



## CITY COUNCIL

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

**DATE: February 25, 2019**

**TIME: 7:00 PM**

**CALL TO ORDER**

**INVOCATION: Rabbi Michael Kushnick - Congregation Anshai Torah**

**PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Girl Scout Troop 6553 - Dooley, Hickey & Memorial 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: The City of Plano has been named a Total Worker Health Affiliate by the National Institute for Occupational Safety and Health. **Presented**

### **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) February 11, 2019 **Approved**

**Approval of Expenditures**

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

- (b) RFP No. 2018-0360-C for a five (5) year contract for an Enterprise Application Integration Platform for Technology Services to Dell Marketing LP in the estimated amount of \$480,267; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFB No. 2019-0195-P for the initial term of \$1,245,000 or two (2) years, whichever occurs first, with two (2) City optional renewals, if necessary, for the Concrete Sidewalk Requirements Contract West - 2019, Project 7057, for Public Works to Ti-Zack Concrete, Inc. in the amount of \$1,245,000 for each term; and authorizing the City Manager to execute all necessary documents. **Approved**
- (d) RFB No. 2019-0076-C for a one (1) year contract with two (2) one-year City optional renewals for Athletic Mowing Landscape Maintenance for Parks and Recreation Department to Lawn Star Landscape, in the estimated annual amount of \$78,089; and authorizing the City Manager to execute all necessary documents. **Approved**
- (e) RFB No. 2019-0078-C for a one (1) year with four (4) one-year City Optional renewals for Public Grounds Mowing and Landscape Maintenance, Group 2, for Parks and Recreation Department to The Davey Tree Expert Company in the estimated annual amount of \$117,752; and authorizing the City Manager to execute all necessary documents. **Approved**
- (f) RFB No. 2019-0082-C for a one (1) year contract with three (3) one-year City optional renewals for Neighborhood Parks Litter Removal for Parks and Recreation Department to Lawn Star Landscape in the estimated annual amount of \$135,876; and authorizing the City Manager to execute all necessary documents. **Approved**
- (g) RFB No. 2018-0560-B for Pecan Hollow Erosion Control 2017, Project No. 6840, for the Parks and Recreation Department to HQS Construction, LLC in the amount of \$851,850; and authorizing the City Manager to execute all necessary documents. **Approved**
- (h) RFB No. 2019-0163-B for Dallas North Estates Paving and Drainage Improvements, Project No. 6900, for Engineering to McMahon Contracting, L.P. in the amount of \$1,111,449; and authorizing the City Manager to execute all necessary documents. **Approved**
- (i) RFB No. 2019-0204-B for 18th Street and Rigsbee Drive Reconstruction, Project No. 6651, for Engineering to Jim Bowman Construction Company, L.P. in the amount of \$5,029,248; and authorizing the City Manager to execute all necessary documents. **Approved**



**Purchase from an Existing Contract**

- (j) To approve the purchase of e-Learning Software and Licenses for Human Resources for a two-year contract in the amount of \$88,400 from Skillsoft Corporation through an existing contract; and authorizing the City Manager to execute all necessary documents. (DIR-TSO-3899) **Approved**
- (k) To approve the purchase of one (1) Ford Transit High Roof Extended Length Van in the amount of \$34,641 from Caldwell Country Ford, and one (1) CUES Multi-conductor TV Inspection System in the amount of \$195,060 from CLS Equipment, for Fleet Services to be utilized by Utility Operations for a total cost of \$229,701 through existing HGAC contracts; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. VE11-18 and SC01-18) **Approved**
- (l) To approve the purchase of six (6) 12-14 Yard Dump Trucks for Fleet Services to be utilized by Streets and Utility Operations in the amount of \$679,889 from Southwest International Trucks, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 081716-NVS) **Approved**
- (m) To approve the purchase of 300 Vista XLT Body Worn Cameras with warranties and accessories for the Police Department in the amount of \$182,259 from WatchGuard, Inc. 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**
- (n) To approve the purchase of one hundred fifty (150) Electronic Ticket Writers consisting of Zebra TC75X handheld computers, Zebra ZQ520 portable printers, software licenses, accessories, and four (4) annual license renewals for the Police Department in the amount of \$555,664 from Tyler Technologies through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 110515-TTI) **Approved**
- (o) To approve the purchase of Engineering Furniture for the Traffic Management Center in the amount of \$121,555 from Texas Furniture Source, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (TCPN Contract No. R142208, TCPN Contract No. R142217) **Approved**

**Approval of Contract Modification**

- (p) To approve an increase to the current awarded contract amount of \$436,189 by \$184,395, for a total contract amount of \$620,584, for the renewal of the lease for the office space from Granite Park NM/GP III, LP, successor in interest to Granite Park III, Ltd., for Economic Development for one (1) five-year term; and authorizing the City Manager to execute all necessary documents. (Contract No. 2006-223-C, Fifth Amendment) **Approved**

### **Approval of Change Order**

- (q) To approve an increase to the current awarded contract amount of \$1,123,400 by \$99,611, for a total contract amount of \$1,223,011, for the Concrete Sidewalk Requirements Contract - East, Project 6835, from Cidrax Texas, LLC for Public Works; and authorizing the City Manager to execute all necessary documents. (Contract No. 2017-0322-P; Change Order No. 3) **Approved**
- (r) To approve an increase to the current awarded contract amount of \$948,385 by \$104,301, for a total contract amount of \$1,052,686, for Alley Reconstruction – Mountain Pass, Buffalo Bend, Project No. 6660 from MHB Construction, Inc.; and authorizing the City Manager to execute all necessary documents. (Original Bid No. 2018-0085-B, Change Order No. 1) **Approved**

### **Approval of Expenditure**

- (s) To approve an expenditure in the amount of \$64,300 for unforeseen damages at Jack Carter Pool from Turner Construction for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. **Approved**
- (t) To approve an expenditure for materials testing services for 18th Street and Rigsbee Drive Reconstruction, Project No. 6651, in the amount of \$86,873 from TEAM Consultants, Inc. for Engineering; and authorizing the City Manager to execute all necessary documents. **Approved**
- (u) To approve an expenditure for traffic signalization engineering design services for West Plano Parkway at Westwood Drive, and McDermott Road at Robinson Road, Project No. 7103, in the amount of \$92,823 from Lee Engineering, LLC; and authorizing the City Manager to execute all necessary documents. **Approved**
- (v) To approve an expenditure for Shiloh Road Expansion - Park Boulevard to 14th Street, Project No. 7036, in the amount of \$527,400 from Kimley-Horn and Associates, Inc. for Engineering; and authorizing the City Manager to execute all necessary documents. **Approved**

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

- (w) To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Cognizant Technology Solutions U.S. Corp., a Delaware corporation (“Company”), providing an economic development grant to the Company; and authorizing the City Manager to execute all necessary documents. **Approved**
- (x) To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Maui Foods International, Inc., a Texas corporation (“Company”), providing an economic development grant to the Company; and authorizing the City Manager to execute all necessary documents. **Approved**
- (y) To approve a Joint Election Agreement with the Plano Independent School District and Collin County Community College District for the purpose of conducting a joint election on May 4, 2019; and authorizing the City Manager to execute all necessary documents. **Approved**

- (z) To approve a contract made and entered into by and between the City of Plano, the Board of Trustees of the Plano Independent School District, and Bruce Sherbet, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092 of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's May 4, 2019 Joint General and Special Election and City Run-off Election, if necessary, in the amount of \$36,654; and authorizing the City Manager to execute all necessary documents. **Approved**
- (aa) To approve an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Richardson, Texas for jail and detention services provided by the City of Plano to the City of Richardson, University of Texas at Dallas and Methodist Hospital Richardson; and authorizing the City Manager to execute all necessary documents. **Approved**

**Adoption of Resolutions**

- (ab) **Resolution No. 2019-2-7(R):** To declare official intent to reimburse certain expenditures made prior to the issuance of tax-exempt obligations, and providing 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) **Ordinance No. 2019-2-8:** to provide certain Heritage Resources within the City ad valorem tax relief as allowed by the Heritage Tax Exemption Program Ordinance, providing a severability clause and an effective date. **Adopted with amended property list**

- (2) Public Hearing and consideration of an Ordinance as requested in Zoning Case 2018-014 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 19.3 acres of land located at the northwest corner of the Dallas North Tollway and Plano Parkway in the City of Plano, Collin County, Texas, from Regional Commercial to Planned Development-25-Regional Commercial; 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: Kreymer Investments, LTD. (Previously tabled at 01/14/19, 12/10/18, 11/26/18 and 11/12/18 Council meetings.) **Zoning Case withdrawn**
- (3) **Public Hearing and adoption of Ordinance No. 2019-2-9** as requested in Zoning Case 2018-031 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, to expand Specific Use Permit No. 483 on 11.6 acres of land located on the west side of the Dallas North Tollway, 1,150 feet north of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Planned Development-220-Regional Commercial; 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: Sewell Automotive Group **Conducted and adopted**
- (4) **Public Hearing and adoption of Ordinance No. 2019-2-10** as requested in Zoning Case 2018-033 to amend Section 8.200 (Terms Defined) of Article 8 (Definitions), Sections 14.100 (Residential Districts Use Table), 14.200 (Nonresidential Districts Use Table), and 14.300 (Use Table Notes) of Article 14 (Allowed Uses and Use Classifications), Article 15 (Use-specific Regulations), and Section 16.700 (Off-Street Parking Schedule) of Article 16 (Parking and Loading), and related sections of the Comprehensive Zoning Ordinance, Ordinance No. 2015-5-2, of the City, as heretofore amended, pertaining to Backyard Cottages; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. **Conducted and adopted**

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: 2/25/2019

Department: Proclamations

Department Head:

Agenda Coordinator:

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### CAPTION

Presentation: The City of Plano has been named a Total Worker Health Affiliate by the National Institute for Occupational Safety and Health. **Presented**

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### FINANCIAL SUMMARY

**FUND(S):**

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**COMMENTS:**

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### SUMMARY OF ITEM

**Strategic Plan Goal:**

**Plano Tomorrow Plan Pillar:**

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## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator:

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### CAPTION

February 11, 2019 **Approved**

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### FINANCIAL SUMMARY

Not Applicable

**FUND(S):**

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**COMMENTS:**

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### SUMMARY OF ITEM

**Strategic Plan Goal:**

**Plano Tomorrow Plan Pillar:**

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### ATTACHMENTS:

Description	Upload Date	Type
Preliminary Open Meeting Minutes	2/13/2019	Minutes
Regular Meeting Minutes	2/13/2019	Minutes

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
February 11, 2019**

**COUNCIL MEMBERS PRESENT**

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

**COUNCIL MEMBERS ABSENT**

Ron Kelley, Mayor Pro Tem

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Mark Israelson, Senior Deputy City Manager  
Jim Parrish, Deputy City Manager  
Jack Carr, Deputy City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, February 11, 2019, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; 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 LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 5:45 p.m. in the Senator Florence Shapiro Council Chambers. Council Member Harrison arrived at the dais at 5:47 p.m.

- **Consideration and action resulting from Executive Session discussion**
- **Personnel – Appointment of Interim Members - Tax Increment Financing Reinvestment Zone No. 3 Board**

Upon a motion made by Mayor LaRosiliere and seconded by Council Member Ricciardelli, the Council voted 7-0, to appoint Angela Miner, Shirley Ogden, Russell G. Coolick, Roy Wilshire, Alan L. Johnson, Farrah Ahmed, and Corey Reinaker as Interim Members of the Tax Increment Financing Reinvestment Zone No. 3 Board.

- **North Texas Municipal Water District Water Quality/Chlorine Maintenance Presentation**
- **Water Quality/Chlorine Maintenance Presentation**
- **Carpenter Park Renovation Update**
- **Consent and Regular Agendas**
- **Council items for discussion/action on future agendas**

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

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**Harry LaRosiliere, MAYOR**

ATTEST:

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Lisa C. Henderson, City Secretary



**PLANO CITY COUNCIL  
REGULAR SESSION  
February 11, 2019**

**COUNCIL MEMBERS PRESENT**

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

**COUNCIL MEMBERS ABSENT**

Ron Kelley, Mayor Pro Tem

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Mark Israelson, Senior Deputy City Manager  
Jim Parrish, Deputy City Manager  
Jack Carr, Deputy City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, February 11, 2019 at 7:03 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

**Invocation and Pledge**

Dr. Craig Curry with First Baptist Church Plano led the invocation and Girl Scout Cadette Troop 3460 from Carpenter Middle School led the Pledge of Allegiance and Texas Pledge.

**Proclamations and Special Recognitions**

Presentation: Texas Pure Products, a branch of the Plano Environmental Waste Department, received the USCC Compost Manufacturer of the Year (Commercial Scale) Award.

**Comments of Public Interest**

No one appeared to speak.

**Consent Agenda**

**MOTION:** Upon a motion made by Council Member Prince and seconded by Council Member Smith, the Council voted 7-0, to approve all items on the Consent Agenda, as follows:

### **Approval of Minutes**

January 28, 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. 2019-0107-C** for a one (1) year contract with three (3) City optional renewals for the purchase of Full Encirclement Repair Clamps & Service Saddles to Ferguson in the estimated annual amount of \$16,265 and Fortiline in the estimated annual amount of \$47,800, for total estimated annual expenditure of \$64,065; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**RFB No. 2019-0120-B** for the purchase of Steel Signal Poles to be utilized by Public Works Department to SANPEC, Inc. in the amount of \$81,056; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**RFB No. 2019-0057-C** for a one (1) year with three (3) City optional renewals for Median and Right-of-Way Mowing, Group A for Parks and Recreation Department to SouthLake Landscaping & Maintenance, Inc. dba SLM Landscaping & Maintenance, Inc. in the estimated annual amount of \$103,933; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

**RFB No. 2019-0094-B** for Elevated Tanks Security Fencing Phase I, Project No. 6408, for the Engineering Department to Swift Corporation, LLC in the amount of \$236,916; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

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

To approve the purchase of two (2) 5-6 Yard Dump Trucks for Fleet Services to be utilized by Streets and Grounds Maintenance Services in the amount of \$169,393 from Southwest International Trucks, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 081716-NVS) (Consent Agenda Item “F”)

#### **Approval of Contract Modification**

To approve an expenditure to extend the VESTA 9-1-1 Support and Maintenance Annual Service Agreement an additional year in the amount of \$148,500 and upgrade the VESTA 9-1-1 system to accommodate SMS and text control services in the amount of \$211,393, for a total amount of \$359,893 from AT&T, Inc.; and authorizing the City Manager to execute all necessary documents. (2017-0380-C; Modification No. 1) (Consent Agenda Item “G”)

### **Approval of Expenditure**

To approve an expenditure for Carpenter Park North Athletic Field Improvements, Project No. 6935, in the amount of \$15,477,515 from Dean Electric, Inc. dba Dean Construction; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

To approve an expenditure for the design of the Fire Training Facility, Project No. 6824, in the amount of \$1,079,000 from Brinkley Sargent Wiginton Architects, Inc.; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

To approve an expenditure for the Police Substation at McDermott and Robinson, Project No. 6805, in the amount of \$10,912,597 from Pogue Construction, LP; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “J”)

### **Adoption of Resolutions**

**Resolution No. 2019-2-1(R):** In support of the Cotton Belt Regional Veloweb Trail and the 2019 Transportation Alternatives Set-Aside Program with the North Central Texas Council of Governments and the Texas Department of Transportation; designating the Director of Parks and Recreation as the City's representative; and providing an effective date. (Consent Agenda Item “K”)

**Resolution No. 2019-2-2(R):** To order a Special Election to be held on May 4, 2019, for the purpose of authorizing general obligation bonds; making provisions for the conduct of the election and other provisions incident and related to the purpose of this Resolution. (Consent Agenda Item “L”)

### **Adoption of Ordinances**

**Ordinance No. 2019-2-3:** To order an Election to be held on May 4, 2019, for the purpose of electing four (4) Members of Council, Place No. 1 (District 1), Place No. 3 (District 3), Place No. 5 and Place No. 7 to the City Council to hold office for a period of four years; designating locations of polling places; ordering notices of election to be given as prescribed by law in connection with such election; and providing an effective date. (Consent Agenda Item “M”)

**Ordinance No. 2019-2-4:** To amend Section 12-102, Prohibited on certain streets on school days during certain hours, of Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to extend the existing parking restriction on a certain section of Janet Way and to revise the effective times of the parking restriction, 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. (Consent Agenda Item “N”)

**END OF CONSENT AGENDA**

**Public Hearing and adoption Ordinance No. 2019-2-5** as requested in Zoning Case 2018-026 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 96 for Recreational Vehicle Sales and Service on 1.1 acres of land located at the southeast corner of E Avenue and 16th Street in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; 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: Larry G. Sparks (Regular Item “1”)

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

**MOTION:** Upon a motion made by Council Member Grady and seconded by Council Member Harrison, the Council voted 7-0, to grant Specific Use Permit No. 96 for Recreational Vehicle Sales and Service on 1.1 acres of land located at the southeast corner of E Avenue and 16th Street in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; directing a change accordingly in the official zoning map of the City; as requested in Zoning Case 2018-026; and to further adopt Ordinance No. 2019-2-5.

**Public Hearing** on the need to continue the City of Plano's Juvenile Curfew Ordinance (Ordinance No. 94-11-11); to receive a city staff report on the effectiveness of the Juvenile Curfew Ordinance; and to determine whether the ordinance should be abolished, continued, or modified. (Regular Item “2”)

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

**MOTION:** Upon a motion made by Council Member Grady and seconded by Deputy Mayor Pro Tem Miner, the Council voted 7-0, to continue the City of Plano's Juvenile Curfew Ordinance (Ordinance No. 94-11-11).

**Resolution No. 2019-2-6(R):** To urge the Texas Legislature to enact meaningful school finance reform during its ongoing 86th Legislative Session and to make doing so a priority of the ongoing 86th Legislative Session; and providing an effective date. (Regular Item “3”)

**MOTION:** Upon a motion made by Council Member Ricciardelli and seconded by Council Member Harrison, the Council voted 7-0, to urge the Texas Legislature to enact meaningful school finance reform during its ongoing 86th Legislative Session and to make doing so a priority of the ongoing 86th Legislative Session; and to further adopt Resolution No. 2019-2-6(R).

With no further discussion, the Regular City Council Meeting adjourned at 7:28 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST:

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Lisa C. Henderson, City Secretary



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Kellie Pendleton

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### CAPTION

RFP No. 2018-0360-C for a five (5) year contract for an Enterprise Application Integration Platform for Technology Services to Dell Marketing LP in the estimated amount of \$480,267; and authorizing the City Manager to execute all necessary documents. **Approved**

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### FINANCIAL SUMMARY

Operating Expense, CIP

<b>FISCAL YEAR: 2018-19 thru 2022-23</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
<b>Budget</b>	<b>433,603</b>	<b>1,566,397</b>	<b>371,628</b>	<b>2,371,628</b>
<b>Encumbered/Expended Amount</b>	<b>-433,603</b>	<b>-493,368</b>	<b>0</b>	<b>-926,971</b>
<b>This Item</b>	<b>0</b>	<b>-108,639</b>	<b>-371,628</b>	<b>-480,267</b>
<b>Balance</b>	<b>0</b>	<b>964,390</b>	<b>0</b>	<b>964,390</b>

**FUND(S):** Technology Improvements CIP Fund & Technology Services Fund

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**COMMENTS:** Funding for this item is available in the 2018-19 Technology Improvements CIP Fund and Technology Services Fund. This request is to award a five (5) year contract with annual payments. The first year payment for the purchase of Boomi Integration Platform through Dell L.P., in the amount of \$108,639, will leave a remaining balance of \$964,390 for other expenditures in the 2018-19 Technology Improvements CIP Fund. Funding for future year expenditures are available in the Technology Services Fund in the annual amount of \$83,916 for the 2019-20 Budget and \$95,904 for the 2020-21 through 2022-23 Budgets. All future year expenditures will occur within council approved appropriations.

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### SUMMARY OF ITEM

See Recommendation Memo

**Strategic Plan Goal:**

Financially Strong City with Service Excellence

**Plano Tomorrow Plan Pillar:**

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**ATTACHMENTS:**

Description	Upload Date	Type
Recommendation Memo	2/20/2019	Memo
RFP Recap	2/14/2019	RFP Recap

**Date:** February 5, 2019

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

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

**Subject:** Award Recommendation for RFP 2018-0360-C Enterprise Application Integration Platform

As part of the continuing NextGen program developed to reduce risk, modernize technology, increase productivity, decrease cost, and leverage redundancy, Technology Services recommends the procurement of the Boomi Integration Platform. Regardless of the organization, sector, or industry; enterprise technology departments are working to deliver faster and smarter ways to aggregate, integrate, and connect disparate systems and help make data more informational. Complexities associated with the use of legacy applications, managing diverse platforms, versioning of applications, and an increase in cloud solution utilization; is creating a growing challenge delivering insights from disparate technologies. Coupled with these challenges, the City can no longer spend months on complex, manual, and resource-intensive integration projects to meet the expectations of our constituents.

The City issued an RFP for an Enterprise Application Integration Platform. The City's evaluation team reviewed each component of the RFP. The evaluation criteria for the vendors for each section were as follows:

- Proposed Solutions and Service Level Agreements (35%)
- Experience and Qualifications (10%)
- Transition, Discovery, Exit Strategy, and Solutions Delivery Plan (15%)
- Cost Proposal (40%)

The City received responses from 3 vendors. After reviewing all vendor responses and having interviews with the finalists, Dell Marketing, L.P. had the overall highest score.

The Boomi platform is an award-winning best of industry solution that will help provide technology services a method, which, will allow developers the ability to develop integrations between our enterprise applications, reducing coding quickly, manual processes, automating workflows, and increasing the efficiency of data integration between applications.

This recommendation is for a 5-year, year by year, renewal discount agreement with Dell. The total dollar value for this procurement is \$480,267.36 paid for out of the NextGen Application Modernization Project (#94309) from the NextGen Technology Improvements Fund (029). Payments will be made on an annual basis during the 5-year term, which provided an approximate \$15,000 discount over individual year-by-year purchase, as detailed below:

Year 1: \$108,639.36 which includes \$49,200.00 in implementation, consulting, and training costs.  
Year 2: \$83,916.00  
Year 3: \$95,904.00  
Year 4: \$95,904.00 (savings: \$4,795.20)  
Year 5: \$95,904.00 (savings: \$9,830.16)



If we do not procure this platform, the city will not realize the increase of productivity or business process efficiencies that are needed both integrating disperse applications and connecting new cloud-based technologies with legacy applications and technologies.

# CITY OF PLANO

RFP No. 2018-0360-C

## Enterprise Application Integration Platform

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**Proposal Opening Date/Time:** September 27, 2018 @ 3:00 PM CST

**Number of Vendors Notified:** 16,316

**Vendors Submitting “No Bids”:** 0

**Number of Proposal Submitted Non-Responsive:** 0

**Number of Proposals Submitted:** 3

**Vendor Name**

CityFront Innovations, LLC  
Dell Marketing LP  
KnowTech Inc.

**Best and Final Offers Requested**

Dell Marketing LP

**Estimated Amount**

\$ 480,267

**Recommended Vendor:**

Dell Marketing LP

\$ 480,267

*Vernie Rambo*

\_\_\_\_\_  
Vernie Rambo, Senior Buyer

February 13, 2019

\_\_\_\_\_  
Date



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Shawn Breen

---

### CAPTION

RFB No. 2019-0195-P for the initial term of \$1,245,000 or two (2) years, whichever occurs first, with two (2) City optional renewals, if necessary, for the Concrete Sidewalk Requirements Contract West - 2019, Project 7057, for Public Works to Ti-Zack Concrete, Inc. in the amount of \$1,245,000 for each term; and authorizing the City Manager to execute all necessary documents. **Approved**

---

### FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2018-19; 2019-20; 2020-21, 2021- 22	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		3,577,202	2,410,798	25,250,000	<b>31,238,000</b>
Encumbered/Expended Amount		-3,577,202	-2,483,156	0	<b>-6,060,358</b>
This Item		0	-622,500	-3,112,500	<b>-3,735,000</b>
BALANCE		0	-694,858	22,137,500	<b>21,442,642</b>

**FUND(S):** Capital Maintenance Fund

---

**COMMENTS:** Funding is available for this item in the 2018-19 Street Capital Maintenance Fund budget. Concrete sidewalk repairs at various locations, totaling \$3,735,000 will leave a balance of \$21,442,642 available for future expenditures related to sidewalk repairs and maintenance throughout Plano. The additional funds of \$694,858 for this current fiscal year will be covered from other Street Capital Maintenance Fund projects.

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### SUMMARY OF ITEM

Public Works Department recommends the bid for the Concrete Sidewalk Requirements Contract West -

2019 Project be awarded to Ti-Zack Concrete, Inc. in the amount of \$1,245,000.00, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.

This project involves the repair of 100,000 SF of concrete sidewalk at various locations throughout the City of Plano, generally west of Independence Parkway.

If not awarded by Council, the planned repairs could lead to unsafe sidewalk conditions throughout the City of Plano, generally west of Independence Parkway.

Engineer's estimate for this project is \$1,443,000.

**Strategic Plan Goal:**

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

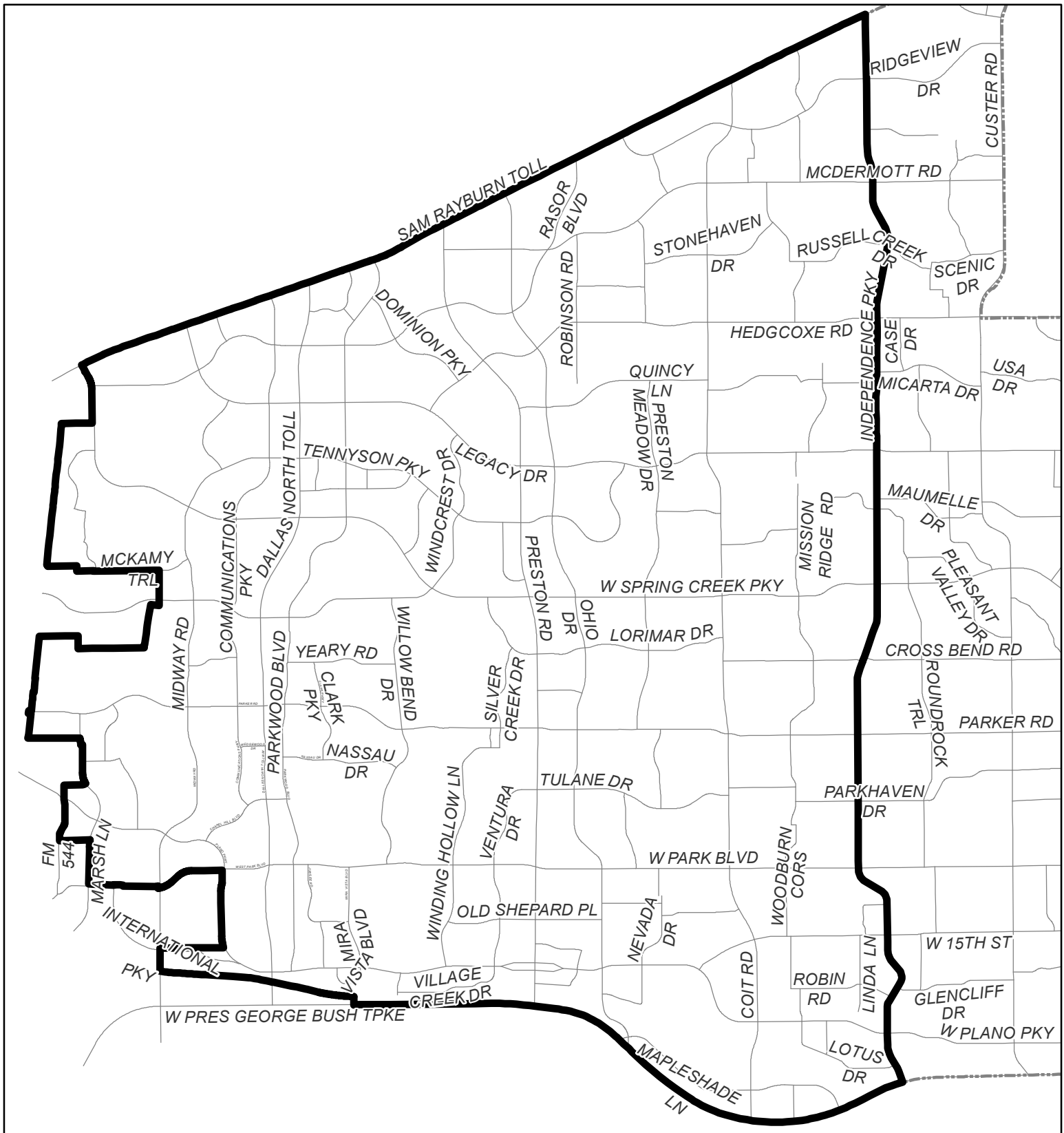
**Plano Tomorrow Plan Pillar:**

Built Environment, Social Environment

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**ATTACHMENTS:**

Description	Upload Date	Type
Location Map	2/5/2019	Map
Bid Recap	2/5/2019	Bid Recap



0 2,375 4,750  
Feet

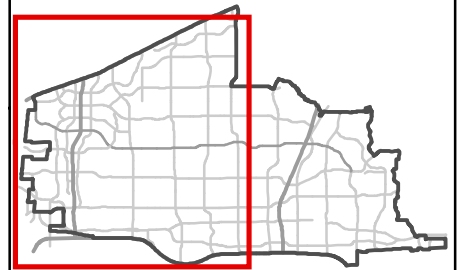


City of Plano BI-GIS Division  
February 2019

## Concrete Sidewalk Requirements Contract West 2019

Project No. 7057

### Project Location



# CITY OF PLANO

Bid No. 2019-0195-P

## Concrete Sidewalk Requirements Contract West - 2019 Project No. 7057 Bid Recap

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**Bid opening Date/Time:** January 29, 2018 @ 10:00 AM

**Number of Vendors Notified:** 2137

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

**Number of Bids Submitted:** 9

**Number of Bids Submitted Non-responsive:** 0

<b><u>Vendor Name</u></b>	<b><u>Total Base Bid</u></b>
Ti-Zack Concrete, Inc.	\$1,245,000.00
Jim Bowman Construction Company LP	\$1,289,126.00
Ratliff Hardscape	\$1,442,600.00
Joel Brown & Company, LLC	\$1,544,990.00
MHB Construction	\$1,590,655.00
FNH Construction LLC	\$1,915,500.00
HQS Construction	\$2,091,500.00
Texas Civil Construction	\$2,258,750.00
EJ Smith Construction	\$2,430,300.00

**Recommended Vendor(s):**

Ti-Zack Concrete, Inc.	\$1,245,000.00
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*Nancy Corwin*

Nancy Corwin, Buyer

January 29, 2019

Date



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Kimberly Williams ext. 7204

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### CAPTION

RFB No. 2019-0076-C for a one (1) year contract with two (2) one-year City optional renewals for Athletic Mowing Landscape Maintenance for Parks and Recreation Department to Lawn Star Landscape, in the estimated annual amount of \$78,089; and authorizing the City Manager to execute all necessary documents. **Approved**

---

### FINANCIAL SUMMARY

#### Operating Expense

FISCAL YEAR:	2018-19 thru 2021-22	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	438,563	195,222	<b>633,785</b>
Encumbered/Expended Amount		0	-26,818	0	<b>-26,818</b>
This Item		0	-39,045	-195,222	<b>-234,267</b>
BALANCE		0	372,700	0	<b>372,700</b>

**FUND(S):** General Fund

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**COMMENTS:** Funding for this item is available in the 2018-19 Sports Turf Maintenance Services Budget. This request is for a one (1) year contract with two (2) one-year City optional renewals for Athletic Mowing and Landscape Maintenance. The estimated amount to be paid for the remainder of 2018-19 is \$39,045, which represents approximately 6 months of landscape services and will leave a current year balance of \$372,700 for additional contractual services. Future annual expenditures are dependent on contract renewals in the estimated amount of \$78,089 for 2019-20 and 2020-21, and \$39,044 for 2021-22 in the Sports Turf Maintenance Services Budget. All future expenditures will occur within council approved appropriations.

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### SUMMARY OF ITEM

See Recommendation Memo

**Strategic Plan Goal:**

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

**Plano Tomorrow Plan Pillar:**

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**ATTACHMENTS:**

Description	Upload Date	Type
Recommendation Memo	2/14/2019	Memo
Bid Recap	2/12/2019	Bid Recap



**Date:** February 5, 2019

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

**From:** Ron Smith, Park Services Manager

**Subject:** Award Recommendation – 2019-76-C Athletic Mowing Landscape Maintenance

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The Parks and Recreation Department recommends award of the 2019-76-C Athletic Mowing Contract to Lawn Star Landscape. Lawn Star Landscape is the lowest responsive, responsible bidder.

This is a one-year contract with two (2) one-year city optional renewals for a potential three (3) year contract. The annual expenditure is \$78,089 with a total of \$234,267 if all renewals are exercised. The annual amount of \$78,089 is approximately \$23,089 over the budgeted amount of \$55,000 for this contract. The budgeted amount is based on prior year's actual contract amount. The contract includes mowing and trimming services at Heritage Yards, Cheyenne, Schell, Frito Lay Youth Ballpark, McCreary, Horseshoe and Old Shepard Place Parks.

Due to the closure of Carpenter Park for renovation, the Department will not use all available funds for contract 2017-0006-C. These savings will exceed \$23,089, allowing the Department to fund the balance of the contract through FY 18-19. When the improvements at Carpenter are complete, and contractual mowing resumes, there will be a shortfall. The Department will request supplemental funding to cover contractual increases as part of FY19-20 budget process.

Lawn Star Landscape is the low bidder that meets specifications and Lawn Star Landscape has held this contract in the past and performed satisfactorily. The Department feels Lawn Star Landscape is capable of meeting the specifications of the contract.

*Non-approval Implication:* This contract is in line with Strategic Goal #2 -Affirm and Reinforce Plano's Commitment to Exceptional City Services. Turf care and management are the key requirements to provide safe and desirable athletic playing surfaces to Plano residents; quality fields also provide a significant economic boost from athletic tournaments and events that prefer to come and use Plano facilities due to their exceptional quality. These outcomes would be jeopardized should this recommendation be rejected.

# CITY OF PLANO

BID No. 2019-0076-C

## Athletic Mowing Landscape Maintenance

### BID Recap

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**Proposal Opening Date/Time:** January 25, 2019 @ 3:00 pm (CST)

**Number of Vendors Notified:** 4761

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

**Number of Bids Submitted:** 2

<b>Vendor Name</b>	<b>Total</b>
Lawn Star Landscape	\$ 78,089
The Teter Group, Inc.	\$ 197,849

**Recommended Vendor(s):**

<b>Lawn Star Landscape</b>	<b>\$ 78,089</b>
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*Kimberly Williams*

Kimberly Williams, Buyer II

February 12, 2019

Date



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Kimberly Williams ext. 7204

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### CAPTION

RFB No. 2019-0078-C for a one (1) year with four (4) one-year City Optional renewals for Public Grounds Mowing and Landscape Maintenance, Group 2, for Parks and Recreation Department to The Davey Tree Expert Company in the estimated annual amount of \$117,752; and authorizing the City Manager to execute all necessary documents. **Approved**

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### FINANCIAL SUMMARY

#### Operating Expense

FISCAL YEAR:	2018-19 thru 2023-24	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	647,921	498,182	<b>1,146,103</b>
Encumbered/Expended Amount		0	-43,971	0	<b>-43,971</b>
This Item		0	-90,578	-498,182	<b>-588,760</b>
BALANCE		0	513,372	0	<b>513,372</b>

**FUND(S):** General Fund

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**COMMENTS:** Funding for this request is available in the 2018-19 Grounds Maintenance Services Budget. This item is for a one (1) year contract with four (4) one-year City optional renewals for landscape maintenance, in the estimated amount of \$90,578, which will leave a current year balance of \$513,372 for other grounds and landscape maintenance expenditures. Future annual expenditures are dependent on contract renewals in the estimated amount of \$117,752 for 2019-20 through 2022-23, and \$27,174 for 2023-24 in the Grounds Maintenance Services Budget. All future expenditures will occur within council approved appropriations.

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### SUMMARY OF ITEM

See Recommendation Memo

**Strategic Plan Goal:**

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

**Plano Tomorrow Plan Pillar:**

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**ATTACHMENTS:**

Description	Upload Date	Type
Recommendation Memo	2/18/2019	Memo
Bid Recap	2/15/2019	Bid Recap

**Date:** February 7, 2019

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

**From:** Ron Smith, Park Services Manager

**Subject:** Award Recommendation - Bid 2019-0078-C Public Grounds Mowing and Landscape Maintenance, Group 2.

The above referenced bid is to provide grounds maintenance at various public buildings, parks and special use facilities throughout the City. The term of the contract is one year with four City-optional one-year renewal periods.

The competitive bid process included a pre-bid meeting with eight vendors attending. The City of Plano notified 2,693 vendors, 56 vendors viewed the bid, eleven bids were received and one bid was withdrawn. The Davey Tree Expert Company is the lowest responsive, responsible bidder with a bid of \$117,752. This amount is \$7,248.24 under the budgeted amount for this contract. After reviewing the vendor submittals and consulting with work history references, The Davey Tree Expert Company appears capable of meeting all of the requirements of the subject bid.

It is the recommendation of the Parks and Recreation Department to award Bid 2019-0078-C, to The Davey Tree Expert Company in the amount of \$117,751.76.

If this contract is not awarded, in-house staff will have to absorb the grounds maintenance at the various public buildings, parks and special use facilities, which will reduce the maintenance frequency at other assigned park sites. Therefore, the Parks and Recreation Department will not be capable of effectively maintaining these additional sites without compromising Department standards of maintenance and compliance at all sites.

**Cc:**  
Robin Reeves, Parks & Recreation Director  
Jeff Schwartz, Park Services Superintendent

# CITY OF PLANO

**BID No. 2019-0078-C**

## **Public Grounds Mowing and Landscape Maintenance, Group 2**

### **BID Recap**

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**Bid Opening Date/Time:** January 22, 2019 @ 2:00 pm (CST)

**Number of Vendors Notified:** 2693

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

**Number of Bids Submitted:** 11

**Number of Bids Withdrawn:** 1

<b>Vendor Name</b>	<b>Total</b>
The Davey Tree Expert Company	\$ 117,752
Landscape Professionals of Texas	\$ 119,361
High Quality Landscape Services	\$ 124,806
Accent Landscape Management	\$ 129,863
Lillard Lawn Commercial Maintenance	\$ 140,857
Dyna-Mist	\$ 163,710
Good Earth Corporation	\$ 267,840
QualiCare Landscape Services, Inc.	\$ 279,424
BrightView Landscape Services, Inc.	\$ 354,347
Earthworks, Inc.	\$ 973,480

**Recommended Vendor(s):**

**The Davey Tree Expert Company** **\$ 117,752**

*Kimberly Williams*

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Kimberly Williams, Buyer II

February 13, 2019

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Date



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Kimberly Williams ext. 7204

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### CAPTION

RFB No. 2019-0082-C for a one (1) year contract with three (3) one-year City optional renewals for Neighborhood Parks Litter Removal for Parks and Recreation Department to Lawn Star Landscape in the estimated annual amount of \$135,876; and authorizing the City Manager to execute all necessary documents. **Approved**

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### FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2018-19 thru 2022-23	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	860,943	508,664	<b>1,369,607</b>
Encumbered/Expended Amount		0	-441,727	0	<b>-441,727</b>
This Item		0	-34,840	-508,664	<b>-543,504</b>
BALANCE		0	384,376	0	<b>384,376</b>

**FUND(S):** General Fund

---

**COMMENTS:** Funding for this request is available in the 2018-19 Park Custodial Services Budget for an estimated amount of \$34,840, which will leave a current year balance of \$384,376 for additional custodial services. Future annual expenditures are dependent on contract renewals in the estimated amount of \$135,876 for 2019-20 through 2021-22, and \$101,036 for 2022-23 in the Park Custodial Services Budget. All future expenditures will occur within council approved appropriations.

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### SUMMARY OF ITEM

See Recommendation Memo

**Strategic Plan Goal:**

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

**Plano Tomorrow Plan Pillar:**

Social Environment

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**ATTACHMENTS:**

Description	Upload Date	Type
Recommendation Memo	2/14/2019	Memo
Bid Recap	2/14/2019	Bid Recap



**Date:** January 16, 2019

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

**From:** Michael Darr – Park Contract Compliance Supervisor

**Through:** Douglas Green – Parks Superintendent

**Subject:** Award Recommendation - 2019-0082-C, RFB-Neighborhood Parks Litter Removal

It is the recommendation of Plano Parks and Recreation to award 2019-0082-C RFB-Neighborhood Parks Litter Removal to Lawn Star Landscape. The pricing from the recommended bidder is within budget. A total of three (3) bids were received and evaluated. The evaluation criterion was based upon cost of services provided by the lowest, responsive, and responsible bidder. After the completion of the evaluation process, it was determined that Lawn Star Landscape was the lowest, responsive, and responsible bidder.

This contract is necessary to routinely collect and remove park user-generated litter, as well as non-specific occurring site and receptacle litter, from 700 acres of parks, public buildings, trails, walkways, and paths, citywide.

This agreement consists of an initial term ending June 30, 2020 with three one-year city optional renewals for a potential of a four (4) year contract. The estimated total amount for this item is \$543,504 (\$34,840 in FY 2018-19, \$135,876 in FY 2019-20, \$135,876 in FY 2020-21, \$135,876 in FY 2021-22, and \$101,036 in FY 2022-23).

Failure to award this contract would result in a considerable increase and accumulation of litter and debris at neighborhood parks, public building sites, and along trails. This would lead to an immediate overall decline in appearance of park properties as well as result in a significant increase in the amount of litter that would enter the city's storm water system.

# CITY OF PLANO

BID No. 2019-0082-C

## Neighborhood Parks Litter Removal

### BID Recap

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**Bid Opening Date/Time:** January 08, 2019 @ 2:00 pm (CST)

**Number of Vendors Notified:** 2522

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

**Number of Bids Submitted:** 3

<b>Vendor Name</b>	<b>Annual Estimated Total</b>
Lawn Star Landscape	\$ 135,876
PureService	\$ 159,982
Encore Commercial Services, Inc.	\$ 192,465

**Recommended Vendor(s):**

<b>Lawn Star Landscape</b>	<b>\$ 135,876</b>
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*Kimberly Williams*

Kimberly Williams, Buyer II

February 13, 2019

Date



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Dave Leong x7251

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### CAPTION

RFB No. 2018-0560-B for Pecan Hollow Erosion Control 2017, Project No. 6840, for the Parks and Recreation Department to HQS Construction, LLC in the amount of \$851,850; and authorizing the City Manager to execute all necessary documents. **Approved**

---

### FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,361,248	3,734,513	1,825,000	6,920,761
Encumbered/Expended Amount	-1,361,248	-1,595,596	0	-2,956,844
This Item	0	-851,850	0	-851,850
Balance	0	1,287,067	1,825,000	3,112,067

**FUND(S):** Municipal Drainage CIP

---

**COMMENTS:** Funding for this item is available in the 2018-19 Municipal Drainage CIP. Construction for the Pecan Hollow Erosion Control 2017 project, in the amount of \$851,850, will leave a current year balance of \$1,287,067 available for future erosion control projects throughout the Plano Park System.

---

### SUMMARY OF ITEM

#### PROJECT BACKGROUND

The Parks and Recreation Department accepted bids on January 8, 2019 for the Pecan Hollow Erosion Control 2017 Project. The project includes the building of a retaining wall inside the banks of Cottonwood Creek on the Pecan Hollow Golf course. The project will address erosion issues that are currently

threatening a cart path, fairway, and green on the golf course. The erosion is less than three feet from the existing cart path in some areas. The construction of 500 linear feet of wall will armor the creek bank to protect it from erosion.

#### PROCESS & AWARD

The lowest responsive and responsible bid was submitted by HQS Construction, LLC in the amount of \$851,850. There were a total of 14,246 vendors notified of this project. Seven (7) complete bids were received for the project as shown in the attached bid recap.

#### IMPACT

If this project is not awarded, in all likelihood, the golf course will lose important infrastructure such as a cart path and green that are vital to golf operations.

#### **Strategic Plan Goal:**

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

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

Social Environment, Natural Environment

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#### **ATTACHMENTS:**

Description	Upload Date	Type
Bid Recap	2/12/2019	Bid Recap
Location Map	2/12/2019	Map

# CITY OF PLANO

## RFB CIP

**Bid No. 2018-0560-B**

**Pecan Hollow Erosion Control 2017**

**Project No. 6840**

### Bid Recap

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**Bid Opening Date/Time:** January 8, 2019 at 2:00 PM Central

**Number of Vendors Notified:** 14,246

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

**Number of Non-Responsive Bids Submitted:** 0

**Number of Responsive Bids Submitted:** 7

<b><u>Vendor:</u></b>	<b><u>Total Bid</u></b>
HQS Construction, LLC	\$ 851,850.00
Humphrey & Morton Construction Co., LLC	\$ 890,767.00
Austin Filter Systems, Inc.	\$ 987,100.00
Joel Brown & Co., LLC	\$1,030,735.00
ERS, Inc.	\$1,108,108.00
FNH Construction, LLC	\$1,240,225.00
Joe Funk Construction	\$1,310,628.00

**Recommended Vendor:**

HQS Construction, LLC	\$ 851,850.00
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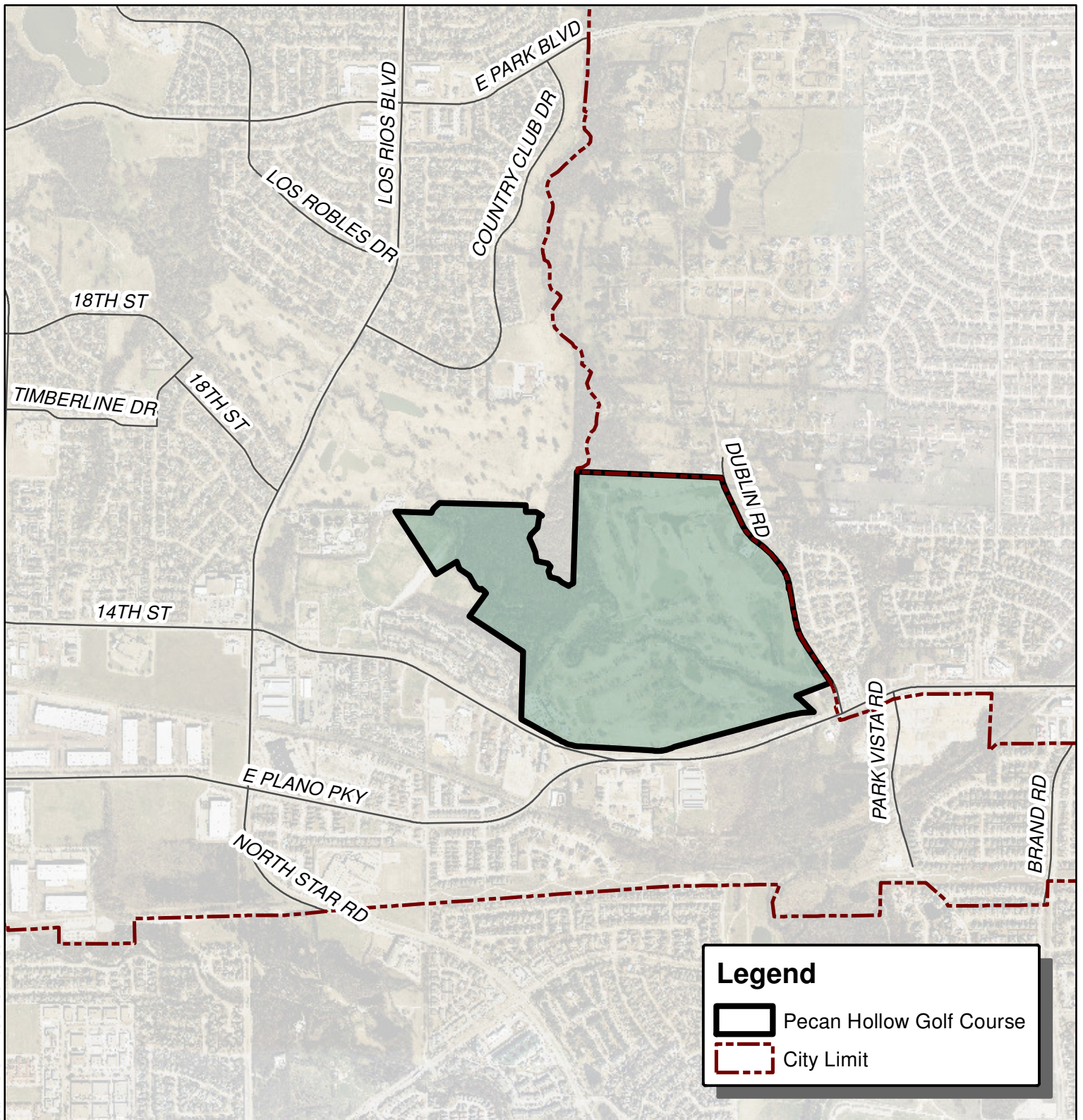
*Dave Leong*

\_\_\_\_\_  
Dave Leong, Contract Administrator

\_\_\_\_\_  
January 31, 2019

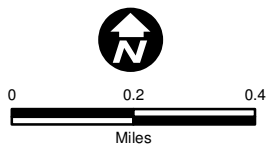
\_\_\_\_\_  
Date





**Legend**

- Pecan Hollow Golf Course
- City Limit



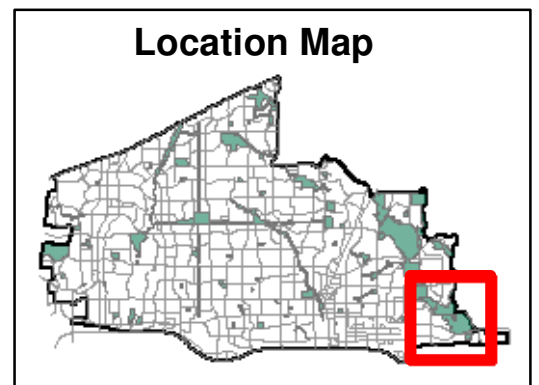
City of Plano Park Planning Division  
1/14/2019

## Pecan Hollow Erosion Control

4501 14th Street  
Plano, TX 75024

Project No. 6840

Page 40





## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Cynthia Hogue

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### CAPTION

RFB No. 2019-0163-B for Dallas North Estates Paving and Drainage Improvements, Project No. 6900, for Engineering to McMahon Contracting, L.P. in the amount of \$1,111,449; 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	353,719	3,020,381	0	3,374,100
Encumbered/Expended Amount	-353,719	-111,126	0	-464,845
This Item	0	-700,000	-411,449	-1,111,449
Balance	0	2,209,255	-411,449	1,797,806

**FUND(S):** Street Improvements CIP

---

**COMMENTS:** Funding for this item is available in the 2018-19 Street Improvements CIP. Construction of the Dallas North Estates Paving & Drainage project, in the amount of \$1,111,449, will leave a total balance of \$1,797,806 available for future expenditures on a second phase for the project in the Wood Park neighborhood.

