE REMOVED BY OTHERS. CONTRACTOR TO REMOVE CONCRETE FOUNDATION & ELEC. WIRE INSIDE CONDUIT
- TREE TO BE REMOVED
- INLET TO BE REMOVED
- STREET CONCRETE TO BE REMOVED
- DRIVEWAY CONCRETE TO BE REMOVED
- SIDEWALK TO BE REMOVED

PLOT DRIVER: TXDPT_JMI_LIN_PDF_JMI
 USER: mshady DATE: 10/29/2012 TIME: 6:23:37 PM SCALE: USD
 FILE: #PRV\A\ULT\PATH\DESC#



HDR Engineering, Inc.
 Texas PE Firm
 Registration No. F-754

ISSUE	DATE	DESCRIPTION
0	10/30/12	100% SUBMITTAL

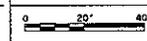
PROJECT MANAGER	K. MOYSENE
DESIGNED	M. LUDWIG
DRAWN BY	M. LUDWIG
QA/QC	V. MOZILLIDUKH
PROJECT NUMBER	164588

PRELIMINARY
 FOR INTERNAL REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
 Prepared by or under the Direct Supervision of
 KRISTAL MULVENE, P.E. 96621
 OCTOBER 30, 2012



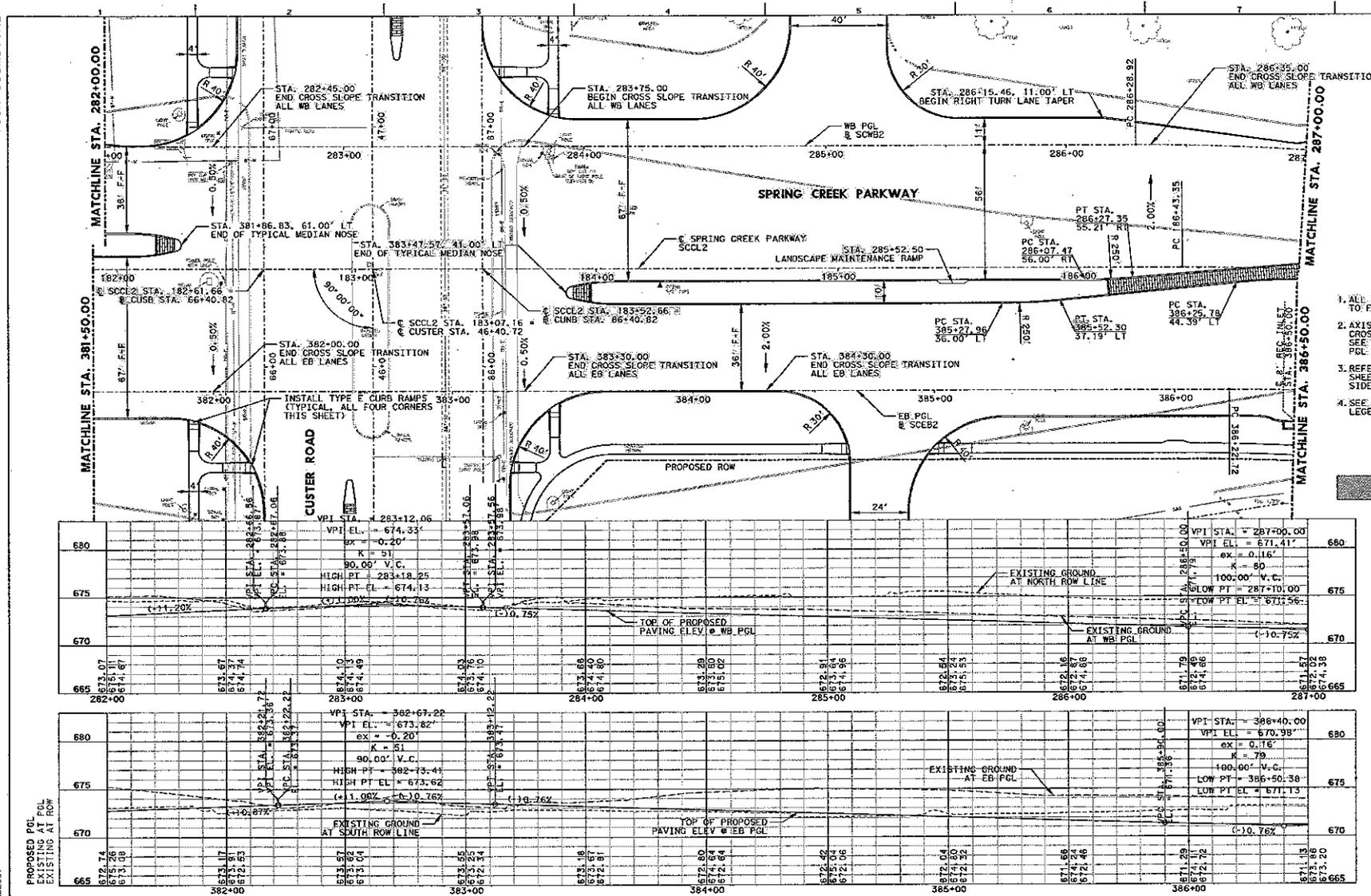
SPRING CREEK PARKWAY

SITE REMOVAL PLANS
CUSTER ROAD
BEGINNING OF CONSTRUCTION TO STA. 46+25.00



FILENAME	SCR12.dgn	SHEET
SCALE	1" = 20'	23

100% SUBMITTAL



- NOTES**
1. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB.
 2. AXIS OF ROTATION FOR CROSS SLOPES IS THE PGL. SEE TYPICAL SECTIONS FOR PGL LOCATION.
 3. REFER TO GRADING PLAN SHEETS FOR DRIVEWAY AND SIDEWALK DIMENSIONS.
 4. SEE SHEET FOR SYMBOL LEGEND AND ABBREVIATIONS.

LEGEND

AREAS OF PAVEMENT REPAIR WITH APPROXIMATE DIMENSIONS SHOWN. EXACT LOCATION WILL BE DIRECTED BY CITY STAFF IN THE FIELD.

PROPOSED PGL EXISTING AT ROW EXISTING AT ROW

PLOT DRIVER: T:\00T\HWL\BK\DWG_P1
 USER: HWS019
 DATE: 10/30/12
 TIME: 6:28:47 PM
 SCALE: ASD
 FILE: SPRINGCREEK\PLAN\RESX.dwg

HDR
 HDR Engineering, Inc.
 Texas P.E. Firm
 Registration No. F-754

ISSUE	DATE	DESCRIPTION
0	10/30/12	100% SUBMITTAL

PROJECT MANAGER: K. McDEVINE
 DESIGNER: M. LEMING
 DRAWN BY: M. LEMING
 QA/QC BY: MCGILLOUGH
 PROJECT NUMBER: 164598

PRELIMINARY
 FOR INTERIM REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
 Prepared by in honor of
 Kristal McDevine, P.E. 942X
 OCTOBER 30, 2012

Alano
 THE STAR IN TEXAS
SPRING CREEK PARKWAY

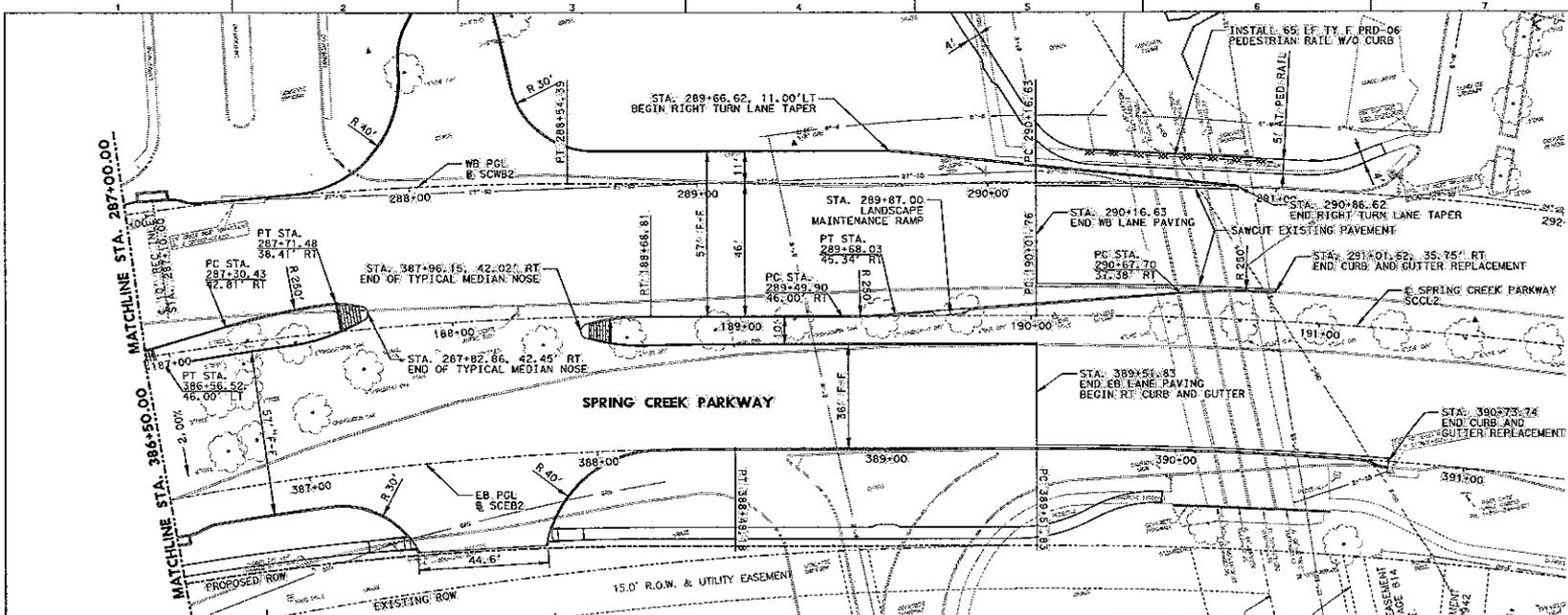
PAVING PLAN & PROFILE
SPRING CREEK PARKWAY AT CUSTER
STA. 182+00.00 TO STA. 187+00.00

0 20' 40'

FILENAME: SCPP10.dgn
 SCALE: 1"=20' V. 1"=5'

SHEET
72

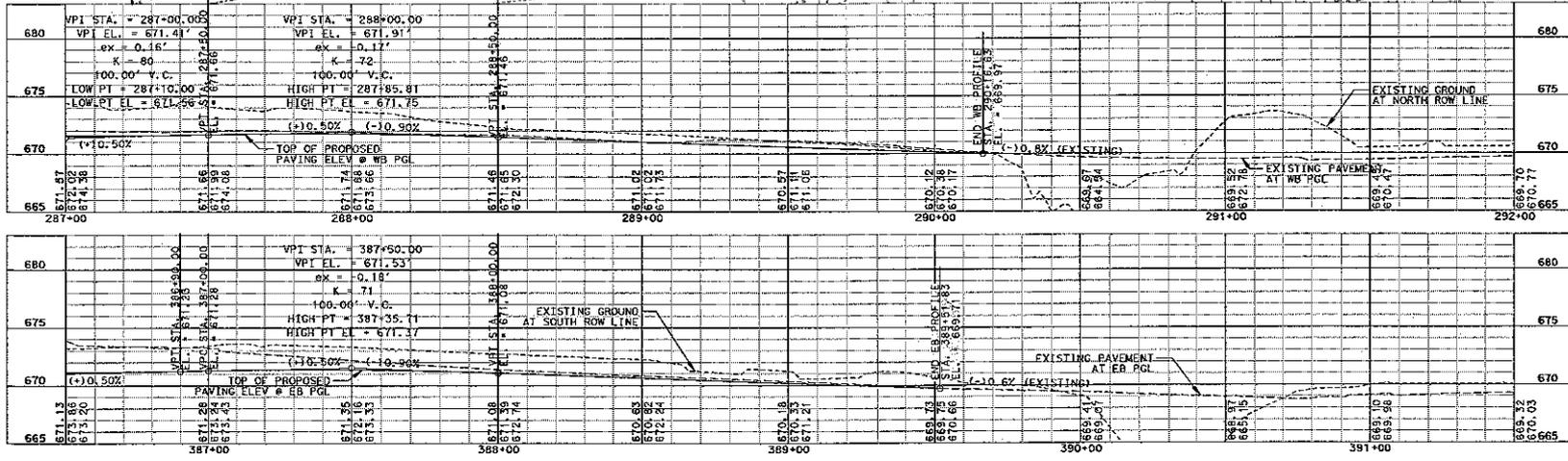
100% SUBMITTAL



- NOTES**
1. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB.
 2. AXIS OF ROTATION FOR CROSS SLOPES IS THE PGL. SEE TYPICAL SECTIONS FOR PGL LOCATION.
 3. REFER TO GRADING PLAN SHEETS FOR DRIVEWAY AND SIDEWALK DIMENSIONS.
 4. SEE SHEET FOR SYMBOL LEGEND AND ABBREVIATIONS.

LEGEND

AREAS OF PAVEMENT REPAIR WITH APPROXIMATE DIMENSIONS SHOWN. EXACT LOCATION WILL BE DIRECTED BY CITY STAFF IN THE FIELD.



PLOT OWNER: TAYLOR, WILLIAM, POF, JR.
 USER: mduffy DATE: 10/29/2012 TIME: 6:28:48 PM SCALE: NED
 FILE: #PVA\HVA\HVA\PROJES#

PROPOSED PGL
 EXISTING AT PGL
 EXISTING AT ROW

HDR
HDR Engineering, Inc.
Texas P.E. Firm
Registration No. F-754

ISSUE	DATE	DESCRIPTION
0	10/30/12	100% SUBMITTAL

PROJECT MANAGER: K. McVEENE
 DESIGNED BY: M. LUDWIG
 DRAWN BY: M. LUDWIG
 G.A./G.V. McCULLOUGH
 PROJECT NUMBER: 1164598

PRELIMINARY
 FOR INTERIM REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
 Prepared by or under the Direct Supervision of
KRISTAL McVEENE, P.E. #432
 OCTOBER 30, 2012

plano
THE STAR IN TEXAS
SPRING CREEK PARKWAY

PAVING PLAN & PROFILE
SPRING CREEK PARKWAY AT CUSTER
 STA. 187+00.00 TO END OF CONSTRUCTION

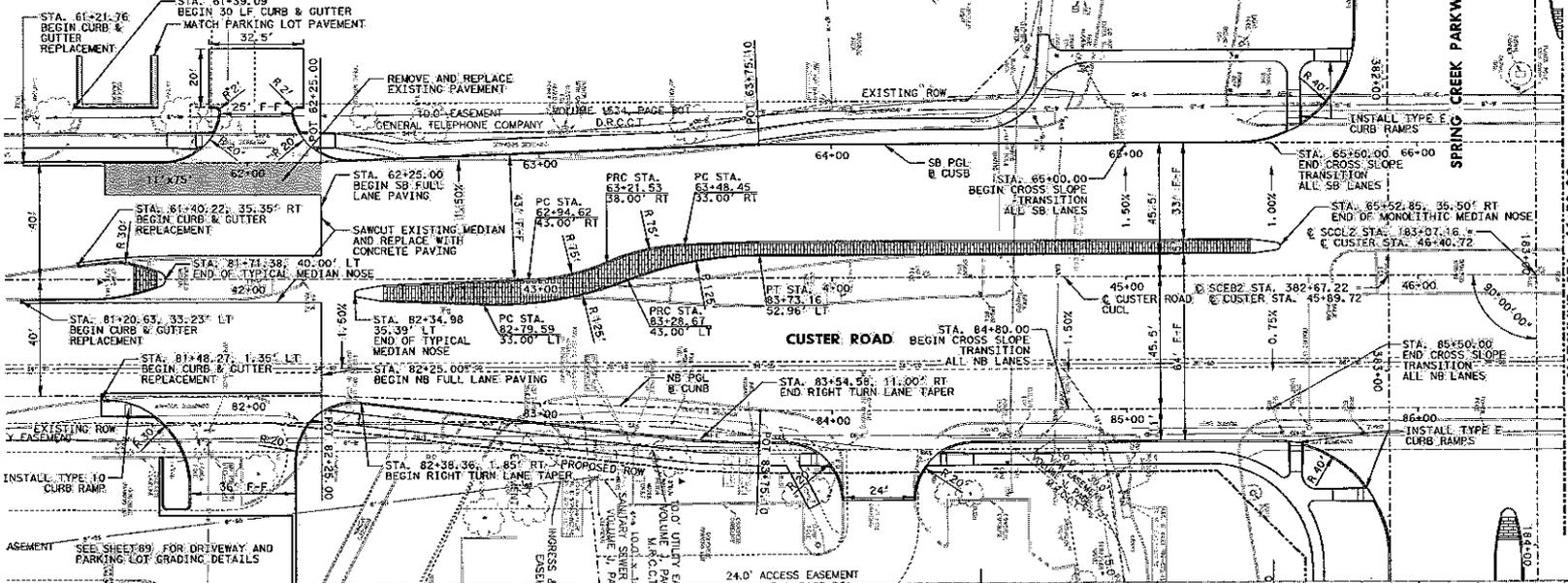
0 20' 40'

FILENAME: SCP11.dgn
 SCALE: H 1"=20' vs. V 1"=5'

SHEET
73

100% SUBMITTAL

SEE SHEET 89 FOR DRIVEWAY AND PARKING LOT GRADING DETAILS

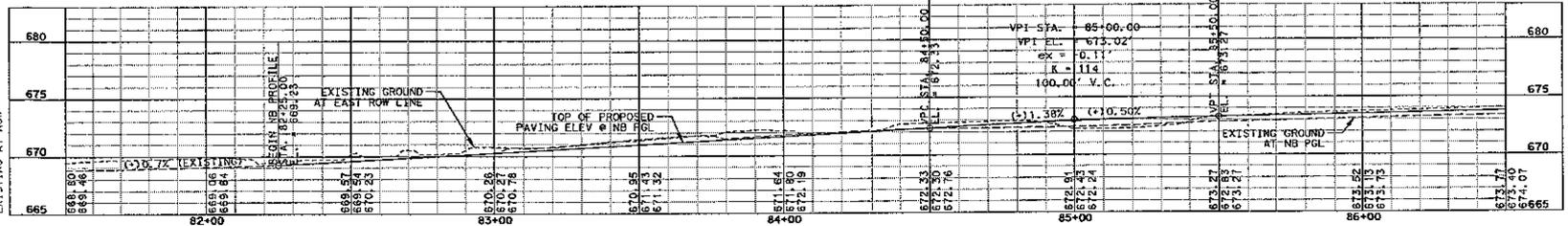
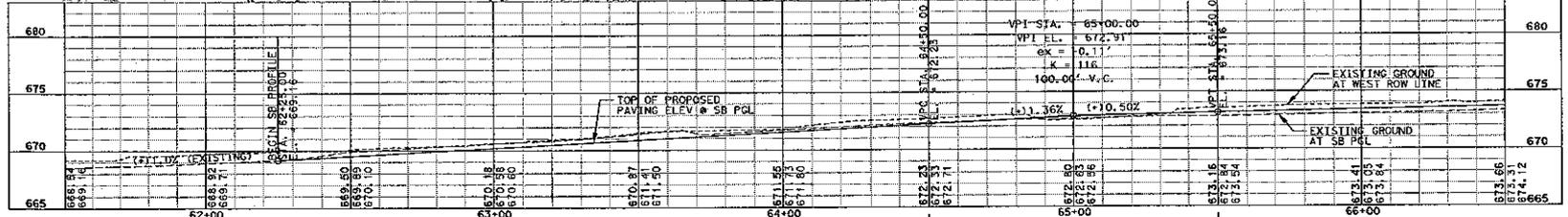


NOTES

1. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB.
2. AXIS OF ROTATION FOR CROSS SLOPES IS THE PCL; SEE TYPICAL SECTIONS FOR PCL LOCATION.
3. REFER TO GRADING PLAN SHEETS FOR DRIVEWAY AND SIDEWALK DIMENSIONS.
4. SEE SHEET FOR SYMBOL LEGEND AND ABBREVIATIONS

LEGEND

AREAS OF PAVEMENT REPAIR WITH APPROXIMATE DIMENSIONS SHOWN; EXACT LOCATION WILL BE DIRECTED BY CITY STAFF IN THE FIELD.



PLT DRIVER: TXDOT\JUN_BW_PDF.plt
 USER: mhwg DATE: 10/30/2012 TIME: 06:58:58 PM SCALE: 1:80
 FILE: #PVA\AV\ACT\PATH\DESCK

HDR
 HDR Engineering, Inc.
 Texas P.E. Firm
 Registration No. F-754

ISSUE	DATE	DESCRIPTION
0	10/30/12	100% SUBMITTAL

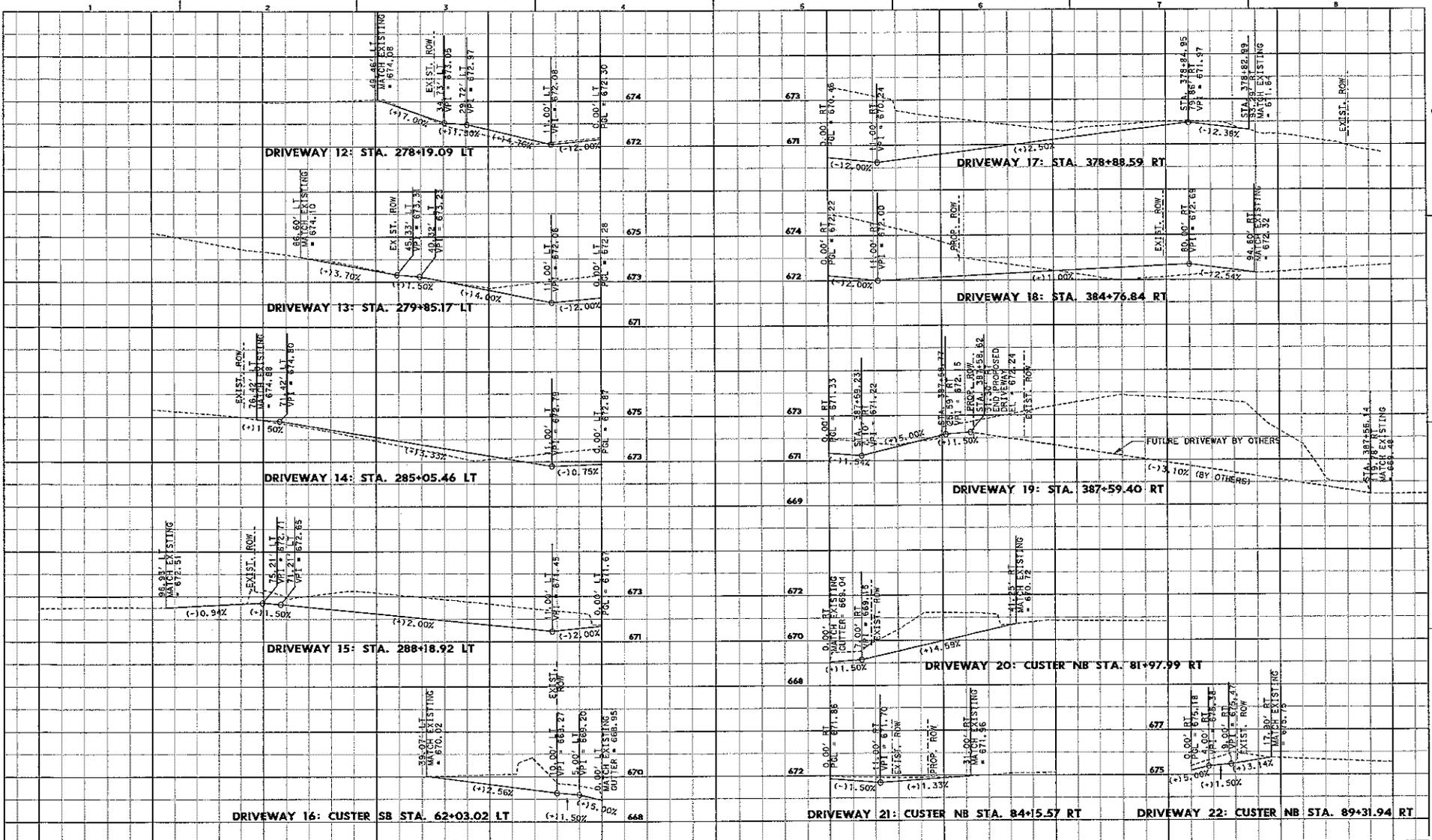
PROJECT MANAGER: K. McILVEENE
 DESIGNER: M. LUDWIG
 DRAWN BY: M. LUDWIG
 QA/QC: V. McCULLOUGH
 PROJECT NUMBER: 164588

PRELIMINARY
 FOR INTERIM REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
 Prepared by or under the Direct Supervision of
KRISTAL McILVEENE, P.E. #6621
 OCTOBER 30, 2012

Alano
 THE STAR IN TEXAS
SPRING CREEK PARKWAY

PAVING PLAN & PROFILE
CUSTER ROAD
BEGINNING OF CONSTRUCTION TO STA. 46+50.00

0 20' 40' FILENAME: SCPP12.dgn SHEET
 SCALE: H: 1"=20' V: 1"=5' **74**



HDR
HDR Engineering, Inc.
Texas P.E. Firm
Registration No. F-754

ISSUE	DATE	DESCRIPTION
0	10/30/12	100% SUBMITTAL

PROJECT MANAGER: K. McELVEINE
 DESIGNED BY: M. LUDWIG
 DRAWN BY: M. LUDWIG
 QA/QC: V. McCULLOUGH
 PROJECT NUMBER: 184598

PRELIMINARY
 FOR INTERIM REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
 Prepared by or under the Direct Supervision of
 KRISTAL McELVEINE, P.E. 16628
 OCTOBER 30, 2012

SPRING CREEK PARKWAY

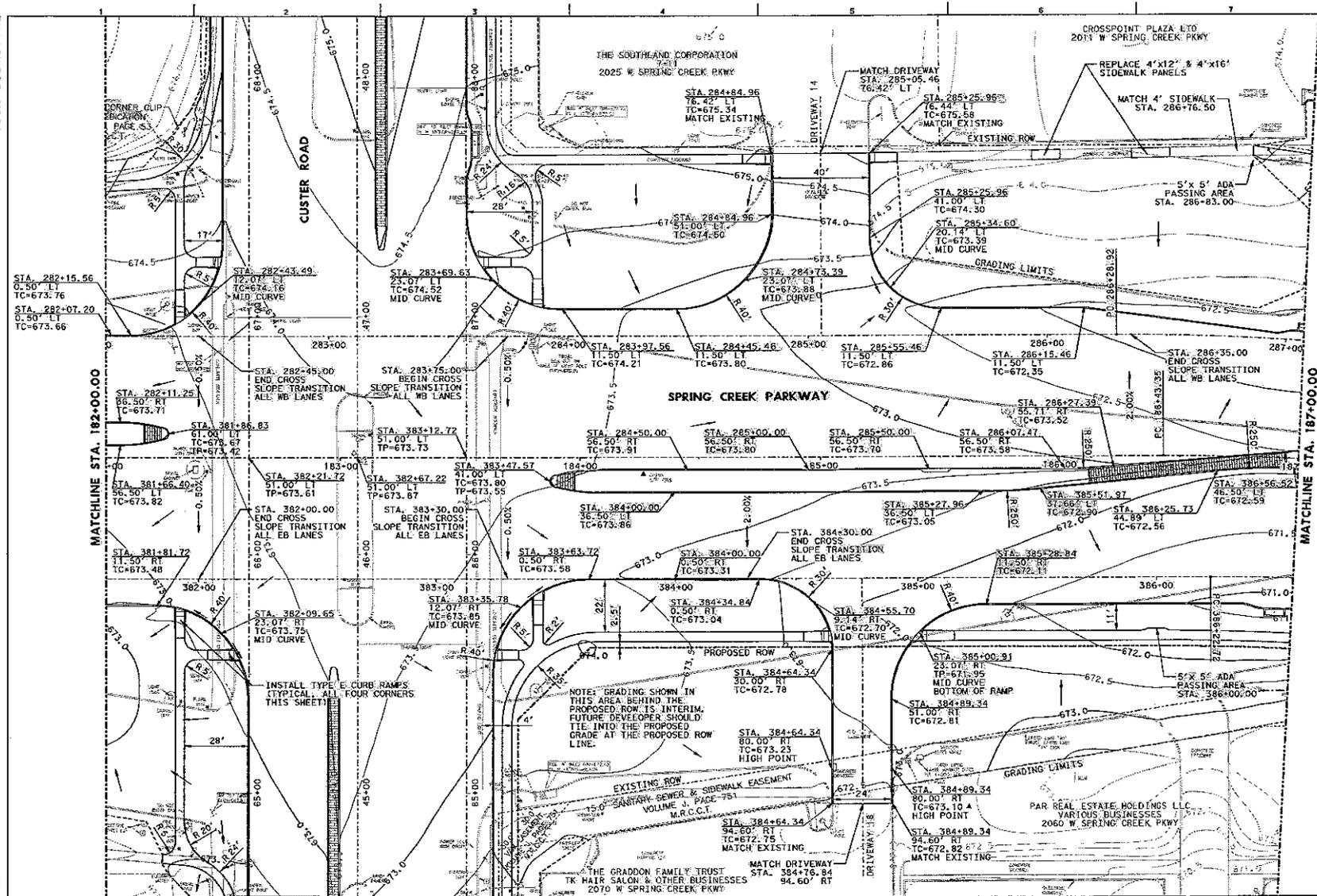
DRIVEWAY PROFILES
 SPRING CREEK PKWY AT CUSTER RD
 CUSTER ROAD

0 10' 20'
 SCALE: H: 1"=10' V: 1"=2'

FILENAME: SCPW02.dgn
 SHEET: 77

100% SUBMITTAL

PLOT DRIVER: X:\DOT\JUN_01\BIL_PDF.plt
USER: mclough DATE: 10/30/2012 TIME: 8:07:13 AM SCALED
FILE: 4\HWY\A\2\PATH\DESIGN



NOTES

1. GRADES SHOWN ARE AT TOP BACK OF CURB UNLESS OTHERWISE NOTED.
2. THE EXACT LOCATIONS OF SIDEWALK PANEL REPAIRS SHALL BE DIRECTED BY THE CITY.
3. SEE DRIVEWAY PROFILE SHEETS FOR CENTERLINE PROFILES.
4. ALL CURB RAMPS AT COMMERCIAL DRIVEWAYS ARE TO BE TYPE E UNLESS OTHERWISE NOTED ON THE PLANS.

LEGEND

- TC = TOP OF CURB
 - TP = TOP OF PAVEMENT
 - FL = FLOWLINE
- AREAS OF PAVEMENT REPAIR: SEE PLAN & PROFILE SHEETS



HDR Engineering, Inc.

Team P.E. Firm
Registration No. F-754

ISSUE	DATE	DESCRIPTION
0	10/30/12	100% SUBMITTAL

PROJECT MANAGER	K. McILWINE
DESIGNED BY	M. LUDWIG
DRAWN BY	M. LUDWIG
QA/QC BY	M. McCOLLUGH
PROJECT NUMBER	184568

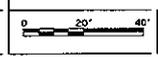
PRELIMINARY

FOR INTERIM REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
Prepared by or under the Direct Supervision of
KENTAL McILWINE, P.E. #628
OCTOBER 30, 2012



SPRING CREEK PARKWAY

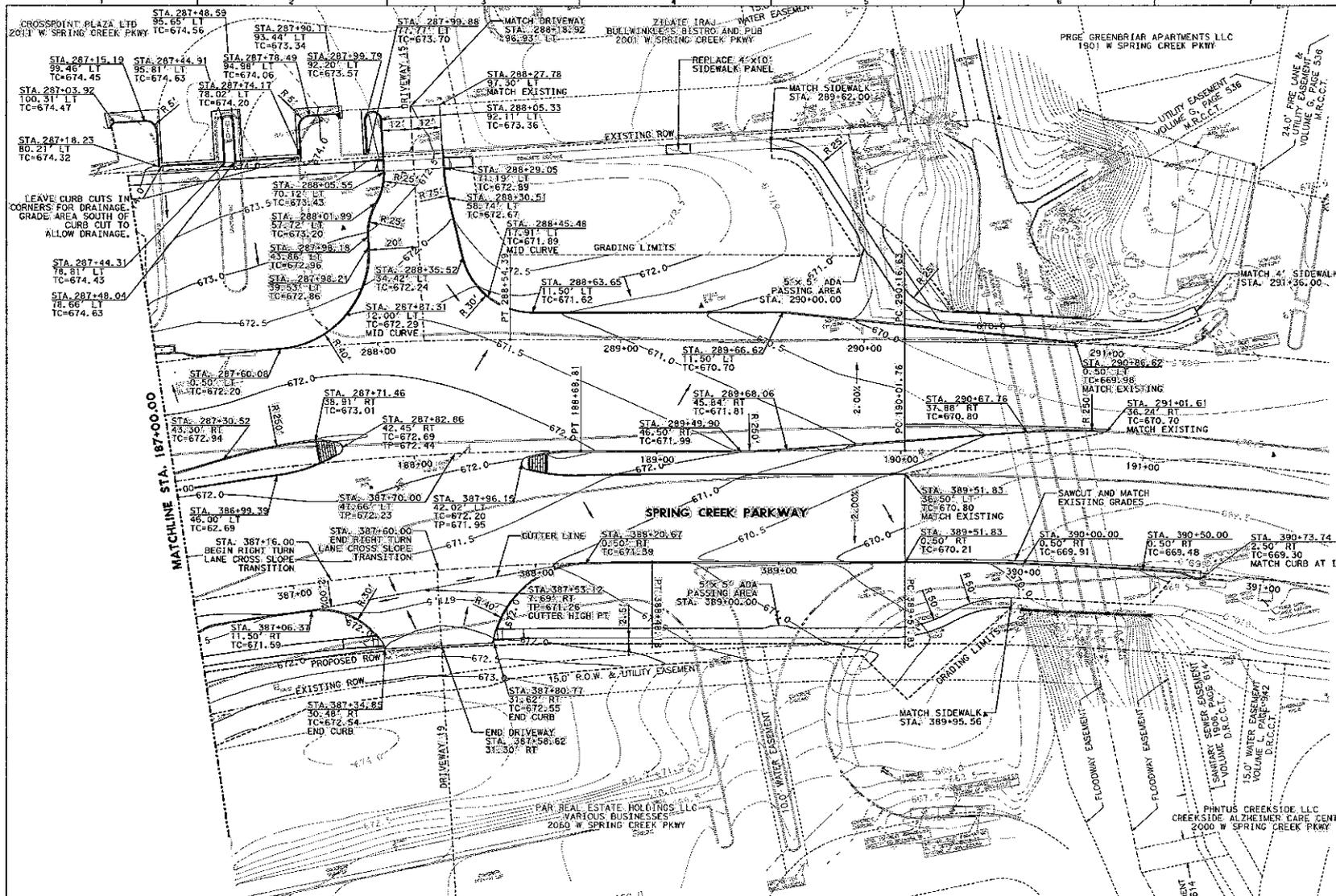
GRADING PLAN
SPRING CREEK PARKWAY AT CUSTER
STA. 182+00.00 TO STA. 187+00.00



FILENAME: SCGP09.dgn
SCALE: 1" = 20'

SHEET
87

100% SUBMITTAL



- NOTES**
- GRADES SHOWN ARE AT TOP, BACK OF CURB UNLESS OTHERWISE NOTED.
 - THE EXACT LOCATIONS OF SIDEWALK PANEL REPAIRS SHALL BE DIRECTED BY THE CITY.
 - SEE DRIVEWAY PROEFILE SHEETS FOR CENTERLINE PROFILES.
 - ALL CURB RAMPS AT COMMERCIAL DRIVEWAYS ARE TO BE TYPE E UNLESS OTHERWISE NOTED ON THE PLANS.
- LEGEND**
- TC = TOP OF CURB
 - TP = TOP OF PAVEMENT
 - FL = FLOWLINE
- AREAS OF PAVEMENT REPAIR: SEE PLAN & PROFILE SHEETS

PROJECT OWNER: TxDOT, WILSON, DUFF, JR
 USER: mduffy
 DATE: 10/30/2012
 FILE: #P019VALETPH055#

REVISION: 02/02/2012/12:35:45
 USER: mduffy
 DATE: 10/30/2012
 SCALE: 1"=20'

HDR
 HDR Engineering, Inc.
 Texas P.E. Firm
 Registration No. F-254

ISSUE	DATE	DESCRIPTION
0	10/30/12	100% SUBMITTAL

PROJECT MANAGER: K. McLYWENE
 DESIGNER: M. LUDWIG
 DRAWN BY: M. LUDWIG
 QA/QC BY: M. McCULLOUGH
 PROJECT NUMBER: 164588

PRELIMINARY
 FOR INTERIM REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
 Prepared by or under the Direct Supervision of
 KRISTAL McLYWENE, P.E. #4621
 OCTOBER 30, 2012

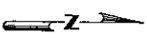
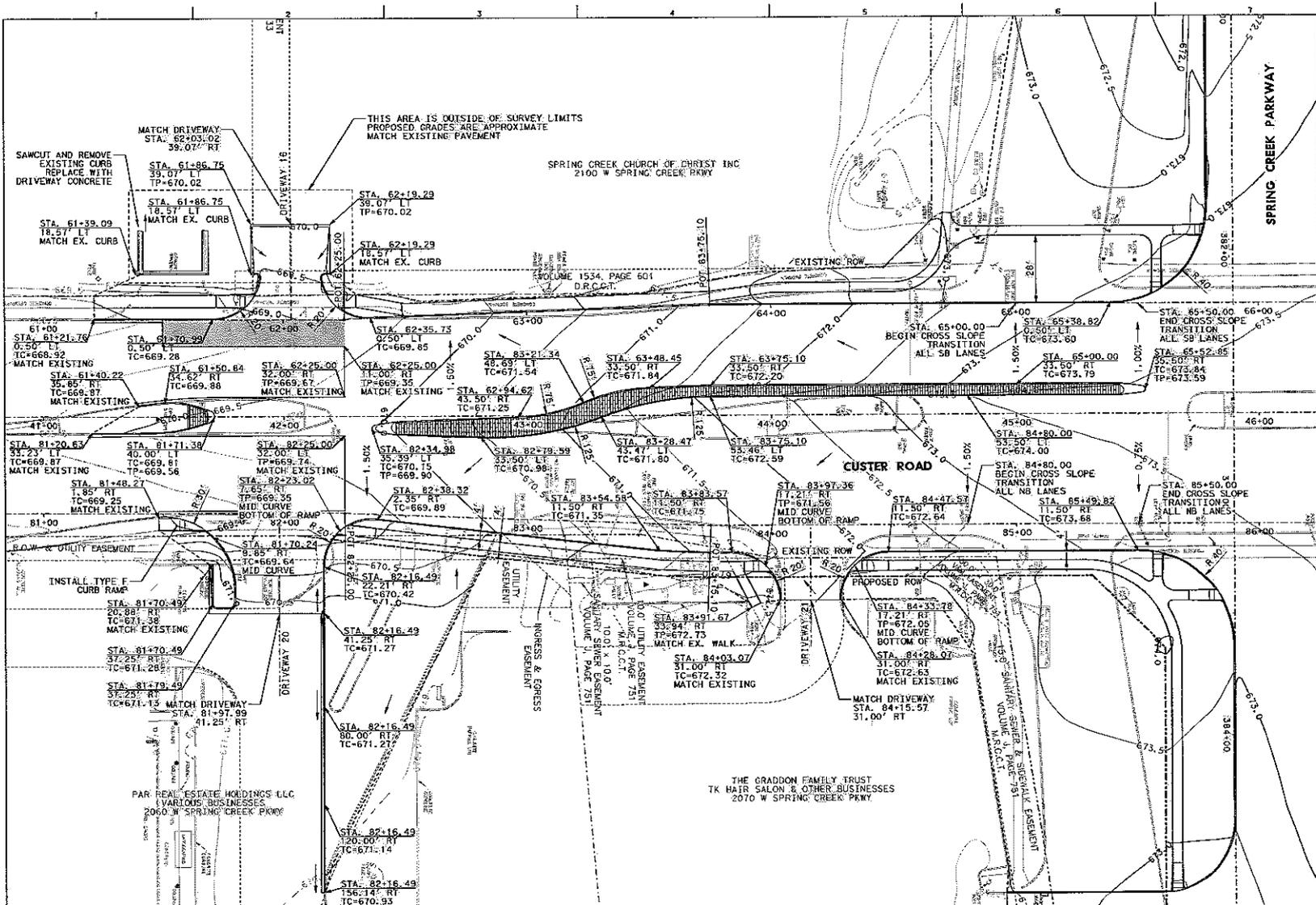
Alano
 THE STAR IN TEXAS
SPRING CREEK PARKWAY

GRADING PLAN
 SPRING CREEK PARKWAY AT CUSTER
 STA. 187+00.00 TO END OF CONSTRUCTION

0 20' 40'
 SCALE 1" = 20'

FILENAME: 30cP10.dwg
 SHEET
 88

100% SUBMITTAL



NOTES

1. GRADES SHOWN ARE AT TOP, BACK OF CURB UNLESS OTHERWISE NOTED;
2. THE EXACT LOCATIONS OF SIDEWALK PANEL REPAIRS SHALL BE DIRECTED BY THE CITY;
3. SEE DRIVEWAY PROFILE SHEETS FOR CENTERLINE PROFILES.
4. ALL CURB RAMPS AT COMMERCIAL DRIVEWAYS ARE TO BE TYPE E UNLESS OTHERWISE NOTED ON THE PLANS.

LEGEND

- TC = TOP OF CURB
 - TP = TOP OF PAVEMENT
 - FL = FLOWLINE
- AREAS OF PAVEMENT REPAIR: SEE PLAN & PROFILE SHEETS

PLOT DRIVER: T:\007\JUN 09\BYP.DWG.#1
 USER: mlsingh DATE: 10/30/2012 TIME: 8:07:29 AM SCALE: 1/8"=1'-0"
 FILE: F:\NVA\114\114P18253.dwg

<p>HDR Engineering, Inc. Texas P.E. Firm Registration No. P-754</p>	<p>PROJECT MANAGER: K. McILWINE</p>
	<p>DESIGNED: M. LUKWIG</p>
<p>10/30/12</p>	<p>DRAWN BY: M. LUKWIG</p>
<p>100% SUBMITTAL</p>	<p>QA/QC: V. McCULLOUGH</p>
<p>ISSUE DATE DESCRIPTION</p>	<p>PROJECT NUMBER: 1164968</p>

PRELIMINARY
 FOR INTERIM REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
 Prepared by or under the Direct Supervision of
 KRISTAL McILWINE, P.E. 0421
 OCTOBER 30, 2012

SPRING CREEK PARKWAY

**GRADING PLAN
 CUSTER ROAD
 BEGINNING OF CONSTRUCTION TO STA. 46+25.00**

0 20' 40'

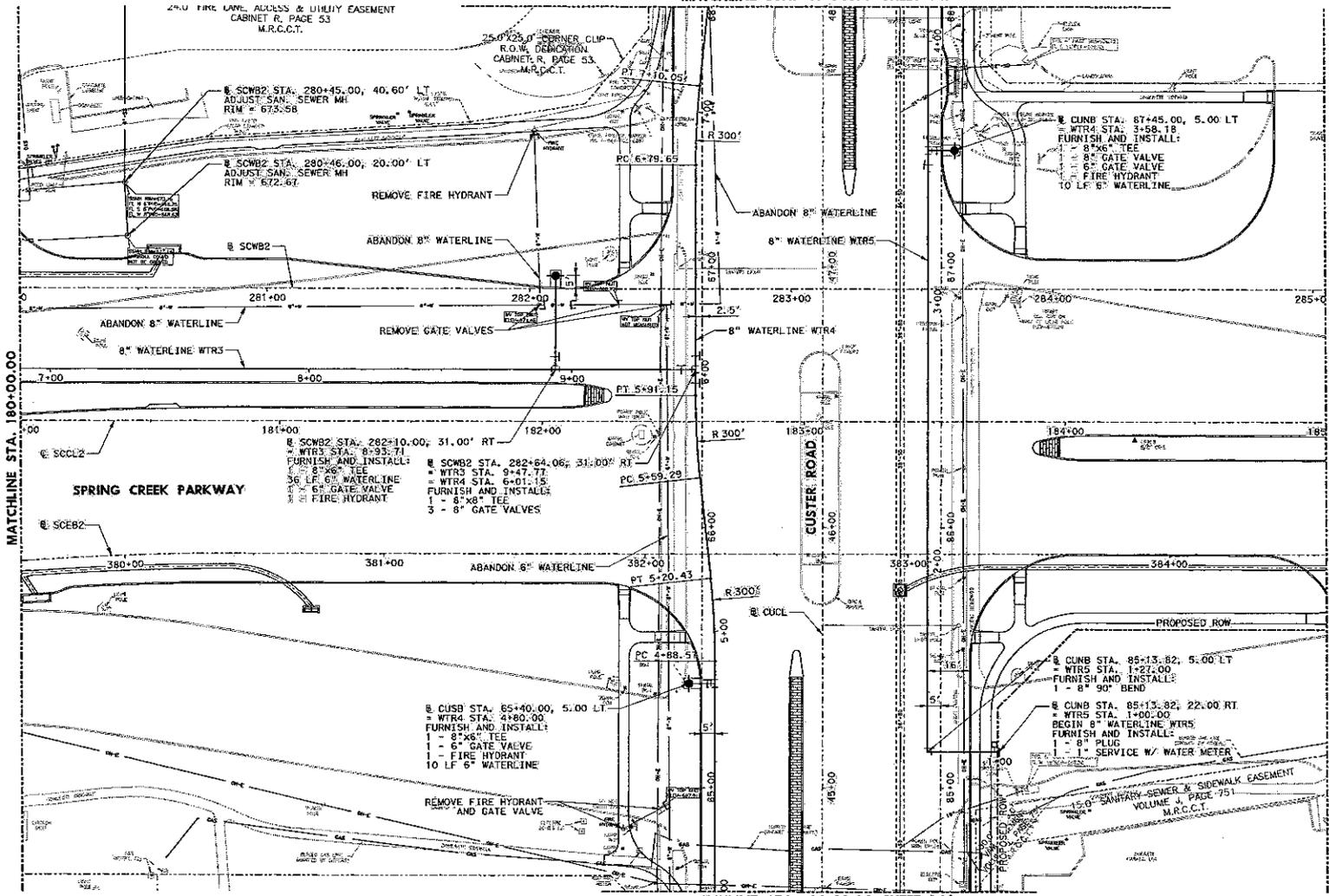
SCALE: 1" = 20'

FILENAME: SOSP11.dgn

SHEET 89

100% SUBMITTAL

MATCHLINE STA. 48+00.00 SHEET 147



NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE, AND ARE BASED ON AVAILABLE RECORDS.
2. SEE GENERAL NOTES FOR MORE INFORMATION ON UTILITY INSTALLATIONS.
3. ALL FIRE HYDRANTS AND GATE VALVES REMOVED FROM THIS PROJECT SHALL BE SALVAGED AND RETURNED TO THE CITY OF PLANO.
4. ALL PROPOSED AND ADJUSTED GATE VALVES OUTSIDE OF PAVING SHALL HAVE CONCRETE PAD INSTALLED PER DETAIL ON 50-15.

MATCHLINE STA. 44+60.00 SHEET 146

PLOT DRIVER: T:\2012\JUN\ENR\PDF.plt
 USER: mldwng DATE: 10/30/2012 TIME: 6:25 AM SCALE: 1:50
 FILE: SPRINGCREEK\UTL\100%SUB.dwg



HDR
 HDR Engineering, Inc.
 Texas P.E. Firm
 Registration No. P-754

ISSUE	DATE	DESCRIPTION
0	10/30/12	100% SUBMITTAL

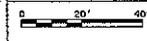
PROJECT MANAGER	K. McILVERNE
DESIGNED	M. LUDWIG
DRAWN BY	M. LUDWIG
QA/QC	V. McCULLOUGH
PROJECT NUMBER	164598

PRELIMINARY
 FOR INTERIM REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
 Prepared by mldwng for David Soper, P.E. at KRISTAL McILVERNE, P.E. 94623
 OCTOBER 30, 2012



SPRING CREEK PARKWAY

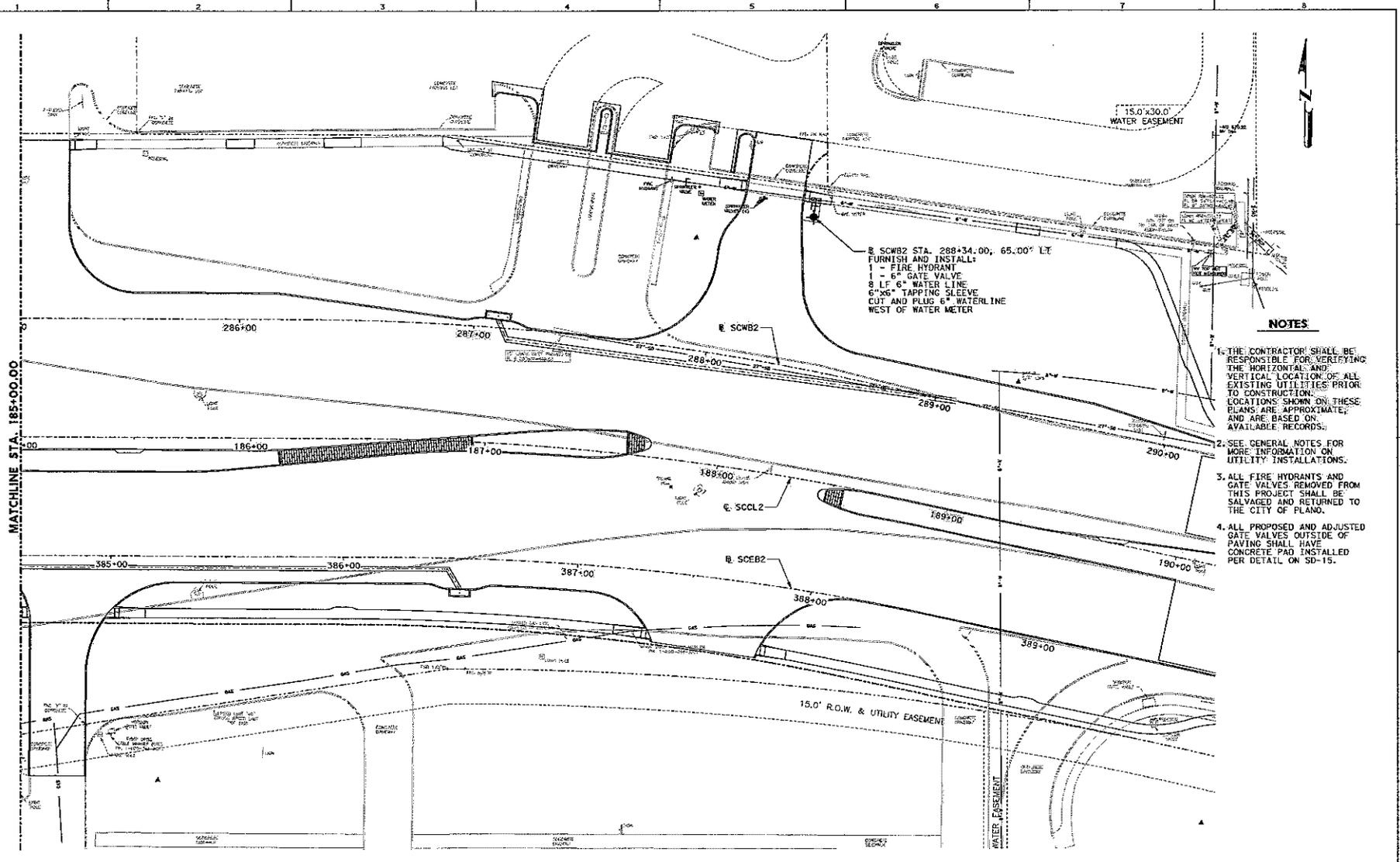
**SPRING CREEK PARKWAY AT CUSTER
 UTILITY ADJUSTMENTS
 STA 180+00.00 TO STA. 185+00.00**



FILENAME: SCUP06.dgn
 SCALE: 1" = 20'

SHEET
144

100% SUBMITTAL



- NOTES**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE AND ARE BASED ON AVAILABLE RECORDS.
 2. SEE GENERAL NOTES FOR MORE INFORMATION ON UTILITY INSTALLATIONS.
 3. ALL FIRE HYDRANTS AND GATE VALVES REMOVED FROM THIS PROJECT SHALL BE SALVAGED AND RETURNED TO THE CITY OF PLANO.
 4. ALL PROPOSED AND ADJUSTED GATE VALVES OUTSIDE OF PAVING SHALL HAVE CONCRETE PAD INSTALLED PER DETAIL ON SD-15.

PLT: BKRN, TUCOT, WML, BW, POF, JH
 USER: mcherry DATE: 10/30/2012 TIME: 8:03:32 AM SCALE: 1/8"=1'-0"
 FILE: SPRINGCREEKPARKWAY.DWG

HDR
 HDR Engineering, Inc.
 Texas P.E. Firm
 Registration No. F-754

ISSUE	DATE	DESCRIPTION
0	10/30/12	100% SUBMITTAL

PROJECT MANAGER	K. McILVEENE
DESIGNED	M. LIJOWICZ
DRAWN BY	M. LIJOWICZ
DATE	10/30/12
PROJECT NUMBER	184598

PRELIMINARY
 FOR INTERIM REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
 Prepared by or under the Direct Supervision of
 KRISTAL McILVEENE, P.E. 96621
 OCTOBER 30, 2012

Plano
 THE STAR IN TEXAS
SPRING CREEK PARKWAY

**SPRING CREEK PARKWAY AT CUSTER
 UTILITY ADJUSTMENTS
 STA 185+00.00 TO STA. 190+00.00**

0 20' 40'

FILENAME: SCUP07.dgn
 SCALE: 1" = 20'

SHEET
145



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/18/12			
Department:		City Manager			
Department Head		Frank F. Turner			
Agenda Coordinator (include phone #): Sherry Jackson - Ext. 7122					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Second Amendment to Development Agreement by and between the City of Plano, Texas, and Tenth Street Plano, L.P.; authorizing its execution by the City Manager or his designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2012-13, 2013-14, 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	50,000	100,000	150,000
BALANCE		0	50,000	100,000	150,000
FUND(s): TIF – EAST SIDE					
<p>COMMENTS: Approval of this item will modify the reimbursement obligations between Tenth Street Plano, L.P. and the City of Plano. Tenth Street Plano, L.P. will reimburse the City of Plano a total of \$150,000 (\$50,000 to be paid May 1, 2013, \$50,000 to be paid May 1, 2014, and \$50,000 to be paid December 1, 2014).</p> <p>STRATEGIC PLAN GOAL: Approval of this Second Amendment relates to the City's Goals of Exciting Urban Centers - Designation for Residents and Guests and Great Neighborhoods - 1st Choice to Live.</p>					
SUMMARY OF ITEM					
Resolution Amending First Amendment dated May 24, 2011 to modify reimbursement obligations between City of Plano and Tenth Street Plano, L.P.					
List of Supporting Documents: Resolution; 2 nd Amendment Development Agreement			Other Departments, Boards, Commissions or Agencies		

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Second Amendment to Development Agreement by and between the City of Plano, Texas, and Tenth Street Plano, L.P.; authorizing its execution by the City Manager or his designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Second Amendment to Development Agreement by and between the City of Plano, Texas and Tenth Street Plano, L.P., a Texas limited partnership (“TSP”), a substantial copy of which is attached hereto as “Exhibit A” and incorporated herein by reference (hereinafter called “Second” Amendment”); and,

WHEREAS, City and TSP entered into a Development Agreement on November 5, 2008, for TSP to perform certain renovations and improvements to public property as well as improvements to the property at 910 10th Street in Plano; and

WHEREAS, City and TSP executed the First Amendment to the Development Agreement on or about May 24, 2011, to modify certain compliance requirements; and

WHEREAS, City and TSP desire to amend said First Modification to modify the reimbursed obligations because although TSP has substantially performed a majority of the improvements provided in the Agreement, it will not likely meet the financial threshold because of current economic conditions; and

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

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

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

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

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

DULY PASSED AND APPROVED this the 18th day of December, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**Second Amendment to the Development Agreement between the City of Plano
and Tenth Street Plano, L.P.**

This Second Amendment to the Development Agreement (hereinafter "Second Amendment") is made and entered into on this the ____ day of December, 2012, by and between **TENTH STREET PLANO, L.P.**, a Texas limited partnership (hereinafter "TSP") and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter "City").

WITNESSETH:

WHEREAS, City and TSP entered into a Development Agreement on or about November 5, 2008, wherein the parties agreed to have TSP perform certain renovations and improvements to public property as well as improvements to the property at 910 10th Street in Plano; and

WHEREAS, the parties executed the First Amendment to the Development Agreement ("First Amendment") on or about May 24, 2011, wherein the parties agreed to modify certain compliance requirements contained in the Development Agreement; and

WHEREAS, the parties now wish to further amend the Development Agreement to modify the reimbursement obligations because although TSP has substantially performed a majority of the improvements provided in the Development Agreement, it will not likely meet the financial threshold because of current economic conditions; and

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree to further amend the Development Agreement (as previously amended by the First Amendment) as follows:

I.

1. As of the date of this Second Amendment, TSP has substantially performed the requirements of Subsection C of Section 5 of the Development Agreement other than the valuation requirement in Subsection C.3. of Section 5 of the Development Agreement.

2. Subsection E of Section 5 of the Development Agreement is hereby amended to read in its entirety as follows:

"E. Since TSP has not satisfied all of the requirements in Subsection C. above, TSP shall reimburse the City in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) to be paid in three (3) equal installments of Fifty Thousand Dollars (\$50,000.00) to be paid by May 1, 2013, May 1, 2014 and December 1, 2014. However, if the Property or any portion of the Property is sold prior to December 1, 2014, TSP must pay the remaining balance (that is that portion of the aforementioned \$150,000.00 which has not been paid) to the City in full prior to the sale. TSP agrees to pay all of City's legal fees and expenses in the event that TSP fails to make timely reimbursement. Early payments are allowed."

IN WITNESS WHEREOF, this Amendment is effective upon the last date of execution by all parties.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

Diane Zucco, CITY SECRETARY

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

Date: _____

ATTEST:

Tenth Street Plano, L.P., a Texas limited partnership

Name: _____
Title: _____

By: Tenth Street Plano GP, LLC, a Texas limited liability company, its general partner

By: _____
Name: _____
Title: _____

Date: _____



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/18/12		
Department:		Legal		
Department Head		Diane Wetherbee		
Agenda Coordinator (include phone #): Jason Stacy # 7109				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the hiring of Mario R. Gutierrez as Assistant City Attorney II by the City Attorney; 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				
2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
FISCAL YEAR:				
Budget	0	71,887	0	71,887
Encumbered/Expended Amount	0	0	0	0
This Item	0	-71,887	0	-71,887
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
<p>COMMENTS: Funding for this item, in the amount of \$71,887 (including benefits), for the remainder of 2012-13 is included in the approved 2012-13 Budget. This position does not increase the number of authorized positions in Legal. City Charter authorizes the hiring of attorneys with the approval of the City Council.</p> <p>STRATEGIC PLAN GOAL: The hiring of an Assistant City Attorney II meets the City's goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>The City Charter authorizes the City Attorney to select attorneys for hire with the approval of the City Council. It is the City Attorney's recommendation that Mario R. Gutierrez be hired as an Assistant City Attorney II for the City Attorney's office. See attached Memorandum regarding qualifications for the proposed new hire.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

M E M O R A N D U M

DATE: December 11, 2012

TO: Honorable Mayor and Members of the City Council

THROUGH: Diane Wetherbee
City Attorney

SUBJECT: **Hiring of Mario Gutierrez as Assistant City Attorney II**

This memo is to provide information regarding the qualifications of Mario Gutierrez as a new hire for the position of Assistant City Attorney II. In accordance with Section 4.05 of the Plano City Charter, I am requesting City Council approval of my selection for this position.

The legal department has one vacancy created by the departure of Susan Johnson on August 7, 2012. The filling of this position is within the current budget allocation and authorized number of positions for my department.

It is my recommendation that Mario Gutierrez be hired to fill the Assistant City Attorney II position for my office. Mr. Gutierrez recently served as the General Counsel for the Alamo Area Council of Governments for five (5) years and assistant city attorney for the City of San Marcos and City of New Braunfels for the cumulative time of seven (7) years. He obtained a Bachelor of Arts Degree in Industrial Engineering from Auburn University and received a Juris Doctor Degree from University of Houston.

Thank you for your consideration. If you have any questions, please let me know.

A Resolution of the City Council of the City of Plano, Texas, approving the hiring of Mario R. Gutierrez as Assistant City Attorney II by the City Attorney; and providing an effective date.

WHEREAS, Section 4.05 of the City Charter of the City of Plano gives the City Attorney the authority to select attorneys, with the approval of the City Council, to represent the City in all litigation and to advise city departments and boards; and

WHEREAS, the City Attorney has selected Mario R. Gutierrez to be hired as an Assistant City Attorney II and is requesting the City Council's approval of same.

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

Section I. The City Council approves of the hiring by the City Attorney of Mario R. Gutierrez as Assistant City Attorney II, such approval to be effective with the date of his employment and compliance with all prescreening requirements.

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

DULY PASSED AND APPROVED this the 18th day of December, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, 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:		December 18, 2012		
Department:		Property Standards		
Department Head		Cynthia O'Banner		
Agenda Coordinator (include phone #): Gloria Carter x5150				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, amending Section 6-45 <i>Penalty</i> and Section 6-50 <i>Deletions, additions, and amendments to Chapter 1 of the International Property Maintenance Code of Article III. Property Maintenance Code, of Chapter 6. Buildings and Building Regulations of the Code of Ordinances of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date.</i></p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
<p>COMMENTS: This item has no fiscal impact.</p> <p>STRATEGIC PLAN GOAL: Amending the Code of Ordinances relates to the City's Goal of Great Neighborhoods – 1st Choice to Live.</p>				
SUMMARY OF ITEM				
<p>This item revises the 2003 Edition of the International Property Maintenance Code adopted by the City of Plano to provide further clarification to and consistency with notice, appeal and penalty provisions.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Ordinance		N/A		

An Ordinance of the City of Plano, Texas, amending Section 6-45 *Penalty* and Section 6-50 *Deletions, additions, and amendments to Chapter 1 of the International Property Maintenance Code* of Article III. Property Maintenance Code, of Chapter 6. Buildings and Building Regulations of the Code of Ordinances of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date.

WHEREAS, on September 27, 2004, by Ordinance No. 2004-9-30, the City Council of the City of Plano adopted the 2003 Edition of the International Property Maintenance Code as the Property Maintenance Code of the City of Plano with certain additions, deletions and amendments; and

WHEREAS, the City Council of the City of Plano finds that further additions and deletions to the International Property Maintenance Code as codified as the City of Plano Property Maintenance Code are necessary; and

WHEREAS, the City Council finds that it is in the best interest of the City to further amend and delete certain provisions, as set out below, of the International Property Maintenance Code as codified as the City of Plano Property Maintenance Code.

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

Section I. Section 6-45 shall be amended to read as follows:

“Sec. 6-45. Penalty.

Any violation of the provisions or terms of the International Property Maintenance Code as adopted by Section 6-46 herein and further amended by Division 2 herein 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 II. The following amendments and deletions to the International Property Maintenance Code as codified in Chapter 6, Article III, Section 6-50 of the Code of Ordinances of the City of Plano shall read as follows:

“Sec. 6-50. Deletions, additions, and amendments to Chapter 1 of the International Property Maintenance Code.

The City of Plano hereby amends Chapter 1, *Administration*, of the International Property Maintenance Code as follows:

Subsection 101.1 Title, is changed to read as follows:

These regulations shall be known as the *Property Maintenance Code* of the City of Plano, hereinafter referred to as “this Code.”

Subsection 101.3, Intent, is changed to read as follows:

This code shall be constructed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required within. Repairs, alterations, additions to and change of occupancy in existing buildings shall comply with the Building Codes as adopted by the City of Plano.

Subsection 102.3, Application of Other Codes, is changed to read as follows:

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Building Codes as adopted by the City of Plano. Nothing in the Code shall be construed to cancel, modify or set aside any provision of the City of Plano Zoning Ordinance.

Subsection 103.4, Liability, is deleted in its entirety.

Subsection 103.5, Fees, is deleted in its entirety.

Subsection 104.1, General, is changed to read as follows:

The code official or the City Manager's designee(s) shall enforce the provisions of this code.

Subsection 106.2, Notice of violation, is deleted in its entirety.

Subsection 106.3, Prosecution of violation, is deleted in its entirety.

Subsection 106.4, Violation penalties, is deleted in its entirety.

Subsection 106.5, Abatement of violation, is deleted in its entirety.

Subsection 107.1, Notice to person responsible, is changed to read as follows:

Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Section 107.2 and 107.3 to the person responsible for the violation as specified in this code as a matter of due process. Notices for condemnation procedures shall also comply with Section 108.3.

Subsection 107.4, Penalties, is deleted in its entirety.

Subsection 108.1.1, Unsafe Structures, is changed to read as follows:

An unsafe structure is one that is found to be dangerous to the life, limb, health, property, safety, or welfare of the public or the occupants of the structure by not providing minimum safeguard to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Subsection 110.1, General, is changed to read as follows:

The code official or Buildings Standards Commission shall order the owner of any structure, which in their judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to demolish and remove such structure.

Subsection 111.1, Application for Appeal, is changed to read as follows:

Any person directly affected by a decision of the code official or a notice under this code shall have the right to appeal to the Building Standards Commission, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. A person's exercise of an appeal does not preclude or abate criminal enforcement for a violation of this code.

Subsections 111.2, Membership of board through 111.8, Stays of Enforcement are deleted in their entirety.”

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

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

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

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

DULY PASSED AND APPROVED this the 18th day of December, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, 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:		December 18, 2012		
Department:		Emergency Management		
Department Head		Ronald Timmons		
Agenda Coordinator (include phone #): Trang Tran x7930				
CAPTION				
An Ordinance of the City of Plano, Texas, amending Sections 2-136 through 2-155 of Article VI. Emergency Management of Chapter 2 Administration of the City of Plano Code of Ordinances to revise the Comprehensive Emergency Management Plan; and providing a repealer clause, a severability clause, a penalty clause, a publication clause and 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: 2012-2013	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: An Ordinance for a Comprehensive Emergency Management Plan relates to the City's goal of a Safe Large City.				
SUMMARY OF ITEM				
An Ordinance of the City of Plano, to revise the Comprehensive Emergency Management Plan which outlines the City's response to disasters.				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, amending Sections 2-136 through 2-155 of Article VI. Emergency Management of Chapter 2 Administration of the City of Plano Code of Ordinances to revise the Comprehensive Emergency Management Plan; and providing a repealer clause, a severability clause, a penalty clause, a publication clause and an effective date.

WHEREAS, on November 8, 2004, by Ordinance No. 2004-11-4, the City Council of the City of Plano, Texas, adopted a Comprehensive Emergency Management Program for the City of Plano and its citizens, and

WHEREAS, the City has recently reviewed its existing Comprehensive Emergency Management Plan and has drafted a new 2012 plan to provide for effective operations in the event of a disaster or other emergency, and intends to periodically review the plan and make appropriate revisions to efficiently protect lives and the property of citizens; and

WHEREAS, the City Council finds that a comprehensive and progressive emergency management plan best serves the public and the City; and

WHEREAS, the City Council approves the 2012 Comprehensive Emergency Management Plan, and authorizes its update as required by State law.

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

Section I. The City Council hereby amends Ordinance No. 2004-11-4, currently codified as Chapter 2, *Administration*, Article VI., *Emergency Management*, Sections 2-136 through 2-155 of the City of Plano Code of Ordinances, as follows:

Existing Section 2-136 is repealed and replaced with the following:

“Sec. 2-136. Comprehensive Emergency Management Plan.

The 2012 Comprehensive Emergency Management Plan, which provides for disaster mitigation, preparedness, response, and recovery and the means for its implementation, which is on file in the City Secretary’s Office and incorporated by reference, is hereby adopted as the Comprehensive Emergency Management Plan for the City.”

Existing Section 2-141 is repealed and replaced with the following:

“Sec. 2-141 Violation of a Rule, Offense, or Order adopted under the Comprehensive Emergency Management Plan.

Any violation by any person, firm, or corporation of the provisions or terms of an emergency executive order or proclamation issued under the “Authorities and References” or “Emergency Authorities” sections of the Comprehensive Emergency Management Plan shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.”

Section II. The City Council intends that this Ordinance, and every provision thereof, is 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 III. 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 IV. Any violation by any person, firm, or corporation of the provisions or terms of an emergency executive order or proclamation issued under the “Authorities and References” or “Emergency Authorities” sections of the Comprehensive Emergency Management Plan adopted by ordinance shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

DULY PASSED AND APPROVED this the 18th day of December, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, 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:		12/18/12		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Janette Weedon (x. 7146)				
CAPTION				
A Public Hearing to provide the citizens and residents with the opportunity to review and provide comment on the projects for the proposed 2013 Bond Referendum.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Approving the public hearing relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The public hearing provides the citizens and residents of the City of Plano with the opportunity to review and provide comment on the projects for the proposed 2013 Bond Referendum.				
List of Supporting Documents: Proposed 2013 Bond Referendum Project List Project Descriptions			Other Departments, Boards, Commissions or Agencies	

**PRELIMINARY 2013 BOND REFERENDUM PROJECTS
AS OF NOVEMBER 26, 2012**

Project	2013-14	2014-15	2015-16	2016-17	Total
<u>Facilities</u>					
Space Assessment	1,000,000	-	-	-	1,000,000
O&M	-	-	-	-	-
Total Facility Authority Needed	1,000,000	-	-	-	1,000,000
Total O&M	-	-	-	-	-
<u>Community & Economic Redevelopment</u>					
Community & Economic Redevelopment	20,000,000	-	-	-	20,000,000
O&M	-	-	-	-	-
Total Community & Economic Redevelopment Authority Needed	20,000,000	-	-	-	20,000,000
Total O&M	-	-	-	-	-
<u>Park Improvements</u>					
Recreational Trails	-	-	6,000,000	6,000,000	12,000,000
O&M	-	-	-	150,000	150,000
Oak Point Park and Nature Preserve	-	8,000,000	-	-	8,000,000
O&M	-	-	200,000	200,000	400,000
Park Improvements	1,000,000	2,000,000	2,000,000	2,000,000	7,000,000
O&M	-	-	250,000	250,000	500,000
Carpenter Park Renovation	600,000	5,400,000	-	-	6,000,000
O&M	-	-	-	-	-
Moore Park Improvements	-	-	600,000	5,400,000	6,000,000
O&M	-	-	-	300,000	300,000
Land Acquisitions	-	-	1,000,000	1,000,000	2,000,000
O&M	-	-	-	25,000	25,000
Maintenance Facility Improvements	-	300,000	2,200,000	-	2,500,000
O&M	-	-	-	25,000	25,000
Linear Park & Open Space	-	20,000,000	-	-	20,000,000
O&M	-	-	-	-	-
Total Park Authority Needed	1,600,000	35,700,000	11,800,000	14,400,000	63,500,000
Total O&M	-	-	450,000	950,000	1,400,000
<u>Recreation Center</u>					
Jack Carter Pool Renovations	700,000	6,800,000	-	-	7,500,000
O&M	-	-	106,955	106,955	213,910
High Point Tennis Center Renovation	-	300,000	2,200,000	-	2,500,000
O&M	-	-	10,000	10,000	20,000
Liberty Recreation Center Expansion & Renovation	-	-	300,000	2,200,000	2,500,000
O&M	-	-	-	170,000	170,000
Total Recreation Center Authority Needed	700,000	7,100,000	2,500,000	2,200,000	12,500,000
Total O&M	-	-	116,955	286,955	403,910

**PRELIMINARY 2013 BOND REFERENDUM PROJECTS
AS OF NOVEMBER 26, 2012**

Project	2013-14	2014-15	2015-16	2016-17	Total
<u>Street Improvements</u>					
* 18th Street - G Ave to West of K Ave	-	200,000	1,013,000	-	1,213,000
* 18th Street - Jupiter to Dale Drive	-	120,000	1,000,000	-	1,120,000
* Alley Recon - Prairie Creek & Cloisters	241,000	-	-	-	241,000
* Alley Reconstruction	340,000	340,000	340,000	340,000	1,360,000
* Barrier Free Ramps & Sidewalks	100,000	100,000	100,000	100,000	400,000
Brand Road - S of 544 to City Limits	-	-	-	60,000	60,000
* Brennan, Knollwood & Casa Grande	150,000	1,200,000	-	-	1,350,000
* Bridge Inspection/Repair	1,060,000	-	-	-	1,060,000
Chaparral Bridge (south half) @ Cottonwood Creek	-	-	200,000	1,000,000	1,200,000
* Computerized Signal System	250,000	250,000	250,000	250,000	1,000,000
* Dallas North Estates	170,000	1,783,000	-	-	1,953,000
* Dallas North Estates 2	-	91,000	759,000	-	850,000
* Dallas North Estates 3	500,000	-	-	-	500,000
* Dallas North Estates 5	200,000	1,822,000	-	-	2,022,000
DNT Ramp Changes	2,500,000	-	-	-	2,500,000
* East Side Entryway	240,000	-	-	-	240,000
* F Ave. and 14th St. Reconstruction	30,000	433,000	-	-	463,000
Intersection Imp. - Jupiter @ PBGT	353,000	-	-	-	353,000
Intersection Improvements	850,000	850,000	850,000	850,000	3,400,000
* Landscaping Street Enhancements	220,000	241,000	-	-	461,000
Legacy Drive Corridor Improvements	1,382,000	-	-	-	1,382,000
Los Rios - Jupiter to Parker, Phase 2	-	-	-	120,000	120,000
Los Rios/North Star - City Limits - 14th Street	-	-	200,000	1,800,000	2,000,000
* Marsh - Park to Parker	96,000	872,000	-	-	968,000
* Meadows Addition, Phase II	-	120,000	2,210,000	-	2,330,000
* Miscellaneous Right of Way	10,000	10,000	10,000	10,000	40,000
* New Concrete Alleys	100,000	100,000	100,000	100,000	400,000
* Oversize Participation	100,000	100,000	100,000	100,000	400,000
* Park - Shiloh to East City Limit	-	-	-	1,988,000	1,988,000
Parker Road Corridor Improvements	2,315,000	-	-	-	2,315,000
Preston Road Corridor Improvements	993,000	-	-	-	993,000
Preston/Plano Parkway Intersection	-	1,650,000	500,000	-	2,150,000
* Redevelopment Street Improvements	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000
Ridgeview - S.H. 121 to Coit	-	-	700,000	1,800,000	2,500,000
* Roadway Median Landscaping	55,000	55,000	55,000	55,000	220,000
* Robin Road & Royal Oaks Drive	1,302,000	-	-	-	1,302,000
* Screening Wall Reconstruction	550,000	550,000	550,000	550,000	2,200,000
Shiloh - 14th Street to Park Boulevard	-	300,000	2,947,000	-	3,247,000
Spring Creek at Coit Intersection Imp.	-	838,000	700,000	-	1,538,000
* Spring Creek North & South Service Roads	247,000	2,301,000	-	-	2,548,000
Spring Creek Pkwy - Park to Parker	-	-	500,000	5,000,000	5,500,000
* Street Lighting	10,000	10,000	10,000	10,000	40,000
* Street Reconstruction	1,000,000	1,000,000	1,000,000	6,000,000	9,000,000
* Traffic Signalization	500,000	500,000	500,000	500,000	2,000,000
* Westwood - 15th Street to Janwood	1,290,000	-	-	-	1,290,000
Windhaven - City Limit to Spring Creek	2,447,000	500,000	-	-	2,947,000
Total Street Improvements	20,601,000	17,336,000	15,594,000	21,633,000	75,164,000
<i>Revenue from Collin County</i>	<i>1,852,000</i>	<i>574,600</i>	<i>2,698,000</i>	<i>5,315,000</i>	<i>10,439,600</i>
<i>Revenue from RTR</i>	<i>2,646,400</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>2,646,400</i>
<i>Revenue from Denton County</i>	<i>96,000</i>	<i>872,000</i>	<i>-</i>	<i>-</i>	<i>968,000</i>
<i>Federal</i>	<i>1,957,600</i>	<i>2,390,400</i>	<i>-</i>	<i>-</i>	<i>4,348,000</i>
<i>Total Revenue Reimbursement</i>	<i>6,552,000</i>	<i>3,837,000</i>	<i>2,698,000</i>	<i>5,315,000</i>	<i>18,402,000</i>
Total Street Improvements Authority Needed	14,049,000	13,499,000	12,896,000	16,318,000	56,762,000

**PRELIMINARY 2013 BOND REFERENDUM PROJECTS
AS OF NOVEMBER 26, 2012**

Project	2013-14	2014-15	2015-16	2016-17	Total
TOTAL PROJECTED AUTHORITY NEEDED	<u>37,349,000</u>	<u>56,299,000</u>	<u>27,196,000</u>	<u>32,918,000</u>	<u>153,762,000</u>
<u>Revocation</u>					
<i>Creative & Performing Arts Facility</i>	<i>(14,192,000)</i>	-	-	-	<i>(14,192,000)</i>
NET NEW AUTHORITY NEEDED	<u>23,157,000</u>	<u>56,299,000</u>	<u>27,196,000</u>	<u>32,918,000</u>	<u>139,570,000</u>
TOTAL PROJECTED O&M	<u>-</u>	<u>-</u>	<u>566,955</u>	<u>1,236,955</u>	<u>1,803,910</u>

* Street projects with NO outside funding

Street projects with outside funding

2013 BOND REFERENDUM PROJECT DESCRIPTIONS

FACILITY PROJECTS

Space Assessment

Assessment of Citywide space needs.

COMMUNITY & ECONOMIC REDEVELOPMENT

Community & Economic Redevelopment

Community & Economic Redevelopment.

PARK IMPROVEMENTS PROJECTS

Recreational Trails

Continued development of recreational trails in accordance with the Parks and Recreation Element of the Comprehensive Plan and for the development of run facilities for 5k, 10k and Half Marathon events.

Oak Point Park and Nature Preserve

Continued development to include special event facilities, music festival improvements, parking, additional concrete recreational trails, additional pavilions, shade structures and playgrounds.

Park Improvements

Continued development and renovation of parks to include sidewalks, irrigation systems, playgrounds, playground shade structures, fences, drainage improvements, restrooms, irrigation systems, picnic areas, outdoor low impact turf exercise areas, parking additions and other typical park improvements.

Carpenter Park Renovation

Complete renovation of the 28 year old athletic complex to include updating of fields to meet current allocation demands, replacement of the lighting system including light poles, new irrigation system, additional parking, new restroom concession stands, drainage improvements and playground replacement.

Moore Park Improvements

Phase 1 improvements to include parking, restrooms, shade structures, 4 unlighted cricket/soccer fields, disc golf course, irrigation, grading and drainage improvements.

Land Acquisitions

Continued acquisition of land to complete the park system in accordance with the Parks and Recreation Element of the Comprehensive Plan.

Maintenance Facility Improvements

Construction of a maintenance facility at Enfield Park to reduce overcrowding at the Jack Carter Park maintenance facility.

Linear Park & Open Space

Linear park of trails and open space.

RECREATION CENTER PROJECTS

Jack Carter Pool Renovations

Complete renovation to include a new 50 meter pool, new pump/filter building, new locker rooms and the additional of recreational pools with recreational amenities.

High Point Tennis Center Renovation

Complete Renovation to included replacement of the pro-shop, sidewalks, fences, landscaping, irrigation and playground with additional parking improvements and the addition of shade structures.

Liberty Recreation Center Expansion & Renovation

Expansion and renovation to included expanded fitness areas with over 55 exercise amenities, classroom improvements, and outdoor pool amenities.

STREET IMPROVEMENT PROJECTS

18th Street - G Ave to West of K Ave

Reconstruction of existing roadway with finished sidewalks and landscaped roadways.

18th Street - Jupiter to Dale Drive

Complete reconstruction of the existing street, sidewalks and drive approaches in conjunction with storm drainage improvements.

Alley Recon - Prairie Creek & Cloisters

Removal and replacement of pavement in the following alleys:

- North side of Knollwood, south of Meadowbrook;
- North of Mollimar from Independence to Dorchester;
- South side of Park Boulevard from Dorchester to Stratford;
- Between Guinevere and Noble Oaks;
- South of Clinton, serving lots fronting on Mariposa
- South of Bengal and west of Roundrock.

Alley Reconstruction

Reconstruction of deteriorated concrete alleys.

Barrier Free Ramps & Sidewalks

Construct ramps in residential neighborhoods and major thoroughfares to meet ADA standards. This project will include additional sidewalks along US 75 around Parker Rd.

Brand Road - S of 544 to City Limits

Widen existing four lanes of Brand Road to a six-lane divided thoroughfare from south of F.M. 544 to the City limits.

Brennan, Knollwood & Casa Grande

Reconstruction of existing street, sidewalks and drive approaches at the following locations:

- Brennan Drive from Greenway west to alley - 730 LF
- Knollwood Drive from Prairie Creek west to cul de sac - 850 LF
- Knollwood Court from Dorchester east to cul de sac - 510 LF
- Casa Grande from Blue Mesa to Isle Royale - 457 LF

Bridge Inspection/Repair

Evaluation of TxDOT bridge inspection reports and field visits to determine improvements.

Chaparral Bridge (south half) @ Cottonwood Creek

Construction of a four-lane bridge on Chaparral Road over Cottonwood Creek.

Computerized Signal System

Control all signalized intersections via a traffic control center. All current and future signals will be connected to the control center. This project includes the installation of video cameras at critical intersections to monitor the traffic first hand. This will be an on-going project with upgrades and improvements made when appropriate. Establishment of wireless (microwave) communication links between the Traffic Management Center and the existing and proposed camera locations are also included.

Dallas North Estates

Complete reconstruction of streets, sidewalks and drive approaches in the Dallas North subdivision. Specific locations include:

- Amherst Drive - Fernwood to Brentwood
- Brentwood Drive - 15th Street to Janwood
- Crestridge Drive - 15th Street to Janwood
- Drexel Drive - Amherst to Janwood.

Dallas North Estates 2

Complete reconstruction of existing street pavement and sidewalks on the following streets:

- Fernwood - Westwood to Edgefield
- Glenwick - Westwood to Edgefield
- Aldridge - Westwood to Edgefield

Dallas North Estates 3

Complete reconstruction of existing street pavement and sidewalks on the following streets:

- Edgefield - Janwood to Springbrook
- Linden - Edgefield to Ridgefield
- Meadowcrest - Springbrook to Ridgefield

Dallas North Estates 5

Complete reconstruction of existing street pavement and sidewalks on the following streets:

- Ridgefield/Quill - Springbrook to Meadowcrest
- Potomac - Springbrook to Ridgefield
- Oakhill - Springbrook to Ridgefield
- Northridge - Springbrook to Ridgefield

DNT Ramp Changes

Construction of ramp changes on the Dallas North Toll road.

East Side Entryway

Construction of entryway features east of U.S.75 to create more aesthetically appearing roadways. Specific projects include:

- RT Corner Treatments (50% City matching)
- Parker Road Enhancements
- Entry Features (to be decided)

F Ave. and 14th St. Reconstruction

Replacement of paving on F Avenue from 13th/14th Connector to 14th Street and on 14th Street from E Avenue to F Avenue.

Intersection Imp. - Jupiter @ PBGT

Improvements to the Jupiter Road and President George Bush Toll way intersection to provide a double right turn lane for southbound traffic on to westbound PGBT and an acceleration lane on the PGBT westbound service road.

Intersection Improvements

Intersection improvements at five locations throughout the City, specifically:

- Legacy Drive at Hedgcoxe Road
- Spring Creek Parkway at Coit Road
- Coit Road at Plano Parkway
- Alma Drive at Plano Parkway
- Spring Creek Parkway at Alma Drive

Landscaping Street Enhancements

Construction of additional entryways, landscaping and other enhancements on various roadways throughout the City.

Legacy Drive Corridor Improvements

Various improvements at intersections along Legacy at US 75, Alma, Custer, K Avenue and Independence.

Los Rios - Jupiter to Parker, Phase 2

Construction of the remaining half of a four-lane divided thoroughfare for Los Rios, north of Parker.

Los Rios/North Star - City Limits - 14th Street

Widen existing four lanes of Los Rios from 14th Street to Plano Parkway and North Star from Plano Parkway to South City Limits to a six-lane divided thoroughfare.

Marsh - Park to Parker

Widen Marsh Lane to a six-lane divided thoroughfare between Park to Parker.

Meadows Addition, Phase II

Complete reconstruction of street, drainage, sidewalks and drive approaches in the Meadows #1 area - Rigsbee Drive - 14th Street to 150 feet north of 18th Street.

Miscellaneous Right of Way

Acquisition of miscellaneous right-of-way required prior to construction of roadways.

New Concrete Alleys

Construct concrete alleys to replace dirt alley locations.

Oversize Participation

Participation with developers for various oversize paving and drainage improvements.

Park - Shiloh to East City Limit

Widen Park Boulevard from the existing four lanes to a six-lane divided thoroughfare from Shiloh to the east City limit.

Parker Road Corridor Improvements

Various intersection improvements at Coit, Independence and Alma.

Preston Road Corridor Improvements

Various intersection improvements along Preston Road at Tennyson, Headquarters, Hedgoxe, Spring Creek and Parker.

Preston/Plano Parkway Intersection

Construction of at-grade intersection improvements.

Redevelopment Street Improvements

As areas of the City begin redeveloping, it will be necessary for the City to make various street improvements to facilitate the development. These funds will be used to build new streets and reconstruct existing substandard streets.

Ridgeview - S.H. 121 to Coit

Construction of a four-lane divided thoroughfare on Ridgeview Drive from S.H. 121 to Coit Road.

Roadway Median Landscaping

Landscaping of thoroughfare medians throughout the City when water restrictions permit.

Robin Road & Royal Oaks Drive

Complete reconstruction of existing street pavement and sidewalks on the following streets: Robin Road - Linda Lane to Independence Parkway; and Royal Oaks Drive - Charter Oak Drive to Peachtree Lane.

Screening Wall Reconstruction

Complete reconstruction of concrete screening walls along major thoroughfares.

Shiloh - 14th Street to Park Boulevard

Construction of the two eastern lanes to complete a four-lane divided thoroughfare.

Spring Creek at Coit Intersection Imp.

Construction of at-grade intersection improvements at Spring Creek Parkway and Coit Road.

Spring Creek North & South Service Roads

Complete reconstruction of existing street pavement and sidewalk from Blue Ridge Trail to Alma Drive.

Spring Creek Pkwy - Park to Parker

Construction of the eastern two lanes to complete a four-lane divided thoroughfare.

Street Lighting

Installation of conduit and concrete bases for street lighting along major thoroughfare.

Street Reconstruction

Complete reconstruction of concrete streets.

Traffic Signalization

Construction of new traffic signals at locations to be determined and upgrades of older traffic signal assemblies in medians with larger pole and 44-foot mast arm at various locations.

Westwood - 15th Street to Janwood

Complete reconstruction of street and sidewalks with storm drainage improvements.

Windhaven - City Limit to Spring Creek

Widen Windhaven Parkway from the City limit to Spring Creek Parkway.



**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:		12/18/12		
Department:		Economic Development		
Department Head		Sally Bane		
Agenda Coordinator (include phone #): Linda Thomason x8301				
CAPTION				
Public Hearing and an Ordinance of the City of Plano, Texas, designating a certain area within the City of Plano, Texas, as Reinvestment Zone No. 133 for tax abatement consisting of a 27.0852 acre tract of land located in the Martha McBride survey, Abstract No. 553, Collin County and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; 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: 2012-13	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. Notice of public hearing published on December 6, 2012 to create Reinvestment Zone 133. The real property improvements amount is \$3,300,000. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.				
SUMMARY OF ITEM				
This relates to Columbia Medical Center of Plano Subsidiary L.P. d/b/a Medical Center of Plano, a Texas limited partnership, request for tax abatement on Reinvestment Zone 133 at 3901 W. 15 th Street.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Ordinance				
Metes and Bounds				

An Ordinance of the City of Plano, Texas, designating a certain area within the City of Plano, Texas, as Reinvestment Zone No. 133 for tax abatement consisting of a 27.0852 acre tract of land located in the Martha McBride survey, Abstract No. 553, Collin County and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.

WHEREAS, the City Council of the City of Plano, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for tax abatement, as authorized by V.T.C.A. Tax Code Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or the "Act"); and

WHEREAS, a public hearing before the City Council was set for 7:00 p.m. on the 18th day of December, 2012, such date being at least seven (7) days after the date of publication of the notice of such public hearing; and

WHEREAS, the City held such public hearing after giving written notice of said hearing to all taxing units overlapping the territory inside the proposed reinvestment zone; and

WHEREAS, the City at such hearing invited any interested person or his representative to appear for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in the notice calling such public hearing should be included in such proposed reinvestment zone, and the concept of tax abatement; and,

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all matters relating to the creation of the reinvestment zone.

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

Section I. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

Section II. Definitions. For the purposes of this Ordinance, the following terms and phrases shall have the following meanings ascribed to them:

- a) Improvements - Improvements shall include, for the purpose of establishing eligibility under the Act, any activity at the location, including, but not limited to, new construction.
- b) Taxable Real Property - Taxable real property shall be as defined in the Texas Property Tax Code and shall not include personal property as defined in said code, nor shall it include land.
- c) Base Year - The base year for determining increased value shall be the taxable real property value assessed the year in which the agreement is executed.

Section III. The City, after conducting the above-mentioned hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

- a) That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto as Exhibit "A"; and
- c) That creation of the reinvestment zone for commercial/industrial tax abatement with boundaries as described in Exhibit "A" will result in benefits to the City and to the land included in the zone and the improvements sought are feasible and practical; and
- d) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.202 of the Act in that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City"; and,

- e) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the City of Plano Revised Policy Statement for Tax Abatement.

Section IV. Pursuant to Section 312.201 of the Act, the City hereby creates a reinvestment zone for commercial/industrial tax abatement encompassing only the area described by metes and bounds in Exhibit "A" attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as Reinvestment Zone No. 133, City of Plano, Texas.

Section V. The zone shall be effective as of January 1, 2015.

Section VI. To be eligible for tax abatement a project shall:

- a) Be located wholly within the zone as established herein.
- b) Not include property that is owned or leased by a member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.
- c) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.
- d) Have and maintain all land located within the designated zone, appraised at market value for tax purposes.

Section VII. Written tax abatement agreements with property owner(s) located within the zone shall provide the terms regarding duration of exemption and share of taxable Real Property Improvements value from taxation as approved hereunder as shown below:

- a) Ten (10) consecutive tax years beginning with and including the January 1, 2015 assessment date for the Real Property Improvements.
- b) Share of taxes abated – fifty percent (50%) of taxes on the total value of appraised Real Property Improvements for the years 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024.

Section VIII. Any written agreements authorized under this Ordinance must include provisions for:

- a) Listing the kind, number and location of all proposed improvements of the property; and

- b) Access to and inspection of property by municipal employees to ensure that the improvements or repairs are made according to the specification and conditions of the agreements; and
- c) Limiting the use of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect; and
- d) Recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement.

Section IX. If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

Section X. This Ordinance shall become effective from and after its date of passage.

DULY PASSED AND APPROVED this 18th day of December, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the Martha McBride survey, Abstract 553 in the City of Plano, Collin County, Texas, and also being all of Lot 1 Block 1 of the addition PLANO MEDICAL PLAZA as recorded in Cabinet G, Page 569, Map Records, Collin County, Texas and being Part of PLANO MEDICAL PLAZA TWO as recorded in Cabinet C, Page 751, and being all of that tract of land deeded to HCA REALTY, INC, as recorded in Volume 2790 Page 443 and being more particularly described as follows:

BEGINNING at a 1 inch iron rod set at the intersection of 15th Street (F.M. 544), a 120 foot Right-of-Way and the south end of a corner clip of Coit Road (F.M. 3193), a 130 foot Right-of-Way and being the most Southerly Southwest corner of this tract;

THENCE North 61 deg. 24 min. 23 sec. West for distance of 174.55 feet to a 1 inch iron rod set for corner at the north end of said corner clip, said point being the beginning of a curve to the left and having a radius of 2929.79 feet, a central angle of 10 deg. 38 min. 45 sec., and a chord that bears North 24 deg. 33 min. 38 sec. West a chord distance of 543.59 feet;

THENCE along said curve to the left an arc distance of 544.37 feet to a 1 inch iron rod set for the point of tangency of said curve for corner;

THENCE North 29 deg. 53 min. 00 sec. West continuing along said Coit Road a distance of 468.20 feet to a X cut set for corner;

THENCE South 89 deg. 26 min. 00 sec. East for a distance of 523.41 feet to a 1 inch iron set for corner;

THENCE North 00 deg. 08 min. 02 sec. West for a distance of 2.60 feet to a 1/2 inch iron rod found for corner

THENCE North 89 deg. 37 min. 10 sec. East for a distance of 19.27 feet to a 1/2 inch iron found for corner;

THENCE North 00 deg. 46 min. 45 sec. East for a distance of 234.06 feet to a 1/2 inch iron found for corner;

THENCE South 89 deg. 51 min. 58 sec. West for a distance of 23.00 feet to a found X cut for corner;

THENCE North 00 deg. 08 mi n. 02 sec. West for a distance of 178.73 feet to a 1/2 inch iron rod found for corner

THENCE South 89 deg. 30 min. 02 sec. East for a distance of 10.12 feet to a 1/2 inch iron rod found for corner being the point of curvature of a circular curve to the left and having a radius of 7.50 feet, a central angle of 46 deg. 17 min. 42 sec., a chord that bears North 67 deg. 21 min. 07 sec. East a distance of 5.90 feet;

THENCE along said curve to the left for an arc distance of 6.06 feet to a 1/2 inch iron rod found and being the point of tangency of said curve;

THENCE North 44 deg. 10 min. 42 sec. East for a distance of 82.73 feet to a point for corner being the point of curvature of a circular curve to the right having a radius of 11.47 feet, a central angle of 46 deg. 30 min. 22 sec., a chord that bears North 67 deg. 25 min. 53 sec. East a distance of 906 feet;

THENCE along said curve to the right for an arc distance of 9.31 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 deg. 18 min. 00 sec. East for a distance of 14.24 feet to a 1/2 inch iron rod found for corner;

THENCE North 01 deg. 07 min. 14 sec. East for a distance of 25.13 feet to a 1/2 inch rod found for corner;

THENCE North 89 deg. 30 min. 02 sec. West for a distance of 328.89 feet to a found X cut for corner and being the point of curvature of a circular curve to the right having a radius of 20.00 feet, a central angle of 71 deg. 09 min. 41 sec., a chord that bears North 53 deg. 55 min. 12 sec. West a chord distance of 23. 27 feet;

THENCE along said curve to the right for an arc distance of 24.84 feet to a found X cut for the point of tangency of said curve;

THENCE North 00 deg. 08 min. 02 sec. West for a distance of 308.51 feet to a found X cut for corner said point being in the south line of American Drive a 60 foot Right-of-Way;

THENCE South 89 deg. 36 min. 43 sec. East along the south line of American Drive for a distance of 605.01 feet to a found X cut for corner;

THENCE South 00 deg. 02 min. 17 sec. West for a distance of 205.09 feet to a 1/2 inch iron rod set for corner and being the point of curvature of a circular curve to the left having a radius of 60.00 feet, a central angle of 90 deg. 07 min. 53 sec., a chord that bears South 45 deg. 06 min. 14 sec. East a chord distance of 84.95 feet;

THENCE along said curve to the right for an arc distance of 94.39 feet to a 1" iron rod found for corner;

THENCE South 00 deg. 10 min. 10 sec. East for a distance of 563.81 feet to a found X cut on top of wall for corner;

THENCE South 89 deg. 44 min. 40 sec. East for a distance of 160.09 feet to a 1 inch iron rod set for corner;

THENCE South 00 deg. 15 min. 20 sec. West for a distance of 27.99 feet to a point for corner;

THENCE South 00 deg. 15 min. 20 sec. West for a distance of 876.85 feet to a 1 inch iron rod set for corner said point being in the north line of said F. M. 544;

THENCE North 89 deg. 44 min. 40 sec. West for a distance of 1.80 feet to a 1 inch iron rod set for corner and being the point of curvature of a circular curve to the left having a radius of 1579.15 feet, a central angle of 15 deg. 00 min. 00 sec., and a chord that bears South 82 deg. 45 min. 20 sec. West a chord distance of 41 2.24 feet;

THENCE continuing along said north line of F. M. 544 and along said curve to the left for an arc distance of 413.42 feet to the point of tangency of said curve to a 1 inch iron rod set for corner;

THENCE South 75 deg. 15 min. 20 sec. West for a distance of 72.50 feet to the POINT OF BEGINNING and containing 1,179,829 square feet or 27.0852 acres of land.



**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:		12/18/12			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): Linda Thomason x8301					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas and Columbia Medical Center of Plano Subsidiary, L.P. d/b/a Medical Center of Plano, a Texas limited partnership, providing for real property tax abatement; and authorizing its execution by the City Manager or his authorized designee; 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:	2012-13	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: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
SUMMARY OF ITEM					
This relates to Medical Center of Plano request for tax abatement on Reinvestment Zone 133 and the creation of the zone at 3901 W. 15 th Street.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Tax Abatement Agreement					

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas and Columbia Medical Center of Plano Subsidiary, L.P. d/b/a Medical Center of Plano, a Texas limited partnership, providing for real property tax abatement; and 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 Tax Abatement Agreement by and between the City of Plano, Texas and Columbia Medical Center of Plano Subsidiary, L.P. d/b/a Medical Center of Plano, a Texas limited partnership, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED this the 18th day of December, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

75,000 additional gross square feet of acute-care facility space to the existing facility with an assessed taxable value of not less than Three Million, Three Hundred Thousand Dollars (\$3,300,000) for **new improvements added** to the Real Property between the dates of January 1, 2013 through December 31, 2014, as determined by the Collin County Central Appraisal District. The real property abatement for the new improvements shall begin in the January 2015 tax year pursuant to Section 9(a) herein unless an extension as a result of an Event of Force Majeure has been approved by the City in writing.

(b) The term “Event of Force Majeure” means 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, shortages or unavailability of materials or labor, or work stoppages any of which event(s) directly impact the Owner at the Real Property. The term shall not include a downturn in the economy.

(c) Upon the occurrence of an Event of Force Majeure, the affected party shall notify the City in writing not less than sixty (60) days of the commencement of the Event of Force Majeure with supporting documentation, the anticipated duration and the actions that the party will take to alleviate the Event of Force Majeure. The City Manager shall consider such request and may grant an extension of time to complete the obligations; such extension shall not be unreasonably withheld. If the Event of Force Majeure results in a delay of meeting the required improvement value, the Owner agrees that in the following year the minimum required taxable value of the improvements shall be met.

DEFAULT

3. Any of the following events shall be deemed a breach of this Agreement resulting in default:

(a) Owner allows its real property improvement taxes owed the City to become delinquent and fails to either (1) timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes, or (2) cure such delinquency within thirty (30) days of receipt of notice of such delinquency; or

(b) Owner fails to construct the improvements required in Section 2(a); or

(c) At any time during the Agreement, the assessed taxable value of the Real Property improvements is less than the minimum amount set forth in Section 2(a) as a result of the Owner’s protest; or

(d) (i) Owner fails to provide the annual certification as required in Section 7; or

(ii) Owner fails to comply with the Assignment provision in Section 8; or

(e) Owner has been convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of aliens at the Real Property.

4. In the event that the Owner defaults under any provision of this Agreement, the City shall give written notice of such default to the Owner and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated except any damages as specified below shall survive the termination of this Agreement. The City Manager is authorized on behalf of the City to send notice of default and to terminate the Agreement for any default that is not cured.

5. Upon the occurrence of an event of default under Section 3(a), (b) or (e) above and that remains uncured, all taxes, including previously abated taxes which would have been paid to the City by the Owner without the benefit of this Agreement, shall become due and owing to the City from the Owner, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07 and Texas Government Code Chapter 2264.

Upon the occurrence of an event of default under Section 3(c) or (d) above and that remains uncured, at the City's sole option, it may require all or a portion of all previously abated taxes which would have been paid to the City by the Owner without the benefit of this Agreement to become due and owing to the City from the Owner, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07. City shall exercise such option within ninety (90) days of notice of default.

EFFECT OF TERMINATION/SURVIVAL OF OBLIGATIONS

6. 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.

ANNUAL CERTIFICATION

7. Beginning November 1, 2015, and on or before the 1st day of November of each calendar year thereafter during the Term (as defined below) of this Agreement, the Owner, or its successors or assigns, must each provide annual certification (substantially in the form attached as **EXHIBIT "B"** hereto) to the City certifying compliance with each applicable term of the Agreement.

ASSIGNMENT

8. If Owner wishes to assign its rights and duties under this Agreement, it must comply with the following provisions. A failure to comply is an event of default and all remedies may apply including but not limited to a suspension of the abatement for the year(s) for which non-compliance occurred.

(a) City Consent Required. Except as permitted by (b) below, this Agreement may not be assigned without the express written consent of the City. The assignment agreement must be furnished in a form acceptable to the City and be provided at least sixty (60) days prior to the effective assignment date for the City Council review and approval.

(b) Exceptions to City Consent. Owner may assign this Agreement without obtaining the City's consent:

(i) To a wholly owned affiliate of Owner; or

(ii) Any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety percent (90%) of the assets of the Owner; or

(iii) Upon the sale of the Real Property by Owner.

(c) Prior to the effective date of the assignment or sale under (a) or (b) above, the Owner agrees to have the assignee or successor execute an agreement with the City to be bound to all the terms and conditions of this Agreement, without exception, and the assignee or successor shall be responsible for any default(s) of the Owner that occurred prior to or after the effective date of the assignment.

ABATEMENT PROVISIONS

9. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City, a portion of real property improvement taxes belonging to Owner located on the Real Property otherwise owed to the City shall be abated as follows:

(a) The tax abatement as to Real Property improvements, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2015 through December 31, 2024.

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty percent (50%) of the taxable value of the Real Property improvements for the tax years set forth above.

(c) The Owner shall have the right to protest and/or contest any assessment of the Real Property improvements where such assessment is above the minimum amount required to be maintained under Section 2 of this Agreement. The abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Notwithstanding the above, it shall be a breach of this Agreement if assessed values fall below those required in Section 2 as a result of an Owner filed protest and/or contest.

NOTICE

10. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For City by notice to:

City of Plano
Attention: Mr. Bruce D. Glasscock
City Manager
P. O. Box 860358
Plano, Texas 75086-0358

With copy to:

City of Plano
Attention: Ms. Diane C. Wetherbee
City Attorney
P. O. Box 860358
Plano, Texas 75086-0358

For Owner by notice to:

HCA
Attention: Mr. Glen Page
Senior Manager, Business Credits & Incentives
One Park Plaza – Bldg. 1-3E
Nashville, TN 37201

With copy to:

HCA
Attention: Ms. Debra Chastain
Directors, Business Credits & Incentives
One Park Plaza – Bldg. 1-3E
Nashville TN 37201

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

MISCELLANEOUS PROVISIONS

11. During the term of the Agreement, the Owner further agrees that the City, its agents and employees, shall have reasonable right (with no less than five (5) business days prior written

notice to Owner) to access the Real Property during regular business hours to inspect the Real Property improvements in order to insure that the location of the Real Property improvements are in accordance with this Agreement and all applicable federal, state, and local laws and regulations.

12. It is understood and agreed between the parties that the Owner, in performing its respective obligations hereunder, is acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties and Owner agrees to indemnify and hold harmless City from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of its respective defaults of its obligations hereunder.

13. Based upon the certification provided by Owner, the City represents that the Real Property is not owned by any member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.

14. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 18th day of December, 2012, authorizing the City Manager to execute the Agreement on behalf of the City.

15. This Agreement was entered into by Owner pursuant to its duly authorized representatives.

16. This instrument shall constitute a valid and binding agreement between the City and the Owner when executed in accordance herewith.

17. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. This Agreement is performable in Collin County, Texas and venue for any dispute arising out of this Agreement shall be in Collin County, Texas.

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

Diane Zucco, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER

Date: _____

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

COLUMBIA MEDICAL CENTER OF
PLANO SUBSIDIARY, L.P. D/B/A
MEDICAL CENTER OF PLANO, a Texas
limited partnership

Print Name: _____

Title: _____

By: _____

Print Name _____

Title: _____

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the Martha McBride survey, Abstract 553 in the City of Plano, Collin County, Texas, and also being all of Lot 1 Block 1 of the addition PLANO MEDICAL PLAZA as recorded in Cabinet G, Page 569, Map Records, Collin County, Texas and being Part of PLANO MEDICAL PLAZA TWO as recorded in Cabinet C, Page 751, and being all of that tract of land deeded to HCA REALTY, INC, as recorded in Volume 2790 Page 443 and being more particularly described as follows:

BEGINNING at a 1 inch iron rod set at the intersection of 15th Street (F.M. 544), a 120 foot Right-of-Way and the south end of a corner clip of Coit Road (F.M. 3193), a 130 foot Right-of-Way and being the most Southerly Southwest corner of this tract;

THENCE North 61 deg. 24 min. 23 sec. West for distance of 174.55 feet to a 1 inch iron rod set for corner at the north end of said corner clip, said point being the beginning of a curve to the left and having a radius of 2929.79 feet, a central angle of 10 deg. 38 min. 45 sec., and a chord that bears North 24 deg. 33 min. 38 sec. West a chord distance of 543.59 feet;

THENCE along said curve to the left an arc distance of 544.37 feet to a 1 inch iron rod set for the point of tangency of said curve for corner;

THENCE North 29 deg. 53 min. 00 sec. West continuing along said Coit Road a distance of 468.20 feet to a X cut set for corner;

THENCE South 89 deg. 26 min. 00 sec. East for a distance of 523.41 feet to a 1 inch iron set for corner;

THENCE North 00 deg. 08 min. 02 sec. West for a distance of 2.60 feet to a 1/2 inch iron rod found for corner

THENCE North 89 deg. 37 min. 10 sec. East for a distance of 19.27 feet to a 1/2 inch iron found for corner;

THENCE North 00 deg. 46 min. 45 sec. East for a distance of 234.06 feet to a 1/2 inch iron found for corner;

THENCE South 89 deg. 51 min. 58 sec. West for a distance of 23.00 feet to a found X cut for corner;

THENCE North 00 deg. 08 mi n. 02 sec. West for a distance of 178.73 feet to a 1/2 inch iron rod found for corner

THENCE South 89 deg. 30 min. 02 sec. East for a distance of 10.12 feet to a 1/2 inch iron rod found for corner being the point of curvature of a circular curve to the left and having a radius of 7.50 feet, a central angle of 46 deg. 17 min. 42 sec., a chord that bears North 67 deg. 21 min. 07 sec. East a distance of 5.90 feet;

THENCE along said curve to the left for an arc distance of 6.06 feet to a 1/2 inch iron rod found and being the point of tangency of said curve;

THENCE North 44 deg. 10 min. 42 sec. East for a distance of 82.73 feet to a point for corner being the point of curvature of a circular curve to the right having a radius of 11.47 feet, a central angle of 46 deg. 30 min. 22 sec., a chord that bears North 67 deg. 25 min. 53 sec. East a distance of 906 feet;

THENCE along said curve to the right for an arc distance of 9.31 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 deg. 18 min. 00 sec. East for a distance of 14.24 feet to a 1/2 inch iron rod found for corner;

THENCE North 01 deg. 07 min. 14 sec. East for a distance of 25.13 feet to a 1/2 inch rod found for corner;

THENCE North 89 deg. 30 min. 02 sec. West for a distance of 328.89 feet to a found X cut for corner and being the point of curvature of a circular curve to the right having a radius of 20.00 feet, a central angle of 71 deg. 09 min. 41 sec., a chord that bears North 53 deg. 55 min. 12 sec. West a chord distance of 23.27 feet;

THENCE along said curve to the right for an arc distance of 24.84 feet to a found X cut for the point of tangency of said curve;

THENCE North 00 deg. 08 min. 02 sec. West for a distance of 308.51 feet to a found X cut for corner said point being in the south line of American Drive a 60 foot Right-of-Way;

THENCE South 89 deg. 36 min. 43 sec. East along the south line of American Drive for a distance of 605.01 feet to a found X cut for corner;

THENCE South 00 deg. 02 min. 17 sec. West for a distance of 205.09 feet to a 1/2 inch iron rod set for corner and being the point of curvature of a circular curve to the left having a radius of 60.00 feet, a central angle of 90 deg. 07 min. 53 sec., a chord that bears South 45 deg. 06 min. 14 sec. East a chord distance of 84.95 feet;

THENCE along said curve to the right for an arc distance of 94.39 feet to a 1" iron rod found for corner;

THENCE South 00 deg. 10 min. 10 sec. East for a distance of 563.81 feet to a found X cut on top of wall for corner;

THENCE South 89 deg. 44 min. 40 sec. East for a distance of 160.09 feet to a 1 inch iron rod set for corner;

THENCE South 00 deg. 15 min. 20 sec. West for a distance of 27.99 feet to a point for corner;

THENCE South 00 deg. 15 min. 20 sec. West for a distance of 876.85 feet to a 1 inch iron rod set for corner said point being in the north line of said F. M. 544;

THENCE North 89 deg. 44 min. 40 sec. West for a distance of 1.80 feet to a 1 inch iron rod set for corner and being the point of curvature of a circular curve to the left having a radius of 1579.15 feet, a central angle of 15 deg. 00 min. 00 sec., and a chord that bears South 82 deg. 45 min. 20 sec. West a chord distance of 41 2.24 feet;

THENCE continuing along said north line of F. M. 544 and along said curve to the left for an arc distance of 413.42 feet to the point of tangency of said curve to a 1 inch iron rod set for corner;

THENCE South 75 deg. 15 min. 20 sec. West for a distance of 72.50 feet to the POINT OF BEGINNING and containing 1,179,829 square feet or 27.0852 acres of land.

**EXHIBIT “B”
CERTIFICATION FORM**

[DATE]

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

RE: Certification Form – Reinvestment Zone No. 133
Tax Abatement Agreement (the “Agreement”) between Columbia Medical Center of Plano
Subsidiary, L.P. d/b/a Medical Center of Plano, a Texas limited partnership (“Owner”) and
the City of Plano.

This letter certifies that Owner is in compliance with each applicable term as set forth in the Agreement. The term of the tax abatement pursuant to the Agreement is January 1, 2015 through December 31, 2024. This form is due on November 1, 2015 and on November 1 of each year thereafter that the Agreement is in force.

Columbia Medical Center of Plano
Subsidiary, L.P. d/b/a Medical Center of
Plano, a Texas limited partnership

By: _____
Print Name: _____
Title: _____



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:		12/18/12		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): Doris Carter ext. 5350				
CAPTION				
Public Hearing and consideration of an appeal of the Planning & Zoning Commission's denial of Zoning Case 2012-31 - Request to rezone 23.7± acres from Research/Technology Center to Single-Family Residence-6 located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 32.9± acres from Research/Technology Center to Single-Family Residence-6 located at the southeast corner of Plano Parkway and North Star Road. Zoned Research/Technology Center. Applicants: Plano Distribution Center, Ltd., Prologis Logistics Services Inc., & Union Pacific Railroad Company				
FINANCIAL SUMMARY				
<input checked="" 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				
At its November 19, 2012 meeting, the Planning & Zoning Commission denied this request by a vote of 6-2. The applicant has appealed the Commission's denial. A 3/4 vote, or 6 out of the 8 City Council members, is required for approval of the request.				
List of Supporting Documents: Letter of Appeal from Applicant 2nd Vice Chair Report P&Z Follow-up Memo Staff Report Locator Map Aerial Map Zoning Exhibit Concept Plan		Other Departments, Boards, Commissions or Agencies Planning & Zoning Commission		



**DOWDEY, ANDERSON
& ASSOCIATES, INC.**
CIVIL ENGINEERS

5225 Village Creek Drive
Suite 200
Plano, Texas 75093
972-931-0694
972-931-9538 Fax

November 20, 2012

Ms. Phyllis Jarrell, Director of Planning
City of Plano
1520 Avenue K, Ste. 250
Plano, Texas 75074

RE: Hudson Heights (Case : 2012-31)
Plano, Texas
City Council Appeal Request

Ms. Jarrell,

As you are aware, on November 19, 2012, the Planning and Zoning Commission denied our zoning and concept plan request for Hudson Heights.

Therefore, on behalf of Lennar Homes and Doug Huey, we respectfully request that concept plan and our zoning case (case no.: 2012-0-31) be appealed to the City Council of Plano at the earliest possible date.

We appreciate your willingness to help us with this request. If you have any questions regarding this request, please contact me at your convenience.

Thank you,

Matthew Alexander, P.E.

RECEIVED
NOV 21 2012
PLANNING DEPT.

Recommendation of the Planning & Zoning Commission
November 19, 2012 Meeting
Second Vice-Chair's Report

Zoning Case 2012-31 – Request to rezone 23.7± acres from Research/Technology Center to Single-Family Residence-6 located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 32.9± acres from Research/Technology Center to Single-Family Residence-6 located at the southeast corner of Plano Parkway and North Star Road. Zoned Research/Technology Center.

Applicants: Plano Distribution Center, Ltd., Prologis Logistics Services Inc., & Union Pacific Railroad Company.

Staff Recommendation: Denial; proposed change does not conform to the Comprehensive Plan and is not consistent with the city's land use policies.

Commission Action: Request was denied 6-2.

Chairman Caso, First Vice Chair Smith, Second Vice Chair Adeoye, Commissioners Cargo, Barbera and Hillburn supported the denial for the zoning change.

Comments included:

- Concerned with the continued loss of core Research and Technology (RT) area to residential development and the need to protect the remaining area.
- Concerned about the public safety response time and the lack of additional capacity at the elementary school.

Commissioners Murray and Pittman supported the zoning request to change to SF-6 zoning.

Comments included:

- Residential area is ideal around the existing middle school.

Additional Comments: The concept plan associated with the Zoning Case 2012-31 was denied by the Commission 7-1 with Commissioner Murray being the only vote against the denial.

Respectfully submitted,



Femi Adeoye, P.E, CFM, PMP

Second Vice Chair

Planning & Zoning Commission

DATE: November 20, 2012
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of November 19, 2012

**AGENDA ITEM NO. 8A - PUBLIC HEARING
ZONING CASE 2012-31
APPLICANT: PLANO DISTRIBUTION CENTER, LTD., PROLOGIS LOGISTICS
SERVICES INC., & UNION PACIFIC RAILROAD COMPANY**

Request to rezone 23.7± acres from Research/Technology Center to Single-Family Residence-6 located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 32.9± acres from Research/Technology Center to Single-Family Residence-6 located at the southeast corner of Plano Parkway and North Star Road. Zoned Research/Technology Center.

APPROVED: _____ **DENIED:** 6-2 **TABLED:** _____

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

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

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

STIPULATIONS:

Denied. The Commissioners voting in opposition believed this was an appropriate location for residential zoning.

PUBLIC HEARING - ORDINANCE

EH/dc

xc: Tony Love, Union Pacific Railroad Company
Reid Dunbar, Prologis, Inc.
Ron Crowell, Plano Distribution Center, Ltd.
Cliff Bormann, Permit Services Manager

CITY OF PLANO

PLANNING & ZONING COMMISSION

November 19, 2012

Agenda Item No. 8A

Public Hearing: Zoning Case 2012-31

Applicant: Plano Distribution Center, Ltd., Prologis Logistics Services Inc., & Union Pacific Railroad Company

DESCRIPTION:

Request to rezone 23.7± acres **from** Research/Technology Center **to** Single-Family Residence-6 located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 32.9± acres **from** Research/Technology Center **to** Single-Family Residence-6 located at the southeast corner of Plano Parkway and North Star Road. Zoned Research/Technology Center.

REMARKS:

The applicant is requesting to rezone 23.7± acres from Research/Technology Center (RT) to Single-Family Residence-6 (SF-6) located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 32.9± acres from RT to SF-6 located at the southeast corner of Plano Parkway and North Star Road. The subject properties are currently undeveloped.

The existing RT zoning district is intended to create a low-density, employment center consisting of office, research and development facilities, and limited assembly operations. RT districts should generally accommodate several users in a campus environment. The requested SF-6 zoning district is intended to provide for small-lot, urban, single-family development protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living.

A concept plan, Hudson Heights, Phases 1 & 2 accompanies this request.

Surrounding Land Use and Zoning

To the west of the subject properties, the land is zoned RT. Across North Star Road and south of Plano Parkway, the properties are primarily undeveloped except for the hard corner which is under construction as an office-showroom warehouse and manufacturing facility. At the northeast corner of Los Rios Boulevard and Plano Parkway there is an existing light-intensity manufacturing development zoned RT with

Specific Use Permit #428 for Moderate-Intensity Manufacturing. To the north, across the Dallas Area Rapid Transit rail line, the properties are zoned RT and Light Industrial-2 and are developed as a mobile-home park and moderate-intensity manufacturing. To the east, the property is undeveloped and is zoned Single-Family Residence-Attached and SF-6, and the SF-6 property is partially developed as single-family homes. To the south the property is zoned RT and is developed as the Douglas Otto Middle School.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Research Technology/Center. Therefore the SF-6 request does not conform to the Future Land Use Plan.

Adequacy of Public Facilities - Water and sanitary sewer services are available to serve the subject property. However, the applicant will need to verify that the sanitary sewer capacity is sufficient to accommodate the proposed change in use from commercial to single-family residential.

School Capacity - The proposed development is located in the Plano Independent School District (PISD). This area is served by Schell Elementary, Douglas Otto Middle School, Williams High School, and Plano East Senior High. At this time and based upon current boundaries, PISD has determined that there is not additional capacity at Schell Elementary School.

Public Safety Response Time - Based upon existing personnel, equipment and facilities, fire emergency response times would exceed their stated response time goal of 6 minutes, 59 seconds, for 90% of their calls.

Access to and Availability of Amenities and Services - The subject property does not have nearby parks to serve the development and there are no planned or existing neighborhood park facilities that will serve homes in this location. A proposed hike and bike trail is planned south of Douglas Otto Middle School and extending under the overhead transmission lines to the east to connect with Breckenridge Park in the City of Richardson.

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

ISSUES:

Research Technology/Center (RT) Intent and the Economic Development Element of the Comprehensive Plan

As noted above, the RT zoning district is intended to create a low-density, employment center consisting of office, research and development facilities, and limited assembly operations. RT districts should generally accommodate several users in a campus environment. In addition, the Economic Development Element of the Comprehensive

Plan encourages the preservation of land in employment centers, such as the RT area, for future economic development. The element states that:

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

Rezoning the subject property, particularly on the north side of Plano Parkway, for residential uses prohibits future expansion opportunities for the existing light-intensity manufacturing business to the west, and limits future opportunities for similar and/or supporting uses to locate on the property.

The subject property should be preserved for employment and future economic development opportunities in accordance with the RT zoning district and Future Land Use Plan recommendation. Additionally, rezoning these parcels from RT to SF-6 will reduce the number of large sites (greater than 20 acres) zoned RT down to two, thereby limiting opportunities for economic and employment growth. During April 2012, the City Council reaffirmed the city’s land use policies for preserving land for economic development and employment opportunities.

Boundary for Residential Development in the RT area

In Fall 2010, approximately 70 acres east of the subject properties was rezoned from PD-202-Research/Technology Center District to SF-6 and Single-Family Residence-Attached (SF-A). Following these rezoning cases the City Council requested a review of the existing Research/Technology Center district (RT) and directed staff to work with the Planning & Zoning Commission to develop a new plan for RT. At the Council’s request, the Commission evaluated what the boundaries of the “core” RT area should be, including analyzing appropriate uses for any areas that might be removed from the RT. After the assessment, the Commission determined that the area west of Bradshaw Drive constitutes the “core” of the RT district and should remain intact; Council concurred during March 2011.

The subject property falls within the areas that constitute the “core” of the RT district that the Commission and Council recommended to remain intact. Therefore, this request is not consistent with the Commission and Council’s direction regarding the boundaries of the RT district. In addition, the proposed rezoning removes two of the larger vacant commercial properties within an area that is reserved for employment centers and future economic development opportunities.

Impact on City Services and Availability of Amenities and Services

In April 2012, the City Council adopted interim amendments to the Comprehensive Plan which included recommendations pertaining to the use of the city's undeveloped land. One of those recommendations is applicable to this zoning request:

All residential rezoning requests should be evaluated to determine the impact on infrastructure, public safety response, school capacity, and access to and availability of amenities and services.

The proposed site does not have nearby parks to serve the development and there are no planned or existing neighborhood park facilities that will serve homes in this location. South of the existing Douglas Otto Middle School, the city has a planned trail extension which will extend eastward under the overhead transmission lines and eventually tie in to Breckenridge Park in Richardson. The nearest neighborhood park is Shoshoni Park which is located on the north side of 14th Street, west of Shiloh Road. Additionally, PISD representatives have stated that Schell Elementary School does not have additional capacity available. Finally, this site exceeds the response times for public safety response personnel.

Surrounding Zoning Districts and Land Uses

Although the requested single-family residential zoning is consistent with the existing residential zoning to the east, the requested single-family residential zoning is not consistent with the adjacent RT zoning to the west, as well as other nonresidential zoning districts and uses within the surrounding area including the nearby Plano Richardson Police Training Facility outdoor pistol and rifle firing ranges within the City of Plano. Depending on ambient noise and weather conditions, gunfire from both the pistol and rifle ranges can be heard from this site. Firing occurs regularly Monday through Saturday and is not typically conducive to a residential environment.

Businesses locate in commercial districts where comparable uses are allowed and that may have like operations such as truck traffic, loading operations, increased noise levels, and lighting. Introducing residential uses in a commercial area could discourage businesses from locating in the area. Locating residential uses in an area that has historically been zoned for nonresidential uses and where businesses are already located creates land use compatibility issues.

Furthermore, staff is concerned that the existing light-intensity manufacturing development at the northeast corner of Los Rios Boulevard and Plano Parkway could be incompatible with future residential neighborhoods. This property also has an SUP for moderate-intensity manufacturing, although it is currently operating as light-intensity manufacturing. The Zoning Ordinance defines moderate-intensity manufacturing as manufacturing of finished products and component products or parts, including the transportation, treatment, or processing of materials' or substances, exclusive of basic industrial processing. These uses are not appropriate adjacent to residential zoning.

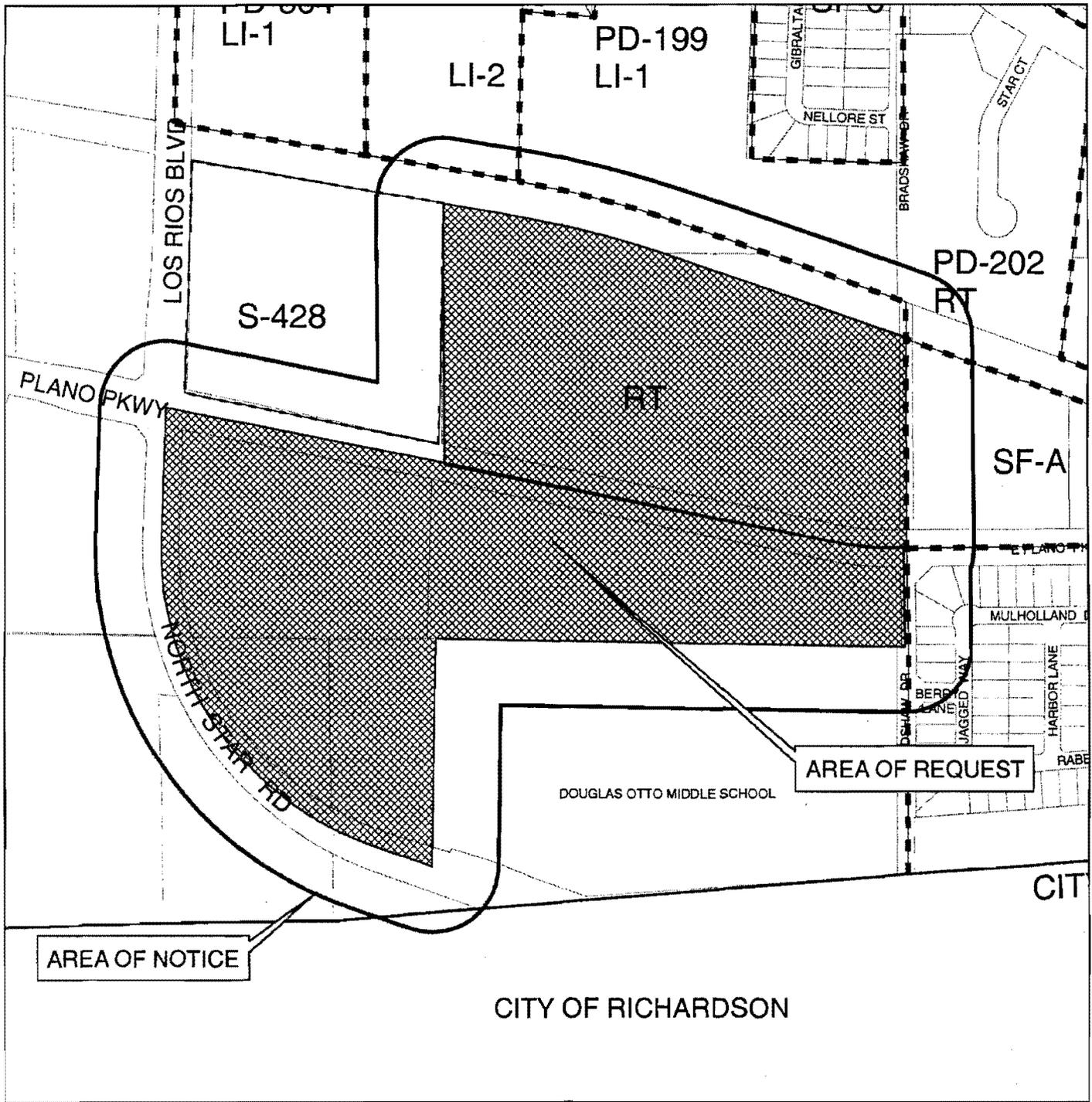
Summary

The applicant is requesting to rezone 23.7± acres from RT to SF-6 located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 32.9± acres from RT to SF-6 located at the southeast corner of Plano Parkway and North Star Road. The request is not in conformance with the Future Land Use Plan of the Comprehensive Plan which recommends Research/Technology Center, and it is not consistent with the city's land use policies regarding the preservation of land within employment centers for economic development and employment opportunities. The proposed rezoning also conflicts with the Commission and Council's direction regarding preserving the area west of Bradshaw Road in southeast Plano as the "core" RT area, and more recently the direction received from the Commission and Council during April 2012, regarding the use of the city's remaining undeveloped land.

Although residential zoning currently exists to the east of the subject properties, overall staff believes the proposed location is not appropriate for single-family uses. The current RT zoning allows numerous nonresidential uses that are more suitable at this location than what is being proposed. Single-family uses at the proposed location will not be the best and appropriate use for the site. Therefore, staff recommends denial of the requested rezoning from RT to SF-6.

RECOMMENDATION:

Recommended for denial.

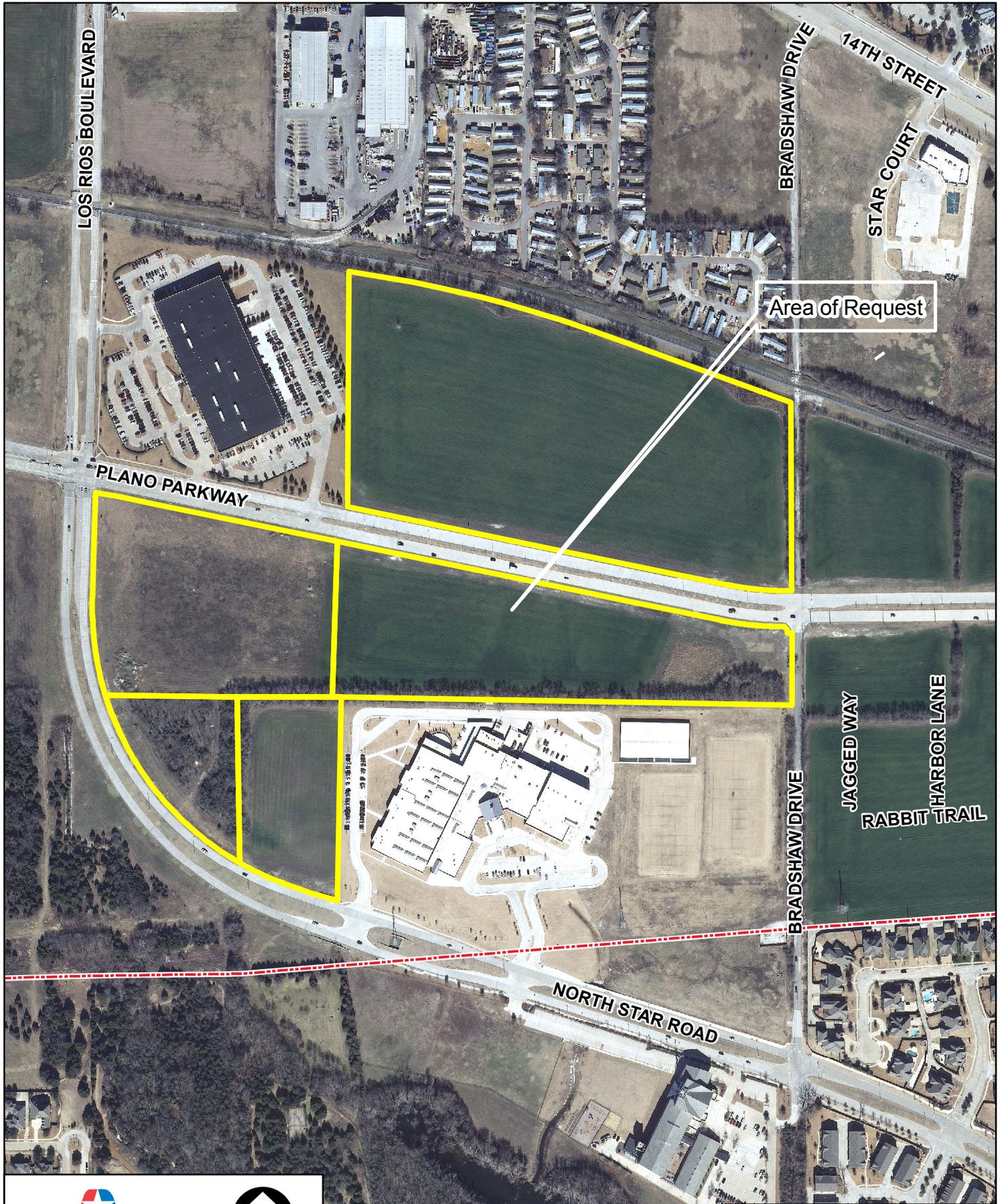


Zoning Case #: 2012-31

Existing Zoning: RESEARCH/TECHNOLOGY CENTER



○ 200' Notification Buffer



Area of Request

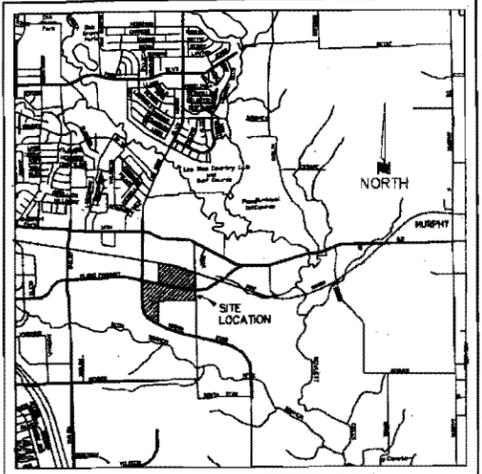
Doc Server: 12/10/2012 X:\Dept\B&Z Locators & Graphics\Z2012-31A.mxd



Source: City of Plano, Planning Dept.
Date: December, 2012

Zoning Case 2012-31

NOTE:
Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.



LOCATION MAP NOT TO SCALE

TRACT 1
LEGAL DESCRIPTION
23.711 ACRES

BEING a tract of land situated in the JAMES T. MCCULLOUGH SURVEY, ABSTRACT NO. 633, City of Plano, Collin County, Texas and being part of that tract of land described in Deed to Union Pacific Railroad Company, as recorded in Document No. 98-38919, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the intersection of the approximate centerline of Plano Parkway, a 110 foot right-of-way, with the west line of Brodshaw Drive, a variable width right-of-way;

THENCE Westerly, with said approximate centerline, the following three (3) courses and distances:

South 89 degrees 00 minutes 04 seconds West, leaving said west line, a distance of 11.25 feet to a point for corner at the beginning of a curve to the right having a central angle of 12 degrees 12 minutes 31 seconds, a radius of 1,000.00 feet and a chord bearing and distance of North 84 degrees 52 minutes 14 seconds West, 212.68 feet;

Westerly, with said curve to the right, on an arc distance of 213.08 feet to a point for corner;

North 78 degrees 45 minutes 58 seconds West, a distance of 1,180.83 feet to a point for corner;

THENCE North 00 degrees 22 minutes 33 seconds West, leaving said approximate centerline, a distance of 787.24 feet to a point for corner in the south line of Dallas Area Rapid Transit, a variable width right-of-way;

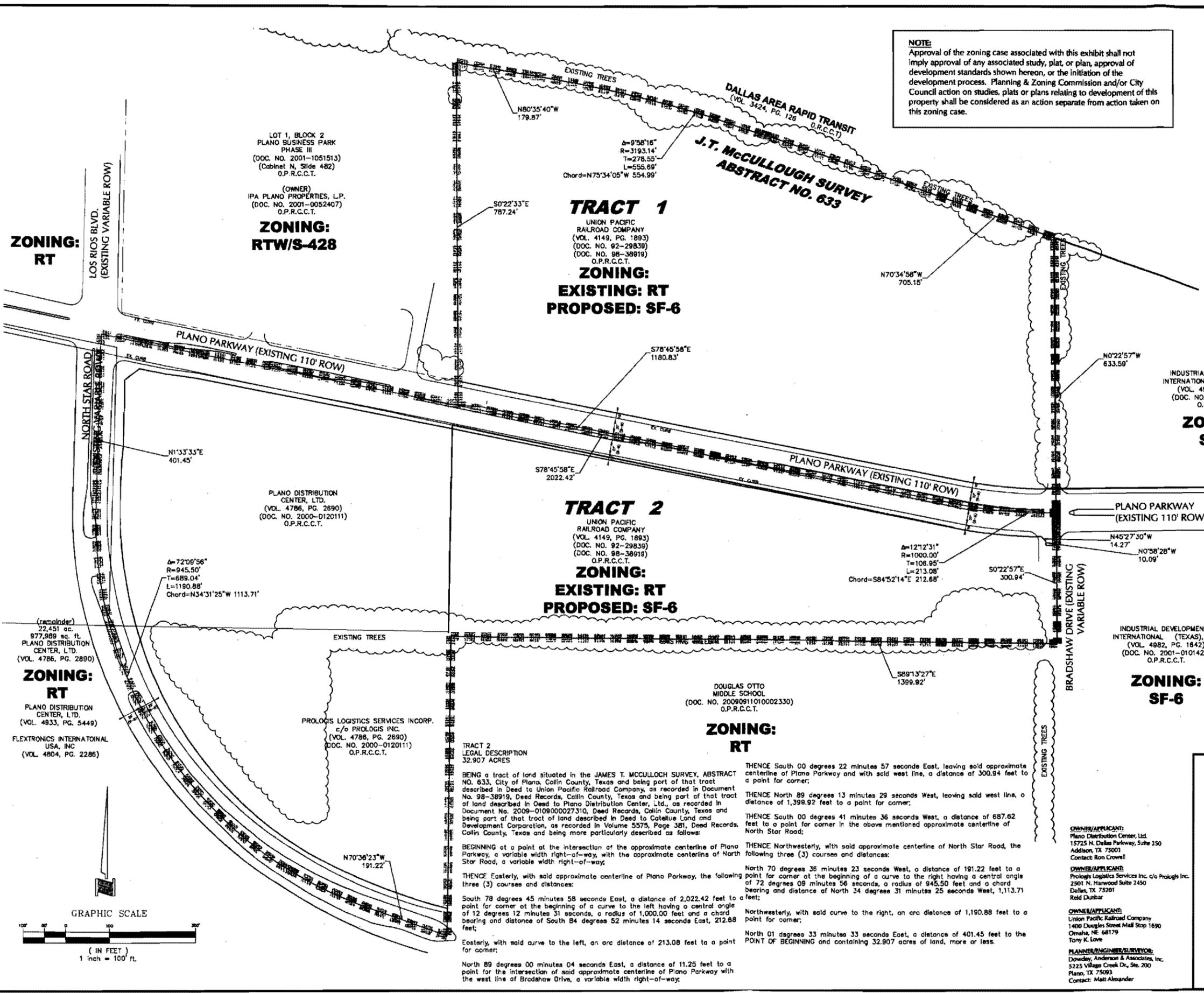
THENCE Easterly, with said south line, the following three (3) courses and distances:

South 80 degrees 35 minutes 40 seconds East, a distance of 179.87 feet to a point for corner at the beginning of a curve to the right having a central angle of 10 degrees 00 minutes 43 seconds, a radius of 3,193.14 feet and a chord bearing and distance of South 75 degrees 35 minutes 19 seconds East, 557.26 feet;

Easterly, with said curve to the right, an arc distance of 557.97 feet to a point for corner;

South 70 degrees 34 minutes 58 seconds East, a distance of 705.15 feet to a point for corner;

THENCE South 00 degrees 22 minutes 57 seconds East, leaving said south line, a distance of 633.59 feet to the POINT OF BEGINNING and containing 23.711 acres of land, more or less.



LOT 1, BLOCK 2
PLANO BUSINESS PARK
PHASE III
(DOC. NO. 2001-1051513)
(Cabinet N, Slide 482)
O.P.R.C.C.T.

(OWNER)
IPA PLANO PROPERTIES, L.P.
(DOC. NO. 2001-0052407)
O.P.R.C.C.T.

**ZONING:
RTW/S-428**

TRACT 1
UNION PACIFIC
RAILROAD COMPANY
(VOL. 4149, PG. 1893)
(DOC. NO. 92-29839)
(DOC. NO. 98-38919)
O.P.R.C.C.T.

**ZONING:
EXISTING: RT
PROPOSED: SF-6**

TRACT 2
UNION PACIFIC
RAILROAD COMPANY
(VOL. 4149, PG. 1893)
(DOC. NO. 92-29839)
(DOC. NO. 98-38919)
O.P.R.C.C.T.

**ZONING:
EXISTING: RT
PROPOSED: SF-6**

(remainder)
22,451 ac.
977,989 sq. ft.
PLANO DISTRIBUTION
CENTER, LTD.
(VOL. 4786, PG. 2890)

**ZONING:
RT**

PLANO DISTRIBUTION
CENTER, LTD.
(VOL. 4833, PG. 5449)

FLEXTRONICS INTERNATIONAL
USA, INC
(VOL. 4804, PG. 2286)

PLANO DISTRIBUTION
CENTER, LTD.
(VOL. 4786, PG. 2890)
(DOC. NO. 2000-D120111)
O.P.R.C.C.T.

DOUGLAS OTTO
MIDDLE SCHOOL
(DOC. NO. 20090911010002330)
O.P.R.C.C.T.

**ZONING:
RT**

TRACT 2
LEGAL DESCRIPTION
32.907 ACRES

BEING a tract of land situated in the JAMES T. MCCULLOUGH SURVEY, ABSTRACT NO. 633, City of Plano, Collin County, Texas and being part of that tract described in Deed to Union Pacific Railroad Company, as recorded in Document No. 98-38919, Deed Records, Collin County, Texas and being part of that tract of land described in Deed to Plano Distribution Center, Ltd., as recorded in Document No. 2009-01080002330, Deed Records, Collin County, Texas and being part of that tract of land described in Deed to Catehue Land and Development Corporation, as recorded in Volume 5575, Page 381, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a point at the intersection of the approximate centerline of Plano Parkway, a variable width right-of-way, with the approximate centerline of North Star Road, a variable width right-of-way;

THENCE Easterly, with said approximate centerline of Plano Parkway, the following three (3) courses and distances:

South 78 degrees 45 minutes 58 seconds East, a distance of 2,022.42 feet to a point for corner at the beginning of a curve to the left having a central angle of 12 degrees 12 minutes 31 seconds, a radius of 1,000.00 feet and a chord bearing and distance of South 84 degrees 52 minutes 14 seconds East, 212.68 feet;

Easterly, with said curve to the left, an arc distance of 213.08 feet to a point for corner;

North 89 degrees 00 minutes 04 seconds East, a distance of 11.25 feet to a point for the intersection of said approximate centerline of Plano Parkway with the west line of Brodshaw Drive, a variable width right-of-way;

THENCE North 89 degrees 13 minutes 29 seconds West, leaving said west line, a distance of 1,399.92 feet to a point for corner;

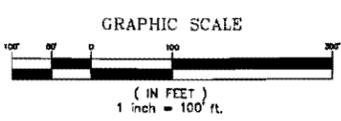
THENCE South 00 degrees 41 minutes 36 seconds West, a distance of 687.62 feet to a point for corner in the above mentioned approximate centerline of North Star Road;

THENCE Northwesterly, with said approximate centerline of North Star Road, the following three (3) courses and distances:

North 70 degrees 36 minutes 23 seconds West, a distance of 191.22 feet to a point for corner at the beginning of a curve to the right having a central angle of 72 degrees 09 minutes 56 seconds, a radius of 945.50 feet and a chord bearing and distance of North 34 degrees 31 minutes 25 seconds West, 1,113.71 feet;

Northwesterly, with said curve to the right, on an arc distance of 1,180.83 feet to a point for corner;

North 01 degrees 33 minutes 33 seconds East, a distance of 401.45 feet to the POINT OF BEGINNING and containing 32.907 acres of land, more or less.



OWNER/APPLICANT:
Plano Distribution Center, Ltd.
15725 N. Dallas Parkway, Suite 250
Addicks, TX 75001
Contact: Ron Crowell

OWNER/APPLICANT:
Prologis Logistics Services Inc. c/o Prologis Inc.
2501 N. Harwood Suite 2450
Dallas, TX 75201
Reid Dunbar

OWNER/APPLICANT:
Union Pacific Railroad Company
1400 Douglas Street Mail Stop 1690
Omaha, NE 68179
Tony K. Love

PLANNER/ENGINEER/SURVEYOR:
Dowdrey, Anderson & Associates, Inc.
5225 Village Creek Drive, Ste. 200
Plano, TX 75093
Contact: Matt Alexander

EXHIBIT PREPARED: SEPTEMBER 19, 2012
EXHIBIT REVISED: NOVEMBER 2, 2012

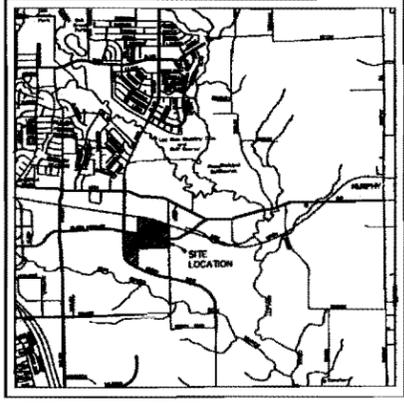
ZONING EXHIBIT
ZONING CASE# 2012-31
REZONE 56.6 +/- ACRES FROM RT TO SF-6

HUDSON HEIGHTS

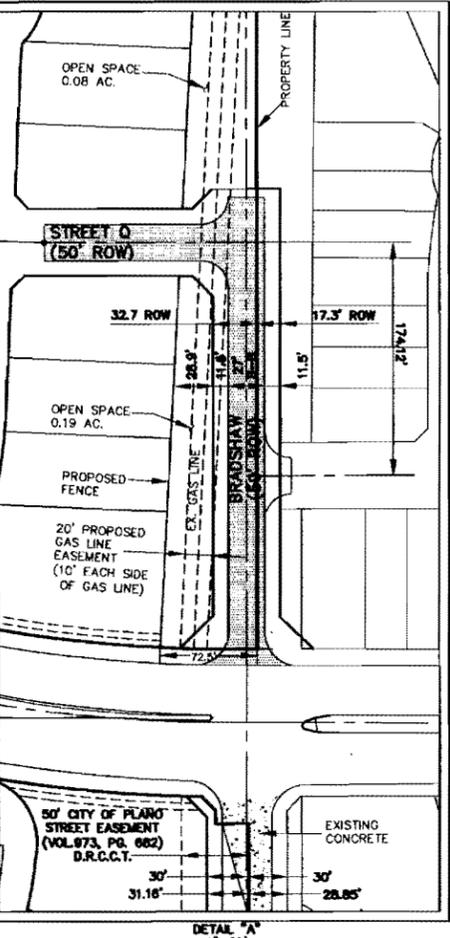
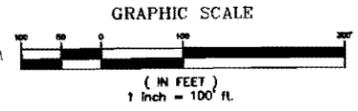
CITY OF PLANO, COLLIN COUNTY, TEXAS

PLANNER/ENGINEER
DOWDREY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Ste. 200
Plano, Texas 75093 972-931-0894

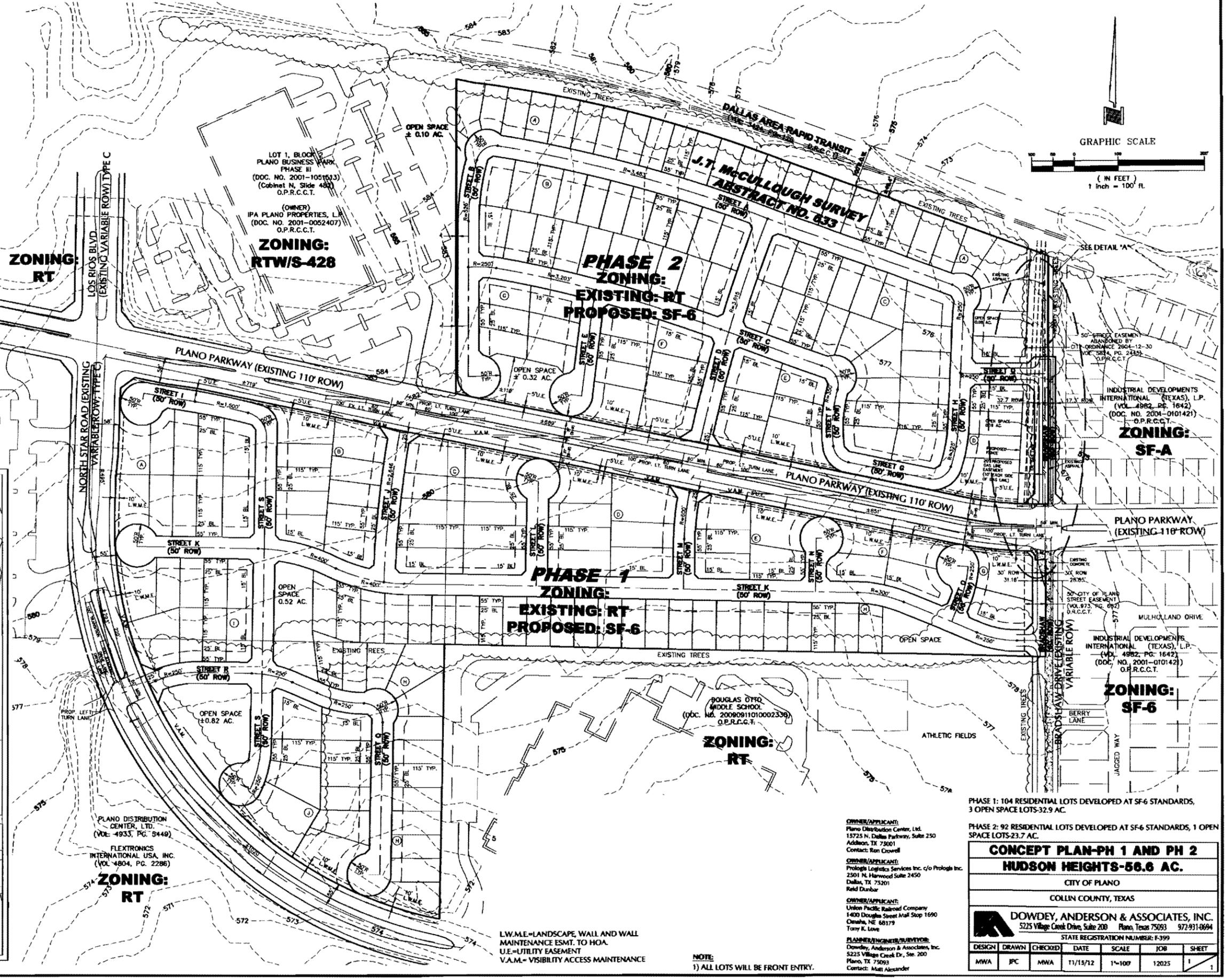
JOB # 12025



LOCATION MAP NOT TO SCALE



DETAIL 'A' 1"=80'



(remainder)
22,451 sq. ft.
072,989 sq. ft.
PLANO DISTRIBUTION
CENTER, LTD.
(VOL. 4786, PG. 2890)
**ZONING:
RT**

LOT 1, BLOCK 2
PLANO BUSINESS PARK
PHASE III
(DOC. NO. 2001-1051013)
(Cabinet N, Side 483)
O.P.R.C.C.T.
(OWNER)
IPA PLANO PROPERTIES, L.P.
(DOC. NO. 2001-0052407)
O.P.R.C.C.T.
**ZONING:
RTWS-428**

**PHASE 2
ZONING:
EXISTING: RT
PROPOSED: SF-6**

**PHASE 1
ZONING:
EXISTING: RT
PROPOSED: SF-6**

INDUSTRIAL DEVELOPMENTS
INTERNATIONAL (TEXAS), L.P.
(VOL. 4882, PG. 1642)
(DOC. NO. 2001-0101421)
O.P.R.C.C.T.
**ZONING:
SF-A**

INDUSTRIAL DEVELOPMENTS
INTERNATIONAL (TEXAS), L.P.
(VOL. 4882, PG. 1642)
(DOC. NO. 2001-0101421)
O.P.R.C.C.T.
**ZONING:
SF-6**

DOUGLAS OTTO
MIDDLE SCHOOL
(DOC. NO. 20090911010002338)
O.P.R.C.C.T.
**ZONING:
RT**

PLANO DISTRIBUTION
CENTER, LTD.
(VOL. 4933, PG. 8449)
FLEXTRONICS
INTERNATIONAL USA, INC.
(VOL. 4804, PG. 2286)
**ZONING:
RT**

OWNER/APPLICANT:
Plano Distribution Center, Ltd.
13723 N. Dallas Parkway, Suite 250
Addicks, TX 75001
Contact: Ron Crowell

OWNER/APPLICANT:
Prologis Logistics Services Inc. c/o Prologis Inc.
2501 N. Harwood Suite 2450
Dallas, TX 75201
Reid Dunbar

OWNER/APPLICANT:
Union Pacific Railroad Company
1400 Douglas Street Mail Stop 1690
Omaha, NE 68179
Tony K. Love

PLANNER/ENGINEER/SURVEYOR:
Dowdey, Anderson & Associates, Inc.
5225 Village Creek Dr., Ste. 200
Plano, TX 75093
Contact: Matt Alexander

L.W.A.L.E.=LANDSCAPE WALL AND WALL
MAINTENANCE ESM.T. TO HOA.
U.E.=UTILITY EASEMENT
V.A.M.= VISIBILITY ACCESS MAINTENANCE

NOTE:
1) ALL LOTS WILL BE FRONT ENTRY.

PHASE 1: 104 RESIDENTIAL LOTS DEVELOPED AT SF-6 STANDARDS,
3 OPEN SPACE LOTS-32.9 AC.

PHASE 2: 92 RESIDENTIAL LOTS DEVELOPED AT SF-6 STANDARDS, 1 OPEN
SPACE LOTS-23.7 AC.

CONCEPT PLAN-PH 1 AND PH 2 HUDSON HEIGHTS-56.8 AC.					
CITY OF PLANO					
COLLIN COUNTY, TEXAS					
DOWDEY, ANDERSON & ASSOCIATES, INC. 5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-8694 STATE REGISTRATION NUMBER: F-399					
DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB
MWA	JPC	MWA	11/19/12	1"=100'	12025
					1



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:		12/18/12		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): Doris Carter ext. 5350				
CAPTION				
Consideration of an appeal of the Planning & Zoning Commission's denial of the Concept Plan for Hudson Heights Phases I & II - 90 Single-Family Residence-6 lots and two open space lots on 21.9± acres located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 104 Single-Family Residence-6 lots and five open space lots on 27.9± acres located at the southeast corner of Plano Parkway and North Star Road. Zoned Research/Technology Center. Applicants: Plano Distribution Center, Ltd., Prologis Logistics Services Inc., & Union Pacific Railroad Company.				
FINANCIAL SUMMARY				
<input checked="" 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				
At its November 19, 2012 meeting, the Planning & Zoning Commission denied the concept plan, by a vote of 7-1, due to their denial recommendation for the companion Zoning Case 2012-31. The applicant has appealed the Commission's denial. A simple majority, or 5 out of the 8 City Council members, is required for approval of the request.				
List of Supporting Documents: Letter of Appeal from Applicant P&Z Follow-up Memo Staff Report Locator Map Concept Plan		Other Departments, Boards, Commissions or Agencies Planning & Zoning Commission		



**DOWDEY, ANDERSON
& ASSOCIATES, INC.**
CIVIL ENGINEERS

5225 Village Creek Drive
Suite 200
Plano, Texas 75093
972-931-0694
972-931-9538 Fax

November 20, 2012

Ms. Phyllis Jarrell, Director of Planning
City of Plano
1520 Avenue K, Ste. 250
Plano, Texas 75074

RE: Hudson Heights (Case : 2012-31)
Plano, Texas
City Council Appeal Request

Ms. Jarrell,

As you are aware, on November 19, 2012, the Planning and Zoning Commission denied our zoning and concept plan request for Hudson Heights.

Therefore, on behalf of Lennar Homes and Doug Huey, we respectfully request that concept plan and our zoning case (case no.: 2012-0-31) be appealed to the City Council of Plano at the earliest possible date.

We appreciate your willingness to help us with this request. If you have any questions regarding this request, please contact me at your convenience.

Thank you,

Matthew Alexander, P.E.

RECEIVED
NOV 21 2012
PLANNING DEPT.

DATE: November 20, 2012
TO: Applicants with Items before the Planning & Zoning Commission
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of November 19, 2012

**AGENDA ITEM NO. 8B - CONCEPT PLAN
69/HUDSON HEIGHTS, PHASES I & II
APPLICANT: PLANO DISTRIBUTION CENTER, LTD., PROLOGIS INC., AND
UNION PACIFIC RAILROAD COMPANY**

90 Single-Family Residence-6 lots and two open space lots on 21.9± acres located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 104 Single-Family Residence-6 lots and five open space lots on 27.9± acres located at the southeast corner of Plano Parkway and North Star Road. Zoned Research/Technology Center. Neighborhood #69.

APPROVED: _____ **DENIED:** 7-1 **TABLED:** _____

STIPULATIONS:

Denied.

xc: Tony Love, Union Pacific Railroad Company
Reid Dunbar, Prologis, Inc.
Ron Crowell, Plano Distribution Center, Ltd.

CITY OF PLANO

PLANNING & ZONING COMMISSION

November 19, 2012

Agenda Item No. 8B

Concept Plan: Hudson Heights, Phases I & II

Applicant: Plano Distribution Center, Ltd., Prologis Inc.,
and Union Pacific Railroad Company

DESCRIPTION:

90 Single-Family Residence-6 lots and two open space lots on 21.9± acres located on the north side of Plano Parkway, 800± feet east of Los Rios Boulevard and 104 Single-Family Residence-6 lots and five open space lots on 27.9± acres located at the southeast corner of Plano Parkway and North Star Road. Zoned Research/Technology Center. Neighborhood #69.

REMARKS:

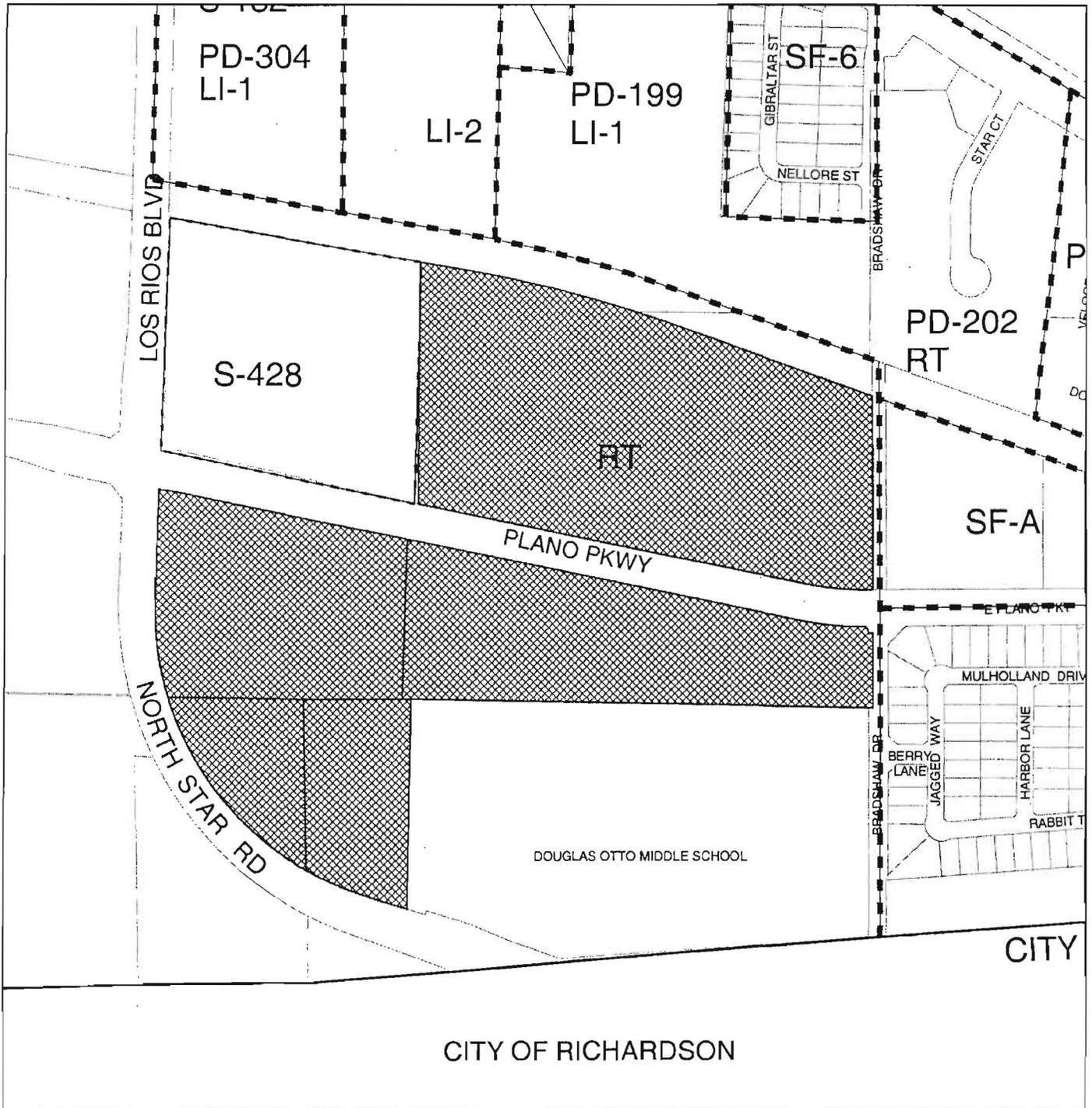
This concept plan is associated with Zoning Case 2012-31 and is contingent upon approval of the zoning case. The purpose for the concept plan is to show the proposed street and lot layouts for the single-family residential developments. The subject properties comply with the area, yard and bulk requirements as requested by the proposed Single-Family Residence-6 (SF-6) zoning.

The applicant is proposing to extend Bradshaw Drive north of Plano Parkway to serve the residential subdivision. The extension of the road in this location would require the applicant to obtain additional right-of-way from the property owner to the east of the subject property. If the Planning & Zoning Commission determines that the requested SF-6 zoning is appropriate and supports the concept plan, then the approval needs to be conditioned subject to the applicant obtaining right-of-way from the adjacent property owner for the extension of Bradshaw Drive.

Due to staff's recommendation for denial of the companion case, Zoning Case 2012-31, staff recommends denial of the proposed concept plan.

RECOMMENDATION:

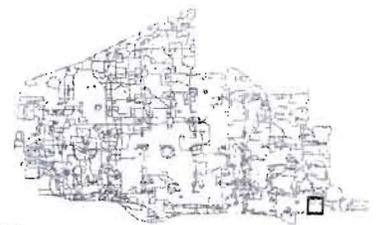
Recommended for denial.



Item Submitted: CONCEPT PLAN

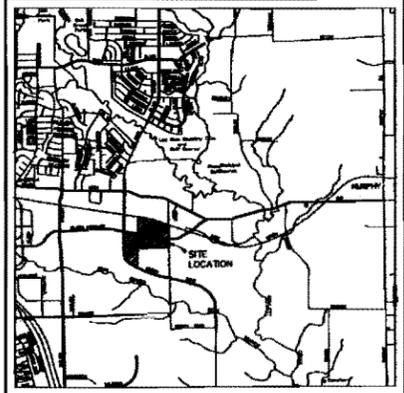
Title: HUDSON HEIGHTS, PHASES I & II

Zoning: RESEARCH/TECHNOLOGY CENTER

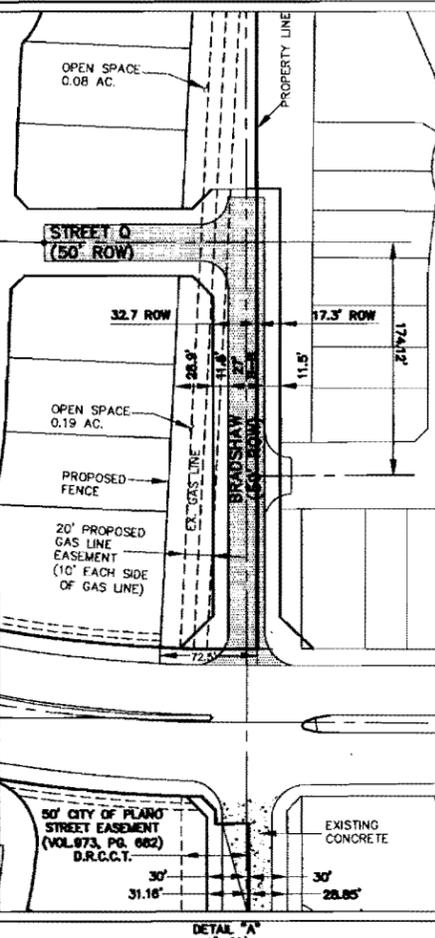
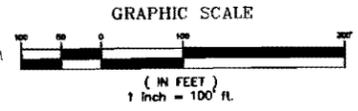


○ 200' Notification Buffer

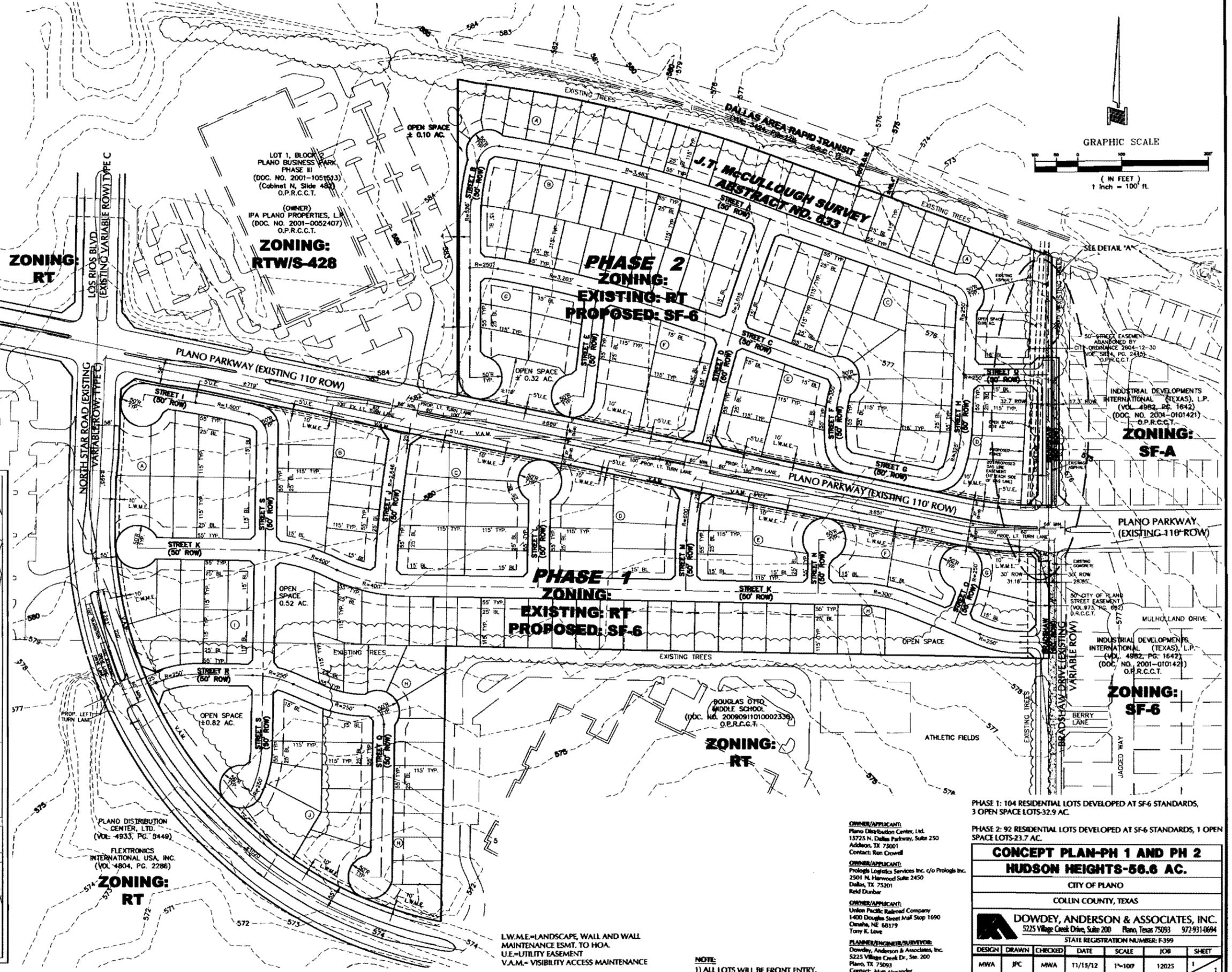




LOCATION MAP NOT TO SCALE



DETAIL 'A' 1"=80'



(remainder)
22,451 sq. ft.
072,989 sq. ft.
PLANO DISTRIBUTION
CENTER, LTD.
(VOL. 4786, PG. 2890)
**ZONING:
RT**

LOT 1, BLOCK 2
PLANO BUSINESS PARK
PHASE III
(DOC. NO. 2001-1051013)
(Cabinet N, Side 483)
O.P.R.C.C.T.

(OWNER)
IPA PLANO PROPERTIES, L.P.
(DOC. NO. 2001-0052407)
O.P.R.C.C.T.
**ZONING:
RTWS-428**

**PHASE 2
ZONING:
EXISTING: RT
PROPOSED: SF-6**

**PHASE 1
ZONING:
EXISTING: RT
PROPOSED: SF-6**

INDUSTRIAL DEVELOPMENTS
INTERNATIONAL (TEXAS), L.P.
(VOL. 4882, PG. 1642)
(DOC. NO. 2001-0101421)
O.P.R.C.C.T.
**ZONING:
SF-A**

INDUSTRIAL DEVELOPMENTS
INTERNATIONAL (TEXAS), L.P.
(VOL. 4882, PG. 1642)
(DOC. NO. 2001-0101421)
O.P.R.C.C.T.
**ZONING:
SF-6**

DOUGLAS OTTO
MIDDLE SCHOOL
(DOC. NO. 20090911010002338)
O.P.R.C.C.T.
**ZONING:
RT**

PLANO DISTRIBUTION
CENTER, LTD.
(VOL. 4933, PG. 8449)

FLEXTRONICS
INTERNATIONAL USA, INC.
(VOL. 4804, PG. 2286)
**ZONING:
RT**

OWNER/APPLICANT:
Plano Distribution Center, Ltd.
13723 N. Dallas Parkway, Suite 250
Addicks, TX 75001
Contact: Ron Crowell

OWNER/APPLICANT:
Prologis Logistics Services Inc. c/o Prologis Inc.
2501 N. Harwood Suite 2450
Dallas, TX 75201
Reid Dunbar

OWNER/APPLICANT:
Union Pacific Railroad Company
1400 Douglas Street Mail Stop 1690
Omaha, NE 68179
Tony K. Love

PLANNER/ENGINEER/SURVEYOR:
Dowdey, Anderson & Associates, Inc.
5225 Village Creek Dr., Ste. 200
Plano, TX 75093
Contact: Matt Alexander

L.W.A.L.E.=LANDSCAPE WALL AND WALL
MAINTENANCE ESM.T. TO HOA.
U.E.=UTILITY EASEMENT
V.A.M.= VISIBILITY ACCESS MAINTENANCE

NOTE:
1) ALL LOTS WILL BE FRONT ENTRY.

PHASE 1: 104 RESIDENTIAL LOTS DEVELOPED AT SF-6 STANDARDS,
3 OPEN SPACE LOTS-32.9 AC.

PHASE 2: 92 RESIDENTIAL LOTS DEVELOPED AT SF-6 STANDARDS, 1 OPEN
SPACE LOTS-23.7 AC.

CONCEPT PLAN-PH 1 AND PH 2 HUDSON HEIGHTS-56.8 AC.					
CITY OF PLANO					
COLLIN COUNTY, TEXAS					
DOWDEY, ANDERSON & ASSOCIATES, INC. 5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-8694 STATE REGISTRATION NUMBER: F-399					
DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB
MWA	JPC	MWA	11/19/12	1"=100'	12025
					1



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:		12/18/12		
Department:		HEALTH		
Department Head		BRIAN COLLINS		
Agenda Coordinator (include phone #): Doris Callaway, Ext. 7494				
CAPTION				
An Ordinance of the City of Plano, Texas, repealing Ordinance No. 2012-11-23 codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano and replacing it with a new Chapter 9, Food Code; providing a penalty clause, a repealer clause, a severability clause, a publication clause and 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: 2012-13	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: Updates to Chapter 9, Food Code of the Code of Ordinances of the City of Plano relate to the City's Goal of a Safe Large City.				
SUMMARY OF ITEM				
Repealing of Chapter 9, Food Code, of the Code of Ordinance of the City and replacing with a new Chapter 9, Food Code, of the Code of Ordinances of the City of Plano.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Health Memo				



City of Plano
P.O. Box 860358
Plano, Texas 75086-0358
972-941-7143
972-941-7142 FAX

MEMORANDUM

Environmental Health Department

DATE: December 6, 2012

TO: Brian Collins, Director of Environmental Health

FROM: Geoffrey Heinicke, Environmental Health Manager

SUBJECT: Chapter 9, Food Code Amendments of the City's Code of Ordinances

Chapter 9 (Food Code), as passed at the November 26 City Council meeting has been amended. Amendments include changes in definitions for "Farmers' Market" and "Farmers' Market Vendor" to include sale of "agricultural products" as defined. Article XI – "Farmers' Market & Vendors" has been amended to allow for sale of meats, poultry, eggs, refrigerated dairy items, and other potentially hazardous foods/time and temperature control for safety foods (PHF/TCS); temperature control requirements have been added for meat and poultry ($\leq 0^{\circ}\text{F}$) and eggs, refrigerated dairy items and other PHF/TCS items ($\leq 40^{\circ}\text{F}$) during transportation and display for sale; and, a requirement has been added for vendors selling items requiring refrigeration to post a "consumer advisory". A permit for a "farmers' market" will be issued to the market and will be valid for one (1) year from issuance.

An Ordinance of the City of Plano, Texas, repealing Ordinance No. 2012-11-23 codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano and replacing it with a new Chapter 9, Food Code; providing a penalty clause, a repealer clause, a severability clause, a publication clause and an effective date.

WHEREAS, on November 10, 2008 the City Council of the City of Plano duly passed Ordinance No. 2008-11-16 codified as Chapter 9, Food Code, of the Code of Ordinances of the City of Plano; and on November 26, 2012, the City Council of the City of Plano duly passed Ordinance No. 2012-11-23 repealing the existing Chapter 9, Food Code of the Code of Ordinances of the City of Plano and replacing it with a new Chapter 9, Food Code; and

WHEREAS, upon review of the existing ordinance, as well as current state and federal laws and regulations governing food and food establishments, and following meetings with citizens interested in matters of food safety and food establishments, staff recommends that certain amendments be made in order to be consistent with current state and federal laws and regulations; address the needs of citizens, and protect public health and safety; and

WHEREAS, the City Council of the City of Plano, Texas determines it is necessary to provide regulations for food and food establishments and to enact amendments to conform with current state laws and regulations within the City of Plano; and

WHEREAS, the City Council of the City of Plano, after consideration of the recommendations of staff and all matters attendant and related thereto, is of the opinion that the recommended changes are in the best interest of the City and its citizens and will promote the health, safety and welfare of the citizens of Plano and the general public.

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

Section I. Ordinance No. 2012-11-23 codified as Chapter 9, Food Code, of the Code of Ordinances of the City of Plano, is hereby repealed and replaced with this new Chapter 9, Food Code, to read in its entirety as set forth below:

“ARTICLE I. - GENERAL PROVISIONS

Sec. 9-1. Purpose.

The function of this chapter is to protect the public health by establishing uniform requirements for food service operations.

The regulatory authority may also enforce state, federal statute or regulation applicable to a food establishment operating within the city.

Sec. 9-2. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise:

- (1) **Adulterated food.** A food shall be deemed to be adulterated as specified in V.T.C.A., Health and Safety Code Chapter 431, §431.081.
- (2) **Agricultural product.** An agricultural, apicultural, or horticultural product, either in its natural or processed state that has been produced, processed, or otherwise had value added for use as human food.
- (3) **Approved.** Acceptable to the regulatory authority based on a determination of conformity with principles, practices, and generally recognized standards that protect public health.
- (4) **Base of operation.** An operating base to which a mobile food establishment vehicle returns as needed for such things as discharging liquid or solid wastes, refilling water tanks and ice bins, and boarding food.
- (5) **Bed and breakfast limited facility.** An establishment with rooms for rent that serves only breakfast to over-night guests. The establishment is not a retail food establishment and the owner or manager shall successfully complete an accredited food manager's certification course.
- (6) **Bed and breakfast food establishment.** A lodging establishment that provides food service in addition to breakfast to its overnight guests; or that provides food service to persons in addition to its overnight guests. The establishment must meet the rules and regulations applicable to retail food establishments.
- (7) **Beverage.** A liquid for drinking, including water.
- (8) **Child care center.** Any facility licensed by the regulatory authority to receive thirteen (13) or more children for child care which prepares food for on-site consumption.
- (9) **Cleaned in place.** The circulation or flowing by mechanical means through a piping system of a detergent solution, water rinse, and sanitizing solution onto or over equipment surfaces that require cleaning, such as the method used, in part, to clean and sanitize a frozen dessert machine. The term does not include the cleaning of equipment such as band saws, slicers or mixers that are subject to in-place manual cleaning without the use of a CIP system.
- (10) **Code of Federal Regulation (CFR).** The compilation of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.
- (11) **Commissary.** Means a catering establishment, restaurant, or any other place in which food, containers, or supplies are kept, handled, prepared, packaged or stored.

- (12) Common dining area. A central location in a group residence where people gather to eat at mealtime. The term does not apply to a kitchenette or dining area located within a resident's private living quarters.
- (13) Confirmed disease outbreak. A foodborne illness outbreak in which laboratory analysis of appropriate specimens identifies a causative agent and epidemiological analysis implicates the food as the source of the illness.
- (14) Consumer. A person who is a member of the public, takes possession of food, is not functioning in the capacity of an operator of a food establishment or food processing plant, and does not offer the food for resale.
- (15) Corrosion-resistant material. A material that maintains acceptable surface cleanability characteristics under prolonged influence of the food to be contacted, the normal use of cleaning compounds and sanitizing solutions, and other conditions of the use environment.
- (16) Cottage food production operation. An individual operating out of the individual's residence, who:
 - (1) produces a baked good, a canned jam or jelly, or a dried herb or herb mix for sale at the person's residence; and
 - (2) has an annual gross income of \$50,000 or less from the sale of food described above; and
 - (3) sells foods produced directly to consumers; and
 - (4) complies with the labeling requirements as defined by the Executive Commissioner of the Department of State Health Services.
- (17) Critical control point. A point or procedure in a specific food system where loss of control may result in an unacceptable health risk.
- (18) Critical item. A provision of these rules that, if in noncompliance, is more likely than other violations to contribute to food contamination, illness, injury, or environmental health hazard.
- (19) Critical limit. The maximum or minimum value to which a physical, biological, or chemical parameter must be controlled at a critical control point to minimize the risk that the identified food safety hazard may occur.
- (20) Demonstration. The preparation of food for example, education, or marketing purposes at an event including, but not limited to, a farmers' market, fair, restaurant food show or other similar event that is not served, sold, or otherwise offered for human consumption.
- (21) Dry storage area. A room or area designated for the storage of packaged or containerized bulk food that is not potentially hazardous and dry goods such as single-service items.
- (22) Easily cleanable. A characteristic of a surface that allows effective removal of soil by normal cleaning methods; is dependent on the material, design, construction, and installation of the surface; and varies with the likelihood of the surface's role in introducing pathogenic or toxigenic agents or other contaminants into food based on the surface's approved placement, purpose and use.

- (23) Employee. The permit holder, person in charge, person having supervisory or management duties, person on the payroll, family member, volunteer, person performing work under contractual agreement, or other person working in a food establishment.
- (24) Equipment. An article that is used in the operation of a food establishment such as a freezer, grinder, hood, ice maker, meat block, mixer, oven, reach-in refrigerator, scale, sink, slicer, stove, steam table, temperature measuring device for ambient air, vending machine, warewashing machine, and similar items other than utensils, used in the operation of a food establishment.
- (25) Farmers' market. An area at which two (2) or more farmers' market vendors offer produce or agricultural products for retail sale.
- (26) Farmers' market vendor. Any person who offers or sells produce or agricultural products at a farmers' market.
- (27) Fish. Fish means fresh or saltwater finfish, crustaceans and other forms of aquatic life (including alligator, frog, aquatic turtle, jellyfish, sea cucumber, and sea urchin and the roe of such animals), other than birds or mammals, and all mollusks, if such animal life is intended for human consumption. Fish includes an edible human food product derived in whole or in part from fish, including fish that have been processed in any manner.
- (28) Food. A raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption, or chewing gum.
- (29) Foodborne disease outbreak. The occurrence of two (2) or more cases of a similar illness resulting from the ingestion of a common food.
- (30) Food-contact surface. A surface of equipment or a utensil with which food normally comes into contact; or a surface of equipment or a utensil from which food may drain, drip, or splash into a food, or onto a surface normally in contact with food.
- (31) Food employee. An individual working with unpackaged food, food equipment or utensils, or food-contact surfaces.
- (32) Food establishment. An operation that stores, prepares, packages, serves, or otherwise provides food for human consumption including, but not limited to: a restaurant; retail food store; food bank, pre-packaged non-PHF, produce stand, satellite or catered feeding location; catering operation; market; mobile food establishment, pushcart, remote catered operations, farmers' market; and that relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders; restaurant take-out orders; or where consumption is on or off the premises; and regardless of whether there is a charge for the food. The term does not include: a kitchen in a private home if only food that is not potentially hazardous is prepared for sale or service at a function, such as a religious or charitable organization's bake sale; bed and breakfast limited facility as defined in these rules; or a private home that receives catered or home-delivered food.

- (33) Food processing plant. A commercial operation that manufacturers, packages, labels or stores food for human consumption and does not provide food directly to a consumer. The term does not include a food establishment as previously defined.
- (34) Foraged foods. Food acquired by hunting, fishing, or the gathering of plant matter on land not primarily used for agricultural purposes.
- (35) Game animal. An animal, the products of which are food that is not classified as cattle, sheep, swine, goat, horse, mule, or other equine, poultry, or fish as defined under paragraph 27 of this section. Game animal includes mammals such as reindeer, elk, deer, antelope, water buffalo, bison, rabbit, squirrel, opossum, raccoon, nutria, or muskrat, and nonaquatic reptiles such as land snakes and does not include ratites such as ostrich, emu, and rhea.
- (36) Gleaned foods. Foods gathered from agricultural land after a primary harvest has been completed, or other salvaged or unutilized food.
- (37) Hazard. A biological, chemical, or physical property that may cause an unacceptable consumer health risk.
- (38) Hazard analysis critical control point (HACCP). A systematic approach to the hazard identification, evaluation, and control of food safety hazards.
- (39) HACCP plan. A written document that delineates the formal procedures for following the HACCP principles developed by The National Advisory Committee on Microbiological Criteria for Foods.
- (40) Hermetically sealed container. A container that is designed and intended to be secure against the entry of microorganisms and, in the case of low acid canned foods, to maintain the commercial sterility of its contents after processing.
- (41) Highly susceptible population. A group of persons who are more likely than other populations to experience foodborne disease because they are immunocompromised or older adults; and in a facility that provides health care or assisted living services, such as a hospital or nursing home; adult day care or senior center; or preschool age children in a facility that provides custodial care, such as a child care center.
- (42) Imminent health hazard. A significant threat or danger to health that is considered to exist when there is evidence sufficient to show that a product, practice, circumstance, or event creates a situation that requires immediate correction or cessation of operation to prevent injury based on the number of potential injuries and the nature, severity, and duration of the anticipated injury.
- (43) Kitchenware. All multi-use utensils other than tableware.
- (44) Law. Federal, state, and local statutes, ordinances, and regulations.
- (45) Linens. Fabric items such as cloth hampers, cloth napkins, table cloths, wiping cloths, and work garments including cloth gloves.

- (46) Mobile food establishment. A self-propelled vehicle mounted food establishment designed to be readily moveable. This includes vehicles which prepare food on site within the vehicle. The vehicle is equipped with food preparation equipment and must meet regulations applicable to a fixed food establishment.
- (47) Molluscan shellfish. Any edible species of fresh or frozen oysters, clams, mussels, and scallops or edible portions thereof, except when the scallop product consists only of the shucked adductor muscle.
- (48) Packaged. Bottled, canned, cartoned, securely bagged, or securely wrapped, whether packaged in a food establishment or a food processing plant. The term does not include a wrapper, carry-out box, or other nondurable container used to containerize food with the purpose of facilitating food protection during service and receipt of the food by the consumer.
- (49) Permit. The document issued by the regulatory authority that authorizes a person to operate a food establishment.
- (50) Permit holder. A person who:
 - (a) is legally responsible for the operation of a food establishment such as the owner, the owner's agent, or other person; and
 - (b) possesses a valid permit to operate a food establishment.
- (51) Person. An association, a corporation, individual, partnership, other legal entity, government, or governmental subdivision or agency.
- (52) Person in charge. The individual present in a food establishment who is responsible for the operation at the time of inspection.
- (53) Personal care items. Items or substances that may be poisonous, toxic, or a source of contamination and are used to maintain or enhance a person's health, hygiene, or appearance. The term includes such items as medicines; first-aid supplies; and other items such as cosmetics and toiletries such as toothpaste and mouthwash.
- (54) Personal items. Articles belonging to employees.
- (55) Poisonous or toxic materials. Substances that are not intended for ingestion including cleaners and sanitizers, which include cleaning and sanitizing agents and agents such as caustics, acids, drying agents, polishes and other chemicals; pesticides and rodenticides; and substances necessary for the operation and maintenance of the establishment such as nonfood grade lubricants and personal care items that may be deleterious to health.
- (56) Potable. Suitable or safe for drinking.
- (57) Potable water. Water that is fit for drinking.
- (58) Potentially hazardous food/time and temperature control for safety food (PHF/TCS). A food that requires time and temperature control for safety (TCS) to limit pathogenic microorganism growth

or toxin production which consists in whole or in part of milk or milk products, eggs, meat, poultry, fish, or other ingredients including synthetic ingredients, in a form capable of supporting rapid and progressive growth of infectious or toxigenic microorganisms. The term includes fresh shell eggs, which are raw or heat-treated; a food of plant origin that is heat-treated or that consists of raw seed sprouts; cut melons; cut leafy greens, cut tomatoes or mixtures of cut tomatoes that are not modified in a way so that they are unable to support pathogenic microorganism growth or toxin formation, and garlic-in-oil mixtures that are not modified in a way that results in mixtures that do not support pathogenic microorganism growth or toxin formation. This term does not include: an air-cooled hard-boiled egg with shell intact, or a shell egg that is not hard-boiled, but that has been treated to destroy all viable Salmonellae; a food, in an unopened commercially hermetically sealed container, that is shelf stable; a food for which a product assessment including laboratory evidence demonstrates that time and temperature control for safety is not required and that may contain a preservative, other barrier to the growth of microorganisms, or a combination of barriers that inhibit the growth of microorganisms; or a food that does not support the growth of microorganisms as specified even though the food may contain an infectious or toxigenic microorganism or chemical or physical contaminant at a level sufficient to cause illness.

- (59) Poultry. Any domesticated bird (chickens, turkeys, ducks, geese, or guineas), whether live or dead and any migratory waterfowl, game bird, such as pheasant, partridge, quail, grouse, or guinea, or pigeon or squab, whether live or dead. Poultry does not include ratites.
- (60) Premises. The physical facility, its contents, and the contiguous land or property under the control of the permit holder; or the physical facility, its contents, and the contiguous land or property and its facilities and contents that are under the control of the permit holder that may impact food establishment personnel, facilities, or operations, if a food establishment is only one (1) component of a larger operation such as a health care facility, hotel, motel, school, recreational camp, or prison.
- (61) Private event. An event at which food and/or beverage is offered to participants, and:
 - (a) that is held on publicly or privately owned premises or a location operated by an organization, group, club, association or institution that is not available for use by the general public and where entry to the event is governed by regulations or invitation of that organization, group, club, association or institution; or,
 - (b) which requires a special event permit as defined in Chapter 11 of this Code of Ordinances and where food and/or beverage are offered, sampled, sold or given only to event volunteers and/or event staff; or,
 - (c) which does not require a special event permit as defined in Chapter 11 of this Code of Ordinances and where food and/or beverage are offered, sampled, sold or given only to event volunteers and/or event staff.
- (62) Produce. Means farm produced crops intended for human consumption, including but not limited to whole vegetables, plants, nuts in the shell, honey and fruit.

- (63) Public event. An event at which food and/or beverage is offered to participants, and:
- (a) that is advertised to the general public by any means, whether admission is free or an admission fee is charged; or,
 - (b) which requires a special event permit as defined in Chapter 11 of this Code of Ordinances and food and/or beverage are offered, sampled, sold or given to anyone including but not limited to event attendees/spectators and registered participants, volunteers, and/or event staff.
- (64) Pushcart. A mobile food unit capable of being propelled by a person, and limited to serving only prepackaged, food that is not PHF/TCS or prepackaged ice cream. A pushcart is classified as a mobile food establishment.
- (65) Ready-to-eat food. Food that is in a form that is edible without additional preparation to achieve food safety; is raw or partially cooked animal food and the consumer is advised. The term includes raw, washed, cut fruits and vegetables; whole, raw fruits and vegetables; all potentially hazardous food that is cooked to the temperature and time required for the specified food. The term also includes plant food for which further washing, cooking, or other processing is not required for food safety, and from which rinds, peels, husks, or shell, if naturally present are removed; substances derived from plants such as spices, seasonings, and sugar; bakery item such as bread, cakes, pies, fillings or icing for which further cooking is not required for food safety; the following products that are produced with USDA guidelines and that have received a lethality treatment for pathogens: dry, fermented sausages, such as dry salami or pepperoni; salt-cured meat and poultry products, such as prosciutto ham, country cured ham, and Parma ham; and dried meat and poultry products, such as jerky or beef sticks.
- (66) Refuse. Solid waste not carried by water through the sewage system.
- (67) Regulatory authority. The director of health of the City of Plano, or his designated representative.
- (68) Safe material. An article manufactured from or composed of materials that may not reasonably be expected to result, directly or indirectly, in their becoming a component or otherwise affecting the characteristics of any food; an additive that is used as specified in V.T.C.A., Health and Safety Code Chapter 431; or other materials that are not additives and that are used in conformity with applicable regulations of the Food and Drug Administration.
- (69) Sampling. The preparation of food for example, education, or marketing purposes at an event including, but not limited to, a farmers' market, fair, restaurant food show or other similar event that is served, sold, or otherwise offered for human consumption.
- (70) Sanitization. The application of cumulative heat or chemicals on cleaned food contact surfaces that, when evaluated for efficacy, yield a reduction of five (5) logs, which is equal to a 99.999 percent reduction of representative disease microorganisms of public health importance.
- (71) Sealed. Free of cracks or other openings that allow the entry or passage of moisture.

- (72) Seasonal food establishment. A food establishment that operates at a fixed location for a period greater than fourteen (14) consecutive days, but less than forty-five (45) consecutive days in conjunction with a single event or celebration.
- (73) Sewage. Liquid waste containing animal or vegetable matter in suspension or solution and may include liquids containing chemicals in solution.
- (74) Single-service articles. Cups, containers, lids, closures, plates, knives, forks, spoons, stirrers, paddles, straws, napkins, wrapping materials, toothpicks, and similar articles intended for one-time, one-person use and then discarded.
- (75) Single-use articles. Tableware, carry-out utensils, and other items such as bags, containers, placemats, stirrers, straws, toothpicks, and wrappers that are designed and constructed for one-time, one-person use after which they are intended for discard.
- (76) Slacking. The process of moderating the temperature of a food such as allowing a food to gradually increase from a temperature of minus ten (-10) degrees Fahrenheit (minus twenty-three (-23) degrees Celsius) to twenty-five (25) degrees Fahrenheit (minus four (-4) degrees Celsius) in preparation for deep-fat frying or to facilitate even heat penetration during the cooking of previously block-frozen food such as spinach.
- (77) Smooth. A food contact surface free of pits and inclusions, a non-food contact surface of equipment having a surface equal to that of commercial grade hot-rolled steel free of visible scale; and a floor, wall or ceiling having an even or level surface with no roughness or projections that render it difficult to clean.
- (78) Sound condition. Free from defect, decay or damage; healthy.
- (79) Sufficient size. As much as is needed; adequate to contain all materials.
- (80) Temporary food establishment. A food establishment that operates for a period of no more than fourteen (14) consecutive days in conjunction with a single event or celebration.
- (81) Temporary event. Temporary events are defined as, but not limited to traveling fairs, carnivals, multicultural celebrations, special interest fundraisers, restaurant food shows, grand openings, customer appreciation days, athletic competition, and other transitory gatherings.
- (82) TFER. The 2006 Texas Food Establishment Rules as promulgated by the Texas Department of State Health Services, and codified under Texas Administrative Code 25 TAC §§ 229.161-178.
- (83) TCS. Time and temperature controlled for safety.
- (84) Utensil. Any implement used in the storage, preparation, transportation, or service of food.
- (85) Vending machine. A self-service device that, upon insertion of a coin, paper currency, token, card, or key, or by optional manual operation, dispenses unit servings of food in bulk or in packages without the necessity of replenishing the device between each vending operation.

- (86) Vending machine location. The room, enclosure, space or area where one (1) or more vending machines are installed and operated and includes the storage and servicing areas on the premises that are used to service and maintain the vending machines.
- (87) Warewashing. The cleaning and sanitizing of food-contact surfaces of equipment and utensils.
- (88) Wholesome. In good, sound condition; free from contamination or adulteration, healthy.

Secs. 9-3--9-20. Reserved.

ARTICLE II. - FOOD CARE

Sec. 9-21. Food supplies.

(a) General. Food shall be safe, unadulterated and honestly presented. Food shall be obtained from sources that comply with all laws relating to food labeling. The use of food in hermetically sealed containers that was not prepared in a food-processing establishment is prohibited.

- (1) Food establishment or manufacturers' dating information on food may not be concealed or altered.
- (2) Food prepared in a private home may not be used or offered for human consumption.
- (3) Potentially hazardous foods/time and temperature control for safety (PHF/TCS) can only be sold from a permitted food establishment.

(b) Special requirements.

- (1) Fluid milk and fluid milk products used, served, or commercially sold shall be pasteurized and shall meet the Grade A quality standards as established by law. Dry milk and dry milk products shall be made from pasteurized milk and milk products.
- (2) Fresh and frozen shucked shellfish (oysters, clams, or mussels) shall be packed in non-returnable packages identified with the name and address of the original shellstock processor, shucker-packer, or repacker, and the interstate certification number issued according to law. Shellstock and shucked shellfish shall be kept in the container in which they are received until they are used. Each container of unshucked shellstock (oysters, clams, or mussels) shall be identified by an attached tag that states the name and address of the original shellstock processor, the kind and quantity of shellstock, and an interstate certification number issued by the state or foreign shellfish control agency.
 - (a) Shellstock tags shall remain attached to the container in which they are received until the container is empty and shall be maintained at facility for ninety (90) calendar days from the date the container is emptied by using an approved record keeping system that keeps the tags or labels in chronological order correlated to the date when, or dates during which, the shellstock are sold or served.

- (b) If shellstock are removed from their tagged or labeled container preserve, source identification by using a record keeping system and ensuring that shellstock from one tagged or labeled container is not commingled with shellstock from another container with different shellfish certification numbers, different harvest dates or different growing areas as identified on the tag or label.
- (3) Only clean whole eggs, with shell intact and without cracks or checks or pasteurized liquid, frozen, or dry eggs or pasteurized dry egg products shall be used, except that hard boiled, peeled eggs, commercially prepared and packaged, may be used. Shell eggs that have not been specifically treated to destroy all viable Salmonella shall be labeled to include safe handling instructions as specified in law, including 21 CFR §101.17(h) (Code of Federal Regulations).
- (4) Prepackaged juice shall be obtained from a processor with a HACCP system as specified in 21 CFR §120, be obtained pasteurized or otherwise treated to attain a 5-log reduction of the most resistant microorganism of public health significance as specified in 21 CFR §120.24 or bear a warning label as specified in 21 CFR §101.17(g).
- (5) Donation of foods. Foods which are considered distressed, such as foods which have been subjected to fire, flooding, excessive heat, smoke, radiation or other environmental contamination or prolonged storage shall not be directly donated for consumption by the consumer. Foods may be sold or donated to a licensed food salvage establishment under the provisions of the Texas Food Establishment Rules (TFER §229.164 (v)(1) thru (6)).
 - (a) Foods which have been previously served to a consumer may not be donated.
 - (b) Meat and poultry that is not a ready-to-eat food and is in a packaged form when it is offered for sale or otherwise offered for consumption, shall be labeled to include safe handling instructions as specified in law, including 9 CFR §317.2(1) and 9 CFR §381.125(b).
 - (c) A potentially hazardous food/time and temperature control for safety (PFH/TCS) may be donated if:
 - (1) The food has been kept at one hundred forty (140) degrees Fahrenheit during hot holding and service and subsequently refrigerated to meet the time and temperature requirements under section 9-23(b)(3).
 - (2) The donor can substantiate that the food recipient has the facilities to meet transportation, storage and reheating requirements.
 - (3) The temperature of the food is at or below forty (40) degrees Fahrenheit at the time of donation and is protected from contamination.

(c) Game animals. Game animals must be from a source approved by the regulatory authority and must be commercially processed. No game animal may be received for sale or service if it is listed in 50 CFR §17, (TFER §229.164)(b)(7)(B)(i-iv). Approved sources include:

- (1) As allowed by law, commercially raised indigenous game animals;

(2) Indigenous game animals harvested under the authority of the Texas Parks and Wildlife Department, which are wholesome at the time of delivery to a commercial processor.

(d) Fish.

(1) Fish that are received for sale or service shall be commercially and legally caught or harvested; or approved for sale or service.

(2) Molluscan shellfish that are recreationally caught may not be received for sale or service. Molluscan shellfish shall be obtained from sources according to law and the requirements specified in the U.S. Department of Health and Human Services, Public Health Service, Food and Drug Administration, National Shellfish Sanitation Program Guide for the Control of Molluscan Shellfish. Molluscan shellfish received in the interstate commerce shall be from sources that are listed in the Interstate Certified Shellfish Shippers List.

(e) Wild mushrooms. Mushroom species picked in the wild shall be obtained from sources where each mushroom is individually inspected and found to be safe by an approved mushroom identification expert. (TFER §229.164(b)(6)(A)).

(f) Bottled water. Bottled drinking water used or sold in a food establishment shall be obtained from approved sources in accordance with 21 CFR §129 (Processing and Bottling of Bottled Drinking Water).

Sec. 9-22. Food protection.

(a) General. At all times including while being stored, prepared, displayed, served or transported, food shall be protected from potential contamination. Potential contamination to food includes but is not limited to: dust, insects, rodents, unclean equipment and utensils, unnecessary handling by the use of sanitary disposable gloves, coughs and sneezes, flooding, drainage, and overhead drippage from condensation.

(b) Emergency occurrences. In the event of an occurrence, such as a fire, flood, extended power outage of thirty (30) to forty-five (45) minutes, or similar event which might result in the contamination of food, or which might prevent potentially hazardous foods/time and temperature control for safety (PHF/TCS) from being held at required temperatures, the person in charge shall immediately contact the regulatory authority. Upon receiving notice of this occurrence, the regulatory authority shall take whatever action that it deems necessary to protect the public health.

(c) Specialized processing methods. A food establishment shall obtain a variance as specified in TFER §229.171(a)(1) and (2) (relating to compliance and enforcement) before smoking or curing food; using food additives or adding components such as vinegar as a method of food preservation rather than as a method of flavor enhancement or to render a food non-potentially hazardous; using a reduced oxygen method of packaging food, except as specified in paragraph (2) of this subsection where a barrier to *Clostridium botulinum* in addition to refrigeration exists; or preparing food by another method that is determined by the regulatory authority to require a variance. A food establishment that packages food using a reduced oxygen packaging method shall have a HACCP Plan that contains information in accordance with the Texas Food Establishment Rules.

- (d) Protection from unapproved additives.
- (1) A food shall be protected from contamination that may result from the addition of:
 - (a) Unsafe or unapproved food or color additives; and
 - (b) Unsafe or unapproved levels of approved and color additives.
- (2) A food employee may not apply sulfating agents to fresh fruits and vegetables intended for raw consumption or to a food considered to be a good source of vitamin B1 or serve or sell food specified in paragraph (1) above that is treated with sulfating agents before receipt by the food establishment, except that grapes need not meet this subparagraph.
- (e) Treating juice. Juice packaged in a food establishment shall be:
 - (1) Treated under a HACCP plan as specified in TFER §229.171(d)(2)(B)-(D) to attain a 5-log reduction, which is equal to a 99.999 percent reduction, of the most resistant microorganism of public health significance; or
 - (2) Labeled, if not treated to yield a 5-log reduction of the most resistant microorganism of public health significance:
 - (a) As specified under TFER §164(r)(1)(A)-(B); and
 - (b) As specified in 21 CFR §101.17(g) with the phrase, "WARNING: This product has not been pasteurized and, therefore, may contain harmful bacteria that can cause serious illness in children, the elderly, and persons with a weakened immune system."

Sec. 9-23. Food storage.

- (a) General.
 - (1) Food, whether raw or prepared, if removed from the container or package in which it was obtained shall be stored in a clean covered container intended for food storage except during necessary periods of preparation or service. Container covers shall be impervious and non-absorbent except that linens or napkins may be used for lining or covering bread or roll containers. Solid cuts of meat shall be protected by being covered in storage, except that quarters or sides of meat may be hung uncovered on clean sanitized hooks if no food product is stored beneath the meat.
 - (2) Containers of food shall be stored a minimum of six (6) inches above the floor in the manner that protects the food from splash and other contamination, and that permits easy cleaning of the storage area except that:
 - (a) Metal pressurized beverage containers, and cased food packaged in cans, glass or other waterproof containers need not be elevated when the food container is not exposed to floor moisture; and

- (b) Containers may be stored on dollies or racks, provided such equipment is easily moveable.
- (3) Food and containers of food shall not be stored under exposed or unprotected sewer lines or water lines, except for automatic fire protection sprinkler heads that may be required by law. The storage of food in toilet rooms or vestibules is prohibited.
- (4) Food shall be protected from cross contamination by separating raw animal food during storage, preparation, holding and display from:
 - (a) Raw, ready-to-eat food including other raw animal food such as fish, sushi or molluscan shellfish, or other raw ready-to-eat food such as vegetables, and
 - (b) Cooked ready-to-eat food.
- (5) Except when combined as ingredients, separating types of raw animal foods from each other during storage, preparation, holding and display from:
 - (a) Using separate equipment for each type; or
 - (b) Arranging each type of food in equipment so that cross contamination of one type with another is prevented; and
 - (c) Preparing each type of food at different times or in separate areas.
- (6) Packaged food may not be stored in direct contact with ice or water if the food is subject to entry of water because of the nature of its packaging, wrapping, or container or its position in the ice or water. Unpackaged food may not be stored in direct contact with undrained ice with the exception of whole, raw fruits and vegetables; cut, raw vegetables and tofu may be immersed in ice or water. Raw chicken and raw fish that are received immersed in ice in shipping container may remain in that condition while awaiting preparation, display, service or sale.
- (7) Unless its identity is unmistakable, bulk food such as cooking oil, syrup, salt, sugar or flour not stored in the product container or package in which it was obtained, shall be stored in a container identifying the food by common name.
- (8) Proper separation and identification of employee's or personal food and items must be stored in a manner that will prevent contamination of items intended for public consumption.
 - (b) Refrigerated storage.
- (1) Conveniently located refrigeration facilities or effectively insulated facilities shall be provided to assure the maintenance of all potentially hazardous food/time and temperature control for safety (PHF/TCS) at required temperatures during storage.

- (2) Each mechanically refrigerated facility storing potentially hazardous food/time and temperature control for safety (PHF/TCS) shall be provided with a numerically scaled indicating thermometer, accurate to +/- 3 degrees Fahrenheit, located to measure the air temperature in the warmest part of the facility and located to be easily readable. Recording thermometers, accurate to +/- 3 degrees Fahrenheit, may be used in lieu of indicating thermometers.
 - (3) Potentially hazardous food/time and temperature control for safety (PHF/TCS) requiring refrigeration after preparation shall be rapidly cooled to an internal temperature of forty (40) degrees Fahrenheit (five (5) degrees Celsius) or below. Potentially hazardous foods/time and temperature control for safety (PHF/TCS) of large volume or prepared in large quantities shall be rapidly cooled utilizing such methods as shallow pans, agitation, quick chilling or water circulation external to the food container so that the cooling period shall not exceed four (4) hours. Potentially hazardous food/time and temperature control for safety (PHF/TCS) to be displayed for sale or service or transported shall be pre-chilled and held at a temperature of forty (40) degrees Fahrenheit, (five (5) degrees Celsius) or below.
 - (4) Potentially hazardous foods/time and temperature control for safety (PHF/TCS) shall be at a temperature of forty (40) degrees Fahrenheit (five (5) degrees Celsius) when received.
 - (5) Raw shell eggs, molluscan shellfish and milk shall be received in refrigerated equipment that maintains an ambient air temperature of forty-five (45) degrees Fahrenheit (seven (7) degrees Celsius) or less.
 - (6) Frozen foods shall be kept frozen and shall be stored at a temperature of zero (0) degrees Fahrenheit (-eighteen (-18) degrees Celsius) or below.
 - (7) A food that is labeled frozen and shipped frozen by a food processing plant shall be received frozen.
 - (8) Ice intended for human consumption shall not be used as a medium for cooling stored food, food containers or food utensils, except that such ice may be used for cooling tubes conveying beverages or beverage ingredients to a dispenser head. Ice used for cooling stored food and food containers shall not be used for human consumption.
- (c) Date marking.
- (1) Ready-to-eat, potentially hazardous food/time and temperature control for safety foods (PHF/TCS) prepared on premises and held in a refrigerated state for more than twenty-four (24) hours in a food establishment shall be clearly marked using calendar dates, days of the week, color coded marks, or other effective means to indicate the date or day by which the food shall be consumed on the premises, sold, or discarded, based on the temperature and time combinations specified as follows: for a maximum of six (6) days following the date of initial preparation if held at or below forty (40) degrees Fahrenheit (five (5) degrees Celsius).

- (2) Commercially processed ready-to-eat food prepared and packaged by a food processing plant shall be clearly marked using calendar dates, days of the week, color-coded marks, or other effective means, at the time the original container is opened in a food establishment and if the food is held for more than twenty-four (24) hours, to indicate the date or day by which the food shall be consumed on the premises, sold, or discarded, based on the temperature and time combinations specified in this chapter. The day the original container is opened in the food establishment shall be counted as day one (1); and the day or date marked by the food establishment shall not exceed a manufacturers' use-by date.
- (3) A refrigerated, ready-to-eat potentially hazardous food/time and temperature control for safety (PHF/TCS) that is frequently rewrapped, such as lunchmeat or a roast, or for which date marking is impractical, such as soft serve mix or milk in a dispensing machine, may be marked as specified in this chapter or by an alternative method acceptable to the regulatory authority.
- (4) Alternative date marking systems must receive prior approval from the regulatory authority.
- (5) Subsection (2) of this paragraph does not apply to the following cheeses that are maintained under refrigeration as specified in this chapter:
 - (a) Hard cheeses manufactured as specified in 21 CFR §133.150, and with moisture content not exceeding thirty-nine (39) percent, such as cheddar, gruyere, parmesan, reggiano, and romano;
 - (b) Semi-soft cheeses manufactured as specified in 21 CFR §133.187, and with a moisture content of more that thirty-nine (39) percent but less than fifty (50) percent, such as blue, edam, gorgonzola, gouda, and Monterey jack; or
 - (c) Pasteurized process cheeses manufactured as specified in 21 CFR §133.169, and labeled as containing an acidifying agent.
- (6) Subsection (2) of this paragraph does not apply to the following when the face has been cut, but the remaining portion is whole and intact:
 - (a) Fermented sausages produced in a federally inspected food processing plant that are not labeled "Keep Refrigerated" and which retain the original casing on the product;
 - (b) Shelf stable, dry, fermented sausages; and
 - (c) Shelf stable salt-cured products such as prosciutto and Parma (ham) produced in a federally inspected food processing plant that are not labeled "Keep Refrigerated."
- (7) Subsection (2) of this paragraph does not apply to cultured dairy products as defined in 21 CFR §131, Milk and Cream, such as yogurt, sour cream, and buttermilk, that are maintained under refrigeration as specified in this chapter.

- (8) Subsection (2) of this paragraph does not apply to preserved fish products, such as pickled herring, and dried or salted cod, and other acidified fish products defined in 21 CFR §114, Acidified Foods.
 - (9) A refrigerated, ready-to-eat, potentially hazardous food/time and temperature control for safety (PHF/TCS) ingredient or a portion of a refrigerated, ready-to-eat, potentially hazardous food/time and temperature control for safety (PHF/TCS) that is subsequently combined with additional ingredients or portions of food shall retain the date marking of the earliest prepared or first-prepared ingredient.
- (d) Hot storage.
- (1) Conveniently located hot food storage facilities shall be provided to assure the maintenance of food at the required temperature during storage. Each hot food facility storing potentially hazardous food/time and temperature control for safety (PHF/TCS) shall be provided with a numerically scaled indicating thermometer, accurate to +/- three (3) degrees Fahrenheit, located to measure the air temperature in the coolest part of the facility and located to be easily readable. Recording thermometers, accurate to +/- three (3) degrees Fahrenheit, may be used in lieu of indicating thermometers. Where it is impractical to install thermometers on equipment such as bain-maries, steam tables, steam kettles, heat lamps, cal-rod units, or insulated food transport carriers, a product thermometer must be available and used to check internal food temperature.
 - (2) The internal temperature of potentially hazardous foods/time and temperature control for safety (PHF/TCS) requiring hot storage shall be one hundred forty (140) degrees Fahrenheit (sixty (60) degrees Celsius) or above except during necessary periods of preparation. Potentially hazardous food/time and temperature control for safety (PHF/TCS) to be transported shall be held at a temperature of one hundred forty (140) degrees Fahrenheit (sixty (60) degrees Celsius) or above unless maintained in accordance with subsection (b)(2) of this subsection.

Sec. 9-24. Food preparation.

- (a) Food handling. Food shall be prepared with the least possible manual contact, with suitable utensils, and on surfaces that prior to use have been cleaned, rinsed and sanitized to prevent cross contamination.
- (b) Food employees may not use a utensil more than once to taste food that is to be sold or served.
- (c) Food employees shall prepare ready-to-eat foods using suitable utensils, such as tissue, spatulas, tongs, single use gloves or dispensing equipment.
 - (1) Food employees shall wash their hands as specified under Section 9-32.
 - (2) Gloves, use limitation. Hands must be washed prior to use of gloves. If used, single-use gloves shall be used for only one (1) task such as working with ready-to-eat food or with raw animal food, used for no other purpose, and discarded when damaged or soiled, or when

interruptions occur in the operation. Slash resistant gloves that are used to protect the hands during operations requiring cutting shall be used in direct contact only with food that is subsequently cooked as specified by these rules, such as frozen food or a primal cut of meat. Slash-resistant gloves may be used with ready-to-eat food that will not be subsequently cooked if the slash-resistant gloves are covered with a smooth, durable, and non-absorbent glove or a single-use glove. Cloth gloves may not be used in direct contact with food unless the food is subsequently cooked as required in these rules such as frozen food or a primal cut of meat.

(d) Raw fruits and raw vegetables shall be thoroughly washed with potable water before being cooked or served.

(1) Fruits and vegetables may be washed by using chemical as specified under (TFER §229.168(f)(2)).

(e) Cooking potentially hazardous foods/time and temperature control for safety (PHF/TCS). Potentially hazardous foods/time and temperature control for safety (PHF/TCS) requiring cooking shall be cooked to heat all parts of the food to a temperature of at least one hundred forty (140) degrees Fahrenheit, (sixty (60) degrees Celsius) except that:

(1) Poultry, poultry stuffing, stuffed meat, stuffed fish, stuffed pasta, stuffed ratites, stuffing containing meat, wild game animals and exotic animals, shall be cooked to heat all parts of the food to at least one hundred sixty-five (165) degrees Fahrenheit, (seventy-four (74) degrees Celsius) with no interruption of the cooking process.

(2) Pork and any food containing pork shall be cooked to heat all parts of the food to at least one hundred fifty (150) degrees Fahrenheit, (sixty-six (66) degrees Celsius).

(3) Rare roast beef shall be cooked to an internal temperature of at least one hundred thirty (130) degrees Fahrenheit (fifty-four (54) degrees Celsius), and rare beef steak shall be cooked to a temperature of one hundred thirty (130) degrees Fahrenheit (fifty-four (54) degrees Celsius), unless otherwise ordered by the immediate consumer.

(4) Whole beef roasts, corned beef roasts, pork roasts, and cured pork roasts such as ham, shall be cooked in an oven that is preheated to the temperature specified for the roast's weight in the following chart and that is held at that temperature; and Figure 1:25 TAC §229.164(k)(1)(B)(i).

Oven type	Oven Temperature Based on Roast Weight	
	Less than 10 lbs. (4.5 kg)	10 lbs. (4.5 kg) or More
Still Dry	350° F (177° C) or more	250° F (121° C) or more
Convection	250° F (121° C) or more	250° F (121° C) or more
High Humidity ¹	250° F (121° C) or more	250° F (121° C) or more
¹ Relative humidity greater than ninety (90) percent for at least one (1) hour as measures in the cooking chamber or exit of the oven; or in a moisture-impermeable bag that provides one hundred (100) percent.		

Holding time that corresponds to that temperature. Figure 1:25 TAC §229.164(k)(1)(B)(ii)

Cooking Whole Beef or Corned Beef Roasts

Temperature (°F) (°C+)	Time ¹ in Minutes	Temperature (°F) (°C+)	Time ¹ in Seconds
130 (54.4)	112	147 (63.9)	134
131 (55.0)	89	149 (65.0)	85
133 (56.1)	56	151 (66.1)	54
136 (57.8)	28	155 (68.3)	22
138 (58.9)	18	157 (69.4)	14
140 (60.0)	12	158 (70.0)	0
142 (61.1)	8		
144 (62.2)	5		
145 (62.8)	4		

¹ Holding time may include postover heat rise.

- (5) Reconstructed and/or ground beef products shall be cooked to an internal temperature of at least one hundred fifty-five (155) degrees Fahrenheit (sixty-eight (68) degrees Celsius) for a minimum of fifteen (15) seconds, unless otherwise ordered by the immediate consumer.

Alternatives to the 155 Degree Fahrenheit/15 second requirement.

Minimum Temperature °F (°C)	Minimum Time
145 (63)	3 Minutes
150 (66)	1 Minute
158 (70)	< 1 Second (Instantaneous)

- (6) Plant food cooking for hot holding. Fruits and vegetables that are cooked for hot holding shall be cooked to a temperature of one hundred thirty-five (135) degrees Fahrenheit (fifty-seven (57) degrees Celsius).
- (7) Consumers shall be informed by brochures, deli case menu advisories, label statements, table tents, placards, or other effective written means of the potential hazards of raw animal food such as raw marinated fish; raw molluscan shellfish; steak tartar; partially cooked food such as lightly cooked fish, rare meat and soft cooked eggs that to ensure its safety, the food should be cooked to proper temperatures.
- (8) Food establishments which serve or sell an animal food such as beef, eggs, fish, lamb, pork, poultry, or shellfish which is served or sold raw, undercooked, or without otherwise being processed to eliminate pathogens, either in ready-to-eat form or as an ingredient in another ready-to-eat food the permit holder shall inform consumers of the significantly increased risk of consuming such foods by way of a disclosure and reminder, using brochures, deli case or menu advisories, label statements, table tents, placards or other effective written means.
- (1) Disclosure shall include a description of the animal-derived foods, such as "oysters on the half shell (raw oysters)", "raw-egg Caesar salad" and "hamburgers (can be cooked to order)" or

(a) Identification of the animal derived foods by asterisking them to a footnote that states that the items are served raw or under cooked or contain (or may contain) raw or under cooked ingredients.

(2) Reminder shall include asterisking the animal-derived food requiring disclosure to a footnote that states regarding the safety of these items, written information is available upon request;

(a) Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness or;

(b) Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.

(f) Parasite destruction. Before service or sale in ready-to-eat form, raw, raw-marinated, partially cooked or marinated-partially cooked fish other than molluscan shellfish shall be frozen throughout to a temperature of minus four (-4) degrees Fahrenheit (minus twenty (-20) degrees Celsius) or below for one hundred sixty-eight (168) hours (seven (7) days) in a freezer or (minus thirty-one (-31) degrees Fahrenheit, (minus thirty-five (-35) degrees Celsius) or below for fifteen (15) hours in a blast freezer. Records must be maintained for ninety (90) calendar days beyond the time of service or sale of the fish. If the fish are tuna of the species *Thunnus alalunga*, *Thunnus albacares* (Yellowfin tuna), *Thunnus atlanticus*, *Thunnus maccoyii* (Bluefin tuna, Southern), *Thunnus obesus* (Bigeye tuna) or *Thunnus thynnus* (Bluefin, Northern), the fish may be served or sold in raw, raw-marinated or partially cooked ready-to-eat form without freezing.

(1) If the fish are frozen by a supplier, a written agreement or statement from the supplier stipulating that the fish supplied are frozen to a temperature and for a time specified may substitute for the records specified above.

(g) Dry milk and dry milk products. Reconstituted dry milk products may be used in instant desserts and whipped products or for cooking and baking purposes.

(h) Liquid, frozen, milk, dry eggs and egg products.

(1) Frozen milk products, such as ice cream, liquid, frozen, dry eggs and egg products shall be obtained pasteurized. Pasteurized liquid, frozen or dry eggs shall be substituted for raw eggs in preparation of: Caesar salad, hollandaise sauce or béarnaise sauce, mayonnaise, meringue, eggnog, ice cream and egg fortified beverages.

(2) Cheese shall be obtained pasteurized unless alternative procedures to pasteurization are specified in 21 CFR §133.

(3) Shell eggs that are broken, combined in a container, and not cooked immediately are prohibited.

(i) Reheating. Potentially hazardous foods/time and temperature control for safety (PHF/TCS) that have been cooked and then refrigerated, shall be reheated rapidly to one hundred sixty-five (165) degrees Fahrenheit (seventy-five (75) degrees Celsius) or higher throughout before being served or before being placed in a hot food storage facility. Steam tables, bain-maries, warmers, and similar hot

food holding facilities are prohibited for the rapid reheating of potentially hazardous foods/time and temperature control for safety (PHF/TCS).

- (1) Preparation for immediate service. Cooked and refrigerated food that is prepared for immediate service in response to an individual consumer order, such as roast beef sandwich au jus, may be served at any temperature.
- (2) Ready-to-eat food taken from a commercially processed, hermitically sealed container, or from an intact package from a food processing plant that is inspected by the food regulatory authority that has jurisdiction over the plant, shall be heated to a temperature of at least one hundred thirty-five (135) degrees Fahrenheit (fifty-seven (57) degrees Celsius) for hot holding.

(j) Cooling. Potentially hazardous foods/time and temperature control for safety (PHF/TCS) that have been cooked and are required to be cooled shall be rapidly cooled to forty (40) degrees Fahrenheit (five (5) degrees Celsius) or below within four (4) hours of preparation. Potentially hazardous foods/time and temperature control for safety (PHF/TCS) shall be rapidly cooled utilizing such methods as shallow pans, agitation, quick chilling or water circulation external to the food container.

- (1) Raw shell eggs shall be received as specified in this chapter and immediately placed in refrigerated equipment that maintains an ambient air temperature of forty (40) degrees Fahrenheit (five (5) degrees Celsius) or less.

(k) Product thermometers. Metal stem-type numerically scaled indicating thermometers, accurate to +/- two (2) degrees Fahrenheit, shall be provided and used to assure the attainment and maintenance of proper internal cooking, holding, or refrigeration temperatures of all potentially hazardous foods/time and temperature control for safety (PHF/TCS).

(l) Thawing potentially hazardous foods/time and temperature control for safety (PHF/TCS). Potentially hazardous foods/time and temperature control for safety (PHF/TCS) shall be thawed:

- (1) Under refrigeration that maintains the food temperature at forty (40) degrees Fahrenheit (five (5) degrees Celsius); or less as specified in this chapter.
- (2) Completely submerged under running water:
 - (a) At a water temperature of seventy (70) degrees Fahrenheit (twenty-one (21) degrees Celsius) or below; and
 - (b) With sufficient water velocity to agitate and float off loose particles in an overflow; and
 - (c) And for a period of time that does not allow thawed portions of ready-to-eat food to rise above forty (40) degrees Fahrenheit (five (5) degrees Celsius) of this chapter; and
 - (d) Or for a period of time that does not allow thawed portions of a raw animal food requiring cooking as specified in this chapter to above forty (40) degrees Fahrenheit (five (5) degrees Celsius), for more than four (4) hours including the time the food is exposed to the running water and the time needed for preparation for cooking; or the time it takes

under refrigeration to lower the food temperature to forty (40) degrees Fahrenheit (five (5) degrees Celsius).

- (3) In a microwave oven only when the food will be immediately transferred to conventional cooking facilities as part of the continuous cooking process or when the entire, uninterrupted cooking process takes place in the microwave oven; or
- (4) As part of the conventional cooking process. If the food that is frozen is cooked as specified in this chapter, or using any procedure if a portion of frozen ready-to-eat food is thawed and prepared for immediate service in response to an individual consumer's order.

(m) Slacking. Frozen potentially hazardous food/time and temperature control for safety (PHF/TCS) that is slacked to moderate the temperature shall be held under refrigeration that maintains the food temperature at forty (40) degrees Fahrenheit (five (5) degrees Celsius) or less or at any temperature if the food remains frozen.

(n) Microwave cooking. Raw animal foods cooked or reheated in the microwave oven shall be:

- (1) Rotated or stirred throughout or midway during cooking to compensate for uneven distribution of heat;
- (2) Covered to retain surface moisture;
- (3) Heated to a temperature of at least one hundred sixty-five (165) degrees Fahrenheit (seventy-four (74) degrees Celsius) in all parts of the food; and
- (4) Allowed to stand covered for two (2) minutes after cooking to obtain temperature equilibrium.

(o) Highly susceptible populations. Food establishments that serve highly susceptible populations must comply with all rules in accordance with TFER §229.164(u)(1-8), and FDA Code 3-801.11. (Food and Drug Administration)

(p) Outdoor grilling. Outdoor grilling by all permitted food establishments on a permanent basis must comply with food establishment standards in article II through article VII, including sections 9-24 through sections 9-78 of the ordinance. Outdoor grilling at temporary events must be approved and permitted by the City of Plano Health Department in accordance with temporary guidelines in Section 9-92(b)(4) of the ordinance. Outdoor grilling for personal and residential use is permitted and outside the scope of this regulation.

Sec. 9-25. Food display and service.

(a) Potentially hazardous foods/time and temperature control for safety (PHF/TCS). Potentially hazardous foods/time and temperature control for safety (PHF/TCS) shall be kept at an internal temperature of forty (40) degrees Fahrenheit (five (5) degrees Celsius) or below or at an internal temperature of one hundred forty (140) degrees Fahrenheit (sixty (60) degrees Celsius) or above during storage, preparation, display, service and transport, except that rare roast beef shall be held for service at a temperature of at least one hundred thirty (130) degrees Fahrenheit (fifty-four (54) degrees Celsius).

(b) Time as a public health control. If time only, rather than time in conjunction with temperature, is used as the public health control for a working supply of potentially hazardous foods/time and temperature control for safety (PHF/TCS) before cooking, or for ready-to-eat potentially hazardous foods/time and temperature control for safety (PHF/TCS) that is displayed or held for service for immediate consumption:

- (1) The food shall be marked, labeled, tagged or otherwise unmistakably identified to indicate the time which is four (4) hours past the point when the food was removed from temperature control;
- (2) The food shall be cooked and served, served if a ready-to-eat food or discarded within four (4) hours of the time at which the food was removed from temperature control;
- (3) The food in unmarked containers or packages or marked to exceed a four-hour time limit shall be discarded; and
- (4) Written procedures shall be maintained in the food establishment and made available to the regulatory authority upon request, to ensure compliance.

(c) Milk and cream dispensing.

- (1) Milk and milk products for drinking purposes shall be provided to the consumer in an unopened, commercially filled package not exceeding one (1) pint in capacity, or drawn from a commercially filled container stored in a mechanically refrigerated bulk milk dispenser. Where it is necessary to provide individual servings under special institutional circumstances, milk and milk products may be poured from a commercially filled container provided such a procedure is authorized by the regulatory authority. Where a bulk dispenser for milk and milk products is not available and portions of less than one-half-pint are required for mixed drinks, cereal, or dessert service, milk and milk products may be poured from a commercially filled container.
- (2) The bulk milk container dispensing tube shall be cut on the diagonal leaving no more than one (1) inch protruding from the chilled dispensing head.
- (3) Cream or half and half shall be provided in an individual service container, protected pour-type pitcher, or drawn from a refrigerated dispenser designed for such service.

(d) Nondairy products dispensing. Nondairy cream shall be provided in an individual service container, protected pour-type pitcher, or drawn from a refrigerated dispenser designed for such service.

(e) Condiment dispensing.

- (1) Condiments, seasonings and dressings for self-service use shall be provided in individual packages, from dispensers, or from containers protected in accordance with paragraph (h) of this subsection.
- (2) Condiments provided for table or counter service shall be individually portioned, except that ketchup and other sauces may be served in the original container or pour type dispenser.

Sugar for consumer usage shall be provided in individual packages or in pouring-type dispensers.

(f) Ice dispensing. Ice for consumer use shall be dispensed only by employees with scoops, tongs, or other ice-self-dispensing utensils or through automatic service ice dispensing equipment. Ice dispensing utensils shall be stored on a clean surface or in the ice with the dispensing utensil's handle extended out of the ice. Between uses, ice transfer receptacles shall be stored in a way that protects them from contamination. Ice storage bins shall be drained through an air gap.

(g) Dispensing utensils. To avoid unnecessary manual contact with food, suitable dispensing utensils shall be used by employees or provided to consumers who serve themselves. Between uses during service, dispensing utensils shall be:

- (1) Stored in the food with the dispensing utensil handle extended out of the food; or
- (2) Stored clean and dry; or
- (3) Stored in running water; or
- (4) Stored either in a running water dipper well, or clean and dry in the case of dispensing utensils and malt collars used in preparing frozen desserts; or
- (5) In a container of water if the water is maintained at a temperature of at least one hundred thirty-five (135) degrees Fahrenheit (fifty-seven (57) degrees Celsius) and the container is cleaned at a frequency specified under TFER §229.165(n)(1)(D)(vii).

(h) Reservice. Once served to a consumer, portions of left-over food shall not be served again except that packaged food, other than potentially hazardous foods/time and temperature control for safety (PHF/TCS), that is still packaged and is still in sound condition may be served.

(i) Display equipment. Food on display shall be protected from consumer contamination by the use of packaging or by the use of easily cleanable counter, serving line or salad bar protector devices, display cases or by other effective means. The minimum height requirement for sneeze guards is eighteen (18) inches unless otherwise specified by the regulatory authority. Enough hot or cold food facilities shall be available to maintain the required temperatures of potentially hazardous foods/time and temperature control for safety (PHF/TCS) on display.

(j) Reuse of tableware. Reuse of soiled tableware by self-service consumers returning to the service area for additional food is prohibited. Beverage cups and glasses are exempt from this requirement.

(k) Unpackaged, raw animal food such as beef, lamb, pork, poultry and fish may not be offered for consumer self-service. This does not apply to consumer self-service or ready-to-eat foods at buffets or salad bars that serve foods such as sushi or raw shellfish, or ready-to-cook individual portions for immediate cooking and consumption on the premises such as consumer cooked meats or consumer selected ingredients for Mongolian barbeque; or raw, frozen, shell-on shrimp or lobster.

- (1) A card, sign or other effective means of notification shall be displayed to notify consumers

that clean tableware is to be used upon return to self-service areas such as salad bars and buffets.

- (2) Consumers self-service operations such as buffets and salad bars shall be monitored by food employees trained in safe operating procedures.
- (3) A person may sell unpackaged food that is not potentially hazardous that is displayed, and sold in bulk from a self-service container if:
 - (a) The self-service container has tight-fitting lid that is securely attached to the container; and
 - (b) The container, lid and any utensil are constructed of nontoxic materials that provide for easy cleaning and proper repair.
 - (c) The lid of a gravity feed type container shall be kept closed except when the container is being serviced or refilled.
 - (d) The lid of a scoop utensil type container shall be kept closed except during customer service. The container must have a utensil, equipped with a handle, to be used in dispersing the food.
- (4) The seller shall:
 - (a) Keep the container, lid, and any utensil sanitary to prevent spoilage and insect infestation; and
 - (b) Post in the immediate display area a conspicuous sign that instructs the customer on the proper procedure for dispensing the food.

Sec. 9-26. Food transportation.

During transportation, food and food utensils shall be kept in covered containers or completely wrapped or packaged so as to be protected from contamination. Foods in original individual packages do not need to be overwrapped or covered if the original package has not been torn or broken. During transportation, including transportation to another location for service or catering operations, food shall meet the requirements of this chapter relating to food protection and food storage.

Sec. 9-27. HACCP plan requirements.

(a) When a HACCP plan is required. Before engaging in an activity that requires a HACCP plan, a food establishment shall submit to the regulatory authority for approval a properly prepared HACCP plan as specified under subsection (b) of this section and the relevant provisions of these rules if a variance is required. A food establishment shall have a properly prepared HACCP plan as specified in TFER §229.161--229.175. The HACCP plan shall be followed as submitted to, and approved by the regulatory authority.

(b) Contents of a HACCP plan. For a food establishment that is required under subsection (a) of this section to have a HACCP plan, the plan and specifications shall indicate:

- (1) A categorization of the types of potentially hazardous foods/time and temperature control for safety (PHF/TCS) that are specified in the menu such as soups and sauces, salads, and bulk, solid foods such as meat roasts, or of other foods that are specified by the regulatory authority;
- (2) A flow diagram by specific food and category type identifying critical control points and providing information on the following:
 - (a) Ingredients, materials, and equipment used in the preparation of the food; and
 - (b) Formulation or recipes that delineate methods and procedural control measures that address the food safety concerns involved;
- (3) Food employee and supervisory training plan for the person(s) in charge and food employee(s) pertaining to public health and the safety and integrity of food;
- (4) A statement of standard operating procedures for the plan under consideration including and clearly identifying:
 - (a) Each critical control point;
 - (b) The critical limits for each critical control point;
 - (c) The method and frequency for monitoring and controlling each critical control point by the food employee designated by the person-in-charge;
 - (d) The method and frequency for the person-in-charge to routinely verify that the food employee is following standard operating procedures and monitoring critical control points;
 - (e) Action to be taken by the person-in-charge if the critical limits for each critical control point are not met; and
 - (f) Records to be maintained by the person-in-charge to demonstrate that the HACCP plan is properly operated and managed; and
- (5) Additional scientific data or other information, as requested by the regulatory authority, supporting the determination that food safety is not compromised by the proposal.

(c) Confidentiality, trade secrets. The regulatory authority shall treat as confidential in accordance with the requirements of the Public Information Act, V.T.C.A., Government Code Chapter 552, information that meets the criteria for a trade secret and is contained on inspection report forms and in the plans as specifications submitted.

Secs. 9-28--9-30. Reserved.

ARTICLE III. - PERSONNEL

Sec. 9-31. Employee health.

(a) No person while infected with a disease in a communicable form that can be transmitted by foods or who is a carrier of organisms that cause such a disease or while afflicted with a boil, an infected wound, or an acute respiratory infection, shall work in a food establishment in any capacity in which there is a likelihood of such person contaminating food or food-contact surfaces with pathogenic organisms or transmitting disease to other persons.

(b) There shall be a certified food manager on duty at all times at each permitted food establishment. Certification must be obtained by passing an examination approved by the Texas Department of State Health Services and the regulatory authority.

(c) All food employees shall be required to successfully complete a food handler class taught by the City of Plano or from any approved city, municipality or accredited institution or other approved course within thirty (30) days of hire. If a food employee completes a course other than with the City of Plano, they are required to obtain a food handler card from the City of Plano Health Department. Food handler cards shall be good for a period of two (2) years from the date of issue. This applies without regard to whether the food service establishment is at a fixed location or is a mobile food unit. A food service establishment or mobile food unit that handles only pre-packaged food and does not prepare or package food is not required to obtain a food handler certification.

(d) A food service establishment shall comply with the following:

- (1) Post a sign in a place conspicuous to employees in a form adopted by the executive commissioner of the Health and Human Services Commission, describing a food service employee's responsibilities to report communicable and infectious health conditions to the permit holder; or
- (2) Require that each food service employee sign a written agreement in a form adopted by the executive commissioner to report those health conditions.

(e) Food employees experiencing persistent sneezing, coughing, or a runny nose that causes discharges from the eyes, nose, or mouth may not work with exposed food; clean equipment, utensils, and linens; or unwrapped single-service or single-use articles.

(f) The person-in-charge shall notify the regulatory authority that a food employee is diagnosed with an illness due to Norovirus, Salmonella typhi, Shigella spp., shiga toxin-producing Escherichia coli, or Hepatitis A Virus.

Sec. 9-32. Personal cleanliness.

(a) Food employees shall clean their hands and exposed portions of their arms (or surrogate prosthetic devices for hand or arms) for at least twenty (20) seconds, using a cleaning compound in a lavatory that is properly equipped. Food employees shall use the following cleaning procedure:

- (1) Vigorous friction on the surface of the lathered fingers, finger tips, areas between the fingers and under the fingernail, hands and arms (or vigorous rubbing the surrogate prosthetic devices for hands or arms) for at least ten (10) to fifteen (15) seconds followed by;
- (2) Thorough rinsing under clean, running water; and
- (3) Immediately follow the cleaning procedure with drying of cleaned hands and arms (or surrogate prosthetic devices).

(b) Food employees shall keep their fingernails clean, trimmed, unpainted, filed and maintained so the edges and surfaces are not rough.

(c) A chemical hand sanitizing solution used as a hand dip shall be maintained clean and at a strength equivalent to at least one hundred (100) mg/L chlorine.

(d) A chemical hand sanitizing solution used as a hand dip shall have active antimicrobial ingredients that are listed as safe and effective for application to human skin in accordance to TFER §229.163(j).

(e) A person handling food or unsealed containers may not contact with bare hands exposed ready-to-eat food unless:

- (1) Documentation is maintained at the food service establishment listing the foods and food handling activities that involve bare-hand contact; and
- (2) The food service establishment uses two (2) or more of the following contamination control measures:
 - (a) Requiring employees to perform double handwashing;
 - (b) Requiring employees to use fingernail brushes while handwashing;
 - (c) Requiring employees to use a hand sanitizer after handwashing;
 - (d) Implementing an incentive program that encourages employees not to come to work when ill; and
 - (e) Other contamination control measure approved by the regulatory authority.

(f) A food service establishment shall maintain and present upon request documentation that acknowledges employees have received training in the following areas:

- (1) The risks of contacting ready-to-eat foods with bare hands;
- (2) Proper handwashing;
- (3) Proper fingernail maintenance;
- (4) The prohibition of wearing jewelry on the hands and arms during food preparation;

- (5) Good hygienic practices; and
- (6) Company policies governing employee illness and disease transmission in compliance with state and local laws.

Sec. 9-33. Clothing.

(a) The outer clothing of all employees shall be clean.

(b) Except as provided under paragraph (c) of this subsection, food employees shall wear hair restraints such as hats, hair coverings or nets, beard restraints, and clothing that covers body hair, that are designed and worn to effectively keep their hair from contacting exposed food; clean equipment, utensils, and linens; and unwrapped single-service and single-use articles.

(c) This section does not apply to food employees such as counter staff who only serve beverages and wrapped or packaged foods, hostesses, and wait staff if they present a minimal risk of contaminating exposed food; clean equipment, utensils, and linens; and unwrapped single-service and single-use articles.

(d) Employees shall remove all jewelry from the arms and hands, which cannot be adequately sanitized during periods when food is being prepared. This does not apply to a plain ring such as a band style ring.

Sec. 9-34. Employee practices.

(a) Employees shall consume food only in designated dining areas. An employee dining area shall not be so designated if consuming food there may result in contamination of other food, equipment, utensils, or other items needing protection.

(b) Employees shall not use tobacco in any form while engaged in food preparation or service, nor while in equipment washing or utensil washing or food preparation areas.

(c) Employees shall handle soiled tableware in a way that minimizes contamination of their hands.

(d) Employees shall maintain a high degree of personal cleanliness and shall conform to good hygienic practices during all working periods in the food establishment.

Secs. 9-35--9-40. Reserved.

ARTICLE IV. - EQUIPMENT AND UTENSILS

Sec. 9-41. Materials.

(a) General. Multi-use equipment and utensils shall be constructed and repaired with safe materials, including finishing materials; shall be corrosion resistant and nonabsorbent; and shall be smooth, easily cleanable, and durable under conditions of normal use. Equipment, utensils, and single service articles shall not impart odors, color, or taste, nor contribute to the contamination of food.

(b) Lead. Pewter alloys containing lead in excess of five one-hundredths (0.05) percent may not be used as food contact surfaces. Solder and flux containing lead in excess of two-tenths (0.2) percent may not be used as a food contact surface.

(c) Solder. If solder is used, it shall be composed of safe materials and be corrosion resistant and comply with International Plumbing Code.

(d) Wood. Hard maple or equivalently nonabsorbent materials that meets the general requirements set forth in subsection (a) of this section may be used for cutting blocks, cutting boards, salad bowls, and baker's tables. Wood may be used as specified in TFER §229.165(a)(9) for single-service articles, such as chopsticks, stirrers, or ice cream spoons. The use of wood as a food-contact surface under other circumstances must be approved by the regulatory authority.

(e) Plastics. Safe plastic or safe rubber or safe rubber-like materials that are resistant under normal conditions of use to scratching, scoring, decomposition, crazing, chipping and distortion, that are of sufficient weight and thickness to permit cleaning and sanitizing by normal dishwashing methods, and which meet the general requirements set forth in subsection (a) of this section, are permitted for repeated use.

(f) Mollusk and crustacean shell. Mollusk and crustacean shells may be used only once as a serving container. Further reuse of such shells for food service is prohibited.

(g) Single-service. Reuse of single-service articles is prohibited.

Sec. 9-42. Design and fabrication.

(a) General. All equipment and utensils, including plasticware, shall be designed and fabricated for durability under conditions of normal use and shall be resistant to denting, buckling, peeling, pitting, chipping and crazing.

(b) Equipment in new or extensively remodeled establishments shall be National Sanitation Foundation or equivalent approval. Any other equipment is subject to approval by the regulatory authority. The regulatory authority directs the replacement because the facilities and equipment constitute a public health hazard or nuisance or no longer comply with the criteria upon which the facilities and equipment were accepted:

- (1) Food contact surfaces shall be easily cleanable, smooth, and free of breaks, open seams, cracks, chips, pits and similar imperfections, and free of difficult to clean internal corners and crevices.
- (2) Cast iron may be used as a food contact surface only if the surface is heated, such as in grills, griddle tops, and skillets.
- (3) Threads shall be designed to facilitate cleaning; ordinary "V" type threads are prohibited in food-contact surfaces, except that in equipment such as ice makers or hot oil cooking equipment and hot oil filtering systems such threads shall be minimized.

- (4) Equipment containing bearings and gears requiring unsafe lubricants shall be designed and constructed so that the lubricant cannot leak, drip, or be forced into food or onto food-contact surfaces.
 - (5) Only safe lubricants shall be used on equipment designed to receive lubrication of bearings and gears on or within food-contact surfaces. Lubricants with incidental food contact shall meet the requirements specified in 21 CFR §178.3570, if they are used on food-contact surfaces, on bearings and gears located on or within food-contact surfaces, or on bearings and gears that are located so that lubricants may leak, drip, or be forced into food or onto food-contact surfaces.
 - (6) Tubing conveying beverages or beverage ingredients to dispensing heads may be in contact with stored ice, provided that such tubing is fabricated from safe materials, is grommeted at entry and exit points to preclude moisture (condensation) from entering the ice machine or the ice storage bin, and is kept clean. Drainage or drainage tubes from dispensing units shall not pass through the ice machine or the ice storage bin.
 - (7) Sinks and drain boards shall be self-draining.
- (c) Accessibility. Unless designed for in-place cleaning, food-contact surfaces shall be accessible for cleaning and inspection.
- (1) Without being disassembled; or
 - (2) By disassembling without the use of tools; or
 - (3) By easy disassembling with the use of only simple tools such as a mallet, a screwdriver, or an open-end wrench.
- (d) In-place cleaning. Equipment intended for in-place cleaning shall be so designed and fabricated that:
- (1) Cleaning and sanitizing solutions can be circulated throughout a fixed system using an effective cleaning and sanitizing regimen; and
 - (2) Cleaning and sanitizing solutions will contact all interior food-contact surfaces; and
 - (3) The system is self-draining or capable of being completely evacuated.
 - (4) Clean in Place (CIP) equipment that is not designed to be disassembled for cleaning shall be designed with inspection access points to ensure that all interior food contact surfaces throughout the fixed system are being effectively cleaned.
- (e) Pressure spray cleaning. Fixed equipment designed and fabricated to be cleaned and sanitized by pressure spray methods shall have sealed electrical wiring, switches, and connections.

(f) Thermometers. Indicating thermometers required for immersion into food or cooking media shall be of metal stem-type construction, numerically scaled and accurate to +/- two (2) degrees Fahrenheit.

(g) Nonfood-contact surfaces. Surfaces of equipment not intended for contact with food, but which are exposed to splash or food debris or which otherwise require frequent cleaning, shall be designed and fabricated to be smooth, nonabsorbent, corrosion-resistant, washable, free of unnecessary ledges, projections, or crevices, and readily accessible for cleaning, and shall be of such material and in such repair as to be easily maintained in a clean and sanitary condition.

(h) Ventilation hoods design. Ventilation hoods and devices shall be designed to prevent grease or condensation from collecting on walls and ceilings, and from dripping into food or onto food contact surfaces.

(1) Filters or other grease extracting equipment shall be readily removable for cleaning and replacement if not designed to be cleaned in place. All ventilation hoods and related equipment must be installed accordance with the International Mechanical Code.

(2) Exhaust ventilation hood systems in food preparation and warewashing areas including components such as hoods, fans, guards, and ducting shall be designed to prevent grease or condensation from draining or dripping onto food, equipment, utensils, linens, and single-service and single-use articles.

(i) Existing equipment. Equipment which was installed in a food establishment prior to the effective date of this chapter, and which does not fully meet all of the design and fabrication requirements of this rule, shall be deemed acceptable in that establishment as long as there is no change of ownership, in good repair and capable of being maintained in a sanitary condition, and the food-contact surfaces are nontoxic. Replacement equipment and new equipment acquired after the effective date of this chapter shall meet the requirements of this chapter.

Sec. 9-43. Equipment installation and location.

(a) General. Equipment, including ice makers and ice storage equipment, shall not be located under exposed or unprotected sewer lines or water lines, open stairwells, or other sources of contamination. This requirement does not apply to automatic fire protection sprinkler heads that may be required by law.

(b) Table mounted equipment.

(1) Equipment that is placed on tables or counters, unless portable, shall be sealed to the table or counter or elevated on legs to provide at least a four-inch clearance between the table or counter and equipment and shall be installed to facilitate the cleaning of the equipment and adjacent areas.

- (2) Equipment is portable within the meaning of section 9-43(b)(1) if:
 - (a) It is small and light enough to be moved easily by one (1) person; and
 - (b) It has no utility connection, or has a utility connection that disconnects quickly, or has a flexible utility connection line of sufficient length to permit the equipment to be moved for easy cleaning.
- (c) Floor-mounted equipment. Floor mounted equipment, unless readily moveable, shall be:
 - (1) Sealed to the floor; or
 - (2) Installed on a raised platform of concrete or other smooth masonry in a way that meets all the requirements for sealing or floor clearance; or
 - (3) Elevated on legs to provide at least a six-inch clearance between the floor and equipment, except that vertically mounted floor mixers may be elevated to provide at least a four-inch clearance between the floor equipment if no part of the floor under the mixer is more than six (6) inches from cleaning access.
- (d) Equipment is easily movable if:
 - (1) It is mounted on wheels or casters; and
 - (2) It has no utility connection or has a utility connection that disconnects quickly, or has a flexible utility line of sufficient length to permit the equipment to be moved for easy cleaning.
 - (3) Unless sufficient space is provided for easy cleaning between and behind each unit of floor-mounted equipment, the space between it and adjoining equipment units, and between it and adjacent walls, shall be closed; or, if exposed to seepage, the equipment shall be sealed to the adjoining equipment or adjacent walls.
- (e) Aisles and working spaces. Aisles and working spaces between units of equipment and walls, shall be unobstructed and of sufficient width to permit employees to perform their duties readily without contamination of food or food-contact surfaces by clothing or personal contact. All easily movable storage equipment such as pallets, racks, and dollies shall be positioned to provide accessibility to working areas.

Secs. 9-44--9-50. Reserved.

**ARTICLE V. CLEANING, SANITATION, AND STORAGE
OF EQUIPMENT UTENSILS**

Sec. 9-51. Equipment and utensil cleaning and sanitization.

- (a) Cleaning frequency.
 - (1) Tableware shall be washed, rinsed, and sanitized after each use.
 - (2) The food contact surfaces of equipment shall be kept free of food debris and other oil accumulations. Equipment food contact surfaces and utensils shall be clean to sight and touch.
 - (3) Equipment food contact surfaces and utensils shall be cleaned and sanitized: before each use with a different type of raw animal food such as beef, fish, lamb, pork or poultry; each time there is a change from working with raw foods to working with ready-to-eat foods; between uses with raw fruits or vegetables and with potentially hazardous food; before using or storing a food temperature measuring device; and at any time during the operation when contamination may have occurred.
 - (4) The food contact surfaces of cooking and baking equipment, similar cooking devices and the cavities and door seals of microwave ovens shall be cleaned at least once a day (or at a frequency to preclude accumulation of soil residues). Except that this shall not apply to hot oil cooking equipment and oil filtering equipment.
 - (5) The food contact surfaces of all cooking equipment shall be kept free of encrusted grease deposits and other accumulated soil.
 - (6) The regulatory authority approves the cleaning schedule based on consideration of:
 - (a) Characteristics of equipment and its use;
 - (b) The type of food involved;
 - (c) The amount of food residue accumulation, the temperature at which the food is maintained during the operation, and the potential for rapid and progressive multiplication of pathogenic or toxigenic microorganisms that are capable of causing foodborne disease.
 - (7) Nonfood contact surfaces of equipment shall be cleaned as often as is necessary to keep the equipment free of accumulations of dust, dirt, food particles, and other debris.
- (b) Wiping cloths.
 - (1) Cloths used for wiping food spills on tableware, such as plates or bowls being served to the consumer, shall be clean, dry and used for no other purpose.
 - (2) Moist cloths for wiping used for wiping food spills on kitchenware and food-contact surfaces of equipment shall be clean and rinsed frequently in an approved sanitizing solution and used for no other purpose. These cloths shall be stored in the sanitizing solution between uses.

- (3) Moist cloths used for cleaning nonfood-contact surfaces of equipment such as counters, dining table tops and shelves shall be clean and rinsed as specified in (b)(2) of this paragraph, and used for no other purpose. These cloths shall be stored in the sanitizing solution between uses.
 - (4) Wet wiping cloths used with a freshly made sanitizing solution and dry wiping cloths shall be free of food debris and visible soil.
 - (5) Working containers of sanitizing solution for storage of in-use wiping cloths may be placed above the floor and used in a manner to prevent contamination of food, equipment, utensils, linens, single-service or single-use articles.
 - (6) Sponges may only be used for scraping and scouring soiled dishware.
- (c) Manual cleaning and sanitizing.
- (1) A three (3) compartment sink shall be used for washing, rinsing and sanitizing of utensils and equipment done manually. Existing establishments not having a three (3) compartment sink that can demonstrate an acceptable procedure for washing, rinsing and sanitizing utensils and equipment may be exempt from this requirement by the regulatory authority. Sinks shall be large enough to permit the complete immersion of the utensils and equipment and each compartment sink shall be supplied with hot and cold potable running water. Suitable equipment shall be made available if washing, rinsing and sanitizing cannot be accomplished by immersion. Two (2) compartment sinks are not acceptable.
 - (2) Drain boards or easily movable dish tables of adequate size shall be provided for proper handling of soiled utensils prior to washing and for cleaned utensils following sanitizing and shall be located so as not to interfere with the proper use of the dishwashing facilities.
 - (3) Equipment and utensils shall be preflushed or prescraped and, when necessary, presoaked to remove gross food particles and soil.
 - (4) Except for fixed equipment and utensils too large to be cleaned in sink compartments, manual washing, rinsing and sanitizing shall be conducted in the following sequence:
 - (a) Sinks shall be cleaned prior to use; and
 - (b) Equipment and utensils shall be thoroughly washed in the first compartment with a hot detergent solution that is kept clean; and
 - (c) Equipment and utensils shall be rinsed free of detergent and abrasives with clean water in the second compartment; and
 - (d) Equipment and utensils shall be sanitized in the third compartment according to one (1) of the methods included in sub-section (5) a-e of this section.
 - (5) The food-contact surfaces of all equipment and utensils shall be sanitized by:
 - (a) Immersion for at least thirty (30) seconds in clean, hot water at a temperature of at least

- one hundred seventy-one (171) degrees Fahrenheit (seventy-seven (77) degrees Celsius);
or;
- (b) Immersion for at least sixty (60) seconds in a clean solution containing at least fifty (50) mg/L of available chlorine as a hypochlorite and a temperature of at least seventy-five (75) degrees Fahrenheit (twenty-four (24) degrees Celsius); or
 - (c) Immersion for at least sixty (60) seconds in a clean solution containing at least twelve and one-half (12.5) mg/L of available iodine and have a pH not higher than five (5.0) and at a temperature of at least seventy-five (75) degrees Fahrenheit (twenty-four (24) degrees Celsius); or
 - (d) Immersion in a solution of quaternary ammonia shall have a minimum temperature of seventy-five (75) degrees Fahrenheit (twenty-four (24) degrees Celsius); have a concentration of two hundred (200) mg/L or as indicated by the manufacturer use directions included in the labeling and used in water with five hundred (500) mg/L hardness or less or in water having a hardness no greater than specified by the manufacturer label.
 - (e) If immersion in a clean solution containing any other solution of chlorine, quaternary ammonia or iodine is used, the permit holder shall demonstrate to the regulatory authority that the solution achieves sanitization.
 - (f) If a chemical sanitizer other than chlorine, iodine, quaternary ammonium compound is used, it shall meet the requirements as specified in 21 CFR §178.1010. Sanitizing solutions are approved by the regulatory authority and applied in accordance with the manufacturers use directions included in the labeling.
 - (g) Treatment with steam, free from harmful materials or additives in the case of equipment too large to sanitize by immersion, but in which steam can be confined; or
 - (h) Rinsing. Spraying or swabbing with a chemical sanitizing solution at least twice the strength required for that particular sanitizing solution under clauses (e-f) of this subsection, in the case of equipment too large to sanitize by immersion.
- (6) When hot water is used for sanitizing, the following facilities shall be provided and used:
- (a) An integral heating device or fixture installed in, on, or under the sanitizing compartment of the sink capable of maintaining the water at a temperature of one hundred seventy-one (171) degrees Fahrenheit (seventy-seven (77) degrees Celsius); and
 - (b) A numerically scaled indicating thermometer, accurate to +/- three (3) degrees Fahrenheit, convenient to the sink for frequent checks of water temperature; and

- (c) Dish baskets of such size and design to permit complete immersion of the tableware, kitchenware, and equipment in the hot water.
- (7) When chemicals are used for sanitization, a test kit or other device that accurately measures the milligrams per liter concentration of the solution shall be provided, available, and used.
- (d) Mechanical cleaning and sanitizing.
 - (1) Cleaning and sanitizing may be done by spray-type or immersion dishwashing machines or by any other type of machines or device if it is demonstrated that it thoroughly cleans and sanitizes equipment and utensils. These machines and devices shall be properly installed and maintained in good repair. Machines and devices shall be operated in accordance with manufacturers' instructions, and utensils and equipment placed in the machine shall be exposed to all dishwashing cycles. Automatic detergent dispensers, wetting agents, dispensers, and liquid sanitizer injectors, if any, shall be properly installed and maintained.
 - (2) The pressure of final rinse water supplied to spray-type dishwashing machines shall not be less than fifteen (15) nor more than twenty-five (25) pounds per square inch measured in the water line immediately adjacent to the final rinse control valve. A one-fourth-inch IPS valve shall be provided immediately upstream from the final rinse control valve to permit checking the flow pressure of the final rinse water.
 - (3) Machine or water line mounted numerically scaled indicating thermometers accurate to +/- three (3) degrees Fahrenheit, shall be provided to indicate the temperature of the water in each tank of the machine and the temperature of the final rinse water as it enters the manifold.
 - (4) Rinse water tanks shall be protected by baffles, curtains, or other effective means to minimize the entry of wash water into the rinse water. Conveyors in dishwashing machines shall be accurately timed to assure proper exposure times in wash and rinse cycles in accordance with manufacturers' specifications attached to the machines.
 - (5) Drain boards shall be provided and be of adequate size for the proper handling of soiled utensils prior to washing and of cleaned utensils following sanitization and shall be so located and constructed as not to interfere with the proper use of the dishwashing facilities. This does not preclude the use of easily moveable dish tables for the storage of soiled utensils or the use of easily moveable dish tables for the storage of clean utensils following sanitization.
 - (6) Equipment and utensils shall be flushed or scraped and, when necessary, soaked to remove gross food particles and soil prior to being washed in a dishwashing machine unless a prewash cycle is a part of dishwashing machine operation. Equipment and utensils shall be placed in racks, trays or baskets, or on conveyors, in a way that food contact surfaces are exposed to the unobstructed application of detergent wash and clean rinse waters and that permits free draining.

- (7) Machines (single-tank, stationary-rack, door-type machines and spray-type glass washers) using chemicals for sanitization may be used provided that:
- (a) The temperature of the wash water shall not be less than one hundred twenty (120) degrees Fahrenheit (forty-nine (49) degrees Celsius); and
 - (b) The wash water shall be kept clean; and
 - (c) Chemicals added for sanitization purposes shall be automatically dispensed; and
 - (d) Utensils and equipment shall be exposed to the final chemical sanitizing rinse in accordance with the manufacturers' specifications for time and concentration or an exposure time of at least seven (7) seconds for a chlorine solution of fifty (50) mg/L that has a pH of ten (10) or less and a temperature of at least one hundred (100) degrees Fahrenheit, thirty-eight (38) degrees Celsius or a pH of eight (8) or less and a temperature of at least seventy-five (75) degrees Fahrenheit, twenty-four (24) degrees Celsius. An exposure time of thirty (30) seconds is required for other chemical sanitizing solutions; and
 - (e) The chemical sanitizing rinse water temperature shall not be less than seventy-five (75) degrees Fahrenheit (twenty-four (24) degrees Celsius) nor less than the temperature specified by the machine's manufacturer; and
 - (f) Chemical sanitizers used shall be approved and a test kit or device that accurately measures the milligrams per liter concentration of the solution shall be available and used.
- (8) Machines using hot water for sanitizing may be used provided that wash water and pumped rinse water shall be kept clean and water shall be maintained not less than the temperatures stated below:
- (a) Single-tank, stationary-rack, dual-temperature machine:

Wash temperature	150°F (66°C)
Final rinse temperature	180°F (82°C)
 - (b) Single-tank, stationary-rack single-temperature machine:

Wash temperature	165°F (74°C)
Final rinse temperature	165°F (74°C)
 - (c) Single-tank, conveyor machine:

Wash temperature	160°F (71°C)
Final rinse temperature	180°F (82°C)
 - (d) Multi-tank, conveyor machine:

Wash temperature	150°F (66°C)
Pumped rinse temperature	160°F (71°C)
Final rinse temperature	180°F (82°C)

- (e) Single-tank, pot, pan, and utensil washer (either stationary or moving rack):
 - Wash temperature 140°F (60°C)
 - Final rinse temperature 180°F (82°C)

(9) All dishwashing machines shall be thoroughly cleaned once a day, or more often when necessary to maintain them in a satisfactory operating condition.

(10) A warewashing machine that is installed after adoption of these rules by the regulatory authority, shall be equipped to:

(a) Automatically dispense detergents and sanitizers; and

(b) Incorporate a visual means to verify that detergents and sanitizers are delivered or a visual or audible alarm to signal if the detergent and sanitizers are not delivered to the respective washing and sanitizing cycles.

(e) Drying. After sanitization, all equipment and utensils shall be air-dried. The use of towels is prohibited.

Sec. 9-52. Equipment and utensil storage.

(a) Handling. Cleaned and sanitized equipment and utensils shall be handled in a way that protects them from contamination. Spoons, knives, and forks shall be touched only by their handles. Cups, glasses, bowls, plates and similar items shall be handled without contact with inside surfaces or surfaces that contact the users' mouth.

(b) Storage.

(1) Cleaned and sanitized utensils and equipment shall be stored at least six (6) inches above the floor in a clean, dry location in a way that protects them from contamination by splash, dust, and other means. The food contact surfaces of fixed equipment shall also be protected from contamination. Equipment and utensils shall not be placed under exposed sewer lines or water lines, except for automatic fire protection sprinkler heads that may be required by law.

(2) Utensils shall be air dried before being stored or shall be stored in a self-draining position.

(3) Glasses and cups shall be stored inverted. Other stored utensils shall be covered or inverted, whenever practical. Facilities for the storage of knives, forks, and spoons shall be designed and used to present the handle to the employee or consumer. Unless tableware is prewrapped, holders for knives, forks, and spoons at self-service locations, shall protect these articles from contamination and present the handle of the utensil to the consumer.

(4) If presenting is practiced, all unprotected, unused, preset tableware shall be collected for washing and sanitizing after the meal period; and after any place at a table or counter is occupied.

(c) Single service articles.

(1) Single-service articles shall be stored at least six (6) inches above the floor in closed cartons or containers which protect them from contamination and shall not be placed under exposed sewer lines or water lines, except for automatic fire protection sprinkler heads that may be required by law.

(2) Single-service articles shall be handled and dispensed in a manner that prevents contamination of surfaces which may come in contact with food or with the mouth of the user.

(3) Single-service knives, forks, and spoons packaged in bulk shall be inserted into holders or be wrapped by an employee who has washed his hands immediately prior to sorting or wrapping the utensils. Unless single-service knives, forks, and spoons are prewrapped or prepackaged, holders shall be provided to protect these items from contamination, and present the handle of the utensil to the consumer.

(d) Prohibited storage area. The storage of food, equipment, utensils or single-service articles in toilet rooms or vestibules is prohibited.

Secs. 9-53--9-60. Reserved.

ARTICLE VI. - SANITARY FACILITIES AND CONTROLS

Sec. 9-61. Water supply.

(a) General. Enough potable water for the needs of the food establishment shall be provided from a source constructed and operated according to law.

(b) Transportation. All potable water not provided directly by pipe to the food establishment from the source shall be transported in a bulk water transport system and shall be delivered to a closed water system. Both of these systems shall be constructed and operated according to law.

(c) Bottled water. Bottled and packaged potable water shall be obtained from a source that complies with all laws and shall be handled and stored in a way that protects it from contamination. Bottled and packaged potable water shall be dispensed from the original container.

(d) Water under pressure. Water under pressure at the required temperatures shall be provided at all fixtures and equipment that use water.

(e) Hot water. Hot water generation and distribution systems shall be sufficient to meet peak hot water demands throughout the food establishment. Water under pressure at the required minimum temperature of one hundred (100) degrees Fahrenheit (forty-five (45) degrees Celsius) must be provided.

(f) Steam. Steam used in contact with food or food-contact surfaces shall be free from any harmful materials or additives.

Sec. 9-62. Sewage.

All sewage, including liquid waste, shall be disposed of by a public sewage system. Nonwater carried sewage disposal facilities are prohibited, except as permitted by Article IX, Section 9-92(i) of this chapter (relating to temporary food establishments) or as permitted by the regulatory authority as provided in chapter 21 of this code.

Sec. 9-63. Plumbing.

(a) General. Plumbing shall be sized, installed and maintained in accordance with the current plumbing code as adopted and enforced by the City of Plano Building Inspection Department. There shall be no cross-connection between the potable water supply and any nonpotable or questionable water supply nor any source of pollution through which the potable water supply might become contaminated.

(b) Non-potable water system. A non-potable water system is permitted only for purposes such as air conditioning and fire protection and only if the system is installed according to law and the nonpotable water does not contact, directly or indirectly, food, potable water, equipment, that contacts food, or utensils. The piping of any nonpotable water system shall be durably identified so that it is readily distinguishable from piping that carries potable water.

(c) Backflow.

(1) The potable water system shall be installed to preclude the possibility of backflow. A backflow or backsiphon prevention device installed on a water supply system shall meet American Society of Sanitary Engineering (ASSE) standards for construction, installation, maintenance, inspection and testing for that specific application and type of device.

(2) An air gap between the water supply inlet and the flood level rim of the plumbing fixture, equipment, or nonfood equipment shall be at least twice the diameter of the water supply inlet and may not be less than one (1) inch (twenty-five (25) millimeters). Air gaps shall comply with ASME 112.1.2.

(3) A backflow prevention device shall be located so that it may be serviced and maintained.

(4) A hose shall not be attached to a faucet unless a backflow prevention device is installed.

(d) Grease traps.

(1) Grease traps shall be sized, installed and maintained in accordance with Chapter 21 of this Code of Ordinances.

(2) Grease traps shall be required and located to be easily accessible for cleaning.

(3) Shall be located outside the food preparation area unless otherwise approved by the regulatory authority.

(4) If located inside the food preparation area, the lid must be flush to the floor.

(e) Garbage grinders. If used, garbage grinders shall be installed and maintained according to law.

(f) Drains. Except for properly trapped open sinks, there shall be no direct connection between the sewage system and any drains originating from equipment in which food, portable equipment, or utensils are placed. Floor drains must be properly covered with drain grates. When a dishwashing machine is located within five (5) feet of a trapped floor drain, the dishwasher waste outlet may be connected as in section 9-63(c) to a properly vented floor drained trap if permitted by the International Plumbing Code.

Sec. 9-64. Toilet facilities.

(a) Toilet installation. Toilet facilities shall be installed in the number required by the International Plumbing Code, shall be conveniently located, and shall be accessible to employees at all times. At least one (1) restroom is required for employee use. When four (4) or more employees of different sex are employed, two (2) restrooms are required. A minimum of two (2) restrooms are required and must be accessible to the public in establishments that offer on-site consumption.

(b) Toilet design. Toilets and urinals shall be designed to be easily cleanable.

(c) Toilet rooms. Toilet rooms shall be completely enclosed and shall have tight-fitting, self-closing, solid doors, which shall be closed except during cleaning or maintenance.

(d) Toilet fixtures. Toilet fixtures shall be kept clean and in good repair. A supply of toilet tissue shall be provided at each toilet at all times. Easily cleanable receptacles shall be provided for waste materials. Toilet rooms shall have at least one (1) covered waste receptacle.

Sec. 9-65. Lavatory facilities.

(a) Lavatory installation. Lavatories shall be at least the number required by law, shall be installed according to law, and shall be located to permit convenient use by all employees in food preparation areas and utensil-washing areas. Lavatories shall be accessible to employees at all times. Sinks used for food preparation or for washing equipment or utensils shall not be used for handwashing.

(b) Handsinks. A separate sink assigned for handwashing provided with hot and cold running water tempered through a mixing valve shall be located to be accessible to each food preparation and utensil washing area. As a general rule, a handsink shall be located within twenty-five (25) linear feet of food preparation and utensil washing areas so it is convenient for employees to wash hands. Floor pedals, knee pedals, electronic eye and metered faucets are allowable. A liquid soap dispenser and individual sanitary hand towels are required. Blow dryers are not allowed in food preparation areas.

(c) Lavatory faucets. Each lavatory shall be provided with hot and cold water tempered by means of a mixing valve or combination faucet. Any self-closing, slow-closing, or metered faucet used shall be designed to provide a flow of water for at least fifteen (15) seconds without the need to reactivate the faucet. Steam-mixing valves are prohibited.

(d) Lavatory supplies. A supply of hand-cleansing soap or detergent shall be available at each lavatory. A supply of sanitary towels or a hand-drying device providing heated air shall be conveniently located near each lavatory. Common towels are prohibited. If disposable towels are used, easily cleanable waste receptacles shall be conveniently located near the handwashing facilities.

(e) Lavatory maintenance. Lavatories, soap dispensers, hand-drying devices and all related fixtures shall be kept clean and in good repair.

Sec. 9-66. Garbage and refuse.

(a) Containers.

(1) Garbage and refuse shall be kept in durable, easily cleanable, insect-proof, and rodent-proof containers that do not leak and do not absorb liquids. Plastic bags and wet strength paper bags may be used to line these containers, and they may be used for storage inside the food establishment.

(2) Containers used in food preparation and utensil-washing areas shall be kept covered except when actually in use.

(3) Containers stored outside the establishment, and dumpsters, compactors and compactor systems shall be easily cleanable, shall be provided with tight-fitting lids, doors or covers, and shall be kept covered when not in actual use. In containers designed with drains, drain plugs shall be in place at all times, except during cleaning.

(4) There shall be a sufficient number of containers to hold all the garbage and refuse that accumulate. The regulatory authority may require additional service, dumpsters or larger dumpsters to accommodate the garbage and refuse that accumulates at the food establishment.

(5) Soiled containers shall be cleaned at a frequency to prevent insect and rodent attraction. Each container shall be thoroughly cleaned on the inside and outside in a way that does not contaminate food, equipment, utensils, or food preparation areas.

(6) Suitable facilities, including hot water and detergent or steam shall be provided and used for washing containers. Liquid waste from compacting or cleaning operations shall be disposed of as sewage. Power washing and contracted cleaning services shall be performed according to applicable law.

(b) Storage.

(1) Garbage and refuse on the premises shall be stored in a manner to make it inaccessible to insects and rodents. Outside storage of unprotected plastic bags or wet-strength paper bags or baled units containing garbage or refuse is prohibited.

(2) Cardboard or other packaging materials that does not contain food residues and that is awaiting regularly scheduled delivery to a recycling or disposal site may be stored outside in a covered receptacle if it is stored so that it does not create a rodent harborage problem.

- (3) Garbage or refuse storage rooms, if used, shall be constructed of easily cleanable, nonabsorbent, washable materials, shall be kept clean, shall be insect-proof and rodent-proof and shall be large enough to store the garbage and refuse containers that accumulate.
 - (4) Outside storage areas or enclosures shall be large enough to store the garbage and refuse containers that accumulate and shall be kept clean. Garbage and refuse containers, dumpsters, and compactor systems located outside shall be stored on or above a smooth surface of nonabsorbent material, such as concrete or machine-laid asphalt, that is kept clean and maintained in good repair.
- (c) Disposal.
- (1) Garbage and refuse shall be disposed of often enough to prevent the development of odor and the attraction of insects and rodents.
 - (2) Where garbage or refuse is burned on the premises, it shall be done by controlled incineration that prevents the escape of particulate matter in accordance with law. Areas around incineration facilities shall be kept clean and orderly.

Sec. 9-67. Insect and rodent control.

(a) General. Effective measures intended to prevent the presence of rodents, flies, cockroaches and other insects on the premises shall be utilized as determined by the regulatory authority. The premises shall be kept in such condition as to prevent the harborage or feeding of insects or rodents.

(b) Insect control devices that are used to electrocute or stun flying insects shall be designed to retain the insect within the device. Insect control devices shall be installed so that the devices are not located over food preparation area; and dead insects and insect fragments are prevented from being impelled onto or falling on exposed food; clean equipment, utensils, and linens; and unwrapped single-service and single-use articles.

(c) Preventive application for insect and rodent control shall be performed by a certified pest control operator.

(d) Opening to the outside shall be effectively protected against the entrance of rodents. Outside openings shall be protected against the entrance of insects by tight-fitting, self-closing doors, closed windows, screening, controlled air currents, or other means. Screen doors shall be self-closing, and screens for windows, doors, skylights, transoms, intake and exhaust air ducts, and other openings to the outside shall be tight-fitting and free of breaks. Screening material shall not be less than sixteen (16) mesh to the inch.

Secs. 9-68--9-70. Reserved.

ARTICLE VII. - CONSTRUCTION AND MAINTENANCE OF PHYSICAL FACILITIES

Sec. 9-71. Floors.

(a) Floor construction. Floors and floor coverings of all food preparation, food service, food storage, and utensil-washing areas, and the floors of all walk-in refrigerating units, dressing rooms, locker rooms, toilet rooms and vestibules shall be constructed of smooth durable material such as stainless steel, terrazzo, ceramic or quarry tile, or the equivalent as approved by the regulatory authority and shall be maintained in good repair. Sealed concrete and VCT (vinyl composite tile) are not acceptable as a floor surface for areas mentioned above.

(b) Durable grades of sheet vinyl may be used in dry storage areas. Sealed concrete may be used in walk-in freezer units maintaining a temperature of zero (0) degrees Fahrenheit or below. Nothing in this rule shall prohibit the use of anti-slip floor covering in areas where necessary for safety reasons.

(c) Floor carpeting. A floor covering such as carpeting or similar material may not be installed as a floor covering in food preparation areas, walk-in refrigerators, warewashing areas, toilet room areas where handwashing lavatories, toilets, and urinals are located, refuse storage rooms, or other areas where the floor is subject to grease, moisture, flushing, or spray cleaning methods. If carpeting is installed as a floor covering in areas other than those specified above, it shall be: securely attached to the floor with a durable mastic, by using a stretch and tack method, or by another method; and install tightly against the wall under the coving or installed away from the wall with a space between the carpet and the wall and the edges of the carpet secured by metal stripping or some other means.

(d) Prohibited floor covering. The use of cardboard, sawdust, wood shavings, peanut hulls, or similar materials as a floor covering is prohibited.

(e) Floor drains. Proper installed, trapped floor drains shall be provided in floors that are water flushed for cleaning or that receive discharges of water or other fluid waste from equipment, or in areas where pressure spray methods for cleaning equipment are used. Properly trapped floor drains are required in all restrooms. Such floor drains shall be constructed of stainless steel, terrazzo, ceramic or quarry tile or similar material and shall be graded to drain.

(f) Mats and duckboards. Mats and duckboards shall be of nonabsorbent, grease resistant materials and of such size, design, and construction as to facilitate their being easily cleaned. Duckboards shall not be used as storage racks.

(g) Floor junctures. In all new or extensively remodeled establishments utilizing stainless steel, terrazzo, ceramic or quarry tile or similar materials, and where water flush cleaning methods are used, the junctures between walls and floors shall be of the same material.

(h) Utility line installation. Exposed utility service lines and pipes shall be installed in a way that does not obstruct or prevent cleaning of the floor. In all new or extensively remodeled establishments, installation of exposed horizontal utility lines or pipes on the floor is prohibited.

Sec. 9-72. Walls and ceilings.

(a) Maintenance. Walls and ceilings, including doors, windows, skylights, and similar closures, shall be clean and maintained in good repair.

(b) Construction. The walls, including nonsupporting partitions, wall coverings, and ceilings of walk-in refrigerating units, food preparation areas, dry storage areas, food storage areas, equipment-washing and utensil washing areas, toilet rooms and vestibules shall be light colored, smooth, nonabsorbent, and easily cleanable such as FRP (fiberglass reinforced paneling), stainless steel ceramic, quarry or terrazzo tile or equivalent approved by the regulatory authority.

(c) Exposed construction. Studs, joists, and rafters shall not be exposed in those areas listed in subsection (b) of this section. If exposed in other rooms or areas, they shall be finished to provide an easily cleanable surface.

(d) Utility line installation. Exposed utility service lines and pipes shall be installed in a way that does not obstruct or prevent cleaning of the walls and ceilings. Utility service lines and pipes shall not be unnecessarily exposed on walls or ceilings in those areas listed in subsection (b) of section 9-72 of this rule.

(e) Attachments. Light fixtures, vent covers, wall-mounted fans, decorative materials, and similar equipment attached to the walls and ceilings shall be easily cleanable and shall be maintained in good repair.

(f) Covering material installation. Wall and ceiling materials shall be attached and sealed so as to be easily cleanable.

Sec. 9-73. Cleaning physical facilities.

(a) General. Floors, mats, duckboards, walls, ceilings, and attached equipment and decorative materials shall be kept clean. Cleanings of floors and walls, except emergency cleaning of floors, shall be done during periods when least amount of food is exposed, such as after closing or between meals. Only dustless methods of cleaning floors and walls shall be used, such as vacuum cleaning, wet cleaning, or the use of dust arresting sweep compounds with brooms.

(b) Utility facility. In new or extensively remodeled establishments at least one (1) utility sink or curbed cleaning facility with a floor drain shall be installed and used for the cleaning of mops or similar wet floor cleaning tools and for the disposal of mop water or similar liquid wastes. The use of lavatories, utensil-washing or equipment-washing or food preparation sinks for this purpose is prohibited.

Sec. 9-74. Lighting.

(a) General. At least fifty (50) foot candles of light shall be provided to all working surfaces and at least thirty (30) foot candles of light shall be provided to all other surfaces and equipment in food preparation, utensil-washing, and handwashing areas, and in toilet rooms. At least twenty (20) foot-candles of light at a distance of thirty (30) inches from the floor shall be provided in all other areas,

except that this requirement applies to dining areas only during cleaning operations.

- (b) All light fixtures must be maintained clean, operational, and in good repair.
- (c) Protective shielding.
 - (1) Shielding to protect against broken glass falling onto food shall be provided and maintained in good repair for all artificial lighting fixtures located over, by, or within food storage, food preparation, food service, and food display facilities, and facilities where utensils and equipment are cleaned and stored.
 - (2) Infra-red or other heat lamps shall be protected against breakage by a shield surrounding and extending beyond the bulb, leaving only the face of the bulb exposed. Teflon coated safety bulbs are allowed.

Sec. 9-75. Ventilation.

(a) General. All rooms shall have sufficient ventilation to keep them free of excessive heat, steam, condensation, vapors, obnoxious odors, smoke and fumes. Ventilation systems shall be installed and operated according to law, kept clean, maintained in good repair, vented to the outside, and shall not create an unsightly, harmful or unlawful discharge.

- (b) Special ventilation.
 - (1) Intake and exhaust air-ducts shall be maintained to prevent the entrance of dust, dirt, and other contaminating materials.
 - (2) In new or extensively remodeled establishments, all rooms from which obnoxious odors, vapors, or fumes originate shall be mechanically vented to the outside.
 - (3) Ventilation hoods are required for any cooking, grilling, baking, and frying areas or as required by the latest edition of the International Mechanical Code.

Sec. 9-76. Dressing rooms and locker room areas.

(a) Dressing rooms and areas. If employees routinely change clothes within the establishment, rooms or areas shall be designated and used for that purpose. These designated rooms or areas shall not be used for food preparation, storage or service, or for utensil washing or storage.

(b) Locker area. Enough lockers or other suitable facilities shall be provided and used for the orderly storage of employee clothing and other belongings. Lockers or other suitable facilities may be located only in the designated dressing rooms or in food storage rooms or areas containing only completely packaged food or packaged single-service articles.

(c) Personal items. Personal items shall not be stored in food storage, food preparation or food service areas.

Sec. 9-77. Poisonous or toxic materials.

(a) Materials permitted. Only those poisonous or toxic materials necessary for the maintenance of the establishment, cleaning or sanitizing of equipment and utensils, and the control of insects and rodents shall be present in food establishment.

(b) Labeling of materials. Containers of poisonous or toxic materials shall be prominently and distinctly labeled according to law for easy identification of contents.

(c) Storage of materials.

(1) Poisonous or toxic materials consist of the following three (3) categories:

(a) Insecticides and rodenticides;

(b) Detergents, sanitizers, and related cleaning or drying agents;

(c) Caustics, acids, polishes, and other chemicals.

(2) Each of these categories shall be stored and located to be physically separated from each other. All poisonous or toxic materials shall be stored in cabinets or in similar physically separated compartments or facilities used for no other purpose. To preclude potential contamination, poisonous or toxic materials shall not be stored above food, food equipment, utensils, or single-service articles, except that this requirement does not prohibit the convenient availability of detergent or sanitizers at utensil or dishwashing stations.

(d) Use of materials.

(1) Bactericides, cleaning compounds or other compounds intended for use on food contact surfaces, shall not be used in a way that leaves a toxic residue on such surfaces, nor in a way that constitutes a hazard to employees or other persons.

(2) Poisonous or toxic material shall not be used in a way that contaminates food, equipment, or utensils, nor in a way that constitutes a hazard to employees or other persons, nor in a way other than in full compliance with the manufacturer's labeling.

(e) Personal medications.

(1) Only those medications that are necessary for the health of employees shall be allowed in the food establishment. This section does not apply to medicines that are stored or displayed for retail sale.

(2) Medicines that are in a food establishment for the employee's use shall be labeled and located to prevent the contamination of food, equipment, utensils, linens, and single-service and single-use articles.

- (3) Refrigerated medicines, storage. Medicines belonging to employees or to children in a day care center that require refrigeration and are stored in a food refrigerator shall be stored in a package or container and kept inside a covered, leak proof container that is identified for the storage of medicines; and located so that they are inaccessible to children.

(f) First aid supplies. First aid supplies shall be stored in a way that prevents them from contaminating food and food-contact surfaces.

Sec. 9-78. Premises.

(a) General.

- (1) Food establishments and all parts of the property used in connection with operations of the establishment shall be kept free of litter.
- (2) The walking and driving surfaces of all exterior areas of food establishments shall be surfaced with concrete or asphalt or with gravel or similar materials and minimize dust. These surfaces shall be graded to prevent pooling and kept free of litter.
- (3) Only articles necessary for the operation and maintenance of the food establishment shall be stored on the premises.
- (4) The traffic of unnecessary or unauthorized persons through the food preparation and utensil-washing areas is prohibited.
- (5) Signs depicting the Heimlich maneuver for dislodging an obstruction from a choking person shall be in all food establishments and shall be in a place conspicuous to employees or customers. The sign must meet all requirements of TFER §229.173(c)(1-6).

(b) Living areas. Living or sleeping quarters within a food establishment is prohibited.

(c) Laundry facilities.

- (1) Laundry facilities in a food establishment shall be restricted to the washing and drying of linens, cloths, uniforms and aprons necessary to the operation. If such items are laundered on the premises, an electric, gas, or steam dryer shall be provided and used.
- (2) Separate rooms shall be provided for laundry facilities except that such operations may be conducted in storage rooms containing only packaged foods or packaged single-service articles.

(d) Linens and clothes storage.

- (1) Clean clothes and linens shall be stored in a clean place and protected from contamination until used.

(2) Soiled clothes and linens shall be stored outside the food preparation area in nonabsorbent containers or washable laundry bags until removed for laundering.

(e) Cleaning equipment storage. Maintenance and cleaning tools such as brooms, mops, vacuum cleaners and similar equipment shall be maintained and stored in a way that does not contaminate food, utensils, equipment, or linens and shall be stored in an orderly manner to facilitate the cleaning of that storage location.

(f) Animals.

(1) Except as specified in subparagraph (2) of this paragraph, live animals may not be allowed on the premises of a food establishment and in areas immediately adjacent under the control of the food establishment.

(2) Live animals may be allowed in the following situations if the contamination of food, clean equipment, utensils, linens, and unwrapped single-service and single-use articles cannot result:

(a) Edible fish or decorative fish in aquariums, shellfish or crustacea on ice or under refrigeration, and shellfish and crustacea in display tank systems. Livefish tanks are subject to removal by regulatory authority if not maintained in clean sanitizing condition.

(b) Patrol dogs accompanying police or security officers in offices and dining, sales, and storage areas, and sentry dogs running loose in outside fenced areas;

(c) In areas that are not used for food preparation and that are usually open for customers, such as dining and sales areas, service animals that are controlled by the disabled employee or person, or service animals in training when accompanied by an approved trainer, if a health or safety hazard will not result from the presence or activities of the service animal;

(3) Pets are allowed in the common dining areas of institutional care facilities if:

(a) Effective partitioning and self-closing doors separate the common dining areas from food storage or food preparation areas;

(b) Condiments, equipment, and utensils are stored in enclosed cabinets or removed from the common dining areas when pets are present; and

(c) Dining areas including tables, countertops, and similar surfaces are effectively cleaned before the next meal service.

Secs. 9-79--9-80. Reserved.

ARTICLE VIII. - MOBILE FOOD ESTABLISHMENTS

Sec. 9-81. Mobile food service.

(a) General. Mobile food establishments shall comply with the requirements of this chapter, except as otherwise provided in section 9-81(b). The regulatory authority may impose additional requirements to protect against health hazards related to the conduct of the food establishment as a mobile operation, may prohibit the sale of some or all potentially hazardous foods/time and temperature control for safety (PHF/TCS), and when no health hazard will result, may waive or modify requirements of this chapter relating to physical facilities, except those requirements in section 9-81(d-e), section 9-82(a) and section 9-83(a-b) of this article.

- (1) The regulatory authority may require a mobile food establishment operator to demonstrate that the unit is "readily moveable". The regulatory authority may prohibit alteration, removal, attachments, placement or change in, under, or upon the mobile food establishment that would prevent or otherwise reduce ready mobility. A regulatory authority may require a mobile food establishment to come, on an annual basis, to a location designated by the regulatory authority as proof that the mobile food establishment is readily moveable. A regulatory authority may require that mobile food establishments that violate this section go for re-inspection to a location designated by the regulatory authority.
- (2) The mobile food establishment shall operate in a manner that does not violate any existing laws.

(b) Restricted operations. Mobile food establishments that serve only food that is prepared, packaged in individual servings, transported and stored under conditions meeting the requirements of those sections, or beverages that are not potentially hazardous and are dispensed from covered urns or other protected equipment, need not comply with requirements of this chapter pertaining to the necessity of water and sewage systems nor to those requirements pertaining to the cleaning and sanitization of equipment and utensils if the required equipment for cleaning and sanitization exists at its commissary.

- (1) Pushcarts shall be limited to pre-packaged ice cream or pre-packaged non-potentially hazardous food as approved by the regulatory authority.
- (2) Food prepared in a private home may not be used or offered for human consumption from a mobile unit. Food must comply with all labeling laws.
- (3) Food temperatures. All food temperature requirements shall be met as contained in this chapter.

(c) Single service articles. Mobile food establishments shall provide only single-service articles for use by the consumer.

(d) Mobile water system materials, design, and operation. A mobile food establishment requiring a water system shall have a potable water system under pressure. The system shall be of sufficient capacity to furnish enough hot and cold water for food preparation, utensil cleaning and sanitizing and

handwashing, in accordance with the requirements of this chapter. The water inlet shall be located in such a position that it will not be contaminated by waste discharge, road dust, oil or grease, and it shall be kept capped when not being filled. The water inlet shall be provided with a transition connection of a size or type that will prevent its use for any other service. All water distribution pipes or tubing shall be constructed and installed in accordance with the requirements of this chapter.

(e) Waste retention. If liquid waste results from operation of a mobile food unit, the waste shall be stored in a permanently installed retention tank that is at least fifteen (15) percent larger capacity than the water supply tank. Liquid waste shall not be discharged from the retention tank when the mobile food unit is in motion. All liquid waste shall be disposed of in compliance with all existing laws to include chapter 21 of this code. All connections on the vehicle for servicing mobile food unit waste disposal facilities shall be of different size and type than those used for supplying potable water to the mobile food unit. The waste connection shall be located lower than the water inlet connection to preclude contamination of the potable water system.

- (1) Mobile food establishment water and wastewater exemption. A mobile food vendor that sells only prepackaged food is exempt from these rules pertaining to water and wastewater.
- (2) Vehicle identification. Mobile food units shall identify the vehicle with characters three (3) inches high on both exterior sides of the unit stating the name of the company.
- (3) Registration. Mobile food units must comply with all state and local laws pertaining to registration of the vehicle.
- (f) Existing refrigeration equipment. Existing refrigeration equipment must maintain food at the required temperatures as specified in this chapter.

Sec. 9-82. Commissary; base of operations.

(a) Mobile food establishments shall operate from a commissary (or other fixed food establishment) and shall report at least daily to such location for all supplies and for all cleaning and servicing operations. A current and notarized letter identifying the mobile food establishment, the commissary (or other fixed food establishment), and confirming that the mobile food establishment is operating from that commissary is required at the time of permit application and at each renewal of the permit.

(b) The commissary or other fixed food establishment used as a base of operation for mobile food units shall be constructed and operated in compliance with the requirements of this chapter or by the approval of the regulatory authority.

(c) The mobile food establishment shall maintain a log documenting the date and time of each supply, cleaning, or servicing operation at the commissary or other fixed food establishment. The log shall be kept in the mobile food establishment, shall be signed by a responsible person, and shall be made available to the regulatory authority upon request.

Sec. 9-83. Servicing area and operations.

- (a) Servicing area.
 - (1) A mobile food unit servicing area shall be provided and shall include at least overhead protection for any supplying, cleaning or servicing operation. Within this servicing area, there shall be a location provided for the flushing and drainage of liquid wastes separate from the location provided for water servicing and for the loading and unloading of food and related supplies. This servicing area will not be required where only packaged food is placed on the mobile food unit or where mobile food units do not contain waste retention tanks.
 - (2) The surface of the servicing area shall be constructed of a smooth nonabsorbent material, such as concrete or machine-laid asphalt, and shall be maintained in good repair, kept clean, and be graded to drain.
 - (3) The construction of the walls and ceilings of the servicing area is exempt from the provisions of Article VII, section 9-72 of this chapter (relating to construction and maintenance of physical facilities).
- (b) Servicing operations.
 - (1) Potable water servicing equipment shall be installed according to law and shall be stored and handled in a way that protects the water and equipment from contamination.
 - (2) The mobile food unit liquid waste retention tank, where used, shall be thoroughly flushed and drained during the servicing operation. All liquid waste shall be discharged to a sanitary sewage disposal system in accordance with Article VI of this chapter (relating to sanitary facilities and controls).

Sec. 9-84. Catering services.

(a) A person shall not engage in a catering service unless the service is affiliated with a food establishment operating from a fixed facility that is permitted by the regulatory authority.

(b) A catering service shall comply with the requirements of this chapter as the regulatory authority determines is necessary to protect public health and safety.

Secs. 9-85--9-90. Reserved.

ARTICLE IX. - TEMPORARY FOOD SERVICE

Sec. 9-91. General.

(a) A temporary or seasonal food establishment shall comply with the requirements of this chapter except as otherwise provided in this rule. The regulatory authority may impose additional requirements to protect against health hazards related to the conduct of the temporary food establishment, may prohibit the sale of some or all potentially hazardous foods/time and temperature

control for safety (PHF/TCS), and when no health hazard will result, may waive or modify requirements of this chapter.

- (1) The operation of a temporary food establishment may not exceed fourteen (14) consecutive days per event and must be in conjunction with a special event or celebration as approved by the regulatory authority. A limit of eight (8) temporary permits per calendar year per vendor, group or organization will be enforced. Vendors with multiple booths at a single event will be recorded as participating in one (1) event towards the eight (8) maximum allowed per calendar year.
- (2) The operation of a seasonal food establishment is greater than fourteen (14) days but less than forty-five (45) consecutive days per event per vendor. Seasonal permits are limited to three (3) per calendar year per vendor per location. Fees for all permits are included in a separate fees ordinance as approved by Council.

(b) If the temporary food establishment is outdoors, every food preparation and serving area must have a fire resistant overhead covering that protects the interior of the facility from the weather. Floors must be constructed of concrete, asphalt, tight wood or other similar easily cleanable material, and kept in good repair.

(c) All food shall be prepared in a permitted food establishment or on the premises. No food or beverage stored or prepared in a private home may be offered for sale, sold or given away from a temporary or seasonal food facility.

(d) All food and beverages shall be protected at all times from unnecessary handling and shall be stored, displayed and served so as to be protected from contamination.

(e) The regulatory authority may establish additional structural or operational requirements as necessary to ensure that food is of safe and sanitary quality.

Sec. 9-92. Restricted operations.

(a) These provisions are applicable whenever a temporary food establishment is permitted, under the provisions of section 9-91 of this article, to operate without complying with all the requirements of this rule.

(b) Potentially hazardous foods/time and temperature control for safety (PHF/TCS). Temporary Permits Only.

- (1) Only those PHF/TCS requiring limited preparation, such as hamburgers and frankfurters that only require seasoning and cooking, shall be prepared or served unless otherwise approved by the regulatory authority. PHF/TCS will be limited to three (3) types per food booth. PHF/TCS include meats, eggs, dairy products, rice, beans, potatoes, chili, etc. The preparation or service of other PHF/TCS, including pastries filled with cream or synthetic cream, custards, and similar products, is prohibited. This prohibition does not apply, however, to any PHF/TCS that has been prepared or packaged under conditions meeting the requirements of this chapter, is obtained in individual servings, is stored at a temperature of forty (40) degrees Fahrenheit (five (5) degrees Celsius) or below, or at a temperature of one hundred forty (140) degrees

Fahrenheit (sixty (60) degrees Celsius) or above, in facilities that meet the requirements of this chapter, prepared the same day as the special event and is served directly in the unopened container in which it was packaged.

- (2) Raw seafood and poultry are only allowed under two (2) conditions:
 - (a) Product must be pre-cut, and frozen, to go from the freezer to the fryer or;
 - (b) The product must be pre-cooked.
- (3) PHF/TCS allowed to be cooked on-site from a raw state are those which are fast cooking such as:
 - (a) Pre-formed hamburger patties;
 - (b) Beef/chicken fajitas;
 - (c) Pre-cooked sausage and hot dogs;
- (4) Outdoor grilling during temporary events must adhere to requirements in Chapter 8 of this Code of Ordinances, policies and procedures as outlined in the "Temporary Events Procedures" document and is subject to permitting by the regulatory authority in accordance with § 9-114 of this Chapter. Outdoor grilling for personal or residential use is allowed and outside the scope of this regulation.
- (5) Food temperatures. All food temperature requirements shall be met as contained in this chapter.

(c) Seasonal permits. Seasonal permittees may serve non-PHF/TCS products including but are not limited to snowcones, packaged chips, candy, pickles and canned or bottled drinks.

(d) Ice. Ice that is consumed or that contacts food shall have been made under conditions meeting the requirements of TFER §229.164(c)(6). The ice shall be obtained only in chipped, crushed, or cubed form and in a single-use safe plastic or wet-strength paper bags filled and sealed at the point of manufacture. The ice shall be held in these bags until it is dispensed in a way that protects it from contamination.

(e) Equipment.

- (1) Equipment shall be located and installed in a way that prevents food contamination and that also facilitates cleaning the establishment.
- (2) Food-contact surfaces of equipment shall be protected from contamination by consumers and other contaminating agents. Where helpful to prevent contamination, effective shields for such equipment shall be provided.

(f) Single-service articles. All temporary food establishments shall provide only single-service articles for use by the consumer.

(g) Water. Enough potable water shall be available in the establishment for food preparation, for cleaning and sanitizing utensils and equipment and for handwashing. A heating facility located on the premises and capable of producing enough hot water for these purposes shall be provided.

(h) Wet storage. The storage of packaged food in contact with water or undrained ice is prohibited. Wrapped sandwiches shall not be stored in direct contact with ice.

(i) Waste. All sewage, including liquid waste, shall be disposed of according to law. All refuse shall be disposed of in a manner approved by the regulatory authority.

(j) Handwashing. A convenient handwashing facility shall be available for employee handwashing. This facility shall consist of an insulated container with a spigot that can be turned on to allow potable, clean, warm water to flow for handwashing; a wastewater container; soap; disposable towels; and waste receptacle.

(k) Floors. Floors shall be constructed of concrete, asphalt, tight wood or other similar cleanable material, and kept in good repair.

(l) Walls and ceiling of food preparation areas.

(1) Ceilings shall be made of wood, canvas, or other materials that protect the interior of the establishment from the weather. Walls and ceilings of food preparation areas shall be constructed in a way that prevents the entrance of insects and rodents. Doors of food preparation areas shall be solid or screened and shall be self-closing. Screening material used for walls, doors or windows shall be at least sixteen (16) mesh to one (1) inch (16 mesh to 25.4 millimeters); or other effective means.

Secs. 9-93, 9-94. Reserved.

ARTICLE X. - BED AND BREAKFAST FOOD ESTABLISHMENTS

Sec. 9-95. Requirements.

(a) General. Bed and breakfast food establishments shall comply with the minimum requirements of this section.

(b) Food supplies. Food shall be obtained from approved sources, shall be in sound condition, and be safe for human consumption.

(c) Food preparation and protection.

(1) Food shall be prepared and protected in accordance with these rules.

(2) All food temperature and date marking requirements shall be met in accordance with these rules.

(d) Cleaning and sanitizing.

(1) Manual. A three-compartment sink shall be used if washing, rinsing and sanitizing of utensils and equipment is done manually; or a two-compartment sink may be utilized if single service tableware is provided, and if an approved detergent sanitizer is used.

(2) Mechanical. Cleaning and sanitizing may be done by spray-type or immersion dishwashing machines or by any other type of machine or device if it is demonstrated that it thoroughly cleans and sanitizes equipment and utensils either by chemical or mechanical sanitization.

(e) Personal hygiene. Employees shall conform to good hygienic practices as required in these rules.

(f) Employee restrooms. A restroom shall be available for use by employees.

(g) Equipment and utensil design and construction. All equipment and utensils shall be constructed of safe materials and maintained in good repair.

(h) Handsinks.

(1) Location. An accessible and conveniently located handsink shall be provided in or immediately adjacent to food preparation areas.

(2) Intended use. Handsink(s) shall be used for no other purpose other than handwashing.

(i) Food contact surfaces. All food contact surfaces, counters, or work surfaces in the establishment shall be smooth, non-absorbent and easily cleanable.

(j) Insect proof/rodent proof.

(1) Food service preparation and storage areas shall be constructed and maintained to prevent the entry of pests and other vermin.

(2) Pesticides and rodenticides shall be applied according to law.

(k) Equipment shall be provided to maintain potentially hazardous food/time and temperature control for safety (PHF/TCS) at the temperatures required by these rules.

(l) Garbage receptacles. Impervious receptacles shall be provided for storage of garbage and refuse.

(m) Sewage. Sewage shall be disposed through an approved facility that is:

(1) A public sewage treatment plant; or

(2) An individual sewage disposal system that is sized, constructed, maintained, and operated according to law.

(n) Water supply. Hot and cold water under pressure shall be provided and shall be from an approved source.

Secs. 9-96--9-100. Reserved.

Article XI. FARMERS' MARKET & VENDORS

Sec. 9-101. General.

(a) All farmers' markets and every farmers' market vendor shall comply with the requirements of this chapter, unless otherwise restricted by applicable state or federal law, or otherwise provided for in this Article.

Sec. 9-102. Responsibility, assignment.

(a) The farmers' market permit holder shall be the person in charge or shall designate a person in charge and shall ensure that a person in charge is present at the farmers' market during all hours of operation. The person in charge shall have proof of successfully passing a Texas Department of State Health Services recognized Certified Food Managers Course.

(b) Farmers' market vendors that offer, sell, sample or distribute potentially hazardous foods/time and temperature control for safety (PHF/TCS), shall have a person in charge that can show proof of successfully passing a Texas Department of State Health Services (TDSHS) recognized Certified Food Handler Course. Food vendors that offer, sell, or distribute only prepackaged, non – PHF/TCS food items and plants, nuts in the shell and whole, raw fruits and vegetables that are intended for hulling, peeling or washing by the consumer before consumption are exempt from the certified food handler requirement.

(c) The person in charge of the farmers' market shall maintain a list of all farmers' market vendors. The list shall be maintained for at least ninety (90) calendar days from the date of the end of the market. This list shall include, at a minimum:

- (1) The name, address, and phone number of the vendor;
- (2) The date(s) the vendor operated at the farmers' market;
- (3) A list of the food items offered by vendor for each date operated at the farmers' market;
- (4) A copy of any applicable permits held by the vendor; and

- (5) The address or location of each food item's origin, including information on where the food items were grown, cultivated or otherwise obtained by the vendor.

Sec. 9-103. Food.

(a) Preventing contamination:

- (1) Food display. Except for plants, nuts in the shell and whole, raw fruits and vegetables that are intended for hulling, peeling or washing by the consumer before consumption, food on display shall be protected from contamination by use of packaging; counter, service line, or sneeze guards that comply with National Sanitation Foundation (NSF) or equivalent standards; completely enclosed display cases accessible only to farmers' market vendor staff; or by other means approved by the regulatory authority.

(b) Approved Source. Only food from an approved source as defined in the Texas Food Establishment Rules (TFER) may be offered at a farmers' market. Food prepared in a private residence, (including but not limited to home-canned or home-packaged items or food from a cottage food production operation) or from an unlicensed food manufacturer or wholesaler are not from an approved source and may not be used or offered in a farmers' market.

(c) Prohibited items. Fish, foraged foods, game animals, gleaned foods, and non-pasteurized dairy items are prohibited at a farmers' market.

(d) Temperature Requirements. Food temperatures must be in compliance with this Article. Equipment used to hold foods shall maintain required temperatures for the duration of the farmers' market, including preparation.

- (1) Meats and poultry shall be maintained at or below 0° Fahrenheit for the duration of the market, including transportation to the market.
- (2) Eggs, and refrigerated dairy items shall be maintained at or below 40° Fahrenheit for the duration of the market, including transportation to the market.

(e) Sampling: Sampling is allowed only where permitted by the regulatory authority in compliance with the following standards:

- (1) Non-PHF/TCS shall be offered to the consumer in individual servings and shall not be offered on a self-service basis. Samples shall be prepared in advance in a permitted facility. If the facility is located outside the City of Plano a copy of the most recent inspection for the facility must be provided. Portioning food on-site is prohibited. Portions shall be completely covered

or enclosed until given to the consumer.

- (2) Only single-service articles may be given to the consumer for use.
- (3) Foods prepared on-site such as soups, dips, relish, condiments and sauces shall be maintained at or below 40 degrees Fahrenheit or at or above 140 degrees Fahrenheit.
- (4) At least one thermometer accurate to +/- 2 degrees Fahrenheit shall be on-site for each piece of equipment used to hold proper temperatures.
- (5) A hand wash sink compliant with Sec. 9-104 of this Article is required for any farmer's market vendor conducting sampling.
- (f) Animals, prohibition.
 - (1) Except as specified in subparagraph (2), or as otherwise allowed by law live animals and pets are not allowed on the premises of a farmers' market.
 - (2) Live animals may be allowed if a health or safety hazard will not result from the presence or activities of the animals in the following situations:
 - (a) Patrol dogs accompanying police or security officers; or,
 - (b) Personal assistance/service animals that are conspicuously and properly identified and under direct physical control of the owner.
 - (3) Animals may not be vended, sold, offered for adoption or given away at a farmers' market.

Sec. 9-104. Equipment, utensils and facilities.

- (a) Functionality of equipment.
 - (1) Except for a municipally-owned farmers' markets, equipment used to keep foods subject to this Article frozen or refrigerated shall comply with TFER and be able to maintain required temperatures for the duration of operations.
 - (2) Tables used within the vending area shall be made of non-porous material and be easily cleanable.

(3) Utensils used for sampling shall be made of non-porous material and shall be disposable unless approved by the regulatory authority.

(b) Equipment, numbers and capacities.

(1) Where required, at least one (1) hand wash sink or facility complying with §9-92(j) shall be located within twenty-five (25) linear feet of each vendor approved to conduct sampling operations.

(2) Where a hand wash sink is required, it shall be capable of maintaining hot water, have a potable tanked water source and have a waste tank at least sixty-six percent (66%) greater than the potable source water tank. A portable hand sink may be used if it satisfies the listed requirements.

(3) A hand wash sink is not required for facilities with only pre-packaged products and plants, nuts in the shell and whole, raw fruits and vegetables that are intended for hulling, peeling or washing by the consumer before consumption.

(4) Trash receptacles shall be available to each farmers' market vendor, and shall be non-porous and insect and rodent resistant. Trash shall be disposed of offsite as needed to prevent pests, but in no event will trash disposal be less frequent than once per day.

(c) Physical facilities

(1) Floor Construction. Floors and floor coverings of all vending areas shall be located on a concrete or asphalt surface providing adequate drainage.

(2) Vending areas shall be covered, free of pests and capable of providing shelter for vendors and customers.

(3) Consumer Advisory Notice. Each farmers' market vendor offering any PHF/TCS item for sale shall post an advisory at the vending site stating: "Consuming raw or undercooked meats, poultry, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions."

(d) Plans Review. Each person desiring to operate a farmers' market shall submit the following to the regulatory authority at least five (5) working days prior to the proposed start date of the farmers' market:

(1) A farmers' market permit application;

(2) A floor plan or diagram of the farmers' market location and layout, including the area reserved for vendors;

- (3) An equipment list;
- (4) A list of food items proposed to be offered or vended;
- (5) Proof of food origin, copy of manufacturer's license, copy of storage license or a description of approved source where food items will be obtained;
- (6) A copy of approved food label(s); and
- (7) A description of each method used to disposing of solid and liquid waste.

Secs. 9-105--9-107. Reserved.

ARTICLE XII. - INSPECTION AND ENFORCEMENT

Sec. 9-108. Authority.

(a) The provisions of this chapter shall be enforced by the director of health and his/her representatives. The director of health and his/her representatives have the authority to issue citations to persons violating the provisions of this chapter. It shall be unlawful for any person to interfere with a health specialist, director of health or designee in the performance of his/her duties as prescribed in this chapter.

(b) Additional Requirements. In accordance with section 229.171(b) of the Texas Food Establishment Rules, the regulatory authority may impose additional specific requirements, if necessary to protect against public health hazards or nuisances. Should such additional specific requirements be imposed, the regulatory authority shall document the conditions that necessitate the imposition of the additional requirements and the underlying public health rationale supporting the regulatory authority's decision to impose the additional specific requirements.

(c) Variance or Waiver. In accordance with section 229.171(c) of the Texas Food Establishment Rules, upon finding that no health hazard or nuisance would result, the regulatory authority may grant a variance by modifying or waiving the requirements of this section. Documentation supporting any waiver or variance will be maintained as required by the Texas Food Establishment Rules.

(d) Appeal. A decision of the regulatory authority made under this section is subject to the appeal procedures of section 9-115 of this Chapter.

Sec. 9-109. Access.

In accordance with section 229.171 (h)(i)(2) of the Texas Food Establishment Rules, agents of the regulatory authority, after proper identification, shall be granted access to enter any permitted food establishment at any reasonable time, for the purpose of making inspections to determine compliance with this chapter. If any person denies access sought under this section, the regulatory authority may seek a warrant or take other actions authorized by the Texas Food Establishment Rules.

Sec. 9-110. Report of inspections.

(a) Whenever an inspection is made of a food establishment, the findings shall be recorded on the inspection report form provided by the regulatory authority. The original of the inspection report form shall be furnished to the owner or person-in-charge at the completion of the inspection and constitutes a written notice. The inspection report form shall summarize the requirements of this chapter. The completed form is a public document that shall be made available for public disclosure to any person who requests it according to law.

(b) Additional requirements, preventing health hazards, provision for conditions not addressed.

(1) If necessary to protect against public health hazards or nuisances, the regulatory authority may impose specific requirements in addition to the requirements contained in these rules that are authorized by law.

(2) The regulatory authority shall document the conditions that necessitate the imposition of additional requirements and the underlying public health rationale. The documentation shall be provided to the permit applicant or permit holder and a copy shall be maintained in the regulatory authority's file for the food establishment.

Sec. 9-111. Correction of violations.

The inspection report form shall specify a reasonable period of time for the correction of the violations found, and correction of the violations shall be accomplished within the period specified, in accordance with the following provisions:

(1) A food establishment shall immediately discontinue operations and notify the regulatory authority if an imminent health hazard may exist because of an emergency such as a fire, flood, extended interruption of electrical or water service, sewage backup, misuse of poisonous or toxic materials, onset of an apparent foodborne illness outbreak, gross insanitary occurrence or condition, or other circumstance that may endanger public health.

(2) All violation of critical items shall be corrected within a time specified by the regulatory authority, but in any event, not to exceed ten (10) days.

(3) All non-critical items shall be corrected as soon as possible, but in any event, by the time of the next routine inspection, but not to exceed ninety (90) days.

(4) When the establishment receives a failing score; the establishment shall cease operations immediately. The establishment shall remain closed until re-opened by the regulatory authority.

(5) In the case of temporary food establishments, all violations shall be corrected immediately.

Sec. 9-112. Examination and condemnation of food.

(a) The regulatory authority may examine and collect samples of food as often as necessary for the enforcement of this chapter.

(b) The regulatory authority shall, upon written notice to the owner or person-in-charge specifying the reason, condemn, denature or destroy or place under detention any food, which it has probable cause to believe, is unapproved, adulterated or misbranded. Under a hold order, food shall be permitted to be suitably stored. It shall be unlawful for any person to remove or alter a hold order, notice or tag placed on food by the regulatory authority, and neither food nor the containers shall be relabeled, repacked, reprocessed, altered, disposed of or destroyed without the permission of the regulatory authority.

(c) After the owner or person-in-charge has been afforded an appeal as provided for in section 9-115 of this article and on the basis of evidence produced at such hearing, or on the basis of examination in the event a written request is not received within ten (10) days the regulatory authority may cancel the hold order or may oversee the disposal of the food placed under the hold order or direct the owner or person-in-charge to bring it into compliance with the provisions of this chapter.

Sec. 9-113. Procedure when infection is suspected.

(a) Based on the findings of an investigation related to a food employee who is suspected of being infected or diseased, the regulatory authority may issue an order to the suspected food employee or permit holder to institute one or more of the following control measures:

- (1) The immediate exclusion of the food employee from all food establishments;
- (2) The immediate closing of the food establishment by summarily suspending a permit to operate in accordance with law;
- (3) Restriction of the food employee's services to some area of the establishment where there would be no danger of transmitting disease.

Any order issued under this section shall contain the information required by section 229.171(o)(3) of the Texas Food Establishment Rules, and shall be subject to the appeal procedure set forth therein.

(b) Exclusions and restrictions. The person in charge shall:

- (1) Exclude a food employee from a food establishment if the food employee is diagnosed with an infectious agent such as: *Salmonella typhi*, *Shigella* spp., shiga toxin-producing *Escherichia coli*, Norovirus, or Hepatitis A virus.
- (2) Restrict a food employee from working with exposed food; clean equipment, utensils and linens; and unwrapped single-service and single-use articles, in a food establishment if the food employee is suffering from a symptom of diarrhea, fever, vomiting, jaundice, sore throat with fever, not experiencing a symptom of acute gastroenteritis specified but has a stool that yields a specimen culture that is positive for Norovirus, *Salmonella typhi*, *Shigella* spp., or shiga toxin-producing *Escherichia coli*; or has a lesion containing pus such as a boil or infected wound that is open or draining and is not covered with an impermeable cover.
- (3) If the population served is a highly susceptible population, exclusion of food employees must adhere to all laws in accordance with TFER §229.163(d)(2)(D)(i-iii) and FDA Food Code 2-201.12(c).

- (4) For a food employee who is jaundiced:
 - (a) If the onset of jaundice occurred within the last seven (7) calendar days, exclude the food employee from the food establishment or
 - (b) If the onset of jaundice occurred more than seven (7) calendar days before, food employees must be excluded from food establishments serving highly susceptible populations or restrict food employees activities specified under (b)(2) of this section if the food employee does not serve highly susceptible populations.

Sec. 9-114. Permit.

(a) Required; transferability. It shall be unlawful for any person to operate a food establishment, mobile food establishment, farmers' market, or food-processing plant within the City of Plano, who does not possess a valid permit issued by the regulatory authority. Only a person who complies with the requirements of this chapter shall be entitled to receive and retain such a permit. Permits shall not be transferable from a person to another person or location. A valid permit shall be posted in public view at every establishment. Permits for temporary establishments shall be issued for a period of time not to exceed fourteen (14) calendar days. Seasonal permits may be issued for a period not to exceed forty-five (45) calendar days. Farmers' market permits shall be valid for a period of one (1) year from issuance.

(b) Review of plans. A review of plans shall be conducted by the regulatory authority when any of the following events occur: (1) a food establishment, mobile food establishment, farmers' market, or food processing plant is constructed or remodeled to the extent a building permit is required; (2) an existing structure or vehicle is converted to use as a food service operation; or (3) there has been a change in ownership of a food establishment, mobile food establishment, farmers' market, or food processing plant. Properly prepared plans and specifications for such construction, remodeling, or conversion shall be submitted to the regulatory authority for review and approval before construction, remodeling, or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans and construction materials of work areas, and the type, model, and capacity, if available, of proposed fixed equipment and facilities. The regulatory authority shall approve the plans and specifications if they meet the requirements of this ordinance. No food establishment, mobile food establishment, farmers' market, or food processing plant shall be constructed, extensively remodeled, or converted except in accordance with plans and specifications approved by the regulatory authority. A preoperational inspection will be conducted in each food establishment, mobile food establishment, farmers' market, or food processing plant prior to the start of operations to determine compliance with approved plans and with the requirements of this chapter.

(c) Application. Any person desiring to operate a food establishment, mobile food establishment, farmers' market or food processing plant shall make written application and pay the appropriate fee for a permit provided by the regulatory authority. Such application shall include the applicant's full name, business address and whether such applicant is an individual or a business entity, the type of business entity, and if a partnership, the name and address of each partner; the location and type of the proposed establishment; a menu of each food item that the applicant proposes to serve, and the signature of the applicant or applicants.

(1) Temporary permits.

- (a) Temporary permit fees shall be reviewed, set, and adopted by action of the City Council.
- (b) Application and fees must be submitted at least five (5) working days prior to the event, or fourteen (14) working days prior to the event if five (5) or more booths are permitted for the same event. Applications received after these deadlines will be subject to an additional administrative fee.
- (c) Events where vendors have more than one (1) booth will be charged an initial fee for the first booth and subsequent fees for each additional booth. Participation in events by vendors with multiple booths will count as only one (1) permit towards the annual limit of eight (8) temporary permits for the same vendor.
- (d) Fees are non-refundable and applications will not be accepted after 4:00 p.m. on Thursday immediately preceding the event.
- (e) Establishments with a valid City of Plano health permit must apply for a temporary permit when participating in an event. An administrative fee will apply.
- (f) A permit waiver may be obtained if proof of charitable, non-profitable status, i.e. church, school district, charity, government agency, etc. is submitted with application; however, a processing fee will be charged.
- (g) Out of town vendors must submit a copy of the current local permit and a copy of the most recent health inspection report conducted by their local regulatory authority.
- (h) Food manufacturers must submit a copy of the state manufacturer' license with their application.

(2) Seasonal permits.

- (a) Seasonal permit fees shall be reviewed, set, and adopted by action of the City Council.
- (b) Seasonal permit applications and fees must be submitted at least five (5) working days prior to the start date. Applications submitted less than five (5) working days prior to the start date will be subject to an administrative fee.
- (c) Applications will not be accepted after 4:00 p.m. on Thursday immediately preceding the event.
- (d) Vendors with seasonal permits may not operate at the same location for more than forty-five (45) days during the same calendar year.

- (3) Annual permits.
 - (a) Fees. Food establishment annual permit fees shall be reviewed, set, and adopted by action of the City Council.
 - (b) Inspection; issuance of permit. Upon receipt of such an application, the regulatory authority shall make an inspection of the establishment to determine compliance with the provisions of the article. When inspection reveals that the applicable requirements of this article have been met, a permit shall be issued to the applicant by the regulatory authority.
- (4) Farmers' Market permits.
 - (a) Fees. Farmers' Market permit fees shall be reviewed, set, and adopted by action of the City Council.
 - (b) Inspection; issuance of permit. Upon receipt of such an application, the regulatory authority shall make an inspection of the establishment to determine compliance with the provisions of the article. When inspection reveals that the applicable requirements of this article have been met, a permit shall be issued to the applicant by the regulatory authority.
- (5) Suspension of permits.
 - (a) Emergency Suspension. If the regulatory authority finds a condition constituting an imminent health hazard as defined in Section 9-2(42), or that a public health nuisance (as that term is defined in section 341.011 of the Texas Health and Safety Code) that is an immediate and substantial hazard to the public health exists in the operation of an establishment permitted under this section, he or she may issue a summary suspension without prior warning, notice or hearing, if the notice:
 - (1) states the reasons for the suspension;
 - (2) states the evidence that the permit holder shall provide in order to demonstrate that the reasons for suspension have been eliminated;
 - (3) states that the permit holder may request an appeal hearing by submitting a timely request to the regulatory authority, and;
 - (4) provides the name and the address of the regulatory authority representative to whom a request for appeal hearing may be made.
 - (b) General Suspension. If the regulatory authority finds a condition constituting a public health nuisance (as that term is defined in section 341.011 of the Texas Health and Safety Code), but not constituting an immediate and substantial hazard to the public health exists in the operation of an establishment permitted under this section, he or she may issue a

written notice ordering abatement of the nuisance to any person responsible for the nuisance. Whenever a permit holder or operator has failed to comply with any notice issued under the provisions of this division, the permit holder or operator shall be notified in writing that the permit is, upon receipt of the suspension notice, immediately suspended, and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the regulatory authority by the permit holder within five (5) business days.

- (c) The issuance of a suspension shall be a remedy in addition to, and not in lieu of, any penalty authorized under subsection (8) of this section, and shall not limit any other rights of the regulatory authority to pursue other actions or remedies to address any violation of the provisions of this article.
- (6) Reinstatement of suspended permits. Any person whose permit has been suspended may, not more than sixty (60) days after the date of suspension, make application for a reinspection for the purpose of reinstating the permit. Within ten (10) business days following receipt of a written request, including a statement signed by the applicant that in his opinion the condition causing the suspension of the permit has been corrected, the regulatory authority shall make a reinspection. If the applicant is complying with the requirements of this article, the permit shall be reinstated.
- (7) Revocation. If a permit holder has been issued more than three (3) violation notices or citations pertaining to any of the requirements of this article during a twelve (12) month period, a permit may be permanently revoked after an opportunity for a hearing has been provided by the regulatory authority. Prior to such action, the regulatory authority shall notify the permit holder in writing, stating the reasons that the permit should be permanently revoked. The permit shall be revoked at the end of five (5) business days following service of this notice, unless a request for a hearing is filed with the regulatory authority, by the permit holder within such five-day period.
- (8) Penalty. Any violation of the provisions or terms of this ordinance by any person 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.

Sec. 9-115. Appeal.

Appeal of Decision. An appeal may be made from the decision of the regulatory authority under Section 9-108, Section 9-112, or Section 9-114 of this Chapter, or from an appeal made to the regulatory authority under Section 9-113 of this Chapter. An appeal must be made in writing to the City Manager no later than five (5) business days after notice of the complained-of action or decision has been received by the appellant. The appeal shall: (1) set forth the decision of the regulatory authority complained of; (2) contain any documents and argument on this issue for the City Manager to consider; and (3) if applicable, discuss any emergency or exigent circumstances that appellant believes are material to when the hearing should be set. A hearing shall be scheduled at a time and place designated by the City Manager no later than five (5) business days after receiving an appeal that conforms with the requirements of this section, and the City Manager's written decision shall be furnished to the appellant

no later than five (5) business days after the date of the hearing.

Section II. 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 III. It is the intention of the City Council that this Ordinance, and every provision thereof, 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 IV. The repeal of any Ordinance or part of Ordinances affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any Ordinances at the time of passage of this Ordinance.

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

Section VI. This Ordinance shall become effective from and after its passage and publication as required by law.

DULY PASSED AND APPROVED this the 18th day of December, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, 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:		12/18/12		
Department:		ENVIRONMENTAL HEALTH		
Department Head		BRIAN COLLINS		
Agenda Coordinator (include phone #): Doris Callaway, Ext. 7494				
CAPTION				
An Ordinance of the City of Plano, Texas, amending Ordinance No. 2012-11-24, entitled "Health Categories and Fees", to amend Section I "Definitions"; providing a repealer clause, a severability clause, and 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: 2012-13	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: The impact of the ordinance changes are unknown at this time and will depend on Farmers Market permit applications.				
STRATEGIC PLAN GOAL: Updates to the Health Categories and Fees Ordinance relate to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.				
SUMMARY OF ITEM				
The definitions of "farmers' market," and "farmers' market vendor," will be amended to conform with proposed changes to those definitions in Chapter 9, Food Code. The definitions will ensure uniformity across different parts of the City of Plano Code of Ordinances.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, amending Ordinance No. 2012-11-24, entitled “Health Categories and Fees”, to amend Section I “Definitions”; providing a repealer clause, a severability clause, and an effective date.

WHEREAS, on November 26, 2012, the City Council of the City of Plano duly passed Ordinance No. 2012-11-24 which adopted revised permit and inspection fees for health department services; and

WHEREAS, staff recommends that the Animal Services and Health fee definitions be amended to maintain consistency with proposed revisions to Code of Ordinance Chapter 9; and

WHEREAS, the City Council, based upon staff recommendations and review and consideration of these matters, has determined that it is in the best interest of the City of Plano, Texas, to amend the definitions hereinafter set forth, and that they are proper and should be approved and adopted.

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

Section I. Section I “Definitions” is hereby amended to read as follows:

“Definitions.

Farmers’ Market means an area at which two (2) or more farmers’ market vendors offer produce or agricultural products for retail sale.

Farmers’ Market Vendor means any person who offers or sells produce or agricultural products at a farmers’ market.

Section II. 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 III. It is the intention of the City Council that this Ordinance, and every provision thereof, 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 IV. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 18th day of December, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY