



## CITY COUNCIL

**1520 K Avenue, Plano, Texas 75074**  
**Senator Florence Shapiro Council Chambers**

**DATE: October 8, 2018**

**TIME: 7:00 PM**

**CALL TO ORDER**

**INVOCATION: Father Stephen Ingram - Prince of Peace Catholic Community**

**PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Tiger Scouts of Pack 200 - Christ United Methodist Church**

OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.

**The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.**

### **OATHS OF OFFICE**

#### **Animal Shelter Advisory Committee**

Jamey Cantrell  
Tammy Chow-Hayes  
Meryl Evans  
Cindy Gordon

#### **Board of Adjustment**

Pat Morgan  
Jim Norton  
John Peskuski  
Phillip Pierceall  
Janet Stovall

#### **Building Standards Commission**

Earl Dedman  
Mark Allen Lewis  
Joe Milkes  
Lawrence Shan  
Dawn Wolverton

**Civil Service Commission**

NiCole Williams

**Community Relations Commission**

Ronald Johnson

Kimberly O'Neil

Donna Straker

**Cultural Affairs Commission**

Christene Downs

Courtney Hitt

Tara Munjee

Liane Tsai

**Heritage Commission**

Brian Bedingfield

Brock Karahan

Kendal Reed

**Library Advisory Board**

Shari Childers

Misty Jackson-Miller

Fred Karr

Diane Pizarro

**Parks and Recreation Planning Board**

Gail Marks

Donna Parrish

Cynthia Rushin

Drew Wight

**Photographic Traffic Signal Advisory Committee**

Kay Carter

Angela Powell

**Planning and Zoning Commission**

John Muns

Susan Plonka

Arthur Stone

**Plano Housing Authority**

Fred Bemenderfer

Jeanine Boehl

**Retirement Security Plan Committee**

Myra Conklin

Robert Gehbauer

Gregory Rushin



**Senior Advisory Board**

Sonja Baumgarten  
Todd Felker  
Sneh Goyal  
Mona Kafeel  
William Kaiser

**COMMENTS OF PUBLIC INTEREST**

**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.**

**CONSENT AGENDA**

**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.**

**Approval of Minutes**

- (a) September 24, 2018 **Approved**

**Approval of Expenditures**

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

- (b) RFB No. 2018-0399-C for a one (1) year contract with three (3) City optional one-year renewals for Traffic Signal Head Assemblies for Inventory Control & Asset Disposal to Peek Traffic Corporation in an estimated annual amount of \$47,800; General Traffic Equipment Corp. in an estimated annual amount of \$6,320; and to Traffic Parts, Inc. in an estimated annual amount of \$2,320 for a total estimated annual amount of \$56,440; and authorizing the City Manager to execute all necessary documents. **Approved**

**Approval of Expenditure**

- (c) To approve an expenditure for Hoblitzelle Park East Erosion Analysis and Master Plan, Project No. 7023, in the amount of \$141,048 from Freese and Nichols, Inc. for Parks and Recreation; and authorizing the City Manager to execute all necessary documents. **Approved**
- (d) To ratify an expenditure in the amount of \$106,377 for the repair of the Police Gun Range Bullet Trap by Action Target; and authorizing the City Manager to execute all necessary documents. **Approved**

**Approval of Contract / Agreement**

- (e) To approve an Interlocal Agreement by and between the City of Plano, Texas, and all Participating Entities for emergency animal control services in accordance with Chapter 791 of the Interlocal Cooperation Act; and authorizing the City Manager to execute all necessary documents. **Approved**
- (f) To approve the new terms and conditions of an Interlocal Cooperation Agreement by and between the Cities of Plano and Allen to operate a Joint Radio Communications System; authorizing its execution by the City Manager; and providing an effective date. **Approved**

**Adoption of Resolutions**

- (g) **Resolution No. 2018-10-1(R):** To authorize the sale of a Temporary Construction Easement for a water transmission pipeline along Shiloh Road to the North Texas Municipal Water District; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date. **Adopted**

**Adoption of Ordinances**

- (h) **Ordinance No. 2018-10-2:** To repeal Ordinance Nos. 2008-7-10 and 2008-11-15 codified as Article VIII, Waste Hauling of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano and replacing it with a new Article VIII, Liquid Waste Management; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause and an effective date. **Adopted**
- (i) **Ordinance No. 2018-10-3:** To approve the carrying-forward of certain fiscal year 2017-18 funds to fiscal year 2018-19; and providing an effective date. **Adopted**
- (j) **Ordinance No. 2018-10-4:** To amend certain sections of Ordinance No. 2017-10-5 codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to increase the fee schedules for water and sewer services effective November 1, 2018, and providing a repealer clause, a severability clause, a savings clause, and an effective date. **Adopted**

**ITEMS FOR INDIVIDUAL CONSIDERATION:**

**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.**

**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.**

- (1) **Public Hearing and adoption of Ordinance No. 2018-10-5** as requested in Zoning Case 2018-002 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 93.5 acres of land located at the southeast corner of State Highway 121 and the Dallas North Tollway in the City of Plano, Collin County, Texas, from Central Business-1 with Specific Use Permits No. 647 and No. 648 for Vehicle Leasing and Renting to Planned Development-42-Central Business-1 with Specific Use Permits No. 647 and No. 648 for Vehicle Leasing and Renting to modify development standards; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Granite Properties **Conducted and Adopted**
- (2) **Public Hearing and adoption of Ordinance No. 2018-10-6** as requested in Zoning Case 2018-009 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 77 for Private Club on 0.2 acre of land located 118 feet north of Towne Square Drive and 575 feet east of Preston Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-20-Mixed-Use; 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: ASG Preston Creek Retail Center, LTD. **Conducted and Adopted**
- (3) **Public Hearing and adoption of Ordinance No. 2018-10-7** as requested in Zoning Case 2018-017 to waive the 300-foot distance separation from arcade use to the residential zoning district, to reduce the separation requirement from the public school to 300 feet, and to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 81 for the use of Arcade on 0.1 acre of land located 579 feet north of 15th Street and 522 feet west of Independence Parkway, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: MDT Prairie Creek, LTD. **Conducted and Adopted**
- (4) Public Hearing and consideration of the City of Plano Parks, Recreation, Trails & Open Space Master Plan, Park Master Plan Map, and Bicycle Transportation Map. **Conducted and Approved with amendment.**

- (5) Public Hearing and consideration of an Ordinance as requested in Comprehensive Plan Amendment 2018-001 to amend the Future Land Use Map, Growth and Change Map, Park Master Plan Map, and Bicycle Transportation Map of the Comprehensive Plan, originally adopted by Ordinance No. 2015-10-9, related to the 2018 update of the Park Master Plan, and to amend the Growth and Change Map of the Comprehensive Plan, originally adopted by Ordinance No. 2015-10-9, to reflect development that has already occurred within the City of Plano, Texas; and providing an effective date. **Conducted and Approved with amendment. (Ordinance to be considered at a future meeting.)**

Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/8/2018

Department: City Secretary

Department Head:

Agenda Coordinator:

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### CAPTION

#### **Animal Shelter Advisory Committee**

Jamey Cantrell  
Tammy Chow-Hayes  
Meryl Evans  
Cindy Gordon

#### **Board of Adjustment**

Pat Morgan  
Jim Norton  
John Peskuski  
Phillip Pierceall  
Janet Stovall

#### **Building Standards Commission**

Earl Dedman  
Mark Allen Lewis  
Joe Milkes  
Lawrence Shan  
Dawn Wolverton

#### **Civil Service Commission**

NiCole Williams

#### **Community Relations Commission**

Ronald Johnson  
Kimberly O'Neil  
Donna Straker

#### **Cultural Affairs Commission**

Christene Downs  
Courtney Hitt  
Tara Munjee  
Liane Tsai

**Heritage Commission**

Brian Bedingfield  
Brock Karahan  
Kendal Reed

**Library Advisory Board**

Shari Childers  
Misty Jackson-Miller  
Fred Karr  
Diane Pizarro

**Parks and Recreation Planning Board**

Gail Marks  
Donna Parrish  
Cynthia Rushin  
Drew Wight

**Photographic Traffic Signal Advisory Committee**

Kay Carter  
Angela Powell

**Planning and Zoning Commission**

John Muns  
Susan Plonka  
Arthur Stone

**Plano Housing Authority**

Fred Bemenderfer  
Jeanine Boehl

**Retirement Security Plan Committee**

Myra Conklin  
Robert Gehbauer  
Gregory Rushin

**Senior Advisory Board**

Sonja Baumgarten  
Todd Felker  
Sneh Goyal  
Mona Kafeel  
William Kaiser

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**FINANCIAL SUMMARY**

**FUND(S):**

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**COMMENTS:**

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## **SUMMARY OF ITEM**

**Strategic Plan Goal:**

**Plano Tomorrow Plan Pillar:**

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## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/8/2018

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator:

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### CAPTION

September 24, 2018 **Approved**

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### FINANCIAL SUMMARY

Not Applicable

### FUND(S):

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### COMMENTS:

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### SUMMARY OF ITEM

#### Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

#### Plano Tomorrow Plan Pillar:

Regionalism

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### ATTACHMENTS:

Description	Upload Date	Type
September 24, 2018 Work Session	10/1/2018	Minutes
September 24, 2018 Regular Meeting	10/1/2018	Minutes



**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
September 24, 2018**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Ron Kelley, Mayor Pro Tem  
Angela Miner, Deputy Mayor Pro Tem  
Anthony Ricciardelli  
Rick Grady  
Kayci Prince  
Tom Harrison – arrived at 5:01 p.m.  
Rick Smith

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Jim Parrish, Deputy City Manager  
Jack Carr, Deputy City Manager  
Brandi Youngkin, Assistant City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, September 24, 2018, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; to discuss Real Estate, Section 551.072; and to discuss Personnel Matters, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:00 p.m. in the Senator Florence Shapiro Council Chambers. Council Member Harrison was away from the dais.

- **Consideration and action resulting from Executive Session discussion - Appointments:**
  - a) **Board of Adjustment**

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member Ricciardelli, the Council voted 7-0 to reappoint Robert Miller as Chair.
  - b) **Building Standards Commission**

Upon a motion made by Council Member Grady and seconded by Council Member Prince, the Council voted 7-0 to reappoint Joe Milkes as Chair.

**c) Heritage Commission**

Upon a motion made by Mayor Pro Tem Kelley and seconded by Council Member Prince, the Council voted 7-0 to appoint Brock Karahan and Kendal Reed as members and reappoint Harold Sickler as Chair.

**d) Planning and Zoning Commission**

Upon a motion made by Mayor Pro Tem Kelley and seconded by Deputy Mayor Pro Tem Miner, the Council voted 7-0 to appoint Arthur Stone as a member and reappoint John Muns as Chair.

• **Personnel Appointments**

**a) Animal Shelter Advisory Committee**

Upon a motion made by Council Member Smith and seconded by Council Member Prince, the Council voted 7-0 to appoint Cynthia Gordon as Animal Welfare Organization Member and reappoint Sunny Ruth as Chair.

**b) Community Relations Commission**

Upon a motion made by Council Member Prince and seconded by Council Member Grady, the Council voted 7-0 to reappoint Judy Drotman as Chair.

**c) Cultural Affairs Commission**

Upon a motion made by Council Member Grady and seconded by Mayor Pro Tem Kelley, the Council voted 7-0 to appoint Tara Munjee as full member, Liane Tsai as interim member and reappoint Tom Venner as Chair.

Council Member Harrison returned the dais at 6:04 p.m.

**d) Library Advisory Board**

Upon a motion made by Council Member Ricciardelli and seconded by Council Member Grady, the Council voted 8-0 to appoint Shari Childers, Fred Karr, and Diane Pizarro as members and reappoint Steven Lavine as Chair.

**e) Parks and Recreation Planning Board**

Upon a motion made by Council Member Smith and seconded by Council Member Harrison, the Council voted 8-0 to appoint Donna Parrish as a member and Doug Shockey as Chair.

**f) Photographic Traffic Signal Advisory Committee**

The appointments were deferred to a future meeting.

**g) Retirement Security Plan Committee**

The Council voted 8-0 to confirm the reappointment Myra Conklin as Chair, as recommended by City Manager Glasscock.

**h) Senior Advisory Board**

Upon a motion made by Council Member Ricciardelli and seconded by Council Member Prince, the Council voted 8-0 to appoint Todd Felker and William Kaiser as members and reappoint Paul Gerber as chair.

- **DART Report**
- **Liquid Waste Ordinance Presentation**
- **Memorial Park Brick Pavers Presentation**
- **Park Master Plan Update and Related Comprehensive Plan Map Revisions**
- **Consent and Regular Agendas**
- **Council items for discussion/action on future agendas**

With no further discussion, the Preliminary Open Meeting was adjourned at 7:03 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST:

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
REGULAR SESSION  
September 24, 2018**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Ron Kelley, Mayor Pro Tem  
Angela Miner, Deputy Mayor Pro Tem  
Anthony Ricciardelli  
Rick Grady  
Kayci Prince  
Tom Harrison  
Rick Smith

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Jim Parrish, Deputy City Manager  
Jack Carr, Deputy City Manager  
Brandi Youngkin, Assistant City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, September 24, 2018 at 7:03 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

**Invocation and Pledge**

Dwaraka Iyengar, President of Sri Vedantha Sabha USA led the invocation and Boys and Girls Clubs of Collin County - Plano led the Pledge of Allegiance and Texas Pledge.

**Proclamations and Special Recognitions**

Proclamation: Arbor Day in Plano is Saturday, October 6, 2018.

Proclamation: October 6, 2018 is Plano Families First Fall Fair Day.

Mayor LaRosiliere accepted a donation for the Peanut Butter Drive from the Young Men's Service League.

**Comments of Public Interest**

Mary Compton expressed appreciation of the City's support of Theatre Britain throughout the years.

### **Consent Agenda**

**MOTION:** Upon a motion made by Council Member Prince and seconded by Council Member Smith, the Council voted 8-0, to approve all items on the Consent Agenda as follows:

#### **Approval of Minutes**

September 5, 2018  
September 10, 2018  
(Consent Agenda Item “A”)

#### **Approval of Expenditures**

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

**RFB 2018-0445-B** for White Rock Creek Trail Replacement, Project No. 6543, to Ratliff Hardscape, Ltd in the amount of \$920,133; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**CSP No. 2018-0400-B** for a Sand and Salt Storage Facility to EJ Smith Construction Company, LLC in the amount of \$1,520,425; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

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

To approve the purchase of Cloud Services for a five (5) year contract for Technology Services in the estimated total amount of \$1,500,000 from Amazon Web Services, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (DIR-TSO-2733) (Consent Agenda Item “D”)

To approve the purchase of UPS Traffic Battery Backup at Signalized Intersections for Public Works Department in the amount of \$150,000 from Paradigm Traffic Systems, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 524-17) (Consent Agenda Item “E”)

To approve the purchase of one (1) Doppstadt Trommel Screen for Fleet Services to be utilized by Compost Operations in the amount of \$376,704 from Ecoverse through an existing contract; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. SM10-16) (Consent Agenda Item “F”)

To approve the purchase of one (1) Jet Vac Truck for Fleet Services to be utilized by Utility District No. 3 in the amount of \$441,673 from Hi-Vac Corporation through an existing contract; and authorizing the City Manager to execute all necessary documents. (NJPA Contract No. 122017-HVC) (Consent Agenda Item “G”)

To approve the purchase of library materials including books, books-on-CD, compact discs, DVDs and Playaways for Plano Public Library (PPL) in the estimated amount from Midwest Tape LLC \$250,000, Ingram Library Services LLC \$50,000, Findaway World LLC \$80,000, Brodart \$150,000, and Baker & Taylor \$550,000 for a total estimated amount of \$1,080,000 through an existing contract with the State of Texas; and authorizing the City Manager to execute all necessary documents. (State of Texas Contract No. 715-M2) (Consent Agenda Item “H”)

To approve the purchase of Fitness Equipment for the Senior Recreation Center for Parks & Recreation in the amount of \$193,426 from Team Marathon Fitness through an existing contract; and authorizing the City Manager to execute all necessary documents. (Buyboard Contract No. 502-16) (Consent Agenda Item “I”)

### **Approval of Change Order**

To approve an increase to the current awarded contract amount of \$3,377,419 by \$121,000, for a total contract amount of \$3,498,419, for the Residential Concrete Pavement Repair Zone I3 North, Project No. 6812, from EJ Smith Construction Company, LLC for Public Works; and authorizing the City Manager to execute all necessary documents. (Contract No. 2018-0259-B; Change Order No. 2) (Consent Agenda Item “J”)

### **Approval of Expenditure**

To approve an expenditure for engineering services associated with the Pavement Data Collection Services - Alleys (2018), Project No. 7046, in the amount of \$149,980 from Data Transfer Solutions, LLC (DTS) for Public Works; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “K”)

To ratify an expenditure in the amount of \$167,474 for one (1) Crane Rear Load Refuse Truck Chassis from Bond Equipment Company Inc. and in the amount of \$102,400 for one (1) Heil Rear Load Refuse Truck Body from Heil of Texas, for a total purchase of \$269,874, for Fleet Services to be utilized by Special Waste; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “L”)

To approve an expenditure for the purchase of downloadable content (e-books, music, and e-audio library materials) with Kindle functionality in the amount of \$400,000 from OverDrive, Inc. for Plano Public Library (PPL); and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “M”)

### **Approval of Contract / Agreement**

To approve an Interlocal Cooperation Agreement between North Texas Municipal Water District and the City of Plano, Texas, for Manhole Protection at Arbor Hills Nature Preserve; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “N”)

To approve this termination amendment made, by and between Rodney O. Haggard and Janna Haggard Bryan and their successor and assigns ("ROH/JHB") and the City of Plano ("City"), acting by and through its duly authorized officials; regarding the construction of a southbound right-turn lane on Premier Drive to Parker Road and a westbound right-turn lane on Parker Road to Premier Drive; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "O")

### **Approval of Policy/Plan**

To approve a policy to establish procedures for the naming of park sites and recreation facilities; and providing an effective date. (Consent Agenda Item "P")

### **Adoption of Resolutions**

**Resolution No. 2018-9-13(R):** To approve a revised Fee Schedule for the City of Plano Library System to remove the overdue fines and notary service fee; and providing an effective date. (Consent Agenda Item "Q")

**Resolution No. 2018-9-14(R):** To authorize continued participation with the Atmos Cities Steering Committee; and authorizing the payment of two cents (\$0.02) per capita to the Atmos Cities Steering Committee to fund regulatory and legal proceedings and activities related to Atmos Energy Corporation, Mid-Tex Division; and providing an effective date. (Consent Agenda Item "R")

**Resolution No. 2018-9-15(R):** To approve a negotiated settlement between the Atmos Cities Steering Committee "ACSC" and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2018 Rate Review Mechanism "RRM" filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the Company to reimburse ACSC's reasonable ratemaking expenses; determining that this Resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Resolution to the Company and the legal counsel for the ACSC. (Consent Agenda Item "S")

### **Adoption of Ordinances**

**Ordinance No. 2018-9-16:** To adopt and enact Supplement Number 125 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. (Consent Agenda Item "T")

**Ordinance No. 2018-9-17:** To amend certain sections of Ordinance No. 2015-6-9, codified as Section 10-3 of Article I, Chapter 10 of the City of Plano Code of Ordinances, containing library fines and service fees which will be updated and presented to City Council through a separate resolution; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item "U")

**Ordinance No. 2018-9-18:** To transfer the sum of \$900,000 from the General Fund Unappropriated fund balance to the General Fund Operating Appropriation for fiscal year 2018-19 for the purpose of providing funding for the construction of the Sand & Salt Storage Facility, amending the Budget of the City adopted by Ordinance No. 2018-9-9, to reflect the actions taken herein; declaring this action to be in the public interest; and providing an effective date. (Consent Agenda Item “V”)

### **End of Consent Agenda**

**Public Hearing and adoption of Resolution No. 2018-9-19(R)** to approve the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney and the Collin County Sheriff’s Office for the disbursement of the 2018 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager; and providing an effective date.

Mayor LaRosiliere opened the public hearing. No one appeared to speak. Mayor LaRosiliere closed the public hearing.

**MOTION:** Upon a motion made by Council Member Grady and seconded by Council Member Prince, the Council voted 8-0, to approve the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney and the Collin County Sheriff’s Office for the disbursement of the 2018 Edward Byrne Justice Assistance Grant funds; and further to adopt Resolution 2018-9-19(R).

With no further discussion, the Regular City Council Meeting adjourned at 7:26 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST:

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Lisa C. Henderson, City Secretary





## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/8/2018

Department: Purchasing

Department Head: Diane Palmer-Boeck

Agenda Coordinator: Sharron Mason

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### CAPTION

RFB No. 2018-0399-C for a one (1) year contract with three (3) City optional one-year renewals for Traffic Signal Head Assemblies for Inventory Control & Asset Disposal to Peek Traffic Corporation in an estimated annual amount of \$47,800; General Traffic Equipment Corp. in an estimated annual amount of \$6,320; and to Traffic Parts, Inc. in an estimated annual amount of \$2,320 for a total estimated annual amount of \$56,440; and authorizing the City Manager to execute all necessary documents. **Approved**

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### FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2018-19 thru 2021-22	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	1,108,935	169,320	1,278,255
Encumbered/Expended Amount		0	0	0	0
This Item		0	-56,440	-169,320	-225,760
BALANCE		0	1,052,495	0	1,052,495

**FUND(S):** Warehouse

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**COMMENTS:** This item approves price quotes. The Inventory Stock Department estimates \$56,440 for expenditures in the 2018-19 Budget, which will leave a remaining balance of \$1,052,495 for future inventory purchases. Future year expenditures are dependent on contract renewals in the annual estimated amount of \$56,440 for 2019-20 through 2021-22 Budgets. All future year expenditures will occur within council approved appropriations.

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### SUMMARY OF ITEM

See Recommendation Memo.

**Strategic Plan Goal:**

Financially Strong City with Service Excellence, Safe Large City

**Plano Tomorrow Plan Pillar:**

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**ATTACHMENTS:**

Description	Upload Date	Type
Recommendation of Award Memo	10/3/2018	Memo
Bid Recap	10/3/2018	Bid Recap

**Date:** September 10, 2018

**To:** Diane Palmer-Boeck, CPPO  
Director of Procurement and Project Management

**From:** Josh Mathewes, Inventory Control /Asset Disposal Supervisor

**Subject:** Award of Bid #2018-0399-C Traffic Signal Head Assemblies

It is the recommendation from Inventory Control/ Asset Disposal (ICAD) based on inventory requirements and Public Works Traffic Signal Department based on specifications to award 2018-0399-C, Traffic Signal Head Assemblies as follows.

Peek Traffic Corporation provided the lowest responsive, responsible bid meeting specifications for line items 1, 2 and 3.

General Traffic Equipment Corp. provided the lowest responsive, responsible bid meeting specifications for line item 4.

General Traffic Equipment Corp. provided the lowest bid for line item 5; however, upon review the item failed to meet specifications. McCain Inc. and Traffic Parts, Inc. provided the next lowest bid response for line 5; however, those items also failed to meet specifications. MoboTrex, Inc. met specifications for line item 5; however, this is the only item that this vendor would be awarded. ICAD recommends awarding to Peek Traffic Corporation. The difference in pricing is \$370 annually.

General Traffic Equipment Corp. provided the lowest responsive, responsible bid meeting specifications for line item 6.

Traffic Parts, Inc. provided the lowest responsive, responsible bid meeting specifications for line item 7.

Peek Traffic Corporation provided the lowest responsive, responsible bid meeting specifications for line item 8.

MoboTrex, Inc. provided the lowest bid for line item 9; however, they failed to meet specifications. Peek provided the lowest responsive, responsible bid meeting specifications for item 9.

Peek Traffic Corporation provided the lowest responsive, responsible bid meeting specifications for line item 10.

Traffic Parts, Inc. provided the lowest responsive, responsible bid for line item 11.

Award as follows:

Peek Traffic Corporation line items 1, 2, 3, 5, 8, 9 and 10.

General Traffic Equipment Corp. line items 4 and 6.

Traffic Parts, Inc. line item 7 and 11

Total estimated expenditure for 2018-0399-C is \$56,440.annually.

Failure to award this bid could result in extended lead times, higher procurement costs, and the inability to provide inventory in an emergency or maintenance situation.

The specifics of this bid are on file with the Purchasing Division.

**CITY OF PLANO**  
**BID NO. 2018-0399-C**  
**RFB for Traffic Signal Head Assemblies**

**BID RECAP**

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**Bid opening Date/Time:** Monday, July 9, 2018 @ 3:00 pm

**Number of Vendors Notified:** 13320

**Vendors Submitting "No Bids":** 0

**Bids Evaluated Non-Responsive to Specifications:** 0

**Number of Bids Submitted Responsive to Bid:** 8

Peek Traffic Corporation	\$ 59,020.00
MoboTrex, Inc.	\$ 59,960.00
McCain, Inc.	\$ 62,362.00
General Traffic Equipment Corp.	\$ 63,020.00
Texas Highway Products, LTD	\$ 68,425.00
Traffic Parts, Inc.	\$ 70,638.50
Consolidated Traffic Controls, Inc.	\$ 71,727.00
OB Traffic	\$104,187.64

**Recommended Vendor:**

<u>Peek Traffic Corporation</u> Line items 1, 2, 3, 5, 8, 9 and 10	\$ 47,800.00
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<u>General Traffic Equipment Corp.</u> Line items 4 and 6	\$ 6,320.00
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<u>Traffic Parts, Inc.</u> Line item 7 and 11	\$ 2,320.00
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<b>Total Estimated Annual Amount</b>	<b>\$ 56,440.00</b>
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*Sharron Mason*

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Sharron Mason  
Sr. Buyer

*September 25, 2018*

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Date



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/8/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Cynthia Hogue

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### CAPTION

To approve an expenditure for Hoblitzelle Park East Erosion Analysis and Master Plan, Project No. 7023, in the amount of \$141,048 from Freese and Nichols, Inc. for Parks and Recreation; and authorizing the City Manager to execute all necessary documents. **Approved**

---

### FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,405,835	3,944,299	1,925,000	7,275,134
Encumbered/Expended Amount	-1,405,835	-725,318	0	-2,131,153
This Item	0	-141,048	0	-141,048
Balance	0	3,077,933	1,925,000	5,002,933

**FUND(S):** Municipal Drainage CIP & Capital Maintenance Fund

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**COMMENTS:** Funding for this item is available in the 2018-19 Municipal Drainage CIP and the Capital Maintenance Fund budget. The Hoblitzelle Park East Erosion Analysis and Master Plan project, in the total amount of \$141,048, will leave a combined current year balance of \$3,077,933 available for future erosion control and community park renovation project expenditures.

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### SUMMARY OF ITEM

The Hoblitzelle Park East Erosion Analysis and Master Plan project includes preliminary hydraulic analysis, erosion assessment and master planning for Hoblitzelle Park east playground and trail to address erosion and accessibility issues.

Built in 1993, Hoblitzelle Park east trail is located between single family homes and the creek. In the interim, the trail has settled and the creek banks have eroded due to increased stormwater flows in the creek and from surrounding neighborhoods. Railings installed to keep trail users away from creek banks are failing due to severe undercutting underneath. The playground was built in the same year. An examination of the playground and the adjacent trail indicates that neither are compliant with ADA standards. Playground equipment no longer complies with American Society for Testing and Materials (ASTM) safety standards, and replacement parts are no longer available to maintain existing play equipment.

The Parks and Recreation Department recommends approval of an expenditure in the amount of \$141,048 for professional services from Freese and Nichols, Inc. for the Hoblitzelle Park East Erosion Analysis and Master Plan. The intent of the master plan is to analyze surface flows from adjacent streets and to identify areas within the creek channel for erosion control measures, to identify solutions to address trail settling and accessibility compliance, and to identify improvements to the playground to bring it into full safety and accessibility compliance. The master plan is intended to provide a phased plan that will guide the implementation of future renovations and improvements.

Freese and Nichols, Inc. was deemed the most qualified consultant for this project based on their Statement of Qualifications submission for RFQ No. 2017-0281-X. Freese and Nichols, Inc. has a strong background with community outreach, and is a multi-discipline firm well represented by the landscape architecture, planning, and civil engineering disciplines.

The contract fee is \$141,048 which includes preliminary hydraulic analysis, erosion assessment and master planning for Hoblitzelle Park east playground and trail replacement. The fee, which includes project coordination, data collection, site investigation, topographic survey, hydraulic analysis, alternative analyses, playground and park master planning and Opinion of Probable Construction Cost (OPCC), is typical for a project of this size and scope.

If this project is not awarded, surface and subsurface storm water will continue to erode the creek banks and eventually the trail will fail and require closure. With time, some homes may be threatened. The playground will eventually require closure when portions of the playground equipment fail or break.

The benefit of this project is that we will have a plan for future construction to manage surface and subsurface storm water flows, stabilize creek banks, and bring trails and playground into full safety and accessibility compliance.

### **Strategic Plan Goal:**

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

### **Plano Tomorrow Plan Pillar:**

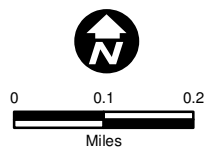
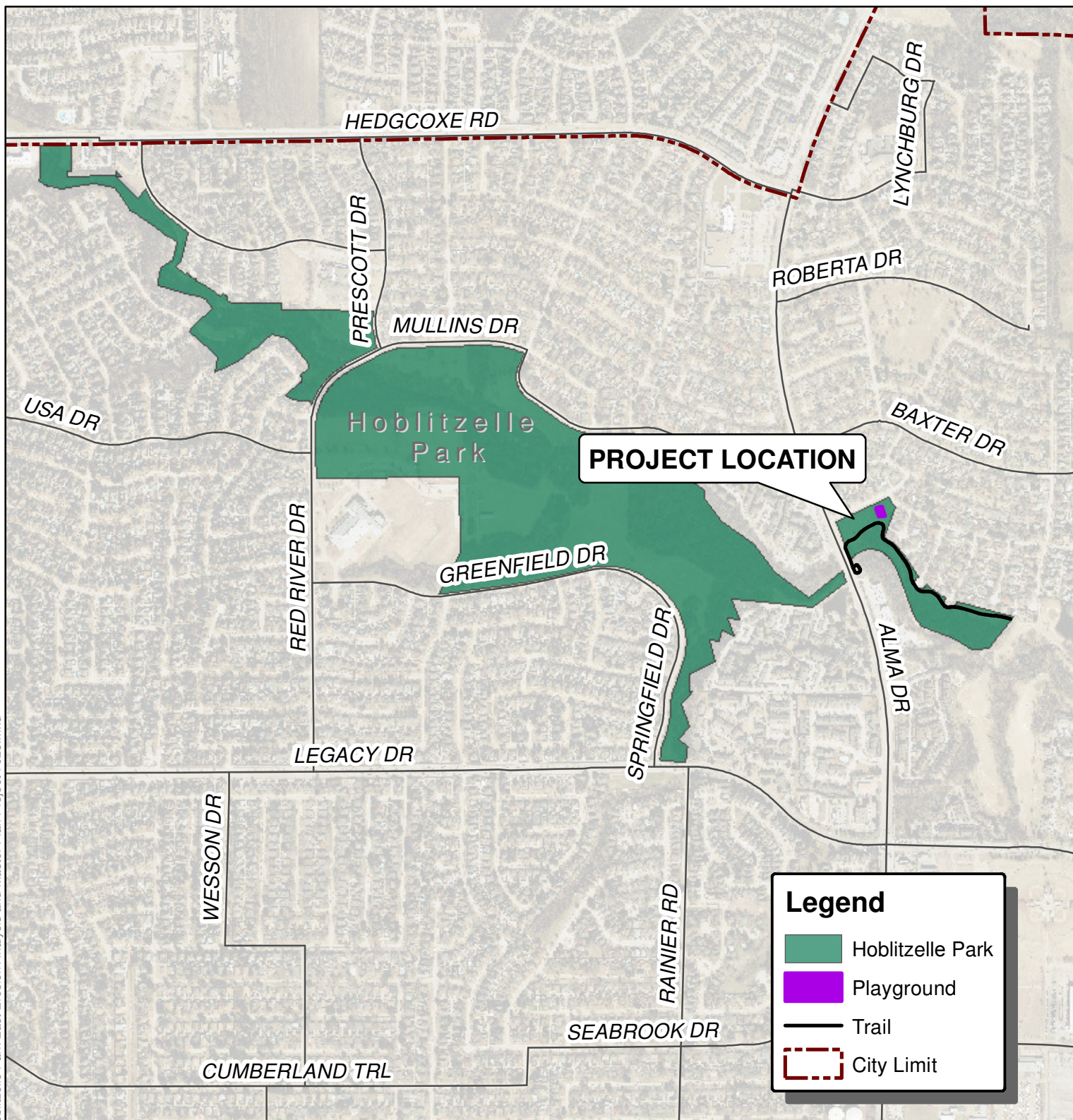
Social Environment, Natural Environment

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### **ATTACHMENTS:**

Description	Upload Date	Type
Location Map	10/1/2018	Map





City of Plano Park Planning Division  
9/12/2018

## Location Map

# Hoblitzelle Park East Erosion Analysis and Master Plan Project 7023

7500 Red River Drive  
Plano, TX 75025

## Project Location







## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/8/2018

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

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### CAPTION

To ratify an expenditure in the amount of \$106,377 for the repair of the Police Gun Range Bullet Trap by Action Target; and authorizing the City Manager to execute all necessary documents. **Approved**

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### FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	150,000	0	150,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-106,377	0	-106,377
Balance	0	43,623	0	43,623

**FUND(S):** Police and Court Facilities CIP

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**COMMENTS:** Funding for this item is available in the 2018-19 Police and Court Facilities CIP. Repairs to the Plano Police Department Gun Range, in the amount of \$106,377, will leave a balance of \$43,623 available for other projects in the Police and Court Facilities CIP.

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### SUMMARY OF ITEM

This is a necessary procurement because of unforeseen damage to public machinery, equipment, or other property. The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(3). (City of Plano Internal Contract No. 2018-0583-X)  
See Recommendation Memo.

**Strategic Plan Goal:**

Financially Strong City with Service Excellence, Safe Large City, Partnering for Community Benefit

**Plano Tomorrow Plan Pillar:**

Regionalism

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**ATTACHMENTS:**

Description	Upload Date	Type
Recommendation Memo	9/24/2018	Memo

**Date:** September 19, 2018

**To:** Mark Israelson, Senior Deputy City Manager

**From:** Gregory W. Rushin, Chief of Police 

**Subject:** Repair of Police Gun Range Bullet Trap Ratification

The Police Department is requesting the ratification of the emergency repair work which is currently underway on the bullet trap portion of the gun range at the Plano-Richardson Police Training Center. The repair is being completed by Action Target in the amount of \$106,377.49. Action Target is the original manufacturer of the current bullet trap that was installed in 2006.

This emergency repair was unforeseen and therefore, unscheduled. The repair became necessary due to the fact that on two occasions, pieces of lead bullets ricocheted out of the bullet trap resulting in injuries to Richardson police officers. One officer required treatment at a hospital for his injury. Due to the obvious danger that would result from continued use, the gun range was closed. Action Target was called and sent a technician to inspect the bullet trap. The technician determined that due to age and normal wear and tear, the opening at the rear of the bullet trap was collapsing. As a result, the opening for the bullets was partially obstructed and pieces of lead were ricocheting back in the direction of the shooters.

Emergency repairs are necessary for the following reasons:

1. Without the necessary repairs, the gun range is dangerous and unsafe for shooters.
2. Closure of the range severely impacts the ongoing training at the Plano-Richardson Police Training Center. Currently, one Basic Peace Officer Course (BPOC) is in progress, with two additional BPOC classes starting over the next six weeks, and state-required annual firearms qualifications must be completed for Plano and Richardson Police Officers. Keeping the range closed for an extended period will severely impact the ability to complete these requirements in a timely manner.
3. Further, closure of the gun range forces the Plano-Richardson Police Training Center to look for outside ranges in order to complete the training requirements described above. This would present logistical issues for scheduling and a possible financial expenditure, if outside ranges charge for usage.

Lastly, please be advised that the Richardson Police Department will reimburse the City of Plano for their portion of the repair. Under the current Operating Agreement, their financial portion for the repair is 32.41% of the cost listed above, amounting to \$34,476.94.



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/8/2018

Department: Animal Services

Department Head: Jamey Cantrell

Agenda Coordinator: Jamey Cantrell (972-769-4226)

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### CAPTION

To approve an Interlocal Agreement by and between the City of Plano, Texas, and all Participating Entities for emergency animal control services in accordance with Chapter 791 of the Interlocal Cooperation Act; and authorizing the City Manager to execute all necessary documents. **Approved**

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### FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	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

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**COMMENTS:** This item approves an Interlocal Agreement hosted by the City of Irving which will allow for regional Animal Services programs to request and provide assistance to one another when they are unable to meet their citizens' needs due to disasters and other emergency scenarios. This item has no fiscal impact.

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### SUMMARY OF ITEM

The City of Plano Animal Services (PAS) is a leader in animal welfare programs and has available resources that could positively impact other communities when their own programs are temporarily incapacitated. At some point, a disaster may result in PAS needing assistance from other jurisdictions.

This Interlocal Agreement provides a way for help to be requested and given during situations where going through a lengthy approval process could result in unnecessary delays that could impact lives.

**Strategic Plan Goal:**

Financially Strong City with Service Excellence, Safe Large City, Partnering for Community Benefit

**Plano Tomorrow Plan Pillar:**

Social Environment


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**ATTACHMENTS:**

Description	Upload Date	Type
Memo	10/1/2018	Memo
ILA Animal Control Services	10/3/2018	Agreement

**Date:** September 14, 2018

**To:** Bruce D. Glasscock, City Manager

**From:** Jamey Cantrell, Animal Services Director 

**Subject:** Animal Services Interlocal Agreement

In recent years, tornados and damaging storms left several area Animal Services programs temporarily unable to meet the needs of their respective communities due to increases in demand or destruction of necessary equipment. Surrounding cities, including Plano, offered assistance to these programs until they were able to obtain the resources needed to be able to meet their citizens' needs.

Many cities found they were unable to assist due to a lack of an Interlocal Agreement for these services. A group of managers and directors of local programs came together to create an agreement to ensure all agencies can ask for assistance when needed and provide assistance when they are in the position to do so. This agreement was modelled after the interlocal agreement all police departments are a part of that enables them to assist each other when needed.

This Interlocal Agreement does not mandate any city agreeing to it to provide any service. It only states that assistance will be provided when requested if the assisting agency has the available resources to do so. If the assisting agency does not have the manpower, equipment, or shelter space to provide the help,

Plano has been fortunate to not have experienced a catastrophic disaster that incapacitated Animal Services operations, but there is no guarantee that won't happen in the future. This agreement will enable the City to better meet the citizens' needs should this occur and provide assistance to other jurisdictions in their times of need. Failing to approve the agreement will diminish the ability to request help when needed and could limit the City's ability to provide available resources to neighboring jurisdictions when disasters strike.

## **INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL CONTROL SERVICES**

This Interlocal Agreement (the “Agreement”) is by and among the undersigned Participating Entities, each a “Party” and collectively the “Parties,” acting by and through their authorized representatives.

### **RECITALS**

**WHEREAS**, Chapter 791, the Interlocal Cooperation Act (the “Act”), of the Texas Government Code provides authorization for local governments to contract with one another to provide governmental functions, mutual aid and services under the terms of the Act; and

**WHEREAS**, the provision of animal control services are governmental functions and services under the terms of the Act; and

**WHEREAS**, the governing body of each Participating Entity in this Agreement desires to promote the health, safety and welfare of its citizens by engaging other local animal control authorities to assist with Animal Control Services in the event of an Emergency or Disaster; and

**WHEREAS**, the governing body of each Participating Entity believes that this Agreement is necessary for the benefit of the public and that each Participating Entity has the legal authority to provide governmental functions and services that are the subject of the Agreement; and

**WHEREAS**, any payment that a Party is required to make hereunder shall be made from current, available revenue.

**NOW, THEREFORE**, upon and for the mutual consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **Article I Definitions**

Unless the context clearly indicates otherwise, the following words and phrases used in this Agreement shall have the following meaning:

“Animal” shall mean any small domesticated creature, including, but not limited to, dogs, cats, birds, fish, mammals, reptiles, insects, and fowls.

“Animal Control Services” shall mean the services provided by a Party in response to a complaint or report that are necessary to effectively carry out an animal control program. Animal Control Services shall include, but not be limited to: the humane capture and sheltering of stray, unrestrained, homeless, abandoned, or unwanted animals and the humane transportation of captured animals to the Animal Shelter; response to calls regarding wild animals in residences; response to calls regarding animal bites and scratches, including the initial investigation of such incidents; and the capture of biting animals for state-mandated rabies quarantine observation by the Local Rabies



Control Authority. Animal Control Services do not include trapping nuisance animals, horses, or livestock or removal of deceased animals. No Participating Entity shall be responsible for conducting cruelty investigations or enforcement of criminal offenses through issuance of Notices to Appear or filing Probable Cause Affidavits with the appropriate court.

“Animal Shelter” shall mean the Responding Entity’s animal shelter facilities that keep or legally impound stray, homeless, abandoned, or unwanted animals on behalf of their respective cities.

“Coordinating Committee” shall mean a committee created to administer this Agreement which shall be comprised of one (1) designated representative from each Participating Entity. The Host Entity’s representative shall serve as the presiding member of the Committee.

“Emergency or Disaster” shall mean an event or set of circumstances resulting from disasters caused by all hazards, whether natural or man-made, and to provide support for search and rescue operations for persons and property, including Animals and/or Livestock, in distress which: (a) demands immediate action to preserve public health, protect life, protect property, or to provide relief to the community overtaken by such occurrences; or (b) reaches such a dimension or degree of destructiveness as to warrant any Participating Entity’s mayor or the governor of the State of Texas to declare a state of emergency or disaster.

“Host Entity” shall mean the City of Irving, Texas.

“Livestock” shall mean as set forth in the Texas Agriculture Code Section 1.003(3) and shall include cattle, horses, mules, asses, sheep, goats, or domestic game birds.

“Participating Entity” shall mean a municipality and/or local government that executes this Agreement.

“Responding Entity” shall mean the Participating Entity providing emergency Animal Control Services under this Agreement.

“Requesting Entity” shall mean the Participating Entity that is in need of emergency Animal Control Services under this Agreement.

## **Article II**

### **Term**

21 The Initial Term of this Agreement shall commence on June 1, 2018 (the “Effective Date”) and continue for a period of one (1) year, unless sooner terminated as provided herein. This Agreement shall automatically renew for successive one (1) year terms commencing on June 1<sup>st</sup> of each year following the Effective Date (each a “Renewal Term”), unless sooner terminated as provided herein.

22 A Participating Entity may terminate its participation in this Agreement by providing thirty (30) days prior written notice of its request to terminate the Agreement to the Host Entity. The written notice of intent to terminate shall be delivered by the Host Entity, in writing, to the designated representative of each Party to this Agreement. Termination by one or more Parties to this Agreement does not affect the Agreement as it applies to the remaining Parties.



23 A Party's participation in this Agreement may be terminated for cause, including failure to comply with the terms or conditions of this Agreement, by an affirmative vote of a simple majority of the members of the Coordinating Committee. Upon termination under this section, the Host Entity shall provide thirty (30) days' written notice to the Participating Entity which has been removed following the Coordinating Committee's decision.

### **Article III Responsibilities of the Parties**

3.1 Requests for Animal Control Services. A Participating Entity may agree to provide Animal Control Services for a Requesting Entity in the event the Requesting Entity has provided notice that an Emergency or Disaster has or imminently will occur in its jurisdiction.

3.2 Designated Representative. Each Participating Entity shall select an individual to serve as the designated representative for sending and receiving notification of an Emergency or Disaster, and shall provide the individual's name, title, address, email address, telephone number, and fax number to all other Participating Entities. The Participating Entities shall provide updated designated representative information as needed.

3.3 Notification in the Event of an Emergency or Disaster. The Receiving Entity's designated representative shall notify the Responding Entity's representative in writing via fax, email, or written correspondence as soon as practicable after it is known that an Emergency or Disaster has occurred or imminently will occur and emergency Animal Control Services are needed in its jurisdiction. In the event that written notification is not possible due to the Emergency or Disaster, notice may be provided by the Receiving Entity via direct telephone notification to the Responding Entity's designated representative, provided that the Receiving Entity shall provide notice in writing memorializing the date, time and nature of the telephone notice thereafter as soon as practicable.

3.4 Custody and Care of Animals. The Responding Entity shall take possession of the Animal(s) presented by the Receiving Entity and process the Animals following the same procedures as would be used by the Responding Entity in processing the Animal(s) in its jurisdiction, including providing the same quality of housing, food and services. The Responding Entity shall provide all necessary staffing and personnel needs for the Animals held in its Animal Shelter, unless otherwise agreed by both parties in writing.

3.5 Coordinating Committee. Except as otherwise provided herein, this Agreement will be administered by a Coordinating Committee comprised of one (1) designated representative from each Participating Entity. The Coordinating Committee shall have only the duties specifically outlined in this Agreement and may adopt its own rules of procedure not inconsistent with this Agreement. The Parties acknowledge and agree that the Coordinating Committee shall not be construed as a board or committee appointed by a governing body and shall not be required to comply with the provisions of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

3.6 Additional Parties. An eligible local government entity that desires to become a party to this Agreement may submit a written request to become a participating entity to the designated representative of the Host City. The Host City will forward the written request to the Coordinating

Committee within thirty (30) days of any such request. An eligible entity shall only be entitled to become a participating entity upon approval by a simple majority vote of the Coordinating Committee. Notwithstanding approval of the Coordinating Committee, no entity will be deemed a party hereto until such time as the entity has adopted and fully executed this Agreement in the manner provided by law for such entity and has delivered a conformed copy of the same to the Host Entity's designated representative.

#### **Article IV**

##### **Costs, Recordkeeping and Right of Refusal**

4.1 If a Receiving Entity requires Animal Control Services by a Responding Entity under this Agreement that exceeds twelve (12) consecutive hours, the Receiving Entity shall, upon written request, reimburse Responding Entity the actual costs of providing Animal Control Services, including costs for personnel, operation and maintenance of equipment, damaged equipment, food, lodging, and transportation, incurred by the Responding Entity in response to a request for reimbursement. Written requests for reimbursement must be submitted as soon as practicable but in no event later than sixty (60) days after Animal Control Services were provided. Such request shall identify with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Responding Entity shall be responsible for creating and maintaining for a period of three (3) years a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Animal Control Services to a Participating Entity under this Agreement.

4.2 The Receiving Entity shall pay the reimbursement from available funds. If federal money is available to pay costs associated with the provision of Animal Control Services under this Agreement, the Receiving Entity shall make the claim for the eligible costs of the Responding Entity on the Receiving Entity's application and shall disburse the federal share of the money to the Responding Entity, with sufficient local funds to cover the actual costs of the Responding Entity in providing assistance. Failure of Responding Entity to submit a request for reimbursement to Receiving Entity within the specified time frame specified in Section 4.1 of this Agreement will result in the Responding Entity not being reimbursed for the Animal Control Services provided unless the Federal Emergency Management Agency (FEMA) extends the deadline for filing requests for reimbursement. The Parties hereto recognize that each Party benefits from the existence of this Agreement and expect that each will provide and receive emergency mutual aid for Animal Control Services over the life of this Agreement. The Responding Entity may assume in whole or in part any costs associated with the provision of Animal Control Services or may loan or donate equipment or services to the Receiving Entity without charge or cost.

4.3 Each Participating Entity shall have the right to refuse to provide the Animal Control Services required by this Agreement in the event that the Participating Entity, in its sole discretion, determines that it does not or will not have the resources to provide the Animal Control Services under this Agreement, including but not limited to, insufficient staffing to provide the Animal Control Services or overcrowding at the Animal Shelter during the Emergency or Disaster.

## **Article V**

### **Liability and Immunity**

5.1 Responsibility for Claims. The Parties agree, to the extent authorized under the constitution and laws of the State of Texas and without waiving any immunity, right, protection, or defense to which a Participating Entity may be entitled, that each Participating Entity shall only be responsible for any claims for damages, costs, and expenses to a person or persons and/or property arising from or caused by the act or omission of its respective officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission in the provision of Animal Control Services or housing of animals, but only to the extent the Party would otherwise be liable under Texas or federal law.

5.2 Joint Liability. 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, right, protection, or defense available to any Party individually under Texas law. Each Party shall be responsible for its sole negligence. The provisions of this section 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.

**5.3 It is expressly understood and agreed that in execution of this Agreement, no Party waives, nor shall be deemed to have waived, immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights for any third parties not signatories hereto.**

## **Article VI**

### **Miscellaneous**

6.1 Assignment. This Agreement may not be assigned by any Party hereto without the prior written unanimous consent of the other Parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all Parties hereto.

6.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action arising as a result of this Agreement shall be in the state court of proper jurisdiction of the Responding Entity.

6.3 Legal Construction. In the event that 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

6.4 Amendment. This Agreement may not be amended except in writing executed by all Parties at the time of amendment.

6.5 Entire Agreement. This Agreement represents the entire Agreement among the Parties with respect to the subject matter covered by this Agreement.

6.7 No Relationship Created. The Parties agree and acknowledge that no Party is an agent of any other Party under this Agreement and that each Party is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents or employees.

6.8 Rights of Third Parties. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in or for the benefit of third parties.

6.9 Force Majeure. In the event that any Party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, right, civil commotion, strikes, fires, flood or by the occurrence of any other event beyond the control of such Party, then such Party shall be excused from the performance of the obligations in this Agreement but only during such periods of Force Majeure.

6.10 Recitals. The recitals of this Agreement are incorporated herein.

6.11 Notice. All notices pertaining to this Agreement shall be in writing and shall be deemed delivered (i) when received at a Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective notice addresses set forth below or at other addresses as may have been previously specified by written notice delivered in accordance with this Agreement.

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

[Signature Pages to Follow]

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF ALLEN, TEXAS**

By: \_\_\_\_\_  
Peter H. Vargas, City Manager

**Attest:**

By: \_\_\_\_\_  
Shelley George, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

**Designated Representative for the City of Allen, Texas:**

Animal Control Manager  
205 W. McDermott  
Allen, Texas 75013  
214-509-4378

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF ARLINGTON, TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor/City Manager

**Attest:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

**Designated Representative for the City of Arlington, Texas:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF CEDAR HILL, TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor/City Manager

**Attest:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
\_\_\_\_\_, [Legal Counsel]

**Designated Representative for the City of Cedar Hill, Texas:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF CLEBURNE, TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor/City Manager

**Attest:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
\_\_\_\_\_, [Legal Counsel]

**Designated Representative for the City of Cleburne, Texas:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF DESOTO, TEXAS**

By: \_\_\_\_\_  
Tarron J. Richardson, PhD, City Manager

**Attest:**

By: \_\_\_\_\_  
Kisha Morris, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
Joseph J. Gorfida, City Attorney

**Designated Representative for the City of DeSoto, Texas:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF DUNCANVILLE, TEXAS**

By: \_\_\_\_\_  
Kevin Hugman, City Manager

**Attest:**

By: \_\_\_\_\_  
Narva Walker, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
Robert E. Hager, City Attorney

**Designated Representative for the City of Duncanville, Texas:**

Robert D. Brown  
Police Chief  
203 E. Wheatland Road  
Duncanville, Texas 75116

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF FARMERS BRANCH, TEXAS**

By: \_\_\_\_\_  
Charles S. Cox, City Manager

**Attest:**

By: \_\_\_\_\_  
Amy Piukana, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

**Designated Representative for the City of Farmers Branch, Texas:**

Miguel Gauna  
Animal Adoption Center Manager  
3727 Valley View Lane  
Farmers Branch, TX 75234  
972-919-9881

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF FRISCO, TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor/City Manager

**Attest:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
\_\_\_\_\_, [Legal Counsel]

**Designated Representative for the City of Frisco, Texas:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF GRAND PRAIRIE, TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor/City Manager

**Attest:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

**Designated Representative for the City of Grand Prairie, Texas:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF IRVING, TEXAS**

By: \_\_\_\_\_  
Richard H. Stopfer, Mayor

**Attest:**

By: \_\_\_\_\_  
Shanae Jennings, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
Kuruvilla Oommen, City Attorney

**Designated Representative for the City of Irving, Texas:**

Corey Price, Animal Services Manager  
City of Irving Animal Services  
4140 Valley View Lane  
Irving, Texas 75038

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF MESQUITE, TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor/City Manager

**Attest:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

**Designated Representative for the City of Mesquite, Texas:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Bruce D. Glasscock, City Manager

**Attest:**

By: \_\_\_\_\_  
Lisa C. Henderson, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
Paige Mims, City Attorney

**Designated Representative for the City of Plano, Texas:**

Jamey Cantrell, Animal Services Director  
City of Plano Animal Services  
4028 W. Plano Pkwy.  
Plano, TX 75093



EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF RICHARDSON, TEXAS**

By: \_\_\_\_\_  
Dan Johnson, City Manager

**Attest:**

By: \_\_\_\_\_  
Aimee Nemer, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

**Designated Representative for the City of Richardson, Texas:**

Animal Control Manager  
1330 Columbia Dr.  
Richardson, TX 75081  
974-744-4480



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/8/2018

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Kelsey Horne

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### CAPTION

To approve the new terms and conditions of an Interlocal Cooperation Agreement by and between the Cities of Plano and Allen to operate a Joint Radio Communications System; authorizing its execution by the City Manager; and providing an effective date. **Approved**

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### FINANCIAL SUMMARY

Revenue

<b>FISCAL YEAR: 2018-19 thru 2019-20</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
<b>Budget</b>	0	0	0	0
<b>Encumbered/Expended Amount</b>	0	0	0	0
<b>This Item</b>	0	0	230,000	230,000
<b>Balance</b>	0	0	230,000	230,000

**FUND(S):** Intergovernmental Radio Fund

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**COMMENTS:** Approval of this item will have no financial impact in the 2018-19 Budget. This request is to approve a new Interlocal Agreement between the City of Plano and Allen for a Joint Radio Communications System. Plano will collect approximately \$230,000 in the Interlocal Radio System Fund in the 2019-20 Budget from the City of Allen. The annual fee collected is based on the total number of Allen's active infrastructure subscribers. The annual agreement will renew automatically unless action is taken by a City within the agreement.

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### SUMMARY OF ITEM

See Recommendation Memo.

**Strategic Plan Goal:**

Financially Strong City with Service Excellence, Safe Large City, Partnering for Community Benefit

**Plano Tomorrow Plan Pillar:**

Built Environment

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**ATTACHMENTS:**

Description	Upload Date	Type
Recommendation Memo	9/27/2018	Memo
Agreement	10/1/2018	Agreement

**Date:** Thursday, September 27, 2018

**To:** Bruce D. Glasscock, City Manager  
Jim Parrish, Deputy City Manager

**From:** Chris Chiancone, Chief Information Officer

**Subject:** **Agreement between the City of Plano and the City of Allen for a Joint Communications System for Municipal Services**

## **Background**

The cities of Plano and Allen entered into an Interlocal Agreement (ILA) in 2009 to provide public safety radio service for themselves and other entities in Collin County. Through this agreement, Plano and Allen own the primary master sites for the management of agency IDs and radio frequencies for the radio system. Plano and Allen will manage the system as well as future growth in the number of subscribers to it.

The existing ILA expires in calendar year 2019. Plano and Allen have agreed to approve the new agreement in order to set new rates for upcoming fiscal years for existing subscribers and entities that may join the radio system in the future. The second objective is to ensure cost neutrality for the cities of Plano and Allen. This ILA replaces the prior partnership agreement and establishes a new rate structure for current and future subscribers on the Joint System Radio network.

Due to the upcoming addition of Collin County to the radio network and a technology upgrade required to enhance services on the network, the ILA between the two cities requires modifications and updating.

After its initial one year term, the updated ILA will be automatically renewed annually without expiration, allowing for either Party to terminate the agreement at any time with a one (1) year termination notice, to allow each party the opportunity to recover their investment.

## **Process and Approval Justification**

The updated ILA went first to the City of Allen's City Council and has been approved. The last step in the process is approval by the City Council of Plano.

The partnership between Plano and Allen greatly improved public safety services for citizens of both cities and radio communications with and for entities within Collin County. The updated ILA strengthens this service and creates opportunities to enhance public safety for the entire County.

The end goal of the changes and renewal of the ILA is to continue the longstanding and successful joint ownership of the system. The investment from Plano and Allen, along with the other subscribing members over the years, have provided an opportunity to build a robust and redundant public safety radio system, that would have been cost prohibitive for a single agency. By continuing our commitment to shared services and costs, citizens benefit through a lower total cost of ownership and high levels of resilience for our public safety agencies along with general government radio users.

**Dollar Value**

The future value of this agreement will be realized in Fiscal Year 2019-2020 with the introduction of a new rate scheduled for subscribers on the Plano and Allen Joint Radio System.

**Impact if not approved by Council**

The public safety enhancements included in the technology upgrade and updating of the ILA will be delayed along with the increased coverage gained by incorporating Collin County into the radio network.

**AGREEMENT BETWEEN THE CITY OF PLANO AND THE  
CITY OF ALLEN FOR A JOINT RADIO COMMUNICATIONS SYSTEM  
FOR MUNICIPAL SERVICES**

This Agreement is made between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation with the authorization of its governing body, (hereinafter referred to as "Plano"), and the **CITY OF ALLEN, TEXAS**, a home rule municipal corporation with the authorization of its governing body, (hereinafter referred to as "Allen") as follows:

**W I T N E S S E T H:**

**WHEREAS**, Plano and Allen are political subdivisions within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act") provides authority for local governments of the State of Texas to enter into Interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

**WHEREAS**, municipalities own and operate radio systems for the purpose of providing radio communications in support of their governmental operations; and

**WHEREAS**, each of the municipalities has investigated and determined that it would be advantageous and beneficial to the citizens within its respective municipality to jointly operate a radio system; and

**WHEREAS**, in order to provide dependable/mission-critical voice radio service for use by each of the municipalities and its respective users, Plano and Allen desire to enter into an Interlocal Agreement to provide a Joint Radio Communications System for Municipal Services (hereinafter "Joint Radio System"); and

**WHEREAS**, use of this Joint Radio System will provide for system coverage for each city to ensure safe, effective and efficient communications, and benefit the greatest number of citizens both now and in the future; and

**WHEREAS**, this Agreement will provide the framework for administering the Joint Radio System, and the costs associated with implementation, maintenance and operation of the Joint Radio System distributed amongst Plano and Allen; and

**WHEREAS**, as of the date of this executed Agreement, Plano and Allen, operate a Motorola ASTRO 25 Phase II and Nokia Trunked Voice and Data Radio System for providing Public Safety microwave radio communications for entities in the southwest portion of Collin County and select entities in adjacent counties. The system will operate with a primary, a redundant simulcast prime site, and remote trunked simulcast sites in other parts of the county and adjacent cities. Under this Agreement, the Plano master

site will be primary and the Allen master site will be the secondary and back-up location; and

**WHEREAS**, Plano and Allen hereby agree to renew their Interlocal Agreement (ILA) for the Joint Radio Communication System (Joint Radio System) infrastructure in accordance with the specific details and requirements for use, including pricing, as set forth in **Exhibit A** "Terms of Use", which are attached hereto, incorporated herein, and made a part of this Agreement for all purposes. Failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions;

**NOW, THEREFORE**, Plano and Allen (hereinafter collectively referred to as "Party" or Parties"), for and in consideration of the mutual benefits and obligations set forth in this Agreement, agree as follows:

## **I. TERM**

**1.01** This Agreement shall begin upon the last day executed by all authorized Parties ("Execution Date") and shall continue in full force and effect for a period of one year (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one-year terms unless otherwise terminated in accordance with the provisions set forth herein and in **Exhibit A**.

## **II. ADMINISTRATION OF THE JOINT COMMUNICATIONS SYSTEM**

**2.01 Coordinating Committee.** Operation, administration and policy development of the Joint Radio System shall be the responsibility of a Coordinating Committee, comprised of one (1) Designee from each City, appointed by the respective City Manager of both Plano and Allen (hereinafter "Coordinating Committee"). Additional ex-officio members may be selected by the City Managers to serve on the Coordinating Committee and to assist the Committee, but shall have no voting authority.

The Coordinating Committee's duties will be to make recommendations to the respective Parties' governmental bodies of system changes, upgrades, additional uses and any other aspects of the Joint Radio System. Payment of Monies pursuant to the terms and obligations of this Agreement must be approved by the governing bodies or the designee of each of the Parties as required by their respective City Charters and ordinances. Administrative decisions may be made by the Coordinating Committee.

The Coordinating Committee quarterly meeting schedule will be established by the appointed representative from each Party to this Agreement. The schedule for the Technical Committee will also be set by the Coordinating Committee.

**2.02 Technical Committee.** A committee of technical personnel shall be selected to advise the Coordinating Committee (hereinafter "Technical Committee"). Each City's Coordinating Committee member shall be able to appoint up to four (4) persons to serve on the Technical Committee.

Technical Standards based on the most current microwave radio system technology, for the operation of the Joint Radio System shall be developed by the Technical Committee and approved by mutual agreement of the Coordinating Committee. Once approved, these standards must be compatible with existing equipment and may not violate any of the terms of this Agreement or of any existing maintenance or hardware agreement.

### **III.**

#### **FUTURE EXPANSION OF THIS AGREEMENT**

**3.01 Third Parties to this Agreement.** All third parties who are serviced by the respective radio systems of Plano and Allen at the time of signing of this Agreement may participate in the Joint Radio System created by this Agreement. However, for purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects the Parties hereto, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity not a party hereto, notwithstanding the fact that such third person or entity may be in a contractual relationship with Plano or Allen, either individually or collectively; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owed by them to any of the Parties or to create any rights for the benefit of third parties, unless expressly provided herein.

### **IV.**

#### **OWNERSHIP INTERESTS OF THE PARTIES**

**4.01 Radio License Modification.** All Federal Communications Commission (FCC) licenses shall be managed by the City of Plano for single entity titling, as required by FCC standards.

**4.02 Hardware/Software.** Each Party shall retain individual ownership of its respective hardware and software purchased prior to, or as a part of this Agreement. All communications and operating equipment owned by each Party will continue to be separately owned by such Party.

In order to ensure hardware and software compatibility with the Joint Radio System infrastructure, all Subscriber Radios and consoles intended for use on the Joint Radio System shall be compliant with ASTRO 25 Phase II and Motorola SUA II standards for upgrades and maintenance. The use of unauthorized devices on the Joint Radio System may result in suspended operation of those devices and/or termination of the Agreement.



**4.03** Recommendations regarding changes, upgrades, and maintenance costs for the Joint Radio System must be submitted to the Coordinating Committee for joint resolution and policy determination.

## **V.**

### **FINANCING AND INFRASTRUCTURE COST SHARING**

**5.01** Each Party incurring costs has the sole responsibility to make payment to the vendors providing equipment and services for the Joint Radio System to that Party. In no event shall any Party be held liable for debts incurred by any other Party as a direct or indirect result of expenditures made pursuant to this Agreement.

**5.02 Radio Support Technicians.** Technicians within the Plano Radio Division will provide support for the Joint Radio System. The technicians will provide programming service and maintenance of radios on the system in accordance with Terms of Use cited in **Exhibit A**. Plano shall provide the necessary office space, supplies, equipment and training for these technicians. Should Allen decide to hire an additional radio technician during the Term of this Agreement based in Allen, Allen will provide Plano with a one (1) year advance notice of its intent.

**5.03 Comprehensive Maintenance Agreement for Equipment.** The Parties agree that consistent with and to the extent allowed by all laws governing purchases made by municipalities, each Party shall pay its respective cost of its maintenance agreement to include software, hardware, and consoles, mobile and portable radios directly to the manufacturer. The Plano Radio Division will provide shipping and receiving point for all agencies. This ensures proper programming, database maintenance and fault analysis trends.

**5.04 Subscriber Revenue Fund.** The Parties agree that there will be public and non-municipal entities who receive beneficial use of the Joint Radio System although not a party hereto. The Parties agree to charge entities a reasonable fee, in accordance with **Exhibit A**, and as set by the Coordinating Committee. Fees shall be remitted to the established Plano Subscriber Revenue Fund ("Fund") for the benefit of the Parties to this Joint Radio System Agreement, as recommended by the Coordinating Committee and approved by each Party's governing body. This Fund shall be used to pay expenses associated with the operation of the Joint Radio System. Any additional monies or fees shall be used for repairs, upgrades or other enhancements to the Joint Radio System. Plano will retain a 2/3 share of the Fund and Allen will receive 1/3.

**5.05 Future Subscribers.** Any public entity who builds infrastructure such as a tower with communications repeaters and backhaul infrastructure connected to the Joint Radio System will be considered a future infrastructure subscriber. Those future subscribers with radio and console connections only, are classified as radio subscribers.

Future infrastructure subscriber participation will require approval by the Coordinating Committee. In addition, they will be required to meet the minimum system

requirements for site hardening, maintenance and reliability as defined by the Coordinating Committee.

Additional ex-officio members may be selected by the future infrastructure subscriber entities to serve on the Technical Committee and to assist the Coordinating Committee, but will have no voting authority.

The Coordinating Committee shall determine the support impact of future subscribers and the need for any additional technician(s) to support the Joint Radio System infrastructure. The purpose of additional technician(s) is to offset the costs of an annual system maintenance agreement. The shared costs of the technician by the future subscribers are expected to result in a costs savings over the typical manufactures' maintenance agreement. The technician will be stationed at the City of Plano Radio Shop and assigned maintenance and repair tasks in a prioritized manner. The technician will also provide after-hours call out service for the Joint Radio System and dispatch agencies. The technician will be on-call after hours, holidays and weekends for both infrastructure and Radio Subscribers.

External non-municipal or public entities who choose to migrate along with the future subscribers are required to seek approval from the Technical and Coordinating Committees prior to joining the system. The Technical Committee will evaluate and make recommendations to the Coordinating Committee. In addition to any other obligations, any subscribers added to the Joint Radio System shall also be required to pay a rate established by the Coordinating Committee, and if required by Charter or ordinance, approved by the respective governing bodies of Plano and Allen.

## **VI. JOINT RADIO SYSTEM USE AND STANDARDS**

**6.01 Joint Radio System Priorities.** The Parties agree that radio transmission for the Joint Radio System is as follows from highest to least priority:

1. Emergency Activation
2. Community Warning Systems
3. Police/Fire/EMS
4. Non Public Safety – Special Events
5. Non Public Safety – Schools
6. Non Public Safety

See **Exhibit A** for detailed information on Joint Radio System use and standards.

## **VII. ACQUISITION/DISPOSITION OF ASSETS**

**7.01** Assets acquired under this Agreement by each Party must be acquired and disposed of in accordance with applicable law and the Parties' respective City Charters.

**7.02** Each Party paying for assets acquired or making any type of payment pursuant to this Agreement shall make such payments from current revenues legally available to that respective Party.

## **VIII. SYSTEM MANAGEMENT AND OPERATION**

**8.01** The City of Plano shall perform the day-to-day operation and management of the Joint Radio System. Policies and procedures for specific management issues shall be pre-determined and approved by the Coordinating Committee. The Coordinating Committee shall make all decisions regarding matters other than the day-to-day operation and management of the Joint Radio System.

## **IX. TERMINATION OF THE AGREEMENT**

**9.01** The Initial Term of this Agreement shall begin on the last date of execution hereof (the "Effective Date"), and shall continue for a period of one year, unless sooner terminated as provided herein (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one (1) year terms.

**9.02** This Agreement may be terminated upon one (1) year advanced written notice from the Party seeking termination to the other Party. Upon termination, the Party terminating shall be entitled to seek an FCC license with the same frequencies, which the Party had prior to the execution of this Agreement.

Upon termination, Plano will receive ten (10) 700 MHz or 800 MHz and Allen will receive two (2) 700 MHz or 800Mhz radio frequency channels from the joint use system.

The Party terminating this Agreement shall reimburse the remaining Party for reconfiguring of the system such as microwave realignment and licensing fees.

## **X. RELEASE AND HOLD HARMLESS**

**10.01** Each of the Parties does hereby agree to waive all claims against, release, and hold harmless the other Party and their respective officials, officers, agents, representatives, and employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees, and costs, including all expenses of litigation or settlement, or causes of action which may arise by reason or injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with the acts or omissions of their respective officials, officers, agents, representatives, and employees related to or arising out of the performance of this Agreement. In the event that a claim is filed, each Party shall be responsible for its proportionate share of liability. The Parties agree that each shall be liable only for damages, including attorney fees and costs, related to or arising out of the

intentional or negligent act or omission of their respective officials, officers, agents, representatives, and employees in the performance of this Agreement.

## **XI. IMMUNITY**

**11.01** It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

## **XII. ASSIGNMENT AND SUBLETTING**

**12.01** The Parties shall not assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Parties. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of the Parties.

## **XIII. ENTIRE AGREEMENT**

**13.01** This Agreement represents the entire and integrated agreement between Plano and Allen and supersedes all prior negotiations, representations and/or agreements, either written or oral with regard to the subject matter hereof. This Agreement may be amended and modified only by written instrument signed by all Parties.

## **XIV. NOTICES**

**14.01** Unless notified otherwise in writing in accordance with this section, all notices required to be given to any Party hereto shall be in writing and delivered in person or sent by certified mail, return receipt requested, to the respective Parties at the following addresses:

**Allen Representative:**  
IT Director  
205 W. McDermott  
Allen, Texas 75013  
(214) 509-4200

**Plano Representative:**  
Chief Information Officer  
1520 K Avenue  
Plano, TX 75086  
(972) 941-7930

**XV.  
AUTHORIZATION**

**15.01** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement.

**XVI.  
SEVERABILITY**

**16.01** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, any Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

**XVII.  
VENUE**

**17.01** This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XVIII.  
INTERPRETATION OF AGREEMENT**

**18.01** This is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the terms and provisions of this Agreement shall not be construed more favorable for or strictly against any Party.

**XIX.  
REMEDIES**

**19.01** No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XX.  
SUCCESSORS AND ASSIGNS**

**20.01** The Parties bind themselves, their respective successors, executors, administrators and assigns, to the other Parties to this Agreement. References in this

Agreement to Plano and Allen whether individually or collectively, includes the successors and assigns of each of the respective Parties.

## **XXI. DISPUTE RESOLUTION**

**21.01** In the event of a dispute regarding any aspect of this Agreement, the dispute shall be sent first to the Coordinating Committee, for resolution and the Coordinating Committee shall act as mediator. If the Coordinating Committee is unable to agree on a resolution, then the dispute shall be referred to a joint meeting of management representatives from the City of Plano and the City of Allen. If the dispute continues to remain unresolved after this process, the Parties shall refer the dispute to outside non-binding mediation for resolution prior to engaging in litigation. All Parties shall share equally in the costs of a certified mediator and each Party shall be responsible for its own attorney fees.

## **XXII. FORCE MAJEURE**

**22.01** The Parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state, county, or City government in accordance with applicable law.

## **XXIII. GOVERNMENTAL FUNCTION**

**23.01** The Parties have determined by their execution of this Agreement that this Agreement and the obligations of the Parties contained herein are in discharge of a governmental function as set forth in the Interlocal Cooperation Act, and participation in this Agreement by one Party shall not be construed as creating any kind of agency relationship, partnership, or joint enterprise between the Parties.

## **XXIV. CONFIDENTIAL INFORMATION**

**24.01** To the extent permitted by law, the Parties to this Agreement and its officers, agents and employees, agree that they shall treat all information provided to it by the City of Plano (Radio Division) as confidential ("City Information") and shall not disclose any such information to a third party without the prior written approval of the City of Plano (Radio Division), unless such disclosure is required by law, rule, regulation, court order,



in which event the Parties shall notify City of Plano (Radio Division) in writing of such requirement in sufficient time to allow the Parties to seek injunctive or other relief to prevent such disclosure. The Plano Radio Division shall store and maintain Plano and Allen network Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt Plano and Allen Information in any way. The Parties shall notify the City of Plano (Radio Division) immediately if the security or integrity of any Plano and Allen Information has been compromised or is believed to have been compromised.

**XXV.  
HEADINGS**

**25.01** The headings of this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and conditions of this Agreement.

**XXVI.  
DUPLICATE ORIGINAL DOCUMENTS**

**26.01** This Agreement will be executed in two identical counterparts, each of which shall be deemed an original for all purposes.

*(signature page to follow)*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF PLANO, TEXAS**

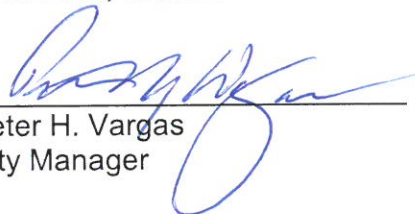
BY: \_\_\_\_\_  
Bruce Glasscock  
City Manager

APPROVED AS TO FORM:

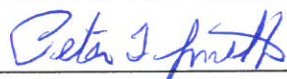
BY: \_\_\_\_\_  
Paige Mims  
City Attorney

EXECUTED this 12<sup>th</sup> day of September, 2018.

**CITY OF ALLEN, TEXAS**

BY:   
Peter H. Vargas  
City Manager

APPROVED AS TO FORM:

By:   
Peter G. Smith  
City Attorney  
(07-26-2018:FINAL TM101354)



## ACKNOWLEDGMENTS

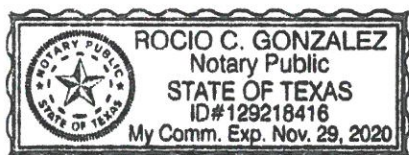
STATE OF TEXAS       )  
                                  )  
COUNTY OF COLLIN    )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by **BRUCE GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipality, on behalf of such corporation.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       )  
                                  )  
COUNTY OF COLLIN    )

This instrument was acknowledged before me on the 12<sup>th</sup> day of September, 2018, by **PETER H. VARGAS**, City Manager, of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on behalf of such Municipality.



Rocio C. Gonzalez  
Notary Public, State of Texas

## **EXHIBIT A TERMS OF USE**

1. The installation and maintenance of the Joint Radio System infrastructure equipment is the responsibility of the City of Plano (Radio Division) unless otherwise stated in this Agreement.
2. The City of Plano (Radio Division) is the holder of the FCC (Federal Communications Commission) license(s) that the Joint Radio System uses for its operation.
3. The City of Plano (Radio Division) makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. Subscribers are responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for their equipment.
4. Subscribers will be responsible for the acquisition and maintenance of all equipment utilized in connection with the Joint Radio System infrastructure, including, but not limited to, Subscriber Radios, consoles, and special equipment.
5. In order to ensure hardware and software compatibility with the Joint Radio System infrastructure, all Subscriber Radios and consoles intended for use on the Joint Radio System shall be compliant with Project 25 Phase II standards established by the Telecommunications Industry Association. The use of unauthorized radios on the Joint Radio System may result in suspended operation of the radios and/or termination of the Agreement.
6. Subscribers agree to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of radios. The use of short, broad spectrum, or "stubby," antennas is not recommended. Subscribers shall be solely liable for coverage gaps in the event they utilize short broad spectrum or stubby antennas or other antennas not approved by the manufacturer for use with the specific models of radios.
7. No antenna gain greater than 3 DB will be allowed for mobiles and consolettes.
8. Subscribers shall use due diligence in the maintenance and configuration of their radio equipment to ensure that no radio or console causes a degradation to the Joint Radio System operation. The City of Plano (Radio Division) shall have the right to remove from operation any field radio unit or equipment owned or leased by a subscriber that is operating on, attached and/or interfaced to the Joint Radio System infrastructure, if the City of Plano (Radio Division) determines in its sole reasonable discretion that such equipment is causing interference or harm to the Joint Radio System in any way. The City of Plano (Radio Division) reserves the right to request that subscriber operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by the

City of Plano (Radio Division). The cost of such testing or repair will be the sole responsibility of the subscriber. Furthermore, the City of Plano (Radio Division) shall have the right to deactivate, without prior notification to or consent of subscriber, any field radio or other equipment suspected of causing interference, intentionally or unintentionally, to any other radios on the Joint Radio System or to the System's overall operation.

9. Subscriber's Radios may be used for voice radio communications over the Joint Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect.

10. The City of Plano (Radio Division) will be responsible for managing infrastructure loading and demand. The City of Plano (Radio Division) reserves the right, without notice to incumbent users, to enter into a similar agreement with other entities or to deny the addition of new Subscriber Radio equipment to any user of the Joint Radio System. The Coordinating Committee shall have sole discretion in determining whether to allow additional users or radios based on the City of Plano's (Radio Division) determination of whether such addition to the Radio System can be made without adversely impacting the Joint Radio System.

11. Subscribers are prohibited from utilizing telephone interconnect on the Joint Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or subscriber's internal phone system(s) through a console patch into the Joint Radio System or to any Subscriber Radio on the System.

12. Due to the radio infrastructure resource allocations required by "Private Call," subscribers are not permitted to utilize "Private Call" on the Joint Radio System.

13. Subscribers utilization of data communications on the Joint Radio System will be limited to the System's OTAP or OTAR functions currently in use on the System. Performance of data communications over the Joint Radio System is not guaranteed. For programming changes involving more than ten Subscriber Radios, Subscribers agree to coordinate with the City of Plano (Radio Division) prior to executing changes to minimize impact on other users and on the System.

14. The administration of encryption keys will be performed exclusively by the City of Plano (Radio Division). Subscribers may utilize and administer other encryption methods as required.

15. The provision of Advanced System Keys (ASK) must be reviewed and approved by the Joint Radio System's Coordinating Committee. If approved, the City of Plano (Radio Division) will be responsible for issuing the ASK which will expire annually and the subscriber shall be responsible for requesting a new ASK following expiration if required. Subscribers will be responsible for safeguarding the security of the ASK to prevent theft and/or loss. Subscribers agree to notify the City of Plano (Radio Division) immediately upon the theft or loss of the ASK.

16. The City of Plano (Radio Division) will assign Subscriber Talk Group IDs unique to their operation. All Talk Group names shall include a prefix unique to the subscriber's agencies. No other agency will be authorized to use other agencies' Talk Groups without the express written permission of that agency and a copy of such permission must be on file with the City of Plano (Radio Division) before such use may occur. The City of Plano (Radio Division) reserves the right to require certain Talk Group IDs to be programmed in Subscriber Radios. Additionally, the City of Plano (Radio Division) shall have the right to limit the number of Talk Group IDs to be used by a Subscriber and to disable Talk Groups IDs, as it deems appropriate.

17. The City of Plano (Radio Division) will establish a coordinated Interoperable Communications Plan to apply to the City of Plano (Radio Division) and the users of the Joint Radio System. Subscribers agree to participate in the Plan and include the Plan's interoperable Talk Groups in the programming of their Radios and Console Systems.

18. Roaming to other systems or the use of Subscribers' Talk Groups on other trunked systems that are interconnected to the Joint Radio System is prohibited without prior approval by the City of Plano (Radio Division). Roaming to other trunked systems will be limited to the System's interoperable Talk Groups, although this capability may be terminated by the City of Plano (Radio Division) if its use is determined to result in performance degradation to either the Joint Radio System or the interconnected trunked system.

19. The City of Plano (Radio Division) will utilize a Network Management Console (NMC) to manage the Joint Radio System environment. The Radio Division will ensure the NMC is located in a secure area. All security patches related to operating systems and other associated software will be maintained at current manufacturer-tested levels. No other software applications may be utilized by the NMC.

20. The City of Plano (Radio Division) maintains aliases for units operating on the Joint Radio System. If a subscriber has acquired the capability to modify its aliases, it may administer and maintain its own subscriber unit aliases. From that point, the subscriber will be responsible for administering and maintaining its own subscriber unit aliases and the City of Plano (Radio Division) will no longer administer and maintain the subscriber unit aliases.

21. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. If required, all connectivity between the Console Systems and the Joint Radio System is the responsibility of the City of Plano (Radio Division), including software, hardware and carrier services. Unless otherwise approved by the City of Plano (Radio Division), connectivity will be achieved through microwave radio facilities. The use of other connectivity methods, including but not limited to fiber must be approved by the City of Plano (Radio Division). Subscribers may incur additional costs from the City of Plano (Radio Division) for other connectivity methods.

22. The City of Plano (Radio Division) has executed with Motorola Solutions a System Upgrade Agreement for the Console Systems and Site Repeater Systems that would be affected by the software upgrades. Those owned (or leased) and operated by Infrastructure subscribers must be covered by a System Upgrade Agreement at their expense. Unless Infrastructure Subscribers are notified otherwise by the City of Plano (Radio Division), the software for the Joint Radio System, all Site Repeater Systems and all Console Systems will be upgraded to the current level every two years. Infrastructure subscribers will provide all reasonable coordination necessary for the upgrade of its Console Systems. Infrastructure subscribers acknowledge that reductions in functionality may occur during the upgrade process.

#### **APPLICABLE FEES; TERMINATION; REFUNDS**

23. Subscribers shall pay the City of Plano (Radio Division) an annual Infrastructure Support Fee in the amount of \$32.00 per radio/month, per Subscriber Radio or console, and a \$2.00 per radio/month network access fee, for a total of \$34.00 per month per radio/console. The network access fee for infrastructure subscribers is \$1.00 per radio/console per month for a total charge of \$33.00 per month per radio/console. This fee is payable in advance on an annual basis for all active radio IDs issued to Subscribers at the time of the annual billing. Invoicing will occur on a pro-rata basis when new Radio IDs are issued, and thereafter, at the beginning of each the City of Plano fiscal year. There will be no refunds or credits for radios removed from service during the fiscal year.

The monthly per Subscriber Radio support and network fee covers access to the primary master site in Plano and the back-up site in Allen and the following City of Plano Radio Division services:

Radio Installation & Patching	Shipping & Receiving Devices
Loaner Program	Service, Parts, & Repair
FCC License Management	Solution Engineering
Encryption & Key Management	Talk Group Assignment
Network Problem Resolution	Service Center
Network Upgrade Management	Tower Operation & Maintenance
Radio Monitoring	On-Call Support (7x24x365)

24. With Coordinating Committee prior approval, the City of Plano (Radio Division) shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by the City of Plano (Radio Division) in the operation or maintenance of the Joint Radio System. Any increase in applicable fees will be effective at the beginning of the next City of Plano fiscal year. The City of Plano (Radio Division) shall provide subscribers with 120 days' written notice of any intended fee increase. Provided, however, that this notice period may be reduced if Motorola Solutions provides the City of Plano (Radio Division) with less than 120 days' notice of an increase in the



System Upgrade Agreement Fee and such reduced notice period shall not impact Subscriber's obligation to pay the increased fee.

25. Either subscribers or the City of Plano (Radio Division) may terminate this Agreement for any reason, with or without cause, upon one hundred twenty (120) days written notice to the other Party. If subscriber terminates, there will be no refunds or credits for any fee. If the City of Plano (Radio Division) terminates, the City of Plano (Radio Division) will issue a refund to subscriber of all fees, pro-rated to the end of the current fiscal year. The City of Plano (Radio Division), in its sole discretion, shall have the right to deny subscriber access to the radio infrastructure and/or the right to terminate the Agreement immediately if the subscriber fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. The City of Plano (Radio Division) further reserves the right to terminate this Agreement immediately, or deny access to subscriber, upon notice of subscriber misuse of the Joint Radio System. Notwithstanding the foregoing, the City of Plano (Radio Division), in its sole discretion, reserves the right to immediately deny access to subscriber, if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue, or other critical incident between the Master Switch and subscriber's environment. The City of Plano (Radio Division) will use its best efforts to restore access to subscriber as soon as possible once the security breach, emergency, operational issue, or critical incident is resolved.

#### **COMPLIANCE WITH LAWS**

26. Subscribers shall comply with all relevant Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. Subscribers will also comply with the guidelines, or procedures set out in this Agreement. Furthermore, subscribers are responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for Subscriber Radio equipment. Furthermore, subscribers will be responsible for payment of any fines and penalties levied against the City of Plano (Radio Division) (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by the subscriber.

27. In order to comply with Federal, State, and Local Laws and/ or Mandates, the City of Plano (Radio Division), as the license holder for the Plano/Allen portion of the Joint Radio System, may need to act on behalf of subscribers regarding possible modifications, reconfiguration, or exchange of Subscriber Radio equipment in order to meet these obligations. For as long as this Agreement is in force, subscribers will allow the City of Plano (Radio Division) to facilitate such activities on subscriber's behalf, as necessary.

28. In the instance where the Subscriber's Radio equipment is to be replaced in order to be in compliance with Federal, State, and Local Laws and/or Mandates, title and ownership of such replacement Subscriber Radio equipment, if delivered to the City of Plano (Radio Division) site, shall pass directly to the owner of the equipment that is being replaced. Subscriber shall provide the City of Plano (Radio Division), or its designee, with

the Subscriber Radio equipment to be replaced, in good working order, as determined by the City of Plano (Radio Division) or its designee. Subscribers shall be liable for payment of any fees associated with (i) radios deemed to be not in proper working order and (ii) upgrades to Subscriber's Radio equipment.

29. As the owners of the simulcast master sites, the Cities of Plano and Allen will have the right to charge subscribers, as members who directly use the master sites, an annual fee for the license to connect to and use the master sites.

30. Subscribers on the Plano and Allen Joint Radio System shall coordinate with the City of Plano (Radio Division) to program individual radios, consoles, or consolettes. The Joint Radio System owners will cooperate with one another in relation to such programming, and must comply with Plano and Allen's programming policies.

31. The City of Plano (Radio Division) will not deny or restrict permission for subscribers to program radios, consoles, or consolettes onto the master sites as long as those devices comply with P25 Phase II standards. Devices added during the fiscal year will be billed on a prorated basis at the end of that fiscal year. The City of Plano (Radio Division) will maintain a database of all radios, consoles, and consolettes programmed onto the master switches during the fiscal year and charge the relevant member an adjustment fee.

32. Subscribers will provide to the City of Plano (Radio Division) a list or report of the member agencies total number of Subscriber Radios in its system 120 days prior to the beginning of the upcoming fiscal year budget process.

Should subscribers program radios, consoles, or consolettes onto the master sites and those radios, consoles, or consolettes are not included in the member's subscriber count at the start of the fiscal year, then the City of Plano (Radio Division) may charge the member an adjustment fee.

The adjustment fee will be calculated as if the subscriber's count and the Joint Radio System's total subscriber count had included all such radios, consoles, and consolettes programmed during the year. An adjustment fee under this section will be added to the member's fee for the next contract year to give the member the time to process the additional fee in its budget process.

33. The City of Plano (Radio Division) will maintain a database of all Joint Radio System IDs and will provide this information upon request to subscribers. Entities connected to the radio network are encouraged to maintain their subscriber information and to make updates as changes occur. End of the fiscal year billing, including any prorated amounts will be based on these databases.

34. The Cities of Plano and Allen shall grant a license to subscribers to allow them to connect and integrate their radios to the Cities' ASTRO 25 master site according to the standards and specifications so that the total subscriber group is able to conduct its

routine operations and route its wide-area radio and dispatch audio and data through the Plano and Allen's ASTRO 25 master sites.

Subscriber connectivity includes the right to set the number of individual Subscriber Radios and dispatch consoles on the Joint Radio System. Subscribers will comply with the rules for programming radios and consoles onto the master switches set by the City of Plano (Radio Division). Subscribers' fees will be based on the total number of Subscriber Radios.

35. The Cities of Plano and Allen have designated the ASTRO 25 master site in Plano as the primary master site of the Joint Radio System and the ASTRO 25 master site in Allen as the DSR site. The Cities may change these designations at their option. No Party shall purchase, install or use equipment on the Joint Radio System, unless such use is approved by the other Party in writing. All subscriber units shall be equipped with P25 Phase II digital architecture. Additionally, agencies may request subscriber units that are backwards compatible to Motorola Privacy Plus Smartnet systems for interoperability with other agencies.



## EXHIBIT B DEFINITIONS

The following definitions are not all-inclusive, but shall have the meanings set forth below and apply to this Agreement and the Terms of Use set forth herein:

**“Console System”** -- all hardware and software associated with any dispatch console or set of consoles that connect to the Plano / Allen Master Sites.

**“Infrastructure Support Fee”** -- the annual fee charged by the City of Plano (Radio Division) to offset costs incurred in the operation and maintenance of the Joint Radio System.

**“Interoperable Communications Plan”** (the “Plan”) -- the plan developed and established by the City of Plano (Radio Division) and the Coordinating Committee to facilitate, enhance and simplify radio communications among all agencies utilizing the Joint Radio System or connecting their Site Repeater Systems or Console Systems to the Plano / Allen Master Sites.

**“Master Site”** -- the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Joint Radio System. The Master Sites are currently located in Plano and Allen tower facilities.

**“Over The Air Rekeying” (“OTAR”)** -- the management and support of Subscriber Radio, encryption keys via over-the-air, radio channel transmission.

**“Over the Air Programming” (“OTAP”)** -- the method of implementing programming changes to Subscriber Radios using the over-the-air data capabilities of the Joint Radio System.

**“Private Call”** -- a feature that reserves channel resources specifically for conversations between two Subscriber Radios.

**“Site Repeater System”** -- the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to Plano/Allen Master Sites.

**“Subscriber Radio”** -- a radio that has a unique identification number and is programmed to operate on the Joint Radio System. The term shall include, but not be limited to, control stations (desktop radios), consoles, consolette, mobile radios, and portable radios. Subscriber radio are individual radios. The number of Subscriber Radios permitted on the system shall be reviewed and approved by the Coordinating Committee.

**“Infrastructure Subscribers”** -- any entity who builds infrastructure such as a tower with communications, repeaters, and backhaul infrastructure connected to the Joint Radio

System will be considered Infrastructure Subscriber. Radio rates for Infrastructure Subscribers are the same as standard subscribers.

**"Radio Subscriber"** -- any governmental entity, not an owner of infrastructure, that is connected to the master site(s) on the Joint Radio System.

**"Talk Group"** -- a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources. A talk group is comparable to a "channel" used on a conventional system. The term "talk group" shall mean a group of radio users in a common functional responsibility that transmit and talk among themselves. The number of talk groups that each Party to this Agreement may maintain shall not exceed fifteen percent (15%) of the total number of their respective subscriber units as hereinafter defined. For example, a city with 500 active subscriber units shall have no more than 75 talk groups. The number of talk groups used by subscribers shall be determined by the Coordinating Committee.

**"Patching"** -- Cross connecting or patching of radio, talk groups to talk groups or channels on other radio systems shall be done only as necessary for a specific event or emergency. Continuous patching to other systems or agencies requires the prior written approval of the Coordinating Committee.

**"Technical Committee"** -- A committee consisting of representative(s) from each entity utilizing the Plano and Allen Joint Radio System. This group will function as advisers to the Coordinating Committee regarding technology, new Subscribers, microwave network capacity planning, communication plan, and tasks assigned by the Coordinating Committee.



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/8/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

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### CAPTION

**Resolution No. 2018-10-1(R):** To authorize the sale of a Temporary Construction Easement for a water transmission pipeline along Shiloh Road to the North Texas Municipal Water District; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date.  
**Adopted**

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### FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	3,466	0	3,466
Balance	0	3,466	0	3,466

**FUND(S):** General Fund

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**COMMENTS:** This item permits the sale of a temporary construction easement to the North Texas Municipal Water District for \$3,466. Proceeds from this sale will be deposited to the General Fund.

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### SUMMARY OF ITEM

The North Texas Municipal Water District (NTMWD) is planning to construct a water transmission pipeline to provide additional treated water capacity to Member cities and Customers along Shiloh Road from Renner Road to the Plano. No. 2 Delivery Point located on 14<sup>th</sup> Street The proposed construction

necessitates the need for an easement of 0.318 acres. The District has agreed to pay the appraised value of \$3,466 for the Easement. Staff recommends approval of the Resolution to authorize the sale of the Easement.

**Strategic Plan Goal:**

Financially Strong City with Service Excellence, Partnering for Community Benefit

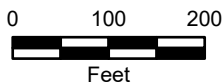
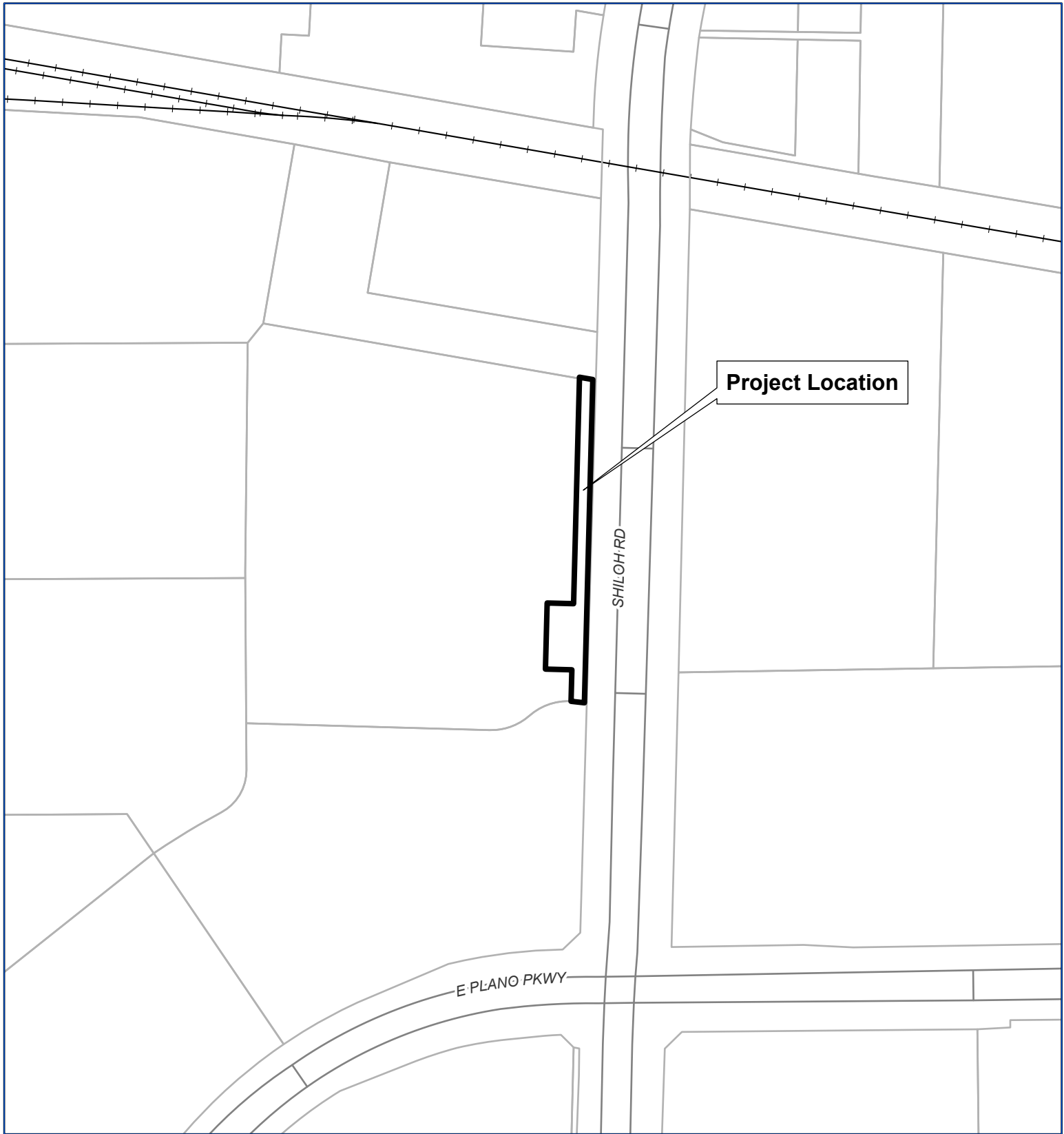
**Plano Tomorrow Plan Pillar:**

Economic Environment, Regionalism

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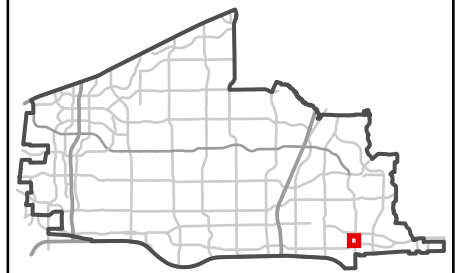
**ATTACHMENTS:**

Description	Upload Date	Type
Map	9/20/2018	Map
Resolution	9/20/2018	Resolution



**Temporary Construction Easement**  
**Renner to Plano Delivery No. 2 Pipeline**  
**North Texas Municipal Water District**

**Project Location**



**A Resolution of the City of Plano, Texas, authorizing the sale of a Temporary Construction Easement for a water transmission pipeline along Shiloh Road to the North Texas Municipal Water District; authorizing the City Manager or his designee to execute any and all documents in connection therewith; and providing an effective date.**

**WHEREAS**, the City of Plano ("City") owns a tract of land described in Exhibit "A" to the Regional Water System Temporary Construction Easement, which is attached to this Resolution as Exhibit "1" (the "Property"); and

**WHEREAS**, the City proposes to sell, for fair-market value, an Easement for a water transmission pipeline to provide additional treated water capacity to Member Cities and Customers along Shiloh Road from Renner Road to the Plano No. 2 Delivery Point located on 14<sup>th</sup> Street, to the North Texas Municipal Water District; and

**WHEREAS**, the District wishes to buy, for fair-market value, the above-described Easement from the City; and

**WHEREAS**, Texas Local Government Code Section 272.001(b)(5) provides that the notice and bidding requirements do not apply to this type of conveyance.

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

**Section I.** The City Council hereby determines that the appraised value of \$3,466.00 is the fair-market value of the Easement.

**Section II.** The City Manager or his designee is hereby authorized and directed to execute on behalf of the City any and all documents necessary for the conveyance of the Property, including an Easement for a water transmission pipeline, a copy of said Easement being attached hereto as Exhibit "1" and incorporated herein for all purposes.

**Section III.** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code as amended.

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

**DULY PASSED AND APPROVED** this the 8<sup>th</sup> day of October, 2018.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

**REGIONAL WATER SYSTEM  
TEMPORARY CONSTRUCTION EASEMENT  
RENNER TO PLANO DELIVERY POINT NO. 2 PIPELINE  
PROJECT NO. 101-0462-17**

STATE OF TEXAS           §       KNOWN ALL MEN BY THESE PRESENTS:  
                                     §  
COUNTY OF COLLIN       §

THAT the undersigned, **CITY OF PLANO**, (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid by the **NORTH TEXAS MUNICIPAL WATER DISTRICT** (hereinafter called "Grantee") the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed, and by these presents, does grant, sell and convey unto the Grantee a Temporary Construction Easement, in and through those certain premises owned by Grantor to construct, operate, reconstruct, maintain, and remove one pipeline during the term of this Temporary Construction Easement, for the transportation of water, with all incidental equipment, and appurtenances under or through the following described lands situated in Collin County, Texas, to-wit:

**SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION**

The Temporary Construction Easement granted and described herein will terminate and cease upon completion of the construction and testing of the pipeline. Said Temporary Construction Easement is described in Exhibit "A".

Grantee, and Grantee's successors and assigns, shall have the continued and unobstructed right of ingress and egress over the permanent easement granted for the installation, operation, inspection, and maintenance of Grantee's facilities.

Grantee, and Grantee's successors and assigns, agrees to bury said pipeline to a depth of at least 48" from the top of the pipeline to existing ground surface. Grantee will, insofar as practicable, restore the ground disturbed by the laying, constructing, repairing, maintaining, replacing or removing of said pipeline, and will take such steps as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee will separate the topsoil during construction by double-ditching and will restore said topsoil within the easement. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the pipeline and will restore all improvements, including fences, driveways, bridges, drainage channels, and other improvements damaged through the use of said easement to substantially the same condition as they were prior to the construction of the pipeline. Grantee agrees to re-seed the easement areas after construction of said pipeline.

Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the reasonable judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the installation and operation of said pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of any and all improvements,



buildings, reservoirs or other obstructions on said permanent easement, except as are specifically allowed under the terms hereof. Grantor shall not construct or permit to be constructed, any house, building, reservoir, or other prohibited improvement on or within the permanent easement or remove soil which would impair the lateral support for Grantee's pipeline or leave it with insufficient cover for the safe operation of said pipeline. However, Grantor retains the right, to cross the permanent easement area with fences, streets, roads, and utilities ("facilities") at angles not less than 45 degrees provided that said facilities do not endanger or interfere with Grantee's pipeline and provided that Grantee is provided with a copy of the construction plans and drawings not less than 30 days before the beginning of construction of said facilities. Grantor shall not grant any other easements within the permanent easement which would (1) endanger or interfere with the safe and efficient operation of Grantee's pipeline, or (2) cross Grantee's easement at less than a 45 degree angle. Grantee may not fence or enclose the easement but may install gates in any fence along or crossing the easement for access.

If Grantee should abandon the rights granted herein for said pipeline and appurtenances constructed upon said land and, if such abandonment should continue for a continuous period of as long as thirty-six (36) months, all rights of Grantee herein shall terminate and revert to Grantor, their heirs, legal representatives, successors and assigns. Grantee shall have the right for one year following any termination of this easement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor.

Grantee shall have the right to assign the easement in whole or in part to one or more assignees. Grantee, shall indemnify, defend, assume all liability for, and hold harmless the Grantor, its successors and assigns, from all actions, claims, suits, penalties, obligations, liabilities, and/or injuries and/or death to persons that may be caused by Grantee's activities pursuant to this Easement, or arising out of or in connection with such activities. Nothing in this indemnity provision shall be read to extend indemnification to Grantor for Grantor's own negligence, gross negligence, or intentional tortuous acts in the performance of this Easement.

The above described easements and rights shall inure unto the said Grantee, and Grantee's successors and assigns, and the covenants and agreements contained herein shall constitute covenants running with the land, binding upon Grantor, its legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

By executing this Easement, the undersigned represents that they are duly authorized to execute this document; that Grantor is the owner of fee simple title to the property across which the easement is being granted; that the property is held by Grantor free and clear of any liens or encumbrances and that Grantor is the sole party entitled to receive the consideration being paid for the easement.

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

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

THE STATE OF TEXAS           §

§

COUNTY OF COLLIN           §

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ & \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_



# EXHIBIT "A"

TEXAS UTILITIES COMPANY  
CALLED 1.6532 ACRES  
VOL. 3409, PG. 17, D.R.C.C.T.



**TOPOGRAPHIC**  
LOYALTY INNOVATION LEGACY

1400 EVERMAN PARKWAY, Ste. 197 • FT. WORTH, TEXAS 76140  
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548  
TEXAS FIRM REGISTRATION NO. 10042504  
WWW.TOPOGRAPHIC.COM



1/2" CIRCF HALFF ASSOC.

L9

L8

L1

1/2" CIRCF HALFF ASSOC.

SCALE: 1" = 100'  
0 100' 200'

CITY OF PLANO  
LOT 8, BLOCK 1  
PLANO TECH CENTER  
VOLUME N, PAGE 578  
P.R.C.C.T.

**POB VARIABLE WIDTH TEMPORARY  
CONSTRUCTION EASEMENT**

N:7055880.19

E:2530880.65

TEXAS POWER & LIGHT COMPANY  
CALLED 2.879 ACRES  
VOL. 874, PG. 566, D.R.C.C.T.

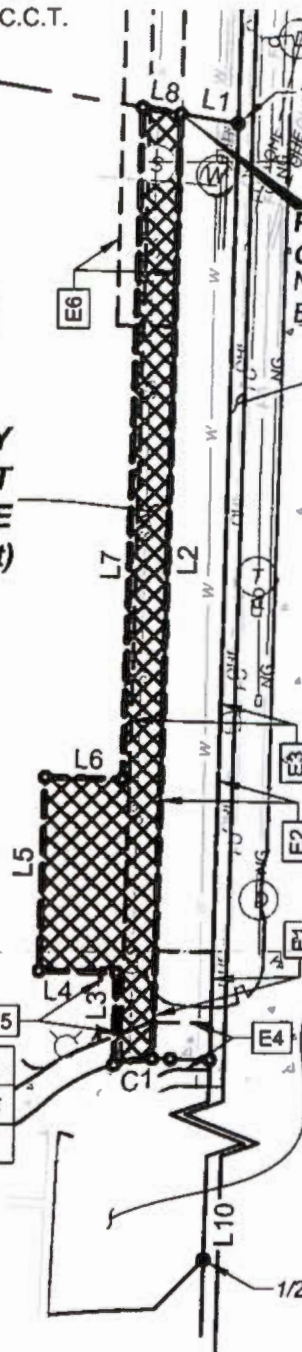
**VARIABLE WIDTH TEMPORARY  
CONSTRUCTION EASEMENT  
0.318 OF AN ACRE  
(13836 Square Feet)**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S80° 12' 22"E	30.16
L2	S01° 29' 23"W	488.94
L3	N01° 29' 23"E	47.64
L4	N88° 30' 37"W	40.00
L5	N01° 29' 23"E	100.00
L6	S88° 30' 37"E	40.00
L7	N01° 29' 23"E	347.82
L8	S80° 12' 22"E	20.21
L9	N80° 12' 22"W	460.17
L10	S01° 29' 40"W	349.32

**D. YEAMANS SURVEY  
ABSTRACT NO. 1043**

APPROXIMATE  
ABSTRACT LINE

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	20.37	88.00	13°15'35"	S81°18'19"W	20.32



**SHILOH ROAD**  
(VARIABLE WIDTH RIGHT-OF-WAY)

LOT 3, BLOCK 1  
PLANO TECH CENTER  
VOLUME N, PAGE 578  
P.R.C.C.T.

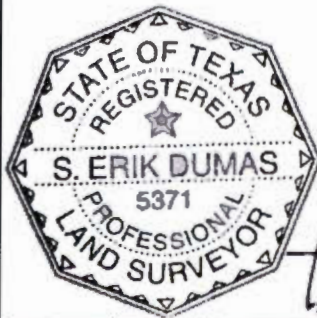
**JAMES T. McCULLOUGH SURVEY  
ABSTRACT NO. 633**

1/2" CIRCF HALFF ASSOC.

## LEGEND

NATURAL GAS LINE  
SANITARY SEWER LINE  
STORM SEWER LINE  
OVERHEAD ELECTRIC LINE  
WATER LINE

- IRON ROD FOUND
- CALCULATED POINT
- ⊕ FIRE HYDRANT
- ⊗ WATER METER
- ⊗ WATER VALVE
- ⊗ WATER MANHOLE
- ⊗ UNKNOWN MANHOLE
- ⊗ STORM DRAIN MANHOLE
- ⊗ SANITARY SEWER MANHOLE
- ⊗ TELEPHONE MANHOLE
- ⊗ ELECTRIC METER



S. ERIK DUMAS, R.P.L.S. No. 5371  
SURVEYED ON THE GROUND: MAY 26, 2017

**VARIABLE WIDTH  
TEMPORARY  
CONSTRUCTION  
EASEMENT**

DATE: 3/29/2018

FILE: APN\_NTMWD\_30 UTILITY EASEMENT 12

DRAWN BY: FCN

SHEET: 1 OF 3

## REVISION:

INT	DATE

## NOTES:

1. ORIGINAL DOCUMENT SIZE: 11" X 8.5"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1983.
3. CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
5. POB = PLACE OF BEGINNING
6. O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
7. D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
8. M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
9. SEE ATTACHED SHEET 2 OF 3 FOR TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION.



# EXHIBIT "A"

## NORTH TEXAS MUNICIPAL WATER DISTRICT PLANO EASTSIDE PIPELINE PROJECT CITY OF PLANO, COLLIN COUNTY, TEXAS

### VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

BEING A 0.318 OF AN ACRE TRACT OF LAND SITUATED IN THE JAMES T. McCULLOUGH SURVEY, ABSTRACT NO. 633 AND THE D. YEAMANS SURVEY, ABSTRACT NUMBER 1043, CITY OF PLANO, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF LOT 8, BLOCK 1 OF PLANO TECH CENTER, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME N, PAGE 578 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 8 AND ON THE SOUTH LINE OF A CALLED 1.6532 ACRE TRACT DESCRIBED IN DEED TO TEXAS UTILITIES COMPANY, AS RECORDED IN VOLUME 3409, PAGE 17 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS AND ON THE WEST LINE OF 30' TEXAS MUNICIPAL WATER DISTRICT WATER LINE EASEMENT, AS RECORDED IN VOLUME 745, PAGE 676 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "HALFF ASSOC." FOUND AT THE NORTHEAST CORNER OF SAID LOT 8 AND AT THE SOUTHEAST CORNER OF SAID 1.6532 ACRE TRACT BEARS SOUTH 80 DEGREES 12 MINUTES 22 SECONDS EAST, A DISTANCE OF 30.16 FEET;

THENCE SOUTH 01 DEGREES 29 MINUTES 23 SECONDS WEST, DEPARTING SAID NORTH LINE OF LOT 8 AND SAID SOUTH LINE OF 1.6532 ACRE TRACT, CROSSING SAID LOT 8, WITH SAID WEST LINE OF WATER LINE EASEMENT AND WITH THE WEST LINE OF 30' NORTH TEXAS MUNICIPAL WATER DISTRICT WATER LINE EASEMENT, AS RECORDED IN VOLUME 745, PAGE 681 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, A DISTANCE OF 488.94 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 8 AND ON THE NORTH LINE OF LOT 3 OF SAID BLOCK 1 AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 88.00 FEET;

THENCE WITH SAID SOUTH LINE OF LOT 8 AND SAID NORTH LINE OF LOT 3 AND WITH SAID CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF SOUTH 81 DEGREES 18 MINUTES 19 SECONDS WEST, 20.32 FEET, AN ARC LENGTH OF 20.37 FEET TO A POINT;

THENCE DEPARTING SAID SOUTH LINE OF LOT 8 AND SAID NORTH LINE OF LOT 3, CROSSING SAID LOT 8 THE FOLLOWING:

NORTH 01 DEGREES 29 MINUTES 23 SECONDS EAST, A DISTANCE OF 47.64 FEET TO A POINT;


NORTH 88 DEGREES 30 MINUTES 37 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A POINT;

NORTH 01 DEGREES 29 MINUTES 23 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A POINT;


SOUTH 88 DEGREES 30 MINUTES 37 SECONDS EAST, A DISTANCE OF 40.00 FEET TO A POINT;

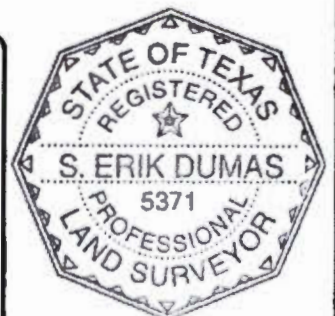
NORTH 01 DEGREES 29 MINUTES 23 SECONDS EAST, A DISTANCE OF 347.82 FEET TO A POINT ON SAID NORTH LINE OF LOT 8 AND ON SAID SOUTH LINE OF 1.6532 ACRE TRACT;

THENCE SOUTH 80 DEGREES 12 MINUTES 22 SECONDS EAST, A DISTANCE OF 20.21 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.318 OF AN ACRE TRACT OF LAND.

  
S. ERIK DUMAS, R.P.L.S. No. 5371  
SURVEYED ON THE GROUND: MAY 26, 2017

VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT	REVISION:		NOTES:
	INT	DATE	
DATE: 3/29/2018			1. ORIGINAL DOCUMENT SIZE: 11" X 8.5" 2. ALL BEARINGS, DISTANCES, ACREAGES AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), U.S. SURVEY FEET, NORTH AMERICAN DATUM 1983. 3. SEE ATTACHED EXHIBIT "A" SHEET 1 OF 3 FOR PLAT MAP
FILE: APAL_NTMWD_30' UTILITY EASEMENT 12			
DRAWN BY: FCN			
SHEET: 2 OF 3			

**TOPOGRAPHIC**  
LOYALTY INNOVATION LEGACY  
1400 EVERMAN PARKWAY, Ste. 197 - FT. WORTH, TEXAS 76140  
TELEPHONE: (817) 744-7512 - FAX (817) 744-7548  
TEXAS FIRM REGISTRATION NO. 10042504  
WWW.TOPOGRAPHIC.COM

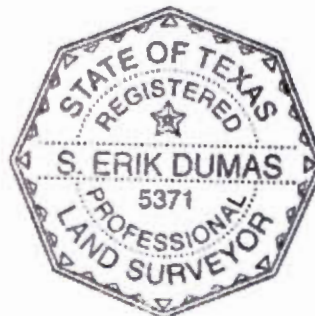


**EXHIBIT "A"**  
**EXISTING EASEMENT TABLE**

EASEMENT NO.	EASEMENT TYPE	RECORDING INFORMATION
E1	30' NORTH TEXAS MUNICIPAL WATER DISTRICT WATER LINE EASEMENT TRACT B	VOLUME 745, PAGE 681; DRCCT
E2	30' NORTH TEXAS MUNICIPAL WATER DISTRICT WATER LINE EASEMENT	VOLUME 745, PAGE 676; DRCCT
E3	TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT	VOLUME 868, PAGE 245; DRCCT
E4	24' UTILITY, ACCESS & FIRE LANE EASEMENT	VOLUME N, PAGE 578; PRCCT
E5	10' WATER EASEMENT	VOLUME N, PAGE 578; PRCCT
E6	30' SANITARY SEWER EASEMENT TRACT NO. 2 CITY OF PLANO	VOLUME 578, PAGE 381; DRCCT

*S. Erik Dumas*

S. ERIK DUMAS, R.P.L.S. No. 5371  
SURVEYED ON THE GROUND: MAY 26, 2017



VARIABLE WIDTH  
TEMPORARY  
CONSTRUCTION  
EASEMENT

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3. SEE ATTACHED EXHIBIT "A" SHEETS 1 OF 3 FOR PLAT MAP

DATE: 3/29/2018

FILE: APAL\_NTMWD\_30' UTILITY EASEMENT 12

DRAWN BY: FCN

SHEET: 3 OF 3



**TOPOGRAPHIC**  
LOYALTY INNOVATION LEGACY

1400 EVERMAN PARKWAY, Ste. 187 • FT. WORTH, TEXAS 76140  
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548  
TEXAS FIRM REGISTRATION NO. 10042504  
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## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/8/2018

Department: Health

Department Head: Rachel Patterson

Agenda Coordinator: Doris Callaway

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### CAPTION

**Ordinance No. 2018-10-2:** To repeal Ordinance Nos. 2008-7-10 and 2008-11-15 codified as Article VIII, Waste Hauling of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano and replacing it with a new Article VIII, Liquid Waste Management; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause and an effective date. **Adopted**

---

### FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): N/A

---

**COMMENTS:** This item has no financial impact.

---

### SUMMARY OF ITEM

Repealing Ordinance Nos. 2008-7-10 and 2008-11-15 and replacing it with a new Article VIII, Liquid Waste Management.

**Strategic Plan Goal:**

**Plano Tomorrow Plan Pillar:**

---

**ATTACHMENTS:**

Description	Upload Date	Type
MEMO	9/27/2018	Memo
NTMWD LETTER OF SUPPORT	9/27/2018	Letter
GDRA EMAIL SUPPORT	9/27/2018	Letter
ORDINANCE	10/4/2018	Ordinance

**Date:** September 26, 2018

**To:** Bruce D. Glasscock, City Manager  
Mark Israelson, Senior Deputy City Manager

**From:** Rachel Patterson, Director of Environmental Health & Sustainability

**Subject:** Liquid Waste Management Ordinance

---

At the October 8, 2018 City Council meeting, I will respectfully ask for Council consideration of the proposed revision to the Liquid Waste Management ordinance and the repeal of the current ordinance. At the September 24, 2018 City Council Preliminary Open Meeting Jerry Cosgrove, Director of Public Works, and I gave a presentation on the proposed revisions. Revisions are necessary due to the implementation of the Capacity, Management, Operation & Maintenance (CMOM) plan required by the EPA. The CMOM is a plan that documents processes and procedures impacting how the City manages and maintains its wastewater collection system, specifically related to addressing Sanitary Sewer Overflows (SSOs). The objective is to optimize system performance and develop plans and maintenance activities to operate, manage, and maintain collection systems to avoid SSOs. A major component of this plan is the commitment to regulate the discharge of Fats, Oils, and Grease (FOG) to the wastewater collection system.

The Public Works Department is responsible for maintaining 1,001 miles of publicly owned sanitary sewer pipelines and 6 lift stations. To keep the sewer system functioning properly, the City will need to implement a grease trap inspection program. Current city ordinances impose various requirements for commercial sewer system users, including the installation and maintenance of grease traps and other related devices within the sewer system, but most of these traps are not currently regularly inspected to ensure proper function and maintenance. Regular staff inspections, coupled with the provision of education regarding program requirements, should help to minimize the discharge of FOG into the sewer lines. As a last resort, enforcement actions could be initiated.

While Public Works maintains the sewer lines, it was determined the Environmental Health & Sustainability Department (EH&S) would be best suited for inspection of the traps and enforcement of the requirements as EH&S has ongoing relationships with the regulated parties and is well-versed in inspection and enforcement activities. As the administrator of the City's state issued stormwater permit, EH&S also has vested interest in ensuring SSOs are avoided in order to preserve water quality within the city limits and beyond.

The proposed ordinance will make the following significant changes to the current ordinance:

1. Food Service Facilities that generate FOG will be required to obtain a permit for their grease trap(s) and they will receive an annual inspection. Please note, inspectors currently require documentation of grease trap evacuation, but the traps themselves are not inspected.
2. Food service facilities with grease traps will be charged an annual permit fee of \$50.00 which will be a new permit/fee. Grit/Sand traps are currently inspected/regulated under this ordinance and permitted at \$250 per year; however, under the proposed ordinance and new fee schedule, these facilities will be charged a lower annual permit fee of \$50.00. As this is a new program, we estimate this represents an



approximately 50% cost recovery through fees with the remaining portion funded by the Municipal Drainage Fund. Cost recovery will continue to be monitored and fees adjusted as necessary.

3. Ability to require installation of a new trap if the current trap is not working or inadequately sized.
4. If an establishment closes, the operator is responsible to evacuate the grease or grit/sand trap prior to abandoning the property.
5. Documentation of grease trap and grit/sand trap evacuation (pumping) must be maintained for three years (current requirement is five years).
6. Grease traps must be evacuated a minimum of every 90 days or more frequently under certain circumstances (current requirement: 90 days).
7. Grit/Sand traps must be evacuated a minimum of every 180 days (currently 90 days).
8. Variances from minimum service levels may be obtained under certain circumstances.
9. Spills from grease or grit/sand traps must be reported immediately to the Department of Environmental Health & Sustainability and cleaned immediately.
10. Sample ports will be required on new traps, and as needed on existing traps (if there is a water quality issue with discharge).
11. New and existing auto shops with floor drains must install a grit/sand trap. If they do not want to install a grit/sand trap, the floor drains may be capped to prevent prohibited discharge to the sewer system.
12. Liquid waste transporters must have a functional volume measuring or indicating device.
13. Transporter vehicle exteriors must be clean and odor free at the beginning of each work day.
14. Completed documentation of trap evacuation must be submitted by transporters to the city within 15 days (currently monthly).
15. Liquid waste that is hauled off-site is required to be removed by a liquid waste transporter operating under a city permit and recorded on a City of Plano trip ticket form to ensure the city can track that this waste stream is disposed of properly.

Public outreach included:

1. Announcement of ordinance and public meetings at a Chamber of Commerce Hospitality Group meeting.
2. Two public meetings held at Municipal Center and Haggard Library. Meeting announcement was by mass mailing of postcard to each food service facility, auto shop, car wash, and liquid waste transporter.
3. Ordinance made available online for comments with summary sheet of how the ordinance would specifically affect each industry (restaurants, auto shops, car washes, and liquid waste transporters).
4. Further outreach included:
  - a. Second mailing to all affected food service facilities
  - b. Tweet to food service facilities registered with Communications and Community Outreach
  - c. Additional public meeting at Chamber of Commerce geared toward food service facilities
5. Communication with Greater Dallas Restaurant Association (GDRA) at beginning and end of process.
6. Communication with North Texas Municipal Water District – review of ordinance, letter of support.

Comments were recorded from public meetings and incorporated into the ordinance revisions. In general, questions received during public outreach were focused on clarification of new regulations.

This ordinance has the support of the GDRA as well as the North Texas Municipal Water District. The GDRA believes the impact and fee are minimal and the program will be helpful to their constituents in keeping their grease traps, a significant investment, in good working order. The District is supportive in that the ordinance will contribute to protection of the sanitary sewer system and minimize SSOs.

Should you have any questions regarding this request please feel free to contact me.



*Regional. Reliable. Everyday.*

September 21, 2018

Mayor Harry LaRosiliere and City Council  
Office of the Mayor  
1520 K Avenue  
Plano, TX 75074

Dear Mr. LaRosiliere:

It is my pleasure to write a letter of support for the liquid waste ordinance update being considered by the City of Plano Council.

North Texas Municipal Water District, City of Plano, and other Regional Wastewater System Member Cities have partnered in the past three years to establish and implement capacity management, operations, and maintenance (CMOM) plans. These efforts have been an excellent example of living out our vision statement – Regional Service Through Unity, Meeting Our Regions Needs Today and Tomorrow. This liquid waste ordinance update represents continued progress in managing our collections systems. The proposed liquid waste ordinance includes regulation of fats, oils, and grease (FOG) into the wastewater collection system. FOG is the largest cause of sanitary sewer overflows around the country and FOG programs are a critical component to properly operating and managing a collection system.

We are happy to continue to support activities such as this which protect public health and the environment.

Sincerely,

THOMAS W. KULA  
Executive Director

## Rachel Patterson

---

**From:** Jerry Walker <jwalker@gdra.org>  
**Sent:** Wednesday, September 26, 2018 3:18 PM  
**To:** Rachel Patterson  
**Subject:** RE: Update: Grease Trap Ordinance

Rachel, thank you so much for keeping me advised on this issue. I truly believe this is both fare as well as necessary. The association supports both the grease trap proposal and the new permit fee structure too. Please let me know if there is anything else we can help with either in this regard or something else that comes up.

Sincerely,

Jerry Walker  
Executive Director  
GREATER DALLAS RESTAURANT ASSOCIATION

---

**From:** Rachel Patterson <rachelp@plano.gov>  
**Sent:** Wednesday, September 26, 2018 1:31 PM  
**To:** Jerry Walker <jwalker@gdra.org>  
**Subject:** Update: Grease Trap Ordinance

Hi Jerry,

In the interest of keeping you in the loop, I wanted to give you a quick update on the liquid waste ordinance that contains requirements for inspection of grease traps.

I presented the proposed revisions to the city council on Monday night. We will be taking the ordinance to the October 8, 2018 city council meeting for consideration with a proposed effective date of January 1, 2019.

Aside from the \$50.00 permit fee and inspection the grease trap will receive, we believe the revised regulations will have minimal impact on the restaurant's operations, and like you, are optimistic that the inspection and education will be beneficial to the operators, as we both know what a significant investment a grease trap is and how detrimental failure of these devices can be.

We look forward to our continued great working relationship!

Kind Regards,  
Rachel

Please take a moment to complete the City of Plano [Customer Satisfaction Survey](#).



Rachel Patterson  
*Director of Environmental Health and Sustainability*  
1520 K Avenue, 2nd Floor  
Suite 210, Plano, Texas 75074  
T 972.941.7143  
F 972.941.7142  
[rachelp@plano.gov](mailto:rachelp@plano.gov)  
[plano.gov](http://plano.gov)

Connect with Plano



**An Ordinance of the City of Plano, Texas, repealing Ordinance Nos. 2008-7-10 and 2008-11-15 codified as Article VIII, Waste Hauling of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano and replacing it with a new Article VIII, Liquid Waste Management; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause and an effective date.**

**WHEREAS**, on July 28, 2008, the City Council of the City of Plano duly passed Ordinance No. 2008-7-10, and adopted certain revisions per Ordinance No. 2008-11-15 on November 10, 2008 codified as Article VIII, Waste Hauling of the Code of Ordinances of the City of Plano; and

**WHEREAS**, the establishment and implementation of the Capacity, Management, Operation & Maintenance plan for management of the wastewater collection system is federally required, and staff recommends adopting the revised standards to include regulations on the discharge of fats, oils, and grease and other pollutants to the wastewater collection system to satisfy federal requirements; 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 in the best interest of the City and its citizens and to promote health, safety, and welfare of the citizens of Plano and the general public, the current Waste Hauling ordinance as provided in Article VIII, Code of Ordinances be repealed in its entirety and a new Article VIII, Liquid Waste Management be adopted.

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

**Section I.** Ordinance Nos. 2008-7-10 and 2008-11-15 codified as Article VIII, Waste Hauling of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano are hereby repealed and replaced with this new Article VIII, Liquid Waste Management, to read in its entirety as set forth below:

**“ARTICLE VIII. - LIQUID WASTE MANAGEMENT**

**DIVISION 1. - GENERALLY**

**Sec. 21-351. Applicability.**

This Article shall not apply to residential uses.

**Sec. 21-352. Definitions.**

For the purpose of this Article, the terms and phrases used in this Article shall have the following meanings:

*Approved.* Accepted as satisfactory under terms of this Article and is given written approval by the approving authority.

*Approving authority.* City of Plano or its duly authorized deputy, agent or representative.

*Director.* Director of the City of Plano Environmental Health and Sustainability Department or his or her duly authorized representative.

*Disposal.* The discharge, deposit, injection, dumping, spilling, leaking, or placing of grease trap waste, grit trap waste, septage, or waste oil into or onto any premises or into the air.

*Disposal facility.* A premises, with a permit to operate from the state, at which liquid waste is processed, treated, and/or intentionally placed into or on any land and at which the waste will remain for final disposal.

*Fat, oil, and grease (FOG).* A substance derived from an animal and/or plant source that is used in, or is a by-product of, the cooking or food preparation process. All are sometimes referred to herein as “grease” or “greases”.

*Food processing plant.* As defined in Chapter 9 of the City of Plano’s Code of Ordinances.

*Food service facility.* A food preparation or food service establishment where food is prepared, served or offered for sale, including, but not limited to, bakeries, bars, butcher shops, cafes, clubhouses, delicatessens, ice cream parlors, hospitals, hotels, restaurants, or schools. This shall not include a single-family residence or dwelling not used for the commercial preparation or sale of food.

*Grease trap.* A device that separates or retains FOG generated from food preparation prior to wastewater entering the sanitary sewer collection system, including, but not limited to, grease, light density liquids, fatty liquids, semi-liquid substances, waterborne fats, oils, and solids.

*Grease trap waste.* Substance removed from a grease trap, including, but not limited to, grease, light density liquids, fatty liquids, semi-liquid substances, waterborne fats, oils, and solids.

*Grit/sand trap.* A receptacle designed or constructed to intercept or prevent the passage of petroleum based oil, grease wastes, and solids into the sanitary sewer system.

*Grit/sand trap waste.* The liquids or solids removed from a grit/sand trap.

*Hazardous waste.* Liquid, semi-liquid or solid waste or combination waste, which has one or more of the following characteristics:

- (1) Toxic, corrosive, reactive, flammable, combustible, explosive, or otherwise capable of causing personal injury or illness; or
- (2) Hazardous to human health or the environment when improperly treated, stored, transported, disposed of, or managed; or

- (3) Is identified as a hazardous waste in the Texas Solid Waste Disposal Act, as amended, or 40 CFR Part 261.3, as amended.

*Liquid waste.* Solid, liquid or gaseous substance or any combination thereof that is derived from a grease trap, grit/sand trap, waste oil recovery trap, chemical toilet, septic tank, or wastewater operations.

*Liquid waste transport vehicle.* An approved mobile device in which liquid waste may be transported upon a public street or highway.

*Local Limits.* The discharge limits found in Section 21-302 Prohibited Discharges and Section 21-303 Hazardous Metals and Chemical or Toxic Substances of the City of Plano Code of Ordinances, as amended.

*Manifest system.* A system of documents, commonly known as “trip tickets,” issued by the Director that are used to track generation, transportation, or disposal of waste products.

*Municipal separate storm sewer system or MS4.* The system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned and operated by the City of Plano and designed or used for collecting or conveying stormwater, and which is not used for collecting or conveying sewage.

*Operator.* A person who causes, creates, generates, stores, or otherwise produces liquid waste.

*Owner.* Any person who owns, operates, or has care, custody, or control over any portion of a premises or a facility regulated under this Article.

*Permit.* The document issued by the *Director* that authorizes a person to operate, own, manage, or service a grease trap or grit/sand trap.

*Person.* An association, corporation, individual, partnership, other legal entity, government, or governmental subdivision or agency.

*Premises.* A lot, plot or parcel of land, body of water, water course, stream, easement or public right-of-way, including any structures thereon.

*Publicly owned treatment works or POTW* means a treatment works as defined by Section 212 of the Clean Water Act, (33 U.S.C. 1292), as amended. This definition includes, but is not limited to, any devices or systems used in the storage, treatment, recycling, or reclamation of municipal sewage or industrial wastes of a liquid nature. For the purposes of this Article, POTW shall refer to the North Texas Municipal Water District.

*Sanitary sewer.* A public sewer that conveys domestic wastewater or industrial wastewater.

*Sample Port.* An area which is designed for the removal of effluent water from the discharge line of a grease trap, grit/sand trap, septage tank, or the effluent sewer line of a building that does not have a trap and is being tested to determine compliance of effluent water discharge standards.

*Septage.* Waste removed from a portable toilet, chemical toilet, or septic tank.

*Spill.* The accidental or intentional loss or unauthorized loss or discharge of grease trap waste, grit/sand trap waste, septage, waste oil, or raw material.

*Storm sewer or storm drain.* A sewer which carries storm water, surface water, and drainage, but excludes sewage and polluted industrial wastes and is not part of a POTW.

*TCEQ.* Texas Commission on Environmental Quality and its predecessor and successor agencies.

*Transporter.* A person who operates a vehicle for the purpose of transporting liquid waste.

*Trap.* A grit/sand trap or grease trap.

*Trip ticket.* A system of documents, commonly known as “manifest system”, issued by the Director that are used to track generation, transportation, or disposal of waste products.

*Washwater.* Water-borne solids, liquids, gaseous substances, or other residue and debris resulting from a washing or cleaning process.

*Washwater operation.* A commercial cleaning process that generates washwater as a result of washing vehicles, equipment, structures, or paved surfaces.

## **Sec. 21-353. Offenses.**

- (a) A person shall not generate fat, oil, or grease from a food processing plant and/or food service facility without installing, using, and maintaining appropriate grease traps as required by this Article.
- (b) A person shall not discharge or allow the discharge of any suspended solids, petroleum oil, non-biodegradable cutting oil, mineral oil, or any fat, oil or grease into the POTW in concentrations that cause a visible sheen, detrimental effect, or blockage in the POTW.
- (c) A person shall not wash, clean, service, or perform a cleaning or maintenance activity on a motorized or electric vehicle or equipment without installing, using, and maintaining a grit/sand trap(s) as required by Section 21-363 of this Article, as amended.
- (d) A person shall not discharge or allow the discharge of liquid waste to an unapproved disposal facility, offer liquid waste for sale, or exchange liquid waste for barter. This prohibition does not apply to recycled cooking oils that are being sold or exchanged for recycling purposes.



- (e) A person shall not intentionally or unintentionally allow pollutants that exceed Local Limits to enter the POTW.
- (f) A person shall not allow liquid waste to accumulate upon a premises.
- (g) A person shall not discharge or allow the discharge of liquid waste onto another premises or into the MS4, a street or highway, a parking lot, a water course or a stream.

**Secs. 21-354 - 21-360. Reserved.**

## **DIVISION 2. - LIQUID WASTE GENERATION**

### **Sec. 21-361. Generally.**

- (a) Permit Required.
  - (1) A person must have an approved permit on file with the approving authority before installing or operating a grease trap or grit/sand trap.
  - (2) A permit is non-transferable.
  - (3) At such time any information submitted on the approved permit has changed a person shall immediately notify the approving authority by completion and submittal of a new application.
- (b) Inspection.
  - (1) Routine inspection. After the approving authority presents official credentials and provides verbal notice of the purpose of the inspection of trap(s), the owner shall grant access to traps, allow the approving authority to inspect traps, and provide information and records related to the operation and maintenance of traps, during the facility's hours of operation and other reasonable times.
  - (2) In the event of a discharge, the owner shall grant access and allow the approving authority to inspect all portions of the premises that are reasonably related to the discharge.
- (c) Installation and Maintenance.
  - (1) A person shall install and maintain a trap in compliance with this Article.
  - (2) A person shall install and maintain a trap so that it is readily and easily accessible for cleaning or inspection.
  - (3) A person shall install and maintain a trap pursuant to a single certificate of occupancy unless a variance has been approved by the Director.

## **Sec. 21-362. Grease Traps.**

### **(a) New Grease Traps.**

- (1) A grease trap shall be installed, operated, and maintained in accordance with the manufacturer's recommendations, this Article, Chapter 9 of this code of ordinances, or the City of Plano Plumbing Code, whichever is most restrictive, unless a variance has been approved by the Director.
- (2) A person that performs food preparation activity at a food processing plant and/or food service facility shall install and maintain a grease trap in accordance with this Article.
- (3) An operator of a grease trap shall install and maintain a sample port in compliance with written specifications for installation of the sample port obtained by the operator from the approving authority.

### **(b) Existing Grease Traps.**

- (1) Existing grease traps shall be operated and maintained in accordance with manufacturer's recommendations, this article, Chapter 9 of this code of ordinances, or City of Plano Plumbing Code, whichever is most restrictive, unless a variance has been approved by the Director.
- (2) If notified by the approving authority that a grease trap is not functioning properly in violation of federal, state, and/or local standards or regulations, said person shall install and maintain an approved grease trap and sample port.
- (3) A person that performs food preparation activity at an existing food processing plant and/or food service facility shall be required to install and maintain a grease trap in accordance with this Article.

### **(c) Responsibility.**

- (1) A person generating liquid waste shall:
  - (A) Install a grease trap as required by this Article;
  - (B) Maintain the grease trap in good repair and sanitary condition;
  - (C) Not install or use any system, process, or pretreatment or alter the design or function of a grease trap, unless approved by the Director, including, but not limited to, the use of enzymes, bacteria, or other additives;

- (D) Supervise the proper cleaning and complete removal of the contents of the trap;
- (E) Immediately report spills and accidents involving liquid waste to the approving authority by phone or email;
- (F) Clean up spills immediately;
- (G) Abate unsanitary conditions immediately;
- (H) Dispose of material used for abatement in a timely manner and by means approved by the Director;
- (I) Protect the MS4 and the environment from discharges of liquid waste, washwater, and other contaminants caused by spill, overflow, or the remediation of spill or overflow; and
- (J) Not discharge waste of any kind into the MS4.

(d) Trap Evacuation.

- (1) Grease traps shall be evacuated and cleaned as required by the following sections to prevent accumulation of sediment or floating material that would impair the efficiency of the grease trap, to ensure the discharge is in compliance with local discharge limits, and to ensure no visible grease is observed in discharge.
- (2) Grease traps shall be completely evacuated at a minimum of every ninety (90) days, or more frequently if one of the following conditions apply and written notice has been given to the operator by the approving authority:
  - (A) Twenty-five percent (25%) or more of the wetted height of the grease trap, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils, or greases; or
  - (B) The discharge exceeds Local Limits; or
  - (C) There is a history of noncompliance; or
  - (D) The Director determines more frequent service, a single event service, or scheduled service is necessary for the proper operation of the grease trap.
- (3) Each grease trap shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so the trap is fully evacuated within a twenty-

four (24) hour period, in accordance with 30 Texas Administrative Code, Chapter 312, Section 312.143, as amended.

- (4) If a person ceases operation of a grease trap, the person is required to pump the trap before abandoning the operation.
  - (5) A person that generates liquid waste shall not allow hazardous waste or liquid waste in combination with hazardous waste to be removed from a premises by a liquid waste transporter operating under a city permit. Removal of hazardous waste shall only be performed by an industrial hazardous waste hauler registered with the state.
  - (6) When liquid waste is picked up, a person representing the operator or owner shall verify the accuracy of the trip ticket provided by the transporter.
  - (7) A person that generates liquid waste shall maintain a copy of all trip tickets for a period of no less than three (3) years at the premises of generation.
  - (8) All trip tickets shall be available for review upon request of the Director.
- (e) Variances.
- (1) Any person may submit to the Director a written request for a variance from this Article.

#### **Sec. 21-363. Grit/Sand Traps.**

- (a) New Grit/Sand Traps.
- (1) A grit/sand trap shall be installed, operated, and maintained in accordance with the manufacturer's recommendations, this Article, or in accordance with the City of Plano Plumbing Code, whichever is most restrictive, unless a variance has been approved by the Director.
  - (2) A person washing, cleaning, servicing, or performing a cleaning or maintenance activity on a motorized or electric vehicle or equipment shall install and maintain a grit/sand trap if a newly proposed or existing floor drain is located in the areas of operation.
  - (3) An operator of a grit/sand trap shall install and maintain a sample port in accordance with the written specifications of the approving authority.

(b) Existing Grit/Sand Traps.

- (1) Existing facilities that wash, clean, service, or perform a cleaning or maintenance activity on a motorized or electric vehicle or equipment with floor drains in the areas of operation that undergo a change of ownership or are expanded or renovated to add floor drains in areas of operation must install and maintain a grit/sand trap.
- (2) Existing grit/sand traps shall be operated and maintained in accordance with the manufacturer's recommendations, this Article, or the City of Plano Plumbing Code, whichever is most restrictive, unless a variance has been approved by the Director.
- (3) If notified by the approving authority that a grit/sand trap is not functioning properly in violation of federal, state, and/or local standards or regulations, said person shall install and maintain an approved grit/sand trap and sample port.

(c) Responsibility.

- (1) The owner or operator of a premises generating liquid waste shall:
  - (A) Install a grit/sand trap as required by this Article.
  - (B) Maintain the grit/sand trap in good repair and sanitary condition.
  - (C) Not install or use any system, process, or pretreatment or alter the design or function of the grit/sand trap unless approved in writing by the Director, including, but not limited to, the use of enzymes, bacteria, or other additives.
  - (D) Supervise the proper cleaning and complete removal of the contents of the trap.
  - (E) Immediately report spills and accidents involving liquid waste to the approving authority by phone or email.
  - (F) Clean up spills and abate unsanitary conditions immediately.
  - (G) Dispose of material used for abatement in a timely manner and by means approved by the Director.
  - (H) Protect the MS4 and the environment from discharges of liquid waste, washwater, and other contaminants caused by spill or overflow or the remediation of spill or overflow.
  - (I) Not discharge waste of any kind into the MS4.

(d) Trap Evacuation.

- (1) Grit/sand traps shall be evacuated and cleaned as required by the following sections to ensure the efficiency of the grit/sand trap is not impaired.
- (2) A person shall have the grit/sand trap completely evacuated, including the cleaning of the trap sides and bottom, by a transporter permitted by the city when the discharge exceeds Local Limits and at one of the following frequencies:
  - (A) At a frequency specified by a variance granted by the Director;
  - (B) Every 180 days or more frequently if the Director determines more frequent service, a single event service, or scheduled service is necessary for the proper operation of the grit/sand trap. Written notice will be given to the operator by the approval authority specifying the required frequency.
- (3) Each grit/sand trap shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so the trap is fully evacuated within a twenty-four (24) hour period, in accordance with 30 Texas Administrative Code, Chapter 312, Section 312.143, as amended.
- (4) If a person ceases operation of a grit/sand trap, the person is required to pump the trap before abandoning the operation. If the operator fails to empty a trap, the owner shall be held responsible for evacuation of the grit/sand trap.
- (5) A person that generates liquid waste shall not allow hazardous waste or liquid waste in combination with hazardous waste to be removed from the premises by a liquid waste transporter operating under a city permit. Removal of hazardous waste shall only be performed by an industrial hazardous waste hauler registered with the state.
- (6) When liquid waste is picked up, a person representing the operator or owner shall verify the accuracy of the trip ticket provided by the transporter.
- (7) A person that generates liquid waste shall maintain a copy of all trip tickets for a period of no less than three (3) years at the premises of generation.
- (8) All trip tickets shall be available for review upon request of the Director.

(e) Variance.

- (1) Any person may submit to the Director a written request for a variance from this Article.

**Secs. 21-364 – 21-380. Reserved.**

### **DIVISION 3. – LIQUID WASTE TRANSPORT, DISPOSAL FACILITY**

#### **Sec. 21-381. Liquid Waste Transport Vehicle.**

- (a) Permit and inspection.
  - (1) A person shall obtain a permit for each liquid waste transport vehicle that operates within the City of Plano.
  - (2) Each permit holder shall display the permit sticker on the back of the tank of the liquid waste transport vehicle.
  - (3) A person operating a liquid waste transport vehicle shall comply with the following and provide documentation or otherwise demonstrate to the approving authority that the following conditions have been met:
    - (A) Vehicle must be registered and authorized by TCEQ;
    - (B) Vehicle shall contain a single tank as an integral part of the vehicle used for transportation of liquid waste;
    - (C) Piping, valves, and all connections shall be permanently attached to tank and/or vehicle;
    - (D) Tank shall be liquid tight;
    - (E) Tank shall be constructed and mounted to allow proper cleaning of the exterior and interior;
    - (F) Piping, valves, and connections shall be accessible and easily cleaned;
    - (G) Inlets (openings) of tank shall be constructed so waste will not spill or leak during transfer, filling, or during transport;
    - (H) Outlet connections shall be constructed and maintained so no liquid waste will seep, leak, or spill from the openings during loading, transport, or discharge;
    - (I) Outlets including pumps, valves, cylinders, diaphragms, and other appurtenances shall be designed and maintained to control spillage, spray, leakage, or seeps while in use or during transport;
    - (J) Vehicle must be equipped with the necessary tools to clean a trap in accordance with this Article; and

- (K) Vehicle must be equipped with a functional volume measuring or indicating device.

(b) Maintenance, Operation.

- (1) Persons operating a liquid waste transport vehicle shall perform the following maintenance:
  - (A) Maintain vehicle in a clean condition so as not to create spray or emit obnoxious odors during operations;
  - (B) Maintain hoses, tanks, valves, pumps, cylinders, seals, diaphragms, pipes, and other attached equipment in good repair;
  - (C) Provide plugs or caps for each valve to be used during transport; and
  - (D) Cause a vehicle exterior to be clean and odor free at the beginning of each work day.

(c) Responsibility.

- (1) A person operating a liquid waste transport vehicle shall:
  - (A) Determine if the content of the trap is acceptable waste for the permitted vehicle;
  - (B) Ensure the vehicle is equipped and of sufficient size to handle the load; and
  - (C) Ensure the materials to be transported are not hazardous as defined in this Article.
- (2) A liquid waste transporter shall use a disposal facility permitted and approved by the city, state, or federal government.
- (3) A liquid waste transporter shall use a liquid waste tracking manifest system approved by the Director such as, but not limited to, City of Plano trip ticket books or an approved computer or internet based reporting system.
  - (A) A person transporting liquid waste shall be required to complete the trip ticket as written in the instructions on the book.
  - (B) A person transporting liquid waste must maintain a completed copy of the trip ticket book for a period of three (3) years. Copies of the manifests must be made available to the Director upon immediate request.



- (C) A complete copy of the trip ticket shall be provided to the Director within 15 days of the date of receipt of the liquid waste from the operator.

**Sec. 21-382. Disposal Facility.**

- (a) A person operating a disposal facility shall not allow liquid waste on their premises to enter another premises or the MS4.
- (b) A person operating a disposal facility shall not store liquid waste in a manner that creates a noxious odor or in a manner that creates or may create a health hazard.
- (c) A person operating a disposal facility shall comply with the following:
  - (1) Obtain and maintain compliance with all licenses and/or permits required by local, state and/or federal law;
  - (2) Accept waste only from a transporter with a permit to haul waste;
  - (3) Maintain trip ticket copies for a period of three (3) years;
  - (4) Accept only those classes of wastes authorized by license or permit; and
  - (5) Make available all records requested by the Director.

**Secs. 21-383 - 21-390. Reserved.**

**DIVISION 4. – ENFORCEMENT**

**Sec. 21-391. Authority.**

- (a) Authority for Criminal Enforcement and Abatement. The city manager or his designee shall have authority for enforcement of criminal offenses and for abatement, assessment of expenses, and obtaining liens pursuant to this Article.

**Sec. 21-392. Permit Denial, Suspension, Revocation.**

- (a) The Director may suspend or revoke a permit if it is determined that a person has violated this Article. The notice shall be issued to the owner or operator in writing and delivered by certified mail and/or in person and include the following:
  - (1) State the reasons for the suspension or revocation;
  - (2) State the evidence that the person shall provide in order to demonstrate that the reasons for suspension or revocation have been eliminated;

- (3) State that the permit holder may request an appeal hearing by submitting a timely request to the Director pursuant to the section of this code; and
  - (4) Provide the name and address of the person to whom a request for appeal hearing may be made.
- (b) Emergency suspension. If the Director finds a condition constituting an imminent health or environmental hazard as defined by local, state, or federal law, the Director may issue an emergency suspension of said permit without prior warning, notice, or hearing.

**Sec. 21-393. Appeal.**

- (a) If the Director issues an order, denies the issuance of a permit, or suspends or revokes a permit, the person may file for an appeal made in writing to the City Manager or their designee within 10 business days from the date of certified mail or conspicuous posting on property. The appeal shall:
- (1) Set forth the decision of the Director complained of;
  - (2) Contain any documents and argument on this issue for the City Manager or their designee to consider; and
  - (3) If applicable, discuss any emergency or exigent circumstances that appellant believes are material to when the hearing should be set.
- (b) A hearing shall be scheduled at a time and place designated by the City Manager or their designee no later than five (5) business days after receiving an appeal that conforms with the requirements of this Article, and the City Manager or their designee's written decision shall be furnished to the appellant no later than five (5) business days after the date of the hearing.

**Sec. 21-394. Penalty.**

- (a) In addition to prohibiting certain conduct by persons, it is the intent of this article to hold a corporation or association legally responsible for prohibited conduct performed by an agent acting on behalf of a corporation or association and within the scope of his office or employment.
- (b) Any person, operator, or owner who violates any provision of this article, or fails to comply with any provision hereof, shall be subject to the penalty as provided for in section 1-4(a) of the Code of Ordinances of the City of Plano. Each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.
- (c) It shall be an offense to intentionally or knowingly fail to comply with any provision of this Article. Any person intentionally or knowingly violating a provision of this Article

shall be punished by a fine not to exceed \$2,000.00. Each day a violation occurs shall constitute a separate offense.

(1) Repeat and Habitual Offenders.

- (A) If it is shown on the trial of an offense under this Article that the defendant has previously been finally convicted of an offense under this Article, on conviction the person shall be punished by a fine of not less than \$500.00 and not to exceed \$2,000.00.
- (B) If it is shown on the trial of an offense under this Article that the defendant has previously been finally convicted of two or more offenses under this Article, on conviction the person shall be punished by a fine of not less than \$1,000.00 and not to exceed \$2,000.00.
- (C) This subsection for Repeat and Habitual Offenders applies only to a person finally convicted of a second or subsequent offense within three years of the date on which the most recent preceding offense was committed.
- (d) In addition to the criminal offenses and penalties prescribed in this Article, the City may pursue other remedies such as abatement of nuisances, injunctive relief, administrative adjudication, and revocation of licenses or permits. Any person found guilty of violating provisions of this article shall become liable to the city for any expense, loss, or damage incurred by the city for reason of appropriate clean-up and disposal of said waste materials.”

**Section II.** All provisions of the Code of Ordinances of the City of Plano, codified or uncodified, in conflict with the provision 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 this Ordinance shall remain in full force and effect.

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

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

**Section V.** 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 Sections 1-4(a) and 21-394(c) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section VI.** This ordinance shall have a delayed effective date of January 1, 2019. This Ordinance shall be published upon passage as required by law.

**DULY PASSED AND APPROVED** this the 8<sup>th</sup> day of October 2018 to become effective on January 1, 2019.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/8/2018

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Benjamin Petty

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### CAPTION

**Ordinance No. 2018-10-3:** To approve the carrying-forward of certain fiscal year 2017-18 funds to fiscal year 2018-19; and providing an effective date. **Adopted**

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### FINANCIAL SUMMARY

#### Operating Expense

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	3,768,080	0	3,768,080
BALANCE		0	3,768,080	0	3,768,080

**FUND(S):** GENERAL FUND, WATER & SEWER FUND, SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND, MUNICIPAL DRAINAGE FUND.

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**COMMENTS:** Funds are available from the FY 2017-18 approved budget in the listed funds as carry-forwards into FY 2018-19 for the completion of various projects and other purchases.

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### SUMMARY OF ITEM

**Strategic Plan Goal:**

Financially Strong City with Service Excellence

**Plano Tomorrow Plan Pillar:**

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**ATTACHMENTS:**

Description	Upload Date	Type
Carryforward List	10/1/2018	Attachment
Carry-Forward Ordinance	10/1/2018	Ordinance

CARRY FORWARD REQUESTS 2017-18 FUNDS TO 2018-19						
Cost Center	Department Name	Description	Reason	Object Codes: From To		Approval Amount
	<b>BUDGETED PROJECTS/ITEMS</b>					
213	Budget & Research	Software	Due to the timing of the implementation of the PeopleSoft Position Management Software, funds will be required to complete this project. This project is currently in the PMO Technology timeline for implementation in FY 2018-19.	213.8451	213.8451	\$ 50,000
352	Facilities Maintenance	Improve by Contractors-Bldgs	For accoustical panel installation at Oak Point Nature & Retreat Center. The project has been delayed and these funds will supplement current encumbrances and provide for additional work to be performed.	352.8231	352.8231	\$ 48,000
352	Facilities Maintenance	Furniture & Fixtures	Furniture and fixtures for the Fire Station 1/Fire Administration renovation. This project will conclude in the fall and these funds are necessary to complete its outfitting.	352.8411	352.8411	\$ 76,500
395	Technology Services	Contracts-Professional Services	Due to difficulty in finding qualified personnel the need for contractual services to augment operation and project related work efforts.	395.6312	395.6312	\$ 82,553
398	Radio Shop	Implements & Apparatus	Due to the vendor's failure to meet City of Plano requirements for performance bonds, this project has been delayed in order to find a vendor to complete the purchase and installation of the replacement siren heads in various locations in the City.	398.8416	398.8416	\$ 160,000
398	Radio Shop	Contracts-Professional Services	Due to difficulty in finding qualified personnel the need for contractual services to augment operation and project related work efforts.	398.6312	398.6312	\$ 18,000
532	Police	Minor Apparatus	Due to extended hiring period of Property/Evidence Specialist and CAPers Detective, the positions will be hired in FY 2018-19. Funds will be required relative to the onboarding materials, supplies, technology, equipment, etc. related to these employees.	Various	532.6208	\$ 25,247
532	Police	Contracts-Professional Services	Due to extended hiring period of Property/Evidence Specialist and CAPers Detective, the positions will be hired in FY 2018-19. Funds will be required relative to the onboarding materials, supplies, technology, equipment, etc. related to these employees.	Various	532.6312	\$ 9,160
552	Fire	Medical & Surgical	Due to the timing of receiving two (2) new ambulances in the beginning of the new fiscal year, the materials and supplies to outfit the reserve ambulances will not be received until FY 2018-19.	552.6211	552.6211	\$ 15,000
552	Fire	Minor Apparatus	Due to timing of transitioning organizational responsibility of the Household Hazardous Waste facility, funds will be required to update fencing and continue a safe environment.	552.6208	552.6208	\$ 15,000
556	Emergency Management	Contracts-Professional Services	Initially allocated funding for consultants to assist city staff with the conceptualization, hosting of planning meetings, development of planning documents, and alignment of internal policies/processes for a post disaster recovery and redevelopment plan. Given the complexity and scope of the redevelopment of the Comprehensive Emergency Management Plan, the project will not be completed until FY 2018-19.	556.6312	556.6312	\$ 75,000
582	Health	Travel/Professional Development	Receive offsetting grant funds from the Food and Drug Administration (FDA) for professional development and travel related to food safety.	582.6307	582.6307	\$ 6,317
619	Neighborhood Services	Contracts-Professional Services	Ongoing project working with Procurement to develop an RFP for Neighborhood Leadership and Engagement Training Services. Specifications had been adjusted and a bid has not been accepted to date. This funding will ensure adequate funding is available to complete the projects.	619.6312.BEST	619.6312.BEST	\$ 10,000
621	Neighborhood Reinvestment	Contracts-Professional Services	Offsetting revenue donation from Legacy Bank to Neighborhood Services to provide assistance to property owners in low and moderate income areas with code violations related to tree trimming or tree removal.	621.6312	621.6312.TREE	\$ 9,224
621	Neighborhood Reinvestment	Contracts-Professional Services	Offsetting revenue donations from Bank of America, Lennar Homes, and Legacy Bank to Neighborhood Services to provide assistance with volunteer groups and property owners in low and moderate income areas with minor home repairs and property improvements, particularly as they relate to abatement of potential code violations through the Love Where You Live (LWYL) program.	621.6312.LWYL	621.6312.LWYL	\$ 30,427
621	Neighborhood Reinvestment	First Time Homebuyer Class	Offsetting revenue donation from Legacy Bank of Texas corresponding with an interlocal agreement between the City of Plano, the City of Frisco and the City of McKinney to allow citizens to attend the first time homebuyer class.	621.6499	621.6499.FTHB	\$ 2,983

CARRY FORWARD REQUESTS 2017-18 FUNDS TO 2018-19						
Cost Center	Department Name	Description	Reason	Object Codes: From To		Approval Amount
621	Neighborhood Reinvestment	Contracts - Professional	The Great Rebate Update Rebate is a home improvement incentive program designed to encourage homeowners to make home improvements to their home, thereby revitalizing the neighborhood. Current projects are underway, but will not be completed before the end of the fiscal year.	621.6312	621.6312	\$ 435,166
621	Neighborhood Reinvestment	Neighborhood Vitality & Beautification Grant Program	The Neighborhood Vitality & Beautification Grant program allows for neighborhood revitalization initiatives as recommended by the Housing Value and Retention Analysis and approved by Council. Additional funding for fiscal year 2017-18 from this carry forward would allow Neighborhood Services to award additional grant requests as the program grows in popularity.	621.6499	621.6499	\$ 263,606
636	Athletics	Minor Apparatus	Funding provides for the purchase of various minor apparatus and miscellaneous items related to the opening of Enfield Service Center.	636.6208	636.6208	\$ 130,000
643	Park Support Services	Implements & Apparatus	Equipment for a utility truck that was recently received and will not able to be purchased before the end of the fiscal year.	643.8416	643.8416	\$ 6,000
643	Park Support Services	Rolling Stock	Work truck for trail maintenance tech position that is currently going through procurement, but will not be purchased before close of the fiscal year.	643.8421	643.8421	\$ 42,378
644	Grds Maint Svcs District #1	Implements & Apparatus	Earmarked funds for aerator equipment for Grounds Maintenance District 1 will not be purchased before end of the fiscal year.	644.8416	644.8416	\$ 8,500
644	Grds Maint Svcs District #1	Rolling Stock	Original supplement 6440001 for equipment upgrade that was delayed in purchasing.	644.8421	644.8421	\$ 10,000
646	Grounds Maintenance Services	Contracts - Professional Svc.	Due to the delay in the execution of the Interlocal Landscape Maintenance contract, which in turn caused delays in landscape recovery projects. These funds are crucial to recover the landscaping at public building grounds.	646.6312	646.6312	\$ 105,000
656	Plano Senior Recreation Center	Furniture & Fixtures	Due to the delay in the Senior Center renovation project which will open in January, furniture, fixtures and equipment will not be able to be purchased before the close of FY 2017-18.	656.8411	656.8411	\$ 383,892
659	Park Custodial Services	Furniture & Fixtures	Delayed in purchasing furniture and fixtures for repurposing office space at Jack Carter.	659.8411	659.8411	\$ 1,500
659	Park Custodial Services	Implements & Apparatus	Equipment for a utility truck that was recently received and will not able to be purchased before the end of the fiscal year.	659.8461	659.8461	\$ 3,000
681	Library Administration	Contractual Repair	Due to the timing of the repair work of Davis Library Program Room, high programming demands and the RFID project construction delayed the project.	681.6314	681.6314	\$ 19,526
742	Streets	Improve by Contractors-Bldgs	Ongoing project for the sand and salt storage facility that will not take place until FY 2018-19 with the initial land purchase already completed.	742.8111	742.8331	\$ 1,000,000
01	Subtotal General Fund					\$ 3,041,979
765	Meter Services	Water Meters - Non-Capital	Due to the water meter change out program, there will be required testing of a percentage of the new meters prior to installation to assure that the City is receiving meters with the accuracy required by the project specifications.	765.6272	765.6272	\$ 476,160
41	Subtotal Water & Sewer					\$ 476,160
712	Environ Ed & Comm Outreach	Outside Printing	Given the complexity and scope, the project will not be completed until FY 2018-19. Due to timing of closing on contract terms with outside survey research company and subsequent completion and delivery of environmental behaviors survey results, other project deliverables, including the creatives development have been delayed.	712.6301	712.6301	\$ 6,336
712	Environ Ed & Comm Outreach	Advertising	Given the complexity and scope, the project will not be completed until FY 2018-19. Due to timing of closing on contract terms with outside survey research company and subsequent completion and delivery of environmental behaviors survey results, other project deliverables, including the creatives development have been delayed.	712.6306	712.6306	\$ 4,100
714	Compost Marketing & Operatoinis	Software	This is necessary to implement an integrated software program to consolidate six separate software applications currently in use. This software will coordinate all operational, financial, procurement, reporting, tracking and account purchases for multiple office areas.	714.8451	714.8451	\$ 125,000



CARRY FORWARD REQUESTS 2017-18 FUNDS TO 2018-19						
Cost Center	Department Name	Description	Reason	Object Codes: From To		Approval Amount
714	Compost Marketing & Operatoins	Contractual Repair	The new compost office building has yet to be completed and these funds will be required to finish out the project which includes the office furniture and equipment required.	714.6314	714.6314	\$ 49,000
717	Sustainability	Contracts-Other	Due to the delay in the purchasing contract process, funds will be needed for the community event with trees for distribution.	717.6319	717.6319	\$ 10,000
717	Sustainability	Outside Printing	Given the complexity and scope, the project will not be completed until FY 2018-19. Due to timing of closing on contract terms with outside survey research company and subsequent completion and delivery of environmental behaviors survey results, other project deliverables, including the creatives development have been delayed.	717.6301	717.6301	\$ 7,447
717	Sustainability	Advertising	Given the complexity and scope, the project will not be completed until FY 2018-19. Due to timing of closing on contract terms with outside survey research company and subsequent completion and delivery of environmental behaviors survey results, other project deliverables, including the creatives development have been delayed.	717.6306	717.6306	\$ 9,598
717	Sustainability	Contracts-Other	Given the complexity and scope, the project will not be completed until FY 2018-19. Due to timing of closing on contract terms with outside survey research company and subsequent completion and delivery of environmental behaviors survey results, other project deliverables, including the creatives development have been delayed.	717.6319	717.6319	\$ 13,900
717	Sustainability	Plaques & Awards	Given the complexity and scope, the project will not be completed until FY 2018-19. Due to timing of closing on contract terms with outside survey research company and subsequent completion and delivery of environmental behaviors survey results, other project deliverables, including the creatives development have been delayed.	717.6441	717.6441	\$ 6,860
717	Sustainability	Advertising	Given the complexity and scope, the project will not be completed until FY 2018-19. Due to timing of closing on contract terms with outside survey research company and subsequent completion and delivery of environmental behaviors survey results, other project deliverables, including the creatives development have been delayed.	717.6202	717.6306	\$ 8,800
45	Subtotal Sustainability & Environmental Services					\$ 241,041
473	Environmental Quality	Hardware-Non Capital	Due to timing of receiving tablets for field operations, funding will be required in order to continue Environmental Quality field operations.	473.6252	473.6252	\$ 8,900
47	Municipal Drainage					\$ 8,900
GRAND TOTAL CARRY FORWARDS REQUESTED			GRAND TOTAL CARRY FORWARDS APPROVED			\$ 3,768,080

**An Ordinance of the City of Plano, Texas, approving the carrying-forward of certain fiscal year 2017-18 funds to fiscal year 2018-19; and providing an effective date.**

**WHEREAS**, on September 10, 2018, the City Council approved the Budget for fiscal year 2018-19 by passing Ordinance No. 2018-9-9; and

**WHEREAS**, State law provides that cities have the authority to carry-forward funds from previous fiscal year to the current fiscal year; and

**WHEREAS**, the City Council, upon full consideration of the matter, is of the opinion that it is in the best interest of the City and its citizens to carry-forward remaining funds from fiscal year 2017-18 to fiscal year 2018-19.

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

**Section I.** Subject to the applicable provisions of State law and the City Charter, the City Council hereby approves carrying-forward the funds listed below from the fiscal year 2017-18 Budget to the fiscal year 2018-19 Budget:

A.	General Fund	\$3,041,979
B.	Water & Sewer Fund	\$476,160
C.	Sustainability & Environmental Services Fund	\$241,041
D.	Municipal Drainage	\$8,900

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

**DULY PASSED AND APPROVED** this the 8th day of October, 2018.

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

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, City Attorney



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/8/2018

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Benjamin Petty

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### CAPTION

**Ordinance No. 2018-10-4:** To amend certain sections of Ordinance No. 2017-10-5 codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to increase the fee schedules for water and sewer services effective November 1, 2018, and providing a repealer clause, a severability clause, a savings clause, and an effective date. **Adopted**

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### FINANCIAL SUMMARY

#### Revenue

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	160,540,478	0	160,540,478
Encumbered/Expended Amount		0	0	0	0
This Item		0	7,912,395	0	7,912,395
BALANCE		0	168,452,873	0	168,452,873

**FUND(S):** Water & Sewer

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**COMMENTS:** Approval of this item will increase Water & Sewer Revenues by an estimated \$7,912,395 for FY 2018-19 compared to the FY 2017-18 re-estimate. The water & sewer rate increase is included in the FY 2018-19 Water & Sewer Budget.

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### SUMMARY OF ITEM

**Strategic Plan Goal:**

Financially Strong City with Service Excellence

**Plano Tomorrow Plan Pillar:**

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**ATTACHMENTS:**

Description	Upload Date	Type
Water & Sewer Rate Ordinance	10/1/2018	Ordinance

**An Ordinance of the City of Plano, Texas, amending certain sections of Ordinance No. 2017-10-5 codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to increase the fee schedules for water and sewer services effective November 1, 2018, and providing a repealer clause, a severability clause, a savings clause, and an effective date.**

**WHEREAS**, on October 23, 2017, the City Council of the City of Plano enacted Ordinance No. 2017-10-5 to amend the fee schedules for water and sewer service provided in the City; and

**WHEREAS**, staff recommends amending certain sections of the ordinance to reflect the increased rates; and

**WHEREAS**, upon consideration of the presentation and the recommendations contained therein, the City Council is of the opinion that the water and sewer rates for both residential and non-residential customers should be increased by variable rates depending on volumetric usage; and

**WHEREAS**, the City Council further finds and determines that the fee increases are necessary and in the best interest of the City and its citizens.

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

**Section I.** Section 21-135, Sewer Charges-Residential, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:

**“Sec. 21-135. Sewer charges - Residential.**

*Rates effective November 1, 2018*

Monthly sewer charges for the residential connections to the sanitary sewer collection system shall be based upon the minimum charge and the metered water amounts and shall be as follows:

- (1) Monthly sewer charges for residential connections to the sanitary sewer collection system shall be based upon the minimum charge and the winter quarter average calculations.
  - a. Winter quarter averaging is a method for determining residential sewer use based on winter quarter averages from up to 3 consecutive winter periods. The winter average for each year is calculated based on the water consumption during a minimum of 3 billed winter months or the 3 lowest of the 4 billed winter months (December, January, February, and March).
  - b. To determine the 3-year average, the calculated averages for each year will be combined and divided by 3.
  - c. Residential customers whose water account has been established for less than 3 winter periods will be assessed based on the period of average for 1 or 2 years.

- d. New residential customers, whose water account has not been established for at least 3 billed months of the current winter period, will be charged based upon the citywide three-year residential winter quarter average until an accurate winter average is available.
- (2) All residential. (Includes but is not limited to single family homes, individually metered multi-family units, patio homes, town homes and all other separately metered residential dwellings).
- a. Minimum charge.
    - 1. All meter sizes..... \$14.67
  - b. Consumption charges.
    - 1. First 1,000 gallons included in meter charge (minimum bill).
    - 2. All over 1,000 gallons (per 1,000 gallons) ..... \$5.80
  - c. There will be no sewer charges for water consumed through separately metered landscape irrigation systems.”

**Section II.** Section 21-136, Sewer Charges-Non-Residential, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:

**“Sec. 21-136. Sewer charges-Non-residential.**

*Rates effective November 1, 2018*

Monthly sewer charges for non-residential connections to the sewer collection system shall be based upon the size of the water meter and the metered water amounts and shall be as follows:

- (1) All non-residential. (Includes but is not limited to commercial, schools, churches, homeowners associations, mobile home park, industrial, apartment complexes, cooling towers and any other non-residential use).
- a. Minimum charge
    - 1. Up to 3/4 inch .....\$14.67
    - 2. 1 inch ..... 28.60
    - 3. 1 1/2 inch ..... 51.73
    - 4. 2 inch ..... 79.56
    - 5. 3 inch .....153.66
    - 6. 4 inch .....236.99
    - 7. 6 inch .....468.60
    - 8. 8 inch .....697.28
    - 9. 10 inch .....1,070.73
  - b. Consumption charges
    - 1. First 1,000 gallons included in meter charge (minimum bill).
    - 2. All over 1,000 gallons (per 1,000 gallons) ..... \$5.80

- c. Maximum charge (cap) effective for commercial swimming pools is 12,000 gallons.
- d. There will be no sewer charges for water consumed through separately metered landscape irrigation systems.”

**Section III.** Section 21-147, Water Charges, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:

**“Sec. 21-147. Water charges.**

*Rates effective November 1, 2018*

- (1) All residential. (Includes but is not limited to single family homes, and separately metered multi-family units, patio homes, town homes, condominiums and all other residential dwellings.)

- a. Minimum charge.

1. Up to 3/4 inch.....	\$24.51
2. 1 inch.....	24.51
3. 1 1/2 inch.....	108.51
4. 2 inch.....	171.25

- b. Consumption charges.

1. First 1,000 gallons included in meter charge (minimum bill).	
2. 1,001 – 5,000 gallons (per 1,000 gallons).....	\$0.75
3. 5,001 – 20,000 gallons (per 1,000 gallons).....	3.71
4. 20,001 – 40,000 gallons (per 1,000 gallons).....	7.41
5. All over 40,000 gallons (per 1,000 gallons).....	8.98

- (2) All non-residential. (Includes, but is not limited to commercial, schools, churches, homeowners associations, mobile home parks, industrial, apartment complexes, cooling towers and any other non-residential use.)

- a. Minimum charge.

1. Up to 3/4 inch.....	\$24.51
2. 1 inch.....	55.39
3. 1 1/2 inch.....	108.51
4. 2 inch.....	171.25
5. 3 inch.....	338.52
6. 4 inch.....	526.90
7. 6 inch.....	1,049.88
8. 8 inch.....	1,677.45
9. 10 inch.....	2,409.81

b. Consumption charges.

1. First 1,000 gallons included in meter charge (minimum bill).
2. All over 1,001 gallons (per 1,000 gallons)..... \$3.71

(3) Separately metered irrigation use.

a. Minimum charge.

1. Up to 3/4 inch..... \$24.51
- 2a. 1 inch (Residential)..... 24.51
- 2b. 1 inch (Commercial)..... 55.39
3. 1 1/2 inch..... 108.51
4. 2 inch..... 171.25
5. 3 inch..... 338.52
6. 4 inch..... 526.90
7. 6 inch..... 1,049.88
8. 8 inch..... 1,677.45
9. 10 inch..... 2,409.81

b. Consumption charges.

1. First 1,000 gallons included in meter charge (minimum bill).
2. 1,001- 20,000 gallons (per 1,000 gallons)..... \$3.71
3. All over 20,000 gallons (per 1,000 gallons)..... 7.41”

**Section IV.** Any provision of any Ordinance of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

**Section VI.** 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 of any Ordinances at the time of passage of this Ordinance.



**Section VII.** This Ordinance shall become effective November 1, 2018.

**DULY PASSED AND APPROVED** this the 8th day of October, 2018.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, City Secretary

APPROVED AS TO FORM:

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Paige Mims, City Attorney



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/8/2018

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

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### CAPTION

**Public Hearing and adoption of Ordinance No. 2018-10-5** as requested in Zoning Case 2018-002 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 93.5 acres of land located at the southeast corner of State Highway 121 and the Dallas North Tollway in the City of Plano, Collin County, Texas, from Central Business-1 with Specific Use Permits No. 647 and No. 648 for Vehicle Leasing and Renting to Planned Development-42-Central Business-1 with Specific Use Permits No. 647 and No. 648 for Vehicle Leasing and Renting to modify development standards; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Granite Properties **Conducted and Adopted**

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### FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2017-18	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):

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COMMENTS:

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### SUMMARY OF ITEM

**Strategic Plan Goal:**

Financially Strong City with Service Excellence, Exciting Urban Centers - Destination for Residents and Guests

**Plano Tomorrow Plan Pillar:**

Built Environment

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**ATTACHMENTS:**

Description	Upload Date	Type
ZC 2018-002 Follow Up	10/2/2018	P/Z Follow-up Memo
ZC 2018-002 Write Up	10/2/2018	Staff Report
ZC2018-002 Exhibits A & B	10/2/2018	Letter
ZC 2018-002 Locator	10/2/2018	Map
ZC 2018-002 Aerial	10/2/2018	Map
ZC 2018-002 Zoning Exhibit (Bold)	10/2/2018	Map
ZC 2018-002 Concept Plan	10/2/2018	Map
ZC 2018-002 Ordinance with Exhibits	10/2/2018	Ordinance

**DATE:** October 2, 2018

**TO:** Honorable Mayor & City Council

**FROM:** John Muns, Chair, Planning & Zoning Commission

**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 1, 2018



**AGENDA ITEM NO. 3A - PUBLIC HEARING  
ZONING CASE 2018-002  
APPLICANT: GRANITE PROPERTIES**

Request to rezone 93.5 acres located at the southeast corner of State Highway 121 and the Dallas North Tollway **from** Central Business-1 **to** Planned Development-Central Business-1 in order to modify development standards. Zoned Central Business-1 and located within the State Highway 121 and Dallas North Tollway Overlay Districts with Specific Use Permits #647 and #648 for Vehicle Leasing and Renting. Tabled August 20, 2018, and September 4, 2018. Project #ZC2018-002.

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

**STIPULATIONS:**

Speaker Card(s) Received	Support: <u>1</u>	Oppose: <u>0</u>	Neutral: <u>0</u>
Letters Received Within 200' Notice Area:	Support: <u>1</u>	Oppose: <u>0</u>	Neutral: <u>0</u>
Petition Signatures Received:	Support: <u>0</u>	Oppose: <u>0</u>	Neutral: <u>0</u>
Other Responses:	Support: <u>0</u>	Oppose: <u>0</u>	Neutral: <u>0</u>

Recommended for approval as follows:

Restrictions:

The permitted standards must be in accordance with the Central Business-1 (CB-1) zoning district, unless otherwise specified herein.

1. Street trees must be provided at a rate of one 4-inch caliper tree per 35 feet of street frontage. Exact spacing and location of street trees must be determined at the time of site plan approval.
2. The following uses are prohibited:
  - a. Cemetery/Mausoleum
  - b. Mini-warehouse/Public Storage

- c. Motorcycle Sales/Service
- d. Mortuary/Funeral Parlor
- e. Railroad Freight Depot or Dock
- f. Service Yard
- g. Sewage Treatment Plant
- h. Vehicle Dealer (New)
- i. Vehicle Dealer (Used)
- j. Vehicle Parts Sales (Inside)
- k. Vehicle Repair (Major)
- l. Vehicle Storage
- m. Water Treatment Plant
- n. Warehouse/Distribution Center

### 3. Parking Regulations:

- a. Except for hotel/motel uses, off-street parking for all nonresidential uses must be provided at a minimum of 1 space for each 355 square feet. Off-street parking for hotel/motel uses must be provided at a rate of 1.25 spaces for each room, unit, or guest accommodation.
- b. Required off-street parking for any lot must be provided within the same block as the lot. The blocks are defined as follows:
  - i. Block A - Northeast corner of Baltic Blvd. and the Dallas North Tollway, south of Granite Pkwy. and west of Parkshore Dr.
  - ii. Block B - Southeast corner of the Dallas North Tollway and S.H. 121, north and west of Granite Parkway.
  - iii. Block C - Northwest corner of Parkshore Drive and Parkwood Boulevard, east of Granite Parkway, 1,255 feet south of S.H. 121.

- 4. Signage Regulations - In addition to signs permitted by Article 22 (Signs) of the Zoning Ordinance, the following additional signs and/or revised sign definitions and standards are permissible. Except as modified below, General Business, Freestanding Identification, and Multipurpose Signs must meet the requirements of the S.H. 121 Overlay District Sign Requirements.

- a. Directional Signs - Must not contain advertising and must be specifically directional in nature but may contain the names of destinations within the planned development district.
- b. Directory Map
  - i. A directory map is defined as a noncommercial map used to provide wayfinding information for pedestrians within the planned development district.
  - ii. Directory maps may be freestanding, mounted to walls, mounted to vertical supports, incorporated into kiosks or anchored within the public right-of-way.
- c. Electronic Changeable Wall Signs
  - i. An electronic changeable wall sign is a type of multipurpose wall sign that displays static images that change message or copy by programmable electronic processes. Electronic changeable wall signs may be mounted on the wall of a building or parking garage.
  - ii. Electronic changeable wall signs must not exceed 300 square feet in size.
  - iii. Electronic changeable wall signs are exempt from Sections 22.300.1.B and 22.300.2.F.
  - iv. A maximum of 2 electronic wall signs are permitted. The signs are limited to 1 per street frontage and must be placed along the Dallas North Tollway or S.H. 121.
  - v. Electronic changeable wall signs may only be used to advertise tenants, owners, uses, and any other product or services within the planned development district.
- d. Freestanding Identification Signs
  - i. Freestanding identification signs along the Dallas North Tollway, S.H. 121, Granite Pkwy., and Parkshore Dr. must be monument signs only, must not exceed 150 square feet in area, and must not exceed 12 feet in height.
  - ii. Freestanding identification signs must be placed a minimum of 10 feet from the front property line, 10 feet from adjoining private property lines, and must maintain a minimum distance of 30 feet between signs.

e. General Business Signs

- i. General business signs along the Dallas North Tollway, S.H. 121, Granite Pkwy., and Parkshore Dr. must be monument signs only, and must not exceed 100 square feet in area and 12 feet in height.
- ii. General business signs must be placed a minimum of 10 feet from the front property line, 30 feet from adjoining private property lines, and must maintain a minimum distance of 60 feet between signs.

f. Kiosks

- i. Freestanding kiosk structures are allowed on individual lots. Kiosks are limited to a maximum of 10 feet in height. Visibility requirements must be met for drives and streets.
- ii. Kiosks may display directory maps, artwork, or messages that pertain to the planned development district or special events, and may display commercial advertising signs.
- iii. Signage on kiosks must not exceed 60 square feet in area. For multiple-sided kiosks, the gross surface area of each side must not exceed 2 times the allowable square footage divided by the number of sign faces.
- iv. A maximum of 8 freestanding kiosks may be installed in the planned development district, with a maximum of 4 installed per block.

g. Multipurpose Signs

- i. Multipurpose signs must be monument signs only, must not exceed 225 square feet in area, and must not exceed 15 feet in height.
  - ii. Multipurpose signs must be placed a minimum of 10 feet from the front property line, 10 feet from adjoining private property lines, and must maintain a minimum distance of 30 feet between signs.
  - iii. Multipurpose signs are exempt from Section 22.300.2.F.
- h. Unified-lot Signs - For purposes of this planned development district, all lots will be considered contiguous, including lots separated by rights-of-way owned by the city in fee.
- i. Wall Signs - Must be in accordance with Section 22.300.1.B, with the following exceptions:
    - i. Multistory office wall signs must be limited to three signs per elevation. This provision does not apply to the ground and second floors; and

- ii. The ground and second floors in a multistory office building must have signage regulated by Section 22.300.1.C.ii.

**FOR CITY COUNCIL MEETING OF:** October 8, 2018 (To view the agenda for this meeting, see [www.plano.gov](http://www.plano.gov))

**PUBLIC HEARING - ORDINANCE**

EM/ks

xc: David Cunningham, Granite Properties  
Joe Hilliard, Boka Powell  
Jeanna Scott, Building Inspections Manager

<https://goo.gl/maps/jj1P3KrSra62>



CITY OF PLANO  
PLANNING & ZONING COMMISSION

October 1, 2018

**Agenda Item No. 3A**

**Public Hearing:** Zoning Case 2018-002

**Applicants:** Granite Properties

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**DESCRIPTION:**

Request to rezone 93.5 acres located at the southeast corner of State Highway 121 and the Dallas North Tollway **from** Central Business-1 **to** Planned Development-Central Business-1 in order to modify development standards. Zoned Central Business-1 and located within the State Highway 121 and Dallas North Tollway Overlay Districts with Specific Use Permits #647 and #648 for Vehicle Leasing and Renting. Tabled August 20, 2018, and September 4, 2018. Project #ZC2018-002.

**REMARKS:**

The applicant is requesting to rezone the subject property to create a Planned Development district to prohibit uses and modify development standards. The existing zoning is Central Business-1 (CB-1). The CB-1 district is intended for use in conjunction with the CE district to permit a highly concentrated business center similar to traditional downtown areas of major cities. A Planned Development (PD) district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions.

The subject property is a master-planned development with office, hotel, retail, restaurant, and vehicle leasing and renting uses. The applicant is intending to create a pedestrian-friendly environment through traffic calming, sidewalk, and access improvements, and the introduction of pedestrian-scaled signage. While the traffic calming improvements will be considered for approval administratively by the Engineering Department, other use and development modifications require zoning amendments as proposed by this zoning request. A concept plan accompanies this request as agenda item 3B.

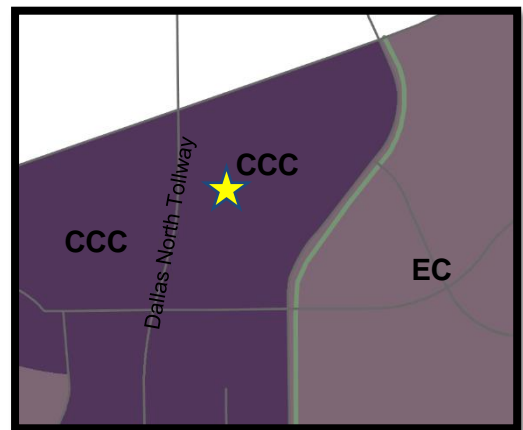
### Surrounding Land Use and Zoning

North	Across State Highway 121, properties are within the City of Frisco and developed with a Superstore and retail uses.
East	Across Granite Parkway are professional/general administrative office and hotel uses, and vacant property zoned Commercial Employment (CE). Across Parkwood Boulevard is an existing data center, general office, retail, and restaurant developments zoned Commercial Employment (CE).
South	Across Baltic Boulevard are single-family residence attached homes and a proposed professional/general administrative office development zoned Planned Development-65-Central Business-1 (PD-65-CB-1).
West	Across the Dallas North Tollway is vacant land, multifamily residence, and professional/general administrative office uses zoned Planned Development-64-Central Business-1 (PD-64-CB-1).

### Conformance to the Comprehensive Plan

**Future Land Use Map** - The Future Land Use Map of the city's Comprehensive Plan designates the subject property as Compact Complete Center (CCC).

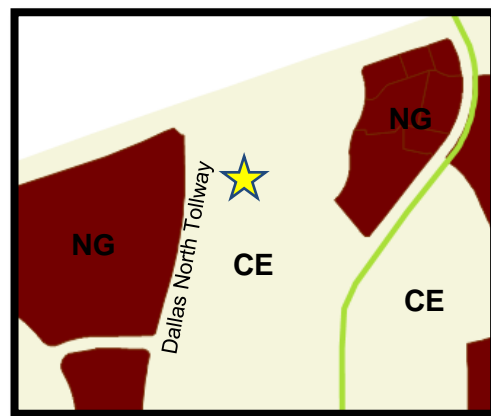
*The Compact Complete Centers future land use category applies to areas that may see new growth or experience significant redevelopment. Compact Complete Centers should include mid-rise buildings with office, retail, service, entertainment, and residential uses, which are based on the concepts of mixed-use, community design, and where possible, transit-oriented design. Uses should be integrated within the development and should create self-contained neighborhoods that are navigable by walking or using bicycles. Uses should also be serviced by parking structures to reduce surface parking and encourage efficient use of land. Useable open space will be included within the centers to create active and interesting public spaces.*



The applicant is proposing to prohibit certain uses which they believe are incompatible with their development. The uses that would remain allow for development in conformance with the CCC designation. This request is in conformance with the Future Land Use Map.

**Growth and Change Map** - The Growth and Change Map designates the subject property as Conserve and Enhance (CE).

*The CE areas are expected to retain the current form of development, but will experience some minor infill and ongoing rehabilitation consistent with the present form and character.*



The purpose of the Growth and Change Map is to describe the level of change that is expected to occur on sites around the city and provide general direction for new development and redevelopment projects. The proposed planned development district will retain the current form of development. This request is in conformance with the Growth and Change Map.

## ISSUES:

### Parking

Article 16 (Parking and Loading) of the Zoning Ordinance provides requirements for parking based upon the use of a property. The subject property includes a mix of uses with over 4,000,000 square feet of building area mostly occupied by professional/general administrative uses, with complimentary hotel, retail, restaurant, and vehicle leasing and renting uses. The Zoning Ordinance requires the following parking be provided:

<b>General Office</b>	1 space per 300 square feet of floor area
<b>Hotel</b>	1.25 space per room where meeting space is provided
<b>Retail</b>	1 space per 200 square feet
<b>Restaurant</b>	1 space per 100 square feet
<b>Vehicle Leasing and Renting</b>	1 space per employee plus 1 space per stored vehicle

Generally, parking is required to be provided onsite, but it may be provided offsite as permitted by the Zoning Ordinance. The subject property meets the ordinance requirements for parking through large parking structures and minimal surface parking.

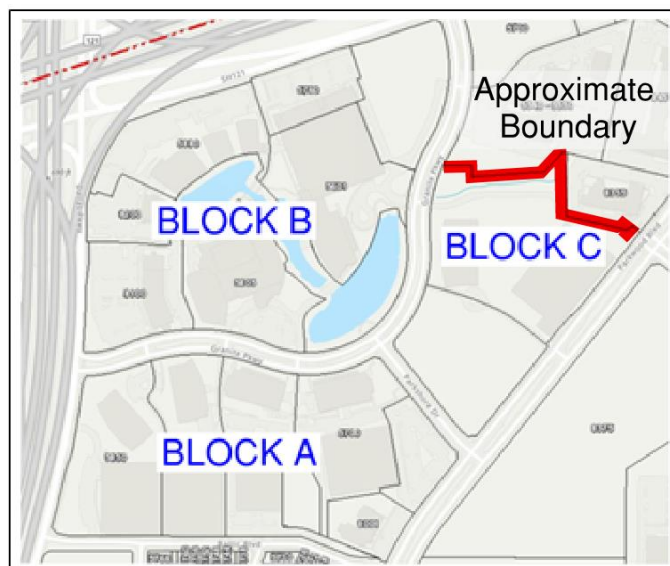
The applicant has examined the parking needs of their development and determined that portions of the subject property have an excess of parking. Although the ordinance requirement is 3.33 per 1,000 (1 per 300) for office uses, the applicant has constructed garages which contain extra parking spaces. The attached Exhibits A and B are the applicant's summaries of information about the development and the current parking situation.

Exhibit B states that "at Granite Park in Plano, where we offer a range of 3.25 - 4:1,000 only 1.9:1,000 is being utilized; 2,347 spots, more than 45% will be vacant on the average peak day." For this reason, the applicant is proposing to modify the parking requirement to allow all nonresidential uses (except for hotels) to provide one parking space per 355

gross square feet of floor area. Hotels are proposed to remain at 1.25 parking spaces per room because basing the calculation on square footage would increase the amount of required parking substantially for this use.

Additionally, the applicant is requesting to meet this requirement on a block-by-block basis, so that each property's parking requirements are totaled within that block. The proposed blocks are shown in the adjacent graphic and described as follows:

- Block A - Northeast corner of Baltic Boulevard and the Dallas North Tollway, south of Granite Parkway and west of Parkshore Drive;
- Block B - Southeast corner of the Dallas North Tollway and State Highway 121, north and west of Granite Parkway; and
- Block C - Northwest corner of Parkshore Drive and Parkwood Boulevard, east of Granite Parkway, 1,255 feet south of State Highway 121.



The applicant has provided detailed information within the companion concept plan that shows the proposed changes. These numbers are summarized in the table below:

	Uses	Current Parking Required	Existing Parking Provided	Difference between Current and Existing	Proposed Parking Required	Future Parking Provided	Difference between Proposed and Future
<b>Block A</b>	General Office/Retail	4,846	4,948	102	4,096	4,798	702
<b>Block B</b>	General Office/Retail/Restaurant/Other	5,627	5,461	-166*	4,459	5,495	1,036
<b>Block C</b>	General Office	2,790	3,212	422	2,357	3,212	855
<b>TOTAL</b>		<b>13,621</b>	<b>13,263</b>	<b>358</b>	<b>10,912</b>	<b>13,505</b>	<b>2,593</b>

\*Parking reduction agreement approved in 2016.

**Block A:** This block currently has 102 excess parking spaces. The proposed parking standards and future development layout would reduce the parking requirement by 750 spaces (Current Parking Required minus Proposed Parking Required).

**Block B:** This block currently has a parking deficiency of 166 spaces because it was granted a parking reduction in 2016. The proposed parking standards and future development layout would reduce the parking requirement by 1,168 spaces.

**Block C:** This block also currently has excess parking in the amount of 422 spaces. The proposed parking standards and future development layout would reduce the parking requirement by 433 spaces.

After reviewing the applicant's request, staff believes that there is sufficient parking to accommodate existing and future demands through shared parking at the proposed reduced rate and block allowances. Creating a shared parking situation within a master-planned development is consistent with CCC designated properties, as well as, the current and proposed dense, urban building form.

The request will allow for shared parking among uses and lots within each platted block, ensuring that parking provided is located no greater than 800 linear feet from an associated use. Creating this parking allowance provides flexibility for the applicant to provide parking to meet the needs of their tenants without having to construct portions of parking structures, which are significantly underutilized. Staff is in support of the applicant's proposed parking standards.

### Signage

The applicant is proposing signage changes, which align with the desired high density, pedestrian-oriented development form. The proposed standards include various modifications to height, effective area, and setback requirements for existing sign types, and include two additional sign types.

A summary of the proposed freestanding sign changes are highlighted in the table below:

	Existing	Proposed	Difference
<b>General Business Signs</b>			
Max. Height	12 feet	12 feet	-
Max. Size	90 square feet	100 feet	10 feet greater
Front setback	8 feet	10 feet	2 feet greater
Setback from adjacent property lines	30 feet	30 feet	-
Distance between signs	60 feet	60 feet	-
<b>Freestanding Identification Signs</b>			
Max. Height	12 feet	12 feet	-
Max. Size	125 square feet	150 feet	25 feet greater
Front setback	8 feet	10 feet	2 feet greater
Setback from adjacent property lines	30 feet	10 feet	20 feet less
Distance between signs	60 feet	30 feet	30 feet less
<b>Multipurpose Signs</b>			
Max. Height	15 feet	15 feet	-
Max. Size	225 square feet	225 square feet	-
Front setback	30 feet	10 feet	20 feet less
Setback from adjacent property lines	30 feet	20 feet	10 feet less
Distance between signs	60 feet	30 feet	30 feet less

A summary of other sign changes is provided below:

**Directional Signs:** The request would allow the names of destinations to be displayed.

**Directory Map:** This is a new pedestrian-oriented sign type, which is requested in the planned development district.

**Electronic Changeable Wall Sign:** Currently, five of these sign types are allowed, and two are operational, within other mixed-use developments along the Dallas North Tollway. Within PD-65-CB-1, the property owners are permitted two 300 square foot signs and two 500 square foot signs. One 500 square foot sign exists today within the development at the northwest corner of the Dallas North Tollway and Legacy Drive. Within PD-185-RC, the property owner is permitted one 150 square foot sign, which exists today within the development located northeast of the Dallas North Tollway and Parker Road. The applicant is requesting to permit one sign on State Highway 121 and one sign on the Dallas North Tollway with a maximum size of 300 square feet for each sign.

**Kiosks:** This is another pedestrian-oriented sign type, which would be added to the planned development district.

**Unified-lot Signs:** Currently, a unified-lot sign agreement allows shared signage only on contiguous lots. The proposed change would allow non-contiguous lots to enter into a unified-lot sign agreement due to right-of-way separations within the Granite Park Development.

**Wall Signs:** The request limits the number of wall signs to three per elevation, and allows signs to have a maximum size of 250 square feet.

The proposed sign changes are intended to allow additional flexibility to create functional signage for the following purposes:

1. Create consistency within the Granite Park development due to its location partially outside overlay districts which control signage and partially within two different overlay districts;
2. Allow pedestrian-oriented signage; and
3. Provide additional signage opportunities consistent with similar development types.

The request is consistent with the form and character of the current and future development as proposed by the applicant in the companion concept plan. Staff is in support of the proposed signage standards.

#### Prohibited Uses

The existing CB-1 zoning district allows for a variety of nonresidential uses. The applicant has identified several land uses, which they believe to be incompatible with the development including vehicle sales, vehicle repair, service yards, treatment plants, and warehousing uses. Prohibiting these uses may be an appropriate restriction and may

contribute to the long-term viability of the development. Staff is in support of prohibiting these uses.

### Pedestrian-Oriented Streets

The applicant is proposing a restriction, which will require trees to be placed along street frontages. The applicant is also working with the Engineering Department to install physical improvements to streets and sidewalks to improve pedestrian connectivity. These improvements are important components of pedestrian-oriented development, and when combined with the proposed parking, signage, and use restrictions of this request, support the applicant's intended form and character of the Granite Park development. Staff is in support of this standard.

### **SUMMARY:**

This is a request to rezone the subject property from Central Business-1 to Planned Development-Central Business-1 to prohibit certain uses, and modify standards for parking, signage, and street trees. The requested zoning is in conformance with the recommendations of the Comprehensive Plan and will allow for appropriate parking and signage modifications within the context of a dense, pedestrian-oriented, master-planned development. For these reasons, staff is in support of the proposed rezoning.

### **RECOMMENDATION:**

Recommended for approval as follows:

Restrictions:

The permitted standards must be in accordance with the Central Business-1 (CB-1) zoning district, unless otherwise specified herein.

1. Street trees must be provided at a rate of one 4-inch caliper tree per 35 feet of street frontage. Exact spacing and location of street trees must be determined at the time of site plan approval.
2. The following uses are prohibited:
  - a. Cemetery/Mausoleum
  - b. Mini-warehouse/Public Storage
  - c. Motorcycle Sales/Service
  - d. Mortuary/Funeral Parlor
  - e. Railroad Freight Depot or Dock
  - f. Service Yard

- g. Sewage Treatment Plant
- h. Vehicle Dealer (New)
- i. Vehicle Dealer (Used)
- j. Vehicle Parts Sales (Inside)
- k. Vehicle Repair (Major)
- l. Vehicle Storage
- m. Water Treatment Plant
- n. Warehouse/Distribution Center

3. Parking Regulations:

- a. Except for hotel/motel uses, off-street parking for all nonresidential uses must be provided at a minimum of 1 space for each 355 square feet. Off-street parking for hotel/motel uses must be provided at a rate of 1.25 spaces for each room, unit, or guest accommodation.
- b. Required off-street parking for any lot must be provided within the same block as the lot. The blocks are defined as follows:
  - i. Block A - Northeast corner of Baltic Blvd. and the Dallas North Tollway, south of Granite Pkwy. and west of Parkshore Dr.
  - ii. Block B - Southeast corner of the Dallas North Tollway and S.H. 121, north and west of Granite Parkway.
  - iii. Block C - Northwest corner of Parkshore Drive and Parkwood Boulevard, east of Granite Parkway, 1,255 feet south of S.H. 121.

4. Signage Regulations - In addition to signs permitted by Article 22 (Signs) of the Zoning Ordinance, the following additional signs and/or revised sign definitions and standards are permissible. Except as modified below, General Business, Freestanding Identification, and Multipurpose Signs must meet the requirements of the S.H. 121 Overlay District Sign Requirements.

- a. Directional Signs - Must not contain advertising and must be specifically directional in nature but may contain the names of destinations within the planned development district.



b. Directory Map

- i. A directory map is defined as a noncommercial map used to provide wayfinding information for pedestrians within the planned development district.
- ii. Directory maps may be freestanding, mounted to walls, mounted to vertical supports, incorporated into kiosks or anchored within the public right-of-way.

c. Electronic Changeable Wall Signs

- i. An electronic changeable wall sign is a type of multipurpose wall Sign that displays static images that change message or copy by programmable electronic processes. Electronic changeable wall signs may be mounted on the wall of a building or parking garage.
- ii. Electronic changeable wall signs must not exceed 300 square feet in size.
- iii. Electronic changeable wall signs are exempt from Sections 22.300.1.B and 22.300.2.F.
- iv. A maximum of 2 electronic wall signs are permitted. The signs are limited to 1 per street frontage and must be placed along the Dallas North Tollway or S.H. 121.
- v. Electronic changeable wall signs may only be used to advertise tenants, owners, uses, and any other product or services within the planned development district.

d. Freestanding Identification Signs

- i. Freestanding identification signs along the Dallas North Tollway, S.H. 121, Granite Pkwy., and Parkshore Dr. must be monument signs only, must not exceed 150 square feet in area, and must not exceed 12 feet in height.
- ii. Freestanding identification signs must be placed a minimum of 10 feet from the front property line, 10 feet from adjoining private property lines, and must maintain a minimum distance of 30 feet between signs.

e. General Business Signs

- i. General business signs along the Dallas North Tollway, S.H. 121, Granite Pkwy., and Parkshore Dr. must be monument signs only, and must not exceed 100 square feet in area and 12 feet in height.

- ii. General business signs must be placed a minimum of 10 feet from the front property line, 30 feet from adjoining private property lines, and must maintain a minimum distance of 60 feet between signs.

f. Kiosks

- i. Freestanding kiosk structures are allowed on individual lots. Kiosks are limited to a maximum of 10 feet in height. Visibility requirements must be met for drives and streets.
- ii. Kiosks may display directory maps, artwork, or messages that pertain to the planned development district or special events, and may display commercial advertising signs.
- iii. Signage on kiosks must not exceed 60 square feet in area. For multiple-sided kiosks, the gross surface area of each side must not exceed 2 times the allowable square footage divided by the number of sign faces.
- iv. A maximum of 8 freestanding kiosks may be installed in the planned development district, with a maximum of 4 installed per block.

g. Multipurpose Signs

- i. Multipurpose signs must be monument signs only, must not exceed 225 square feet in area, and must not exceed 15 feet in height.
- ii. Multipurpose signs must be placed a minimum of 10 feet from the front property line, 10 feet from adjoining private property lines, and must maintain a minimum distance of 30 feet between signs.
- iii. Multipurpose signs are exempt from Section 22.300.2.F.

h. Unified-lot Signs - For purposes of this planned development district, all lots will be considered contiguous, including lots separated by rights-of-way owned by the city in fee.

i. Wall Signs - Must be in accordance with Section 22.300.1.B, with the following exceptions:

- i. Multistory office wall signs must be limited to three signs per elevation. This provision does not apply to the ground and second floors; and
- ii. The ground and second floors in a multistory office building must have signage regulated by Section 22.300.1.C.ii.

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# Granite

## MEMORANDUM

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**TO:** City of Plano  
**FROM:** David R. Cunningham  
**PROJECT:** September 4, 2018 P&Z Meeting  
**SUBJECT:** Granite Park Planned Development Re-Zone Case  
**DATE:** 8/27/2018

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### **History of Granite Park:**

The land for Granite Park originally consisted of approximately 92 gross acres and lay at the SE Corner of the Future Dallas North Tollway and Sam Rayburn Tollway intersection. When the land was purchased in 1997 and the original plan for Granite Park was platted in early 1998 the intersection was completely undeveloped and at grade. Granite Park was a pioneering effort in the early development of the Greater Legacy Business District.

Granite Park's net development acreage became 68 acres after ROW dedications and Core of Engineer Floodway and water detention planning was accounted for.

Granite Park is Zoned Central Business-1/Dallas North Tollway Overlay District. The original plan for Granite Park was designed to allow for Class "A" Office, Hotel and Retail/Restaurant uses. The original notion of the Masterplan was that Granite Park would contain approximately 1.5 million square feet of new construction and would be parked approximately 50% at grade and 50% in garages.

The City Code for office building parking which is the predominate use planned for Granite Park is 3/1000 (1 space per 300 GSF)

Granite Park is a long term asset that is being held and developed continuously as the market allows. Granite Park is the headquarters asset of Granite Properties, Inc. and serves as the investment stronghold of Granite's \$2.5 Billion nationwide portfolio.

**Granite Park Development begins:**

Granite Park I as well as ½ of Granite Parkway and all of Parkshore Drives and a portion of Parkwood Blvd. were built in 1998 and delivered to the market in early 1999. GP 1 was 50% structured parked and 50% site parked at a ratio of 4/1000.

Granite Park II was built in 2000. GP II was built as 80% structured parked and 20% site parked and also at a ratio of 4/1000.

The Children's Courtyard daycare center was built in 2000.

**Granite Park Matures:**

Granite Park III and Granite Park Shops II were built in 2005-2006 and was 100% structured parked at a ratio of 3.5/1000 as we began to understand that the heavier parking we were building was not getting used. Granite recognized that the land value had accreted so much that on grade parking was inefficient. Granite also was early to recognize that actual parking usage was never at the heavier planned rate and almost always at a rate LOWER than the existing City Code.

Shops at Granite Park and the Blue Mesa were built during this 2<sup>nd</sup> Phase of Granite Park.

At the same time that GP III was being constructed Granite built the remainder of Granite Parkway and along with the Posey Company and EDS/Trammel Crow built out the northern section of Parkwood Blvd along with the intersection of Parkwood to Hwy 121.

No new buildings were delivered between 2006 and 2013 due to the recession.

**Development Pace Escalates:**

Granite Park IV was built in 2013 and Granite Park V was built in 2015 and both assets were 100% structured parked at a ratio of 3.25/1000.

The 270,000 SF, 300 room conference center Hilton at Granite Park was developed in 2013 and opened in August 2014.

Granite Park VII, Fannie Mae Texas Headquarters was built in 2016-2017.

The Boardwalk at Granite Park containing 8 restaurants was built in 2016-2017.

As of the end of 2017 Granite Park now contains 2.5 million SF of Class "A" Hotel, Retail and Office product and is home to 10,000 daytime jobs.

**Granite Parks New Master Plan:**

Recognizing that the dynamic of the development characteristics have changed in the greater Legacy Business District, Granite has begun the process of densification studies which will remove most, if not all, of the site parking components for office sites in order to build more buildings that are larger and will be 100% structure parked.

The new Master Plan for Granite Park projects a full development build-out of 4.5 Million SF and will take another 10 to 12 years to bring to full completion. New parking for Granite Park will need to be right sized to allow for current demands and expected lesser parking demands as flex-time, work-from-home, self-driven cars and pay-for-use services come more into play.

The new PD for Granite Park will help us right-size our parking supply to make use of the 2,000 spaces now being unused as well as to let Granite Park function as more cross functioning development.

## Granite Properties Portfolio-wide Parking Study July 2018

### Executive Summary

In an effort to better manage parking and not over build parking in future developments, Granite Properties conducted a portfolio-wide parking study of 23 Class A buildings totaling 7 million square foot with structured parking in suburban, inter-urban and urban areas in Dallas, Houston, Atlanta, Denver and Southern California from January – May 2018.

In general, the most common code required for parking at office buildings ranges from 3:1,000 to 3.5:1,000. Granite has provided a range of 3:1000 to 4:1000 because of broker and customer demands. In the 90s, companies like call centers, began asking for 5:1,000, 6:1,000 or even 7:1,000 to accommodate a large number of employees working in smaller spaces with overlapping shifts. While there is no comparison between office buildings designed for call centers and multi-tenant Class A buildings, the general perception by brokers now is that their client's need 4:1000 or even higher.

Granite's property management teams in Dallas, Houston, Atlanta, Denver and Southern California performed the garage usage counts every day for two weeks. The team picked weeks without holidays and the study ended in May before summer vacation season started. We calculated the average daily parking when grossed up to 100% occupancy as well as the peak hour of the peak day when grossed up to 100% occupancy, to get the worst-case scenario of our parking demands.

The study has consistently shown that during peak demand roughly 30 percent of parking is not being used and sits empty when a building is 100% leased. In fact, our study found that our customers only use on average of 2.17 spaces per 1,000 square foot using peak hour of the peak day as the measuring point. This ratio was strikingly consistent across all of our buildings in all five markets. This means that of the total 22,360 parking spots we provide in the surveyed buildings in our five market cities, 6580 parking spots (30%) sit vacant every day at peak hour and even more than that on average. The value of those spots combined is over \$100 million.

In Dallas for instance, we offer a parking ratio average of 3.24:1,000 but the study reveals that Granite's office buildings use 2.05:1,000, so 37% of parking spots will be empty on an average day using peak hour of a peak day as a measuring point. **At Granite Park in Plano, where we offer a range of 3.25-4:1,000 only 1.9:1,000 is being utilized; 2347 spots, more than 45%, will be vacant on the average peak day.**

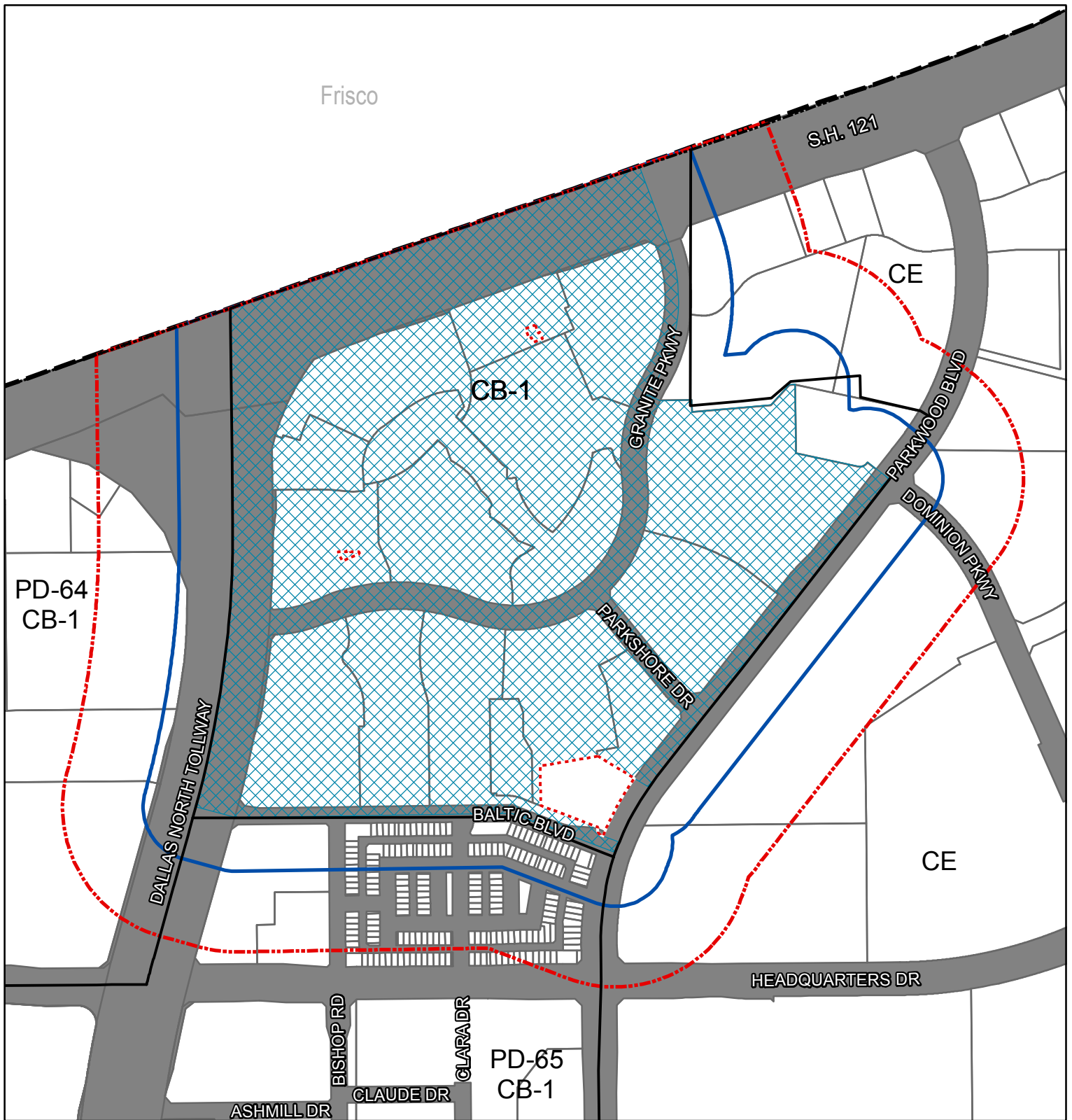
Granite's goal is to develop efficient, smarter buildings that are rich in amenities and do not waste resources. With a better view of parking utilization, we can save our customers millions of dollars in our future office developments by right sizing the parking facilities and then allocating those funds to develop an even better building and save energy that is being spent on needlessly overbuilding our parking facilities.

The industry as a whole and Granite agrees, that the change in how people work and get to work is going to make this situation more glaring in the future when flexible work environments, work-from-home, ride-sharing and the reality of driverless cars comes into vogue. This is why it's important that we start educating cities, brokers and our customers about rightsizing parking demands.

To achieve our goal to accommodate each worker with a parking space when they need it in the most cost effective way, we recommend:

- Investing in technology to help right size parking by better managing a more efficient supply of spaces.
- Educating cities, brokers and customers that developing parking without an accurate view of parking utilization would be wasteful and expensive.
- Understanding and using mixed use calculations to use off-peak parking for uses that are not at peak demand at the same time of the day.
- Exploring how to repurpose the extra parking.
- Changing the way new parking garages are capitalized to supply expected use counts and charging for over use demands that are not being experienced.



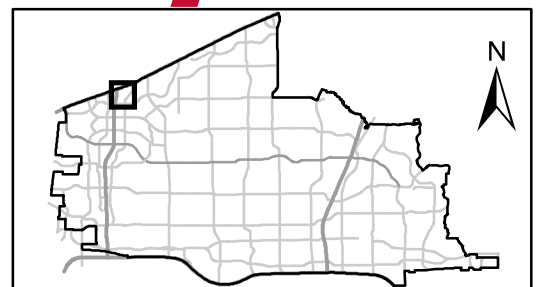


Zoning Case #: 2018-002

Existing Zoning: Central Business-1 (CB-1) located within the State Highway 121/Dallas North Tollway Overlay Districts w/Specific Use

Proposed Zoning: Planned Development-Central Business-1 (PD-CB-1)

--- Zoning Boundary Change/SUP    — Zoning Boundary    [Blue Hatched Box] Subject Property  
 - - - City Limits    ..... Specific Use Permit    [Grey Box] Right-of-Way



Source: City of Plano Planning Department





Source: City of Plano, Planning Dept.  
Date : 10/1/2018

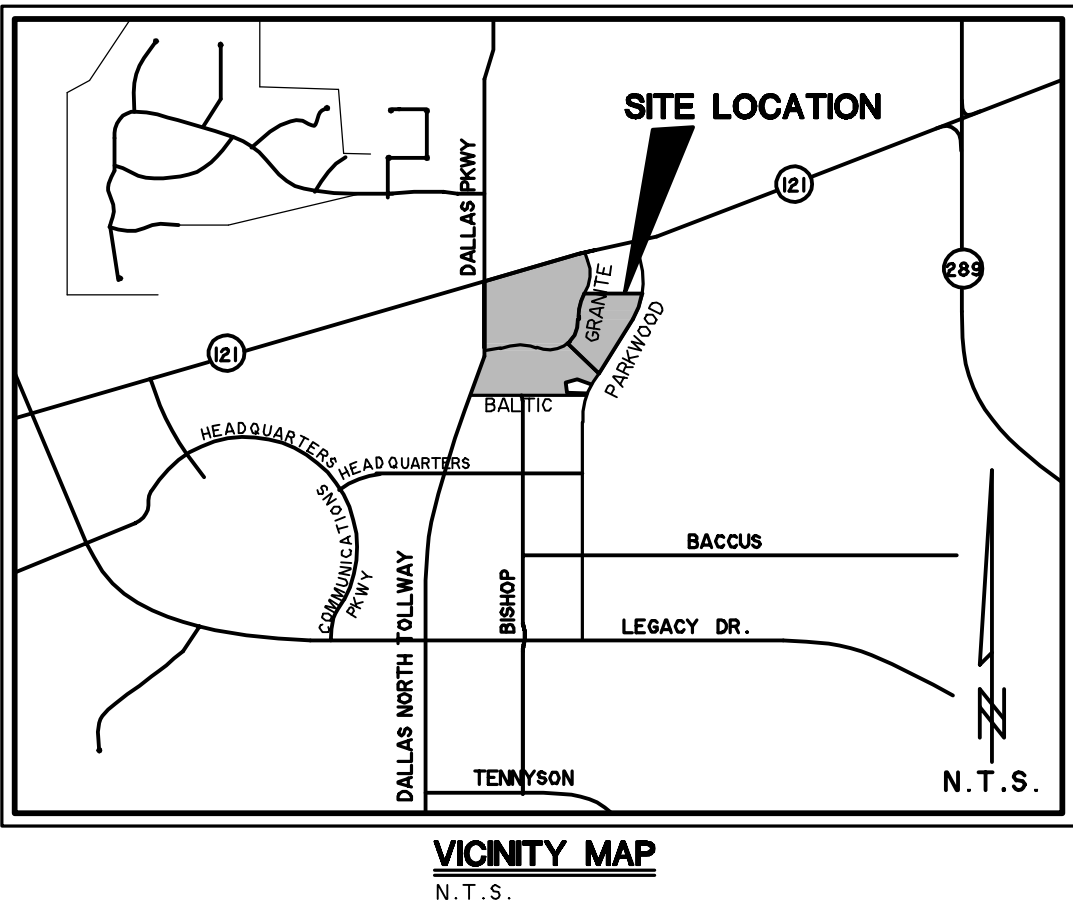
Zoning Case 2018-002



LINE TABLE		
LINE	LENGTH	BEARING
L1	1612.91	N71°45'19"E
L2	303.15	S19°44'04"E
L3	46.00	S64°19'19"E
L4	118.16	EAST
L5	45.00	S00°30'23"W
L6	295.82	N85°51'44"E
L7	101.56	N43°04'14"E
L8	20.89	N86°25'46"E
L9	256.00	S00°00'06"E
L10	236.46	S76°58'45"E
L11	101.22	S51°00'50"E
L12	1406.33	S39°00'07"W
L13	221.25	N58°03'53"W
L14	217.60	S81°20'41"W
L15	146.51	S00°09'34"W
L16	229.94	S68°13'37"E
L17	2.27	S23°50'00"W
L18	69.94	S68°14'10"E
L19	411.56	N68°13'36"W
L20	1026.12	N89°50'26"W
L21	150.00	N73°43'50"W
L22	795.74	N00°14'31"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	535.97	600.00	51°10'54"	S05°51'23"W	518.33
C2	60.41	600.00	5°46'09"	S28°33'45"W	60.39
C3	40.29	32.00	72°08'07"	N66°57'12"E	37.68
C4	47.71	997.15	2°44'29"	S37°38'17"W	47.71
C5	32.14	20.00	92°04'10"	S22°12'05"E	28.79
C6	42.01	1000.50	2°24'22"	S21°43'13"W	42.01
C7	1068.50	3819.72	16°01'39"	N08°15'21"E	1065.02

* LEGEND *	
CI	CURVE IDENTIFIED IN CURVE TABLE
CAB	CABINET
CB-I	CENTRAL BUSINESS-I
CE	COMMERCIAL EMPLOYMENT
LI	LINE IDENTIFIED IN LINE TABLE
P.R.C.C.T.	PLAT RECORDS, COLLIN COUNTY, TEXAS
PG.	PAGE
VOL.	VOLUME



\* FIELD NOTES \*

BEING A TRACT OF LAND LOCATED IN THE COLLIN COUNTY SCHOOL LAND #06 SURVEY, ABSTRACT No. 149, JABEZ DEGMA SURVEY, ABSTRACT No. 279, S H BROWN SURVEY, ABSTRACT No. 108 AND THE HUGH THOMPSON SURVEY, ABSTRACT No. 896, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT, BEING THE INTERSECTION OF THE CENTERLINE OF STATE HIGHWAY 121 (SAM RAYBURN TOLLWAY) WITH THE CENTERLINE OF DALLAS NORTH TOLLWAY,

THENCE N 71°45'19" E, ALONG THE CENTERLINE OF SAID STATE HIGHWAY 121, A DISTANCE OF 1612.91 FEET TO A POINT,

THENCE S 19°44'04" E, DEPARTING THE CENTERLINE OF SAID STATE HIGHWAY 121, A DISTANCE OF 303.15 FEET TO A POINT, BEING IN THE CENTERLINE OF GRANITE PARKWAY, THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 121 AND BEING THE BEGINNING OF A CURVE TO THE RIGHT,

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 535.97 FEET ALONG THE CENTERLINE OF SAID GRANITE PARKWAY AND SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, A DELTA ANGLE OF 51°10'54", AND A CHORD BEARING OF S 05°51'23" W, 518.33 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE LEFT,

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 60.41 FEET ALONG THE CENTERLINE OF SAID GRANITE PARKWAY AND SAID CURVE TO THE LEFT, HAVING A RADIUS OF 600.00 FEET, A DELTA ANGLE OF 05°46'09", AND A CHORD BEARING OF S 28°33'45" W, 60.39 FEET TO A POINT,

THENCE S 64°19'19" E, DEPARTING THE CENTERLINE OF SAID GRANITE PARKWAY, A DISTANCE OF 46.00 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF SAID GRANITE PARKWAY, BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK A, PARKWOOD COMMONS ADDITION, RECORDED IN VOLUME 2015, PAGE 299, PLAT RECORDS, COLLIN COUNTY, TEXAS (P.R.C.C.T.) AND THE NORTHWEST CORNER OF LOT 2, BLOCK C, GRANITE PARK, RECORDED IN VOLUME 2017, PAGE 702, P.R.C.C.T.,

THENCE DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID GRANITE PARKWAY AND ALONG THE COMMON LINES OF SAID LOT 4, BLOCK A, PARKWOOD COMMONS ADDITION AND SAID LOT 2, BLOCK C, GRANITE PARK AS FOLLOWS:

1) EAST, 118.16 FEET TO A POINT,

2) S 00°30'23" W, 45.00 FEET TO A POINT,

3) N 85°51'44" E, 295.82 FEET TO A POINT,

4) N 43°04'14" E, 101.56 FEET TO A POINT,

5) N 86°25'46" E, 20.89 FEET TO A POINT, BEING THE NORTHWEST CORNER OF LOT 1, BLOCK C, GRANITE PARK, RECORDED IN VOLUME 2015, PAGE 448, P.R.C.C.T.,

THENCE DEPARTING THE SOUTH LINE OF SAID LOT 4, BLOCK A, PARKWOOD COMMONS ADDITION AND ALONG THE COMMON LINES OF SAID LOT 1, BLOCK C, GRANITE PARK AND SAID LOT 2, BLOCK C, GRANITE PARK AS FOLLOWS:

1) S 00°00'06" E, 256.00 FEET TO A POINT, BEING THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK C,

2) S 76°58'45" E, 236.46 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE LEFT,

3) NORTHEASTERLY, AN ARC LENGTH OF 40.29 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 32.00 FEET, A DELTA ANGLE OF 72°08'07", AND A CHORD BEARING OF N 66°57'12" E, 37.68 FEET TO A POINT,

4) S 51°00'50" E, AT 41.22 FEET PASSING THE WEST RIGHT-OF-WAY LINE OF PARKWOOD BOULEVARD, THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK C, GRANITE PARK AND NORTHEAST CORNER OF SAID LOT 2, BLOCK C, GRANITE PARK, CONTINUING IN ALL A TOTAL DISTANCE OF 101.22 FEET TO A POINT IN THE CENTERLINE OF SAID PARKWOOD BOULEVARD,

THENCE S 39°00'07" W, ALONG THE CENTERLINE OF SAID PARKWOOD BOULEVARD, A DISTANCE OF 1406.33 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE LEFT,

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 47.71 FEET ALONG THE CENTERLINE OF SAID PARKWOOD BOULEVARD AND SAID CURVE TO THE LEFT, HAVING A RADIUS OF 997.15 FEET, A DELTA ANGLE OF 02°44'29", AND A CHORD BEARING OF S 37°38'17" W, 47.71 FEET TO A POINT,

THENCE N 58°03'53" W, DEPARTING THE CENTERLINE OF SAID PARKWOOD BOULEVARD, AT 60.16 FEET PASSING THE WEST RIGHT-OF-WAY LINE OF SAID PARKWOOD BOULEVARD, THE NORTHEAST CORNER OF LOT 4, BLOCK A, GRANITE PARK, RECORDED IN CABINET N, PAGE 360, P.R.C.C.T. AND THE SOUTH CORNER OF LOT 7, BLOCK A, GRANITE PARK, RECORDED IN VOLUME 2017, PAGE 228, P.R.C.C.T., CONTINUING IN ALL A TOTAL DISTANCE OF 221.25 FEET TO A NORTH CORNER OF SAID LOT 4, BLOCK A, GRANITE PARK AND A SOUTHEAST CORNER OF LOT 5R, BLOCK A, GRANITE PARK, RECORDED IN VOLUME 2017, PAGE 228, P.R.C.C.T.,

THENCE S 81°20'41" W, ALONG A NORTH LINE OF SAID LOT 4, BLOCK A, GRANITE PARK AND A SOUTH LINE OF SAID LOT 5R, BLOCK A, GRANITE PARK, A DISTANCE OF 217.60 FEET TO A POINT BEING THE NORTHWEST CORNER OF SAID LOT 4, BLOCK A, GRANITE PARK,

THENCE S 00°09'34" W, ALONG THE WEST LINE OF SAID LOT 4, BLOCK A, GRANITE PARK AND AN EAST LINE OF SAID LOT 5R, BLOCK A, GRANITE PARK, A DISTANCE OF 146.51 FEET TO A POINT, BEING THE SOUTHWEST CORNER OF SAID LOT 4, BLOCK A, GRANITE PARK, A SOUTH CORNER OF SAID LOT 5R, BLOCK A, GRANITE PARK AND IN A NORTHEAST LINE OF LOT 1R, BLOCK A, GRANITE PARK PHASE I, RECORDED IN VOLUME 2015, PAGE 720, P.R.C.C.T.,

THENCE S 68°13'37" E, ALONG THE SOUTH LINE OF SAID LOT 4, BLOCK A, GRANITE PARK AND A NORTHEAST LINE OF SAID LOT 1R, BLOCK A, GRANITE PARK PHASE I, A DISTANCE OF 229.94 FEET TO A POINT,

THENCE S 23°50'00" W, ALONG THE SOUTH LINE OF SAID LOT 4, BLOCK A, GRANITE PARK AND A NORTHEAST LINE OF SAID LOT 1R, BLOCK A, GRANITE PARK PHASE I, A DISTANCE OF 2.27 FEET TO A POINT BEING THE BEGINNING OF A CURVE TO THE LEFT,

THENCE SOUTHEASTERLY, AN ARC LENGTH OF 32.14 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 92°04'10", AND A CHORD BEARING OF S 22°12'05" E, 28.79 FEET TO A POINT,

THENCE S 68°14'10" E, 69.94 FEET TO A POINT IN THE CENTERLINE OF SAID PARKWOOD BOULEVARD, BEING THE BEGINNING OF A CURVE TO THE LEFT,

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 42.01 FEET ALONG THE CENTERLINE OF SAID PARKWOOD BOULEVARD AND SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1000.50 FEET, A DELTA ANGLE OF 02°24'22", AND A CHORD BEARING OF S 21°43'13" W, 42.01 FEET TO A POINT,

THENCE N 68°13'36" W, DEPARTING THE CENTERLINE OF SAID PARKWOOD BOULEVARD, AT 60.01 FEET PASSING THE WEST RIGHT-OF-WAY LINE OF SAID PARKWOOD BOULEVARD AND BEING IN THE CENTERLINE OF BALTIC BOULEVARD, CONTINUING ALONG THE CENTERLINE OF SAID BALTIC BOULEVARD IN ALL A TOTAL DISTANCE OF 411.56 FEET TO A POINT,

THENCE N 89°50'26" W, ALONG THE CENTERLINE OF SAID BALTIC BOULEVARD, A DISTANCE OF 1026.12 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS NORTH TOLLWAY,

THENCE N 73°43'50" W, DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS NORTH TOLLWAY, A DISTANCE OF 150.00 FEET TO A POINT IN THE CENTERLINE OF SAID DALLAS NORTH TOLLWAY AND BEING THE BEGINNING OF A CURVE TO THE LEFT,

THENCE NORTHEASTERLY, AN ARC LENGTH OF 1068.50 FEET ALONG THE CENTERLINE OF SAID DALLAS NORTH TOLLWAY AND SAID CURVE TO THE LEFT, HAVING A RADIUS OF 3819.72 FEET, A DELTA ANGLE OF 16°01'39", AND A CHORD BEARING OF N 08°15'21" E, 1065.02 FEET TO A POINT,

THENCE N 00°14'31" E, ALONG THE CENTERLINE OF SAID DALLAS NORTH TOLLWAY, A DISTANCE OF 795.74 FEET TO THE PLACE OF BEGINNING AND CONTAINING 93.551 ACRES (4,075,084 SQUARE FEET) OF LAND, MORE OR LESS.

ZONING EXHIBIT  
GRANITE PARK  
PROJECT NO: ZC 2018-002

BEING 93.551 ACRES OF LAND LOCATED IN  
COLLIN COUNTY SCHOOL  
LAND #06 SURVEY, ABSTRACT No. 149,  
JABEZ DEGMA SURVEY, ABSTRACT No. 279,  
S H BROWN SURVEY, ABSTRACT No. 108 AND  
HUGH THOMPSON SURVEY, ABSTRACT No. 896,  
CITY OF PLANO, COLLIN COUNTY, TEXAS.

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 ACTIONS 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.

OWNER/APPLICANT

GRANITE PROPERTIES  
5601 GRANITE PARKWAY, SUITE 800  
PLANO, TX 75024  
CONTACT: MR. DAVID CUNNINGHAM  
PH: 972-731-2300  
FAX: 972-731-2336

SURVEYOR/ENGINEER

WIER & ASSOCIATES, INC.  
2201 E. LAMAR BLVD., SUITE 200E  
ARLINGTON, TEXAS 76006  
CONTACT: RANDY EADLEY  
PH: 817-467-7700  
FAX: 817-467-7713  
EMAIL: RANDY@WIERASSOCIATES.COM

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





BEING 93.551 ACRES OF LAND LOCATED IN  
COLLIN COUNTY SCHOOL  
LAND #06 SURVEY, ABSTRACT No. 149,  
JABEZ DEGMAN SURVEY, ABSTRACT No. 279,  
S H BROWN SURVEY, ABSTRACT No. 108 AND  
HUGH THOMPSON SURVEY, ABSTRACT No. 896.  
CITY OF PLANO, COLLIN COUNTY, TEXAS.

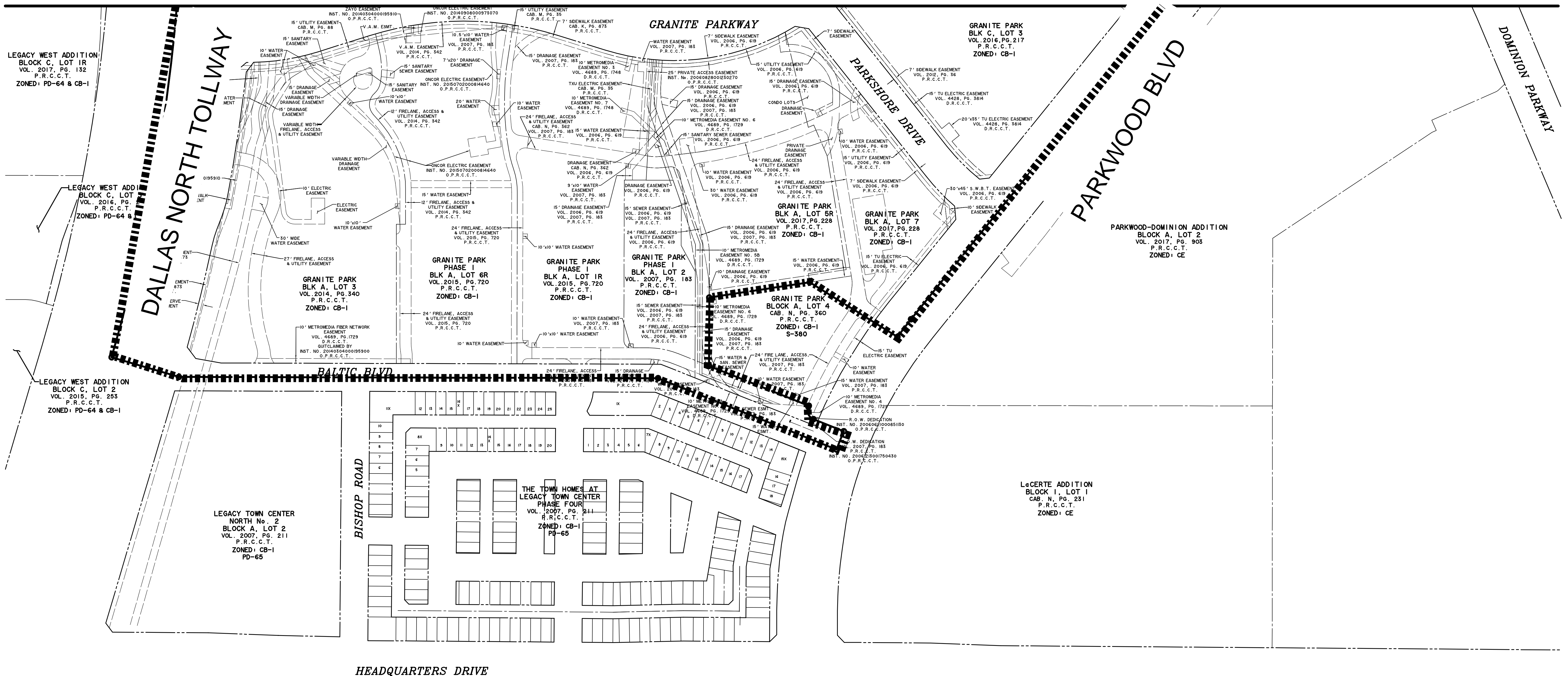
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2201 E. LAMAR BLVD., SUITE 200E  
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CONTACT: RANDY EARDLEY  
PH: 817-467-7700  
FAX: 817-467-7713  
EMAIL: RANDY@WIERASSOCIATES.COM

**WIA** PREPARED BY:  
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**ENGINEERS SURVEYORS LAND PLANNERS**  
2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700  
Texas Firm Registration No. F-2776 [www.WierAssociates.com](http://www.WierAssociates.com)  
Texas Board of Professional Land Surveying Registration No. 10033900

DATE: 4/6/2018  
W A No 03/25 07

MATCH LINE SEE SHEET 2



*ZONING EXHIBIT  
GRANITE PARK  
PROJECT NO: ZC 2018-002*

BEING 93.551 ACRES OF LAND LOCATED IN  
COLLIN COUNTY SCHOOL  
LAND #06 SURVEY, ABSTRACT No. 149,  
JABEZ DEGMAN SURVEY, ABSTRACT No. 279,  
S H BROWN SURVEY, ABSTRACT No. 108 AND  
HUGH THOMPSON SURVEY, ABSTRACT No. 896,  
CITY OF PLANO, COLLIN COUNTY, TEXAS.

**WIA** PREPARED BY:  
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*SHEET 3 OF 3*

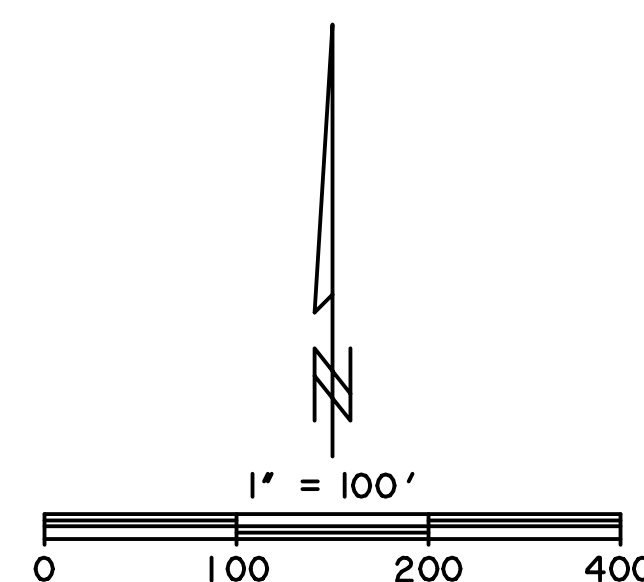
DATE: 4/6/2018  
W.A. No. 03125.07

**OWNER/APPLICANT**

**GRANITE PROPERTIES**  
**5601 GRANITE PARKWAY, SUITE 800**  
**PLANO, TX 75024**  
**CONTACT: MR. DAVID CUNNINGHAM**  
**PH: 972-731-2300**  
**FAX: 972-731-2336**

**SURVEYOR/ENGINEER**

**WIER & ASSOCIATES, INC.**  
**2201 E. LAMAR BLVD., SUITE 200E**  
**ARLINGTON, TEXAS 76006**  
**CONTACT: RANDY EARDLEY**  
**PH: 817-467-7700**  
**FAX: 817-467-7713**  
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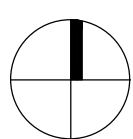
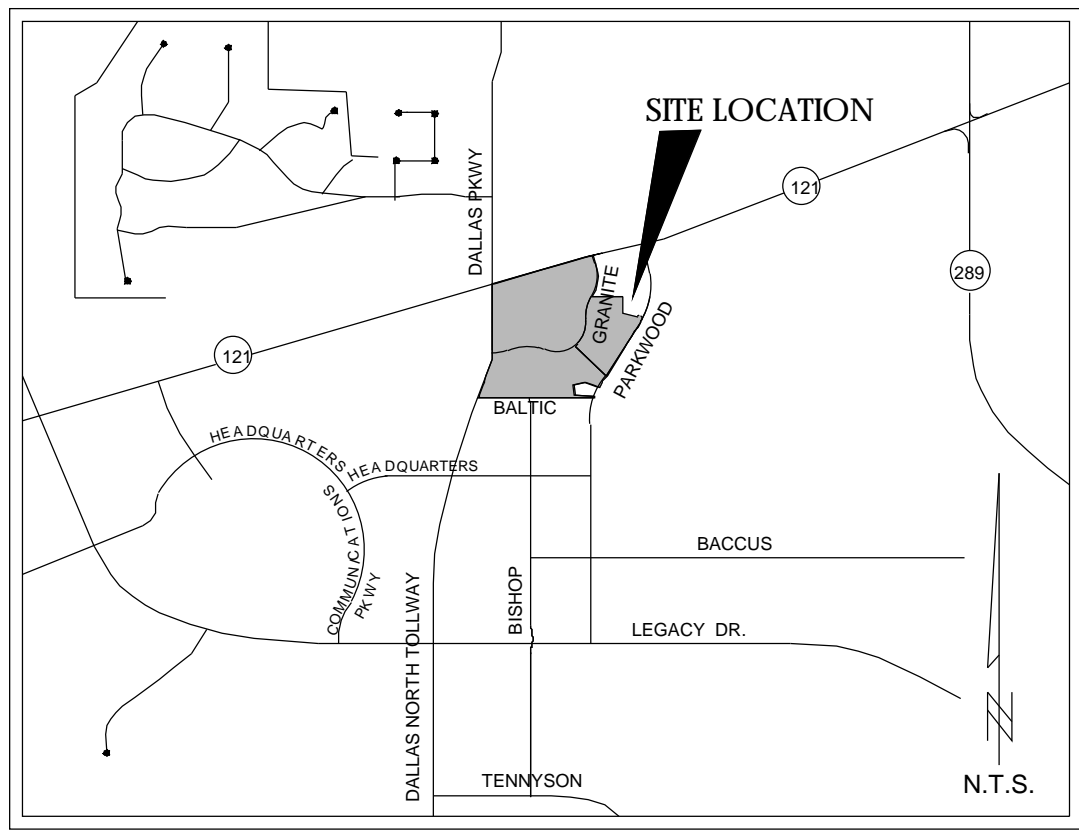
SITE DATA SUMMARY TABLE																			
Item	Block A, Lot 1R	Block A, Lot 2	Block A, Lot 3	Block A, Lot 5R	Block A, Lot 6R	Block A, Lot 7 Building One	Block A, Lot 7 Building Two	Block B, Lot 1R	Block B, Lot 2R	Block B, Lot 3R	Block B, Lot 4R	Block B, Lot 5R	Block B, Lot 6R Building One	Block B, Lot 6R Building Two	Block B, Lot 7	Block B, Lot 8	Block C, Lot 2	Block C, Lot 3	Total for All Lots
Zoning (from Zoning Map)	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1
Land Use (from Zoning ordinance)	General Office	Drainage & Floodway Easement	General Office	General Office	General Office	General Office	General Office/Retail	Hotel	General Office/ Retail	Restaurant	Drainage & Floodway Easement	Restaurant	General Office	General Office	General Office	Retail/Restaurant/General Office	General Office	General Office	
Lot Area (Square Feet)	192,677 SF	50,076 SF	246,057 SF	192,121 SF	188,408 SF	81,107 SF	18,449 SF	210,305 SF	160,114 SF	76,350 SF	246,778 SF	194,596 SF	230,195 SF	20,707 SF	171,348 SF	98,751 SF	380,379 SF	212,004 SF	2,970,422 SF
Lot Area (Acres)	4.423 ac	1.150 ac	5.649 ac	4.410 ac	4.325 ac	1.862 ac	0.424 ac	4.828 ac	3.676 ac	1.753 ac	5.665 ac	4.467 ac	5.285 ac	0.475 ac	3.934 ac	2.267 ac	8.732 ac	4.867 ac	68.192 ac
Building Footprint Area (Square Feet)	24,666 SF	-	25,140 SF	23,823 SF	25,140 SF	26,000 SF	10,000 SF	67,597 SF	30,000 SF	7,701 SF	-	29,507 SF	41,597 SF	15,000 SF	28,000 SF	23,390 SF	43,043 SF	26,000 SF	446,604 SF
Total Building Area (Gross Square Feet)	256,174 SF	-	320,430 SF	257,943 SF	319,369 SF	260,000 SF	40,000 SF	261,968 SF	520,000 SF	7,701 SF	-	44,595 SF	386,454 SF	30,000 SF	416,000 SF	45,426 SF	336,884 SF	500,000 SF	4,002,944 SF
Building Height (# Stories)	10	-	12	10	12	12	4	9	32	1	-	1	14	3	22	2	10	18	
Building Height (Feet - Distance to Tallest Building Element)	150'	-	203.75'	150'	203.75'	300'	70'	125'	400'	21'	-	40.75'	276'	60'	325'	68'-1"	177'-1"	325'	
Lot Coverage (Percent - x.xx%)	12.80 %	-	10.22 %	12.40 %	13.34 %	32.06 %	54.20 %	32.82 %	18.74 %	10.09 %	-	15.20 %	18.10 %	72.44 %	16.34 %	23.69 %	11.32 %	12.26 %	
Floor Area Ratio (Ratio x.x:1)	1.33:1	-	1.30:1	1.34:1	1.70:1	3.21:1	2.17:1	1.25:1	3.25:1	0.10:1	-	0.23:1	1.68:1	1.45:1	2.43:1	0.46:1	0.89:1	2.36:1	
Parking	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Parking Ratio (prior to ZC2018-002)	1/300	-	1/300	1/300	1/300	NA	NA	1.25/Room	NA	1/100	-	1/100	1/300	NA	NA	1/200, 1/100, 1/300	1/300	NA	
Required Parking (# Spaces)	854	-	1,068	860	1,065	NA	NA	374	NA	77	-	446	1,288	NA	NA	228	1,123	NA	7,382
Provided Parking (# Spaces)	672	-	1,034	884	1,374	NA	NA	419	NA	119	-	233	1,395	NA	NA	228	1,545	NA	7,903
Existing Parking	-	-	-	-	-	-	-	-	199	-	-	-	-	-	-	-	-	-	199
Accessible Parking Required (# Spaces)	14	-	22	16	25	15	5	8	25	5	-	5	25	4	22	5	26	25	248
Accessible Parking Provided (# Spaces)	14	-	26	20	26	15	5	8	25	5	-	5	25	4	22	5	31	25	262
Parking in Excess of 110% of Required Parking (# Spaces)	-	-	-	-	-	-	-	-	-	34	-	-	-	-	-	-	358	-	392
Parking Ratio (per ZC2018-002)	1/355	-	1/355	1/355	1/355	1/355	1/355	1.25/Room	1/355	1/355	-	1/355	1/355	1/355	1/355	1/355	1/355	1/355	
Required Parking (# Spaces) Per PD 1/355	722	-	903	727	900	732	113	374	1,465	22	-	126	1,089	85	1,172	128	949	1,408	10,913
Parking Provided (# Spaces)	672	-	1,034	884	1,374	732	113	419	1,465	119	-	126	1,395	85	1,172	128	1,545	1,408	12,672



01 OVERALL CONCEPT PLAN  
SCALE: 1" = 200'-0"

LEGEND

- LOT LINE
- FIRE LANE
- EXISTING BUILDING
- FUTURE BUILDING



1" = 200'  
0 200 600

SITE PLAN GENERAL NOTES

- Buildings 6,000 square feet or greater shall be 100% fire sprinkled.
- Fire lanes shall be designed and constructed per city standards.
- Handicapped parking areas shall be designed and provided per city standards and shall comply with requirements of the current, adopted International Building Code.
- Four-foot wide sidewalks shall be provided 2.5 feet off of the property line within the rights-of-way, unless a sidewalk easement is provided for a meandering sidewalk or an alternative design is approved by the city. Barrier-free ramps, per city standards, shall be provided on sidewalks at all curb crossings.
- Mechanical units, dumpsters, and trash compactors shall be screened in accordance with the Zoning Ordinance.
- All signage contingent upon approval by Building Inspections Department.
- Approval of the site plan is not final until all engineering plans are approved.
- Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
- Building facades within this development shall be compatible, as provided in the Retail Corner Design Guidelines.
- Outdoor lighting shall comply with illumination standards within Section 6-466 of the Code of Ordinances.
- Please contact the Building Inspections Department to determine the type of construction and occupancy group.
- All electrical transmission, distribution, and service lines must be underground.
- Uses shall conform in operation, location, and construction to the following performance standards in Article 24 of the Zoning Ordinance: noise, smoke and particulate matter, odorous matter, fire or explosive hazard material, toxic and noxious matter, vibration, and/or other performance standards.



CONCEPT PLAN  
GRANITE PARK  
PROJECT NO. CP2018-003

BEING 67.766 ACRES (2,951,973 SF) OF LAND LOCATED IN COLLIN COUNTY SCHOOL LAND #06 SURVEY, ABSTRACT No.149, J ABEZ DEGMA SURVEY, ABSTRACT No.279, S H BROWN SURVEY, ABSTRACT No. 108 AND HUGH THOMPSON SURVEY, ABSTRACT No. 896, CITY OF PLANO, COLLIN COUNTY TEXAS.  
BLOCK A, LOTS: 1R, 2, 3, 5R, 6R, 7  
BLOCK B, LOTS: 1R, 2R, 3R, 4R, 5R, 6R, 7, 8  
BLOCK C, LOTS: 2, 3

OWNER/ APPLICANT	ARCHITECT
GRANITE PROPERTIES 5601 GRANITE PARKWAY, SUITE 800 PLANO, TX 75024 CONTACT: MR. DAVID CUNNINGHAM PH: 972-731-2300 FAX: 972-731-2336	BOKAPOWELL 8070 PARK LANE, SUITE 300 DALLAS, TX 75231 CONTACT: JOE HILLIARD PH: 972-701-9000 FAX: 972-991-3008 EMAIL: JHILLIARD@BOKAPOWELL.COM



architecture | interiors | planning | graphics  
8670 Park Lane, Suite 300 | Dallas, Texas 75231  
Tel 972.701.9000 | Fax 972.991.3008  
www.bokapowell.com

Arch: Donald R. Powell, Jr. Reg. No. 7206  
Arch: Chris W. Barnes Reg. No. 10147  
Arch: John Orfield Reg. No. 11164  
Arch: Andrew Bennett Reg. No. 18129

05.21.2018

client  
GRANITE PROPERTIES  
5601 Granite Parkway  
Suite 800  
Plano, TX 75024

civil engineer  
WIER & ASSOCIATES  
2201 E. Lamar Blvd.  
Suite 200E  
Arlington, TX 76006

landscape architect  
TBG PARTNERS  
2001 Bryan St.  
Suite 1450  
Dallas, TX 75201

project  
GRANITE PARK PLANNED DEVELOPMENT  
Granite Parkway  
Plano, TX 75024

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Original Issue

revisions

title  
PD CONCEPT PLAN

project number 17054.000  
date 05.21.2018  
sheet



## **Zoning Case 2018-002**

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 93.5 acres of land out of the Collin County School Land No. 06 Survey, Abstract No. 149, Jabez Degman Survey, Abstract No. 279, SH Brown Survey, Abstract No. 108, and the Hugh Thompson Survey, Abstract No. 896, located at the southeast corner of State Highway 121 and the Dallas North Tollway in the City of Plano, Collin County, Texas, from Central Business-1 with Specific Use Permits No. 647 and No. 648 for Vehicle Leasing and Renting to Planned Development-42-Central Business-1 with Specific Use Permits No. 647 and No. 648 for Vehicle Leasing and Renting to modify development standards; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 8th day of October 2018, for the purpose of considering rezoning 93.5 acres of land out of the Collin County School Land No. 06 Survey, Abstract No. 149, Jabez Degman Survey, Abstract No. 279, SH Brown Survey, Abstract No. 108, and the Hugh Thompson Survey, Abstract No. 896, located at the southeast corner of State Highway 121 and the Dallas North Tollway in the City of Plano, Collin County, Texas, from Central Business- 1 with Specific Use Permits No. 647 and No. 648 for Vehicle Leasing and Renting to Planned Development-42-Central Business-1 with Specific Use Permits No. 647 and No. 648 for Vehicle Leasing and Renting; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 8th day of October 2018; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 93.5 acres of land out of the Collin County School Land No. 06 Survey, Abstract No. 149, Jabez Degman Survey, Abstract No. 279, SH Brown Survey, Abstract No. 108, and the Hugh Thompson Survey, Abstract No. 896, located at the southeast corner of State Highway 121 and the Dallas North Tollway in the City of Plano, Collin County, Texas, from Central Business-1 with Specific Use Permits No. 647 and No. 648 for Vehicle Leasing and Renting to Planned Development-42-Central Business-1 with Specific Use Permits No. 647 and No. 648 for Vehicle Leasing and Renting, said property being described in the legal description on Exhibit A attached hereto.

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

Restrictions:

The permitted standards must be in accordance with the Central Business-1 (CB-1) zoning district, unless otherwise specified herein.

1. Street trees must be provided at a rate of one 4-inch caliper tree per 35 feet of street frontage. Exact spacing and location of street trees must be determined at the time of site plan approval.
2. The following uses are prohibited:
  - a. Cemetery/Mausoleum
  - b. Mini-warehouse/Public Storage
  - c. Motorcycle Sales/Service
  - d. Mortuary/Funeral Parlor
  - e. Railroad Freight Depot or Dock
  - f. Service Yard
  - g. Sewage Treatment Plant
  - h. Vehicle Dealer (New)
  - i. Vehicle Dealer (Used)
  - j. Vehicle Parts Sales (Inside)

- k. Vehicle Repair (Major)
- l. Vehicle Storage
- m. Water Treatment Plant
- n. Warehouse/Distribution Center

3. Parking Regulations:

- a. Except for hotel/motel uses, off-street parking for all nonresidential uses must be provided at a minimum of 1 space for each 355 square feet. Off-street parking for hotel/motel uses must be provided at a rate of 1.25 spaces for each room, unit, or guest accommodation.
- b. Required off-street parking for any lot must be provided within the same block as the lot. The blocks are defined as follows:
  - i. Block A - Northeast corner of Baltic Blvd. and the Dallas North Tollway, south of Granite Pkwy. and west of Parkshore Dr.
  - ii. Block B - Southeast corner of the Dallas North Tollway and S.H. 121, north and west of Granite Pkwy.
  - iii. Block C - Northwest corner of Parkshore Dr. and Parkwood Blvd., east of Granite Pkwy., 1,255 feet south of S.H. 121.

4. Signage Regulations - In addition to signs permitted by Article 22 (Signs) of the Zoning Ordinance, the following additional signs and/or revised sign definitions and standards are permissible. Except as modified below, General Business, Freestanding Identification, and Multipurpose Signs must meet the requirements of the S.H. 121 Overlay District Sign Requirements.

- a. Directional Signs - Must not contain advertising and must be specifically directional in nature but may contain the names of destinations within the planned development district.
- b. Directory Map
  - i. A directory map is defined as a noncommercial map used to provide wayfinding information for pedestrians within the planned development district.
  - ii. Directory maps may be freestanding, mounted to walls, mounted to vertical supports, incorporated into kiosks or anchored within the public right-of-way.



c. Electronic Changeable Wall Signs

- i. An electronic changeable wall sign is a type of multipurpose wall sign that displays static images that change message or copy by programmable electronic processes. Electronic changeable wall signs may be mounted on the wall of a building or parking garage.
- ii. Electronic changeable wall signs must not exceed 300 square feet in size.
- iii. Electronic changeable wall signs are exempt from Sections 22.300.1.B and 22.300.2.F.
- iv. A maximum of 2 electronic wall signs are permitted. The signs are limited to 1 per street frontage and must be placed along the Dallas North Tollway or S.H. 121.
- v. Electronic changeable wall signs may only be used to advertise tenants, owners, uses, and any other product or services within the planned development district.

d. Freestanding Identification Signs

- i. Freestanding identification signs along the Dallas North Tollway, S.H. 121, Granite Pkwy., and Parkshore Dr. must be monument signs only, must not exceed 150 square feet in area, and must not exceed 12 feet in height.
- ii. Freestanding identification signs must be placed a minimum of 10 feet from the front property line, 10 feet from adjoining private property lines, and must maintain a minimum distance of 30 feet between signs.

e. General Business Signs

- i. General business signs along the Dallas North Tollway, S.H. 121, Granite Pkwy., and Parkshore Dr. must be monument signs only, and must not exceed 100 square feet in area and 12 feet in height.
- ii. General business signs must be placed a minimum of 10 feet from the front property line, 30 feet from adjoining private property lines, and must maintain a minimum distance of 60 feet between signs.

f. Kiosks

- i. Freestanding kiosk structures are allowed on individual lots. Kiosks are limited to a maximum of 10 feet in height. Visibility requirements must be met for drives and streets.
- ii. Kiosks may display directory maps, artwork, or messages that pertain to the planned development district or special events, and may display commercial advertising signs.
- iii. Signage on kiosks must not exceed 60 square feet in area. For multiple-sided kiosks, the gross surface area of each side must not exceed 2 times the allowable square footage divided by the number of sign faces.
- iv. A maximum of 8 freestanding kiosks may be installed in the planned development district, with a maximum of 4 installed per block.

g. Multipurpose Signs

- i. Multipurpose signs must be monument signs only, must not exceed 225 square feet in area, and must not exceed 15 feet in height.
- ii. Multipurpose signs must be placed a minimum of 10 feet from the front property line, 10 feet from adjoining private property lines, and must maintain a minimum distance of 30 feet between signs.
- iii. Multipurpose signs are exempt from Section 22.300.2.F.

h. Unified-lot Signs - For purposes of this planned development district, all lots will be considered contiguous, including lots separated by rights-of-way owned by the city in fee.

i. Wall Signs - Must be in accordance with Section 22.300.1.B, with the following exceptions:

- i. Multistory office wall signs must be limited to three signs per elevation. This provision does not apply to the ground and second floors; and
- ii. The ground and second floors in a multistory office building must have signage regulated by Section 22.300.1.C.ii.

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

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

**Section V.** The repeal of any ordinance or part of ordinances 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 of any ordinance at the time of passage of this Ordinance.

**Section VI.** Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

**PASSED AND APPROVED THIS THE 8TH DAY OF OCTOBER 2018.**

---

Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

**Zoning Case 2018-002**

Being a tract of land located in the Collin County School Land #06 Survey, Abstract No. 149, Jabez Degman Survey, Abstract No. 279, SH Brown Survey, Abstract No. 108 and the Hugh Thompson Survey, Abstract No. 896, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING AT A POINT, being the intersection of the centerline of State Highway 121 (Sam Rayburn Tollway) with the centerline of Dallas North Tollway;

Thence, N 71°45'19" E, along the centerline of said State Highway 121, a distance of 1612.91 feet to a point;

Thence, S 19°44'04" E, departing the centerline of said State Highway 121, a distance of 303.15 feet to a point, being in the centerline of Granite Parkway, the south right-of-way line of said State Highway 121 and being the beginning of a curve to the right;

Thence, southwesterly, an arc length of 535.97 feet along the centerline of said Granite Parkway and said curve to the right, having a radius of 600.00 feet, a delta angle of 51°10'54", and a chord bearing of S 05°51'23" W, 518.33 feet to a point, being the beginning of a curve to the left;

Thence, southwesterly, an arc length of 60.41 feet along the centerline of said Granite Parkway and said curve to the left, having a radius of 600.00 feet, a delta angle of 05°46'09", and a chord bearing of S 28°33'45" W, 60.39 feet to a point;

Thence, S 64°19'19" E, departing the centerline of said Granite Parkway, a distance of 46.00 feet to a point in the east right-of-way line of said Granite Parkway, being the southwest corner of Lot 4, Block A, Parkwood Commons Addition, recorded in Volume 2015, Page 299, Plat Records, Collin County, Texas (P.R.C.C.T.) and the northwest corner of Lot 2, Block C, Granite Park, recorded in Volume 2017, Page 702, P.R.C.C.T.;

Thence, departing the east right-of-way line of said Granite Parkway and along the common lines of said Lot 4, Block A, Parkwood Commons Addition and said Lot 2, Block C, Granite Park as follows:

- 1) East, 118.16 feet to a point;
- 2) S 00°30'23" W, 45.00 feet to a point;
- 3) N 85°51'44" E, 295.82 feet to a point;
- 4) N 43°04'14" E, 101.56 feet to a point;
- 5) N 86°25'46" E, 20.89 feet to a point, being the northwest corner of Lot 1, Block C, Granite Park, recorded in Volume 2015, Page 448, P.R.C.C.T.;

Thence, departing the south line of said Lot 4, Block A, Parkwood Commons Addition and along the common lines of said Lot 1, Block C, Granite Park and said Lot 2, Block C, Granite Park as follows:

- 1) S 00°00'06" E, 256.00 feet to a point, being the southwest corner of said Lot 1, Block C;
- 2) S 76°58'45" E, 236.46 feet to a point, being the beginning of a curve to the left;
- 3) Northeasterly, an arc length of 40.29 feet along said curve to the left, having a radius of 32.00 feet, a delta angle of 72°08'07", and a chord bearing of N 66°57'12" E, 37.68 feet to a point;
- 4) S 51°00'50" E, at 41.22 feet passing the west right-of-way line of Parkwood Boulevard, the southeast corner of said Lot 1, Block C, Granite Park and northeast corner of said Lot 2, Block C, Granite Park, continuing in all a total distance of 101.22 feet to a point in the centerline of said Parkwood Boulevard;

Thence, S 39°00'07" W, along the centerline of said Parkwood Boulevard, a distance of 1406.33 feet to a point, being the beginning of a curve to the left;

Thence, southwesterly, an arc length of 47.71 feet along the centerline of said Parkwood Boulevard and said curve to the left, having a radius of 997.15 feet, a delta angle of 02°44'29", and a chord bearing of S 37°38'17" W, 47.71 feet to a point;

Thence, N 58°03'53" W, departing the centerline of said Parkwood Boulevard, at 60.16 feet passing the west right-of-way line of said Parkwood Boulevard, the northeast corner of Lot 4, Block A, Granite Park, recorded in Cabinet N, Page 360, P.R.C.C.T. and the south corner of Lot 7, Block A, Granite Park, recorded in Volume 2017, Page 228, P.R.C.C.T., continuing in all a total distance of 221.25 feet to a north corner of said Lot 4, Block A, Granite Park and a southeast corner of Lot 5R, Block A, Granite Park, recorded in Volume 2017, Page 228, P.R.C.C.T.;

Thence, S 81°20'41" W, along a north line of said Lot 4, Block A, Granite Park and a south line of said Lot 5R, Block A, Granite Park, a distance of 217.60 feet to a point being the northwest corner of said Lot 4, Block A, Granite Park;

Thence, S 00°09'34" W, along the west line of said Lot 4, Block a, Granite Park and an east line of said Lot 5R, Block A, Granite Park, a distance of 146.51 feet to a point, being the southwest corner of said Lot 4, Block A, Granite Park, a south corner of said Lot 5R, Block A, Granite Park and in a northeast line of Lot 1R, Block A, Granite Park Phase I, recorded in Volume 2015, Page 720, P.R.C.C.T.;

Thence, S 68°13'37" E, along the south line of said Lot 4, Block A, Granite Park and a northeast line of said Lot 1R, Block A, Granite Park Phase I, a distance of 229.94 feet to a point;

Thence, S 23°50'00" W, along the south line of said Lot 4, Block A, Granite Park and a northeast line of said Lot 1R, Block A, Granite Park Phase I, a distance of 2.27 feet to a point being the beginning of a curve to the left;

Thence, southeasterly, an arc length of 32.14 feet along said curve to the left, having a radius of 20.00 feet, a delta angle of 92°04'10", and a chord bearing of S 22°12'05" E, 28.79 feet to a point;

Thence, S 68°14'10" E, 69.94 feet to a point in the centerline of said Parkwood Boulevard, being the beginning of a curve to the left;

Thence, southwesterly, an arc length of 42.01 feet along the centerline of said Parkwood Boulevard and said curve to the left, having a radius of 1000.50 feet, a delta angle of 02°24'22", and a chord bearing of S 21°43'13" W, 42.01 feet to a point;

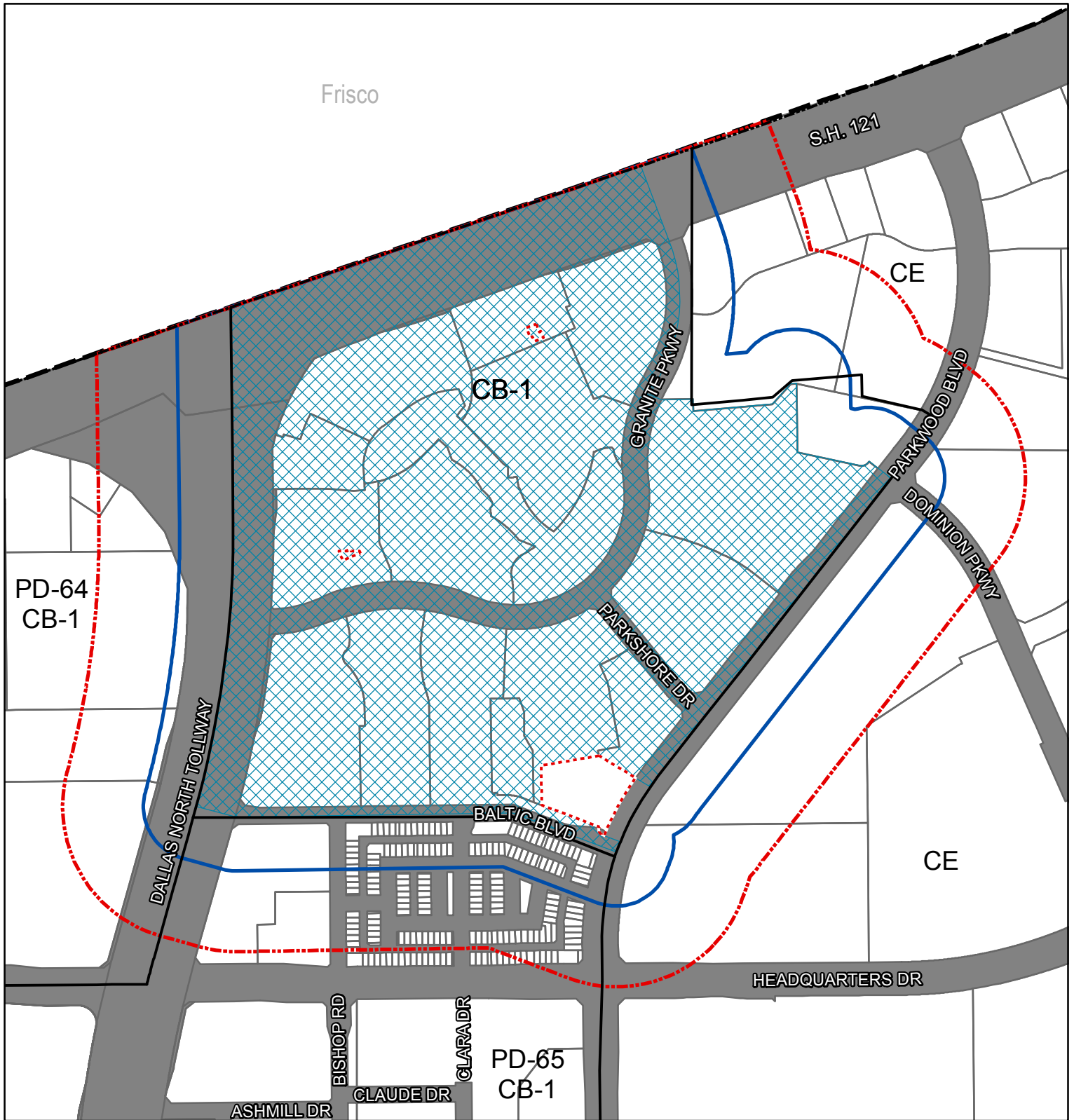
Thence, N 68°13'36" W, departing the centerline of said Parkwood Boulevard, at 60.01 feet passing the west right-of-way line of said Parkwood Boulevard and being in the centerline of Baltic Boulevard, continuing along the centerline of said Baltic Boulevard in all a total distance of 411.56 feet to a point;

Thence, N 89°50'26" W, along the centerline of said Baltic Boulevard, a distance of 1026.12 feet to a point in the east right-of-way line of said Dallas North Tollway;

Thence, N 73°43'50" W, departing the east right-of-way line of said Dallas North Tollway, a distance of 150.00 feet to a point in the centerline of said Dallas North Tollway and being the beginning of a curve to the left;

Thence, northeasterly, an arc length of 1068.50 feet along the centerline of said Dallas North Tollway and said curve to the left, having a radius of 3819.72 feet, a delta angle of 16°01'39", and a chord bearing of N 08°15'21" E, 1065.02 feet to a point;



Thence, N 00°14'31" E, along the centerline of said Dallas North Tollway, a distance of 795.74 feet to the POINT OF BEGINNING and CONTAINING 93.551 acres (4,075,084 square feet) of land, more or less.



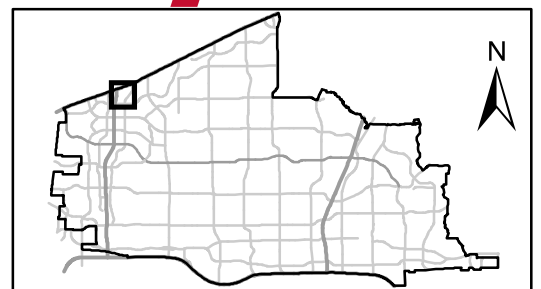
Zoning Case #: 2018-002

Existing Zoning: Central Business-1 (CB-1) located within the State Highway 121/Dallas North Tollway Overlay Districts w/Specific Use

Proposed Zoning: Planned Development-Central Business-1 (PD-CB-1)

--- Zoning Boundary Change/SUP    — Zoning Boundary     Subject Property  
 - - - City Limits    ..... Specific Use Permit     Right-of-Way

Page 161



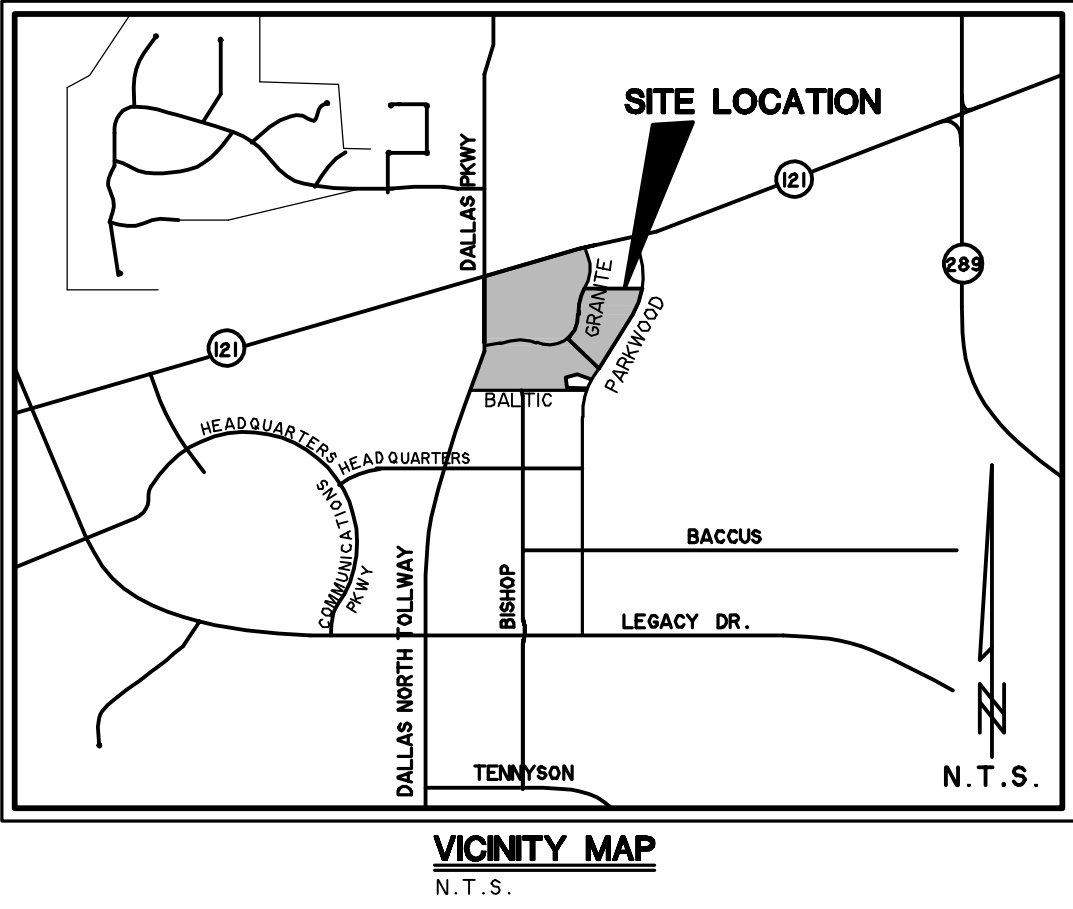
Source: City of Plano Planning Department



LINE TABLE		
LINE	LENGTH	BEARING
L1	1612.91	N71°45'19"E
L2	303.15	S19°44'04"E
L3	46.00	S64°19'19"E
L4	118.16	EAST
L5	45.00	S00°30'23"W
L6	295.82	N85°51'44"E
L7	101.56	N43°04'14"E
L8	20.89	N86°25'46"E
L9	256.00	S00°00'06"E
L10	236.46	S76°58'45"E
L11	101.22	S51°00'50"E
L12	1406.33	S39°00'07"W
L13	221.25	N58°03'53"W
L14	217.60	S81°20'41"W
L15	146.51	S00°09'34"W
L16	229.94	S68°13'37"E
L17	2.27	S23°50'00"W
L18	69.94	S68°14'10"E
L19	411.56	N68°13'36"W
L20	1026.12	N89°50'26"W
L21	150.00	N73°43'50"W
L22	795.74	N00°14'31"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	535.97	600.00	51°10'54"	S05°51'23"W	518.33
C2	60.41	600.00	5°46'09"	S28°33'45"W	60.39
C3	40.29	32.00	72°08'07"	N66°57'12"E	37.68
C4	47.71	997.15	2°44'29"	S37°38'17"W	47.71
C5	32.14	20.00	92°04'10"	S22°12'05"E	28.79
C6	42.01	1000.50	2°24'22"	S21°43'13"W	42.01
C7	1068.50	3819.72	16°01'39"	N08°15'21"E	1065.02

* LEGEND *	
CI	CURVE IDENTIFIED IN CURVE TABLE
CAB	CABINET
CB-I	CENTRAL BUSINESS-I
CE	COMMERCIAL EMPLOYMENT
LI	LINE IDENTIFIED IN LINE TABLE
P.R.C.C.T.	PLAT RECORDS, COLLIN COUNTY, TEXAS
PG.	PAGE
VOL.	VOLUME



\* FIELD NOTES \*

BEING A TRACT OF LAND LOCATED IN THE COLLIN COUNTY SCHOOL LAND #06 SURVEY, ABSTRACT No. 149, JABEZ DEGMA SURVEY, ABSTRACT No. 279, S H BROWN SURVEY, ABSTRACT No. 108 AND THE HUGH THOMPSON SURVEY, ABSTRACT No. 896, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT, BEING THE INTERSECTION OF THE CENTERLINE OF STATE HIGHWAY 121 (SAM RAYBURN TOLLWAY) WITH THE CENTERLINE OF DALLAS NORTH TOLLWAY,

THENCE N 71°45'19" E, ALONG THE CENTERLINE OF SAID STATE HIGHWAY 121, A DISTANCE OF 1612.91 FEET TO A POINT,

THENCE S 19°44'04" E, DEPARTING THE CENTERLINE OF SAID STATE HIGHWAY 121, A DISTANCE OF 303.15 FEET TO A POINT, BEING IN THE CENTERLINE OF GRANITE PARKWAY, THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 121 AND BEING THE BEGINNING OF A CURVE TO THE RIGHT,

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 535.97 FEET ALONG THE CENTERLINE OF SAID GRANITE PARKWAY AND SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, A DELTA ANGLE OF 51°10'54", AND A CHORD BEARING OF S 05°51'23" W, 518.33 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE LEFT,

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 60.41 FEET ALONG THE CENTERLINE OF SAID GRANITE PARKWAY AND SAID CURVE TO THE LEFT, HAVING A RADIUS OF 600.00 FEET, A DELTA ANGLE OF 05°46'09", AND A CHORD BEARING OF S 28°33'45" W, 60.39 FEET TO A POINT,

THENCE S 64°19'19" E, DEPARTING THE CENTERLINE OF SAID GRANITE PARKWAY, A DISTANCE OF 46.00 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF SAID GRANITE PARKWAY, BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK A, PARKWOOD COMMONS ADDITION, RECORDED IN VOLUME 2015, PAGE 299, PLAT RECORDS, COLLIN COUNTY, TEXAS (P.R.C.C.T.) AND THE NORTHWEST CORNER OF LOT 2, BLOCK C, GRANITE PARK, RECORDED IN VOLUME 2017, PAGE 702, P.R.C.C.T.,

THENCE DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID GRANITE PARKWAY AND ALONG THE COMMON LINES OF SAID LOT 4, BLOCK A, PARKWOOD COMMONS ADDITION AND SAID LOT 2, BLOCK C, GRANITE PARK AS FOLLOWS:

1) EAST, 118.16 FEET TO A POINT,

2) S 00°30'23" W, 45.00 FEET TO A POINT,

3) N 85°51'44" E, 295.82 FEET TO A POINT,

4) N 43°04'14" E, 101.56 FEET TO A POINT,

5) N 86°25'46" E, 20.89 FEET TO A POINT, BEING THE NORTHWEST CORNER OF LOT 1, BLOCK C, GRANITE PARK, RECORDED IN VOLUME 2015, PAGE 448, P.R.C.C.T.,

THENCE DEPARTING THE SOUTH LINE OF SAID LOT 4, BLOCK A, PARKWOOD COMMONS ADDITION AND ALONG THE COMMON LINES OF SAID LOT 1, BLOCK C, GRANITE PARK AND SAID LOT 2, BLOCK C, GRANITE PARK AS FOLLOWS:

1) S 00°00'06" E, 256.00 FEET TO A POINT, BEING THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK C,

2) S 76°58'45" E, 236.46 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE LEFT,

3) NORTHEASTERLY, AN ARC LENGTH OF 40.29 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 32.00 FEET, A DELTA ANGLE OF 72°08'07", AND A CHORD BEARING OF N 66°57'12" E, 37.68 FEET TO A POINT,

4) S 51°00'50" E, AT 41.22 FEET PASSING THE WEST RIGHT-OF-WAY LINE OF PARKWOOD BOULEVARD, THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK C, GRANITE PARK AND NORTHEAST CORNER OF SAID LOT 2, BLOCK C, GRANITE PARK, CONTINUING IN ALL A TOTAL DISTANCE OF 101.22 FEET TO A POINT IN THE CENTERLINE OF SAID PARKWOOD BOULEVARD,

THENCE S 39°00'07" W, ALONG THE CENTERLINE OF SAID PARKWOOD BOULEVARD, A DISTANCE OF 1406.33 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE LEFT,

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 47.71 FEET ALONG THE CENTERLINE OF SAID PARKWOOD BOULEVARD AND SAID CURVE TO THE LEFT, HAVING A RADIUS OF 997.15 FEET, A DELTA ANGLE OF 02°44'29", AND A CHORD BEARING OF S 37°38'17" W, 47.71 FEET TO A POINT,

THENCE N 58°03'53" W, DEPARTING THE CENTERLINE OF SAID PARKWOOD BOULEVARD, AT 60.16 FEET PASSING THE WEST RIGHT-OF-WAY LINE OF SAID PARKWOOD BOULEVARD, THE NORTHEAST CORNER OF LOT 4, BLOCK A, GRANITE PARK, RECORDED IN CABINET N, PAGE 360, P.R.C.C.T. AND THE SOUTH CORNER OF LOT 7, BLOCK A, GRANITE PARK, RECORDED IN VOLUME 2017, PAGE 228, P.R.C.C.T., CONTINUING IN ALL A TOTAL DISTANCE OF 221.25 FEET TO A NORTH CORNER OF SAID LOT 4, BLOCK A, GRANITE PARK AND A SOUTHEAST CORNER OF LOT 5R, BLOCK A, GRANITE PARK, RECORDED IN VOLUME 2017, PAGE 228, P.R.C.C.T.,

THENCE S 81°20'41" W, ALONG A NORTH LINE OF SAID LOT 4, BLOCK A, GRANITE PARK AND A SOUTH LINE OF SAID LOT 5R, BLOCK A, GRANITE PARK, A DISTANCE OF 217.60 FEET TO A POINT BEING THE NORTHWEST CORNER OF SAID LOT 4, BLOCK A, GRANITE PARK,

THENCE S 00°09'34" W, ALONG THE WEST LINE OF SAID LOT 4, BLOCK A, GRANITE PARK AND AN EAST LINE OF SAID LOT 5R, BLOCK A, GRANITE PARK, A DISTANCE OF 146.51 FEET TO A POINT, BEING THE SOUTHWEST CORNER OF SAID LOT 4, BLOCK A, GRANITE PARK, A SOUTH CORNER OF SAID LOT 5R, BLOCK A, GRANITE PARK AND IN A NORTHEAST LINE OF LOT 1R, BLOCK A, GRANITE PARK PHASE I, RECORDED IN VOLUME 2015, PAGE 720, P.R.C.C.T.,

THENCE S 68°13'37" E, ALONG THE SOUTH LINE OF SAID LOT 4, BLOCK A, GRANITE PARK AND A NORTHEAST LINE OF SAID LOT 1R, BLOCK A, GRANITE PARK PHASE I, A DISTANCE OF 229.94 FEET TO A POINT,

THENCE S 23°50'00" W, ALONG THE SOUTH LINE OF SAID LOT 4, BLOCK A, GRANITE PARK AND A NORTHEAST LINE OF SAID LOT 1R, BLOCK A, GRANITE PARK PHASE I, A DISTANCE OF 2.27 FEET TO A POINT BEING THE BEGINNING OF A CURVE TO THE LEFT,

THENCE SOUTHEASTERLY, AN ARC LENGTH OF 32.14 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 92°04'10", AND A CHORD BEARING OF S 22°12'05" E, 28.79 FEET TO A POINT,

THENCE S 68°14'10" E, 69.94 FEET TO A POINT IN THE CENTERLINE OF SAID PARKWOOD BOULEVARD, BEING THE BEGINNING OF A CURVE TO THE LEFT,

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 42.01 FEET ALONG THE CENTERLINE OF SAID PARKWOOD BOULEVARD AND SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1000.50 FEET, A DELTA ANGLE OF 02°24'22", AND A CHORD BEARING OF S 21°43'13" W, 42.01 FEET TO A POINT,

THENCE N 68°13'36" W, DEPARTING THE CENTERLINE OF SAID PARKWOOD BOULEVARD, AT 60.01 FEET PASSING THE WEST RIGHT-OF-WAY LINE OF SAID PARKWOOD BOULEVARD AND BEING IN THE CENTERLINE OF BALTIC BOULEVARD, CONTINUING ALONG THE CENTERLINE OF SAID BALTIC BOULEVARD IN ALL A TOTAL DISTANCE OF 411.56 FEET TO A POINT,

THENCE N 89°50'26" W, ALONG THE CENTERLINE OF SAID BALTIC BOULEVARD, A DISTANCE OF 1026.12 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS NORTH TOLLWAY,

THENCE N 73°43'50" W, DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS NORTH TOLLWAY, A DISTANCE OF 150.00 FEET TO A POINT IN THE CENTERLINE OF SAID DALLAS NORTH TOLLWAY AND BEING THE BEGINNING OF A CURVE TO THE LEFT,

THENCE NORTHEASTERLY, AN ARC LENGTH OF 1068.50 FEET ALONG THE CENTERLINE OF SAID DALLAS NORTH TOLLWAY AND SAID CURVE TO THE LEFT, HAVING A RADIUS OF 3819.72 FEET, A DELTA ANGLE OF 16°01'39", AND A CHORD BEARING OF N 08°15'21" E, 1065.02 FEET TO A POINT,

THENCE N 00°14'31" E, ALONG THE CENTERLINE OF SAID DALLAS NORTH TOLLWAY, A DISTANCE OF 795.74 FEET TO THE PLACE OF BEGINNING AND CONTAINING 93.551 ACRES (4,075,084 SQUARE FEET) OF LAND, MORE OR LESS.

ZONING EXHIBIT  
GRANITE PARK  
PROJECT NO: ZC 2018-002

BEING 93.551 ACRES OF LAND LOCATED IN  
COLLIN COUNTY SCHOOL  
LAND #06 SURVEY, ABSTRACT No. 149,  
JABEZ DEGMA SURVEY, ABSTRACT No. 279,  
S H BROWN SURVEY, ABSTRACT No. 108 AND  
HUGH THOMPSON SURVEY, ABSTRACT No. 896,  
CITY OF PLANO, COLLIN COUNTY, TEXAS.

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 ACTIONS 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.

OWNER/APPLICANT

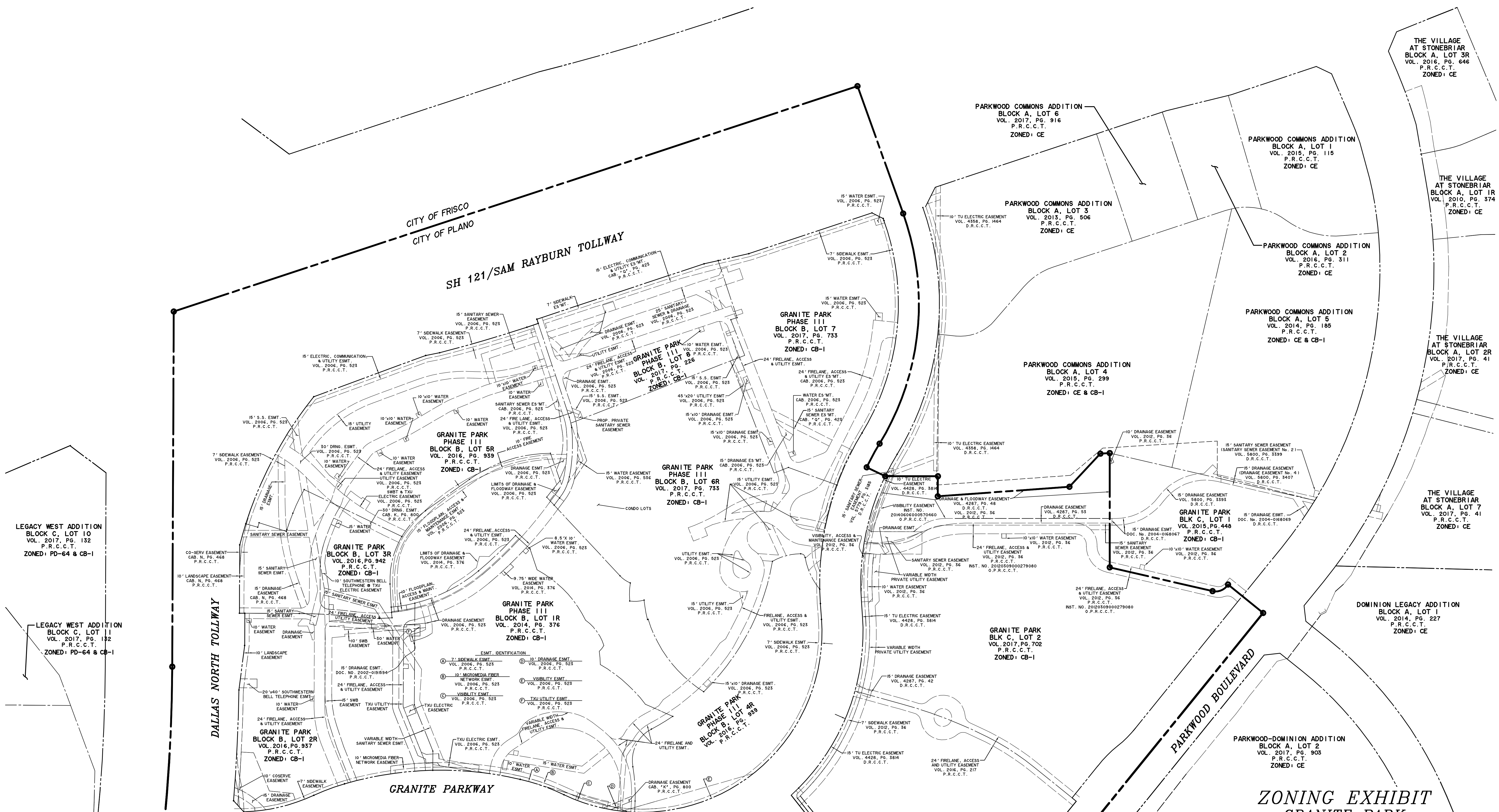
GRANITE PROPERTIES  
5601 GRANITE PARKWAY, SUITE 800  
PLANO, TX 75024  
CONTACT: MR. DAVID CUNNINGHAM  
PH: 972-731-2300  
FAX: 972-731-2336

SURVEYOR/ENGINEER

WIER & ASSOCIATES, INC.  
2201 E. LAMAR BLVD., SUITE 200E  
ARLINGTON, TEXAS 76006  
CONTACT: RANDY EADLEY  
PH: 817-467-7700  
FAX: 817-467-7713  
EMAIL: RANDY@WIERASSOCIATES.COM

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





*ZONING EXHIBIT  
GRANITE PARK  
PROJECT NO: ZC 2018-002*

BEING 93.551 ACRES OF LAND LOCATED IN  
COLLIN COUNTY SCHOOL  
LAND #06 SURVEY, ABSTRACT No. 149,  
JABEZ DEGMAN SURVEY, ABSTRACT No. 279,  
S H BROWN SURVEY, ABSTRACT No. 108 AND  
HUGH THOMPSON SURVEY, ABSTRACT No. 896,  
CITY OF PLANO, COLLIN COUNTY, TEXAS.

OWNER/APPLICANT

**GRANITE PROPERTIES**  
**5601 GRANITE PARKWAY, SUITE 800**  
**PLANO, TX 75024**  
**CONTACT: MR. DAVID CUNNINGHAM**  
**PH: 972-731-2300**  
**FAX: 972-731-2336**

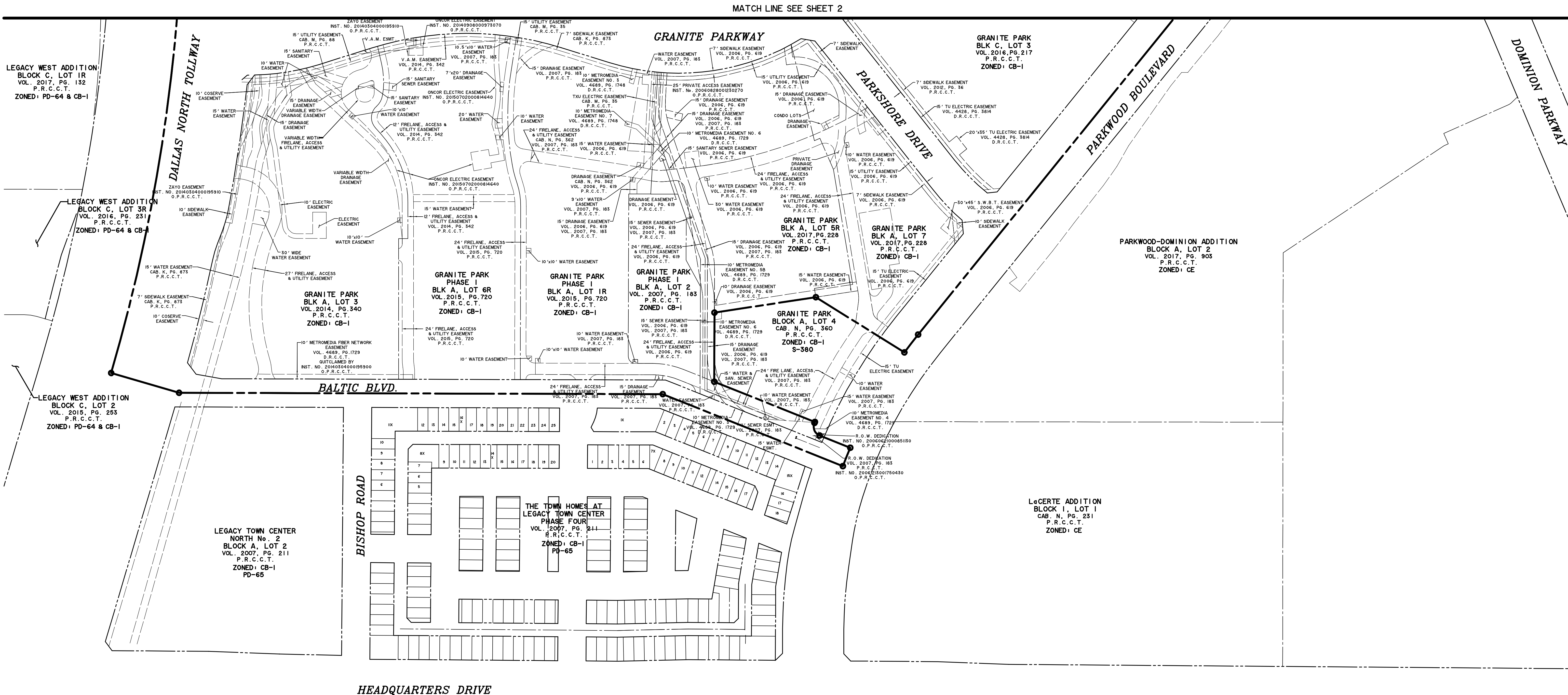
*SURVEYOR/ENGINEER*

WIER & ASSOCIATES, INC.  
2201 E. LAMAR BLVD., SUITE 200E  
ARLINGTON, TEXAS 76006  
CONTACT: RANDY EARDLEY  
PH: 817-467-7700  
FAX: 817-467-7713  
EMAIL: RANDY@WIERASSOCIATES.COM

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

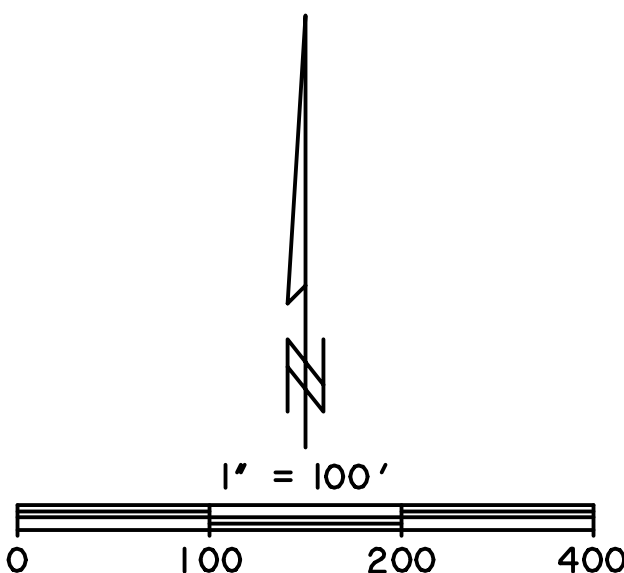
*SHEET 2 OF 3*

DATE: 4/6/2018  
W.A. No. 03125.07



# ZONING EXHIBIT GRANITE PARK PROJECT NO: ZC 2018-002

BEING 93.551 ACRES OF LAND LOCATED IN  
COLLIN COUNTY SCHOOL  
LAND #06 SURVEY, ABSTRACT No. 149,  
JABEZ DEGMAN SURVEY, ABSTRACT No. 279,  
S H BROWN SURVEY, ABSTRACT No. 108 AND  
HUGH THOMPSON SURVEY, ABSTRACT No. 896,  
CITY OF PLANO, COLLIN COUNTY, TEXAS.



**OWNER/APPLICANT**  
GRANITE PROPERTIES  
5601 GRANITE PARKWAY, SUITE 800  
PLANO, TX 75024  
CONTACT: MR. DAVID CUNNINGHAM  
PH: 972-731-2300  
FAX: 972-731-2336

**SURVEYOR/ENGINEER**  
WIER & ASSOCIATES, INC.  
2201 E. LAMAR BLVD., SUITE 200E  
ARLINGTON, TEXAS 76006  
CONTACT: RANDY EARDLEY  
PH: 817-467-7700  
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PREPARED BY:  
**WIA WIER & ASSOCIATES, INC.**  
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Texas Board of Professional Land Surveying Registration No. 10033900



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/8/2018

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

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### CAPTION

**Public Hearing and adoption of Ordinance No. 2018-10-6** as requested in Zoning Case 2018-009 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 77 for Private Club on 0.2 acre of land located 118 feet north of Towne Square Drive and 575 feet east of Preston Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-20-Mixed-Use; 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: ASG Preston Creek Retail Center, LTD. **Conducted and Adopted**

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### FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2017-18	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

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COMMENTS:

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### SUMMARY OF ITEM

**Strategic Plan Goal:**

Financially Strong City with Service Excellence

**Plano Tomorrow Plan Pillar:**

Built Environment

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**ATTACHMENTS:**

Description	Upload Date	Type
ZC 2018-009 Follow Up	9/26/2018	P/Z Follow-up Memo
ZC 2018-009 Write Up	9/26/2018	Staff Report
ZC 2018-009 Locator	9/26/2018	Map
ZC 2018-009 Zoning Exhibit (Bold)	9/28/2018	Map
ZC 2018-009 Aerial	9/26/2018	Map
ZC 2018-009 Applicant's Letter	9/28/2018	Letter
ZC 2018-009 Ordinance with Exhibits	9/28/2018	Ordinance

**DATE:** September 18, 2018

**TO:** Honorable Mayor & City Council

**FROM:** John Muns, Chair, Planning & Zoning Commission

**SUBJECT:** Results of Planning & Zoning Commission Meeting of September 17, 2018

**AGENDA ITEM NO. 3 - PUBLIC HEARING**

**ZONING CASE 2018-009**

**APPLICANT: ASG PRESTON CREEK RETAIL CENTER, LTD.**

Request for a Specific Use Permit for Private Club on 0.2 acre located 118 feet north of Towne Square Drive and 575 feet east of Preston Road. Zoned Planned Development-20-Mixed-Use. Project #ZC2018-009.

**APPROVED:** 6-0 **DENIED:**            **TABLED:**           

**Speaker Card(s) Received** **Support:** 0 **Oppose:** 0 **Neutral:** 0

**Letters Received Within 200' Notice Area:** **Support:** 2 **Oppose:** 0 **Neutral:** 0

**Petition Signatures Received:** **Support:** 0 **Oppose:** 0 **Neutral:** 0

**Other Responses:** **Support:** 0 **Oppose:** 0 **Neutral:** 0

**STIPULATIONS:**

Recommended for approval as submitted.

**FOR CITY COUNCIL MEETING OF:** October 8, 2018 (To view the agenda for this meeting, see [www.plano.gov](http://www.plano.gov))

**PUBLIC HEARING - ORDINANCE**

CF/amc

xc: Walid Keelartil, ASG Preston Creek Retail Center, Ltd.  
Stephen Lindsey, Texas Liquor License  
Jeanna Scott, Building Inspections Manager

<https://goo.gl/maps/CXxRKYHDDr92>



CITY OF PLANO  
PLANNING & ZONING COMMISSION

September 17, 2018

**Agenda Item No. 3**

**Public Hearing:** Zoning Case 2018-009

**Applicant:** ASG Preston Creek Retail Center, Ltd.

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**DESCRIPTION:**

Request for a Specific Use Permit for Private Club on 0.2 acre located 118 feet north of Towne Square Drive and 575 feet east of Preston Road. Zoned Planned Development-20-Mixed-Use. Project #ZC2018-009.

**REMARKS:**

The subject property is an existing restaurant. The applicant is requesting a Specific Use Permit (SUP) for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established. The Zoning Ordinance defines a private club as an establishment providing social and dining facilities, as well as alcoholic beverage service, to an association of persons, and otherwise falling within the definition of, and permitted under the provisions of the Texas Alcoholic Beverage Code, as the same may be hereafter amended, and as it pertains to the operations of private clubs.

Additionally, Section 6.100 (Specific Use Permits) of Article 6 (Specific Use Permits and Certificates of Occupancy) states the following:

- .3 "The Planning & Zoning Commission in considering and determining its recommendations to the City Council on any request for a specific use permit may require from the applicant plans, information, operating data, and expert evaluation concerning the location, function, and characteristics of any building or use proposed. The City Council may, in the interest of the public welfare and to insure compliance with this ordinance, establish conditions of operation, location, arrangement, and type and manner of construction of any use for which a permit is authorized. In authorizing the location of any of the uses listed as specific use permits, the City Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, gas, odor,

explosion, glare, offensive view, traffic, or other undesirable or hazardous conditions.”

The subject property is zoned Planned Development-20-Mixed-Use (PD-20-MU). PD-20-MU is a 135.3 acre mixed-use zoning district bounded by Preston Road, Rasor Boulevard, Ohio Drive, and McDermott Road. It was established in 1997 to encourage the development of land uses that are integrated together within a pedestrian-oriented environment. A PD district provides the ability to amend use, height, setback, and other development standards to promote innovative design and better development controls appropriate to both off and onsite conditions. The district’s standards are designed to ensure compatibility between various uses within the district, surrounding residential neighborhoods, and commercial areas.

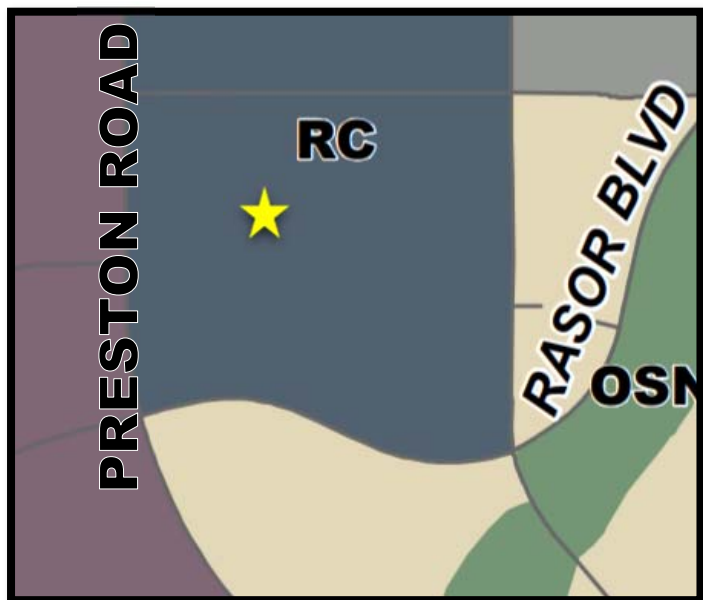
#### Surrounding Land Use and Zoning

North	Retail, restaurant, open space, and hotel zoned PD-20-MU
East	Open space and independent living facility zoned PD-20-MU
South	Restaurant, retail, and assembly hall zoned PD-20-MU with SUP#64 for Private Club
West	Retail and restaurant zoned PD-20-MU

#### Conformance to the Comprehensive Plan

**Future Land Use Map** - The Future Land Use Map of the city’s Comprehensive Plan designates the subject property as Regional Center (RC).

*The Regional Center future land use category applies to large commercial developments within high traffic corridors. Regional Center uses are typically located in low to mid-rise buildings and include retail, service, and office uses that serve a regional population. Regional centers are intended to have a mixture of large shopping centers, restaurants, theaters, offices, and other supporting uses. Residential development is supported in these centers and should be incorporated within mixed-use or transit-oriented developments. Adequate building setbacks must be considered when development is proposed near neighborhoods. Useable open space will be included within the centers to create active and interesting public spaces.*





The RC designation recommends a mixture of uses including restaurants, shopping centers, offices, and other supporting uses. Onsite consumption of alcohol provided through a private club is a complimentary offering for many restaurants. This request is in conformance with the Future Land Use Map designation.

#### Private Club Request

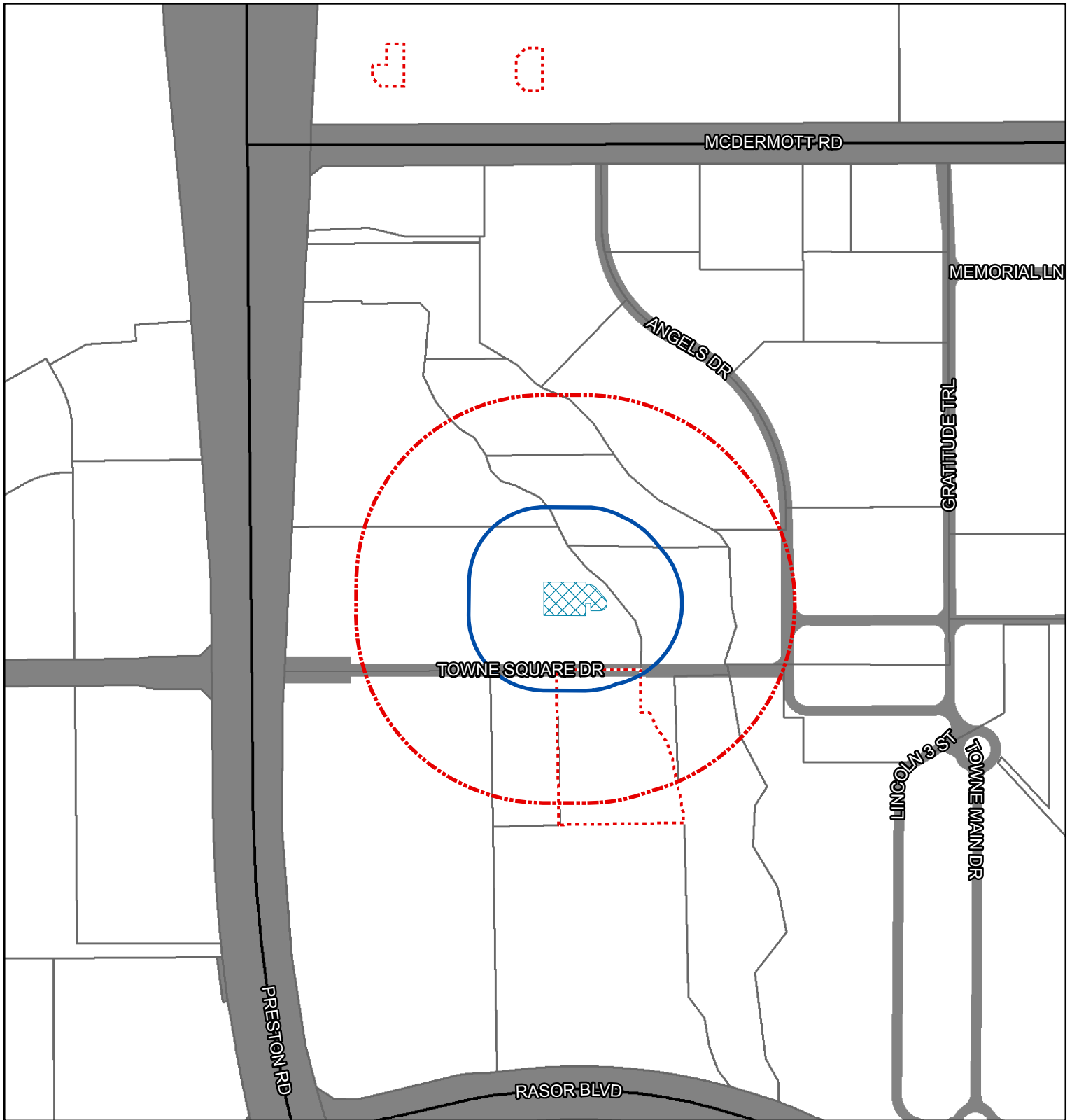
The applicant is requesting the SUP for Private Club in order to take advantage of the city's food-to-beverage ratio for alcohol. Most restaurants which serve alcohol within the City of Plano currently operate under a mixed-beverage permit with a food-and-beverage certificate due to the complexities of maintaining private club documentation. Establishments operating with a mixed-beverage permit and a food-and-beverage certificate are prohibited from deriving more than 50% of gross receipts from the sale of alcohol, a requirement which is enforced by the Texas Alcoholic Beverage Commission.

Subsection 15.1000 (Private Clubs) of Article 15 (Use-specific Regulations) of the Zoning Ordinance contains regulations which control the location and requirements of private clubs. This subsection includes setbacks from churches, schools, and other uses. The ordinance prohibits private clubs within 300 feet of the property line of any religious facility, public or parochial school, and hospital. The subject property is in compliance with the required setbacks.

The Zoning Ordinance also stipulates that all private clubs must derive a minimum of 35% of gross receipts from the sale of food. The subject property is developed as a restaurant, and has committed to maintaining receipts in order to verify that the business can comply with the food sale requirements. The applicant has provided the attached letter to confirm that accurate records will be maintained for verification. Staff is in support of the requested SUP.

#### **RECOMMENDATION:**










Recommended for approval as submitted.

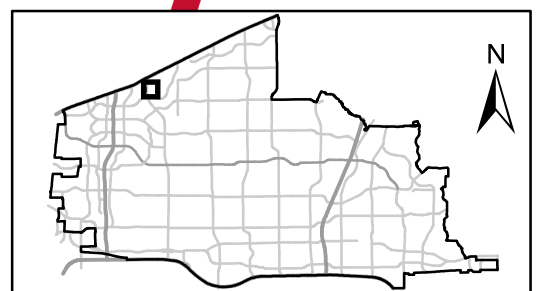


Zoning Case #: ZC2018-009

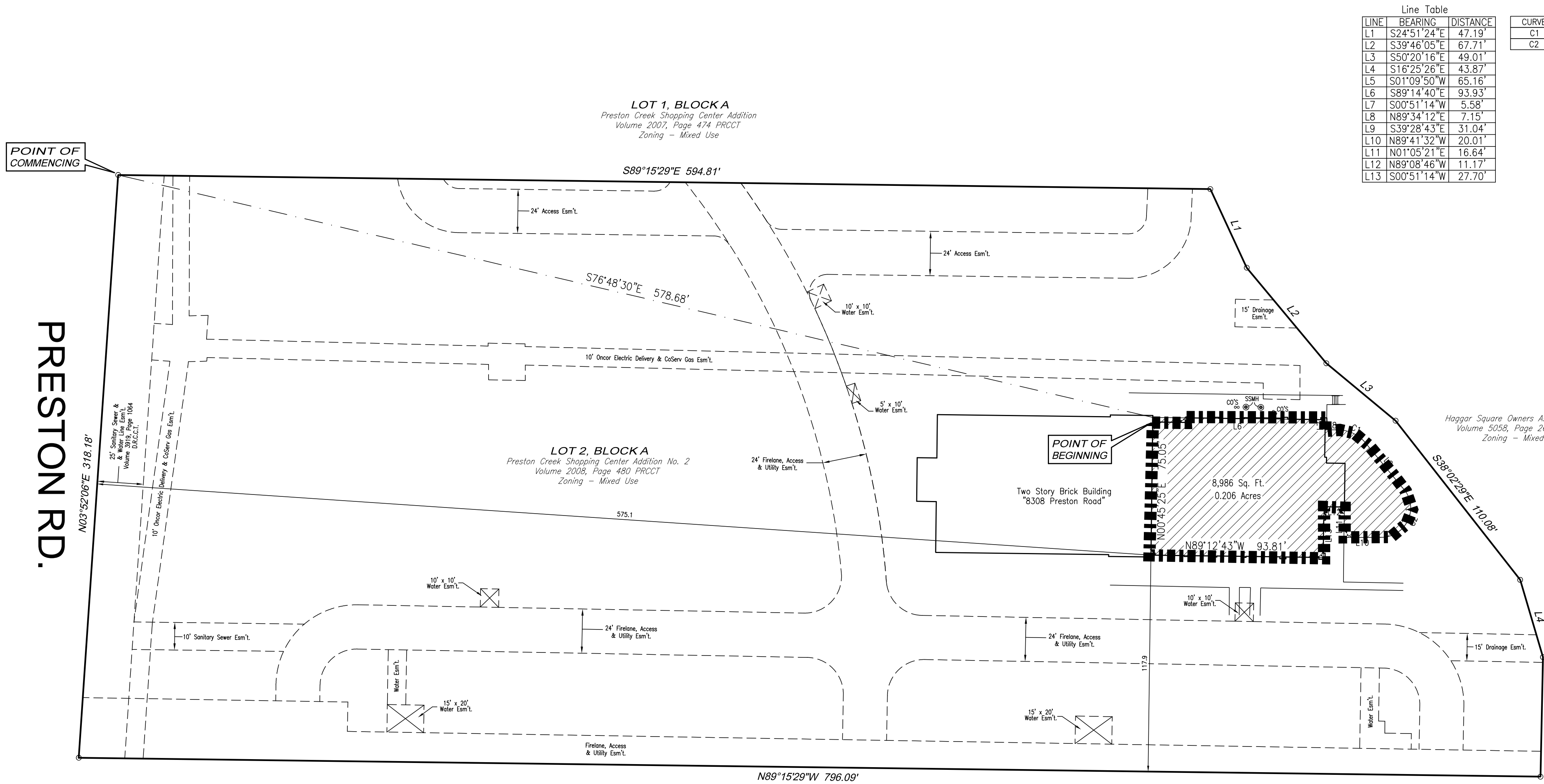
Existing Zoning: Planned Development-20-Mixed Use

Proposed Zoning: Specific Use Permit for Private Club

- |  |  |   |
|--|--|---|
|  500' Courtesy Notification Buffer |  Zoning (labels)            |  Zoning Boundary     |
|  200' Notification Buffer          |  Zoning Boundary Change/SUP |  Specific Use Permit |
|  Subject Property                  |  City Limits                |  Right of Way        |

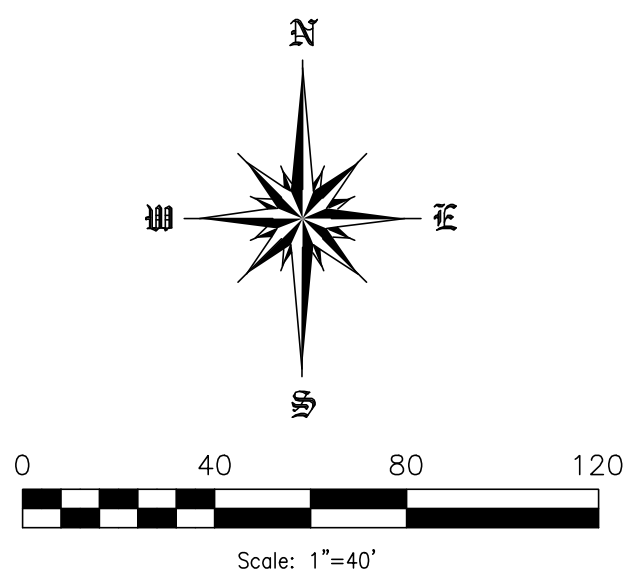


Source: City of Plano Planning Department



PRESTON RD.

TOWN SQUARE DR.



LOT 1, BLOCK A  
Headquarters Village  
Volume 2009, Page 133 PRCCT  
Zoning - Mixed Use

LOT 3, BLOCK A  
Headquarters Village  
Volume 2007, Page 308 PRCCT  
Zoning - Mixed Use

Tenant

Il Brothers Restaurant  
8308 Preston Road Ste. 198  
Plano, TX 75024  
972-712-8303  
Attn: Steven Morgan

Owner

ASG Preston Creek Retail Ctr, Ltd  
2220 Coit Road Ste. 360  
Plano, Tx 75075-3776

Surveyor

Roome Land Surveying  
2000 Avenue G, Suite 810  
Plano, Texas 75074  
Ph. (972) 423-4372  
Fax (972) 423-7523  
Attn: Michael Cuzzo

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 and 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.

City Project #ZC 2018-009

Specific Use Permit for  
Private Club

8,986 Square Feet or 0.206 Acres  
Part of Lot 2, Block A

Preston Creek Shopping Center Addition No. 2

recorded in Volume 2008, Page 480 PRCCT

William Brown Survey, Abstract No. 66

City of Plano, Collin County, Texas

July, 2018

VICINITY MAP  
N.T.S.

P-/ES/2018Q3/ES646117.DWG

Roome  
Land Surveying  
2000 Avenue G, Suite 810  
Plano, Texas 75074  
Phone (972) 423-4372 / Fax (972) 423-7523  
www.roomesurveying.com / Firm No. 10013100





Source: City of Plano, Planning Dept.  
Date: 9/18/2018

Zoning Case 2018-009



**PURPOSE FOR APPLICATION:**

The applicant operates a restaurant and bar. The portion of the business' revenue generated by alcohol sales occasionally exceeds 60% (but never more than 65%) and thus no longer qualifies to hold a Mixed Beverage Restaurant Permit. TABC has advised the business to obtain a private club registration permit.

The business operates a full restaurant on site with dining room, a full commercial kitchen and serves lunch and dinner every day with a menu that features several entrees, sides, appetizers and desserts. Thus the private club will meet the requirement of a minimum of 35% of the gross sales being derived from the sale of food as defined in Article 15.1000.2.c of the zoning ordinance.

In order to certify compliance with this provision in a transparent fashion, II Brothers Grill Club (the applicant) will maintain copies of all receipts to provide proof of food sales occurring at the venue as well as maintain complete sales histories of all alcoholic beverages, which records will be stored and available to representatives of the city of Plano for audit during business hours.

Very truly yours,

A handwritten signature in black ink, appearing to read "Gary Morgan", with a long horizontal stroke extending to the right.

**Gary W. Morgan**  
**President, II Brothers Grill Club**  
**Proprietor, II Brothers Grill and Bar**

## **Zoning Case 2018-009**

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 77 for Private Club on 0.2 acre of land out of the William Brown Survey, Abstract No. 66, located 118 feet north of Towne Square Drive and 575 feet east of Preston Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-20-Mixed-Use; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 8th day of October 2018, for the purpose of considering granting Specific Use Permit No. 77 for Private Club on 0.2 acre of land out of the William Brown Survey, Abstract No. 66, located 118 feet north of Towne Square Drive and 575 feet east of Preston Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-20-Mixed-Use; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 8th day of October 2018; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 77 for Private Club on 0.2 acre of land out of the William Brown Survey, Abstract No. 66, located 118 feet north of Towne Square Drive and 575 feet east of Preston Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-20-Mixed-Use, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 77 for Private Club on 0.2 acre of land out of the William Brown Survey, Abstract No. 66, located 118 feet north of Towne Square Drive and 575 feet east of Preston Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-20-Mixed-Use, said property being more fully described on the legal description in Exhibit A attached hereto.

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

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

**Section IV.** The repeal of any ordinance or part of ordinances 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 of any ordinance at the time of passage of this Ordinance.

**Section V.** Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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



**PASSED AND APPROVED THIS THE 8TH DAY OF OCTOBER 2018.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

**Zoning Case 2018-009**

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the William Brown Survey, Abstract No. 66, being part of Lot 2, Block A of the Preston Creek Shopping Center Addition No.2, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Volume 2008, Page 480 of the Plat Records of Collin County, Texas and being more particularly described as follows:

Commencing at a point for corner in the east right-of-way line of Preston Road and marking the northwest corner of said Lot 2;

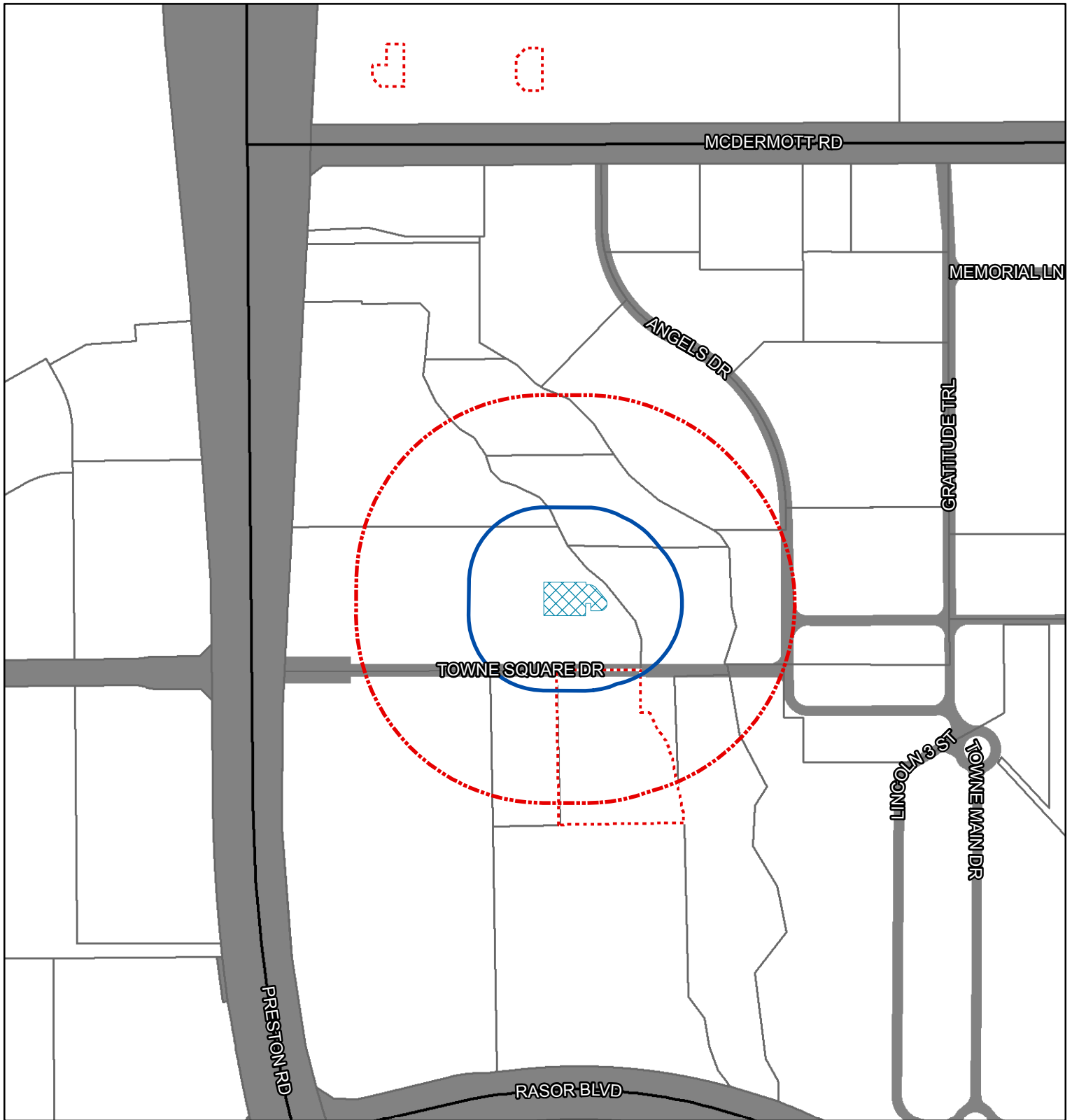
Thence, crossing said Lot 2, South 76°48'30" East, 578.68 feet to a point in the north facing of a one story stone building marking the POINT of BEGINNING;

Thence, with the north facing of said building, South 89°14'40" East, 93.93 feet to the northeast corner of said building;

Thence, with the east facing of said building as follows: South 00°51'14" West, 23.62 feet, South 89°08'46" East, 11.13 feet, South 00°45'31" West, 23.77 feet, North 89°08'46" West, 11.17 feet, and South 00°51'14" West, 27.70 feet to the southeast corner of said building;

Thence, with the south facing of said building, North 89°12'43" West, 93.81 feet to a point for corner;









Thence, crossing through said building, North 00°45'25" East, 75.05 feet to the POINT OF BEGINNING and CONTAINING 7,312 square feet or 0.206 acres of land.

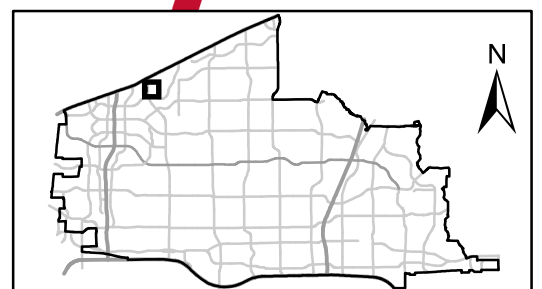


Zoning Case #: ZC2018-009

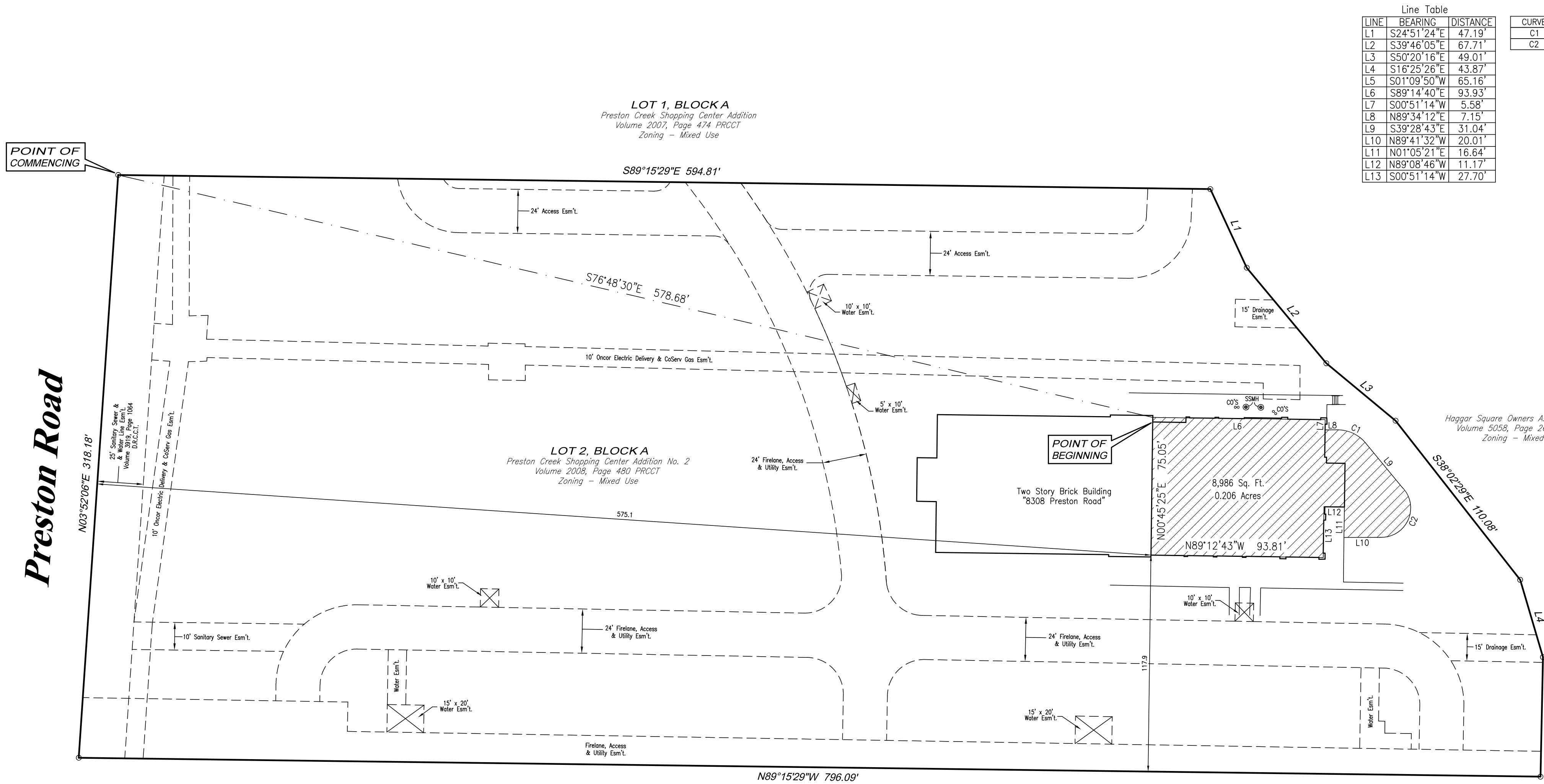
Existing Zoning: Planned Development-20-Mixed Use

Proposed Zoning: Specific Use Permit for Private Club

- |  |  |   |
|--|--|---|
|  500' Courtesy Notification Buffer | Zoning (labels)  |  Zoning Boundary     |
|  200' Notification Buffer          |  Zoning Boundary Change/SUP |  Specific Use Permit |
|  Subject Property                  |  City Limits                |  Right of Way        |



Source: City of Plano Planning Department



LOT 1, BLOCK A  
Preston Creek Shopping Center Addition  
Volume 2007, Page 474 PRCCT  
Zoning - Mixed Use

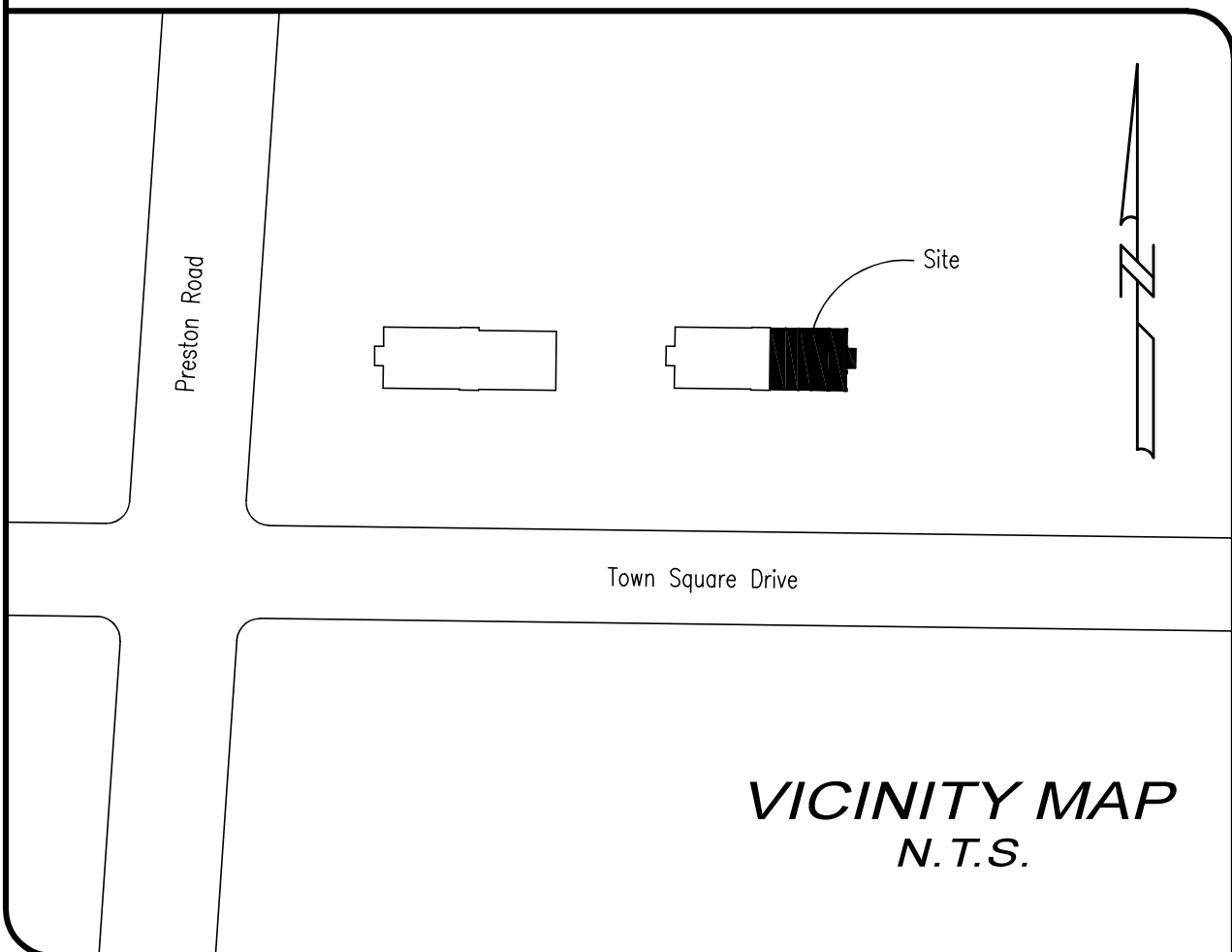
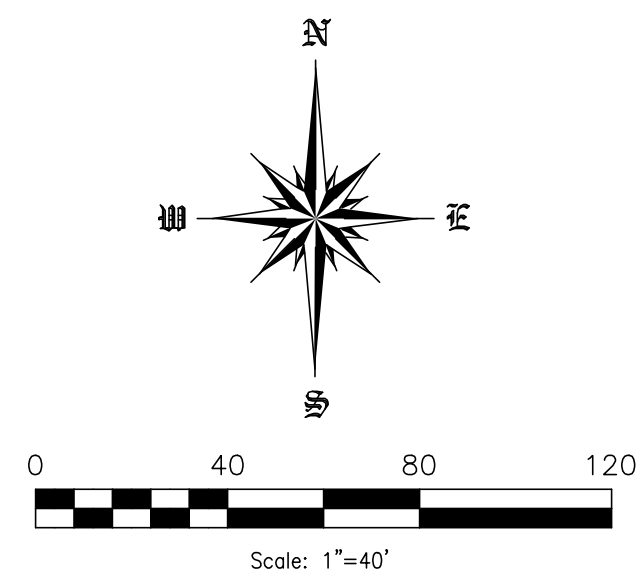
LOT 2, BLOCK A  
Preston Creek Shopping Center Addition No. 2  
Volume 2008, Page 480 PRCCT  
Zoning - Mixed Use

Haggard Square Owners Association, Inc.  
Volume 5058, Page 2653 DRCCCT  
Zoning - Mixed Use

LOT 1, BLOCK A  
Headquarters Village  
Volume 2009, Page 133 PRCCT  
Zoning - Mixed Use

LOT 3, BLOCK A  
Headquarters Village  
Volume 2007, Page 308 PRCCT  
Zoning - Mixed Use

Town Square Drive



Tenant	Owner	Surveyor
Il Brothers Restaurant 8308 Preston Road Ste. 198 Plano, TX 75024 972-712-8303 Attn: Steven Morgan	ASG Preston Creek Retail Ctr, Ltd 2220 Coit Road Ste. 360 Plano, Tx 75075-3776	Roome Land Surveying 2000 Avenue G, Suite 810 Plano, Texas 75074 Ph. (972) 423-4372 Fax (972) 423-7523 Attn: Michael Cuzzo

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 and 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.

**City Project #ZC 2018-009**

**Specific Use Permit for Private Club**

**8,986 Square Feet or 0.206 Acres**

**Part of Lot 2, Block A**

**Preston Creek Shopping Center Addition No. 2**

recorded in Volume 2008, Page 480 PRCCT

William Brown Survey, Abstract No. 66

City of Plano, Collin County, Texas

July, 2018

P-/ES/201803/ES646117.DWG

Roome  
Land Surveying  
2000 Avenue G, Suite 810  
Plano, Texas 75074  
Phone (972) 423-4372 / Fax (972) 423-7523  
www.roomesurveying.com / Firm No. 10013100



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/8/2018

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

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### CAPTION

**Public Hearing and adoption of Ordinance No. 2018-10-7** as requested in Zoning Case 2018-017 to waive the 300-foot distance separation from arcade use to the residential zoning district, to reduce the separation requirement from the public school to 300 feet, and to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 81 for the use of Arcade on 0.1 acre of land located 579 feet north of 15th Street and 522 feet west of Independence Parkway, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: MDT Prairie Creek, LTD. **Conducted and Adopted**

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### FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2017-18	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

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COMMENTS:

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### SUMMARY OF ITEM

**Strategic Plan Goal:**

Financially Strong City with Service Excellence

**Plano Tomorrow Plan Pillar:**

Built Environment

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**ATTACHMENTS:**

Description	Upload Date	Type
ZC 2018-017 Follow Up	9/28/2018	P/Z Follow-up Memo
ZC 2018-017 Write Up	9/28/2018	Staff Report
ZC 2018-017 Locator	9/28/2018	Map
ZC 2018-017 Aerial	9/28/2018	Map
ZC 2018-017 Zoning Exhibit (Bold)	9/28/2018	Map
ZC 2018-017 Applicant Letter	10/1/2018	Letter
ZC 2018-017 Ordinance	10/2/2018	Ordinance

**DATE:** September 18, 2018  
**TO:** Honorable Mayor & City Council  
**FROM:** John Muns, Chair, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of September 17, 2018

**AGENDA ITEM NO. 4 - PUBLIC HEARING  
ZONING CASE 2018-017  
APPLICANT: MDT PRAIRIE CREEK, LTD.**

Request for a Specific Use Permit for Arcade on 0.1 acre located 579 feet north of 15th Street and 522 feet west of Independence Parkway. Zoned Retail. Project #ZC2018-017.

**APPROVED:** 6-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

<b>Speaker Card(s) Received</b>	<b>Support:</b> <u>0</u>	<b>Oppose:</b> <u>0</u>	<b>Neutral:</b> <u>0</u>
<b>Letters Received Within 200' Notice Area:</b>	<b>Support:</b> <u>0</u>	<b>Oppose:</b> <u>0</u>	<b>Neutral:</b> <u>0</u>
<b>Petition Signatures Received:</b>	<b>Support:</b> <u>0</u>	<b>Oppose:</b> <u>0</u>	<b>Neutral:</b> <u>0</u>
<b>Other Responses:</b>	<b>Support:</b> <u>0</u>	<b>Oppose:</b> <u>0</u>	<b>Neutral:</b> <u>0</u>

**STIPULATIONS:**

Recommended for approval subject to the following:

1. Waiving the 300-foot distance separation from the residential zoning district to the north subject to City Council finding that the issuance of the Specific Use Permit for Arcade will not be detrimental or injurious to the public health, safety, or general welfare, or otherwise offensive to the neighborhood; and
2. Reducing the separation requirement from the public school to 300 feet subject to City Council finding that the issuance of the Specific Use Permit for Arcade will not be detrimental or injurious to the public health, safety, or general welfare, or otherwise offensive to the neighborhood; and
3. Arcade machines have the following restrictions:
  - a. Maximum of 50 computers, 10 gaming consoles, and 3 cabinet machines are permitted.
  - b. Must not have wireless internet capability or access.
4. Alcohol must not be served.



**FOR CITY COUNCIL MEETING OF:** October 8, 2018 (To view the agenda for this meeting, see [www.plano.gov](http://www.plano.gov))

**PUBLIC HEARING - ORDINANCE**

CF/amc

xc: Ryan Brown, MDT Prairie Creek, Ltd.  
Jessy Zarate, The Kardboard Box, Inc.  
Jeanna Scott, Building Inspections Manager

<https://goo.gl/maps/EqJVgxf7GHC2>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

September 17, 2018

**Agenda Item No. 4**

**Public Hearing:** Zoning Case 2018-017

**Applicant:** MDT Prairie Creek, Ltd.

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**DESCRIPTION:**

Request for a Specific Use Permit for Arcade on 0.1 acre located 579 feet north of 15th Street and 522 feet west of Independence Parkway. Zoned Retail. Project #ZC2018-017.

**REMARKS:**

The subject property is a 2,598 square foot lease space within an existing retail shopping center. The applicant is requesting a Specific Use Permit (SUP) for Arcade to open a computer gaming business. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established. The Zoning Ordinance defines arcade as an establishment with six or more player-operated skill or amusement machines, or a combination of six or more such machines and/or connected control panels that provide access to the machines.

Additionally, Section 6.100 (Specific Use Permits) of Article 6 (Specific Use Permits and Certificates of Occupancy) states the following:

- .3 “The Planning & Zoning Commission in considering and determining its recommendations to the City Council on any request for a specific use permit may require from the applicant plans, information, operating data, and expert evaluation concerning the location, function, and characteristics of any building or use proposed. The City Council may, in the interest of the public welfare and to insure compliance with this ordinance, establish conditions of operation, location, arrangement, and type and manner of construction of any use for which a permit is authorized. In authorizing the location of any of the uses listed as specific use permits, the City Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view, traffic, or other undesirable or hazardous conditions.”

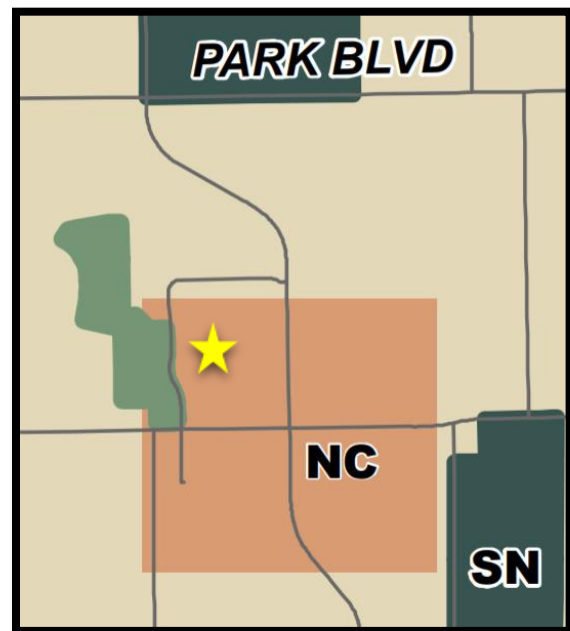
### Surrounding Land Use and Zoning

North	Single-family residences zoned Single-Family Residence-9 (SF-9)
East	Shopping center zoned R with retail, restaurant, service, and office.
South	Shopping center zoned R with retail, indoor commercial amusement, dance studio, and minor vehicle repair. Across 15th Street, single-family residences zoned Single-Family Residence Attached (SF-A)
West	Open space zoned Single-Family Residence-9 (SF-9)

### Conformance to the Comprehensive Plan

**Future Land Use Map** - The Future Land Use Map of the city's Comprehensive Plan designates the subject property as Neighborhood Center (NC).

*The Neighborhood Center future land use category applies to corner retail sites along major arterials. Redevelopment of existing retail centers is strongly encouraged and should reduce retail square footage, focus on quality design and pedestrian access, and increase the mix of uses. Neighborhood Center uses are typically located in low-rise buildings with retail, service, and office uses that serve the adjacent neighborhoods. The introduction of residential uses within Neighborhood Centers is recommended where it can be accomplished in a context-sensitive manner and integrated into the center. When residential is introduced, single-family uses are desired for compatibility with existing adjacent neighborhoods. Neighborhood centers will be based on the concepts of mixed-use, community design, and transit-oriented design, where possible. Adequate building setbacks must be considered when development is proposed near neighborhoods. Useable open space will be included within the centers to create active and interesting public spaces.*



The NC designation recommends retail, service, and office uses which serve adjacent neighborhoods. The addition of an arcade would increase the mix of uses in this development. This request is in conformance with the Future Land Use Map designation.

## ISSUES:

### Use Separations

Section 15.100 (Arcades) of Article 15 (Use-specific Regulations) of the Zoning Ordinance requires arcades to be separated from certain uses. The distances are measured in a straight line from the front door of the arcade to be permitted to the nearest property line of the associated use. These requirements are as follows:

1. **Residential zoning:** Minimum 300 foot separation. The Prairie Creek Estates neighborhood is located immediately north of the subject property and is zoned Single-Family Residence-9. The front door of the proposed arcade is 100 feet away from the nearest SF-9 zoning district line, as measured in a direct line from the front entrance through the building to the existing six-foot masonry screening wall to the north. The walking distance to the nearest residential property is approximately 405 feet as measured via an existing covered pedestrian walkway that allows direct access from Mollimar Drive to the central portion of the shopping center. The driving distance to the nearest residential property is approximately 1,100 feet.
2. **Religious facilities:** Minimum 300 foot separation. There are no religious facilities within 300 feet of the subject property.
3. **Public or parochial schools:** Minimum 1,000 foot separation. Weatherford Elementary School is located 390 feet to the northwest of the subject property, as measured in a direct line through the building to the school property line. The proposed arcade is separated from the school by a portion of the existing shopping center and Mollimar Drive, a 60-foot street. The walking distance to the property line of the school is 570 feet via the pedestrian walkway. The driving distance is approximately 1,200 feet.

The Zoning Ordinance states:

“The 300-foot separation from a residentially zoned district may be waived altogether, and the 1,000-foot separation between an arcade and a public or parochial school may be reduced to a minimum of 300 feet, if City Council affirmatively finds that issuance of the specific use permit would not be detrimental or injurious to the public health, safety, or general welfare, or otherwise offensive to the neighborhood.”

The applicant has described their business operations and requested waivers from the two separation requirements as noted in the attached letter.

## Use Standards

As a part of this request, the applicant has committed to several restrictions on their business operations, as described in their attached letter. These standards are as follows:

1. Limiting the number of machines;
2. Machines will not have wireless internet capability or access; and
3. No alcohol will be served.

The purpose of these restrictions is to alleviate potential concerns about the proximity of the business to the adjacent residential and public school uses. If the Planning & Zoning Commission is concerned about the proximity of the business to the elementary school, it may be appropriate to consider an age-based restriction in line with either the age of the school children, or the target customer identified in the applicant's letter.

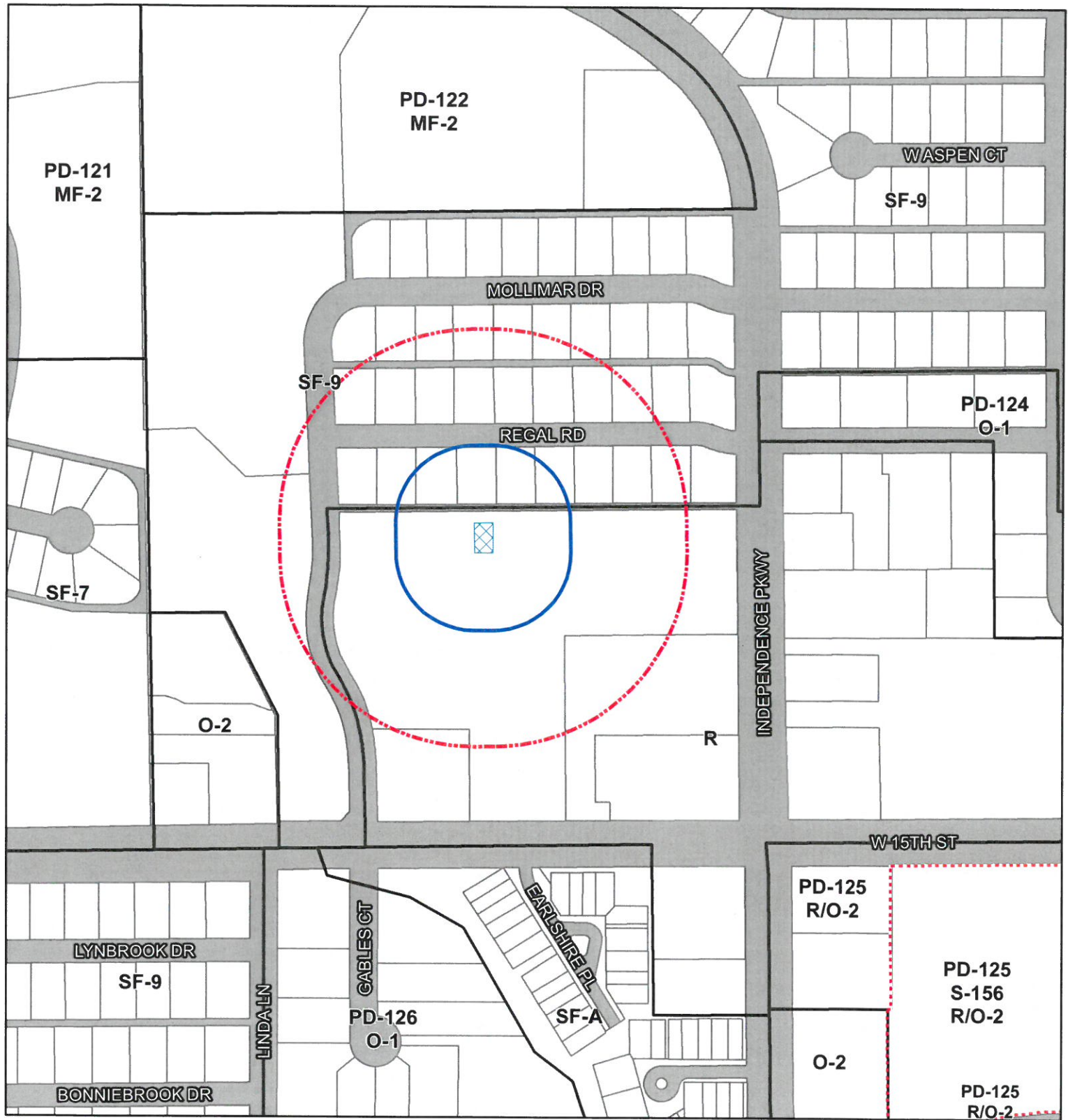
## Summary

The proposed arcade is complimentary to the existing retail shopping center which includes a variety of nonresidential uses. If the issuance of the SUP is not found to be detrimental or injurious to the public health, safety, or general welfare, or otherwise offensive to the neighborhood, staff is in support of the requested SUP.

## **RECOMMENDATION:**

Recommended for approval subject to the following:

1. Waiving the 300-foot distance separation from the residential zoning district to the north subject to City Council finding that the issuance of the Specific Use Permit for Arcade will not be detrimental or injurious to the public health, safety, or general welfare, or otherwise offensive to the neighborhood; and
2. Reducing the separation requirement from the public school to 300 feet subject to City Council finding that the issuance of the Specific Use Permit for Arcade will not be detrimental or injurious to the public health, safety, or general welfare, or otherwise offensive to the neighborhood; and
3. Arcade machines have the following restrictions:
  - a. Maximum of 50 computers, 10 gaming consoles, and 3 cabinet machines are permitted.
  - b. Must not have wireless internet capability or access.
4. Alcohol must not be served.

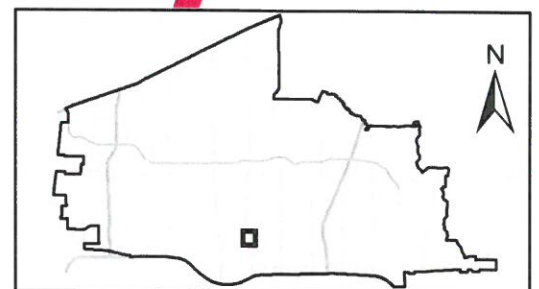


Zoning Case #: ZC2018-017

Existing Zoning: Retail

Proposed Zoning: Specific Use Permit for Arcade

- |                                   |                            |                     |
|-----------------------------------|----------------------------|---------------------|
| 500' Courtesy Notification Buffer | Zoning (labels)            | Zoning Boundary     |
| 200' Notification Buffer          | Zoning Boundary Change/SUP | Specific Use Permit |
| Subject Property                  | City Limits                | Right-of-Way        |



Source: City of Plano Planning Department





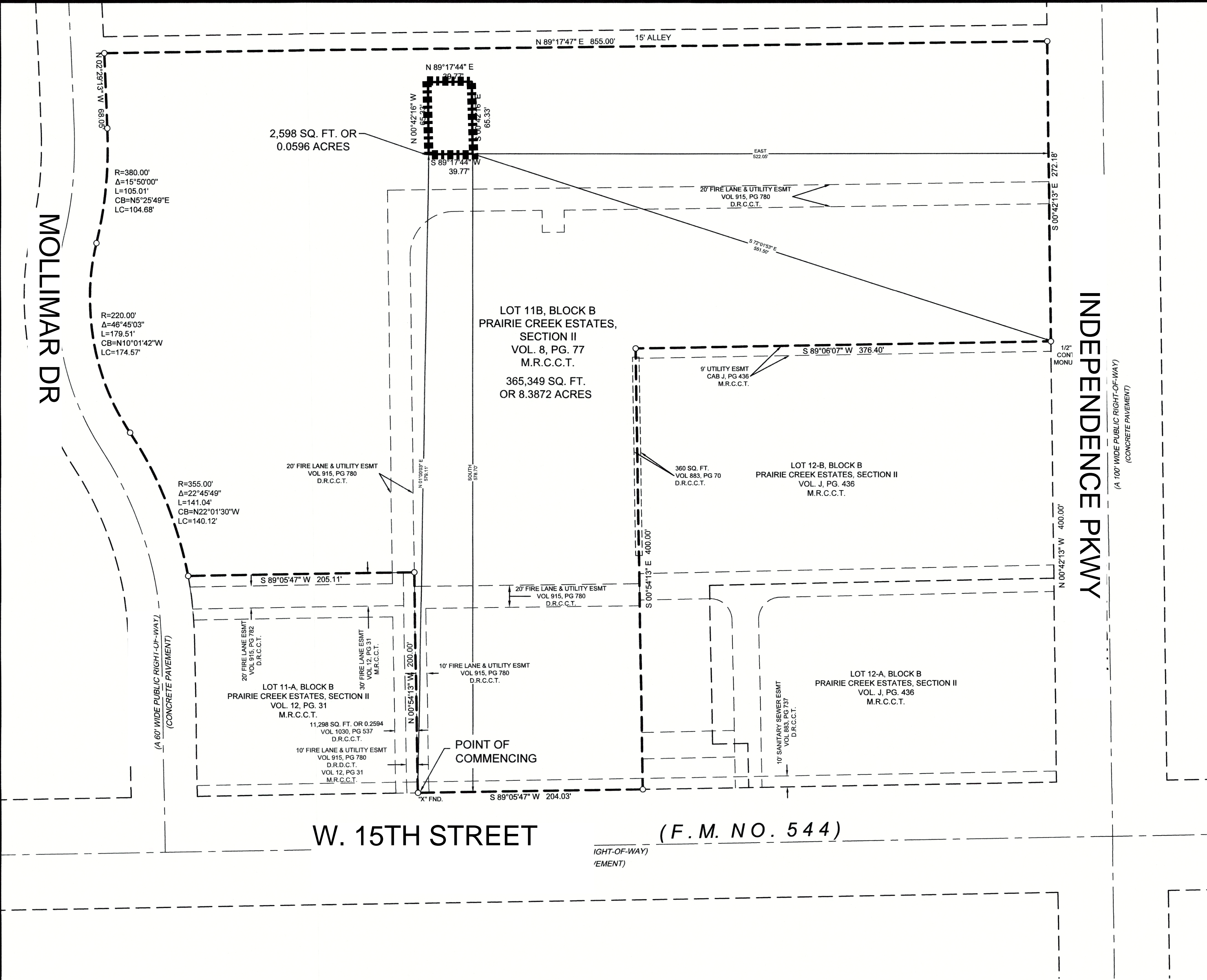
Source: City of Plano, Planning Dept.  
Date: 9/18/2018

15TH STREET

EARLSIRE PLACE

Zoning Case 2018-017





**ZONING AREA DESCRIPTION**  
2,598 SQ. FT. / 0.0596 ACRES

BEING a 2,598 square foot portion of Lot 11B, Block B, Prairie Creek Estates, Section II, an addition to the City of Plano, Texas according to the plat thereof recorded in Volume 8, Page 77, Map Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at an X cut in concrete found for the most southerly southwest corner of said Lot 11, being in the north right-of-way line of West 15th Street;

THENCE North 01°00'03" East, crossing said Lot 11, distance of 579.11 feet to a point on the building for the POINT OF BEGINNING;

THENCE North 00°42'16" West, through said building, a distance of 65.33 feet to a point on the building;

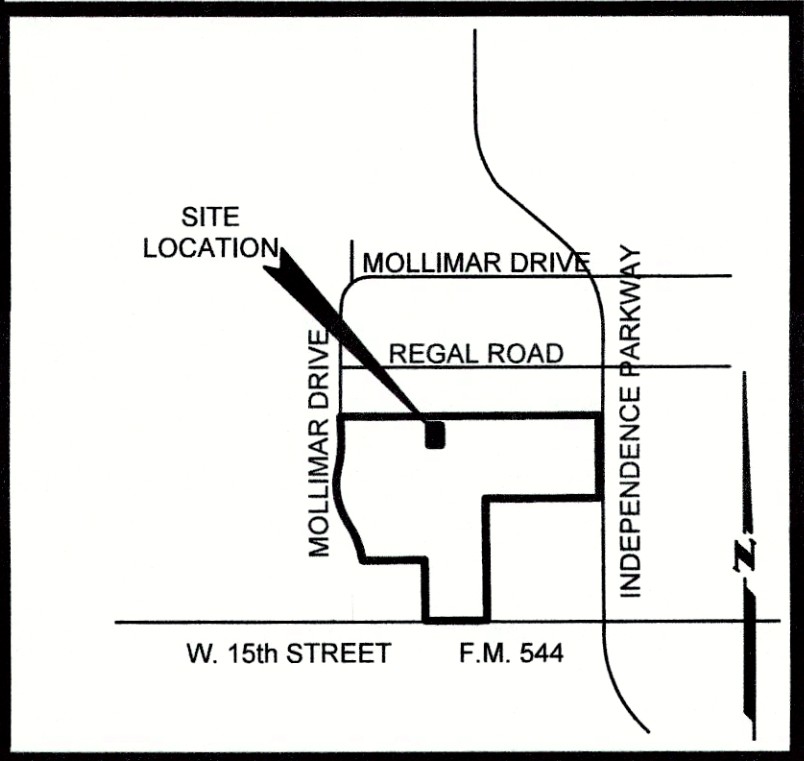
THENCE North 89°17'44" East, along said building, distance of 39.77 feet to a point on the building;

THENCE South 00°42'16" East, through said building, a distance of 65.33 feet to a point on the building from which a 1/2-inch iron rod found for the most easterly southeast corner of said Lot 11 bears S 72°01'53" E, a distance of 551.50 feet;

THENCE South 89°17'44" West, a distance of 39.77 feet to the POINT OF BEGINNING and containing 2,598 square feet of land, more or less.



CANDY HONE, R.P.L.S. NO. 5867 DATE: \_\_\_\_\_



**LEGEND**  
1/2" IRF IRON ROD FOUND  
"X" FND. "X" CUT FOUND IN CONCRETE  
BASIS OF BEARING:

THE BASIS OF BEARING FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, NORTH TEXAS CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983. ADJUSTMENT REALIZATION 2011.

**ZONING REQUIREMENTS**

This property is located within the City of Plano and Zoned Retail (R).

Minimum Lot Area - None

Minimum Lot width - None

Minimum lot depth - None

Minimum front yard setback is 50 feet

Rear Yard setback is 10 feet

Side yard setback is 50 feet adjacent to a street - None otherwise

Maximum Height is two stories or 35 feet Floor Area Ratio 0.6:1

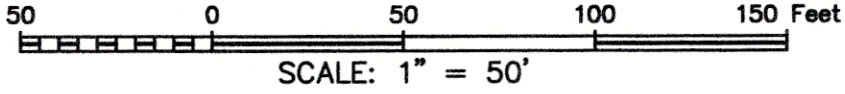
Maximum Lot Coverage - 30%

**NOTES:**

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, PLAT, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION ON THIS ZONING CASE.

**OWNER**

MDT PRAIRIE CREEK, LTD  
CONTACT: RYAN BROWN  
12740 HILLCREST #205  
DALLAS, TEXAS 75230  
PH. (214) 466 1557  
EMAIL: ryan@alleyland.com



PROJECT NO. ZC2018-017  
**ZONING EXHIBIT**  
**SPECIFIC USE PERMIT FOR ARCADE**  
PORTION OF  
LOT 11B, BLOCK B  
PRAIRIE CREEK ESTATES, SECTION II  
**0.0596 ACRES**  
SITUATED IN THE  
MARTHA McBRIDE SURVEY, ABSTRACT NO. 553  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
SCALE: 1"=50' DATE: AUGUST 6, 2018

VOTEX SURVEYING COMPANY - TBPLS FIRM NO. 10013600  
10440 N. CENTRAL EXPWY DALLAS, TEXAS 75231  
PH. (469) 333-8831; candy@votexsurveying.com  
PROJECT NO. 2018-036



To the esteemed member of council for the City of Plano,

September 4, 2018

We are The KARDBOARD BOX, INC. We are applying for a Special Use Permit for an arcade so that we can open a computer gaming lounge. At 2963 West 15<sup>th</sup> Street unit 2995 Plano, TX. We will have 25 computers and 3 gaming consoles. The KARDBOARD BOX, INC will rent time on these machines for our customers to play games and socialize with other gamers and friends. We are planning on having 2

Vending machines for pre-packaged snacks and cokes. (No alcohol) The average gamer today is around

35 years old, however our target customer will be between the ages of 15-35. Our hours are Monday to Sunday from 11am to 1am. Our customers will have head sets and microphones to play and talk to each other so the noise level should not be excessive.

We ask the City Council to waive the 300' separation form residentially zoned property and to reduce the distance to a public school from 1000' to 300' as per article 15.100 of the Zoning Ordinance. Our business faces away from the residential properties behind us and we are separated by an alley and a solid Masonry wall. The KARDBOARD BOX, INC. will also face away from the school and is separated by other businesses and a street.

There has been some concern by residents that our customers might use the computers at The KARDBOARD BOX, INC. to hack into their wifi. We would like to address these concerns. First and foremost our 25 computers will not have the capability to access WIFI. Our computers will be hardwired into our internet network so there is no use for WIFI capabilities. I would also like to point out that residential WIFI has a very limited range and when we checked on August 29<sup>th</sup> no residential WIFI could reach through the two brick walls to get to our facility. Lastly the owner of each WIFI has the responsibility of operating their own network in a secure manner using the practices like the ones found at <https://www.sophos.com/en-us/security-news-trends/best-practices/wi-fi.aspx> or <https://jumpcloud.com/blog/best-practices-for-wifi-security/>.

If these basic practices aren't being followed then WIFI networks are susceptible to compromise regardless of the presence of a computer arcade.

As a child a cardboard box was only as boring as your imagination. It could be a spaceship, a pirate ship, or a submarine. Whith a cardboard box you could be anything. Computers and games played on them are the modern day cardboard box, opening up worlds and universes previously only visited in dreams and imagination. At The KARDBOARD BOX, INC. we hope to explore new worlds and nurture the imagination of gamers of all ages. To remind people that without wonder and the creative imagination, games nurture, innovation would dwindle and the world would stagnate.

I am sincerely,

Jessy Zarete  
President of The KARDBOARD BOX, INC

## **Zoning Case 2018-017**

**An Ordinance of the City of Plano, Texas, waiving the 300-foot distance separation from arcade use to the residential zoning district, reducing the separation requirement from the public school to 300 feet, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 81 for the use of Arcade on 0.1 acre of land out of the Martha McBride Survey, Abstract No. 553, located 579 feet north of 15th Street and 522 feet west of Independence Parkway, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 8th day of October 2018, for the purpose of considering waiving the 300-foot distance separation from the residential zoning district to the north, reducing the separation requirement from the public school to 300 feet, and granting Specific Use Permit No. 81 for Arcade on 0.1 acre of land out of the Martha McBride Survey, Abstract No. 553, located 579 feet north of 15th Street and 522 feet west of Independence Parkway, in the City of Plano, Collin County, Texas, presently zoned Retail; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 8th of October 2018; and

**WHEREAS**, the City Council has determined that waiving of the 300-foot distance separation from the residential zoning district would not be detrimental or injurious to the public health, safety, and general welfare, or otherwise offensive to the neighborhood; and

**WHEREAS**, the City Council is of the opinion and finds that reducing the separation requirement from the public school to 300 feet would not be detrimental or injurious to the public health, safety, and general welfare, or otherwise offensive to the neighborhood; and

**WHEREAS**, the granting of Specific Use Permit No. 81 for the use of Arcade on 0.1 acre of land out of the Martha McBride Survey, Abstract No. 553, located 579 feet north of 15th Street and 522 feet west of Independence Parkway, in the City of Plano, Collin County, Texas, presently zoned Retail, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

**Section I.** The City Council granted the reduction of separation requirement from the public school to 300 feet, finding that this reduction would not be detrimental or injurious to the public health, safety, and general welfare, or otherwise offensive to the neighborhood.

**Section II.** The City Council issued the Specific Use Permit for Arcade and granted a waiver to the 300-foot distance separation from the residential zoning district, finding the waiver appropriate because the use is not offensive to the neighborhood.

**Section III.** The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 81 for Arcade on 0.1 acre of land out of the Martha McBride Survey, Abstract No. 553, located 579 feet north of 15th Street and 522 feet west of Independence Parkway, in the City of Plano, Collin County, Texas, presently zoned Retail, said property being more fully described on the legal description in Exhibit A attached hereto.

**Section IV.** The changes in Sections I, II, and III are granted subject to the following:

1. Arcade machines have the following restrictions:
  - a. Maximum of 50 computers, 10 gaming consoles, and 3 cabinet machines are permitted.
  - b. Must not have wireless internet capability or access.
2. Alcohol must not be served.

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

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

**Section VII.** 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 of any ordinance at the time of passage of this Ordinance.

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

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

**PASSED AND APPROVED THIS THE 8TH DAY OF OCTOBER 2018.**

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

**Zoning Case 2018-017**

BEING a 2,598 square foot portion of Lot 11, Block B of Prairie Creek Estates, Section II, an Addition to the City of Plano, Texas, according to the plat thereof recorded in Volume 8, Page 77, Map Records of Collin County, Texas, and being more particularly described as follows:

Commencing at An X cut in concrete found for the most southerly southwest corner of said Lot 11, being in the north right-of-way line of West 15th Street;

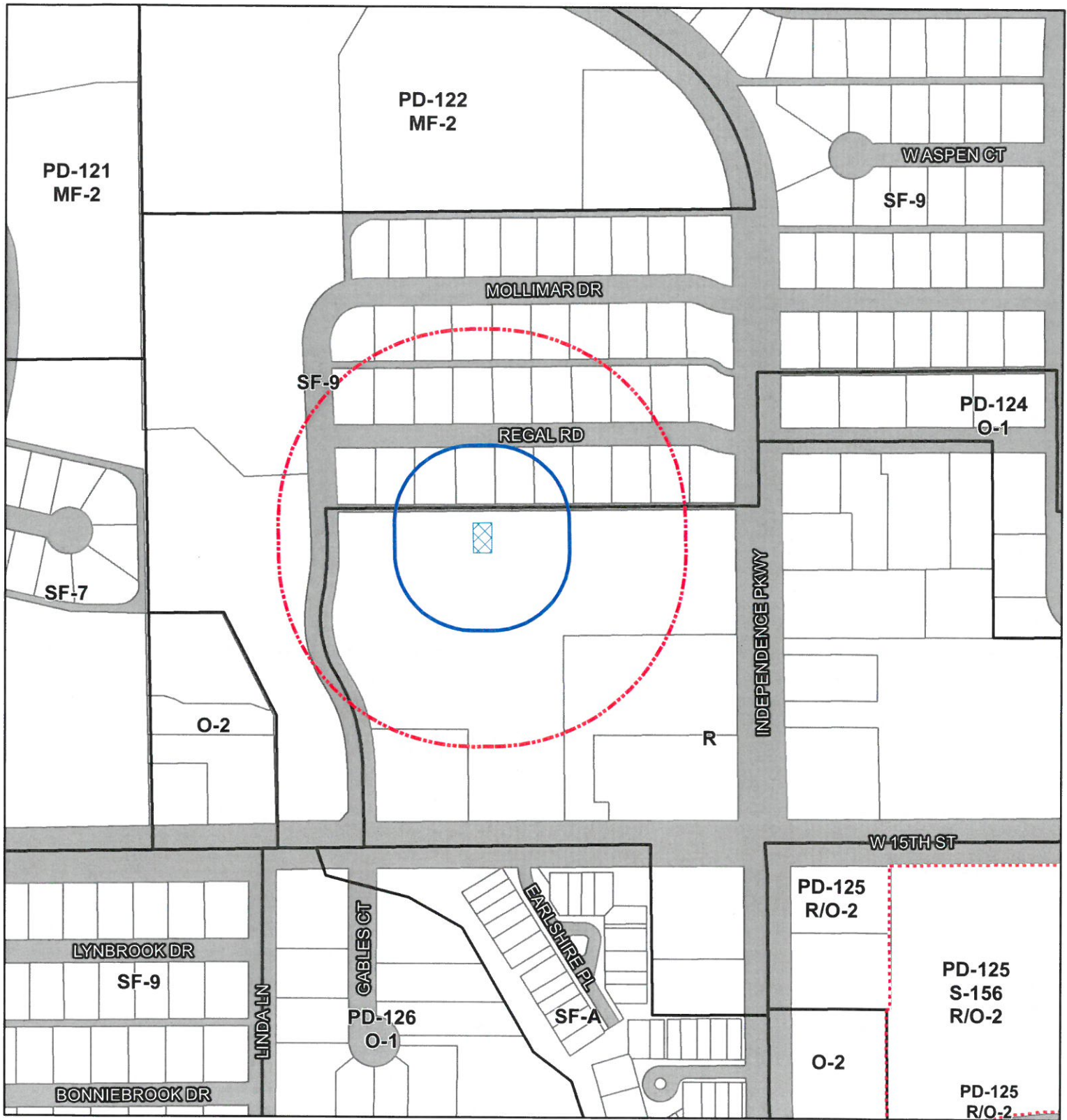
Thence North 01°00'03" East, crossing said Lot 11, a distance of 579.11 feet to a point on the building for the POINT OF BEGINNING;

Thence North 00°42'16" West, through said building, a distance of 65.33 feet to a point on the building;

Thence North 89°17'44" East, along said building, a distance of 39.77 feet to a point on the building;

Thence South 00°42'16" East, through said building, a distance of 65.33 feet to a point on the building from which a 1/2-inch iron rod found for the most easterly southeast corner of said Lot 11 bears S 72°01'53" E, a distance of 551.50 feet;

Thence South 89°17'44" West, along said building, a distance of 39.77 feet to the POINT OF BEGINNING and CONTAINING 2,598 square feet, or 0.0596 acres of land, more or less.

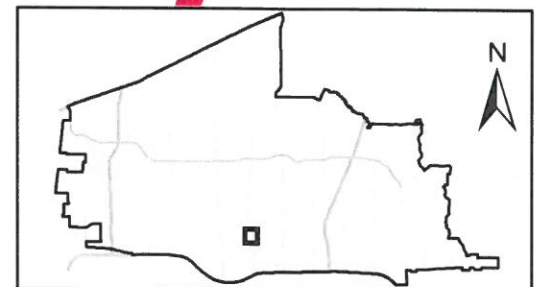


Zoning Case #: ZC2018-017

Existing Zoning: Retail

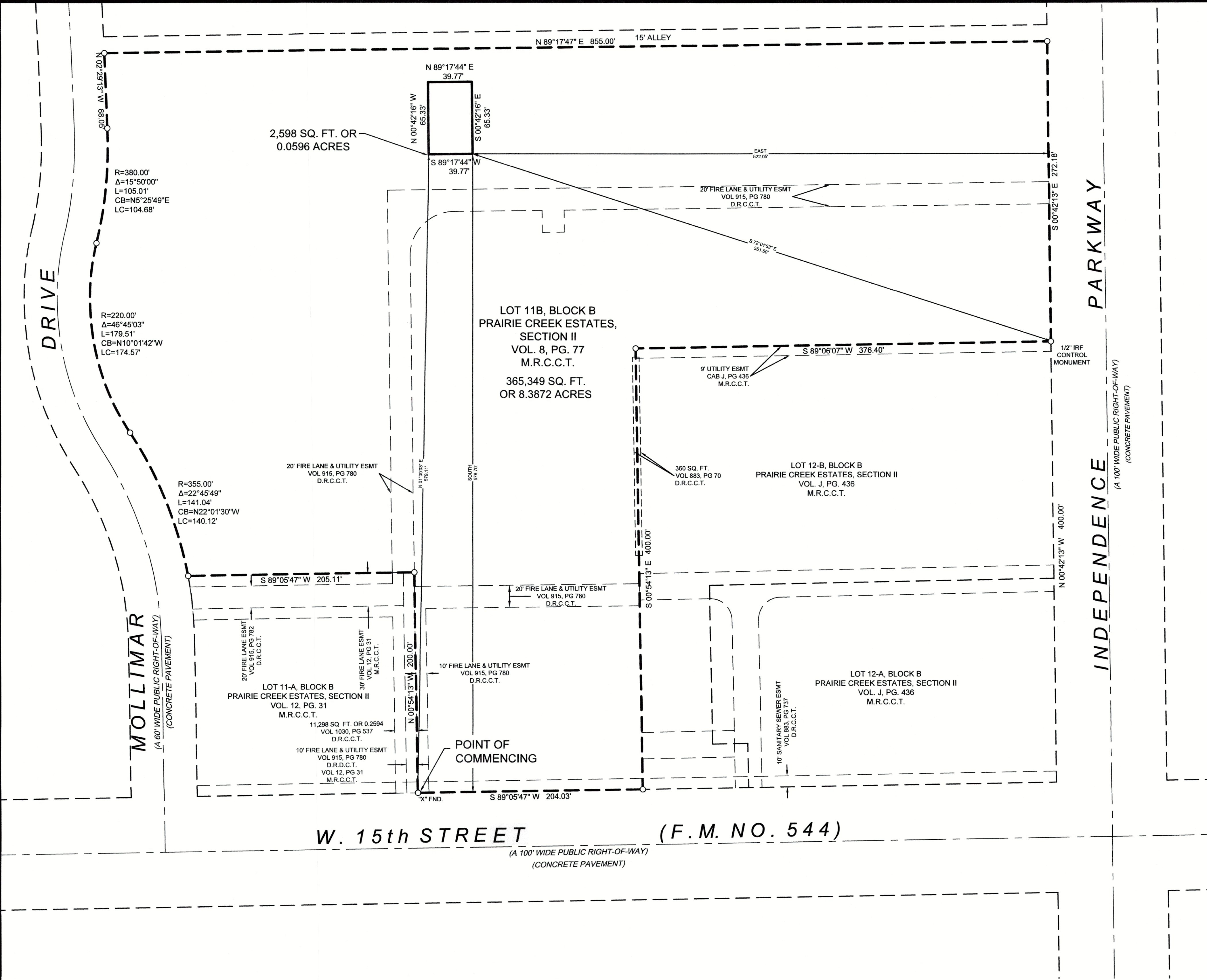
Proposed Zoning: Specific Use Permit for Arcade

- |                                   |                            |                     |
|-----------------------------------|----------------------------|---------------------|
| 500' Courtesy Notification Buffer | Zoning (labels)            | Zoning Boundary     |
| 200' Notification Buffer          | Zoning Boundary Change/SUP | Specific Use Permit |
| Subject Property                  | City Limits                | Right-of-Way        |



Source: City of Plano Planning Department





**ZONING AREA DESCRIPTION**  
2,598 SQ. FT. / 0.0596 ACRES

BEING a 2,598 square foot portion of Lot 11B, Block B, Prairie Creek Estates, Section II, an addition to the City of Plano, Texas according to the plat thereof recorded in Volume 8, Page 77, Map Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

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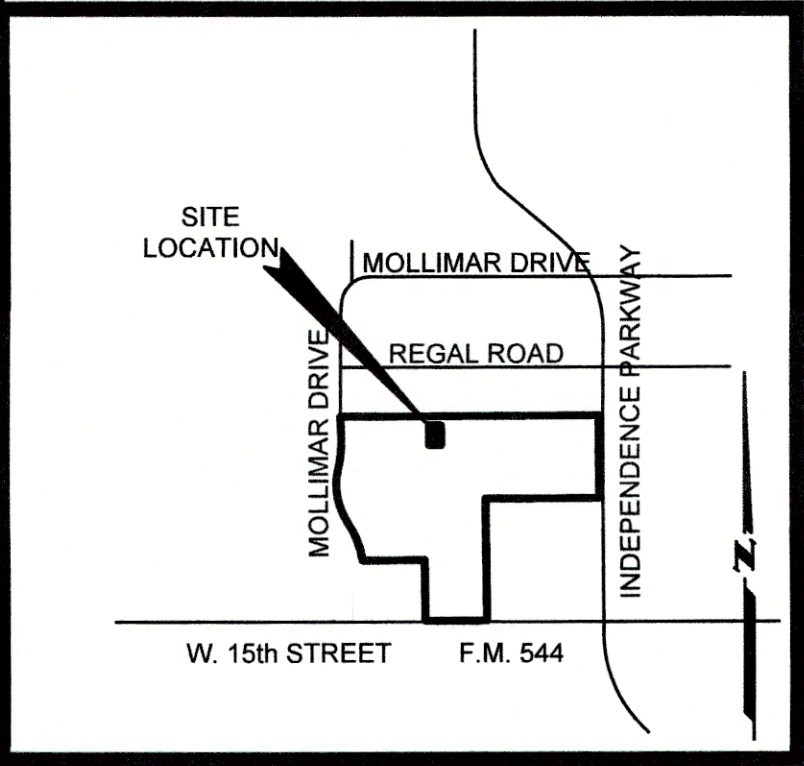
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CANDY HONE, R.P.L.S. NO. 5867 DATE: \_\_\_\_\_



**LEGEND**  
1/2" IRF IRON ROD FOUND  
"X" FND. "X" CUT FOUND IN CONCRETE  
BASIS OF BEARING:

THE BASIS OF BEARING FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, NORTH TEXAS CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983. ADJUSTMENT REALIZATION 2011.

**ZONING REQUIREMENTS**

This property is located within the City of Plano and Zoned Retail (R).

Minimum Lot Area - None

Minimum Lot width - None

Minimum lot depth - None

Minimum front yard setback is 50 feet

Rear Yard setback is 10 feet

Side yard setback is 50 feet adjacent to a street - None otherwise

Maximum Height is two stories or 35 feet Floor Area Ratio 0.6:1

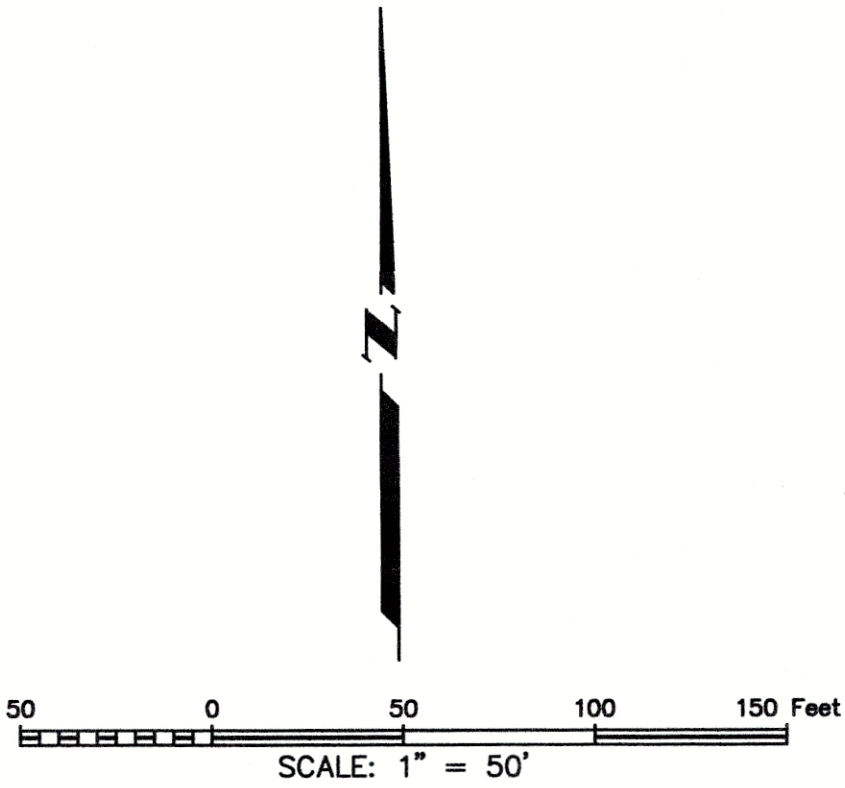
Maximum Lot Coverage - 30%

**NOTES:**

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, PLAT, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION ON THIS ZONING CASE.

**OWNER**

MDT PRAIRIE CREEK, LTD  
CONTACT: RYAN BROWN  
12740 HILLCREST #205  
DALLAS, TEXAS 75230  
PH. (214) 466 1557  
EMAIL: ryan@alleyland.com



PROJECT NO. ZC2018-017  
**ZONING EXHIBIT**  
**SPECIFIC USE PERMIT FOR ARCADE**  
PORTION OF  
LOT 11B, BLOCK B  
PRAIRIE CREEK ESTATES, SECTION II  
**0.0596 ACRES**  
SITUATED IN THE  
MARTHA McBRIDE SURVEY, ABSTRACT NO. 553  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
SCALE: 1"=50' DATE: AUGUST 6, 2018

VOTEX SURVEYING COMPANY - TBPLS FIRM NO. 10013600  
10440 N. CENTRAL EXPWY DALLAS, TEXAS 75231  
PH. (469) 333-8831; candy@votexsurveying.com  
PROJECT NO. 2018-036





## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/8/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

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### CAPTION

Public Hearing and consideration of the City of Plano Parks, Recreation, Trails & Open Space Master Plan, Park Master Plan Map, and Bicycle Transportation Map. **Conducted and Approved with amendment.**

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### FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	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

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**COMMENTS:** This item has no financial impact.

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### SUMMARY OF ITEM

See recommendation memorandum.

Click on the below links to referenced documents. When finished viewing, click on the back arrow to return to this page.

- Master Plan
- Park Master Plan Map
- Bicycle Transportation Map
- Community Outreach
- Edits Log

**Strategic Plan Goal:**

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live, Partnering for Community Benefit

**Plano Tomorrow Plan Pillar:**

Built Environment, Social Environment, Natural Environment, Regionalism

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**ATTACHMENTS:**

Description	Upload Date	Type
Recommendation Memorandum	9/27/2018	Memo

**Date:** September 28, 2018

**To:** Bruce D. Glasscock, City Manager

**From:** Robin Reeves, Director of Parks and Recreation

**Subject:** Park Master Plan Update and Related Comprehensive Plan Map Revisions

Staff and our consultant reviewed the DRAFT Park Master Plan with City Council at their Preliminary Open Meeting on September 24. We are now submitting the plan for a Public Hearing and City Council consideration for approval of the plan. A link to the DRAFT Park Master Plan is included. [DRAFT Park Master Plan](#)

### **Park Master Plan Background**

The Park Master Plan is the Parks and Recreation Department's long-term action plan, providing guidance to the department, establishing goals and recommendations, and identifying needs related to both existing and future facilities. The City of Plano's first Park Master Plan was approved in 1972 to identify park and recreation needs to accommodate future growth. Since 1972, the plan has been updated approximately every five years and projects have been implemented through bond elections.

The high quality of the city's parks and recreation system, and its contribution to the quality of life in Plano, is a direct result of ongoing planning efforts and plan implementation. As a living document, the Master Plan allows staff to reach out to residents for their feedback, review inventory, assess needs, and identify trends in recreation and leisure. This ongoing feedback and analysis will support periodic review of the Master Plan in order to ensure that the plan continues to meet the city's needs.

In addition to providing guidance for staff, the Master Plan is a key element in the Parks and Recreation Department's accreditation and eligibility for grant funding opportunities. Maintaining national accreditation ensures the department is performing at or above nationally recognized professional standards, allows for the potential to acquire grant funding for projects, and provides a higher level of accountability to residents. Agencies with funding opportunities for park and recreation improvements, such as Texas Parks and Wildlife, Collin County, North Central Texas Council of Governments, and the Texas Department of Transportation, require Council-approved master planning documents as a condition of eligibility when submitting funding applications.

However, the Park Master Plan is not a funding document. Almost all park land acquisitions and improvements are funded through voter-approved bond authority initiatives. Additional funding may come from park fees collected on new residential development or grants from other government agencies. Lastly, all expenditures for parks and recreation facilities go through the City's annual budget process with City Council approval.

### **Park Master Plan Update Process**

The last major rewrite of the plan occurred in 1986. For that reason, staff believed that a broader update to the plan was needed, and the Parks and Recreation Department subsequently engaged Halff Associates as its park planning consultant in late 2016 to support that process. Over the past two years,

the Parks and Recreation Department has worked with and solicited feedback from the general public, the Parks and Recreation Planning Board, sports associations, and a broad range of community groups and public agencies to develop a new draft Park Master Plan, receiving over 3,800 responses to surveys.

This survey process began with a statistically valid random 400 telephone surveys, and was followed by an online survey with over 3,200 respondents, and paper surveys completed at a series of outreach events with over 200 respondents. Results were consistent across the spectrum of the surveys, and were incorporated into the recommendations of the draft [Park Master Plan](#). The draft was published to the department's web page for a 30-day review, and an additional 83 comments were received. Additional edits to the draft document were made in direct response to public comment.

### **Comprehensive Plan Map Amendments**

While the Comprehensive Plan and the Park Master Plan are separate policy documents, both of these documents influence the other. The Park Master Plan Map and Bicycle Transportation Plan Map are part of the Comprehensive Plan. The Park Master Plan also influences the Comprehensive Plans Future Land Use Map and Growth and Change Map. These maps will need to be updated to reflect the proposed changes to the Park Master Plan and Bicycle Transportation Plan maps.

cc: Mark Israelson, Senior Deputy City Manager  
Christina Day, Director of Planning



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/8/2018

Department: Comprehensive

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

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### CAPTION

Public Hearing and consideration of an Ordinance as requested in Comprehensive Plan Amendment 2018-001 to amend the Future Land Use Map, Growth and Change Map, Park Master Plan Map, and Bicycle Transportation Map of the Comprehensive Plan, originally adopted by Ordinance No. 2015-10-9, related to the 2018 update of the Park Master Plan, and to amend the Growth and Change Map of the Comprehensive Plan, originally adopted by Ordinance No. 2015-10-9, to reflect development that has already occurred within the City of Plano, Texas; and providing an effective date. **Conducted and Approved with amendment. (Ordinance to be considered at a future meeting.)**

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### FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	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

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**COMMENTS:** This item has no financial impact.

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### SUMMARY OF ITEM



**Strategic Plan Goal:**

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live, Exciting Urban Centers - Destination for Residents and Guests

**Plano Tomorrow Plan Pillar:**

Built Environment, Social Environment, Natural Environment, Economic Environment, Regionalism

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**ATTACHMENTS:**

Description	Upload Date	Type
Comprehensive Plan Amendments - Follow Up	10/2/2018	P/Z Follow-up Memo
Comprehensive Plan Amendments - Write Up	10/2/2018	Staff Report
Comprehensive Plan Amendments Ordinance with Attachments	10/2/2018	Ordinance

**DATE:** October 2, 2018

**TO:** Honorable Mayor & City Council

**FROM:** John Muns, Chair, Planning & Zoning Commission

**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 1, 2018

*gms*

**AGENDA ITEM NO. 2 - PUBLIC HEARING  
COMPREHENSIVE PLAN AMENDMENT 2018-001**

Consideration of amendments to the Future Land Use Map, Growth and Change Map, Park Master Plan Map, and Bicycle Transportation Map of the Comprehensive Plan related to the 2018 update of the Park Master Plan and amendments to the Growth and Change Map of the Comprehensive Plan to reflect development that has already occurred. Tabled September 4, 2018, and September 17, 2018. Project #CPA2018-001.

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

**STIPULATIONS:**

**Speaker Card(s) Received** **Support:** 0 **Oppose:** 0 **Neutral:** 0

**Petition Signatures Received:** **Support:** 0 **Oppose:** 0 **Neutral:** 0

**Other Responses:** **Support:** 0 **Oppose:** 0 **Neutral:** 0

Recommended for approval as submitted.

**FOR CITY COUNCIL MEETING OF:** October 8, 2018 (To view the agenda for this meeting, see [www.plano.gov](http://www.plano.gov))

**PUBLIC HEARING - ORDINANCE**

KS/ks

xc: Lauren Mecke, Planner  
Renee Jordan, Parks Planning Manager  
Liz Del Turco, Senior Park Planner

CITY OF PLANO  
PLANNING & ZONING COMMISSION

October 1, 2018

**Agenda Item No. 2**

**Public Hearing:** Comprehensive Plan Amendment 2018-001

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**DESCRIPTION:**

Consideration of amendments to the Future Land Use Map, Growth and Change Map, Park Master Plan Map, and Bicycle Transportation Map of the Comprehensive Plan related to the 2018 update of the Park Master Plan and amendments to the Growth and Change Map of the Comprehensive Plan to reflect development that has already occurred. Tabled September 4, 2018, and September 17, 2018. Project #CPA2018-001.

**REMARKS:**

The Comprehensive Plan is the key long-range guide for the future growth, development, and redevelopment of the city and serves as a 20 to 30 year visionary guide, providing policy and direction for land use, transportation, housing, city services, and other important aspects of the community. The strategic framework of the Comprehensive Plan includes a broad range of policies and implementation actions, as well as five maps that guide city leaders in decisions and directives for land use development, the provision and delivery of city services, and prioritization and funding of Community Investment Projects (CIP).

At its July 24 and August 20, 2018, Planning & Zoning Commission meetings, the Commission received presentations related to potential amendments to the Future Land Use Map, Growth and Change Map, Park Master Plan Map, and Bicycle Transportation Map of the Plano Tomorrow Comprehensive Plan. Since these meetings, Parks and Recreation and Planning Department staff have made minor map refinements for consideration and prepared final recommendations for consideration of these Comprehensive Plan map amendments. These recommendations were presented to the Commission at their September 17, 2018, meeting. Additionally, staff introduced these updates to City Council during the Preliminary Open Meeting portion of their September 24, 2018, meeting.

**Comprehensive Plan Map Amendments**

The catalyst for these proposed amendments to the Comprehensive Plan maps is the city's consideration of updates to the Park Master Plan. While the Comprehensive Plan and the Park Master Plan are separate policy documents, both of these documents

influence the other, as shown by the city's current [Park Master Plan Map](#) and the [Bicycle Transportation Plan Map](#), which are adopted within the Comprehensive Plan. Additionally, the Park Master Plan also influences the Comprehensive Plan's [Future Land Use Map](#) and [Growth and Change Map](#), as each of these maps include designations that are applied to areas of the community that currently support, or are expected to support, park and recreation facilities. These maps also identify major private open spaces and other social amenities that contribute to the social fabric of Plano.

In addition to accounting for map amendments related to the consideration of the Park Master Plan update, these proposed Comprehensive Plan map amendments also account for needed amendments to the Growth and Change Map to reflect development that has already occurred.

Attachments included with this staff report include a redline document identifying proposed amendments as well as the proposed amended maps in final form. These documents are also available for review at the city's [Comprehensive Plan website](#). A summary of these amendments is provided below.

### Park Master Plan Map

The proposed amendments to the Park Master Plan Map include:

1. Park land acquired and trail segments completed to accurately reflect existing conditions. Major additions include:
  - a. Park land acquisition adjacent to Legacy West and trail corridor expansions for the Breckinridge, Chisholm, Legacy, and Rowlett Trails; and
  - b. Completed trail segments in east Plano along Park Boulevard and 15th Street, and a trail extending from the intersection of Alma Road and Plano Parkway.
2. Proposed trail connections and extensions. Major additions include:
  - a. Proposed trails traversing the K Avenue and Parkwood Boulevard corridors, a segment of the Plano Parkway corridor between K Avenue and Parkwood Boulevard, and a segment of Windhaven Parkway between Parkwood Boulevard and Midway Road;
  - b. Proposed trail connections near Collin Creek Mall, Downtown Plano, the Legacy Business Area, and Oak Point Park & Nature Preserve; and
  - c. A potential trail requiring future study traversing the DART corridor from Downtown Plano Station to the city's northern boundary.
3. The removal of proposed parkland and trails no longer accounted for in the Park Master Plan. This includes:

- a. A segment of proposed park land between Parkwood Boulevard and Sunset Park;
  - b. A segment of proposed park land between Plano Parkway and U.S. Highway 190;
  - c. A segment of proposed park land between 14th Street and Park Vista Road; and
  - d. A proposed trail within the KCS rail corridor west of Independence Parkway and south of Plano Parkway.
4. Recreation and maintenance facilities completed to accurately reflect existing conditions. Major additions include:
- a. Completed Carpenter Park Skate Park and maintenance facilities in Schell Park and near the Preston Ridge Trail.
5. The addition of proposed recreation and maintenance facilities. Potential additions include:
- a. Proposed splash pads at Bob Woodruff, Russell Creek, and Windhaven Meadows Parks, as well as the South Central Community Park Site; and
  - b. Proposed Maintenance Facilities at Enfield Park, High Point Athletic Fields, and Oak Point Park & Nature Preserve.
6. Adding “Map” to the title of the map.

It should be noted that the Park Master Plan Map only depicts existing and proposed trails that are accommodated outside of city park facilities, with more detailed trail planning identified in the Bicycle Transportation Map.

### Bicycle Transportation Map

The proposed amendments to the Bicycle Transportation Map include:

- 1. All identified park and trail recommendations identified in the draft Park Master Plan amendments noted above.
- 2. Additional completed and proposed shared use path (recreational trail) segments accommodated within city parkland. Major additions include:
  - a. Completed shared use path segments within Oak Point Park & Nature Preserve and a connection to the Oak Point Recreation Center;
  - b. Proposed shared use path segments through designated open space in the Heritage Creekside development; and



- c. A potential shared use path requiring future study traversing the DART corridor from Downtown Plano Station to the city's northern boundary.
3. Removal of a proposed shared use path connecting Sunset Park to Communications Parkway.
4. Expansion of the Regional Bicycle Network, which will also include the establishment of bikeway study areas for consideration of enhanced On-Street Bike Routes. Major additions include:
  - a. Designation of segments of existing and future shared-use paths within the Chisholm, Cottonwood Creek, Legacy, Russell Creek, Santa Fe, and Shady Brook Trail corridors; the Ridgeview Drive corridor; and within Bob Woodruff Park and Oak Point Park & Nature Preserve, as components of the proposed regional bicycle network; and
  - b. The designation of bikeway study areas within the Los Rios Boulevard and Ventura/Tulane Drive corridors.
5. Removal of "Plan" and adding "Map" to the title of the map.

### Future Land Use Map

Proposed amendments to the Future Land Use Map are necessary for conformance with the proposed amendments to the Park Master Plan Map and Bicycle Transportation Map. The updates include amendments to two future land use designations: Open Space Network (OSN) and Social Network (SN). For public open spaces such as parks and trails, the OSN designation was applied, and conversely, for major private and public educational, recreational, and social facilities, the SN designation was applied.

#### **Open Space Network (OSN)**

The Open Space Network future land use category includes major public open space preserves, community parks, neighborhood parks, linear parks, and trails. These areas are intended to retain their character to provide regional recreation and leisure opportunities.

#### **Social Network (SN)**

The Social Network future land use category includes a wide range of public and private uses such as colleges, universities, major public schools (high school/ senior high schools) athletic complexes, recreational facilities, libraries, golf courses, country clubs, and large private open spaces.

The proposed amendments include:

1. Designation of new parkland and trail connections as OSN, consistent with the proposed Park Master Plan amendments noted above;
2. The removal of OSN areas no longer accounted for in the Park Master Plan and designation of these areas consistent with the designations of the surrounding context. These include:

- a. A segment of land between Parkwood Boulevard and Sunset Park being designated as Expressway Corridor (EXC) and Neighborhood (N);
  - b. A segment of land between Plano Parkway and U.S. Highway 190 being designated as Employment Center (EC) and Regional Center (RC); and
  - c. A segment of land between 14th Street and Park Vista Road being designated as Neighborhood (N).
3. The designation of existing and new civic facilities, private open space, and recreational/social facilities as SN to align with the Park Master Plan amendments noted above. Major additions include:
  - a. Existing private open space within the Shops of Legacy designated as SN;
  - b. Designating new SN areas for newly established civic sites supporting the Northwest Plano Police Substation, Fire Training Center, and a Salt and Sand Storage Facility; and
  - c. The adjustment of SN designated areas in the vicinity of the Ridgeview Ranch Golf Course in order to align with the Park Master Plan.
4. The removal of depicted trails within SN designated areas in order to maintain consistency with the Park Master Plan;
5. The removal of the secondary street network, ensuring that the depicted street network primarily depicts arterial roadways and expressway corridors; and
6. Minor extensions of designations to street centerlines and city boundaries in order to eliminate gaps and maintain continuity in designations.

### Growth & Change Map

The proposed amendments to the Growth and Change Map are also recommended for consistency with the proposed amendments to the Park Master Plan Map and Bicycle Transportation Map. These changes include amendments to the Open and Social Space (OS) designation for both public and private parkland, trail, recreational, civic, and social amenities.

Additionally, the proposed amendments reflect areas designated as New Growth (NG) where development has already occurred. NG designated areas represent segments of undeveloped land that comprise a minimum of 50 acres, and provide sufficient land area to support large master-planned developments. Where full development of NG designated areas occurred, or new construction left remainder segments of undeveloped land less than 50 contiguous acres in size, these areas were changed to the Conserve and Enhance (CE) or Evolve Urban (EU) designations, based on the surrounding context.



### **Open and Social Space (OS)**

These areas are expected to remain open and social space uses, such as nature preserves, parks, country clubs, and institutional uses, but will improve to meet the changing leisure, recreation, and social desires of the community.



### **Conserve and Enhance (CE)**

These areas are expected to retain the current form of development, but will experience some minor infill and ongoing rehabilitation consistent with the present form and character.



### **Improve and Refine (IR)**

These areas are expected to experience moderate changes through infill, reuse, and redevelopment.



### **New Growth (NG)**

These existing undeveloped areas (>50 acres) are expected to experience new development through master-planned projects.



### **Evolve Urban (EU)**

These existing areas are expected to experience extensive large-scale change through major redevelopment projects that evolve into distinct walkable districts.

The proposed amendments include:

1. The designation of new parkland and trail connections, private open space, social, and civic amenities as OS, consistent with the proposed Park Master Plan amendments noted above;
2. The removal of OS areas no longer accounted for in the Park Master Plan and designation of these areas consistent with the designations of the surrounding context. These include:
  - a. A segment of land between Parkwood Boulevard and Sunset Park being designated as CE and NG;
  - b. A segment of land between Plano Parkway and U.S. Highway 190 being designated as CE, IR, and NG; and
  - c. A segment of land between 14th Street and Park Vista Road being designated as CE.
3. Minor extensions of designations to the street centerlines and city boundaries in order to eliminate gaps and maintain continuity in designations;
4. The removal of discolored gaps in map designations resulting from the removal of local street right-of-way;

5. The removal of the secondary street network, ensuring that the depicted street network primarily depicts arterial roadways and expressway corridors; and
6. The designation of developed areas in the Dallas North Tollway, State Highway 121, and State Highway 190 corridors. Changes include:
  - a. The designation of developed NG areas in the Legacy Business Area and the State Highway 121 corridor as CE;
  - b. The designation of developed NG areas in the Mapleshade Lane corridor as CE;
  - c. The designation of developed NG areas adjacent to the Dallas North Tollway/State Highway 190 interchange as EU; and
  - d. The designation of developed NG areas within and adjacent to the Heritage Creekside development as CE and EU.

### **Summary**

These Comprehensive Plan map amendments are needed in order to ensure alignment with the Park Master Plan and to account for existing conditions. For these reasons, staff is recommending approval of these amendments to the Comprehensive Plan maps.

### **RECOMMENDATION:**

Recommended for approval as submitted.



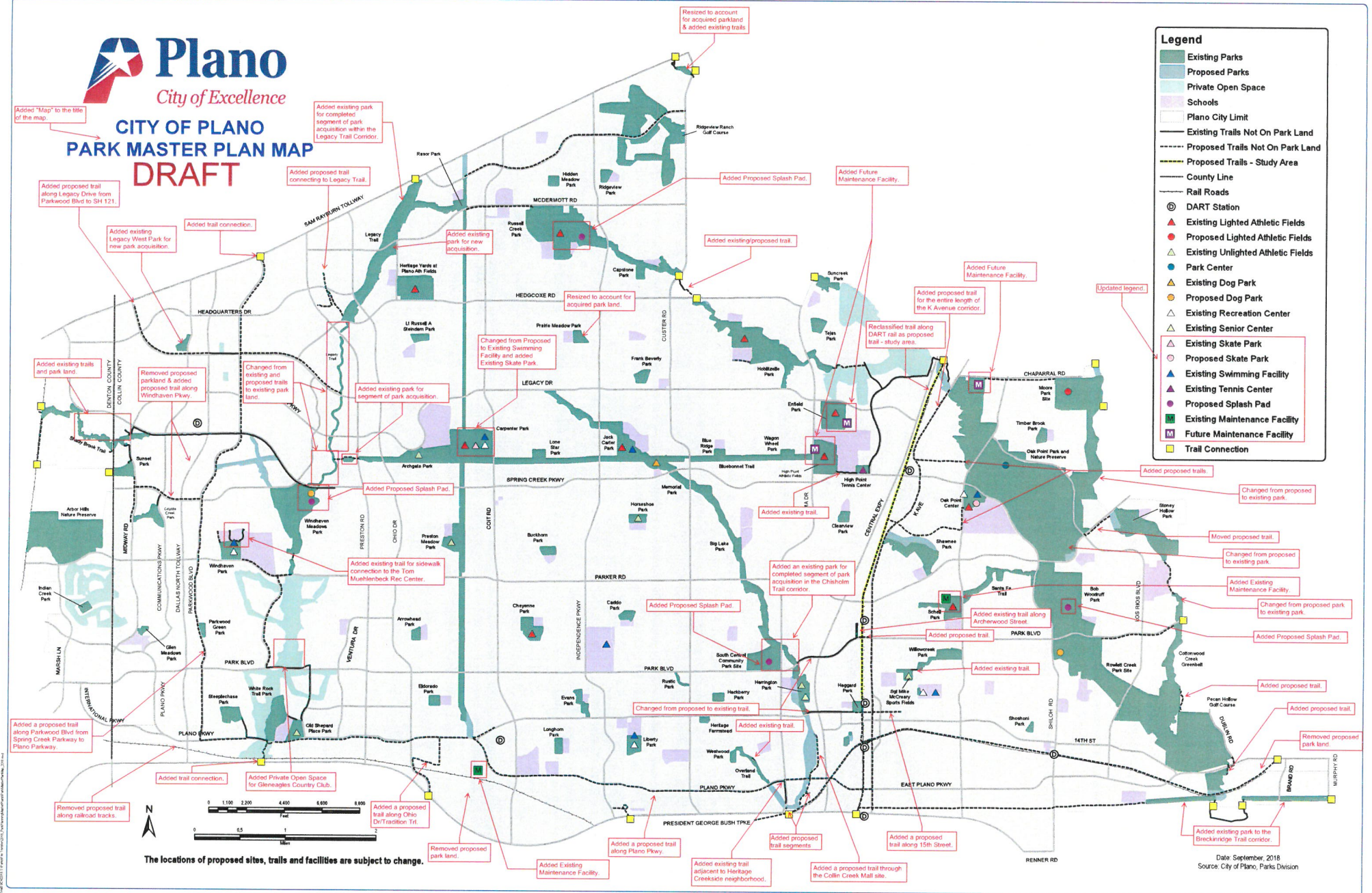
**DRAFT**







# CITY OF PLANO PARK MASTER PLAN MAP DRAFT



- Legend**
- Existing Parks
  - Proposed Parks
  - Private Open Space
  - Schools
  - Plano City Limit
  - Existing Trails Not On Park Land
  - Proposed Trails Not On Park Land
  - Proposed Trails - Study Area
  - County Line
  - Rail Roads
  - DART Station
  - Existing Lighted Athletic Fields
  - Proposed Lighted Athletic Fields
  - Existing Unlighted Athletic Fields
  - Park Center
  - Existing Dog Park
  - Proposed Dog Park
  - Existing Recreation Center
  - Existing Senior Center
  - Existing Skate Park
  - Proposed Skate Park
  - Existing Swimming Facility
  - Existing Tennis Center
  - Proposed Splash Pad
  - Existing Maintenance Facility
  - Future Maintenance Facility
  - Trail Connection

The locations of proposed sites, trails and facilities are subject to change.

Date: September, 2018  
Source: City of Plano, Parks Division





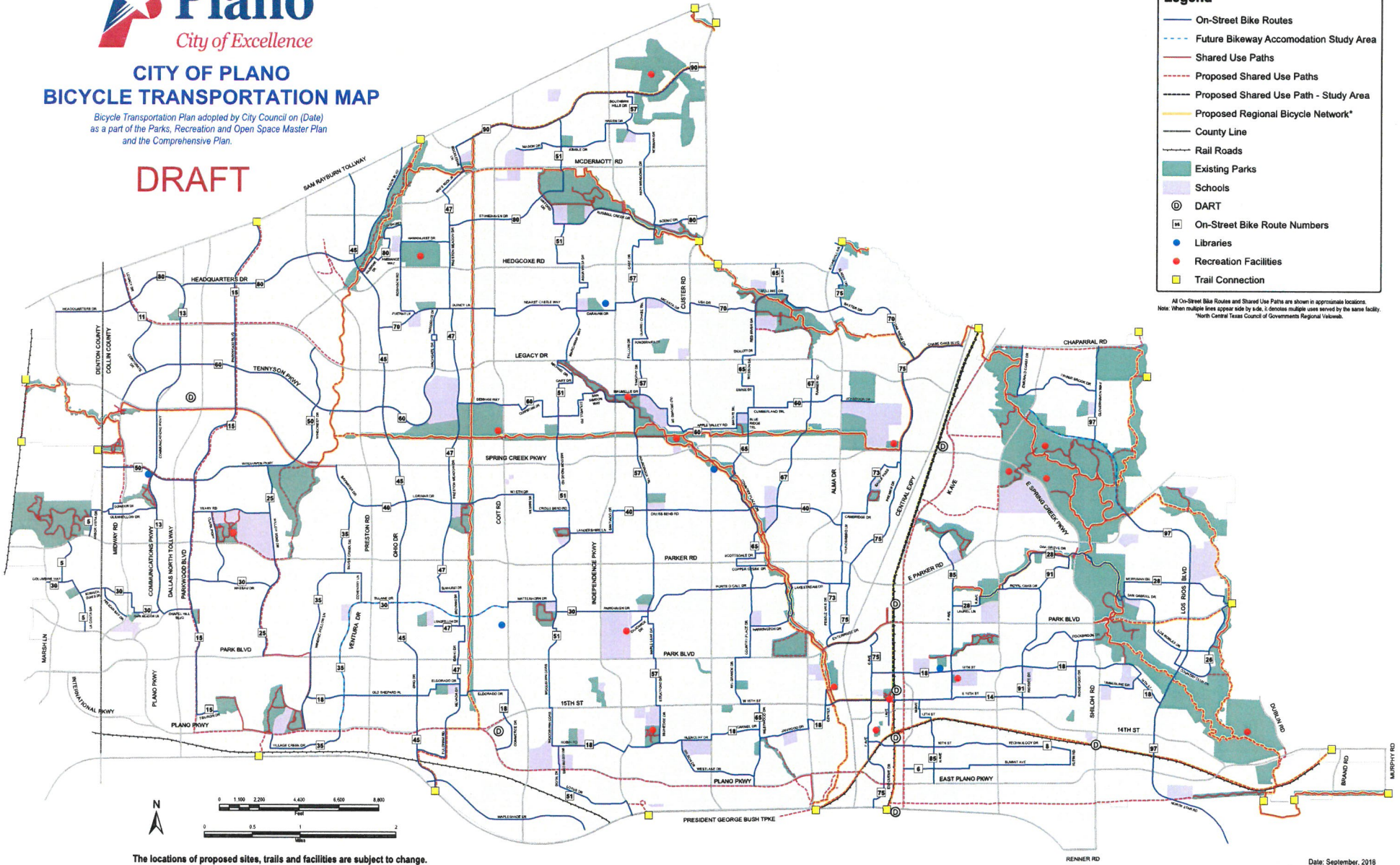
# CITY OF PLANO BICYCLE TRANSPORTATION MAP

Bicycle Transportation Plan adopted by City Council on (Date)  
as a part of the Parks, Recreation and Open Space Master Plan  
and the Comprehensive Plan.

DRAFT

- Legend**
- On-Street Bike Routes
  - Future Bikeway Accommodation Study Area
  - Shared Use Paths
  - Proposed Shared Use Paths
  - Proposed Shared Use Path - Study Area
  - Proposed Regional Bicycle Network\*
  - County Line
  - Rail Roads
  - Existing Parks
  - Schools
  - DART
  - On-Street Bike Route Numbers
  - Libraries
  - Recreation Facilities
  - Trail Connection

All On-Street Bike Routes and Shared Use Paths are shown in approximate locations.  
Note: When multiple lines appear side by side, it denotes multiple uses served by the same facility.  
\*North Central Texas Council of Governments Regional Network



The locations of proposed sites, trails and facilities are subject to change.

Date: September, 2018  
Source: City of Plano, Parks Division









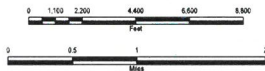
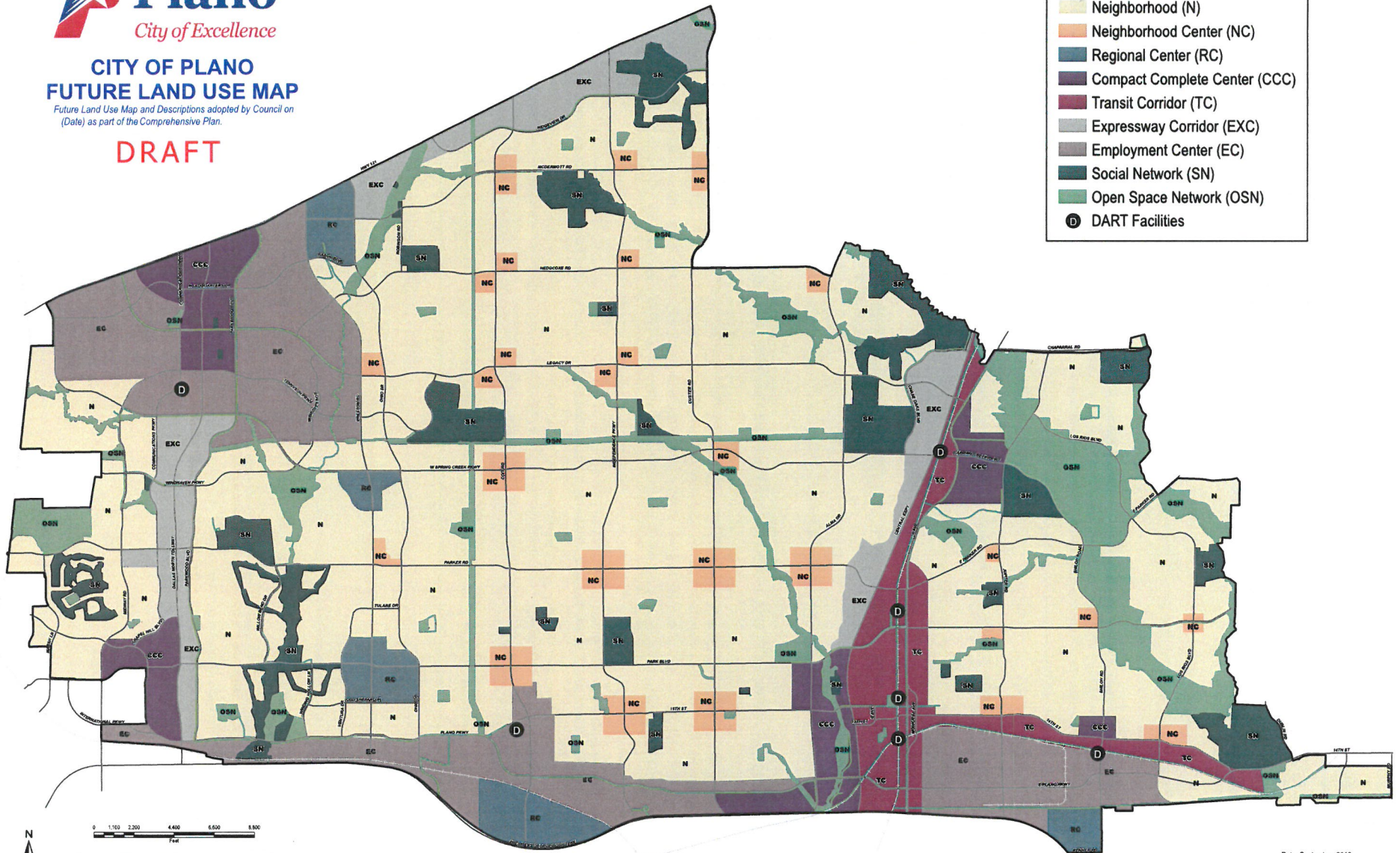
# CITY OF PLANO FUTURE LAND USE MAP

Future Land Use Map and Descriptions adopted by Council on  
(Date) as part of the Comprehensive Plan.

**DRAFT**

## LEGEND

- Neighborhood (N)
- Neighborhood Center (NC)
- Regional Center (RC)
- Compact Complete Center (CCC)
- Transit Corridor (TC)
- Expressway Corridor (EXC)
- Employment Center (EC)
- Social Network (SN)
- Open Space Network (OSN)
- DART Facilities



Date: September, 2018  
Source: City of Plano, GIS Division

The Future Land Use Map shall not constitute zoning regulations or establish zoning district boundaries.





## Plano Tomorrow

# FUTURE LAND USE DESCRIPTIONS

### Purpose

The purpose of the Future Land Use Map is to determine appropriate locations for future uses and activities while establishing a set of design characteristics for distinct areas within the city. The map shall not constitute zoning regulations or establish zoning district boundaries, but should provide general direction for new development and redevelopment projects.

### Neighborhoods (N)



The Neighborhoods future land use category consists primarily of residential areas focused on sustaining a high quality of life through clear, well-maintained infrastructure, housing, open space, schools, and limited service/institutional uses. Single-family residential should remain the primary use within neighborhoods. It is the intention to preserve and enhance these uses and to regulate the design of new residential infill products to be within the context of the surrounding environment. Institutional, light office, and service uses are considered secondary uses and may be located along the frontage of arterial streets and intersections. Adequate building setbacks must be considered when development is proposed near neighborhoods.



### Neighborhood Centers (NC)

The Neighborhood Center future land use category applies to corner retail sites along major arterials. Redevelopment of existing retail centers is strongly encouraged and should reduce retail square footage, focus on quality design and pedestrian access, and increase the mix of uses. Neighborhood Center uses are typically located in low-rise buildings with retail, service, and office uses that serve the adjacent neighborhoods. The introduction of residential uses within Neighborhood Centers is recommended where it can be accomplished in a context-sensitive manner and integrated into the center. When residential is introduced, single-family uses are desired for compatibility with existing adjacent neighborhoods. Neighborhood centers will be based on the concepts of mixed-use, community design, and transit-oriented design, where possible. Adequate building setbacks must be considered when development is proposed near neighborhoods. Useable open space will be included within the centers to create active and interesting public spaces.



### Regional Centers (RC)



The Regional Center future land use category applies to large commercial developments within high traffic corridors. Regional Center uses are typically located in low to mid-rise buildings and include retail, service, and office uses that serve a regional population. Regional centers are intended to have a mixture of large shopping centers, restaurants, theaters, offices, and other supporting uses. Residential development is supported in these centers and should be incorporated within mixed-use or transit-oriented developments. Adequate building setbacks must be considered when development is proposed near neighborhoods. Useable open space will be included within the centers to create active and interesting public spaces.







## Plano Tomorrow

# FUTURE LAND USE DESCRIPTIONS

### Compact Complete Centers (CCC)

The Compact Complete Centers future land use category applies to areas that may see new growth or experience significant redevelopment. Compact Complete Centers should include mid-rise buildings with office, retail, service, entertainment, and residential uses, which are based on the concepts of mixed-use, community design, and where possible, transit-oriented design. Uses should be integrated within the development and should create self-contained neighborhoods that are navigable by walking or using bicycles. Uses should also be serviced by parking structures to reduce surface parking and encourage efficient use of land. Useable open space will be included within the centers to create active and interesting public spaces.



### Transit Corridor (TC)

The Transit Corridor future land use category applies to the Downtown Plano core and the adjoining rail corridor linking the Dallas Area Rapid Transit (DART) red/orange line and the future Cotton Belt line. It is the intention to continue the transformation of the Downtown Plano core into a distinct and authentic urban center and expand the vision for transit-oriented development within the entire corridor. Major uses within Transit Corridor include housing, retail, cultural facilities, hotels, and government offices. Infill and redevelopment projects should be compatible with the historical character of the area and transit-oriented residential, employment, retail, and civic uses should be located between one-quarter to one-half mile walking distance of a transit stop. Uses should be serviced by parking structures to reduce surface parking and encourage efficient use of land. Street, bike trail, and sidewalk improvements will be emphasized to create a more accessible, walkable, and unified corridor. Useable open space will be included to create active and interesting public spaces. Commercial and residential uses within the corridor shall be designed to acknowledge visibility from rail, especially where elevated, as a gateway to the community.



### Expressway Corridors (EXC)

The Expressway Corridor future land use category applies to development along major expressways serving regional and interstate commerce. Development in these corridors is expected to include a mix of retail, service, office, restaurant, medical, hotel, and technology based uses. Uses should be serviced by parking structures to reduce surface parking and encourage efficient use of land. Due to noise and health impacts of expressways, residential development is generally not appropriate in these corridors. Adequate building setbacks must be considered when development is proposed near neighborhoods.







## *Plano Tomorrow*

# FUTURE LAND USE DESCRIPTIONS



### **Employment Centers (EC)**

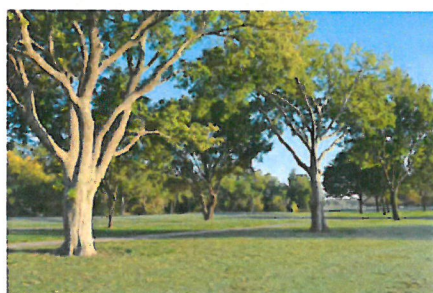


The Employment Center future land use category applies to business centers. The primary uses for employment centers are commercial uses which provide corporate office campuses, medical centers, educational facilities, technology centers, and research facilities. Limited manufacturing and warehouse uses may be allowed to support the employment centers. Adequate building setbacks must be considered when development is proposed near neighborhoods. Residential development is not appropriate within these centers in order to ensure the city's ability to attract and maintain employment generating uses.

### **Social Network (SN)**



The Social Network future land use category includes a wide range of public and private uses such as colleges, universities, major public schools (high school/senior high schools) athletic complexes, recreational facilities, libraries, golf courses, country clubs, and large private open spaces. These areas are intended to retain their character to provide regional recreation and social opportunities.



### **Open Space Network (OSN)**

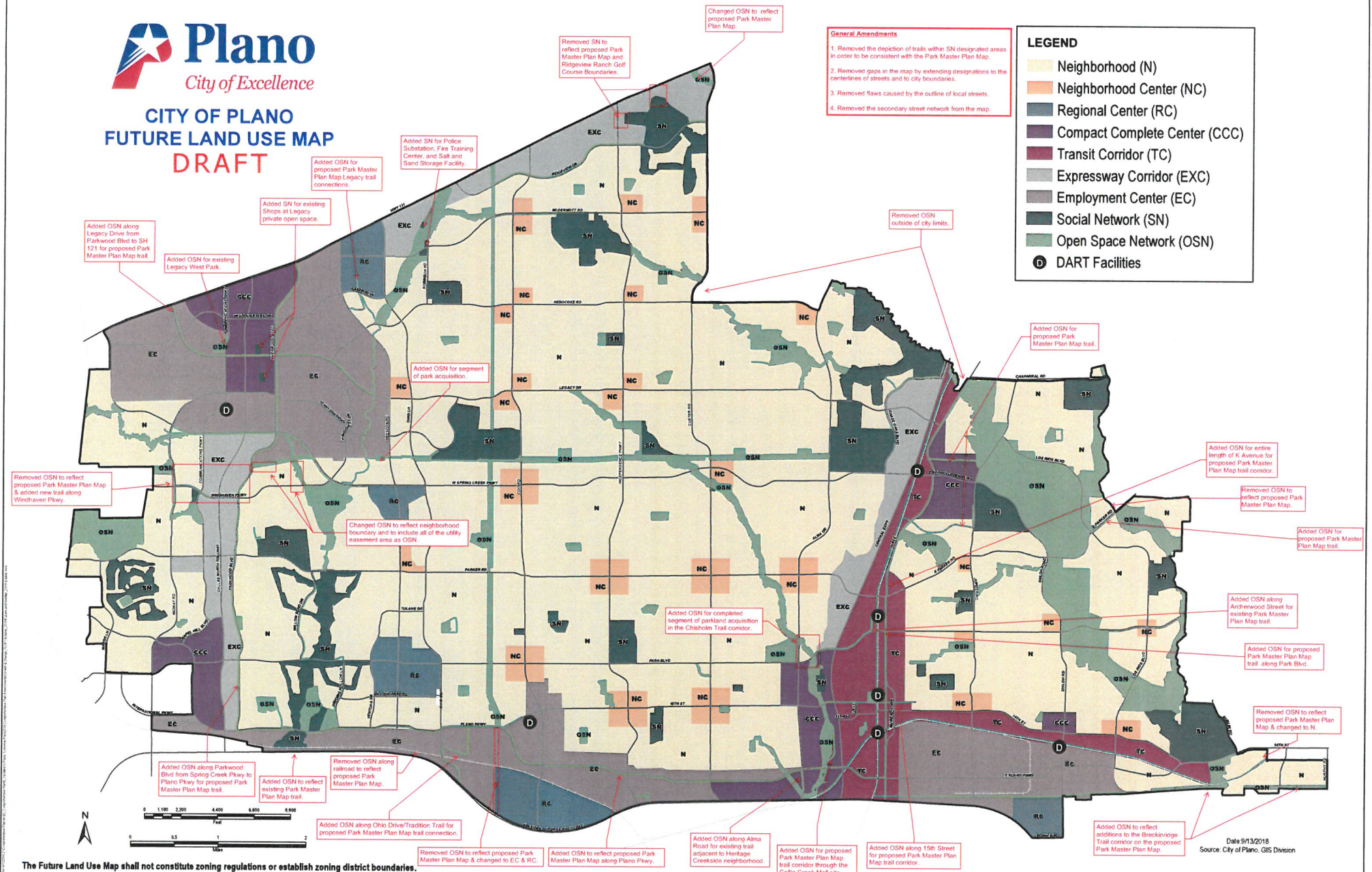


The Open Space Network future land use category includes major public open space preserves, community parks, neighborhood parks, linear parks, and trails. These areas are intended to retain their character to provide regional recreation and leisure opportunities.





# CITY OF PLANO FUTURE LAND USE MAP DRAFT



The Future Land Use Map shall not constitute zoning regulations or establish zoning district boundaries.





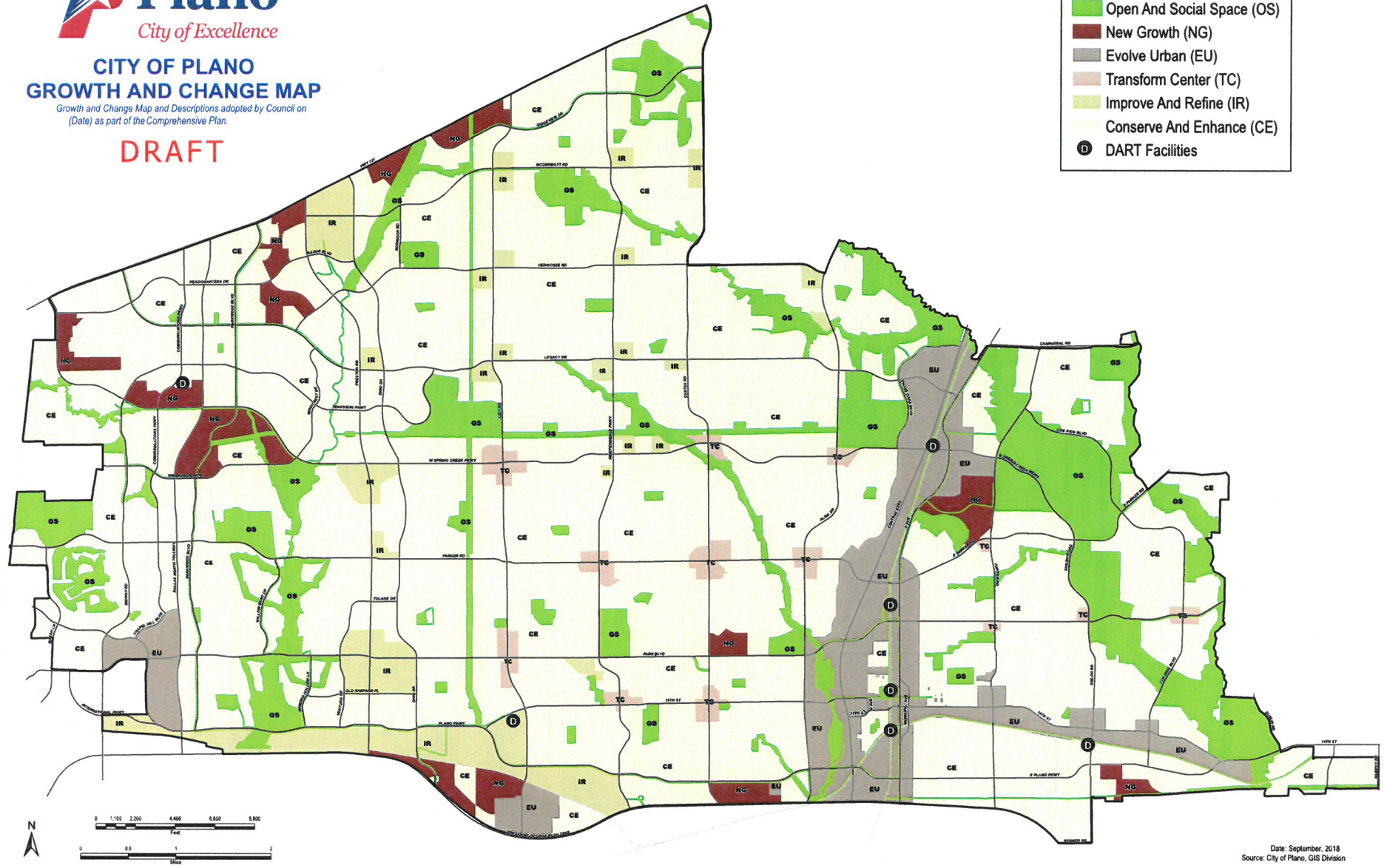
# CITY OF PLANO GROWTH AND CHANGE MAP

Growth and Change Map and Descriptions adopted by Council on  
(Date) as part of the Comprehensive Plan.

**DRAFT**

**LEGEND**

- Open And Social Space (OS)
- New Growth (NG)
- Evolve Urban (EU)
- Transform Center (TC)
- Improve And Refine (IR)
- Conserve And Enhance (CE)
- DART Facilities



The Growth and Change Map shall not constitute zoning regulations or establish zoning district boundaries.

Date: September, 2018  
Source: City of Plano, GIS Division





# Plano Tomorrow

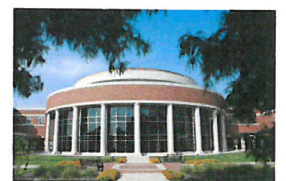
## GROWTH AND CHANGE MAP DESCRIPTIONS

### Purpose

The purpose of the Growth and Change Map is to describe the level of change that is expected to occur on sites around the city. The map shall not constitute zoning regulations or establish zoning district boundaries, but should provide general direction for new development and redevelopment projects.

### Open and Social Space (OS)

These areas are expected to remain open and social space uses, such as nature preserves, parks, country clubs, and institutional uses, but will improve to meet the changing leisure, recreation, and social desires of the community.



### New Growth (NG)

These existing undeveloped areas (>50 acres) are expected to experience new development through master-planned projects.



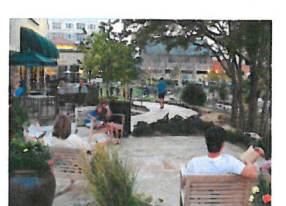
### Evolve Urban (EU)

These existing areas are expected to experience extensive large-scale change through major redevelopment projects that evolve into distinct walkable districts.



### Transform Center (TC)

These existing areas are expected to experience significant redevelopment and transformation of the existing form into small-scale pedestrian-friendly centers.



### Improve and Refine (IR)

These areas are expected to experience moderate changes through infill, reuse, and redevelopment.



### Conserve and Enhance (CE)

These areas are expected to retain the current form of development, but will experience some minor infill and ongoing rehabilitation consistent with the present form and character.







Comprehensive Plan Amendment 2018-001

**An Ordinance of the City of Plano, Texas, amending the Future Land Use Map, Growth and Change Map, Park Master Plan Map, and Bicycle Transportation Map of the Comprehensive Plan, originally adopted by Ordinance No. 2015-10-9, related to the 2018 update of the Park Master Plan, and amending the Growth and Change Map of the Comprehensive Plan, originally adopted by Ordinance No. 2015-10-9, to reflect development that has already occurred within the City of Plano, Texas; and providing an effective date.**

**WHEREAS**, the Comprehensive Plan recommends regular review and updating, as needed, to maintain alignment with other City of Plano policies and to account for changing conditions in the community; and

**WHEREAS**, the City Council desires to adopt an update to the Park Master Plan, which will establish policies and implementation actions needed to maintain high quality park, recreation, and trail systems and services for Plano citizens and businesses, while satisfying the Parks and Recreation Department's accreditation requirements and improving the City of Plano's competitiveness for external funding opportunities for parks, recreation, and trail system improvements; and

**WHEREAS**, the update to the Park Master Plan was developed over the course of a two-year period during which the Parks and Recreation Department received over 3,800 survey responses and conducted direct outreach to the general public, the Parks and Recreation Planning Board, sports associations, and a broad range of community groups and public agencies; and

**WHEREAS**, the Park Master Plan includes the Park Master Plan Map and the Bicycle Transportation Map, each of which are also adopted components of the Comprehensive Plan; and

**WHEREAS**, the Park Master Plan also influences the Comprehensive Plan's Future Land Use Map and Growth and Change Map, as each of these maps include designations that are applied to areas of the community that currently support, or are expected to support, park, recreation, and trail facilities. These maps also identify major private open spaces and other amenities that contribute to the social fabric of the City of Plano; and

**WHEREAS**, the Growth and Change Map of the Comprehensive Plan designates areas of New Growth which represent segments of undeveloped land that comprise a minimum of 50 acres, and provide sufficient land area to support large master-planned developments; and

**WHEREAS**, some New Growth designated areas within the Growth and Change Map have experienced development since the Comprehensive Plan was adopted; and

**WHEREAS**, the Comprehensive Plan map amendments were discussed by the Planning & Zoning Commission on July 24, 2018, and August 20, 2018, and have been available for public review in draft form on the Comprehensive Plan website since September 26, 2018; and

**WHEREAS**, the Planning & Zoning Commission held public hearings on September 17, 2018, and October 1, 2018, open to all persons wishing to comment on the proposed Comprehensive Plan map amendments, and subsequently recommended approval of said amendments; and

**WHEREAS**, the City Council held a public hearing on October 8, 2018, open to persons wishing to comment on the proposed Comprehensive Plan map amendments; and

**WHEREAS**, the City Council, having been presented the proposed amendments to the Future Land Use Map, Growth and Change Map, Park Master Plan Map, and Bicycle Transportation Map of the Comprehensive Plan, upon full review and consideration thereof, and all matters attendant and related thereto, is of the opinion that the amendments should be approved and adopted by the City of Plano.

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

**Section I.** The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**Section II.** The amendments to the Future Land Use Map, Growth and Change Map, Park Master Plan Map, and Bicycle Transportation Map of the Comprehensive Plan are attached hereto as Exhibit A, B, C, and D, respectively, and are hereby approved and adopted in their entirety.

**Section III.** The primary format of the Comprehensive Plan is a publicly accessible website ([www.planotomorrow.org](http://www.planotomorrow.org)) that allows amendments to be efficiently incorporated.

**Section IV.** The City of Plano has the ability to prepare other plans, policies, or strategies as required in accordance with Section 213.004, *Local Government Code*.

**Section V.** The City Manager is authorized to implement continual maintenance and periodic technical updates of the Comprehensive Plan to adjust such items as facts, figures, inventories, and descriptions or graphic depictions of existing conditions, excluding the strategic framework of the Plan.

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

**DULY PASSED AND APPROVED THIS 8TH DAY OF OCTOBER 2018.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY



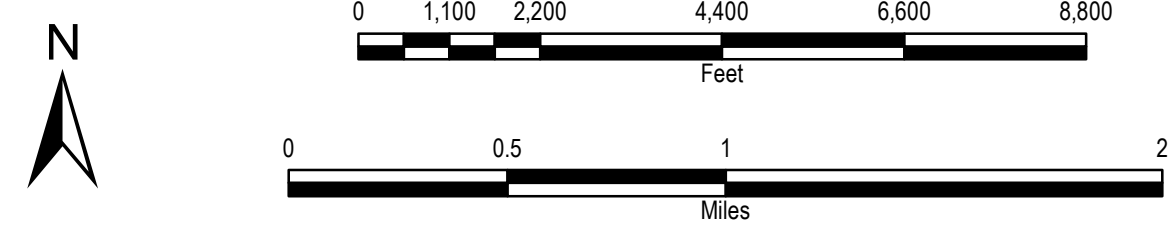
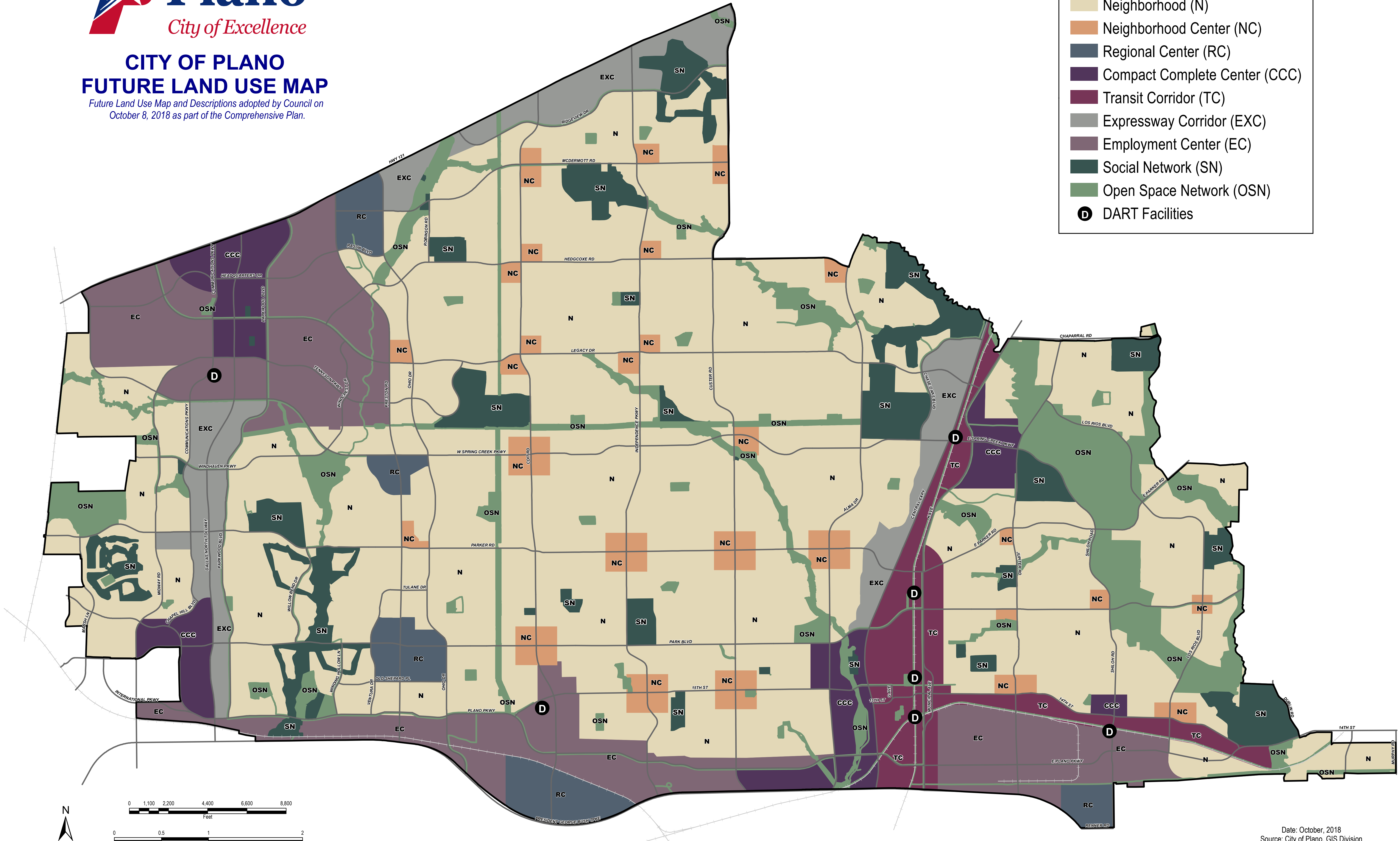


**CITY OF PLANO  
FUTURE LAND USE MAP**

*Future Land Use Map and Descriptions adopted by Council on  
October 8, 2018 as part of the Comprehensive Plan.*

**LEGEND**

- Neighborhood (N)
- Neighborhood Center (NC)
- Regional Center (RC)
- Compact Complete Center (CCC)
- Transit Corridor (TC)
- Expressway Corridor (EXC)
- Employment Center (EC)
- Social Network (SN)
- Open Space Network (OSN)
- D** DART Facilities



Date: October, 2018  
Source: City of Plano, GIS Division

The Future Land Use Map shall not constitute zoning regulations or establish zoning district boundaries.





## Plano Tomorrow

# FUTURE LAND USE DESCRIPTIONS

### Purpose

The purpose of the Future Land Use Map is to determine appropriate locations for future uses and activities while establishing a set of design characteristics for distinct areas within the city. The map shall not constitute zoning regulations or establish zoning district boundaries, but should provide general direction for new development and redevelopment projects.

### Neighborhoods (N)

The Neighborhoods future land use category consists primarily of residential areas focused on sustaining a high quality of life through clear, well-maintained infrastructure, housing, open space, schools, and limited service/institutional uses. Single-family residential should remain the primary use within neighborhoods. It is the intention to preserve and enhance these uses and to regulate the design of new residential infill products to be within the context of the surrounding environment. Institutional, light office, and service uses are considered secondary uses and may be located along the frontage of arterial streets and intersections. Adequate building setbacks must be considered when development is proposed near neighborhoods.



### Neighborhood Centers (NC)

The Neighborhood Center future land use category applies to corner retail sites along major arterials. Redevelopment of existing retail centers is strongly encouraged and should reduce retail square footage, focus on quality design and pedestrian access, and increase the mix of uses. Neighborhood Center uses are typically located in low-rise buildings with retail, service, and office uses that serve the adjacent neighborhoods. The introduction of residential uses within Neighborhood Centers is recommended where it can be accomplished in a context-sensitive manner and integrated into the center. When residential is introduced, single-family uses are desired for compatibility with existing adjacent neighborhoods. Neighborhood centers will be based on the concepts of mixed-use, community design, and transit-oriented design, where possible. Adequate building setbacks must be considered when development is proposed near neighborhoods. Useable open space will be included within the centers to create active and interesting public spaces.



### Regional Centers (RC)

The Regional Center future land use category applies to large commercial developments within high traffic corridors. Regional Center uses are typically located in low to mid-rise buildings and include retail, service, and office uses that serve a regional population. Regional centers are intended to have a mixture of large shopping centers, restaurants, theaters, offices, and other supporting uses. Residential development is supported in these centers and should be incorporated within mixed-use or transit-oriented developments. Adequate building setbacks must be considered when development is proposed near neighborhoods. Useable open space will be included within the centers to create active and interesting public spaces.





## Plano Tomorrow

# FUTURE LAND USE DESCRIPTIONS

### Compact Complete Centers (CCC) ■

The Compact Complete Centers future land use category applies to areas that may see new growth or experience significant redevelopment. Compact Complete Centers should include mid-rise buildings with office, retail, service, entertainment, and residential uses, which are based on the concepts of mixed-use, community design, and where possible, transit-oriented design. Uses should be integrated within the development and should create self-contained neighborhoods that are navigable by walking or using bicycles. Uses should also be serviced by parking structures to reduce surface parking and encourage efficient use of land. Useable open space will be included within the centers to create active and interesting public spaces.



### Transit Corridor (TC) ■

The Transit Corridor future land use category applies to the Downtown Plano core and the adjoining rail corridor linking the Dallas Area Rapid Transit (DART) red/orange line and the future Cotton Belt line. It is the intention to continue the transformation of the Downtown Plano core into a distinct and authentic urban center and expand the vision for transit-oriented development within the entire corridor. Major uses within Transit Corridor include housing, retail, cultural facilities, hotels, and government offices. Infill and redevelopment projects should be compatible with the historical character of the area and transit-oriented residential, employment, retail, and civic uses should be located between one-quarter to one-half mile walking distance of a transit stop. Uses should be serviced by parking structures to reduce surface parking and encourage efficient use of land. Street, bike trail, and sidewalk improvements will be emphasized to create a more accessible, walkable, and unified corridor. Useable open space will be included to create active and interesting public spaces. Commercial and residential uses within the corridor shall be designed to acknowledge visibility from rail, especially where elevated, as a gateway to the community.



### Expressway Corridors (EXC) ■

The Expressway Corridor future land use category applies to development along major expressways serving regional and interstate commerce. Development in these corridors is expected to include a mix of retail, service, office, restaurant, medical, hotel, and technology based uses. Uses should be serviced by parking structures to reduce surface parking and encourage efficient use of land. Due to noise and health impacts of expressways, residential development is generally not appropriate in these corridors. Adequate building setbacks must be considered when development is proposed near neighborhoods.







## Plano Tomorrow

# FUTURE LAND USE DESCRIPTIONS

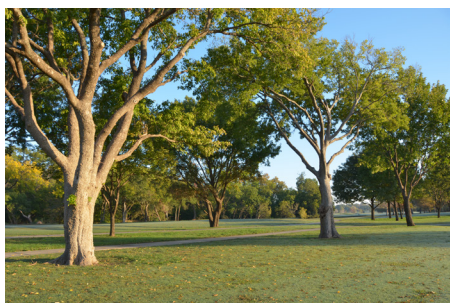
### **Employment Centers (EC)**



The Employment Center future land use category applies to business centers. The primary uses for employment centers are commercial uses which provide corporate office campuses, medical centers, educational facilities, technology centers, and research facilities. Limited manufacturing and warehouse uses may be allowed to support the employment centers. Adequate building setbacks must be considered when development is proposed near neighborhoods. Residential development is not appropriate within these centers in order to ensure the city's ability to attract and maintain employment generating uses.

### **Social Network (SN)**

The Social Network future land use category includes a wide range of public and private uses such as colleges, universities, major public schools (high school/senior high schools) athletic complexes, recreational facilities, libraries, golf courses, country clubs, and large private open spaces. These areas are intended to retain their character to provide regional recreation and social opportunities.



### **Open Space Network (OSN)**

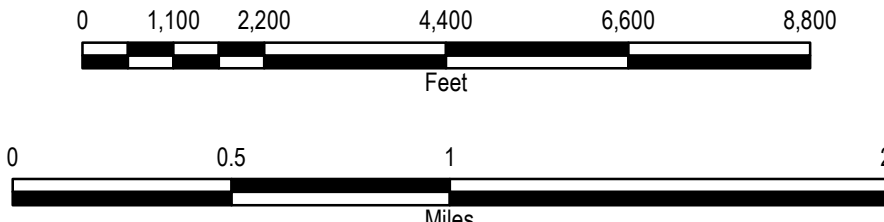
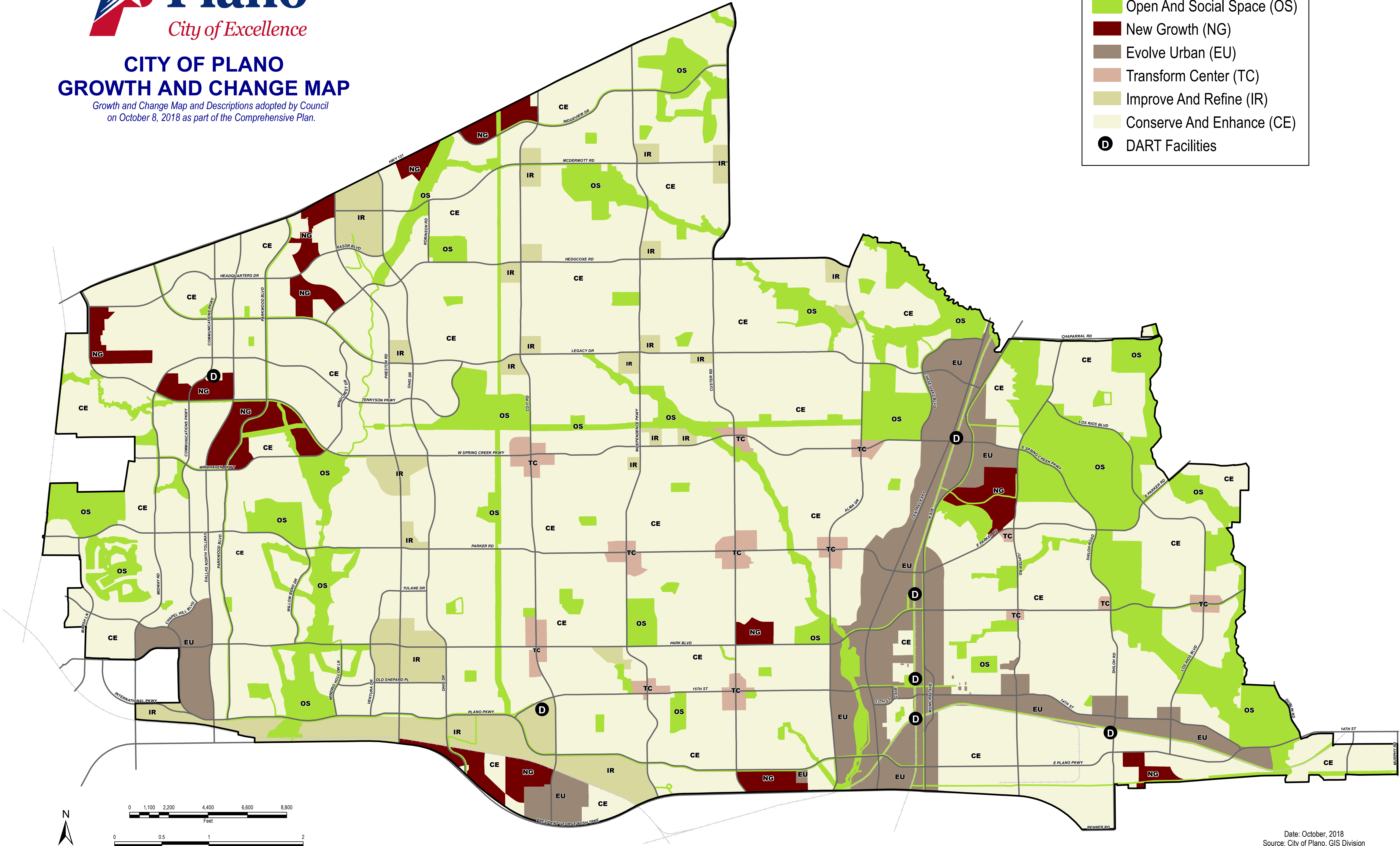
The Open Space Network future land use category includes major public open space preserves, community parks, neighborhood parks, linear parks, and trails. These areas are intended to retain their character to provide regional recreation and leisure opportunities.



**CITY OF PLANO**  
**GROWTH AND CHANGE MAP**

*Growth and Change Map and Descriptions adopted by Council  
on October 8, 2018 as part of the Comprehensive Plan.*

- LEGEND**
- Open And Social Space (OS)
  - New Growth (NG)
  - Evolve Urban (EU)
  - Transform Center (TC)
  - Improve And Refine (IR)
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# Plano Tomorrow

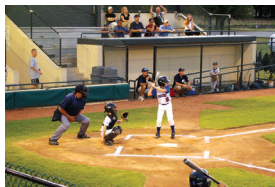
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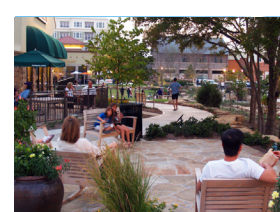
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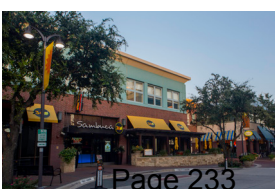
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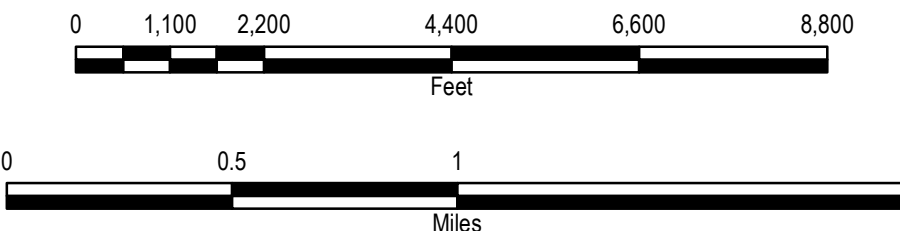
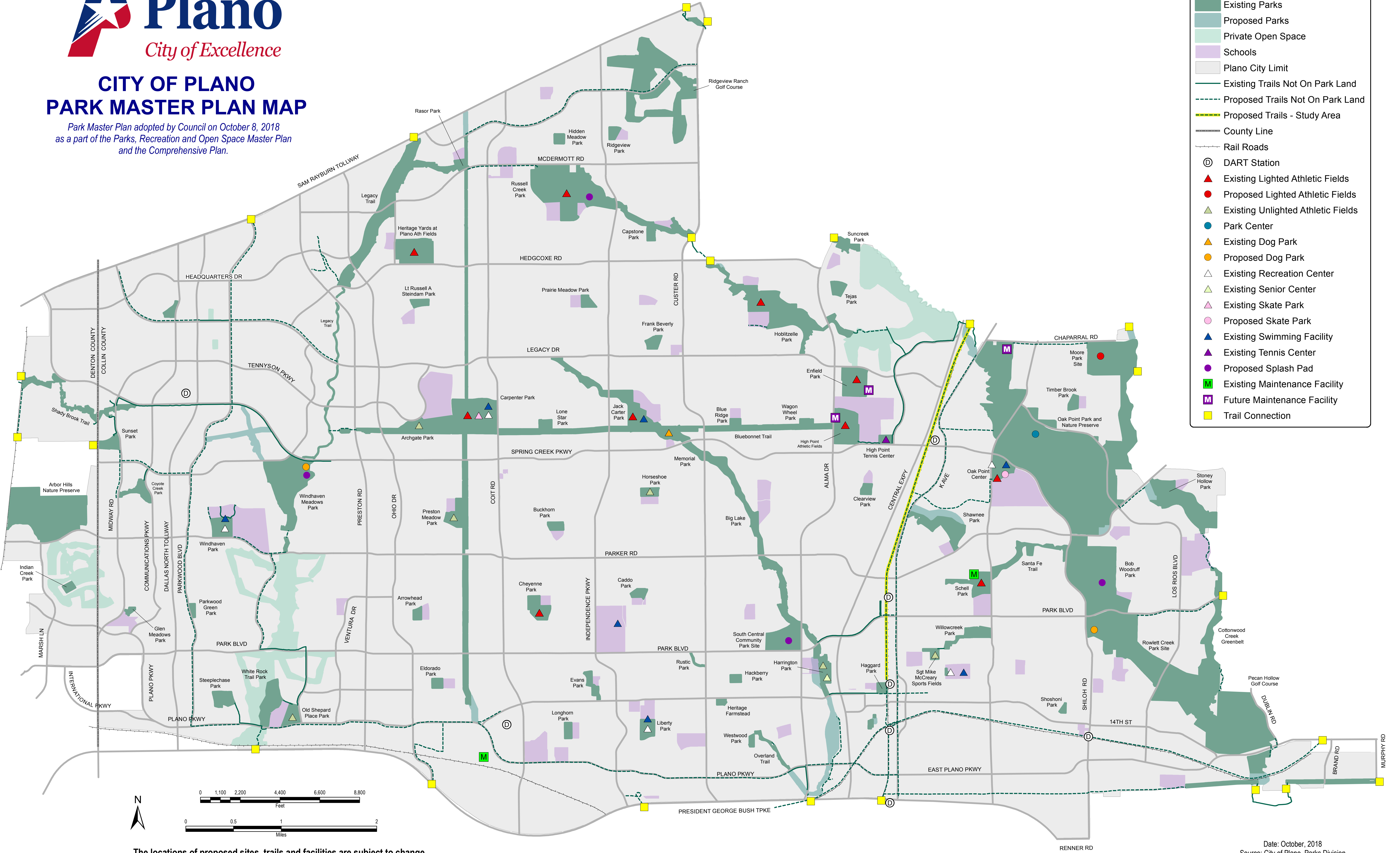






# CITY OF PLANO PARK MASTER PLAN MAP

*Park Master Plan adopted by Council on October 8, 2018  
as a part of the Parks, Recreation and Open Space Master Plan  
and the Comprehensive Plan.*



The locations of proposed sites, trails and facilities are subject to change.

- Legend**
- Existing Parks
  - Proposed Parks
  - Private Open Space
  - Schools
  - Plano City Limit
  - Existing Trails Not On Park Land
  - Proposed Trails Not On Park Land
  - Proposed Trails - Study Area
  - County Line
  - Rail Roads
  - DART Station
  - Existing Lighted Athletic Fields
  - Proposed Lighted Athletic Fields
  - Existing Unlighted Athletic Fields
  - Park Center
  - Existing Dog Park
  - Proposed Dog Park
  - Existing Recreation Center
  - Existing Senior Center
  - Existing Skate Park
  - Proposed Skate Park
  - Existing Swimming Facility
  - Existing Tennis Center
  - Proposed Splash Pad
  - Existing Maintenance Facility
  - Future Maintenance Facility
  - Trail Connection

Date: October, 2018  
Source: City of Plano, Parks Division





# CITY OF PLANO

## BICYCLE TRANSPORTATION MAP

*Bicycle Transportation Plan adopted by City Council on October 8, 2018  
as a part of the Parks, Recreation and Open Space Master Plan  
and the Comprehensive Plan.*

**Legend**

On-Street Bike Routes

Future Bikeway Accomodation Study Area

Shared Use Paths

Proposed Shared Use Paths

Proposed Shared Use Path - Study Area

Proposed Regional Bicycle Network\*

County Line

Rail Roads

Existing Parks

Schools

DART

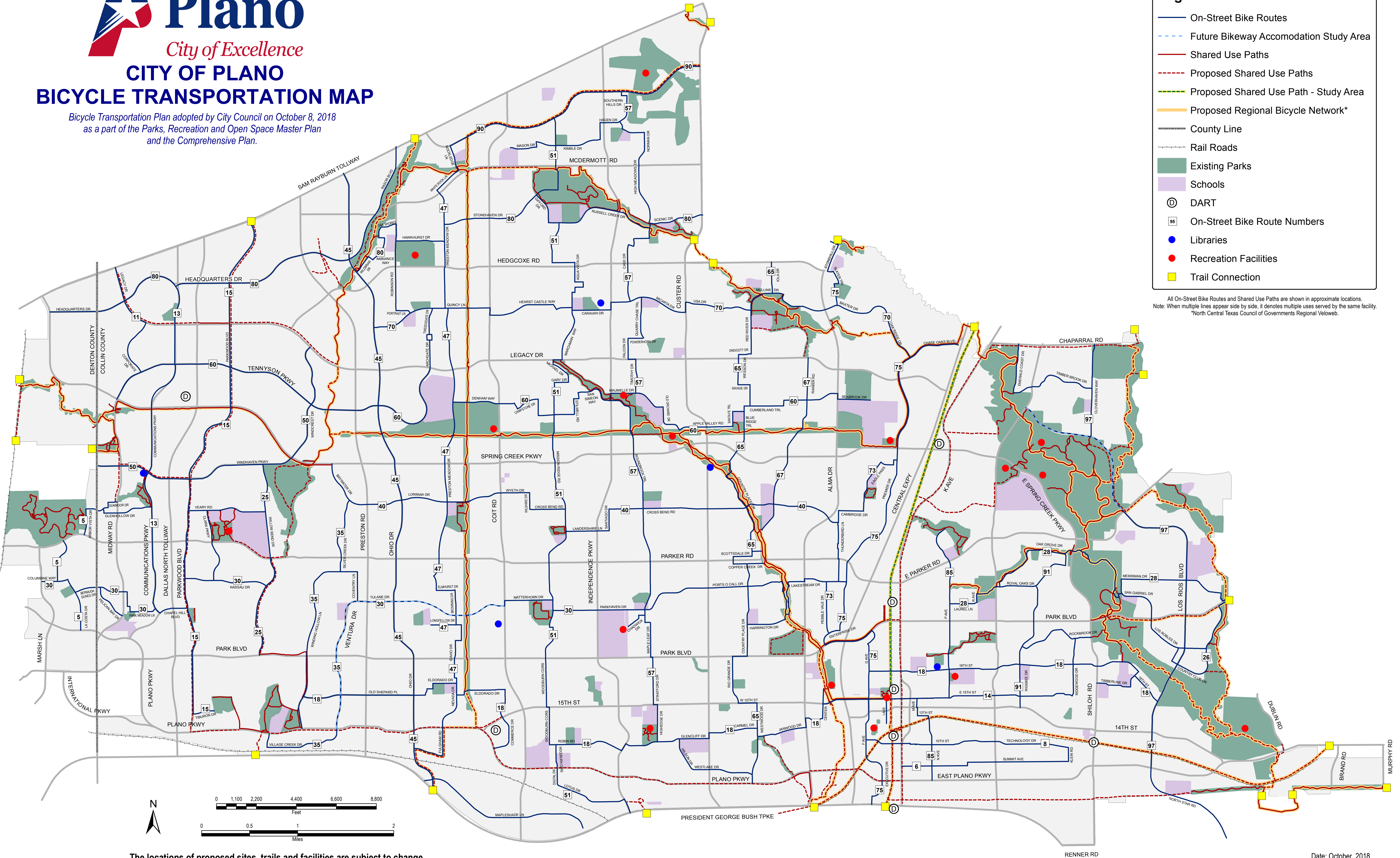
On-Street Bike Route Numbers

Libraries

Recreation Facilities

Trail Connection

All On-Street Bike Routes and Shared Use Paths are shown in approximate locations.  
Note: When multiple lines appear side by side, it denotes multiple uses served by the same facility.  
\*North Central Texas Council of Governments Regional Veloweb.



The locations of proposed sites, trails and facilities are subject to change.

Date: October, 2018  
Source: City of Plano, Parks Division