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### SUMMARY OF ITEM

The Engineering Department accepted bids on January 17, 2019 for the Dallas North Estates Paving and Drainage Improvements. The project includes the reconstruction of the full 27'-wide residential roads, Creekbend Drive and Stanford Drive, between Linda Lane and Robin Road, as well as the alley

surrounding Dartmouth Circle along Woodburn Corners. The project includes pavement removal, lime stabilization and flex base subgrade, new 6" concrete pavement, new sidewalk pavement, and minor drainage improvements.

The lowest responsive and responsible bid was submitted by McMahon Contracting, L.P., a Texas Limited Partnership, in the amount of \$1,111,449. There were a total of 14,861 vendors notified of this project. 14 complete bids were received for the project as shown in the attached bid recap.

If this project is not awarded, the result is continued deterioration of the pavement and sidewalks along Creekbend Drive, Stanford Drive, and the alley surrounding Dartmouth Circle along Woodburn Corners in the Dallas North Estates neighborhood, resulting in increased traffic safety concerns, and a negative impact on the quality of life in this area.

### **Strategic Plan Goal:**

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

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

Built Environment, Social Environment

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### **ATTACHMENTS:**

Description	Upload Date	Type
Bid Recap	2/12/2019	Bid Recap
Location Map	2/8/2019	Map



# CITY OF PLANO

## RFB CIP

**Bid No. 2019-0163-B**

**Dallas North Estates Paving and Drainage Improvements**

**Project No. 6900**

### Bid Recap

---

**Bid Opening Date/Time:** January 17, 2019 @ 2:00 PM (CST)

**Number of Vendors Notified:** 14,861

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

**Number of Responsive Bids Submitted:** 14

<b><u>Vendor:</u></b>	<b><u>Total Bid</u></b>
McMahon Contracting, LP	\$1,111,449.05
Jim Bowman Construction, LP	\$1,154,531.50
XIT Paving Construction, Inc.	\$1,182,862.00
Quick Set Concrete	\$1,196,442.00
Austin Raymond Construction LLC dba Texas Civil Construction	\$1,200,713.00
Tiseo Paving Company	\$1,219,915.30
RKM Utility Services, Inc.	\$1,264,677.00
Axis Construction, Inc.	\$1,330,697.20
Camino Construction, LP	\$1,463,831.00
HQS Construction, LLC	\$1,481,074.50
Pavecon Public Works, LP	\$1,488,048.94
RBR Infrastructure & Road, LLC	\$1,506,106.00
Rebcon, Inc.	\$1,539,450.50
FNH Construction, LLC	\$1,605,128.50

**Recommended Vendor:**

McMahon Contracting, LP	\$1,111,449.05
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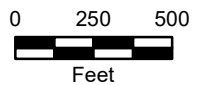
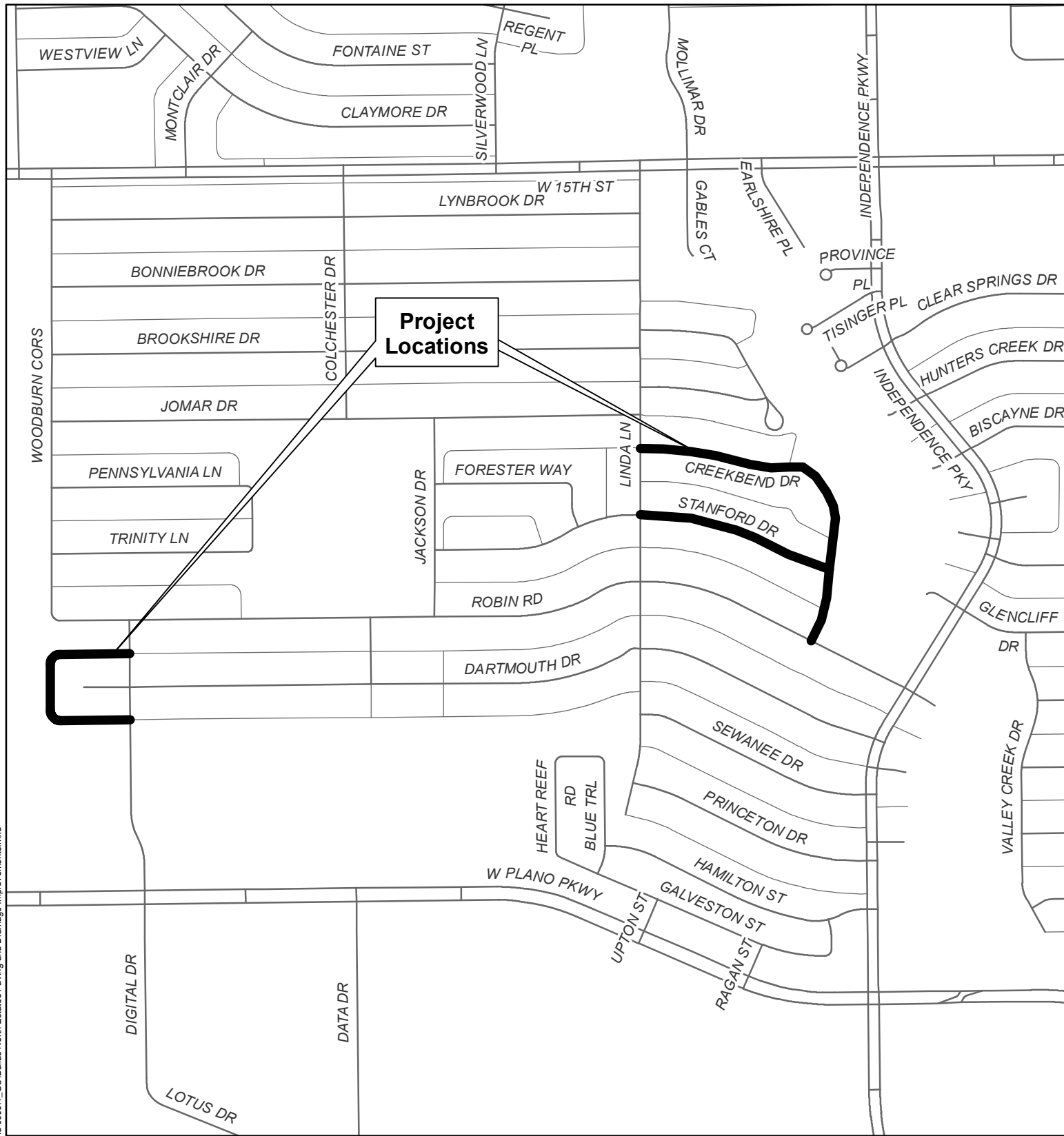
*Cynthia Hogue*

Cynthia Hogue, Contract Administrator

January 30, 2019

Date

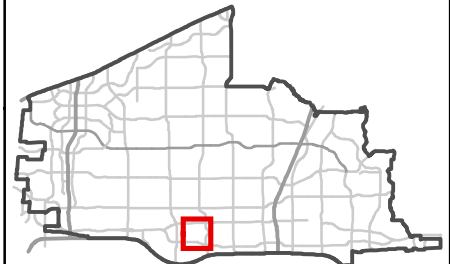
georgelau.Z:\GIS\Projects\Engineering\2019-01-31\_Project 6900 and 6900.1\_GU\Dallas North Estates Paving and Drainage Improvements.mxd



# Dallas North Estates Paving and Drainage Improvements

**Project No. 6900**  
Page 44

**Project Location**





## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Cynthia Hogue

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### CAPTION

RFB No. 2019-0204-B for 18th Street and Rigsbee Drive Reconstruction, Project No. 6651, for Engineering to Jim Bowman Construction Company, L.P. in the amount of \$5,029,248; 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	297,441	4,511,759	2,000,000	6,809,200
Encumbered/Expended Amount	-297,441	106,409	0	-403,850
This Item	0	-3,020,000	-2,009,248	-5,029,248
Balance	0	1,385,350	-9,248	1,376,102

**FUND(S):** Street Improvements CIP & Water CIP

---

### COMMENTS:

Funding for this item is available in the 2018-19 Street Improvements CIP and Water CIP, with additional funding planned in 2019-20. Construction of the 18<sup>th</sup> Street & Rigsbee Drive Reconstruction project, in the total amount of \$5,029,248, will leave a project balance of \$1,376,102 available for future expenditures on this or other street and water improvement projects.

---

### SUMMARY OF ITEM

The Engineering Department accepted bids on January 31, 2019 for the 18<sup>th</sup> Street and Rigsbee Drive Reconstruction project. The project includes replacement of waterlines, removal and replacement of street and sidewalk paving, installation of storm sewer in 18th Street from Jupiter Road to Dale Drive, in Rigsbee Drive from 14<sup>th</sup> Street to Briarwood Drive and in 18<sup>th</sup> Street from Redbud Lane to 500 feet east of Redbud Lane.

The lowest responsive and responsible bid was submitted by Jim Bowman Construction Company, L.P., in the amount of \$5,029,247.60. There were a total of 16,073 vendors notified of this project. 7 complete bids were received for the project as shown in the attached bid recap.

If this project is not awarded, the waterlines, pavement, and storm drainage system will continue to deteriorate or be inadequately sized for stormwater runoff, resulting in continued maintenance costs, increased traffic safety concerns, and a negative impact on the quality of life in this area.

**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
Bid recap	2/12/2019	Bid Recap
Location Map	2/7/2019	Map

# CITY OF PLANO

## RFB CIP

### Bid No. 2019-0204-B

### 18<sup>th</sup> Street and Rigsbee Drive Reconstruction

### Project No. 6651

## Bid Recap

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**Bid Opening Date/Time:** January 31, 2019 @ 1:30 PM (CST)

**Number of Vendors Notified:** 16,073

**Vendors Submitting “No Bids”:** 0

**Number of Responsive Bids Submitted:** 7

<b><u>Vendor:</u></b>	<b><u>Total Bid Alt 1</u></b>	<b><u>Total Bid Alt 2</u></b>
Jim Bowman Construction Company, LP	\$5,029,247.60	\$5,091,878.85
New World Contracting, LLC	\$5,103,071.00	\$5,141,806.00
Tiseo Paving Company	\$5,469,587.00	\$5,506,557.00
Camino Construction, LP	\$5,593,250.00	\$5,636,050.00
McMahon Contracting, LP	\$5,595,823.39	\$5,674,601.69
FNH Construction, LLC	\$5,906,494.00	\$5,983,994.00
Tri-Con Services, Inc.	\$6,861,000.00	\$6,965,275.00

**Recommended Vendor:**

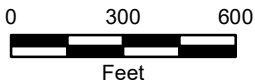
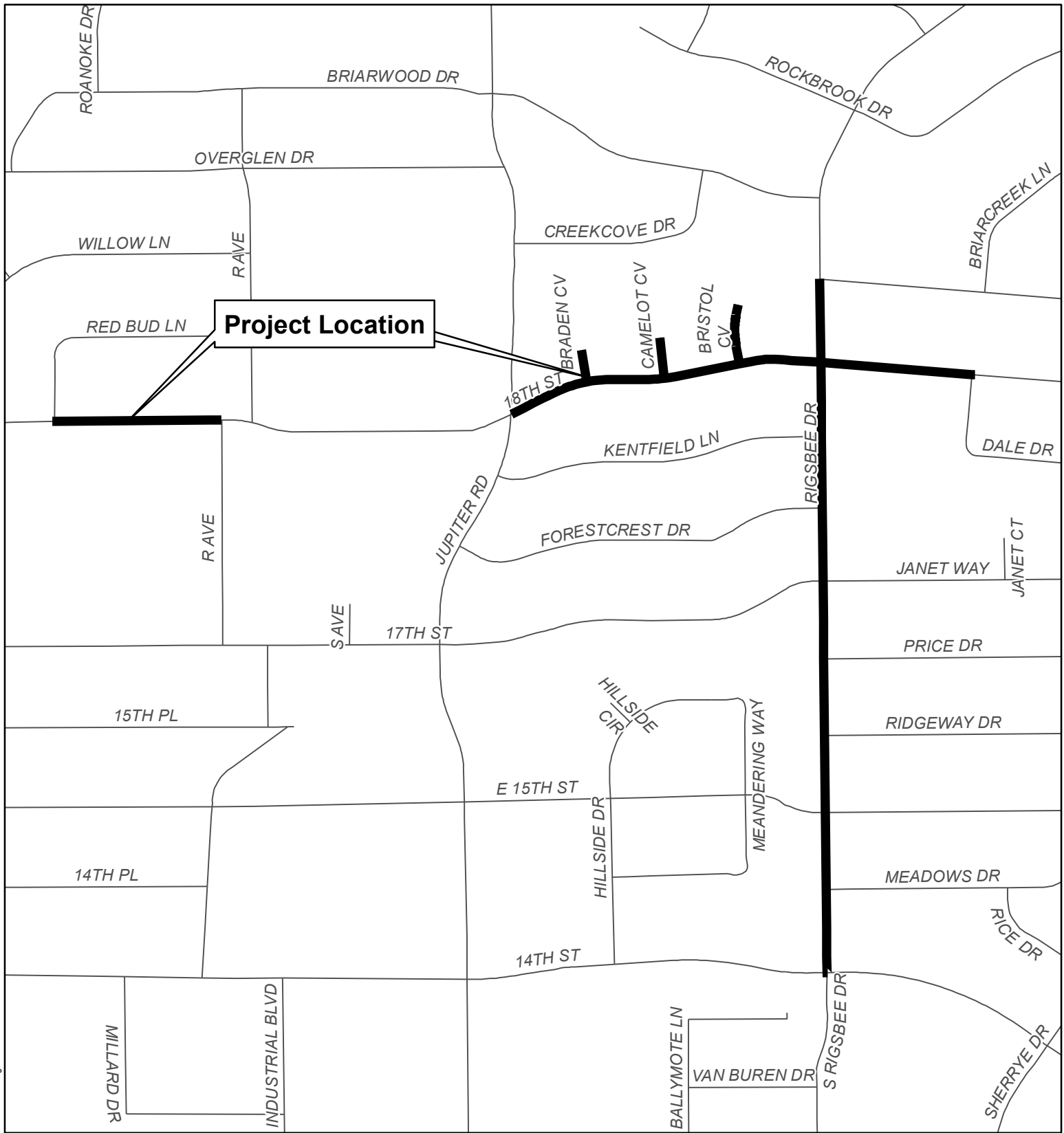
Jim Bowman Construction	\$5,029,247.60
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*Cynthia Hogue*

\_\_\_\_\_  
Cynthia Hogue, Contract Administrator

February 7, 2019

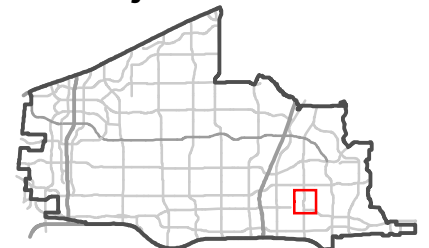
\_\_\_\_\_  
Date



City of Plano, BI/GIS  
February 2019

## 18th Street and Rigsbee Drive Reconstruction Project No. 6651

### Project Location





## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: HR

Department Head: Shanté Akafia

Agenda Coordinator: Vernie Rambo

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### CAPTION

To approve the purchase of e-Learning Software and Licenses for Human Resources for a two-year contract in the amount of \$88,400 from Skillsoft Corporation through an existing contract; and authorizing the City Manager to execute all necessary documents. (DIR-TSO-3899) **Approved**

---

### FINANCIAL SUMMARY

Operating Expense

<b>FISCAL YEAR: 2018-19 thru 2020-21</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
<b>Budget</b>	0	226,028	44,200	270,228
<b>Encumbered/Expended Amount</b>	0	-83,903	0	-83,903
<b>This Item</b>	0	-44,200	-44,200	-88,400
		97,925	0	97,925

**FUND(S):** GENERAL FUND

---

**COMMENTS:** This item approves price quotes. Expenditures will be made from the Human Resources Department Budget within the approved budget appropriations for each year of the contract. The amount to be spent in FY 2018-19 is \$44,200 and FY 2019-20 is \$44,200. This agreement approves a two-year contract with annual payments for an estimated total amount of \$88,400. The current year remaining balance will be used for other Human Resources Contracts and Professional Services.

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### SUMMARY OF ITEM

The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek

competitive bids for items. (State of Texas Department of Information Resources Contract #DIR-TSO-3899; City of Plano #2019-0008-I)  
See Recommendation Memo

**Strategic Plan Goal:**

Financially Strong City with Service Excellence

**Plano Tomorrow Plan Pillar:**

Economic Environment

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**ATTACHMENTS:**

Description	Upload Date	Type
2019-0008-I Recommendation Memo	1/31/2019	Memo
2019-0008-I Coop Quote Recap	2/8/2019	Cooperative Quote Recap



**Date:** January 22, 2019

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

**From:** Shanté Akafia, Director of Human Resources

**Subject:** Award Recommendation for Contract for Skillsoft Online e-Learning Software and Licenses, 2019-0008-I

The City of Plano will procure Skillsoft e-Learning software, licenses and services, through a two-year contract with Skillsoft Corporation. The two-year contract cost is \$88,400 (\$44,200 per year).

The Human Resources Department recommends awarding Skillsoft Corporation \$44,200 per year to maintain our current e-Learning platform. Skillsoft is a self-paced online training portal, with more than 1,500 courses and supports the City's vision for maintaining a comprehensive catalog of training and development courses to accommodate various work schedules. The City's goal for management of training and development requires the administration and tracking of training activities as well as providing an easily accessible platform to monitor and analyze completion of compliance courses, which Skillsoft has successfully provided us the ability to do. Skillsoft was awarded the RFP in 2012 for the first On-Line Training & Professional Development Services to be used by the City of Plano. The City has continued to use Skillsoft e-Learning Software for the past 7 years as part of its progressive approach to training and professional development.

Supervisors are able to use Skillsoft as an immediate resource to address specific behavior issues. Skillsoft courses are also used in conjunction with instructor led training, to support concepts and technical training, and provide continuity to employee training. Employees unable to attend instructor led classes benefit from Skillsoft courses as they may be taken from any computer. Video courses may be accessed from any mobile device.

Without Skillsoft, employees are limited by time and distance to access professional development and desktop skills in an instructor-led setting only. In 2018, more than 5,900 courses were launched by 1,872 learners.

# CITY OF PLANO

Quote No. 2019-0008-I

## Purchase of SkillSoft e-Learning Software and Licenses Cooperative Quote Recap

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**Number of Vendors Contacted:** 1

**Vendors Submitting "No Bids":** None

**Number of Responsive Quotes Submitted:** 2

<b><u>Vendor Name</u></b>	<b><u>Amount</u></b>
SkillSoft Corporation via DIR-TSO-3899	\$ 88,400
SkillSoft Corporation via Sourcewell 090314-SSC	\$191,445
 <b><u>Recommended Vendor(s):</u></b>	
SkillSoft Corporation via DIR-TSO-3899	\$ 88,400

*Vernie Rambo*

Vernie Rambo, Senior Buyer

February 8, 2019

Date



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

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### CAPTION

To approve the purchase of one (1) Ford Transit High Roof Extended Length Van in the amount of \$34,641 from Caldwell Country Ford, and one (1) CUES Multi-conductor TV Inspection System in the amount of \$195,060 from CLS Equipment, for Fleet Services to be utilized by Utility Operations for a total cost of \$229,701 through existing HGAC contracts; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. VE11-18 and SC01-18) **Approved**

---

### FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	282,000	0	282,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-229,701	0	-229,701
Balance	0	52,299	0	52,299

**FUND(S):** Equipment Replacement Fund

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**COMMENTS:** Funds are available in the FY 2018-19 Adopted Budget to purchase one (1) Ford Transit High Roof Extended Length Van with installed Multi-conductor TV Inspection System for the scheduled replacement of unit #11552 in Cost Center #762 / Utilities District #3. The remaining balance will be used for other Equipment Replacement Fund capital purchases.

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### SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government

or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (HGAC Contract No. VE11-18 and SC01-18 / City of Plano Internal Contract No. 2019-0191-O) See Recommendation Memo.

**Strategic Plan Goal:**

Financially Strong City with Service Excellence

**Plano Tomorrow Plan Pillar:**

Built Environment

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**ATTACHMENTS:**

Description	Upload Date	Type
Recommendation Memo	2/12/2019	Memo
Cooperative Quote Recap	2/14/2019	Cooperative Quote Recap

**Date:** January 24, 2019

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

**From:** Gerald Cosgrove, P.E., Director of Public Works

**Subject:** Sewer Inspection Camera Van Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) Ford Transit High Roof Extended Length Van with installed CUES Multi-conductor TV Inspection System. One (1) Ford Transit High Roof Extended Length Van will be purchased from Caldwell Country Ford in the amount of \$34,641.00 through HGAC Contract No. VE11-18. The CUES Multi-conductor TV Inspection System will be purchased from CLS Equipment in the amount of \$195,060.00 through HGAC Contract No. SC01-18. Fleet Services and Purchasing have reviewed multiple Cooperative Contract quotes and found that these vendors provide the best value for the City.

This unit is a scheduled replacement from Capital Outlay FY2018-19 for unit 11552 Van, Sewer, Inspection in Cost Center 762 Utilities District 3. Due to operational demands, it is necessary to purchase at this time.

The purchase of a Sewer Inspection Camera Van in Cost Center 762 Utilities District 3 is necessary for the following reasons:

1. This unit serves critical processing roles in meeting the demands of the wastewater line system and is essential in dictating replacement and repairs.
2. The old unit is in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above vehicle.
3. If this unit is not replaced, we will incur additional maintenance costs and the salvage value will be greatly depreciated. In addition, the older aging unit would limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.

**CITY OF PLANO  
SOLICITATION NO. 2019-0191-O  
SEWER INSPECTION CAMERA VAN  
COOPERATIVE QUOTE RECAP**

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**Number of Vendors Contacted:** One (1) for Camera Equipment and Two (2) for the Vehicle to Hold the Camera Equipment

**Number of Responsive Quotes Received:** Two (2) for Camera Equipment and Two (2) for the Vehicle to Hold the Camera Equipment

Ford Transit High Roof Extended Length Van from Caldwell Country Ford via HGAC Contract No. VE11-18	\$ 34,641.00
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Ford Transit High Roof Extended Length Van from Silsbee Ford via BuyBoard Contract No. 521-16	\$ 37,549.00
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CUES Multi-conductor TV Inspection System from CLS Equipment via HGAC Contract No. SC01-18	\$195,060.00
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CUES Multi-conductor TV Inspection System from CLS Equipment via BuyBoard Contract No. 513-16	\$195,460.00
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**Recommended Vendors:**

Caldwell Country Ford	\$ 34,641.00
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CLS Equipment	<u>\$195,060.00</u>
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Total Cost	\$229,701.00
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Lincoln Thompson

Lincoln Thompson  
Senior Buyer

January 14, 2019

Date



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

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### CAPTION

To approve the purchase of six (6) 12-14 Yard Dump Trucks for Fleet Services to be utilized by Streets and Utility Operations in the amount of \$679,889 from Southwest International Trucks, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 081716-NVS) **Approved**

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### FINANCIAL SUMMARY

#### Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	887,800	0	887,800
Encumbered/Expended Amount	0	0	0	0
This Item	0	-679,889	0	-679,889
Balance	0	207,911	0	207,911

**FUND(S):** Equipment Replacement Fund

---

**COMMENTS:** Funds are available in the FY 2018-19 Adopted Budget to purchase six (6) 12-14 Yard Dump Trucks for the scheduled replacement of unit #07801 and #07803 in Cost Center #742/Streets; unit #04801, #07805 and #08802 in Cost Center #766/Utility District #1; and unit #07802 in Cost Center #767/Utility Cut Services. The remaining balance will be used for other Equipment Replacement Fund capital purchases.

---

### SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government

or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Sourcewell Contract No. 081716-NVS / City of Plano Contract No. 2019-0254-O)  
See Recommendation Memo.

**Strategic Plan Goal:**

Financially Strong City with Service Excellence

**Plano Tomorrow Plan Pillar:**

Built Environment

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**ATTACHMENTS:**

Description	Upload Date	Type
Recommendation Memo	2/13/2019	Memo
Cooperative Quote Recap	2/13/2019	Cooperative Quote Recap



**Date:** February 7, 2019

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

**From:** Gerald Cosgrove, P.E., Director of Public Works

**Subject:** Six (6) 12-14 Yard Dump Trucks Purchase Recommendation

It is the recommendation of Fleet Services to purchase six (6) 12-14 Yard Dump Trucks in the amount of \$679,889.04 from Southwest International Trucks, Inc. through Sourcewell Contract No. 081716-NVS. Fleet Services and Purchasing have reviewed multiple Cooperative Contract quotes and found this to be the best value for the City.

These units are scheduled replacements from Capital Outlay FY18-19 of units 07801 and 07803 Truck, Dump, 12-14 Cubic Yards in Cost Center 742 Streets; units 04801, 07805, and 08802 Truck, Dump, 12-14 Cubic Yards in Cost Center 766 Utility District 1; and unit 07802 Truck, Dump, 12-14 Cubic Yards in Cost Center 767 Utility Cut Services. Due to operational demands, it is necessary to purchase at this time.

The purchase of the 12-14 Yard Dump Trucks for Cost Centers 742 Streets, 766 Utility District 1, and 767 Utility Cut Services is necessary for the following reasons:

1. These units are essential to these departments' daily operations and are required to maintain current service levels.
2. The old units are in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above units.
3. If these units are not replaced, we will incur additional maintenance costs and the salvage value will be greatly depreciated. In addition, the older, aging units will limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.

**CITY OF PLANO  
SOLICITATION NO. 2019-0254-O  
SIX (6) 12-14 YARD DUMP TRUCKS  
COOPERATIVE QUOTE RECAP**

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**Number of Vendors Contacted:** 3

**Number of Responsive Quotes Received:** 3

Navistar HV607 from Southwest International Trucks, Inc. via Sourcewell Contract No. 081716-NVS	\$679,889.04
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Peterbilt 348 from Rush Truck Centers of Texas, LP via HGAC Contract No. HT06-18	\$813,786.00
---	--------------

Kenworth T880 from MHC Kenworth via BuyBoard Contract No. 521-16	\$905,469.60
---	--------------

**Recommended Vendor:**

Southwest International Trucks, Inc.	\$679,889.04
--------------------------------------	--------------

*Lincoln Thompson*

Lincoln Thompson  
Senior Buyer

*February 12, 2019*

Date



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

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### CAPTION

To approve the purchase of 300 Vista XLT Body Worn Cameras with warranties and accessories for the Police Department in the amount of \$182,259 from WatchGuard, Inc. 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: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	973,615	0	973,615
Encumbered/Expended Amount	0	-653,489	0	-653,489
This Item	0	-182,259	0	-182,259
Balance	0	137,867	0	137,867

**FUND(S):** Traffic Safety Fund

---

**COMMENTS:** Funding for the purchase of Vista XLT body worn cameras is available in the Traffic Safety Fund. The total estimated amount to be spent for the purchase of 300 cameras with a 3-year warranty, cables, and mounting adapters is \$182,259, following a credit for the return of previously purchased cameras.

---

### 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. 2019-0250-O)  
See Recommendation Memo.

**Strategic Plan Goal:**

Financially Strong City with Service Excellence, Safe Large City

**Plano Tomorrow Plan Pillar:**


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**ATTACHMENTS:**

Description	Upload Date	Type
Recommendation Memo	2/12/2019	Memo
Cooperative Quote Recap	2/12/2019	Cooperative Quote Recap

**Date:** February 5, 2019

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

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

**Subject:** Body Worn Camera Upgrade Award Recommendation

In 2017, The Plano Police Department purchased 300 WatchGuard Video Vista HD Extended Capacity body worn cameras (BWCs) for distribution to all first responders. At the time, the company was developing a new generation camera that included longer battery life and wireless features, including automatic activation triggers, audio playback synchronization, and smartphone viewing capability. Unfortunately, however, the timeline for release of the new product exceeded that of our state grant, so we purchased the first generation camera instead through an agreement that allowed for full value rebate of the used cameras toward an upgrade to the new model within 12-months of its release. WatchGuard Video released the Vista XLT model for production in February 2018, so we are quickly approaching the agreement deadline. The department expects to benefit greatly from features offered by the new generation camera and I am recommending we proceed with this upgrade.

WatchGuard Video has provided a quote based on Texas Department of Information Resources (DIR) Contract No. TSO-DIR-4163 for the purchase of 300 Vista XLT cameras with 3-year no-fault warranty, 45 additional cables, and 400 additional mounting adapters, at a total cost of \$182,258.88. We will use the Traffic Safety Fund for this entire purchase.

If these body worn cameras are not purchased, it would diminish the Police Department's ability to most effectively fulfill its mission and it would negatively impact our partnership with the citizens of Plano.

CITY OF PLANO  
SOLICITATION NO. 2019-0250-O  
BODY WORN CAMERA UPGRADE  
COOPERATIVE QUOTE RECAP

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**Number of Vendors Contacted:** 1

**Number of Responsive Quotes Received:** 1

Three hundred (300) Vista XLT Cameras with Warranties and Accessories from WatchGuard, Inc. via DIR Contract No. DIR-TSO-4163	\$182,258.88
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**Recommended Vendor:**

WatchGuard, Inc.	\$182,258.88
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*Lincoln Thompson*

Lincoln Thompson  
Senior Buyer

*February 6, 2019*

Date



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

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### CAPTION

To approve the purchase of one hundred fifty (150) Electronic Ticket Writers consisting of Zebra TC75X handheld computers, Zebra ZQ520 portable printers, software licenses, accessories, and four (4) annual license renewals for the Police Department in the amount of \$555,664 from Tyler Technologies through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 110515-TTI) **Approved**

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### FINANCIAL SUMMARY

#### Operating Expense

FISCAL YEAR: 2018-19 through 2022-23	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	973,615	99,884	1,073,499
Encumbered/Expended Amount	0	-197,709	0	-197,709
This Item	0	-455,780	-99,884	-555,664
Balance	0	320,126	0	320,126

**FUND(S):** Traffic Safety Fund

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**COMMENTS:** Funding for the purchase of handheld computers, peripherals, and licenses is available in the Traffic Safety Fund. The total estimated amount to be spent in FY 2018-19 is \$455,780 for the purchase of the units and peripherals. The estimated future cost, for the annual maintenance agreement, is \$99,884 (\$24,971 in each of FY's 2019-20, 2020-21, 2021-22, & 2022-23).

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### SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government

or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Sourcewell Contract No. 110515-TTI / City of Plano Internal Contract No. 2019-0041-O)  
See Recommendation Memo.

**Strategic Plan Goal:**

Financially Strong City with Service Excellence, Safe Large City

**Plano Tomorrow Plan Pillar:**

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**ATTACHMENTS:**

Description	Upload Date	Type
Recommendation Memo	2/14/2019	Memo
Cooperative Quote Recap	2/14/2019	Cooperative Quote Recap



**Date:** February 5, 2019

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

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

**Subject:** Purchase Recommendation for Electronic Ticket Writers

In 2016, the Police Department acquired fifty (50) Zebra TC75 handheld computers and fifty (50) Zebra ZQ520 portable printers to be used as electronic ticket writers, to replace the aging Motorola handhelds and printers that had been in use for several years. Municipal court administrative staff, City of Plano management, and the Police Department's Planning and Research Unit have long advocated the use of electronic citations for the following reasons:

- Elimination of the need for wasteful, redundant data entry by Municipal Court Clerks and Police Records Unit personnel.
- Greatly increased accuracy in the collection of racial profiling data and other critical information; virtually eliminating the need for post-issuance modifications due to incorrect entries, illegible print, or information omitted by officers.
- Much faster transfer of citation information from officers to existing records databases for access by Municipal Court clerks and Police Department personnel.
- Minimization of the need for expensive citation books, which must be specially printed, secured, distributed, and audited by Police Department personnel.
- Barcode scanners integrated into the devices help increase data collection efficiency.
- Integrated cameras and microphones allow officers to capture valuable still images, audio, and/or video recordings of citizen contacts.

The Police Department now seeks to expand this program by procuring one hundred fifty (150) additional handheld computers and portable printers, along with additional Brazos E-Citation software licenses, accessories, and four (4) annual license renewals. The necessary hardware and software for these electronic ticket writers are available from Tyler Technologies through Sourcewell Contract No. 110515-TTI, which represents the best value option for the City of Plano. The necessary software is only available from Tyler Technologies. The logistics of programming the hardware to work with Brazos E-Citation software licenses would be more costly and difficult if the hardware was purchased from a third party.

Use of the Traffic Safety Fund has been approved for the purchase of all equipment and software, with an initial cost of \$455,780 and \$24,971 in recurring fees for software licensing and hosting (total anticipated five-year cost of \$555,664). Many important benefits, as described above, have already been realized as a result of electronic citation issuance, and expansion of the program has long been a goal of the Police Department. Failure to acquire these additional devices will negatively impact our ability to provide outstanding police services to the citizens of Plano.

CITY OF PLANO  
SOLICITATION NO. 2019-0041-O  
ELECTRONIC TICKET WRITERS  
COOPERATIVE QUOTE RECAP

---

**Number of Vendors Contacted:** 1

**Number of Responsive Quotes Received:** 1

One hundred fifty (150) Zebra TC75X handheld computers, Zebra ZQ520 portable printers, software licenses, accessories, and four (4) annual license renewals from Tyler Technologies via Sourcewell Contract No. 110515-TTI \$555,664.00

**Recommended Vendor:**

Tyler Technologies \$555,664.00

Lincoln Thompson

Lincoln Thompson  
Senior Buyer

February 5, 2019

Date



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

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### CAPTION

To approve the purchase of Engineering Furniture for the Traffic Management Center in the amount of \$121,555 from Texas Furniture Source, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (TCPN Contract No. R142208, TCPN Contract No. R142217)

**Approved**

---

### FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	343,755	1,028,079	250,000	1,621,834
Encumbered/Expended Amount	-343,755	-498,272	0	-842,027
This Item	0	-121,555	0	-121,555
Balance	0	408,252	250,000	658,252

**FUND(S):** Street Improvement CIP

---

**COMMENTS:** Funding for this item is available in the 2018-19 Street Improvements CIP. The purchase of engineering furniture for the Traffic Management Center, in the amount of \$121,555, will leave a current year balance of \$408,252 available for future signalization and traffic management expenditures.

---

### SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for

items. (TCPN Contract No. R142208, TCPN Contract No. R142217, City of Plano Contract No. 2019-0124-O)

See Recommendation Memo.

**Strategic Plan Goal:**

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

**Plano Tomorrow Plan Pillar:**

Built Environment, Economic Environment

---

**ATTACHMENTS:**

Description	Upload Date	Type
Recommendation Memo	2/14/2019	Memo
Bid Recap	2/14/2019	Bid Recap

**Date:** January 29, 2019

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

**Via:** B. Caleb Thornhill  
Director of Engineering

**From:** Richard Medlen  
Facilities Maintenance Superintendent

**Subject:** Engineering Furniture for Traffic Management Center – Bid #2019-0124-O

I have reviewed the bids submitted for the Engineering Furniture for the Traffic Management Center. I recommend award to the lowest responsive responsible bid submitted from Texas Furniture Source, Inc. - Alternate Quote for \$121,555.22. There were five additional bids submitted from McKinney Office Supply for \$133,786.83, Texas Furniture Source, Inc. for \$146,720.72, Business Interiors for \$155,852.06, Trio-Resources (Partial Quote) for \$80,850.00 and Wilson Office Interiors (Partial Quote) for \$113,597.38.

The existing Traffic Management Center space is being renovated to accommodate the significantly increased requirements for managing mobility throughout the city. As a result, the new furniture is needed to meet the design layout of the newly added and renovated area.

The funding for the project is in CIP Account #36742.

Please contact me if you have any questions.

/md

cc: Jim Razinha  
Brian Shewski  
Sandy Bloomer  
Matt Yager  
Michael Parrish  
Earl Whitaker



**Quote No. 2019-0124-O**

**Engineering Furniture for Traffic Management Center**

**Cooperative Quote Recap**

---

**Quote Due Date/Time:** January 4, 2019 at 5:00 PM

**Number of Vendors Contacted:** 6

**Vendors Submitting “No Bids”:** 0

**Number of Quotes Submitted Non-Responsive:** 0

**Number of Quotes Submitted:** 6

<b><u>VENDOR NAME</u></b>	<b><u>AMOUNT</u></b>
Texas Furniture Source, Inc. – Alternate Quote	\$121,555.22
McKinney Office Supply	\$133,786.83
Texas Furniture Source, Inc.	\$146,720.72
Business Interiors	\$155,852.06
Trio-Resources (Partial Quote)	\$ 80,850.00
Wilson Office Interiors (Partial Quote)	\$113,597.38

<b><u>RECOMMENDED VENDOR</u></b>	<b><u>AMOUNT</u></b>
Texas Furniture Source, Inc. – Alternate Quote	\$121,555.22

*Michael Parrish*

---

Michael Parrish, Senior Buyer

January 18, 2019

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Date



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Eco Dev

Department Head: Sally Bane

Agenda Coordinator: Nancy Corwin 972-941-7137

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### CAPTION

To approve an increase to the current awarded contract amount of \$436,189 by \$184,395, for a total contract amount of \$620,584, for the renewal of the lease for the office space from Granite Park NM/GP III, LP, successor in interest to Granite Park III, Ltd., for Economic Development for one (1) five-year term; and authorizing the City Manager to execute all necessary documents. (Contract No. 2006-223-C, Fifth Amendment) **Approved**

---

### FINANCIAL SUMMARY

#### Operating Expense

FISCAL YEAR:	2019-20 thru 2023-24	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	620,584	<b>620,584</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	-620,584	<b>-620,584</b>
BALANCE		0	0	0	<b>0</b>

**FUND(S):** General Fund

---

**COMMENTS:** This item's expenditures will be made in the Economic Development Department based on need for each fiscal year of the contract. The estimated future annual amount to be spent in FY 2019-20 is \$119,620, FY 2020-21 is \$121,868, FY 2021-22 is \$124,117, FY 2022-23 is \$126,365, and FY 2023-24 is \$128,614, which will be made within approved budget appropriations.

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## SUMMARY OF ITEM

See Recommendation Memo.

### Strategic Plan Goal:

Financially Strong City with Service Excellence

### Plano Tomorrow Plan Pillar:

Economic Environment

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### ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	2/12/2019	Agreement



**Date:** February 25, 2019

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

**From:** Sally Bane, Director of Economic Development

**Subject:** Bid No. 2006-223-C – Fifth Amendment to Office Lease with Granite Park NM/GP III, LP, successor in interest to Granite Park III, Ltd., for Economic Development Office

It is recommended that the lease agreement by and between the City of Plano and Granite Park NM/GP III, LP, successor in interest to Granite Park III, Ltd. be amended per the Fifth Amendment to Office Lease.

The site of the City of Plano's Office of Economic Development is recommended to remain at Granite Park Three, Suite 310, Plano, Texas 75024. The Fifth Amendment's proposed annual lease rate per square foot of premises rented of \$25.00 (FY 19/20) to \$28.00 (FY 23/24) NNN/Premises Rentable Area is below the current market average of \$26.39/SF NNN for comparable office space in zip code 75024. In addition to the savings defined above, relocating the office would create a disruption of operations, remove the availability of conference meeting space in the Legacy/Granite Park area and incur new expenses to move, reprint documents and stationary and modify the website.

This amendment is for one term of five years, with fiscal year amounts as listed below:

FY 2019-2020 - \$119,620  
FY 2020-2021 - \$121,868  
FY 2021-2022 - \$124,117  
FY 2022-2023 - \$126,365  
FY 2023-2024 - \$128,614  
Total amount of \$620,584

Please let me know if you have any questions.



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Shawn Breen

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### CAPTION

To approve an increase to the current awarded contract amount of \$1,123,400 by \$99,611, for a total contract amount of \$1,223,011, for the Concrete Sidewalk Requirements Contract - East, Project 6835, from Cidrax Texas, LLC for Public Works; and authorizing the City Manager to execute all necessary documents. (Contract No. 2017-0322-P; Change Order No. 3) **Approved**

---

### FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		3,577,202	2,410,798	25,250,000	<b>31,238,000</b>
Encumbered/Expended Amount		-3,577,202	-2,483,156	0	<b>-6,060,358</b>
This Item		0	-99,611	0	<b>-99,611</b>
BALANCE		0	-171,969	25,250,000	<b>25,078,031</b>

**FUND(S):** Capital Maintenance Fund

---

**COMMENTS:** Funding is available for this item in the 2018-19 Capital Maintenance Fund budget. Increasing the existing construction contract for concrete repairs, in the amount of \$99,611, will leave a balance of \$25,028,031 for future expenditures related to sidewalk repairs and maintenance throughout Plano. The additional funds of \$171,969 for this current fiscal year will be covered from other Street Capital Maintenance Fund projects.

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### SUMMARY OF ITEM

This change order is to allow for the repair of additional quantities of Barrier Free Ramps, not included in the original bid, that have been identified in the field as not meeting ADA Standards.

Public Works recommends the approval of Change Order No. 3 to Cidrax Texas, LLC. The total contract

amount will be \$1,223,011.00, which is a 9% increase of the original contract amount of \$1,123,400.00.

If this change order is not approved by Council, the Barrier Free Ramps will remain below ADA Standards and pose a potential safety issue.

**Strategic Plan Goal:**

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

**Plano Tomorrow Plan Pillar:**

Built Environment, Social Environment

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## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Libby McCabe

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### CAPTION

To approve an increase to the current awarded contract amount of \$948,385 by \$104,301, for a total contract amount of \$1,052,686, for Alley Reconstruction – Mountain Pass, Buffalo Bend, Project No. 6660 from MHB Construction, Inc.; and authorizing the City Manager to execute all necessary documents. (Original Bid No. 2018-0085-B, Change Order No. 1) **Approved**

---

### FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		984,632	267,935	0	<b>1,252,567</b>
Encumbered/Expended Amount		-984,632	-145,216	0	<b>-1,129,848</b>
This Item		0	-104,301	0	<b>-104,301</b>
BALANCE		0	18,418	0	<b>18,418</b>

**FUND(S):** Street Improvements CIP

---

**COMMENTS:** Funding for this item is available in the 2018-19 Street Improvements CIP. The first change order to the construction contract for the Alley Reconstruction - Mountain Pass, Buffalo Bend project, in the amount of \$104,301, will leave a balance of \$18,418 available for future expenditures on this or other street projects.

---

### SUMMARY OF ITEM

The Engineering Department recommends approval of Change Order No. 1 for the increase in the construction contract with MHB Construction, Inc., in the amount of \$104,300.67, for the Alley Reconstruction – Mountain Pass, Buffalo Bend, Project No. 6660.

Change Order No. 1 includes additions and changes made during the construction of the project including the following:

1. Increase of the depth of grade beam for the screening wall to improve the drainage to the adjacent alley.
2. The designed center line of the screening wall did not match the existing site conditions; therefore, the length of the wall had to be increased by 30 linear feet and two additional reinforced concrete drilled shafts had to be constructed.
3. Adjustments to the quantities of specific contract items were made to meet existing field conditions and account for overruns to reconcile the budget and complete the project.

If this change order is not approved, further delays in construction will occur and the quality of life of the surrounding neighborhoods will continue to be impacted.

**Strategic Plan Goal:**

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

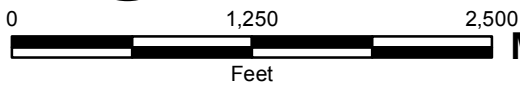
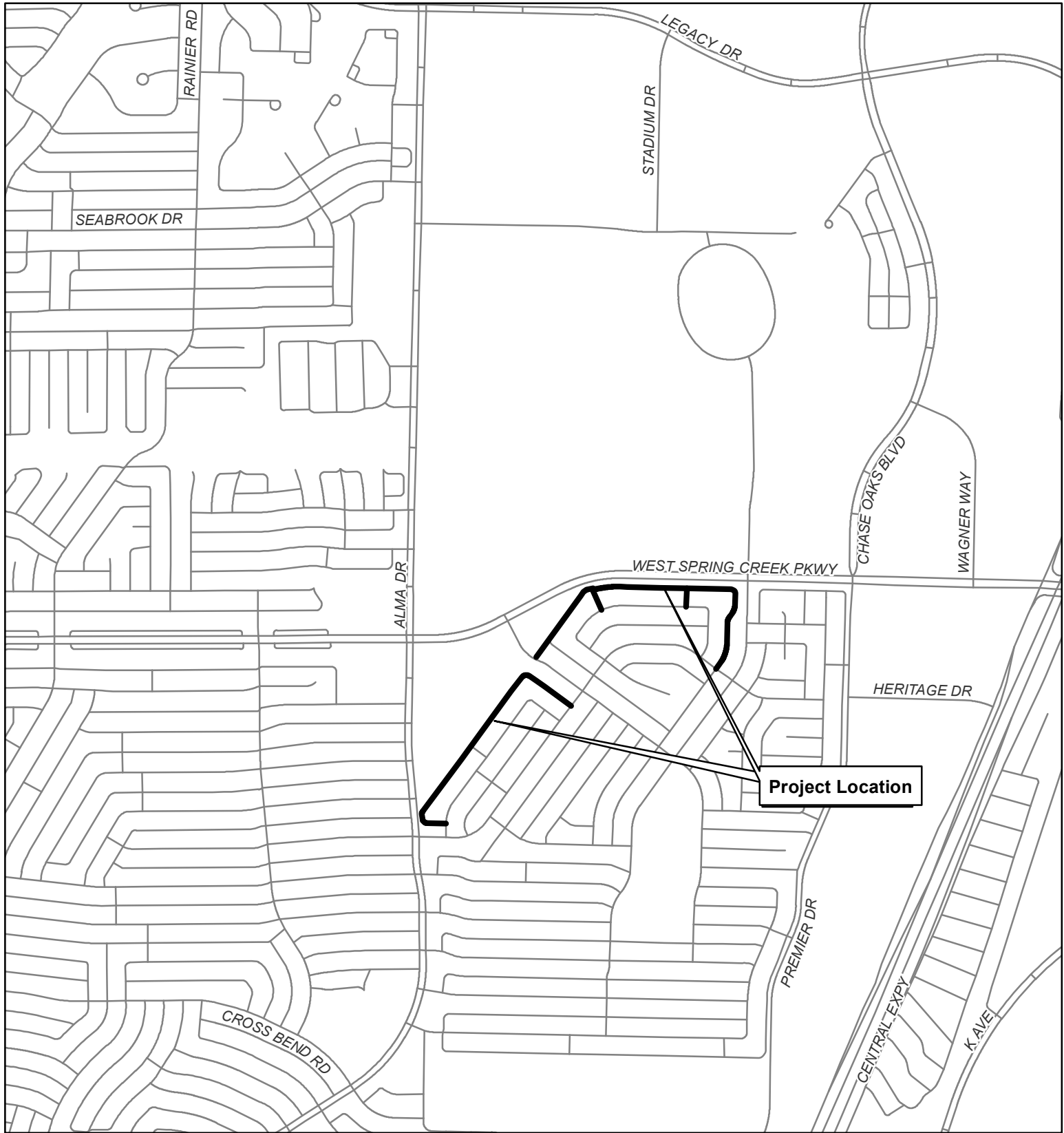
**Plano Tomorrow Plan Pillar:**

Built Environment, Economic Environment

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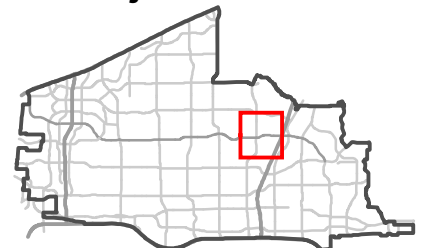
**ATTACHMENTS:**

Description	Upload Date	Type
Map	2/4/2019	Map



**Alley Reconstruction  
Mountain Pass, Buffalo Bend  
Project No. 6660**

**Project Location**



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

Council Meeting Date: 2/25/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Sandra Dority

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**CAPTION**

To approve an expenditure in the amount of \$64,300 for unforeseen damages at Jack Carter Pool from Turner Construction for the Parks and Recreation Department; 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		170,204	341,417	212,100	<b>723,721</b>
Encumbered/Expended Amount		-170,204	-53,801	0	<b>-224,005</b>
This Item		0	-64,300	0	<b>-64,300</b>
BALANCE		0	223,316	212,100	<b>435,416</b>

**FUND(S):** Capital Maintenance Fund

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**COMMENTS:** Funding for this item is available in the 2018-19 Capital Maintenance Fund budget. Repairs for unforeseen damage at Jack Carter Pool, in the amount of \$64,300, will leave a current year balance of \$223,316 available for future pool equipment and maintenance project expenditures. Due to the nature of the repair work, the Risk Management Fund will reimburse the Capital Maintenance Fund for \$49,000 of the \$64,300 expenditure.

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**SUMMARY OF ITEM**

See attached memo

**Strategic Plan Goal:**

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

Community Benefit

**Plano Tomorrow Plan Pillar:**

Social Environment

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**ATTACHMENTS:**

Description	Upload Date	Type
Recommendation Memo	2/15/2019	Memo



**Date:** February 14, 2019

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

**From:** Robin Reeves, Director of Parks and Recreation

**Subject:** Approval of an Expenditure for Unforeseen Damages – Jack Carter Pool Repairs

### Item Summary

The Parks and Recreation Department recommends approval of an expenditure for unforeseen damages in the amount of \$64,300 for Jack Carter Pool repairs.

### History

Upon discovery of cracks in the three pools at Jack Carter Pool, the City entered into an agreement with Turner Construction to remove the current pool plaster, repair the cracks in the concrete pool shell, and re-plaster the pools. The total cost for this work was \$273,023, which Turner Construction will pay in full.

Once the work began and the plaster was removed, it was determined that an alternate method of crack repair would be required. Additionally, unforeseen damage to the skimmers and tile was discovered. This modified scope will result in an additional cost of \$102,314 bringing the total cost of the project to \$375,337 of which Turner Construction will pay \$311,037 and the City of Plano will pay \$64,300.

In order to ensure the pools remain water-tight it is necessary to perform this additional work prior to the pools being re-plastered. If this expenditure is not approved the pools will experience water loss, which could result in future structural damage and additional expenditures.



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Cynthia Hogue

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### CAPTION

To approve an expenditure for materials testing services for 18th Street and Rigsbee Drive Reconstruction, Project No. 6651, in the amount of \$86,873 from TEAM Consultants, Inc. for Engineering; 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	297,441	3,271,759	0	3,569,200
Encumbered/Expended Amount	-297,441	-106,408	0	-403,849
This Item	0	-86,873	0	-86,873
Balance	0	3,078,478	0	3,078,478

**FUND(S):** Street Improvements CIP

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**COMMENTS:** Funding for this item is available in the 2018-19 Street Improvements CIP for this item. Materials testing for the 18<sup>th</sup> Street and Rigsbee Drive Street Rehabilitation project, in the amount of \$86,873, will leave a balance of \$3,078,478 available for future project expenditures.

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### SUMMARY OF ITEM

The Engineering Department recommends approval of an expenditure in the amount of \$86,873.00 for materials testing services from TEAM Consultants, Inc. for the 18th Street and Rigsbee Drive Reconstruction Project No. 6651.

This project includes replacement of water lines, removal and replacement of street and sidewalk paving, installation of storm sewer in 18th Street from Jupiter Road to Dale Drive, in Rigsbee Drive from 14th Street to Briarwood Drive and in 18th Street from Redbud Lane to 500 feet east of Redbud Lane. The total expenditure amount is for \$86,873.00.

TEAM Consultants, Inc. was deemed most qualified based on their Statement of Qualifications submission for RFQ No. 2017-0283-X.

The benefit of this project includes technical expertise of a licensed professional engineering company for geotechnical and construction materials testing services. This ensures that the product being constructed is completed in accordance to the City of Plano Specifications and Standards.

Not approving the expenditure would result in the potential for a deficient product and reconstruction required to meet City of Plano Standards and Specifications.

**Strategic Plan Goal:**

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

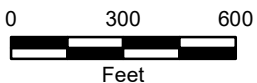
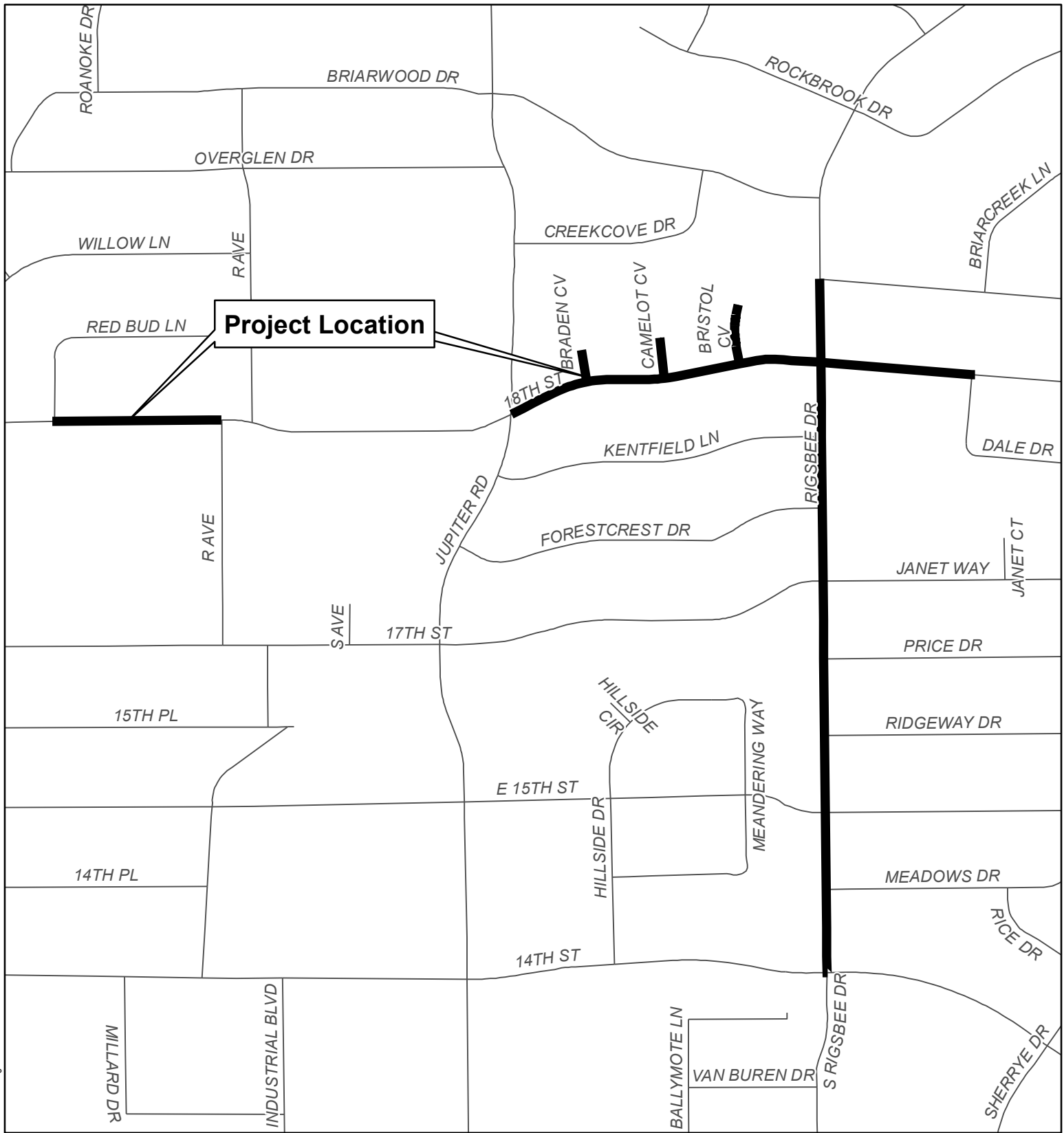
**Plano Tomorrow Plan Pillar:**

Built Environment, Economic Environment

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**ATTACHMENTS:**

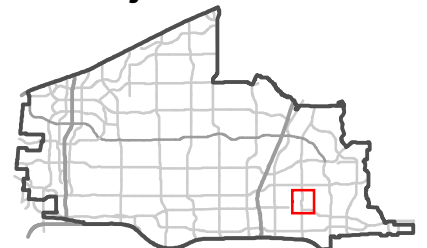
Description	Upload Date	Type
Location Map	2/7/2019	Map



City of Plano, BI/GIS  
February 2019

## 18th Street and Rigsbee Drive Reconstruction Project No. 6651

### Project Location





## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

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### CAPTION

To approve an expenditure for traffic signalization engineering design services for West Plano Parkway at Westwood Drive, and McDermott Road at Robinson Road, Project No. 7103, in the amount of \$92,823 from Lee Engineering, LLC; 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	966,579	1,862,015	750,000	3,578,594
Encumbered/Expended Amount	-966,579	-588,346	0	-1,554,925
This Item	0	-92,823	0	-92,823
Balance	0	1,180,846	750,000	1,930,846

**FUND(S):** Street Improvements CIP

---

**COMMENTS:** Funding for this item is available in the 2018-19 Street Improvements CIP. Professional services for traffic signal designs at West Plano Parkway at Westwood Drive and McDermott Road at Robinson Road, in the amount of \$92,823, will leave a current year balance of \$1,180,846 available for future traffic signalization project expenditures.

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### SUMMARY OF ITEM

See Memo of Recommendation

**Strategic Plan Goal:**

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

**Plano Tomorrow Plan Pillar:**

Built Environment, Economic Environment

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**ATTACHMENTS:**

Description	Upload Date	Type
Recommendation Memo	2/15/2019	Memo
Location Map	2/8/2019	Map

**Date:** February 25, 2019

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

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

**From:** Brian Shewski, P.E., P.T.O.E.  
Transportation Manager

**Subject:** Traffic Signal Designs: W. Plano Pkwy at Westwood Dr, and McDermott Rd at Robinson Rd  
- Project No. 7103

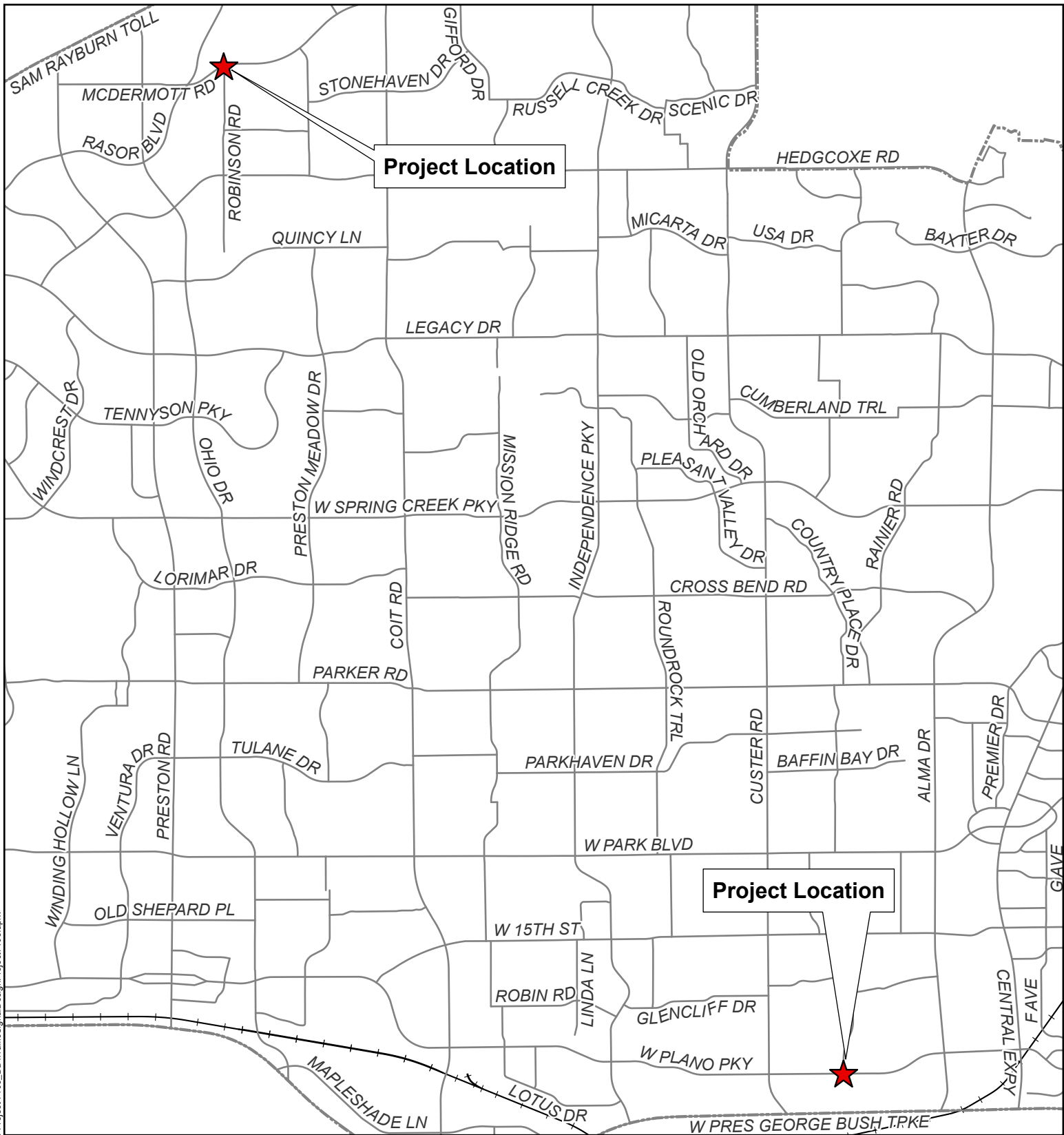
New traffic signals were approved by the Engineering Department at the intersections of Plano Parkway at Westwood Drive, and McDermott Road at Robinson Road within the City of Plano, Texas as part of the Heritage Creekside and McDermott Road Substation development projects.

The Engineering Department recommends entering into a professional services agreement with Lee Engineering, LLC for Engineering Services for the design of these proposed traffic signals.

The project includes survey, design, and preparation of construction documents, construction services and preparation of easement descriptions and drawings. Lee Engineering, LLC was deemed most qualified based on their Statement of Qualifications submission in April of 2016 for RFQ No. 2017-0284-X, "Community Investment Program Civil Design Category 4 – Traffic Signals."

The contract fee is for \$92,822.68 and is detailed as follows:

Task	Fee	Billed As
<b>Task 1: Design Plans for Traffic Signal Installation</b>	\$29,500.00	Lump Sum
<b>Task 2: Construction Engineering / Additional Services</b>	\$4,000.00	Hourly
<b>Task 3: Special Services – Surveying and Subsurface Utility Engineering (SUE)</b>	\$59,322.68	Direct Expense
Plano Parkway at Westwood Drive		
Survey	\$8,400.00	
SUE Level B	\$6,896.00	
SUE Level A	\$6,200.00	As needed
Easement Exhibits	\$6,495.00	As needed
TDLR Review & Filing Fee	\$2,000.00	As needed
Plano Parkway at Robinson Road		
Survey	\$9,000.00	
SUE Level B	\$5,637.00	
SUE Level A	\$6,200.00	As needed
Easement Exhibits	\$6,495.00	As needed
TDLR Review & Filing Fee	\$2,000.00	As needed
<b>Total Fee</b>	<b>\$92,822.68</b>	According to each task



0 1,500 3,000  
Feet



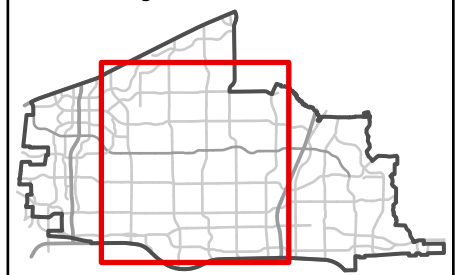
City of Plano BI-GIS Division  
January 2019

## Traffic Signal Designs - W. Plano Pkwy at Westwood Dr and McDermott Rd at Robinson Rd

**Project # 7103**

Page 90

### Project Location







## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Cynthia Hogue

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### CAPTION

To approve an expenditure for Shiloh Road Expansion - Park Boulevard to 14th Street, Project No. 7036, in the amount of \$527,400 from Kimley-Horn and Associates, Inc. for Engineering; 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	400,000	3,300,000	3,700,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-300,000	-227,400	-527,400
Balance	0	100,000	3,072,600	3,172,600

**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. Professional Design Services for the Shiloh Road Expansion - Park Boulevard to 14<sup>th</sup> Street project, in the amount of \$527,400, will leave a project balance of \$3,172,600 available for future project expenditures.

---

### SUMMARY OF ITEM

The Engineering Department recommends approval of an expenditure in the amount of \$527,400 for professional design services from Kimley-Horn and Associates, Inc., a North Carolina Corporation, for the Shiloh Road Expansion - Park Boulevard to 14th Street Project No. 7036. This project includes roadway

design to complete the northbound lanes between 14<sup>th</sup> Street and Park Blvd., ADA improvements, signal improvements, utility design including storm sewer, sanitary sewer adjustments and water main replacement, environmental permitting, culvert crossing, hydraulic design, median landscaping (to include trees, hardscape and irrigation), capacity analysis for turning movements at the 14<sup>th</sup> Street and Park Blvd. intersections, and bike lanes. The total expenditure is for \$527,400.

Kimley-Horn and Associates, Inc., a North Carolina Corporation, was deemed most qualified based on their Statement of Qualifications submission for RFQ No. 2017-0284-X.

The benefit of this project includes adding additional capacity to the roadway corridor by expanding Shiloh Rd. to a Type D: Secondary Thoroughfare (4 lane divided), as specified in the City of Plano Thoroughfare Plan. Additional benefits include improving sidewalks and ramps to meet ADA criteria, water line replacement, improvements to storm drain systems, and signal improvements.

Not approving the expenditure would result in continued traffic congestion having a negative impact on the quality of life for nearby residents and motorists.

**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
Location Map	2/8/2019	Map





## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

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 Cognizant Technology Solutions U.S. Corp., a Delaware 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

<b>FISCAL YEAR: 2018-19 through 2025-26</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
<b>Budget</b>	<b>0</b>	<b>46,034,988</b>	<b>0</b>	<b>46,034,988</b>
<b>Encumbered/Expended Amount</b>	<b>0</b>	<b>-100,000</b>	<b>-15,995,154</b>	<b>-16,095,154</b>
<b>This Item</b>	<b>0</b>	<b>-273,000</b>	<b>0</b>	<b>-273,000</b>
<b>Balance</b>	<b>0</b>	<b>45,661,988</b>	<b>-15,995,154</b>	<b>29,666,834</b>

**FUND(S):** ECONOMIC DEVELOPMENT INCENTIVE FUND

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### COMMENTS:

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

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### SUMMARY OF ITEM

A request to approve an Economic Development Incentive Agreement for Cognizant Technology Solutions U.S. Corp., a Delaware corporation, pursuant to Chapter 380 of the Texas Local Government Code and conditioned on the terms as set forth in the attached agreement. Cognizant Technology Solutions U.S. Corp. agrees to occupy 69,000 gross square feet of office space at 8383 Dominion

Parkway, Plano, TX 75024 and transfer, retain or create up to 500 Job Equivalents by 01/01/2024.

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

**Strategic Plan Goal:**

Strong Local Economy

**Plano Tomorrow Plan Pillar:**

Economic Environment

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**ATTACHMENTS:**

Description	Upload Date	Type
Cognizant_Chpt 380 Agmt	2/14/2019	Agreement

## **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (“City”), and Cognizant Technology Solutions U.S. Corp., a Delaware corporation (“Company”), acting by and through their respective authorized officers and representatives.

### **WITNESSETH:**

**WHEREAS**, Company is engaged in the business of providing information technology, consulting and business process services and plans to add Two Million Dollars (\$2,000,000) of Real Property improvements and Seven Hundred Thousand Dollars (\$700,000) of Business Personal Property (“BPP”) on the Real Property; and

**WHEREAS**, Company agrees to occupy at least 69,000 gross square feet of office space and transfer or create up to 500 Job Equivalents to be located on the Real Property for the term of this Agreement; and

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

**WHEREAS**, the City Council finds that the occupancy of at least 69,000 gross square feet of office space and the creation or transfer of up to 500 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 office space on the Real Property or June 30, 2019, whichever occurs first.

“Company” shall mean Cognizant Technology Solutions U.S. Corp., a Delaware 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 8383 Dominion Parkway, Plano, TX 75024.

## **Article II Term**

The term of this Agreement shall begin on the Commencement Date and continue for seven (7) 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, occupy 20,000 square feet of the office space on the Real Property and by September 30, 2019, occupy an additional 49,000 square feet for a total of 69,000 square feet of office space on the Real Property and maintain occupancy of the combined square footage of the office space throughout the term of the Agreement; and

(b) By June 30, 2019, create or transfer at least 10 Job Equivalents and maintain the Job Equivalents for a minimum of 180 days prior to grant payment and continue to maintain those Job Equivalents on the Real Property throughout the Agreement; and

(c) By January 1, 2022, and subject to maintaining the required number of Job Equivalents pursuant to Article III, Section (b) herein, Company shall create or transfer 240 additional Job Equivalents and maintain those Job Equivalents on the Real Property for a minimum of 180 days prior to grant payment and continue to maintain those Job Equivalents on the Real Property throughout the Agreement; and

(d) By January 1, 2024, and subject to maintaining the required number of Job Equivalents pursuant to Article III, Section (b) herein, Company shall create or transfer up to 250 additional Job Equivalents and continue to maintain those Jobs Equivalents on the Real Property throughout the Agreement; and

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

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

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Two Hundred Seventy-Three Thousand Dollars (\$273,000) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

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

(a) By June 30, 2019, Company shall occupy 20,000 square feet of the Property and transfer or create at least 10 Job Equivalents to the Real Property and by September 30, 2019, Company shall occupy an additional 49,000 square feet of the Property, for a total of 69,000 square feet. **Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III, Sections (a), (b) and (e) not earlier than October 1, 2019 and not later than November 1, 2019. 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.**

(b) By January 1, 2022 and subject to compliance with Section 4.02 (a) above, Company will add an additional 240 Job Equivalents for a total minimum number of 250 Job Equivalents at the Real Property and maintain 250 Job Equivalents at the Real Property for a minimum of 180 days to be eligible to receive a payment of One Hundred Thirty-Six Thousand Five Hundred Dollars (\$136,500). The payment will not be pro-rated. **Company must submit the Certification form attached hereto as Exhibit "C" certifying compliance with the obligations set forth in Article III, Sections (a), (b) (c) and (e) not earlier than July 1, 2022**



**and not later than October 1, 2022. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.**

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

(c) By January 1, 2024, and subject to the Company transferring, creating and maintaining the minimum number of Job Equivalents required pursuant to Section 4.02 (a) and (b) herein, Company may add up to an additional 250 Job Equivalents for a total maximum number of 500 Job Equivalents at the Real Property to be eligible to receive a second (2nd) grant payment of up to One Hundred Thirty-Six Thousand Five Hundred Dollars (\$136,500) which may be pro-rated at Five Hundred Forty-Six Dollars (\$546) for each Job Equivalent up to the maximum amount allowed herein. **Company must submit the Certification form attached hereto as Exhibit “C” certifying the number of Job Equivalents added pursuant to Article III not later than January 31, 2024 to be eligible for the second (2nd) grant payment. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the remaining grant and invokes the City’s right to a full refund, including damages as set out in Section 4.03 below.**

City will make the payment within thirty (30) days of receipt of the January 31, 2024 annual certification if Company qualifies for a second (2nd) grant payment pursuant to this Section 4.02(b), unless the City reasonably objects to the certification. In no event will the City make the second (2nd) grant payment prior to January 1, 2024.

(d) 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 the City’s right to a full refund, including damages as set out in Section 4.03.**

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

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

(a) If the Company fails to meet and maintain the required number of Job Equivalents for more than 180 consecutive days as set out in Section 4.02(a) and (b) and the loss is not the result of an Event of Force Majeure, the Company shall forfeit the entire grant. Thereafter, if the Company fails to maintain the required number of Job Equivalents, for which it has received payment, for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to Five Hundred Forty-Six Dollars (\$546) for each lost Job Equivalent.

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

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

(c) If the Company fails to maintain occupancy at the Property, in default of Article III, Section (a) herein, at any point during the term of the agreement, the full amount of the entire grant paid shall be refunded by Company to the City immediately. Occupancy of the site shall mean that the Company is regularly open and operating their business at the Property and employees of Company, as required by Article III herein, are present and performing their job duties on a full time basis on the site. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

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

## **Article V Termination**

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

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

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

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

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

## **Article VI**

### **Retention and Accessibility of Records**

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

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

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

## **Article VII Assignment**

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

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

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

## **Article VIII Miscellaneous**

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

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

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

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

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

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

If intended for the Company before relocation:  
Cognizant Technology Solutions U.S. Corp.  
Attention: Mr. Eric Westphal  
Senior Director, Global Corporate Affairs  
500 Frank W. Burr Blvd  
Teaneck, NJ 07666

If intended for the Company after relocation:  
Cognizant Technology Solutions U.S. Corp.  
Attention: Finance Department  
8383 Dominion Pkwy.  
Plano, TX 75024

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:

COGNIZANT TECHNOLOGY  
SOLUTIONS U.S. CORP.,  
a Delaware corporation

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

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



**EXHIBIT "A"**

**INITIAL CERTIFICATE OF COMPLIANCE**

**NOTE: This form is due not earlier than October 1, 2019 and not later than November 1, 2019.**

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

\_\_\_\_\_ a. I hereby certify that Cognizant Technology Solutions U.S. Corp. has occupied 20,000 square feet of the office space as of June 30, 2019 and has occupied an additional 49,000 square feet of the office space on or before September 30, 2019.

\_\_\_\_\_ b. I hereby certify that Cognizant Technology Solutions U.S. Corp. has failed to occupy 20,000 square feet of the office space as of June 30, 2019 and has failed to occupy an additional 49,000 square feet of the office transfer on or before September 30, 2019.

ATTEST:

COGNIZANT TECHNOLOGY  
SOLUTIONS U.S. CORP.,  
a Delaware corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial 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 31, 2020 AND JANUARY 31, 2022)** I hereby certify that Cognizant Technology Solutions U.S. Corp. 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 10 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 31, 2020 AND JANUARY 31, 2022)** I hereby certify that Cognizant Technology Solutions U.S. Corp. 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 10 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 31, 2023 AND JANUARY 31 2026)** I hereby certify that Cognizant Technology Solutions U.S. Corp. is in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has not fallen below the number for which Cognizant Technology Solutions U.S. Corp. has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was \_\_\_\_\_.
- \_\_\_\_\_ d. **(FOR USE BETWEEN JANUARY 31, 2023 AND JANUARY 31, 2026)** I hereby certify that Cognizant Technology Solutions U.S. Corp. is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has fallen below the number for which Cognizant Technology Solutions U.S. Corp. has received a grant payment. I further certify that as of December 31 of the prior year, the number of Job Equivalents was \_\_\_\_\_ and that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

ATTEST:

COGNIZANT TECHNOLOGY SOLUTIONS  
U.S. CORP.,  
a Delaware corporation

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

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

\_\_\_\_\_  
Date

**NOTE: This form is due by January 31 of each year beginning on January 31, 2020, and as long as this Agreement is in effect.**

This Certificate of Compliance should be mailed to:

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

**EXHIBIT “C”**

**CERTIFICATE OF COMPLIANCE**

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

- \_\_\_\_\_ a. **(FOR USE BETWEEN JULY 1, 2022 AND OCTOBER 1, 2022)** I hereby certify that Cognizant Technology Solutions U.S. Corp. has occupied the 69,000 square feet of the office space on or before September 30, 2019 and transferred, created or maintained at least 250 Job Equivalent positions at the Real Property by January 1, 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. **(FOR USE BETWEEN JULY 1, 2022 AND OCTOBER 1, 2022)** I hereby certify that Cognizant Technology Solutions U.S. Corp. has failed to occupy the 69,000 square feet of the office space on or before September 30, 2019 and has failed to create or maintain at least 250 Job Equivalent positions at the Real Property by January 1, 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 \_\_\_\_\_.
- \_\_\_\_\_ c. **(FOR USE BY JANUARY 31, 2024 ONLY IF APPLICABLE)** I hereby certify that Cognizant Technology Solutions U.S. Corp. is in compliance with all terms and conditions of the Agreement and that as of January 1, 2024, Cognizant Technology Solutions U.S. Corp. has added \_\_\_\_\_ total number of Job Equivalents (not to exceed 250), in addition to the 250 initial Job Equivalents, and is entitled to receive a second (2nd) grant payment in accordance with Section 4.02(c). I further certify that as of January 1, 2024, the total number of Job Equivalents was \_\_\_\_\_.

ATTEST:

COGNIZANT TECHNOLOGY  
SOLUTIONS U.S. CORP.,  
a Delaware corporation

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

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

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

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

Chief Financial Officer

\_\_\_\_\_  
Date

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: 2/25/2019

Department: Eco Dev

Department Head: Sally Bane

Agenda Coordinator: Paula Date

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### CAPTION

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

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### FINANCIAL SUMMARY

#### Operating Expense

<b>FISCAL YEAR: 2018-19 through 2028-29</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
<b>Budget</b>	<b>0</b>	46,034,988	<b>0</b>	46,034,988
<b>Encumbered/Expended Amount</b>	<b>0</b>	-100,000	-15,995,154	-16,095,154
<b>This Item</b>	<b>0</b>	<b>-20,000</b>	<b>0</b>	-20,000
<b>Balance</b>	<b>0</b>	45,914,988	-15,995,154	29,919,834

**FUND(S):** ECONOMIC DEVELOPMENT INCENTIVE FUND

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#### COMMENTS:

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

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### SUMMARY OF ITEM

A request to approve an Economic Development Incentive Agreement for Maui Foods International, 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. Maui Foods International, Inc. agrees to occupy 33,600 gross square feet of office space at 2901 Summit Avenue, Plano, TX 75074 and transfer, retain or create up to 51 Job Equivalents by 05/31/2019.

<http://bit.ly/2NOr3Ak>

**Strategic Plan Goal:**

Strong Local Economy

**Plano Tomorrow Plan Pillar:**

Economic Environment

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**ATTACHMENTS:**

Description	Upload Date	Type
Maui Foods International_Chpt 380 Agmt	2/14/2019	Agreement

## **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

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

### **WITNESSETH:**

**WHEREAS**, Company is engaged in the business of manufacturing food products and plans to add One Million Two Hundred Thousand Dollars (\$1,200,000) of Real Property improvements and Four Hundred Thousand Dollars (\$400,000) of Business Personalty property ("BPP") on the Real Property; and

**WHEREAS**, Company agrees to occupy at least 33,600 gross square feet of manufacturing and distribution space and transfer or create at least 51 Job Equivalents to be located on the Real Property 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 33,600 gross square feet of manufacturing and distribution space and the creation or transfer of at least 51 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 May 31, 2019, whichever occurs first.

“Company” shall mean Maui Foods International, Inc.

“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 2901 Summit Avenue, Plano, TX 75074.

## **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) On or before May 31, 2019, occupy at least 33,600 gross square feet of manufacturing and distribution space on the Real Property and maintain operations and occupancy throughout the term of the Agreement; and

(b) By May 31, 2019, create or transfer at least 51 Job Equivalents and thereafter maintain the Job Equivalents and continue to maintain occupancy and operations at the Real Property throughout 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 Twenty Thousand Dollars (\$20,000) to offset relocation and occupancy expenses as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

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

(a) By May 31, 2019, Company shall occupy not less than 33,600 gross square feet of manufacturing and distribution space and transfer or create at least 51 Job Equivalents to the Real Property. **Company must submit the Certification form attached hereto as Exhibit "A" ("Initial Certification") certifying compliance with the obligations set forth in Article III not earlier than November 30, 2019 and no later than February 29, 2020. 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.**

(b) On January 31, 2022, Company must submit the Certification form attached hereto as Exhibit "B" ("Annual Certification") certifying compliance with the obligations set forth in Article III to be eligible to receive a one-time payment of Twenty Thousand Dollars (\$20,000). **Company must submit the Annual Certification form attached hereto as Exhibit "B" certifying compliance with the obligations set forth in Article III not earlier than January 31, 2022 and not later than February 28, 2022. 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 certificate of compliance unless the City reasonably objects the certification.

(c) Beginning January 31, 2021, 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 (a) above. **A failure to file the annual certification by the January 31st deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City's right to a full refund, including damages as set out in Section 4.03.**



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

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

(a) If the Company fails to occupy the Real Property and meet the initial required number of Job Equivalents as set out in Section 4.02(a) and the failure is not the result of an Event of Force Majeure, the Company shall forfeit the entire grant.

(b) If the Company fails to maintain occupancy at the Property prior to grant payment, in default of Article III, Section (a) herein, it shall constitute an event of default and the Company shall forfeit the entire grant. Thereafter, if the Company fails to maintain occupancy and operations at the Real Property, the full amount of the entire grant paid shall be refunded by Company to the City immediately. Occupancy of the site shall mean that the Company is regularly open and operating their business at the Property and employees of Company, as required by Article III herein, are present and performing their job duties on a full time basis on the site. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

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

For the purposes of determining whether the City is due a refund under this section, the Company shall certify to the City as set out in Section 4.02 above for the compliance period using the form attached as Exhibit "B".

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

### **Article V Termination**

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

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

(b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice

thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

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

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

## **Article VI**

### **Retention and Accessibility of Records**

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

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

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

lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

## **Article VII Assignment**

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

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

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

## **Article VIII Miscellaneous**

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

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

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

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

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

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

If intended for the Company before relocation:  
Maui Foods International, Inc.  
Attention: Mr. Allan Feinstein  
President  
P.O. Box 26069  
Plano, TX 75026

If intended for the Company after relocation:  
Maui Foods International, Inc.  
Attention: Mr. Allan Feinstein  
President  
2901 Summit Avenue, Suite 400  
Plano, TX 75074

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:

MAUI FOODS INTERNATIONAL, INC., a  
Texas corporation

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

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

**EXHIBIT "A"**

**INITIAL CERTIFICATION**

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

- \_\_\_\_\_ a. I hereby certify that Maui Foods International, Inc., a Texas corporation has occupied the manufacturing and distribution space as of May 31, 2019 and transferred or created at least 51 Job Equivalent positions at the Real Property and is in compliance with the terms of the Agreement as set in Article III. The actual number of Job Equivalents is \_\_\_\_\_.
- \_\_\_\_\_ b. I hereby certify that Maui Foods International, Inc., a Texas corporation has failed to occupy the manufacturing and distribution space as of May 31, 2019 and/or has failed to transfer or create at least 51 Job Equivalent positions at the Real Property and is not in compliance with the terms of the Agreement as set in Article III. The actual number of Job Equivalents is \_\_\_\_\_.

ATTEST:

MAUI FOODS INTERNATIONAL, INC., a  
Texas corporation

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

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

\_\_\_\_\_  
Date

**NOTE: This form is due not earlier than November 30, 2019 or later than February 29, 2020.**

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 31, 2021 and JANUARY 31, 2029)** I hereby certify that Maui Foods International, Inc., a Texas corporation is in compliance with each applicable term as set forth in the Agreement and has maintained occupancy and operations as set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was \_\_\_\_\_.
- \_\_\_\_\_ b. **(FOR USE BETWEEN JANUARY 31, 2021 AND JANUARY 31, 2029)** I hereby certify that Maui Foods International, a Texas corporation is not in compliance with each applicable term as set forth in the Agreement and has not maintained occupancy and operations at the Real Property as set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was \_\_\_\_\_.
- \_\_\_\_\_ c. **(FOR USE BETWEEN JANUARY 31, 2022 AND FEBRUARY 28, 2022)** I hereby certify that Maui Foods International, Inc., a Texas corporation has occupied at least 33,600 gross square feet of manufacturing and distribution space and transferred or added at least 51 Job Equivalent positions at the Real Property by May 31, 2019, and is in compliance with all terms of the Agreement and is entitled to receive payment of Twenty Thousand Dollars (\$20,000) in accordance with Section 4.02 of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.
- \_\_\_\_\_ d. **(FOR USE BETWEEN JANUARY 31, 2022 AND FEBRUARY 28, 2022)** I hereby certify that Maui Foods International, Inc., a Texas corporation has failed to occupy at least 33,600 gross square feet of manufacturing and distribution space and has failed to transfer or add at least 51 Job Equivalent positions at the Real Property by May 31, 2019, 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:

MAUI FOODS INTERNATIONAL, INC., a  
Texas corporation

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

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

\_\_\_\_\_  
Date

**NOTE: This form is due by January 31st of each year beginning on January 31, 2021, and as long as this Agreement is in effect.**

This Certificate of Compliance should be mailed to:

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



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator: Lisa Henderson

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### CAPTION

To approve a Joint Election Agreement with the Plano Independent School District and Collin County Community College District for the purpose of conducting a joint election on May 4, 2019; and authorizing the City Manager to execute all necessary documents. **Approved**

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### FINANCIAL SUMMARY

Not Applicable

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

FUND(S): N/A

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

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### SUMMARY OF ITEM

Agreement with Plano Independent School District and Collin College to conduct a Joint Election on May 4, 2019.

**Strategic Plan Goal:**

Financially Strong City with Service Excellence, Partnering for Community Benefit

**Plano Tomorrow Plan Pillar:**

Regionalism

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**ATTACHMENTS:**

Description	Upload Date	Type
Joint Agreement	2/13/2019	Agreement

## **JOINT ELECTION AGREEMENT**

**between**

**The City Council of the City of Plano ("City"), the Board of Trustees of the Plano Independent School District ("District"), and the Board of Trustees of Collin County Community College District ("College").**

BY THE TERMS OF THIS AGREEMENT, the City, the District and the College, do hereby agree, pursuant to the provisions of the Texas Election Code, to hold a joint election for the General Election and Special Election should it be called, of the City and the General Election and Special Election should it be called, of the District and the College to be held on Saturday, May 4, 2019. The City, the District, and the College have contracted with the Collin County Elections Administrator ("Elections Administrator") to perform various duties and responsibilities on their behalf.

The City, the District, and the College shall share equally in shared expenses applicable for the Early Voting locations at Carpenter Park Recreation Center, Christopher A. Parr Library, Collin College Spring Creek Campus, Haggard Library, Harrington Library, Maribelle M. Davis Library and Plano ISD Administration Center. The District and the College shall share equally in shared expenses applicable for the Early Voting locations at Murphy Community Center and Renner Frankford Branch Library. The City, the District, and the College shall share equally in shared expenses applicable for Election Day Vote Centers at Bethany Elementary School, Carpenter Middle School, Christopher A. Parr Library, Collin College Spring Creek Campus, Forman Elementary School, Haggard Middle School, Hendrick Middle School, Jasper High School, Schimelpfenig Middle School, Shepton High School, Tom Muehlenbeck Recreation Center, Williams High School and Wilson Middle School. The District and the College shall divide equally the shared expenses applicable for the Election Day Vote Centers at Aldridge Elementary School, Miller Elementary School, Murphy Community Center, Parker City Hall, Renner Frankford Branch Library and Rose Haggard Elementary School. Expenses include polling location costs, election officials, supplies, ballots and any other and all necessary expenses for the election upon receipt of satisfactory billing and invoices reflecting the total of such election. Expenses unique to one entity shall be billed solely to that entity such as in the case of a runoff, recount, or other matter.

Tabulation and programming costs shall be shared equally between the number of entities holding an election on May 4, 2019. Centralized costs will be determined based on voter registration per jurisdiction. An entity canceling an election pursuant to Section 2.053 of the Texas Election Code will not be liable for costs incurred by the Elections Administrator in conducting the May 4, 2019, Joint General & Special Election of the City, the District and the College; they will be liable only for the contract preparation fee of \$75.00.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS** in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and executed by its authorized representative.

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

Attest: \_\_\_\_\_  
Lisa C. Henderson, City Secretary  
City of Plano

**APPROVED BY THE TRUSTEES OF THE PLANO INDEPENDENT SCHOOL DISTRICT** in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and executed by its authorized representative.

By: \_\_\_\_\_  
Sara Bonser, Superintendent  
Plano Independent School District

Attest: \_\_\_\_\_  
Missy Bender, Board President  
Plano Independent School District

**APPROVED BY THE TRUSTEES OF THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT** in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and executed by its authorized representative.

By: \_\_\_\_\_  
H.Neil Matkin, Ed.D, District President  
Collin College

Attest: \_\_\_\_\_  
Kim Davison, Chief of Staff  
Collin College



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator: Lisa Henderson

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### CAPTION

To approve a contract made and entered into by and between the City of Plano, the Board of Trustees of the Plano Independent School District, and Bruce Sherbet, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092 of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's May 4, 2019 Joint General and Special Election and City Run-off Election, if necessary, in the amount of \$36,654; and authorizing the City Manager to execute all necessary documents. **Approved**

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### FINANCIAL SUMMARY

#### Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	250,000	0	250,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-36,654	0	-36,654
Balance	0	213,346	0	213,346

**FUND(S):** General Fund

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**COMMENTS:** This item, in the amount of \$36,654, is included in the approved budget appropriations for FY 2018-19. The remaining balance of \$213,346 will be used for other election costs.

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### SUMMARY OF ITEM

Contract for election services with Collin County.

**Strategic Plan Goal:**

Financially Strong City with Service Excellence, Partnering for Community Benefit

**Plano Tomorrow Plan Pillar:**

Regionalism

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**ATTACHMENTS:**

Description	Upload Date	Type
Contract with Exhibits	2/13/2019	Contract

**May 4, 2019**  
**Joint General & Special Election**  
**Contract for Election Services**  
**City of Plano/Plano ISD**

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**May 4, 2019**  
**Joint General & Special Election**

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V.....General Provisions

**Exhibits**

Exhibit A.....Early Voting Schedule and Locations  
Exhibit B.....Election Day Vote Centers  
Exhibit C.....Cost of Services  
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**THE STATE OF TEXAS**  
**COUNTY OF COLLIN**  
**CITY – SCHOOL PLANO**

**§**

**CONTRACT FOR**  
**ELECTION SERVICES**

**BY THE TERMS OF THIS CONTRACT** made and entered into by and between the CITY OF PLANO, hereinafter referred to as the "CITY," and the BOARD OF TRUSTEES OF THE PLANO INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "SCHOOL DISTRICT," and BRUCE SHERBET, Elections Administrator of Collin County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City and School District's May 4, 2019 Joint General & Special Election and a City Runoff Election, if necessary, on June 8, 2019. An additional cost estimate, early voting calendar, and Election Day polling place schedule will be prepared should a Runoff Election be necessary.

**THIS AGREEMENT** is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

**I. DUTIES AND SERVICES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The Contracting Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Counting Station and judge of the Early Voting Ballot Board.

a. The Contracting Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The recommendations of the City and the School District will be the accepted guidelines for the number of clerks secured to work in each Vote Center. The presiding election judge of each Vote Center, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Officer will determine the number of clerks to work in the Central Counting Station and the number of clerks to work on the Ballot Board. Election judges shall be secured by the Contracting Officer with the approval of the City and the School District.

- b. Election judges shall attend the Contracting Officer's school of instruction (Elections Seminar); calendar will be provided.
  - c. Election judges shall be responsible for picking up from and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.
  - d. The Contracting Officer shall compensate each election judge and worker. Each judge shall receive \$12.00 per hour for services rendered. Each alternate judge and clerk shall receive \$10.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.
- B. The Contracting Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
- a. The Contracting Officer shall secure election kits which include the legal documentation required to hold an election and all supplies including locks, pens, magic markers, etc.
  - b. The Contracting Officer shall secure all tables, chairs, and legal documentation required to run the Central Counting Station.
  - c. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.
  - d. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
    - 1. Equipment includes the rental of voting machines, ADA compliance headphones and keypads (1 per site), transfer cases, voting signs and election supply cabinets.
    - 2. Supplies include smart cards, sample ballots, provisional forms, maps, labels, pens, tape, markers, etc.

C. The Contracting Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk by the City and the School District.

a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.

b. Early Voting by personal appearance for the City and School District's May 4, 2019, Joint General & Special Election shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract.

c. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.

1. Application for mail ballots erroneously mailed to the City or School District shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

2. All Federal Post Card Applicants (FPCA) will be sent a mail ballot. No postage is required.

d. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer.

D. The Contracting Officer shall arrange for the use of all Election Day Vote Centers. The City and School District shall assume the responsibility of remitting the cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers. The Election Day Vote Centers are listed in Exhibit "B", attached and incorporated by reference into this contract.

E. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Bruce Sherbet. The Tabulation Supervisor shall be Patty Seals.

a. The Tabulation Supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted.

c. Election night reports will be available to the City and School District at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with law.

d. The Contracting Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the City and School District as soon as possible after all returns have been tallied.

e. The Contracting Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.

1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.

2. The City and School District can obtain the list of registered voters from the Elections Administration Office after this retention period. Pending no litigation and if the City or School District does not request the lists, the Contracting Officer shall destroy them.

f. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the City and School District in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

**II. DUTIES AND SERVICES OF THE CITY AND SCHOOL DISTRICT.** The City and School District shall assume the following responsibilities:

A. The City and School District shall prepare the election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the appropriate office or body. The City and School District assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.

B. The City and School District shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Friday, March 8, 2019.

C. The City and School District shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.

**a. The City and School District shall deliver to the Contracting Officer as soon as possible, but no later than 5:00 PM Thursday, February 21, 2019, the official wording for the City and School District's May 4, 2019, Joint General & Special Election.**

b. The City and School District shall approve the "blue line" ballot format prior to the final printing.

D. The City and School District shall post the publication of election notice by the proper methods with the proper media.

E. The City and School District shall compensate the Contracting Officer for any additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

F. The City and School District shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to Friday, April 5, 2019. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the

Texas Election Code. The Deposit should be delivered within the mandatory time frame to:

**Collin County Treasury  
2300 Bloomdale Rd. #3138  
McKinney, Texas 75071**

Made payable to: "Collin County Treasury" with the note "for election services" included with check documentation.

G. The City and School District shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

**III. COST OF SERVICES.** See Exhibit "C."

**IV. JOINT GENERAL AGREEMENT.** See Exhibit "D".

**V. GENERAL PROVISIONS.**

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the City and School District's May 4, 2019, Joint General & Special Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

B. Upon request, the Contracting Officer will provide copies of all invoices and other charges received in the process of running said election for the City and School District.

C. If the City and/or School District cancel their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 4, 2019, Joint General & Special Election. All actual shared cost incurred in the conduct of the election will be divided by the actual number of entities contracting with the Contracting Officer **and** holding a May 4, 2019, Joint General & Special Election.

D. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2019.

\_\_\_\_\_  
Bruce Sherbet  
Collin County, Texas

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2019.

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

Attest:\_\_\_\_\_  
Lisa C. Henderson, City Secretary  
City of Plano

Approved as to Form

\_\_\_\_\_

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2019.

By:\_\_\_\_\_  
Sara Bonser, Superintendent  
Plano Independent School District

Attest:\_\_\_\_\_  
Missy Bender, Board President  
Plano Independent School District



**MAY 4, 2019**  
**JOINT GENERAL & SPECIAL ELECTION**

**Early Voting Locations and Hours**  
**City of Plano & PISD\***

<b>Polling Place</b>			<b>Address</b>		<b>City</b>	
Collin County Election Office (Main Early Voting Location)			2010 Redbud Blvd., #102		McKinney	
Carpenter Park Recreation Center			6701 Coit Road		Plano	
Christopher A. Parr Library			6200 Windhaven Parkway		Plano	
Collin College Spring Creek Campus			2800 E. Spring Creek Pkwy.		Plano	
Haggard Library			2501 Coit Road		Plano	
Harrington Library			1501 18 <sup>th</sup> Street		Plano	
Maribelle M. Davis Library			7501-B Independence Pkwy.		Plano	
Murphy Community Center			205 N. Murphy		Murphy (no cost to city)	
Plano ISD Administration Center			2700 W. 15 <sup>th</sup> Street		Plano	
Renner Frankford Branch Library			6400 Frankford Road		Dallas (no cost to city)	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>April 21</i>	<i>April 22</i>	<i>April 23</i>	<i>April 24</i>	<i>April 25</i>	<i>April 26</i>	<i>April 27</i>
	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am - 7pm</b>	<b>8am - 5pm</b>	<b>8am - 5pm</b>
<i>April 28</i>	<i>April 29</i>	<i>April 30</i>	<i>May 1</i>	<i>May 2</i>	<i>May 3</i>	<i>May 4</i>
	<b>7am – 7pm</b>	<b>7am – 7pm</b>				<b>7am – 7pm</b> <b>Election</b> <b>Day</b>

\* City and School District voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration.

Exhibit “B”

**MAY 4, 2019**  
**JOINT GENERAL & SPECIAL ELECTION**

**Election Day Vote Centers – City of Plano & PISD\***

<b>Precincts</b>	<b>Location</b>	<b>Address</b>	<b>City</b>
“VOTE CENTER”	Bethany Elementary School	2418 Micarta Drive	Plano
“VOTE CENTER”	Carpenter Middle School	3905 Rainier Drive	Plano
“VOTE CENTER”	Christopher A. Parr Library	6200 Windhaven Pkwy.	Plano
“VOTE CENTER”	Collin College Spring Creek Campus	2800 E. Spring Creek	Plano
“VOTE CENTER”	Forman Elementary School	3600 Timberline Drive	Plano
“VOTE CENTER”	Haggard Middle School	2832 Parkhaven Drive	Plano
“VOTE CENTER”	Hendrick Middle School	7400 Red River Drive	Plano
“VOTE CENTER”	Jasper High School	6800 Archgate Drive	Plano
“VOTE CENTER”	Schimelpfenig Middle School	2400 Maumelle Drive	Plano
“VOTE CENTER”	Shepton High School	5505 Plano Parkway	Plano
“VOTE CENTER”	Tom Muehlenbeck Recreation Center	5801 W. Parker Road	Plano
“VOTE CENTER”	Williams High School	1717 17 <sup>th</sup> Street	Plano
“VOTE CENTER”	Wilson Middle School	1001 Custer Road	Plano

\*City and School District voters may vote at any of the additional Election Day Vote Centers open under full contract services with the Collin County Elections Administration.

**MAY 4, 2019**  
**JOINT GENERAL & SPECIAL ELECTION**

**Election Day Vote Centers – PISD\***

<b>Precincts</b>	<b>Location</b>	<b>Address</b>	<b>City</b>
“VOTE CENTERS”	Aldridge Elementary School	720 Pleasant Valley Lane	Richardson
“VOTE CENTERS”	Miller Elementary School	5651 Coventry Drive	Richardson
“VOTE CENTERS”	Murphy Community Center	205 N. Murphy Road	Murphy
“VOTE CENTERS”	Parker City Hall	5700 E. Parker Road	Parker
“VOTE CENTERS”	Renner Frankford Branch Library	6400 Frankford Road	Dallas
“VOTE CENTERS”	Rose Haggar Elementary School	17820 Campbell Road	Dallas

\*City and School District voters may vote at any of the additional Election Day Vote Centers open under full contract services with the Collin County Elections Administration.

## SUMMARY OF COSTS FOR CITY OF PLANO

<b>SUPPLY COST</b>	\$570.93
<b>EQUIPMENT RENTAL COST</b>	\$9,943.33
<b>EARLY VOTING</b>	\$10,673.47
<b>ELECTION DAY</b>	\$2,853.00
<b>ADMINISTRATIVE EXPENSES</b>	\$52.50
<b>TABULATION/PROGRAMMING COSTS</b>	\$1,087.14
<b>CENTRALIZED COSTS</b>	<u>\$8,141.31</u>
Total	\$33,321.68
10% Administrative Fee	<u>\$3,332.17</u>
<b>Grand Total</b>	<b>\$36,653.85</b>
<b>90% Deposit due by 4/05/19</b>	<b>\$32,988.46</b>

## **JOINT ELECTION AGREEMENT**

**between**

**The City Council of the City of Plano ("City"), the Board of Trustees of the Plano Independent School District ("District"), and the Board of Trustees of Collin County Community College District ("College").**

BY THE TERMS OF THIS AGREEMENT, the City, the District and the College, do hereby agree, pursuant to the provisions of the Texas Election Code, to hold a joint election for the General Election and Special Election should it be called, of the City and the General Election and Special Election should it be called, of the District and the College to be held on Saturday, May 4, 2019. The City, the District, and the College have contracted with the Collin County Elections Administrator ("Elections Administrator") to perform various duties and responsibilities on their behalf.

The City, the District, and the College shall share equally in shared expenses applicable for the Early Voting locations at Carpenter Park Recreation Center, Christopher A. Parr Library, Collin College Spring Creek Campus, Haggard Library, Harrington Library, Maribelle M. Davis Library and Plano ISD Administration Center. The District and the College shall share equally in shared expenses applicable for the Early Voting locations at Murphy Community Center and Renner Frankford Branch Library. The City, the District, and the College shall share equally in shared expenses applicable for Election Day Vote Centers at Bethany Elementary School, Carpenter Middle School, Christopher A. Parr Library, Collin College Spring Creek Campus, Forman Elementary School, Haggard Middle School, Hendrick Middle School, Jasper High School, Schimelpfenig Middle School, Shepton High School, Tom Muehlenbeck Recreation Center, Williams High School and Wilson Middle School. The District and the College shall divide equally the shared expenses applicable for the Election Day Vote Centers at Aldridge Elementary School, Miller Elementary School, Murphy Community Center, Parker City Hall, Renner Frankford Branch Library and Rose Haggard Elementary School. Expenses include polling location costs, election officials, supplies, ballots and any other and all necessary expenses for the election upon receipt of satisfactory billing and invoices reflecting the total of such election. Expenses unique to one entity shall be billed solely to that entity such as in the case of a runoff, recount, or other matter.

Tabulation and programming costs shall be shared equally between the number of entities holding an election on May 4, 2019. Centralized costs will be determined based on voter registration per jurisdiction. An entity canceling an election pursuant to Section 2.053 of the Texas Election Code will not be liable for costs incurred by the Elections Administrator in conducting the May 4, 2019, Joint General & Special Election of the City, the District and the College; they will be liable only for the contract preparation fee of \$75.00.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS** in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and executed by its authorized representative.

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

Attest: \_\_\_\_\_  
Lisa C. Henderson, City Secretary  
City of Plano

**APPROVED BY THE TRUSTEES OF THE PLANO INDEPENDENT SCHOOL DISTRICT** in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and executed by its authorized representative.

By: \_\_\_\_\_  
Sara Bonser, Superintendent  
Plano Independent School District

Attest: \_\_\_\_\_  
Missy Bender, Board President  
Plano Independent School District

**APPROVED BY THE TRUSTEES OF THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT** in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and executed by its authorized representative.

By: \_\_\_\_\_  
H.Neil Matkin, Ed.D, District President  
Collin College

Attest: \_\_\_\_\_  
Kim Davison, Chief of Staff  
Collin College



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Pam Haines, ext 2538

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### CAPTION

To approve an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Richardson, Texas for jail and detention services provided by the City of Plano to the City of Richardson, University of Texas at Dallas and Methodist Hospital Richardson; and authorizing the City Manager to execute all necessary documents. **Approved**

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### FINANCIAL SUMMARY

Revenue

FISCAL YEAR: FY 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	5,000	0	5,000
Balance	0	5,000	0	5,000

**FUND(S):** General Fund

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**COMMENTS:** Approval of this item will result in an additional \$5,000 in Interlocal Revenue to the Police Department for Jail Facility usage. The interlocal agreement also includes a reimbursement from the City of Richardson to the City of Plano Police Department for the food and other prisoner support costs expended by the City of Plano on behalf of the City of Richardson, University of Texas at Dallas, and Methodist Hospital Richardson prisoners in the estimated amount of \$2,000. The \$5,000 in revenue will be received by Plano at the completion of the detainment period. It is expected that this agreement shall not be required longer than four months.

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### SUMMARY OF ITEM

See attached memo.

**Strategic Plan Goal:**

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

**Plano Tomorrow Plan Pillar:**

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**ATTACHMENTS:**

Description	Upload Date	Type
Richardson ILA Memo	2/7/2019	Memo
Richardson ILA	2/7/2019	Agreement



**Date:** February 4, 2019

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

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

**Subject:** Interlocal Agreement for the Temporary Detention of Richardson, University of Texas at Dallas, and Methodist Hospital Richardson Arrestees between the City of Plano and the City of Richardson

The City of Plano Police Department (PPD) and the City of Richardson Police Department (RPD) have had a close working relationship for many years. The most common example is our participation in the Plano/Richardson Training Center. This past year, Richardson requested our assistance in conducting the investigation into the death of one of their officers, Officer David Sherrard, after he was shot responding to a disturbance at an apartment complex in their City. In 2011, Richardson requested and received permission through an Interlocal Agreement to house their prisoners at the Plano City Jail while their jail was remodeled. Richardson housed their prisoners in our jail for almost three months at that time.

Richardson is currently building a new headquarters facility that will involve changes to their jail, and have again requested the temporary housing of their prisoners in the Plano City Jail.

Richardson currently has an Interlocal Agreement with the University of Texas at Dallas (UTDPD) and Methodist Hospital Richardson (MHRPD) to house any prisoners from their agencies as they have no detention facilities. Plano City Jail has more than ample space to house the additional prisoners. Over the past few months, staff from both agencies have engaged in numerous planning meetings and an Interlocal Agreement was developed with the assistance of both agency's legal advisors. It is our belief that our assistance to the RPD, UTDPD, and MHRPD, will continue to promote our long-standing relationship of mutual assistance and serve the public interest.

The Interlocal Agreement will be effective upon execution by both agencies. Remodeling of the Richardson Jail facility is expected to begin in late March for a period of about 4 months or less.

RPD, UTDPD, and MHRPD personnel will abide by all rules and regulations of the Plano City Jail. RPD detention personnel will be stationed 24/7 with our staff in the Plano City Jail and will be responsible for Richardson prisoners. PPD will house and feed Richardson prisoners with the cost of the meals reimbursed by RPD. Upon expiration of this agreement, the City of Richardson will pay the City of Plano the sum of Five Thousand Dollars (\$5,000.00).

GWR/mp

**STATE OF TEXAS**  
**COUNTIES OF DALLAS**  
**AND COLLIN**

§  
§  
§  
§

**INTERLOCAL COOPERATION AGREEMENT BY AND**  
**BETWEEN THE CITY OF RICHARDSON AND THE CITY OF**  
**PLANO RELATING TO JAIL AND DETENTION SERVICES**

This Interlocal Cooperation Agreement (the “Agreement”) is by and between the City of Richardson, Texas, a Texas home rule municipality (“Richardson”) and the City of Plano, Texas, a Texas home rule municipality (“Plano”) (Plano and Richardson, collectively the “Parties”, or singularly a “Party”), acting by and through their respective authorized representatives

**RECITALS:**

**WHEREAS**, Plano owns and operates a municipal jail and detention facility located in Plano, Texas (the “Plano Facility”); and

**WHEREAS**, Richardson has entered into Interlocal Cooperation Agreements with the University of Texas at Dallas (“UTD”), Richland College (“RC”), and the Methodist Health System (“MHS”) in which Richardson provides jail and detention services for UTD, RC, and MHS; and

**WHEREAS**, Richardson intends to build a new police headquarters facility and renovate portions of its jail and detention facility (the “Richardson Facilities”) and desires to temporarily use the Plano Facility to detain and house persons arrested by the Richardson Police Department (the “RPD”), UTD Police Department (“UTD PD”), Richland College Police Department (the “RC PD”), and Methodist Health System Police Department (the “MHS PD”) during such construction and renovation; and

**WHEREAS**, Plano agrees to provide Richardson with space in the Plano Facility to detain and house persons detained and arrested by the RPD, UTD PD, RC PD, and MHS PD; and

**WHEREAS**, Chapter 791, the Interlocal Cooperation Act (the “Act”), of the Texas Government Code authorizes units of local government to contract with one or more other local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, police protection and detention services are governmental functions and services pursuant to § 791.003 of the Act; and

**WHEREAS**, Plano and Richardson find that it is in the public interest to enter into this agreement;

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

## **Article I. Definitions**

Whenever used in this Agreement, the following terms shall have the following meaning ascribed to them:

“Effective Date” shall mean the last date of execution hereof.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials or labor, that directly and materially affect a Party’s performance under this Agreement.

“Plano” shall mean the City of Plano, Texas.

“Plano Facility” shall mean the Plano municipal jail and detention facility located in Plano, Texas.

“PPD” shall mean the Plano Police Department.

“Richardson” shall mean the City of Richardson, Texas.

“Richardson Facilities” shall mean the new Richardson police headquarters facility and the Richardson municipal jail and detention facility located in Richardson, Texas.

“RPD” shall mean the Richardson Police Department.

“RPD Prisoner(s)” shall mean persons detained or arrested by the RPD, UTD PD, RC PD, and/or MHS PD and who are placed into the Plano Facility.

## **Article II Term**

2.1 The term of this Agreement shall begin on the Effective Date and shall continue until earlier of: (i) the date Richardson is ready to use and occupy the Richardson Facilities following completion of the renovation thereof as set forth in written notice by Richardson to Plano; or (ii) the end of the ninth (9<sup>th</sup>) month following the Effective Date, unless sooner terminated as provided herein. In the event the Richardson Facilities following the renovation is not ready for operational use by Richardson on or before end of the ninth (9<sup>th</sup>) month following the Effective Date, the term of this Agreement shall automatically renew for consecutive periods of thirty (30) days until the Richardson Facilities are ready to be occupied and used by Richardson, unless sooner terminated as provided herein. Richardson shall provide Plano written notice of the

date the Richardson Facilities following the renovation thereof are operational and ready for use and occupancy by Richardson.

2.2 Either Party may terminate this Agreement without liability by providing the other Party sixty (60) days prior written notice thereof.

### **Article III Purpose**

The purpose of this Agreement is to provide the terms and conditions under which persons arrested by the RPD, UTD PD, RC PD, and MHS PD may be detained and housed at the Plano Facility as well as the respective responsibilities of the RPD, UTD PD, RC PD, MHS PD, and PPD during the temporary use of the Plano Facility by the RPD, UTD PD, RC PD, and MHS PD.

### **Article IV Detention Operations**

4.1 Plano Facility Rules. Placement of RPD Prisoners in the Plano Facility shall comply with the PPD rules, procedures, regulations and general orders relating to the detention and jail of prisoners at the Plano Facility (the "Plano Procedures"). The RPD acknowledges it has reviewed and is familiar with the Plano Procedures. The Parties shall mutually develop and adopt a specific standard operating procedure concerning the booking and detention of RPD Prisoners and the responsibilities and duties of the PPD and RPD personnel (the "Standard Operating Procedure"). The care, custody and welfare of the RPD Prisoners shall be governed by the Standard Operating Procedure except as may be otherwise provided in this Agreement.

#### 4.2 RPD Book-In of Prisoners.

(a) The RPD shall at all times be responsible for the book-in of RPD Prisoners placed into the Plano Facility. PPD shall designate an area(s) to complete book-in procedures for RPD Prisoners. The RPD shall be responsible for RPD Prisoners until such persons are released or transported from the Plano Facility. Both PPD and RPD personnel shall cooperate and assist each other as needed in the Facility to maintain safety and security.

(b) The personnel transporting RPD Prisoners to the Plano Facility shall: (i) notify the PPD Communications and the RPD book-in personnel prior to arrival at the Plano Facility; (ii) deliver RPD Prisoners to the sally port entrance of PPD at which time the RPD book-in personnel on duty shall complete the book-in of RPD Prisoners; (iii) search RPD Prisoners for weapons or contraband in the presence of PPD; and (iv) be responsible for the custody of any evidence or contraband found on any RPD Prisoner. PPD shall be responsible for custody and care of any personal property found on RPD Prisoner, which shall be returned to such person upon release from the Plano Facility.

(c) The RPD book-in personnel shall be responsible for the completion of RPD Prisoner book-in paperwork and a digital photograph of the RPD Prisoner. PPD personnel will complete courtesy hold paperwork for RPD inmates housed in the Plano Facility per PPD SOP.

RPD book-in personnel will complete a CR-45 ten print fingerprint card for all RPD Prisoners with misdemeanor Class B, Class A or felony charges, which shall be returned to RPD book-in personnel for filing of appropriate paperwork.

(d) RPD book-in personnel shall provide PPD personnel a copy of the arrest report for each RPD Prisoner and a listing of any medical conditions, suicidal tendencies, or other special needs of the RPD Prisoner. The medical and mental health history is included in the courtesy hold paperwork. The RPD Prisoner arrest report shall be attached to the PPD courtesy hold paperwork. The PPD on-duty supervisor will maintain the right to refuse a prisoner with an existing medical condition which necessitates immediate transport to a medical facility.

(e) PPD personnel shall issue RPD Prisoners a blanket and mattress for use during the detention, and assign a holding cell number, which shall be documented in the RPD Prisoner Log. RPD Prisoners shall be allowed to place local telephone calls within four hours of arriving in the PPD Facility as long as they are not a danger to themselves or PPD or RPD personnel. In such event, such RPD Prisoners will be allowed to use of the telephone as soon as such persons are cooperative and no longer deemed dangerous. Telephone usage and numbers shall be documented on the applicable Prisoner Status Log.

4.3 Detention or Holding Cells. The PPD shall designate detention and holding cells for the housing of RPD Prisoners when possible depending on available space in the Plano Facility. The RPD shall use the designated detention and/or holding cells unless otherwise directed by the then on duty PPD supervisor of the Plano Facility. RPD Prisoners shall be issued RPD uniforms to distinguish them for PPD inmates. PPD and RPD prisoners may be housed in the same detention/holding cells as needed for prisoner management.

4.4 RPD Personnel. The RPD shall provide and maintain at the Plano Facility a minimum of two (2) personnel at all times for the book-in, placement and supervision of RPD Prisoners into the Plano Facility. The personnel of the RPD, UTD PD, RC PD, MHS PD, and PPD shall at all times be under the supervision of their respective chains of command.

4.5 Magistrate of RPD Prisoners.

(a) Richardson shall provide one or more magistrates to arraign the RPD Prisoners at the Plano Facility on a 24/7 basis. Richardson shall cause each of the RPD Prisoners to be arraigned within 24 hours after detention at the Plano Facility. Written confirmation shall be provided to the PPD as each RPD Prisoner is arraigned. All RPD Prisoners shall be transferred from custody of the Plano Facility within 48 hours after their arrival.

(b) The Richardson magistrates shall follow the Standard Operating Procedures and the Plano Facility Rules in regard to the safety and security of the Plano Facility and the prisoners when arraigning RPD Prisoners. The Richardson magistrates shall not interfere with, or direct PPD personnel at any time. The RPD book-in personnel shall maintain the original arraignment form and provide a copy to the PPD then on duty supervisor to be maintained with the RPD Prisoner custodial record form.

4.6. Feeding. PPD shall be responsible for the normal feeding of RPD Prisoners detained in the Plano Facility. PPD shall on the 5<sup>th</sup> day of each month send a monthly written invoice to the RPD for the costs of meals provided to RPD Prisoners for the previous ending calendar month. RPD shall pay such invoice within thirty (30) days after receipt thereof.

4.7. Medical Treatment. PPD shall be responsible for the care, custody and medical treatment of RPD Prisoners while housed in the Plano Facility. RPD shall be responsible for transporting RPD Prisoners to and from the Plano Facility for routine medical examination and treatment. In the event of a medical emergency, Plano EMS and Fire shall transport such RPD Prisoner. When an RPD Prisoner requests medical care, the PPD shall request the Plano Fire and/or EMS personnel evaluate such RPD Prisoner and RPD book-in personnel shall request a patrol officer be dispatched immediately to take custody of RPD Prisoners either at the jail or at the hospital. Plano Fire and/or EMS personnel shall transport any RPD Prisoner deemed in need of immediate emergency medical treatment. If a patrol officer has not arrived to escort the RPD Prisoner to the hospital with the ambulance, a PPD officer will ride with the RPD Prisoner in a medical emergency. Once at the hospital, PPD officer will remain with the prisoner until the RPD unit arrives. The patrol officer requested by RPD shall meet the arriving ambulance at the hospital to take custody of the RPD Prisoner. RPD will be responsible for the care and administration of approved medications or special diets deemed necessary for any RPD Prisoner.

4.8. Release and Transport.

(a) The RPD shall provide written documentation via TCIC Teletype to the PPD authorizing the release of any RPD Prisoner, a copy of which shall be attached to the RPD Prisoner custodial record form, and the PPD Courtesy hold paperwork. RPD book-in personnel shall be responsible for any and all releases of RPD Prisoners.

(b) Except as provided in section 4.7, RPD shall be responsible for any and all transports of all RPD Prisoners. RPD may use PPD Prisoner Transport Vehicles to transport prisoners to Dallas County Jail. Richardson shall maintain insurance coverage for use of these vehicles. (See 5.4 below.) RPD Prisoners may be transported with PPD Prisoners to Collin County.

(c) All bonds and fines of RPD Prisoners shall be the responsibility of RPD book-in personnel and shall not be accepted by the PPD at the Plano Facility.

4.9. Service Fee. Richardson shall, on or before the expiration of the term of this Agreement, pay the sum of Five Thousand Dollars (\$5,000.00) to Plano for the services provided herein.

4.10. Investigation of Serious Injuries or Deaths in Custody. Plano Police Department shall conduct any criminal investigation necessary in the event of any serious bodily injury or death occurring to either a PPD or RPD Prisoner in the Plano Facility. RPD shall delay any internal administrative investigation into a serious injury or death until the PPD criminal investigation is complete or has been authorized by the PPD Crimes Against Persons Unit. If necessary, and in consultation by both the Chief of Police of Plano and the Chief of Police of Richardson, the PPD

may request an outside law enforcement agency conduct the criminal investigation. PPD shall be responsible for the proper notification to the Attorney General of Death in Custody cases. Both PPD and RPD shall have access to the results of the criminal investigation to assist in their internal administrative investigation after the conclusion of the criminal investigation.

## **Article V**

### **Liability/Immunity**

5.1 Handling of Claims. Each Party agrees to the extent authorized under the Constitution and the laws of the State of Texas, to be fully responsible for any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement, including but not limited to its acts of negligence or omission in the arrest, book-in and detention for their respective prisoners. Each Party, to the extent allowed by law and without waiving any rights, defenses or protections provided therein, agrees to be responsible for its own acts of negligence.

5.2 Joint Liability. In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any Party individually under Texas law. Plano shall be responsible for its sole negligence. Richardson shall be responsible for its sole negligence. The provisions of this section are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

5.3 Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

5.4 Insurance.

(a) Each Party shall, during the term of this Agreement, obtain and maintain insurance coverage required by this section. Limits of insurance required by this section can be in any combination of underlying and excess coverage inclusive of self-insured retention.

- (i) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate;



- (ii) commercial automobile insurance covering any automobile used in performance of this Agreement with a minimum limit of \$1,000,000 per accident;
- (iii) workers' compensation insurance at statutory limits;
- (iv) employer's liability insurance with minimum limits of \$1,000,000 per accident, \$1,000,000 each employee by disease and \$1,000,000 policy limit by disease;
- (v) Law Enforcement Liability insurance with minimum limits of \$1,000,000 each wrongful act.

(b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the other Party, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the other Party for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against the other Party for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance; (4) coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by the other Party. Each Party shall provide written notice to the other Party of any material change of, or to, the insurance required herein.

(c) All insurance companies providing insurance coverage required by this section shall be authorized to transact business in Texas and rated an "A" by AM Best or other equivalent rating service.

(d) A certificate of insurance evidencing insurance coverage required by this section shall be submitted by each Party as prescribed in section 6.2 of this Agreement.

(e) Copies of all endorsements, additional insured endorsement and waiver of subrogation endorsement shall be submitted by each Party as prescribed in section 5.4 of this Agreement.

## Article VI Miscellaneous

6.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned by a Party without the prior written consent of the other Party.

6.2 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered to the following addresses:



If intended for Richardson, to:

Dan Johnson, City Manager  
City of Richardson  
411 W. Arapaho Road  
Richardson, Texas 75080

With copy to:

Jimmy Spivey, Chief of Police  
City of Richardson  
140 N. Greenville Avenue  
Richardson, Texas 75081

With copy to:

Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
1800 Ross Tower  
500 N. Akard  
Dallas, Texas 75201

If intended for Plano, to:

Bruce D. Glasscock, City Manager  
City of Plano  
1520 Avenue K, Suite 300  
Plano, Texas 75074

With copy to:

Gregory W. Rushin, Chief of Police  
City of Plano  
909 E. 14<sup>th</sup> Street  
Plano, Texas 75074

With copy to:

Paige Mims, City Attorney  
City of Plano  
1520 Avenue K, Suite 340  
Plano, Texas 75074

6.3 Governing Law. This Agreement will be governed by the laws of the State of Texas, and venue for any action concerning this Agreement will be in the State District Court of Collin

County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.4 Legal Construction. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will 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 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.

6.5 Recitals. The recitals to this Agreement are incorporated herein.

6.6 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.

6.7 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.8 Amendment. This Agreement may be amended by the mutual written agreement of the Parties to it.

6.9 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.

6.10 Funding Sources. Each of the Parties hereto paying for the performance of the governmental services provided are making those payments from current revenues available to each of the respective Parties.

6.11 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.12 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, except as provided in any Exhibits attached hereto.

*(Signature Page to Follow)*

EXECUTED on this 31<sup>st</sup> day of January, 2019.

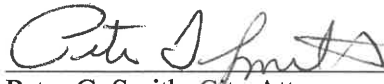
CITY OF RICHARDSON, TEXAS

By:

  
Dan Johnson, City Manager

Approved as to Form:

By:

  
Peter G. Smith, City Attorney

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF PLANO, TEXAS

By:

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

Approved as to Form:

By:

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



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Matt Yager, x5220

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### CAPTION

**Resolution No. 2019-2-7(R):** To declare official intent to reimburse certain expenditures made prior to the issuance of tax-exempt obligations, and providing an effective date. **Adopted**

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### FINANCIAL SUMMARY

Not Applicable

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

FUND(S): N/A

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

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### SUMMARY OF ITEM

This resolution will allow the City of Plano to contract for the construction of the Pecan Hollow Erosion Control 2017 project using currently available funds and reimburse those funds at a later date with proceeds from the Municipal Drainage Revenue Bond sale planned for April 2019.

**Strategic Plan Goal:**

Financially Strong City with Service Excellence

**Plano Tomorrow Plan Pillar:**

Built Environment, Economic Environment

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**ATTACHMENTS:**

Description	Upload Date	Type
Resolution	2/5/2019	Resolution

**A Resolution of the City of Plano, Texas, declaring official intent to reimburse certain expenditures made prior to the issuance of tax-exempt obligations, and providing an effective date.**

**WHEREAS**, the City of Plano, Texas (the "Issuer") is a home-rule municipal corporation authorized to finance its activities by issuing obligations, the interest on which is excludable from gross income for federal income tax purposes ("tax-exempt obligations") pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and

**WHEREAS**, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the construction of Pecan Hollow Erosion Control 2017 project ("Construction"); and

**WHEREAS**, the Issuer desires to reimburse itself for the costs associated with the Construction from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and

**WHEREAS**, the Issuer reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the Construction.

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

**Section I.** The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the Construction from proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

**Section II.** The Issuer reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with the Construction will not exceed \$851,850.

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

**DULY PASSED AND APPROVED** this the 25th day of February, 2019.

\_\_\_\_\_  
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: 2/25/2019

Department: Heritage

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

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### CAPTION

**Ordinance No. 2019-2-8:** to provide certain Heritage Resources within the City ad valorem tax relief as allowed by the Heritage Tax Exemption Program Ordinance, providing a severability clause and an effective date. **Adopted with amended property list**

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### FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2019-20	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	-60,733	-60,733
Balance	0	0	-60,733	-60,733

**FUND(S):** General Fund & General Obligation Debt Fund

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**COMMENTS:** This item will result in property tax exemptions to 83 properties ranging from 38% to 100% of the appraised improvement value in the 2019-20 fiscal year. The initial estimate of revenue lost from these exemptions totals \$60,733 based on the 2018 appraised value and tax rate. However, please note since 2019 appraised values have not been established and the 2019 property tax rate has not been set, the actual value of these exemptions will not be determined until September 2019.

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### SUMMARY OF ITEM

Ordinance to continue the Heritage Tax Exemption Program for the 2019-20 fiscal year.

**Strategic Plan Goal:**

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

**Plano Tomorrow Plan Pillar:**

Built Environment, Social Environment

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**ATTACHMENTS:**

Description	Upload Date	Type
Memo with Attachments	2/14/2019	Memo
Vice Chair Report	2/15/2019	Memo
Ordinance with Exhibit	2/14/2019	Ordinance



**Date:** February 13, 2019

**TO:** Bruce D. Glasscock, City Manager  
Jack Carr, P.E., Deputy City Manager

**FROM:** Bhavesh Mittal, Heritage Preservation Officer

**SUBJECT:** 2019 Heritage Tax Exemption Properties

On January 29, 2019, the Heritage Commission reviewed 87 properties eligible to receive the 2019 Historic Structures Property Tax Exemption, ultimately recommending approval for 83 properties and denying four properties. The proposed ordinance and supporting spreadsheets listing the properties recommended for approval and denial are attached to this memorandum. City Council will consider these documents with the Heritage Commission's recommendation at the February 25, 2019, meeting.

The three participating taxing entities, which include the City of Plano, Plano Independent School District (PISD), and Collin College, must approve the list of exempted properties each year. Staff has mailed the Heritage Commission's recommended properties to the PISD Board of Trustees and the Collin College Board of Trustees for their review and approval. Collin County developed a separate tax abatement program in 2014 and no longer participates in the city's tax exemption program.

## Program Information

The City of Plano's Heritage Tax Exemption Program was established in 1984 to incentivize maintenance of historic properties in a manner that reflects their significance to the community. The tax exemptions apply only to the value of "improvements" to the property (historic buildings, accessory buildings, fencing, etc.), not to the land value. The percentage of the exemption depends on whether a property is commercial or residential, and whether it is an "individually designated" Heritage Resource or a "contributing or compatible" property within a Heritage Resource District. "Non-contributing" structures are not eligible for tax exemption. The exemption rates and property categories are noted below:

Class	Property Category	Exemption Rate
A	Individually Designated - Residential Use	100%
B	Individually Designated - Non-Residential Use	50%
C	Contributing or Compatible Structure - Residential Use	75%
D	Contributing or Compatible Structure - Non-Residential Use	38%

## Tax Exemption Survey and Inspections

In accordance with the Heritage Tax Exemption Ordinance, staff conducts an annual survey of all properties requesting a tax exemption to ensure that proper maintenance and upkeep is occurring. During the annual survey, staff inspects each property to note any incomplete repairs required from previous surveys, identify any new exterior issues requiring maintenance or repair, and photograph these

items for the property owner's reference. The repair/maintenance items are rated by the following four classifications:

1. Good (G) - Elements rated 'Good' have few or no cosmetic imperfections or require only minor/routine maintenance. There is no deadline for completing 'Good' conditions.
2. Fair (F) - Elements rated 'Fair' indicate early signs of wear, failure, or deterioration, though the element is generally performing its intended purpose. There is no deadline for completing 'Fair' conditions, however, the property owner is encouraged to contact the Heritage Preservation Officer to discuss a repair strategy and prevent the element from deteriorating further.
3. Poor (P) - Elements rated 'Poor' require major repair/replacement. A 'Poor' rated repair would have to be addressed by the tax exemption deadline of the following year for the property to remain eligible for program participation. The property owner is encouraged to contact the Heritage Preservation Officer when an element is rated 'Poor' to discuss the deadline and next steps for addressing the repairs.
4. Non-Permitted Construction (N) - Elements which have been completed, installed, or are currently under construction without a Certificate of Appropriateness could result in a denial recommendation of the current evaluation and taxing year.

Following approval by City Council each year, a letter is mailed to all approved properties informing them of the deadline to complete any poor rated repairs by January 1 of the following year. Additionally, a reminder letter is mailed in October and a postcard notice of upcoming inspections is mailed in December. Participants are encouraged to contact the Heritage Preservation Officer with any questions regarding items listed in their tax exemption survey.

For the 2019 tax exemption program, staff received 87 applications and conducted survey inspections between January 4 and January 7. Of these, staff recommended denial for three properties with unrepaired Poor (P) items from the 2018 survey and one property with Non-Permitted Construction (N). Prior to Heritage Commission review, staff sent notification to owners of the four properties recommended for denial via certified mail and email. The notice included a copy of the inspection report, reasons for a denial recommendation, and an invitation to attend the Heritage Commission meeting.

## **2019 Heritage Commission Review**

On January 29, 2019, the Heritage Commission held a public hearing to certify the results of the 2019 Heritage tax exemption survey and took the following actions:

### Properties Recommended for Approval

In accordance with the results of this year's survey, the Heritage Commission certified 83 properties as compliant with program eligibility requirements and recommends approval of tax exemptions for these properties. This equates to an estimated exemption of \$60,733 in city taxes and a total estimated exemption of \$261,315 among the three participating tax entities. Please note that since 2019 appraised values have not been established and the 2019 property tax rate has not been set, the actual value of these exemptions will be determined by the Collin Central Appraisal District in September 2019. The Appraisal District will also apply other applicable property exemptions, such as Homestead and/or Over 65, which may adjust the actual value.

Attachment A summarizes the properties recommended for approval and includes information such as exemption percentage applied, property improvement values, and estimated tax exemption values for each taxing entity. Additionally, the last page summarizes the total estimated tax exemption for each taxing entity.

### Properties Denied

Per Section 20-56(4) of the Heritage Tax Exemption Ordinance, a tax exemption may be denied due to any of the following criteria:

- Criteria 1:* A structure is not being preserved and maintained in accordance within minimum property, structural, health, and safety standards as adopted by the City of Plano, or is not in compliance with the City's Zoning Ordinance;
- Criteria 2:* Deficiencies from previous tax exemption surveys were not completed by January 1 of the subject year; or
- Criteria 3:* Exterior work was completed, installed, or is under construction without a Certificate of Appropriateness (CA), or in deviation of a previously approved CA.

In accordance with the Heritage Tax Exemption Ordinance and the results of this year's survey, the Heritage Commission denied tax exemptions for four properties due to the following reasons:

Property Address	Reason for Denial	Appeal of Heritage Commission Recommendation
815 E. 16th Street	<i>Criteria 2</i> - 2018 'Poor' rated deficiencies not addressed by January 1, 2019	No
1004 E. 15th Street	<i>Criteria 3</i> - Non-permitted construction (N)	Yes
1015 E. 15th Street	<i>Criteria 2</i> - 2018 'Poor' rated deficiencies not addressed by January 1, 2019	No
1035 E. 15th Street	<i>Criteria 2</i> - 2018 'Poor' rated deficiencies not addressed by January 1, 2019	Yes

Attachment B summarizes the properties denied by the Heritage Commission and includes information such as exemption percentage applied, property improvement values, and estimated tax exemption values for each taxing entity.

### **Appeals**

Per Section 20-57 of the Heritage Tax Exemption Ordinance, any owner of a qualified heritage resource may appeal denial of a tax exemption by the Heritage Commission by submitting a notice of appeal in the form of a signed letter to the Heritage Preservation Officer within ten business days of the date of Commission's action. Following denial by the Heritage Commission on January 29, 2019, notices of appeal were received by the owners of 1004 E.15th Street and 1035 E.15th Street (Attachments C and D). These appeals will be considered by City Council during consideration of the 2019 Heritage Tax Exemption Program.

## **Summary**

The City of Plano's Heritage Tax Exemption Program has served as an incentive to maintain historic properties since 1984. Annual inspections ensure that properties are meeting eligibility requirements and that appropriate maintenance is performed. This year's program received applications for 87 properties, of which 83 have been recommended for approval by the Heritage Commission. Four applications were denied by the Heritage Commission, of which two have submitted an appeal to City Council. Following adoption of the 2019 Heritage Tax Exemption Program, a list of approved properties will be forwarded to the Central Appraisal District for its records. Staff will be available during the Council meeting regarding this agenda item to respond to any questions the Council may have regarding the 2019 Heritage Tax Exemption Program.

## **Attachments**

Attachment A – Properties Recommended for Approval

Attachment B – Properties Denied

Attachment C – 1004 E. 15th Street Appeal Letter

Attachment D – 1035 E. 15th Street Appeal Letter

cc: Christina Day, AICP, Director of Planning  
Mike Bell, AICP, Lead Planner

Attachment A - Properties Recommended for Approval of the 2019 Tax Exemption

2019 COMMENTS												
NOTE: Items rated 'Good' (G) shall continue to be maintained as needed. Items rated 'Fair' (F) shall be addressed before becoming a 'Poor' (P) condition. Items rated 'Poor' (P) must be completed by 1/1/20. Items listed as 'Non-Permitted Construction' (N) must be addressed immediately as they could result in a denial recommendation												
Location	Heritage Resource/Heritage Resource Overlay District (HROD)	Owner Information	Surveyed by	Heritage Commission Recommendation	Tax Exemption Percentage	2018 Improvement Value	Plano City (CPL) 0.4603%	Collin College (JCN) 0.081222%	Plano ISD (SPL) 1.4390%	Estimated Exemption for 2019		
1	1001 E. 15th Street	Plano National Bank/IOOF Lodge Downtown HROD	The Schell Family Trust B P. O. Box 860355 Plano, TX 75086	2019 Comments: No comments. Thank you for your hard work!	MB/SS/SB	Approval	50%	\$591,346	\$1,361	\$240	\$4,255	\$5,856
2	1023 E. 15th Street	Merritt Building Downtown HROD	M. F. Robert and Mirna Lynch 4604 Lawson Court Plano, TX 75093	2019 Comments: Repair pilaster crack located at the roof level and paint touch-up to match existing color (F) Repair and paint touch-up needed at the front (south) door threshold (F) Paint touch-up needed at the front (south) parapet cornice (G)	MB/SS/SB	Approval	50%	\$228,428	\$526	\$93	\$1,644	\$2,262
3	1211 E. 15th Street	Hood House	Bdot Properties, LLC 1211 E. 15th Street Plano, TX 75074	2019 Comments: Repair base trim of the front (south) porch column and paint touch-up as needed to match existing color (F)	MB/SS/SB	Approval	50%	\$99,747	\$230	\$41	\$718	\$988
4	1407 E. 15th Street	Carlisle House	Michael and Harriet Linz 1407 E. 15th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	MB/SS/SB	Approval	100%	\$440,203	\$2,026	\$358	\$6,335	\$8,718
5	1410 E. 15th Street	Arch Weatherford House	Josephine Howser 1410 E. 15th Street Plano, TX 75074	2019 Comments: Paint touch-up needed at the second floor window trim at the west facade to match existing color (F)	MB/SS/SB	Approval	100%	\$294,926	\$1,358	\$240	\$4,244	\$5,841
6	1413 E. 15th Street	Roller House	Damon & Kimberly Gonzalez 1413 E. 15th Street Plano, TX 75074	2019 Comments: Paint touch-up needed at first and second floor fascia at the front (south) facade to match existing color (F) Wood fence at the rear needs stain touch-up to get a uniform fence color (F)	MB/SS/SB	Approval	100%	\$492,589	\$2,267	\$400	\$7,088	\$9,756
7	1414 E.15th Street	Salmon House	Kenny Wilson 1414 E.15th Street Plano, TX 75074	2019 Comments: Decorative window trim around the front (north) bay window needs paint touch-up to match existing (F)	MB/SS/SB	Approval	100%	\$352,097	\$1,621	\$286	\$5,067	\$6,973
8	609 E. 16th Street	Mitchell House Haggard Park HROD	Peggy Mitchell 609 E. 16th Street Plano, TX 75034	2019 Comments: Repair wood column at the gazebo (P) Repair window trim at the front (south) facade and paint touch-up to match existing color (F) Paint touch-up needed on the columns, lattice panel railings and the handrials at the gazebo to match existing color (F) Paint touch-up needed on southwest porch roof fascia to match existing color (G)	BM/MG/AA	Approval	100%	\$67,889	\$312	\$55	\$977	\$1,345
9	807 E. 16th Street	Wyatt House Haggard Park HROD	Margarita Eliot 807 E. 16th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	100%	\$196,345	\$904	\$159	\$2,825	\$3,889
10	1210 E. 16th Street	Schell House	Michael & Debra Hamilton 1210 E. 16th Street Plano, TX 75074	2019 Comments: Repair second floor railing at the east façade and paint touch-up to match existing color (P)	MB/SS/SB	Approval	100%	\$188,403	\$867	\$153	\$2,711	\$3,731
11	1211 E. 16th Street	Carpenter House	Elizabeth Pool 1211 E. 16th Street Plano, TX 75074	2019 Comments: Front (South) porch steps needs paint touch-up to match existing (F) Window ledge and first floor roof fascia at the east facade needs paint touch-up to match existing (F)	MB/SS/SB	Approval	100%	\$444,412	\$2,046	\$361	\$6,395	\$8,802
12	900 17th Street	Will Schimelpfenig House Haggard Park HROD	Jack and Cindy Boggs 1802 Weanne Drive Richardson, TX 75082	2019 Comments: Repair wood railing at the ramp on the west facade and paint touch-up to match existing color (P)	BM/MG/AA	Approval	100%	\$237,467	\$1,093	\$193	\$3,417	\$4,703
13	901 17th Street	Mathews House Haggard Park HROD	Jennifer Owens 939 North Winnetka Dallas, TX 75208	2019 Comments: Repair siding, and first floor window trim and sill at the rear (north) facade and paint touch-up to match existing color (P) Paint rear stoop/steps to have a uniform color (P) Remove vegetation/vines growing over the walls at the east facade and the rear facade (F) Exterior staircase at the rear façade needs paint touch-up to match existing color (P) Repair/replace bent roof gutter on the first floor porch roof at the east façade (F) Repair/replace bent roof gutter on the first floor roof at the rear facade (P) Secure loose plywood panel skirting at the front (south) porch (F) Paint touch-up needed at the front porch floor and steps to match existing color (F) Paint touch-up needed on the first floor window sill at the west facade to match existing color (F)	BM/MG/AA	Approval	100%	\$236,409	\$1,088	\$192	\$3,402	\$4,682
14	906 17th Street	Schimelpfenig-Dudley-O'Neal House Haggard Park HROD	Jenni and Jeff Steele 906 17th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	100%	\$481,049	\$2,214	\$391	\$6,922	\$9,527
15	906 18th Street	R.A. Davis House Haggard Park HROD	Whitehead & Sheldon LLC 906 18th Street, Suite 300 Plano, TX 75074	2019 Comments: Repair second floor rake molding at the front (north) façade and paint touch-up to match existing color (F)	BM/MG/AA	Approval	50%	\$342,094	\$787	\$139	\$2,461	\$3,388
16	909 18th Street	Hughston House Haggard Park HROD	Discovery Healthcare Consulting Group 909 18th Street Plano, TX 75074	2019 Comments: Paint wood shingles around the first floor porch to match the second floor porch wood shingles (F)	MB/SS	Approval	50%	\$406,782	\$936	\$165	\$2,927	\$4,028
17	914 18th Street	Mary Schimelpfenig House Haggard Park HROD	Tony and Debbie Holman 914 18th Street Plano, TX 75074	2019 Comments: Paint touch-up needed at the wood picket fence on the east side to match existing color (F)	BM/MG/AA	Approval	50%	\$74,123	\$171	\$30	\$533	\$734

Attachment A (continued)												
2019 COMMENTS												
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Items listed as 'Non-Permitted Construction' (N) must be addressed immediately as they could result in a denial recommendation				Heritage Commission Recommendation		Tax Exemption Percentage		2018 Improvement Value		Plano City (CPL) 0.4603%		Collin College (JCN) 0.081222%
Location	Heritage Resource/Heritage Resource Overlay District (HROD)	Owner Information		Surveyed by						Plano ISD (SPL) 1.4390%	Estimated Exemption for 2019	
18	1615 H Avenue	Aldridge House Haggard Park HROD	Clinton M. Haggard 7352 Independence Parkway Frisco, TX 75035	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	100%	\$349,608	\$1,609	\$284	\$5,031	\$6,924
19	1709 H Avenue	Lamm House Haggard Park HROD	John and Helen Proch 1709 H Avenue Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	100%	\$198,535	\$914	\$161	\$2,857	\$3,932
20	1611 K Avenue	Little Carlisle House	Little Carlisle House LLC 1611 K Avenue Plano, TX 75074	2019 Comments: Paint touch-up needed on roof fascia at the south façade to match existing color (F)	MB/SS	Approval	50%	\$140,040	\$322	\$57	\$1,008	\$1,387
21	1617 K Avenue	Forman House	Gwen Workman 1617 K Avenue Plano, TX 75074	2019 Comments: Wooden elements of the monument sign needs painting to match existing color (F)	MB/SS	Approval	50%	\$263,345	\$606	\$107	\$1,895	\$2,608
22	1704 N Place	McCall Skaggs House	William and Annette Armstrong 1704 N Place Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	MB/SS	Approval	100%	\$191,815	\$883	\$156	\$2,760	\$3,799
23	3921 Coit Road	Wells Homestead	Richard Wells 5001 K Avenue Plano, TX 75074	2019 Comments: Repair and paint touch-up needed at few locations on the north and south side fences to match existing color (P) Paint touch-up needed on the repaired sections of the west (rear) side fence to match existing color (P) Repair siding at a few locations on the first floor at the north facade and paint touch-up to match existing color (P) Repair hole in the siding at the north facade and paint touch-up to match existing color (P) Paint touch-up needed on the mansard roof at front façade to match existing color (F)	BM	Approval	50%	\$167,422	\$385	\$68	\$1,205	\$1,658
24	1600 Carpenter Drive	Haggard Park HROD	Wendi Carter 1600 Carpenter Drive Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	75%	\$190,898	\$659	\$116	\$2,060	\$2,836
25	1601 Carpenter Drive	Haggard Park HROD	Jett Sarrett and Amber Foreman 4637 Saginaw Court Plano, TX 75024	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	75%	\$190,898	\$659	\$116	\$2,060	\$2,836
26	1604 Carpenter Drive	Haggard Park HROD	Harold James Vesterby 1604 Carpenter Drive Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	75%	\$210,699	\$727	\$128	\$2,274	\$3,130
27	1605 Carpenter Drive	Haggard Park HROD	Sammie and Sharon Arnold 1605 Carpenter Drive Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	75%	\$210,699	\$727	\$128	\$2,274	\$3,130
28	1608 Carpenter Drive	Haggard Park HROD	Erika Bagby 102 Lakehill Court Hickory Creek, TX 75065	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	75%	\$210,699	\$727	\$128	\$2,274	\$3,130
29	1612 Carpenter Drive	Haggard Park HROD	Charles William Kraft III 3412 Starlight Trail Plano, TX 75023	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	75%	\$210,699	\$727	\$128	\$2,274	\$3,130
30	1613 Carpenter Drive	Haggard Park HROD	Sallie Ann Plaxico 1613 Carpenter Drive Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	75%	\$210,699	\$727	\$128	\$2,274	\$3,130
31	1616 Carpenter Drive	Haggard Park HROD	John Weber and Marlen Jadally 1616 Carpenter Drive Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	75%	\$210,699	\$727	\$128	\$2,274	\$3,130
32	1617 Carpenter Drive	Haggard Park HROD	Jake Meyer 1617 Carpenter Drive Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	75%	\$210,699	\$727	\$128	\$2,274	\$3,130
33	1621 Carpenter Drive	Haggard Park HROD	Erika Griffith 1621 Carpenter Drive Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	75%	\$210,699	\$727	\$128	\$2,274	\$3,130
34	1624 Carpenter Drive	Haggard Park HROD	Mary Ann Thibodeaux P.O Box 940354 Plano, TX 75094	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	75%	\$172,006	\$594	\$105	\$1,856	\$2,555
35	1625 Carpenter Drive	Haggard Park HROD	Walter and Susan Ragsdale 1625 Carpenter Drive Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	75%	\$172,006	\$594	\$105	\$1,856	\$2,555
36	617 E. 16th Street	Haggard Park HROD	Peggy Ostrander 617 E. 16th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	38%	\$241,741	\$423	\$75	\$1,322	\$1,819
37	801 E. 16th Street	Haggard Park HROD	Rudolph and Ramona Ringle 801 E. 16th Street Plano, TX 75074	2019 Comments: Repair garage window trim at west façade (F) Paint touch-up needed at garage window trim and roof fascia at west façade to match existing color (F) Repoint stone masonry at rear chimney wall to match existing mortar color (F)	BM/MG/AA	Approval	75%	\$821,789	\$2,837	\$501	\$8,869	\$12,207

Attachment A (continued)

2019 COMMENTS													
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Heritage Resource/Heritage Resource Overlay District (HROD)		Owner Information		Items listed as 'Non-Permitted Construction' (N) must be addressed immediately as they could result in a denial recommendation		Surveyed by	Heritage Commission Recommendation	Tax Exemption Percentage	2018 Improvement Value	Plano City (CPL) 0.4603%	Collin College (JCN) 0.081222%	Plano ISD (SPL) 1.4390%	Estimated Exemption for 2019
Location													
38	811 E. 16th Street	Haggard Park HROD	Gerald T. Schultz and Karen J. Bowen 811 E. 16th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$368,239	\$1,271	\$224	\$3,974	\$5,470
39	819 E. 16th Street	Haggard Park HROD	Michael Dagate 819 E. 16th Street Plano, TX 75074	2019 Comments: Paint touch-up needed at the front roof fascia of the west accessory structure to match existing color (F)		BM/MG/AA	Approval	75%	\$194,798	\$672	\$119	\$2,102	\$2,894
40	901 E. 16th Street	Haggard Park HROD	Constance & Russell Coolik 901 E. 16th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$209,377	\$723	\$128	\$2,260	\$3,110
41	907 E. 16th Street	Haggard Park HROD	Richard McKee 907 E. 16th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$138,371	\$478	\$84	\$1,493	\$2,055
42	805 17th Street	Haggard Park HROD	Bertha Cardenas 805 17th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$102,075	\$352	\$62	\$1,102	\$1,516
43	809 17th Street	Haggard Park HROD	L.A. Whitley 809 17th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$55,197	\$191	\$34	\$596	\$820
44	813 17th Street	Haggard Park HROD	John and Kathleen Brooks 813 17th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$186,267	\$643	\$113	\$2,010	\$2,767
45	816 17th Street	Haggard Park HROD	Clinton M. Haggard 7532 Independence Parkway Frisco, TX 75035	2019 Comments: Repair leaning wood picket fence on the east side (F) Paint touch-up needed at a few locations on the front (north) porch to match existing color (F)		BM/MG/AA	Approval	75%	\$68,604	\$237	\$42	\$740	\$1,019
46	907 17th Street	Haggard Park HROD	Larry Westbrook 907 17th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$69,921	\$241	\$43	\$755	\$1,039
47	911 17th Street	Haggard Park HROD	PMM Enterprises LLC 2413 Neal Drive Garland, TX 75040	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$37,215	\$128	\$23	\$402	\$553
48	810 18th Street	Haggard Park HROD	Dora Palao 1800 Carmel Drive Plano, TX 75075	2019 Comments: Repair crack between the front (north) porch floor and the accessible ramp, and paint touch-up to get a uniform porch floor color(F)		MB/SS	Approval	38%	\$59,639	\$104	\$18	\$326	\$449
49	811 18th Street	Haggard Park HROD	Gaziani Muhammad R & Tasleem R 811 18th Street Plano, TX 75074	2019 Comments: Clean roof debris at the front (south) facade (F)		MB/SS	Approval	38%	\$71,923	\$126	\$22	\$393	\$541
50	812 18th Street	Haggard Park HROD	Charles Spence 106 Salsbury Circle Murphy, TX 75094	2019 Comments: No comments. Thank you for your hard work!		MB/SS	Approval	38%	\$63,559	\$111	\$20	\$348	\$478
51	903 18th Street	Haggard Park HROD	Deford & Associates 903 18th Street, Ste 125 Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		MB/SS	Approval	38%	\$444,752	\$778	\$137	\$2,432	\$3,347
52	910 18th Street	Haggard Park HROD	Ronald Thompson 121 Rolling Ridge Holly Lake Ranch, TX 75765	2019 Comments: Repair siding at the east facade of the secondary building at the rear and paint touch-up to match existing color (P) Repair siding below the gable window at the east facade and paint touch-up to match existing color (P) Repair cracks at the front (north) porch (P) Repair siding around at the east side entry door and paint touch-up to match existing color (P) Paint/stain east side porch steps, floor boards, and handrail (F)		BM/MG/AA	Approval	38%	\$135,506	\$237	\$42	\$741	\$1,020
53	913 18th Street	Haggard Park HROD	Bob Streiff 913 18th Street Plano, TX 75074	2019 Comments: Paint touch-up needed at the free-standing sign in the front yard to match existing colors (F) Repair columns at the front (south) porch and paint touch-up to match existing color (P)		MB/SS	Approval	38%	\$134,347	\$235	\$41	\$735	\$1,011
54	920 18th Street	Haggard Park HROD	Joe Ergonis 3353 Remington Drive Plano, TX 75023	2019 Comments: Paint touch-up needed at north gable of the secondary building at the rear to match existing color (F) Paint touch-up needed at the east facade of the single story rear addition to match existing color (F) Repair siding above the front (north) porch roof and paint touch-up to match existing color (P) Paint touch-up needed on the second story gable at the east facade to match existing color (F) Paint touch-up needed at the front (north) porch masonry handrail to match existing color (F) Paint touch-up needed at the brick wall located around at the rear (south) entry door (F)		BM/MG/AA	Approval	38%	\$297,101	\$520	\$92	\$1,625	\$2,236
55	1517 G Avenue	Haggard Park HROD	Dacs Land, LLC 1517 G Avenue Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	38%	\$353,372	\$618	\$109	\$1,932	\$2,659
56	1600 H Avenue	Haggard Park HROD	Connie Harrington Coolik 901 E. 16th Street Plano, TX 75074	2019 Comments: Repair/replace tiles at a few locations on the front (west) porch and steps to match existing material and finish (P) Repair cracks in the brick wall at couple of locations at the front (west) facade and repoint the mortar joints to match existing color (P)		BM/MG/AA	Approval	75%	\$134,062	\$463	\$82	\$1,447	\$1,991

Attachment A (continued)											
2019 COMMENTS											
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Items listed as 'Non-Permitted Construction' (N) must be addressed immediately as they could result in a denial recommendation				Heritage Commission Recommendation		Tax Exemption Percentage	2018 Improvement Value	Plano City (CPL) 0.4603%	Collin College (JCN) 0.081222%	Plano ISD (SPL) 1.4390%	Estimated Exemption for 2019
Location	Heritage Resource/Heritage Resource Overlay District (HROD)	Owner Information		Surveyed by							
57	1603 H Avenue	Haggard Park HROD	Carol Armstrong 1603 H Avenue Plano, TX 75074	2019 Comments: Paint touch-up needed on the brick chimney wall at the north façade to match existing color (F) Clean vinyl siding at a few locations on the front (east) façade and the south façade (F) Clean leaf debris on the roof at the south façade (F)	BM/MG/AA	Approval	75%	\$139,929	\$483	\$85	\$1,510 \$2,078
58	1607 H Avenue	Haggard Park HROD	Becky Armstrong 1607 H Avenue Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	75%	\$153,605	\$530	\$94	\$1,658 \$2,282
59	1611 H Avenue	Haggard Park HROD	Chris and Pam Hatcher 1611 H Avenue Plano, TX 75074	2019 Comments: Repair siding below the first floor window at the north facade and paint touch-up to match existing color (P)	BM/MG/AA	Approval	75%	\$135,844	\$469	\$83	\$1,466 \$2,018
60	1701 H Avenue	Haggard Park HROD	Tang Jonathan Kuo-En 1701 H Avenue Plano, TX 75074	2019 Comments: Clean paint overspray on the second floor windows at the south facade (F)	BM/MG/AA	Approval	75%	\$285,813	\$987	\$174	\$3,085 \$4,245
61	1706 H Avenue	Haggard Park HROD	Yan Lu 2701 W. 15th St. #289 Plano, TX 75075	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	75%	\$132,532	\$458	\$81	\$1,430 \$1,969
62	1715 H Avenue	Haggard Park HROD	Young Dean Homestead Ltd. 625 W. Blondy Jhune Road Allen, TX 75002	2019 Comments: Repoint the mortar joints between the tiles at the north porch steps to match existing color (F)	MB/SS	Approval	38%	\$192,401	\$337	\$59	\$1,052 \$1,448
63	1003-07 E. 15th Street	Downtown HROD	Hiraoki Chiku Gradex USA, Inc. 17572 Griffin Lane Huntington Beach, CA 92647	2019 Comments: Front door (Modern Marketing) at the right storefront needs staining (P) Paint touch-up needed on the A.C. drain pipe at the rear (north) facade to match existing color (F)	MB/SS/SB	Approval	38%	\$953,830	\$1,668	\$294	\$5,216 \$7,179
64	1008 E. 15th Street	Downtown HROD	Crider Living Trust 3013 Crooked Stick Drive Plano, TX 75074	2019 Comments: Paint touch-up needed at the threshold and the door at the front (north) facade to match existing color (F) Clean stains at a few locations on the second story stuccoed wall and if needed paint touch-up to match existing color (F) Paint touch-up needed at a few locations on the east facade to match existing color (F)	MB/SS/SB	Approval	38%	\$361,362	\$632	\$112	\$1,976 \$2,720
65	1010 E. 15th Street	Downtown HROD	Franklin W. Neal 27639 Smithson Valley Road San Antonio, TX 78261	2019 Comments: Paint touch-up needed on the front (north) door to match existing color (F) Transom window above the front door needs cleaning (P) Paint touch-up needed at a few locations around the storefront windows and the column to match existing color (F) Repair metal coping at the west facade (P) Paint touch-up needed at a few locations on the west and the rear (south) façades to match existing color (F)	MB/SS/SB	Approval	38%	\$244,273	\$427	\$75	\$1,336 \$1,838
66	1011 E. 15th Street	Downtown HROD	N A T Properties LLC 1014 E. 15th Place Plano, TX 75074	2019 Comments: Repair mortar joints and holes in the brick wall at the west facade and paint the entire wall to match existing color (P) Paint touch-ups needed at a few locations around the bulkhead, threshold, and trims around the storefront and the transom window at the front (south) façade to match existing colors (F)	MB/SS/SB	Approval	38%	\$496,307	\$868	\$153	\$2,714 \$3,735
67	1012 E. 15th Street	Downtown HROD	Judith Moore, JSMTX, LLC 6800 Del Norte Lane, Apt 245 Dallas, TX 75225	2019 Comments: Paint touch-up needed around transom windows to match existing colors and get a uniform trim color (F) Paint touch-up needed at the front (north) door handle to match existing color (F)	MB/SS/SB	Approval	38%	\$186,787	\$327	\$58	\$1,021 \$1,406
68	1013 E. 15th Street	Downtown HROD	Pierce Family Living Trust Ronald & Deborah Pierce Trustees 39 Vanguard Way Dallas, TX 75243	2019 Comments: Repair the window weatherstrip at the rear (north) facade (G)	MB/SS/SB	Approval	38%	\$362,920	\$635	\$112	\$1,985 \$2,731
69	1016 E. 15th Street	Downtown HROD	Judith Moore 6800 Del Norte Lane, Apt 245 Dallas, TX 75225	2019 Comments: Paint touch-up needed on the bulkhead at the front (north) facade to match existing color (F) Paint touch-up needed at the rear (south) door to match existing color (F) Paint touch-up needed on the repaired sections of the downspout at the rear facade to match existing color (F)	MB/SS/SB	Approval	38%	\$100,747	\$176	\$31	\$551 \$758
70	1017 E. 15th Street	Downtown HROD	Selim Comert 1017 E. 15th Street Plano, TX 75074	2019 Comments: Paint touch-ups needed at the front (south) façade and storefront thresholds to match existing color (F) Clean to remove stains at the stuccoed wall on the east facade (F) Rear (north) stoop/steps needs painting to have a uniform color (F)	MB/SS/SB	Approval	38%	\$729,937	\$1,277	\$225	\$3,991 \$5,493
71	1018 E. 15th Street	Downtown HROD	Judith Moore 6800 Del Norte Lane, Apt 245 Dallas, TX 75225	2019 Comments: Paint touchup needed at front façade where previous sign was installed to match existing color (F) Repair stucco on the left side of the front (north) awning and paint touch-up to match existing color (F)	MB/SS/SB	Approval	38%	\$63,560	\$111	\$20	\$348 \$478
72	1020 E. 15th Street	Downtown HROD	CRH Rentals Ltd. 800 Central Parkway, Suite 100 Plano, TX 75074	2019 Comments: Paint touch-up needed at the transom window lintel at the front (north) facade to match existing color (F)	MB/SS/SB	Approval	38%	\$75,604	\$132	\$23	\$413 \$569
73	1021 E. 15th Street	Downtown HROD	Joel & Hillary Patterson 455 Bee Caves Road Lucas, TX 75002	2019 Comments: No comments. Thank you for your hard work!	MB/SS/SB	Approval	38%	\$119,693	\$209	\$37	\$655 \$901



Attachment A (continued)												
2019 COMMENTS												
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Location	Heritage Resource/Heritage Resource Overlay District (HROD)	Owner Information	Items listed as 'Non-Permitted Construction' (N) must be addressed immediately as they could result in a denial recommendation	Surveyed by	Heritage Commission Recommendation	Tax Exemption Percentage	2018 Improvement Value	Plano City (CPL) 0.4603%	Collin College (JCN) 0.081222%	Plano ISD (SPL) 1.4390%	Estimated Exemption for 2019	
74	1022 E. 15th Street	Downtown HROD	Allred, Wilcox and Hartley, LLC 1022 E. 15th Street Plano, TX 75074	2019 Comments: Bulkhead trim at a few locations at the front (north) façade needs repair and paint touch-up to match existing color (P) Remove vegetation/vines growing within the masonry walls at the rear (south) façade (F) Paint touch-up needed at a few locations around the front door and transom windows to match existing color (F)	MB/SS/SB	Approval	38%	\$460,560	\$806	\$142	\$2,518	\$3,466
75	1024 E. 15th Street	Downtown HROD	Judith Moore, JSMTX, LLC 6800 Del Norte Lane, Apt 245 Dallas, TX 75225	2019 Comments: Paint touch-up needed at a few locations on the bulkhead at the front (north) facade to match existing color (F) Repair stucco crack at the rear (south) facade and paint touch-up to match existing color (P) Rear window and left corner of the storefront bulkhead needs caulking and paint touch-up to match existing color (P)	MB/SS/SB	Approval	38%	\$150,155	\$263	\$46	\$821	\$1,130
76	1026 E. 15th Street & 1421 K Avenue	Downtown HROD	Sutton-1012 LLC 5577 Linhurst Court Fairview, TX 75069	2019 Comments: 1026 E.15th Street Repair trim around the storefront window at the front (north) facade and paint touch-up to match existing color (P) Front door and door hardwares at the north façade needs paint touch-up to match existing color (F) Paint touch-ups needed at a few locations around the storefront windows, bulkheads, pilasters and door trim at the front façade to match existing colors (F) Remove firewood open storage at the rear yard (F)	MB/SS/SB	Approval	38%	\$364,453	\$637	\$112	\$1,993	\$2,743
			1421 K Avenue Paint the entire south and east facade (P)									
77	1029 E. 15th Street	Downtown HROD	Mirna and Robert Lynch 4604 Lawson Court Plano, TX 75093	2019 Comments: Remove all debris at the rear yard (P) Install missing downspout at the rear (north) facade (P) Paint rear door and transom window to match existing color (P) Remove vegetation/vines growing within the walls and door/window frames at the rear façade (F) Paint touch-up needed at a few locations on the rear facade to match existing color (F) Paint touch-up needed at a few locations on the second floor windows at the front (south) facade to match existing color (F)	MB/SS/SB	Approval	38%	\$405,027	\$708	\$125	\$2,215	\$3,048
78	1031-1033 E. 15th Street	Downtown HROD	Katherine W. Power 5454 Emerson Avenue Dallas, TX 75209	2019 Comments: Remove existing plastic/cloth covering the 1033 E.15th storefront openings at the front (south) facade (P) Paint touch-up needed at the rear (north) door frame/trim to match existing color (F) Remove vegetation growing around the rear door (F)	MB/SS/SB	Approval	38%	\$179,694	\$314	\$55	\$983	\$1,352
79	1032 E. 15th Street	Downtown HROD	Connor Chaddick 1201 E. 15th Street, Suite 201 Plano, TX 75074	2019 Comments: Paint touch-up needed at a few locations around the door and storefront sill at the front (north) facade to match existing color (F) Clean paint overspray on the second story brick wall at the east facade (F) Repair chipped sections of concrete at couple of locations on the east facade (P)	MB/SS/SB	Approval	38%	\$371,847	\$650	\$115	\$2,033	\$2,799
80	1037 E. 15th Street	Downtown HROD	Cathy & Jorg Fercher 628 Water Oak Drive Plano, TX 75025	2019 Comments: Paint touch-up needed at a few locations around the storefront window and the bulkhead at the front (south) facade to match existing color (F) Wood fence at the rear needs painting or staining to get a uniform fence color (F) Remove plants/vegetation growing within the masonry walls at the west facade in the rear (F) Paint touch-up needed at a few locations on the masonry wall at the west facade to match existing color (F)	MB/SS/SB	Approval	38%	\$132,573	\$232	\$41	\$725	\$998
81	1410-12 J Avenue	Downtown HROD	Brodhead Family Ltd. 7600 Afton Villa Court Plano, TX 75025	2019 Comments: Front (west) door/window trims and lintels needs scrapping and paint touch-up to match existing color (F) The entire north façade wall needs cleaning and painting (F) The entire brick masonry wall at the front (west) façade needs cleaning and repointing to match existing mortar color (F)	MB/SS/SB	Approval	38%	\$339,227	\$593	\$105	\$1,855	\$2,553
82	1418 K Avenue	Downtown HROD	Patricia Pasos 2413 Neal Drive Garland, TX 75040	2019 Comments: Paint touch-up needed at a few locations on the rear (eas) facade to match existing color (F)	MB/SS/SB	Approval	38%	\$148,040	\$259	\$46	\$810	\$1,114
83	1422-1428 K Avenue/ 1112 E. 15th Street	Downtown HROD	Las Brisas Properties 1002 Marion Drive Garland, TX 75042	2019 Comments: 1422-28 K Avenue Paint touch-up needed at a few locations around the storefront windows at the front (west) facade to match existing color (F) Clean and repoint brick masonry joints at a few locations on the north facade to match existing mortar color (F) Paint touch-up needed at the rear (east) door to match existing color (F)	MB/SS/SB	Approval	38%	\$1,317,140	\$2,304	\$407	\$7,202	\$9,913
			1112 E 15th Street Paint the entire west façade in a uniform color (F) Remove vegetation/vines growing within the masonry walls and over the roof at the east facade (F)									
							\$21,688,189	\$60,733	\$10,717	\$189,865	\$261,315	

Attachment B - Properties Denied for the 2019 Tax Exemption

2019 COMMENTS											
<u>NOTE:</u> Items rated 'Good' (G) shall continue to be maintained as needed. Items rated 'Fair' (F) shall be addressed before becoming a 'Poor' (P) condition. Items rated 'Poor' (P) must be completed by 1/1/20.											
Location	Heritage Resource/Heritage Resource Overlay District (HROD)	Owner Information	Items listed as 'Non-Permitted Construction' (N) must be addressed immediately as they could result in a denial recommendation	Surveyed by	Heritage Commission Decision	Tax Exemption Percentage	2018 Improvement Value	Plano City (CPL) 0.46030%	Collin College (JCN) 0.081222%	Plano ISD (SPL) 1.4390%	Estimated Exemption for 2019
1	815 E. 16th Street	Haggard Park HROD	Travis Hamilton 815 E. 16th Street Plano, TX 75074	BM/MG/AA	Denied	75%	\$80,735	\$279	\$49	\$871	\$1,199
			<b>2019 Comments:</b> Garage door trim at upper right corner needs repair and paint touch-up (F) Dirt and dust have accumulated on the vinyl siding at front porch beams on the east and the west façade, so to get a uniform look and color, it needs cleaning or replacement (P) Missing siding pieces on lower right corner of the garage door (P)								
			<b>2018 Survey comments not addressed:</b> <b>Dirt and dust have accumulated on the vinyl siding at east façade, so to get a uniform look and color, it needs cleaning or replacement (P)</b> <b>Paint touch needed at west side louvered gable vent to match existing color (P)</b>								
2	1004 E. 15th Street	Downtown HROD	Metropolitan Interests Corp. Metropolitan Mammoth Jack, Ltd. 3838 Oak Lawn Avenue; Suite 1416 Dallas, TX 75219	MB/SS/SB	Denied	38%	\$352,933	\$617	\$109	\$1,930	\$2,656
			<b>2019 Comments:</b> Front door and sidelights at the north facade needs re-staining to get a uniform look and color (F) Paint touch-up needed at a few locations at the front (north) facade and the west facade to match existing color (F)								
			<b>Non-Permitted Construction (N)</b> <b>A metal structure (posts and beams) is installed at the west facade without a Certificate of Appropriateness (N)</b>								
3	1015 E. 15th Street	Bagwill-Sherrill Building/ Downtown HROD	Metropolitan Interests Corp. 1015 Metropolitan Plano, Ltd. 3838 Oak Lawn Avenue, Suite 1416 Dallas, TX 75219	MB/SS/SB	Denied	50%	\$161,503	\$372	\$66	\$1,162	\$1,599
			<b>2018 Survey comments not addressed:</b> <b>Missing filler piece at the front awning detail (P)</b>								
			<b>2019 Comments:</b> Paint the entire rear facade to match existing color (F) Remove plants/vegetation growing within the brick walls at the rear (north) facade (P)								
4	1035 E.15th Street	Downtown HROD	Pilikia A'ina 2250 Sachse Road Wylie, TX 75098	MB/SS/SB	Denied	38%	\$170,158	\$298	\$53	\$930	\$1,281
			<b>2018 Survey comments not addressed:</b> <b>Front doors (6) are deteriorating and needs repair/replacement and paint touch-up (P)</b> <b>Remove residue from rope light installation along the top trim of building (P)</b>								
							\$765,329	\$1,565	\$276	\$4,894	\$6,735

**Metropolitan Mammoth Jack, Ltd.**

3838 Oak Lawn Avenue  
Suite 1416  
Dallas, Texas 75219  
214-521-0042

February 12, 2019

Mr. Bhavesh Mittal  
Heritage Preservation Officer  
City of Plano  
1520 Avenue K  
Plano, TX 75074

Ref: 2019 Tax Exemption Status for Metropolitan Mammoth  
Jack, Ltd. 1004 E. 15<sup>th</sup> Street

Dear Mr. Mittal:

Enclosed for your review is a letter of notice to appeal the decision of the Heritage Commission to deny the 2019 tax exemption status for 1004 E. 15<sup>th</sup> Street, Plano, TX 75074.

If you have any questions, please give me a call. Your consideration of this request is appreciated.

Sincerely,



Cecil Kirksey, Property Manager  
214-886-1010

**Metropolitan Mammoth Jack, Ltd.**

3838 Oak Lawn Avenue

Suite 1416

Dallas, Texas 75219

214-521-0042

February 12, 2019

TO WHOM IT MAY CONCERN:

Please let this letter serve as notice of our intentions to appeal the decision of the Heritage Commission to deny our 2019 tax exemption status for 1004 E. 15<sup>th</sup> St. Plano, TX 75074.

Our appeal is based on the recent approval of a Certificate of Appropriateness to cover our patio on the rented property directly adjacent to the property. The Heritage Commission is requesting the denial of the tax exemption due to the lack of a necessary CA for the work started prior to January 1, 2019, which we have now obtained.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "William L. Cravens". The signature is written in dark ink and includes a stylized flourish at the end.

William L. Cravens, President  
Metropolitan Interest Corporation, General Partner  
Metropolitan Mammoth Jack, Ltd

## Attachment D - 1035 E. 15th Street Appeal Letter

I, Colton Tapp, on behalf of Pilikia 'Aina LLC, wish to appeal the decision by the Plano Heritage Commission to deny our tax exemption. We believe that because the delivery of the notice of required repairs was mailed to the tenant, rather than the office of the building's owners, we did not have the opportunity to make the repairs on time. We did perform the requested repairs immediately upon receiving the denial letter via email from the commission along with the mention of an opportunity to appeal the decision.

Thanks for your consideration

By:

Colton Tapp  
Pilikia 'Aina LLC  
469-371-6247

Signed:

<i>Colton Tapp</i>	dotloop verified 02/11/19 10:44 PM CST 70AK-PQER-PDXO-LTBU
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**Recommendation of the Heritage Commission**  
**Vice Chairman's Report**  
2019 Heritage Tax Exemption Program Recommendations  
January 29, 2019

**Consideration of heritage tax exemptions for 87 properties as part of the Heritage Tax Exemption Program.**

**Staff Recommendation:**

On January 29, 2018, the survey by staff found 83 of the 87 properties to be compliant with the Heritage Tax Exemption Program eligibility requirements. Heritage Tax Exemption eligibility requires property assets listed in Poor Condition or as Non-Permitted Construction be addressed by January 1 of the following year. For some background, the following is an explanation of each classification:

- **Poor Condition**
  - The element is no longer performing its intended purpose.
  - The element is missing.
  - Deterioration of damage affects more than 25% of the element.
  - The element shows signs of imminent failure or breakdown.
  - The element requires major repair/replacement.
- **Non-Permitted Construction**
  - The element was completed, installed, or currently under construction without a Certificate of Appropriateness.
  - The element was completed, installed, or currently under construction in deviation of a previously approved Certificate of Appropriateness.

Three of remaining properties staff recommended for denial were due to comments from the 2018 survey with regards to elements in Poor Condition not being addressed by the January 1, 2019 deadline. One property (1004 E. 15<sup>th</sup> Street) staff recommended for denial due to Non-Compliant Construction. Three of the properties were owned by the same owner throughout the duration of 2018, while one property (1035 E 15<sup>th</sup> Street) was purchased on June 4, 2018. The following are the 2018 Survey comments not addressed and Non-Permitted Construction by each property:

- **815 E. 16<sup>th</sup> Street** – Owner: Travis Hamilton
  - a. **Poor Condition** - Dirt and dust have accumulated on the vinyl siding at the East façade, so to get a uniform look and color, it needs cleaning or replacement.
  - b. **Poor Condition** - Paint touch needed at west side louvered gable vent to match existing color.
- **1004 E. 15<sup>th</sup> Street** – Owner: Metropolitan Interests Corp. Metropolitan Mammoth Jack, Ltd.
  - a. **Non-Permitted Construction** – A metal structure (posts and beams) is installed at the West façade without a Certificate of Appropriateness. This item was approved in the prior Agenda item under CA2019-001.

- **1015 E. 15<sup>th</sup> Street** – Owner: Metropolitan Interests Corp. 1015 Metropolitan Plano, Ltd.
  - a. **Poor Condition** – Missing filler piece at the front awning detail.
- **1035 E. 15<sup>th</sup> Street** – Owner: Pilikia Anna LLC.
  - a. **Poor Condition** – Front doors (6) are deteriorating and needs repair/replacement and paint touch-up.
  - b. **Poor Condition** – Remove residue from rope light installation along the top trim of building.

**Comments from the Applicants:**

- **815 E. 16<sup>th</sup> Street** – Speaker: None
- **1004 E. 15<sup>th</sup> Street** – Speaker: Gabe Whitely (Lessee)  
Mr. Whitely stated that he did not think, at the time, that installation of the metal structure on leased land from the city would require a Certificate of Appropriateness for the property at 1004 E. 15<sup>th</sup> Street, despite it being connected to the façade of the building.
- **1015 E. 15<sup>th</sup> Street** – Speaker: Cecil Kirskey  
Mr. Kirskey stated that he had problems with his contractor as he encountered an unexpected illness as well as the difficulty of the metal work set him back.
- **1035 E. 15<sup>th</sup> Street** – Speaker: Colton Tapp  
Mr. Tapp claims that he was not made aware of the issues at the purchase time of the property. His first notification was from the January 1, 2019 inspection. He has resolved the problems since.

**Comments from Citizens:**

No comments were made by citizens during the meeting.

**Comments from Commissioners:**

Comments from Commissioners were very limited with the exception being requests by Chair Sickler toward property owners for any mitigating factors that prevented compliance in accordance with the Heritage Tax Exemption Program.

**Motion:**

A motion was made for the approval of the 83 properties recommended by Staff for approval. The Motion for Approval was supported by the Commission unanimously, 6-0.

A motion was made for the denial of the 4 properties recommended by Staff for denial. This motion passed with 5 votes approving and 1 abstention.

Respectfully Submitted,

*/s/ Brian Bedingfield*

Brian Bedingfield  
Vice Chair  
Heritage Commission



**An Ordinance of the City of Plano, Texas, providing certain Heritage Resources within the City ad valorem tax relief as allowed by the Heritage Tax Exemption Program Ordinance, providing a severability clause, and an effective date.**

**WHEREAS**, Article 8, Section 1-F of the Texas Constitution and the Texas Tax Code, Section 11.24, enable the City of Plano to exempt from taxation part or all of the assessed value of a structure if the structure is designated as a historically or archeologically significant site in need of tax relief to encourage its preservation; and

**WHEREAS**, City of Plano Ordinance No. 2017-2-2, authorizes the City Council of the City of Plano, upon certification and recommendation by the Heritage Commission, to exempt from the current year taxation part or all of the assessed value of a structure if the structure is designated as a historically significant site and in need of tax relief to encourage its preservation; and

**WHEREAS**, on January 29, 2019, the Heritage Commission held a public hearing in accordance with the Heritage Tax Exemption Program Ordinance to certify and recommend 83 properties for approval of ad valorem tax relief for 2019; and

**WHEREAS**, on January 29, 2019, the Heritage Commission held a public hearing in accordance with the Heritage Tax Exemption Program Ordinance and denied ad valorem tax relief for 2019 for four properties; and

**WHEREAS**, on February 12, 2019, William L. Cravens, owner of 1004 East 15th Street, submitted a written appeal of the Heritage Commission's denial of ad valorem tax relief for 1004 East 15th Street to the City Council; and

**WHEREAS**, on February 12, 2019, Colton Tapp, owner of 1035 East 15th Street, submitted a written appeal of the Heritage Commission's denial of ad valorem tax relief for 1035 East 15th Street to the City Council; and

**WHEREAS**, the City Council finds that the structures listed in this ordinance have been certified and recommended by the Heritage Commission or certified upon appeal to the City Council and thus should be approved for ad valorem tax relief for 2019.

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

**Section I.** The historic structures identified in the attached Exhibit A are hereby approved by the City Council for tax exemptions for the current year (2019) consistent with the relief indicated in the attached exhibit and in accordance with the provisions of Ordinance No. 2017-2-2.

**Section II.** All land shall be assessed for taxation in the same equal and uniform manner as all other taxable property in the City.

**Section III.** 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 should not affect the validity of any other portion of this ordinance.

**Section IV.** This Ordinance shall become effective immediately upon its passage as required by law.

**PASSED AND APPROVED THIS 25TH DAY OF FEBRUARY 2019.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

<div>Exhibit A</div> <div>2019 COMMENTS</div> <div> <div>NOTE: Items rated 'Good' (G) shall continue to be maintained as needed.</div> <div>Items rated 'Fair' (F) shall be addressed before becoming a 'Poor' (P) condition.</div> <div>Items rated 'Poor' (P) must be completed by 1/1/20.</div> <div>Items listed as 'Non-Permitted Construction' (N) must be addressed immediately as they could result in a denial recommendation</div> </div>												
	Location	Heritage Resource/Heritage Resource Overlay District (HROD)	Owner Information		Surveyed by	Heritage Commission Recommendation	Tax Exemption Percentage	2018 Improvement Value	Plano City (CPL) 0.4603%	Collin College (JCN) 0.081222%	Plano ISD (SPL) 1.4390%	Estimated Exemption for 2019
1	1001 E. 15th Street	Plano National Bank/IOOF Lodge Downtown HROD	The Schell Family Trust B P. O. Box 860355 Plano, TX 75086	2019 Comments: No comments. Thank you for your hard work!	MB/SS/SB	Approval	50%	\$591,346	\$1,361	\$240	\$4,255	\$5,856
2	1023 E. 15th Street	Merritt Building Downtown HROD	M. F. Robert and Mirna Lynch 4604 Lawson Court Plano, TX 75093	2019 Comments: Repair pilaster crack located at the roof level and paint touch-up to match existing color (F) Repair and paint touch-up needed at the front (south) door threshold (F) Paint touch-up needed at the front (south) parapet cornice (G)	MB/SS/SB	Approval	50%	\$228,428	\$526	\$93	\$1,644	\$2,262
3	1211 E. 15th Street	Hood House	Bdot Properties, LLC 1211 E. 15th Street Plano, TX 75074	2019 Comments: Repair base trim of the front (south) porch column and paint touch-up as needed to match existing color (F)	MB/SS/SB	Approval	50%	\$99,747	\$230	\$41	\$718	\$988
4	1407 E. 15th Street	Carlisle House	Michael and Harriet Linz 1407 E. 15th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	MB/SS/SB	Approval	100%	\$440,203	\$2,026	\$358	\$6,335	\$8,718
5	1410 E. 15th Street	Arch Weatherford House	Josephine Howser 1410 E. 15th Street Plano, TX 75074	2019 Comments: Paint touch-up needed at the second floor window trim at the west facade to match existing color (F)	MB/SS/SB	Approval	100%	\$294,926	\$1,358	\$240	\$4,244	\$5,841
6	1413 E. 15th Street	Roller House	Damon & Kimberly Gonzalez 1413 E. 15th Street Plano, TX 75074	2019 Comments: Paint touch-up needed at first and second floor fascia at the front (south) facade to match existing color (F) Wood fence at the rear needs stain touch-up to get a uniform fence color (F)	MB/SS/SB	Approval	100%	\$492,589	\$2,267	\$400	\$7,088	\$9,756
7	1414 E.15th Street	Salmon House	Kenny Wilson 1414 E.15th Street Plano, TX 75074	2019 Comments: Decorative window trim around the front (north) bay window needs paint touch-up to match existing (F)	MB/SS/SB	Approval	100%	\$352,097	\$1,621	\$286	\$5,067	\$6,973
8	609 E. 16th Street	Mitchell House Haggard Park HROD	Peggy Mitchell 609 E. 16th Street Plano, TX 75034	2019 Comments: Repair wood column at the gazebo (P) Repair window trim at the front (south) facade and paint touch-up to match existing color (F) Paint touch-up needed on the columns, lattice panel railings and the handrials at the gazebo to match existing color (F) Paint touch-up needed on southwest porch roof fascia to match existing color (G)	BM/MG/AA	Approval	100%	\$67,889	\$312	\$55	\$977	\$1,345
9	807 E. 16th Street	Wyatt House Haggard Park HROD	Margarita Eliot 807 E. 16th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	100%	\$196,345	\$904	\$159	\$2,825	\$3,889
10	1210 E. 16th Street	Schell House	Michael & Debra Hamilton 1210 E. 16th Street Plano, TX 75074	2019 Comments: Repair second floor railing at the east façade and paint touch-up to match existing color (P)	MB/SS/SB	Approval	100%	\$188,403	\$867	\$153	\$2,711	\$3,731
11	1211 E. 16th Street	Carpenter House	Elizabeth Pool 1211 E. 16th Street Plano, TX 75074	2019 Comments: Front (South) porch steps needs paint touch-up to match existing (F) Window ledge and first floor roof fascia at the east facade needs paint touch-up to match existing (F)	MB/SS/SB	Approval	100%	\$444,412	\$2,046	\$361	\$6,395	\$8,802
12	900 17th Street	Will Schimelpfenig House Haggard Park HROD	Jack and Cindy Boggs 1802 Weanne Drive Richardson, TX 75082	2019 Comments: Repair wood railing at the ramp on the west facade and paint touch-up to match existing color (P)	BM/MG/AA	Approval	100%	\$237,467	\$1,093	\$193	\$3,417	\$4,703
13	901 17th Street	Mathews House Haggard Park HROD	Jennifer Owens 939 North Winnetka Dallas, TX 75208	2019 Comments: Repair siding, and first floor window trim and sill at the rear (north) facade and paint touch-up to match existing color (P) Paint rear stoop/steps to have a uniform color (P) Remove vegetation/vines growing over the walls at the east facade and the rear facade (F) Exterior staircase at the rear façade needs paint touch-up to match existing color (P) Repair/replace bent roof gutter on the first floor porch roof at the east façade (F) Repair/replace bent roof gutter on the first floor roof at the rear facade (P) Secure loose plywood panel skirting at the front (south) porch (F) Paint touch-up needed at the front porch floor and steps to match existing color (F) Paint touch-up needed on the first floor window sill at the west facade to match existing color (F)	BM/MG/AA	Approval	100%	\$236,409	\$1,088	\$192	\$3,402	\$4,682
14	906 17th Street	Schimelpfenig-Dudley-O'Neal House Haggard Park HROD	Jenni and Jeff Steele 906 17th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	100%	\$481,049	\$2,214	\$391	\$6,922	\$9,527
15	906 18th Street	R.A. Davis House Haggard Park HROD	Whitehead & Sheldon LLC 906 18th Street, Suite 300 Plano, TX 75074	2019 Comments: Repair second floor rake molding at the front (north) façade and paint touch-up to match existing color (F)	BM/MG/AA	Approval	50%	\$342,094	\$787	\$139	\$2,461	\$3,388
16	909 18th Street	Hughston House Haggard Park HROD	Discovery Healthcare Consulting Group 909 18th Street Plano, TX 75074	2019 Comments: Paint wood shingles around the first floor porch to match the second floor porch wood shingles (F)	MB/SS	Approval	50%	\$406,782	\$936	\$165	\$2,927	\$4,028
17	914 18th Street	Mary Schimelpfenig House Haggard Park HROD	Tony and Debbie Holman 914 18th Street Plano, TX 75074	2019 Comments: Paint touch-up needed at the wood picket fence on the east side to match existing color (F)	BM/MG/AA	Approval	50%	\$74,123	\$171	\$30	\$533	\$734

Exhibit A (continued)

2019 COMMENTS													
NOTE: Items rated 'Good' (G) shall continue to be maintained as needed. Items rated 'Fair' (F) shall be addressed before becoming a 'Poor' (P) condition. Items rated 'Poor' (P) must be completed by 1/1/20.													
Heritage Resource/Heritage Resource Overlay District (HROD)		Owner Information		Items listed as 'Non-Permitted Construction' (N) must be addressed immediately as they could result in a denial recommendation		Surveyed by	Heritage Commission Recommendation	Tax Exemption Percentage	2018 Improvement Value	Plano City (CPL) 0.4603%	Collin College (JCN) 0.081222%	Plano ISD (SPL) 1.4390%	Estimated Exemption for 2019
Location													
18	1615 H Avenue	Aldridge House Haggard Park HROD	Clinton M. Haggard 7352 Independence Parkway Frisco, TX 75035	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	100%	\$349,608	\$1,609	\$284	\$5,031	\$6,924
19	1709 H Avenue	Lamm House Haggard Park HROD	John and Helen Proch 1709 H Avenue Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	100%	\$198,535	\$914	\$161	\$2,857	\$3,932
20	1611 K Avenue	Little Carlisle House	Little Carlisle House LLC 1611 K Avenue Plano, TX 75074	2019 Comments: Paint touch-up needed on roof fascia at the south façade to match existing color (F)		MB/SS	Approval	50%	\$140,040	\$322	\$57	\$1,008	\$1,387
21	1617 K Avenue	Forman House	Gwen Workman 1617 K Avenue Plano, TX 75074	2019 Comments: Wooden elements of the monument sign needs painting to match existing color (F)		MB/SS	Approval	50%	\$263,345	\$606	\$107	\$1,895	\$2,608
22	1704 N Place	McCall Skaggs House	William and Annette Armstrong 1704 N Place Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		MB/SS	Approval	100%	\$191,815	\$883	\$156	\$2,760	\$3,799
23	3921 Coit Road	Wells Homestead	Richard Wells 5001 K Avenue Plano, TX 75074	2019 Comments: Repair and paint touch-up needed at few locations on the north and south side fences to match existing color (P) Paint touch-up needed on the repaired sections of the west (rear) side fence to match existing color (P) Repair siding at a few locations on the first floor at the north facade and paint touch-up to match existing color (P) Repair hole in the siding at the north facade and paint touch-up to match existing color (P) Paint touch-up needed on the mansard roof at front façade to match existing color (F)		BM	Approval	50%	\$167,422	\$385	\$68	\$1,205	\$1,658
24	1600 Carpenter Drive	Haggard Park HROD	Wendi Carter 1600 Carpenter Drive Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$190,898	\$659	\$116	\$2,060	\$2,836
25	1601 Carpenter Drive	Haggard Park HROD	Jett Sarrett and Amber Foreman 4637 Saginaw Court Plano, TX 75024	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$190,898	\$659	\$116	\$2,060	\$2,836
26	1604 Carpenter Drive	Haggard Park HROD	Harold James Vesterby 1604 Carpenter Drive Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$210,699	\$727	\$128	\$2,274	\$3,130
27	1605 Carpenter Drive	Haggard Park HROD	Sammie and Sharon Arnold 1605 Carpenter Drive Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$210,699	\$727	\$128	\$2,274	\$3,130
28	1608 Carpenter Drive	Haggard Park HROD	Erika Bagby 102 Lakehill Court Hickory Creek, TX 75065	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$210,699	\$727	\$128	\$2,274	\$3,130
29	1612 Carpenter Drive	Haggard Park HROD	Charles William Kraft III 3412 Starlight Trail Plano, TX 75023	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$210,699	\$727	\$128	\$2,274	\$3,130
30	1613 Carpenter Drive	Haggard Park HROD	Sallie Ann Plaxico 1613 Carpenter Drive Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$210,699	\$727	\$128	\$2,274	\$3,130
31	1616 Carpenter Drive	Haggard Park HROD	John Weber and Marlen Jadally 1616 Carpenter Drive Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$210,699	\$727	\$128	\$2,274	\$3,130
32	1617 Carpenter Drive	Haggard Park HROD	Jake Meyer 1617 Carpenter Drive Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$210,699	\$727	\$128	\$2,274	\$3,130
33	1621 Carpenter Drive	Haggard Park HROD	Erika Griffith 1621 Carpenter Drive Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$210,699	\$727	\$128	\$2,274	\$3,130
34	1624 Carpenter Drive	Haggard Park HROD	Mary Ann Thibodeaux P.O Box 940354 Plano, TX 75094	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$172,006	\$594	\$105	\$1,856	\$2,555
35	1625 Carpenter Drive	Haggard Park HROD	Walter and Susan Ragsdale 1625 Carpenter Drive Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$172,006	\$594	\$105	\$1,856	\$2,555
36	617 E. 16th Street	Haggard Park HROD	Peggy Ostrander 617 E. 16th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	38%	\$241,741	\$423	\$75	\$1,322	\$1,819
37	801 E. 16th Street	Haggard Park HROD	Rudolph and Ramona Ringle 801 E. 16th Street Plano, TX 75074	2019 Comments: Repair garage window trim at west façade (F) Paint touch-up needed at garage window trim and roof fascia at west façade to match existing color (F) Repoint stone masonry at rear chimney wall to match existing mortar color (F)		BM/MG/AA	Approval	75%	\$821,789	\$2,837	\$501	\$8,869	\$12,207

Exhibit A (continued)

2019 COMMENTS														
NOTE: Items rated 'Good' (G) shall continue to be maintained as needed. Items rated 'Fair' (F) shall be addressed before becoming a 'Poor' (P) condition. Items rated 'Poor' (P) must be completed by 1/1/20.														
Heritage Resource/Heritage Resource Overlay District (HROD)		Owner Information		Items listed as 'Non-Permitted Construction' (N) must be addressed immediately as they could result in a denial recommendation		Surveyed by		Heritage Commission Recommendation	Tax Exemption Percentage	2018 Improvement Value	Plano City (CPL) 0.4603%	Collin College (JCN) 0.081222%	Plano ISD (SPL) 1.4390%	Estimated Exemption for 2019
Location														
38	811 E. 16th Street	Haggard Park HROD	Gerald T. Schultz and Karen J. Bowen 811 E. 16th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$368,239	\$1,271	\$224	\$3,974	\$5,470	
39	819 E. 16th Street	Haggard Park HROD	Michael Dagate 819 E. 16th Street Plano, TX 75074	2019 Comments: Paint touch-up needed at the front roof fascia of the west accessory structure to match existing color (F)		BM/MG/AA	Approval	75%	\$194,798	\$672	\$119	\$2,102	\$2,894	
40	901 E. 16th Street	Haggard Park HROD	Constance & Russell Coolik 901 E. 16th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$209,377	\$723	\$128	\$2,260	\$3,110	
41	907 E. 16th Street	Haggard Park HROD	Richard McKee 907 E. 16th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$138,371	\$478	\$84	\$1,493	\$2,055	
42	805 17th Street	Haggard Park HROD	Bertha Cardenas 805 17th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$102,075	\$352	\$62	\$1,102	\$1,516	
43	809 17th Street	Haggard Park HROD	L.A. Whitley 809 17th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$55,197	\$191	\$34	\$596	\$820	
44	813 17th Street	Haggard Park HROD	John and Kathleen Brooks 813 17th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$186,267	\$643	\$113	\$2,010	\$2,767	
45	816 17th Street	Haggard Park HROD	Clinton M. Haggard 7532 Independence Parkway Frisco, TX 75035	2019 Comments: Repair leaning wood picket fence on the east side (F) Paint touch-up needed at a few locations on the front (north) porch to match existing color (F)		BM/MG/AA	Approval	75%	\$68,604	\$237	\$42	\$740	\$1,019	
46	907 17th Street	Haggard Park HROD	Larry Westbrook 907 17th Street Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$69,921	\$241	\$43	\$755	\$1,039	
47	911 17th Street	Haggard Park HROD	PMM Enterprises LLC 2413 Neal Drive Garland, TX 75040	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	75%	\$37,215	\$128	\$23	\$402	\$553	
48	810 18th Street	Haggard Park HROD	Dora Palao 1800 Carmel Drive Plano, TX 75075	2019 Comments: Repair crack between the front (north) porch floor and the accessible ramp, and paint touch-up to get a uniform porch floor color(F)		MB/SS	Approval	38%	\$59,639	\$104	\$18	\$326	\$449	
49	811 18th Street	Haggard Park HROD	Gaziani Muhammad R & Tasleem R 811 18th Street Plano, TX 75074	2019 Comments: Clean roof debris at the front (south) facade (F)		MB/SS	Approval	38%	\$71,923	\$126	\$22	\$393	\$541	
50	812 18th Street	Haggard Park HROD	Charles Spence 106 Salsbury Circle Murphy, TX 75094	2019 Comments: No comments. Thank you for your hard work!		MB/SS	Approval	38%	\$63,559	\$111	\$20	\$348	\$478	
51	903 18th Street	Haggard Park HROD	Deford & Associates 903 18th Street, Ste 125 Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		MB/SS	Approval	38%	\$444,752	\$778	\$137	\$2,432	\$3,347	
52	910 18th Street	Haggard Park HROD	Ronald Thompson 121 Rolling Ridge Holly Lake Ranch, TX 75765	2019 Comments: Repair siding at the east facade of the secondary building at the rear and paint touch-up to match existing color (P) Repair siding below the gable window at the east facade and paint touch-up to match existing color (P) Repair cracks at the front (north) porch (P) Repair siding around at the east side entry door and paint touch-up to match existing color (P) Paint/stain east side porch steps, floor boards, and handrail (F)		BM/MG/AA	Approval	38%	\$135,506	\$237	\$42	\$741	\$1,020	
53	913 18th Street	Haggard Park HROD	Bob Streiff 913 18th Street Plano, TX 75074	2019 Comments: Paint touch-up needed at the free-standing sign in the front yard to match existing colors (F) Repair columns at the front (south) porch and paint touch-up to match existing color (P)		MB/SS	Approval	38%	\$134,347	\$235	\$41	\$735	\$1,011	
54	920 18th Street	Haggard Park HROD	Joe Ergonis 3353 Remington Drive Plano, TX 75023	2019 Comments: Paint touch-up needed at north gable of the secondary building at the rear to match existing color (F) Paint touch-up needed at the east facade of the single story rear addition to match existing color (F) Repair siding above the front (north) porch roof and paint touch-up to match existing color (P) Paint touch-up needed on the second story gable at the east facade to match existing color (F) Paint touch-up needed at the front (north) porch masonry handrail to match existing color (F) Paint touch-up needed at the brick wall located around at the rear (south) entry door (F)		BM/MG/AA	Approval	38%	\$297,101	\$520	\$92	\$1,625	\$2,236	
55	1517 G Avenue	Haggard Park HROD	Dacs Land, LLC 1517 G Avenue Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!		BM/MG/AA	Approval	38%	\$353,372	\$618	\$109	\$1,932	\$2,659	
56	1600 H Avenue	Haggard Park HROD	Connie Harrington Coolik 901 E. 16th Street Plano, TX 75074	2019 Comments: Repair/replace tiles at a few locations on the front (west) porch and steps to match existing material and finish (P) Repair cracks in the brick wall at couple of locations at the front (west) facade and repoint the mortar joints to match existing color (P)		BM/MG/AA	Approval	75%	\$134,062	\$463	\$82	\$1,447	\$1,991	

Exhibit A (continued)

2019 COMMENTS												
NOTE: Items rated 'Good' (G) shall continue to be maintained as needed. Items rated 'Fair' (F) shall be addressed before becoming a 'Poor' (P) condition. Items rated 'Poor' (P) must be completed by 1/1/20.												
Location		Heritage Resource/Heritage Resource Overlay District (HROD)	Owner Information	Items listed as 'Non-Permitted Construction' (N) must be addressed immediately as they could result in a denial recommendation	Surveyed by	Heritage Commission Recommendation	Tax Exemption Percentage	2018 Improvement Value	Plano City (CPL) 0.4603%	Collin College (JCN) 0.081222%	Plano ISD (SPL) 1.4390%	Estimated Exemption for 2019
57	1603 H Avenue	Haggard Park HROD	Carol Armstrong 1603 H Avenue Plano, TX 75074	2019 Comments: Paint touch-up needed on the brick chimney wall at the north façade to match existing color (F) Clean vinyl siding at a few locations on the front (east) façade and the south façade (F) Clean leaf debris on the roof at the south façade (F)	BM/MG/AA	Approval	75%	\$139,929	\$483	\$85	\$1,510	\$2,078
58	1607 H Avenue	Haggard Park HROD	Becky Armstrong 1607 H Avenue Plano, TX 75074	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	75%	\$153,605	\$530	\$94	\$1,658	\$2,282
59	1611 H Avenue	Haggard Park HROD	Chris and Pam Hatcher 1611 H Avenue Plano, TX 75074	2019 Comments: Repair siding below the first floor window at the north facade and paint touch-up to match existing color (P)	BM/MG/AA	Approval	75%	\$135,844	\$469	\$83	\$1,466	\$2,018
60	1701 H Avenue	Haggard Park HROD	Tang Jonathan Kuo-En 1701 H Avenue Plano, TX 75074	2019 Comments: Clean paint overspray on the second floor windows at the south facade (F)	BM/MG/AA	Approval	75%	\$285,813	\$987	\$174	\$3,085	\$4,245
61	1706 H Avenue	Haggard Park HROD	Yan Lu 2701 W. 15th St. #289 Plano, TX 75075	2019 Comments: No comments. Thank you for your hard work!	BM/MG/AA	Approval	75%	\$132,532	\$458	\$81	\$1,430	\$1,969
62	1715 H Avenue	Haggard Park HROD	Young Dean Homestead Ltd. 625 W. Blondy Jhune Road Allen, TX 75002	2019 Comments: Repoint the mortar joints between the tiles at the north porch steps to match existing color (F)	MB/SS	Approval	38%	\$192,401	\$337	\$59	\$1,052	\$1,448
63	1003-07 E. 15th Street	Downtown HROD	Hiraoki Chiku Gradex USA, Inc. 17572 Griffin Lane Huntington Beach, CA 92647	2019 Comments: Front door (Modern Marketing) at the right storefront needs staining (P) Paint touch-up needed on the A.C. drain pipe at the rear (north) facade to match existing color (F)	MB/SS/SB	Approval	38%	\$953,830	\$1,668	\$294	\$5,216	\$7,179
64	1008 E. 15th Street	Downtown HROD	Crider Living Trust 3013 Crooked Stick Drive Plano, TX 75074	2019 Comments: Paint touch-up needed at the threshold and the door at the front (north) facade to match existing color (F) Clean stains at a few locations on the second story stuccoed wall and if needed paint touch-up to match existing color (F) Paint touch-up needed at a few locations on the east facade to match existing color (F)	MB/SS/SB	Approval	38%	\$361,362	\$632	\$112	\$1,976	\$2,720
65	1010 E. 15th Street	Downtown HROD	Franklin W. Neal 27639 Smithson Valley Road San Antonio, TX 78261	2019 Comments: Paint touch-up needed on the front (north) door to match existing color (F) Transom window above the front door needs cleaning (P) Paint touch-up needed at a few locations around the storefront windows and the column to match existing color (F) Repair metal coping at the west facade (P) Paint touch-up needed at a few locations on the west and the rear (south) façades to match existing color (F)	MB/SS/SB	Approval	38%	\$244,273	\$427	\$75	\$1,336	\$1,838
66	1011 E. 15th Street	Downtown HROD	N A T Properties LLC 1014 E. 15th Place Plano, TX 75074	2019 Comments: Repair mortar joints and holes in the brick wall at the west facade and paint the entire wall to match existing color (P) Paint touch-ups needed at a few locations around the bulkhead, threshold, and trims around the storefront and the transom window at the front (south) façade to match existing colors (F)	MB/SS/SB	Approval	38%	\$496,307	\$868	\$153	\$2,714	\$3,735
67	1012 E. 15th Street	Downtown HROD	Judith Moore, JSMTX, LLC 6800 Del Norte Lane, Apt 245 Dallas, TX 75225	2019 Comments: Paint touch-up needed around transom windows to match existing colors and get a uniform trim color (F) Paint touch-up needed at the front (north) door handle to match existing color (F)	MB/SS/SB	Approval	38%	\$186,787	\$327	\$58	\$1,021	\$1,406
68	1013 E. 15th Street	Downtown HROD	Pierce Family Living Trust Ronald & Deborah Pierce Trustees 39 Vanguard Way Dallas, TX 75243	2019 Comments: Repair the window weatherstrip at the rear (north) facade (G)	MB/SS/SB	Approval	38%	\$362,920	\$635	\$112	\$1,985	\$2,731
69	1016 E. 15th Street	Downtown HROD	Judith Moore 6800 Del Norte Lane, Apt 245 Dallas, TX 75225	2019 Comments: Paint touch-up needed on the bulkhead at the front (north) facade to match existing color (F) Paint touch-up needed at the rear (south) door to match existing color (F) Paint touch-up needed on the repaired sections of the downspout at the rear facade to match existing color (F)	MB/SS/SB	Approval	38%	\$100,747	\$176	\$31	\$551	\$758
70	1017 E. 15th Street	Downtown HROD	Selim Comert 1017 E. 15th Street Plano, TX 75074	2019 Comments: Paint touch-ups needed at the front (south) façade and storefront thresholds to match existing color (F) Clean to remove stains at the stuccoed wall on the east facade (F) Rear (north) stoop/steps needs painting to have a uniform color (F)	MB/SS/SB	Approval	38%	\$729,937	\$1,277	\$225	\$3,991	\$5,493
71	1018 E. 15th Street	Downtown HROD	Judith Moore 6800 Del Norte Lane, Apt 245 Dallas, TX 75225	2019 Comments: Paint touchup needed at front façade where previous sign was installed to match existing color (F) Repair stucco on the left side of the front (north) awning and paint touch-up to match existing color (F)	MB/SS/SB	Approval	38%	\$63,560	\$111	\$20	\$348	\$478
72	1020 E. 15th Street	Downtown HROD	CRH Rentals Ltd. 800 Central Parkway, Suite 100 Plano, TX 75074	2019 Comments: Paint touch-up needed at the transom window lintel at the front (north) facade to match existing color (F)	MB/SS/SB	Approval	38%	\$75,604	\$132	\$23	\$413	\$569
73	1021 E. 15th Street	Downtown HROD	Joel & Hillary Patterson 455 Bee Caves Road Lucas, TX 75002	2019 Comments: No comments. Thank you for your hard work!	MB/SS/SB	Approval	38%	\$119,693	\$209	\$37	\$655	\$901

Exhibit A (continued)												
<div> <div>2019 COMMENTS</div> <div> <div>NOTE: Items rated 'Good' (G) shall continue to be maintained as needed.</div> <div>Items rated 'Fair' (F) shall be addressed before becoming a 'Poor' (P) condition.</div> <div>Items rated 'Poor' (P) must be completed by 1/1/20.</div> </div> </div>												
Location	Heritage Resource/Heritage Resource Overlay District (HROD)	Owner Information	Items listed as 'Non-Permitted Construction' (N) must be addressed immediately as they could result in a denial recommendation	Surveyed by	Heritage Commission Recommendation	Tax Exemption Percentage	2018 Improvement Value	Plano City (CPL) 0.4603%	Collin College (JCN) 0.081222%	Plano ISD (SPL) 1.4390%	Estimated Exemption for 2019	
74	1022 E. 15th Street	Downtown HROD	Allred, Wilcox and Hartley, LLC 1022 E. 15th Street Plano, TX 75074	2019 Comments: Bulkhead trim at a few locations at the front (north) façade needs repair and paint touch-up to match existing color (P) Remove vegetation/vines growing within the masonry walls at the rear (south) façade (F) Paint touch-up needed at a few locations around the front door and transom windows to match existing color (F)	MB/SS/SB	Approval	38%	\$460,560	\$806	\$142	\$2,518	\$3,466
75	1024 E. 15th Street	Downtown HROD	Judith Moore, JSMTX, LLC 6800 Del Norte Lane, Apt 245 Dallas, TX 75225	2019 Comments: Paint touch-up needed at a few locations on the bulkhead at the front (north) facade to match existing color (F) Repair stucco crack at the rear (south) facade and paint touch-up to match existing color (P) Rear window and left corner of the storefront bulkhead needs caulking and paint touch-up to match existing color (P)	MB/SS/SB	Approval	38%	\$150,155	\$263	\$46	\$821	\$1,130
76	1026 E. 15th Street & 1421 K Avenue	Downtown HROD	Sutton-1012 LLC 5577 Linhurst Court Fairview, TX 75069	2019 Comments: 1026 E.15th Street Repair trim around the storefront window at the front (north) facade and paint touch-up to match existing color (P) Front door and door hardware at the north façade needs paint touch-up to match existing color (F) Paint touch-ups needed at a few locations around the storefront windows, bulkheads, pilasters and door trim at the front façade to match existing colors (F) Remove firewood open storage at the rear yard (F)  1421 K Avenue Paint the entire south and east facade (P)	MB/SS/SB	Approval	38%	\$364,453	\$637	\$112	\$1,993	\$2,743
77	1029 E. 15th Street	Downtown HROD	Mirna and Robert Lynch 4604 Lawson Court Plano, TX 75093	2019 Comments: Remove all debris at the rear yard (P) Install missing downspout at the rear (north) facade (P) Paint rear door and transom window to match existing color (P) Remove vegetation/vines growing within the walls and door/window frames at the rear façade (F) Paint touch-up needed at a few locations on the rear facade to match existing color (F) Paint touch-up needed at a few locations on the second floor windows at the front (south) facade to match existing color (F)	MB/SS/SB	Approval	38%	\$405,027	\$708	\$125	\$2,215	\$3,048
78	1031-1033 E. 15th Street	Downtown HROD	Katherine W. Power 5454 Emerson Avenue Dallas, TX 75209	2019 Comments: Remove existing plastic/cloth covering the 1033 E.15th storefront openings at the front (south) facade (P) Paint touch-up needed at the rear (north) door frame/trim to match existing color (F) Remove vegetation growing around the rear door (F)	MB/SS/SB	Approval	38%	\$179,694	\$314	\$55	\$983	\$1,352
79	1032 E. 15th Street	Downtown HROD	Connor Chaddick 1201 E. 15th Street, Suite 201 Plano, TX 75074	2019 Comments: Paint touch-up needed at a few locations around the door and storefront sill at the front (north) facade to match existing color (F) Clean paint overspray on the second story brick wall at the east facade (F) Repair chipped sections of concrete at couple of locations on the east facade (P)	MB/SS/SB	Approval	38%	\$371,847	\$650	\$115	\$2,033	\$2,799
80	1037 E. 15th Street	Downtown HROD	Cathy & Jorg Fercher 628 Water Oak Drive Plano, TX 75025	2019 Comments: Paint touch-up needed at a few locations around the storefront window and the bulkhead at the front (south) facade to match existing color (F) Wood fence at the rear needs painting or staining to get a uniform fence color (F) Remove plants/vegetation growing within the masonry walls at the west facade in the rear (F) Paint touch-up needed at a few locations on the masonry wall at the west facade to match existing color (F)	MB/SS/SB	Approval	38%	\$132,573	\$232	\$41	\$725	\$998
81	1410-12 J Avenue	Downtown HROD	Brodhead Family Ltd. 7600 Afton Villa Court Plano, TX 75025	2019 Comments: Front (west) door/window trims and lintels needs scrapping and paint touch-up to match existing color (F) The entire north façade wall needs cleaning and painting (F) The entire brick masonry wall at the front (west) façade needs cleaning and repointing to match existing mortar color (F)	MB/SS/SB	Approval	38%	\$339,227	\$593	\$105	\$1,855	\$2,553
82	1418 K Avenue	Downtown HROD	Patricia Pasos 2413 Neal Drive Garland, TX 75040	2019 Comments: Paint touch-up needed at a few locations on the rear (eas) facade to match existing color (F)	MB/SS/SB	Approval	38%	\$148,040	\$259	\$46	\$810	\$1,114
83	1422-1428 K Avenue/ 1112 E. 15th Street	Downtown HROD	Las Brisas Properties 1002 Marion Drive Garland, TX 75042	2019 Comments: 1422-28 K Avenue Paint touch-up needed at a few locations around the storefront windows at the front (west) facade to match existing color (F) Clean and repoint brick masonry joints at a few locations on the north facade to match existing mortar color (F) Paint touch-up needed at the rear (east) door to match existing color (F)  1112 E 15th Street Paint the entire west façade in a uniform color (F) Remove vegetation/vines growing within the masonry walls and over the roof at the east facade (F)	MB/SS/SB	Approval	38%	\$1,317,140	\$2,304	\$407	\$7,202	\$9,913
							\$21,688,189	\$60,733	\$10,717	\$189,865	\$261,315	



## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

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### CAPTION

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2018-014 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 19.3 acres of land located at the northwest corner of the Dallas North Tollway and Plano Parkway in the City of Plano, Collin County, Texas, from Regional Commercial to Planned Development-25-Regional Commercial; 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: Kreymer Investments, LTD. (Previously tabled at 01/14/19, 12/10/18, 11/26/18 and 11/12/18 Council meetings.) **Zoning Case withdrawn**

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### FINANCIAL SUMMARY

Not Applicable

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

FUND(S): N/A

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COMMENTS:

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### SUMMARY OF ITEM



**Strategic Plan Goal:**

Financially Strong City with Service Excellence

**Plano Tomorrow Plan Pillar:**

Built Environment

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**ATTACHMENTS:**

Description	Upload Date	Type
ZC 2018-014 Follow-Up	2/6/2019	P/Z Follow-up Memo
ZC 2018-014 2nd Vice Chair Report	2/6/2019	P/Z Follow-up Memo
ZC 2018-014 Write-Up	2/6/2019	Staff Report
ZC 2018-014 Locator	2/6/2019	Map
ZC 2018-014 Aerial	2/6/2019	Map
ZC 2018-014 Zoning Exhibit (Bold)	2/6/2019	Map
ZC 2018-014 Preliminary Site Plan	2/6/2019	Informational
ZC 2018-014 Open Space Plan	2/6/2019	Informational
ZC 2018-014 Ordinance with Exhibits	2/6/2019	Ordinance

**DATE:** October 16, 2018  
**TO:** Honorable Mayor & City Council  
**FROM:** John Muns, Chair, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 15, 2018 GMA

**AGENDA ITEM NO. 1A - PUBLIC HEARING**  
**ZONING CASE 2018-014**  
**APPLICANT: KREYMER INVESTMENTS, LTD.**

Request to rezone 19.3 acres located at the northwest corner of the Dallas North Tollway and Plano Parkway from Regional Commercial to Planned Development-Regional Commercial in order to modify development standards. Zoned Regional Commercial and located within the Dallas North Tollway Overlay District. Tabled October 1, 2018. Project #ZC2018-014.

<b>Speaker Card(s) Received</b>	<b>Support:</b> <u>1</u>	<b>Oppose:</b> <u>3</u>	<b>Neutral:</b> <u>0</u>
<b>Petition Signatures Received:</b>	<b>Support:</b> <u>2</u>	<b>Oppose:</b> <u>2</u>	<b>Neutral:</b> <u>0</u>
<b>Other Responses:</b>	<b>Support:</b> <u>9</u>	<b>Oppose:</b> <u>0</u>	<b>Neutral:</b> <u>0</u>
<b>APPROVED:</b> <u>4-2</u>	<b>DENIED:</b> _____	<b>TABLED:</b> _____	

First Vice Chair Barbera recused himself due to a business relationship with a neighboring property owner.

One Commissioner voting in opposition was opposed to the location of the retirement housing uses. The other Commissioner did not state a reason for their opposition.

**STIPULATIONS:**

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

1. Additional Permitted Uses:

- a. Assisted Living Facility
- b. Independent Living Facility

2. Standards for Assisted and Independent Living Facilities:

- a. Maximum total number of combined assisted living facility and independent living facility units: 650

b. Setbacks

- i. Minimum setback from the centerline of the main lanes of the Dallas North Tollway: 350 feet
  - ii. If located within 500 feet of the centerline of the main lanes of the Dallas North Tollway, a nonresidential building or buildings, including parking structures must be constructed between buildings and the frontage road of the Dallas North Tollway. The nonresidential building(s) must be a minimum of 4 stories in height, and equal or greater linear square footage as measured along a street when compared with the retirement housing building(s).
- c. 75% of all independent living facility units must have one of the following design features: a true balcony, stoop, or patio to create outdoor living space.
- d. No building facade may exceed a length of 150 feet without a break in the facade of a minimum depth of 5 feet for a minimum length of 10 feet.
- e. Buildings must have a usable outdoor terrace on the highest three floors. Terraces will be tiered so that they are stepped back on the two highest floors.
- f. Noise Mitigation
- i. Windows on the sides of the buildings facing the Dallas North Tollway must have a sound transmission class of 35 or greater.
  - ii. Building facades with a direct line of sight to the Dallas North Tollway should minimize exterior use areas where possible.

3. Maximum Floor Area Ratio: 2:1

4. Landscape Standards:

- a. The Dallas North Tollway and Plano Parkway landscape edges must be in conformance with the Dallas North Tollway Overlay District requirements, and trees must be planted at an average of 30 feet of linear frontage.
- b. Along the north and west property lines, trees must be planted at an average of 40 feet on-center and consist of 1 large shade tree species.

5. Height:

a. Minimum Height:

- i. Assisted living and independent living: 5 story, 70 feet.

- ii. Medical and professional/general administrative office: 4 story, 60 feet.
  - b. Maximum Height for Structured Parking: 6 story, 84 feet.
- 6. Phasing: A building permit for a minimum of 45,000 square feet of medical and/or professional/general administrative office must be approved prior to or concurrent with the site plan approval of any assisted or independent living facility uses.
- 7. Open Space:
  - a. Minimum of 1.5 acres of open space must be provided.
  - b. For assisted living and independent living facilities, a minimum of 4% of the total building gross square footage must be allocated to interior courtyards and amenity areas.
  - c. Required landscaping is excluded.
  - d. Open space areas must have minimum dimensions of 24 feet by 80 feet and be a minimum of 3,500 square feet in size.
- 8. Parking Space Schedule for Health/Fitness Use: One space for each 200 square feet.

**FOR CITY COUNCIL MEETING OF:** November 12, 2018 (To view the agenda for this meeting, see [www.plano.gov](http://www.plano.gov))

## **PUBLIC HEARING - ORDINANCE**

RA/amc

xc: Karol Kreymer, Kreymer Investments, Ltd.  
Judd Millinix, Kimley-Horn & Associates, Inc.  
Jeanna Scott, Building Inspections Manager

<https://goo.gl/maps/Uywfick7VUo>

RECOMMENDATION OF THE PLANNING & ZONING COMMISSION ZONING

CASE 2018-014

OCTOBER 15, 2018

SECOND VICE CHAIRMAN'S REPORT

**Agenda Item No. 1A – Public Hearing**

**Zoning Case 2018-014** – Request to rezone 19.3 acres located at the northwest corner of the Dallas North Tollway and Plano Parkway from Regional Commercial to Planned Development-Regional Commercial in order to modify development standards. Zoned Regional Commercial and located within the Dallas North Tollway Overlay District.

**Applicant:** KREYMER INVESTMENTS, LTD.

**Staff Recommendation:** Staff recommended approval as follows:

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

1) Additional Permitted Uses:

- a) Assisted Living Facility
- b) Independent Living Facility

2) Standards for Assisted and Independent Living Facilities:

- a) Maximum total number of combined assisted living facility and independent living facility units: 650
- b) Setbacks
  - i. Minimum setback from the centerline of the main lanes of the Dallas North Tollway: 350 feet
  - ii. If located within 500 feet of the centerline of the main lanes of the Dallas North Tollway, a nonresidential building or buildings, including parking structures must be constructed between buildings and the frontage road of the Dallas North Tollway. The nonresidential buildings(s) must be a minimum of 4 stories in height, and equal or greater linear square footage as measured along a street when compared with the retirement housing building(s).

- c) 75% of all independent living facility units must have one of the following design features: a true balcony, stoop, or patio to create outdoor living space.
  - d) No building facade may exceed a length of 150 feet without a break in the facade of a minimum depth of 5 feet for a minimum length of 10 feet.
  - e) Buildings must have a useable outdoor terrace on the highest three floors. Terraces will be tiered so that they are stepped back on the two highest floors.
  - f) Noise Mitigation
    - i. Windows on the sides of the buildings facing the Dallas North Tollway must have a sound transmission class of 35 or greater.
    - ii. Building facades with a direct line of sight to the Dallas North Tollway should minimize exterior use areas where possible.
- 3) Maximum Floor Area Ratio: 2:1
- 4) Landscape Standards:
- a) The Dallas North Tollway and Plano Parkway landscape edges must be in conformance with the Dallas North Tollway Overlay District requirements, and trees must be planted at an average of 30 feet of linear frontage.
  - b) Along the north and west property lines, trees must be planted at an average of 40 feet on-center and consist of 1 large shade tree species.
- 5) Height:
- a) Minimum Height:
    - i. Assisted living and independent living: 5 story, 70 feet.
    - ii. Medical and professional/general administrative office: 4 story, 60 feet.
  - b) Maximum Height for Structured Parking: 6 story, 84 feet.
- 6) Phasing: A building permit for a minimum of 45,000 square feet of medical and/or professional/general administrative office must be approved prior to or concurrent with the site plan approval of any assisted or independent living facility uses.
- 7) Open Space:
- a) Minimum of 1.5 acres of open space must be provided.

- b) For assisted living and independent living facilities a minimum of 4% of the total building gross square footage must be allocated to interior courtyards and amenity areas.
  - c) Required landscaping is excluded.
  - d) Open space areas must have minimum dimensions of 24 feet by 80 feet and be a minimum of 3,500 square feet in size.
- 8) Parking Space Schedule for Health/Fitness Use: One space for each 200 square feet.

**Commission Action:** After hearing from the Applicant and citizen, Shane Jordan, in support of the item and citizens, Colleen Epstein and Henry Billingsley, in opposition to the item, Chair Muns closed the public hearing. First Vice Chair Barbera recused himself. After much discussion, upon a motion made by Commissioner Thomas and seconded by Commissioner Gibbons, the Commission voted 4-2 to approve the item subject to the stipulations recommended by staff. Commissioner Moore and Commissioner Plonka voted in opposition to the item. Commissioner Kong was absent and did not attend the meeting.

Comments made in support of the motion included:

- The requested use would allow the senior population who chose to live in it to have a greater tie to the community and by not being separated as much from the community at large.
- The requested use would not interfere with the surrounding office use as it was on the edge of the office use and compact but still had significant open space.
- The City of Plano has identified the requested use as a special housing need.

Comments made in opposition of the motion included:

- The location of the requested use was prime real estate along two major commercial corridors and better suited as an employment center.
- The requested use incompatible with the surrounding office use.

Respectfully Submitted,

*Hilton Kong*

Hilton Kong Second Vice Chair  
City of Plano Planning & Zoning Commission

CITY OF PLANO  
PLANNING & ZONING COMMISSION

October 15, 2018

**Agenda Item No. 1A**

**Public Hearing:** Zoning Case 2018-014

**Applicant:** Kreymer Investments, Ltd.

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**DESCRIPTION:**

Request to rezone 19.3 acres located at the northwest corner of the Dallas North Tollway and Plano Parkway **from** Regional Commercial **to** Planned Development-Regional Commercial in order to modify development standards. Zoned Regional Commercial and located within the Dallas North Tollway Overlay District. Tabled October 1, 2018. Project #ZC2018-014.

**REMARKS:**

The applicant is requesting to rezone the subject property to Planned Development-Regional Commercial (PD-RC) to allow independent living and assisted living facility as additional permitted uses and to modify development standards. A planned development district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions.

The existing zoning is Regional Commercial (RC). The RC district is intended for use in conjunction with a Regional Employment district. It provides for retail and service uses at appropriate nodes within the corridor of specified tollways and expressways serving Plano and surrounding communities, in addition to office and limited manufacturing uses. The district's standards are designed to ensure compatibility between various uses within a corridor and surrounding residential neighborhoods.

Initially, the applicant approached staff about requesting a Specific Use Permit (SUP) for Assisted Living Facility and Independent Living Facility. As part of that discussion, the applicant was proposing to construct a vehicle parking structure that exceeded the maximum parking structure height of the RC zoning district. The garage height is needed to buffer the proposed retirement housing uses from the tollway noise. To allow an increased height, staff determined that a planned development district must be requested; therefore, the applicant modified their request from a Specific Use Permit (SUP) to a Planned Development (PD).



The subject property is currently undeveloped. A preliminary site plan, CMS Addition, Block A, Lot 2, accompanies this request as Agenda Item 1B. The preliminary site plan shows several multi-story buildings with parking structures in conformance with the proposed PD standards.

#### Surrounding Land Use and Zoning

North	Mini-warehouse/public storage zoned Planned Development-220-Regional Commercial (PD-220-RC) and professional/general administrative office zoned RC.
East	Across the Dallas North Tollway, north of Plano Parkway, undeveloped land zoned Planned Development-200-Regional Employment (PD-200-RE); south of Plano Parkway, new vehicle dealer zoned Planned Development-211-Light Commercial (PD-211-LC) with Specific Use Permit No. 561 for New Car Dealer.
South	Across Plano Parkway, convenience store with fuel pumps, medical office, and professional/general administrative office zoned Light Industrial-1 (LI-1).
West	Professional/general administrative office zoned RC.

#### Proposed Development Stipulations

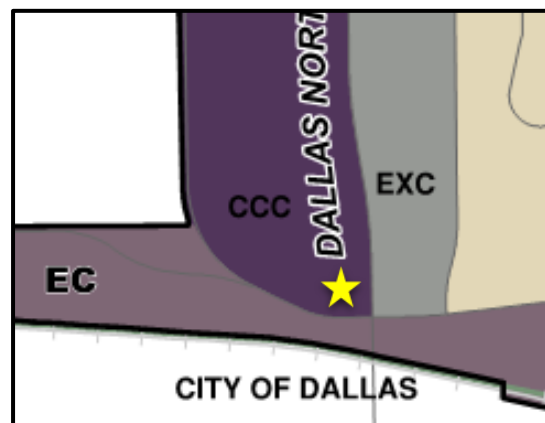
The requested zoning is PD-RC. There are two primary parts to this request: land use and design standards.

**Land Use** - The applicant is proposing to allow assisted living facility and independent living facility as additional permitted uses.

**Design Standards** - The proposed PD standards would allow this site to be developed with a mix of retirement housing and nonresidential uses with increased lot coverage, required open space, and building design standards.

#### Conformance to the Comprehensive Plan

**Future Land Use Map** - *The Future Land Use Map designates the property as Compact Complete Center (CCC). The CCC future land use designation applies to areas that may see new growth or experience significant redevelopment. Land uses supported within the CCC 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.*

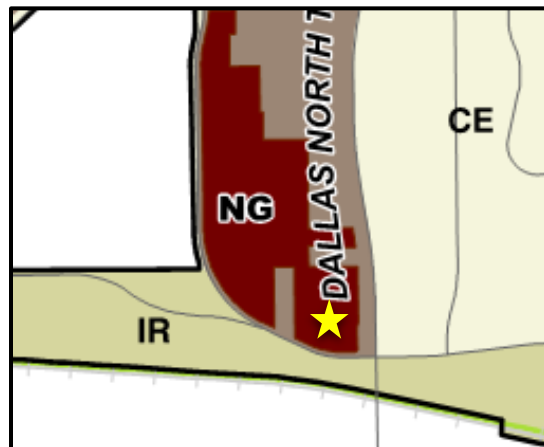


The applicant is proposing to create a development which includes a mix of independent living, assisted living, medical office, and supporting retail and service uses located within several mid-rise buildings. The proposed PD language includes standards intended to create quality community design by requiring a mix of retirement housing and office uses, structured parking, minimum setbacks for retirement housing uses, required open space, mid-rise buildings, and building design elements. This request is in conformance with the CCC future land use designation.

**Growth and Change Map** - The Growth and Change Map designates the subject property as New Growth (NG).

*These existing undeveloped areas (>50 acres) are expected to experience new development through master-planned projects.*

The applicant is proposing a new development project with a mix of uses, required open space, and building design standards. This request is in conformance with the NG designation.



**Land Use Policy** - *Plano will support a system of organized land uses to provide greater housing and employment choices, where new and redevelopment areas respect existing neighborhoods and businesses.*

The proposed zoning request would allow retirement housing and additional employment choices for the area. The subject property is not adjacent to any existing neighborhoods. The inclusion of retirement housing and supporting uses would add diversity to the mix of nonresidential uses within this portion of the Dallas North Tollway corridor. This zoning request is in conformance with the Land Use Policy.

**Undeveloped Land Policy** - *Plano will reserve its remaining undeveloped land for high quality development with distinctive character, emphasizing businesses offering highly skilled employment and limiting housing and retail uses except when integrated into compact complete centers to ensure adequate land for projected employment growth.*

The applicant is proposing standards to encourage a high quality development with distinctive character by requiring multiple compatible uses, minimum building height, parking garages, setbacks, building design elements, enhanced landscaping requirements, and open space. The proposed stipulations are intended to create a distinctive retirement housing development, with restrictions on the location and number of retirement housing units. This zoning request is in conformance with the Undeveloped Land Policy.

**Special Housing Needs Policy** - *Plano will accommodate senior and special needs housing through inclusive regulations and the goals stated in the Consolidated Plan.*

The requested zoning would allow the applicant to develop assisted and independent living facility uses. This policy recommends regulations which support additional housing

for this purpose; however, rezoning requests should be carefully examined to consider the appropriateness of these uses in the context of surrounding properties and zoning. Although there are no other senior housing developments in the general area, the applicant is proposing standards which would buffer residents from the impacts of the Dallas North Tollway. Additionally, the adjacent office and mini-warehouse developments should be minimally impactful to residents of the proposed development, and the existing gas station south of Plano Parkway is approximately 280 feet away from the closest retirement housing building. This request is in conformance with this policy.

**Adequacy of Public Facilities** - Water and sanitary sewer services are available to serve the subject property; however, the applicant may be responsible for making improvements to either the water and/or sanitary sewer system to increase the system capacity if required.

**Traffic Impact Analysis (TIA)** - A TIA is not required for this rezoning request. However, in considering the traffic impact using the average Institute of Traffic Engineers (ITE) trip generation rates, staff compared the proposed development with the potential build-out of the subject property as general office. Using a similar building lot coverage as the office development to the west, it is possible that a total of 120,000 square feet of medical office and 120,000 square feet of professional/general administrative office development could be constructed on the subject property. The table below shows the estimated traffic generation for the proposed mix of uses for a single hour during weekday peak hours (7:00-9:00 a.m. and 4:00-6:00 p.m.):

	AM	PM
<b>Proposed Development</b>		
Independent Living Facility (550 units)	193	242
Assisted Living Facility (100 rooms/114 beds)	21	40
Medical Office (50,000 square feet)	181	223
Health/Fitness (14,000 Square feet)	20	57
Retail (5,900 square feet)	6	22
<b>Total</b>	<b>421</b>	<b>584</b>
<b>Potential Development</b>		
Medical Office (120,000 square feet)	434	534
Professional/General Administrative Office (120,000 square feet)	186	179
<b>Total</b>	<b>620</b>	<b>713</b>
<b>Difference</b>	<b>-199</b>	<b>-129</b>

From the table above, the proposed development request would generate significantly fewer peak hour trips.

**Public Safety Response Time** - Based upon existing personnel, equipment, and facilities, fire emergency response times will be sufficient to serve the site.

**Access to and Availability of Amenities and Services** - The subject property is not within a Park Fee service area. The applicant has committed to provide private open space to serve the retirement housing residents.

The subject property is located within Parr Library's service area and service to future residents would be possible with the current library resources.

## **ISSUES:**

### Retirement Housing Uses

The applicant is proposing to allow assisting living and independent living facility uses by right. The Zoning Ordinance specifies four types of retirement housing uses:

**Assisted Living Facility** - A building or buildings, other than a single-family dwelling, designed and staffed to provide housing for residents who require some type of support for daily living, such as assistance for bathing, dressing, medication, meal preparation, or other functions. In addition to housing, this type of facility may provide convenience services, such as meals, housekeeping, transportation, and community facilities, such as central dining rooms and activity rooms.

**Continuing Care Facility** - A development providing housing/accommodations and services along the continuum of an elderly person's needs, including independent living, assisted living, and/or long-term care facilities.

**Independent Living Facility** - A development providing dwelling units specifically designed for the needs of elderly persons. In addition to housing, this type of facility may provide convenience services, such as meals, housekeeping and transportation, and community facilities, such as central dining rooms and activity rooms.

**Long-term Care Facility** - A development providing in-patient health care, personal care, or rehabilitative services over a long period of time to persons chronically ill, aged, or disabled due to injury or disease.

Retirement housing uses are part of the "institutional" use category within Article 14 (Allowed Uses and Use Classifications) of the Zoning Ordinance because they provide services and care to residents. In addition to the services they provide, they also function as housing, as specifically mentioned in all of the definitions except for long-term care facility. As a type of housing, the city should be cautious when considering an appropriate location for these uses. It would be to the detriment of future residents if the city were to ignore the housing functions of these uses and instead look at them only as "institutions." Staff believes that retirement housing uses are appropriate for the subject property if:

1. Appropriate standards are established to protect residents from the effects of the proximity to the Dallas North Tollway; and
2. Appropriate standards are established to encourage a high-quality, master-planned development, consistent with the recommendations of the Comprehensive Plan.

The applicant's proposed PD language is intended to fulfill these standards.

#### Retirement Housing Location and Noise Attenuation

The city has long maintained policies separating housing from major thoroughfares. The purpose for these policies has been to reserve the frontage roads for significant commercial development, and to encourage a high quality of living for all residents within Plano. In most recent rezoning requests, with a few exceptions, significant setbacks have been established by the city when considering placing housing in close proximity to major highways. Most recently, the zoning for the developments of Legacy Central Addition (Breezeway Farms), adjacent to U.S. Highway 75, specified minimum setbacks from the centerline of adjacent highways of 260 feet and 600 feet, respectively. Additionally, these planned developments also required nonresidential buildings or parking garages to be constructed to buffer the units from the highways.

The applicant is proposing a minimum setback of 350 feet from the centerline of the main lanes of the Dallas North Tollway, and a requirement that if retirement housing is located within 500 feet of the centerline of the Dallas North Tollway, a minimum 4-story nonresidential building or buildings, including parking structures, must be constructed to buffer the retirement housing from highway. Staff believes the proposed standards are sufficient to buffer retirement housing residents from the impacts of the adjacent thoroughfare only if noise attenuation stipulations are included in the PD.

The applicant hired a consultant to perform a noise study on the proposed development. The resulting Noise Analysis Report provided potential mitigation strategies to mitigate the traffic noise from the Dallas North Tollway. Specifically, the report noted that windows on the sides of the buildings facing the Dallas North Tollway should be of a sound transmission class that is sufficient to reduce interior noise levels below the Environmental Protection Agency (EPA) guidelines. Additionally, the report recommended that areas with a direct line of sight to the Dallas North Tollway should be devoid of exterior use areas. The applicant has proposed standards to meet these recommendations within the PD stipulations. Staff is in support of these standards.

#### Open Space

The proposed zoning includes a requirement for a minimum of 1.5 acres of open space be provided, with minimum size requirements. This equates to 10.8% of the lot area and 7.8% of the planned development district. This amount of open space is consistent with the Urban Mixed-Use (UMU) zoning district requirements. The companion concept plan shows open space areas within interior courtyards and external amenity areas, but excluding required landscape edges adjacent to streets. The applicant is currently proposing a total of 2.0 acres of open space as shown on the attached Open Space Exhibit. Staff is in support of the proposed open space standards.

### Additional Standards

The applicant is requiring several other standards intended to create a high quality development:

1. Parking - A minimum of 80% of parking spaces will be placed within garages or podiums.
2. Building Design - Balconies, stoops, facade requirements, and a minimum building height are required.
3. Phasing - A building permit for a minimum of 45,000 square feet of medical and/or professional/general administrative office must be approved prior to the approval of a site plan for a building containing retirement housing uses.
4. Density - In order to achieve the proposed density, the applicant is requesting to increase the floor area ratio to 2:1, including proposed parking garages.
5. Landscaping - The proposed standards require additional trees be planted within required landscape edges adjacent to rights-of-way.

These standards are sufficient to encourage the creation of a high quality development. Staff is in support of these stipulations.

### **SUMMARY:**

The applicant is requesting to rezone the subject property to allow for independent living and assisted living facility uses with modified development standards. The planned development stipulations require a mix of retirement housing and office uses, and specify setbacks and other design elements to encourage a quality living environment for residents. With careful consideration given to the placement and standards associated with retirement housing uses, this request is in conformance with the Comprehensive Plan. For these reasons, staff is in support of the request, as noted in the recommendation below.

### **RECOMMENDATION:**

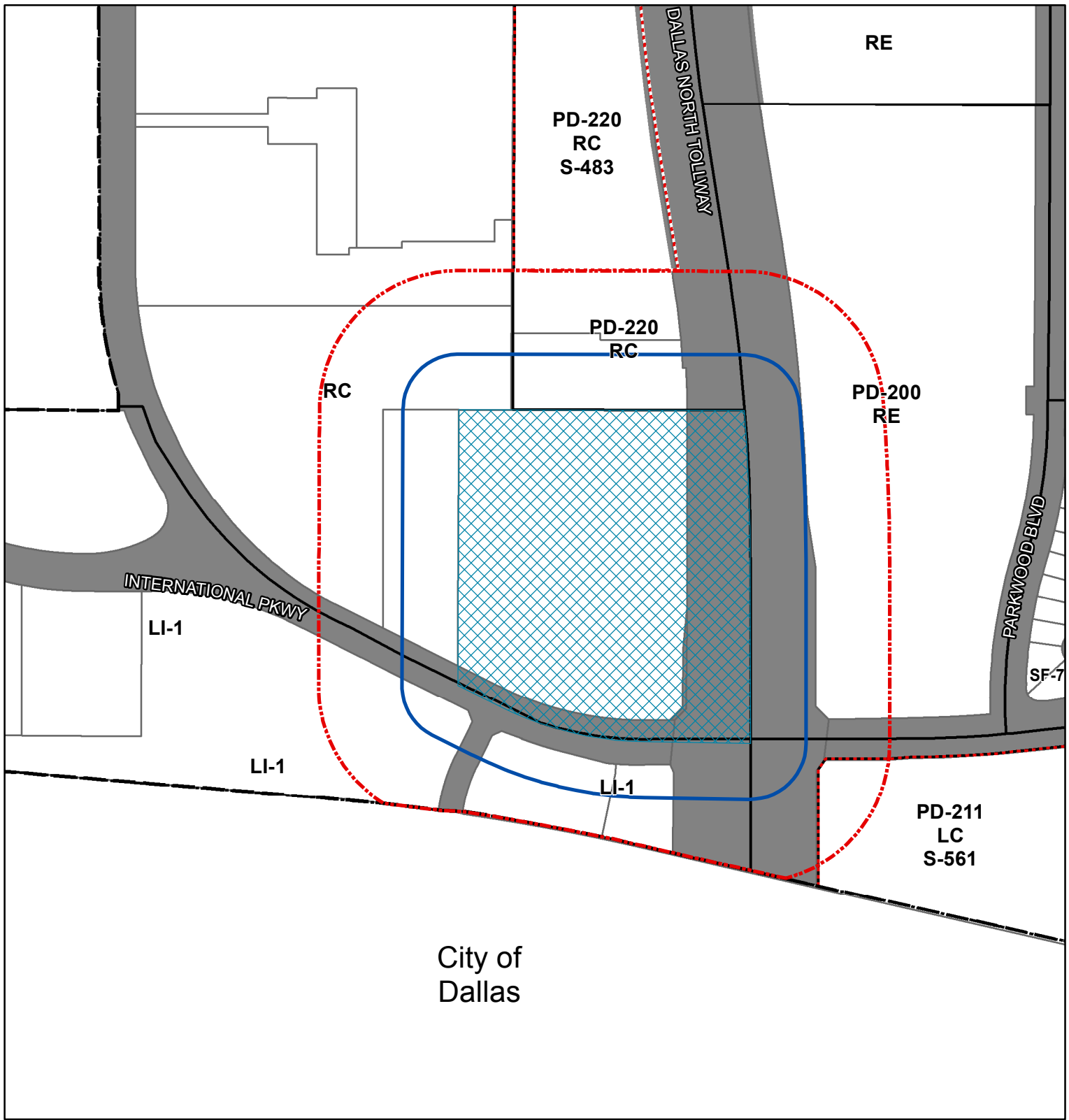
The permitted uses and standards shall be in accordance with the Regional Commercial (RC) zoning district, unless otherwise specified herein:

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- a. Maximum total number of combined assisted living facility and independent living facility units: 650
  - b. Setbacks
    - i. Minimum setback from the centerline of the main lanes of the Dallas North Tollway: 350 feet
    - ii. If located within 500 feet of the centerline of the main lanes of the Dallas North Tollway, a nonresidential building or buildings, including parking structures must be constructed between buildings and the frontage road of the Dallas North Tollway. The nonresidential building(s) must be a minimum of 4 stories in height, and equal or greater linear square footage as measured along a street when compared with the retirement housing building(s).
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  - d. No building facade may exceed a length of 150 feet without a break in the facade of a minimum depth of 5 feet for a minimum length of 10 feet.
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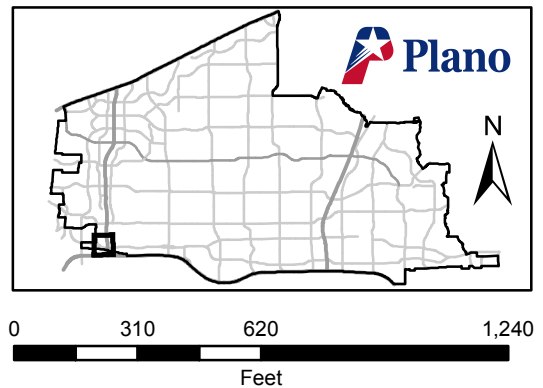
Zoning Case: 2018-014

Existing Zoning: Regional Commercial (RC)

Proposed Zoning: Planned Development-Regional Commercial (PD-RC)

500' Courtesy Notification Buffer (Red dashed line)  
 200' Notification Buffer (Blue solid line)  
 Subject Property (Blue cross-hatch pattern)

Zoning Boundary Change/SUP (Red dashed line)  
 City Limits (Dotted line)  
 Zoning Boundary (Solid black line)





mherbst 10/4/2018 2:02 - Commissions & Council/Locators & Graphics/2018 ZC/ZC2018-01-41/ZC2018-01-4A.mxd



Area of Request

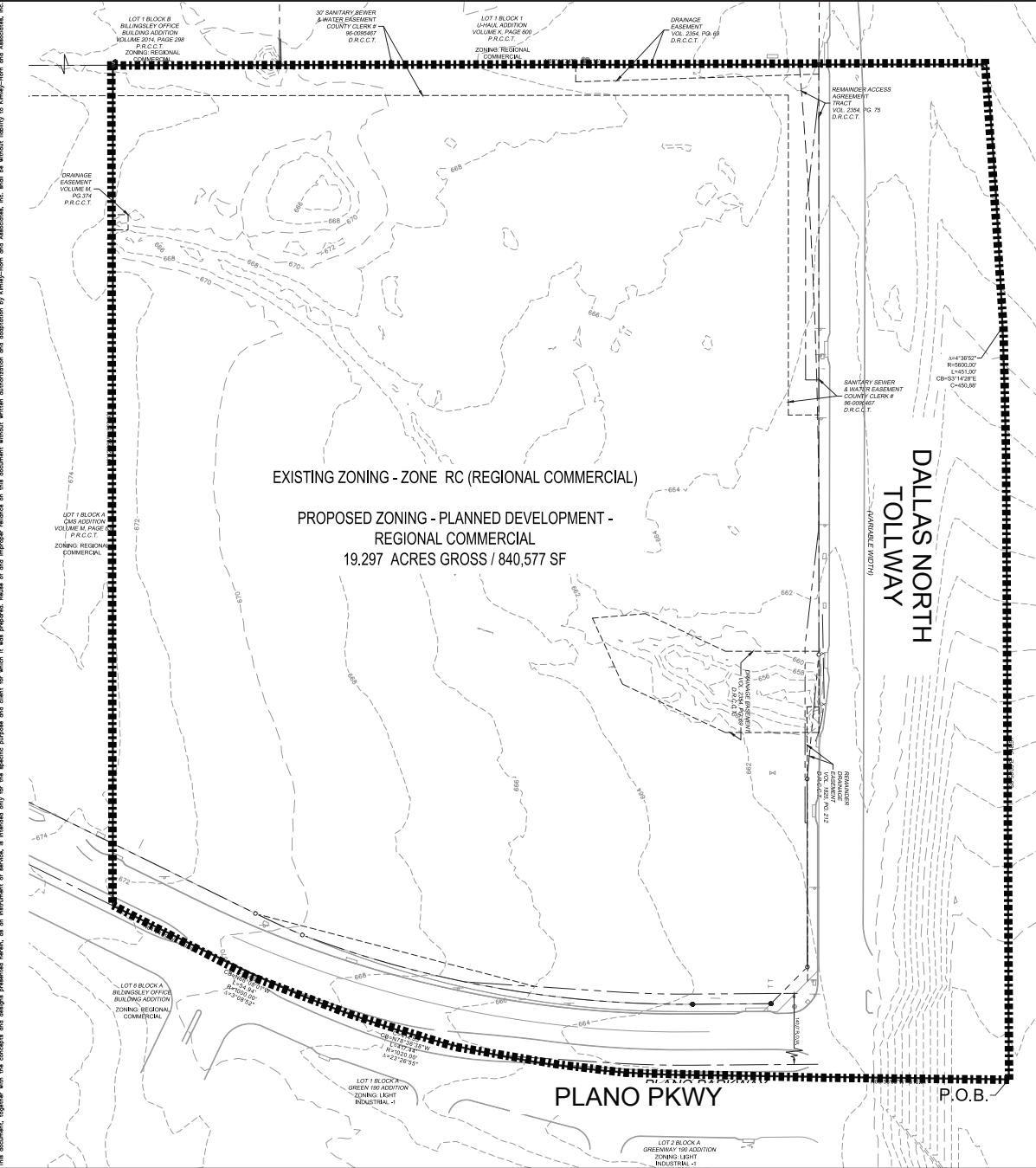


Source: City of Plano, Planning Dept.  
Date : 10/25/2018

Zoning Case 2018-014

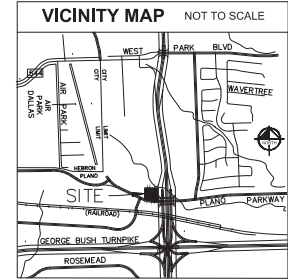


This document, together with the concepts and designs presented herein, are an instrument of service, to be recorded only for the specific purpose and object for which it was prepared. None of the engineer's or architect's liability shall be waived hereby by the recording of this document without the written consent of the engineer or architect. The engineer or architect shall not be responsible for the accuracy of the information or data furnished by the owner or third parties, nor for the accuracy of the information or data furnished by the owner or third parties, nor for the accuracy of the information or data furnished by the owner or third parties.



#### NOTES:

APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN. APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INTENTION OF THE DEVELOPMENT PROCESS, PLANNING AND ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.



#### LEGAL DESCRIPTION

19.297 ACRES

BEING A TRACT OF LAND SITUATED IN THE MARY A. TAYLOR SURVEY, ABSTRACT NO. 897, CITY OF PLANO, COLLIN COUNTY, TEXAS AND BEING THE REMAINDER OF LOT 2, BLOCK A, C&S ADDITION, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT FILED OF RECORD IN VOLUME M, PAGE 574, PLAT RECORDS COLLIN COUNTY, TEXAS, ALSO BEING PORTIONS OF THE DALLAS NORTH TOLLWAY (A VARIABLE WIDTH RIGHT-OF-WAY) AND PLANO PARKWAY (A VARIABLE WIDTH RIGHT-OF-WAY), SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE APPROXIMATE CENTERLINE INTERSECTION OF SAID DALLAS NORTH TOLLWAY AND PLANO PARKWAY FOR THE SOUTHEAST CORNER OF THIS TRACT;

**THENCE** LEAVING SAID DALLAS NORTH TOLLWAY CENTERLINE, WITH THE APPROXIMATE CENTERLINE OF SAID PLANO PARKWAY THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

NORTH 89°50'50" WEST, A DISTANCE OF 310.81 FEET TO A POINT FOR A CORNER OF THIS TRACT AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 23°29'50", A RADIUS OF 1020.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 78°38'38" WEST, 414.53 FEET;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 417.44 FEET TO A POINT FOR A CORNER OF THIS TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 23°29'50", A RADIUS OF 1020.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 68°08'01" WEST, 54.93 FEET;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 54.94 FEET TO A POINT FOR A CORNER OF THIS TRACT;

NORTH 54°34'29" WEST, A DISTANCE OF 129.4 FEET TO A POINT OF INTERSECTION AT THE PROJECTED WEST LINE OF THE ABOVE MENTIONED LOT 2, SAME BEING COMMON WITH THE EAST LINE OF LOT 1, BLOCK A, C&S ADDITION, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT FILED OF RECORD IN VOLUME M, PAGE 637, PLAT RECORDS COLLIN COUNTY, TEXAS, WITH THE APPROXIMATE CENTERLINE OF THE ABOVE MENTIONED PLANO PARKWAY AND BEING THE SOUTHWEST CORNER OF THIS TRACT;

**THENCE** NORTH 0°42'28" WEST, LEAVING SAID CENTERLINE, WITH SAID COMMON LINE, A DISTANCE OF 87.38 FEET TO A POINT IN THE MOST NORTHWESTLY SOUTH LINE OF LOT 1, BLOCK B, BUILDINGS BY OFFICE BUILDING ADDITION, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT FILED OF RECORD IN VOLUME 2014, PAGE 208, PLAT RECORDS COLLIN COUNTY, TEXAS, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 1, BLOCK A, C&S ADDITION AND THE COMMON NORTHWEST CORNER OF SAID LOT 2 AND THIS TRACT;

**THENCE** NORTH 89°42'43" EAST, LEAVING SAID COMMON CORNER, WITH A PORTION OF SAID SOUTHERLY LINE, PASSING AT A DISTANCE OF 164.00 FEET THE MOST SOUTHWESTLY CORNER OF SAID LOT 1, BLOCK B, SAME BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, U-HAUL ADDITION AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT FILED OF RECORD IN VOLUME K, PAGE 600, PLAT RECORDS COLLIN COUNTY, TEXAS, CONTINUING WITH THE SOUTH FORK OF SAID U-HAUL ADDITION, SAME BEING THE NORTH LINE OF SAID LOT 2 AND THIS TRACT, PROJECTING SAID LINE TO A POINT OF INTERSECTION WITH THE APPROXIMATE CENTERLINE OF THE ABOVE MENTIONED DALLAS NORTH TOLLWAY FOR A POINT TO A POINT TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04°38'12", A RADIUS OF 5605.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 82°40'08" EAST, 450.18 FEET;

WITH SAID CURVE TO THE RIGHT AND CENTERLINE, AN ARC DISTANCE OF 451.00 FEET TO A POINT FOR A CORNER OF THIS TRACT;

**THENCE** SOUTH 51°56'03" EAST, WITH SAID CENTERLINE, A DISTANCE OF 548.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 840.573 SQUARE FEET OR 19.297 ACRES OF LAND, MORE OR LESS.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 0663.2, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CORRECT OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS HEREBY OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

### ZONING CASE #ZC2018-014 ZONING EXHIBIT CMS ADDITION, BLOCK A, LOT 2 19.30 ACRES

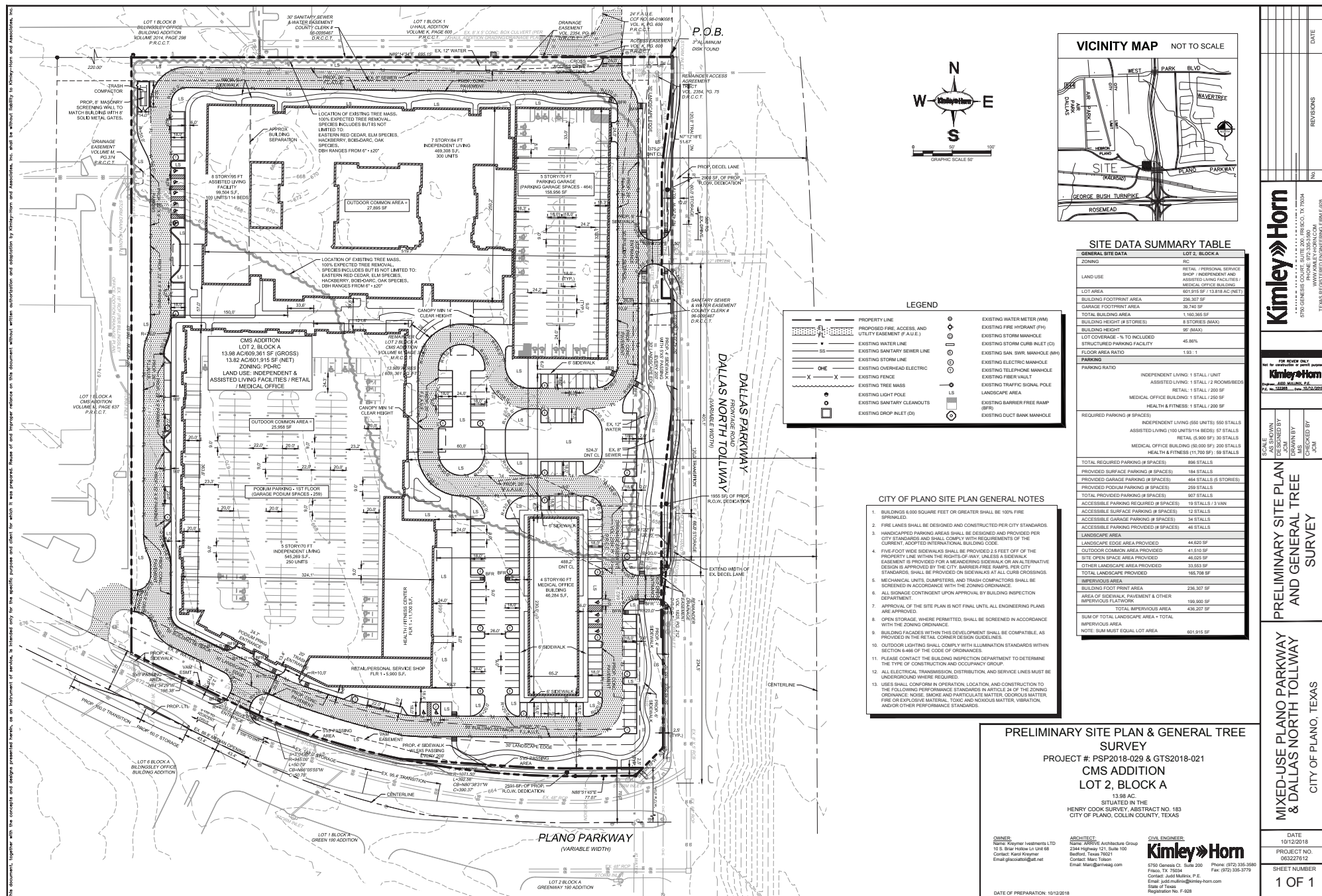
SITUATED IN THE  
MARY A. TAYLOR SURVEY, ABSTRACT NO. 897  
CITY OF PLANO, COLLIN COUNTY, TEXAS

**OWNER:**  
New Kimley Investments LTD  
10 B. Blair Hollow Ln Unit B8  
Crested, Grand Kingdom  
Email: gkcc@att.net

DATE OF PREPARATION: 09/10/2018

**CIVIL ENGINEER:**  
**Kimley»Horn**  
5750 Geminiella Ct., Suite 300 Phone: (972) 335-3580  
Frisco, TX 75034  
Contact: Judd Mullins, P.E. Fax: (972) 335-3779  
Email: judd.mullins@kimley-horn.com  
State of Texas  
Registration No. F-628

DATE		09/21/2018
PROJECT NO.		063227612
SHEET NUMBER		1 OF 1
MIXED-USE PLANO PARKWAY & DALLAS NORTH TOLLWAY		
CITY OF PLANO, TEXAS		
ZONING EXHIBIT		
DESIGNED BY	AS SHOWN	
DRAWN BY	MS	
CHECKED BY	MS	
FOR REVIEW ONLY Not to be used for permit applications		
<b>Kimley-Horn</b>		
Telephone: 972.355.9500 5700 DENNIS COURT, SUITE 200, IRVING, TX 76039 FAX: 972.355.9501 WWW.KIMLEY-HORN.COM		
TEAS REGISTERED ENGINEERING FIRM #028		







## **Zoning Case 2018-014**

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 19.3 acres of land out of the Mary A. Taylor Survey, Abstract No. 897, located at the northwest corner of the Dallas North Tollway and Plano Parkway in the City of Plano, Collin County, Texas, from Regional Commercial to Planned Development-25-Regional Commercial; 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 12th day of November 2018, for the purpose of considering rezoning 19.3 acres of land out of the Mary A. Taylor Survey, Abstract No. 897, located at the northwest corner of the Dallas North Tollway and Plano Parkway in the City of Plano, Collin County, Texas, from Regional Commercial to Planned Development-25-Regional Commercial; 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 25th day of February 2019; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 19.3 acres of land out of the Mary A. Taylor Survey, Abstract No. 897, located at the northwest corner of the Dallas North Tollway and Plano Parkway in the City of Plano, Collin County, Texas, from Regional Commercial to Planned Development-25-Regional Commercial, said property being described in the legal description on Exhibit A attached hereto.

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

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

1. Additional Permitted Uses:

- a. Assisted Living Facility
- b. Independent Living Facility

2. Standards for Assisted and Independent Living Facilities:

- a. Maximum total number of combined assisted living facility and independent living facility units: 650
- b. Setbacks
  - i. Minimum setback from the centerline of the main lanes of the Dallas North Tollway: 350 feet
  - ii. If located within 500 feet of the centerline of the main lanes of the Dallas North Tollway, a nonresidential building or buildings, including parking structures must be constructed between buildings and the frontage road of the Dallas North Tollway. The nonresidential building(s) must be a minimum of 4 stories in height, and equal or greater linear square footage as measured along a street when compared with the retirement housing building(s).
- c. 75% of all independent living facility units must have one of the following design features: a true balcony, stoop, or patio to create outdoor living space.
- d. No building facade may exceed a length of 150 feet without a break in the facade of a minimum depth of 5 feet for a minimum length of 10 feet.
- e. Buildings must have a usable outdoor terrace on the highest three floors. Terraces will be tiered so that they are stepped back on the two highest floors.
- f. Noise Mitigation
  - i. Windows on the sides of the buildings facing the Dallas North Tollway must have a sound transmission class of 35 or greater.
  - ii. Building facades with a direct line of sight to the Dallas North Tollway should minimize exterior use areas where possible.

3. Maximum Floor Area Ratio: 2:1

4. Landscape Standards:

- a. The Dallas North Tollway and Plano Parkway landscape edges must be in conformance with the Dallas North Tollway Overlay District requirements, and trees must be planted at an average of 30 feet of linear frontage.
- b. Along the north and west property lines, trees must be planted at an average of 40 feet on-center and consist of 1 large shade tree species.

5. Height:

a. Minimum Height:

- i. Assisted living and independent living: 5 story, 70 feet.
- ii. Medical and professional/general administrative office: 4 story, 60 feet.

b. Maximum Height for Structured Parking: 6 story, 84 feet.

6. Phasing: A building permit for a minimum of 45,000 square feet of medical and/or professional/general administrative office must be approved prior to or concurrent with the site plan approval of any assisted or independent living facility uses.

7. Open Space:

a. Minimum of 1.5 acres of open space must be provided.

b. For assisted living and independent living facilities, a minimum of 4% of the total building gross square footage must be allocated to interior courtyards and amenity areas.

c. Required landscaping is excluded.

d. Open space areas must have minimum dimensions of 24 feet by 80 feet and be a minimum of 3,500 square feet in size.

8. Parking Space Schedule for Health/Fitness Use: One space for each 200 square feet.

**Section III.** It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.



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

**Section V.** The repeal of any ordinance or part of ordinances 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 25TH DAY OF FEBRUARY 2019.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

**Zoning Case 2018-014**

Being a tract of land situated in the Mary A. Taylor Survey, Abstract No. 897, City of Plano, Collin County, Texas and being the remainder of a Lot 2, Block A, CMS Addition, an addition to the City of Plano, Collin County, Texas according to the plat filed of record in Volume M, Page 374, Plat Records Collin County, Texas, also being portions of the Dallas North Tollway (a variable width right of way) and Plano Parkway (a variable width right of way), said tract being more particularly described as follows:

Beginning at the approximate centerline intersection of said Dallas North Tollway and Plano Parkway for the southeast corner of this tract;

Thence, leaving said Dallas North Tollway centerline, with the approximate centerline of said Plano Parkway the following four (4) courses and distances: North 89°56'08" West, a distance of 310.81 feet to a point for a corner of this tract at the beginning of a non-tangent curve to the right having a central angle of 23°26'55", a radius of 1020.00 feet, a chord bearing and distance of North 78°36'38" West, 414.53 feet;

With said curve to the right, an arc distance of 417.44 feet to a point for a corner of this tract and the beginning of a non-tangent curve to the right having a central angle of 03°08'52", a radius of 1000.00 feet, a chord bearing and distance of North 66°08'01" West, 54.93 feet;

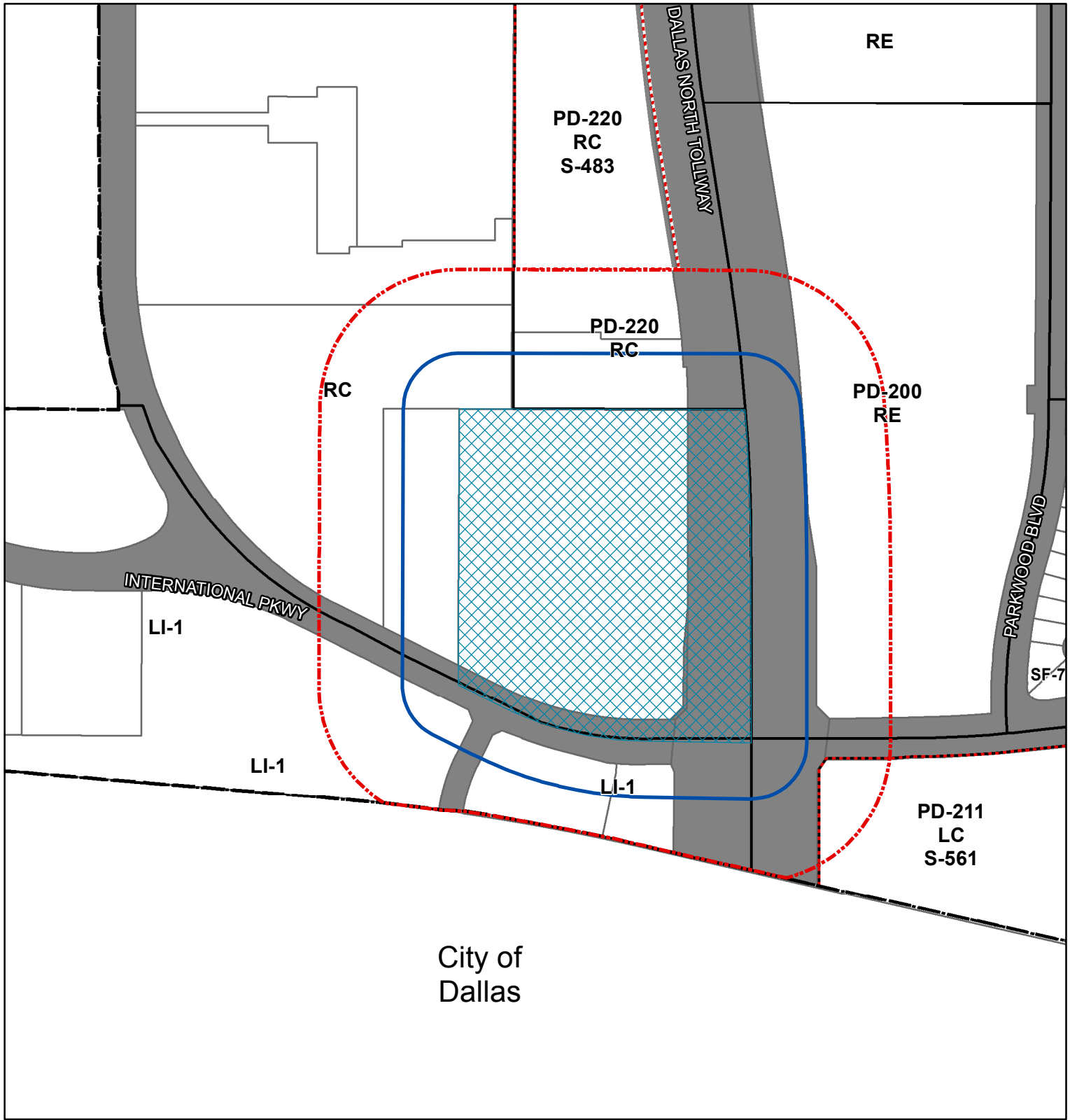
With said curve to the right, an arc distance of 54.94 feet to a point for a corner of this tract; North 64°34'29" West, a distance of 129.4 feet to a point of intersection at the projected west line of the above mentioned Lot 2, same being common with the east line of Lot 1, Block A, CMS Addition, an addition to the City of Plano according to the plat filed of record in Volume M, Page 637, Plat Records Collin County, Texas, with the approximate centerline of the above mentioned Plano Parkway and being the southwest corner of this tract;

Thence, North 0°42'26" West, leaving said centerline, with said common line, a distance of 827.30 feet to a point in the most northerly south line of Lot 1, Block B, Billingsley Office Building Addition, an addition to the City of Plano, Collin County, Texas according to the plat filed of record in Volume 2014, Page 298, Plat Records Collin County, Texas, said point being the northeast corner of said Lot 1, Block A CMS Addition and the common northwest corner of said Lot 2 and this tract;

Thence, North 89°14'34" East, leaving said common corner, with a portion of said southerly line, passing at a distance of 164.00 feet the most easterly southeast corner of said Lot 1, Block B, same being the southwest corner of Lot 1, Block 1, U-Haul Addition an addition to the City of Plano, Collin County, Texas according to the plat filed of record in Volume K, Page 600, Plat Records Collin County, Texas, continuing with the south line of said U-Haul addition, same being the north line of said Lot 2 and this tract, projecting said line to a point of intersection with the approximate centerline of the above mentioned Dallas North Tollway for a total distance of 860.13 feet to a point for the northeast corner of this tract and the beginning of a non-tangent curve to the right having a central angle of 04°36'52", a radius of 5600.00 feet, a chord bearing and distance of South 03°14'28" East, 450.88 feet;

With said curve to the right and centerline, an arc distance of 451.00 feet to a point for a corner of this tract;

Thence, South 0°56'03" East, with said centerline, a distance of 548.51 feet to the POINT OF BEGINNING and CONTAINING 840,573 square feet or 19.297 acres of land, more or less.

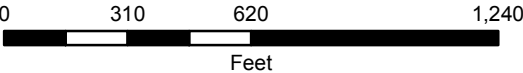
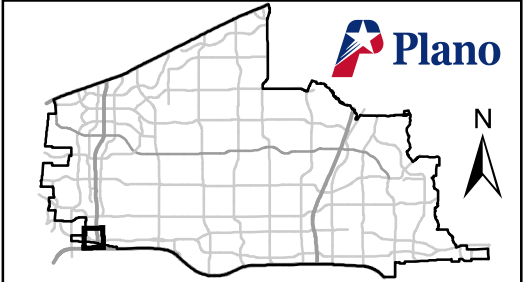


Zoning Case: 2018-014

Existing Zoning: Regional Commercial (RC)

Proposed Zoning: Planned Development-Regional Commercial (PD-RC)

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







## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

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### CAPTION

**Public Hearing and adoption of Ordinance No. 2019-2-9** as requested in Zoning Case 2018-031 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, to expand Specific Use Permit No. 483 on 11.6 acres of land located on the west side of the Dallas North Tollway, 1,150 feet north of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Planned Development-220-Regional Commercial; 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: Sewell Automotive Group  
**Conducted and adopted**

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### FINANCIAL SUMMARY

Not Applicable

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

FUND(S): N/A

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COMMENTS:

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### SUMMARY OF ITEM

**Strategic Plan Goal:**

Financially Strong City with Service Excellence

**Plano Tomorrow Plan Pillar:**

Built Environment

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**ATTACHMENTS:**

Description	Upload Date	Type
ZC 2018-031 Follow-up	2/7/2019	P/Z Follow-up Memo
ZC 2018-031 Write-up	2/7/2019	Staff Report
ZC 2018-031 Locator	2/7/2019	Map
ZC 2018-031 Aerial	2/7/2019	Map
ZC 2018-031 Zoning Exhibit (Bold)	2/7/2019	Exhibit
ZC 2018-031 Revised Site Plan	2/7/2019	Informational
ZC 2018-031 Ordinance with Exhibits	2/14/2019	Ordinance

**DATE:** February 5, 2019  
**TO:** Honorable Mayor & City Council  
**FROM:** John Muns, Chair, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of February 4, 2019

**AGENDA ITEM NO. 1A - PUBLIC HEARING  
ZONING CASE 2018-031  
APPLICANT: SEWELL AUTOMOTIVE GROUP**

Request to expand Specific Use Permit No. 483 for New Car Dealer on 11.6 acres located on the west side of the Dallas North Tollway, 1,150 feet north of Plano Parkway. Zoned Planned Development-220-Regional Commercial with Specific Use Permit No. 483 for New Car Dealer and located within the Dallas North Tollway Overlay District. Tabled December 17, 2018, January 7, 2019, and January 22, 2019. Project #ZC2018-031.

<b>APPROVED:</b>	<u>6-0</u>	<b>DENIED:</b>	<u>          </u>	<b>TABLED:</b>	<u>          </u>
<b>Speaker Card(s) Received</b>	<b>Support:</b>	<u>0</u>	<b>Oppose:</b>	<u>0</u>	<b>Neutral:</b> <u>0</u>
<b>Letters Received Within 200' Notice Area:</b>	<b>Support:</b>	<u>0</u>	<b>Oppose:</b>	<u>0</u>	<b>Neutral:</b> <u>0</u>
<b>Petition Signatures Received:</b>	<b>Support:</b>	<u>0</u>	<b>Oppose:</b>	<u>0</u>	<b>Neutral:</b> <u>0</u>
<b>Other Responses:</b>	<b>Support:</b>	<u>0</u>	<b>Oppose:</b>	<u>0</u>	<b>Neutral:</b> <u>1</u>

**STIPULATIONS:**

Recommended for approval subject to dedication of an east/west cross-access easement to align with the proposed access easement on Billingsley Office Building Addition, Block B, Lot 1.

**FOR CITY COUNCIL MEETING OF:** February 25, 2019 (To view the agenda for this meeting, see [www.plano.gov](http://www.plano.gov))

**PUBLIC HEARING - ORDINANCE**

RA/amc

xc: Carl Sewell, Sewell Automotive Companies  
Josh Millsap, Stantec  
Jeanna Scott, Building Inspections Manager

<https://goo.gl/maps/zuVAkGZXzw72>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

February 4, 2019

**Agenda Item No. 1A**

**Public Hearing:** Zoning Case 2018-031

**Applicant:** Sewell Automotive Group

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**DESCRIPTION:**

Request to expand Specific Use Permit No. 483 for New Car Dealer on 11.6 acres located on the west side of the Dallas North Tollway, 1,150 feet north of Plano Parkway. Zoned Planned Development-220-Regional Commercial with Specific Use Permit No. 483 for New Car Dealer and located within the Dallas North Tollway Overlay District. Tabled December 17, 2018, January 7, 2019, and January 22, 2019. Project #ZC2018-031.

**REMARKS:**

The applicant is requesting to amend Specific Use Permit No. 483 (S-483) to incorporate an additional 2.3 acres of vacant land that is located to the south of the existing S-483 boundary. S-483 was approved in 2002 to allow for a new car dealer development. The Zoning Ordinance defines a new vehicle dealer (previously termed new car dealer) as the retail sales and/or leasing of new personal vehicles or light commercial vehicles, including, as a minor part of the business, the sales and/or leasing of used personal vehicles or light commercial vehicles. The purpose and intent of a specific use permit is to authorize and regulate a use not normally permitted in a district that could be a benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established.

The current zoning is Planned Development-220-Regional Commercial (PD-220-RC). PD-220-RC has two restrictions:

1. Minimum Front Yard: 40 feet (along the Dallas North Tollway)
2. Required Landscape Edge: 20 feet (along the Dallas North Tollway)

The Regional Commercial (RC) district is intended for use in conjunction with the Regional Employment (RE) district. It provides for retail and service uses at appropriate nodes within the corridor of specified tollways and expressways serving Plano and surrounding communities, in addition to office and limited manufacturing uses. The district's standards are designed to ensure compatibility between various uses within a



corridor and surrounding residential neighborhoods. A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls to both off and onsite conditions.

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.”

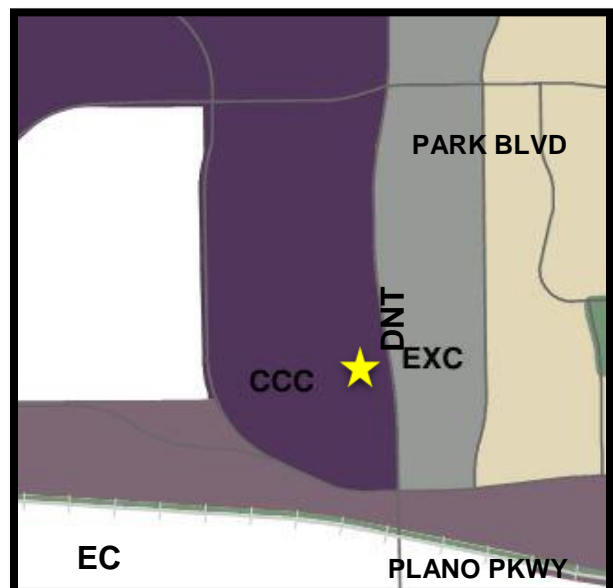
The subject property is currently vacant. A revised site plan, West Plano Center Addition, Block 1, Lots 3R & 6, accompanies this rezoning request as Agenda Item 1B.

#### Surrounding Land Use and Zoning

North	Superstore zoned PD-220-RC.
East	Across the Dallas North Tollway, professional/general administrative office zoned RE and undeveloped land zoned PD-200-RE.
South	Mini warehouse/public storage zoned PD-220-RC.
West	Professional/general administrative office and undeveloped land zoned RC.

#### Conformance to the Comprehensive Plan

**Future Land Use Map** - *The Future Land Use Map designates the property as Compact Complete Center (CCC). The CCC future land use designation applies to areas that may see new growth or experience significant redevelopment. Land uses supported within the CCC 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.*



As shown in the companion site plan, the land area associated with the SUP expansion is proposed as additional parking for vehicle inventory. Although the request is not for uses that would contribute to the creation of a mixed-use, community design oriented development, the vacant 2.3 acres property may have limited development opportunities due to its size, and the existing and proposed adjacent developments. The property is likely more suitable for small commercial uses or as an expansion of an existing business which would contribute to the existing development in the surrounding area.

Additionally, the applicant is providing an access connection to the west to facilitate traffic through the subject property to the future office development that abuts Plano Parkway. This access point will provide a critical community design benefit to address traffic flows for properties in this area. With these considerations in mind, this request is neutral to the CCC future land use designation.

### SUP Request

In recent years, staff has consistently expressed concerns regarding zoning requests for new vehicle dealerships on undeveloped land along the Dallas North Tollway corridor. Land within this corridor is desirable for a variety of uses given the convenient access and visibility from the Dallas North Tollway. Additionally, preservation of land for future development opportunities is important for the city's long-term economic vitality. However, the size of the requested area of expansion is small, and it is located between the existing dealership requesting expansion and a mini-warehouse development.

In addition to the small size of the area of expansion, a critical development consideration for this general area is vehicular access. The RC zoning district requires the following:

“Cross-access easements shall be provided in accordance with Section 5.2, Lot Design and Improvements, of the City of Plano Subdivision Ord. No. 95-4-25 and its subsequent amendments. In addition to requiring cross access to median openings, cross-access easements may be required to provide access to at least two public thoroughfares. The Planning & Zoning Commission may determine that cross access is not appropriate for reasons of security, safety, or circulation.”

Currently, the only cross-access drive that connects the Dallas North Tollway frontage road with Plano Parkway is an existing offsite drive to the north of the subject property. In coordination with the office development to the west, the applicant is proposing a new cross-access connection that would provide access from the subject property to Plano Parkway. With additional office development being proposed to the west, it is important to provide multiple points of access to the Dallas North Tollway and Plano Parkway to mitigate traffic flows. The applicant is proposing a stipulation to require the cross access noted in the recommendation below. With these considerations in mind, staff is in support of the request.

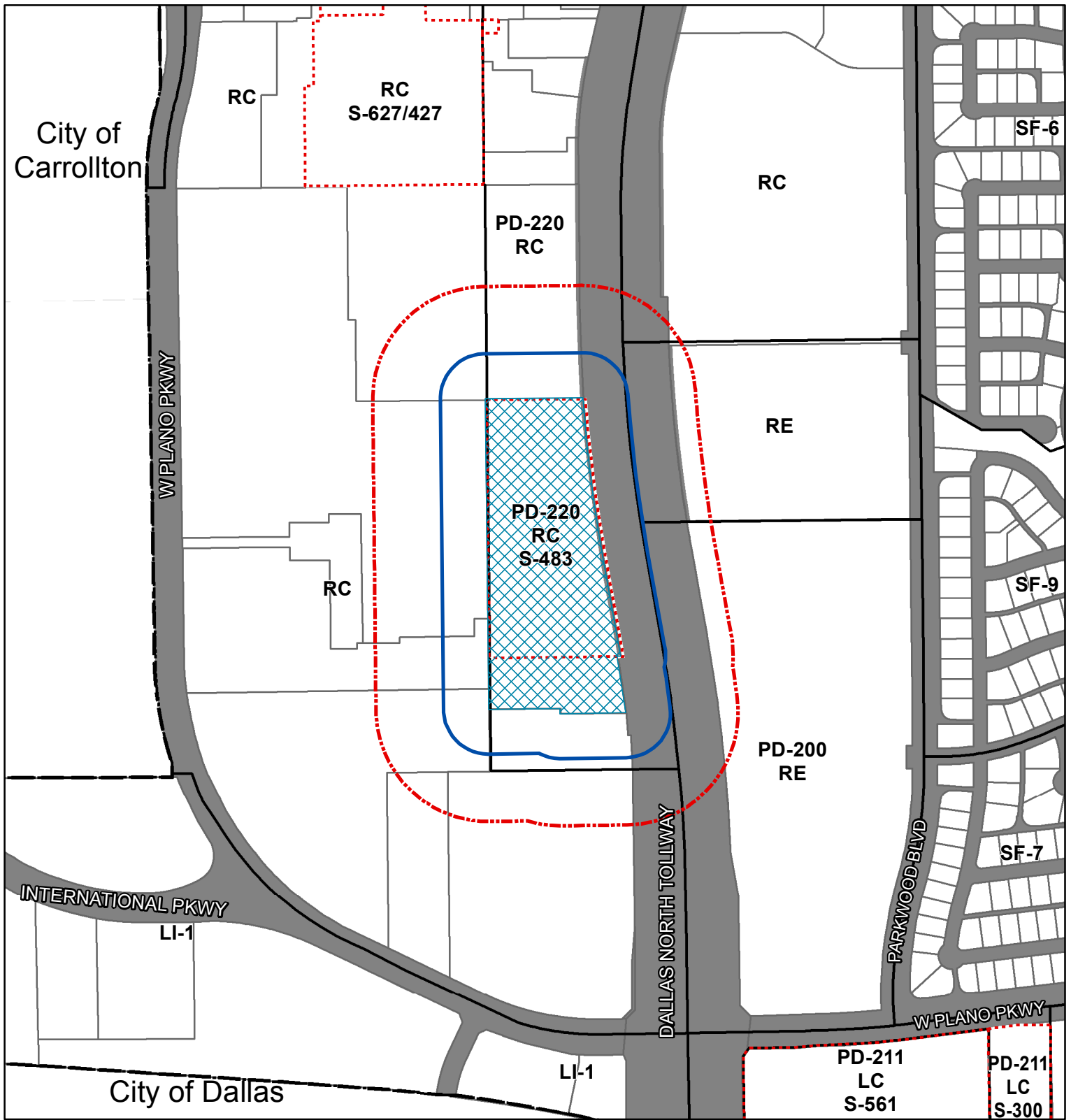
### Summary

The applicant is requesting to expand S-483 for New Car Dealer to allow for additional inventory parking. The zoning request is neutral with the recommendations of the Comprehensive Plan. The area of request is small, and is located between existing and

proposed developments, which may create challenges to attracting new development opportunities. As part of the request, the applicant is proposing a cross access connection to the west to facilitate traffic circulation within the area. For these reasons, staff recommends approval of the request.

**RECOMMENDATION:**

Recommended for approval subject to dedication of an east/west cross-access easement to align with the proposed access easement on Billingsley Office Building Addition, Block B, Lot 1.

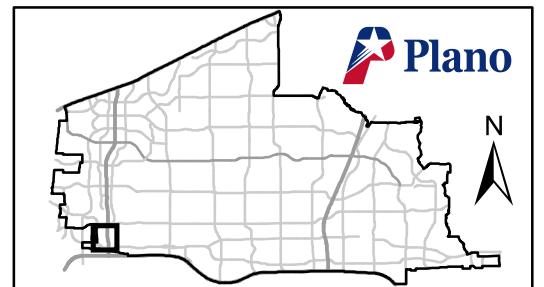


Zoning Case: 2018-031

Existing Zoning: Planned Development-220-Regional Commercial with Specific Use Permit No. 483 for New Car Dealer and located within the Dallas North Tollway Overlay District

Proposed Zoning: Expand Specific Use Permit No. 483 for New Car Dealer

- |                                   |                            |                     |
|-----------------------------------|----------------------------|---------------------|
| 500' Courtesy Notification Buffer | Zoning Boundary Change/SUP | Specific Use Permit |
| 200' Notification Buffer          | City Limits                | Streets             |
| Subject Property                  | Zoning Boundary            |                     |



0 320 640 1,280  
Feet





Source: City of Plano  
Date: 11/13/2018



Zoning Case 2018-031







## **Zoning Case 2018-031**

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, to expand Specific Use Permit No. 483 on 11.6 acres of land out of the Mary Ann Taylor Survey, Abstract No. 897, located on the west side of the Dallas North Tollway, 1,150 feet north of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Planned Development-220-Regional Commercial; 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 25th day of February 2019, for the purpose of considering the expansion of Specific Use Permit No. 483 on 11.6 acres of land out of the Mary Ann Taylor Survey, Abstract No. 897, located on the west side of the Dallas North Tollway, 1,150 feet north of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Planned Development-220-Regional Commercial; 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 25th day of February 2019; and

**WHEREAS**, the City Council is of the opinion and finds that expanding Specific Use Permit No. 483 on 11.6 acres of land out of the Mary Ann Taylor Survey, Abstract No. 897, located on the west side of the Dallas North Tollway, 1,150 feet north of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Planned Development-220-Regional Commercial, 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 expand Specific Use Permit No. 483 on 11.6 acres of land out of the Mary Ann Taylor Survey, Abstract No. 897, located on the west side of the Dallas North Tollway, 1,150 feet north of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Planned Development-220-Regional Commercial, said property being more fully described on the legal description in Exhibit A attached hereto.

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

Dedication of an east/west cross-access easement to align with the proposed access easement on Billingsley Office Building Addition, Block B, Lot 1.

**Section III.** It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

**Section VI.** Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

**PASSED AND APPROVED THIS THE 25TH DAY OF FEBRUARY 2019.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

### Zoning Case 2018-031

Whereas, Sewell Village Cadillac Company, Inc. is the sole owner of a 11.571 acre tract of land located in the Mary Ann Taylor Survey, Abstract No. 897, City of Plano, Collin County, Texas, being all of Lot 3R, Block 1 of West Plano Retail Center Addition, an addition to the City of Plano, Collin County, Texas according to plat thereof recorded in Cabinet Q, Page 495, Plat Records of Collin County, Texas (P.R.C.C.T), all of Lot 2, Block 1 of U-Haul Addition, an addition to the City of Plano according to the plat thereof recorded in Cabinet J, Page 863, P.R.C.C.T, and being all of a called 9.280 acre tract of land described in a special warranty deed to Sewell Village Cadillac Company, Inc. Recorded in Volume 5076, Page 1594, Deed Records of Collin County, Texas (D.R.C.C.T.), all of that certain tract of land described in a special warranty deed to Sewell Village Cadillac Company, Inc. Recorded in Volume 5837, Page 709, O.P.R.C.C.T.; and being more particularly described as follows:

Beginning at a cut "x" found for the southeast corner of said Lot 2, Block 1, same being the northeast corner of Lot 1, Block 1 of said U-Haul addition, and being in the westerly right-of-way line of Dallas North Tollway (variable width public right-of-way);

Thence departing the west right-of-way line of said Dallas North Tollway, along the common line of Lot 2, Block 1, and Lot 1. Block 1 of said U-Haul addition, the following calls:

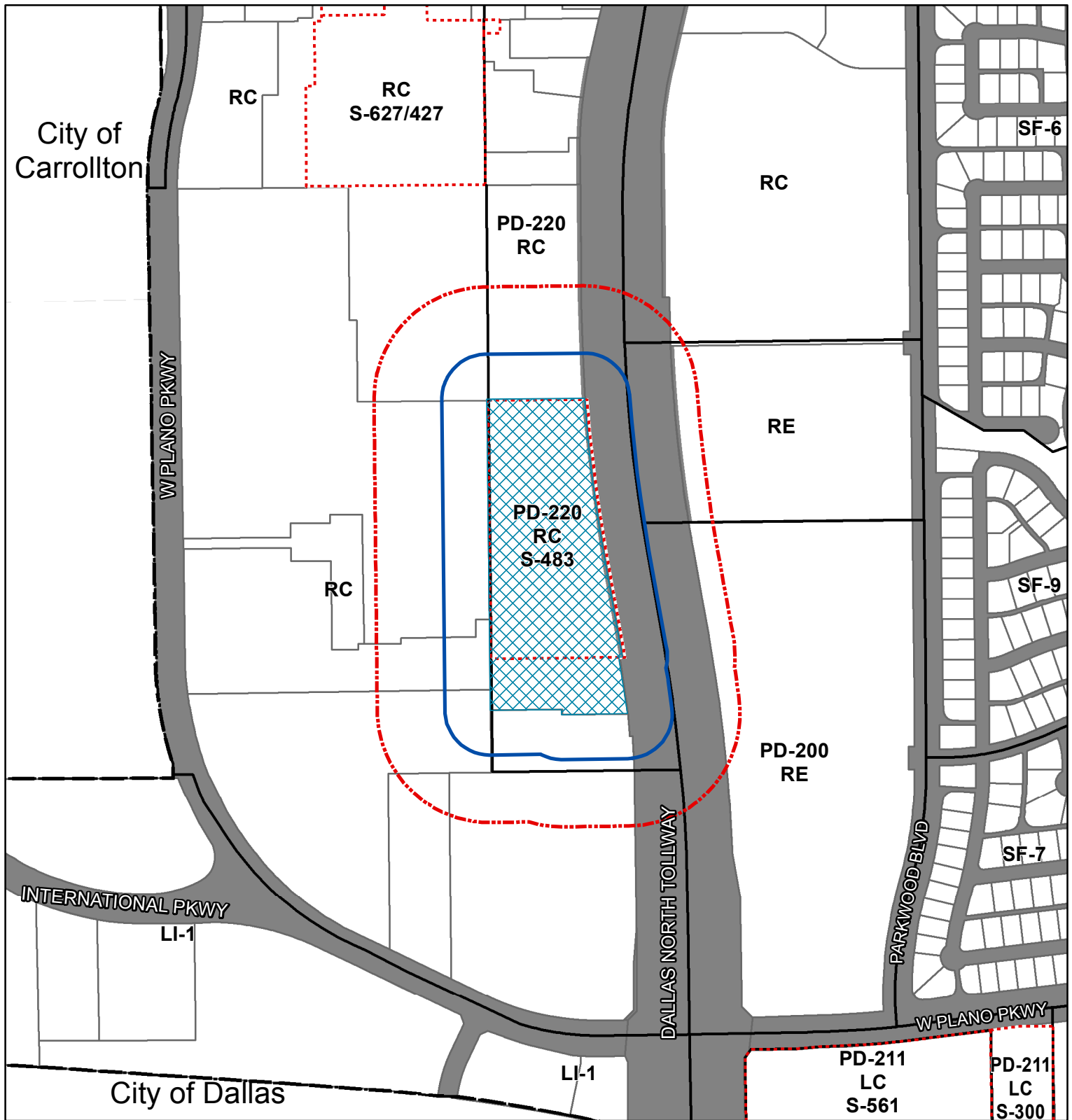
South 89°14'17" West, a distance of 243.51 feet to a 3/4-inch iron rod found for corner; North 00°45'43" West, a distance of 20.00 feet to a 3/4-inch iron rod found for corner; South 89°14'17" West, a distance of 266.09 feet to a 3/4-inch iron rod found for the southwest corner of said Lot 2, Block 1, same being the northwest corner of said Lot 1, Block 1, and being in the east line of Lot 1, Block B of Billingsley Office Building Addition, an addition to the City Of Plano according to the plat thereof recorded in Volume 2014, Page 298, P.R.C.C.T.;

Thence North 00°33'54" West, along the common line of said Lot 2, Block 1 and Lots 1 and 2, Block B of said Billingsley Office Building Addition at a distance of 192.17 feet passing a 5/8-Inch iron rod with plastic cap stamped "kha" found for the northwest corner of said Lot 2, Block 1, same being the southwest corner of said Lot 3R, Block 1, and being in the east line of Lot 2, Block B of said Billingsley Office Building Addition, continuing along the common line of said Lot 3R, Block 1, and Lot 2, Block B, and Lot 4, Block B of said Billingsley Office Building Addition in all for a total distance of 1,157.57 feet to a 1/2-inch iron rod found for the northwest corner of said Lot 3R, Block 1, same being the northeast corner of said Lot 4, Block B, and being in the south line of Lot 1, Block 1 of said West Plano Retail Center Addition;

Thence North 89°26'56" East, along the common line of said Lot 3R, Block 1 and said Lot 1, Block 1, a distance of 363.39 feet to a 5/8-inch iron rod with yellow plastic cap stamped "Stantec" set for the northeast corner of said Lot 3R, Block 1, same being the southeast corner of said Lot 1, Block 1, and being in the west right-of-way line of said Dallas North Tollway, and being the point of curvature of a non-tangent curve to the left having a radius point which bears North 85°51'20" East, a distance of 5,879.58 feet;

Thence along the west right-of-way line of said Dallas North Tollway, the following calls: Southeasterly with said curve to the left through a central angle of 05°51'29" for an arc length of 601.14 feet, a chord bearing of South 07°04'25" East and a chord distance of 600.88 feet to a 5/8-inch iron rod with yellow plastic cap stamped "Stantec" set for corner; South 10°11'55" East, a distance of 357.80 feet to a cut "x" set for the point of curvature of a non-tangent curve to the right having a radius point which bears south 79°56'52" West, a distance of 5,579.58 feet;

Southeasterly with said curve to the right through a central angle of  $00^{\circ}08'54''$  for an arc length of 14.14 feet, a chord bearing of South  $09^{\circ}58'41''$  East and a chord distance of 14.44 feet to a cut "x" set for the southeast corner of said Lot 3R, Block 1; South  $89^{\circ}17'01''$  West, a distance of 12.11 feet to a 5/8-inch iron rod with yellow plastic cap stamped "Stantec" set for the northeast corner of said Lot 2, Block 1, and being the point of curvature of a non-tangent curve to the left having a radius point which bears North  $87^{\circ}13'45''$  East, a distance of 315.00 feet; Southeasterly with said curve to the left through a central angle of  $06^{\circ}40'21''$  for an arc length of 36.68 feet, a chord bearing of South  $06^{\circ}06'26''$  East and a chord distance of 36.66 feet to a 1/2-inch iron rod found for corner; South  $09^{\circ}26'37''$  East, a distance of 76.24 feet to a 5/8-inch iron rod with yellow plastic cap stamped "Stantec" set for corner; South  $07^{\circ}49'45''$  East, a distance of 100.68 feet to the POINT OF BEGINNING, CONTAINING a computed area of 11.571 acres or 504,025 square feet of land.

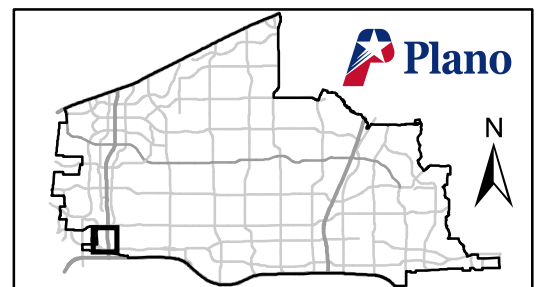


Zoning Case: 2018-031

Existing Zoning: Planned Development-220-Regional Commercial with Specific Use Permit No. 483 for New Car Dealer and located within the Dallas North Tollway Overlay District

Proposed Zoning: Expand Specific Use Permit No. 483 for New Car Dealer

- |                                   |                            |                     |
|-----------------------------------|----------------------------|---------------------|
| 500' Courtesy Notification Buffer | Zoning Boundary Change/SUP | Specific Use Permit |
| 200' Notification Buffer          | City Limits                | Streets             |
| Subject Property                  | Zoning Boundary            |                     |



0 320 640 1,280  
Feet





## CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 2/25/2019

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

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### CAPTION

**Public Hearing and adoption of Ordinance No. 2019-2-10** as requested in Zoning Case 2018-033 to amend Section 8.200 (Terms Defined) of Article 8 (Definitions), Sections 14.100 (Residential Districts Use Table), 14.200 (Nonresidential Districts Use Table), and 14.300 (Use Table Notes) of Article 14 (Allowed Uses and Use Classifications), Article 15 (Use-specific Regulations), and Section 16.700 (Off-Street Parking Schedule) of Article 16 (Parking and Loading), and related sections of the Comprehensive Zoning Ordinance, Ordinance No. 2015-5-2, of the City, as heretofore amended, pertaining to Backyard Cottages; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. **Conducted and adopted**

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### FINANCIAL SUMMARY

Not Applicable

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

FUND(S): N/A

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COMMENTS:

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### SUMMARY OF ITEM

**Strategic Plan Goal:**

Financially Strong City with Service Excellence

**Plano Tomorrow Plan Pillar:**

Built Environment

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**ATTACHMENTS:**

Description	Upload Date	Type
ZC 2018-033 Follow-Up	2/14/2019	P/Z Follow-up Memo
ZC 2018-033 Write-Up	2/14/2019	Staff Report
Exhibit 1 - Public Responses	2/15/2019	Attachment
ORD ZC 2018-033	2/20/2019	Ordinance



**DATE:** February 5, 2019

**TO:** Honorable Mayor & City Council

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

**SUBJECT:** Results of Planning & Zoning Commission Meeting of February 4, 2019

*GA*

**AGENDA ITEM NO. 2 - PUBLIC HEARING  
ZONING CASE 2018-033**

Request to amend Article 8 (Definitions), Article 14 (Allowed Uses and Use Classifications), Article 15 (Use-specific Regulations), Article 16 (Parking and Loading), and related sections of the Zoning Ordinance and Subdivision Ordinance pertaining to Backyard Cottages. Project #ZC2018-033.

**APPROVED:** 6-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**Speaker Card(s) Received** Support: 3 Oppose: 1 Neutral: 0

**Petition Signatures Received:** Support: 0 Oppose: 0 Neutral: 0

**Other Responses:** Support: 7 Oppose: 4 Neutral: 0

**STIPULATIONS:**

Recommended for approval as follows (additions are indicated in underlined text):

Amend Section 8.200 (Terms Defined) of Article 8 (Definitions) of the Zoning Ordinance, such additional definition to read as follows:

**Backyard Cottage**

A detached dwelling unit subordinate to and located on the same lot as a Single-Family Residence (Detached) dwelling unit.

Amend Section 14.100 (Residential Districts Use Table) of Article 14 (Allowed Uses and Use Classifications) of the Zoning Ordinance, such portion of section to read as follows:

Residential Zoning Districts																
Permitted Uses	Use Category															
		A - Agricultural														
		ED - Estate Development														
		SF-20 - Single-Family-20	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)
		SF-9 - Single-Family-9														
		SF-7 - Single-Family-7														
		SF-6 - Single-Family-6														
		UR - Urban Residential														
		PH - Patio Home														
		SF-A - Single-Family Attached														
		2F - Two Family (Duplex)														
		GR - General Residential														
		MF-1 - Multifamily-1														
		MF-2 - Multifamily-2														
		MF-3 - Multifamily-3														
		MH - Mobile Home														
Backyard Cottage	Accessory & Incidental															

Amend Section 14.200 (Nonresidential Districts Use Table) of Article 14 (Allowed Uses and Use Classifications) of the Zoning Ordinance, such portion of section to read as follows:

Nonresidential Zoning Districts															
Permitted Uses	Use Category	O-1 - Neighborhood Office	O-2 - General Office	R - Retail	LC - Light Commercial	CC - Corridor Commercial	UMU - Urban Mixed-Use	BG - Downtown Business/Government	CB-1 - Central Business-1	CE - Commercial Employment	RC - Regional Commercial	RE - Regional Employment	RT - Research/Technology Center	LI-1 - Light Industrial-1	LI-2 - Light Industrial-2
Backyard Cottage	Accessory & Incidental						P (51)	P (51)							

Amend Section 14.300 (Use Table Notes) of Article 14 (Allowed Uses and Use Classifications) of the Zoning Ordinance, such additional note to read as follows:

Number	End Note
<u>51</u>	<u>See Sec. 15.1800.</u>

Amend Article 15 (Use-specific Regulations) of the Zoning Ordinance, such additional section to read as follows:

## **Section 15.1800 Backyard Cottages**

### **.1 General**

- A. The backyard cottage must be located on the same lot as the main dwelling unit.
- B. A backyard cottage must not be sold separately from the main dwelling unit.
- C. A maximum of one backyard cottage per lot is allowed.

### **.2 Dimensional Requirements**

- A. **Minimum Lot Size**  
6,000 square feet.
- B. **Backyard Cottage Height**  
Must not exceed the height of the main residential building.
- C. **Minimum Backyard Cottage Lot Coverage**  
400 square feet.
- D. **Minimum Backyard Cottage Building Floor Area**  
400 square feet.
- E. **Maximum Backyard Cottage Building Floor Area**  
1,100 square feet or 50% of the gross habitable floor area of the main dwelling unit, whichever is more restrictive, and not to exceed the maximum coverage of the governing zoning district.
- F. **Minimum Separation from Main Dwelling Unit**  
10 feet.

### **.3 Architectural and Design Standards**

- A. The backyard cottage must be located behind the main dwelling unit in accordance with Sec. 13.500.2.P.
- B. Backyard cottages shall be architecturally designed to be compatible with the main dwelling unit, including consistent architectural design elements, building materials, and colors.
- C. Temporary buildings must not be used as a backyard cottage.

- D. Backyard cottages and any other conjoined structures must be attached to a permanent foundation set on the ground.

#### **.4 Occupancy and Permitting Requirements**

- A. The property owner must occupy either the main dwelling unit or the backyard cottage as a permanent residence, and must at no time receive rent for the owner-occupied unit. Prior to issuance of a building permit, the property owner must provide a signed and notarized affidavit affirming occupancy of either the main dwelling unit or the backyard cottage.
- B. The building-permit applicant must provide to the city a covenant suitable for recording with the county, providing notice to prospective owners of the subject lot that the existence of the backyard cottage is predicated upon the occupancy of either the accessory dwelling or the main dwelling unit by an owner of the property for as long as the City of Plano requires such occupancy to comply with the City's Code of Ordinances. The covenant must restrict the backyard cottage from being sold separately from the main dwelling unit. The covenant must require owners of the property to notify a prospective buyer of the limitations of this section. The covenant must also require all owners to remove the backyard cottage and restore the site to a single-family dwelling in the event that any condition of the covenant is violated. After city review and approval of the covenant, the applicant must record it. Proof of recording is required prior to issuance of a building permit.

#### **.5 Site Access**

- A. Driveway access and off-street parking in the front yard is allowed only where this design is consistent with the prevailing access and parking design for single-family residence detached dwelling units in the same subdivision block.
- B. Driveway curb cuts (excluding alleys) may not be wider than 24 feet in width.
- C. Where driveway access and off-street parking can be accommodated in the front yard, front yard driveway access must be shared with the main dwelling unit and may not be comprised of multiple detached driveways.

#### **.6 Parking**

- A. Off-street parking must comply with the requirements of Article 16 (Parking and Loading).
- B. Required off-street parking for Backyard Cottages must not be achieved by tandem parking.

Amend Section 16.700 (Off-Street Parking Schedule) of Article 16 (Parking and Loading), such additional parking requirement to read as follows:

**Parking Space Schedule for Residential Uses**

<b>Zoning Districts or Uses</b>	<b>Minimum Required Off-Street Parking or Spaces for Residential Uses</b>
<b><u>Backyard Cottage</u></b>	<b><u>1 space for each dwelling unit</u></b>

**FOR CITY COUNCIL MEETING OF:** February 25, 2019 (To view the agenda for this meeting, see [www.plano.gov](http://www.plano.gov))

**PUBLIC HEARING - ORDINANCE**

KS/amc

xc: Lauren Mecke, Planner  
Jeanna Scott, Plan Review Services Supervisor

CITY OF PLANO  
PLANNING & ZONING COMMISSION

February 4, 2019

**Agenda Item No. 2**

**Public Hearing:** Zoning Case 2018-033

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**DESCRIPTION:**

Request to amend Article 8 (Definitions), Article 14 (Allowed Uses and Use Classifications), Article 15 (Use-specific Regulations), Article 16 (Parking and Loading), and related sections of the Zoning Ordinance and Subdivision Ordinance pertaining to Backyard Cottages. Project #ZC2018-033.

**BACKGROUND:**

During the fall of 2017, staff made several presentations to the Planning & Zoning Commission that addressed accessory housing policies in the City of Plano. During the November 20, 2017, Planning & Zoning Commission meeting, staff reviewed potential community benefits and design considerations for backyard cottages, which are a form of detached accessory housing gaining popularity in Texas communities. Following that meeting, staff conducted additional research related to the regulation and design criteria that would be necessary to support backyard cottages within Plano neighborhoods.

To support this process, staff made a presentation at the November 1, 2018, Neighborhood Leadership Council meeting. This served as an opportunity to introduce backyard cottages to Home Owners Association (HOA) and neighborhood leaders, receive feedback, and offer additional presentation opportunities to interested neighborhoods. Subsequently, at the beginning of January, staff launched a [backyard cottage webpage](#) and [informational video](#), and promoted these resources in the [City of Plano eNewsletter](#) and on the city's Facebook page ([1<sup>st</sup> post](#), [2<sup>nd</sup> post](#)). Staff also shared outreach materials during the recent State of the City event.

Additionally, the Planning Department mailed letters and sent emails to registered homeowners and neighborhood associations, as well as community organizations that are engaged in local and regional housing policy discussions. The intent of these city-wide announcements was to share resources and to encourage participation in this process.

In assessing the compatibility of this housing type, staff examined best practices and considered regulations from other communities while considering Plano's unique housing



needs and neighborhood concerns. The public responses received from this process and the proposed zoning amendments are attached as Exhibit 1.

At the January 22, 2019, Planning & Zoning Commission meeting, staff presented draft zoning amendments in order to receive feedback prior to bringing forward a formal zoning case for consideration by the Commission. Since this meeting, staff has refined the proposed regulations to account for feedback related to architectural compatibility and has included language pertaining to the rental of dwelling units. A summary of the projected impacts and proposed regulations with updates is included below.

## **REMARKS:**

### Projected Impact

The number of backyard cottages that could ultimately be built in Plano would depend upon the regulations that the city adopts, individual lot characteristics, HOA restrictions, property owner demand, and financial capabilities of the property owner. While variables driven by property owners are more challenging to project, staff has created an assessment of potential backyard cottage development capacity based on the proposed regulations.

Using the proposed regulations presented below, staff anticipates that 10-15% of the nearly 69,000 single-family residence detached lots within the city could potentially accommodate a backyard cottage on the lot. Due to changes in neighborhood and home design trends that have occurred over time, development patterns are more supportive of backyard cottages in east and central Plano. In general, newer single-family development produces homes that occupy more of the lot. For this reason, newer neighborhoods will likely face more challenges to meet the proposed regulations.

Staff anticipates that backyard cottage development would be further limited based on the site access and off-street parking restrictions required in the proposed regulations. As stated previously, other considerations including HOA restrictions, property owner demand, and financial capacity would be additional impediments to development. Finally, using construction data from other communities with backyard cottage allowances, staff anticipates a total of 250 units may be constructed in Plano in the next ten years. This projection is explained further within the chart below:

<b>Comparative Impact</b>	250 total units over the next 10 years	25 units per year	3.5 units per square mile over the next 10 years
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### General Regulations

As a part of this request, staff has created general regulations pertaining to backyard cottages which include the following:

1. New definition and term: The proposed language is intended to clarify the new use and distinguish it from other uses within the Zoning Ordinance.

2. Restriction on rental units: Staff is proposing to restrict the rental of units to either the existing home or the backyard cottage. This standard has been included in response to concerns regarding the addition of backyard cottages as rental units and to ensure that single-family properties with backyard cottages will not be used solely for rental purposes. Additionally, this requirement is intended to limit the impact on neighborhoods, encouraging ongoing maintenance and use of the property while contributing to safety and value retention.
3. Units must be located on the same lot and may not be sold separately from the main dwelling unit. Staff believes it is important to maintain a single lot, with the backyard cottage as an accessory use, rather than creating a small lot which may be incompatible with the existing neighborhood form.
4. Allowing only one backyard cottage per lot. The purpose for this standard is to ensure that the main dwelling unit is the defining development form on the single-family lot, and that a backyard cottage use would be clearly subordinate to an existing home.
5. Backyard cottages must be architecturally designed to be compatible with the main dwelling unit. In considering the design of the backyard cottage, it is important to create an aesthetic which is compatible and not out of context with the existing neighborhood.
6. Prohibiting temporary buildings from being used as backyard cottages and requiring permanent foundations. Staff is proposing these standards because temporary dwellings are not likely compatible with the existing zoning or neighborhood standards.

Staff believes these general regulations are necessary to ensure adequate development standards for integrating backyard cottages into Plano neighborhoods.

### Dimensional Requirements

In addition to the proposed general requirements noted above, lots that may be able to accommodate backyard cottages would still need to meet the requirements of the governing zoning district, such as setbacks, lot coverage, and building height. Coupled with the existing zoning district requirements, staff is proposing dimensional requirements as follows:

1. Minimum lot size: 6,000 square feet. This lot size is proposed due to the lots located within and around Plano's historic neighborhoods, and considering minimum standard lot size in the Single-Family Residence-6 (SF-6) district. Older homes would be more likely to experience reinvestment and preservation if a backyard cottage could be accommodated to provide additional living area on the lot. Additionally, backyard cottages are identified as a neighborhood stabilization tool in the recently adopted [Preservation Plano 150 plan](#).
2. Maximum height: Backyard cottages may not exceed the height and must be set back at least ten feet from the main dwelling unit on the lot. These restrictions will ensure that the backyard cottage is not taller than the main dwelling unit, and will create a minimum separation distance consistent with building code requirements.



3. Minimum floor area and lot coverage: A minimum floor area and lot coverage of 400 square feet are proposed in order to require sufficient living area to be provided for occupants. This minimum floor area is equivalent to the minimum efficiency unit size currently permitted in the Downtown Business/Government (BG) zoning district. The proposed lot coverage is intended to match the minimum floor area size so that a home cannot be split into two multilevel small living areas.
4. Maximum floor area: A maximum building floor area of 1,100 square feet or 50 percent of the building floor area of the main dwelling unit, whichever is more restrictive. This regulation is intended to clarify that the backyard cottage should be significantly smaller in size than the main home due to its subordinate nature.

### Access and Parking Requirements

Lastly, in consideration of street access and vehicle parking needs to accommodate the inclusions of backyard cottages, the following requirements are proposed:

1. Prohibiting off-street parking in the front yard in neighborhoods where this condition does not exist.
2. Limiting the quantity and width of driveways in the front yard to prevent the elimination of site landscape and the reduction of on-street parking capacity.
3. The addition of one dedicated off-street parking space to serve the unit.
4. Prohibiting required backyard cottage off-street parking from being achieved through tandem parking design. Lots with backyard cottages must provide three unobstructed parking spaces within the lot to ensure efficient access that does not negatively impact the neighborhood.

The proposed standards are intended to address access and vehicle storage needs for residents, while creating compatibility with existing neighborhood form.

### Conformance to the Comprehensive Plan

**Neighborhood Conservation Action Statement NC1** - *Establish programs and initiatives that enable homeowners to maintain and enhance their property and neighborhood.*

The addition of backyard cottages would enable homeowners to enhance their property through the creation of additional living space. This request is in conformance with this action statement.

**Neighborhood Conservation Action Statement NC2** - *Implement the recommendations adopted from the Housing Value and Retention Analysis study.*

One of the recommendations from this study is, "Identify target areas to diversify housing stock." Under this recommendation, the study further states "It is important to diversify

the available housing stock in order to remain attractive to increasingly diverse housing desires and tastes.” The addition of backyard cottages would further diversify the available housing stock within the city, and allow for an additional single-family dwelling option which may be attractive to existing and future homeowners. This request is in conformance with this policy statement.

**Neighborhood Conservation Action Statement NC5** - *Study current housing options, identify gaps in the housing inventory and formulate recommendations to address deficiencies.*

In examining current housing trends and options, staff determined that the addition of backyard cottages should be considered as a potential new housing choice within the city. The proposed regulations are intended to create standards which would allow for this new housing option while maintaining consistency with existing homes and neighborhoods. This request is in conformance with this action statement.

**Neighborhood Conservation Action Statement NC6** - *Review, and modify as necessary, residential zoning standards to allow for a variety of compatible housing options within the same development.*

The inclusion of backyard cottages, with the recommended aesthetic standards, would allow for an additional, compatible housing option within existing developments. This request is in conformance with this action statement.

**Special Housing Needs Action Statement SHN5** - *Review zoning regulations for inclusiveness of special needs housing.*

The proposed addition of backyard cottages would provide a potential housing option to accommodate individuals with special needs. This request is in conformance with this action statement.

## **SUMMARY:**

The proposed regulations are intended to serve the diverse housing needs of City of Plano citizens, including its growing senior and dependent adult community. The addition of backyard cottages could provide benefits to existing homeowners while adapting existing properties to fit a variety of community housing needs. Additionally, the proposed changes are in conformance with the recommendations of the Comprehensive Plan. Staff recommends approval as submitted.

## **RECOMMENDATION:**

Recommended for approval as follows (additions are indicated in underlined text):

Amend Section 8.200 (Terms Defined) of Article 8 (Definitions) of the Zoning Ordinance, such additional definition to read as follows:

## **Backyard Cottage**

A detached dwelling unit subordinate to and located on the same lot as a Single-Family Residence (Detached) dwelling unit.

Amend Section 14.100 (Residential Districts Use Table) of Article 14 (Allowed Uses and Use Classifications) of the Zoning Ordinance, such portion of section to read as follows:

Residential Zoning Districts																
Permitted Uses	Use Category															
		A - Agricultural	ED - Estate Development	SF-20 - Single-Family-20	SF-9 - Single-Family-9	SF-7 - Single-Family-7	SF-6 - Single-Family-6	UR - Urban Residential	PH - Patio Home	SF-A - Single-Family Attached	2F - Two Family (Duplex)	GR - General Residential	MF-1 - Multifamily-1	MF-2 - Multifamily-2	MF-3 - Multifamily-3	MH - Mobile Home
<u>Backyard Cottage</u>	<u>Accessory &amp; Incidental</u>			P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)

Amend Section 14.200 (Nonresidential Districts Use Table) of Article 14 (Allowed Uses and Use Classifications) of the Zoning Ordinance, such portion of section to read as follows:

Nonresidential Zoning Districts															
Permitted Uses	Use Category	O-1 - Neighborhood Office	O-2 - General Office	R - Retail	LC - Light Commercial	CC - Corridor Commercial	UMU - Urban Mixed-Use	BG - Downtown Business/Government	CB-1 - Central Business-1	CE - Commercial Employment	RC - Regional Commercial	RE - Regional Employment	RT - Research/Technology Center	LI-1 - Light Industrial-1	LI-2 - Light Industrial-2
<u>Backyard Cottage</u>	<u>Accessory &amp; Incidental</u>						P (51)	P (51)							

Amend Section 14.300 (Use Table Notes) of Article 14 (Allowed Uses and Use Classifications) of the Zoning Ordinance, such additional note to read as follows:

Number	End Note
<u>51</u>	<u>See Sec. 15.1800.</u>

Amend Article 15 (Use-specific Regulations) of the Zoning Ordinance, such additional section to read as follows:

## **Section 15.1800 Backyard Cottages**

### **.1 General**

- A. The backyard cottage must be located on the same lot as the main dwelling unit.
- B. A backyard cottage must not be sold separately from the main dwelling unit.
- C. A maximum of one backyard cottage per lot is allowed.

### **.2 Dimensional Requirements**

- A. **Minimum Lot Size**  
6,000 square feet.
- B. **Backyard Cottage Height**  
Must not exceed the height of the main residential building.
- C. **Minimum Backyard Cottage Lot Coverage**  
400 square feet.
- D. **Minimum Backyard Cottage Building Floor Area**  
400 square feet.
- E. **Maximum Backyard Cottage Building Floor Area**  
1,100 square feet or 50% of the gross habitable floor area of the main dwelling unit, whichever is more restrictive, and not to exceed the maximum coverage of the governing zoning district.
- F. **Minimum Separation from Main Dwelling Unit**  
10 feet.

### **.3 Architectural and Design Standards**

- A. The backyard cottage must be located behind the main dwelling unit in accordance with Sec. 13.500.2.P.
- B. Backyard cottages shall be architecturally designed to be compatible with the main dwelling unit, including consistent architectural design elements, building materials, and colors.
- C. Temporary buildings must not be used as a backyard cottage.
- D. Backyard cottages and any other conjoined structures must be attached to a permanent foundation set on the ground.

#### **.4 Occupancy and Permitting Requirements**

- A. The property owner must occupy either the main dwelling unit or the backyard cottage as a permanent residence, and must at no time receive rent for the owner-occupied unit. Prior to issuance of a building permit, the property owner must provide a signed and notarized affidavit affirming occupancy of either the main dwelling unit or the backyard cottage.
- B. The building-permit applicant must provide to the city a covenant suitable for recording with the county, providing notice to prospective owners of the subject lot that the existence of the backyard cottage is predicated upon the occupancy of either the accessory dwelling or the main dwelling unit by an owner of the property for as long as the City of Plano requires such occupancy to comply with the City's Code of Ordinances. The covenant must restrict the backyard cottage from being sold separately from the main dwelling unit. The covenant must require owners of the property to notify a prospective buyer of the limitations of this section. The covenant must also require all owners to remove the backyard cottage and restore the site to a single-family dwelling in the event that any condition of the covenant is violated. After city review and approval of the covenant, the applicant must record it. Proof of recording is required prior to issuance of a building permit.

#### **.5 Site Access**

- A. Driveway access and off-street parking in the front yard is allowed only where this design is consistent with the prevailing access and parking design for single-family residence detached dwelling units in the same subdivision block.
- B. Driveway curb cuts (excluding alleys) may not be wider than 24 feet in width.
- C. Where driveway access and off-street parking can be accommodated in the front yard, front yard driveway access must be shared with the main dwelling unit and may not be comprised of multiple detached driveways.

#### **.6 Parking**

- A. Off-street parking must comply with the requirements of Article 16 (Parking and Loading).
- B. Required off-street parking for Backyard Cottages must not be achieved by tandem parking.

Amend Section 16.700 (Off-Street Parking Schedule) of Article 16 (Parking and Loading), such additional parking requirement to read as follows:

**Parking Space Schedule for Residential Uses**

<b>Zoning Districts or Uses</b>	<b>Minimum Required Off-Street Parking or Spaces for Residential Uses</b>
<u>Backyard Cottage</u>	<u>1 space for each dwelling unit</u>

## Exhibit 1 - Backyard Cottage Citizen Responses

**From:** robert miller  
**Sent:** Sunday, January 27, 2019 10:37 PM  
**To:** Ken Schmidt  
**Subject:** backyard cottages

It is my understanding that currently, it is allowed in single family residential zoning to build or convert the second story to an apartment for rental. If this is correct why do we need backyard cottages? the only place they will really be used is in SF-9 as the lots are big enough. These lots are only in older parts of the city, i.e. my neighborhood. However, if this is not correct, the only way to allow this is with a minimum 1 year lease. ( I am not a fan fo AirBNB). I know the impact on the existing home is more than building a separate building, but the impact to the rest of the neighborhood of an additional detached building is quite large.

**Subject:** Backyard Cottage Comments

**From:** Bob

**Date:** 1/25/2019, 4:24 PM

**To:** kensc@plano.gov

Mr Schmidt,

I am very supportive of this Backyard Cottage activity. I have seen them used elsewhere with great success and value to the community. There may be concerns to some if such buildings are used as rentals but for family oriented living such as a mother-in-law suite they may be invaluable. This is especially true for the care of the elderly and can be a far better option for many as compared to assisted living for example.

I am attaching a letter to you that more explains my position and makes some recommendations. I am retired now and am available for discussion and comment almost anytime.

Thank You,

Bob Barnett

—Attachments:—

Backyard Cottages - Ken Schmidt 1-25-19.doc

30.0 KB

*This was rejected by the Plans Exam  
system  
By*



Robert L. Barnett  
6825 Timothy Drive  
Plano, Texas 75023  
January 25, 2019

Ken Schmidt, AICP  
Lead Planner  
Comprehensive Planning Group  
City of Plano  
1520 K Avenue – Suite 250  
Plano, Texas 75086-0358

Re: Backyard Cottages

Dear Mr. Schmidt;

I am 100% in favor of the addition of “Backyard Cottages” as a permissible use of single family residential lots and neighborhoods in our City of Plano. As a Plano resident since 1988, I have watched Plano grow and evolve into what it is today and the changes of the needs of those residents including myself. I must admit that I have a vested interest in seeing these changes incorporated into Plano's Comprehensive Plan for the future and the incorporation of appropriate Zoning and permissible Building Permit rules.

As in many legislative actions there are many significant and important details that impact the overall vision, intent, and practical implementation of such a plan. This is no exception and I would like to add my comments to others and describe more fully what my vision of this would entail.

#### Background

In July 1988 I moved to Plano by invitation of Northern Telecom to start a new Wireless Division of the company. I was 39 years old at the time and my oldest son was 18 at the time, and now 31 years later and six children and seven grandchildren my youngest is now 19. She was born in Plano and has gone off to college last fall. Towards the end of 1988 I elected to build a separate and permissible residential auxiliary building as a crafts workshop to the benefit of my family. I had architectural plans drawn up including an engineered foundation plan with 18 pilings to bedrock to support and stabilize it as it was located immediately adjacent to a free flow easement to Spring Creek that flows over the rear of my property. The construction of that foundation drew the interest and approval of many in the Plano building department at the time of how a foundation should be done in this circumstance.

Many construction details were included that could have been omitted for the sake of economy. Those were not omitted however due to my desire for excellence and compatibility to the main residence and surrounding neighborhood. Some of the attributes include:

1. Brick siding on the first floor with brick selected to match the existing residence
2. Second floor siding to match the main residence
3. Windows of the same appearance and style of the main residence
4. Central Air Conditioning and Gas Heat
5. Telephone, Internet, and Television systems integration into the main residence.
6. Burglar and Fire Alarm System integrated into the main residence. All windows and doors alarmed.

7. Fire, explosive gas, and Carbon Monoxide Detectors
8. 200A electrical service mainly to support a Pottery Kiln and Central AC.
9. Multiple Convenience Outlets
10. Lightning Protection loop and External Grounding
11. Bathroom facilities
12. Hot and Cold running water
13. A Separate Sanitary Sewer Tap
14. Gutters and Drain System
15. Full Photographic Darkroom with a sink having hot and cold running water
16. A microwave oven exists but full cooking facilities could be provided by simply repacing a pottery Kiln with a stand alone oven-range
17. The Photographic Darkroom cabinets could be removed and repaced with a shower stall
18. Conversion from workshop to Backyard Cottage would be both simple and economical.
19. Finished out sheetrock and texture throughout

The point of this is that construction of this auxiliary building now meets or exceeds code requirements and the main residential building. That not withstanding that building cannot be inhabited today due to existing rules pertaining to it being a separate structure from the main residence. This Backyard Cottage action could change that and could be an important part of my future in Plano. This was not an issue when I was 40 years old but now I am 70 and my family has moved on. My future needs for this space and building could be made to be much more compatible with my future requirements as a Backyard Cottage.

An official designation of Backyard Cottages also could correct a difficiency in valuation of such structures that pose a significant hardship to residents like myself. In 1988/89 I spent approximately \$80 per square foot in the construction of this building. I considered it an improvement to my property that improved it's overal value. In 2004 I refinanced my home to take advantage of low interest rates that were available and to fix an existing variable rate mortgage. As a part of the process I needed a new property appraisal to support that activity. I was shocked to learn from the appraiser that my well constructed workshop was only worth in his opinion \$15 to \$20 per square foot when I had spent \$80+. This was due to the fact that auxiliary buildings were mostly detached and shell garages and not usable living spaces. No usable sales comps were available to the appraiser in support of any increased value. The main 3800 square foot house was worth over \$90 per foot but the 1050 square foot workshop only served to drag down the overal value per square foot. I went to the County Tax Appraiser to discuss the matter. He advised me since it was air conditioned space they considered it liveable space irrespective of any Plano laws prohibiting such use and could only value it at 95% of the main residence valuation. Thus exists a huge descrepancy of \$20 to \$90 per square foot. An official designation of Backyard Cottage could serve to correct that descrepancy and support possible future improvements that I might wish to invest in this property. My overall property now is taxed with 4848 square feet of improved living space even though I cannot use all of it for that.

I am obviously in favor of this plan. Most recently my sister and her husband were displaced from their home due to the hurricane that devistated Mexico Beach, I would have liked to have offered them living space during the approximately six weeks before water was available. They had a generator and fuel but without water or sewer they could not return home.

There are a few recommendations I would like to be considered.

#### Setbacks

It is in my opinion that the setbacks for Backyard Cottages be similar to other auxiliary buildings and not the main residence. This is very important as it would be part of a go/no go decision in many cases. This is due to the fact that if a building did meet all of the setback requirements of the main residence it could simply be built today by making it an attached addition to an existing building. No advantage to this new designation would in those cases probably exist. Those wishing to add to their existing living space could presently do so now or may have done so already making this new designation somewhat moot. The main advantage of this action is to those wanting to convert some existing detached garage space or other otherwise non-conforming space concerning setbacks as a part of a Backyard Cottage.

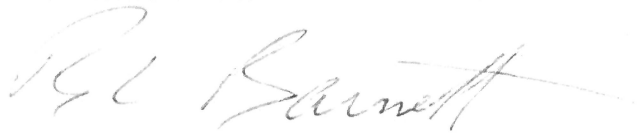
#### Attached or Not

A couple of years after I completed the construction of my crafts workshop we had an ice storm. As I made my way out I slipped and fell on the ice. It hurt and I felt it for days. I was in my 40s at the time and now that I am in my 70s, I do not want to experience a similar fall now. Additionally, the ice that had collected on the roof fell in shards as it melted right in front of my workshop door. Numerous other times it was raining and an irritating inconvenience. My fix for the issue was to construct a covered breezeway walk from my back door to the workshop door. I went to the City Building Department who informed me that could not be permitted. It was due to the fact that the roof covering the two buildings would make my detached building an attached one and while my workshop did meet the side setback requirements of an auxiliary building, it was about a foot shy of the requirements of a main residence and therefore could not be attached. I asked separately about a second floor sundeck off the main residence and advised that they would consider that an attachment also.

My recommendation is that an unenclosed covering that connects two buildings not be considered an "inhabitable attachment space" and thus permissible. Such an improvement should not impact the separate designations of the otherwise separate buildings. The defining factor is the ability to inhabit the attachment space. An open covered patio would be permissible for example even if both buildings had access to the covered area. A covered enclosed hallway would not as it would serve to make the separate buildings one unless setbacks were satisfied. This is a property enhancement issue for convenience and insulation value, as well as safety. A patio covering can be designed to shade windows otherwise exposed to direct summer sunlight thus greatly increasing Air Conditioning effectiveness.

When I was a young child, about 7 years old, we visited my Grandfather, a minister, in Indianapolis. He lived in exactly such a Backyard Cottage like envisioned here. It was a converted two car garage and was the only time I ever met him. I will never forget it. I am for the permissibility of their use and further would like Zoning laws to reflect a permissive climate to allow and augment them as well as enhance their value and effectiveness to the owners and the City.

Thank You and Available for Discussion,



Robert L. (Bob) Barnett

214-436-2740

**From:** Leslie Pickle  
**Sent:** Thursday, January 24, 2019 7:19 PM  
**To:** Ken Schmidt  
**Subject:** Backyard Cottages

Hello Ken,

It was nice to meet you on Tuesday and thank you for providing an excellent presentation to the committee as well as for your diligent work on this project.

I apologize for repeating myself at the meeting when I was talking with them, but I hate speaking in front of a group and especially if I haven't had a chance to prepare.

I wanted to provide some feedback and some of my opinions as well as correct a statement I made to the group.

- I said Long Term Care (LTC) plans do not cover rent, which isn't exactly a true statement, there are some policies available that use a pool of money method that do cover rent costs but this reduces the medical care coverage. Additionally, the individual would need to be unhealthy for the policy to start paying out, by this I mean that they must not be able to perform at least 3 of 7 Activities of Daily Living (ADLs) for more than 30 days and usually 90 days. These are bathing, toileting, dressing, eating, medication management, transferring, and bladder control. By this point a backyard cottage is not really an ideal solution for the aging person but would be a fantastic benefit for a care giver. I have two LTC policies on my mom and one on my husband, unfortunately I wasn't able to pass underwriting. Our policies do cover in home care but not all do.
- One Plano citizen spoke in favor of allowing these as rentals but I have to say that if this is included and put up in an election for vote even though my mom wants this for herself I would probably vote against passing the zoning change. I heard them say there are people who cannot afford to live in Plano and that was her reasoning for wanting this option. My personal opinion on this is that those people have made a choice to live as they do and I respect their decision, however that does not mean I should have to pay in various ways (i.e. Property Taxes) for them to live as they choose or that they should be given the same options I have at no cost to them. Plano is what it is and has the amenities it does because of the citizens who pay to live here. Americans have the freedom to choose how and where they live but not at the expense of others. I am well aware of how much it costs to live in Plano which is why my husband and I both have full-time jobs and I have a part-time job as well and declined the doctor's recommendation for disability because it wouldn't be enough for us to continue to live in Plano.
- My last opinion concerns the two Façade options, I do understand the concerns with this but feel the options presented are too restrictive in addition to increasing the build price by almost double or more. I agree with the "must comply with the exterior wall construction standards for residential structures in Sec. 23.200" and that it should not exceed the height of the existing dwelling. I understand the need to keep some control over what can be built, but would the city having an approved builder list accommodate this and still give residents more flexibility in facades? With my luck the vendor I would like to work with wouldn't be on that list however I don't think that would be an issue because they already do business with the Lower Colorado River Authority which is a Texas state agency. The backyard cottage my mom wants is actually

more pleasing to look at than my home and the aesthetics of the structure were one of the top priorities for our decision.

Again, thank you for your time and efforts on this project and allowing my opinions to be heard.

P.S. God bless the video editor! Please pass that along if possible.

Sincerely,  
Leslie A. Pickle  
Insurance Agent  
American Eagle Consultants, Inc.  
Cell: (214) 926-5434  
[lpickleinsurance@tx.rr.com](mailto:lpickleinsurance@tx.rr.com)

**From:** Maxine Reed  
**Sent:** Wednesday, January 23, 2019 10:58 AM  
**To:** Ken Schmidt; Lauren Mecke  
**Subject:** Back Yard Cottages

Ken and Lauren,

I did not attend the Planning and Zoning Commission work session 01 22 2019 but did watch by way of channel 16. I wanted to get educated on the back yard cottage subject.

The end decision on the subject may not be an issue for my neighborhood but wanted to put my opinion out. First of all this plan would be a change and modification.

We are seniors living in a one story, brick, one car front entry home around 1200 square on a lot of around 7200 square feet.

Here are some of my reasons for not wanting the rule on back yard cottages changed.

Too many cars parked on the property and street. Bumper to bumper and not all parked correctly. This is a problem in getting in and out of the driveway, mail delivery, garbage, recycle and bulk pick up. How much concrete in the front yard for parking is too much concrete and too little grass? Can we see the house for all the cars parked on the property?

Rental property. Enclose the garage and now you have a four or five bedroom house to rent out. At least one more car to now park in the street. Good luck in knowing your neighbors.

Modifications. Adding on to the home by rooms or a second story could mean more residents living in the home and more cars. Would a back yard cottage not be the same thing?

We have no homeowner association to help us out so depend on the City of Plano to help keep our neighborhood a nice and attractive place to live. If the developer and builder of our neighborhood did a good job why change or modify today.

Please pass this on to anyone that would be interested in this subject.

Thank you,

Don Reed

2100 Overglan Drive

Plano, Texas 75074

972 424 2989



**From:** [REDACTED]  
**To:** [Ken Schmidt](#)  
**Subject:** Backyard Cottages  
**Date:** Tuesday, January 08, 2019 2:44:15 PM

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Ken, I think this is a wonderful idea. I have had a number of patients who were caring for aging parents or who had a family member with physical/mental disabilities. This plan provides independence for the elderly/handicap while providing some privacy for the family. Most homes are not built to provide as separate living quarters so everyone is on top of each other. Second point is that paying for senior living is only for the high income workers. Care facilities for the mentally challenged is non-existent. Just some thoughts. Thank you for such a caring plan. Dr. Fred

Dr. Fred J. Hansen, Ph.D., BCP, LPC  
Life Management Resources  
Online Recovery  
2301 Ohio Drive, Suite 150  
Plano, TX 75093  
972-985-7565  
[www.lifemanagementresources.com](http://www.lifemanagementresources.com)  
[www.onlinerecovery.us](http://www.onlinerecovery.us)

Dr. Hansen is a clinical member of:  
American Society of Addictive Medicine  
American Psychological Association  
American Psychotherapy Association  
American Counseling Association  
National Association of Addiction Counselors



**From:** Steve Champion  
**To:** [Ken Schmidt](#)  
**Subject:** Cottage homes  
**Date:** Tuesday, January 08, 2019 6:01:19 PM

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Plano lots are too small and cramped to properly implement this. We are not Dallas with deep lots... I would guess this is mayor initiative? It should be dropped. Right now we need to address use of Airbnb and illegal duplexes within single family homes...

Sjc

**From:** Chris Long  
**To:** [Ken Schmidt](#)  
**Subject:** Backyard Cottages in Plano  
**Date:** Tuesday, January 08, 2019 9:19:57 PM  
**Attachments:** [image.png](#)

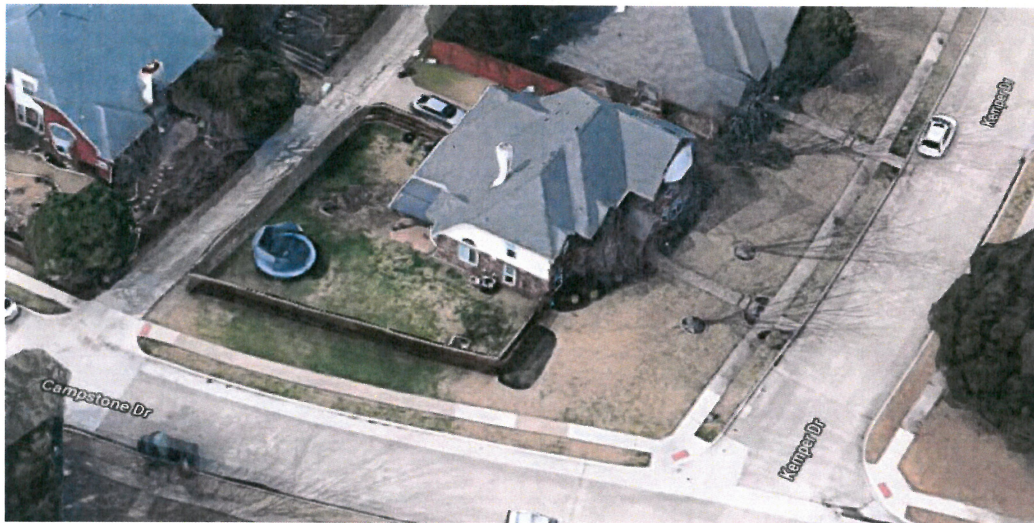
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Hello Mr. Schmidt,

I'd like to add my support for the city of Plano to allow backyard cottage construction, and find out as many details as possible. I whole-heartedly agree with the details of your video detailing look and feel, as well as keeping certain standards. I'm curious about any limitations being discussed on what would be a suitable property. My house, pictured below from Google, sits on a lot that's 10,412 square feet. That's not quite a quarter of an acre, however, it's a corner lot and you can easily see how much room I have.

So right now I just wanted to add feedback and gather information. I certainly appreciate your time, and if you have questions or would like more information let me know. Thank you!

Jonathan (Chris) Long  
6713 Kemper Dr, Plano, TX 75023



**From:** Blake Ramick  
**To:** [Ken Schmidt](#)  
**Subject:** Backyard cottages slides question  
**Date:** Thursday, January 10, 2019 12:34:41 PM  
**Attachments:** [SF-67 zoning.png](#)

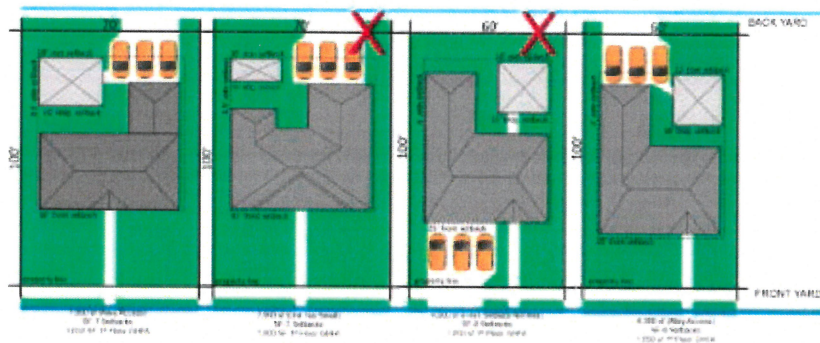
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Ken - Initial comment, I'm for this proposal.

On the Nov 7 Planning and Zoning meeting, looking for clarification of the differences in the SF- 6/7 zoning.

<http://planotx.swagit.com/play/11202017-1619/13> @ the 14:05 timeline.

### Example – 6,000 - 7,000 SF Lot (SF-6/7 Zoning)



From left to right, what's the difference between 1 and 2 that makes the first meet the proposal and the second not? Also comparing to the 4th, which does meeting. I'm having trouble understanding the guideline differences.

ps. I hope to attend the 1/22 meeting to express support. I've done a lot of research on this subject and am very interested in adding this type of structure to our property. As my parents age, I would very much like to see this as a viable option for them.

--

R. Blake Ramick

Mobile: 214.454.5760

[www.Linkedin.com/in/bramick](http://www.Linkedin.com/in/bramick)

**From:** Sheryl Duncan  
**To:** [Ken Schmidt](#)  
**Subject:** Backyard Cottages  
**Date:** Saturday, January 12, 2019 8:01:04 AM

---

Hello Ken

This is amazing! I, myself designed and built a tiny house on wheels. I have worked with Factory Showcase Homes to design the 399 sf homes for the many many millennials and 55+ that want to downsize. Then there's the lucky that own their land in outer skirts of DFW that have added the 399 sf homes to their land for parents or disability young adults that can't quite live on their own. It's such an amazing option that is needed.

The key for it not to become a debacle is controlling the design and concept of this great idea to keep it to the Plano standards in appearance.

I was compelled to comment because it is so needed. The amazing elderly properties here are a great option but not always what an adult want.

My son is in his 20s with some learning disabilities. This is something I would interested in for him. His own space but in reach of my home. I've looked into moving out of legacy/Ohio area just to find some land/area I could do this, but I'd prefer to stay in Plano of course. My boys were raised here, my other plays all over in music events. It's our home.

Plano is missing this type option.

If you need any suggestions or help in this project I'm a fan.

Thank you,

Sheryl Duncan

717creativecouture

JettPlattMusic

Sent from my iPhone



**From:** Michael Spangler  
**To:** [Christina Day](#); [Ken Schmidt](#); [Eric Hill](#); [Wendy Jorgensen](#)  
**Subject:** Re: Backyard Cottages in Plano  
**Date:** Wednesday, January 16, 2019 3:29:34 PM  
**Attachments:** [image005.png](#)  
[image009.png](#)  
[image010.png](#)

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Christina,

I don't believe our HOA members would support this concept without more clarification what is acceptable and not acceptable. There are many un-intended consequences of this concept such as some owners turning them into rental property and, additional vehicle traffic and parking that need to be addressed. These cottages would have to comply with existing HOA covenants and restrictions as well. These could conflict with restrictions on minimum house size requirements in existing covenants for example.

Will the City codes on restrictions on sewer connections on residential lots be lifted?

I don't believe this concept has been thought through enough based on what has been published.

Regards,

Mike Spangler  
President - White Rock Creek Estates

---

**From:** Christina Day <[Chrisd@plano.gov](mailto:Chrisd@plano.gov)>  
**Date:** Wednesday, January 16, 2019 at 12:53 PM  
**To:** Ken Schmidt <[kensc@plano.gov](mailto:kensc@plano.gov)>, Eric Hill <[Erich@plano.gov](mailto:Erich@plano.gov)>, Wendy Jorgensen <[Wendyj@plano.gov](mailto:Wendyj@plano.gov)>  
**Subject:** Backyard Cottages in Plano

Good Afternoon,

You may have seen a note in the [Plano City Newsletter](#) last week regarding Backyard Cottages. The City of Plano Planning Department has been examining the feasibility of this housing style in Plano and has made several public presentations, most recently at the November 1, 2018 Neighborhood Leadership Council meeting. As a neighborhood leader, we would encourage you to share information about the city's ongoing assessment of Backyard Cottages with your neighbors, if you have not done so already. Details about the city's Backyard Cottage public review process can be found in the attached letter and at [www.plano.gov/backyardcottages](http://www.plano.gov/backyardcottages).

If you have any questions or would like to provide feedback on this issue, please do not hesitate to contact me or our project manager, Ken Schmidt ([kensc@plano.gov](mailto:kensc@plano.gov)) at (972) 941-7151. Thank you for your support of our Plano community through neighborhood leadership.

Yours In Service,

*Christina*

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



**Planning**



**Christina Dorrance Day**

Director of Planning

1520 K Avenue, 2nd Floor  
Suite 250, Plano, Texas 75074  
T 972.941.7151  
F 972.941.7396

[chrisd@plano.gov](mailto:chrisd@plano.gov)

[plano.gov](http://plano.gov) or [www.planoplanning.org](http://www.planoplanning.org)

Connect with Plano



**From:** Ernest Myers  
**To:** [Ken Schmidt](#)  
**Subject:** Backyard Cottages  
**Date:** Friday, January 18, 2019 12:46:20 PM

---

As a Plano resident since, July, 1998, I am in full and complete favor of permitting accessory housing/backyard cottages on as many residential properties in Plano as is feasible and desired by the individual home owners.

Thank you,

Ernest Myers, Jr.  
4124 Candlewyck Dr.  
Plano, X 75024-4803  
214.649.4500

## **Zoning Case 2018-033**

**An Ordinance of the City of Plano, Texas, amending Section 8.200 (Terms Defined) of Article 8 (Definitions), Sections 14.100 (Residential Districts Use Table), 14.200 (Nonresidential Districts Use Table), and 14.300 (Use Table Notes) of Article 14 (Allowed Uses and Use Classifications), Article 15 (Use-specific Regulations), and Section 16.700 (Off-Street Parking Schedule) of Article 16 (Parking and Loading), and related sections of the Comprehensive Zoning Ordinance, Ordinance No. 2015-5-2, of the City, as heretofore amended, pertaining to Backyard Cottages; 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 25th day of February 2019 for the purpose of considering a change in the Zoning Ordinance; 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 25th day of February 2019; and

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

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

**Section I.** Amend Section 8.200 (Terms Defined) of Article 8 (Definitions) of the Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended, such additional definition to read as follows:

### **Backyard Cottage**

A detached dwelling unit subordinate to and located on the same lot as a Single-Family Residence (Detached) dwelling unit.



**Section II.** Amend Section 14.100 (Residential Districts Use Table) of Article 14 (Allowed Uses and Use Classifications) of the Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended, such portion of section to read as follows:

Residential Zoning Districts																
Permitted Uses	Use Category	A - Agricultural	ED - Estate Development	SF-20 - Single-Family-20	SF-9 - Single-Family-9	SF-7 - Single-Family-7	SF-6 - Single-Family-6	UR - Urban Residential	PH - Patio Home	SF-A - Single-Family Attached	2F - Two Family (Duplex)	GR - General Residential	MF-1 - Multifamily-1	MF-2 - Multifamily-2	MF-3 - Multifamily-3	MH - Mobile Home
Backyard Cottage	Accessory & Incidental			P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)	P (51)

**Section III.** Amend Section 14.200 (Nonresidential Districts Use Table) of Article 14 (Allowed Uses and Use Classifications) of the Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended, such portion of section to read as follows:

Nonresidential Zoning Districts															
Permitted Uses	Use Category	O-1 - Neighborhood Office	O-2 - General Office	R - Retail	LC - Light Commercial	CC - Corridor Commercial	UMU - Urban Mixed-Use	BG - Downtown Business/Government	CB-1 - Central Business-1	CE - Commercial Employment	RC - Regional Commercial	RE - Regional Employment	RT - Research/Technology Center	LI-1 - Light Industrial-1	LI-2 - Light Industrial-2
Backyard Cottage	Accessory & Incidental						P (51)	P (51)							

**Section IV.** Amend Section 14.300 (Use Table Notes) of Article 14 (Allowed Uses and Use Classifications) of the Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended, such additional note to read as follows:

Number	End Note
51	See Sec. 15.1800.

**Section V.** Amend Article 15 (Use-specific Regulations) of the Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended, such additional section to read as follows:

### **Section 15.1800 Backyard Cottages**

#### **.1 General**

- A.** The backyard cottage must be located on the same lot as the main dwelling unit.
- B.** A backyard cottage must not be sold separately from the main dwelling unit.
- C.** A maximum of one backyard cottage per lot is allowed.

#### **.2 Dimensional Requirements**

**A. Minimum Lot Size**

6,000 square feet.

**B. Backyard Cottage Height**

Must not exceed the height of the main residential building.

**C. Minimum Backyard Cottage Lot Coverage**

400 square feet.

**D. Minimum Backyard Cottage Building Floor Area**

400 square feet.

**E. Maximum Backyard Cottage Building Floor Area**

1,100 square feet or 50% of the gross habitable floor area of the main dwelling unit, whichever is more restrictive, and not to exceed the maximum coverage of the governing zoning district.

**F. Minimum Separation from Main Dwelling Unit**

10 feet.

### **.3 Architectural and Design Standards**

- A.** The backyard cottage must be located behind the main dwelling unit in accordance with Sec. 13.500.2.P.
- B.** Backyard cottages must be architecturally designed to be compatible with the main dwelling unit, including consistent architectural design elements, building materials, and colors.
- C.** Temporary buildings must not be used as a backyard cottage.
- D.** Backyard cottages and any other conjoined structures must be attached to a permanent foundation set on the ground.

### **.4 Occupancy and Permitting Requirements**

- A.** The property owner must occupy either the main dwelling unit or the backyard cottage as a permanent residence, and must at no time receive rent for the owner-occupied unit. Prior to issuance of a building permit, the property owner must provide a signed and notarized affidavit affirming occupancy of either the main dwelling unit or the backyard cottage.
- B.** The building-permit applicant must provide to the city a covenant suitable for recording with the county, providing notice to prospective owners of the subject lot that the existence of the backyard cottage is predicated upon the occupancy of either the accessory dwelling or the main dwelling unit by an owner of the property for as long as the City of Plano requires such occupancy to comply with the City's Code of Ordinances. The covenant must restrict the backyard cottage from being sold separately from the main dwelling unit. The covenant must require owners of the property to notify a prospective buyer of the limitations of this section. The covenant must also require all owners to remove the backyard cottage and restore the site to a single-family dwelling in the event that any condition of the covenant is violated. After city review and approval of the covenant, the applicant must record it. Proof of recording is required prior to issuance of a building permit.

### **.5 Site Access**

- A.** Driveway access and off-street parking in the front yard is allowed only where this design is consistent with the prevailing access and parking design for single-family residence detached dwelling units in the same subdivision block.
- B.** Driveway curb cuts (excluding alleys) may not be wider than 24 feet in width.

- C. Where driveway access and off-street parking can be accommodated in the front yard, front yard driveway access must be shared with the main dwelling unit and may not be comprised of multiple detached driveways.

## **.6 Parking**

- A. Off-street parking must comply with the requirements of Article 16 (Parking and Loading).
- B. Required off-street parking for Backyard Cottages must not be achieved by tandem parking.

**Section VI.** Amend Section 16.700 (Off-Street Parking Schedule) of Article 16 (Parking and Loading) of the Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended, such additional parking requirement to read as follows:

### **Parking Space Schedule for Residential Uses**

<b>Zoning Districts or Uses</b>	<b>Minimum Required Off-Street Parking or Spaces for Residential Uses</b>
Backyard Cottage	1 space for each dwelling unit

**Section VII.** 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 VIII.** 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 IX.** 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 X.** 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 XI.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED AND APPROVED THIS THE 25TH DAY OF FEBRUARY 2019.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY