



CITY COUNCIL

1520 K Avenue, Plano, Texas 75074
Senator Florence Shapiro Council Chamber

DATE: October 22, 2018

TIME: 7:00 PM

CALL TO ORDER

INVOCATION: Sr. Pastor Sam Fenceroy - Mt. Olive Church Plano

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Girl Scout Daisy Troop 4583 - Shepard and Sigler Elementary Schools

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.

PROCLAMATIONS AND SPECIAL RECOGNITIONS

Presentation: Atmos Energy is presenting a \$2500 donation to Plano Fire-Rescue. **Presented**

Presentation: Plano has received the 2018 Bronze DFW Clean Cities Outstanding Fleet Recognition. **Presented**

Presentation: The Plano Public Works Department has received Full Re-Accreditation from the American Public Works Association. **Presented**

Presentation: Plano has received the Texas Chapter American Planning Association Planning Excellence Recognition. **Presented**

Presentation: The EPA is honoring the City of Plano as WaterSense Promotional Partner of the Year. **Presented**

Proclamation: October is National Disability Employment Awareness Month. **Presented**

CERTIFICATES OF APPRECIATION

Animal Shelter Advisory Committee

Lisa Ann Moore

Cultural Affairs Commission

Sharon Hirsch

Heritage Commission

John Brooks

Craig Perry

Library Advisory Board

Irma Landis

Allen H. Mesch

Jill Rashdi

Parks and Recreation Planning Board

Richard Horne

Photographic Traffic Signal Advisory Committee

Akram N. Syed

Planning and Zoning Commission

Tim Moore

Senior Advisory Board

Donna Bening

Ronald Silvis

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) October 8, 2018 **Approved with amendment**

Approval of Expenditures

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

- (b) RFB No. 2018-0279-C for a one (1) year contract with four (4) City optional renewals for Pet Licensing for Animal Services to PetData, Inc. in the estimated annual amount of \$55,622; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFQ No. 2018-0134-B for the Oak Point Recreation Center Outdoor Aquatic Facility Master Plan, Project No. 7034, for Parks and Recreation to Weston & Sampson Engineers, Inc. in the amount of \$108,500; and authorizing the City Manager to execute all necessary documents. **Approved**
- (d) RFB No. 2018-0558-B for the Fire Station 2 Bay Door Replacement to IWC Texas, LLC in the amount of \$124,750; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (e) To approve the purchase of Palo Alto Firewall Maintenance for a one (1) year contract for Technology Services in the amount of \$83,479 from Solid Border, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (DIR-TSO-4095) **Approved**
- (f) To approve the purchase of VISTA XLT Wearable Cameras for the Police Department in the amount of \$195,365 from WatchGuard Video through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TSO-4163) **Approved**

Approval of Change Order

- (g) To approve an increase to the current awarded contract amount of \$2,310,212 by \$59,238 for a total contract amount of \$2,369,450 for the Plano Transit Village Veloweb, Project No. 5435.4, to 2L Construction Company, LLC; and authorizing the City Manager to execute all necessary documents. (Contract No. 2017-0338-B, Change Order No. 1) **Approved**

Approval of Expenditure

- (h) To approve an expenditure for professional services for Median Improvements 2018 - Tennyson Parkway, K Avenue and Legacy Drive, Project No. 7022, in the estimated amount of \$54,800 from Kimley-Horn and Associates, Inc.; and authorizing the City Manager to execute all necessary documents. **Approved**
- (i) To approve an expenditure in the amount of \$175,000 for a grant of hotel-motel tax revenues to USA Softball DFW, Inc. for hosting the USA Softball 2019 18U and 16U Gold Nationals softball tournament; and authorizing the City Manager to execute all necessary documents. **Approved**

- (j) To approve an expenditure for engineering design related services in the amount of \$155,100 from Burgess & Niple, Inc. for Valley Creek Drive and Arborcove Drive Paving and Water Improvements - Project No. 7041; and authorizing the City Manager to execute all necessary documents. **Approved**
- (k) To approve an expenditure for engineering design related services in the amount of \$304,875 from White Hawk Engineering & Design, LLC for Screening Wall Replacement - Independence Parkway - Project No. 7028; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Contract / Agreement

- (l) To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Visual BI Solutions, Inc., a Texas corporation ("Company"), providing an economic development grant to the Company; and authorizing the City Manager to execute all necessary documents. **Approved**
- (m) To approve an Interlocal Cooperation Agreement between the City of Plano and Denton ISD for Adult Education and Literacy Services at Plano Public Library; and authorizing the City Manager to execute all necessary documents. **Approved**
- (n) To approve an Interlocal Agreement between the City of Plano and City of Frisco to jointly provide a homebuyer educational class for households attempting to purchase homes within each City's territorial jurisdiction; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the agreement; and providing an effective date. **Approved**
- (o) To approve an Interlocal Agreement between the City of Plano and City of Lewisville to jointly provide a homebuyer educational class for households attempting to purchase homes within each City's territorial jurisdiction; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the agreement; and providing an effective date. **Approved**

Adoption of Resolutions

- (p) **Resolution No. 2018-10-8(R):** To support Census Programs, Surveys, and Other Critical Preparations for Accurate Enumeration in the 2020 Census; and providing an effective date. **Adopted**
- (q) **Resolution No. 2018-10-12(R):** To approve the issuance of revenue bonds in a principal amount not to exceed \$65,000,000 to be issued by the New Hope Cultural Education Facilities Finance Corporation for a residential senior living project, to be known as the Bridgemoor Plano Apartments, located near 14th Street and Park Vista Road, in Plano; and declaring an effective date. **Adopted**
- (r) **Resolution No. 2018-10-13(R):** To adopt the 2019 Legislative Program for the City of Plano, Texas; directing the City Manager or his designee to act with regard to the City's 2019 Legislative Program; and providing an effective date. **Adopted**

Adoption of Ordinances

- (s) **Ordinance No. 2018-10-9:** 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. Comprehensive Plan Amendment 2018-001. **Adopted**
- (t) **Ordinance No. 2018-10-10:** To transfer the sum of \$175,000 from the Convention & Tourism Fund Unappropriated fund balance to the Convention & Tourism Operating Appropriation for fiscal year 2018-19 for the purpose of providing funding for the USA Softball 18U and 16U Gold National Tournament, amending the Budget of the City adopted by Ordinance No. 2018-9-9, specifically Section 1, Item "H", to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date. **Adopted**
- (u) **Ordinance No. 2018-10-11:** To amend Section 12-102 of Article V, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on certain sections of Springhurst Drive and to establish 2-hour parking zones on certain sections of Tigua Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication 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 consideration of a request to waive the fifty (50) foot maximum height requirement for the construction of a flagpole, as required by Code of Ordinances Chapter 6, Article XII, Division 6, Section 6-501(a), to allow a flagpole to exceed the fifty (50) foot height requirement by 52.5 feet for an overall height of 102.5 feet to be located at 3033 West Presidential George Bush Hwy, Plano, Texas. Applicant: Champion Partners **Conducted and approved**

- (2) **Public Hearing and adoption of Ordinance No. 2018-10-14** as requested in Zoning Case 2018-004 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 83 for Recreational Vehicle Sales and Service on 13.2 acres of land located at the northwest corner of U.S. Highway 75 and State Highway 190, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial and located within the 190 Tollway/Plano Parkway Overlay District; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Pitman Partners, LTD., North Texas Municipal Water District, and City of Plano **Conducted and adopted**
- (3) Public Hearing and consideration of an Ordinance as requested in Zoning Case 2018-019 to waive the 300-foot distance separation from arcade use to the residential zoning district, and to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 84 for Arcade on 0.1 acre located 570 feet west of Custer Road and 810 feet south of 15th Street in the City of Plano, Collin County, Texas, presently zoned Planned Development-79-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: Asian New Century Square, LLC **Conducted and denied**
- (4) Consideration of changing the name of the Senior Recreation Center, located in Harrington Park at 401 West 16th Street, Plano, Texas 75075, to Sam Johnson Recreation Center with the tag line For Adults 50+. **Approved**

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: 10/22/2018

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Presentation: Atmos Energy is presenting a \$2500 donation to Plano Fire-Rescue. **Presented**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Presentation: Plano has received the 2018 Bronze DFW Clean Cities Outstanding Fleet Recognition. **Presented**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Presentation: The Plano Public Works Department has received Full Re-Accreditation from the American Public Works Association. **Presented**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Presentation: Plano has received the Texas Chapter American Planning Association Planning Excellence Recognition. **Presented**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Presentation: The EPA is honoring the City of Plano as WaterSense Promotional Partner of the Year.
Presented

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Proclamation: October is National Disability Employment Awareness Month. **Presented**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator: Alice Snyder X7515

CAPTION

Animal Shelter Advisory Committee

Lisa Ann Moore

Cultural Affairs Commission

Sharon Hirsch

Heritage Commission

John Brooks

Craig Perry

Library Advisory Board

Irma Landis

Allen H. Mesch

Jill Rashdi

Parks and Recreation Planning Board

Richard Horne

Photographic Traffic Signal Advisory Committee

Akram N. Syed

Planning and Zoning Commission

Tim Moore

Senior Advisory Board

Donna Bening

Ronald Silvis

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator:

CAPTION

October 8, 2018 **Approved with amendment**

FINANCIAL SUMMARY

Not Applicable

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Work Session Minutes	10/16/2018	Minutes
Regular Session Minutes	10/16/2018	Minutes

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
October 8, 2018**

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor

STAFF PRESENT

Bruce Glasscock, City Manager
Mark Israelson, Senior Deputy 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 Pro Tem Kelley called the meeting to order at 5:00 p.m., Monday, October 8, 2018, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor Pro Tem Kelley 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; and to discuss Real Estate, Section 551.072; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Pro Tem Kelley reconvened the meeting back into the Preliminary Open Meeting at 6:00 p.m. in the Senator Florence Shapiro Council Chambers. Council Member Prince left the meeting at 6:02 p.m.

- **Consideration and action resulting from Executive Session discussion**
- **Personnel Appointments**
 - a) **Photographic Traffic Signal Advisory Committee**
The appointments were deferred to a future meeting.
- **Water and Sewer Rate Presentation**
- **Legislative Program Presentation**
- **Heritage Plan Presentation**
- **Census and Complete Count Committee Overview**
- **Consent and Regular Agendas**
- **Council items for discussion/action on future agendas**

With no further discussion, the Preliminary Open Meeting was adjourned at 6:37 p.m.

Ron Kelley, MAYOR PRO TEM

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
October 8, 2018**

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS ABSENT

Harry LaRosiliere, Mayor
Kayci Prince

STAFF PRESENT

Bruce Glasscock, City Manager
Mark Israelson, Senior Deputy 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 Pro Tem Kelley convened the Council into the Regular Session on Monday, October 8, 2018 at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Invocation and Pledge

Father Stephen Ingram, with Prince of Peace Catholic Community led the invocation and Tiger Scouts of Pack 200 with Christ United Methodist Church led the Pledge of Allegiance and Texas Pledge.

Oaths of Office

Mayor Pro Tem Kelley administered the oath of office to incoming board and commission members.

Comments of Public Interest

Ramsey Ellis representing Circle Ten Council Boy Scouts of America invited Council to attend the 2018 Circle Ten Xperience on November 10th.

Consent Agenda

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Smith, the Council voted 6-0, to approve all items on the Consent Agenda as follows:

Approval of Minutes

September 24, 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 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. (Consent Agenda Item “B”)

Approval of Expenditure

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. (Consent Agenda Item “C”)

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. (Consent Agenda Item “D”)

Approval of Contract / Agreement

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. (Consent Agenda Item “E”)

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. (Consent Agenda Item “F”)

Adoption of Resolutions

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. (Consent Agenda Item “G”)

Adoption of Ordinances

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. (Consent Agenda Item “H”)

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. (Consent Agenda Item “I”)

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. (Consent Agenda Item “J”)

END OF CONSENT AGENDA

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 (Regular Item 1)

Mayor Pro Tem Kelley opened the public hearing. David Cunningham, applicant, spoke to the project. No one else appeared to speak. Mayor Pro Tem Kelley closed the public hearing.

Public Hearing and adoption of Ordinance No. 2018-10-5 (Cont'd.)

MOTION: Upon a motion made by Council Member Grady and seconded by Deputy Mayor Pro Tem Miner, the Council voted 6-0, 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 standard; as requested in Zoning Case 2018-002; and further to adopt Ordinance No. 2018-10-5.

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. (Regular Item 2)

Mayor Pro Tem Kelley opened the public hearing. No one appeared to speak. Mayor Pro Tem Kelley closed the public hearing.

MOTION: Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member Smith, the Council voted 6-0, 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; as requested in Zoning Case 2018-009; and further to adopt Ordinance No. 2018-10-6.

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. (Regular Item 3)

Mayor Pro Tem Kelley opened the public hearing. Jesse Zarate, applicant, spoke to the project. No one else appeared to speak. Mayor Pro Tem Kelley closed the public hearing.

Public Hearing and adoption of Ordinance No. 2018-10-7 (Cont'd)

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Ricciardelli, the Council voted 5-1, with Council Member Harrison in opposition, 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; as requested in Zoning Case 2018-017; and further to adopt Ordinance No. 2018-10-7.

Public Hearing and consideration of the City of Plano Parks, Recreation, Trails & Open Space Master Plan, Park Master Plan Map, and Bicycle Transportation Map. (Regular Item 4)

Mayor Pro Tem Kelley opened the public hearing. Farah Gopalani, Julie Holmer, and Warren Casteel spoke in support of the plan. Charles Hogge, J. Paige Scott, Henry Guttormson, and Collen Epstein spoke in opposition of the plan. Mayor Pro Tem Kelley closed the public hearing. In addition to the speakers, individuals registered opinions as follows: 14 in support, 2 in opposition.

Council took a brief recess at 8:30 p.m. and reconvened at 8:40 p.m.

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Smith, the Council voted 5-1, with Council Member Harrison in opposition, to approve the City of Plano Parks, Recreation, Trails & Open Space Master Plan, Park Master Plan Map, and Bicycle Transportation Map removing the Overland Trail north of Plano Parkway.

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. (Regular Item 5)

Mayor Pro Tem Kelley opened the public hearing. No one appeared to speak. Mayor Pro Tem Kelley closed the public hearing.

Public Hearing and consideration of an Ordinance (Cont'd.)

MOTION: Upon a motion made by Council Member Grady and seconded by Deputy Mayor Pro Tem Miner, the Council voted 5-1, with Council Member Harrison abstaining, to approve 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 removing the Overland Trail north of Plano Parkway with the ordinance being brought back to the next meeting for approval.

With no further discussion, the Regular City Council Meeting adjourned at 9:33p.m.

Ron Kelley, MAYOR PRO TEM

ATTEST:

Lisa C. Henderson, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Animal Services

Department Head: Jamey Cantrell

Agenda Coordinator: Nancy Corwin X7137

CAPTION

RFB No. 2018-0279-C for a one (1) year contract with four (4) City optional renewals for Pet Licensing for Animal Services to PetData, Inc. in the estimated annual amount of \$55,622; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2018-19 thru 2023-24	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	41,717	236,393	278,110
Encumbered/Expended Amount		0	0	0	0
This Item		0	-41,717	-236,393	-278,110
BALANCE		0	0	0	0

FUND(S): GENERAL FUND

COMMENTS: Funding for this item is included in the approved FY 2018-19 Budget. The estimated amount to be spent in FY 2018-19 is \$41,717. The total estimate future amount to be spent is \$236,393 (FY 2019-20 \$55,622, FY 2020-21 \$55,622, FY 2021-22 \$55,622, FY 2022-23 \$55,622 and FY 2023-24 \$13,905). This agreement approves a one-year contract with (4) optional one-year renewals for an estimated total amount of \$278,110.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	10/4/2018	Memo
Bid Recap	10/4/2018	Bid Recap

Date: August 24, 2018
To: Diane Palmer-Boeck, Director of Procurement and Project Management
From: Jamey Cantrell, Director of Animal Services
Subject: Pet Registration Program Contract

Based on the bid evaluation for 2018-279-C – Pet Licensing, the Animal Services' Department has reviewed the bids and recommends the bid be awarded to PetData, Inc.

Impact of not awarding this contract will leave two options:

1. The city can alter the current ordinances to no longer require pets to be registered which will result in a loss of approximately \$120,500 in annual revenue.
2. The city can internalize the process which will require the addition of at least 1.5 FTE to process registrations in-house. Additional labor costs would be a minimum of approximately \$103,000 due to salary and benefits.

The contract term will be from January 1, 2019 through December 31, 2019 with four (4) City optional one (1) year renewals. The estimated annual expenditure will vary based upon the number of registrations sold each year during the initial and subsequent contract periods but is expected to be approximately \$55,622.

CITY OF PLANO
SOLICITATION NO. 2018-0279-C
RFB FOR ANIMAL LICENSING
BID RECAP

Number of Vendors Contacted: 812

Vendors Submitting "No Bids": 0

Bids Deemed Non-responsive: 1

Number of Responsive Bids Submitted: 1

PetData, Inc.

\$55,622.00

Recommended Vendor(s):

PetData, Inc.

\$55,622.00

Nancy Corwin

Nancy Corwin, Buyer

May 9, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Cynthia Hogue

CAPTION

RFQ No. 2018-0134-B for the Oak Point Recreation Center Outdoor Aquatic Facility Master Plan, Project No. 7034, for Parks and Recreation to Weston & Sampson Engineers, Inc. in the amount of \$108,500; 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	0	900,000	9,100,000	10,000,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-108,500	0	-108,500
Balance	0	791,500	9,100,000	9,891,500

FUND(S): Recreation Center Facilities CIP

COMMENTS: Funding for this item is available in the 2018-19 Recreation Center Facilities CIP. Professional services for the Oak Point Recreation Center Aquatic Facility Master Plan, in the amount of \$108,500, will leave an available current year balance of \$791,500 for future project expenses.

SUMMARY OF ITEM

This project is for the master plan and conceptual design of a new outdoor aquatic facility at Oak Point Recreation Center. The design scope of the project is for a family friendly aquatic facility that is unique, does not compete with other city aquatic facilities, creates additional revenue, attracts users of all ages, and makes the most efficient use of staff.

A Request for Qualifications was issued and responses were received from 15 vendors. A committee from the Parks and Recreation Department used the criteria below to evaluate the written proposals. Upon completion of the evaluation, four vendors were selected to make formal presentations. The committee used the same criteria to rank the vendors based upon their written proposals and formal presentations. Once ranked, staff entered into negotiations with the top ranked vendor, Weston & Sampson Engineers, Inc.

- | | |
|--|-----|
| 1. Design Team's Experience with Similar Project | 50% |
| 2. Design Project Manager's Experience with Similar Projects | 35% |
| 3. Design Firm's Experience with Similar Projects | 15% |

It is the recommendation of the Parks and Recreation Department to award RFQ No. 2018-0134-B to Weston & Sampson Engineers, Inc. as the top ranked vendor based upon the criteria above for master planning and conceptual design services in the amount of \$108,500.

This project was approved by the voters as a part of the 2017 Bond election. Funding for the master plan, conceptual design and construction document development was approved in 18-19 budget. If this RFQ is not awarded, the project will not proceed.

Strategic Plan Goal:

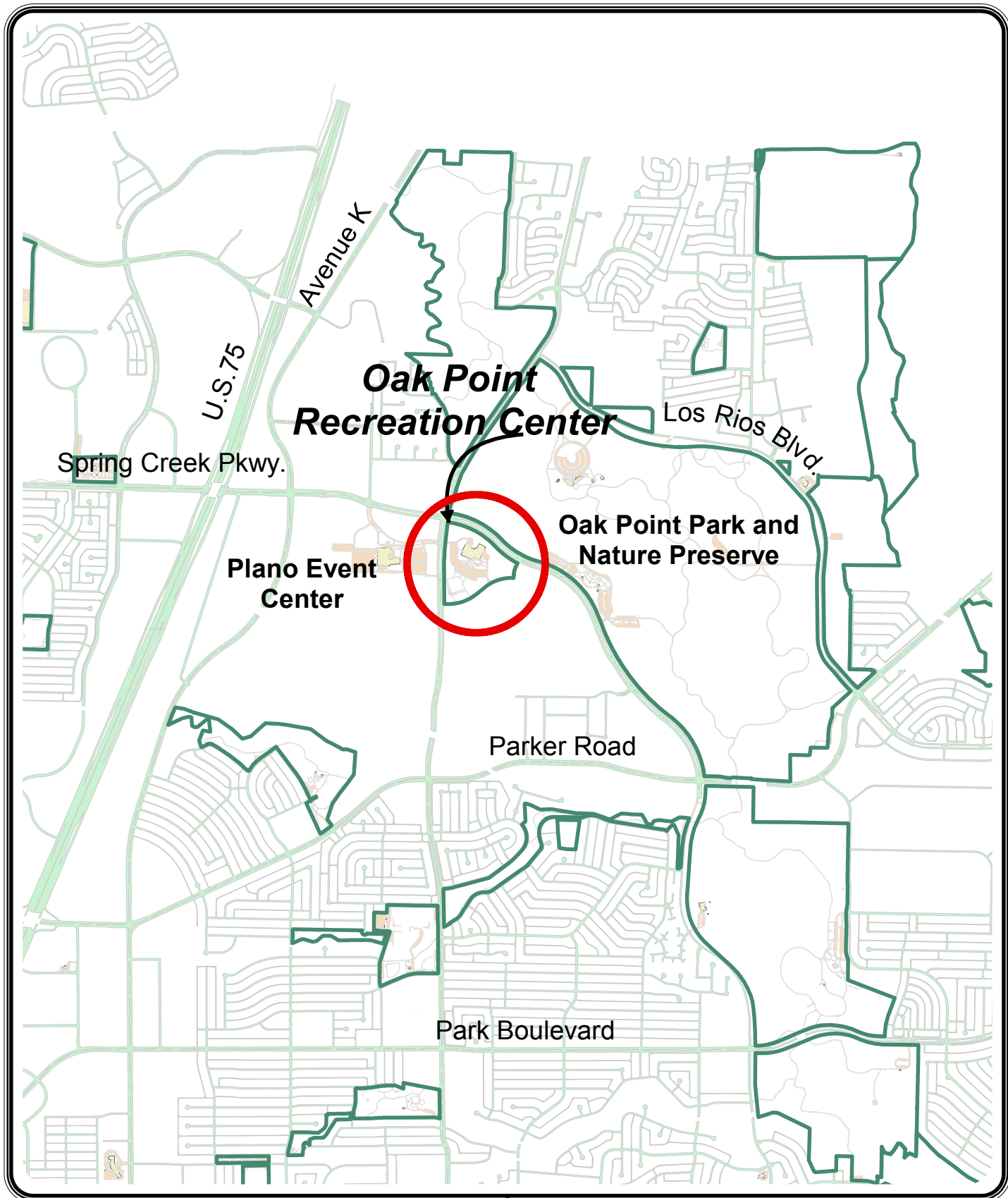
Great Neighborhoods - 1st Choice to Live, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	10/3/2018	Map
Bid Recap	10/11/2018	Bid Recap



Oak Point Recreation Center Outdoor Aquatic Facility Master Plan

Project No. 7034

Page 30



Parks & Recreation Department
Park Planning

CITY OF PLANO

**RFQ No. 2018-0134-B
Oak Point Recreation Center Outdoor Aquatic Facility Master Plan**

RFQ RECAP

RFQ opening Date/Time: April 11, 2018 / 2:00 P.M.

Number of Vendors Notified: 14,236

Vendors Submitting "No Bids": 0

Qualification Statements Deemed Non-Responsive to Specifications: 0

Number of Qualification Statements Submitted: 15

Aqua Design International
Aquatic Design & Engineering
Aqueous Engineering
Brandstetter Carroll, Inc.
Brinkley Sargent Wiginton Architects
Cloward H2O, LLC
Kimley-Horn and Associates, Inc.
LPA, Inc.
Mesa
Ramaker Associates, Inc.
Runa Workshop
The C.T. Brannon Corporation
Water Technology, Inc. (WTI)
Weston & Sampson Engineers, Inc.
Williams Architects/Aquatics

Recommended Vendor(s):

Weston & Sampson Engineers, Inc.	\$108,500
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Cynthia Hogue

Contract Administrator

October 5, 2018



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

RFB No. 2018-0558-B for the Fire Station 2 Bay Door Replacement to IWC Texas, LLC in the amount of \$124,750; 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	43,104	144,111	0	187,215
Encumbered/Expended Amount	-43,104	-9,125	0	-52,229
This Item	0	-124,750	0	-124,750
Balance	0	10,236	0	10,236

FUND(S): Capital Maintenance Fund

COMMENTS: Funding for this item is available in the 2018-19 Capital Maintenance Fund budget. Replacement of the bay door at Fire Station #2, in the amount of \$124,750, will leave a current year balance of \$10,236 available for this or other future facility projects.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	10/11/2018	Memo
Bid Recap	10/11/2018	Bid Recap

Date: September 28, 2018

To: Bruce D. Glasscock
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Fire Station #2 Bay Door Replacement – Bid #2018-0558-B

I have reviewed the bid submitted for the bay door replacement at Fire Station #2. I recommend award to the lowest responsive responsible bid submitted from IWC Texas, LLC for the amount of \$124,750 which meets bid specification. There were no additional bids submitted.

The existing bay door is twenty-five (25) years old, is at the projected end of its life expectancy and has deteriorated such that replacement is necessary to protect the contents inside the building from weather conditions.

The funding for the project is in the Capital Maintenance Fund account #54420.

Please let me know if you have any questions.

/md

cc: Chris Vike
Jim Razinha
Matt Yager
Michael Parrish

CITY OF PLANO

RFB No. 2018-0558-B

Re-Bid: Fire Station 2 Bay Door Replacement

Bid Recap

Bid Opening Date/Time: September 20, 2018, at 2:00 PM

Number of Vendors Notified: 2,185

Vendors Submitting “No Bids”: 0

Number of Bids Submitted: 1

VENDOR NAME

IWC Texas, LLC

TOTAL BID

\$124,750.00

RECOMMENDED VENDOR

IWC Texas, LLC

TOTAL BID

\$124,750.00

Michael Parrish

Michael Parrish, Senior Buyer

October 3, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Tonya Bee

CAPTION

To approve the purchase of Palo Alto Firewall Maintenance for a one (1) year contract for Technology Services in the amount of \$83,479 from Solid Border, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (DIR-TSO-4095) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	3,550,000	0	3,550,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-83,479	0	-83,479
Balance	0	3,466,521	0	3,466,521

FUND(S): Technology Services Fund

COMMENTS: Funding for this item is available in the 2018-19 Technology Services Fund Budget. The annual maintenance for the Palo Alto Firewall software and hardware, in the amount of \$83,479, will leave a current year balance of \$3,466,521 for additional support and maintenance expenditures for Technology Services.

SUMMARY OF ITEM

The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR-TSO-4095 and City of Plano Contract No.2019-0043-O)

See Recommendation Memo

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	10/11/2018	Memo
Cooperative Quote Recap	10/11/2018	Cooperative Quote Recap

Date: Wednesday, October 10, 2018

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

From: Chris Chiancone, Chief Information Officer
Chris Edwards, Enterprise Architect

Subject: Palo Alto Firewall Maintenance

Technology Services recommends the award of the City's Palo Alto Firewall Maintenance for 2018-2019 to Solid Border, Inc. in the amount of \$83,479.00 on DIR Contract #DIR-TSO-4095.

The City's firewall maintenance covers all of the City's physical firewall hardware and their related subscription services for threat prevention, URL filtering, GlobalProtect VPN, and WildFire cloud-based threat analysis services. These firewalls and their software subscriptions provide a critical layer of the City's defense in depth strategy for protecting critical assets within the City's network such as Police, Fire, 911, Water & Sewer, and other critical areas application servers and users.

If not awarded, the City would be at a high risk of cyber-attack and lose several functionalities of the City's firewalls utilized to provide services today.

CITY OF PLANO
Bid No. 2019-0043-O
Palo Alto Firewall Maintenance

Cooperative Quote Recap

Bid Opening Date/Time: October 11, 2018 @ 3:00 PM (CST)

Number of Vendors Notified: 5

Vendors Submitting "No Bids": 1

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 1

Vendor:

Palo Alto Firewall Maintenance from
Solid Border, Inc. via DIR Contract No. DIR-TSO-4095

Total Bid

\$83,479.00

Recommended Vendor:

Solid Border, Inc.

\$83,479.00

Angie Morales

Angie Morales, Buyer II

October 11, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of VISTA XLT Wearable Cameras for the Police Department in the amount of \$195,365 from WatchGuard Video through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TSO-4163) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: FY 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	719,214	0	719,214
Encumbered/Expended Amount	0	0	0	0
This Item	0	-195,365	0	-195,365
Balance	0	523,849	0	523,849

FUND(S): Criminal Investigation Fund

COMMENTS: This item approves the purchase of 120 body worn cameras with all necessary peripherals and associated software licensing costs. The total estimated amount to be spent is \$195,365. The remaining balance of these funds will be used for other items aligned with PPD's current operations.

SUMMARY OF ITEM

The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Texas Department of Information Resources Contract No. DIR-TSO-

4163 / City of Plano Internal Contract No. 2018-0493-O)
See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City


Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	10/10/2018	Memo
Cooperative Quote Recap	10/10/2018	Cooperative Quote Recap

Date: October 1, 2018

To: Mark Israelson, Senior Deputy City Manager

From: Gregory W. Rushin, Chief of Police, Plano Police Department 

Subject: WatchGuard Video VISTA XLT Wearable Cameras for the Police Department

In late 2017, the Police Department purchased 300 wearable cameras from WatchGuard Video. This quantity met our initial objective, which was to outfit every first responder with a camera. We are now seeking procurement of an additional 120 cameras, so they may be issued to all remaining sworn personnel. By doing so, we can ensure that all investigative contacts are recorded, including those made by officers in specialized assignments who occasionally work extra-duty jobs while in uniform.

At the time of the original implementation, WatchGuard Video was not yet offering a Wi-Fi enabled camera that had sufficient battery runtime to accommodate the 12-hour shifts in patrol, so the 1st generation Vista™ was chosen. Since then, they have released the Vista XLT™, which includes Wi-Fi capability and a host of other valuable features intended to enhance operational efficiency. We have therefore opted to acquire the new Vista™ model now that it is available. The Vista XLT™ was confirmed as available through a Texas Department of Information Resources (DIR) Cooperative Agreement which represents the best value for the City. The total expense for 120 cameras with a 3-year no-fault warranty, software licensing, and all necessary peripherals will be \$195,364.50 using Contract DIR-TSO-4163

Wearable cameras have become essential law enforcement tools that are now standard issue equipment for Police Officers throughout the country. Failure to procure these additional devices will likely result in a negative impact on our Officers' ability to provide outstanding police services to the citizens of Plano. Furthermore, selection of a model other than the WatchGuard Video Vista XLT™ will require the installation and utilization of an additional application and/or program interface, resulting in auxiliary costs and unnecessary internal resource demands.

CITY OF PLANO
SOLICITATION NO. 2018-0493-O
BODY WORN CAMERAS
COOPERATIVE QUOTE RECAP

Number of Vendors Contacted: 1

Vendors Submitting "No Bids": 0

Quotes Deemed Non-responsive: 0

Number of Responsive Quotes Received: 1

120 VISTA XLT 2-Piece Body Cameras and Accessories from WatchGuard Video via DIR Contract No. DIR-TSO-4163	\$195,364.50
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Recommended Vendor:

WatchGuard Video	\$195,364.50
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

September 10, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

To approve an increase to the current awarded contract amount of \$2,310,212 by \$59,238 for a total contract amount of \$2,369,450 for the Plano Transit Village Veloweb, Project No. 5435.4, to 2L Construction Company, LLC; and authorizing the City Manager to execute all necessary documents. (Contract No. 2017-0338-B, Change Order No. 1) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	36,933	2,625,261	0	2,662,194
Encumbered/Expended Amount	-36,933	-2,517,479	0	-2,554,412
This Item	0	-59,238	0	-59,238
Balance	0	48,544	0	48,544

FUND(S): Park Improvements CIP

COMMENTS: Funding for this item is available in the 2018-19 Park Improvements CIP. The first change order to the Plano Transit Veloweb construction contract, in the amount of \$59,238, will leave a balance of \$48,544 available for future project expenditures.

SUMMARY OF ITEM

This change order is to allow for escalation costs in accordance with the contract terms, for steel items affected by tariffs due to unforeseen market changes in addition to tariffs for Rail, Chain Link Fencing, and Stock-Length and Fabricated Rebar used throughout the concrete trail in the project.

Parks and Recreation staff recommend approval of Change Order No. 1 to 2L Construction, LLC. The total contract amount will be \$2,369,450.30, which is a 2.56% increase over the original amount of \$2,310,212.

This project is partially funded by a \$1,350,128 grant through the Texas Department of Transportation (TxDOT). Price escalation has occurred since the bids for the project were opened in August 2017. The project was awarded at council in December of 2017 after TxDOT review and approval. The contractor executed the contracts with the city and then executed a required construction contract with DART because the project is located within the DART right of way. The DART contracts were executed in April 2018, and a notice to proceed date was issued in June. TxDOT has reviewed the change order request and has concurred with it.

If this change order is not approved by Council, the issue will be unresolved, and the project will not proceed.

Strategic Plan Goal:

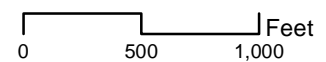
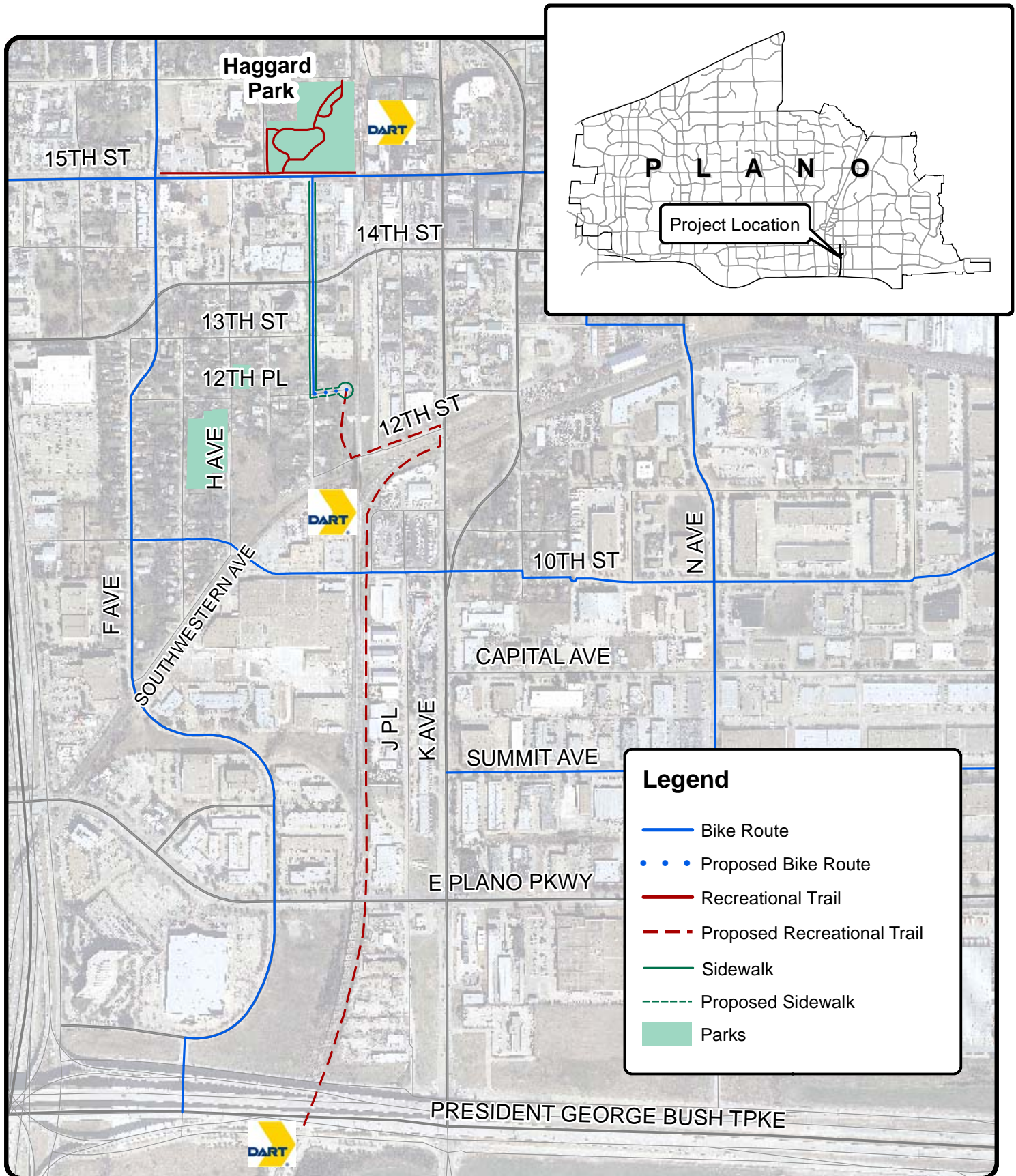
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Built Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Location Map	10/5/2018	Map





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Cynthia Hogue

CAPTION

To approve an expenditure for professional services for Median Improvements 2018 - Tennyson Parkway, K Avenue and Legacy Drive, Project No. 7022, in the estimated amount of \$54,800 from Kimley-Horn and Associates, Inc.; 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	177,758	722,242	475,000	1,375,000
Encumbered/Expended Amount	-177,758	-186,563	0	-364,321
This Item	0	-54,800	0	-54,800
Balance	0	480,879	475,000	955,879

FUND(S): Capital Maintenance Fund & Street Improvements CIP

COMMENTS: Funding for this item is available in the 2018-19 Capital Maintenance Fund Budget and Street Improvements CIP. This professional services agreement for the Median Improvements 2018 project, in the amount of \$54,800, will leave a current year balance of \$480,879 available for future expenditures related to median renovations and landscaping.

SUMMARY OF ITEM

The Parks and Recreation Department recommends approval of an expenditure in the amount of \$54,800 for professional services from Kimley-Horn and Associates, Inc., for Median Improvements 2018 - Tennyson Parkway, K Avenue and Legacy Drive, Project No. 7022. Trees in the median have a limited life

cycle due to the harsh growing conditions within the roadways and most must be replaced approximately every 30 years for health and safety reasons.

This project includes new tree plantings in the medians of Tennyson Parkway between Corporate Drive and Communications Drive. The project is also for the renovation of the medians of Legacy Drive between Alma Road and US 75 and Avenue K between Spring Creek Parkway and Parker Road. The work includes the demolition of existing poorly performing trees and turf, tree replacement, tree irrigation renovation, and conversion of poor turf areas to wood chip mulched beds.

Kimley-Horn was selected based on their Statement of Qualifications submission for RFQ No. 2017-0281-X. The contract fee is \$54,800 which includes site inventory, data collection, construction documents, technical specifications, and bid phase and construction phase services. This project will include an erosion control plan, small site SWPPP narrative, landscape plans, irrigation plans, site specific traffic control plans and electrical plans. The fee is 15% of the total estimated construction budget of \$350,000. The total fee is typical for a project of this size and scope for landscape improvements in the median.

The benefit of this project includes newly planted trees, the elimination of poorly performing trees, tree irrigation improvements and reduced maintenance challenges by replacing bare turf areas with wood chip mulch. Two of the three projects were originated by citizen requests for new trees in the medians. If the expenditure is not approved, we will continue to remove unhealthy trees as needed, but will not be able to replace them.

Strategic Plan Goal:

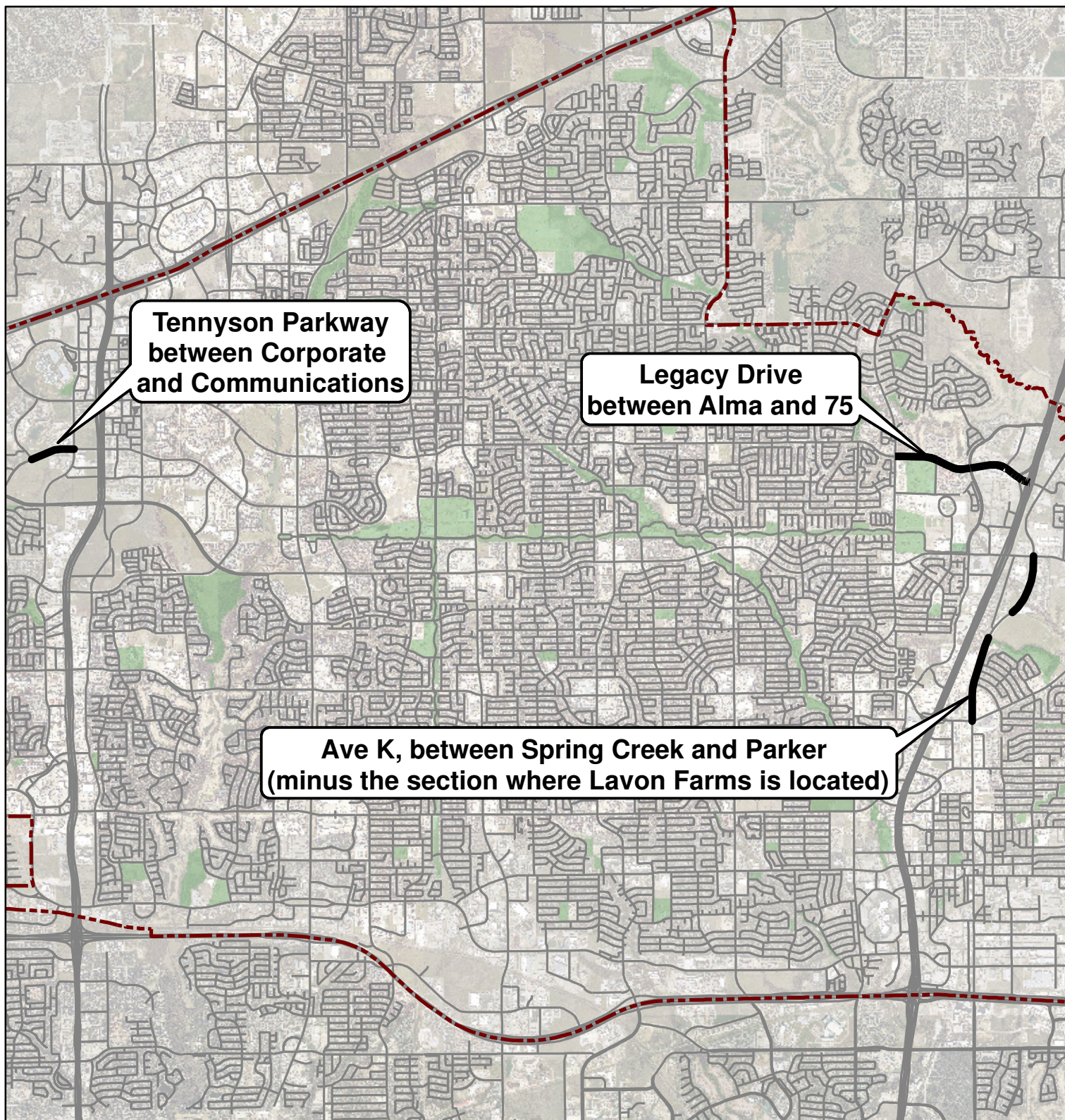
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	8/16/2018	Map



0 0.5 1
Miles



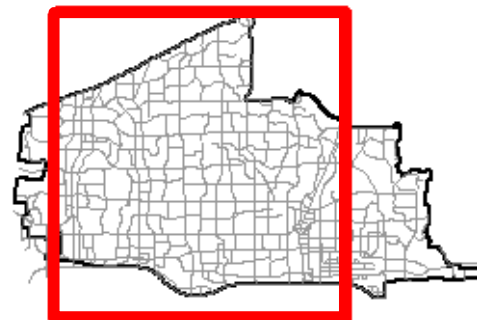
City of Plano Park Planning Division
8/9/2018

Landscape Architect Professional Services Agreement Median Improvements 2018

Project Number: 7022

Page 49

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: CVB

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

To approve an expenditure in the amount of \$175,000 for a grant of hotel-motel tax revenues to USA Softball DFW, Inc. for hosting the USA Softball 2019 18U and 16U Gold Nationals softball tournament; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	175,000	0	175,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-175,000	0	-175,000
Balance	0	0	0	0

FUND(S): Convention & Tourism

COMMENTS:

This item funds a grant for USA Softball DFW 2019 Girls' 16-Under & 18-Under Gold National Softball Tournament. The estimated amount to be spent in FY 2018-19 for this year only is \$175,000 and \$3.8 million dollars in economic impact for the City of Plano and surrounding areas is estimated for this event.

This item is contingent upon approval of a companion supplemental appropriation item appropriating funding for the event.

SUMMARY OF ITEM

See recommendation memo.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Social Environment, Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	10/5/2018	Memo

Date: October 2, 2018

To: Diane Palmer-Beck, Director of Procurement and Project Management
Robin Reeves, Director of Parks and Recreation

From: Mark Thompson, Director Visit Plano

Subject: Grant Agreement for USA Softball 2019 16U and 18U Gold Nationals Championship

This agenda item is for approval of an expenditure of \$175,000 for a grant of hotel-motel tax revenues to USA Softball DFW, Inc. to host the 2019 USA Softball Girls' 16-Under and 18-Under Gold National Softball Tournament.

USA Softball DFW and the City of Plano hosted these same events in 2018 and because of the overwhelming number of positive reviews regarding the hospitality, playing facilities, housing, and general tournament operations we have been asked to once again host the events in 2019. These tournaments are considered two of the most prominent tournaments in Junior Olympic (JO) Championship Play and are scheduled to take place July 28 - August 3, 2019.

In 2018 these tournaments had an estimated attendance of over 19,500 people which included 70 teams and 100 umpires/staff traveling from all over the United States. The weeklong event generated over 2,600 trackable hotel room nights and had an estimated economic impact of 3.8 million dollars on Plano. Due to the great success of last year's event it is anticipated that the 2019 event will be even larger.

Since the event was awarded after the budget process was complete, funding was not included in our 2018-19 budget. Therefore, we are asking for a supplemental appropriation of \$175,000 from the Convention and Tourism Fund to cover the cost of hosting this tournament in 2019. A separate agenda item is being submitted for the supplemental appropriation.

The event this year is expected to bring approximately 84 teams staying six (6) nights in local hotels generating over 500 room stays for each day of the tournaments. The estimated economic impact, based on information from last year's event, is expected to be at least 3.8 million dollars on Plano and the surrounding area benefiting hotels, restaurants, retail establishments, gas stations, car rental agencies, caterers, movie theaters and other area attractions.

These 84 teams will bring about 3,142 attendees per day for the 6 days of the tournament broken down as follows.

- 84 teams
- 84 teams with 20 members per team (includes 2 coaches) = 1,680
- Plus a fan/family match of .75 per player = 1,260
- Staff of 60 umpires
- USA staff and field staff 30
- Vendors 12
- College coaches/scouts 100

For Plano to host this event, we are asking to provide a grant of \$175,000 from the Convention and Tourism fund (046) to USA Softball DFW, Inc. These funds will be used for the operations and management of this tournament. This event will generate revenues for the City, and no general fund dollars will be used.

With zero impact on the general fund, we believe this event is a win for the City of Plano and the area businesses benefiting from this large event. In particular, it would be a shot in the arm for our hotels because July tends to be one of their slower months. On the other hand, if this grant is not approved, Plano misses the opportunity to host this large sporting event, and as a destination city, we will miss out on the 3.8 million dollar economic impact. This event is the type of event Convention and Tourism Fund dollars are intended to support.

**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 10/22/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Libby McCabe

CAPTION

To approve an expenditure for engineering design related services in the amount of \$155,100 from Burgess & Niple, Inc. for Valley Creek Drive and Arborcove Drive Paving and Water Improvements - Project No. 7041; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2018-19 & 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	200,000	1,300,000	1,500,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-117,000	-38,100	-155,100
BALANCE		0	83,000	1,261,900	1,344,900

FUND(S): Street Improvements CIP, Water CIP

COMMENTS: Funding for this item is available in the 2018-19 Street Improvements CIP, with future project funding planned for future years in the Street Improvements CIP and Water CIP. Engineering design services for the Valley Creek Drive and Arborcove Drive Paving & Water Improvements project, in the amount of \$155,100, will leave a project balance of \$1,344,900 available for future project expenditures.

SUMMARY OF ITEM

The Engineering Department recommends approval of an expenditure in the amount of \$155,100 for professional design services from Burgess & Niple, Inc. for the Valley Creek Drive and Arborcove Drive Paving and Water Improvements - Project No. 7041. This project includes design, bidding and construction related engineering services for the full width street replacement and sidewalks of Valley

Creek Drive from Glenclyff Drive to end; and Arborcove Drive from Valley Creek Drive to end of cul-de-sac. In addition to the pavement replacement, the water line will be replaced in Valley Creek Drive. The total expenditure is for \$155,100.

Burgess & Niple, Inc. was deemed most qualified based on their Statement of Qualifications submission for RFQ No. 2017-0284-X.

The benefit of this project includes updating the existing water line to current standards and constructing the pavement and sidewalk to repair the multiple failures of the pavement.

Not approving the expenditure would result in continued deterioration of the pavement and sidewalks having a negative impact on the quality of life for the neighborhood.

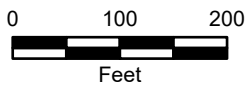
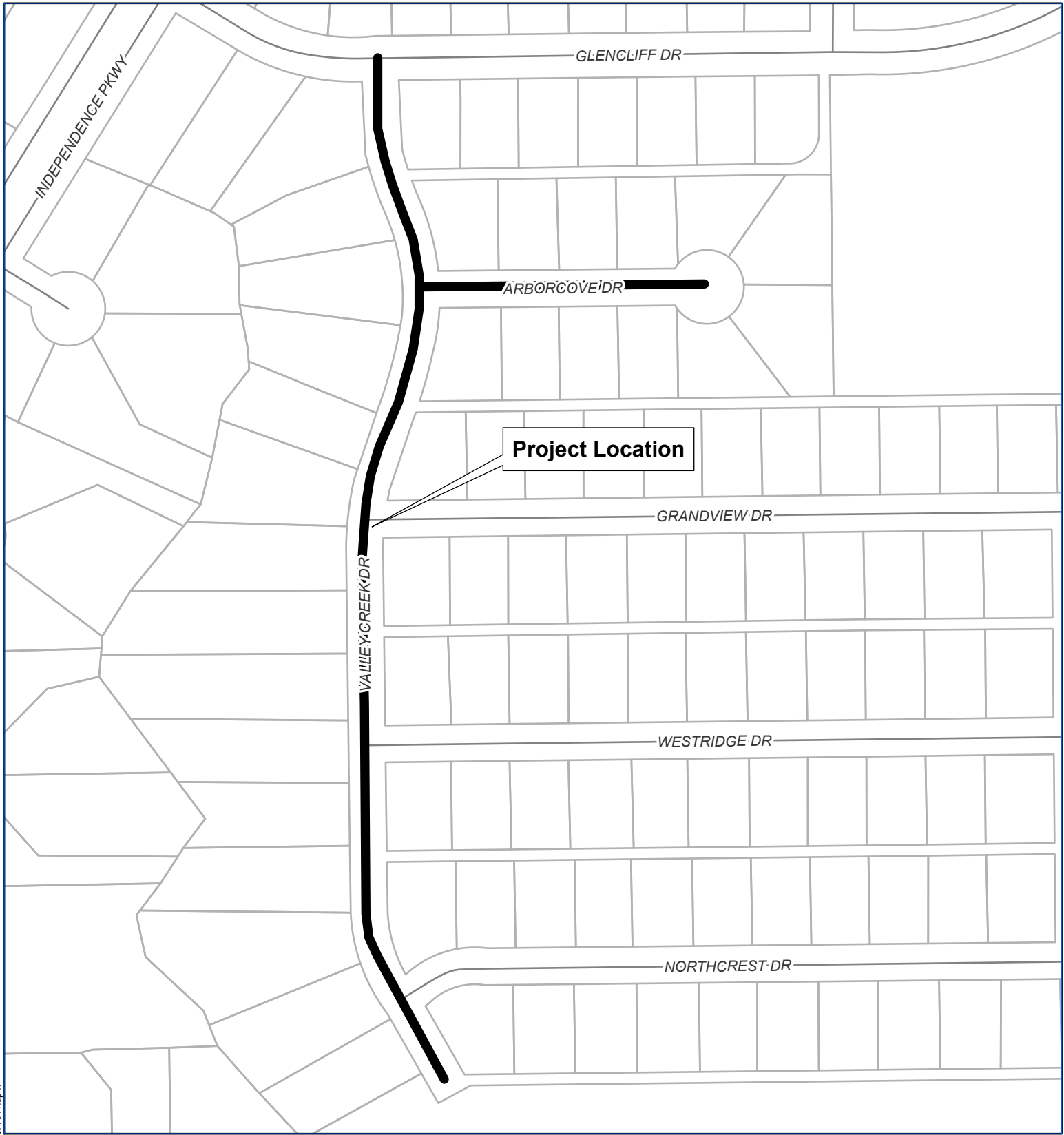
Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

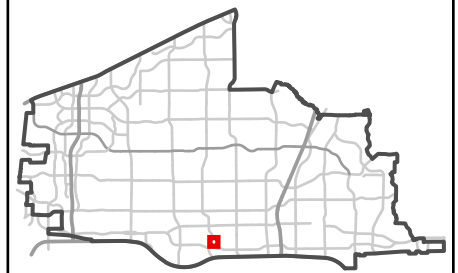
ATTACHMENTS:		
Description	Upload Date	Type
Map	10/5/2018	Map



VALLEY CREEK DRIVE AND ARBORCOVE DRIVE PAVING AND WATER IMPROVEMENTS

PROJECT NO. 7041

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Libby McCabe

CAPTION

To approve an expenditure for engineering design related services in the amount of \$304,875 from White Hawk Engineering & Design, LLC for Screening Wall Replacement - Independence Parkway - Project No. 7028; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2018-19 & 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	250,000	2,300,000	2,550,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-230,000	-74,875	-304,875
BALANCE		0	20,000	2,225,125	2,245,125

FUND(S): Street Improvements CIP

COMMENTS: Funding for this item is available in the 2018-19 Street Improvements CIP and is planned for future years. Engineering design services for the Screening Wall Replacement - Independence Parkway project, in the total amount of \$304,875, will leave a project balance of \$2,245,125 available for future project expenditures.

SUMMARY OF ITEM

The Engineering Department recommends approval of an expenditure in the amount of \$304,875 for professional design services from White Hawk Engineering & Design, LLC for the Screening Wall Replacement - Independence Parkway - Project No. 7028. This project includes design, bidding and construction administration services for the reconstruction of approximately 5,300 linear feet of existing

masonry screening walls along the east side and west side of Independence Parkway. The total expenditure is for \$304,875.

White Hawk Engineering & Design, LLC was deemed most qualified based on their Statement of Qualifications submission for RFQ No. 2017-0284-X.

The benefit of this project includes replacing existing screening walls that are distressed. The project also includes proposed sidewalks and ramps that meet ADA criteria and alley pavement repair as needed.

Not approving the expenditure would result in further disrepair of the existing screening walls, causing increased maintenance costs and a reduced quality of life for residents living along Independence Parkway.

Strategic Plan Goal:

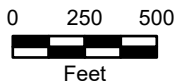
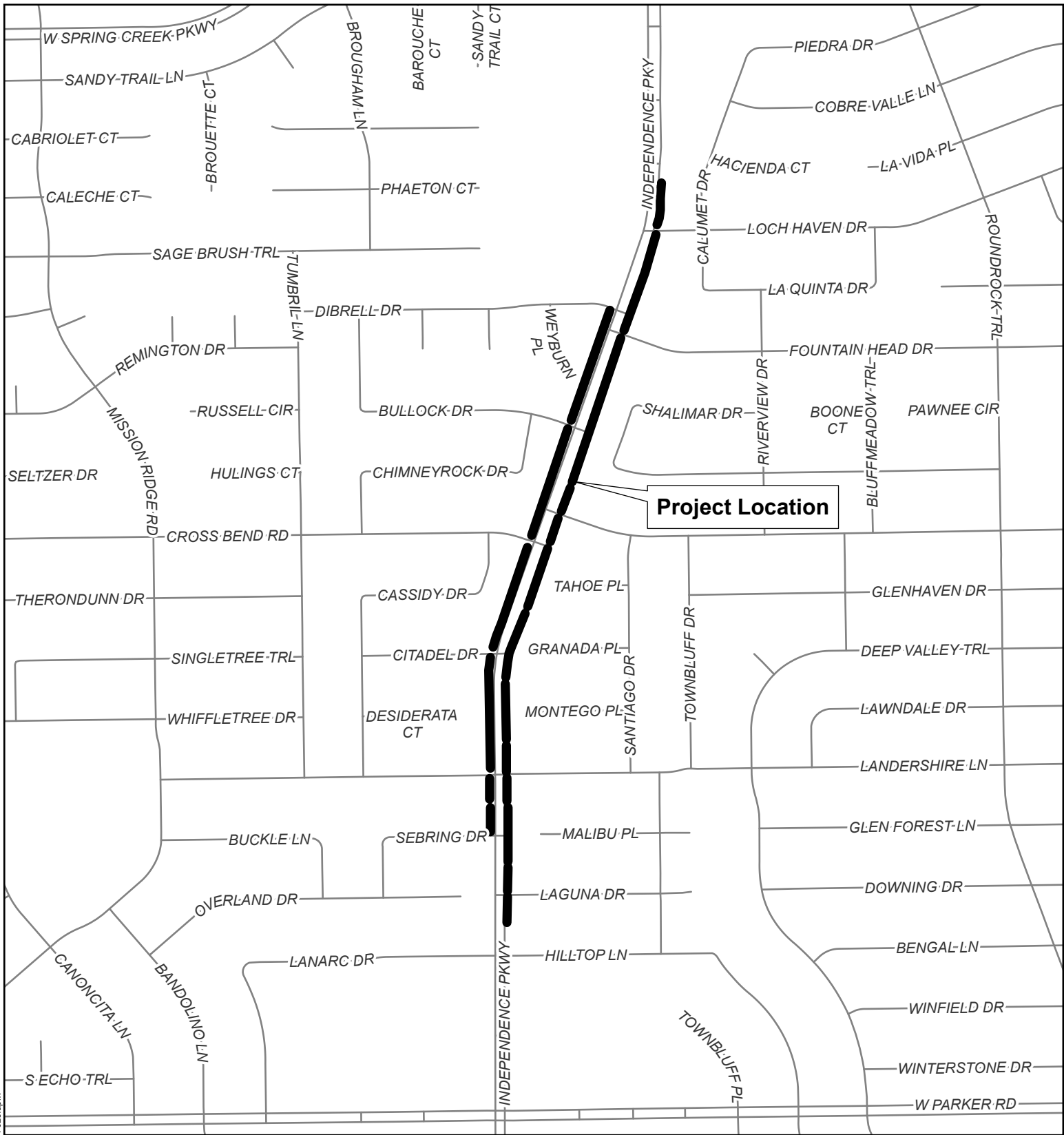
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

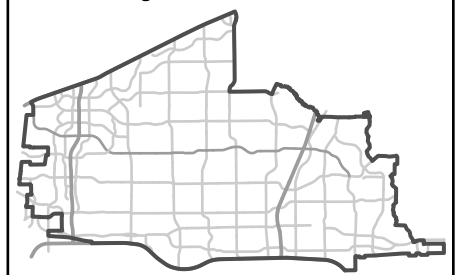
Description	Upload Date	Type
Map	10/5/2018	Map



SCREENING WALL REPLACEMENT INDEPENDENCE PARKWAY

PROJECT No. 7028

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Eco Dev

Department Head: Sally Bane

Agenda Coordinator: Paula Date

CAPTION

To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Visual BI Solutions, Inc., a Texas corporation ("Company"), providing an economic development grant to the Company; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19 through 2028-29	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	40,580,309	0	40,580,309
Encumbered/Expended Amount	0	0	-19,786,154	-19,786,154
This Item	0	-100,000	0	-100,000
Balance	0	40,480,309	-19,786,154	20,694,155

FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND

COMMENTS: Funding for this item is available in the Economic Development Incentive Fund.

SUMMARY OF ITEM

A request to approve an Economic Development Incentive Agreement for Visual BI Solutions, Inc., a Texas corporation, pursuant to Chapter 380 of the Texas Local Government Code and conditioned on the terms as set forth in the attached agreement. Visual BI Solutions, Inc. agrees to occupy 19,500 gross square feet of office space at 5920 Windhaven Parkway, Plano, TX 75093 and transfer, retain or create up to 100 Job Equivalents by 08/31/2022.

<http://bit.ly/2NISiMA>

Strategic Plan Goal:

Strong Local Economy

Plano Tomorrow Plan Pillar:

Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Visual BI_Chapter 380 Agmt_10-22-2018	10/5/2018	Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas ("City"), and Visual BI Solutions, Inc., a Texas corporation ("Company"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of software products, services and solutions and plans to add Four Million Four Hundred Thousand Dollars (\$4,400,000) of Real Property improvements and One Hundred Thousand Dollars (\$100,000) of Business Personalty Property ("BPP") on the Real Property; and

WHEREAS, Company agrees to occupy at least 19,500 gross square feet of office space and transfer or create at least 100 Job Equivalents to be located on the Real Property in the City of Plano as approved by the parties in writing for the term of this Agreement; and

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

WHEREAS, the City Council finds that the occupancy of at least 19,500 gross square feet of office space and the creation or transfer of at least 100 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

Article I Definitions

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

“Commencement Date” shall mean the earlier of the occupancy of the Property or August 31, 2019, whichever occurs first.

“Company” shall mean Visual BI Solutions, Inc., a Texas corporation.

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

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

“Real Property” or “Property” shall mean 5920 Windhaven Parkway, Plano, TX 75093.

Article II Term

The term of this Agreement shall begin on the Commencement Date and continue for ten (10) years thereafter, unless sooner terminated as provided herein.

Article III Obligations of Company

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

(a) By the Commencement Date, retain, create or transfer at least 35 Job Equivalents and occupy the Property and maintain occupancy at the Property throughout the term of the Agreement; and

(b) By August 31, 2022, create or transfer a minimum of 65 Job Equivalents and maintain the Job Equivalents on the Real Property throughout the term of the Agreement; and

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

Article IV **Economic Development Grant**

4.01 **Grant.** The City agrees to provide the Company a cash grant of One Hundred Thousand Dollars (\$100,000) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

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

(a) By August 31, 2019, Company shall occupy the Property and transfer or create at least 35 Job Equivalents to the Real Property. By August 31, 2022, Company will add an additional 65 Job Equivalents for a total minimum number of 100 Job Equivalents at the Real Property and maintain 100 Job Equivalents at the Real Property until July 31, 2029 to be eligible to receive a payment of One Hundred Thousand Dollars (\$100,000). The payment will not be pro-rated. **Company must submit the Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III not earlier than August 1, 2029 and not later than August 31, 2029. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.**

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

(b) Beginning January 31, 2020, Company must submit an annual certification on the form attached hereto as Exhibit "B" not later than January 31st of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. **A failure to file the annual certification by the January 31st deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant as set out in Section 4.03.**

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

4.03 **Default.**

(a) If the Company fails to maintain the required number of Job Equivalents for the term of the Agreement as set out in Section 4.02 and the loss is not the result of an Event of Force Majeure, the Company shall forfeit the entire grant.

(b) At any time during the term of this Agreement the Company is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, the Company shall forfeit the entire grant.

Article V Termination

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

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

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

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

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

Article VI Retention and Accessibility of Records

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

(a) Five (5) years from the end of the Agreement period; or

(b) The period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's

access to Company's Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5.01 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

Article VII Assignment

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

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

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

Article VIII Miscellaneous

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

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

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

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

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

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

If intended for the Company before relocation:
Visual BI Solutions, Inc.
Attention: Mr. Gopal Krishnamurthy
Founder / CEO
5600 Tennyson Pkwy, Suite 120
Plano, TX 75024

If intended for the Company after relocation:
Visual BI Solutions, Inc.
Attention: Mr. Gopal Krishnamurthy
Founder / CEO
5920 Windhaven Parkway
Plano, TX 75093

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

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

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral

for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

Lisa C. Henderson, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER
Date: _____

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ATTEST:

VISUAL BI SOLUTIONS, INC., a Texas
corporation

Name: _____
Title: _____

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

EXHIBIT "A"

CERTIFICATE OF COMPLIANCE

NOTE: This form is due not earlier than August 1, 2029 and not later than August 31, 2029.

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

_____ a. I hereby certify that Visual BI Solutions, Inc., a Texas corporation, has occupied the office space as of August 31, 2019 and transferred, created or maintained at least 35 Job Equivalent positions at the Real Property and created a minimum of 65 additional Job Equivalents for a total of 100 Job Equivalents at the Real Property by August 31, 2022, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 of that Agreement. The actual number of Job Equivalents is _____.

_____ b. I hereby certify that Visual BI Solutions, Inc., a Texas corporation, has failed to occupy the office space as of August 31, 2019 and/or has failed to transfer, create or maintain at least 35 Job Equivalent positions at the Real Property and has failed to create 65 additional Job Equivalents for a total of 100 Job Equivalents at the Real Property by August 31, 2022, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02 of that Agreement. The actual number of Job Equivalents is _____.

ATTEST:

VISUAL BI SOLUTIONS, INC., a Texas
corporation

Name: _____
Title: _____

By: _____
Name: _____
Chief Executive Officer

Date

This Certificate of Compliance should be mailed to:

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

EXHIBIT "B"
ANNUAL CERTIFICATE OF COMPLIANCE

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

- _____ a. **(FOR USE BETWEEN JANUARY 2020 AND JANUARY 2022)** I hereby certify that Visual BI Solutions, Inc., a Texas corporation, is in compliance with each applicable term as set forth in the Agreement Article III and the transferred or added number of Job Equivalents has not fallen below the 35 Job Equivalents at the Real Property. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____.
- _____ b. **(FOR USE BETWEEN JANUARY 2020 AND JANUARY 2022)** I hereby certify that Visual BI Solutions, Inc., a Texas corporation, is not in compliance with each applicable term as set forth in the Agreement Article III and the transferred or added number of Job Equivalents has fallen below the 35 Job Equivalents at the Real Property. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____.
- _____ c. **(FOR USE BETWEEN JANUARY 2023 AND JANUARY 2029)** I hereby certify that Visual BI Solutions, Inc., a Texas corporation, is in compliance with each applicable term as set forth in the Agreement Article III and the transferred or added number of Job Equivalents has not fallen below the 100 Job Equivalents at the Real Property. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____.
- _____ d. **(FOR USE BETWEEN JANUARY 2023 AND JANUARY 2029)** I hereby certify that Visual BI Solutions, Inc., a Texas corporation, is not in compliance with each applicable term as set forth in the Agreement Article III and the transferred or added number of Job Equivalents has fallen below the 100 Job Equivalents at the Real Property. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____.

ATTEST:

VISUAL BI SOLUTIONS, INC., a Texas
corporation

Name: _____
Title: _____

By: _____
Name: _____
Chief Executive Officer

Date

NOTE: This form is due by January 31st of each year beginning on January 31, 2020, through January 31, 2029.

This Certificate of Compliance should be mailed to:

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



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Library

Department Head: Libby Holtmann

Agenda Coordinator: Linda Wilson

CAPTION

To approve an Interlocal Cooperation Agreement between the City of Plano and Denton ISD for Adult Education and Literacy Services at Plano Public Library; and authorizing the City Manager to execute all necessary documents. **Approved**

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

Denton ISD will provide Adult Education and Literacy services at Plano Public Library (PPL). Denton ISD will pay for the fees and expenses through grant funding from Texas Workforce Commission. Approval of this agreement will allow PPL to continue to serve the community with ESL programs as it has done for the past ten years. These classes provide Plano's diverse community with assistance to support economic and workforce productivity.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Interlocal Cooperation Agreement	10/3/2018	Agreement

**AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS,
AND
DENTON ISD
FOR ADULT EDUCATION AND LITERACY SERVICES**

This Agreement is made between the CITY OF PLANO, TEXAS, a home-rule municipal corporation (hereinafter referred to as "Plano"), and DENTON ISD (hereinafter referred to as "Denton ISD") as follows:

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

WHEREAS, Plano and Denton ISD are political subdivisions within the State of Texas and are both engaged in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the parties desire to enter into an agreement under which Denton ISD provides adult education and ESL instruction for community participants at Plano libraries ("Program"); and

WHEREAS, Denton ISD has current grant funds available to satisfy any fees and cost required pursuant to this Agreement.

NOW, THEREFORE, Plano and Denton ISD for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. TERM

The term of this Agreement is for a period of two (2) years to be automatically renewed on an annual basis for an additional three one-year terms until the completion of the Program unless terminated earlier by either party in accordance with the terms of this Agreement.

II. OBLIGATIONS OF THE PARTIES

A. SERVICES PROVIDED BY DENTON ISD FOR ADULT EDUCATION AND LITERACY PROGRAM

Denton ISD will provide Adult Education and Literacy services during the term specified in one or more of the following areas:

- Adult Basic Education (ABE) grade level 0-8.9 Literacy
- Adult Secondary Education (ASE/HSE) grade level 9-12
- English as a Second Language (ESL) and Civics Education
- Transition Classes
- Career Pathways (Integrated Education and Training)
- Work-based Literacy

B. SERVICES PROVIDED BY PLANO

Plano will provide the following services during the term specified:

- Adequate classroom and storage space and instructional fixtures (i.e. projector, screen, white board, chairs/tables).
- Assist Denton ISD in the publicity and promotion of the Adult Education and Literacy program in a coordinated and timely manner through print, online and personal communications to enhance community awareness and participation.
- Abide by terms and conditions set forth in this Agreement to help the program remain in compliance with federal and state guidelines, including but not limited to:
 - Offering a minimum of two and half hours of direct instruction each session.
 - Refrain from proselytizing during the class period.
 - Allow for temporary AEL program signage as needed to help guide students to the facilities/classes.

C. PROGRAM SUPERVISION

Monitoring, coordination and supervision of the program and staff will be the responsibility of the Denton ISD in compliance with all applicable federal, state, and local regulations and guidelines.

III. FEES

This is a non-financial contract between Denton ISD and the City of Plano, allowing Denton ISD to hold classes at Plano Public Library. Denton ISD will pay for the fees and/or expenses incurred pursuant to this Agreement from the current grant funds available. Any renewal will be subject to the grant funds available for that contract term. Plano will contribute the meeting space at no cost.

IV. TERMINATION

Either party may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate this agreement, in whole or in part by giving at least thirty (30) days prior written notice thereof to other party with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City.

V. RELEASE AND HOLD HARMLESS

Each party agrees to waive all claims against, to release, and to hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees,

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 this Agreement. In the event that a claim is filed, each party shall be responsible for its proportionate share of liability. Denton ISD agree to waive all claims against and hold harmless Plano in the event of early termination of the Agreement with Denton ISD.

VI. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available 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 does not create any rights in parties who are not signatories to this Agreement.

VII. ASSIGNMENT AND SUBLETTING

Denton ISD agree to retain control and to give full attention to the fulfillment of this Agreement, that this Agreement will not be assigned or sublet without the prior written consent of Plano, Library Programs Manager, and that no part or feature of the work will be sublet to anyone objectionable to Plano. Denton ISD further agree that the performance of this Agreement shall not relieve Denton ISD from its full obligations to Plano as provided by this Agreement.

VIII. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Plano, and Denton ISD and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by Plano and Denton ISD.

IX. NOTICES

Unless notified otherwise in writing, all notices are required to be given to either party in writing and delivered in person or send via certified mail to the other party at the following respective addresses:

Plano Representative:
CITY OF PLANO
Libby Holtmann, Director
Plano Public Library
2501 Coit Road
Plano, TX 75075

Denton ISD AEL:
DENTON ISD
Octaviano Garza
Director Adult Education and Literacy
815 Cross Timber St.
Denton, TX 76205

X. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

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

XI. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held 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, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

XII. VENUE

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 and necessary, exclusive venue shall lie in Collin County, Texas.

XIII. INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be constructed more favorably for any of the parties.

XIV. REMEDIES

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 either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.


XV. SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators, and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all parties.

EXECUTED on the dates indicated below:

DATE 9/25/2018

DENTON ISD

BY: 
Richard L. Valenta
DEPUTY SUPERINTENDENT
DENTON ISD

APPROVED AS TO FORM:

CITY OF PLANO, TEXAS

DATE _____

BY: _____
Bruce D. Glasscock
CITY MANGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS

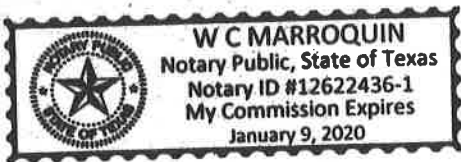
§

COUNTY OF COLLIN

§

§

This instrument was acknowledged before me on the 25th day of September,
2018 by Richard Valenta Deputy Supt. for Denton ISD, Texas, an
Independent School District on behalf of such Adult Education.



W C Marroquin
Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF COLLIN

§

§

This instrument was acknowledged before me on the ____ day of _____,
20__ by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a
home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Community Services

Department Head: Lori Schwarz

Agenda Coordinator: Nichole Adamo x8135

CAPTION

To approve an Interlocal Agreement between the City of Plano and City of Frisco to jointly provide a homebuyer educational class for households attempting to purchase homes within each City's territorial jurisdiction; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the agreement; and providing an effective date. **Approved**

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	2,203	0	2,203
Balance	0	2,203	0	2,203

FUND(S): General

COMMENTS: This item will provide for \$2,203 in revenue from the City of Frisco to offset the cost of providing a joint homebuyer educational class for residents of both cities.

SUMMARY OF ITEM

The City of Plano offers a free, eight hour First Time Homebuyer Class eleven months of the year. The purpose of the class is to provide homebuyer education, as well as general financial education, to individuals seeking to purchase a home. The class provides a certificate to each participant that meets the requirements, established by the U.S. Department of Housing and Urban Development (HUD) necessary

for a homebuyer to receive down payment or closing costs assistance. For FY 2018-19, the City of Frisco is requesting that the City of Plano continue to allow their potential homebuyers to attend our class. In return, the City of Frisco would pay for the books these participants will utilize. The City of Plano will provide the instructor for each class.

Strategic Plan Goal:

Strong Local Economy, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Social Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Memo	10/9/2018	Memo
Interlocal Agreement FTHB - Frisco	10/9/2018	Agreement

Date: October 8, 2018

To: Bruce D. Glasscock, City Manager

From: Shanette Eaden, Housing and Community Services Manager

Subject: 2018 – 2019 Interlocal Agreement with City of Frisco for First Time Home Buyer Classes

Summary

The City of Plano offers a free, eight hour First Time Homebuyer Class eleven months of the year. The purpose of the class is to provide homebuyer education, as well as general financial education, to individuals seeking to purchase a home. The class provides a certificate to each participant that meets the requirements, established by the U.S. Department of Housing and Urban Development (HUD) necessary for a homebuyer to receive down payment or closing costs assistance. For FY 2018-19, the City of Frisco is requesting that the City of Plano continue to allow their potential homebuyers to attend our class. In return, the City of Frisco would pay for the books these participants will utilize. The City of Plano will provide the instructor for each class.

Background

For the past several years, the City of Plano has partnered with the cities of McKinney and Frisco to allow their potential first time homebuyers the opportunity to attend the City of Plano class. This year, the City of Frisco would like to continue to provide this service to their potential homebuyers. The City of Frisco has agreed to pay \$2203 to cover the costs of class books, and the City of Plano has agreed to pay for the cost of the class instructor in an amount not to exceed \$6600. The City of Plano will utilize Community Development Block Grant (CDBG) funds to pay for the class instructor. The City of Lewisville, in a separate Interlocal Agreement, has agreed to the same terms. Together the First Time Homebuyer Class will be offered as joint partnership to those seeking to purchase a home in the cities of Frisco, Lewisville, and Plano.

Next Steps

Pending City Council approval, the Interlocal Agreement and invoice will be sent to the City of Frisco for execution.

xc: Jack Carr, Deputy City Manager
Lori Schwarz, Director of Neighborhood Services

**AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS,
AND THE CITY OF FRISCO, TEXAS, FOR HOMEBUYER
EDUCATION CLASSES**

This Agreement is made between the CITY OF PLANO, TEXAS, a home-rule municipal corporation (hereinafter referred to as “Plano”), and the CITY OF FRISCO, TEXAS, a home-rule municipal corporation (hereinafter referred to as “FRISCO”), as follows:

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

WHEREAS, Plano and FRISCO, (hereinafter each individually referred to as “Party” and collectively referred to as “Parties”) are political subdivisions within the State of Texas and are all engaged in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the Parties desire to enter into an Interlocal agreement for the purpose of providing a joint Homebuyer Education Class (the “Class”); and

WHEREAS, the Parties have current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW, THEREFORE, the Parties, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. PURPOSE

The purpose of the Agreement is to state the terms and conditions under which the Parties will jointly provide a homebuyer educational class for households attempting to purchase homes within each Party’s territorial jurisdiction. This Agreement addresses the obligation of each Party, the class requirements, and distribution of class cost for each Party.

II. TERM

This Agreement shall be in effect from October 1, 2018 through September 30, 2019, unless terminated earlier as provided herein. Provided however, that either party shall have the right and option to extend the term hereof by an additional two (2) renewals of one (1) year terms by giving written notice the other party of Plano’s said election to so renew the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of term.

III. TERMINATION

Either Party may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least thirty (30) days prior written notice thereof to the other Party with the understanding that all services being terminated shall cease upon the date such notice is received.

IV. OBLIGATIONS OF THE PARTIES

A. CITY OF PLANO:

Plano will be responsible for maintaining the agreement with the Class Instructor, as hereinafter defined.

Plano will be responsible for satisfying any obligations for private grants received for the Class.

Plano will be responsible for advertising and promoting the Class within the City of Plano.

Plano will produce and create all advertising materials for the Class.

Plano will register all Class participants and disseminate all Class information.

Plano will be responsible for providing Class location and security, including coordination of Class dates and room availability.

Plano will provide a list of Class attendees to FRISCO within one week of the Class date.

Plano will collect and analyze end-of-year Class attendance and schedule a status update between the Parties.

B. CITY OF FRISCO:

FRISCO will be responsible for referring potential FRISCO homebuyers to Plano city staff for Class registration.

FRISCO will be responsible for explaining and providing all material and information regarding the City of FRISCO's First Time Homebuyer Assistance Program to their Class participants.

FRISCO will be responsible for advertising and promoting the Class within the corporate limits of the City of FRISCO.

V. CLASS REQUIREMENTS

The Parties agree that the Classes will be instructed by a Neighborworks certified trainer (the "Class Instructor").

The Parties further agree that each Class will include a minimum of eight (8) hours of instruction, and each homebuyer will be required to attend all eight (8) hours in order to receive a certificate of completion. The curriculum for each Class will be taken from the NeighborWorks workbook entitled "Realizing the American Dream" and each homebuyer will receive a copy of the workbook.

The standard date for each Class will be the third Saturday of each month during the term of this Agreement unless the third Saturday conflicts with a holiday weekend.

VI. CLASS DATES

The class dates for the 2018-2019 fiscal year are:

October 20, 2018	February 16, 2019	May 18, 2019	August 17, 2019
November 17, 2018	March 16, 2019	June 15, 2019	September 21, 2019
January 12, 2019	April 13, 2019	July 20, 2019	

The parties agree Plano has the right to change the above Class dates by giving at least a five (5) business day prior written notice thereof to FRISCO.

VII. PAYMENT

All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective Party. Each Party agrees to pay the following amounts:

The City of FRISCO agrees to pay a total sum of **TWO THOUSAND TWO HUNDRED THREE AND 00/100 DOLLARS (\$2,203.00)** To Plano for their shared cost of the Class.

The City of Plano agrees to pay a total sum of **SIX THOUSAND SIX HUNDRED, 00/100 DOLLARS (\$6,600)** for their shared cost of the Class.

The total cost of the Class budget to be paid by the cities for class instruction materials and professional services shall not exceed \$8,803.

Plano may accept sponsorships to cover expenses such as food, supplies, advertising and promotional items. Any donations received during the term of the Agreement will reduce each Party's cost, and refunds will be based on each Party's percent of the total cost of the Class budget as stated above.

Plano will invoice FRISCO within thirty (30) days of the effective date of this Agreement

for the total payment due at which time payment must be remitted within thirty (30) days of receipt of invoice.

The Parties herein recognize that the continuation of any contract after the close of any given fiscal year, which fiscal year ends on September 30th of each year, shall be subject to each Party's City Council approval. In the event that any of the Party's City Councils do not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the Parties shall have no further obligations hereunder.

VIII. GOVERNMENTAL FUNCTION

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.

IX. RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS FEES, 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 THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

X. IMMUNITY

In the execution of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available 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 does not create any rights in parties who are not signatories to this Agreement.

XI. ASSIGNMENT AND SUBLETTING

The Parties shall give their full attention to the fulfillment of this Agreement that this Agreement will not be assigned or sublet without the prior written consent of the other Parties, and no part or feature of the work will be sublet to anyone objectionable to any of the Parties. The Parties

further agree that the performance of this Agreement shall not relieve either Party from its full obligations to the other Party as provided by this Agreement.

XII. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and/or agreements, either written or oral between the Parties. This Agreement may be amended only by written instrument signed by the Parties.

XIII. AUTHORITY TO SIGN

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

XIV. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held 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 Parties thirty (30) days written notice.

XV. VENUE

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.

XVI. INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be constructed more favorably for any of the Parties.

XVII. REMEDIES

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.

XVIII. SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. No Party will 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 all Parties.

XIX. NOTICE

Official notice shall be by written notice and delivery to all of the Parties to this Agreement. Delivery shall be by fax or deposit with the United States Postal Service, certified mail, return receipt requested to:

Plano Representative:
Shanette Eaden
Housing & Community
Services Manager
7501-A Independence Pkwy
Plano, Texas 75025

FRISCO Representative
Stacy Brown
Housing and Grants Administrator
6101 Frisco Square Blvd.
Frisco, Texas 75034

XX. HEADINGS

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.

EXECUTED on the dates indicated below:

CITY OF FRISCO, TEXAS

DATE _____

BY: _____
George Purefoy, City Manager

APPROVED AS TO FORM:

Richard Abernathy, City Attorney

CITY OF PLANO, TEXAS

DATE _____

BY: _____
Bruce D. Glasscock, City Manager

APPROVED AS TO FORM:

Paige Mims, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____, by **GEORGE PUREFOY, City Manager** for the **City of FRISCO, Texas**, a home-rule municipal corporation, on behalf of such municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____, by **BRUCE D. GLASSCOCK**, **City Manager** of the **City of Plano, Texas**, a home-rule municipal corporation, on behalf of such municipal corporation.

Notary Public, State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Community Services

Department Head: Lori Schwarz

Agenda Coordinator: Nichole Adamo x8135

CAPTION

To approve an Interlocal Agreement between the City of Plano and City of Lewisville to jointly provide a homebuyer educational class for households attempting to purchase homes within each City's territorial jurisdiction; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the agreement; and providing an effective date. **Approved**

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	2,203	0	2,203
Balance	0	2,203	0	2,203

FUND(S): General

COMMENTS: This item will provide for \$2,203 in revenue from the City of Lewisville to offset the cost of providing a joint homebuyer educational class for residents of both cities.

SUMMARY OF ITEM

The City of Plano offers a free, eight hour First Time Homebuyer Class eleven months of the year. The purpose of the class is to provide homebuyer education, as well as general financial education, to individuals seeking to purchase a home. The class provides a certificate to each participant that meets the requirements, established by the U.S. Department of Housing and Urban Development (HUD) necessary

for a homebuyer to receive down payment or closing costs assistance. For FY 2018-19, the City of Lewisville is requesting that the City of Plano allow their potential homebuyers to attend our class. In return, the City of Lewisville would pay for the books these participants will utilize. The City of Plano will provide the instructor for each class.

Strategic Plan Goal:

Strong Local Economy, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Social Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Memo	10/9/2018	Memo
Interlocal Agreement FTHB - Lewisville	10/9/2018	Agreement

Date: October 8, 2018

To: Bruce D. Glasscock, City Manager

From: Shanette Eaden, Housing and Community Services Manager

Subject: 2018 – 2019 Interlocal Agreement with City of Lewisville for First Time Home Buyer Classes

Summary

The City of Plano offers a free, eight hour First Time Homebuyer Class eleven months of the year. The purpose of the class is to provide homebuyer education, as well as general financial education, to individuals seeking to purchase a home. The class provides a certificate to each participant that meets the requirements, established by the U.S. Department of Housing and Urban Development (HUD) necessary for a homebuyer to receive down payment or closing costs assistance. For FY 2018-19, the City of Lewisville is requesting that the City of Plano allow their potential homebuyers to attend our class. In return, the City of Lewisville would pay for the books these participants will utilize. The City of Plano will provide the instructor for each class.

Background

For the past several years, the City of Plano has partnered with the cities of McKinney and Frisco to allow their potential first time homebuyers the opportunity to attend the City of Plano class. This year, the City of Lewisville would like to provide this service to their potential homebuyers. The City of Lewisville has agreed to pay \$2203 to cover the costs of class books, and the City of Plano has agreed to pay for the cost of the class instructor in an amount not to exceed \$6600. The City of Plano will utilize Community Development Block Grant (CDBG) funds to pay for the class instructor. The City of Frisco, in a separate Interlocal Agreement, has agreed to the same terms. Together the First Time Homebuyer Class will be offered as joint partnership to those seeking to purchase a home in the cities of Frisco, Lewisville, and Plano.

Next Steps

Pending City Council approval, the Interlocal Agreement and invoice will be sent to the City of Lewisville for execution.

xc: Jack Carr, Deputy City Manager
Lori Schwarz, Director of Neighborhood Services

**AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS,
AND THE CITY OF LEWISVILLE, TEXAS, FOR
HOMEBUYER EDUCATION CLASSES**

This Agreement is made between the CITY OF PLANO, TEXAS, a home-rule municipal corporation (hereinafter referred to as “Plano”), and the CITY OF LEWISVILLE, TEXAS, a home-rule municipal corporation (hereinafter referred to as “Lewisville”), as follows:

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

WHEREAS, Plano and Lewisville, (hereinafter each individually referred to as “Party” and collectively referred to as “Parties”) are political subdivisions within the State of Texas and are all engaged in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the Parties desire to enter into an interlocal agreement for the purpose of providing a joint Homebuyer Education Class (the “Class”); and

WHEREAS, the Parties have current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW, THEREFORE, the Parties, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. PURPOSE

The purpose of the Agreement is to state the terms and conditions under which the Parties will jointly provide a homebuyer educational class for households attempting to purchase homes within each Party’s territorial jurisdiction. This Agreement addresses the obligation of each Party, the class requirements, and distribution of class cost for each Party.

II. TERM

This Agreement shall be in effect from October 1, 2018 through September 30, 2019, unless terminated earlier as provided herein. Provided however, that either Party shall have the right and option to extend the term hereof by an additional two (2) renewals of one (1) year terms by giving written notice to the other Party of said election to so renew the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of term.

III. TERMINATION

Either Party may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least thirty (30) days prior written notice thereof to the other Party with the understanding that all services being terminated shall cease upon the date such notice is received.

IV. OBLIGATIONS OF THE PARTIES

A. CITY OF PLANO:

Plano will be responsible for maintaining the agreement with the Class Instructor, as hereinafter defined.

Plano will be responsible for satisfying any obligations for private grants received for the Class.

Plano will be responsible for advertising and promoting the Class within the City of Plano.

Plano will produce and create all advertising materials for the Class.

Plano will register all Class participants and disseminate all Class information.

Plano will be responsible for providing Class location and security, including coordination of Class dates and room availability.

Plano will provide a list of Class attendees to Lewisville within one week of the Class date.

Plano will collect and analyze end-of-year Class attendance and schedule a status update between the Parties.

B. CITY OF LEWISVILLE:

Lewisville will be responsible for referring potential Lewisville homebuyers to Plano city staff for Class registration.

Lewisville will be responsible for explaining and providing all material and information regarding the City of Lewisville's First-time Homebuyer Assistance Program to their Class participants.

Lewisville will be responsible for advertising and promoting the Class within the corporate limits of the City of Lewisville.

V. CLASS REQUIREMENTS

The Parties agree that the Class will be instructed by a state certified trainer (the “Class Instructor”).

The Parties further agree that each Class will include a minimum of eight (8) hours of instruction, and each homebuyer will be required to attend all eight (8) hours in order to receive a certificate of completion. The curriculum for each Class will be taken from the NeighborWorks workbook entitled “Realizing the American Dream” and each homebuyer will receive a copy of the workbook.

The standard date for each Class will be the third Saturday of each month during the term of this Agreement unless the third Saturday conflicts with a holiday weekend.

VI. CLASS DATES

The 2018 remaining class dates are as follows:

October 20	November 17
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The 2019 class dates are as follows:

January 12	April 13	July 20
February 16	May 18	August 17
March 16	June 15	September 21

The parties agree Plano has the right to change the above Class dates by giving at least a five (5) business day prior written notice thereof to Lewisville.

VII. PAYMENT

All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective Party. Each Party agrees to pay the following amounts:

The City of Lewisville agrees to pay a total sum of **TWO THOUSAND TWO HUNDRED THREE AND 00/100 DOLLARS (\$2,203.00)** to Plano for their shared cost of the Class.

The City of Plano agrees to pay a total sum of **SIX THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$6,600.00)** for their shared cost of the Class.

The total cost of the Class budget to be paid by the Parties for Class instruction materials and professional services shall not exceed \$8,803.00.

Plano may accept sponsorships to cover expenses such as food, supplies, advertising and promotional items. Any donations received during the term of the Agreement will reduce each Party's cost, and refunds will be based on each Party's percent of the total cost of the Class budget as stated above.

Plano will invoice Lewisville within thirty (30) days of the effective date of this Agreement for the total payment due at which time payment must be remitted within thirty (30) days of receipt of invoice.

The Parties herein recognize that the continuation of any contract after the close of any given fiscal year, which fiscal year ends on September 30th of each year, shall be subject to each Party's City Council approval. In the event that any of the Party's City Councils do not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the Parties shall have no further obligations hereunder.

VIII. GOVERNMENTAL FUNCTION

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.

IX. RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS FEES, 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 THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

X. IMMUNITY

In the execution of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available 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 does not create any rights in parties who are not signatories to this Agreement.

XI. ASSIGNMENT AND SUBLETTING

The Parties shall give their full attention to the fulfillment of this Agreement that this Agreement will not be assigned or sublet without the prior written consent of the other Parties, and no part or feature of the work will be sublet to anyone objectionable to any of the Parties. The Parties further agree that the performance of this Agreement shall not relieve either Party from its full obligations to the other Party as provided by this Agreement.

XII. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and/or agreements, either written or oral between the Parties. This Agreement may be amended only by written instrument signed by the Parties.

XIII. AUTHORITY TO SIGN

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

XIV. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held 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 Parties thirty (30) days written notice.

XV. VENUE

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.

XVI. INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be constructed more favorably for any of the Parties.

XVII. REMEDIES

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.

XVIII. SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. No Party will 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 all Parties.

XIX. NOTICE

Official notice shall be by written notice and delivery to all of the Parties to this Agreement. Delivery shall be by fax or deposit with the United States Postal Service, certified mail, return receipt requested to:

Plano Representative:
Shanette Eaden
Housing & Community
Services Manager
7501-A Independence Pkwy
Plano, Texas 75025

Lewisville Representative
Wayne Snell
Director of Neighborhood Services
151 W. Church Street
Lewisville, Texas 75057

XX. HEADINGS

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.

EXECUTED on the dates indicated below:

CITY OF LEWISVILLE, TEXAS

DATE _____

BY: _____
Donna Barron, City Manager

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

CITY OF PLANO, TEXAS

DATE _____

BY: _____
Bruce D. Glasscock, City Manager

APPROVED AS TO FORM:

Paige Mims, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 20____, by **DONNA BARRON, City Manager** for the **City of Lewisville, Texas**, a home-rule municipal corporation, on behalf of such municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____, by **BRUCE D. GLASSCOCK**, **City Manager** of the **City of Plano, Texas**, a home-rule municipal corporation, on behalf of such municipal corporation.

Notary Public, State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

CAPTION

Resolution No. 2018-10-8(R): To support Census Programs, Surveys, and Other Critical Preparations for Accurate Enumeration in the 2020 Census; and providing 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:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Support of 2020 Census Resolution	10/12/2018	Resolution

A Resolution of the City of Plano, Texas, supporting Census Programs, Surveys, and Other Critical Preparations for Accurate Enumeration in the 2020 Census; and providing an effective date.

WHEREAS, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides an historic opportunity to help shape the foundation of our society and play an active role in American democracy; and

WHEREAS, all residents of Plano are affected by the accuracy of the Census count which helps to establish adequate public safety, hospitals, streets, infrastructure, housing, and special needs resources for our community; and

WHEREAS, federal and state funding is allocated to communities, and decisions are made on matters of national, state, and local importance based, in part, on census data; and

WHEREAS, census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for the an accurate and fair redistricting of state legislative seats, county and city councils and voting districts; and

WHEREAS, information from the 2020 Census provides vital tools for economic development and employment; and

WHEREAS, the City of Plano is committed to ensuring every resident is counted.

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

Section I. The City Council supports the goals and ideals for the 2020 Census.

Section II. The City Council encourages all City residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation.

Section III. The City Council encourages Census advocates to speak to City and Community Organizations.

Section IV. The City Council supports census takers as they help our City complete an accurate count.

Section V. The City Council strives to achieve a complete and accurate count of all persons within our borders.

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

PASSED AND APPROVED THIS THE 22ND 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: 10/22/2018

Department: Finance

Department Head: Denise Tacke

Agenda Coordinator: SUSAN OLDHAM

CAPTION

Resolution No. 2018-10-12(R): To approve the issuance of revenue bonds in a principal amount not to exceed \$65,000,000 to be issued by the New Hope Cultural Education Facilities Finance Corporation for a residential senior living project, to be known as the Bridgemoor Plano Apartments, located near 14th Street and Park Vista Road, in Plano; and declaring 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 to the City of Plano.

SUMMARY OF ITEM

This item is consideration of a resolution to approve the issuance of bonds by New Hope Cultural Education Facilities Finance Corporation for a residential senior living project, to be known as the Bridgemoor Plano Apartments. The approval process is required by provisions of section 147(f) of Internal Revenue Code of 1986, as amended. If the resolution is approved, the City of Plano has no liability, indebtedness or obligation for the payment of the bonds, nor shall any of the City's assets be

pledged to payment of the bonds.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Resolution	10/18/2018	Resolution
Exhibit A	10/18/2018	Exhibit

A Resolution of the City of Plano, Texas approving the issuance of revenue bonds in a principal amount not to exceed \$65,000,000 to be issued by New Hope Cultural Education Facilities Finance Corporation for a residential senior living project, to be known as the Bridgemoor Plano Apartments, located near 14th Street and Park Vista Road, in Plano; and declaring an effective date.

WHEREAS, the New Hope Cultural Education Facilities Finance Corporation (the "Issuer") is empowered to issue bonds to finance the acquisition, construction and equipping of qualified residential rental housing units for seniors; and

WHEREAS, BSPV-Plano, LLC (the "Borrower"), a Texas limited liability company, is seeking to borrow funds from the Issuer to finance the acquisition, construction and equipping of a qualified residential rental housing project to be known as the Bridgemoor Plano Apartments to be located approximately 500 feet south of 14th Street, bounded on the west by Rowlett Creek, on the south by the DART rail line and on the east along Park Vista Road, Plano, Texas 75094 (the "Project"); and

WHEREAS, the City of Plano, Texas (the "City") is the governmental unit having jurisdiction over the area of the Project; and

WHEREAS, the Borrower has requested that the Issuer issue qualified residential rental housing revenue bonds (the "Bonds") to finance such acquisition, construction and equipping, in one or more series, at one or more times, in an aggregate principal amount not to exceed \$65,000,000 (the "Plan of Finance"); and

WHEREAS, pursuant to the provisions of section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the City Council of the City of Plano, Texas, after the required public hearing (the "TEFRA Hearing"), following reasonable notice, as the governmental unit having jurisdiction over the area of the Project, must approve issuance of bonds by the Issuer to enable the Bonds to qualify as tax-exempt obligations under the Code; and

WHEREAS, the TEFRA Hearing for the issuance of the Bonds pursuant to the Plan of Finance was conducted at 121 Rockcrest Road, New Hope Town Hall, New Hope, Texas 75071, on September 10, 2018 by a designated hearing officer of the Issuer; and

WHEREAS, a copy of the public notice of the TEFRA Hearing, which was published on August 26, 2018, in the Plano Star Courier and the McKinney Courier Gazette, is attached to this Resolution as Exhibit "A".

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

Section I. The City Council, solely for the purposes of section 147(f) of the Code, as the elected legislative body having jurisdiction over the area in which the Project to be financed is located, hereby approves the proposed issuance of the Bonds pursuant to the Plan of Finance

by the Issuer to finance the acquisition, construction and equipping of the Project, in an amount not to exceed \$65,000,000.

Section II. The foregoing approval shall be solely for the purposes of Section 147(f) of the Code and for no other purpose. The City of Plano, Texas shall have no liability, indebtedness or obligation for payment of the Bonds, nor shall any of the City's assets be pledged to the payment of the Bonds. The foregoing approval is not to be construed as (i) a representation or warranty by the City that the Bonds will be paid or that any obligations assumed by any of the parties will, in fact, be performed, or (ii) as a pledge of the faith and credit of or by the City. Further, the fact that the City has approved the Bonds as required by the Code may not, in any event, be used as a sales device with respect to the Bonds.

Section III. This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

DULY PASSED AND APPROVED, this 22nd day of October, 2018.

Harry LaRosiliere, Mayor

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Attachment I

Certificate of Public Hearing

CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with the issuance by the New Hope Cultural Education Facilities Finance Corporation (the "Issuer") of its Senior Living Facility Revenue Bonds (Bridgemoor Plano Project), in one or more series, in the aggregate principal amount of not to exceed \$65,000,000 (the "Bonds"), as follows:

1. I am the duly qualified and appointed Hearing Officer of the Issuer for the Bonds and have conducted a public hearing on the issuance of the Bonds to provide financing for a residential rental housing project for seniors containing approximately 318 units to be located approximately 500 feet south of 14th Street, bounded on the west by Rowlett Creek, on the south by the DART rail line and on the east along Park Vista Road, in the City of Plano, Collin County, Texas 75094 and to be known as Bridgemoor Plano (the "Project") and as described in the notice of such hearing published in the *Plano Star Courier* and the *McKinney Courier-Gazette* on August 26, 2018, copies of such notice as published with the Affidavit of Publication attached hereto as **Exhibit A**.
2. Such hearing was conducted by me commencing at 9:00 a.m. on September 10, 2018 at 121 Rockcrest Road, New Hope, Texas 75071, New Hope Town Hall, which building and office was open to the public for purposes of the hearing.
3. At the time for the commencement of the hearing, I publicly requested comments, either orally or in writing, on the Project to be financed with proceeds of the Bonds and on the issuance of such Bonds.
4. At the hearing, no persons presented comments orally or in writing.
5. I imposed no time limitations on any public comments.
6. Present at the hearing but not speaking was Richard Shaw, a representative of the developer of the Project.

IN WITNESS WHEREOF, I have hereunto set my hand this September 10, 2018.

NEW HOPE CULTURAL EDUCATION FACILITIES
FINANCE CORPORATION

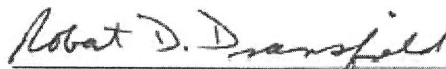

Robert D. Dransfield, Hearing Officer

EXHIBIT A
AFFIDAVIT OF PUBLICATION



Plano Star Courier, McKinney Courier Gazette, Internet

AFFIDAVIT OF LEGAL NOTICE

I, Nick Souders, Inside Sales Manager of the Plano Star Courier, McKinney Courier Gazette, Internet a newspaper printed in the English language in Collin County, State of Texas, do hereby certify that this notice was Published in the Plano Star Courier, McKinney Courier Gazette, Internet on the following dates, to-wit

Plano Star Courier	08/26/18	08/26/18	1
McKinney Courier Gazette	08/26/18	08/26/18	1
Internet	08/26/18	08/26/18	1

NEW HOPE CEFFC BRIDGEMOOR PLANO

\$372.25

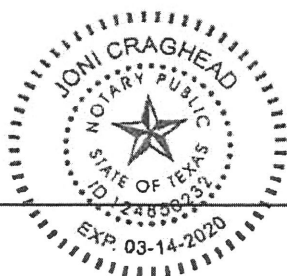
(Description)

(Cost)

Inside Sales Manager of the Plano Star Courier, McKinney Courier Gazette, Internet

Subscribed and sworn on this

18 day of August, 2018



Joni Craghead

Notary Public, State of Texas

LEGAL NOTICE**NEW HOPE CULTURAL EDUCATION FACILITIES
FINANCE CORPORATION****NOTICE OF PUBLIC HEARING
REGARDING THE ISSUANCE OF BONDS**

Notice is hereby given of a public hearing to be held by the New Hope Cultural Education Facilities Finance Corporation (the "Issuer") at 9:00 a.m. on September 10, 2018 in the New Hope Town Hall, 121 Rockcrest Road, New Hope, Texas 75071, on the proposed issuance by the Issuer of one or more series of revenue bonds (the "Bonds") to provide financing for the acquisition, construction and equipment of a residential rental housing project for seniors to be known as Bridge-moor Plano, consisting of an apartment building or buildings containing approximately 318 units (the "Project"). The Project is to be located approximately 500 feet south of 14th Street, bounded on the west by Rowlett Creek, on the south by the DART rail line and on the east along Park Vista Road, Plano, Collin County, Texas 75094. The Project will be owned by BSPV-Plano, LLC, a Texas limited liability company ("BSPV-Plano") or a wholly owned affiliate of BSPV-Plano, and will be initially managed by Lifestyle Property Management. The maximum aggregate face amount of the Bonds to be issued with respect to the Project is \$65,000,000. All interested persons are invited to attend the public hearing to express orally, or in writing, their views on the Project and the issuance of the Bonds. The Bonds shall not constitute or create an indebtedness, general or specific, or liability of the Town of New Hope, Texas (the "Town"), the State of Texas, or any political subdivision thereof. The Bonds shall never constitute or create a charge against the credit or taxing power of the Town, the State of Texas, or any political subdivision thereof. Neither the Town, the State of Texas, nor any political subdivision thereof shall in any manner be liable for the payment of the principal of or interest on the Bonds or for the performance of any agreement or pledge of any kind which may be undertaken by the Issuer and no breach by the Issuer of any agreements will create any obligation upon the Town, the State of Texas, or any political subdivision thereof. Further information with respect to the proposed Bonds will be available at the hearing or upon written request prior thereto addressed to the Issuer at New Hope Cultural Education Facilities Finance Corporation, c/o James W. Wilson & Associates, PLLC d/b/a The Law Offices of James W. Wilson, 103 W. Main Street, Allen, Texas 75013.

NEW HOPE CULTURAL EDUCATION
FACILITIES FINANCE CORPORATION
c/o James W. Wilson & Associates, PLLC
d/b/a The Law Offices of James W. Wilson,
103 W. Main Street, Allen, Texas 75013

LEGAL NOTICE**NEW HOPE CULTURAL EDUCATION FACILITIES
FINANCE CORPORATION****NOTICE OF PUBLIC HEARING
REGARDING THE ISSUANCE OF BONDS**

Notice is hereby given of a public hearing to be held by the New Hope Cultural Education Facilities Finance Corporation (the "Issuer") at 9:00 a.m. on September 10, 2018 in the New Hope Town Hall, 121 Rockcrest Road, New Hope, Texas 75071, on the proposed issuance by the Issuer of one or more series of revenue bonds (the "Bonds") to provide financing for the acquisition, construction and equipment of a residential rental housing project for seniors to be known as **Bridge-moor Plano**, consisting of an apartment building or buildings containing approximately 318 units (the "Project"). The Project is to be located approximately 500 feet south of 14th Street, bounded on the west by Rowlett Creek, on the south by the DART rail line and on the east along Park Vista Road, Plano, Collin County, Texas 75094. The Project will be owned by BSPV-Plano, LLC, a Texas limited liability company ("BSPV-Plano") or a wholly owned affiliate of BSPV-Plano, and will be initially managed by Lifestyle Property Management. The maximum aggregate face amount of the Bonds to be issued with respect to the Project is \$65,000,000. All interested persons are invited to attend the public hearing to express orally, or in writing, their views on the Project and the issuance of the Bonds. The Bonds shall not constitute or create an indebtedness, general or specific, or liability of the Town of New Hope, Texas (the "Town"), the State of Texas, or any political subdivision thereof. The Bonds shall never constitute or create a charge against the credit or taxing power of the Town, the State of Texas, or any political subdivision thereof. Neither the Town, the State of Texas, nor any political subdivision thereof shall in any manner be liable for the payment of the principal of or interest on the Bonds or for the performance of any agreement or pledge of any kind which may be undertaken by the Issuer and no breach by the Issuer of any agreements will create any obligation upon the Town, the State of Texas, or any political subdivision thereof. Further information with respect to the proposed Bonds will be available at the hearing or upon written request prior thereto addressed to the Issuer at New Hope Cultural Education Facilities Finance Corporation, c/o James W. Wilson & Associates, PLLC d/b/a The Law Offices of James W. Wilson, 103 W. Main Street, Allen, Texas 75013.

NEW HOPE CULTURAL EDUCATION
FACILITIES FINANCE CORPORATION
c/o James W. Wilson & Associates, PLLC
d/b/a The Law Offices of James W. Wilson,
103 W. Main Street, Allen, Texas 75013



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Gov Relations

Department Head: Brandi Youngkin

Agenda Coordinator: Michelle Wariner

CAPTION

Resolution No. 2018-10-13(R): To adopt the 2019 Legislative Program for the City of Plano, Texas; directing the City Manager or his designee to act with regard to the City's 2019 Legislative Program; and providing 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

This Resolution outlines the legislative issues the City of Plano will oppose and support during the 86th State of Texas Legislative session.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City, Strong Local Economy

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Resolution	10/15/2018	Agreement
Exhibit A	10/15/2018	Agreement

A Resolution of the City of Plano, Texas, adopting the 2019 Legislative Program for the City of Plano, Texas; directing the City Manager or his designee to act with regard to the City's 2019 Legislative Program; and providing an effective date.

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

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

WHEREAS, City Staff prepared the recommended 2019 Legislative Program attached hereto as Exhibit "A" and the 2019 Legislative Program has been reviewed by the City Council of the City of Plano; and

WHEREAS, the City Council is of the opinion that such 2019 Legislative Program is in the best interest of the City and its citizens, should be adopted, and should be forwarded for consideration by the Legislature; and

WHEREAS, the City Council is of the further opinion that the City Manager or his designee should be directed to take action with regard to the 2019 Legislative Program as outlined below.

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

Section I. The 2019 Legislative Program that is attached hereto as "Exhibit A" is hereby adopted and approved as the 2019 Legislative Program for the City of Plano.

Section II. The City Manager or his designee is directed to communicate the items included in the 2019 Legislative Program to members of Congress, the Texas Legislature, in general, and/or to the appropriate legislative committees, committee members and others designated by the City Manager.

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

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

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

behalf of the City consistent with the necessary broad policy concerns set forth in this program.

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

DULY PASSED AND APPROVED this 22nd day of October, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT A

86TH LEGISLATIVE PROGRAM

Oppose:

Oppose legislation that would erode municipal authority, to include:

- Unfunded mandates;
- Regulations on development matters through land use and zoning, building codes, comprehensive planning, annexation, eminent domain, or building inspection fees; and
- Management and control of public rights-of-way and publicly owned land or further limiting municipal authority to receive fair market compensation for use of public rights-of-way.

Support:

Support legislation that protects municipal revenue such as property taxes, sales taxes, right-of-way revenues, service fees and court fines.

Support expanding regional transportation and mobility funding options.

Support fairness and equity in the application of sales and use taxes to goods and services.

Support economic development bills that create jobs that benefit the region and do not create a disadvantage to cities providing dedicated sales tax revenue for regional transit services.

Support clarifying the election initiative and referendum process to promote transparency and fairness.

Support legislation that protects the TMRS system.

Support the legislative programs of the partners below, so long as their program aligns with the City of Plano's position(s):

- | | |
|--|--|
| • Plano Independent School District | • Dallas Area Rapid Transit |
| • Texas Municipal League | • Texas Civil Service Cities Coalition |
| • Texas Coalition of Cities for Utility Issues | • Texas Municipal Retirement System |
| • Plano Chamber of Commerce | • Regional Transportation Commission |
| • National League of Cities | • U.S. Conference of Mayors |
| • Dallas Regional Mobility Coalition | • North Texas Commission |



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

CAPTION

Ordinance No. 2018-10-9: 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. Comprehensive Plan Amendment 2018-001. **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

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

ATTACHMENTS:

Description	Upload Date	Type
Comprehensive Plan Amendment 2018-001 Ordinance with Exhibits	10/17/2018	Agreement

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, open to persons wishing to comment on the proposed Comprehensive Plan map amendments, and, following such hearing, asked staff to make changes to the Bicycle Transportation Map and voted in favor of the remaining amendments on October 8, 2018; and

WHEREAS, staff made the requested changes to the Bicycle Transportation Map; 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 Future Land Use Map, Growth and Change Map, Park Master Plan Map, and Bicycle Transportation Map of the Comprehensive Plan, along with their descriptions, are hereby amended as depicted in attached Exhibit A, B, C, and D, respectively.

Section III. The primary format of the Comprehensive Plan is a publicly accessible website (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 22ND DAY OF OCTOBER 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

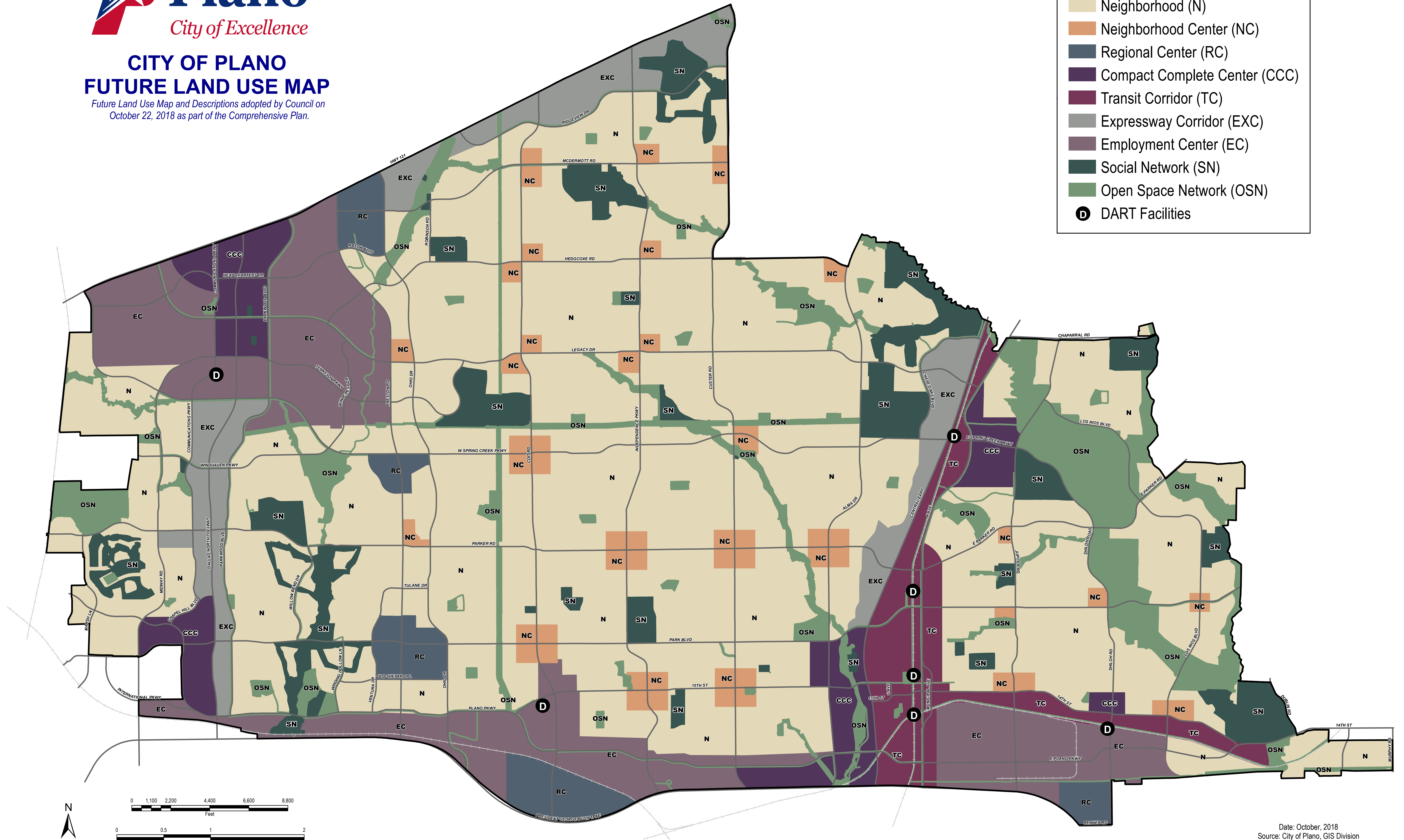


CITY OF PLANO FUTURE LAND USE MAP

Future Land Use Map and Descriptions adopted by Council on
October 22, 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)
- DART Facilities



Date: October, 2018
Source: City of Plano, GIS Division



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

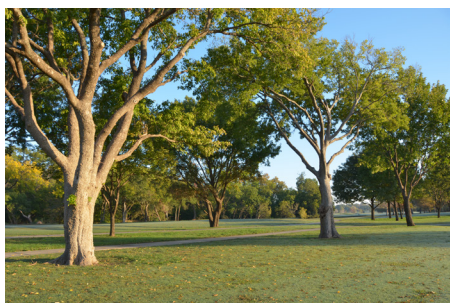
Employment Centers (EC)



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.

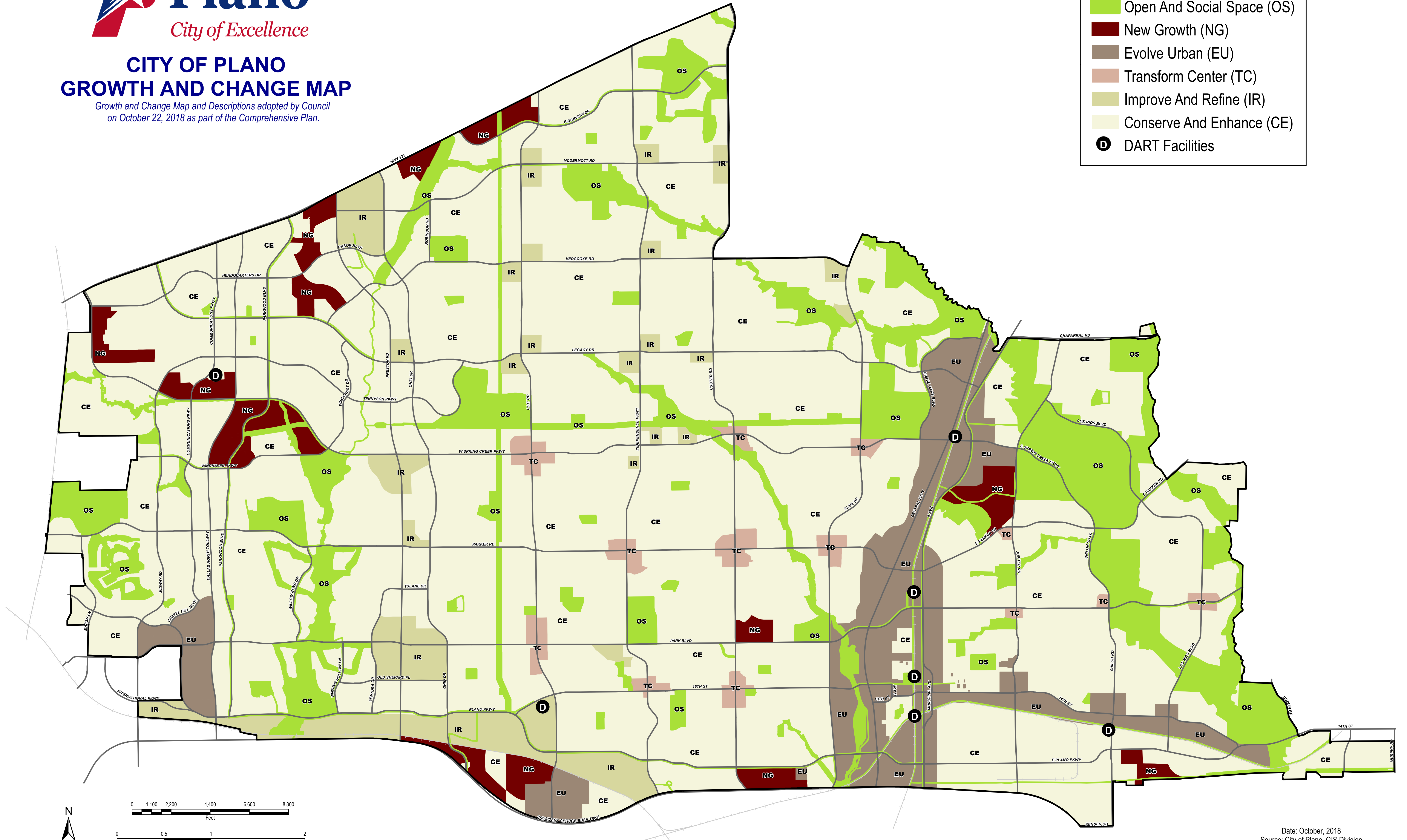


CITY OF PLANO GROWTH AND CHANGE MAP

Growth and Change Map and Descriptions adopted by Council
on October 22, 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)
- Conserve And Enhance (CE)
- DART Facilities



0 1,100 2,200 4,400 6,600 8,800
Feet

0 0.5 1 2
Miles

Date: October, 2018
Source: City of Plano, GIS Division



Plano Tomorrow

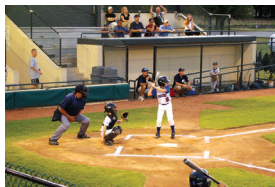
GROWTH AND CHANGE MAP DESCRIPTIONS

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.



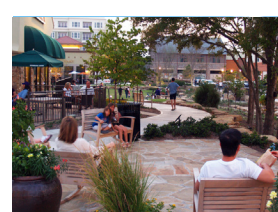
Evolve Urban (EU)

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.



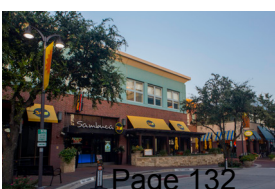
Improve and Refine (IR)

These areas are expected to experience moderate changes through infill, reuse, and redevelopment.



Conserve and Enhance (CE)

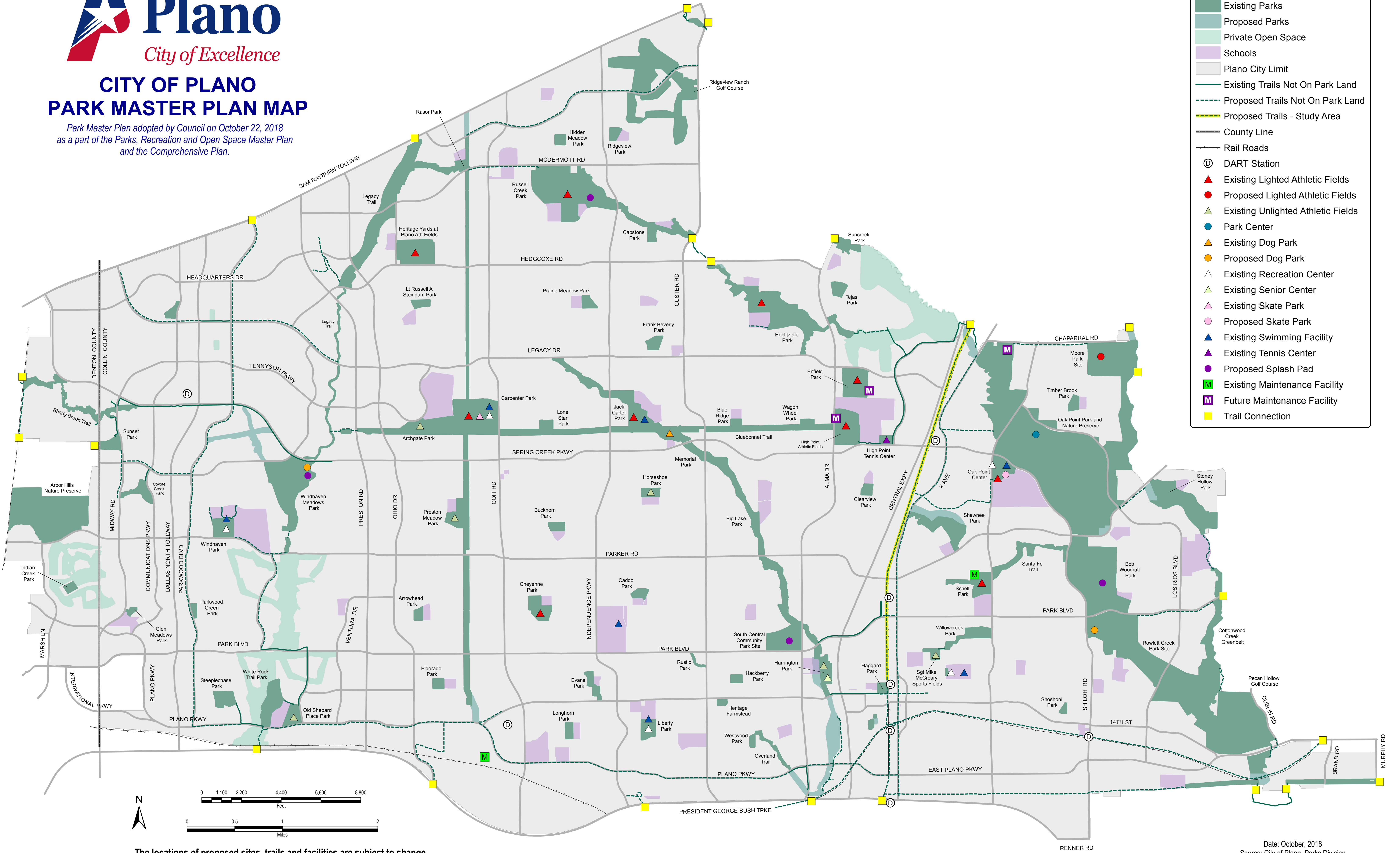
These areas are expected to retain the current form of development, but will experience some minor infill and ongoing rehabilitation consistent with the present form and character.





CITY OF PLANO
PARK MASTER PLAN MAP

Park Master Plan adopted by Council on October 22, 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.

Date: October, 2018
Source: City of Plano, Parks Division



CITY OF PLANO BICYCLE TRANSPORTATION MAP

*Bicycle Transportation Plan adopted by City Council on October 22, 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

95

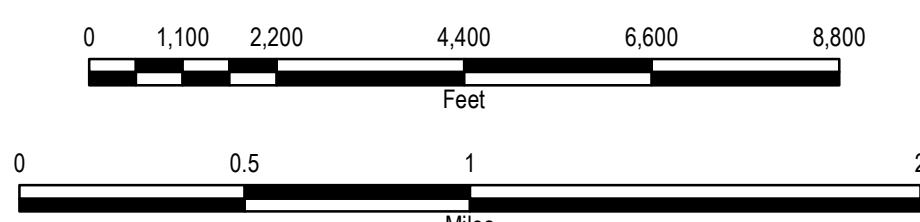
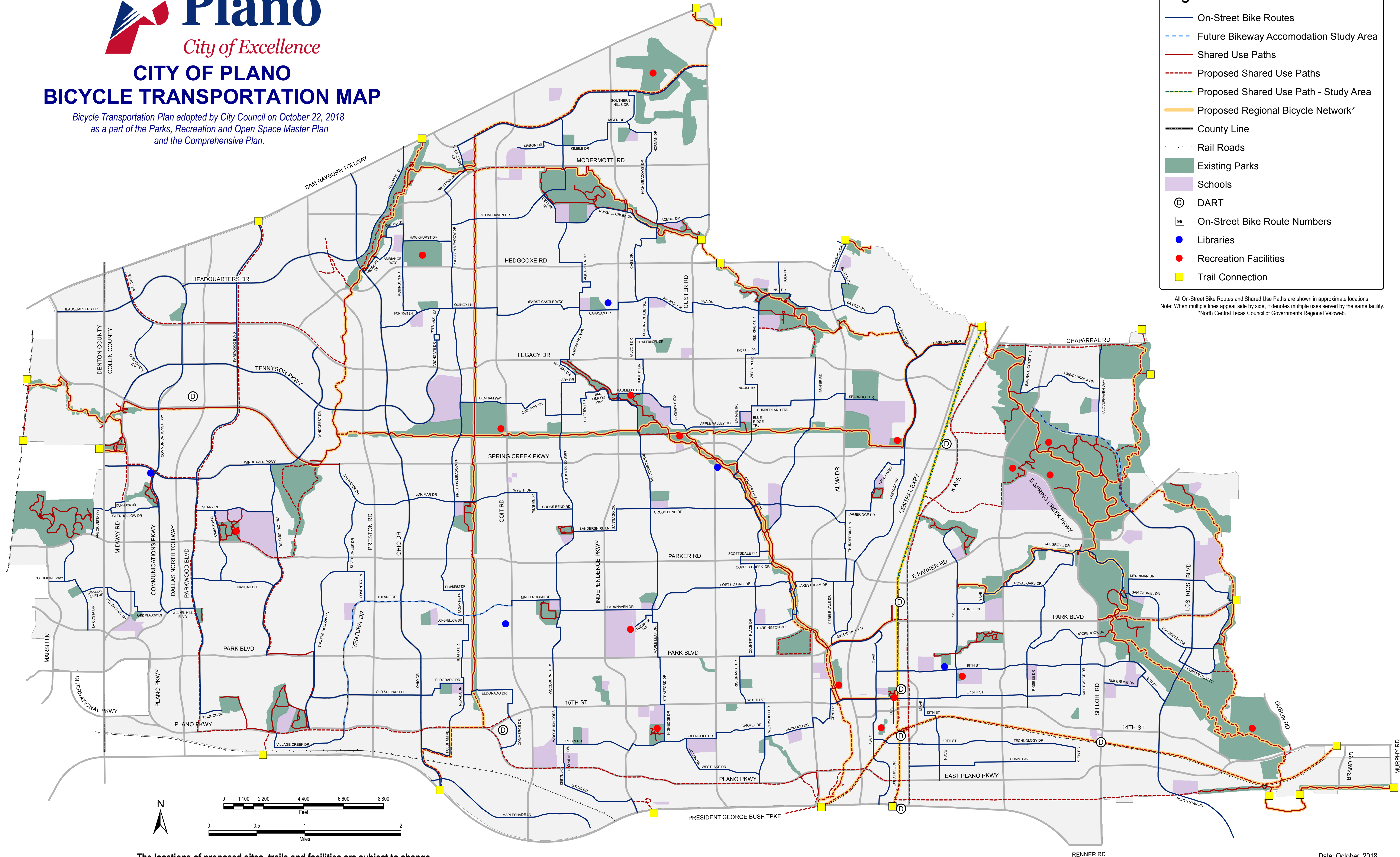
On-Street Bike Route Numbers

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



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Raini Layne

CAPTION

Ordinance No. 2018-10-10: To transfer the sum of \$175,000 from the Convention & Tourism Fund Unappropriated fund balance to the Convention & Tourism Operating Appropriation for fiscal year 2018-19 for the purpose of providing funding for the USA Softball 18U and 16U Gold National Tournament, amending the Budget of the City adopted by Ordinance No. 2018-9-9, specifically Section 1, Item "H", to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	12,353,540	0	12,353,540
Encumbered/Expended Amount	0	0	0	0
This Item	0	175,000	0	175,000
Balance	0	12,528,540	0	12,528,540

FUND(S): Convention & Tourism

COMMENTS:

This is the first supplemental appropriation for the FY 2018-19 Convention & Tourism Budget, totaling \$175,000. Anticipated additional hotel/motel tax revenues that exceed original revenue estimates in the 2018-19 Budget will offset this supplemental appropriation.

SUMMARY OF ITEM

Supplemental Appropriation No. 2

This supplemental appropriation provides funding for the USA Softball 18U and 16U Gold National Tournament. Approval would allow for the best utilization of the highest operating efficiency of the Parks & Recreation Department. This item will have a direct economic impact of an estimated \$3.8 million dollars on the City of Plano and the surrounding area, and adds expenditures to the Convention & Tourism Fund's 2018-19 Operating Budget.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Strong Local Economy, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Social Environment, Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	10/16/2018	Ordinance
Supplemental Appropriation Log	10/11/2018	Attachment

An Ordinance of the City of Plano, Texas, transferring the sum of \$175,000 from the Convention & Tourism Fund Unappropriated fund balance to the Convention & Tourism Operating Appropriation for fiscal year 2018-19 for the purpose of providing funding for the USA Softball 18U and 16U Gold National Tournament, amending the Budget of the City adopted by Ordinance No. 2018-9-9, specifically Section 1, Item “H”, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.

WHEREAS, the City Council of the City of Plano approved and adopted the budget for the City for fiscal year 2018-19 setting the appropriations for the Convention & Tourism Fund at \$12,353,540; and

WHEREAS, the City of Plano Parks & Recreation Department is requesting an additional appropriation in the total amount of \$175,000 to provide funding for the USA Softball 18U and 16U Gold National Tournament; and

WHEREAS, such costs cannot be fully met through appropriations in the existing budget; and

WHEREAS, the City Council now finds that additional appropriations to the Convention & Tourism Fund to provide funding for the USA Softball 18U and 16U Gold National Tournament allows for the best utilization of the highest operating efficiency of the Parks & Recreation Department, and that such action is a public necessity.

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

SECTION I. The estimated sum of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000) is hereby transferred from the Convention & Tourism Unappropriated fund balance to the Convention & Tourism Operating Appropriation, as reflected in Section 1, Item “H” of the ordinance.

SECTION II. The budget of the City of Plano for fiscal year 2018-19 as adopted by Ordinance No. 2018-9-9 is amended to reflect the action taken herein.

SECTION III. The actions taken herein are found and declared to be a case of public necessity.

SECTION IV. This Supplemental Appropriation No. 2 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE 22nd OF OCTOBER, 2018.

Harry LaRosiliere, **MAYOR**

ATTEST:

Lisa C. Henderson, **CITY SECRETARY**

APPROVED AS TO FORM:

Paige Mims, **CITY ATTORNEY**

**FY 2018-19
SUPPLEMENTAL APPROPRIATIONS**

Description	Department	Amount
Sand & Salt Storage Facility Construction	Public Works	900,000
TOTAL GENERAL FUND APPROPRIATIONS		<u>\$ 900,000</u>
TOTAL ECONOMIC DEVELOPMENT INCENTIVE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL PTV FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL CAPITAL RESERVE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL WATER & SEWER FUND		<u>\$ -</u>
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		<u>\$ -</u>
USA Softball Gold Nationals Tournament	Parks & Recreation	175,000
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		<u>\$ 175,000</u>
TOTAL RISK MANAGEMENT FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL GOLF COURSE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL RECREATION FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		<u>\$ -</u>
TOTAL COMMUNITY INVESTMENT PROGRAM APPROPRIATIONS		<u>\$ -</u>
GRAND TOTAL ALL FUNDS		<u>\$ 1,075,000</u>



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

CAPTION

Ordinance No. 2018-10-11: To amend Section 12-102 of Article V, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on certain sections of Springhurst Drive and to establish 2-hour parking zones on certain sections of Tigua Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted**

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	0	0	0
Balance	0	0	0	0

FUND(S): General Fund

COMMENTS: This item may impact revenue collected from parking fines due to the implementation of no parking zones and 2-hour parking zones outlined in the ordinance; however, the potential change in revenue from this action is indeterminable and likely to have minimal impact on the City of Plano's operating budget.

SUMMARY OF ITEM

See Memo of Recommendation

Strategic Plan Goal:

Safe Large City, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	10/5/2018	Memo
Location Map	9/24/2018	Map
Ordinance	10/4/2018	Ordinance

Date: October 22, 2018

To: Bruce D. Glasscock, City Manager

Via: B. Caleb Thornhill, P.E., Director of Engineering

From: Brian Shewski, P.E., Transportation Manager

Subject: Merriman Estates Residential Parking Restrictions

A resident from the Merriman Estates community reached out to Transportation Engineering Division to express concerns over Plano East Senior High School (PESH) students parking on Springhurst Drive and Tigua Drive. The community requested staff to consider parking restrictions on these streets due to overflow parking concerns from the PESH.

In order to deter abovementioned parking activities by PESH students in the community, staff recommends the following parking restrictions:

Springhurst Drive

- *From Tigua Drive west to approximately 525 feet on the north side and 495 feet on the south side*
- *No Stopping, Standing, or Parking*
- *9 AM – 3 PM on School Days*

Tigua Drive

- *Both sides of the street between Springhurst Drive and Redbridge Drive*
- *2-Hour Parking*
- *9 AM – 3 PM on School Days*

Similar parking restrictions have been implemented in the same community south of the PESH campus including Merriman Drive, Wilma Drive, and Karen Court. These parking restrictions have been shown to be effective in addressing PESH students parking in the neighborhood.

The residents along these streets completed a petition process to determine the level of community support. Ten out of 12 homeowners that would be affected by the parking restrictions indicated support for the proposed restrictions, which meets the 80 percent approval requirements for residential parking restrictions set forth by Transportation Engineering Division.

Transportation Engineering Division supports the proposed parking restrictions and recommends approval of the ordinance.

PLANO EAST
SENIOR HIGH

SPRINGHURST DR

TIGUA DR

**Proposed No Stopping, Standing, or Parking Zone
(9:00 am - 3:00 pm on School Days)**

REDBRIDGE DR

**Proposed 2-Hour Parking Zone
(9:00 am - 3:00 pm on School Days)**

LARKSPUR DR

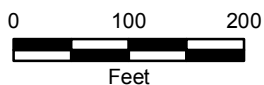
ROSECLIFF DR

PLUMRIDGE DR

SADDLERIDGE DR

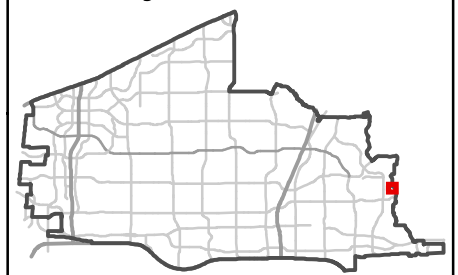
DOTTIE DR

MERRIMAN DR



Proposed Parking Restrictions Springhurst Drive & Tigua Drive

Project Location



An Ordinance of the City of Plano, Texas amending Section 12-102 of Article V, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on certain sections of Springhurst Drive and to establish 2-hour parking zones on certain sections of Tigua Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, Springhurst Drive is a 26-foot wide residential street and Tigua Drive is a 36-foot wide collector street located in the community abutting the south property line of the Plano East Senior High School of the Plano Independent School District; and

WHEREAS, there are PESH students parking daily on Springhurst Drive and Tigua Drive; and

WHEREAS, the HOA requested to expand the existing no parking zones in the neighborhood to include sections of these streets; and

WHEREAS, the HOA successfully completed a petition confirming the community support for the proposed parking restrictions; and

WHEREAS, the Transportation Engineering Division of the City of Plano proposes to amend certain sections of the Code of Ordinances to establish no parking, stopping, or standing zones along and upon Springhurst Drive and to establish 2-hour parking zones along and upon Tigua Drive within the city limits of the City of Plano in order to provide for the safety of the general public within the area.

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

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

Section II. Section 12-102 (e) of Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing, or Parking, of the Code of Ordinances, City of Plano, Texas, is hereby amended by the addition of the following subsection:

“Springhurst Drive:

- (1) Along the north side of Springhurst Drive from Tigua Drive to a point five hundred twenty-five (525) feet west of Tigua Drive between the hours 9:00 a.m. to 3:00 p.m. on school days.
- (2) Along the south side of Springhurst Drive from Tigua Drive to a point four hundred ninety-five (495) feet west of Tigua Drive between the hour 9:00 a.m. to 3:00 p.m. on school days”

Section III. Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing and Parking, of the City of Plano Code of Ordinances is hereby amended by adding Section 12-102 (g) as follows:

“(g) When signs are erected giving notice to such effect, it shall be unlawful for any person to park a vehicle for a period longer than two (2) hours during the times specified below, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer, along the following portions of the following streets on school days:

Tigua Drive:

- (1) Along both sides of Tigua Drive from its intersection with Springhurst Drive to its intersection with Redbridge Drive between the hours 9:00 a.m. to 3:00 p.m. on school days.”

Section IV. The Traffic Engineer of Plano is hereby authorized and directed to cause placement or removal of traffic control signs along the portions of the roadways described herein, and such sign shall give notice to all persons of the prohibition against stopping, standing, or parking in these areas.

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

Section VI. 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 VII. Any violation of any provision or term of this ordinance shall be a Class C Misdemeanor offense. Any person, firm, corporation, or association who is adjudged guilty of a Class C Misdemeanor offense under this ordinance shall be punished by a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

Section VIII. The repeal of any Ordinance or part of an Ordinance 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 IX. This Ordinance shall become effective from and after its passage and publication as required by law and after all necessary signs and pavement markings have been installed.

DULY PASSED AND APPROVED this 22nd 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: 10/22/2018

Department: Building Inspections

Department Head: Selso Mata

Agenda Coordinator: Lacey Thornton

CAPTION

Public Hearing and consideration of a request to waive the fifty (50) foot maximum height requirement for the construction of a flagpole, as required by Code of Ordinances Chapter 6, Article XII, Division 6, Section 6-501(a), to allow a flagpole to exceed the fifty (50) foot height requirement by 52.5 feet for an overall height of 102.5 feet to be located at 3033 West Presidential George Bush Hwy, Plano, Texas.
Applicant: Champion Partners **Conducted and approved**

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

A request to vary from Code of Ordinances Chapter 6, Article XII, Division 6, Section 6-501 (a), to allow a flag pole to exceed the 50 foot height requirement by 52.5 feet for an overall of 102.5 feet in height. This request is by Champion Partners represented by Don Wrightsman.

Section 6-501(a) provides that flagpoles are to be limited to a maximum height of fifty (50) feet, except that

the height requirement may be altered or waived if the City Council determines that such alteration or waiver is not detrimental to neighboring property.

Strategic Plan Goal:

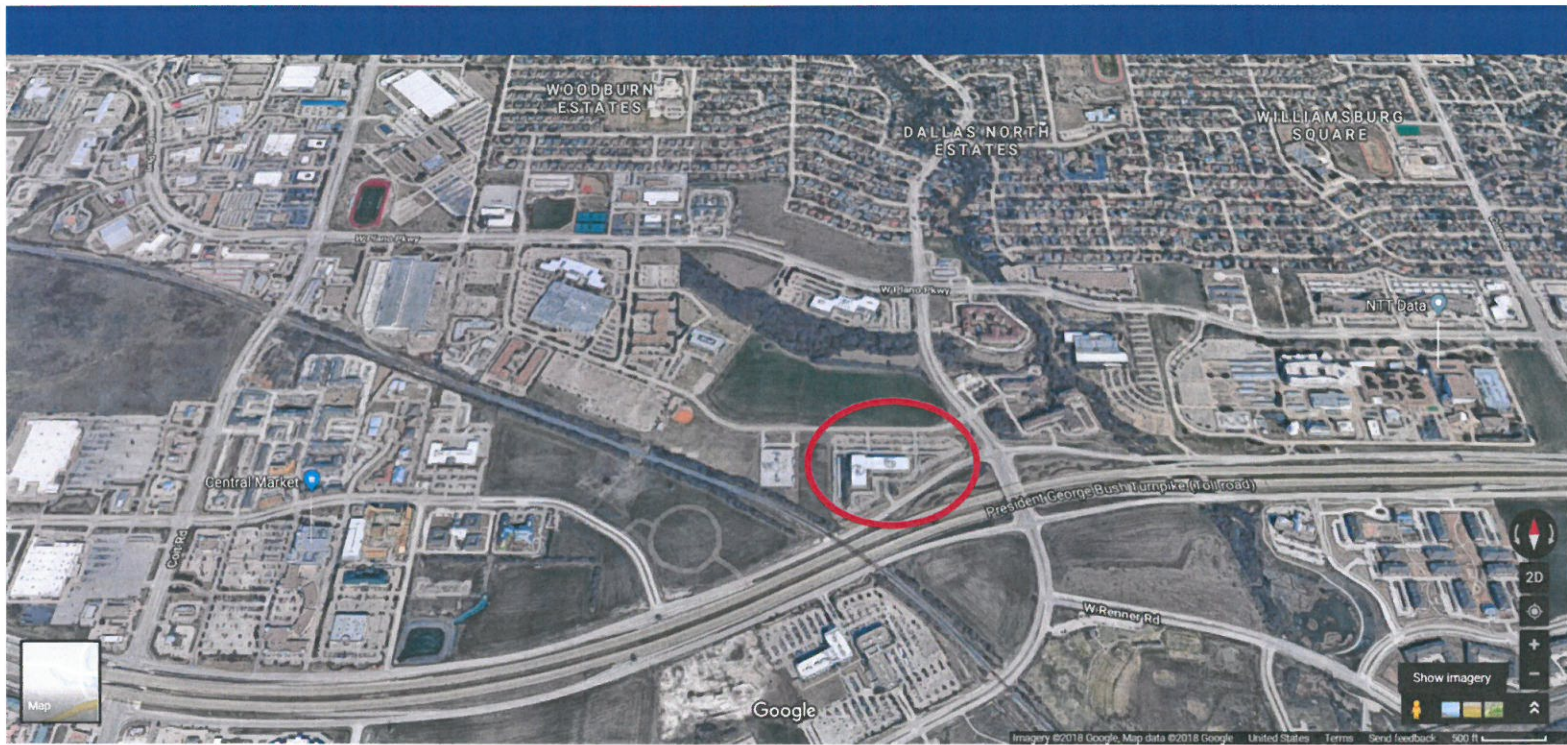
Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

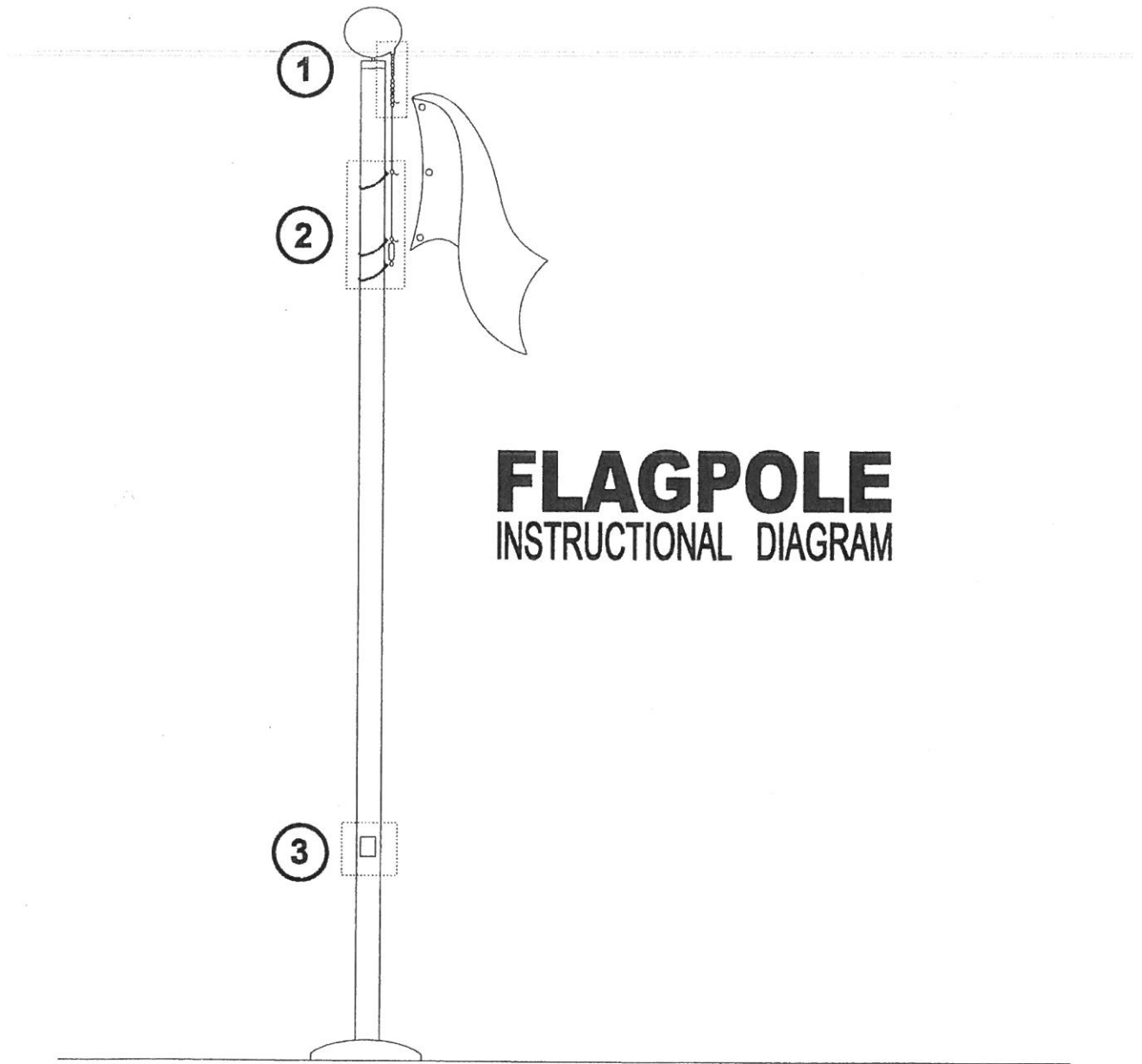
ATTACHMENTS:

Description	Upload Date	Type
Map	10/11/2018	Agreement
Building layout and flagpole diagram	10/11/2018	Agreement



Map View – 3033 W President George Bush Hwy





FLAGPOLE

INSTRUCTIONAL DIAGRAM



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

CAPTION

Public Hearing and adoption of Ordinance No. 2018-10-14 as requested in Zoning Case 2018-004 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 83 for Recreational Vehicle Sales and Service on 13.2 acres of land located at the northwest corner of U.S. Highway 75 and State Highway 190, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial and located within the 190 Tollway/Plano Parkway Overlay District; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Pitman Partners, LTD., North Texas Municipal Water District, and City of Plano
Conducted and 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:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
ZC 2018-004 Follow-Up	10/12/2018	P/Z Follow-up Memo
ZC 2018-004 Write Up	10/12/2018	Staff Report
ZC 2018-004 Locator	10/12/2018	Map
ZC 2018-004 Aerial	10/12/2018	Map
ZC 2018-004 Zoning Exhibit	10/16/2018	Exhibit
ZC 2018-004 Related Concept Plan	10/12/2018	Map
ZC 2018-004 Ordinance with Exhibits	10/12/2018	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. 4A - PUBLIC HEARING

ZONING CASE 2018-004

APPLICANTS: PITMAN PARTNERS, LTD., NORTH TEXAS MUNICIPAL WATER DISTRICT, AND CITY OF PLANO 94

Request for a Specific Use Permit for Recreational Vehicle Sales and Service on 13.2 acres located at the northwest corner of U.S. Highway 75 and State Highway 190. Zoned Corridor Commercial and located within the 190 Tollway/Plano Parkway Overlay District. Tabled September 4, 2018, and September 17, 2018. Project #ZC2018-004.

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

Commissioner Barbera stated that he was in opposition of approval of the Specific Use Permit prior to the execution of the right-of-way use agreement. Commissioner Beach did not state a reason for her opposition.

STIPULATIONS:

Speaker Card(s) Received	Support: <u>1</u>	Oppose: <u>1</u>	Neutral: <u>0</u>
Letters Received Within 200' Notice Area:	Support: <u>0</u>	Oppose: <u>0</u>	Neutral: <u>1</u>
Petition Signatures Received:	Support: <u>0</u>	Oppose: <u>0</u>	Neutral: <u>0</u>
Other Responses:	Support: <u>0</u>	Oppose: <u>3</u>	Neutral: <u>0</u>

Recommended for approval subject to the following:

1. Removal of the existing billboard sign.
2. Removal of the North Texas Municipal Water District lift station.

FOR CITY COUNCIL MEETING OF: October 22, 2018 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

RA/ks

xc: Tom Nelson, Pitman Partners, Ltd.
Stephanie Laughlin, Stantec
Rick Fambro, Fairway Group Real Estate
Jeanna Scott, Building Inspections Manager

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 1, 2018

Agenda Item No. 4A

Public Hearing: Zoning Case 2018-004

Applicants: Pitman Partners, Ltd., North Texas Municipal Water District, and
City of Plano

DESCRIPTION:

Request for a Specific Use Permit for Recreational Vehicle Sales and Service on 13.2 acres located at the northwest corner of U.S. Highway 75 and State Highway 190. Zoned Corridor Commercial and located within the 190 Tollway/Plano Parkway Overlay District. Tabled September 4, 2018, and September 17, 2018. Project #ZC2018-004.

REMARKS:

The applicant is requesting a Specific Use Permit (SUP) for Recreational Vehicle Sales and Service. 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 recreational vehicle sales and service as the retail sales, renting, leasing, and repair of new or pre-owned recreational vehicles.

The current zoning is Corridor Commercial (CC). The CC district is intended to provide for retail, service, office, and limited manufacturing uses within major regional transportation corridors. The regulations and standards of this district are reflective of the high traffic volumes and high visibility of these regional highways.

The subject property is mostly vacant except for a North Texas Municipal Water District (NTMWD) sanitary sewer lift station and an existing billboard sign. Richard Muraski, Assistant Deputy Director for Capital Improvement Program with NTMWD, has provided a zoning response letter indicating that the existing lift station is scheduled to be decommissioned in December 2020. Additionally, the applicant has agreed to remove the billboard sign as part of the SUP request. The existing billboard location conflicts with proposed site improvements and is not in conformance with existing overlay district signage requirements.

The subject property has several limitations that isolate the site from surrounding properties and impact development potential. Access to the property is only possible via the southbound U.S. Highway 75 frontage road, which abuts the eastern property line. The northern and western property lines are adjacent to an active Dallas Area Rapid Transit (DART) rail line, which is part of the Cotton Belt Corridor but does not include a station plan for access to this site. The southern property line is adjacent to an elevated portion of State Highway 190 right-of-way, and there is no frontage road along this portion of the highway providing access.

The SUP request is related to the relocation of an existing business, Plano Marine, which is currently located at the northwest corner of K Avenue and 10th Street. A concept plan, Main Marine Addition, Block A, Lot 1, accompanies this request as Agenda Item 4B.

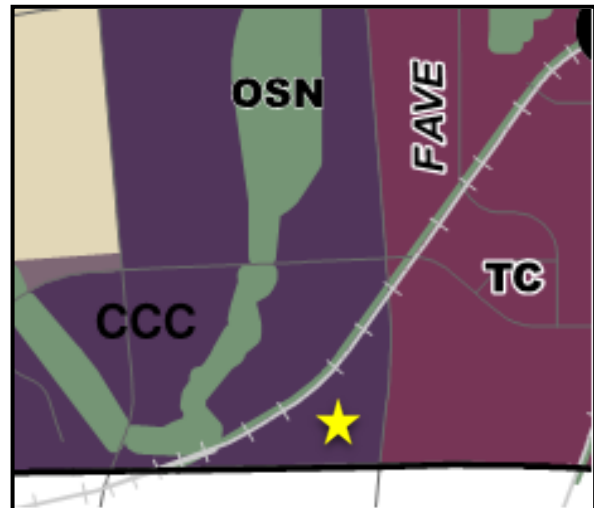
Surrounding Land Use and Zoning

North & West	DART right-of-way. North and west of the DART right-of-way are retail and religious facility uses zoned CC.
East	U.S. Highway 75 right-of-way. Across the highway are office uses zoned CC.
South	State Highway 190 right-of-way. South of the highway is a dog park located within the City of Richardson.

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 Center 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 CCC designation identifies areas that are expected to see new growth or experience significant redevelopment. The applicant's proposed layout, as shown on the companion concept plan, would be a significant redevelopment of the subject property. However, the requested use is not in conformance with typical CCC uses.

There are no proposed SUP restrictions intended to implement concepts of mixed-use, community design; however, the access limitations to this specific site make it unsuitable for connection to adjacent property.

The existing zoning allows a variety of uses, including office and retail. The property is not developed with those uses, perhaps due to access and other site limitations. Due to the unique development conditions associated with the subject property, and the redevelopment potential of the applicant's proposal, staff believes this request is neutral to the CCC future land use designation.

Area of Request

The requested SUP area includes 4.9 acres of city-owned right-of-way. The applicant is proposing to allow vehicle parking and related site improvements within the city's property, if the SUP is approved, with approval of a right-of-way use agreement. The companion concept plan shows that the applicant's property can accommodate development without using the right-of-way, should an agreement not be approved by the city.

The subject property is highly visible from the adjacent highways. However, as previously mentioned, the site has limited access, with no connectivity to properties to the west or north. Additionally, the southwest portion of the property is located within the floodplain. These site conditions limit the viability of the subject property and may discourage other businesses from choosing to develop in this location. With these considerations in mind, and with the applicant's proposed redevelopment of the existing billboard and lift station improvements, staff is in support of the SUP.

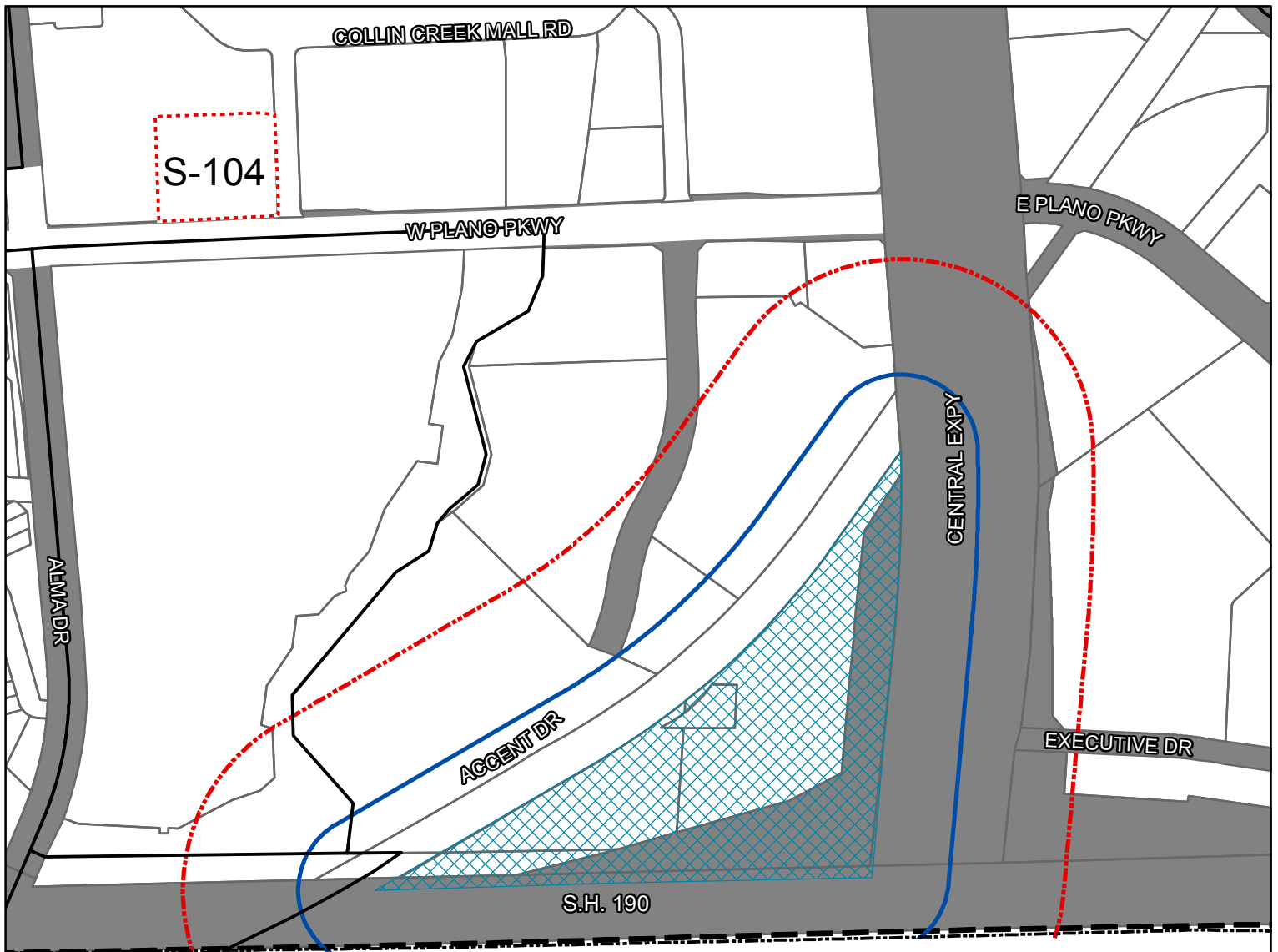
SUMMARY:

The applicant is requesting an SUP to allow Recreational Vehicle Sales and Service related to the relocation of an existing business. Although the request is not in conformance with typical land uses recommended by the CCC designation, it would constitute a redevelopment of the property, as recommended by the Comprehensive Plan. The subject property is constrained due to the adjacent highway rights-of-way and DART rail line, and is accessible only via the southbound U.S. 75 frontage road. The applicant is also requesting to use a portion of city right-of-way for additional vehicle parking. Due to the isolated nature of the existing property, and the potential redevelopment of the existing site improvements, staff is in support of the request.

RECOMMENDATION:

Recommended for approval subject to the following:

1. Removal of the existing billboard sign.
2. Removal of the North Texas Municipal Water District lift station.



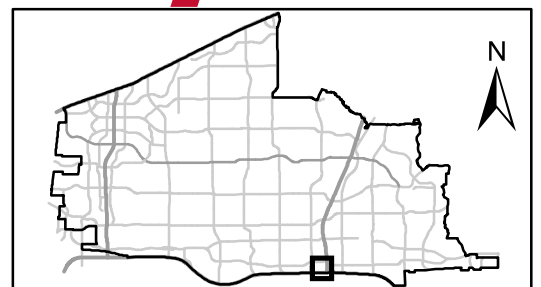
CITY OF RICHARDSON

Zoning Case #: 2018-004

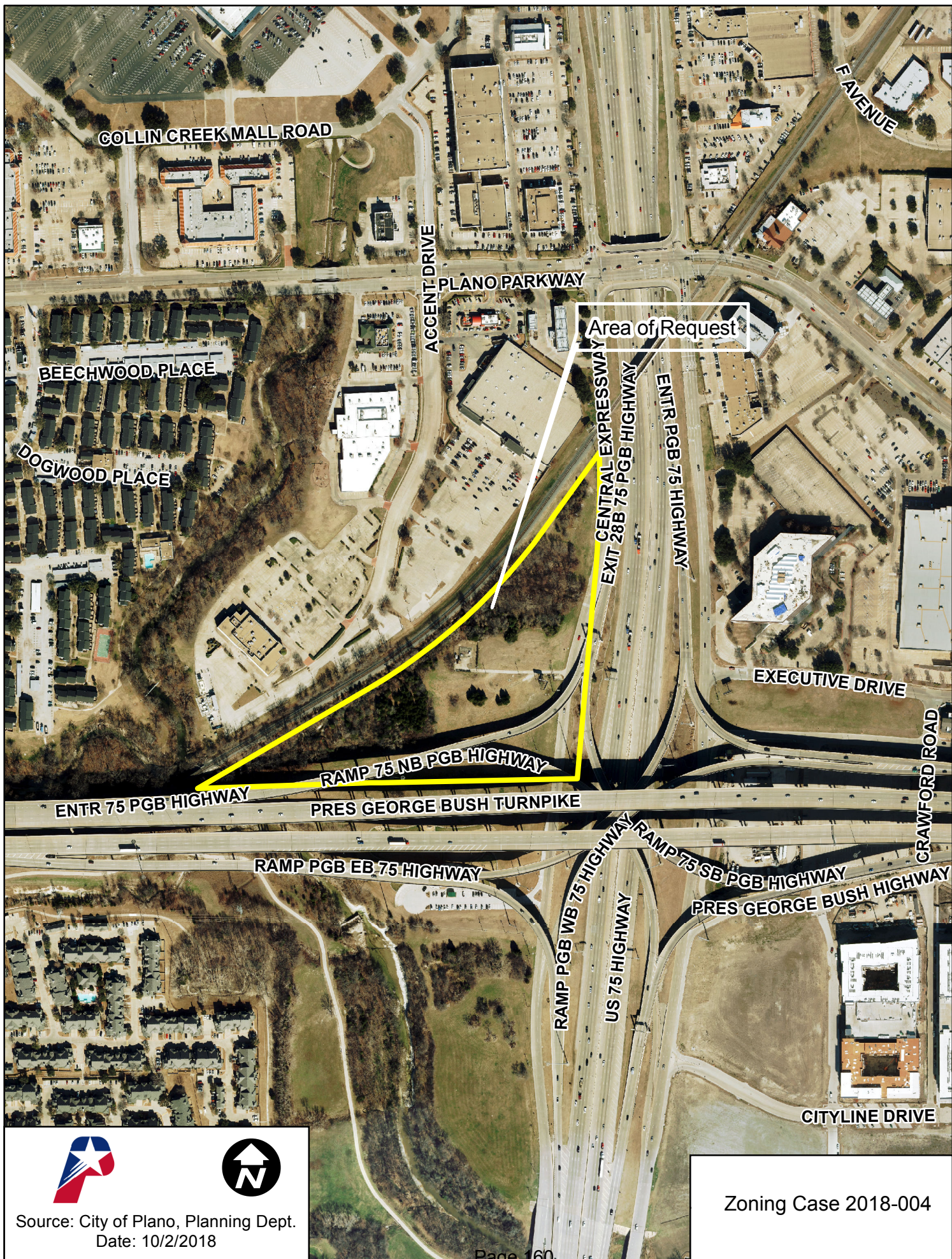
Existing Zoning: Corridor Commercial (CC) Located Within The 190 Tollway/Plano Parkway Overlay District

Proposed Zoning: Specific Use Permit for Recreational Vehicle Sales & Services

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

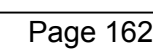


Source: City of Plano Planning Department



Source: City of Plano, Planning Dept.
Date: 10/2/2018

Zoning Case 2018-004



Zoning Case 2018-004

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. 83 for Recreational Vehicle Sales and Service on 13.2 acres of land out of the Samuel Clepper Survey, Abstract 216, and the James G. Vance Survey, Abstract 938, located at the northwest corner of U.S. Highway 75 and State Highway 190, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial and located within the 190 Tollway/Plano Parkway Overlay District; 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 22nd day of October 2018, for the purpose of considering granting Specific Use Permit No. 83 for Recreational Vehicle Sales and Service on 13.2 acres of land out of the Samuel Clepper Survey, Abstract 216, and the James G. Vance Survey, Abstract 938, located at the northwest corner of U.S. Highway 75 and State Highway 190, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial and located within the 190 Tollway/Plano Parkway Overlay District; 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 22nd of October 2018; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 83 for Recreational Vehicle Sales and Service on 13.2 acres of land out of the Samuel Clepper Survey, Abstract 216, and the James G. Vance Survey, Abstract 938, located at the northwest corner of U.S. Highway 75 and State Highway 190, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial and located within the 190 Tollway/Plano Parkway Overlay 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 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. 83 for Recreational Vehicle Sales and Service on 13.2 acres of land out of the Samuel Clepper Survey, Abstract 216, and the James G. Vance Survey, Abstract 938, located at the northwest corner of U.S. Highway 75 and State Highway 190, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial and located within the 190 Tollway/Plano Parkway Overlay District, said property being more fully described on the legal description in Exhibit A attached hereto.

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

1. Removal of the existing billboard sign.
2. Removal of the North Texas Municipal Water District lift station.

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 22ND DAY OF OCTOBER 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2018-004

Being a 13.162 acres (573,339 square feet) of land situated in the Samuel Clepper Survey, Abstract 216 and the James G. Vance Survey, Abstract 938, in Collin County, Texas and being all of a called 8.2785 acre tract of land, conveyed to Pitman Partners, LTD, as recorded under Collin County Clerk's File (C.C.C.F.) No. 96-0100464, Save and Except a called 0.302 acre tract of land, conveyed to the City of Plano, as recorded under C.C.C.F. No. 96-0100464, said 13.162 acre parcel being more particularly described by metes and bounds as follows:

Beginning at a 5/8-inch iron rod with cap stamped "STANTEC" set at the intersection of the westerly right-of-way line of U.S. Highway No. 75 (width varies) and the southeasterly right-of-way line of Dallas Area Rapid Transit, also known as St. Louis & Southwestern Railroad (called 100 feet wide) as recorded in Volume 39, Page 79 of the Collin County Deed Records (C.C.D.R.), also marking the northerly corner of said 13.162 acre tract and of the herein described parcel;

Thence, along the westerly right-of-way of said U.S. Highway No. 75 and the east line of said 8.2785 acre tract, also along a curve to the right having a central angle of $00^{\circ}52'18''$, a radius of 3639.72 feet, a chord bearing and distance of South $01^{\circ}04'32''$ East, 55.37 feet, and arc length of 55.37 feet to 1/2-inch iron rod found, marking the northerly corner of a called 8.8013 acre tract, conveyed to City of Plano, as recorded in Volume 3293, Page 697 of the C.C.D.R., also being an angle point of said 8.2785 acre tract and the end of said curve to the right;

Thence, continuing along the westerly right-of-way of said U.S. Highway No. 75 and the east line of said 8.8013 acre tract, also along a curve to the right having a central angle of $06^{\circ}38'55''$, a radius of 3640.66 feet, a chord bearing and distance of South $02^{\circ}41'08''$ West, 422.23 feet, and an arc length of 422.47 feet, to an angle point;

Thence, South $05^{\circ}05'43''$ West, continuing along the westerly right-of-way of said U.S. Highway No. 75 and the east line of said 8.8013 acre tract, a distance of 634.45 to an angle point, marking the Southeast corner of said 8.8013 acre tract and the Northeast corner of called 1.3171 acre tract, conveyed to the City of Plano, as recorded in Volume 3293, Page 697 of the C.C.D.R., same point being the Southeast property corner of said 13.162 acre tract;

Thence, South $88^{\circ}47'52''$ West, along the south line of said 8.8013 acre tract and the north line of said 1.3171 acre tract, a distance of 664.53 feet to an angle point;

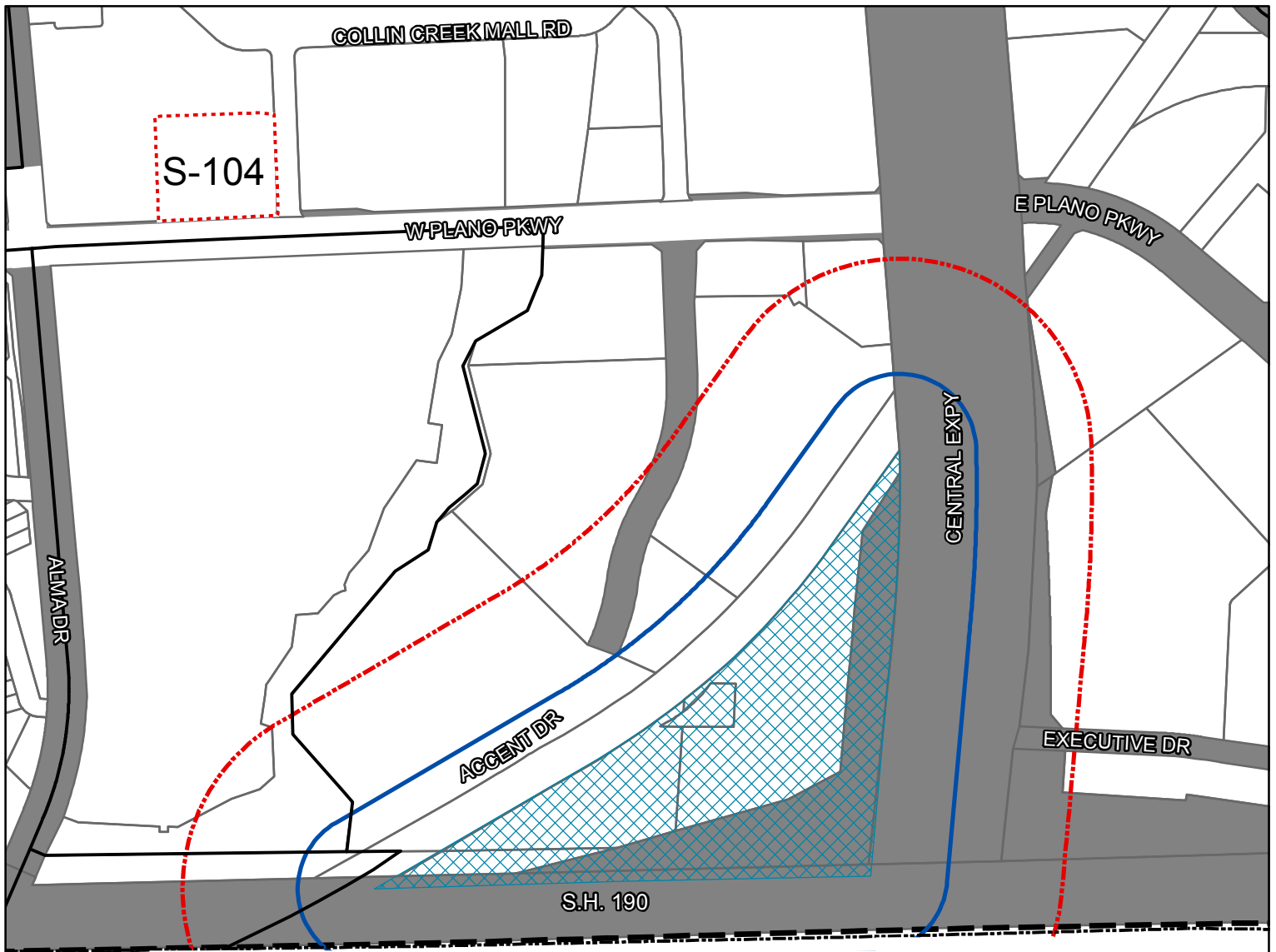
Thence, South $88^{\circ}13'12''$ West, over and across said 1.3171 acres, a distance of 40.01 feet, to a point, on the most northeast line of said 1.3171 acres;

Thence, South $88^{\circ}13'12''$ West, leaving said 1.3171 acre tract, over and across said 8.8013 acres, a distance of 588.51 feet, to a 5/8" iron rod with cap stamped "STANTEC" set marking the westerly corner of said 13.162 acre tract and a gore point of said 8.8013 acre tract; also being a point on the southeasterly right-of-way line of said railroad tract of land;

Thence, along the southeasterly line of said railroad tract of land and the northwesterly line of said 8.8725 acre tract, the following bearings and distances: North $59^{\circ}44'58''$ East, a distance of 671.38 feet to a 5/8-inch iron rod with cap stamped "STANTEC" marking the beginning of a curve to the left;

Thence, along the arc of said curve to the left having a central angle of $24^{\circ}00'25''$, a radius of 1959.86 feet, a chord bearing and distance of North $47^{\circ}44'46''$ East, 815.19 feet, and an arc length of 821.18 feet to a 5/8-inch iron rod with cap stamped "STANTEC" set marking the end of said curve to the right;

Thence, North $35^{\circ}44'33''$ East, a distance of 315.60 feet to the POINT OF BEGINNING, containing an area of 13.162 acres (573,339 square feet) of land.

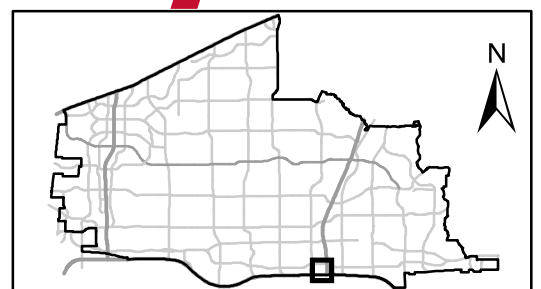


Zoning Case #: 2018-004

Existing Zoning: Corridor Commercial (CC) Located Within The 190 Tollway/Plano Parkway Overlay District

Proposed Zoning: Specific Use Permit for Recreational Vehicle Sales & Services

- | | | |
|---|---|---|
| <ul style="list-style-type: none"> --- Zoning Boundary Change/SUP --- City Limits --- Zoning Boundary | <ul style="list-style-type: none"> --- Specific Use Permit 500' Courtesy Notification Buffer 200' Notification Buffer | <ul style="list-style-type: none"> Subject Property Right-of-Way |
|---|---|---|





* NOTES *

OWNER (TRACT I):
PITMAN PARTNERS LTD
2101 CEDAR SPRINGS ROAD
SUITE 600
DALLAS, TEXAS 75201
CONTACT: TOM NELSON

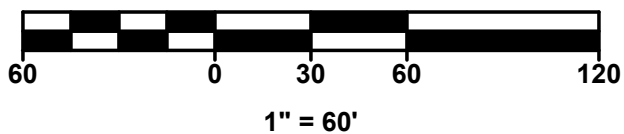
DEVELOPER/APPLICANT
PLANO MARINE
1105 K AVENUE
PLANO, TEXAS 75074
CONTACT: BENNY RAY

OWNER (TRACT II):
NORTH TEXAS MUNICIPAL
WATER DISTRICT
501 E BROWN STREET
WYLIE, TEXAS 75098
PHONE: (972) 442-5405
CONTACT: TOM KULA

CIVIL ENGINEER/PREPARER:
STANTEC CONSULTING SERVICES INC
12222 MERIT DRIVE
SUITE 400
DALLAS, TEXAS 75251
PHONE: (972) 991-0011
CONTACT: STEPHANIE LAUGHLIN, P.E.
TBPE #: F-6324

OWNER:
CITY OF PLANO
1520 K AVENUE
PLANO, TEXAS 75074

SURVEYOR:
STANTEC CONSULTING SERVICES INC.
580 WESTLAKE PARK BOULEVARD
SUITE 1000
HOUSTON, TEXAS 77079
PHONE: (713) 587-5744
CONTACT: STEPHEN GODINICH, RPLS
TBPLS #: F-10194229



BEING A 13.162 ACRES (573,339 SQUARE FEET) OF LAND SITUATED IN THE SAMUEL CLEPPER SURVEY, ABSTRACT 216 AND THE JAMES G. VANCE SURVEY, ABSTRACT 938, IN COLLIN COUNTY, TEXAS AND BEING ALL OF A CALLED 8.2785 ACRES TRACT OF LAND, CONVEYED TO PITMAN PARTNERS, LTD, AS RECORDED UNDER COLLIN COUNTY CLERK'S FILE (C.C.F.) NO. 96-0100464, SAY AND EXCEPT A CALLED 0.302 ACRE TRACT OF LAND, CONVEYED TO THE CITY OF PLANO, AS RECORDED UNDER C.C.F. NO. 96-0100464, SAID 13.162 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "STANTEC" SET AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 75 (WIDTH VARIES) AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF DALLAS AREA RAPID TRANSIT, ALSO KNOWN AS ST. LOUIS & SOUTHWESTERN RAILROAD (CALLED 100 FEET WIDE) AS RECORDED IN VOLUME 39, PAGE 79 OF THE COLLIN COUNTY DEED RECORDS (C.C.D.R.), ALSO MARKING THE NORTHERLY CORNER OF SAID 13.162 ACRE TRACT AND OF THE HEREIN DESCRIBED PARCEL;

THENCE, ALONG THE WESTERLY RIGHT-OF-WAY OF SAID U.S. HIGHWAY NO. 75 AND THE EAST LINE OF SAID 8.2785 ACRE TRACT, ALSO ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00°52'18", A RADIUS OF 3639.72 FEET, A CHORD BEARING AND DISTANCE OF S001°04'32" EAST, 55.37 FEET, AND ARC LENGTH OF 55.37 FEET TO 1/2-INCH IRON ROD FOUND, MARKING THE NORTHERLY CORNER OF A CALLED 8.8013 ACRE TRACT, CONVEYED TO CITY OF PLANO, AS RECORDED IN VOLUME 3293, PAGE 697 OF THE C.C.D.R., ALSO BEING AN ANGLE POINT OF SAID 8.2785 ACRE TRACT AND THE END OF SAID CURVE TO THE RIGHT;

THENCE, CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY OF SAID U.S. HIGHWAY NO. 75 AND THE EAST LINE OF SAID 8.8013 ACER TRACT, ALSO ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 06°38'55", A RADIUS OF 3640.66 FEET, A CHORD BEARING AND DISTANCE OF S02°41'08" WEST, 422.23 FEET, AND AN ARC LENGTH OF 422.47 FEET, TO AN ANGLE POINT;

THENCE, SOUTH 05°05'43" WEST, CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY OF SAID U.S. HIGHWAY NO. 75 AND THE EAST LINE OF SAID 8.8013 ACRE TRACT, A DISTANCE OF 634.45 TO AN ANGLE POINT, MARKING THE SOUTHEAST CORNER OF SAID 8.8013 ACRE TRACT AND THE NORTHEAST CORNER OF CALLED 1.3171 ACRE TRACT, CONVEYED TO THE CITY OF PLANO, AS RECORDED IN VOLUME 3293, PAGE 697 OF THE C.C.D.R., SAME POINT BEING THE SOUTHEAST PROPERTY CORNER OF SAID 13.162 ACRE TRACT;

THENCE, SOUTH 88°47'52" WEST, ALONG THE SOUTH LINE OF SAID 8.8013 ACRE TRACT AND THE NORTH LINE OF SAID 1.3171 ACRE TRACT, A DISTANCE OF 664.53 FEET TO AN ANGLE POINT;

THENCE, SOUTH 88°13'12" WEST, OVER AND ACROSS SAID 1.3171 ACRES, A DISTANCE OF 40.01 FEET, TO A POINT, ON THE MOST NORTHEAST LINE OF SAID 1.3171 ACRES;

THENCE, SOUTH 88°13'12" WEST, LEAVING SAID 1.3171 ACRE TRACT, OVER AND ACROSS SAID 8.8013 ACRES, A DISTANCE OF 588.51 FEET, TO A 5/8" IRON ROD WITH CAP STAMPED "STANTEC" SET MARKING THE WESTERLY CORNER OF SAID 13.162 ACRE TRACT AND A GORE POINT OF SAID 8.8013 ACRE TRACT; ALSO BEING A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD TRACT OF LAND;

THENCE, ALONG THE SOUTHEASTERLY LINE OF SAID RAILROAD TRACT OF LAND AND THE NORTHWESTERLY LINE OF SAID 8.8725 ACRE TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

NORTH 59°44'58" EAST, A DISTANCE OF 671.38 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "STANTEC" MARKING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24°00'25", A RADIUS OF 1959.86 FEET, A CHORD BEARING AND DISTANCE OF NORTH 47°44'46" EAST, 815.19 FEET, AND AN ARC LENGTH OF 821.18 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "STANTEC" SET MARKING THE END OF SAID CURVE TO THE RIGHT;

THENCE, NORTH 35°44'33" EAST, A DISTANCE OF 315.60 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 13.162 ACRES (573,339 SQUARE FEET) OF LAND.

ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE
COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF
1983. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE.

BEING 13.162 ACRES OUT OF THE
SAMUEL CLEPPER SURVEY, ABSTRACT NO. 216
JAMES G. VANCE SURVEY, ABSTRACT NO. 938
CITY OF PLANO, COLLIN COUNTY, TEXAS
AUGUST 21, 2018

Client/Project

Permit-Seal

8



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 10/22/2018

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

CAPTION

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2018-019 to waive the 300-foot distance separation from arcade use to the residential zoning district, and to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 84 for Arcade on 0.1 acre located 570 feet west of Custer Road and 810 feet south of 15th Street in the City of Plano, Collin County, Texas, presently zoned Planned Development-79-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: Asian New Century Square, LLC **Conducted and denied**

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:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
ZC 2018-019 Follow Up	10/12/2018	P/Z Follow-up Memo
ZC 2018-019 Write Up	10/12/2018	Staff Report
ZC 2018-019 Locator	10/12/2018	Map
ZC 2018-019 Aerial	10/12/2018	Map
ZC 2018-019 Exhibit Bold	10/16/2018	Map
ZC 2018-019 Letter from Applicant	10/12/2018	Letter
ZC 2018-019 Ordinance with Exhibits	10/16/2018	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

GA

AGENDA ITEM NO. 7 - PUBLIC HEARING

ZONING CASE 2018-019

APPLICANT: ASIAN NEW CENTURY SQUARE, LLC

Request for a Specific Use Permit for Arcade on 0.1 acre located 570 feet west of Custer Road and 810 feet south of 15th Street. Zoned Planned Development-79-Retail. Project #ZC2018-019.

APPROVED: 7-1 **DENIED:** **TABLED:**

The Commissioner voting in opposition did not state a reason for their opposition.

STIPULATIONS:

Speaker Card(s) Received	Support: <u>1</u>	Oppose: <u>3</u>	Neutral: <u>0</u>
Letters Received Within 200' Notice Area:	Support: <u>0</u>	Oppose: <u>2</u>	Neutral: <u>1</u>
Petition Signatures Received:	Support: <u>0</u>	Oppose: <u>0</u>	Neutral: <u>0</u>
Other Responses:	Support: <u>6</u>	Oppose: <u>18</u>	Neutral: <u>0</u>

Recommended for approval subject to the following:

1. Waiving the 300-foot distance separation from the residential zoning district to the west 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. Arcade machines have the following restrictions:
 - a. Maximum of 57 computers, 5 gaming consoles, and 5 cabinet machines are permitted.
 - b. Must not have wireless internet capability or access.
3. Alcohol must not be served.

FOR CITY COUNCIL MEETING OF: October 22, 2018 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

CF/ks

xc: Jian Liu, Asian New Century Square, LLC
Zichaun Qiu
Kim Duncan, Bear Design Build

<https://goo.gl/maps/QM4wsWE4DVB2>

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 1, 2018

Agenda Item No. 7

Public Hearing: Zoning Case 2018-019

Applicant: Asian New Century Square, LLC

DESCRIPTION:

Request for a Specific Use Permit for Arcade on 0.1 acre located 570 feet west of Custer Road and 810 feet south of 15th Street. Zoned Planned Development-79-Retail. Project #ZC2018-019.

REMARKS:

The subject property is a 2,500 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:

“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.”

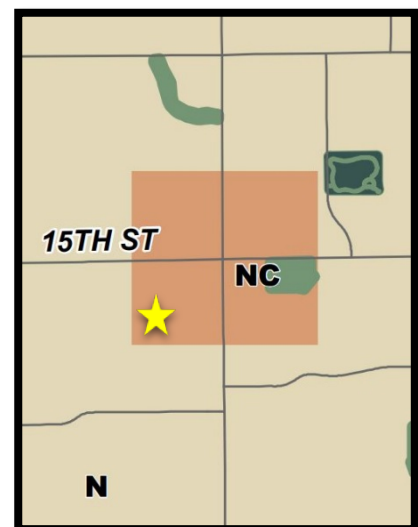
Surrounding Land Use and Zoning

North	Existing shopping center with retail, restaurant, grocery store, and personal services uses zoned PD-79-R
East	Existing shopping center with retail, restaurant, medical office, private school, and personal service uses zoned Retail PD-79-R with Specific Use Permit #129 for Private School
South	Across Dolphin Drive, single-family residences zoned Single-Family Residence-9 (SF-9)
West	Across Greenway Drive, single-family residences 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 Williamsburg Square neighborhood is located immediately to the west and south of the subject property and is zoned Single-Family Residence-9. The front door of the proposed arcade is 100 feet from the nearest SF-9 zoning district line to the west, and 170 feet from the SF-9 district to the south, as measured in a direct line from the front entrance to the SF-9 zoning district lines in the middle of the adjacent streets.
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. There are no public or parochial schools within 1,000 feet of the subject property.

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 a waiver from the residential separation requirement 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 uses.

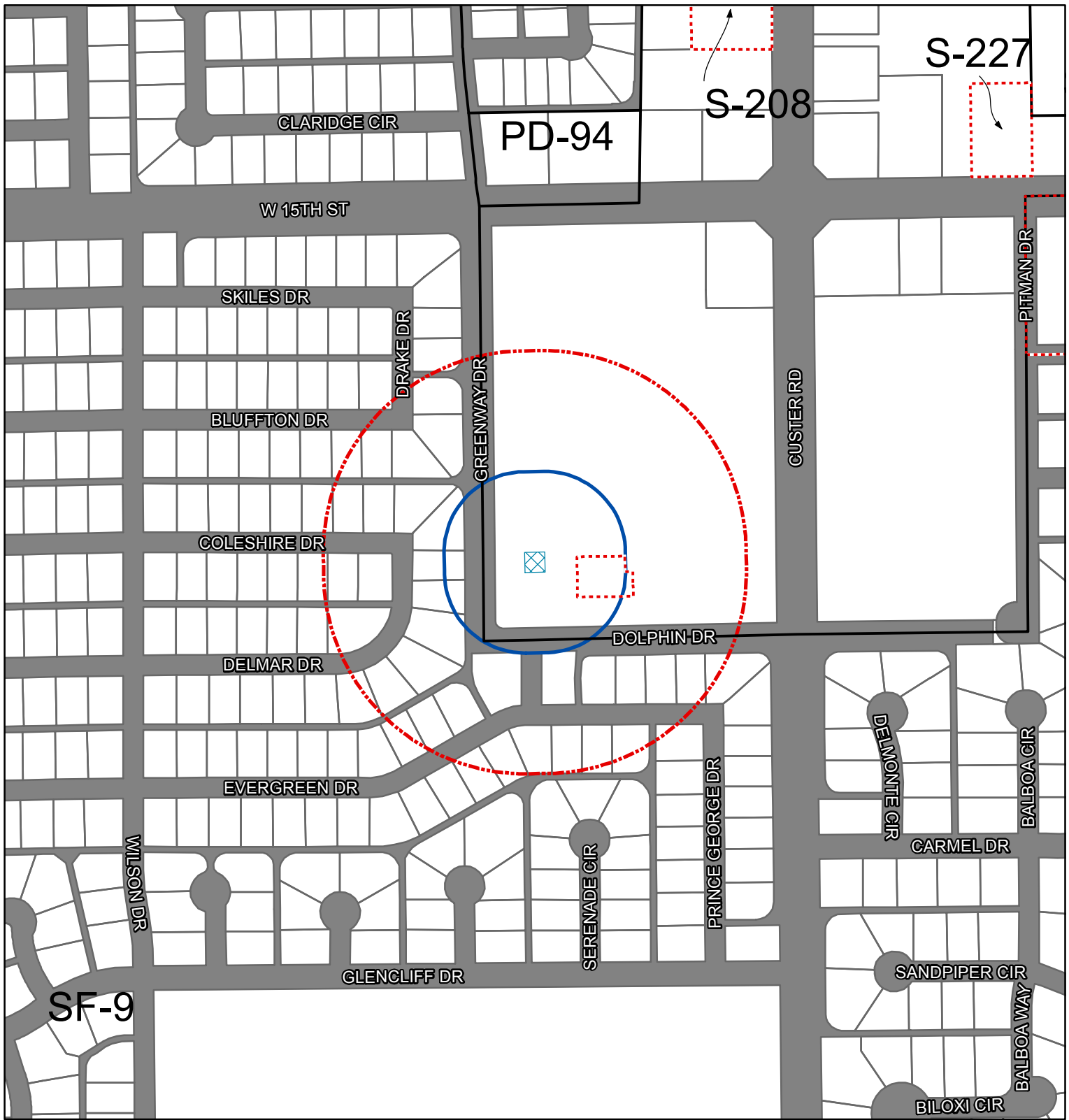
Summary

The proposed arcade is complementary 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 west 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. Arcade machines have the following restrictions:
 - a. Maximum of 57 computers, 5 gaming consoles, and 5 cabinet machines are permitted.
 - b. Must not have wireless internet capability or access.
3. Alcohol must not be served.

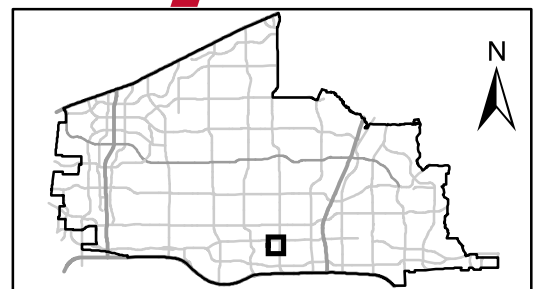


Zoning Case #: ZC2018-019

Existing Zoning: Planned Development-79-Retail (PD-79-R)

Proposed Zoning: Specific Use Permit for Arcade

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





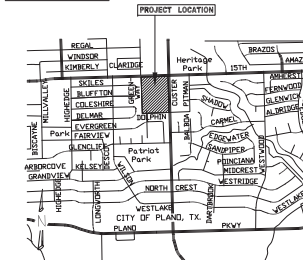
Source: City of Plano, Planning Dept.
Date: 9/20/2018

Zoning Case 2018-019



Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats, or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

VICINITY MAP



LEGAL DESCRIPTION

BEING that certain 2,500 square foot [0.057 acre] tract of land situated in the William Fitzhugh Survey, Abstract No. 308, City of Plano, Collin County, Texas, and being a portion of that certain tract of land to Asian New Century Square, LLC, a Texas limited liability company, by Special Warranty Deed (with Vendor's Lien) recorded in Instrument Number 20170801001018690, Official Public Records, Collin County, Texas, and being a portion of Lot 1R, Block 2 of the Replat of Lot 1, Block 2 of Pitman Corners Addition, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet H, Page 546, Plat Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the southwest corner of said Lot 1, same being the northeast intersection of the north right-of-way line of Dolphin Drive (a called 60' right-of-way) with the east right-of-way line of Greenway Drive (a called 60' right-of-way);

THENCE North 00 deg. 23 min. 39 sec. East, along the common line of said Lot 1, and the east right-of-way line of said Greenway Drive, a distance of 140.87 feet to an angle point;

THENCE through the interior of said Lot 1 as follows:

South 89 deg. 36 min. 21 sec. East, a distance of 76.54 feet to a point for the southwest corner of the herein described tract, same being the POINT OF BEGINNING;

North 00 deg. 03 min. 59 sec. West, a distance of 50.00 feet to a point for the northwest corner of the herein described tract;

North 89 deg. 56 min. 01 sec. East, a distance of 50.00 feet to a point for the northeast corner of the herein described tract;

South 00 deg. 03 min. 59 sec. East, a distance of 50.00 feet to a point for the southeast corner of the herein described tract;

South 89 deg. 56 min. 01 sec. West, a distance of 50.00 feet to the POINT OF BEGINNING and containing 2,500 square feet or 0.057 acre of computed land, more or less.

CONTACT

LANDLORD:

ASIAN NEW CENTURY SQUARE, LLC
2805 BRENNER DR. DALLAS, TX 75230
T) 469-595-2174
E) tshou@necsquare.com

TENANT:

ZICHUAN GU
9029 CYNTHIA DR. LEWISVILLE, TX 75066
T) 760-858-0000
E) qzichuan@gmail.com

PREPARED BY:

BEAR DESIGN BUILD
2805 VILLA CREEK DR. #10, DALLAS, TX 75234
T) 469-682-1098
E) bdesign@bdesignbuild.com

ZONING EXHIBIT

CITY PROJECT #ZC2018-019
SPECIFIC USE PERMIT FOR ARCADE
2,500 SQUARE FEET OR 0.057 ACRES
PITMAN CORNERS ADDITION
LOT 1R, BLOCK 2
CAB. H, PG. 546
P.R.C.C.T.

PLANO, TX

#ZC2018-019

A1.01

2/20/2018
2/20/2018

To City of Plano

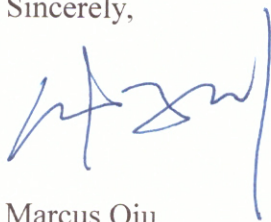
As the e-sport industry rapid developed recent years all over the world, places like Panda Q Gaming Lab has been desired for individual gamers and e-sport teams who seeking to practice their gaming skills with the most professional experience. We will be having 57 top line PCs, open 7 days a week, from 12pm-12am. Bottled drinks and snacks will be provided. Alcohol will not be served.

Because our business has to use the “arcade” category, we are requesting the zoning change in our location. Our business is separated from the residential zone by a street, a solid masonry screening wall, and an alley. We request City Council to waive the 300’ separation from a residentially zoned property per Article 15.100 of the Zoning Ordinance. The whole environment will be peace and quiet, a comfortable place for players to come.

When it comes to network security, fast and stable network system is required to be able to run 57 PCs, each PC has its own cable line, 57 individual cables connect to a network server, which is a higher level network system than any public or home networks. High level network system is one of the major components that support 57 PCs playing games at the same time, that means a residential Wi-Fi network can not support them and all PCs will not be able to access Wi-Fi.

Panda Q Gaming Lab is a perfect place for all gamers, as well as expert gamers who seeking to join esports as their career. In general, the age range of our target customers will be between 18 and 34. Instead of them investing a PC to get start, we will provide great equipment they need to practice out better skills. Hopefully, our business will help expert gamers out to have an easy start to their career, and fun place to enjoy for all e-sport players. We appreciate the City of Plano for this opportunity. Thank you.

Sincerely,



Marcus Qiu

Panda Q Gaming Lab

Zoning Case 2018-019

An Ordinance of the City of Plano, Texas, waiving the 300-foot distance separation from arcade use to the residential zoning district, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 84 for Arcade on 0.1 acre of out of the William Fitzhugh Survey, Abstract 308, located 570 feet west of Custer Road and 810 feet south of 15th Street in the City of Plano, Collin County, Texas, presently zoned Planned Development-79-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 22nd day of October 2018, for the purpose of granting Specific Use Permit No. 84 for Arcade on 0.1 acre of out of the William Fitzhugh Survey, Abstract 308, located 570 feet west of Custer Road and 810 feet south of 15th Street in the City of Plano, Collin County, Texas, presently zoned Planned Development-79-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 22nd of October 2018; and

WHEREAS, the City Council is of the opinion and finds that waiving the 300-foot distance separation from arcade use to 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 granting of Specific Use Permit No. 84 for Arcade on 0.1 acre of out of the William Fitzhugh Survey, Abstract 308, located 570 feet west of Custer Road and 810 feet south of 15th Street in the City of Plano, Collin County, Texas, presently zoned Planned Development-79-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 the waiver and the granting of the specific use permit 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 issued the Specific Use Permit for Arcade and granted a waiver to the 300-foot distance separation from the arcade use to the residential zoning district finding neither to be detrimental or injurious to the public health, safety, or general welfare, and finding the waiver appropriate because the use is not offensive to the neighborhood.

Section II. 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. 84 for Arcade on 0.1 acre of out of the William Fitzhugh Survey, Abstract 308, located 570 feet west of Custer Road and 810 feet south of 15th Street in the City of Plano, Collin County, Texas, presently zoned Planned Development-79-Retail, said property being more fully described on the legal description in Exhibit A attached hereto.

Section III. The change in Sections I and II are granted subject to the following:

1. Arcade machines have the following restrictions:
 - a. Maximum of 57 computers, 5 gaming consoles, and 5 cabinet machines are permitted.
 - b. Must not have wireless internet capability or access.
2. Alcohol must not be served.

Section IV. The City Council found that the issuance of the Specific Use Permit for Arcade would not be detrimental or injurious to the public health, safety, general welfare, or otherwise offensive to the neighborhood, and granted a waiver to the 300-foot distance separation from the arcade use to the residential zoning district.

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 22ND DAY OF OCTOBER 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2018-019

Being that certain 2,500 square foot [0.057 acre] tract of land situated in the William Fitzhugh Survey, Abstract No. 308, City of Plano, Collin County, Texas, and being a portion of that certain tract of land to Asian New Century Square, LLC, a Texas limited liability company, by Special Warranty Deed (with Vendor's Lien) recorded in Instrument Number 20170801001018690, Official Public Records, Collin County, Texas, and being a portion of Lot 1R, Block 2 of the Replat of Lot 1, Block 2 of Pitman Corners Addition, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet H, Page 546, Plat Records, Collin County, Texas, and being more particularly described as follows:

Commencing at the southwest corner of said Lot 1, same being the northeast intersection of the north right-of-way line of Dolphin Drive (a called 60' right-of-way) with the east right-of-way line of Greenway Drive (a called 60' right-of-way);

Thence, North 00 deg. 23 min. 39 sec. East, along the common line of said Lot 1, and the east right-of-way line of said Greenway Drive, a distance of 140.87 feet to an angle point;

Thence, through the interior of said Lot 1 as follows:

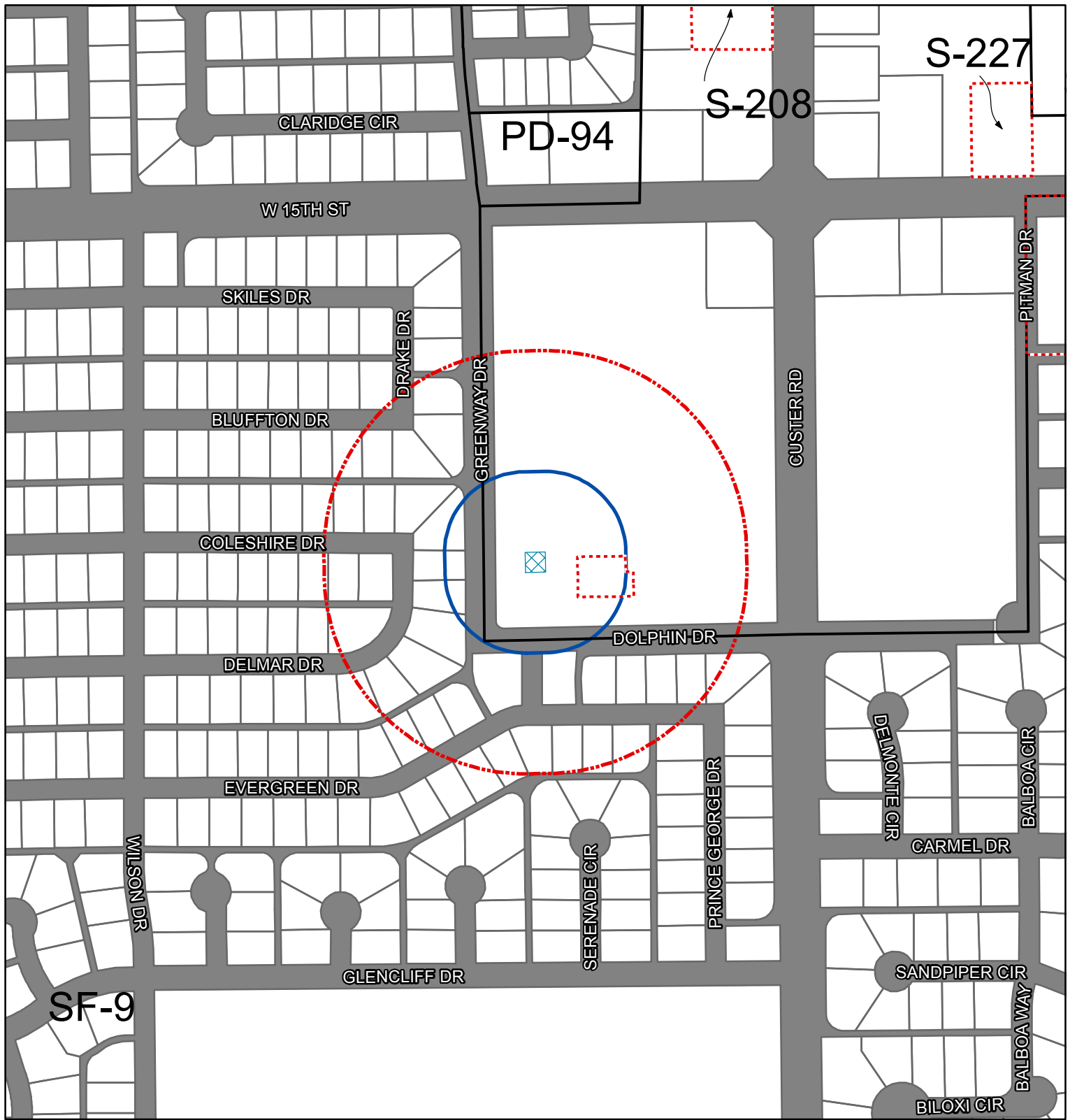
South 89 deg. 36 min. 21 sec. East, a distance of 76.54 feet to a point for the southwest corner of the herein described tract, same being the POINT OF BEGINNING;

North 00 deg. 03 min. 59 sec. West, a distance of 50.00 feet to a point for the northwest corner of the herein described tract;

North 89 deg. 56 min. 01 sec. East, a distance of 50.00 feet to a point for the northeast corner of the herein described tract;

South 00 deg. 03 min. 59 sec. East, a distance of 50.00 feet to a point for the southeast corner of the herein described tract;

South 89 deg. 56 min. 01 sec. West, a distance of 50.00 feet to the POINT OF BEGINNING and CONTAINING 2,500 square feet or 0.057 acre of computed land, more or less.

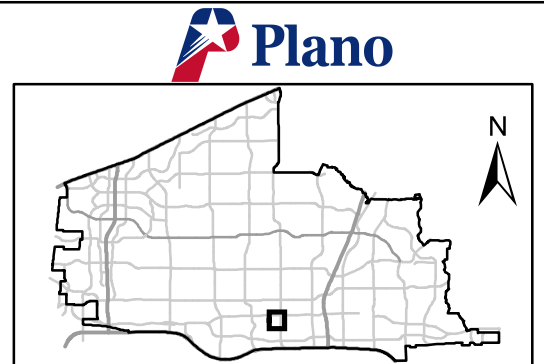


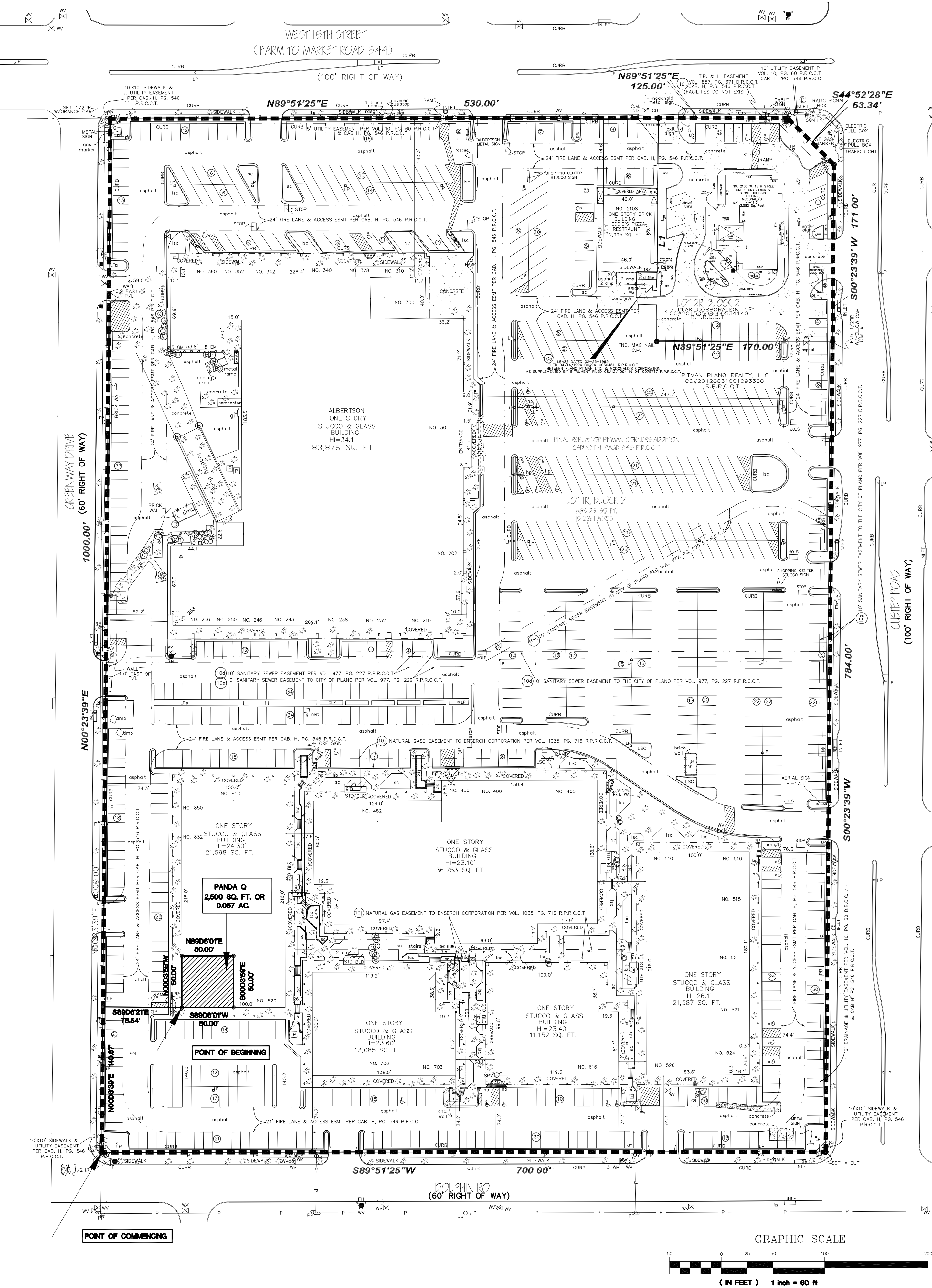
Zoning Case #: ZC2018-019

Existing Zoning: Planned Development-79-Retail (PD-79-R)

Proposed Zoning: Specific Use Permit for Arcade

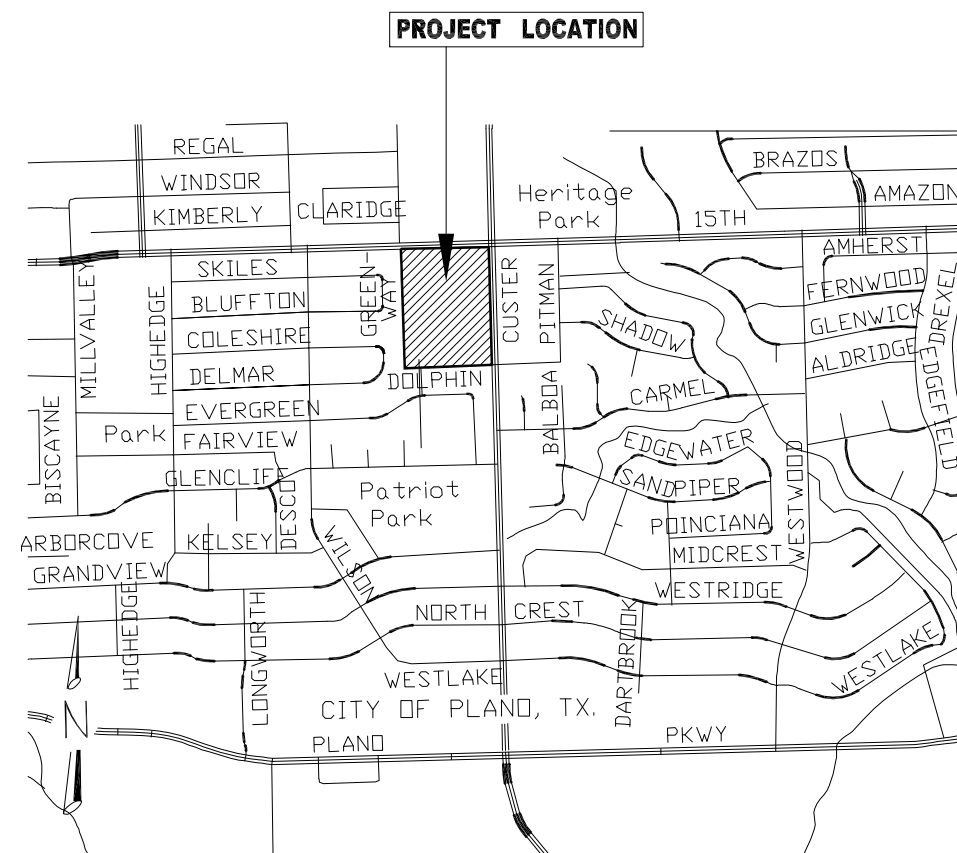
- Zoning Boundary Change/SUP
- City Limits
- Zoning Boundary
- Specific Use Permit
- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Subject Property
- Right-of-Way





Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats, or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

VICINITY MAP



LEGAL DESCRIPTION

BEING that certain 2,500 square foot [0.057 acre] tract of land situated in the William Fitzhugh Survey, Abstract No. 308, City of Plano, Collin County, Texas, and being a portion of that certain tract of land to Asian New Century Square, LLC, a Texas limited liability company, by Special Warranty Deed (with Vendor's Lien) recorded in Instrument Number 20170801001018690, Official Public Records, Collin County, Texas, and being a portion of Lot 1R, Block 2 of the Replat of Lot 1, Block 2 of Pitman Corners Addition, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet H, Page 546, Plat Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the southwest corner of said Lot 1, same being the northeast intersection of the north right-of-way line of Dolphino Drive (a called 60' right-of-way) with the east right-of-way line of Greenway Drive (a called 60' right-of-way);

THENCE North 00 deg. 23 min. 39 sec. East, along the common line of said Lot 1, and the east right-of-way line of said Greenway Drive, a distance of 140.87 feet to an angle point;

THENCE through the interior of said Lot 1 as follows:

South 89 deg. 36 min. 21 sec. East, a distance of 76.54 feet to a point for the southwest corner of the herein described tract, same being the POINT OF BEGINNING;

North 00 deg. 03 min. 59 sec. West, a distance of 50.00 feet to a point for the northwest corner of the herein described tract;

North 89 deg. 56 min. 01 sec. East, a distance of 50.00 feet to a point for the northeast corner of the herein described tract;

South 00 deg. 03 min. 59 sec. East, a distance of 50.00 feet to a point for the southeast corner of the herein described tract;

South 89 deg. 56 min. 01 sec. West, a distance of 50.00 feet to the POINT OF BEGINNING and containing 2,500 square feet or 0.057 acre of computed land, more or less.

CONTACT

LANDLORD:

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ZONING EXHIBIT

CITY PROJECT #ZC2018-019
SPECIFIC USE PERMIT FOR ARCADE
2,500 SQUARE FEET OR 0.057 ACRES
PITMAN CORNERS ADDITION
LOT 1R, BLOCK 2
CAB. H, PG. 546
P.R.C.C.T.

ARCHITECT SEAL

ENGINEER SEAL

#	DATE	SUBMISSION
--	08.28.18	SPECIFIC USE PERMIT
△	--	--

PLANO, TX

#ZC2018-019

**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 10/22/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

Consideration of changing the name of the Senior Recreation Center, located in Harrington Park at 401 West 16th Street, Plano, Texas 75075, to Sam Johnson Recreation Center with the tag line For Adults 50+. **Approved**

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): General Fund

COMMENTS: This item has no determinable fiscal impact.

SUMMARY OF ITEM

National senior organizations and professional recreation organizations recommend omitting the use of the word "senior" when naming or describing an older adult recreation center. Studies by these organizations show that today's generation of individuals 50 and older tend not to patronize such facilities. The Senior Recreation Center is closed for renovations. Staff believes this provides a good opportunity to consider renaming the center prior to re-opening early next year.

In accordance with the attached policy for naming parks and recreation facilities, a committee was appointed to consider names for the Senior Recreation Center. The committee met on October 4, 2018. After consideration the committee recommends the facility be renamed Sam Johnson Recreation Center with the tag line For Adults 50+.

**Sam Johnson Recreation Center
For Adults 50+**

The name change must be approved by a simple majority vote of the City Council members present at the meeting.

Strategic Plan Goal:

Safe Large City, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Naming of Park Sites and Recreation Facilities Policy	10/12/2018	Other

NAMING OF PARK SITES AND RECREATION FACILITIES POLICY 704.00

I. Purpose

The purpose of this policy is to establish procedures for the naming of park sites and recreation facilities.

II. Responsibility

In accordance with Chapter 2, Article I, Sec. 2-13 of the City of Plano Code of Ordinances the city council is solely responsible for naming all city-owned facilities, structures and improvements, whether natural or manmade, including but not limited to: Libraries, buildings, parks, and recreation facilities located within the City of Plano. The authority to name all meeting rooms and other internal rooms or auditoriums within city-owned facilities shall also be reserved to the city council unless such naming rights are granted as a sponsorship program authorized by the city council.

III. Notification of the Mayor

The City Manager shall inform the Mayor of the need for parks or facilities to be named prior to or during development of the park site or facility. Multiple parks and facilities may be named at the same time.

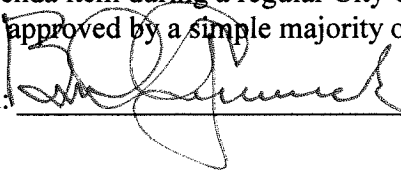
IV. Procedures

- A. **Committee** – The mayor will appoint two City Council Members to sit on a naming committee along with the Chairperson of the Parks and Recreation Planning Board and the Director of Parks and Recreation or his/her designee. The Senior Advisory Board Chairperson may be included when naming senior facilities.
- B. **Timing** – Park sites and facilities will be named prior to or during development. Names should be determined with sufficient time to allow for the manufacture of signs or printing of other materials prior to the opening of the facility.
- C. **Naming Parks and Facilities after People** – Parks and facilities may be named in honor of a person. The person should have made a major contribution to the City of Plano and/or the Plano parks and recreation system, or the person should be known for some other significant accomplishment.
- D. **Naming of Sections of a Park or Facility** – Sections of a park or facility, such as a playground or meeting room, may be given a name which is different from that of the overall park or facility.
- E. **Renaming Parks or Facilities** – When appropriate, parks or facilities may be renamed. The procedure for doing so shall be the same as for originally naming a park or facility.

V. CITY COUNCIL APPROVAL PROCESS

The committee's council members will present the committee's recommendation as an agenda item during a regular City Council meeting. The naming of a park or facility must be approved by a simple majority of City Council members present.

Approved:

A handwritten signature in black ink, appearing to be "B. G. Smith", written over a horizontal line.

Date:

10/12/18