



CITY OF MCKINNEY, TEXAS

Agenda City Council Regular Meeting

Tuesday, August 21, 2012

6:00 PM

Council Chambers
222 N. Tennessee Street
McKinney, Texas

CALL TO ORDER

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation given by Youth Pastor Michael Ostick, Hillcrest Christian Church

CITIZEN COMMENTS

CONSENT AGENDA

These items consist of non-controversial or housekeeping items required by law. Items may be considered individually by any Council member making such request prior to a motion and vote on the Consent Items.

MINUTES

12-635 [Minutes of the City Council Work Session of August 6, 2012](#)

Attachments: [Minutes](#)

12-636 [Minutes of the City Council Regular Meeting of August 6, 2012](#)

Attachments: [Minutes](#)

12-605 [Minutes of the Collin County Airport Development Corporation Meeting of July 10, 2012](#)

Attachments: [Minutes](#)

12-571 [Minutes of the Historic Preservation Advisory Board Regular Meeting of May 3, 2012](#)

Attachments: [Minutes](#)

12-599 [Minutes of the McKinney Main Street Board Meeting of July 12, 2012.](#)

Attachments: [Minutes](#)

- 12-615** [Minutes of the Parks, Recreation and Open Space Advisory Board Meeting of July 12, 2012.](#)

Attachments: [Minutes](#)

- 12-484** [Minutes of the Planning and Zoning Commission Regular Meeting of June 26, 2012.](#)

Attachments: [Minutes](#)

RESOLUTIONS

- 12-637** [Consider/Discuss/Act on a Resolution Readopting the City of McKinney Comprehensive Policy Statement on Economic Development and Community Redevelopment Incentives \(Tax Abatement Policy\)](#)

Attachments: [Agenda item Summary](#)
[Resolution](#)
[2012 Tax Abatement Policy](#)

- 12-638** [Consider/Discuss/Act on a Resolution Awarding a Contract to Red the Uniform Tailor for Police Uniforms](#)

Attachments: [Agenda item Summary](#)
[Resolution](#)
[Bid Tab](#)

- 12-639** [Consider/Discuss/Act on a Resolution Awarding a Contract to GST Public Safety, GT Distributors, and Tyler Uniforms for Police Uniform Accessories](#)

Attachments: [Agenda Item Summary](#)
[Resolution](#)
[Bid Tab](#)

- 12-640** [Consider/Discuss/Act on a Resolution Awarding a Contract to Concord Commercial Services for Professional Handy Man Services](#)

Attachments: [Agenda Item Summary](#)
[Resolution](#)
[Bid Tab](#)

12-641 [Consider/Discuss/Act on a Resolution Awarding a Contract to Clifford Power Systems for Generator Maintenance](#)

Attachments: [Agenda Item Summary](#)
[Resolution](#)
[Bid Tab](#)

12-642 [Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute an Airport Administrative Office Lease Agreement](#)

Attachments: [Agenda Item Summary](#)
[Office Lease](#)
[Resolution](#)

12-643 [Consider/Discuss/Act on a Joint Resolution Supporting the Collin County Regional Toll Revenue \(RTR\) Transportation Projects](#)

Attachments: [Agenda Item Summary](#)
[County Resolution](#)
[County RTR Project Priority List](#)
[Presentation](#)

12-645 [Consider/Discuss/Act on a Resolution Approving KSA Engineers as the City's Engineer of Record for Airport Projects](#)

Attachments: [Agenda Item Summary](#)
[Resolution](#)

END OF CONSENT

REGULAR AGENDA AND PUBLIC HEARINGS

This portion of the agenda consists of items requiring individual consideration by the Council.

12-648 [Consider/Discuss/Act on a Resolution Approving a Third](#)

[Amendment to Chapter 380 Economic Development and Agreement for Craig Ranch \("VCIM II"\) by and between the City of McKinney, Texas, VCIM Partners, L.P., CR Alma, LP, Mid-Alma, LP, and CR Ballfields, LP](#)

Attachments: [Agenda Item Summary](#)
[Resolution](#)
[Chapter 380 Agreement Third Amendment](#)
[Exhibit A](#)
[Exhibit B](#)
[Exhibit C](#)
[Exhibit D](#)

12-125Z2 [Conduct a Public Hearing to Consider/Discuss/Act on the Request by JBI Partners, Inc., on Behalf of Lifestyle Communities of Texas for Approval of a Request to Rezone Approximately 31.63 Acres from "PD" - Planned Development District to "RS 45" - Single Family Residential District, Located on the Southeast Corner of Hardin Boulevard and Sorrell Road, and Accompanying Ordinance](#)

Attachments: [Agenda Item Summary](#)
[PZ Minutes](#)
[PZ Staff Report](#)
[Location Map & Aerial Exhibit](#)
[Letter of Intent](#)
[Fiscal Impact Analysis](#)
[Illustrative Plan \(Informational Only\)](#)
[Proposed Ordinance with Exhibit](#)
[PowerPoint Presentation](#)

12-135AA [Conduct a Public Hearing to Consider/Discuss/Act on the Request by Cross Engineering Consultants, Inc., on Behalf of Dusty McAfee, for Approval of a Right-of-Way Vacation for an Unimproved Portion of Howell Street, Approximately 0.09 Acres, Located Between Church Street and Wood Street, and Accompanying Ordinance](#)

Attachments: [Agenda Item Summary](#)
[Staff Report](#)
[Location Map and Aerial Exhibit](#)
[Letter of Intent](#)
[Abandonment Exhibit](#)
[Proposed Ordinance](#)
[PowerPoint Presentation](#)

12-126Z2 [Conduct a Public Hearing to Consider/Discuss/Act on the Request by Ladybird Enterprises, Inc., on Behalf of ASG Eldorado Pavillion Ltd, for Approval of a Request to Rezone Approximately 3.12 Acres, from "PD" - Planned Development District to "PD" - Planned Development District, Generally to Allow for a Daycare Facility, Located Approximately 325 Feet South of Eldorado Parkway and West of Ridge Road, and Accompanying Ordinance](#)

Attachments: [Agenda Item Summary](#)
[PZ Minutes](#)
[PZ Staff Report](#)
[Location and Aerial Exhibit](#)
[Letter of Intent](#)
[Proposed Zoning Exhibit](#)
[Proposed Ordinance with Exhibits](#)
[Powerpoint Presentation](#)

12-649 [Conduct a Public Hearing to Consider/Discuss/Act on an Ordinance Amending the Code of Ordinances of the City of McKinney by Amending Chapter 134, "Signs"](#)

Attachments: [Agenda Item Summary](#)
[Ordinance](#)
[Ordinance Redline](#)
[City Comparison Table](#)
[Presentation](#)

COUNCIL AND MANAGER COMMENTS

Council and Manager Comments relating to items of public interest: Announcements regarding local or regional civic and charitable events, staff recognition, commendation of citizens, traffic issues, upcoming meetings, informational update on City projects, awards, acknowledgement of meeting attendees, birthdays, requests of the City Manager for items to be placed on upcoming agendas, and condolences.

CITIZEN COMMENTS**EXECUTIVE SESSION**

In Accordance with the Texas Government Code:

- A. Section 551.071 (2). Consultation with City Attorney on any Work Session, Special or Regular Session agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said items (as needed)
- B. Section 551.071 (1) (A). Litigation / Anticipated Litigation
 - Potential vendor litigation
- C. Section 551.072. Deliberations about Real Property
 - City owned real property development – Northeast quadrant
- D. Section 551.074 Discuss Personnel Matters
 - McKinney Economic Development Corporation President Search
- E. Section 551.087 – Discuss Economic Development Matters
 - Project A65
 - Project A66
 - Project A71
 - Project A74
 - Project A78
 - Project A84
 - Project A85
 - Project A86

ACTION ON EXECUTIVE SESSION ITEMS**ADJOURN**

Posted in accordance with the Texas Government Code, Chapter 551, on the 16th day of August, 2012 at or before 5:00 p.m.

Sandy Hart, TRMC, MMC
City Secretary

If you plan to attend this public meeting and you have a disability that requires special arrangements, please contact Sandy Hart, City Secretary at 972-547-7505 or Blanca Garcia, Assistant City Secretary at 972-547-7504, 48 hours prior to the scheduled meeting. Reasonable accommodations will be made to assist you.

12-635



TITLE: Minutes of the City Council Work Session of August 6, 2012

SUPPORTING MATERIALS:

[Minutes](#)

CITY COUNCIL WORK SESSION

AUGUST 6, 2012

The City Council of the City of McKinney, Texas met in work session in the Council Chambers of the Municipal Building on August 6, 2012 at 4:00 p.m.

Council Present: Mayor Brian Loughmiller, Mayor Pro-Tem Travis Ussery, Council members: Geralyn Kever, Don Day, Ray Ricchi, and Roger Harris. Council member David Brooks arrived at 5:10 p.m.

Staff Present: City Manager Jason Gray; Deputy City Manager Joe Williams; Deputy City Manager Rob Daake; City Attorney Mark Houser; City Secretary Sandy Hart; Interim Director of Development Services Barry Shelton; Chief Financial Officer Rodney Rhoades; Plans Examiner Jeff Harris; McKinney Economic Development Corporation - Abby Liu and John Valencia; McKinney Community Development Executive Director Cindy Schneible; Executive Assistant Mona Robinson; Human Resources Director Tadd Phillips; Strategic Planning and Budget Director Jason Cooley; Fire Chief Danny Kistner; and Communications and Media Manager Anna Clark.

There were 12 guests present.

Mayor Loughmiller called the meeting to order at 4:08 p.m. after determining a quorum present. Mayor Loughmiller turned the work session over to City Manager Jason Gray. Mr. Gray called for discussion on the following items with no action taken:

- 12-573** McKinney Convention and Visitors Bureau Update (Dee-Dee Guerra) (10 minutes)
- 12-574** McKinney Economic Development Corporation Update (Jason Gray) (10 minutes)
- 12-575** Budget Update (Jason Gray) (10 minutes)
- 12-576** State of the Arts in McKinney Presentation (Linda Spina) (10 minutes)
- 12-577** Discuss Amendments to Chapter 134 - Signs, of the Code of Ordinances (Barry Shelton) (20 minutes)

Mayor Loughmiller recessed the meeting into executive session at 5:42 p.m. per Texas Government Code Section 551.071 (2). Consultation with City Attorney on any Work Session, Special or Regular Session agenda item requiring confidential,

attorney/client advice necessitated by the deliberation or discussion of said items (as needed), Section 551.071 (1) (A). Litigation / Anticipated Litigation, Section 551.074 Personnel Matters, and Section 551.087 Discuss Economic Development Matter as listed on the posted agenda. Mayor Loughmiller recessed to the open session at 6:03 p.m.

Council unanimously approved the motion by Mayor Pro-Tem Ussery, seconded by Council member Harris, to adjourn. Mayor Loughmiller adjourned the meeting at 6:05 p.m.

BRIAN LOUGHMILLER
Mayor

ATTEST:

SANDY HART, TRMC, MMC
City Secretary

12-636



TITLE: Minutes of the City Council Regular Meeting of August 6, 2012

SUPPORTING MATERIALS:

[Minutes](#)

CITY COUNCIL REGULAR MEETING

AUGUST 6, 2012

The City Council of the City of McKinney, Texas met in regular session in the Council Chambers of the Municipal Building on August 6, 2012 at 6:00 p.m.

Council Present: Mayor Brian Loughmiller, Mayor Pro-Tem Travis Ussery, Council members: David Brooks, Geralyn Kever, Don Day, Ray Ricchi, and Roger Harris.

Staff Present: City Manager Jason Gray; Deputy City Manager Joe Williams; Deputy City Manager Rob Daake; City Attorney Mark Houser; City Secretary Sandy Hart; Chief Financial Officer Rodney Rhoades; Interim Director of Development Services Barry Shelton; Interim Planning Director Kevin Spath; Senior Planner Michael Quint; Senior Planner Brandon Opiela; Fire Chief Danny Kistner; Assistant Fire Chief Tim Mock; Assistant Fire Chief Neil Howard; Chief of Police Doug Kowalski; Police Officer Randy Haak; Communications and Media Manager Anna Clark; Police Officer Eric Stephens; Grants Coordinator Janay Tieken; and Director of Engineering Jack Carr.

There were 14 guests present.

Mayor Loughmiller called the meeting to order at 6:08 p.m. after determining a quorum was present. Invocation was given by Father Mike Michie, St. Andrews Episcopal Church. Mayor Loughmiller led the Pledge of Allegiance.

12-594 National Night Out Proclamation. Mayor Loughmiller read and presented a National Night Out Proclamation to Fire Chief Danny Kistner, Police Chief Doug Kowalski and Police Officer Randy Haak.

Mayor Loughmiller called for Citizen Comments

Ms. Dana Riley, 2150 S. Central, McKinney, introduced herself as the new Executive Director of Volunteer McKinney Center.-

Mr. T.J. Lane, 802 W. Hunt Street, McKinney, spoke about the Sign Ordinance.

Council unanimously approved the motion by Council member Brooks, seconded by Council member Harris, to approve the following consent items:

12-578 Minutes of the City Council Special Meeting of July 10, 2012

- 12-579** Minutes of the City Council Work Session of July 17, 2012
- 12-580** Minutes of the City Council Regular Meeting of July 17, 2012
- 12-581** Minutes of the City Council Work Session of July 23, 2012
- 12-582** Minutes of the City Council Budget Retreat of July 27, 2012
- 12-554** Minutes of the Board of Adjustment Meeting of April 25, 2012
- 12-467** Minutes of the Collin County Airport Development Corporation Meeting of June 14, 2012
- 12-476** Minutes of the McKinney Armed Services Memorial Board Meeting of June 13, 2012
- 12-494** Minutes of the McKinney Arts Commission Meeting of April 19, 2012
- 12-495** Minutes of the McKinney Arts Commission Work Session of May 16, 2012
- 12-557** Minutes of the McKinney Community Development Corporation Board Meeting of June 25, 2012
- 12-506** Minutes of the McKinney Convention & Visitors Bureau Meeting of June 26, 2012
- 12-532** Minutes of the McKinney Economic Development Corporation Board Meeting of June 19, 2012
- 12-583** Minutes of the McKinney Housing Authority Board Meeting of March 12, 2012
- 12-584** Minutes of the McKinney Housing Authority Board Meeting of April 9, 2012
- 12-585** Minutes of the McKinney Housing Authority Board Meeting of April 17, 2012
- 12-586** Minutes of the McKinney Housing Authority Board Meeting of May 22, 2012
- 12-587** Minutes of the McKinney Housing Authority Board Meeting of June 26, 2012
- 12-485** Minutes of the McKinney Main Street Board Meeting of June 21, 2012
- 12-491** Minutes of the Parks, Recreation and Open Space Board Meeting of May

10, 2012

- 12-556** Minutes of the Planning and Zoning Commission Regular Meeting of July 10, 2012

- 12-588** Consider/Discuss/Act on a Resolution Authorizing the City Manager to Accept, if Awarded, a Texas Forest Service (TFS) Texas Intrastate Fire Mutual Aid System (TIFMAS) grant for a Type VI Apparatus. Caption reads as follows:

RESOLUTION NO. 2012-08-085 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT, IF AWARDED, A TEXAS FOREST SERVICE (TFS) TEXAS INTRASTATE FIRE MUTUAL AID SYSTEM (TIFMAS) GRANT FOR A TYPE VI APPARATUS

- 12-589** Consider/Discuss/Act on a Resolution Authorizing the City Manager to Accept, if Awarded, an Assistance to Firefighters Grant, through the Department of Homeland Security, to Purchase Self-Contained Breathing Apparatus to Replace Equipment that Does Not Meet Current NFPA Standards. Caption reads as follows:

RESOLUTION NO. 2012-08-086 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AN ASSISTANCE TO FIREFIGHTERS GRANT, THROUGH THE DEPARTMENT OF HOMELAND SECURITY, TO PURCHASE SELF-CONTAINED BREATHING APPARATUS TO REPLACE EQUIPMENT THAT DOES NOT MEET CURRENT NFPA STANDARDS

- 12-590** Consider/Discuss/Act on a Resolution Authorizing a Contract with Professional Service Industries, Inc. for Materials Testing Services for the US 75 Utility Relocations Project from North of Wilmeth Road to North of Bloomdale Road. Caption reads as follows:

RESOLUTION NO. 2012-08-087 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR MATERIAL TESTING SERVICES FOR THE US 75 UTILITY RELOCATIONS PROJECT FROM NORTH OF WILMETH ROAD TO NORTH OF BLOOMDALE ROAD

- 12-591** Consider/Discuss/Act on a Resolution Authorizing a Contract with North Texas Contracting, Inc. for the Construction of the US 75 Utility Relocations Project from North of Wilmeth Road to North of Bloomdale Road. Caption reads as follows:

RESOLUTION NO. 2012-08-088 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE A CONTRACT FOR THE CONSTRUCTION OF THE US 75 UTILITY RELOCATIONS PROJECT FROM NORTH OF WILMETH ROAD TO NORTH OF BLOOMDALE ROAD

- 12-592** Consider/Discuss/Act on a Resolution Authorizing the City Manager to Apply for and Accept, if Awarded, a Staffing for Adequate Fire and Emergency Response (SAFER) Grant from the Federal Emergency Management Agency (FEMA) to Hire Fire Department Personnel. Caption reads as follows:

RESOLUTION NO. 2012-08-089 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT, IF AWARDED, A STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO HIRE FIRE DEPARTMENT PERSONNEL

- 12-593** Consider/Discuss/Act on Rejection of all Proposals Received for Endpoint Installation and Support Services, 12-11RFP

END OF CONSENT

- 12-109Z2** Mayor Loughmiller called for a Public Hearing to Consider/Discuss/Act on the Request by BBV Texas Development, L.L.C., on Behalf of Kayasa Family, Ltd., for Approval of a Request to Rezone Approximately 45.82 Acres from "PD" - Planned Development District and "CC" - Corridor Commercial Overlay District to "PD" - Planned Development District and "CC" - Corridor Commercial Overlay District, Generally to Allow for Commercial Uses, Located on the Northeast Corner of Lake Forest Drive and U.S. Highway 380 (University Drive). Senior Planner Brandon

Opiela gave the staff report and stated that the applicant is requesting to rezone 18.123 acres for office uses with the additional use of nursing home (currently zoned for commercial, office and townhome uses) and 27.698 acres for commercial uses (currently zoned office and commercial uses). Mr. Opiela stated that the applicant is proposing to remove the 3 acre townhome area to the north and reconfiguring to office on the northern 1/3 of the property and commercial on the southern 2/3 of the property. The applicant has also requested that the maximum building height for the office portion adjacent to the residential property to the north to be restricted to 3 stories. Mr. Opiela stated that the applicant has requested that the office zoning, adjacent to the residential property on the north, allow the additional use of nursing home or rest home for a skilled nursing facility. Staff does not anticipate any negative impacts on surrounding properties from this rezoning request and recommends approval of the proposed rezoning request. Applicant Josh Prusak, 6000 Eldorado Parkway, Frisco, was available for questions and there were none. Mayor Loughmiller called for public comment and there was none. Council unanimously approved the motion by Council member Kever, seconded by Council member Day, to approve an Ordinance rezoning approximately 45.82 acres from "PD" - Planned Development District and "CC" - Corridor Commercial Overlay District to "PD" - Planned Development District and "CC" - Corridor Commercial Overlay District, generally to Allow for Commercial Uses, Located on the Northeast Corner of Lake Forest Drive and U.S. Highway 380 (University Drive), with the following special ordinance provisions: Use and development of Tract 1 (18.123 acres) of the subject property, more fully depicted on Exhibit B, shall conform to Section 146-88 "O" - Office District and Section 146-101 "CC" Corridor Commercial Overlay District of the Zoning Ordinance, and as amended, except as follows: maximum height of buildings be 3 stories, rest home or nursing home be an allowed

use, and use and development of Tract 2 (27.698 acres) of the subject property, more fully depicted on Exhibit B, shall conform to Section 146-86 "C" - Planned Center District and Section 146-101 "CC" Corridor Commercial Overlay District of the Zoning Ordinance, and as amended. Caption reads as follows:

ORDINANCE NO. 2012-08-037

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AMENDING ORDINANCE NO. 1270 OF THE CITY OF MCKINNEY, TEXAS; SO THAT AN APPROXIMATELY 45.82 ACRE PROPERTY, LOCATED ON THE NORTHEAST CORNER OF LAKE FOREST DRIVE AND U.S. HIGHWAY 380 (UNIVERSITY DRIVE), IS REZONED FROM "PD" – PLANNED DEVELOPMENT DISTRICT AND "CC" – CORRIDOR COMMERCIAL OVERLAY DISTRICT TO "PD" – PLANNED DEVELOPMENT DISTRICT AND "CC" – CORRIDOR COMMERCIAL OVERLAY DISTRICT, GENERALLY TO ALLOW FOR COMMERCIAL USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INJUNCTIVE RELIEF, PROVIDING FOR NO VESTED INTEREST; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

- 12-114Z3** Mayor Loughmiller called for a Public Hearing to Consider/Discuss/Act on the Request by Sanchez and Associates, on Behalf of TCI McKinney Ranch, Inc., for Approval of a Request to Rezone Approximately 20.87 Acres from "PD" - Planned Development District and "REC" - Regional Employment Center Overlay District to "PD" - Planned Development District and "REC" - Regional Employment Center Overlay District, Generally to Modify the Development Standards, Located on the Southwest Corner of Silverado Trail and McKinney Ranch Parkway, and Accompanying Ordinance. Senior Planner Michael Quint gave the staff report and stated that the applicant is requesting to rezone the property generally to modify the development standards. Mr. Quint stated that the applicant has proposed to modify the existing parking regulation from one enclosed parking space per unit with an additional half space per bedroom to a proposed requirement of one parking space per bedroom and 30 percent of those parking spaces must be enclosed plus an

additional half space per bedroom. Staff recommends approval with the special ordinance provisions listed in the staff report. Mayor stated that he attended a meeting with the surrounding homeowners. Mayor Loughmiller stated that everyone was in agreement with closing off the access points behind the multi-family and adjacent residential to avoid traffic, landscaping as well as screening, and the aesthetics of the building. Mayor stated that there were some that were not in agreement with the current zoning but were reasonable with what they have to deal with. Applicant, Mr. Levi Wild, 220 East Virginia Street, McKinney, stated that there was a typo on the presentation. He stated that the presentation shows 198 garages instead of the agreed 194 garages. He stated that the only vehicular access points would be off McKinney Ranch Parkway and that an ornamental wrought iron fence will be adjacent to the future single family residences along Silverado Parkway with enhanced landscaping for screening. Mr. Wild stated that all the spaces between the buildings on the multi-family will be screened with a series of staggered walls and landscaping. Mr. Wild stated as a replacement for the reduction in parking garages, they are adding five enhanced architectural features and amenities which include, a swimming pool, a fitness center, dog washing park with plumbing, and architectural façade off-sets and features. Mr. Quint stated that the current architectural requirement is less than what the applicant is proposing. Council member Harris stated that his concern is that the requirements are being negotiated and that he is not comfortable with the issue of trading garages for architectural standards. Mayor Loughmiller called for public comment and there were none. Council unanimously approved the motion by Mayor Pro-tem Ussery, seconded by Council member Day, to close the public hearing and approve the Ordinance rezoning approximately 20.87 acres from "PD" - Planned Development District and "REC" - Regional Employment Center Overlay District to

"PD" - Planned Development District and "REC" - Regional Employment Center Overlay District, generally to modify the development standards, located on the southwest corner of Silverado Trail and McKinney Ranch Parkway, with the following special ordinance provisions: use and development of the subject property shall conform to "PD" - Planned Development District Ordinance No. 2007-08-072 and "REC" - Regional Employment Center Overlay District, except as follows: the subject property shall be subject to the attached development regulations and with the following items agreed to by the applicant: all the spaces between the buildings on the multi-family units will be screened with landscaping, only 30% of the units shall require enclosed parking spaces or 194, whichever is more, and no vehicular access points will be allowed on the west side of the property. Caption reads as follows:

ORDINANCE NO. 2012-08-038

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AMENDING ORDINANCE NO. 2007-08-072 OF THE CITY OF MCKINNEY, TEXAS; SO THAT AN APPROXIMATELY 20.87 ACRE PROPERTY, LOCATED ON THE SOUTHWEST CORNER OF SILVERADO TRAIL AND MCKINNEY RANCH PARKWAY, IS REZONED FROM "PD" – PLANNED DEVELOPMENT DISTRICT AND "REC" – REGIONAL EMPLOYMENT CENTER OVERLAY DISTRICT TO "PD" – PLANNED DEVELOPMENT DISTRICT AND "REC" – REGIONAL EMPLOYMENT CENTER OVERLAY DISTRICT, GENERALLY TO MODIFY THE DEVELOPMENT STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INJUNCTIVE RELIEF, PROVIDING FOR NO VESTED INTEREST; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

Mayor Loughmiller called for Council and Manager Comments

Council member Harris complimented the City Manager on all the economic development projects that he reported on during the Work Session. Mr. Harris thanked all the applicants that attended the Boards and Commission interviews and that he is looking forward to the appointments later this month.

Council member Brooks stated that there are a lot of good things going on with the City. He thanked staff for all their work on the budget and the City Manager for his good leadership.

Mayor Pro-Tem Ussery thanked staff for what they do, day in and day out and top to bottom. Mr. Ussery commended the Planning department on the handling of the cases before council tonight. He stated that this year's Boards and Commission process is the most challenging with the amount of quality applicants.

Council member Kever stated that National Night Out is tomorrow evening and that she will not be able to participate this year since she will be in the process of moving her daughter to College Station.

Council member Day did not have any comments.

Council member Ricchi stated that staff is doing a great job for us. Mr. Ricchi complimented Executive Assistant Mona Robinson for the great job she does juggling the Council member schedules getting everyone where they need to be. He stated he drove from Cincinnati, Ohio to Florida recently and that it was really good to get back to McKinney. Mr. Ricchi thanked the Planning Department for a great job with the limited budget. Mr. Ricchi spoke about the North Texas Municipal Water District and the zebra mussel issue that will cost the participating cities about \$300 million for a new pipeline.

Mayor Loughmiller stated that tomorrow night will be the annual National Night Out and he will be attending some of the neighborhood events.

City Manager Gray had no comments.

Mayor Loughmiller called for Action on Executive Session Items

Council unanimously approved the motion by Council member Harris, seconded by Council member Brooks, to approve the settlement agreement with the Standard Pacific Group Corporation relative to the impact fee appeal on the Stone Hollow Subdivision.

Mayor Loughmiller called for Citizen Comments and there were none.

Mayor Loughmiller recessed the meeting into executive session at 7:08 p.m. per Texas Government Code Section 551.071 (2). Consultation with City Attorney on any Work Session, Special or Regular Session agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said items (as needed), Section 551.071 (1) (A). Litigation / Anticipated Litigation, Section 551.074 Personnel Matters, and Section 551.087 Discuss Economic Development Matter as

listed on the posted agenda. Mayor Loughmiller recessed to the open session at 8:00 p.m.

Council unanimously approved the motion by Council member Brooks, seconded by Mayor Pro-Tem Ussery, to adjourn. Mayor Loughmiller adjourned the meeting at 8:02 p.m.

BRIAN LOUGHMILLER
Mayor

ATTEST:

SANDY HART, TRMC, MMC
City Secretary

12-605



TITLE: Minutes of the Collin County Airport Development Corporation Meeting of
July 10, 2012

SUPPORTING MATERIALS:

[Minutes](#)

COLLIN COUNTY AIRPORT DEVELOPMENT CORPORATION

JULY 10, 2012

The Collin County Airport Development Corporation met in regular session in the Basement Conference Room, 5900 S. Lake Forest Drive, McKinney, Texas, on July 10, 2012 at 9:00 a.m.

CONSENT ITEMS

12-467 Minutes of the Collin County Airport Development Corporation Meeting of June 14, 2012

Board members unanimously approved the motion by Board Member Daniel Jones and seconded by Board Member Frederick Mowery to approve the minutes.

12-468 Financial Report. Budget Director Jason Cooley reviewed the June financial report.

12-469 City Report. Deputy City Manager Joe Williams updated members on the city marketing requests for a new advertising agency and upcoming budget meetings. He commented that the Gateway Hotel project was moving along and could start construction by the end of the year.

12-470 Marketing Report. Board Member Fritz Mowery stated that the airport's new web site was scheduled to go live in August. He opened the discussion on the proposed First Landing event concept with a handout on ideas. The event is scheduled for Thursday, July 26, 2012 when the new runway opens.

12-471 Business Development Report. Board Secretary Mark David distributed a draft of a proposed GA Terminal Complex Decision and Actions paper outlining process, costs, timelines and proposed funding sources.

12-472 MEDC Report. Vice President Abby Liu updated members on various events and projects that they are working on.

12-473 Cutter Aviation Report. Mike Livezey reported that second quarter fuel

volumes were down compared to the first three months of the year. They have been hiring new employees and have a total of five pilots to handle their growing charter business. Ken Wiegand told the board that fuel sales may be down, but operations continue to increase.

12-474 Airport Executive Director Report. Executive Director Ken Wiegand updated members on the runway's progress with a date of July 26, 2012 for opening the new runway to traffic. He reviewed the schedule for the RFQs for an engineer of record as well as for a design/build team for a new proposed terminal complex. He distributed a handout with budget/funding proposals and land acquisition maps for the terminal complex. Ken will be visiting the state aviation director and his staff at TxDOT Aviation on July 17, 2012 to discuss terminal complex funding. He has already visited with the FAA director in Ft. Worth regarding the project. Ken, as a board member, will be attending the FAA Contract Tower Association conference and policy board meeting the end of July. Ken and Board Chairman Wroten will be briefing the Fairview Town Council on the Airport Layout Plan on August 7, 2012.

Chairman Wroten called for Citizen Comments. Mike Livezey inquired about the Gateway hotel project.

Chairman Wroten adjourned the regular meeting at 10:27 a.m. and convened into the Executive Session per Texas Government Code Section 551.072: Deliberation about Real Property: Airport Land Acquisition Projects: 11-03 and 12-01 and Section 551.087: Deliberation Regarding Economic Development Negotiations: Projects: 09-03, 10-03.

Chairman Wroten recessed into open session at 11:09 a.m. There being no action taken in Executive Session, the meeting was adjourned at 11:10 a.m.

Mark David, Secretary or
Andy Cowan, Vice-Chairman/Treasurer

12-571



TITLE: Minutes of the Historic Preservation Advisory Board Regular Meeting of May 3, 2012

SUPPORTING MATERIALS:

[Minutes](#)

HISTORIC PRESERVATION ADVISORY BOARD

MAY 3, 2012

The Historic Preservation Advisory Board of the City of McKinney, Texas met in regular session in the Council Chambers of the Municipal Building on Thursday, May 3, 2012 at 5:30 p.m.

Board Members Present: Chairperson Thomas McKissick, Edna Brown, Randy Hubbard, Bill Kent, Mark McReynolds, and Wes Shannon.

Board Member Absent: Vice-Chairperson Kimberly Smith

Staff Present: Historic Preservation Officer Guy Giersch, Administrative Assistant Terri Ramey, and Revenue Collections Customer Service Representative Twila Hubbard.

Chairperson McKissick called the meeting to order at 5:30 p.m. after determining a quorum was present.

Chairperson McKissick continued the agenda with the Consent Item. The Board unanimously approved the motion by Board Member Brown, seconded by Board Member Hubbard, to approve the following consent item:

**12-287 Minutes of the Historic Preservation Advisory Board
Regular Meeting of March 1, 2012**

END OF CONSENT

Chairperson McKissick continued the agenda with the Discussion Item.

12-288 Discuss the Historic Home Recognition Program.

The Historic Home Recognition Program's calendar and advertisement options were discussed by the Historic Preservation Advisory Board and Staff.

END OF DISCUSSION

There being no further business, Chairperson McKissick declared the meeting adjourned at 6:18 p.m.

THOMAS McKISSICK
Chairman

12-599



TITLE: Minutes of the McKinney Main Street Board Meeting of July 12, 2012.

SUPPORTING MATERIALS:

[Minutes](#)

McKinney Main Street
aka McKinney Downtown Business Re-Development Board

JULY 12, 2012

The McKinney Downtown Business Re-Development Board of the City of McKinney, Texas met in regular session at the McKinney Performing Arts Center, Encore Wire Room, 111 N. Tennessee Street, McKinney, Texas on July 12, 2012 at 8:30 a.m.

CALL TO ORDER

Board members present: Linda Fogg, Karen Dawkins, Bonnie Shafto, Jodi Ann LaFreniere, Jan Elwell, CoCo Good, Vice-Chair Jan Temples, Barry Shelton, Karen Klassen and Chairman Johnny Galyean.

Board members absent: Treasurer Jon Dell'Antonia, Molly Brewer and Rene Funderburgh.

Board staff present: Main Street Program Director, Ty Lake and Main Street Program Coordinator, Merry Caroline Canter.

Guest(s): Mayor Pro-Tem Travis Ussery, McKinney Arts Commission Chairwoman, Linda Spina, Assistant to the City Manager Aretha Harvey, City Administration Executive Assistant, Mona Robinson, local artist Jake Dobscha, Via Partnership Consultants Meredith McKinley and Todd W. Bressi.

CONSENT ITEMS

The Board unanimously approved the motion by Vice-Chair Temples, seconded by Ms. Dawkins, the following consent item.

12-485 Minutes of the McKinney Main Street Board Meeting of June 21, 2012

DISCUSSION ITEMS

12-486 Chairman / Vice Chairman Report - Board Captain Update

Chairman Galyean called for discussion on the Board Captains Updates.

Each Board Captain reported on their block.

12-487 Directors Report and Upcoming Events

Mrs. Lake briefly reviewed the success of the Red, White & BOOM! Hometown Parade and Car Show that took place in Downtown on July 4th. She also informed the board of upcoming events on the horizon for Downtown; HeartChase will take place on Saturday, August 18th, McKinney Oktoberfest on September 28th - 29th and Wish 100 on Saturday, October 6th. The Board discussed.

12-488 Review and Discuss Financials - Treasurer's Report - YTD Financials

No Report this month.

12-489 Liaison Reports - Downtown Property Owners - Chamber of Commerce - Conventions and Visitors Bureau - City of McKinney

Downtown Property Owners

Ms. Klassen gave a report on the Downtown Property Owners providing a brief update on new businesses coming into downtown. The Board discussed.

Chamber of Commerce

Mrs. LaFreniere gave a report on the Chamber of Commerce. Mrs. LaFreniere reported on the many happenings that are taking place at the Chamber, from the latest addition of the McKinney Magazine focusing on independent local businesses to the upcoming CEO Series featuring the President of the Dallas Stars to the Emerson Groundbreaking in the next few weeks. The Board discussed.

McKinney Conventions and Visitors Bureau

Mrs. Fogg gave a report on the McKinney Conventions and Visitors Bureau. Mrs. Fogg reported that the MCVB is still searching and interviewing for the MCVB Directors position and that Dee-Dee Guerra is the interim Director and is doing a great job.

City of McKinney

Mrs. Good gave a report on the City of McKinney. Mrs. Good announced that Money Magazine has been back recently taking pictures and interviewing many individuals around the city; you will remember that McKinney was ranked #5 in 2010, and it looks like we will be ranked in the top again for the 3rd time. They will be announcing in mid-August so please be on the lookout for that. She also mentioned that the new City of McKinney website will launch mid-August. Mr. Shelton reported that the Phase 2 of the Town Center Study, which is the infrastructure projects for North and South Kentucky Street and East Virginia Street,

are being discussed and you will start hearing more about it soon.

Mayor Pro Tem Ussery gave a brief Council report.

12-490 Discuss Public Art Master Plan

Chairman Galyean welcomed guests and thanked them for coming to present to the Main Street Board. Chairman Galyean introduced Chairwoman of the McKinney Arts Commission, Linda Spina and turned the discussion of the Public Art Master Plan over to her. Mrs. Spina communicated that The Arts Commission is currently in the early phase of this project and is engaging those with a special interest in Downtown McKinney to discuss a vision about public art, how a collection of public art can be developed that feels authentic to our community, and ideas about specific places or opportunities downtown. Mrs. Spina introduces consultants Meredith McKinley and Todd Bressi with Via Partnership whom then presented to the Board and discussed ideas about the Master Art Plan.

ADJOURN

Board members unanimously approved the motion made by Vice-Chair Temples, seconded by Chairman Galyean, to adjourn. Chairman Galyean adjourned the meeting at 9:42 a.m.

JOHNNY GALYEAN
Chairman

12-615



TITLE: Minutes of the Parks, Recreation and Open Space Advisory Board Meeting of July 12, 2012.

SUPPORTING MATERIALS:

[Minutes](#)

PARKS, RECREATION AND OPEN SPACE ADVISORY BOARD

JULY 12, 2012

The Parks, Recreation and Open Space Board met in regular session at the Parks, Recreation, and Open Space Conference Room, 1611 North Stonebridge Drive, McKinney, Texas on July 12, 2012 at 4:30 p.m.

Chairman David Clarke called the meeting to order at 4:30 p.m.

Board Members Present: Mike Arnold, Leslie Warren, Peter Bailey, Jay Ray, John McCaskill and David Clarke.

Board Member Absent: Chris McHale.

Staff Present: Parks, Recreation and Open Space Director Lemuel Randolph, Parks Maintenance Superintendent Tim White, Parks Development Superintendent Steve Brainerd, Recreation Superintendent Ryan Mullins, Senior Parks Planner Jenny Baker and Administrative Assistant Shalonda Hill.

CONSENT ITEMS

12-491 Minutes of the Parks, Recreation and Open Space Board Meeting of May 10, 2012.

On a motion by Board Member Bailey, seconded by Board Member McCaskill, the Board unanimously approved the May 10, 2012 minutes.

REPORTS

12-492 Division Reports.

DISCUSSION ITEMS

12-493 Discuss Public Input Meeting for Tom Allen Park Lighting.

Parks, Recreation and Open Space Director Randolph announced that a public input meeting will be held on Thursday, July 19, 2012, at 6 p.m. at the Gay Library to discuss lighting for the Tom Allen, Jr. Park.

CITIZEN COMMENTS

Chairman David Clarke adjourned the meeting at 5:45 p.m.

PROS ADVISORY BOARD MINUTES

July 12, 2012

PAGE 2

DAVID CLARKE
Chairman

12-484



TITLE: Minutes of the Planning and Zoning Commission Regular Meeting of June 26, 2012.

SUPPORTING MATERIALS:

[Minutes](#)

PLANNING AND ZONING COMMISSION

JUNE 26, 2012

The Planning and Zoning Commission of the City of McKinney, Texas met in regular session in the Council Chambers of the Municipal Building on Tuesday, June 26, 2012 at 6:30 p.m.

Commissioner Members Present: Chairman Robert S. Clark, Vice-Chairman Lance Lindsay, George Bush, Rick Franklin, Matt Hilton, and Larry Thompson.

Commission Member Absent: David Kochalka.

City Council Member Present: Don Day.

Staff Present: Interim Director of Planning Kevin Spath; Senior Planner Michael Quint; and Administrative Assistant Terri Ramey.

There were approximately seventeen guests present.

Chairman Clark called the meeting to order at 6:30 p.m. after determining a quorum was present.

Chairman Clark explained the format and procedures of the meeting, as well as the role of the Commission. He announced that some of the items considered by the Commission on this date would be only heard by the Planning and Zoning Commission and others could be forwarded on to City Council. Chairman Clark stated that he would advise the audience if the case will go on to City Council or be heard only by the Planning and Zoning Commission. He requested that applicants and Staff limit their remarks to ten minutes each and that guests limit their remarks to five minutes and speak only once. Chairman Clark explained that there is a timer located on the podium, and when one minute of the speaker's time is remaining, the light will switch from yellow to red and a buzzer will sound. He asked that everyone treat others with respect, be concise in all comments, and avoid over talking issues.

Commission Member Franklin stepped down during the consideration of the Consent Items, due to a possible conflict of interest.

The Commission approved the motion by Commission Member Bush, seconded by Vice-Chairman Lindsay, to approve the following Consent Items with a vote of 5-0-1, Commission Member Franklin abstained.

- 12-347 Minutes of the Planning and Zoning Commission Regular Meeting of May 8, 2012.**
- 12-457 Minutes of the Planning & Zoning Commission Regular Meeting of June 12, 2012.**
- 12-111PF Consider/Discuss/Act on the Request by Cross Engineering Consultants, Inc., on Behalf of LF Development Partners, L.P., for Approval of a Preliminary-Final Plat for Lots 1 and 2, Block A and Common Area A1 of the Craig Children Trust Addition, Approximately 7.28 Acres, Located on the Northeast Corner of Lake Forest Drive and Fieldcrest Drive.**

END OF CONSENT

Commission Member Franklin returned to the Council dais.

Chairman Clark continued the meeting with the Regular Items on the agenda.

- 12-118Z Conduct a Public Hearing to Consider/Discuss/Act on the Request by Cross Engineering Consultants, on Behalf of DFA, Ltd., for Approval of a Request to Rezone Approximately 3.20 Acres from "AG" - Agricultural District to "ML" - Light Manufacturing District, Located Approximately 370 Feet South of Wilmeth Road and on the West Side of State Highway 5 (McDonald Street).**

Mr. Michael Quint, Senior Planner for the City of McKinney, explained the proposed rezoning request. He stated that Staff recommends approval of the proposed rezoning request with the special ordinance provision as listed in the staff report.

Mr. Jon David Cross, 131 S. Tennessee St., McKinney, TX, concurred with the Staff Report.

Chairman Clark opened the public hearing and called for comments. There being none, the Commission unanimously approved the motion by Commission Member Thompson, seconded by Commission Member Franklin, to close the public hearing and recommend approval of the rezoning request as recommended by Staff.

Chairman Clark stated that the recommendation of the Planning and Zoning Commission will be forwarded to the City Council meeting on July 17, 2012.

- 12-106Z Conduct a Public Hearing to Consider/Discuss/Act on the Request by Billingsley Land No 2, L.L.C., on Behalf of 380 North / McKinney, L.L.C., for Approval of a Request to Rezone Approximately 376.81 Acres from "PD" - Planned Development District to "PD" - Planned Development District, Generally to Modify the Development Standards, Located on the South Side of County Road 123 (Future Bloomdale Road) and Approximately 5,600 Feet East of Custer Road.**

Mr. Michael Quint, Senior Planner for the City of McKinney, explained the proposed rezoning request. He stated that Staff recommends approval of the proposed rezoning request with the special ordinance provisions as listed in the staff report.

The applicant did not wish to make any comments.

Chairman Clark opened the public hearing.

Mr. Mike Kidd, 7290 Sleepy Hollow Rd., McKinney, TX, asked if this rezoning request would effect the proposed route of Wilmeth Road and if this request would change Tucker Hill's Development Plan. Chairman Clark suggested that Staff answer Mr. Kidd's questions after the public hearing was closed.

The Commission unanimously approved the motion by Vice-Chairman Lindsay, seconded by Commission Member Hilton, to close the public hearing.

Mr. Quint stated that the City of McKinney Engineering Department and property owners are still in discussion regarding the alignment of Wilmeth Road. He explained that Tucker Hill has modified their development plan and no longer intends to develop this property.

The Commission unanimously approved the motion by Vice-Chairman Lindsay, seconded by Commission Member Hilton, to recommend approval of the rezoning request as recommended by Staff.

Chairman Clark stated that the recommendation of the Planning and Zoning Commission will be forwarded to the City Council meeting on July 17, 2012.

12-114Z Conduct a Public Hearing to Consider/Discuss/Act on the Request by Sanchez and Associates, on Behalf of TCI McKinney Ranch, Inc., for Approval of a Request to Rezone Approximately 20.87 Acres from "PD" - Planned Development District and "REC" - Regional Employment Center Overlay District to "PD" - Planned Development District and "REC" - Regional Employment Center Overlay District, Generally to Modify the Development Standards, Located on the Southwest Corner of Silverado Trail and McKinney Ranch Parkway.

Mr. Michael Quint, Senior Planner for the City of McKinney, explained the proposed rezoning request. He stated that Staff recommends approval of the proposed rezoning request with the special ordinance provisions as listed in the staff report.

Commission Member Franklin asked if the proposed parking would be tucked under the units. Mr. Quint stated yes.

Commission Member Hilton stated that this would be the fourth multi-family development planned within a 1,000 foot radius. He asked if this project would cause any burdens on the school district, utilities, City services, etcetera. Mr. Quint did not believe that the concentration of uses would have any negative impact to the issues raised by Commission Member Hilton. He stated that multi-family uses are already permitted on this subject property.

Mr. Levi Wild, 220 E. Virginia St., McKinney, TX, concurred with the Staff Report.

Chairman Clark opened the public hearing.

Mr. Robert Baker, 3913 Tablestone Dr., McKinney, TX, distributed a petition opposing this request signed by some of the Brookstone property owners. He stated that they plan to have more signatures prior to the City Council meeting. Mr. Baker expressed concerns over this request only meeting 30% of the required enclosed parking for a multi-family use and felt they were requesting a decrease in parking to allow for a higher density of apartments on the property.

The Commission unanimously approved the motion by Commission Member Bush, seconded by Commission Member Thompson, to close the public hearing.

Commission Member Bush stated that he was in favor of the tuck-under parking for this project.

The Commission unanimously approved the motion by Commission Member Bush, seconded by Commission Member Franklin, to recommend approval of the rezoning request as recommended by Staff.

Chairman Clark stated that the recommendation of the Planning and Zoning Commission will be forwarded to the City Council meeting on July 17, 2012.

Commission Member Franklin stepped down during the consideration of Agenda Item 12-116Z, due to a possible conflict of interest.

12-116Z Conduct a Public Hearing to Consider/Discuss/Act on the Request by Abernathy, Roeder, Boyd & Joplin, on Behalf of McKinney Seven 31, L.P., for Approval of a Request to Rezone Approximately 41.63 Acres from "PD" - Planned Development District and "REC" - Regional Employment Center Overlay District to "PD" - Planned Development District and "REC" - Regional Employment Center Overlay District, Generally to Modify the Development Standards, Located on the Southwest Corner of Van Tuyl Parkway and Alma Road.

Mr. Michael Quint, Senior Planner for the City of McKinney, explained the proposed rezoning request. He stated that Staff recommends approval of the proposed rezoning request with the special ordinance provisions as listed in the staff report.

Chairman Clark asked Mr. Quint to briefly describe a pattern book. Mr. Quint stated that a pattern book is a modified set of regulations loosely based on a form-based code that addresses architectural design, parking, land-use, building set-backs, build-to lines, etcetera.

Mr. Robert Roeder, 1700 Redbud Blvd, Suite # 300, McKinney, TX, concurred with the Staff Report.

Commission Member Bush asked about the timeline for the project. Mr. Roeder explained that phase one of the project should be completed within 30 months of the zoning request being approved by City Council. He stated that subsequent phases would follow and that the development on this subject property should be built out by 2019.

Commission Member Bush asked for clarification on phase one of the project. Mr. Roeder stated that it will be on Parcel A shown on the proposed Open Space Master Concept Plan, located at the northwest corner of Henneman Way and Alma Road.

Chairman Clark opened the public hearing and called for comments. There being none, the Commission approved the motion by Vice-Chairman Lindsay, seconded by Commission Member Bush, to close the public hearing and recommend approval of the rezoning request as recommended by Staff with a vote of 5-0-1, Commission Member Franklin abstained.

Chairman Clark stated that the recommendation of the Planning and Zoning Commission will be forwarded to the City Council meeting on July 17, 2012.

Commission Member Franklin returned to the Council dias.

Chairman Clark declared the meeting adjourned at 7:05 p.m.

ROBERT S. CLARK
Chairman



TITLE: Consider/Discuss/Act on a Resolution Readopting the City of McKinney Comprehensive Policy Statement on Economic Development and Community Redevelopment Incentives (Tax Abatement Policy)

DATE: August 21, 2012

DEPARTMENT: Administration

CONTACT: Jason Gray, City Manager

ITEM SUMMARY:

- State law requires that cities offering tax abatements adopt a tax abatement policy every two years.
- McKinney's policy was last readopted in August 23, 2010.
- A set of criteria and abatement standards are detailed in the policy, authorizing Council to grant a 25% abatement for certain projects from a one- to ten-year period, based upon the expected taxable valuation of the project. The policy also allows the Council to vary these standards on a case by case basis.
- No changes in the policy are proposed at this time.
- Changes may be made to the policy at any time after readoption by a $\frac{3}{4}$ majority of the Council.
- Staff is currently developing a more extensive Economic Incentive Policy for future consideration and adoption.

SPECIAL CONSIDERATIONS:

- No new tax abatement agreements may be entered into by the City until the policy is readopted.

FINANCIAL SUMMARY: None

BOARD OR COMMISSION RECOMMENDATION: N/A

SUPPORTING MATERIALS:

[Agenda item Summary](#)
[Resolution](#)
[2012 Tax Abatement Policy](#)



TITLE : Consider/Discuss/Act on a Resolution Readopting the City of McKinney Comprehensive Policy Statement on Economic Development and Community Redevelopment Incentives (Tax Abatement Policy)

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FINANCIAL SUMMARY: None

BOARD OR COMMISSION RECOMMENDATION: N/A

RESOLUTION NO. 2012-08-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY,
TEXAS, ADOPTING THE AMENDED CITY GUIDELINES AND CRITERIA
REGARDING TAX ABATEMENTS; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, the City has adopted a Comprehensive Policy Statement on Economic Development and Community Redevelopment Incentives; and

WHEREAS, the City of McKinney Policy Statement as amended represents the goals of the City's use of financial incentives for business; and

WHEREAS, the Texas Tax Code provides that guidelines and criteria regarding tax abatements are effective for two (2) years from the date they are adopted; and

WHEREAS, it is necessary that the City Council of the City of McKinney review its tax abatement guidelines and criteria in order to comply with the Tax Code.

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

Section 1. The tax abatement guidelines and criteria as amended for the City of McKinney are hereby adopted.

Section 2. These guidelines and criteria are effective for two (2) years from the date of the adoption of this Resolution.

Section 3. This Resolution takes effect immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 21st DAY OF AUGUST, 2012.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
BLANCA I. GARCIA
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

CITY OF MCKINNEY
COMPREHENSIVE POLICY STATEMENT ON ECONOMIC DEVELOPMENT AND
COMMUNITY REDEVELOPMENT INCENTIVES
(Adopted 8/21/12)

I. General Purpose and Objectives

The City of McKinney is committed to the promotion of high quality development in all parts of the City, and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the City of McKinney will, on a case by case basis, give consideration to providing tax abatement as a stimulus for economic development in McKinney. It is the policy of the City of McKinney that said consideration will be provided in accordance with the procedures and criteria outlined in this document.

According to Texas law, Property Redevelopment and Tax Abatement Act, V.T.C.A., Tax Code, Chapter 312, the City of McKinney may grant a tax abatement on the increment in value added to a particular property by a specific development proposal which meets the economic goals and objectives of the City. The tax abatement shall not apply to any portion of the inventory or land value of the project. Tax abatement may be offered on improvements to real property owned by the applicant and/or on new personal property brought to the site by the applicant. Projects which are developed involving leased real or personal property shall be governed under special terms and conditions which may be set forth in the agreement governing each specific tax abatement.

Tax abatement will not be ordinarily considered for projects which would be developed without such incentives unless it can be demonstrated that higher development standards or other development and community goals will be achieved through the use of the abatement.

Nothing herein shall imply or suggest that the City of McKinney is under any obligation to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis.

II. Criteria for Tax Abatement

Any request for tax abatement shall be reviewed by the Joint Committee on Tax Abatement. In the event that a meeting of the Joint Committee on Tax Abatement cannot be convened in the timeframe needed to submit an economic development proposal, the City Manager or his designee is authorized to draft a tax abatement proposal to the company requesting an incentive package, subject to later review and approval by the Joint Committee on Tax Abatement and the City Council. The Joint Committee on Tax Abatement shall be comprised of:

- Two elected officials from the City of McKinney, as appointed by the Mayor,
- Two elected officials from the McKinney Independent School District, as appointed by the President of the Board of Trustees, if the McKinney Independent School District currently participates in tax abatements,
- One elected official from Collin County, as appointed by the County Judge, if Collin County currently participates in tax abatements, and
- One elected official from the Collin County Community College Board of Trustees, as appointed by the President of the Board of Trustees, if the Collin County Community College currently participates in tax abatements.

The Joint Committee on Tax Abatement serves as a recommending body to the taxing entities regarding whether economic development incentives should be offered in each individual case.

Their recommendation shall be based upon a subjective evaluation of job creation, additional taxable value created, other incentives provided by the City of McKinney and the

McKinney Economic Development Corporation, length of time to recover value of all incentives provided through property taxes, and community impact. The applicant may be requested to address the following criteria in narrative format.

1. A breakdown of types and number of jobs along with total annual payroll in sufficient detail that wages per employee can be analyzed relative to existing average wage trends in the community.
2. A summary of real and personal property value added to the tax roll; direct sales tax generation from either purchases or sales by the applicant; community and applicant investment in infrastructure; projected annual facility generating budget; whether or not the applicant proposes new construction, rehab or reuse of existing buildings, or some combination. This information must be provided in sufficient detail to accommodate an analysis of the fiscal impact on the community.
3. Summarize relocated employees and where from along with projected employment from the local or regional labor market including any plans for enhancing local hired job skills and resultant wage earning capacity.
4. Describe project environmental impacts upon beginning operations to include air, noise, and water.

III. Value of Incentives

The subjective criteria outlined in Section II will be used by the Joint Committee on Tax Abatement in determining whether or not it is in the best interests of the affected taxing entities to recommend that tax abatement be offered to a particular applicant. Specific considerations will include the degree to which the individual project furthers the goals and objectives of the community, as well as the relative impact of the project.

Once a determination has been made that a tax abatement should be offered, the value and term of the abatement will be determined by referencing the following table:

Value of Structure, Payroll & Personal Property	Years of Abatement	Percent of Abatement
\$80,000,000	10	25%
70,000,000	9	25%
60,000,000	8	25%
50,000,000	7	25%
40,000,000	6	25%
30,000,000	5	25%
20,000,000	4	25%
10,000,000	3	25%
5,000,000	2	25%

An additional number of years of abatement or an increased percentage of abatement may be granted to a project, subject to negotiation with the City, if the applicant meets one (1) or more of the following criteria:

1. The applicant’s average wages for full-time employees exceeds the norm of McKinney wages within similar industry classifications by twenty (20) percent;
2. The applicant’s value of improvements to real property exceeds the norm of McKinney building values by twenty-five (25) percent;
3. The estimated value of personal property (furniture, fixtures, inventory and equipment, etc.) to be added to the tax roll exceeds by thirty-five (35) percent the per square foot value of the building;

4. The value of the land owned by the applicant is abnormally higher as compared to the value of the real property improvements with a threshold for such a land value being fifty (50) percent of the value of the real property improvements thereon;
5. The applicant is an existing business in the City of McKinney which is expanding its operations; for these expansions, the Joint Committee on Tax Abatement may also choose to consider an abatement based on threshold values of structure, payroll & personal property that are fifty (50) percent of the values listed in the chart above;
6. The applicant presents a plan consistent with that established by the Equal Employment Opportunity Commission for the hiring of local disadvantaged and underemployed persons in McKinney; and/or
7. The applicant meets certain unique circumstances as specified in the abatement agreement.
8. The applicant is located in or will locate in a state-designated enterprise zone within the City of McKinney and is designated by the State of Texas as an official enterprise zone project. Such applicants will be eligible for an additional five (5) percentage points of abatement over and above the abatement offered in the City's basic policy outlined above.
9. The proposed project uniquely and significantly contributes to economic development goals of the City of McKinney, and is expected to attract other significant economic development projects to the City.

On a case-by-case basis, the City Council and the Joint Committee may consider offering an alternate tax abatement percentage where a project significantly improves the tax base or supports or attracts other commercial/industrial projects.

Any tax abatement granted a project shall become effective on January 1 of the year following the issuance of a Certificate of Occupancy (CO) unless otherwise specified in the tax abatement agreement.

Any person, organization or corporation desiring that McKinney consider providing tax abatement to encourage location or expansion of operations within the city limits of McKinney shall be required to comply with the following procedural guidelines. Nothing within these guidelines shall imply or suggest that McKinney is under any obligation to provide tax abatement in any amount or value to any applicant.

Preliminary Application Steps

- A. Applicant shall complete "Application for Tax Abatement" form.
- B. Applicant shall submit a cover letter describing the project, its expected benefits to the community, other impacts on the community, any incentives requested or approved by the McKinney Economic Development Corporation, and any additional information pertinent to the project.
- C. Applicant shall prepare a plat showing the precise location of the property, and all roadways within 500 feet of the site.
- D. If the property is described by metes and bounds, a complete legal description shall be provided.
- E. Applicant shall complete all forms and information detailed in items A through D above and submit them to the Assistant City Manager, City of McKinney, Post Office Box 517, McKinney, Texas 75069-0517.

Application Review Steps

- F. All information in the application package detailed above will be reviewed for

completeness and accuracy. Additional information may be requested as needed.

- G. The application will be distributed to the appropriate City departments for internal review and comments. Additional information may be requested as needed.
- H. Copies of the complete application package and staff comments will be provided to the Joint Committee on Tax Abatement.

Consideration of the Application

- I. The Joint Committee on Tax Abatement will consider the application at a regular or called meeting(s). Additional information may be requested as needed.
- J. The recommendation of the Joint Committee on Tax Abatement will be forwarded, with all relevant materials, to the chief administrative officer of each taxing entity.
- K. The City Council of McKinney may consider a resolution calling for a public hearing to consider establishment of a reinvestment zone.
- L. The City Council of McKinney may hold the public hearing and determine whether the project is “feasible and practical and would be of benefit to the land to be included in the zone and to the municipality.”
- M. The City Council of McKinney may consider adoption of an ordinance designating the area described in the legal description of the proposed project as a commercial/industrial reinvestment zone.
- N. The City Council of McKinney may consider adoption of a resolution approving the terms and conditions of a contract between the City and the applicant governing the provisions of the tax abatement.
- O. The governing bodies of the McKinney Independent School District, Collin County and Collin County Community College may consider ratification of and participation in the tax abatement agreement between the City of McKinney and the applicant.

CITY OF MCKINNEY
COMPREHENSIVE POLICY STATEMENT ON ECONOMIC DEVELOPMENT AND
COMMUNITY REDEVELOPMENT INCENTIVES
(Adopted 8/21/12)

I. General Purpose and Objectives

The City of McKinney is committed to the promotion of high quality development in all parts of the City, and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the City of McKinney will, on a case by case basis, give consideration to providing tax abatement as a stimulus for economic development in McKinney. It is the policy of the City of McKinney that said consideration will be provided in accordance with the procedures and criteria outlined in this document.

According to Texas law, Property Redevelopment and Tax Abatement Act, V.T.C.A., Tax Code, Chapter 312, the City of McKinney may grant a tax abatement on the increment in value added to a particular property by a specific development proposal which meets the economic goals and objectives of the City. The tax abatement shall not apply to any portion of the inventory or land value of the project. Tax abatement may be offered on improvements to real property owned by the applicant and/or on new personal property brought to the site by the applicant. Projects which are developed involving leased real or personal property shall be governed under special terms and conditions which may be set forth in the agreement governing each specific tax abatement.

Tax abatement will not be ordinarily considered for projects which would be developed without such incentives unless it can be demonstrated that higher development standards or other development and community goals will be achieved through the use of the abatement.

Nothing herein shall imply or suggest that the City of McKinney is under any obligation to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis.

II. Criteria for Tax Abatement

Any request for tax abatement shall be reviewed by the Joint Committee on Tax Abatement. In the event that a meeting of the Joint Committee on Tax Abatement cannot be convened in the timeframe needed to submit an economic development proposal, the City Manager or his designee is authorized to draft a tax abatement proposal to the company requesting an incentive package, subject to later review and approval by the Joint Committee on Tax Abatement and the City Council. The Joint Committee on Tax Abatement shall be comprised of:

- Two elected officials from the City of McKinney, as appointed by the Mayor,
- Two elected officials from the McKinney Independent School District, as appointed by the President of the Board of Trustees, if the McKinney Independent School District currently participates in tax abatements,
- One elected official from Collin County, as appointed by the County Judge, if Collin County currently participates in tax abatements, and
- One elected official from the Collin County Community College Board of Trustees, as appointed by the President of the Board of Trustees, if the Collin County Community College currently participates in tax abatements.

The Joint Committee on Tax Abatement serves as a recommending body to the taxing entities regarding whether economic development incentives should be offered in each individual case.

Their recommendation shall be based upon a subjective evaluation of job creation, additional taxable value created, other incentives provided by the City of McKinney and the McKinney Economic Development Corporation, length of time to recover value of all incentives provided through property taxes, and community impact. The applicant may be requested to address the following criteria in narrative format.

1. A breakdown of types and number of jobs along with total annual payroll in sufficient detail that wages per employee can be analyzed relative to existing average wage trends in the community.
2. A summary of real and personal property value added to the tax roll; direct sales tax generation from either purchases or sales by the applicant; community and applicant investment in infrastructure; projected annual facility generating budget; whether or not the applicant proposes new construction, rehab or reuse of existing buildings, or some combination. This information must be provided in sufficient detail to accommodate an analysis of the fiscal impact on the community.
3. Summarize relocated employees and where from along with projected employment from the local or regional labor market including any plans for enhancing local hired job skills and resultant wage earning capacity.
4. Describe project environmental impacts upon beginning operations to include air, noise, and water.

III. Value of Incentives

The subjective criteria outlined in Section II will be used by the Joint Committee on Tax Abatement in determining whether or not it is in the best interests of the affected taxing entities to recommend that tax abatement be offered to a particular applicant. Specific

considerations will include the degree to which the individual project furthers the goals and objectives of the community, as well as the relative impact of the project.

Once a determination has been made that a tax abatement should be offered, the value and term of the abatement will be determined by referencing the following table:

Value of Structure, Payroll & Personal Property	Years of Abatement	Percent of Abatement
\$80,000,000	10	25%
70,000,000	9	25%
60,000,000	8	25%
50,000,000	7	25%
40,000,000	6	25%
30,000,000	5	25%
20,000,000	4	25%
10,000,000	3	25%
5,000,000	2	25%

An additional number of years of abatement or an increased percentage of abatement may be granted to a project, subject to negotiation with the City, if the applicant meets one (1) or more of the following criteria:

1. The applicant's average wages for full-time employees exceeds the norm of McKinney wages within similar industry classifications by twenty (20) percent;
2. The applicant's value of improvements to real property exceeds the norm of McKinney building values by twenty-five (25) percent;
3. The estimated value of personal property (furniture, fixtures, inventory and equipment, etc.) to be added to the tax roll exceeds by thirty-five (35) percent the per square foot value of the building;
4. The value of the land owned by the applicant is abnormally higher as compared to the value of the real property improvements with a threshold for such a land value being fifty (50) percent of the value of the real property improvements thereon;
5. The applicant is an existing business in the City of McKinney which is expanding its operations; for these expansions, the Joint Committee on Tax Abatement may also choose to consider an abatement based on threshold values of structure, payroll & personal property that are fifty (50) percent of the values listed in the chart above;
6. The applicant presents a plan consistent with that established by the Equal Employment Opportunity Commission for the hiring of local disadvantaged and underemployed persons in McKinney; and/or

7. The applicant meets certain unique circumstances as specified in the abatement agreement.
8. The applicant is located in or will locate in a state-designated enterprise zone within the City of McKinney and is designated by the State of Texas as an official enterprise zone project. Such applicants will be eligible for an additional five (5) percentage points of abatement over and above the abatement offered in the City's basic policy outlined above.
9. The proposed project uniquely and significantly contributes to economic development goals of the City of McKinney, and is expected to attract other significant economic development projects to the City.

On a case-by-case basis, the City Council and the Joint Committee may consider offering an alternate tax abatement percentage where a project significantly improves the tax base or supports or attracts other commercial/industrial projects.

Any tax abatement granted a project shall become effective on January 1 of the year following the issuance of a Certificate of Occupancy (CO) unless otherwise specified in the tax abatement agreement.

Any person, organization or corporation desiring that McKinney consider providing tax abatement to encourage location or expansion of operations within the city limits of McKinney shall be required to comply with the following procedural guidelines. Nothing within these guidelines shall imply or suggest that McKinney is under any obligation to provide tax abatement in any amount or value to any applicant.

Preliminary Application Steps

- A. Applicant shall complete "Application for Tax Abatement" form.
- B. Applicant shall submit a cover letter describing the project, its expected benefits to the community, other impacts on the community, any incentives requested or approved by the McKinney Economic Development Corporation, and any additional information pertinent to the project.
- C. Applicant shall prepare a plat showing the precise location of the property, and all roadways within 500 feet of the site.
- D. If the property is described by metes and bounds, a complete legal description shall be provided.
- E. Applicant shall complete all forms and information detailed in items A through D above and submit them to the Assistant City Manager, City of McKinney, Post Office Box 517, McKinney, Texas 75069-0517.

Application Review Steps

- F. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.
- G. The application will be distributed to the appropriate City departments for internal review and comments. Additional information may be requested as needed.
- H. Copies of the complete application package and staff comments will be provided to the Joint Committee on Tax Abatement.

Consideration of the Application

- I. The Joint Committee on Tax Abatement will consider the application at a regular or called meeting(s). Additional information may be requested as needed.
- J. The recommendation of the Joint Committee on Tax Abatement will be forwarded, with all relevant materials, to the chief administrative officer of each taxing entity.
- K. The City Council of McKinney may consider a resolution calling for a public hearing to consider establishment of a reinvestment zone.
- L. The City Council of McKinney may hold the public hearing and determine whether the project is “feasible and practical and would be of benefit to the land to be included in the zone and to the municipality.”
- M. The City Council of McKinney may consider adoption of an ordinance designating the area described in the legal description of the proposed project as a commercial/industrial reinvestment zone.
- N. The City Council of McKinney may consider adoption of a resolution approving the terms and conditions of a contract between the City and the applicant governing the provisions of the tax abatement.
- O. The governing bodies of the McKinney Independent School District, Collin County and Collin County Community College may consider ratification of and participation in the tax abatement agreement between the City of McKinney and the applicant.



12-638

TITLE: Consider/Discuss/Act on a Resolution Awarding a Contract to Red the Uniform Tailor for Police Uniforms

MEETING DATE: August 21, 2012

DEPARTMENT: Police Department
Purchasing Department

CONTACT: Randy Roland, Assistant Chief of Police
Erin Boddie, Contract Administrator, Purchasing Department
Lincoln Thompson, Contract Specialist, Purchasing Department

RECOMMENDED CITY COUNCIL ACTION:

- Approval of the attached Resolution.

ITEM SUMMARY:

- Bid opening of 12-19FP was held on April 19, 2012.
- Invitation to bid was advertised and specifications were made available via the internet.
- Total of four (4) bids were received.
- Recommended as best value bid is Red the Uniform Tailor of Lakewood, New Jersey.
- Other bidders did not provide the same design, style, and quality of material and workmanship required by the McKinney Police Department.

BACKGROUND INFORMATION:

- Red the Uniform Tailor has provided uniforms and satisfactory service to the McKinney Police Department for over 7 years.
- Contract shall commence on date of award and continue for a three (3) year period.

FINANCIAL SUMMARY:

- Funds will be encumbered as needed from the McKinney Police Department uniform account during this contract period.

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

[Agenda item Summary](#)

[Resolution](#)

[Bid Tab](#)



TITLE: Consider/Discuss/Act on a Resolution Awarding a Contract to Red the Uniform Tailor for Police Uniforms

MEETING DATE: August 21, 2012

DEPARTMENT: Police Department
Purchasing Department

CONTACT: Randy Roland, Assistant Chief of Police
Erin Boddie, Contract Administrator, Purchasing Department
Lincoln Thompson, Contract Specialist, Purchasing Department

RECOMMENDED CITY COUNCIL ACTION:

- Approval of the attached Resolution.

ITEM SUMMARY:

- Bid opening of 12-19FP was held on April 19, 2012.
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- Contract shall commence on date of award and continue for a three (3) year period.

FINANCIAL SUMMARY:

- Funds will be encumbered as needed from the McKinney Police Department uniform account during this contract period.

BOARD OR COMMISSION RECOMMENDATION:

- N/A

RESOLUTION NO. 2012-08-____ (R)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY,
TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A CONTRACT
FOR POLICE UNIFORMS**

WHEREAS, the City Council of the City of McKinney, Texas, has determined the need for police uniforms; and

WHEREAS, the City has received a proposal from Red the Uniform Tailor for police uniforms on an as needed basis.

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

Section 1. The City Council of the City of McKinney, Texas hereby accepts the bid of Red the Uniform Tailor for police uniforms on an as needed basis.

Section 2. The City Manager is authorized to execute a contract with Red the Uniform Tailor.

Section 3. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 21st DAY OF AUGUST, 2012.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
BLANCA I. GARCIA
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

City of McKinney
Bid Tabulation

Bid Name: Police Uniforms
Bid No.: 12-19FP
Bid Date: April 19, 2012

				GST Public Safety Supply Grand Prairie, TX				Red the Uniform Tailor Lakewood, NJ				Tyler Uniform Tyler, TX				Uniforms Inc Dallas, TX			
Item No.	DESCRIPTION	Est. Qty.	UNIT	Manufacturer	Item Number	UNIT PRICE	EXTENDED PRICE	Manufacturer	Item Number	UNIT PRICE	EXTENDED PRICE	Manufacturer	Item Number	UNIT PRICE	EXTENDED PRICE	Manufacturer	Item Number	UNIT PRICE	EXTENDED PRICE
1	Shirt, Men's & Women's																		
a	Short Sleeve	150	EA	Fechheimer	657W9286	65.95	9,892.50	Red the Tailor	7MCKINSS-RTUT	79.95	11,992.50	Fechheimer	57R8486Z	63.00	9,450.00	Fechheimer	54M54SS	58.95	8,842.50
	Does above price include custom tailoring/made to measure? If No, state additional charge per unit					21.00	3,150.00				0.00			15.00	2,250.00			??	0.00
b	Long Sleeve	125	EA	Blauer	8436	77.91	9,738.75	Red the Tailor	7MCKINLS-RTUT	89.95	11,243.75	Fechheimer	04W8486Z	73.00	9,125.00	Fechheimer	54M54LS	68.95	8,618.75
	Does above price include custom tailoring/made to measure? If No, state additional charge per unit					21.00	2,625.00				0.00			15.00	1,875.00			??	0.00
2	Trouser, Men's & Women's																		
a	Without Stripe	150	EA	Fechheimer	3933-96-S	79.95	11,992.50	Red the Tailor	MCKINTRS-RTUT	79.95	11,992.50	Fechheimer	47280	63.00	9,450.00	Fechheimer	54M54PT	69.95	10,492.50
	Does above price include custom tailoring/made to measure? If No, state additional charge per unit					15.00	2,250.00				0.00			15.00	2,250.00	Cost for taking in waist		10.00	1,500.00
b	With Stripe	50	EA	Gripflex	4242M	94.95	4,747.50	Red the Tailor	MCKINTRS1-RTUT	83.95	4,197.50	Fechheimer	47280	73.00	3,650.00	Fechheimer	54M54PT	82.95	4,147.50
	Does above price include custom tailoring/made to measure? If No, state additional charge per unit					0.00	0.00				0.00			15.00	750.00	Cost for taking in waist		10.00	500.00
3	Miscellaneous Items																		
a	Sergeant Chevrons, black	40	EA	Premier	218	2.95	118.00	Red the Tailor	7MCKINSGT-SILKING	1.25	50.00	Premier	219	2.00	80.00	Premier		3.00	120.00
b	Corporal Chevrons, black	40	EA	Premier	318	2.95	118.00	Red the Tailor	7MCKINCPL-SILKING	1.25	50.00	Premier	319	2.00	80.00	Premier		3.00	120.00
c	Tact Emblem	100	EA	Premier	E745	1.95	195.00	Red the Tailor	7MCKINTACT-SILKING	1.25	125.00	Premier	E745	2.50	250.00	Premier		3.00	300.00
d	Hash Marks	40	EA	Premier	M117-M617	3.13	125.20	Red the Tailor	HASH-GBLK-SILKING	1.00	40.00	Premier	M517	4.50	180.00	Premier		5.00	200.00
e	Shoulder Patches	600	EA	Classic		3.95	2,370.00	Red the Tailor	7MCKINEMB-SILKING	1.35	810.00	Joy Tree	TPMCK2000PD	1.65	990.00	Uniforms Inc		1.85	1,110.00
f	Additional Silver/Goldtone Buttons	200	EA	Waterbury	2737-10906 & 2737-11905	0.95	190.00			0.75	150.00	Waterbury		0.99	198.00	Waterbury		0.80	160.00
	Number of work days for DELIVERY?			30				45				Ten to fifteen				7			
	Exceptions Taken:															Proposal does not clearly state cost for custom tailoring/made to measure.			
TOTALS						47,512.45				40,651.25				40,578.00				36,111.25	



12-639

TITLE:

Consider/Discuss/Act on a Resolution Awarding a Contract to GST Public Safety, GT Distributors, and Tyler Uniforms for Police Uniform Accessories

MEETING DATE: August 21, 2012

DEPARTMENT: Police Department
Purchasing Department

CONTACT: Randy Roland, Assistant Chief of Police
Erin Boddie, Contract Administrator, Purchasing Department
Lincoln Thompson, Contract Specialist, Purchasing Department

RECOMMENDED CITY COUNCIL ACTION:

- Approval of the attached Resolution.

ITEM SUMMARY:

- Bid opening of 12-18FP was held on April 19, 2012.
- Invitation to bid was advertised and specifications were made available via the internet.
- Total of four (4) bids were received.
- The City reserves the right to award based upon individual line items, sections, or total bid.
- The best value for the City is achieved by awarding individual line items based on the attached Final Bid Tabulation Sheet, as follows:
- Line Item No. 4-5, 18-21, 31-35, 43, 46-48, 52-53, 68, 73-74, 78, 81, 89, 91-94, 99-100, 103-117, 119, 124, and 126-127 for an estimated annual total of \$42,172.75 awarded to GST Public Safety Supply.
- Line Item No. 1, 3, 6-10, 12-14, 17, 22, 24-28, 36, 38-42, 44-45, 54-67, 69-71, 83-87, and 120-123 for an estimated annual total of \$47,206.27 awarded to GT Distributors.
- Line Item No. 11, 15-16, 29-30, 49-51, 72, 75-77, 79-80, 82, 90, 95-98, 101-102, and 118 for an estimated total of \$13,424.00 awarded to Tyler Uniform.

BACKGROUND INFORMATION:

- Contract shall commence on date of award and continue for a three (3) year period.

FINANCIAL SUMMARY:

- Funds are available from various McKinney Police Department accounts during the contract period.

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

[Agenda Item Summary](#)

[Resolution](#)

[Bid Tab](#)



TITLE: Consider/Discuss/Act on a Resolution Awarding a Contract to GST Public Safety, GT Distributors, and Tyler Uniforms for Police Uniform Accessories

MEETING DATE: August 21, 2012

DEPARTMENT: Police Department
Purchasing Department

CONTACT: Randy Roland, Assistant Chief of Police
Erin Boddie, Contract Administrator, Purchasing Department
Lincoln Thompson, Contract Specialist, Purchasing Department

RECOMMENDED CITY COUNCIL ACTION:

- Approval of the attached Resolution.

ITEM SUMMARY:

- Bid opening of 12-18FP was held on April 19, 2012.
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BACKGROUND INFORMATION:

- Contract shall commence on date of award and continue for a three (3) year period.

FINANCIAL SUMMARY:

- Funds are available from various McKinney Police Department accounts during the contract period.

BOARD OR COMMISSION RECOMMENDATION:

- N/A

RESOLUTION NO. 2012-08-____ (R)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY,
TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A CONTRACT
FOR POLICE UNIFORM ACCESSORIES**

WHEREAS, the City Council of the City of McKinney, Texas, has determined the need for police uniform accessories; and

WHEREAS, the City has received proposals from GST Public Safety, GT Distributors, and Tyler Uniforms for police uniform accessories on an as needed basis.

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

Section 1. The City Council of the City of McKinney, Texas hereby accepts the bids of GST Public Safety, GT Distributors, and Tyler Uniforms for police uniform accessories on an as needed basis.

Section 2. The City Manager is authorized to execute contracts with GST Public Safety, GT Distributors, and Tyler Uniforms.

Section 3. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 21st DAY OF AUGUST, 2012.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
BLANCA I. GARCIA
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

City of McKinney Bid Name: Police Uniform Accessories																	
Bid Tabulation Bid No.: 12-18FP																	
Bid Date: April 19, 2012																	
			GST Public Safety Supply				GT Distributors					Tyler Uniform					
			Grand Prairie, TX				Austin, TX					Tyler, TX					
Item No.	DESCRIPTION	QTY	Manufacturer	Item Number	UNIT PRICE	Extra Charges / Custom Tailoring	Total Cost	Manufacturer	Item Number	UNIT PRICE	Extra Charges / Custom Tailoring	Total Cost	Manufacturer	Item Number	UNIT PRICE	Extra Charges / Custom Tailoring	Total Cost
1	Badge - Mounted Patrol - Gold for Campaign Hat	3	VHB	B687	\$ 73.05		\$ 219.15	Blackinton	B687	\$ 51.76		\$ 155.28	Blackinton	B687	\$ 74.00		\$ 222.00
3	Badge - Mounted Patrol - Silver for Campaign Hat	3	VHB	B687 - Rhodium	\$ 62.11		\$ 186.33	Blackinton	B687	\$ 46.47		\$ 139.41	Blackinton	B687	\$ 66.00		\$ 198.00
4	Badge - Cloth - Gold	200	Classic		\$ 1.95		\$ 390.00	No Bid	No Bid	No Bid		\$ -			\$ 3.00		\$ 600.00
5	Badge - Cloth - Silver	200	Classic		\$ 1.95		\$ 390.00	No Bid	No Bid	No Bid		\$ -			\$ 3.00		\$ 600.00
6	Side-Armor Tactical Equipment Bag	5	Uncle Mike's	5349-1*	\$ 57.50		\$ 287.50	Uncle Mike's	5349-1	\$ 37.82		\$ 189.10	Uncle Mike's	5249-1	\$ 53.00		\$ 265.00
7	Bars - Serving Since	35	VHB	J6	\$ 9.22		\$ 322.70	Blackinton	J-6	\$ 6.94		\$ 242.90	Blackinton	J-6	\$ 10.00		\$ 350.00
8	Batteries - 20 XP Flashlight	30		20170	\$ 42.19		\$ 1,265.70	Streamlight	20170	\$ 26.88		\$ 806.40	Streamlight	20170	\$ 39.00		\$ 1,170.00
9	Batteries - Stinger Flashlight	10	Streamlight	75175	\$ 18.52		\$ 185.20	Streamlight		\$ 11.79		\$ 117.90	Streamlight		\$ 18.00		\$ 180.00
10	Batteries - Ultra Stinger Flashlight	30	Streamlight	77175	\$ 33.02		\$ 990.60	Streamlight		\$ 21.03		\$ 630.90	Streamlight		\$ 31.00		\$ 930.00
11	Battery Charger - AC/DC Fast Charger 2.5 hr	6		75103	\$ 36.72		\$ 220.32	Streamlight	75103	\$ 40.81		\$ 244.86	Streamlight	75103	\$ 35.00		\$ 210.00
12	Belt - Duty - Inner - Velcro	50		99-x-2	\$ 30.71		\$ 1,535.50	Safariland	99-x-2	\$ 23.83		\$ 1,191.50	Safariland	99-x-2	\$ 36.00		\$ 1,800.00
13	Belt - Duty - Outer	50		94-x-2	\$ 61.79		\$ 3,089.50	Safariland	94-x-2	\$ 47.73		\$ 2,386.50	Safariland	94-x-2	\$ 72.00		\$ 3,600.00
14	Belt - Nylon Duty Belt	5		8100	\$ 18.40		\$ 92.00	Bianchi	8100	\$ 14.21		\$ 71.05	Bianchi	8100	\$ 22.00		\$ 110.00
15	Cord - Gold hat (Acorns)	3		CD-GD	\$ 7.50		\$ 22.50	No Bid	No Bid	No Bid		\$ -	Stratton	CD-GD	\$ 7.00		\$ 21.00
16	Cord - Silver hat (Acorns)	3		CD-SR	\$ 7.50		\$ 22.50	No Bid	No Bid	No Bid		\$ -	Stratton	CD-SR	\$ 7.00		\$ 21.00
17	Tactical Elbow Pads	25		EP300	\$ 15.47		\$ 386.75	Hatch	EP300	\$ 10.74		\$ 268.50	Hatch	EP300	\$ 16.00		\$ 400.00
18	Emblems - Negotiator rockers - subdued	5	Classic		\$ 1.95		\$ 9.75	No Bid	No Bid	No Bid		\$ -			\$ 3.00		\$ 15.00
19	Emblems - Tac Rockers	100	Classic		\$ 1.95		\$ 195.00	No Bid	No Bid	No Bid		\$ -	Tyler	E745	\$ 2.50		\$ 250.00
20	Emblems - Tac Rockers - subdued	100	Classic		\$ 1.95		\$ 195.00	No Bid	No Bid	No Bid		\$ -			\$ 2.50		\$ 250.00
21	Flashlight – Ultra Stinger w/AC fast charger	30	Streamlight	78014	\$ 141.33		\$ 4,239.90	Streamlight	78000	\$ 102.88		\$ 3,086.40	Streamlight		\$ 120.00		\$ 3,600.00
22	Flashlight Accessory - Traffic wand Ultra stinger	30	Streamlight	78903 - Red	\$ 6.75		\$ 202.50	Streamlight	78904	\$ 3.98		\$ 119.40	Streamlight		\$ 8.00		\$ 240.00
24	Goggles - Special Operations	10		8118	\$ 54.69		\$ 546.90	Blackhawk	8118	\$ 36.79		\$ 367.90	Blackhawk	8118	\$ 69.00		\$ 690.00
25	Model 700 Standard Nickel Handcuff	10		4710	\$ 28.28		\$ 282.80	Peerless	PE-4710	\$ 20.36		\$ 203.60	Peerless	PE-4710	\$ 30.00		\$ 300.00
26	Handcuff case - Leather	30		90-2HS	\$ 25.00		\$ 750.00	Safariland	90-2HS	\$ 19.31		\$ 579.30	Safariland	90-2HS	\$ 29.00		\$ 870.00
27	Accumold, Nylon, Covered Handcuff Case	5	Bianchi	7300*	\$ 16.43		\$ 82.15	Bianchi	7300	\$ 12.69		\$ 63.45	Safariland	4258-4BL-WEB	\$ 25.00		\$ 125.00
28	Handcuff case - Nylon Closed Top Cuff Case	5		8000	\$ 11.07		\$ 55.35	Bianchi	8000	\$ 8.55		\$ 42.75	Bianchi	8000	\$ 14.00		\$ 70.00

City of McKinney Bid Name: Police Uniform Accessories																	
Bid Tabulation Bid No.: 12-18FP																	
Bid Date: April 19, 2012																	
			GST Public Safety Supply				GT Distributors					Tyler Uniform					
			Grand Prairie, TX				Austin, TX					Tyler, TX					
Item No.	DESCRIPTION	QTY	Manufacturer	Item Number	UNIT PRICE	Extra Charges / Custom Tailoring	Total Cost	Manufacturer	Item Number	UNIT PRICE	Extra Charges / Custom Tailoring	Total Cost	Manufacturer	Item Number	UNIT PRICE	Extra Charges / Custom Tailoring	Total Cost
29	Hat bands - Police Gold	5	Premier	P8002	\$ 10.86		\$ 54.30	No Bid	No Bid	No Bid		\$ -			\$ 7.00		\$ 35.00
30	Hat bands - Police Silver	5	Premier	P8001	\$ 10.86		\$ 54.30	No Bid	No Bid	No Bid		\$ -			\$ 7.00		\$ 35.00
31	1-piece black leather hat strap	5	Stratton	ST-1P-BK	\$ 5.08		\$ 25.40	No Bid	No Bid	No Bid		\$ -	Stratton		\$ 7.00		\$ 35.00
32	3-piece black leather hat strap	5		ST-3P-BK	\$ 6.56		\$ 32.80	No Bid	No Bid	No Bid		\$ -	Stratton	ST-3P-BK	\$ 9.00		\$ 45.00
33	Hat - Straw Mounted Unit - Summer Campaign Style - Flat double brim version	2		S40DB	\$ 73.44		\$ 146.88	No Bid	No Bid	No Bid		\$ -	Stratton	S-40DB	\$ 80.00		\$ 160.00
34	Hat - Felt Mounted Unit - Campaign/MP Style - Long Oval	2		F40	\$ 108.59		\$ 217.18	No Bid	No Bid	No Bid		\$ -	Stratton	F-40	\$ 115.00		\$ 230.00
35	Hat - Uniform Double Post Round	10	Midway	5-Star	\$ 34.77		\$ 347.70	No Bid	No Bid	No Bid		\$ -	Midway		\$ 42.00		\$ 420.00
36	Helmet Face Shield - ProTech MultiHit Ballistic	5		702M	\$ 359.38		\$ 1,796.90	ProTech	PTA-702M	\$ 262.54		\$ 1,312.70	ProTech	PTA-702M	\$ 530.00		\$ 2,650.00
38	Helmet - Riot Duty Premier Crown 906 Nonballistic	10	No Bid	No Bid	No Bid		\$ -	Premier Crown	PC-9065	\$ 90.69		\$ 906.90	Premier	PC-9065	\$ 106.00		\$ 1,060.00
39	Holster - Leather - Level II, Plain, Glock 22	30		6280	\$ 127.87		\$ 3,836.10	Safariland	6280-83-6x	\$ 98.79		\$ 2,963.70	Safariland	6280-83-6x	\$ 124.00		\$ 3,720.00
40	Holster - Drop Leg with Pistol light - Level II, Glock 22	5		6004	\$ 145.36		\$ 726.80	Safariland	6004-831-12x	\$ 112.29		\$ 561.45	Safariland	6004-831-12x	\$ 170.00		\$ 850.00
41	Holster - Z2 Combat Light	5		V70	\$ 21.43		\$ 107.15	SureFire	V70	\$ 17.12		\$ 85.60	No Bid	No Bid	No Bid		\$ -
42	Holster - Nylon - Level II, Fine TAC, Glock 22	5		6280	\$ 82.50		\$ 412.50	Safariland	6280-83-13x	\$ 63.74		\$ 318.70	Safariland	6280-83-13x	\$ 110.00		\$ 550.00
43	Holster - Open-Top Paddle, Plain black,Glock 22, 23, 27	5		5181	\$ 24.29		\$ 121.45	No Bid	No Bid	No Bid		\$ -	Safariland	5181-83-6x	\$ 39.00		\$ 195.00
44	Holster - Fobus Paddle Holster for Large Frame Glock	5		GL2	\$ 24.00		\$ 120.00	Fobus	GL2	\$ 17.19		\$ 85.95	Fobus	GL2	\$ 33.00		\$ 165.00
45	Holster - Fobus Paddle Holster for Glock 26 / 27 / 33	5		GL26	\$ 24.00		\$ 120.00	Fobus	GL26	\$ 17.19		\$ 85.95	Fobus	GL26	\$ 29.00		\$ 145.00
46	Jacket – Patrol – TacShell Jacket – Black – 4660 zips in as liner – Two shoulder patches and one cloth badge	50		9820-60-11	\$ 309.06	\$ 6.00	\$ 15,753.00	No Bid	No Bid	No Bid		\$ -	No Bid	No Bid	No Bid		\$ -
47	Jacket – Patrol – SoftShell Fleece Jacket – Dark Navy with Royal Blue – Zips in as a liner for 9820 TacShell	50		4660	\$ 107.50	\$ 6.00	\$ 5,675.00	No Bid	No Bid	No Bid		\$ -	No Bid	No Bid	No Bid		\$ -
48	Jacket - Motorcycle - Black/Hi Vis Yellow - Sizes Small thru 5XL	6		9970-1	\$ 389.69		\$ 2,338.14	No Bid	No Bid	No Bid		\$ -	No Bid	No Bid	No Bid		\$ -
49	Jacket - Black Unlined Windbreaker (Raid Jacket)	10		J31	\$ 35.47	\$ 10.00	\$ 454.70	No Bid	No Bid	No Bid		\$ -	Dutyman	J31	\$ 36.00		\$ 360.00
50	Jacket - Black Lined for Cold Weather	5		HS3352	\$ 133.59		\$ 667.95	No Bid	No Bid	No Bid		\$ -	Horace Small	HS3352	\$ 125.00		\$ 625.00
51	Jacket - Black fleece zipper front with Dispatch Logo	20		1744A	\$ 20.16	\$ 10.00	\$ 603.20	No Bid	No Bid	No Bid		\$ -	Hartwell	1744A	\$ 30.00		\$ 600.00
52	Jumpsuit - Green Nomex Flight Suit	5	Atlenco	CWU 27/P	\$ 171.72	\$ 18.75	\$ 952.35	No Bid	No Bid	No Bid		\$ -	No Bid	No Bid	No Bid		\$ -
53	Keepers - Leather with hidden snaps	20		2311H	\$ 3.71		\$ 74.20	No Bid	No Bid	No Bid		\$ -	Dutyman	2311H	\$ 5.00		\$ 100.00
54	Bianchi 7406 AccuMold Belt Keeper 4-pack - nylon	20		7406-15635	\$ 9.29		\$ 185.80	Bianchi	BI-15635	\$ 7.17		\$ 143.40	Bianchi	BI-15635	\$ 13.00		\$ 260.00
55	Tactical Knee Pads	25		KP250	\$ 19.77		\$ 494.25	Hatch	KP250	\$ 13.98		\$ 349.50	Hatch	KP250	\$ 22.00		\$ 550.00

City of McKinney Bid Name: Police Uniform Accessories																	
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56	Lapel Mic for Moto - Tactical Ear Gadgets Hawk	20	Ear Phone	EP1323QR	\$ 99.95		\$ 1,999.00		EP1323QR	\$ 78.98		\$ 1,579.60	No Bid	No Bid	No Bid		\$ -
57	Case of 24 Def Tech No. 25 Reloads	24	No Bid	No Bid	No Bid		\$ -	Def Tech	8001	\$ 40.97	Haz-Mat Fees	\$ 983.28	No Bid	No Bid	No Bid		\$ -
58	Disposable Non-Reloadable Flash Bangs	24	No Bid	No Bid	No Bid		\$ -	Def Tech	8001NR	\$ 54.87	Haz-Mat Fees	\$ 1,316.88	No Bid	No Bid	No Bid		\$ -
59	Def Tech No. 23 12 Gauge Bean Bag Round	24	No Bid	No Bid	No Bid		\$ -	Def Tech	DT-3027	\$ 5.92	Haz-Mat Fees	\$ 142.08	No Bid	No Bid	No Bid		\$ -
60	Flameless Tri-Chamber "Indoor Gas"	24	No Bid	No Bid	No Bid		\$ -	Def Tech	DT-1032	\$ 36.80	Haz-Mat Fees	\$ 883.20	No Bid	No Bid	No Bid		\$ -
61	No. 4 Triple Charge Continuous Discharge Pyrotechnic Chemical Grenades	24	No Bid	No Bid	No Bid		\$ -	Def Tech	DT-1026-CS	\$ 42.66	Haz-Mat Fees	\$ 1,023.84	No Bid	No Bid	No Bid		\$ -
62	"Safe Smoke" - White	24	No Bid	No Bid	No Bid		\$ -	Def Tech	DT-1063	\$ 30.40	Haz-Mat Fees	\$ 729.60	No Bid	No Bid	No Bid		\$ -
63	"Crowd Control" Grenade	24	No Bid	No Bid	No Bid		\$ -	Def Tech	DT-1042	\$ 45.93	Haz-Mat Fees	\$ 1,102.32	No Bid	No Bid	No Bid		\$ -
64	Def Tech No. 22 12 Gauge Breaching Round	24	No Bid	No Bid	No Bid		\$ -	Def Tech	DT-3105	\$ 6.33	Haz-Mat Fees	\$ 151.92	No Bid	No Bid	No Bid		\$ -
65	Light - Z2 Combat	5	Surefire	Z2-S-BK-WB*	\$ 135.95		\$ 679.75	Surefire	Z2X-A-BK	\$ 92.46		\$ 462.30	No Bid	No Bid	No Bid		\$ -
66	TLR-1 Aluminum Tactical Light - Pistol Mounted (LED)	5		69110	\$ 136.41		\$ 682.05	Streamlight	69110	\$ 86.94		\$ 434.70	Streamlight	69110	\$ 135.00		\$ 675.00
67	8020 Magazine Pouch - Open Top Double - Nylon	20		31396	\$ 16.26		\$ 325.20	Bianchi	31396	\$ 12.56		\$ 251.20	Bianchi	31396	\$ 20.00		\$ 400.00
68	Magazine Holder, Snap-On, Open Top Double - Leather	30		079-83-6	\$ 21.26		\$ 637.80	Safariland	079-83-6	\$ 21.52		\$ 645.60	Safariland	079-83-6	\$ 27.00		\$ 810.00
69	7320 Magazine Pouch - Open Top Double - Nylon	10		18797	\$ 21.43		\$ 214.30	Bianchi	18797	\$ 16.54		\$ 165.40	Bianchi	18797	\$ 28.00		\$ 280.00
70	Salient Search Buddy Telescoping Pole with Acrylic Mirror	6	No Bid	No Bid	No Bid		\$ -	Salient	SAL-MR01	\$ 18.21		\$ 109.26	No Bid	No Bid	No Bid		\$ -
71	3" x 5/8" Name Bar	50		J2	\$ 8.95		\$ 447.50	Blackinton	J2	\$ 7.47		\$ 373.50	Blackinton	J2	\$ 10.00		\$ 500.00
72	Name strips - embroidered	20	GST		\$ 8.50		\$ 170.00	No Bid	No Bid	No Bid		\$ -			\$ 4.00		\$ 80.00
73	Six Pocket Wool Blend Trousers	10		8567	\$ 80.63		\$ 806.30	No Bid	No Bid	No Bid		\$ -	No Bid	No Bid	No Bid		\$ -
74	Taclite Pro Pant, Poly/Cotton Ripstop	5	5.11	74273*	\$ 41.77		\$ 208.85	No Bid	No Bid	No Bid		\$ -	5.11		\$ 49.00		\$ 245.00
75	Patches - Shoulder	500	Classic		\$ 3.95		\$ 1,975.00	No Bid	No Bid	No Bid		\$ -			\$ 1.65		\$ 825.00
76	Patches - Shoulder - subdued	200	Classic		\$ 3.95		\$ 790.00	No Bid	No Bid	No Bid		\$ -			\$ 1.65		\$ 330.00
77	Patch - Custom made - 2 x 4	50	Classic		\$ 3.95		\$ 197.50	No Bid	No Bid	No Bid		\$ -			\$ 3.00		\$ 150.00
78	Patch - Police - 2 x 4	50	Classic		\$ 2.95		\$ 147.50	No Bid	No Bid	No Bid		\$ -			\$ 5.00		\$ 250.00
79	Patch - Police - 4 x 11	50	Classic		\$ 5.95		\$ 297.50	No Bid	No Bid	No Bid		\$ -			\$ 5.00		\$ 250.00
80	Patches - Custom made - 2 x 11	30	Classic		\$ 4.95		\$ 148.50	No Bid	No Bid	No Bid		\$ -			\$ 4.00		\$ 120.00
81	Patch - Lettering added to 2 x 11	30	Classic		\$ 4.95		\$ 148.50	No Bid	No Bid	No Bid		\$ -			\$ 5.00		\$ 150.00

City of McKinney Bid Name: Police Uniform Accessories																	
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Item No.	DESCRIPTION	QTY	Manufacturer	Item Number	UNIT PRICE	Extra Charges / Custom Tailoring	Total Cost	Manufacturer	Item Number	UNIT PRICE	Extra Charges / Custom Tailoring	Total Cost	Manufacturer	Item Number	UNIT PRICE	Extra Charges / Custom Tailoring	Total Cost
82	Pins - Mounted Unit	5	No Bid	No Bid	No Bid		\$ -	No Bid	No Bid	No Bid		\$ -	Blackinton		\$ 12.00		\$ 60.00
83	Pepper spray 2.0 oz Stream	50		5039	\$ 10.88		\$ 544.00	Def Tech	5239 (1.47 oz.)	\$ 8.93		\$ 446.50	No Bid	No Bid	No Bid		\$ -
84	Pepper spray holder small - Leather	20		38-4-2HS	\$ 25.00		\$ 500.00	Safariland	38-4-2HS	\$ 19.31		\$ 386.20	Safariland	38-4-2HS	\$ 32.00		\$ 640.00
85	Nylon PatrolTek OC/Mace Spray Pouch	10		8007	\$ 11.07		\$ 110.70	Bianchi	8007	\$ 8.54		\$ 85.40	Bianchi	8007	\$ 15.00		\$ 150.00
86	Nylon Open Top OC/Mace Pouch	10		8008	\$ 9.47		\$ 94.70	Bianchi	8008	\$ 7.31		\$ 73.10	Bianchi	8008	\$ 13.00		\$ 130.00
87	Accumold Nylon Mace/OC Spray Holder	10	Bianchi	7307*	\$ 15.00		\$ 150.00	Bianchi	7307	\$ 11.58		\$ 115.80	Safariland	4271-3-4BL	\$ 14.00		\$ 140.00
89	Raincoat	20		447RC3M	\$ 61.86		\$ 1,237.20	No Bid	No Bid	No Bid		\$ -	Neese	447RC3M	\$ 62.00		\$ 1,240.00
90	Raincovers for Stratton F-40 Campaign Style Hats	2	Stratton	RC-MP	\$ 6.80		\$ 13.60	No Bid	No Bid	No Bid		\$ -			\$ 6.00		\$ 12.00
91	Raincovers for Patrol Caps with Visor Cover	20		P9008	\$ 3.05		\$ 61.00	No Bid	No Bid	No Bid		\$ -	Premier	P9008	\$ 5.00		\$ 100.00
92	French Blue Long Sleeve Polyester Shirt	10		8670	\$ 51.06		\$ 510.60	No Bid	No Bid	No Bid		\$ -	No Bid	No Bid	No Bid		\$ -
93	French Blue Short Sleeve Polyester Shirt	10		8675	\$ 47.03		\$ 470.30	No Bid	No Bid	No Bid		\$ -	No Bid	No Bid	No Bid		\$ -
94	Shirt - cool max s - 2XL	10		85R7086Z	\$ 51.61		\$ 516.10	No Bid	No Bid	No Bid		\$ -	Flying Cross	85R7086Z	\$ 52.00		\$ 520.00
95	Shirt - Polo w/logo	25	Outer Banks	OB11	\$ 17.92	\$ 17.50	\$ 885.50	No Bid	No Bid	No Bid		\$ -	Gildan	OB11	\$ 29.00		\$ 725.00
96	Shirt - Tactical Prof. Polo with Logo - short sleeve - Navy	125	5.11	41060	\$ 29.73	\$ 36.35	\$ 8,260.00	No Bid	No Bid	No Bid		\$ -	5.11		\$ 55.00		\$ 6,875.00
97	Shirt - Tactical Prof. Polo w/Dispatch Logo/Black & Khaki, French Blue, Burgundy	25		D100	\$ 17.17	\$ 36.35	\$ 1,338.00	No Bid	No Bid	No Bid		\$ -	Devon & Jones	D100	\$ 26.00		\$ 650.00
98	Shirt - Tactical Prof. Polo w/Dispatch Logo/Black & Khaki, French Blue, Burgundy	25		D100W	\$ 17.17	\$ 36.35	\$ 1,338.00	No Bid	No Bid	No Bid		\$ -	Devon & Jones	D100W	\$ 26.00		\$ 650.00
99	Shirt - Tactical Short Sleeve - Nylon, Dk Blue, ODGreen	25	5.11	71175*	\$ 41.77		\$ 1,044.25	No Bid	No Bid	No Bid		\$ -	5.11	71158	\$ 49.00		\$ 1,225.00
100	Shirt - Tactical Long Sleeve - Nylon, Dk Blue, ODGreen	25	5.11	72175*	\$ 41.77		\$ 1,044.25	No Bid	No Bid	No Bid		\$ -	5.11	72158	\$ 49.00		\$ 1,225.00
101	Short - men	5	Fechheimer	47330*	\$ 56.25		\$ 281.25	No Bid	No Bid	No Bid		\$ -	Fechheimer	UD49330	\$ 56.00		\$ 280.00
102	Short - women	5	Fechheimer	47330WT*	\$ 56.25		\$ 281.25	No Bid	No Bid	No Bid		\$ -	Fechheimer	UD49330-WT	\$ 56.00		\$ 280.00
103	Shoulder loop - sewn - black with red stripe on gold border	30	GST		\$ 3.00		\$ 90.00	No Bid	No Bid	No Bid		\$ -			\$ 4.50		\$ 135.00
104	Shoulder loop - sewn - Dallas Police blue with yellow stripes	20	GST		\$ 3.00		\$ 60.00	No Bid	No Bid	No Bid		\$ -	No Bid	No Bid	No Bid		\$ -
105	Shoulder loop - sewn - gold	20	GST		\$ 3.00		\$ 60.00	No Bid	No Bid	No Bid		\$ -			\$ 3.00		\$ 60.00
106	Shoulder loop - sewn - green	40	GST		\$ 3.00		\$ 120.00	No Bid	No Bid	No Bid		\$ -			\$ 3.00		\$ 120.00
107	Shoulder loop - sewn - red	10	GST		\$ 3.00		\$ 30.00	No Bid	No Bid	No Bid		\$ -			\$ 3.00		\$ 30.00
108	Shoulder loop - velcro - black with red stripe on gold border	10	GST		\$ 3.00		\$ 30.00	No Bid	No Bid	No Bid		\$ -			\$ 5.50		\$ 55.00

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109	Shoulder loop - velcro - Dallas Police blue with yellow stripes	10	GST		\$ 3.00		\$ 30.00	No Bid	No Bid	No Bid		\$ -	No Bid	No Bid	No Bid		\$ -			
110	Shoulder loop - velcro - gold	10	GST		\$ 3.00		\$ 30.00	No Bid	No Bid	No Bid		\$ -			\$ 4.50	\$ 45.00				
111	Shoulder loop - velcro - green	20	GST		\$ 3.00		\$ 60.00	No Bid	No Bid	No Bid		\$ -			\$ 4.50	\$ 90.00				
112	Shoulder loop - velcro - red	30	GST		\$ 3.00		\$ 90.00	No Bid	No Bid	No Bid		\$ -			\$ 4.50	\$ 135.00				
113	Stripes - Corporal - Gold	100	GST		\$ 2.95		\$ 295.00	No Bid	No Bid	No Bid		\$ -			\$ 4.50	\$ 450.00				
114	Stripes - Corporal - subdued	100	GST		\$ 2.95		\$ 295.00	No Bid	No Bid	No Bid		\$ -			\$ 4.50	\$ 450.00				
115	Stripes - Sergeant - Gold	100	GST		\$ 2.95		\$ 295.00	No Bid	No Bid	No Bid		\$ -			\$ 4.50	\$ 450.00				
116	Stripes - Sergeant - subdued	100	GST		\$ 2.95		\$ 295.00	No Bid	No Bid	No Bid		\$ -			\$ 4.50	\$ 450.00				
117	Sweater - Black button down - Dispatch logo	15		6300	\$ 31.25	\$ 10.00	\$ 618.75	No Bid	No Bid	No Bid		\$ -	A+	6300	\$ 42.00		\$ 630.00			
118	Sweatshirt - long sleeve - 1/4 zip	10	Jerzee	4528	\$ 23.50		\$ 235.00	No Bid	No Bid	No Bid		\$ -		4528	\$ 23.00		\$ 230.00			
119	Sweatshirt - long sleeve - pullover	10	Jerzee	562	\$ 9.39		\$ 93.90	No Bid	No Bid	No Bid		\$ -		562	\$ 10.00		\$ 100.00			
120	TASER X26 Yellow XDPM	20	No Bid	No Bid	No Bid		\$ -	TASER	26524 & 44952	\$ 844.95		\$ 16,899.00	No Bid	No Bid	No Bid		\$ -			
121	TASER Blade-Tech Tek-Lok Holster	20	No Bid	No Bid	No Bid		\$ -	TASER	AT-44952	\$ 32.95		\$ 659.00	No Bid	No Bid	No Bid		\$ -			
122	TASER X26 Extended Digital Power Magazine	50	No Bid	No Bid	No Bid		\$ -	TASER	AT-26701	\$ 38.95		\$ 1,947.50	No Bid	No Bid	No Bid		\$ -			
123	TASER M26/X26 Extra Penetration 25-Foot Cartridge	100	No Bid	No Bid	No Bid		\$ -	TASER	AT-44203	\$ 24.95		\$ 2,495.00	No Bid	No Bid	No Bid		\$ -			
124	Tie - Uniform - Black	20		90043	\$ 3.59		\$ 71.80	No Bid	No Bid	No Bid		\$ -	Samuel Boone	90043	\$ 5.50		\$ 110.00			
126	Vest - carrier	5		R20-D	\$ 119.14		\$ 595.70	Second Chance	TAC1 - Pocket	\$ 187.49		\$ 937.45			\$ 165.00	\$ 825.00				
127	Vest - Police Safety Vest, Hi-Vis Yellow, Black Trim, Lettering	20	Spiewak	S912	\$ 37.06	\$ 16.75	\$ 1,076.20	No Bid	No Bid	No Bid		\$ -			Fechheimer		\$ 47.00		\$ 940.00	
* = specified in bid as item offered as alternate to example			Provided three manufacturer references. (5.11 Tactical, Blauer Mfg., and Elbeco)					48 items	Provided 4 references. (Sugar Land PD, San Marcos PD, Fort Worth PD, and Amarillo PD.)					51 items	Failed to provide at least three references. (Only listed reference is McKinney PD.)					23 items
TOTAL OF ALL CONTRACTED ITEMS = \$102,803.02			Delivery of items will be made within <u>30</u> working days of receipt of purchase order.					\$ 42,172.75	Delivery of items will be made within <u>30-60</u> working days of receipt of purchase order.					\$ 47,206.27	Delivery of items will be made within <u>15-20</u> working days of receipt of purchase order.					\$ 13,424.00



12-640

TITLE: Consider/Discuss/Act on a Resolution Awarding a Contract to Concord Commercial Services for Professional Handy Man Services

MEETING DATE: August 21, 2012

DEPARTMENT: Building Operations

CONTACT: Hal Cranor, Executive Director of Public Works

RECOMMENDED CITY COUNCIL ACTION:

- Approval of the attached Resolution.

ITEM SUMMARY:

- Professional Handy Man Services contract shall supplement Facilities Maintenance staff on sheet rock, drop ceilings, minor flooring repairs/installs, light carpentry, light masonry, door installation/repairs and other tasks as needed on projects under \$24,999.
- Bid opening of 12-16SC was held on April 26, 2012.
- Invitation to bid was advertised and specifications were made available via the internet.
- Total of five (5) bids were received.
- Recommended as best value bid is Concord Commercial Services of Balch Springs, Texas.

BACKGROUND INFORMATION:

- Contract shall commence on date of award and continue for a one (1) year period with two (2) one year renewal options.

FINANCIAL SUMMARY:

- Funds will be encumbered as needed for the projects that may arise during this contract period.

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

[Agenda Item Summary](#)

[Resolution](#)

[Bid Tab](#)



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BOARD OR COMMISSION RECOMMENDATION:

- N/A

RESOLUTION NO. 2012-08-____ (R)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY,
TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A CONTRACT
FOR PROFESSIONAL HANDY MAN SERVICES**

WHEREAS, the City Council of the City of McKinney, Texas, has determined the need for professional handy man services to supplement Facilities Maintenance Department staff on sheet rock, drop ceilings, flooring repairs/installs, light carpentry, light masonry, door installation/repairs and other tasks as needed on projects under \$24,999; and

WHEREAS, the City has received a proposal from Concord Commercial Services for professional handy man services on an as needed basis.

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

Section 1. The City Council of the City of McKinney, Texas hereby accepts the bid of Concord Commercial Services for professional handy man services on an as needed basis.

Section 2. The City Manager is authorized to execute a contract with Concord Commercial Services.

Section 3. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 21st DAY OF AUGUST, 2012.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
BLANCA I. GARCIA
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

Proposal Name: Professional Handy Man Services

Proposal Number: 12-16SC

Proposal Responses Due: Thursday, April 26, 2012, 2:00 p.m.

Bidder	Hourly Labor Rate	Material Markup Percentage	Years in Business
Concord	\$ 28.50	16%	29
Millenia	\$ 35.50	15%	6
SFCC	\$ 47.00	12%	11
Standard Renewable Energy	\$ 60.00	30%	7
Tallent	\$ 40.00	15%	25



12-641

TITLE: Consider/Discuss/Act on a Resolution Awarding a Contract to Clifford Power Systems for Generator Maintenance

MEETING DATE: August 21, 2012

DEPARTMENT: Building Operations

CONTACT: Hal Cranor, Executive Director of Public Works

RECOMMENDED CITY COUNCIL ACTION:

- Approval of the attached Resolution.

ITEM SUMMARY:

- Bid opening of 12-17A-SC was held on July 12, 2012.
- Invitation to bid was advertised and specifications were made available via the internet.
- Total of four (4) bids were received.
- Recommended as best value bid is Clifford Power Systems of Garland, Texas.

BACKGROUND INFORMATION:

- Contract shall commence on date of award and continue for a one (1) year period with two (2) one year renewal options.

FINANCIAL SUMMARY:

- Funds will be encumbered as needed for Generator Maintenance during this contract period.

BOARD OR COMMISSION RECOMMENDATION: N/A

SUPPORTING MATERIALS:

[Agenda Item Summary](#)
[Resolution](#)
[Bid Tab](#)



TITLE: Consider/Discuss/Act on a Resolution Awarding a Contract to Clifford Power Systems for Generator Maintenance

MEETING DATE: August 21, 2012

DEPARTMENT: Building Operations

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FINANCIAL SUMMARY:

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BOARD OR COMMISSION RECOMMENDATION:

- N/A

RESOLUTION NO. 2012-08-____ (R)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY,
TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A CONTRACT
FOR GENERATOR MAINTENANCE**

WHEREAS, the City Council of the City of McKinney, Texas, has determined the need for generator maintenance; and

WHEREAS, the City has received a proposal from Clifford Power Systems for generator maintenance on an as needed basis.

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

Section 1. The City Council of the City of McKinney, Texas hereby accepts the bid of Clifford Power Systems for generator maintenance on an as needed basis.

Section 2. The City Manager is authorized to execute a contract with Clifford Power Systems.

Section 3. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 21st DAY OF AUGUST, 2012.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
BLANCA I. GARCIA
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

City of McKinney Bid Name: Generator Maintenance													
Bid Tabulation Bid No.: 12-17A-SC													
Bid Date: July 12, 2012													
		Clifford Power Systems Inc Garland, TX	Loftin Equipment Company Irving, TX			Stewart and Stevenson Dallas, TX			WPI (Waukesha-Pearce Industries) Grand Prairie, TX				
Item No.	DESCRIPTION	Annual Total	Power Wash Fee	Load Bank Quarterly	Annual Total	Power Wash Fee	Load Bank Quarterly	Annual Total	Power Wash Fee	Load Bank Quarterly	Annual Total	Power Wash Fee	Load Bank Quarterly
1	720 Pump Station 1meg	\$ 2,200.00	\$ 500.00	\$ 1,000.00	\$ 2,090.00	\$ 315.00	\$ 2,605.00	\$ 2,908.00	\$ 385.00	\$ 1,500.00	\$ 1,612.10	\$ 400.00	\$ 1,430.00
2	720 Pump Station 2meg	\$ 2,500.00	\$ 500.00	\$ 2,000.00	\$ 3,645.00	\$ 315.00	\$ 3,205.00	\$ 2,908.00	\$ 385.00	\$ 1,500.00	\$ 3,567.14	\$ 400.00	\$ 2,230.00
3	City Hall	\$ 700.00	\$ 375.00	N/A	\$ 810.00	\$ 225.00	N/A	\$ 1,540.00	\$ 275.00	N/A	\$ 784.49	\$ 120.00	N/A
4	County Communication Tower	\$ 550.00	\$ 175.00	N/A	\$ 700.00	\$ 225.00	N/A	\$ 1,476.00	\$ 110.00	N/A	\$ 599.95	\$ 120.00	N/A
5	Facilities Services Building A (Streets)	\$ 550.00	\$ 175.00	N/A	\$ 700.00	\$ 225.00	N/A	\$ 1,478.00	\$ 110.00	N/A	\$ 599.95	\$ 120.00	N/A
6	Facilities Services Building A (Water)	\$ 550.00	\$ 175.00	N/A	\$ 700.00	\$ 225.00	N/A	\$ 1,478.00	\$ 110.00	N/A	\$ 599.95	\$ 120.00	N/A
7	Facilities Services Building C & D	\$ 550.00	\$ 175.00	N/A	\$ 700.00	\$ 225.00	N/A	\$ 1,478.00	\$ 110.00	N/A	\$ 599.95	\$ 120.00	N/A
8	Fire Station 1 Wysong Central	\$ 700.00	\$ 375.00	N/A	\$ 785.00	\$ 225.00	N/A	\$ 1,596.00	\$ 275.00	N/A	\$ 749.64	\$ 120.00	N/A
9	Fire Station 2	\$ 550.00	\$ 175.00	N/A	\$ 660.00	\$ 225.00	N/A	\$ 1,476.00	\$ 110.00	N/A	\$ 572.80	\$ 120.00	N/A
10	Fire Station 3	\$ 550.00	\$ 175.00	N/A	\$ 660.00	\$ 225.00	N/A	\$ 1,478.00	\$ 110.00	N/A	\$ 558.20	\$ 120.00	N/A
11	Fire Station 4	\$ 550.00	\$ 175.00	N/A	\$ 660.00	\$ 225.00	N/A	\$ 1,478.00	\$ 110.00	N/A	\$ 558.20	\$ 120.00	N/A
12	Fire Station 5	\$ 550.00	\$ 175.00	N/A	\$ 660.00	\$ 225.00	N/A	\$ 1,478.00	\$ 110.00	N/A	\$ 572.80	\$ 120.00	N/A
13	Fire Station 6	\$ 550.00	\$ 175.00	N/A	\$ 660.00	\$ 225.00	N/A	\$ 1,558.00	\$ 110.00	N/A	\$ 588.90	\$ 120.00	N/A
14	Fire Station 7	\$ 700.00	\$ 375.00	N/A	\$ 785.00	\$ 225.00	N/A	\$ 1,596.00	\$ 275.00	N/A	\$ 741.26	\$ 120.00	N/A
15	Fire Station 8	\$ 700.00	\$ 375.00	N/A	\$ 725.00	\$ 225.00	N/A	\$ 1,596.00	\$ 275.00	N/A	\$ 741.26	\$ 120.00	N/A
16	Portable Generator	\$ 850.00	\$ 375.00	N/A	\$ 1,040.00	\$ 225.00	N/A	\$ 1,645.00	\$ 275.00	N/A	\$ 883.56	\$ 275.00	N/A
17	Maintenance Building	\$ 550.00	\$ 175.00	N/A	\$ 660.00	\$ 225.00	N/A	\$ 1,478.00	\$ 110.00	N/A	\$ 558.20	\$ 120.00	N/A
18	Municipal Courts	\$ 550.00	\$ 175.00	N/A	\$ 700.00	\$ 225.00	N/A	\$ 1,596.00	\$ 110.00	N/A	\$ 626.17	\$ 120.00	N/A
19	Public Safety Building	\$ 2,200.00	\$ 500.00	N/A	\$ 2,775.00	\$ 315.00	N/A	\$ 2,076.00	\$ 385.00	N/A	\$ 3,129.19	\$ 400.00	N/A
20	University Pump Station	\$ 2,500.00	\$ 500.00	\$ 5,000.00	\$ 3,770.00	\$ 315.00	\$ 3,255.00	\$ 3,591.00	\$ 385.00	\$ 8,940.00	\$ 3,617.59	\$ 400.00	\$ 4,950.00
21	Industrial Water Tower	\$ 550.00	\$ 175.00	N/A	\$ 660.00	\$ 225.00	N/A	\$ 1,558.00	\$ 110.00	N/A	\$ 557.41	\$ 120.00	N/A
22	Virginia Water Tower	\$ 550.00	\$ 175.00	N/A	\$ 660.00	\$ 225.00	N/A	\$ 1,558.00	\$ 110.00	N/A	\$ 557.41	\$ 120.00	N/A
23	Airport Tower	\$ 700.00	\$ 375.00	N/A	\$ 725.00	\$ 225.00	N/A	\$ 1,620.00	\$ 275.00	N/A	\$ 735.01	\$ 120.00	N/A
	Totals	\$20,900.00	\$ 6,525.00	\$ 8,000.00	\$25,930.00	\$ 5,535.00	\$ 9,065.00	\$40,644.00	\$ 4,620.00	\$11,940.00	\$24,111.13	\$ 4,035.00	\$ 8,610.00
	Grand Total	\$ 35,425.00			\$ 40,530.00			\$ 57,204.00			\$ 36,756.13		

City of McKinney Bid Name: Generator Maintenance		Clifford Power Systems Inc Garland, TX				Stewart and Stevenson Dallas, TX			
Bid Tabulation Bid No.: 12-17A-SC									
Bid Date: July 12, 2012									
			Loftin Equipment Company Irving, TX				WPI (Waukesha-Pearce Industries) Grand Prairie, TX		
1	Response Time:	2 - 4 hours	4 hours			2 hours	Less than 2 hours		
2	Hourly Rate for Repairs:	\$ 85.00	\$ 95.00		\$ 95.00	\$ 85.00			
3	Please indicate your percentage markup for any parts the City may wish to purchase for repairs:	20%	20%			10%	20%		
4	Indicate the total number of personnel dedicated to the execution of this contract:	Thirteen employees	Three employees			Fifteen employees	Nine employees		
5	Indicate the total number of personnel employed by this firm:	100 employees	96 employees			150 employees	520 employees		
6	Does bidder agree with the terms as specified in the minimum specifications?	Yes	Yes			Yes	Yes		



12-642

TITLE: Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute an Airport Administrative Office Lease Agreement

MEETING DATE: August 21, 2012

DEPARTMENT: Airport

CONTACT: Ken Wiegand, Airport Director

RECOMMENDED CITY COUNCIL ACTION:

- Authorize the City Manager to execute the lease agreement.

ITEM SUMMARY:

- The proposed lease renewal will provide leased office space for airport administration through July 31, 2015.

BACKGROUND INFORMATION:

- The City of McKinney owns the airport, but does not own a facility from which to manage day-to-day operations and maintenance.
- Airport administration leases 965 square feet of office space from McKinney Aviation 1, the terminal building owner.
- The lease rate increase is based on the Dallas Consumer Price Index.

FINANCIAL SUMMARY:

- Expiring lease rate \$27,027.00
- Renewed lease rate \$28,943.16
- Annual lease increase \$ 1,916.16

BOARD OR COMMISSION RECOMMENDATION:

- Recommend approval

SUPPORTING MATERIALS:

[Agenda Item Summary](#)
[Office Lease](#)
[Resolution](#)



TITLE: Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute an Airport Administrative Office Lease Agreement

MEETING DATE: August 21, 2012

DEPARTMENT: Airport

CONTACT: Ken Wiegand, Airport Director

RECOMMENDED CITY COUNCIL ACTION:

- Authorize the City Manager to execute the lease agreement.

ITEM SUMMARY:

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BACKGROUND INFORMATION:

- The City of McKinney owns the airport, but does not own a facility from which to manage day-to-day operations and maintenance.
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FINANCIAL SUMMARY:

- Expiring lease rate \$27,027.00
- Renewed lease rate \$28,943.16
- Annual lease increase \$ 1,916.16

BOARD OR COMMISSION RECOMMENDATION:

- Recommend approval

**MCKINNEY AIRPORT PROPERTIES, INC.
LEASE AGREEMENT**

This LEASE AGREEMENT (the "Lease"), made and entered into on the 1st of August 2012, Between McKinney Aviation 1 a Texas Corporation ("Landlord") and the City of McKinney, a Texas municipal corporation ("Tenant").

WITNESSETH:

1. DEFINITIONS

- (a) "Building" shall mean the structure commonly known as McKinney Aviation 1, Building.
- (b) "Premises" shall mean the suite of offices Suite 118 (Collin County Regional Airport Offices, 965.25 square feet) and Suite 119 (U.S. Customs Office, 340.5 square feet) consisting of approximately 1,306 square feet in the McKinney Aviation 1, Building.
- (c) "Base Rental" shall mean the sum of **\$28,943.16** per annum (such sum being \$29.99 per square foot multiplied by 965.25 and \$0.00 per square foot multiplied by 340.5) (subject to adjustment in accordance with the provisions of Paragraph 6 hereof) payable in equal monthly installments of **\$2,411.93** each.
- (d) "Commencement Date" shall mean August 1, 2012.
- (e) "Lease Term" shall mean the term commencing on the Commencement Date and continuing until 35 full months after the first day of the first full month following Commencement Date, unless sooner terminated as hereinafter provided.
- (f) "Common Areas" shall mean those devoted to corridors, elevator foyers, restrooms, mechanical rooms, janitorial closets, electrical and telephone closets, vending areas and other facilities provided on the particular floor for the common use or benefit of tenants generally and/or the public.
- (g) "Service Areas" shall mean those areas within the outside walls used for elevator mechanical rooms, building stairs, fire towers, elevator shafts, flues, vents, stacks, pipe shafts and vertical ducts (but shall not include any such areas for the exclusive use of any particular tenant such as special stairs or elevators).
- (h) "Net Rentable Area" as used herein, shall refer to (i) in the case of a single tenancy floor, all floor area measured from the inside surface of the outer glass or finished column or exterior wall of the Building to the inside surface of the opposite exterior wall excluding only the Service Areas plus an allocation of the square footage of the Building's elevator and mechanical rooms and ground floor lobby and (ii) in the case of a partial floor, all floor areas within the inside surface of the outer glass or finished column or exterior wall enclosing the portion of the Premises on such floor and measured to the mid-point of the walls separating areas leased by or held for lease to other tenants or from areas devoted to Common Areas, but including a proportionate part of the Common Areas located on such floor based upon the ratio which the tenant's Rentable Area (determined by excluding Common Areas) on such floor bears to the aggregate Net Rentable Area (determined by excluding Common Areas) on such floor, plus an allocation of the square footage of the Building elevator and mechanical rooms and ground floor lobby. No deductions from Net Rentable Area are made for columns or projections necessary to the Building. The Net

Rentable Area in the Premises has been calculated on the basis of the foregoing definition and is hereby stipulated for all purposes hereof to be the number of square feet specified in Paragraph 1 (b) hereof, whether the same should be more or less as a result of minor variations resulting from actual construction and completion and of the Premises for occupancy so long as such work is in accordance with the terms and provisions hereof.

I & j initially deleted

(k) "Project" shall mean the Land and the Building, the parking facilities, parking garage and other structures, improvements, landscaping, fixtures, appurtenances and other common areas now or hereafter placed, constructed or erected thereon.

(l) "Security Deposit": \$0.00.

(m) "Broker": -0-.

(n) "Building Standard Improvements" shall mean those improvements to the Premises, which Landlord shall agree to provide. "Building Grade" shall mean the type, brand and/or quality of materials Landlord designates from time to time to be the minimum quality to be used in the Building or the exclusive type, grade or quality of material to be used in the Building.

2. **LEASE TERM**

(a) This Lease shall continue in force during a period beginning on Commencement Date and continuing until the expiration of the Lease Term, unless this Lease is sooner terminated or extended to a later date under any other term or provision hereof.

3. **USE**

The Premises shall be used for any activity in connection with municipal airport management and any related municipal services. The area designated for the U.S. Customs office shall be used solely for that purpose. Landlord agrees to cooperate with Tenant in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises. Tenant agrees not to use or permit the use of the Premises for any purpose which is illegal or which, in Landlord's opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Building. All common areas and facilities shall be available to Tenant on a twenty-four (24) hour, seven (7) day per week basis.

4. **BASE RENTAL**

(a) Tenant agrees to pay during the Lease Term to Landlord, without any set off or deduction whatsoever, the Base Rental, and all of which are sometimes herein collectively called "rent" for the nonpayment of which Landlord shall be entitled to exercise all such rights and remedies as are herein provided in the case of the nonpayment of Base Rental. The annual Base Rental for each calendar year or portion thereof during the Lease Term together with any estimated adjustment thereto pursuant to Paragraph 6 hereof then in effect, shall be due and payable in advance, in twelve (12) equal installments of the first day of each calendar month during the initial term of Lease and any extensions or renewals thereof, and Tenant hereby agrees to pay such Base Rental to Landlord at Landlord's address provided herein (or at such other address as may be designated by Landlord in

writing from time to time) monthly, in advance, and without demand. If the term of this Lease commences on a day other than the first day of a month or terminates on a day other than the last day of a month, then the installments of Base Rental and any adjustments thereto for such month or months shall be pro-rated, based on the number of days in such month.

(b) Deleted

(c) Tenant has a 5-day grace period in which to pay Rent. On the sixth day of non-payment, and/or payment in full, a late charge of \$25.00 will be assessed. If in the event of delinquency of Rent continues past the 10th day after the due date, an additional \$5.00 late charge per day for a maximum of 30 days will be required prior to the Tenant becoming current.

5. Deleted

6. **SERVICES TO BE FURNISHED BY LANDLORD**

Landlord agrees to furnish Tenant while Tenant is occupying the Premises and is not in default hereunder the following services:

(a) Landlord, at Landlord's expense, shall furnish all utilities.

(b) Tenant shall have the right to draw electricity and other utilities from the existing utilities, at Landlord's expense, on the Premises. Tenant must provide written notice to Landlord prior to obtaining separate utility service from any utility company that will provide service to the Premises. Tenant shall furnish, at Tenant's expense, any phone or computer data lines. Tenant may install an alarm/security system compatible with Landlord's existing security system.

(c) Landlord will continue to provide the U.S. Customs Office (Suite 119) for no charge unless U.S. Customs chooses to expand or change locations at which time the lease will be renegotiated.

7. **IMPROVEMENTS TO BE MADE BY LANDLORD**

Except as otherwise provided all installations and improvements now or hereafter placed on the Premises other than Building Standard Improvements shall be for Tenant's account and at Tenant's cost.

8. **MAINTENANCE AND REPAIR OF PREMISES BY LANDLORD**

Except as otherwise expressly provided herein, Landlord shall not be required to make any repairs to the Premises. Tenant will repair any damage to the premises caused by tenant or its employees, agents, assigns, invitees or customers. Landlord shall be responsible for ordinary and regular maintenance.

9. **GRAPHICS AND DIRECTORY**

Landlord shall provide and install, all letters or numerals on doors in the Premises; all such letters and numerals shall be in the standard graphics for the Building and no others shall be used or permitted on the Premises without Landlord's prior written consent. All such letters and numerals shall remain the property of the Landlord.

10. **CARE OF THE PREMISES BY TENANT**

Tenant agrees not to commit or allow any waste to be committed on any portion of the Premises, and at the termination of this Lease agrees to deliver up the Premises to Landlord in as good condition as at the date of the commencement of the term of this Lease, ordinary wear and tear excepted.

11. **REPAIRS AND ALTERATIONS**

Landlord shall repair or replace any damage done to the Building, or any part thereof, caused by Tenant or Tenant's agents, employees, invites, or visitors. Tenant shall pay the cost thereof to Landlord on demand as additional rent. Tenant agrees with Landlord not to make or allow to be made any alterations to the Premises, install any vending machines on the Premises, or place signs on the Premises which are visible from outside the Premises, without first obtaining the written consent of Landlord in each instance, which consent may be withheld or may be given on such conditions as Landlord may elect. Any and all alterations to Premises shall become the property of Landlord upon termination of this Lease (except for movable equipment or furniture owned by Tenant). Landlord may, nonetheless, require Tenant to remove any and all fixtures, equipment and other improvements installed on the Premises. In the event that Landlord so elects, and Tenant fails to remove such improvements, Landlord may remove such improvements at Tenant's costs, and Tenant shall pay Landlord on demand the cost of restoring the Premises to Building standard.

12. **USE OF ELECTRICAL SERVICES BY TENANT**

Tenant's use of electrical services furnished by Landlord shall be subject to the following:

(a) Tenant's electrical equipment shall be restricted to that equipment which individually does not have a rated capacity greater than 1.5 kilowatts per hour or require voltage other than 120/208 volts, single phase. Tenant's lighting shall not have a designed load greater than an average of two (2) watts per square foot. Collectively, Tenant's equipment and lighting shall not have an electrical design load greater than an average of four (4) watts per square foot exclusive of copiers and printers.

(b) If Tenant's consumption of electrical services exceeds either the rated capacities and/or design loads specified in Paragraph 12 (a) hereof, then Tenant shall remove such equipment and/or lighting to achieve compliance within ten (10) days after receiving notice from Landlord. Or upon receiving Landlord's prior written approval, such equipment and/or lighting may remain in the Premises, subject to the following:

(i) Tenant shall pay for all costs of installation and maintenance of submeters, wiring, air conditioning and other items required by Landlord, in Landlord's discretion, to accommodate Tenant's excess design loads and capacities.

(ii) Tenant shall pay to the Landlord, upon demand, the cost of the excess demand and consumption of electrical service at rates determined by Landlord, which shall be in accordance with any applicable laws.

(iii) Landlord may, at its option, upon no less than thirty (30) days prior written notice to Tenant, discontinue the availability of such extraordinary utility service. If Landlord gives any such notice, Tenant will contract directly with the public utility for

supplying of such utility service to the Premises.

13. **PARKING**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord five (5) parking spaces at no charge to Tenant. Tenant may not increase or decrease such number of parking spaces without the prior written consent of Landlord. Tenant agrees to comply with such reasonable rules and regulations as may be promulgated from time to time for use of such parking facility, including, without limitation, rules and regulations requiring the parking of vehicles in designated spaces or areas to the exclusion of other spaces or areas. Parking spaces will be unassigned, provided that Landlord may at any time assign parking spaces. Tenant shall, if requested by Landlord, furnish to Landlord a complete list of the license plate numbers of all vehicles operated by Tenant, Tenant's employees and agents. Landlord shall not be liable for any damage of any nature whatsoever to, or any theft of, vehicles, or contents therein, in or about such parking facility.

14. **LAWS AND REGULATIONS**

Tenant agrees to comply with all applicable laws, ordinances, rules, and regulations of any government entity or agency having jurisdiction of the Premises.

15. **BUILDING RULES**

Tenant will comply with the reasonable rules of the Building adopted and altered by Landlord in good faith from time to time and will cause all its agents, employees, invites and visitors to do so; all changes to such rules will be provided by Landlord to Tenant in writing.

16. **ENTRY BY LANDLORD**

Tenant agrees to permit Landlord or its agents or representatives to enter into and upon any part of the Premises at all reasonable hours (and in emergencies at all times) to inspect the same, or to show the Premises to prospective purchasers, mortgages, tenants or insurers, to clean or make repairs, alterations or additions thereto, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.

17. **ASSIGNMENTS AND SUBLETTING**

(a) Tenant shall not assign, sublease, transfer, and encumber this Lease or any interest therein. Any attempted assignment or sublease by Tenant in violation of the terms and covenants of this paragraph shall be void.

(b) If Tenant requests Landlord's consent to an assignment of the Lease or subleasing of all or part of the Premises, Landlord shall have the option (without limiting Landlord's other rights hereunder) of terminating this Lease as to such portion of the premises upon thirty (30) days notice and of dealing directly with the proposed assignee or sub lessee, and, in the event of a subleasing of less than all of the Premises and a termination of this Lease as to such portion of the premises, then the rental and other charges hereunder shall be proportionately reduced. If Landlord should fail to notify Tenant in writing of its decision within thirty (30) day period after Landlord is notified in writing of the proposed assignment or sublease, Landlord shall be deemed to have refused to consent to any assignment or subleasing, and to have elected to keep this Lease in full force and effect.

(c) All cash or other proceeds of any assignment, sale or sublease of Tenant's

interest in this Lease, whether consented to by Landlord or not, shall be paid to Landlord notwithstanding the fact that such proceeds exceed the rentals called for hereunder, unless Landlord agrees to the contrary in writing, and Tenant hereby assigns all rights it might have or ever acquire in any such proceeds to Landlord. This covenant and assignment shall run with the land and shall bind Tenant and Tenant's heirs, executors, administrators, personal representatives, successors and assigns. Any assignee, sub lessee or purchaser of Tenant's interest in this Lease (all such assignees, sub lessee and purchasers being hereinafter referred to as "Successors"), by assuming Tenant's obligations hereunder shall assume liability to Landlord for all amounts paid to persons other than by Landlord by such Successor in consideration of any such sale, assignment or subletting, in violation of the provisions hereof.

18. **LIENS**

Tenant will not permit any mechanic's lien(s) or other liens to be placed upon the Premises or the Building and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Premises, or any part thereof, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any mechanics' or other liens against the Premises. In the event any such lien is attached to the Premises or the Building, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same without questioning the validity thereof. Tenant shall pay any amount paid by Landlord for any of the aforesaid purposes to Landlord on demand as additional rent.

19. **PROPERTY INSURANCE**

Landlord shall maintain fire and extended coverage insurance on the Building and the premises in such amounts as desired by Landlord. Such insurance shall be maintained at the expense of the Landlord and payments for losses thereunder shall be made solely to Landlord or the mortgages of Landlord as their interest shall appear or as they shall agree. Tenant shall maintain at its expense, in an amount equal to full replacement cost, fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises and in such additional amounts as are required to meet Tenant's obligations pursuant to Paragraph 23 hereof. Tenant shall, at Landlord's request from time to time, provide Landlord with current certificates of insurance evidencing Tenant's compliance with this Paragraph 19 and with Paragraph 20 hereof. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least ten (10) days prior to such expiration.

20. **LIABILITY INSURANCE**

Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the building with the premiums thereon fully paid on or before the due date, issued by and binding upon an insurance company approved by landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall not be required to maintain insurance against thefts within the Premises or the Building generally. Tenant's policy shall include coverage for fire legal liability.

21. **DELETED**

22. **WAIVER OF SUBROGATION RIGHTS**

Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises, or any improvements thereto, or the Building of which the Premises are a part or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause(s) which are insured against under the terms of the standard fire and extended coverage insurance policies referred to in paragraph 19 hereof, regardless of cause or origin, including negligence of the other party hereto, its agents, officers, or employees.

23. **CASUALTY DAMAGE**

If fire or other casualty thereof shall damage the Premises or any part, Tenant shall give prompt written notice thereof to Landlord. In case the Building shall be so damaged that substantial alteration or reconstruction of the building shall, in Landlord's sole opinion, be required (whether or not the premises shall have been damaged by such casualty), or in the event any mortgage of Landlord should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt, or in the event of any material uninsured loss to the Building, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after the date of such casualty. If Landlord does not thus elect to terminate this Lease, Landlord shall commence and proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord's obligation to restore shall not exceed the scope of the work required to be done by Landlord in originally constructing the Building and installing Building Standard Improvements in the Premises, nor shall Landlord be required to spend for such work an amount in excess of the insurance proceeds actually received by Landlord as a result of the casualty. When Landlord has restored the premises to Building Standard, Tenant shall complete the restoration of the Premises, including the reconstruction of all improvements in excess of Building Standard and the restoration of Tenant's furniture and equipment. All cost and expense of reconstructing the Premises to a level in excess of Building Standard shall be borne by Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except that, subject to the provisions of the next sentence, Landlord shall allow Tenant a fair diminution or abatement of rent during the time and to the extent the Premises are unfit for occupancy. If the Premises or any other portion of the Building are damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, employees, or invites, the rent hereunder shall not be diminished during the repair of such damage and Tenant shall be liable to Landlord for the cost of the repair and restoration of the Building caused thereby to the extent such cost and expense is not covered by insurance proceeds.

24. **CONDEMNATION**

If the whole or substantially the whole of the Building or the Premises should be taken for any public or quasi-public use, by right of eminent domain or otherwise or should be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Building or the premises is taken by the condemning authority. If less than the whole or substantially the whole of the Building or the Premises is thus taken or sold, Landlord (whether or not the premises are affected thereby) may terminate

this Lease by giving written notice thereof to Tenant, in which event this Lease shall terminate as of the date when physical possession of such portion of the Building or Premises is taken by condemning authority. If the Lease is not so terminated upon any such taking or sale, the Base Rental payable thereunder shall be diminished by an equitable amount or Tenant may terminate this Lease if the remaining space is inadequate for Tenant's purposes, and Landlord shall, to the extent Landlord deems feasible, restore the Building and Premises to substantially their former condition, but such work shall not exceed the scope of the work done by Landlord in originally constructing the Building and installing Building Standard Improvements in the Premises, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as compensation for such taking. All amounts awarded upon a taking of any part or all of the Building or Premises shall belong to the Landlord and Tenant shall not be entitled to and expressly waives all claims to any such compensation.

25. DAMAGES FROM CERTAIN CAUSES

Landlord shall not be liable to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or by any other cause beyond the reasonable control of Landlord. Nor shall Landlord be liable for any damage or inconvenience, which may arise through repair or alteration of any part of the Building or Premises, which is not attributable to Landlord's negligence.

26. EVENTS OF DEFAULT/REMEDIES

(a) The following events shall be deemed to be events of default by Tenant under this Lease: (i) Tenant shall fail to comply with any provision of this Lease or any other agreement between Landlord and Tenant including but not limited to the failure of Tenant to pay any monthly rental installment or any portion of the basic rental hereby reserved when due or any additional rental or other charges due hereunder all of which terms, provisions and covenants of which shall be deemed material; (ii) the leasehold hereunder demised shall be taken on execution or other process of law in any action against Tenant; (iii) Tenant shall fail to promptly move into and take possession of the Premises when the Premises are ready for occupancy or shall cease to do business in or abandon any substantial portion of the Premises; (iv) Tenant shall become insolvent or unable to pay its debts as they become due, or Tenant notified Landlord that it anticipates either condition; (v) Tenant take any action to, or notifies Landlord that it anticipates either condition; (v) Tenant take any action to, or notifies Landlord that Tenant intends to file a petition under any section or chapter of the National Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States of any State thereof; or a petition shall be filed against Tenant under any such statute or Tenant or any creditor of Tenant's notifies Landlord that it knows such a petition will be filed or Tenant notifies Landlord that it expects such a petition to be filed or (vi) a receiver or trustee shall be appointed for Tenant's leasehold interest in the Premises or for all or a substantial part of the assets of Tenant.

(b) Upon the occurrence of any event or events of default by Tenant, whether enumerated in this Paragraph or not, Landlord shall have the option to pursue any one or more of the following remedies or demand for possession whatsoever. (i) terminate this lease in which Tenant shall immediately surrender the Premises to Landlord; (ii) terminate Tenant's right to occupy the Premises and re-enter and take possession of the Premises (without terminating this Lease); (iii) enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease; and to the extent allowed under Texas law and the Texas Constitution, Tenant agrees to reimburse Landlord on demand for any

expense which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action; and (iv) exercise all other remedies available to Landlord at law or in equity, including, without limitation, injunctive relief of all varieties.

Landlord may, without prejudice to any other remedy which he may have for possession or arrearages in rent, expel or remove tenant and any other person who may be occupying said Premises or any part thereof. In addition, the provisions of Paragraph 29 hereof shall apply with respect to the period from and after the giving of notice of such termination to Tenant. All Landlord's remedies shall be cumulative and not exclusive. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

(c) This Paragraph 26 shall be enforceable to the maximum extent not prohibited by applicable law, and the unenforceability of any portion thereof shall not hereby render unenforceable any other portion.

27. **NOTICE AND CURE**

In the event of any act or omission by Landlord that would give Tenant the right to damages from Landlord or the right to terminate this Lease by reason of a constructive or actual eviction from all or part of the Premises or otherwise, Tenant shall not sue for such damages or exercise any such right to terminate until it shall have given written notice of such act or omission to Landlord and to the holder(s) of the indebtedness or other obligations secured by any mortgage or deed of trust affecting the Premises, and a reasonable period of time for remedying such act or omission shall have elapsed following the giving of such notice, during which time Landlord and such holder(s), or either of them, their agents or employees, shall be entitled to enter upon the Premises and do therein whatever may be necessary to remedy such act or omission. During the period after the giving of such notice and during the remedying of such act or omission, the Base Rental payable by Tenant for such period as provided in this Lease shall be abated and apportioned only to the extent that any part of the Premises shall be untenable.

28. **PEACEFUL ENJOYMENT**

Tenant shall, and may peacefully have, hold and enjoy the Premises, subject to other terms hereof, provided that Tenant pay the rent and other sums herein recited to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained. This covenant and any and all other covenants of Landlord shall be binding upon Landlord and its successors only with respect to breaches occurring during its or their respective periods of ownership of Tenant's interest hereunder.

29. **HOLDING OVER**

In the event of holding over by Tenant after expiration or other termination of this Lease or in the event Tenant continues to occupy the Premises after the termination of Tenant's right of possession pursuant to Paragraph 25 (b) (ii) hereof, Tenant shall, throughout the entire holdover period, pay rent equal to twice the Base Rental which would have been applicable had the term of this Lease continued through the period of such holding over by Tenant. No holding over by Tenant after the expiration of the term of this

Lease shall be construed to extend the term of this Lease.

30. **SUBORDINATION TO MORTGAGE**

Tenant accepts this Lease subject and subordinate to any mortgage deed or trust or other lien presently existing or hereafter arising upon the Premises, or upon the Building and to any renewals, refinancing and extensions thereof, and to zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the Premises, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Premises, or the Building and Tenant agrees upon demand to execute such further instruments subordinating this Lease or atoning to the holder of any such liens as Landlord may request. The terms of this Lease may be subject to approval by the Landlord's permanent lender(s), and such approval, if required by Landlord or such lender(s), shall be a condition precedent to Landlord's obligations hereunder. In addition, all leases of portions of the Building may, at Landlord's option be absolutely and unconditionally subordinate to such permanent lender(s)' mortgage; such lender(s) shall have discretion as to whether or not it shall enter an attornment and non-disturbance agreement with Tenant. In the event that Tenant should fail to execute any such instrument promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under the Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

31. **DELETED**

32. **ATTORNEY'S FEES**

In the event either party defaults in the performance of any of the terms of this Lease, the other party agrees to pay the prevailing party's reasonable attorneys' fees. The term "prevailing Party" means the party under Texas law who recovers damages over and above any settlement credits or insurance payment credits.

33. **NO IMPLIED WAIVER**

The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement herein, or to exercise any option, right power or remedy contained in the Lease shall not be construed as a waiver or as a relinquishment thereof for the future. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of rent due under this Lease shall be deemed to be other than on account of the earliest rent due hereunder, or portion thereof, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

34. **NOTICE**

Any notice in this Lease provided for must, unless otherwise expressly provided herein, be in writing and may, unless otherwise in this Lease expressly provided, be given or be served by depositing the same in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to an office of each party or by prepaid telegram, when appropriate, addressed to the party to be notified at the address stated in this lease or such other address, notice of which has been given to the other party. Notice deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) days after it is so deposited whether or not actually received.

35. **DELETED**

36. **SEVERABILITY**

If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

37. **RECORDATION**

Landlord and Tenant agree not to record this Lease or any memorandum hereof.

38. **PLACE OF PERFORMANCE; BINDING EFFECT**

(a) Tenant shall perform all covenants, conditions and agreements contained herein, including but not limited to payment of rent, in Collin County, Texas. Any suit arising from or relating to this Lease shall be brought in Collin County, Texas.

(b) All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law; and this Lease is declared to be a Texas contract, and all of the terms thereof shall be construed according to the laws of the State of Texas.

(c) This Lease shall be binding upon and inure to the benefits of the successors and assigns of Landlord, and shall be binding upon and inure to the benefit of Tenant, and with the prior written approval of Landlord, its successors and assigns.

39. **FORCE MAJEURE**

Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or any other cause whatsoever beyond the reasonable control of Landlord.

40. **TIME OF PERFORMANCE**

Except as expressly otherwise herein provided, with respect to all required acts of Tenant and Landlord, time is of the essence of this Lease.

41. **TRANSFERS BY LANDLORD**

Landlord shall have the right to transfer and assign, in whole or in part, all its rights

and obligations hereunder and in the Building and property referred to herein, and in such event and upon such transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations.

42. **LANDLORD'S MORTGAGE**

If the Building is at any time subject to a mortgage, deed of trust or other lien, then in any instance in which Tenant gives notice to Landlord alleging default by Landlord hereunder, Tenant will also simultaneously give a copy of such notice to each Landlord's mortgage (providing Landlord or Landlord's mortgage shall have advised Tenant of the name and address of Landlord's mortgagee) in writing and each Landlord's mortgagee shall have the right (but no obligation) to cure or remedy such default during the period that is permitted to Landlord hereunder, plus an additional period of fifteen (15) days, and Tenant will accept such curative or remedial action (if any) taken by Landlord's mortgagee with the same effect as if such action had been taken by Landlord.

43. **DELETED**

44. **DELETED**

45. **EFFECT OF DELIVERY OF THIS LEASE**

Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery hereof does not constitute an offer to Tenant or option. This Lease shall not be effective until copy executed by both Landlord and Tenant and is delivered to and accepted by Landlord.

46. **PARTIES BOUND**

This agreement shall be binding upon and inure to the benefit of the parties to this lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

47. **TEXAS LAW TO APPLY**

This agreement shall be construed under, and in accordance with the laws of the State of Texas, and all obligations of the parties created by this lease are performable in Collin County, Texas.

48. **PRIOR AGREEMENTS SUPERSEDED**

This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

49. **AMENDMENT**

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

50. **RIGHTS AND REMEDIES CUMULATIVE**

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

51. **EXHIBITS**

Exhibits A and B are attached hereto and incorporated herein and made a part of this Lease for all purposes.

—

IN TESTIMONY WHEREOF, the parties hereto have executed this Lease as of the date aforesaid.

Landlord: McKinney Aviation 1.
Cutter Aviation McKinney
Management Agent

Tenant: City of McKinney

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

RESOLUTION NO. 2012-08-____ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN MCKINNEY AVIATION 1 AND THE CITY OF MCKINNEY FOR AIRPORT ADMINISTRATION OFFICES AT COLLIN COUNTY REGIONAL AIRPORT

WHEREAS, the City Council of the City of McKinney, Texas intends to continue to manage Collin County Regional Airport; and,

WHEREAS, airport administration staff requires offices to operate from; and,

WHEREAS, McKinney Aviation 1 has offered to renew an office lease;

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

Section 1. The City Council of the City of McKinney, Texas authorizes the City Manager to execute an office lease with McKinney Aviation 1 at Collin County Regional Airport on behalf of the City of McKinney for 965.5 square feet in the passenger terminal building to office airport administrative staff.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 21st DAY OF AUGUST 2012.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
BLANCA I. GARCIA
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney



12-643

TITLE:

Consider/Discuss/Act on a Joint Resolution Supporting the Collin County Regional Toll Revenue (RTR) Transportation Projects

MEETING DATE: August 21, 2012

DEPARTMENT: Development Services/Engineering

CONTACT: Gary Graham, PE, PTOE, Transportation Engineering Manager

RECOMMENDED CITY COUNCIL ACTION:

- Authorize the City Manager's signature on the joint resolution prepared by Collin County.

ITEM SUMMARY:

- Collin County Commissioner Duncan Webb has requested an opportunity to make a presentation to the City Council regarding the process used by the County to prioritize a list of transportation projects that will be submitted to the Regional Transportation Council (RTC) for funding.
- Approval of this item will authorize the City Manager to execute a resolution prepared by Collin County regarding the prioritization of proposed RTR-funded transportation projects.
- The Collin County Commissioners Court has already approved the resolution and is now requesting the cities of Allen, Frisco, McKinney, Plano, Prosper, and Richardson to also sign the joint resolution.
- Approval of this joint resolution will:
 - Provide concurrence with the prioritization methodology
 - Provide concurrence with the prioritized project list
 - Request the RTC to accept the list
 - Request the RTC to approve funding for the projects as listed

BACKGROUND INFORMATION:

- In March of 2012, the McKinney City Council discussed roadway projects that were candidates for potential RTR funding and then adopted a resolution that

established the priority for the roadway projects.

- The top five projects from that list were then submitted to Collin County for evaluation using the following criteria developed by Collin County:
 - Amount of funding needed
 - Current stage of the project
 - Prioritization established by City
 - Current traffic volume
 - Current congestion level
 - Potential for economic development added by project
- The McKinney projects were compared to the transportation projects submitted by other cities and were ranked as follows:
 - Stacy Road - 4th
 - FM 546 (Engineering and ROW) - 6th
 - Virginia Parkway (US 75 to Mallard Lakes) - 16th
 - Virginia Parkway (Mallard Lakes to Ridge) - 19th
 - SH 5 Reconstruction - 35th
 - FM 546 Construction - 38th
- Because the conditions will change over time, the ranking will periodically be reviewed and reevaluated. Through this process, it is likely that some projects that are not currently on the list will be added while other projects may fall off of the list.

FINANCIAL SUMMARY:

- The City will be requested to contribute 20 percent matching funds for each McKinney project.

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

[Agenda Item Summary](#)
[County Resolution](#)
[County RTR Project Priority List](#)
[Presentation](#)



TITLE: Consider/Discuss/Act on a Joint Resolution Supporting the Collin County Regional Toll Revenue (RTR) Transportation Projects

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FINANCIAL SUMMARY:

- The City will be requested to contribute 20 percent matching funds for each McKinney project.

BOARD OR COMMISSION RECOMMENDATION:

- N/A

**A RESOLUTION OF THE COLLIN COUNTY COMMISSIONERS COURT
AND CITY COUNCIL OF THE CITIES OF ALLEN, FRISCO,
MCKINNEY, PLANO, PROSPER AND RICHARDSON, TEXAS,
SUPPORTING COLLIN COUNTY'S PRIORITIZATION OF PROPOSED
RTR FUNDED TRANSPORTATION PROJECTS**

On July 9, 2012, the Commissioners Court of Collin County Texas, met in regular session. During such session, the Court approved the prioritization of projects to be funded from available SH 121 Regional Toll Revenue accrued interest and savings as well as new SH 161 Regional Toll Revenue as included in the attached County's prioritization ranking spreadsheet.

WHEREAS, the Regional Transportation Council (RTC) allocated SH 121 Regional Toll Revenue (RTR) funds for transportation projects within Collin County, Texas; and

WHEREAS, interest has accrued to date and savings from existing SH 121 RTR projects has been identified;

WHEREAS, additional SH 161 Regional Toll Revenue Funding has been identified for Collin County;

WHEREAS, the Texas Department of Transportation and all of the cities of Collin County submitted projects for consideration and possible funding with RTR funds;

WHEREAS, all of the submitted projects were analyzed and ranked;

WHEREAS, it is the consensus of the members of the RTC representing cities of Collin County that the attached prioritization spreadsheet should be used as a guide to allocate additional RTR funding;

NOW, THEREFORE, BE IT RESOLVED BY THE COLLIN COUNTY COMMISSIONERS COURT AND CITY COUNCIL OF THE CITIES OF ALLEN, FRISCO, MCKINNEY, PLANO, PROSPER AND RICHARDSON TEXAS, THAT:

- 1. We approve the new and existing RTR projects being recommended for Regional Toll Revenue funding; and the methodology for approving same; and*
- 2. We request that the RTC honor this list and take action to approve funding for the projects as listed in the attached prioritization spreadsheet.*

Collin County, Texas

By: 

Name: Keith Self

Title: County Judge

Date: 7/24/12

City of Allen, Texas

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

ATTEST:

By:_____
Name:_____
Resolution No._____

City of Frisco, Texas

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

ATTEST:

By:_____
Name:_____
Resolution No._____

City of McKinney, Texas

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

ATTEST:

By:_____
Name:_____
Resolution No._____

City of Plano, Texas

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

ATTEST:

By:_____
Name:_____
Resolution No._____

Town of Prosper, Texas

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

ATTEST:

By:_____
Name:_____
Resolution No._____

City of Richardson, Texas

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

ATTEST:

By:_____
Name:_____
Resolution No._____

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: RTR Priority Projects – Engineering

On **July 9, 2012**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Keith Self
Matt Shaheen
Cheryl Williams
Joe Jaynes
Duncan Webb


County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of the attached RTR Priority Projects.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of the attached RTR Priority Projects. Same is hereby approved in accordance to the attached documentation.



ATTEST:


Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, T E X A S



Keith Self, County Judge



Matt Shaheen, Commissioner, Pct. 1



Cheryl Williams, Commissioner, Pct. 2



Joe Jaynes, Commissioner, Pct. 3



Duncan Webb, Commissioner, Pct. 4

COLLIN COUNTY TRANSPORTATION PRIORITY PROJECTS FOR RTR FUNDING	
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Matrix Total	PROJECT INFORMATION						MATRIX CRITERIA									Funding Gap	
	Agency	Roadway Name	Plimit From	Plimit To	Project Type	Letting Date	Funding Gap	Stage of Project	ADT	Congestion	Economic Development	Increased Mobility	Avail. Of Other Funds Matching \$	City Priority			
							Weight = 1x	Weight = 1.5x	Weight = 1x	Weight = 1x	Weight = 1x	Weight = 1x	Weight = 1x	Weight = 2x			
100	TXDOT	FM 2478	US 380	Stonebridge Dr.	Construction	2009									\$	1,005,000	
100	TXDOT	FM 3537	SH 289	FM 2478	Construction	2011									\$	8,000,000	
100	TXDOT	FM 455	US 75 NB Frontage Rd	SH 5	ROW/Utilities/Const	2013									\$	6,000,000	
100	TXDOT	SH 121	SH 5	E. of FM 455	ROW/Utilities/Const	2013									\$	20,600,000	
100	TXDOT	US 380	West of CR 608 in Farmersville	East of Floyd St	Construction	2011									\$	4,750,000	
100	TXDOT	US 75	North of Melissa Rd	FM 455	ROW/Util.	2015									\$	20,000,000	
100	TXDOT	US 75	SPUR 399 (SH 121 South)	Wilson Creek	Construction	2011									\$	3,000,000	
100	TXDOT	US 75	Telephone Road	North of Melissa Rd	Eng/ROW/Util.	2012									\$	12,000,000	
100	TXDOT	US 75	Wilson Creek	South of US 380	Construction	2011									\$	3,000,000	
100	TXDOT/ALLEN	Stacy Rd/FM 2786	E. of Angel Pkwy	FM 1378	ROW/Const	2012									\$	1,100,000	
100	TXDOT/MURPHY	FM 2551	FM 544	FM 2514	Construction	2011									\$	2,000,000	
100	TXDOT/PARKER	FM 2514	FM 2551	FM 1378	Construction	2014									\$	5,000,000	
100	TXDOT/PLANO	US 75	@ PGBT		Construction	2015									\$	18,000,000	
TXDOT TOTAL FUNDING GAP																\$	104,465,000
SAVINGS ON RTR PROJECTS																\$	27,134,873
TOTAL AMOUNT REQUESTED																\$	77,320,127
65	ALLEN	Exchange Parkway	US 75	Allen Heights	Eng/Const	2013	8	8	7	7	6	8	9	4	\$	3,120,000	
64	WYLIE/LUCAS	FM 1378	N. Parker Rd	S. Parker Road	ROW/Const	2013	7	8	4	8	7	8	8	5	\$	4,250,000	
63.5	RICHARDSON	Routh Creek Parkway/Infocom/Infocom	Renner/Plano Rd/US 75	Infocom/Routh Crk/DART Rail Line	Eng/Const	2013	5	9	6	6	9	7	7	5	\$	9,479,950	
63	MCKINNEY	Stacy Rd/FM 2786	Ridge Rd.	SH 121	Eng/Const	2012	9	10	7	6	5	7	6	4	\$	1,600,000	
62	FRISCO	FM 2478	SH 121	Stonebridge Drive	Engineering	2014	10	6	8	8	8	9	6	2	\$	983,000	
62	MCKINNEY	FM 546 Connector	SH 5	Airport Dr.	Eng/ROW	2014	6	6	6	6	9	8	8	5	\$	6,100,000	
61	PLANO	DNT	@ PGBT		Construction	2014	4	6	10	10	9	9	2	4	\$	15,000,000	
59.5	FRISCO	Dallas Parkway	SH 121	Eldorado Pkwy	Engineering	2015	8	5	8	8	7	9	6	3	\$	2,170,000	
59.5	LUCAS	West Lucas Road	FM 2551	FM 1378	Eng/ROW/Const	2013	9	9	5	5	7	7	3	5	\$	1,500,000	
59	FRISCO	Rockhill Road	CR 26	Preston Rd.	Construction	2012	8	8	3	4	6	8	10	4	\$	3,690,000	
59	PROSPER/CELINA	Frontier Parkway (CR5)	SH 289 (Preston Rd.)	DNT	Eng/ROW/Const	2014	6	6	4	4	9	9	8	5	\$	5,442,722	
58.5	PRINCETON	US 380	at Second Street (turn Lanes)		Eng/Const	2013	10	9	6	4	5	6	6	4	\$	350,000	
58	ANNA	US 75	at FM 455		Engineering	2014	8	6	2	7	8	7	7	5	\$	2,000,000	
57.5	RICHARDSON	East Infocom	Piano Road	Wyndham	Eng/Const	2013	6	9	6	6	8	7	7	2	\$	5,577,000	
56.5	LUCAS	West Lucas Road	@ FM 1378		Eng/ROW/Const	2013	10	9	5	6	4	7	3	4	\$	500,000	
56	MCKINNEY	Virginia Pkwy	Mallard Lks	US 75	Eng/ROW/Const	2012	6	10	7	8	5	7	6	1	\$	8,900,000	
56	MURPHY	Betsy Lane	North Murphy Road	McCreary Rd	Construction	2012	8	8	4	6	5	8	3	5	\$	3,200,000	
55.5	ALLEN/PARKER	FM 2551/Angel Parkway	FM 2514 (Parker Rd)	FM 2170 / Main St.	Eng/ROW/Utilities/Const	2016	3	5	5	7	7	9	7	5	\$	17,600,000	
55	MCKINNEY	Virginia Pkwy	Ridge Rd.	Mallard Lks.	Eng/Const	2014	8	6	7	7	5	7	6	3	\$	2,800,000	
55	PLANO	Misc. Intersection Improvements			Eng/Const	2012	8	10	4	7	5	8	6	1	\$	1,996,500	
55	FRISCO/PROSPER	US 380	CR 26	Custer	Construction	2014	5	6	7	5	8	9	6	3	\$	9,000,000	
54	WYLIE	McMilan Rd.	McCreary Rd.	FM 1378	Eng/ROW/Const	2013	5	8	4	5	6	6	8	4	\$	7,502,925	
52.5	LUCAS	FM 2170 (Estates Parkway)	FM 2551	FM 1378	Eng/ROW/Const	2013	9	9	2	5	7	7	3	3	\$	1,700,000	
52	LOWRY CROSSING	Bridge/farmer	@ US 380 (Turn Lanes)		Construction	2013	10	8	7	4	4	6	3	3	\$	1,000,000	
51.5	MELISSA	US 75	Melissa Rd.	Outerloop	Construction	2013	1	9	8	4	5	9	1	5	\$	72,137,739	
51.5	PRINCETON	Monte Carlo	@ FM 75 (Bridge and additonal paving)		Eng/Const	2013	10	9	3	3	4	7	5	3	\$	800,000	
51.5	SACHSE	Maxwell Creek Rd	Ranch Rd	City Limits	Eng/ROW/Const	2016	10	5	3	4	6	6	9	3	\$	241,346	
51	ST. PAUL	FM 2514	East of Lavon Parkway	Butchers Block	Construction	2014	6	6	4	5	6	9	2	5	\$	-	
50.5	SACHSE	Ranch Rd	Dewitt Rd.	Clearmeadow Ln.	Eng/ROW/Const	2016	9	5	2	3	6	6	9	4	\$	1,342,925	
49.5	ANNA	FM 455	SH 5 east to	SH 121	Eng/ROW/Utilities/Const	2013	6	9	4	4	7	6	7	1	\$	6,551,340	
49.5	ANNA	Ferguson Pkwy (CR 367)	FM 455 (W. White St)	Ratton Elementary School	Eng/ROW/Const	2013	10	9	2	3	5	5	9	1	\$	703,000	
49	WYLIE	Park Blvd.	FM 1378	City Limits	Eng/ROW/Const	2014	7	6	5	5	6	6	5	3	\$	3,470,000	
48.5	ANNA	US 75	Melissa Rd.	Grayson County Line	Eng/ROW/Utilities/Const	2013	1	9	8	4	7	6	1	4	\$	174,423,390	
48.5	MELISSA	US 75	Outer Loop	Grayson County Line	Eng/ROW	2025	4	1	8	9	6	9	1	5	\$	13,650,000	
48.5	MCKINNEY	SH 5 reconstruction	FM 546	US 380	Eng/Const	2015	3	5	7	7	7	6	7	2	\$	18,400,000	
48	ST. PAUL	FM 2514	FM 1378	East of Lavon Parkway	Eng/ROW/Const	2014	4	6	4	7	5	9	2	4	\$	15,942,825	
47.5	FARMERSVILLE	CR610/CR611 (Ext. Farmersville Parkway)	SH 78	US 380	Eng/ROW/Const	2015	6	5	1	2	9	5	7	5	\$	7,100,000	
47	MCKINNEY	FM 546 Connector	SH 5	Airport Dr.	Construction	2014	3	4	6	6	9	8	7	1	\$	19,000,000	
46	ALLEN	Ridgeview Drive	US 75	Alma Drive	Eng/ROW/Utilities/Const	2014	4	6	2	4	7	8	8	2	\$	12,600,000	
46	FRISCO	Coit Rd	U.S. 380	Panther Creek	Eng/Const	2014	7	6	1	4	6	7	10	1	\$	4,720,000	
45	PROSPER	Coit Road	First St.	FM 1461	Eng/Const	2014	6	6	3	4	7	7	7	1	\$	8,450,000	
44.5	LAVON	SH 205	in Collin county		Eng/ROW/Const	2016	2	5	4	6	5	9	1	5	\$	-	
44	LUCAS	FM 3286 (East Lucas Road)	at FM 1378		Eng/ROW/Const	2014	8	6	5	6	4	7	3	1	\$	2,500,000	
44	PARKER	Springhill Estates Drive	FM 2514 (Parker Rd)	Chaparral Drive	Construction	2013	6	8	3	4	4	7	2	3	\$	5,600,000	
43.5	PARKER	Lewis Lane	FM 2514 (Parker Rd)	Lucas Rd	Construction	2013	6	9	3	5	5	7	2	1	\$	6,400,000	
42	PROSPER	DNT Southbound Frontage Road	CR 5	US 380	Eng/Const	2014	3	6	3	4	9	3	7	2	\$	19,559,286	
42	PARKER	Chaparral Drive	Cottonwood Creek (Piano/Parker border)	Malone (Allen)	Construction	2013	6	8	3	4	4	7	2	2	\$	-	
42	PROSPER	Prosper Trail	SH 289	FM 2478	Eng/Const	2014	4	6	3	4	7	7	2	3	\$	12,750,000	
40.5	ROYSE CITY	FM 1138	SH 66 (in Rockwall CO)	CR 590	Eng/ROW/Const	2016	5	5	2	5	5	6	4	3	\$	-	
38.5	ROYSE CITY	FM 1777	SH 66 (in Rockwall CO)	IH 30 (in Rockwall CO)	Eng/ROW/Const	2016	5	5	1	3	6	6	4	3	\$	-	
37.5	CELINA	Collin County Outer Lop Seg 3a	From DNT	FM 2478	Eng/ROW/Const	2016	2	5	1	4	8	8	1	3	\$	41,800,000	
36	ALLEN	Ridgeview Drive	at US 75		Eng/ROW/Utilities/Const	2017	3	2	1	6	6	8	7	1	\$	29,250,000	
35.5	LOWRY CROSSING	Bridge/farmer Rd. In Lowry Crossing			Engineering	2015	2	5	7	3	4	6	2	2	\$	-	
34.5	ANNA	SH 5	SH 121	Grayson County Line (CR 375)	Eng/ROW/Utilities/Const	2016	2	5	3	3	5	7	1	3	\$	33,013,857	
34	WYLIE	Park Blvd.	FM 2514 (Parker Rd.)	Spring Creek	Eng/ROW/Const	2017	5	2	1	4	6	6	7	1	\$	9,178,333	
31.5	ANNA	FM 455	US 75 west to	East Fork Creek	Eng/ROW/Utilities/Const	2015	3	5	1	3	6	5	2	2	\$	-	
28.5	ANNA	SH 121	Outer Loop	Fannin County Line	Eng/ROW/Const	2020	3	1	5	4	5	6	2	1	\$	18,165,518	
CITY TOTAL FUNDING GAP																\$	653,211,256
FUNDING GAP TOTAL (With TxDOT Optional Projects):																\$	730,531,301

Matrix Total	PROJECT INFORMATION						MATRIX CRITERIA								Funding Gap	
	Agency	Roadway Name	Plimit From	Plimit To	Project Type	Letting Date	Funding Gap	Stage of Project	ADT	Congestion	Economic Development	Increased Mobility	Avail. Of Other Funds / Matching \$	City Priority		
							Weight = 1x	Weight = 1.5x	Weight = 1x	Weight = 1x	Weight = 1x	Weight = 1x	Weight = 1x	Weight = 2x		
100	TXDOT	FM 2478	US 380	Stonebridge Dr.	Construction	2009									\$	1,005,000
100	TXDOT	FM 3537	SH 289	FM 2478	Construction	2011									\$	8,000,000
100	TXDOT	FM 455	US 75 NB Frontage Rd	SH 5	ROW/Utilities/Const	2013									\$	6,000,000
100	TXDOT	SH 121	SH 5	E. of FM 455	ROW/Utilities/Const	2013									\$	20,600,000
100	TXDOT	US 380	West of CR 608 in Farmersville	East of Floyd St	Construction	2011									\$	4,750,000
100	TXDOT	US 75	North of Melissa Rd	FM 455	ROW/Util.	2015									\$	20,000,000
100	TXDOT	US 75	SPUR 399 (SH 121 South)	Wilson Creek	Construction	2011									\$	3,000,000
100	TXDOT	US 75	Telephone Road	North of Melissa Rd	Eng/ROW/Util.	2012									\$	12,000,000
100	TXDOT	US 75	Wilson Creek	South of US 380	Construction	2011									\$	3,000,000
100	TXDOT/ALLEN	Stacy Rd/FM 2786	E. of Angel Pkway	FM 1378	ROW/Const	2012									\$	1,100,000
100	TXDOT/MURPHY	FM 2551	FM 544	FM 2514	Construction	2011									\$	2,000,000
100	TXDOT/PARKER	FM 2514	FM 2551	FM 1378	Construction	2014									\$	5,000,000
100	TXDOT/PLANO	US 75	@ PGBT		Construction	2015									\$	18,000,000
TXDOT TOTAL FUNDING GAP															\$	104,455,000
SAVINGS ON RTR PROJECTS															\$	27,134,873
TOTAL AMOUNT REQUESTED															\$	77,320,127
65	ALLEN	Exchange Parkway	US 75	Allen Heights	Eng/Const	2013	8	8	7	7	6	8	9	4	\$	3,120,000
64	WYLIE/LUCAS	FM 1378	N. Parker Rd	S. Parker Road	ROW/Const	2013	7	8	4	8	7	8	8	5	\$	4,250,000
63.5	RICHARDSON	Routh Creek Parkway/Infocom/Infocom	Renner/Plano Rd/US 75	Infocom/Routh Crk/DART Rail Line	Eng/Const	2013	5	9	6	6	9	7	7	5	\$	9,479,950
63	MCKINNEY	Stacy Rd/FM 2786	Ridge Rd.	SH 121	Eng/Const	2012	9	10	7	6	5	7	6	4	\$	1,600,000
62	FRISCO	FM 2478	SH 121	Stonebridge Drive	Engineering	2014	10	6	8	8	8	9	6	2	\$	983,000
62	MCKINNEY	FM 546 Connector	SH 5	Airport Dr.	Eng/ROW	2014	6	6	6	6	9	8	8	5	\$	6,100,000
61	PLANO	DNT	@ PGBT		Construction	2014	4	6	10	10	9	9	2	4	\$	15,000,000
59.5	FRISCO	Dallas Parkway	SH 121	Eldorado Pkway	Engineering	2015	8	5	8	8	7	9	6	3	\$	2,170,000
59.5	LUCAS	West Lucas Road	FM 2551	FM 1378	Eng/ROW/Const	2013	9	9	5	5	7	7	3	5	\$	1,500,000
59	FRISCO	Rockhill Road	CR 26	Preston Rd.	Construction	2012	8	8	3	4	6	8	10	4	\$	3,690,000
59	PROSPER/CELINA	Frontier Parkway (CR5)	SH 289 (Preston Rd.)	DNT	Eng/ROW/Const	2014	6	6	4	4	9	9	8	5	\$	5,442,722
58.5	PRINCETON	US 380	at Second Street (turn Lanes)		Eng/Const	2013	10	9	6	4	5	6	6	4	\$	350,000
58	ANNA	US 75	at FM 455		Engineering	2014	8	6	2	7	8	7	7	5	\$	2,000,000
57.5	RICHARDSON	East Infocom	Plano Road	Wyndham	Eng/Const	2013	6	9	6	6	8	7	7	2	\$	5,577,000
56.5	LUCAS	West Lucas Road	@ FM 1378		Eng/ROW/Const	2013	10	9	5	6	4	7	3	4	\$	500,000
56	MCKINNEY	Virginia Pkwy	Mallard Lks	US 75	Eng/ROW/Const	2012	6	10	7	8	5	7	6	1	\$	8,900,000
56	MURPHY	Betsy Lane	North Murphy Road	McCreary Rd	Construction	2012	8	8	4	6	5	8	3	5	\$	3,200,000
55.5	ALLEN/PARKER	FM 2551/Angel Parkway	FM 2514 (Parker Rd)	FM 2170 / Main St.	Eng/ROW/Utilities/Const	2016	3	5	5	7	7	9	7	5	\$	17,600,000
55	MCKINNEY	Virginia Pkwy	Ridge Rd.	Mallard Lks.	Eng/Const	2014	8	6	7	7	5	7	6	3	\$	2,800,000
55	PLANO	Misc. Intersection Improvements			Eng/Const	2012	8	10	4	7	5	8	6	1	\$	1,996,500
55	FRISCO/PROSPER	US 380	CR 26	Custer	Construction	2014	5	6	7	5	8	9	6	3	\$	9,000,000
54	WYLIE	McMillan Rd.	McCreary Rd.	FM 1378	Eng/ROW/Const	2013	5	8	4	5	6	6	8	4	\$	7,502,925
52.5	LUCAS	FM 2170 (Estates Parkway)	FM 2551	FM 1378	Eng/ROW/Const	2013	9	9	2	5	7	7	3	3	\$	1,700,000
52	LOWRY CROSSING	Bridgefarmer	@ US 380 (Turn Lanes)		Construction	2013	10	8	7	4	4	6	3	3	\$	1,000,000
51.5	MELISSA	US 75	Melissa Rd.	Outerloop	Construction	2013	1	9	8	4	5	9	1	5	\$	72,137,739
51.5	PRINCETON	Monte Carlo	@ FM 75 (Bridge and additonal paving)		Eng/Const	2013	10	9	3	3	4	7	5	3	\$	800,000
51.5	SACHSE	Maxwell Creek Rd	Ranch Rd	City Limits	Eng/ROW/Const	2016	10	5	3	4	6	6	9	3	\$	241,346
51	ST. PAUL	FM 2514	East of Lavon Parkway	Butschers Block	Construction	2014	6	6	4	5	6	9	2	5	\$	-
50.5	SACHSE	Ranch Rd	Dewitt Rd.	Clearmeadow Ln.	Eng/ROW/Const	2016	9	5	2	3	6	6	9	4	\$	1,342,525
49.5	ANNA	FM 455	SH 5 east to	SH 121	Eng/ROW/Utilities/Const	2013	6	9	4	4	7	6	7	1	\$	6,551,340
49.5	ANNA	Ferguson Pkwy (CR 367)	FM 455 (W. White St)	Ratton Elementary School	Eng/ROW/Const	2013	10	9	2	3	5	5	9	1	\$	703,000
49	WYLIE	Park Blvd.	FM 1378	City Limits	Eng/ROW/Const	2014	7	6	5	5	6	6	5	3	\$	3,470,000
48.5	ANNA	US 75	Melissa Rd.	Grayson County Line	Eng/ROW/Utilities/Const	2013	1	9	8	4	7	6	1	4	\$	174,423,390
48.5	MELISSA	US 75	Outer Loop	Grayson County Line	Eng/ROW	2025	4	1	8	9	6	9	1	5	\$	13,650,000
48.5	MCKINNEY	SH 5 reconstruction	FM 546	US 380	Eng/Const	2015	3	5	7	7	7	6	7	2	\$	18,400,000
48	ST. PAUL	FM 2514	FM 1378	East of Lavon Parkway	Eng/ROW/Const	2014	4	6	4	7	5	9	2	4	\$	15,942,825
47.5	FARMERSVILLE	CR610/CR611 (Ext. Farmersville Parkway)	SH 78	US 380	Eng/ROW/Const	2015	6	5	1	2	9	5	7	5	\$	7,100,000
47	MCKINNEY	FM 546 Connector	SH 5	Airport Dr.	Construction	2014	3	4	6	6	9	8	7	1	\$	19,000,000
46	ALLEN	Ridgeview Drive	US 75	Alma Drive	Eng/ROW/Utilities/Const	2014	4	6	2	4	7	8	8	2	\$	12,600,000
46	FRISCO	Coit Rd	Panther Creek	U.S. 380	Eng/Const	2014	7	6	1	4	6	7	10	1	\$	4,720,000
45	PROSPER	Coit Road	First St.	FM 1461	Eng/Const	2014	6	6	3	4	7	7	7	1	\$	8,450,000
44.5	LAVON	SH 205	In Collin county		Eng/ROW/Const	2016	2	5	4	6	5	9	1	5	\$	-
44	LUCAS	FM 3286 (East Lucas Road)	at FM 1378		Eng/ROW/Const	2014	8	6	5	6	4	7	3	1	\$	2,500,000
44	PARKER	Springhill Estates Drive	FM 2514 (Parker Rd)	Chaparral Drive	Construction	2013	6	8	3	4	4	7	2	3	\$	5,600,000
43.5	PARKER	Lewis Lane	FM 2514 (Parker Rd)	Lucas Rd.	Construction	2013	6	9	3	5	5	7	2	1	\$	6,400,000
42	PROSPER	DNT Southbound Frontage Road	CR 5	US 380	Eng/Const	2014	3	6	3	4	9	3	7	2	\$	19,559,286
42	PARKER	Chaparral Drive	Cottonwood Creek (Plano/Parker border)	Malone (Allen)	Construction	2013	6	8	3	4	4	7	2	2	\$	-
42	PROSPER	Prosper Trail	SH 289	FM 2478	Eng/Const	2014	4	6	3	4	7	7	2	3	\$	12,750,000
40.5	ROYSE CITY	FM 1138	SH 66 (in Rockwall CO)	CR 590	Eng/ROW/Const	2016	5	5	2	5	5	6	4	3	\$	-
38.5	ROYSE CITY	FM 1777	SH 66 (in Rockwall CO)	IH 30 (in Rockwall CO)	Eng/ROW/Const	2016	5	5	1	3	6	6	4	3	\$	-
37.5	CELINA	Collin County Outer Lop Seg 3a	From DNT	FM 2478	Eng/ROW/Const	2016	2	5	1	4	8	8	1	3	\$	41,800,000
36	ALLEN	Ridgeview Drive	at US 75		Eng/ROW/Utilities/Const	2017	3	2	1	6	6	8	7	1	\$	29,250,000
35.5	LOWRY CROSSING	Bridgefarmer Rd. In Lowry Crossing			Engineering	2015	2	5	7	3	4	6	2	2	\$	-
34.5	ANNA	SH 5	SH 121	Grayson County Line (CR 375)	Eng/ROW/Utilities/Const	2016	2	5	3	3	5	7	1	3	\$	33,013,857
34	WYLIE	Park Blvd.	FM 2514 (Parker Rd.)	Spring Creek	Eng/ROW/Const	2017	5	2	1	4	6	6	7	1	\$	9,178,333
31.5	ANNA	FM 455	US 75 west to	East Fork Creek	Eng/ROW/Utilities/Const	2015	3	5	1	3	6	5	2	2	\$	-
28.5	ANNA	SH 121	Outer Loop	Fannin County Line	Eng/ROW/Const	2020	3	1	5	4	5	6	2	1	\$	18,165,518
CITY TOTAL FUNDING GAP															\$	653,211,256
FUNDING GAP TOTAL (With TxDOT Optional Projects):															\$	730,531,383

Regional Toll Revenue Transportation Projects Collin County



Presentation to the McKinney City Council by:

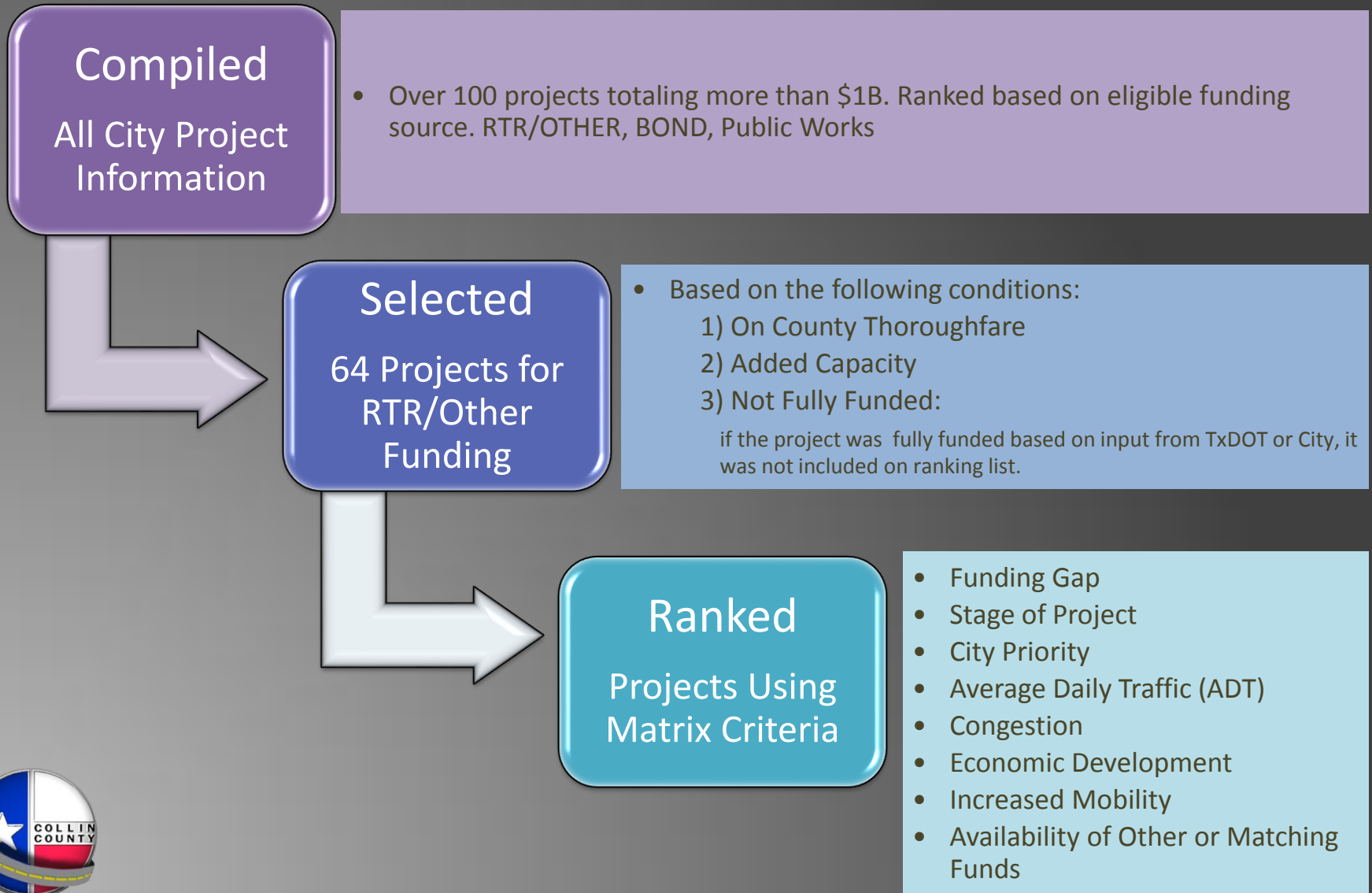
Duncan Webb

Collin County Commissioner

Precinct 4

August 21, 2012

Ranking Process for RTR Funding



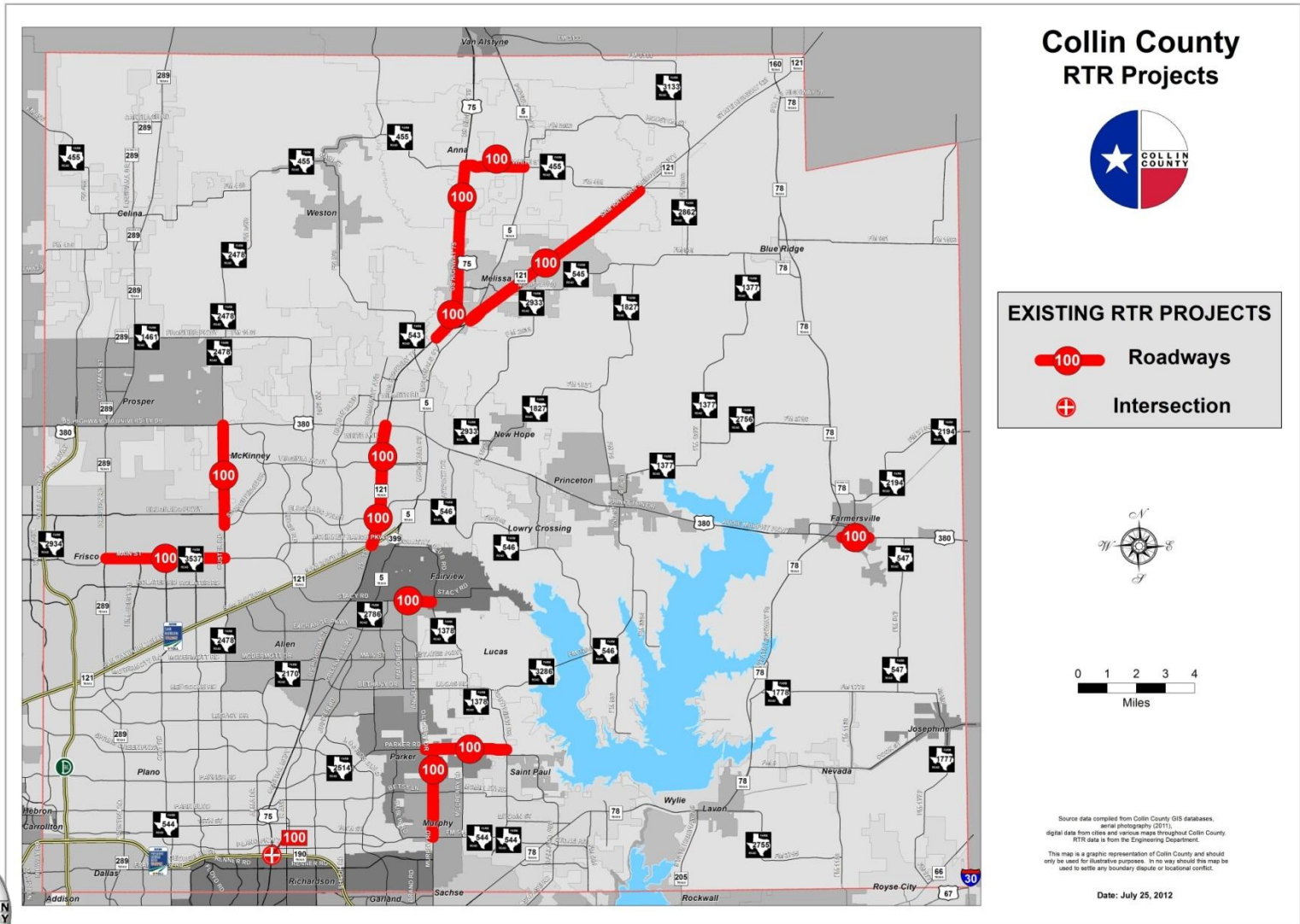
Existing Projects to Receive Available RTR Funding

Roadway Name	Project Limit - From	Project Limit - To	Project Type	Letting Date	Funding Gap
Existing RTR Projects					
FM 2478	US 380	Stonebridge Dr.	Construction	2009	\$ 1,005,000
FM 3537	SH 289	FM 2478	Construction	2011	\$ 8,000,000
FM 455	US 75 NB Frontage Rd	SH 5	ROW/Utilities/Const	2013	\$ 6,000,000
SH 121	SH 5	E. of FM 455	ROW/Utilities/Const	2013	\$ 20,600,000
US 380	West of CR 608 in Farmersville	East of Floyd St	Construction	2011	\$ 4,750,000
US 75	North of Melissa Rd	FM 455	ROW/Util.	2015	\$ 20,000,000
US 75	SPUR 399 (SH 121 South)	Wilson Creek	Construction	2011	\$ 3,000,000
US 75	Telephone Road	North of Melissa Rd	Eng/ROW/Util.	2012	\$ 12,000,000
US 75	Wilson Creek	South of US 380	Construction	2011	\$ 3,000,000
Stacy Rd/FM 2786	E. of Angel Pkway			2012	\$ 1,100,000
FM 2551	FM 544			2011	\$ 2,000,000
FM 2514	FM 2551			2014	\$ 5,000,000
US 75	@ PGBT			2015	\$ 18,000,000
Total for Existing Projects				TOTAL:	\$ 104,455,000
Savings on Other TxDOT RTR Projects					(\$ 27,134,873)
Total Amount Requested					\$ 77,320,127
US 75	@ PGBT		Construction	2015	\$ 18,000,000

This project is being evaluated for Federal funding



Proposed RTR Funding Project Map – Existing Projects to receive RTR Funding



Calculation of Available RTR Funding

	SH 121 RTR Funds	SH 161 RTR Funds
Total Collin County RTR Allocation	\$921,094,574	\$19,139,016
Minus RTR Authorized Programming (13-16 TIP Development)	(\$881,282,060)	\$0
Available for Programming	\$39,812,514	\$19,139,016
Plus amount to be reprogrammed from cost savings for on-system RTR projects (so far)	\$27,134,873	\$0
Plus amount to be reprogrammed from cost savings for off-system RTR projects (so far)	\$6,973,887	
Total Available for Programming	\$93,060,290	
Existing Project Requests	(\$77,320,177)	
Total Amount Available for New Projects	\$15,740,113	



McKinney Submitted Transportation Priority Projects

Matrix Score	Roadway Name	Project Limit - From	Project Limit - To	Project Type	Letting Date	Funding Gap
Existing RTR Projects						
62	FM 546 Connector	SH 5	Airport Dr.	Eng/ROW	2014	\$ 6,100,000
63	Stacy Rd/FM 2786	Ridge Rd.	SH 121	Eng/Const	2012	\$ 1,600,000
55	Virginia Pkwy	Ridge Rd.	Mallard Lakes	Eng/Const	2014	\$ 2,800,000
48.5	SH 5 Reconstruction	FM 546	US 380	Eng/Const	2013	\$ 18,400,000
56	Virginia Pkwy	Mallard Lakes	US 75	Eng/ROW/Const	2012	\$ 8,900,000
47	FM 546 Connector	SH 5	Airport Dr.	Construction	2014	\$ 19,000,000
					TOTAL:	\$ 56,800,000



New Projects to Receive Available RTR Funding

Matrix Score	Roadway Name	Project Limit - From	Project Limit - To	Project Type	Letting Date	Funding Gap
Existing RTR Projects						
65	Exchange Parkway	US 75	Allen Heights	Eng/Const	2013	\$ 3,120,000
64	FM 1378	N. Parker Rd	S. Parker Road	ROW/Const	2013	\$ 4,250,000
63.5	Routh Creek Parkway/Infocom/Infocom	Renner/Plano Rd/US 75	Infocom/Routh Crk/DART Rail Line	Eng/Const	2013	\$ 9,479,950
TOTAL for New Projects					TOTAL:	\$16,849,950



If Additional RTR Funding Becomes Available (the next \$100 million)

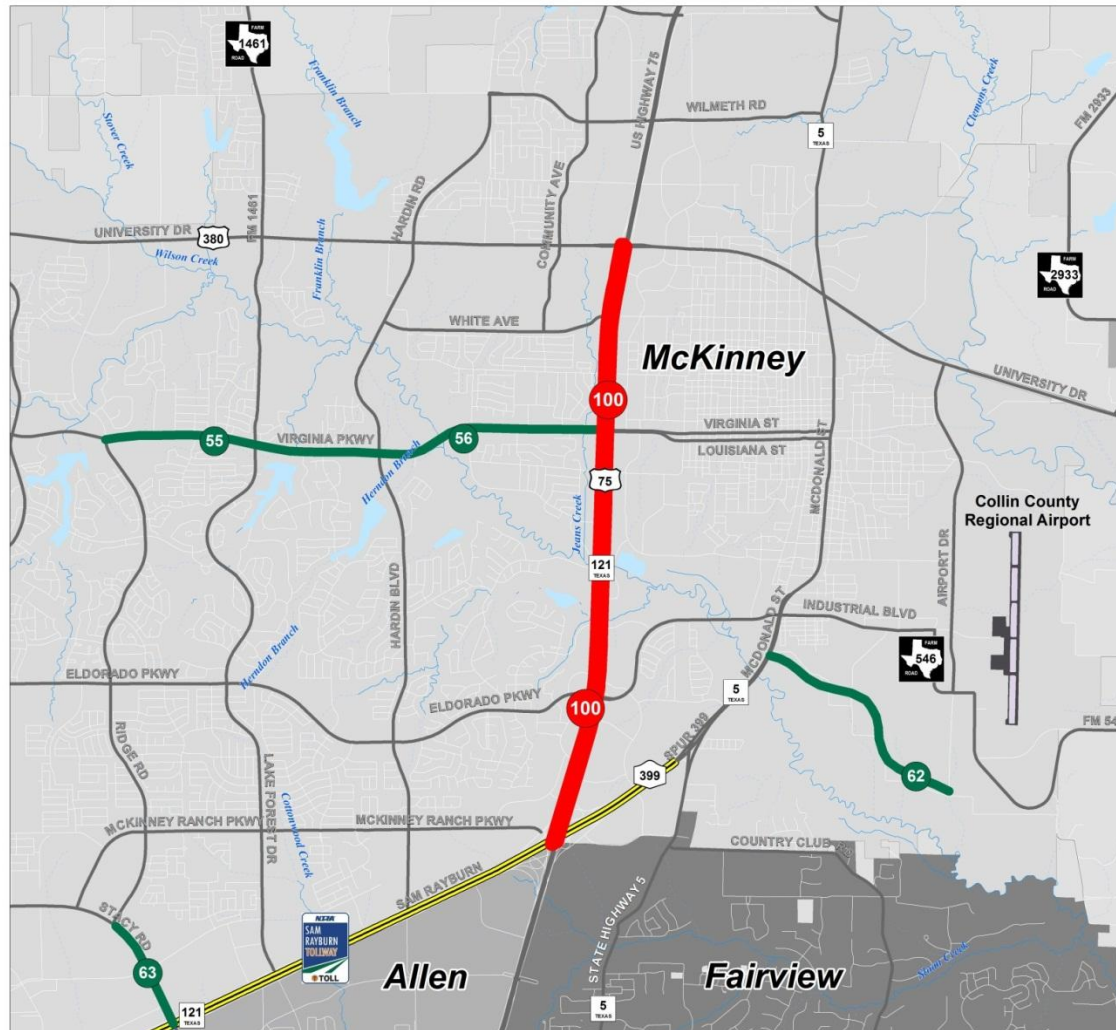
Matrix Score	Agency	Roadway Name	From	To	Type	Let Date	Funding Gap
63	MCKINNEY	Stacy Rd/FM 2786	Ridge Rd.	SH 121	Eng/Const	2012	\$1,600,000
62	FRISCO	FM 2478	SH 121	Stonebridge Drive	Engineering	2014	\$983,000
62	MCKINNEY	FM 546 Connector	SH 5	Airport Dr.	Eng/ROW	2014	\$6,100,000
61	PLANO	DNT	@ PGBT		Construction	2014	\$15,000,000
59.5	FRISCO	Dallas Parkway	SH 121	Eldorado Pkwy	Engineering	2015	\$2,170,000
59.5	LUCAS	West Lucas Road	FM 2551	FM 1378	Eng/ROW/Const	2013	\$1,500,000
59	FRISCO	Rockhill Road	CR 26	Preston Rd.	Construction	2012	\$3,690,000
59	PROSPER/CELINA	Frontier Parkway (CR5)	SH 289 (Preston Rd.)	DNT	Eng/ROW/Const	2014	\$5,442,722
58.5	PRINCETON	US 380	at Second Street (turn Lanes)		Eng/Const	2013	\$350,000
58	ANNA	US 75	at FM 455		Engineering	2014	\$2,000,000
57.5	RICHARDSON	East Infocom	Plano Road	Wyndham	Eng/Const	2013	\$5,577,000
56.5	LUCAS	West Lucas Road	@ FM 1378		Eng/ROW/Const	2013	\$500,000
56	MCKINNEY	Virginia Pkwy	Mallard Lks	US 75	Eng/ROW/Const	2012	\$8,900,000
56	MURPHY	Betsy Lane	North Murphy Road	McCreary Rd	Construction	2012	\$3,200,000
55.5	ALLEN/PARKER	FM 2551/Angel Parkway	FM 2514 (Parker Rd)	FM 2170 / Main St.	Eng/ROW/Utilities/Const	2016	\$17,600,000
55	MCKINNEY	Virginia Pkwy	Ridge Rd.	Mallard Lks.	Eng/Const	2014	\$2,800,000
55	PLANO	Misc. Intersection Improvements			Eng/Const	2012	\$1,996,500
55	FRISCO/PROSPER	US 380	CR 26	Custer	Construction	2014	\$9,000,000
54	WYLIE	McMillan Rd.	McCreary Rd.	FM 1378	Eng/ROW/Const	2013	\$7,502,925
52.5	LUCAS	FM 2170 (Estates Parkway)	FM 2551	FM 1378	Eng/ROW/Const	2013	\$1,700,000
52	LOWRY CROSSING	Bridgefarmer	@ US 380 Turn Lanes		Construction	2013	\$1,000,000

TOTAL:

\$98,612,147



Proposed RTR Funding Project Map – McKinney Area



Collin County RTR Projects (McKinney Area)



ROADWAYS

- 100 Existing RTR Projects
- 55 Projects Funded With Next 100 Million



0 0.25 0.5 0.75 1
Miles

Source data compiled from Collin County GIS databases, aerial photography (2011), digital data from cities and various maps throughout Collin County. RTR data is from the Engineering Department.
This map is a graphic representation of Collin County and should only be used for illustrative purposes. In no way should this map be used to settle any boundary dispute or locational conflict.

Date: July 25, 2012



Regional Toll Revenue Transportation Projects Collin County



Presentation to the McKinney City Council by:

Duncan Webb

Collin County Commissioner

Precinct 4

August 21, 2012



12-645

TITLE: Consider/Discuss/Act on a Resolution Approving KSA Engineers as the City's Engineer of Record for Airport Projects

MEETING DATE: August 21, 2012

DEPARTMENT: Airport

CONTACT: Ken Wiegand, Airport Director

RECOMMENDED CITY COUNCIL ACTION:

- Authorize the City Manager to inform the Texas Department of Transportation, Division of Aviation of KSA Engineer's selection as the Airport's Engineer of Record.

ITEM SUMMARY:

- KSA Engineers was selected by a City evaluation team to perform on-call professional services for all airport projects for five years beginning October 1, 2012

BACKGROUND INFORMATION:

- The Federal Aviation Administration and Texas Department of Transportation, Division of Aviation allows for an on-call professional service provider to be selected for a period of five years.
- The service provider may be called upon to provide an array of professional services based upon projects listed in the Request for Proposal.
- All contracts for professional services will be between TxDOT and KSA Engineers.

FINANCIAL SUMMARY: NA

BOARD OR COMMISSION RECOMMENDATION:

- Collin County Airport Development Corporation recommends approval.

SUPPORTING MATERIALS:

[Agenda Item Summary](#)
[Resolution](#)



TITLE: Consider/Discuss/Act on a Resolution Approving KSA Engineers as the City's Engineer of Record for Airport Projects

MEETING DATE: August 21, 2012

DEPARTMENT: Airport

CONTACT: Ken Wiegand, Airport Director

RECOMMENDED CITY COUNCIL ACTION:

- Authorize the City Manager to inform the Texas Department of Transportation, Division of Aviation of KSA Engineer's selection as the Airport's Engineer of Record.

ITEM SUMMARY:

- KSA Engineers was selected by a City evaluation team to perform on-call professional services for all airport projects for five years beginning October 1, 2012

BACKGROUND INFORMATION:

- The Federal Aviation Administration and Texas Department of Transportation, Division of Aviation allows for an on-call professional service provider to be selected for a period of five years.
- The service provider may be called upon to provide an array of professional services based upon projects listed in the Request for Proposal.
- All contracts for professional services will be between TxDOT and KSA Engineers.

FINANCIAL SUMMARY: NA

BOARD OR COMMISSION RECOMMENDATION:

- Collin County Airport Development Corporation recommends approval.

RESOLUTION NO. 2012-08-____ (R)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY,
TEXAS, APPROVING AN ON-CALL PROFESSIONAL SERVICES
PROVIDER FOR COLLIN COUNTY REGIONAL AIRPORT**

WHEREAS, the City Council of the City of McKinney, intends to continue to develop the economic base of the City of McKinney and support economic initiatives throughout Collin County by developing Collin County Regional Airport; and,

WHEREAS, the City is required by the Federal Aviation Administration to select an Engineer of Record to provide on-call professional services for airport development projects; and,

WHEREAS, an evaluation team made up of City employees has evaluated three professional services providers and selected KSA Engineers to be the Engineer of Record for the next five (5) years;

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

Section 1. The City Council of the City of McKinney, Texas hereby approves the selection of KSA Engineers as the Airport Engineer of Record;

Section 2. The City Council of the City of McKinney, Texas hereby authorizes the City Manager to notify the Texas Department of Transportation and the Federal Aviation Administration of this selection.

Section 3. This Resolution shall take effect on October 1, 2012.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 21st DAY OF AUGUST 2012.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
BLANCA I. GARCIA
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney



12-648

TITLE: Consider/Discuss/Act on a Resolution Approving a Third Amendment to Chapter 380 Economic Development and Agreement for Craig Ranch ("VCIM II") by and between the City of McKinney, Texas, VCIM Partners, L.P., CR Alma, LP, Mid-Alma, LP, and CR Ballfields, LP

MEETING DATE: August 21, 2012

DEPARTMENT: City Manager

CONTACT: Jason Gray, City Manager
Rob Daake, Deputy City Manager
Barry Shelton, Director of Development Services
Lemuel Randolph, Director of Parks, Recreation, and
Open Space
Danny Kistner, Fire Chief
Mark Houser, City Attorney

RECOMMENDED CITY COUNCIL ACTION:

- Approval

ITEM SUMMARY:

- The primary terms which are included the Amendment (called the Third Amendment) are as follows:
 1. Annexation of the recently-zoned Columbus Realty parcel into Craig Ranch (approx. 40 acres).
 2. Provides a conditional \$500,000 multi-family utility impact fee credit tied to the development of Phase I of the Columbus Realty project within 30 months.
 3. Provides for 359 single-family utility impact fee credits on specific lots until June 2019.
 4. Provides for the completion of certain unfinished segments of roadways and utilities within Craig Ranch.
 5. Provides for the clarification of the standards for construction of urban parks.
 6. Provides for the clarification and limitation of the City's obligation

- for costs incurred by the Owner for the enhanced maintenance requirement of urban parks, including a reimbursement to the Owner of \$194,312 for prior maintenance on existing parks.
7. Provides for clarification of responsibilities for maintenance at the Crape Myrtle Park and Veterans Memorial Park.
 8. Provides for dedication to the City of additional parkland adjacent to the Ballfields.
 9. Provides for an additional open space/park amenity of seven (7) acres between the Columbus Realty project and the corporate/retail center south of Henneman Way.
 10. Provides for the construction of Craig Ranch Parkway based on traffic needs.
 11. Provides for the naming process for parks within Craig Ranch.
 12. Provides for adherence to the City's existing park dedication standard for the area west of Craig Ranch Parkway (called the "Development Zone").
 13. Provides for flexibility in the location of an Owner-dedicated fire station site within Craig Ranch removing any deadlines for City construction.
 14. Provides for various "housekeeping" items to streamline the administration of the Agreement.

BACKGROUND INFORMATION:

- The original VCIM II agreement was entered into in 2003. As an economic development agreement, the Agreement's central intent was to provide developer incentives, primarily impact fee credits and park fee credits, in exchange for the construction of certain major segments of infrastructure in Craig Ranch. The Agreement was amended in 2005 and 2008 to address specific parcels within Craig Ranch, namely the Cooper park project, the Crape Myrtle Park, and the Craig Ranch fire station site. As the development matured and the major infrastructure was completed, development patterns, land planning, the construction of the Sam Rayburn Tollway, economic conditions and end-users have prompted the need to update the Agreement. The amended terms have been negotiated with the developer by the City Manager and staff over the last nine (9) months.

FINANCIAL SUMMARY:

- Included in Item Summary

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

[Agenda Item Summary](#)
[Resolution](#)

[Chapter 380 Agreement Third Amendment](#)

[Exhibit A](#)

[Exhibit B](#)

[Exhibit C](#)

[Exhibit D](#)



TITLE: Consider/Discuss/Act on a Resolution Approving a Third Amendment to Chapter 380 Economic Development and Agreement for Craig Ranch ("VCIM II") by and between the City of McKinney, Texas, VCIM Partners, L.P., CR Alma, LP, Mid-Alma, LP, and CR Ballfields, LP

MEETING DATE: August 21, 2012

DEPARTMENT: City Manager

CONTACT: Jason Gray, City Manager
Rob Daake, Deputy City Manager
Barry Shelton, Director of Development Services
Lemuel Randolph, Director of Parks, Recreation, and Open Space
Danny Kistner, Fire Chief
Mark Houser, City Attorney

RECOMMENDED CITY COUNCIL ACTION:

- Approval

ITEM SUMMARY:

- The primary terms which are included the Amendment (called the Third Amendment) are as follows:
 1. Annexation of the recently-zoned Columbus Realty parcel into Craig Ranch (approx. 40 acres).
 2. Provides a conditional \$500,000 multi-family utility impact fee credit tied to the development of Phase I of the Columbus Realty project within 30 months.
 3. Provides for 359 single-family utility impact fee credits on specific lots until June 2019.
 4. Provides for the completion of certain unfinished segments of roadways and utilities within Craig Ranch.
 5. Provides for the clarification of the standards for construction of urban parks.
 6. Provides for the clarification and limitation of the City's obligation for costs incurred by the Owner for the enhanced maintenance requirement of urban parks, including a reimbursement to the Owner of \$194,312 for prior maintenance on existing parks.

7. Provides for clarification of responsibilities for maintenance at the Crape Myrtle Park and Veterans Memorial Park.
8. Provides for dedication to the City of additional parkland adjacent to the Ballfields.
9. Provides for an additional open space/park amenity of seven (7) acres between the Columbus Realty project and the corporate/retail center south of Henneman Way.
10. Provides for the construction of Craig Ranch Parkway based on traffic needs.
11. Provides for the naming process for parks within Craig Ranch.
12. Provides for adherence to the City's existing park dedication standard for the area west of Craig Ranch Parkway (called the "Development Zone").
13. Provides for flexibility in the location of an Owner-dedicated fire station site within Craig Ranch removing any deadlines for City construction.
14. Provides for various "housekeeping" items to streamline the administration of the Agreement.

BACKGROUND INFORMATION:

- The original VCIM II agreement was entered into in 2003. As an economic development agreement, the Agreement's central intent was to provide developer incentives, primarily impact fee credits and park fee credits, in exchange for the construction of certain major segments of infrastructure in Craig Ranch. The Agreement was amended in 2005 and 2008 to address specific parcels within Craig Ranch, namely the Cooper park project, the Crape Myrtle Park, and the Craig Ranch fire station site. As the development matured and the major infrastructure was completed, development patterns, land planning, the construction of the Sam Rayburn Tollway, economic conditions and end-users have prompted the need to update the Agreement. The amended terms have been negotiated with the developer by the City Manager and staff over the last nine (9) months.

FINANCIAL SUMMARY:

- Included in Item Summary

BOARD OR COMMISSION RECOMMENDATION:

- N/A

RESOLUTION NO. 2012-08-____ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, APPROVING THE THIRD AMENDMENT TO CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT FOR CRAIG RANCH BY AND BETWEEN THE CITY OF MCKINNEY, VCIM PARTNERS, L.P. , CR ALMA, LP, MID-ALMA, LP AND CR BALLFIELDS, LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the parties previously entered into that certain Chapter 380 Economic Development Program and Agreement referred to as “VCIM II” (the “Agreement”) pursuant to a program initiated by CITY OF MCKINNEY, TEXAS (hereinafter “City”) pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, the parties have previously amended the Agreement by amendments dated effective June 15, 2005 (the “First Amendment”) and August 15, 2008, (the “Second Amendment”) to amend certain provisions related to the Cooper Addition, the Fire Station Tract and the Crape Myrtle Tract; and

WHEREAS, the City and MEDC have offered certain incentives to VCIM Partners, L.P. CR Alma, LP, Mid-Alma, LP and CR Ballfields, LP;; and

WHEREAS, a Chapter 380 Economic Development and Incentive Agreement is the binding, legal document governing the incentives and development of the site.

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

Section 1. The City Council of the City of McKinney, Texas hereby approves the Third Amendment to Chapter 380 Economic Development Program and Agreement for Craig Ranch (“VCIM II”) by and between the City of McKinney, VCIM Partners, L.P., CR Alma, LP, Mid-Alma, LP and CR Ballfields, LP; and

Section 2. The City Manager is authorized to execute the Third Amendment to Chapter 380 Economic Development Program and Agreement for Craig Ranch (“VCIM II”) by and between the City of McKinney, VCIM Partners, L.P., CR Alma, LP, Mid-Alma, LP and CR Ballfields, LP; and

Section 3. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 21ST DAY OF AUGUST, 2012.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
BLANCA I. GARCIA
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

**THIRD AMENDMENT TO
CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AND AGREEMENT FOR
CRAIG RANCH
("VCIM II")**

August 21, 2012 (the "Effective Date")

WHEREAS, *VCIM PARTNERS, L.P.*, a Texas limited partnership, (hereinafter "Owner"), and ***NORTH TEXAS ATHLETIC CENTER, INC.***, a Texas non-profit corporation, (hereinafter "NTAC"), previously entered into that certain Chapter 380 Economic Development Program and Agreement referred to as "VCIM II" (the "Agreement") pursuant to a program initiated by ***CITY OF MCKINNEY, TEXAS*** (hereinafter "City") pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, *CR ALMA, LP*, a Texas limited partnership, ***MID-ALMA, LP***, a Texas limited partnership, and ***CR BALLFIELDS, LP***, a Texas limited partnership (herein collectively referred to as the "***NTAC SUCCESSOR***"), are the successors in interest to NTAC and have assumed the obligations thereof; and

WHEREAS, the parties have previously amended the Agreement by amendments dated effective June 15, 2005 (the "First Amendment") and August 15, 2008 (the "Second Amendment") to amend certain provisions related to the Cooper Addition, the Fire Station Tract and the Crape Myrtle Tract; and

WHEREAS, pursuant to the terms of the Agreement, the City agreed to grant certain impact fee and park land dedication credits and waivers for the property contained in Craig Ranch; and

WHEREAS, certain Future Tracts were identified in the Agreement for subsequent annexation into the Agreement to become eligible for the aforementioned credits and waivers if annexed into the Agreement prior to June 1, 2008; and

WHEREAS, Owner has acquired certain Future Tracts, more particularly identified on the attached Exhibit "C", as well as other tracts described hereinafter, and now desires their annexation into the Agreement irrespective of the date of acquisition; and

WHEREAS, Owner and City desire to revise the required park tracts, more particularly identified on Exhibit "A", which will be dedicated to the City and revise the standards by which such parks will be constructed and maintained by Owner; and

WHEREAS, Owner and City desire to clarify the Owner's obligation for roadway lanes, water lines, and sanitary sewer lines to be constructed by Owner as well as revise the completion dates for such infrastructure construction; and

WHEREAS, Owner has acquired land as more particularly identified on the attached Exhibit "C" (the "Green Tract"), and desires to annex the Green Tract into the Agreement; and

WHEREAS, in exchange for the City's agreement to annex the Green Tract into the Agreement, Owner has agreed to modify the terms and application of the impact fee credits that will be available to the remainder of the undeveloped parcels in Craig Ranch; and

WHEREAS, amending the Agreement to annex the Green Tract is consistent with and meets the requisites of Chapter 380 of the Texas Local Government Code to promote local economic development and stimulate business and commercial activity within the City; and

WHEREAS, the amendments to the Agreement, the First Amendment and the Second Amendment shall be called the "Third Amendment".

NOW, THEREFORE, for and in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City, Owner and NTAC Successor agree as follows:

1. The Future Tracts and the Green Tract as shown on Exhibit C attached hereto and made a part hereof are hereby annexed and incorporated into the Property, subject to the terms and provisions of the Agreement, as amended.

2. Section 7 of the Agreement is amended as follows:

"7. Roadway, Thoroughfare, Bridge and Utility Construction by Owner. Unless otherwise specifically set forth herein below, Owner shall construct, at its sole cost, the Public Infrastructure on the Property on or before the completion dates set forth on Exhibits C-1 and C-2. Final inspection and acceptance by City shall be completed within thirty (30) days after completion of each respective segment of Public Infrastructure. Owner and City agree that the sequence of the construction shall generally be in Segments and follow that shown on Exhibits C-1 and C-2. Owner shall design and construct the Public Infrastructure in accordance with City ordinances and codes then in effect. Owner shall execute a Construction Facilities Agreement or similar agreement for each construction contract and bond (with the City as the sole obligee) the performance of each construction contract using contract forms in substantial conformity to those attached as Exhibit D. Owner shall deliver the required performance bond(s) to City for the Segments of the Public Infrastructure at the time of the execution of each construction contract or in accordance with the following schedule, whichever is sooner:

Completion date

Delivery of Performance Bond

June 1, 2006

December 31, 2003

June 1, 2007

December 31, 2004

June 1, 2008

December 31, 2005

Failure to complete each Segment of the Public Infrastructure by the completion date shown on Exhibits C-1 and C-2 shall constitute default. Notwithstanding the foregoing, the full right-of-way for Craig Ranch Parkway shall be dedicated concurrently with the approval of the first preliminary plat for any development within the "Development Zone" (as such is depicted on Exhibit B attached to the Third Amendment). In addition to such dedication, the Owner shall construct a 2-lane segment of Craig Ranch Parkway from Collin McKinney Parkway to the Sam Rayburn Tollway ("SRT"), including the adjacent 12" waterline, in conjunction with the referenced first preliminary plat with the completion and acceptance of such construction being a condition to the filing of any Record Plat in the Development Zone. Concurrently with the construction of Craig Ranch Parkway, Owner shall construct full street sections of those portions of the roadway lying within 600 feet of the intersections of SRT and Collin McKinney Parkway. The additional lanes of Craig Ranch Parkway will be constructed at such time as a traffic impact analysis, requested by City and funded by Owner, indicates that additional lanes are required to serve the traffic volumes utilizing Craig Ranch Parkway.

In addition to the foregoing, Henneman Way from the OBGYN clinic to the western boundary of the Green Tract, including the roadway sections and any water and wastewater lines required incident thereto, shall be completed and accepted by Owner upon the earlier to occur of a) the platting of tracts immediately adjacent thereto or b) June 1, 2016.

In addition to the foregoing, any incomplete segments of waterlines or sanitary sewer lines shown on Exhibits C-2 and lying within the area shown on Exhibit C of the Third Amendment, shall be constructed by the earlier of June 1, 2016 or at the time of adjacent development."

3. Section 9.a. of the Agreement is amended as follows:

"9. **Events of Default by Owner in Construction of Public Infrastructure and City Remedies.** Each of the following shall constitute an Event of Default by Owner under this Agreement:

- a. Construction of Public Infrastructure. Unless otherwise agreed in the Third Amendment, Owner's failure to complete the construction of each Segment of the Public Infrastructure in accordance with the completion dates set forth on

Exhibits C-1 and C-2, except to the extent such failure is caused by any act or failure to act on the part of City, or "force majeure," as hereinafter defined."

4. Section 10 of the Agreement is amended as follows:

"10. Waiver of Roadway Impact Fees, Limited Waiver of Utility Impact Fees, Limited Waiver of Park Fees, Option to Purchase Additional Utility Fee Credits and Park Maintenance.

a. Roadway Impact Fees. As long as Owner is not in default under Paragraphs 4, 6, 7, 8 or 9, and as long as this Agreement has not been otherwise terminated by City, City agrees to waive the imposition and charge of roadway impact fees for all development on the Property depicted on Exhibit C of the Third Amendment, whether such development is by Owner or others.

b. Utility Impact Fees. So long as i) the Owner is not in default under Paragraphs 7, 8 or 9, ii) multi-family construction commences within thirty (30) months of the Effective Date of this Agreement on Phase I (as depicted on Exhibit D of the Third Amendment) of the Green Tract and iii) this Agreement, and any amendment thereto, has not been otherwise terminated by City, City agrees to a \$500,000 utility impact fee credit to be applied to multi-family units constructed upon the Green Tract, whether the same are constructed by Owner or others, until December 31, 2019 after which all utility impact fees shall be payable according to the ordinances then in effect. All non-residential and vertical multi-family units, save and except those multi-family units constructed on the Green Tract, shall pay utility impact fees from the Effective Date and continuing thereafter, subject to the following: In the event that multi-family construction does not commence on Phase I of the Green Tract within thirty (30) months of the Effective Date, Owner only shall receive a credit for utility impact fees equal to the amount of utility impact fees on non-residential and vertical multi-family units received by City from the Effective Date until June 1, 2013, such credit to be used on a "first come, first served" basis until June 1, 2019, after which all utility impact fees shall be payable according to ordinances then in effect. In addition, City and Owner agree that Owner has an existing utility impact fee credit of 359 single family units for lots whereupon building improvements are constructed prior to June 1, 2013 and upon single family lots which are under contract as of the Effective Date and whereupon building improvements are commenced prior to June 1, 2019 (if up to 1" meter service per unit), whether constructed by Owner or others. In consideration of the impact fee waivers and credits, Owner hereby waives any right to reimbursement for the construction of oversized utility facilities required by city ordinances. Owner agrees to construct utility facilities identified on Exhibit C-2, save and except those identified in the City's Water and Sewer Master Plan or Utility Impact Fee CIP as "to be installed by City", in accordance with the Third Amendment.

c. Park Fees. As long as Owner is not in default under Paragraphs 4, 6, 7, 8 or 9 and as long as this Agreement has not been terminated by City, City agrees to grant park fee credits through the dedication of Parks as shown on Exhibit A of the Third Amendment.

Parks shall be dedicated after platting, completion and acceptance by the City. The three (3) undeveloped parks identified in Exhibit A of the Third Amendment and any future urban parks located outside of the Development Zone would be developed according to the following urban park development standards, which standards shall control over any park standards to the contrary:

1. minimum area with required ground cover for parks of 1.5 acres or less - 35% and for parks greater than 1.5 acres – 25%;
2. park acreage to be computed net of rights-of-way;
3. seating for parks shall be computed on the basis of one (1) linear foot of seating for every 250 sq. ft. of open space;
4. the Dog Park would be exempt from the urban park development standards.

(a) The triangular parcel at entry point of Alma Road will not count as park dedication and will not be subject to development regulations concerning parks.

(b) The Dog Park will be constructed by Owner and dedicated to City before June 1, 2016. The standards for the construction of the Dog Park are:

1. 6' tall fence surrounding the park;
2. one (1) double entry gate;
3. separate gated sections for small and large dogs;
4. ten (10) picnic tables;
5. one (1) dog watering station in each area (small and large dog);
6. four (4) garbage receptacles with plastic pick-up bag dispensers;
7. three (3) interior light poles;
8. turf grass or wood chip groundcover; and
9. posted rules to be provided by the City.

5. The parks shown on Exhibit A to the Third Amendment will be dedicated. Except for the Grape Myrtle Park and the Veterans' Memorial hardscape improvements, flags and fountain equipment, the parks within Craig Ranch will be maintained by either the Master Homeowners' Association or the Commercial Owners'

Association at Craig Ranch (hereinafter referred to as the "COA/HOA"), and the governing documents of such associations shall be amended to reflect this obligation. Within ninety (90) days after the Effective Date, the City shall remit to VCIM the sum of \$194,312.50 for accrued and unpaid park maintenance reimbursement relating to Cooper Park, the OBGYN park and Van Tuyl Plaza. Throckmorton Park shall not be subject to City park maintenance reimbursement, either retrospectively or prospectively. After the Effective Date, the City shall reimburse the COA/HOA for park maintenance (the existing parks, less Throckmorton Park, and future parks built to the urban standards above lying outside of the Development Zone) at the rate of \$2,500 per acre per year, payable quarterly, with a five-year CPI/DFW adjustment to be calculated and applied prospectively, using 2012 as the base year. When, after the application of the CPI/DFW adjustments, the annual rate per acre reaches \$5,000 per acre, the rate shall continue at \$5,000 per acre until set otherwise by mutual agreement. With City consent, parks shown on Exhibit F-1 of the Second Amendment that are not presently constructed may be relocated.

6. Park fees/park land dedication for residential developments in the Development Zone will be computed based upon the City standards in effect at the time of such developments, and such park fees/park land dedications are not waived and no park fee credits shall attach to the property in the Development Zone.
7. A tract of not less than seven (7) acres containing a tree mass within the commercial/retail parcel in southern portion of Green Tract will be placed into a perpetual common area owned and maintained by the COA/HOA concurrently with the development of Phase II of the Green Tract, as depicted on Exhibit D to the Third Amendment. The tree mass shall be preserved. The tract may be improved with walking paths, bridges, drainage features and a lake area (2-3 acres), subject to review and approval by the City. This area will not be dedicated as a City park. The tract shall be developed to provide recreational use by the residential and commercial users in close proximity thereto.
8. Land between the Ballfields and the City's soccer property, save and except a portion immediately adjacent to Collin McKinney Parkway that will be reclaimed by Owner, and the property encompassing the drainage channel located immediately south thereof between Henneman Way and SRT will be dedicated at no cost to the City, subject to easements for utilities and drainage from the adjacent parcels on the west, upon the earlier of the redevelopment of the Ballfields or June 1, 2016.

9. Those parks already designated as Cooper Park, Millie Cooper Park, Throckmorton Park and Van Tuyl Plaza shall retain those names when dedicated to the City; all other parks will be subject to the rules and ordinances of the City for naming parks.
10. Notwithstanding the payment of fees hereunder, Owner shall dedicate all public Parks shown on Exhibit A of the Third Amendment as consideration for the park waiver and credit provisions contained herein.

d. Park Maintenance by Owner. All designated Parks shall be maintained by the COA/HOA and shall be funded by all properties located in the Property, save and except city-owned parcels. The COA/HOA shall also maintain all streetscape improvements and landscaping located outside the roadway rights-of-way.”

5. Paragraph 1 of the Second Amendment shall read as follows:

“1. When demand dictates, as determined by the City, Owner shall convey to City by Special Warranty Deed and at no cost to the City, up to a 2.37 acre parcel of land for public purposes, including use as a public safety facility (the “Fire Station Tract”). The City shall determine the location based on development patterns and public safety needs, including currently-developed sites, subject to Owner’s consent which consent shall not be unreasonably withheld. Owner shall construct the roadways/thoroughfares on the entire perimeter of the parcel depicted on Exhibit A in accordance with City ordinances and related development agreements; however Owner shall not be required to construct perimeter roadways on any undeveloped site chosen by City. The parcel shall be conveyed free and clear of any restrictive covenants, save and except a restriction that the parcel be used for a public safety facility. The parcel shall further be excluded from any COA/HOA and any associated dues or assessments for common area maintenance. The parcel shall be conveyed free of any encumbrances, and it shall be reviewed and approved by the City Attorney prior to acceptance of the conveyance, and City shall bear the cost of any closing costs and title insurance.”

6. Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Agreement, the First Amendment or the Second Amendment.

7. Except as amended hereby, all of the terms and provisions of the Agreement, the First Amendment, the Second Amendment and any other amendments thereto shall remain in full force and effect and are hereby reaffirmed and ratified.

8. The Owner and City agree that the Owner’s obligations under Paragraph 2 of the Second Amendment are satisfied.

9. The Owner and City agree that the Owner's obligations under Paragraph 1 of the First Amendment are satisfied.

10. The Owner and City agree that the Owner's obligations under Paragraphs 3, 6, 11, 12, 13, 16, 18 of the Agreement are satisfied.

11. The Effective Date of the Third Amendment shall be August 21, 2012.

In witness whereof, this Third Amendment to Chapter 380 Development Program and Agreement for Craig Ranch has been executed to be effective as of the Effective Date.

THE CITY OF MCKINNEY, TEXAS,
a Texas municipal corporation

By: _____
Name: Jason Gray
Title: City Manager
Date Signed: _____

VCIM PARTNERS, L.P.,
a Texas limited partnership
By: VCIM, L.L.C.
a Texas limited liability company,
its General Partner

By: _____
Name: David Craig
Title: General Manager
Date Signed: _____

CR ALMA, LP, a Texas limited partnership
By: McKinney CR GP, LC, its General
Partner

By: _____
Name: Robert J. Holcomb
Title: Manager

By: _____
Name: David Craig
Title: General Manager
Date Signed: _____

MID-ALMA, LP, a Texas limited partnership
By: McKinney CR GP, LC, its General
Partner

By: _____
Name: Robert J. Holcomb
Title: Manager

By: _____
Name: David H. Craig
Title: Manager
Date Signed: _____

CR BALLFIELDS, LP,
a Texas limited partnership
By: McKinney CR GP, LC,
its General Partner

By: _____
Name: Robert J. Holcomb
Title: Manager

By: _____
Name: David H. Craig
Title: Manager
Date Signed: _____

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared JASON GRAY, City Manager of the **CITY OF MCKINNEY, TEXAS**, a Texas municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY
OF _____, 2012.

Notary Public _____ County, Texas
My commission expires _____

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared DAVID CRAIG, in his capacity as General Manager of VCIM, L.L.C., a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that VCIM, L.L.C. is the General Partner of **VCIM PARTNERS, LP**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY
OF _____, 2012.

Notary Public _____ County, Texas
My commission expires _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared ROBERT J. HOLCOMB, in his capacity as Manager of McKinney CR GP, LC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that McKinney CR GP, LC, is the General Partner of **CR ALMA, LP**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY
OF _____, 2012.

Notary Public _____ County, Texas
My commission expires _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared DAVID H. CRAIG, in his capacity as Manager of McKinney CR GP, LC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that McKinney CR GP, LC, is the General Partner of **CR ALMA, LP**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY
OF _____, 2012.

Notary Public _____ County, Texas
My commission expires _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared ROBERT J. HOLCOMB, in his capacity as Manager of McKinney CR GP, LC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that McKinney CR GP, LC, is the General Partner of **MID-ALMA, LP**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY
OF _____, 2012.

Notary Public _____ County, Texas
My commission expires _____

STATE OF TEXAS §
COUNTY OF _____ §

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY
OF _____, 2012.

Notary Public _____ County, Texas
My commission expires _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared ROBERT J. HOLCOMB, in his capacity as Manager of McKinney CR GP, LC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that McKinney CR GP, LC, is the General Partner of **CR BALLFIELDS, LP**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY
OF _____, 2012.

Notary Public _____ County, Texas
My commission expires _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared DAVID H. CRAIG, in his capacity as Manager of McKinney CR GP, LC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that McKinney CR GP, LC, is the General Partner of **CR BALLFIELDS, LP**, a Texas limited partnership, and that he executed the same on behalf of and as the act of the Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY
OF _____, 2012.

Notary Public _____ County, Texas
My commission expires _____

PREPARED IN THE OFFICES OF:

BROWN & HOFMEISTER, L.L.P.
740 East Campbell Road, Suite 800
Richardson, Texas 75081
214/747-6100
214/747-6111 Fax

**THIRD AMENDMENT TO CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM
AND AGREEMENT FOR CRAIG RANCH
("VCIM II")**

August 21, 2012 (the "Effective Date")

**EXHIBIT A
The Park Parcels**

**THIRD AMENDMENT TO CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM
AND AGREEMENT FOR CRAIG RANCH
("VCIM II")**

August 21, 2012 (the "Effective Date")

EXHIBIT "B"
The Development Zone

**THIRD AMENDMENT TO CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM
AND AGREEMENT FOR CRAIG RANCH
("VCIM II")**

August 21, 2012 (the "Effective Date")

EXHIBIT "C"
Craig Ranch Property Subject to Third Amendment

**THIRD AMENDMENT TO CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM
AND AGREEMENT FOR CRAIG RANCH**

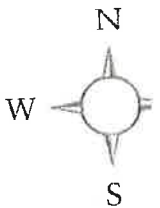
("VCIM II")

August 21, 2012 (the "Effective Date")

EXHIBIT "D"

Phases of Columbus Realty Project

Craig Ranch



Less than 3
to Highway!

full interchange w/
on / off ramps



CONTACT INFO:

CONTACT INFO:
www.CraigRanchTexas.com

www.CraigRanchTexas.com
www.CraigRanchCommercial.com

6850 TPC Drive, McKinney TX

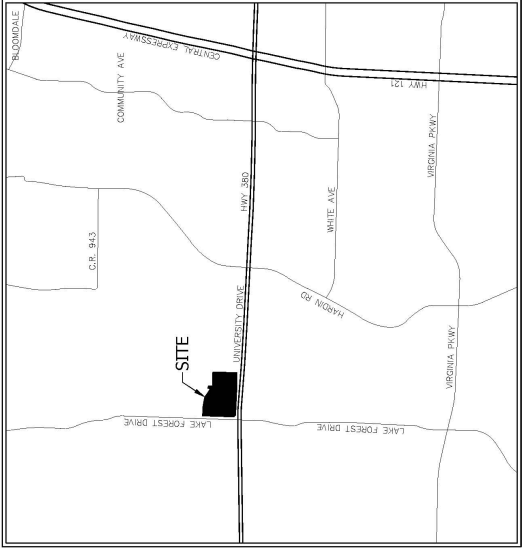
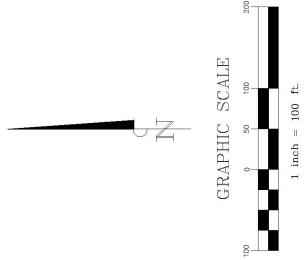
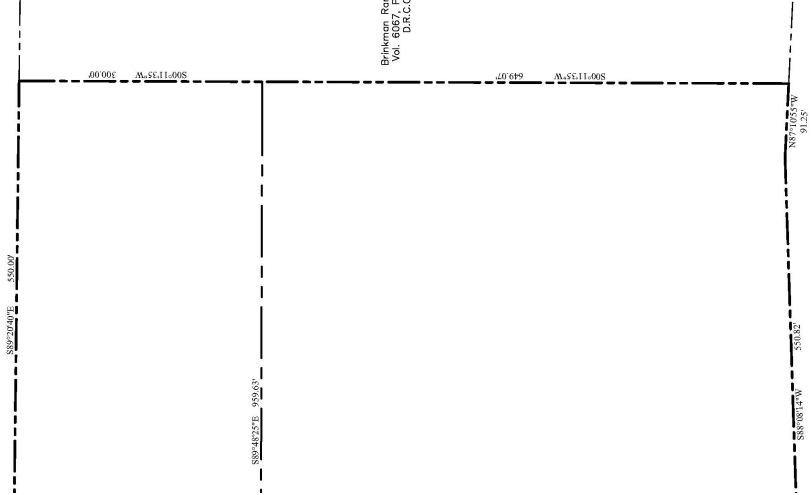
972.529.5700

972.529.1375

FUTURE ARTS OF COLLIN COUNTY

South 720, LP
Vol. 4585, Pg. 1247,
D.R.C.C.T.

Northern Limits of "OC" -
Corridor Commercial
Overlay District



VICINITY MAP
N.T.S.

BOUNDARY DESCRIPTION:

Being a tract of land situated in the William H. Hunt Survey, Abstract No. 450, in the City of McKinney, County, Texas, and being a part of that tract of land described by deed to Kayasa Family, Ltd. tract, as recorded under Document No. 20088312005566/40, of the Deed Records, Collin County, Texas (D.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the northeasterly corner of a Right-of-Way Dedication for Lake Forest Drive, to said Kayasa Family, Ltd., as recorded under Document No. 20088312005566/40, and continuing along the southerly line of said tract to the southeasterly corner of Lot 1, Block A of PHASE 1 HIGHRIDGE ADDITION, as recorded in Volume L, Page 868, of the Map Records, Collin County, Texas (M.R.C.C.T.);

THENCE along the southerly line of said PHASE 1 HIGHRIDGE ADDITION, same being the northerly line of said Kayasa Family, Ltd. tract, the following courses and distances:

South 88°21'55" East, a distance of 390.35' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set (herein after referred to as a capped iron rod set) at an angle point, said corner being in the southerly line of Lot 7, Block A, of said addition;

South 80°34'59" East, a distance of 354.68' to a 5/8" iron rod with a plastic cap found at an angle point, said corner being in the southerly line of Lot 14, Block A, of said addition;

South 56°41'08" East, a distance of 391.66' to a 1/2" iron rod with a plastic cap stamped "DCA" found at the southeasterly corner of said PHASE 1 HIGHRIDGE ADDITION, same being an "ell" corner of said Kayasa Family Ltd. tract;

THENCE North 18°00'46" East, continuing along a common line between said PHASE 1 HIGHRIDGE ADDITION and Kayasa Family, Ltd. tract, a distance of 109.09' to a 1/2" iron rod with a plastic cap stamped "RPLS 4050" found for corner in the westerly line of a tract of land described by deed to South 720, L.P., as recorded in Volume 4665, Page 1247, D.R.C.C.T.;

THENCE along the common line between said Kayasa Family, Ltd. and South 720, L.P. tracts, the following courses and distances:

South 72°02'56" East, a distance of 99.44' to a 1/2" iron rod with a plastic cap stamped "DCA" found for corner;

South 00°39'14" West, a distance of 146.37' to a 1/2" iron rod found for corner;

South 89°20'46" East, a distance of 550.00' to a 5/8" iron rod with a plastic cap stamped "Carter Burgess" found at the most easterly northeast corner of said Kayasa Family, Ltd. tract, same being the northwesterly corner of a tract of land described by deed to Brinkman Ranches, L.P., as recorded in Volume 6067, Page 1320, D.R.C.C.T.;

THENCE South 00°11'29" West, along the common line between said Kayasa Family, Ltd. and Brinkman Ranches, L.P. tracts, a distance of 949.07' to a 5/8" iron rod found for the southeasterly corner of said Kayasa Family, Ltd. tract, same being the southwesterly corner of said Brinkman Ranches, L.P. tract, said corner also being in the northerly monumented line of U.S. Highway No. 380;

THENCE in a westerly direction, along said northerly monumented line of U.S. Highway No. 380, the following courses and distances:

North 87°11'01" West, a distance of 91.25' to a capped iron rod set at an angle point;

South 88°08'08" West, a distance of 550.82' to a 5/8" iron rod found at an angle point;

North 88°44'47" West, a distance of 1031.83' to a capped iron rod set at the southeasterly end of a corner clip at the intersection of said U.S. Highway No. 380 and the aforementioned easterly monumented line of Lake Forest Drive;

THENCE North 48°36'41" West, along said corner clip, a distance of 94.52' to a capped iron rod set in said easterly monumented line of Lake Forest Drive;

THENCE in a northerly direction, along said easterly monumented line of Lake Forest Drive, the following courses and distances:

North 00°09'52" West, a distance of 361.18' to a capped iron rod set at an angle point;

North 00°17'02" East, a distance of 880.08' to the POINT OF BEGINNING and containing 45.821 acres of land, more or less.

Exhibit B

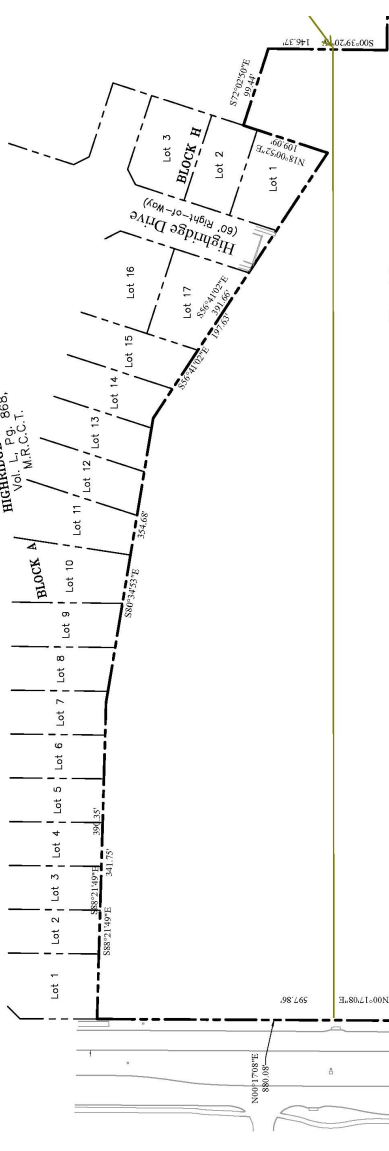
ZONING EXHIBIT
FOR
ZONING CASE # 12-109Z
45.821 ACRES OUT OF THE
WILLIAM H. HUNT SURVEY, ABST. NO. 450
REQUEST FOR REZONING OF PD #1478
LOCATED IN THE
CITY OF MCKINNEY, COLLIN COUNTY, TEXAS

PREPARED: JUNE 21, 2012

ENGINEER:
BANNISTER
ENGINEERING
2000 Hwy 287A, Ste 110 | Mesquite, TX 76060 | 817.862.2391 | 817.862.2395 fax
(FAXES ARE NOT FOR VOICED CALLS)
CONTACT: JEFF UNDER

PROPERTY OWNER:
KAYASA FAMILY LTD.
670 W. ARAPAHO #14
RICHARDSON, TX 75080
PH: (972) 644-4404

PHASE 1
HIGHRISE ADDITION
Vol. L, Pg. 866,
M.R.C.C.T.



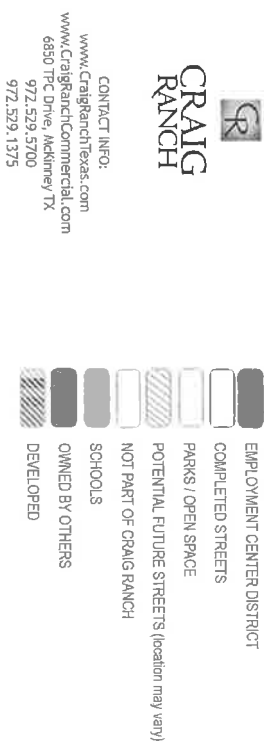
Tract 1
18.123 ACRES
REQUEST REZONE TO "O" OFFICE,
3 STORY MAXIMUM WITH
NURSING HOME AS ALLOWED USE

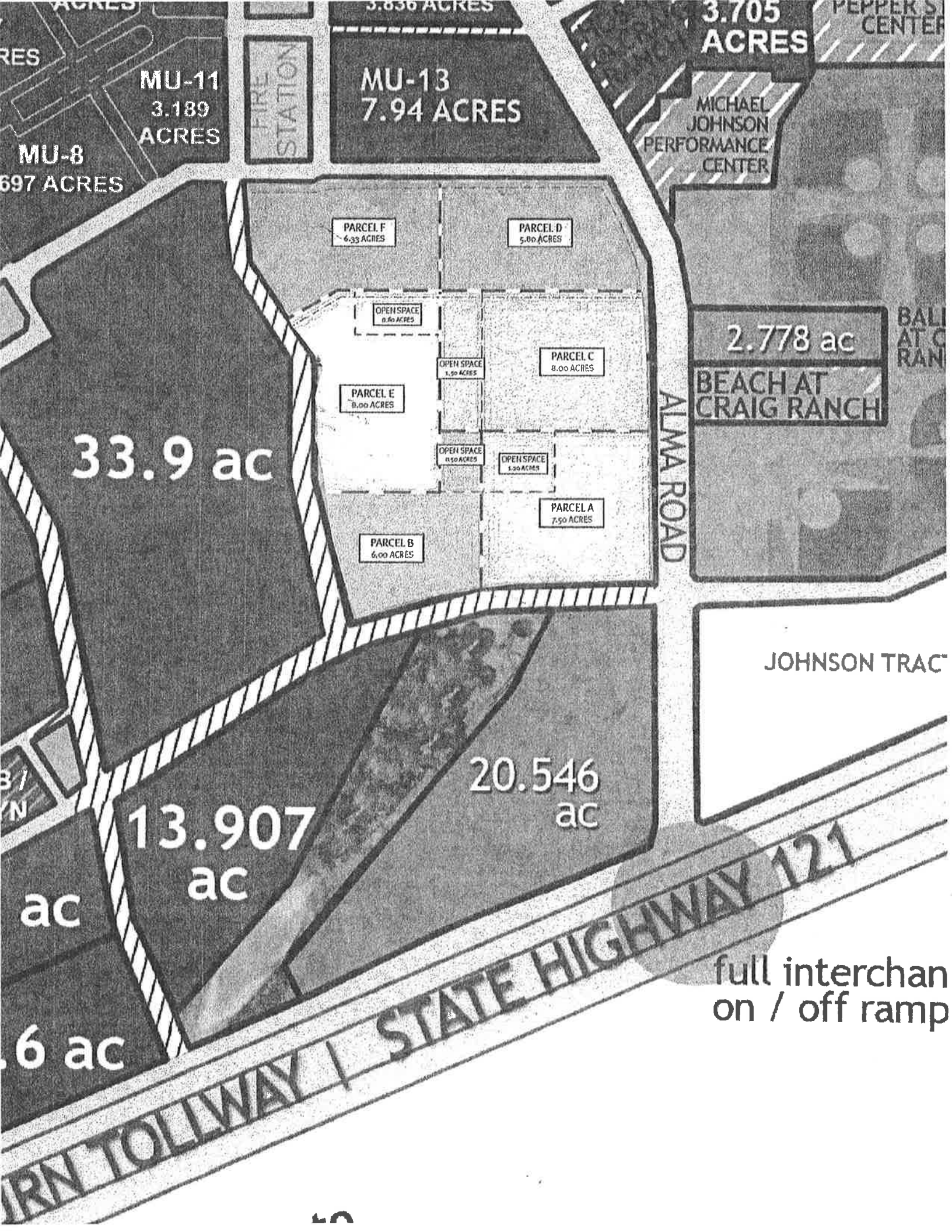
Tract 2
27.698 ACRES
REQUEST REZONE TO "C"
PLANNED CENTER DISTRICT

Lake Forest
Drive

N 89° 42' 52" E
141.75'

U.S. Highway No. 380
(variable width right-of-way)







12-125Z2

TITLE:

Conduct a Public Hearing to Consider/Discuss/Act on the Request by JBI Partners, Inc., on Behalf of Lifestyle Communities of Texas for Approval of a Request to Rezone Approximately 31.63 Acres from "PD" - Planned Development District to "RS 45" - Single Family Residential District, Located on the Southeast Corner of Hardin Boulevard and Sorrell Road, and Accompanying Ordinance

MEETING DATE: August 21, 2012

DEPARTMENT: Planning

CONTACT: Michael Quint, Senior Planner

RECOMMENDED CITY COUNCIL ACTION:

- Staff recommends approval of the proposed rezoning request with the following special ordinance provision:
 1. The subject property shall develop in accordance with Section 146-74 "RS 45" - Single Family Residence District of the Zoning Ordinance, and as amended.

ITEM SUMMARY:

- The applicant is requesting to rezone approximately 31.63 acres of land, located on the southeast corner of Hardin Boulevard and Sorrell Road from "PD" - Planned Development District to "RS 45" - Single Family Residence District. The applicant has indicated the desire to develop a detached single family residential neighborhood.

BACKGROUND INFORMATION:

- See the attached staff report.

SPECIAL CONSIDERATIONS:

- See the attached staff report.

FINANCIAL SUMMARY:

- See the attached staff report.

BOARD OR COMMISSION RECOMMENDATION:

- At the July 24, 2012 Planning and Zoning Commission meeting, the Commission voted to unanimously recommend approval of the proposed rezoning request as recommended by Staff.

SUPPORTING MATERIALS:

[Agenda Item Summary](#)

[PZ Minutes](#)

[PZ Staff Report](#)

[Location Map & Aerial Exhibit](#)

[Letter of Intent](#)

[Fiscal Impact Analysis](#)

[Illustrative Plan \(Informational Only\)](#)

[Proposed Ordinance with Exhibit](#)

[PowerPoint Presentation](#)



TITLE: Conduct a Public Hearing to Consider/Discuss/Act on the Request by JBI Partners, Inc., on Behalf of Lifestyle Communities of Texas for Approval of a Request to Rezone Approximately 31.63 Acres from "PD" – Planned Development District to "RS 45" – Single Family Residential District, Located on the Southeast Corner of Hardin Boulevard and Sorrell Road, and Accompanying Ordinance

MEETING DATE: August 21, 2012

DEPARTMENT: Planning

CONTACT: Michael Quint, Senior Planner

RECOMMENDED CITY COUNCIL ACTION:

- Staff recommends approval of the proposed rezoning request with the following special ordinance provision:
 1. The subject property shall develop in accordance with Section 146-74 "RS 45" – Single Family Residence District of the Zoning Ordinance, and as amended.

ITEM SUMMARY:

- The applicant is requesting to rezone approximately 31.63 acres of land, located on the southeast corner of Hardin Boulevard and Sorrell Road from "PD" – Planned Development District to "RS 45" – Single Family Residence District. The applicant has indicated the desire to develop a detached single family residential neighborhood.

BACKGROUND INFORMATION:

- See the attached staff report.

SPECIAL CONSIDERATIONS:

- See the attached staff report.

FINANCIAL SUMMARY:

- See the attached staff report.

BOARD OR COMMISSION RECOMMENDATION:

- At the July 24, 2012 Planning and Zoning Commission meeting, the Commission voted to unanimously recommend approval of the proposed rezoning request as recommended by Staff.

Planning and Zoning Commission Meeting Minutes of July 24, 2012:

12-125Z Conduct a Public Hearing to Consider/Discuss/Act on the Request by JBI Partners, Inc., on Behalf of Lifestyle Communities of Texas for Approval of a Request to Rezone Approximately 31.63 Acres from "PD" - Planned Development District to "RS 45" - Single Family Residential District, Located on the Southeast Corner of Hardin Boulevard and Sorrell Road.

Mr. Michael Quint, Senior Planner for the City of McKinney, explained the proposed rezoning request. He stated that Staff recommends approval of the proposed rezoning request with the special ordinance provision as listed in the staff report.

Mr. Jeff Miles, JBI Partners, 16301 Quorum Dr., Addison, TX, explained the proposed rezoning request and stated that he concurred with the staff report. He stated that the proposed homes should start out around the \$300,000 price range.

Chairman Clark opened the public hearing and called for comments.

Dr. Al Johnston, 1300 Winston Dr., McKinney, TX 75070, expressed concerns over privacy and lighting issues. He suggested having a living screen to address these concerns.

Mrs. Joy Sorrell Wood, 620 Denton Creek Dr., McKinney, TX 75070, asked about the entrances to this proposed development. Mr. Michael Quint, Senior Planner for the City of McKinney, stated that one entrance would be off of Hardin Road and the other off of Sorrell Road.

The Commission unanimously approved the motion by Commission Member Thompson, seconded by Commission Member Franklin, to close the public hearing.

Mr. Michael Quint, Senior Planner for the City of McKinney, briefly discussed the existing tree line along the property that he felt would most likely be maintained. He felt that privacy fences would most likely be installed. Mr. Quint briefly discussed McKinney's Lighting Ordinance. He stated that there are not any standards for vehicle headlights that would address those lighting concerns.

Mr. Jeff Miles, JBI Partners, Inc., stated that they do not want to delay this development. He stated that he is willing to meet with the neighbors to discuss possible solutions to their privacy and lighting concerns.

Commission Member Bush felt the applicant was being very accommodating by down zoning the property. He felt that the lighting issues would be far worse with a multi-family or townhome development on the property.

Vice-Chairman Lindsay felt this proposed development was a good project for the property.

The Commission unanimously approved the motion by Commission Member Thompson, seconded by Commission Member Bush, to recommend approval of the rezoning request as recommended by Staff.

Chairman Clark stated that the recommendation of the Planning and Zoning Commission will be forwarded to the City Council meeting on August 21, 2012.

AGENDA ITEM

TO: Planning and Zoning Commission

FROM: Michael Quint, Senior Planner

SUBJECT: Conduct a Public Hearing to Consider/Discuss/Act on the Request by JBI Partners, Inc., on Behalf of Lifestyle Communities of Texas for Approval of a Request to Rezone Approximately 31.63 Acres from "PD" – Planned Development District to "RS 45" – Single Family Residential District, Located on the Southeast Corner of Hardin Boulevard and Sorrell Road.

APPROVAL PROCESS: The recommendation of the Planning and Zoning Commission will be forwarded to the City Council for final action at the August 21, 2012 meeting.

STAFF RECOMMENDATION: Staff recommends approval of the proposed rezoning request with the following special ordinance provision:

1. The subject property shall develop in accordance with Section 146-74 "RS 45" – Single Family Residence District of the Zoning Ordinance, and as amended.

APPLICATION SUBMITTAL DATE: Jun 25, 2012 (Original Application)
July 9, 2012 (Revised Submittal)

ITEM SUMMARY: The applicant is requesting to rezone approximately 31.63 acres of land, located on the southeast corner of Hardin Boulevard and Sorrell Road from "PD" – Planned Development District to "RS 45" – Single Family Residence District. The applicant has indicated the desire to develop a detached single family residential neighborhood.

PLATTING STATUS: The subject property is currently unplatted. A record plat or plats, subject to review and approval by the Director of Planning, must be filed for recordation with the Collin County Clerk, prior to issuance of a building permit.

ZONING NOTIFICATION SIGNS: The applicant has posted zoning notification signs on the subject property, as specified within Section 146-164 (Changes and Amendments) of the City of McKinney Zoning Ordinance.

SURROUNDING ZONING AND LAND USES:

Subject Property: "PD" – Planned Development District Ordinance No. 2004-09-092
("RG 27" – General Residence District uses)

North	"BG" – General Business District	Undeveloped Land
	"RS 84" – Single Family Residence District	Single Family Residence
South	"RS 84" – Single Family Residence District	Stonegate Residential Neighborhood (Private Street)
East	"RS 84" – Single Family Residence District	Single Family Residence
West	"BG" – General Business District	Undeveloped Land
	"PD" – Planned Development District Ordinance No. 96-04-15	Bluffs & Brookside at Winding Creek Residential Neighborhoods

PROPOSED ZONING: The applicant is requesting to rezone the subject property from "PD" – Planned Development District to "RS 45" – Single Family Residence District. The applicant has indicated that they plan to develop a detached single family residential neighborhood consisting of approximately 96 lots that are approximately 5,500 square feet in size. The anticipated density of the proposed development is 4.1 dwelling units per acre which is far less than is allowed by the "RS 45" zoning district (8.0 dwelling units per acre) and less than the density currently allowed on the property by the existing zoning (14.5 dwelling units per acre). The applicant has provided an informational illustrative plan which generally reflects how the applicant intends to develop the property. Staff recommends approval of the proposed rezoning request.

CONFORMANCE TO THE COMPREHENSIVE PLAN: The Future Land Use Plan (FLUP) designates the subject property for medium and low density uses. The FLUP modules diagram designates the subject property as suburban mix within a significantly developed area. The Comprehensive Plan lists factors to be considered when a rezoning request is being considered within a significantly developed area:

- **Comprehensive Plan Goals and Objectives:** The proposed rezoning request is generally in conformance with the goals and objectives of the Comprehensive Plan. In particular, the proposed zoning change would help the community attain the goal of "Economic Development Vitality for a Sustainable and Affordable Community" through the stated objective of the Comprehensive Plan, a "balanced development pattern". Another goal of the Comprehensive Plan is accomplished through "Land Use Compatibility and Mix" by creating a "mix of land uses that provides for various lifestyle choices".

- Impact on Infrastructure: The Future Land Use Plan (FLUP) designates the subject property generally for medium and low density residential uses. The water master plan, sewer master plan, and master thoroughfare plan are all based on the anticipated land uses as shown on the Future Land Use Plan. The proposed rezoning of the subject property generally conforms to the Future Land Use Plan, and should have a minimal impact on the existing and planned water, sewer and thoroughfare plans in the area.
- Impact on Public Facilities/Services: The Future Land Use Plan (FLUP) designates the subject property generally for medium and low density residential uses. Similar to infrastructure, public facilities and services are all planned for based on the anticipated land uses shown on the Future Land Use Plan. The proposed rezoning request generally conforms to the Future Land Use Plan, thus, should have a minimal impact on public facilities and services. If any impact is encountered, it should be a positive impact as the number of dwelling units is being reduced by the proposed rezoning request from what is currently allowed.
- Compatibility with Existing and Potential Adjacent Land Uses: The properties located adjacent to the subject property are zoned for commercial and residential uses. The proposed rezoning request will result in land uses that are generally compatible with the existing and potential adjacent land uses.
- Fiscal Analysis: While the attached cost benefit fiscal analysis reflects a negative net cost benefit of \$88,638 if the property were developed under the proposed zoning district, the fiscal analysis shows a negative cost benefit of \$371,261 if the property were developed under the existing zoning district. This difference is a positive impact of \$282,623.

The full cost method of calculating public service cost is useful for citywide modeling and forecasting. This method takes the entire city budget into account, including those costs that cannot be attributed to any one project such as administrative costs and debt service on municipal bonds. Because the full cost method takes into account all costs, it is useful in tracking the city budget to determine if the citywide tax revenue is sufficient to pay for the operating costs to the city.

- Concentration of a Use: The proposed rezoning request should not result in an over concentration of residential land uses in the area since the area is intended to be developed for residential uses.

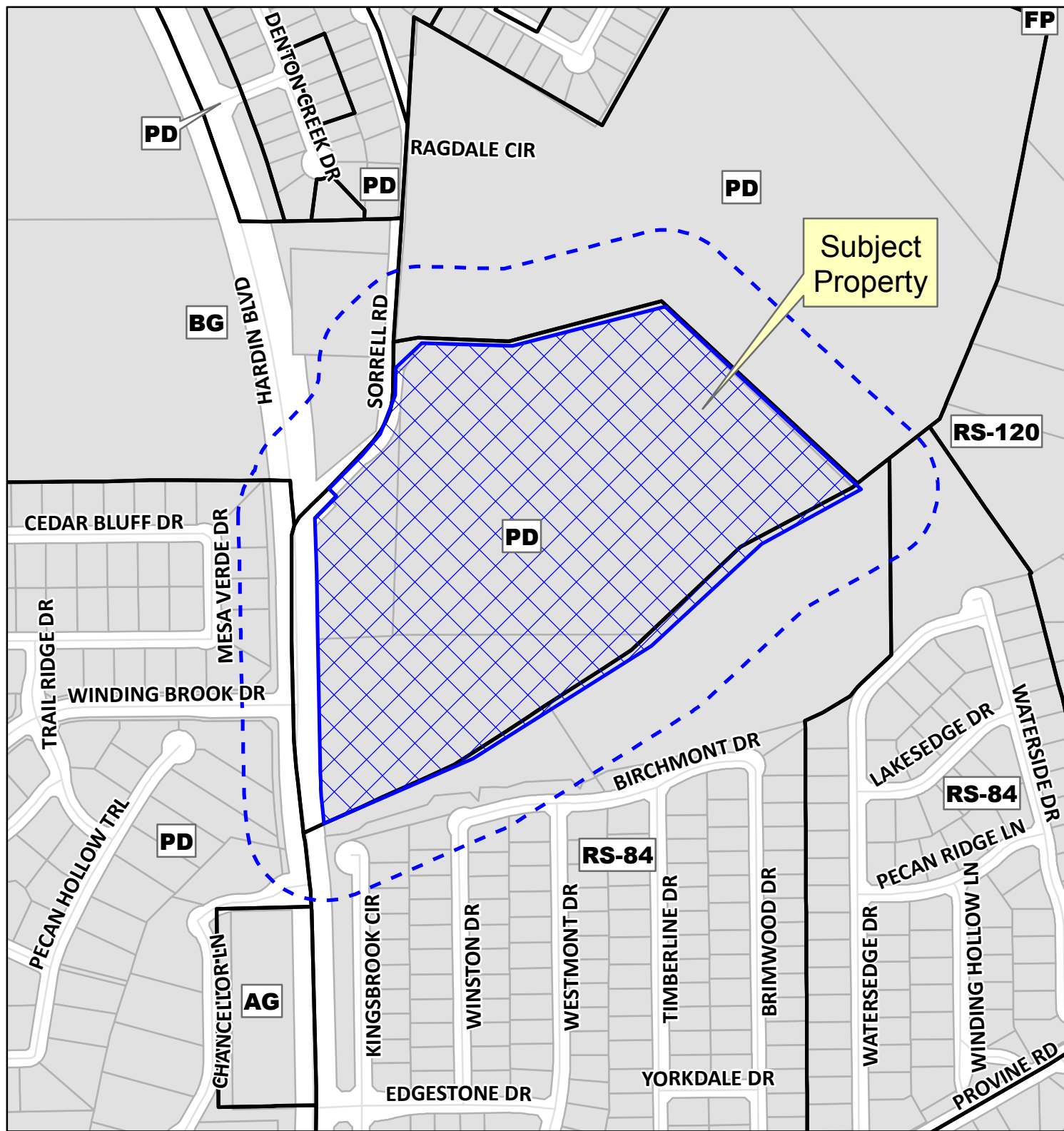
CONFORMANCE TO THE MASTER PARK PLAN (MPP): The proposed rezoning request does not conflict with the Master Park Plan.

CONFORMANCE TO THE MASTER THOROUGHFARE PLAN (MTP): The proposed rezoning request does not conflict with the Master Thoroughfare Plan.

OPPOSITION TO OR SUPPORT OF REQUEST: Staff has received no specific comments or phone calls in support of or opposition to this request. That being said, Staff has received several phone calls from adjacent property owners requesting more information regarding the proposed request.

ATTACHMENTS:

- Location Map and Aerial Exhibit
- Letter of Intent
- Fiscal Analysis
- Illustrative Plan
- PowerPoint Presentation

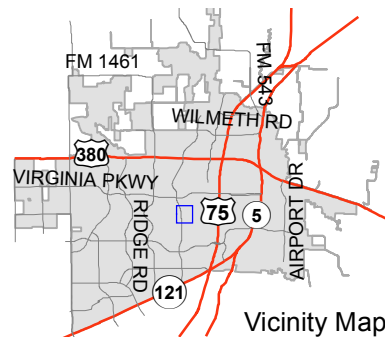


0 250 500
Feet

Notification Case

Case: 12-125Z

--- 200' Notification Buffer





16301 Quorum Drive
Suite 200 B
Addison, Texas 75001

T.972.248.7676
F.972.248.1414

June 26, 2012

Mr. Michael Quint
City of McKinney
221 N. Tennessee
McKinney, Texas 75070

RE: Westlake
Letter of Intent
JBI Project No. JBG005

Dear Mr. Quint:

On behalf of our client, Hardin Lake, LLC, we are requesting to rezone approximately 31.6 acres of land from a Planned Development for Townhomes with the RG-27 zoning district as its base to the RS-45 zoning district. The property is shown on the Illustrative Plan. Westlake is located at the southeast corner of Hardin Road and Sorrell Road.

Westlake has approximately 896' of frontage along Hardin Road. Of the 31.6 acres, approximately 9.3 acres are in a soil conservation easement for Provine Lake. The remaining developable portion of the neighborhood is approximately 22.3 acres. The city's Comprehensive Plan recommends this area be developed with Medium and Low Density Residential uses. These land use designations allow for up to 12 homes/acre.

The included Illustrative Plan for Westlake identifies 95 single family home sites. The lots will have a typical size of 50' x 110' (5,500 square feet). This yields a density of approximately 4.1 homes/acre on the developable portion of the neighborhood. The existing zoning allows for 144 townhomes or 6.4 homes/acre. Our proposal is a 34% decrease from what is allowed with the current zoning on the property.

The majority of land in this part of McKinney is developed. As such, Westlake will be an in-fill neighborhood. The single family homes in Westlake will be developed as a combination of zero lot line homes and homes centered on the lots. The minimum side yard separation between houses will be 10'.

Westlake has been designed to allow for some homes to back to a portion of the conservation easement and for a street to front and open up the neighborhood to a portion of the conservation easement. The fronting situation occurs where the neighborhood is closest to the lake. This will allow the entire Westlake neighborhood to benefit from the lake views. Homes are backing the portion of the conservation easement which is nothing but a field with no other vegetation except for grasses. An open cul-de-sac has been incorporated into the neighborhood's design at its southern tip. This has been done to take advantage of the tree cover which exists in this portion of the conservation easement. Once again, allowing all of the neighborhood's residents to receive the benefits of the property.

June 26, 2012

Mr. Quint

Page 2 of 2

Westlake will be a single family neighborhood which will be compatible to the existing single family neighborhoods in the area. Additionally, this request is in compliance with the City's Comprehensive Plan.

If you have any questions, please feel free to contact me.

Sincerely,

JB PARTNERS, INC.

Jerry Syb, AICP



CITY OF MCKINNEY, TEXAS
ZONING SNAPSHOT COMPARISON OF COSTS & BENEFITS
ONE YEAR EXAMINATION AT FULL DEVELOPMENT
2011

Description:

Existing Zoning: PD (RG 27)

Proposed Zoning: RS 45

31.6 Acre/Acres	31.6 Acre/Acres	DIFFERENCE BETWEEN PROPOSED AND EXISTING ZONING
EXISTING ZONING	PROPOSED ZONING	
-	+	=

REVENUES

Annual Property Taxes	\$220,171	\$175,767	(\$44,404)
Annual Retail Sales Taxes	\$0	\$0	\$0
Annual City Revenue	\$220,171	\$175,767	(\$44,404)

COSTS

Cost of Service (Full Cost PSC)	\$591,433	\$264,405	(\$327,028)
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COST/BENEFIT COMPARISON

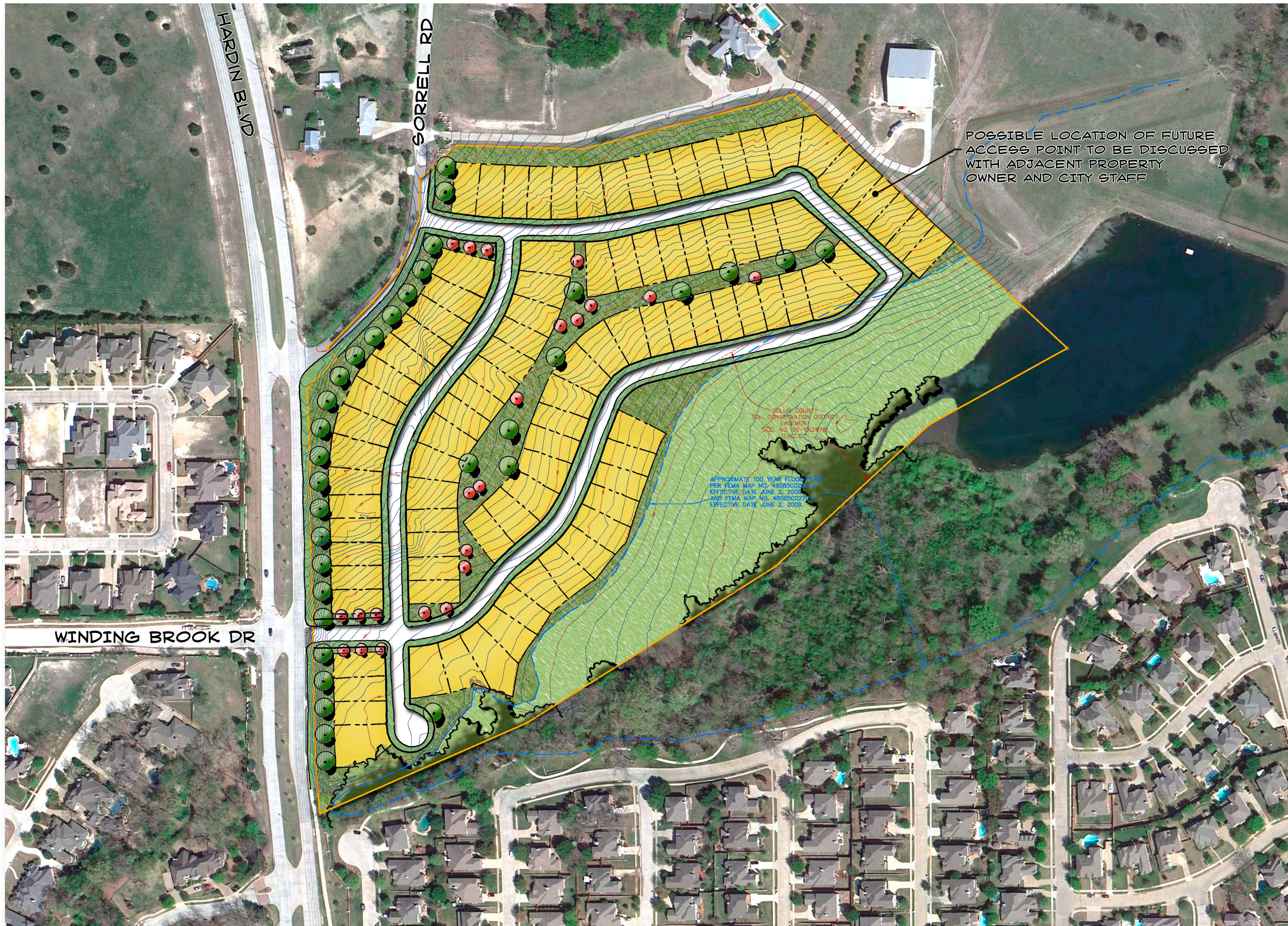
+ Annual City Revenue	\$220,171	\$175,767	(\$44,404)
- Annual Full Cost of Service	(\$591,433)	(\$264,405)	(\$327,028)
= Annual Full Cost Benefit at Build Out	(\$371,261)	(\$88,638)	\$282,623

VALUES

Residential Taxable Value	\$37,604,000	\$30,020,000	(\$7,584,000)
Non Residential Taxable Value	\$0	\$0	\$0
Total Taxable Value	\$37,604,000	\$30,020,000	(\$7,584,000)

OTHER BENCHMARKS

Population	806	360	(446)
Total Public Service Consumers	806	360	(446)
Potential Indirect Sales Tax Revenue	\$120,333	\$96,064	(\$24,269)



ILLUSTRATIVE PLAN

COMMUNITY DATA

SITE: 31.6 AC +/-
 SOIL CONSERVATION EASEMENT: 9.3 AC +/-
 NET DEVELOPABLE: 22.3 AC +/-

96 LOTS (50' X 110' TYP)

WESTLAKE MCKINNEY, TEXAS

ENGINEERING, PLANNING AND LANDSCAPE ARCHITECTURE FOR REAL ESTATE DEVELOPMENT

16301 GUORUM DR.
 SUITE 200 B
 ADDISON, TX 75001



ORDINANCE NO. 2012-08-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AMENDING ORDINANCE NO. 1270 OF THE CITY OF MCKINNEY, TEXAS; SO THAT AN APPROXIMATELY 31.63 ACRE PROPERTY, LOCATED ON THE SOUTHEAST CORNER OF HARDIN BOULEVARD AND SORRELL ROAD, IS REZONED FROM “PD” – PLANNED DEVELOPMENT DISTRICT TO “RS 45” – SINGLE FAMILY RESIDENCE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INJUNCTIVE RELIEF, PROVIDING FOR NO VESTED INTEREST; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

WHEREAS, the City of McKinney has considered the rezoning of an approximately 31.63 acre property, located on the southeast corner of Hardin Boulevard and Sorrell Road, which is more fully depicted on Exhibit A, attached hereto, from “PD” – Planned Development District to “RS 45” – Single Family Residence District; and,

WHEREAS, after due notice of the requested rezoning as required by law, and the required public hearings held before the Planning and Zoning Commission and the City Council of the City of McKinney, Texas, the City Council is of the opinion that the change in zoning district should be made.

NOW THEREFORE BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS:

- Section 1. Ordinance No. 1270 is hereby amended in order to rezone an approximately 31.63 acre property, located on the southeast corner of Hardin Boulevard and Sorrell Road, from “PD” – Planned Development District to “RS 45” – Single Family Residence District.
- Section 2. The subject property shall develop in accordance with Section 146-74 “RS 45” – Single Family Residence District of the Zoning Ordinance, and as amended.
- Section 3. If any section, subsection, paragraph, sentence, phrase or clause of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect, and to this end, the provisions of this Ordinance are declared to be severable.
- Section 4. It shall be unlawful for any person, firm or corporation to develop this property, or any portion thereof, in any manner other than is authorized by this Ordinance, and upon conviction therefore, shall be fined any sum not exceeding \$2,000.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of McKinney to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.
- Section 5. That no developer or property owner shall acquire any vested interest in this Ordinance or specific regulations contained herein. The ordinance, and the subsequent site plans (if any) and regulations may be amended or repealed by the City Council of the City of McKinney, Texas, in the manner provided by law.
- Section 6. The caption of this Ordinance shall be published one time in a newspaper having general circulation in the City of McKinney, and shall become effective upon such publication.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, ON THE 21ST DAY OF AUGUST, 2012.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

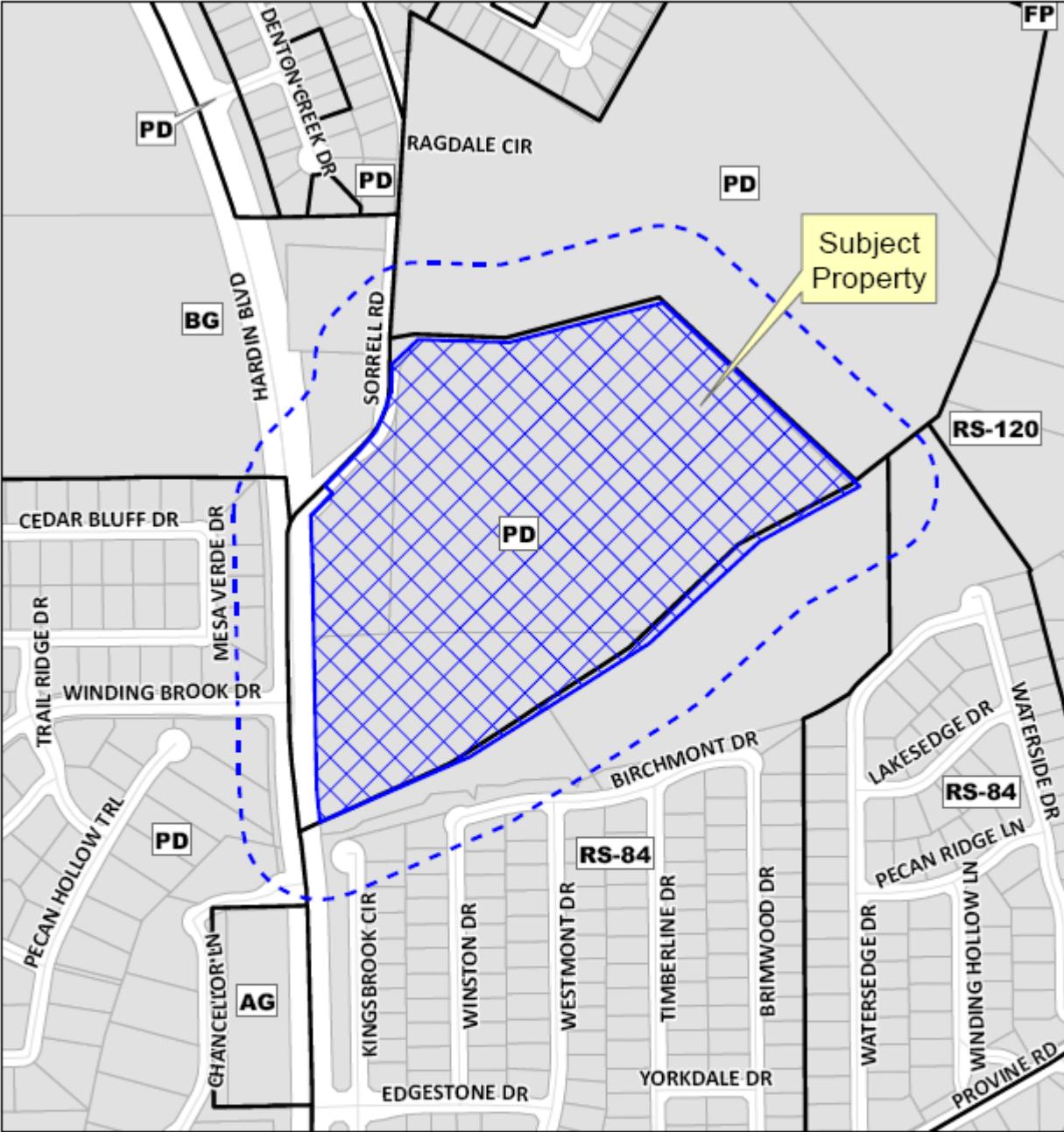
CORRECTLY ENROLLED:

SANDY HART, TRMC, MMC
City Secretary
BLANCA I. GARCIA
Assistant City Secretary

DATE: _____

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney



Notification Case

Case: 12-125Z

--- 200' Notification Buffer

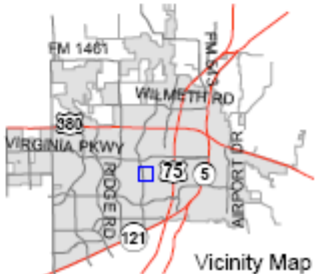


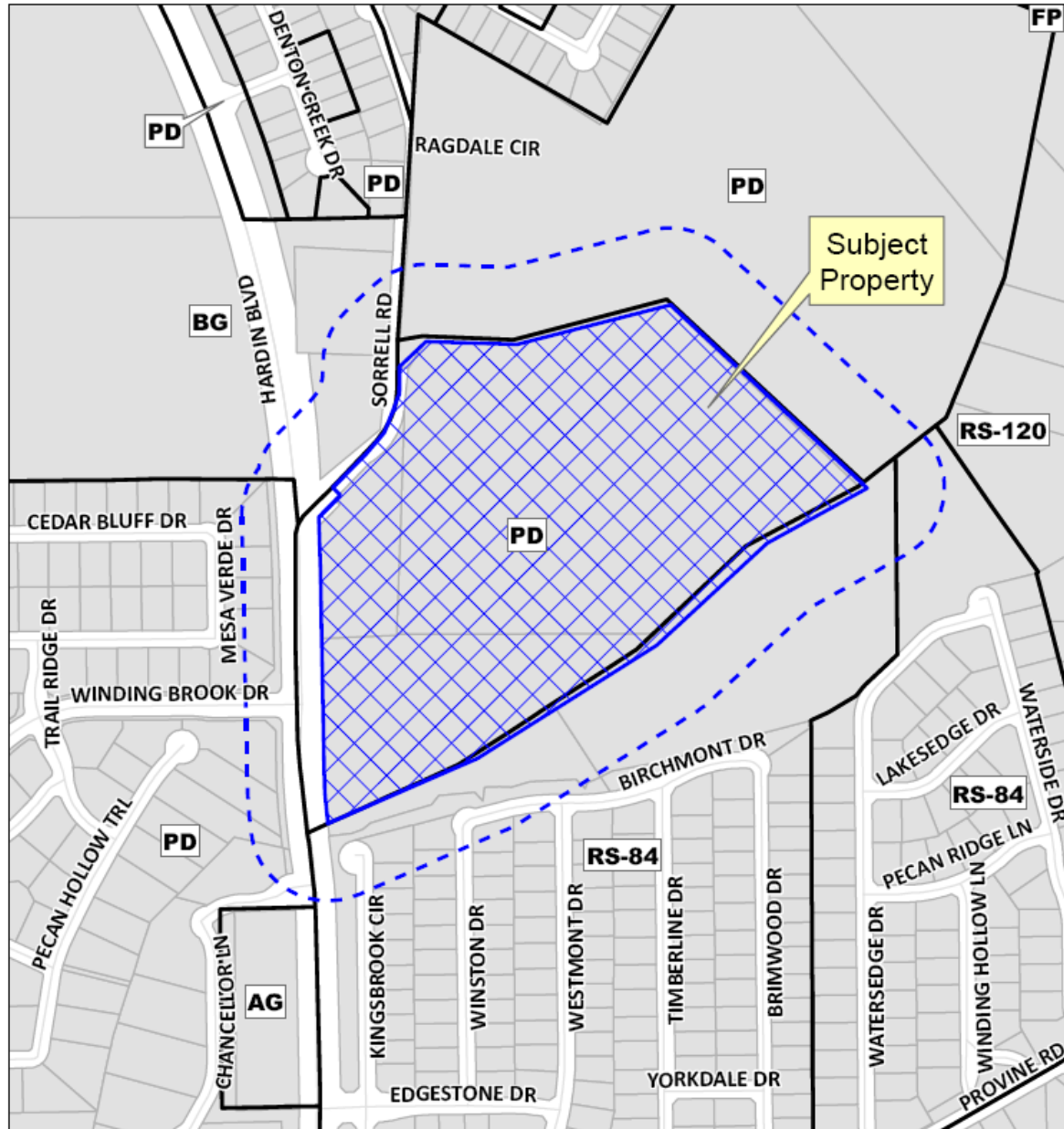
EXHIBIT A

Case No. 12-125Z

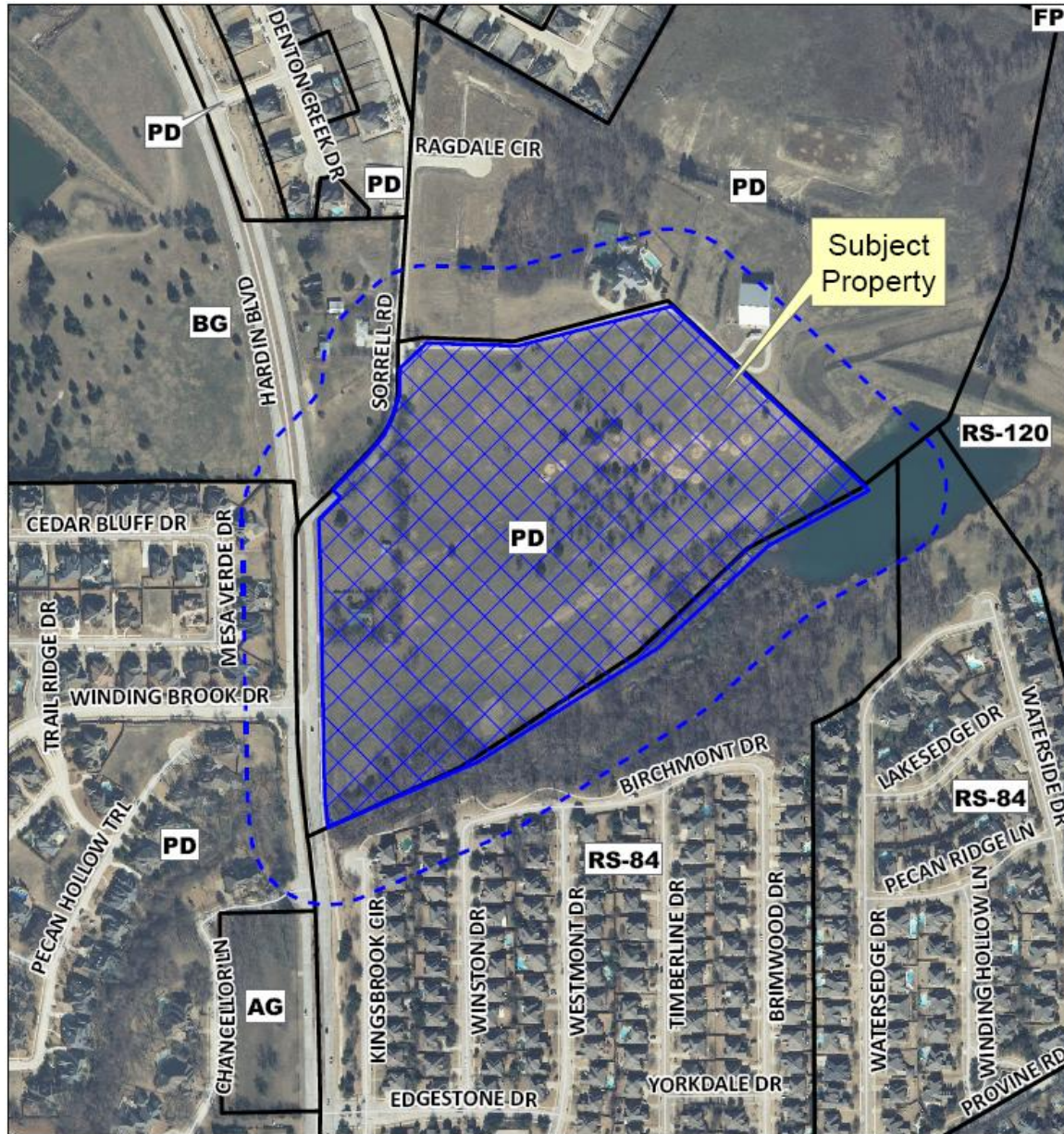
Westlake



Location Map



Aerial Exhibit



Illustrative Plan



COMMUNITY DATA

SITE:	31.6 AC +/-
SOIL CONSERVATION	
EASEMENT:	9.3 AC +/-
NET DEVELOPABLE:	22.3 AC +/-
96 LOTS (50' X 110' TYP)	

ILLUSTRATIVE PLAN

WESTLAKE MCKINNEY, TEXAS

ENGINEERING, PLANNING AND LANDSCAPE ARCHITECTURE FOR REAL ESTATE DEVELOPMENT

16301 GUORUM DR.
SUITE 200 B
ADDISON, TX 75001



Staff Recommendation

Staff recommends approval of the proposed rezoning request with the special ordinance provision listed in the staff report.



12-135AA

TITLE: Conduct a Public Hearing to Consider/Discuss/Act on the Request by Cross Engineering Consultants, Inc., on Behalf of Dusty McAfee, for Approval of a Right-of-Way Vacation for an Unimproved Portion of Howell Street, Approximately 0.09 Acres, Located Between Church Street and Wood Street, and Accompanying Ordinance

MEETING DATE: August 21, 2012

DEPARTMENT: Planning

CONTACT: Michael Quint, Senior Planner

RECOMMENDED CITY COUNCIL ACTION:

- Staff recommends approval of the proposed right-of-way vacation with the following conditions:
 1. The City of McKinney reserves a 15 foot wide exclusive, perpetual drainage and utility easement within the vacated right-of-way as reflected on the attached Abandonment Exhibit.

ITEM SUMMARY:

- The applicant is proposing to vacate an approximately 20 foot wide street (Howell Street) located between Church Street and Wood Street. This entire portion Howell Street is currently unimproved. None of the adjacent lots use this right-of-way for access and all the adjacent property owners of these lots have signed the petition to vacate the right-of-way.

BACKGROUND INFORMATION:

- See attached staff report.

SPECIAL CONSIDERATIONS:

- See attached staff report.

FINANCIAL SUMMARY:

- None.

BOARD OR COMMISSION RECOMMENDATION:

- The Subdivision Ordinance does not require proposed right-of-way vacations to be considered by the Planning and Zoning Commission thus no Commission recommendation has been made.

SUPPORTING MATERIALS:

[Agenda Item Summary](#)

[Staff Report](#)

[Location Map and Aerial Exhibit](#)

[Letter of Intent](#)

[Abandonment Exhibit](#)

[Proposed Ordinance](#)

[PowerPoint Presentation](#)



TITLE: Conduct a Public Hearing to Consider/Discuss/Act on the Request by Cross Engineering Consultants, Inc., on Behalf of Dusty McAfee, for Approval of a Right-of-Way Vacation for an Unimproved Portion of Howell Street, Approximately 0.09 Acres, Located Between Church Street and Wood Street, and Accompanying Ordinance

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- The applicant is proposing to vacate an approximately 20 foot wide street (Howell Street) located between Church Street and Wood Street. This entire portion Howell Street is currently unimproved. None of the adjacent lots use this right-of-way for access and all the adjacent property owners of these lots have signed the petition to vacate the right-of-way.

BACKGROUND INFORMATION:

- See attached staff report.

SPECIAL CONSIDERATIONS:

- See attached staff report.

FINANCIAL SUMMARY:

- None.

BOARD OR COMMISSION RECOMMENDATION:

- The Subdivision Ordinance does not require proposed right-of-way vacations to be considered by the Planning and Zoning Commission thus no Commission recommendation has been made.

CITY COUNCIL MEETING OF 8/21/12 AGENDA ITEM #12-135AA

AGENDA ITEM

TO: City Council

FROM: Michael Quint, Senior Planner

SUBJECT: Conduct a Public Hearing to Consider/Discuss/Act on the Request by Cross Engineering Consultants, Inc., on Behalf of Dusty McAfee, for Approval of a Right-of-Way Vacation for an Unimproved Portion of Howell Street, Approximately 0.09 Acres, Located Between Church Street and Wood Street, and Accompanying Ordinance.

APPROVAL PROCESS: The City Council is the final approval authority for the proposed right-of-way vacation.

STAFF RECOMMENDATION: Staff recommends approval of the proposed right-of-way vacation with the following conditions:

1. The City of McKinney reserves a 15 foot wide exclusive, perpetual drainage and utility easement within the vacated right-of-way as reflected on the attached Abandonment Exhibit.

APPLICATION SUBMITTAL DATE: July 16, 2012 (Original Application)
July 30, 2012 (Revised Submittal)

ITEM SUMMARY: The applicant is proposing to vacate an approximately 20 foot wide street (Howell Street) located between Church Street and Wood Street. This entire portion Howell Street is currently unimproved. None of the adjacent lots use this right-of-way for access and all the adjacent property owners of these lots have signed the petition to vacate the right-of-way.

SURROUNDING ZONING AND LAND USES:

North	"RG 18" – General Residence District	Undeveloped Land
South	"RG 18" – General Residence District	Undeveloped Land
East	"RG 18" – General Residence District	Undeveloped Land
West	"RG 18" – General Residence District	Single Family Residences

ACCESS/CIRCULATION:

Adjacent Streets: Church Street, Variable Width (30' – 40') Right-of-Way, Local Street

Wood Street, 25' Unimproved Right-of-Way, Local Street

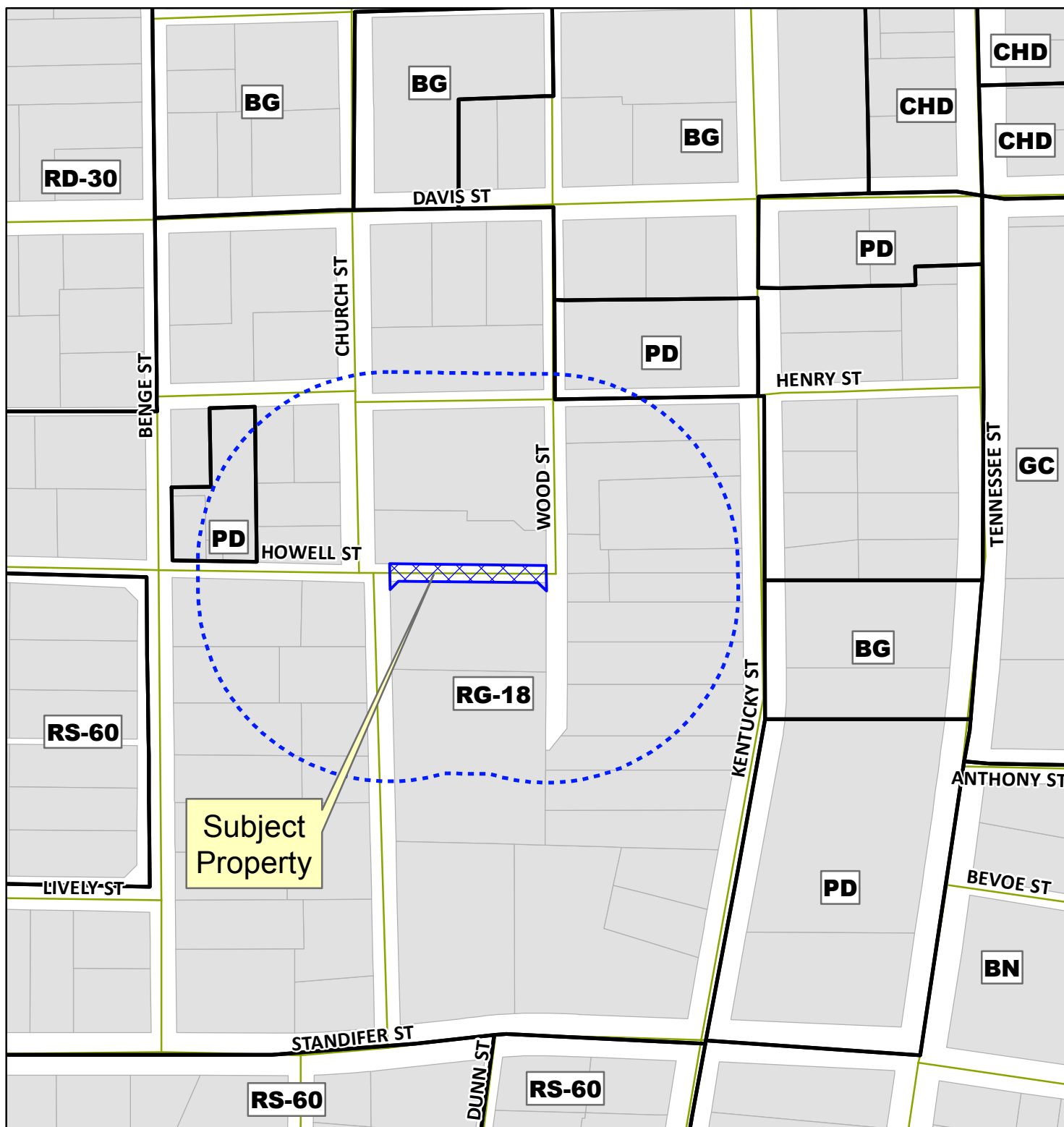
Discussion: The proposed portion of Howell Street is currently unimproved. Wood Street, which is located to the east of the proposed right-of-way vacation, is also unimproved. Each of the adjacent lots has access to a public right-of-way as required by the Subdivision Ordinance and abandoning this portion of right-of-way will have no negative impact on vehicular traffic in the area. As such, Staff has no objections to the proposed right-of-way vacation.

DRAINAGE: The applicant will be responsible for all drainage associated with the subject property, and for compliance with the Storm Water Ordinance, which may require on-site detention. Grading and drainage plans are subject to review and approval by the City Engineer, prior to issuance of a building permit.

OPPOSITION TO OR SUPPORT OF REQUEST: Staff has received no comments in support of or opposition to this request.

ATTACHMENTS:

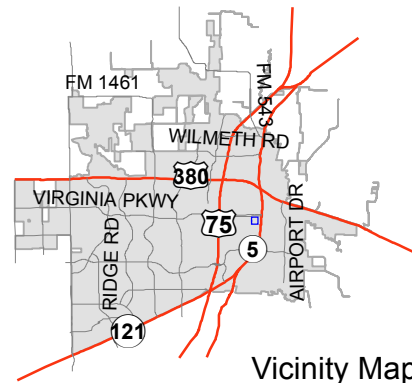
- Location Map and Aerial Exhibit
- Letter of Intent
- Abandonment Exhibit
- Proposed Ordinance
- PowerPoint Presentation



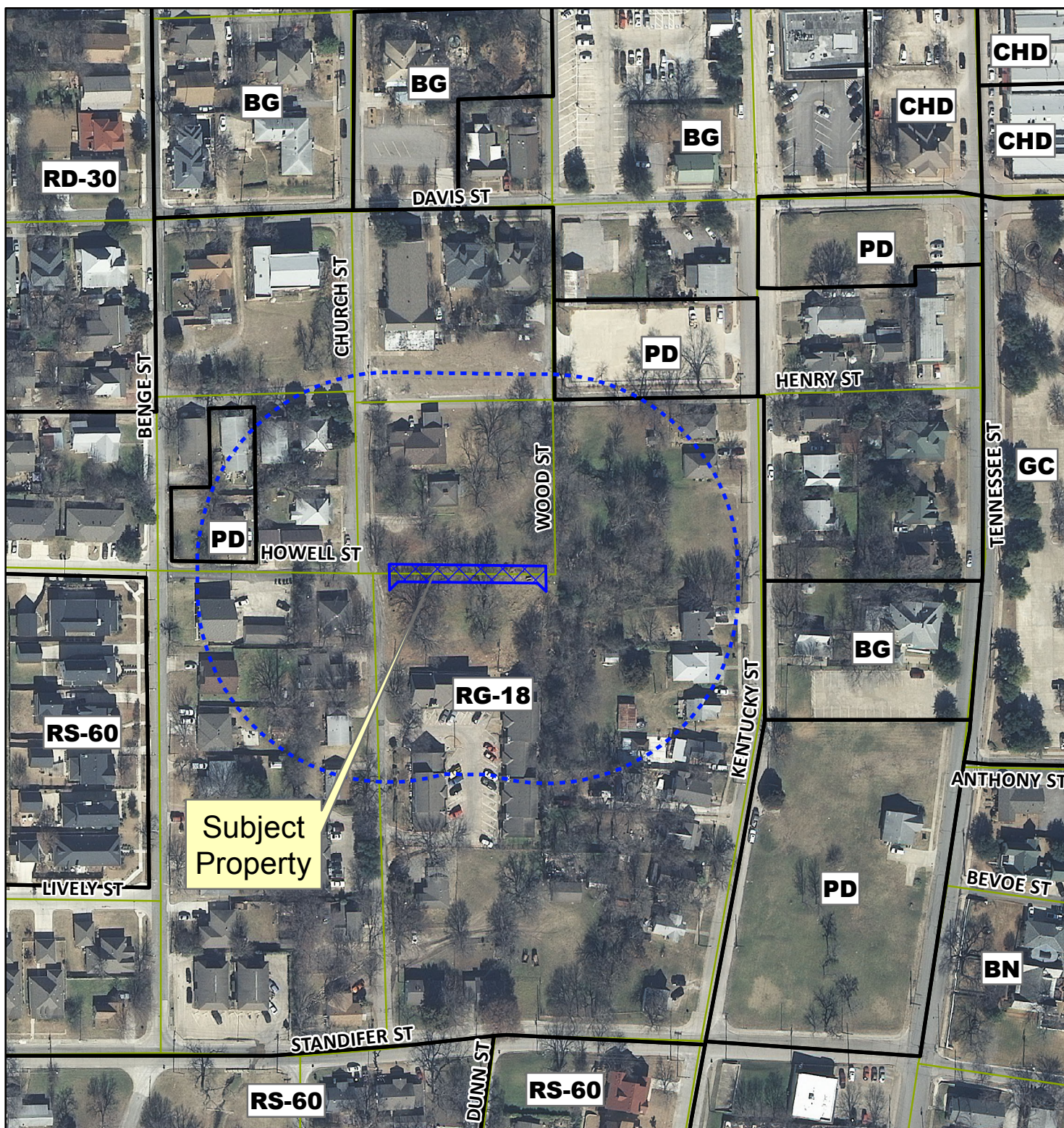
Notification Map

Case: 12-135AA

--- 200' Notification Buffer



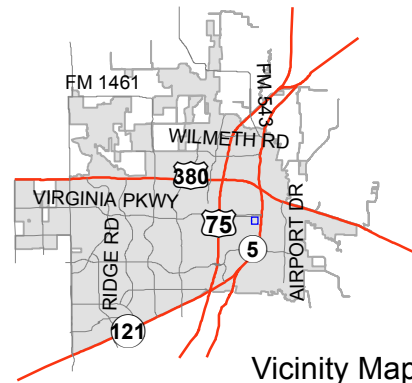
Vicinity Map



Notification Map

Case: 12-135AA

--- 200' Notification Buffer



Vicinity Map

CROSS ENGINEERING CONSULTANTS

I N C O R P O R A T E D

July 16, 2012

City of McKinney
Planning Department
P.O. Box 517
221 N. Tennessee Street
McKinney, Texas 75070

Attn: Kevin Spath
Director of Planning

Re: ROW Abandonment Request – Howell Street
CECI Project No. 12085

Dear Kevin:


Attached please find the ROW Abandonment Exhibit for the proposed abandonment of a portion of Howell Street. The portion we are requesting abandonment for lies between Church Street and Wood Street. The intent of the Owner is to develop the property for single family residential. Project details are summarized as follows:

- Subject property is 0.087 acres
- The property is zoned RG-18
- The purpose of the requested ROW abandonment is to convert the existing ROW, which is neither constructed nor slated for construction, into private ownership for the purposes of single family residential development.
- Target Planning & Zoning Commission date is August 14, 2012
- Target City Council date is September 4, 2012

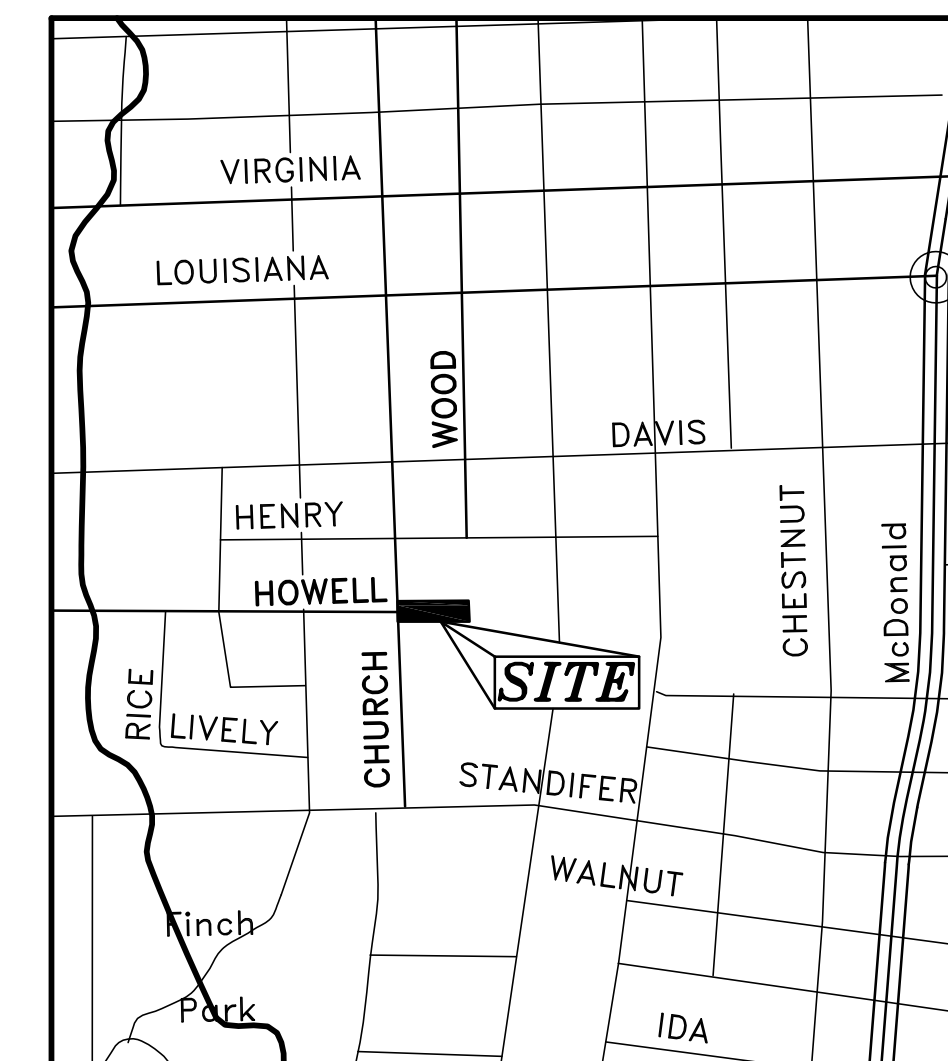
Thank you in advance for your consideration with this matter. Please contact me if you have any questions or concerns.

Sincerely,

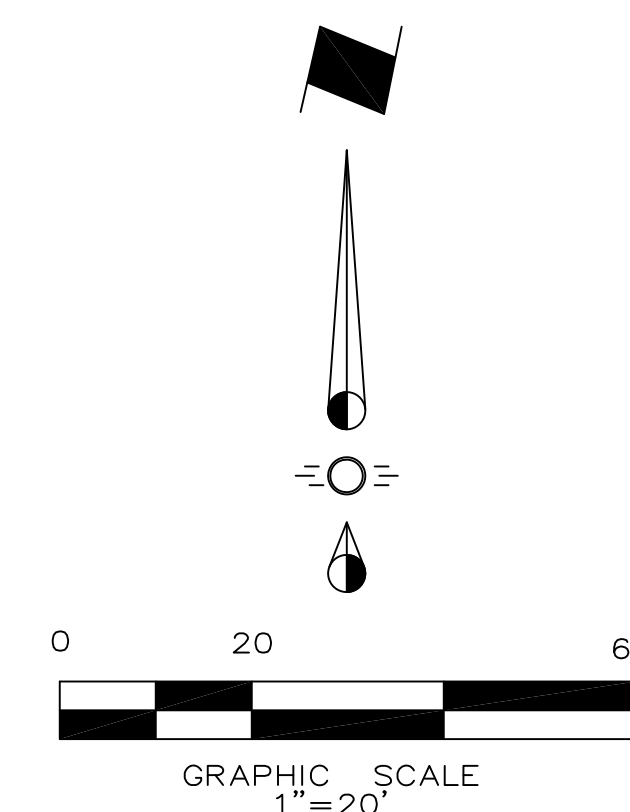
CROSS ENGINEERING CONSULTANTS, INC.



Dwayne Zinn
Project Manager



VICINITY MAP
N.T.S.



Being a tract of land situated in the Ed Bradley Survey, Abstract No. 85, in the City of McKinney, Collin County, Texas and being a part of the corner clip right-of-way dedications as shown at the northeast and northwest corner of Lot 1, Block A, of the GARCIA ADDITION, as recorded in Volume 2006, Page 488, of the Map Records of Collin County, Texas, and also being a portion of Howell Street (not in use), said tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" found (herein after referred to as a capped iron rod found) at the most westerly northwest corner of said Lot 1, same being the southwest corner of a corner clip at the intersection of the easterly monumented line of Church Street and the southerly monumented line of Howell Street;

THENCE North 00°00'00" West, along the easterly line of said corner clip, passing a 1/2" iron rod found at a distance of 10.00' and continuing over and across said Howell Street, a total distance of 30.00' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set in the northerly monumented line of Howell Street, same being the southerly line of Lot 1B, Block 58 of the City of McKinney Original Donation;

THENCE South 88°52'48" East, along said northerly monumented line of Howell Street, a distance of 183.48' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set in the westerly monumented line of Wood Street;

THENCE South 00°00'00" West, along said westerly monumented line of Wood Street, same being over and across said Howell Street, a distance of 30.00' to a capped iron rod found at the southeasterly corner of a corner clip at the intersection of said Howell Street and Wood Street, same being the most easterly northeast corner of said Lot 1, Block A;

THENCE along the northerly line of said Lot 1, the following courses and distances:

North 44°26'24" West, a distance of 14.28' to a capped iron rod found for corner;

North 88°52'48" West, a distance of 163.48' to a capped iron rod found for corner;

South 45°33'36" West, a distance of 14.00' to the POINT OF BEGINNING and containing 0.087 of one acre of land, more or less.

Issue Dates:	Revisions:	Date:	<div><div>CROSS ENGINEERING CONSULTANTS</div><div>106 W. Louisiana Street • McKinney, Texas 75069 972.562.4409 Fax 972.562.4471</div></div>			ABANDONMENT EXHIBIT		AE
1	1					HOWELL STREET		
2	2					Dusty McAfee		
3	3					CITY OF MCKINNEY, TEXAS		
4	4					Project No. 12085		
5	5					Drawn By:	Checked By:	Scale:
6	6		DKZ	JDC	1" = 20'			

ORDINANCE NO. 2012-08-____

AN ORDINANCE VACATING AN UNIMPROVED EAST/WEST RIGHT-OF-WAY, HOWELL STREET, APPROXIMATELY 0.087 ACRES, LOCATED BETWEEN CHURCH STREET AND WOOD STREET, NORTH OF LOT 1, BLOCK A OF THE GARCIA ADDITION AND SOUTH OF LOT 1B, BLOCK 58 OF THE CITY OF MCKINNEY ORIGINAL DONATION, PROVIDING FOR AN EFFECTIVE DATE HEREOF

WHEREAS, the owners of the properties immediately adjacent to an unimproved east/west right-of-way, Howell Street, approximately 0.087 acres, located between Church Street and Wood Street, north of Lot 1, Block A or the Garcia Addition and south of Lot 1B, Block 58 of the City of McKinney Original Donation, in the City of McKinney, Collin County, Texas, have petitioned the City of McKinney to vacate said right-of-way; and

WHEREAS, after due notice was sent to all persons owning properties adjacent to such right-of-way and all persons affected thereby; and

WHEREAS, after due notice and hearing held before the City Council of the City of McKinney, the City Council has determined and finds that the right-of-way is not needed for travel by the general public, and that the same should be vacated.

NOW, THEREFORE BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS:

Section 1. The unimproved east/west right-of-way, Howell Street, approximately 0.087 acres, located between Church Street and Wood Street, north of Lot 1, Block A or the Garcia Addition and south of Lot 1B, Block 58 of the City of McKinney Original Donation, in the City of McKinney, which is more fully depicted in Exhibit A and more fully described in Exhibit B, attached hereto, is hereby closed and vacated for public travel.

Section 2. The City of McKinney reserves a 15 foot wide exclusive, perpetual drainage and utility easement within the vacated right-of-way, which is more fully depicted on Exhibit C, attached hereto.

Section 3. This ordinance shall become effective immediately upon adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, ON THE 21ST DAY OF AUGUST, 2012.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

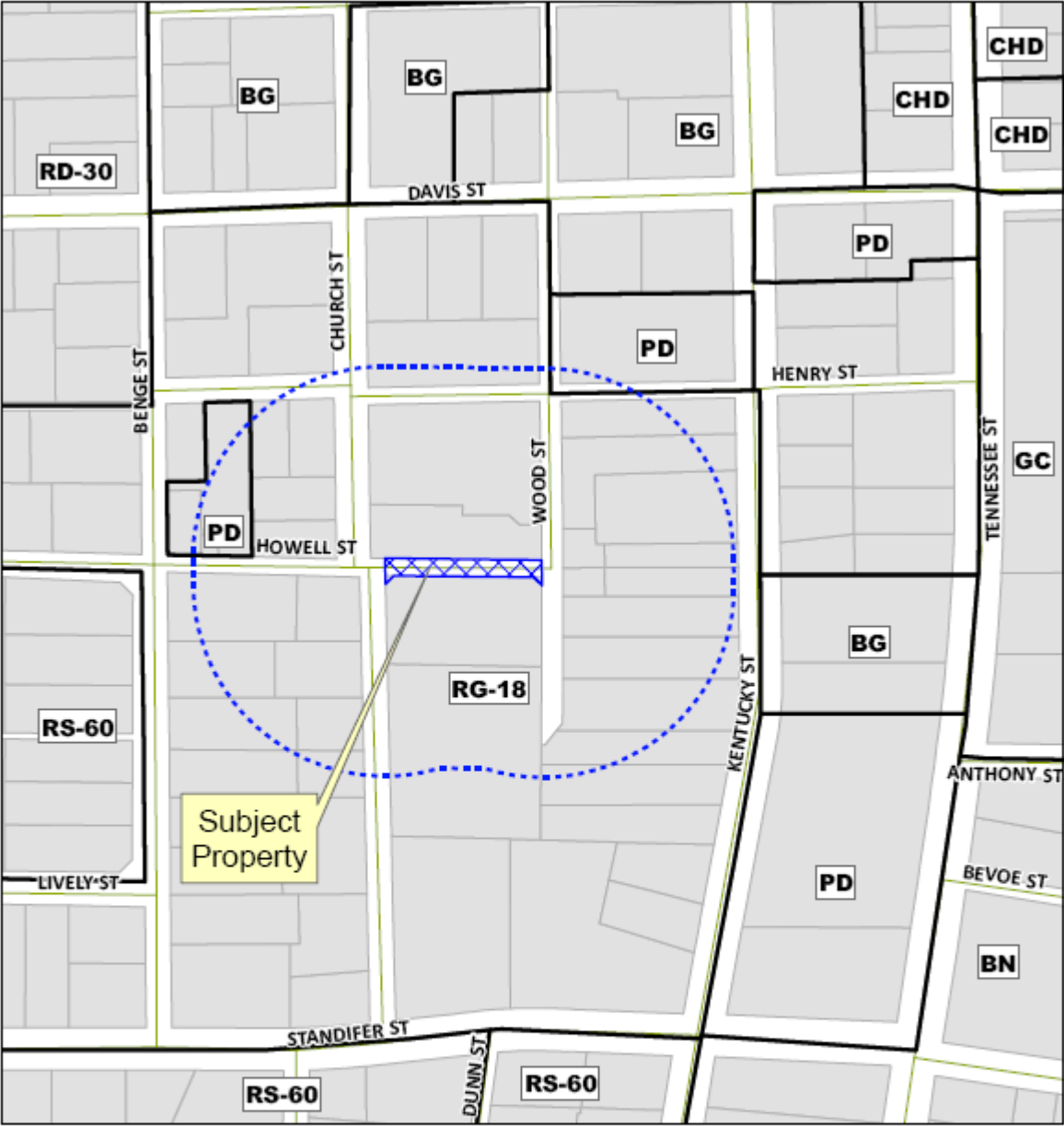
CORRECTLY ENROLLED:

SANDY HART, TRMC, MMC
City Secretary
BLANCA I. GARCIA
Assistant City Secretary

DATE: _____

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney



Notification Map

Case: 12-135AA

--- 200' Notification Buffer

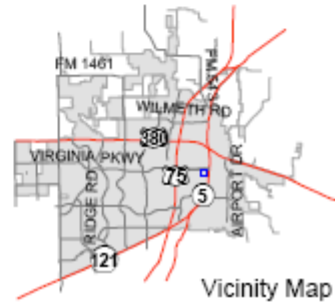


EXHIBIT A

Being a tract of land situated in the Ed Bradley Survey, Abstract No. 85, in the City of McKinney, Collin County, Texas and being a part of the corner clip right-of-way dedications as shown at the northeast and northwest corner of Lot 1, Block A, of the GARCIA ADDITION, as recorded in Volume 2006, Page 488, of the Map Records of Collin County, Texas, and also being a portion of Howell Street (not in use), said tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" found (herein after referred to as a capped iron rod found) at the most westerly northwest corner of said Lot 1, same being the southwesterly corner of a corner clip at the intersection of the easterly monumented line of Church Street and the southerly monumented line of Howell Street;

THENCE North 00°00'00" West, along the easterly line of said corner clip, passing a 1/2" iron rod found at a distance of 10.00' and continuing over and across said Howell Street, a total distance of 30.00' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set in the northerly monumented line of Howell Street, same being the southerly line of Lot 1B, Block 58 of the City of McKinney Original Donation;

THENCE South 88°52'48" East, along said northerly monumented line of Howell Street, a distance of 183.48' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set in the westerly monumented line of Wood Street;

THENCE South 00°00'00" West, along said westerly monumented line of Wood Street, same being over and across said Howell Street, a distance of 30.00' to a capped iron rod found at the southeasterly corner of a corner clip at the intersection of said Howell Street and Wood Street, same being the most easterly northeast corner of said Lot 1, Block A;

THENCE along the northerly line of said Lot 1, the following courses and distances:

North 44°26'24" West, a distance of 14.28' to a capped iron rod found for corner;

North 88°52'48" West, a distance of 163.48' to a capped iron rod found for corner;

South 45°33'36" West, a distance of 14.00' to the POINT OF BEGINNING and containing 0.087 of one acre of land, more or less.

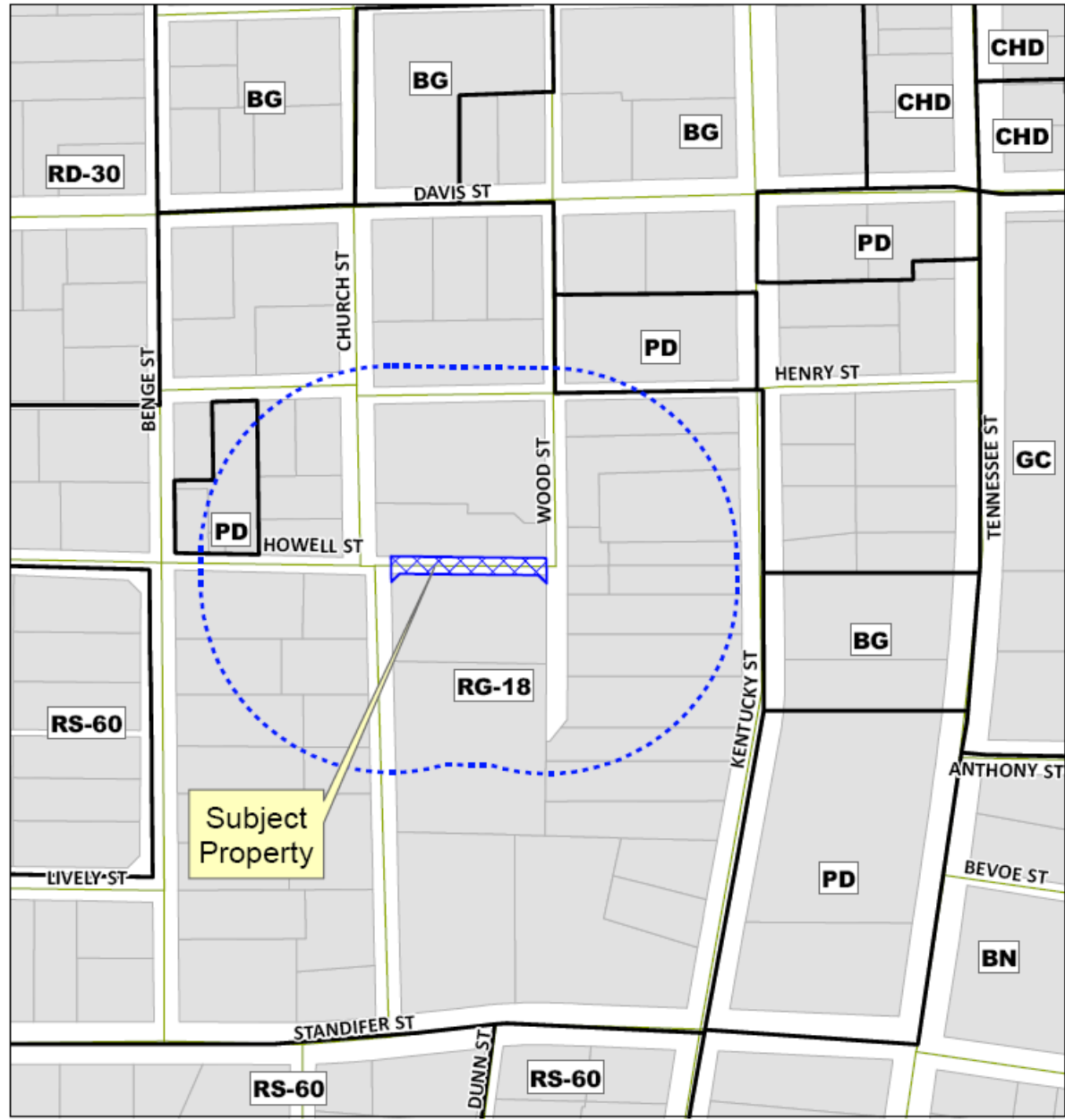
EXHIBIT B

Case No. 12-135AA

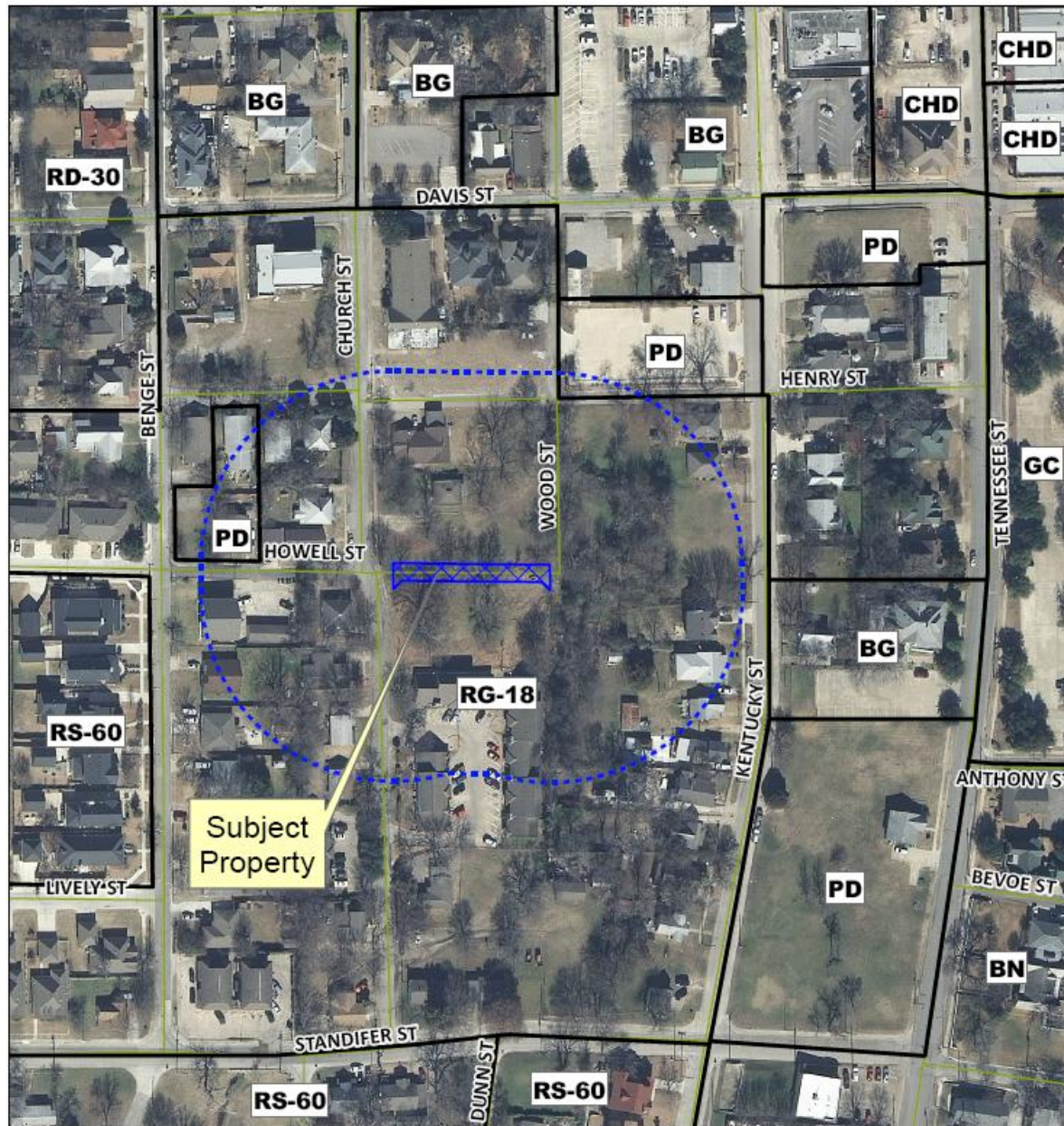
Howell Street Vacation



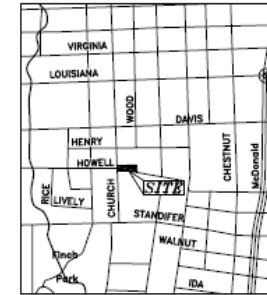
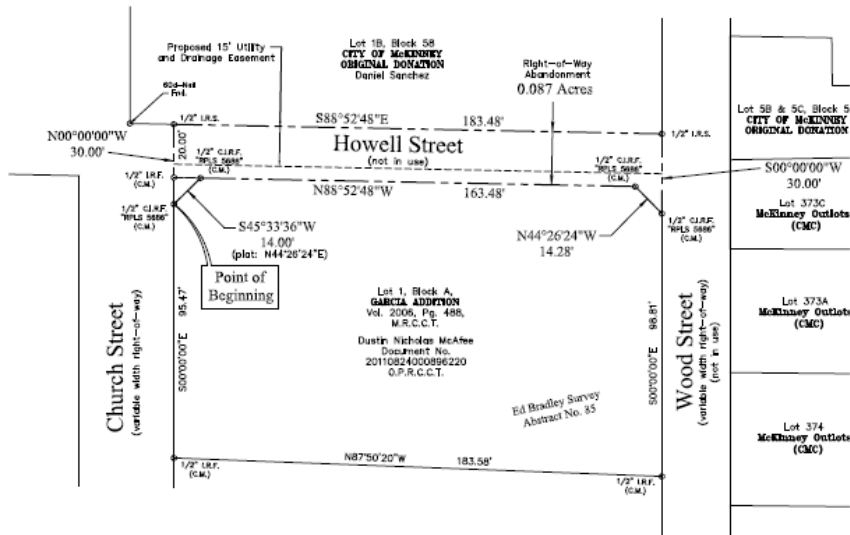
Location Map



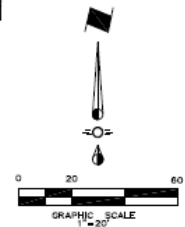
Aerial Exhibit



Abandonment Exhibit



VICINITY MAP
N.T.S.



Being a tract of land situated in the Ed Bradley Survey, Abstract No. 85, in the City of McKinney, Collin County, Texas and being a part of the corner clip right-of-way dedications as shown at the northeast and northwest corner of Lot 1, Block A, of the GARZA ADDITION, as recorded in Volume 2008, Page 488, of the Map Records of Collin County, Texas, and also being a portion of Howell Street (not in use), said tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow plastic cap stamped "9PLS 5696" found (herein after referred to as a capped iron rod found) at the most westerly northwest corner of said Lot 1, same being the southwest corner of a corner clip at the intersection of the westerly monumented line of Church Street and the southerly monumented line of Howell Street;

THENCE North 00°00'00" West, along the easterly line of said corner dip, passing a 1/2" iron rod set at a distance of 10.00' and continuing over and across said Howard Street, a total distance of 30.00' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 3586" set in the northerly monumented line of Howard Street, same being the southerly line of Lot 16, Block 58 of the City of Midway Original Donation;

THENCE South 88°52'48" East, along said northerly monumental line of Howell Street, a distance of 163.48' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 0686" set in the westerly monumental line of Wood Street;


THENCE South 00°00'00" West, along said westerly monumented line of Wood Street, same being over and across said Howell Street, a distance of 30.00' to a capped iron rod found at the southeasterly corner of a corner clip at the intersection of said Howell Street and Wood Street, same being the most easterly northeast corner of said Lot 1, (Block A;

THENCE along the northerly line of said Lot 1, the following courses and distances:

North 44°26'24" West, a distance of 14.28' to a capped iron rod found for corner;

North 88°52'48" West, a distance of 163.48' to a capped iron rod found for corner.

South 45°33'36" West, a distance of 14.00' to the POINT OF BEGINNING and containing 0.087 of one acre of land, more or less.

Issue Date:	Revision:	Date:			
1	1		100 W. Lindbergh Drive • Midland-Tule Wyo. P.O. Box 44048 • P.O. Box 970 8204471		
2	2				
3	3				
4	4				
5	5				
6	6		Drawn By: _____ Date: _____	Checked By: _____ Date: _____	Scale: _____ 1" = 30'

ABANDONMENT EXHIBIT

HOWELL STREET

Dusty McAfee

CITY OF MCKINNEY, TEXAS

AE

Project No. _____

Staff Recommendation

Staff recommends approval of the proposed right-of-way vacation with the condition listed in the staff report.



12-126Z2

TITLE:

Conduct a Public Hearing to Consider/Discuss/Act on the Request by Ladybird Enterprises, Inc., on Behalf of ASG Eldorado Pavillion Ltd, for Approval of a Request to Rezone Approximately 3.12 Acres, from "PD" - Planned Development District to "PD" - Planned Development District, Generally to Allow for a Daycare Facility, Located Approximately 325 Feet South of Eldorado Parkway and West of Ridge Road, and Accompanying Ordinance

MEETING DATE: August 21, 2012

DEPARTMENT: Planning

CONTACT: Michael Quint, Senior Planner

RECOMMENDED CITY COUNCIL ACTION:

- Staff recommends approval of the proposed rezoning request with the following special ordinance provisions:
 1. Use and development of the subject property shall conform to the requirements of "PD" - Planned Development District Ordinance No. 99-05-44, except as follows:
 - a. Day care uses shall be permitted on Tract 2, which is more fully depicted on the attached Zoning Exhibit.

ITEM SUMMARY:

- The applicant is requesting to rezone approximately 3.12 acres of land, located approximately 325 feet south of Eldorado Parkway and west of Ridge Road from "PD" - Planned Development District to "PD" - Planned Development District in order to modify which portions of the subject property will allow for the development of a day care facility.
- In May of 2003, Tract 1 as shown on the attached Zoning Exhibit was rezoned to allow for the development of a day care facility. However, a day care facility was

never developed on the property. The property owner now wishes to shift where day care uses could be developed from Tract 1 to Tract 2 as shown on the attached Zoning Exhibit. All other development standards and applicable regulations are to remain the same. Subsequent to the approval of this rezoning request, day care uses will only be allowed on Tract 2 and will no longer be a permitted use on Tract 1.

- The applicant has expressed the desire to develop an approximately 18,000 square foot day care facility on Tract 2 which could accommodate up to 250 children.

BACKGROUND INFORMATION:

- See the attached staff report.

SPECIAL CONSIDERATIONS:

- See the attached staff report.

FINANCIAL SUMMARY:

- See the attached staff report.

BOARD OR COMMISSION RECOMMENDATION:

- At the July 24, 2012 Planning and Zoning Commission meeting, the Commission voted to unanimously recommend approval of the proposed rezoning request as recommended by Staff.

SUPPORTING MATERIALS:

[Agenda Item Summary](#)

[PZ Minutes](#)

[PZ Staff Report](#)

[Location and Aerial Exhibit](#)

[Letter of Intent](#)

[Proposed Zoning Exhibit](#)

[Proposed Ordinance with Exhibits](#)

[Powerpoint Presentation](#)



TITLE: Conduct a Public Hearing to Consider/Discuss/Act on the Request by Ladybird Enterprises, Inc., on Behalf of ASG Eldorado Pavillion Ltd, for Approval of a Request to Rezone Approximately 3.12 Acres, from "PD" - Planned Development District to "PD" - Planned Development District, Generally to Allow for a Daycare Facility, Located Approximately 325 Feet South of Eldorado Parkway and West of Ridge Road, and Accompanying Ordinance

MEETING DATE: August 21, 2012

DEPARTMENT: Planning

CONTACT: Michael Quint, Senior Planner

RECOMMENDED CITY COUNCIL ACTION:

- Staff recommends approval of the proposed rezoning request with the following special ordinance provisions:
 1. Use and development of the subject property shall conform to the requirements of "PD" – Planned Development District Ordinance No. 99-05-44, except as follows:
 - a. Day care uses shall be permitted on Tract 2, which is more fully depicted on the attached Zoning Exhibit.

ITEM SUMMARY:

- The applicant is requesting to rezone approximately 3.12 acres of land, located approximately 325 feet south of Eldorado Parkway and west of Ridge Road from "PD" - Planned Development District to "PD" - Planned Development District in order to modify which portions of the subject property will allow for the development of a day care facility.
- In May of 2003, Tract 1 as shown on the attached Zoning Exhibit was rezoned to allow for the development of a day care facility. However, a day care facility was never developed on the property. The property owner now wishes to shift where day care uses could be developed from Tract 1 to Tract 2 as shown on the attached Zoning Exhibit. All other development standards and applicable regulations are to remain the same. Subsequent to the approval of this rezoning

request, day care uses will only be allowed on Tract 2 and will no longer be a permitted use on Tract 1.

- The applicant has expressed the desire to develop an approximately 18,000 square foot day care facility on Tract 2 which could accommodate up to 250 children.

BACKGROUND INFORMATION:

- See the attached staff report.

SPECIAL CONSIDERATIONS:

- See the attached staff report.

FINANCIAL SUMMARY:

- See the attached staff report.

BOARD OR COMMISSION RECOMMENDATION:

- At the July 24, 2012 Planning and Zoning Commission meeting, the Commission voted to unanimously recommend approval of the proposed rezoning request as recommended by Staff.

Planning and Zoning Commission Meeting Minutes of July 24, 2012:

12-126Z Conduct a Public Hearing to Consider/Discuss/Act on the Request by Ladybird Enterprises, Inc., on Behalf of ASG Eldorado Pavillion Ltd, for Approval of a Request to Rezone Approximately 3.12 Acres, from "PD" - Planned Development District to "PD" - Planned Development District, Generally to Allow for a Daycare Facility, Located Approximately 325 Feet South of Eldorado Parkway and West of Ridge Road.

Mr. Michael Quint, Senior Planner for the City of McKinney, explained the proposed rezoning request. He stated that Staff recommends approval of the proposed rezoning request with the special ordinance provisions as listed in the staff report.

Mr. Matt Abernathy, 1431 N. Church St., McKinney, TX, stated that he concurred with the staff report.

Chairman Clark opened the public hearing and called for comments. There being none, the Commission unanimously approved the motion by Commission Member Bush, seconded by Commission Member Franklin, to close the public hearing and recommend approval of the rezoning request as recommended by Staff.

Chairman Clark stated that the recommendation of the Planning and Zoning Commission will be forwarded to the City Council meeting on August 21, 2012.

AGENDA ITEM

TO: Planning and Zoning Commission

FROM: Michael Quint, Senior Planner

SUBJECT: Conduct a Public Hearing to Consider/Discuss/Act on the Request by Ladybird Enterprises, Inc., on Behalf of ASG Eldorado Pavillion Ltd, for Approval of a Request to Rezone Approximately 3.12 Acres, from "PD" - Planned Development District to "PD" - Planned Development District, Generally to Allow for a Daycare Facility, Located Approximately 325 Feet South of Eldorado Parkway and West of Ridge Road.

APPROVAL PROCESS: The recommendation of the Planning and Zoning Commission will be forwarded to the City Council for final action at the August 21, 2012 meeting.

STAFF RECOMMENDATION: Staff recommends approval of the proposed rezoning request with the following special ordinance provisions:

1. Use and development of the subject property shall conform to the requirements of "PD" – Planned Development District Ordinance No. 99-05-44, except as follows:
 - a. Day care uses shall be permitted on Tract 2, which is more fully depicted on the attached Zoning Exhibit.

APPLICATION SUBMITTAL DATE: June 25, 2012 (Original Application)
July 9, 2012 (Revised Submittal)

ITEM SUMMARY: The applicant is requesting to rezone approximately 3.12 acres of land, located approximately 325 feet south of Eldorado Parkway and west of Ridge Road from "PD" - Planned Development District to "PD" - Planned Development District in order to modify which portions of the subject property will allow for the development of a day care facility.

In May of 2003, Tract 1 as shown on the attached Zoning Exhibit was rezoned to allow for the development of a day care facility. However, a day care facility was never developed on the property. The property owner now wishes to shift where day care uses could be developed from Tract 1 to Tract 2 as shown on the attached Zoning Exhibit. All other development standards and applicable regulations are to remain the

same. Subsequent to the approval of this rezoning request, day care uses will only be allowed on Tract 2 and will no longer be a permitted use on Tract 1.

The applicant has expressed the desire to develop an approximately 18,000 square foot day care facility on Tract 2 which could accommodate up to 250 children.

PLATTING STATUS: The subject property is currently platted as Lot 4R2 of the Vigor-Eldorado Addition.

ZONING NOTIFICATION SIGNS: The applicant has posted zoning notification signs on the subject property, as specified within Section 146-164 (Changes and Amendments) of the City of McKinney Zoning Ordinance.

SURROUNDING ZONING AND LAND USES:

Subject Property: “PD” – Planned Development District Ordinance No. 99-05-44 (office uses) and “PD” – Planned Development District Ordinance No. 2003-05-041 (office uses)

North	“PD” – Planned Development District Ordinance No. 2003-05-041 (office uses)	In Touch Credit Union
	“PD” – Planned Development District Ordinance No. 2011-05-027 (office uses)	Undeveloped Land
	“PD” – Planned Development District Ordinance No. 99-05-44 (office and retail uses)	CVS Pharmacy
South	“PD” – Planned Development District Ordinance No. 99-05-44 (office uses)	Undeveloped Land
	“PD” – Planned Development District Ordinance No. 03-05-041 (residential uses)	Boardwalk Residential Neighborhood
East	“PD” – Planned Development District Ordinance No. 98-11-59 (retail uses)	Undeveloped Land
	“PD” – Planned Development District Ordinance No. 2011-05-027 (office uses)	Undeveloped Land
West	“PD” – Planned Development District Ordinance No. 99-05-44 (office uses)	Undeveloped Land and Yeager Office Building

PROPOSED ZONING: The applicant is requesting to rezone approximately 3.12 acres of land, located approximately 325 feet south of Eldorado Parkway and west of Ridge Road from “PD” - Planned Development District to “PD” - Planned Development District in order to modify which portions of the subject property will allow for the development of a day care facility. Staff has no objections to the property owner’s desire to shift where day care uses are allowed to a different portion of their property and recommends approval with the special ordinance provisions detailed above.

CONFORMANCE TO THE COMPREHENSIVE PLAN: The Future Land Use Plan (FLUP) designates the subject property for office uses. The FLUP modules diagram designates the subject property as suburban mix within a significantly developed area. The Comprehensive Plan lists factors to be considered when a rezoning request is being considered within a significantly developed area:

- **Comprehensive Plan Goals and Objectives:** The proposed rezoning request is generally in conformance with the goals and objectives of the Comprehensive Plan. In particular, the proposed zoning change would help the community attain the goal of “Economic Development Vitality for a Sustainable and Affordable Community” through the stated objective of the Comprehensive Plan, a “balanced development pattern”.
- **Impact on Infrastructure:** The Future Land Use Plan (FLUP) designates the subject property generally for office uses. The water master plan, sewer master plan, and master thoroughfare plan are all based on the anticipated land uses as shown on the Future Land Use Plan. The proposed rezoning request should have a minimal impact on the existing and planned water, sewer and thoroughfare plans in the area since the base zoning designation is not changing.
- **Impact on Public Facilities/Services:** The Future Land Use Plan (FLUP) designates the subject property generally for office. Similar to infrastructure, public facilities and services are all planned for based on the anticipated land uses shown on the Future Land Use Plan. The proposed rezoning request generally does not alter the base zoning designation thus should have a minimal impact on public facilities and services.
- **Compatibility with Existing and Potential Adjacent Land Uses:** The properties located adjacent to the subject property are zoned for retail, office and residential uses. The proposed rezoning request will not alter the base land uses from what has been planned for the subject property. As such, the proposed rezoning request should be compatible with the existing and potential adjacent land uses.
- **Fiscal Analysis:** Staff feels that there will not be a significant change in the economic impact associated with the proposed rezoning request since it does not alter the base land use designation. Staff did not perform a fiscal analysis for this case because the rezoning request does not alter the base office zoning of the subject property.

- Concentration of a Use: The proposed rezoning request should not result in an over concentration of office land uses in the area as the area was intended to allow for office land uses.

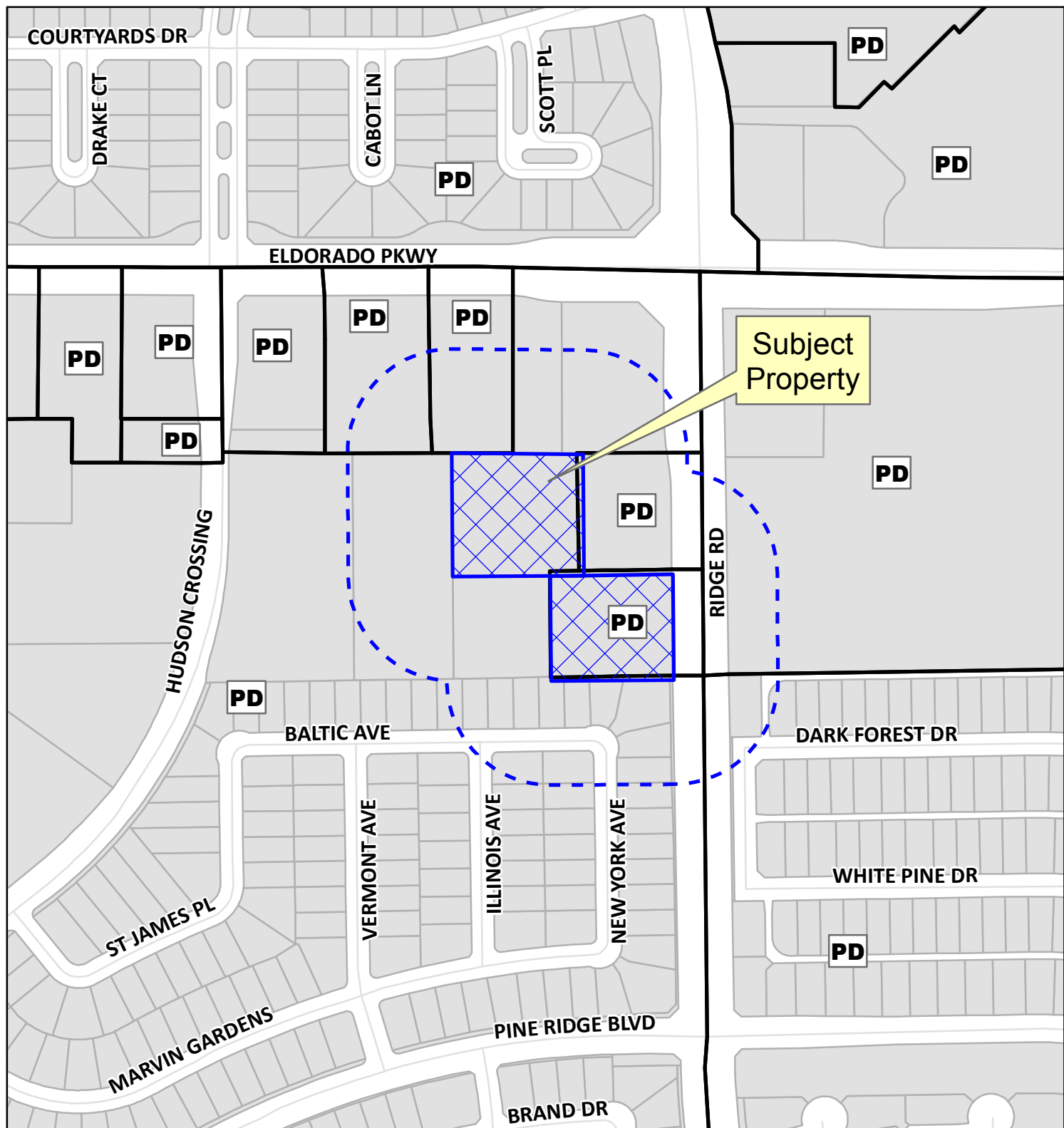
CONFORMANCE TO THE MASTER PARK PLAN (MPP): The proposed rezoning request does not conflict with the Master Park Plan.

CONFORMANCE TO THE MASTER THOROUGHFARE PLAN (MTP): The proposed rezoning request does not conflict with the Master Thoroughfare Plan.

OPPOSITION TO OR SUPPORT OF REQUEST: Staff has received no comments or phone calls in support of or opposition to this request.

ATTACHMENTS:

- Location Map and Aerial Exhibit
- Letter of Intent
- Proposed Zoning Exhibit
- PowerPoint Presentation

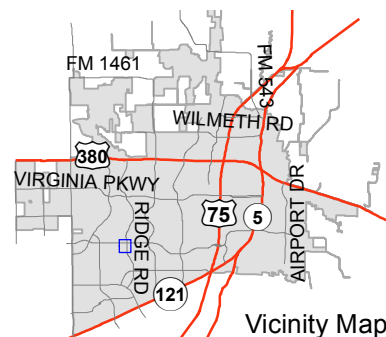


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Notification Case

Case: 12-126Z

--- 200' Notification Buffer



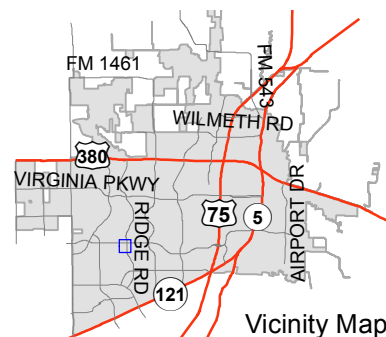


0 200 400 Feet

Notification Case

Case: 12-126Z

--- 200' Notification Buffer



Ladybird Enterprises Inc

690 Lake Forest Blvd, Sanford, FL 32771

☎ 407-829-8530 • 407-829-8529
www.LadybirdAcademy.com
[email:contacts@Ladybirdcorp.com](mailto:contacts@Ladybirdcorp.com)

June 13, 2012

Michael Quint, Senior Planner
City of McKinney
221 N Tennessee Street
McKinney, TX 75070

RE: Letter of Intent for Rezone Application
Vigor Eldorado West Addition, Lot 4R2-1, Block A

Dear Mr Quint:

The subject portion of the above referenced property is 75,122 square feet, 1.725 acres. The parcel is currently zoned PD. We are proposing to rezone parcel to PD with daycare use for a proposed 18,000 s.f. daycare facility for 250 children. There is a daycare use on the southern portion of this parcel that would be removed and be applied to the north subject portion of parcel.

The parcel is located 326 feet to the South of Eldorado Parkway and 193 feet to the West of Ridge Road. We are requesting Planning and Zoning hearing date for July 24th and City Counsel hearing for August 21st.

If you have any questions, or need additional information, please contact me at your convenience.

Sincerely,



Carl Hansla
President

Received by the Planning
Department on 7.9.12



LOCATION MAP

Legal Description "Tract 1"

BEING a 139 acre tract of land situated in the G. Herndon Survey, Section 36, Township 30N, Range 29E, County of Collin, State of Texas, and being a part of that certain called "Tract 1" in a deed to ASG El Dorado from JMC Enterprises, LTD. to El Dorado-Ridge Partners, L.P. as recorded County Clerk, File Number 2002-057201, deed recorded in Volume 11, on Page 315, dated 05/27/01, and being more particularly described as follows:

BEGINNING at the intersection of the West line of Ridge Road with the Northwest corner of Boardwalk Addition, an addition to the City of McKinney, Collin County, Texas, as recorded in Volume 11, on Page 315 deed records Collin County, Texas;

THENCE South 89°35'02" West a distance of 265.40' departing the west line of Ridge Road and traversing the North line of said Boardwalk Addition to a point for corner,

THENCE North 00°19'48" West a distance of 265.57' departing the North line of said Boardwalk Addition to a point for corner,

THENCE North 89°03'23" East a distance of 265.23' to a point for corner, said corner being in the West line of Ridge Road (variable R.D.W.),

THENCE South 00°22'36" East a distance of 229.01' with the West line of Ridge Road (variable width R.D.W.) back to the West line of beginning and containing 139 acres (60,754 sq. ft.) of land.

Legal Description "Tract 2"

BEING a tract of land situated in the Geo. Herndon Survey, Section 36, Township 30N, Range 29E, County of Collin, State of Texas, and being a part of that certain called "Tract 2" in a deed to ASG El Dorado from JMC Enterprises, LTD. to El Dorado-Ridge Partners, L.P. as recorded County Clerk, File Number 2002-057201, deed recorded in Volume 11, on Page 315, dated 05/27/01, and being more particularly described as follows:

BEGINNING at a ½ inch rod found on the North line of said Lot 482, Block A and the South line of Lot 2, Block A of DAWKINT ADDITION, an addition to the City of McKinney, according to the plat thereof, recorded in Volume 11, Page 428, MPRCCT1, said lot and block being more particularly described as follows:

THENCE North 00°22'36" West a distance of 266.72' to a point for corner, said corner being in the West line of Ridge Road (variable R.D.W.),

THENCE South 89°03'23" East a distance of 265.23' to a point for corner, said corner being in the West line of Ridge Road (variable R.D.W.),

THENCE North 00°22'36" East a distance of 229.01' with the West line of Ridge Road (variable width R.D.W.) back to the West line of beginning and containing 139 acres (60,754 sq. ft.) of land.

THENCE North 89°03'23" East a distance of 265.23' to a point for corner, said corner being in the West line of Ridge Road (variable R.D.W.),

SITE BENCHMARKS

BM-1 = An "X" cut on Top of Concrete Curb near the Northwest Corner of Property. Elev. = 706.19

BM-2 = A "X" cut on top of concrete base of light standard in center of median on Ridge Road, East of Property. Elev. = 748.82

BM-3 = An "X" cut on Top of Concrete Curb near the Northwest Corner of Property. at the Southeast corner of Parking Lot. Elev. = 752.78

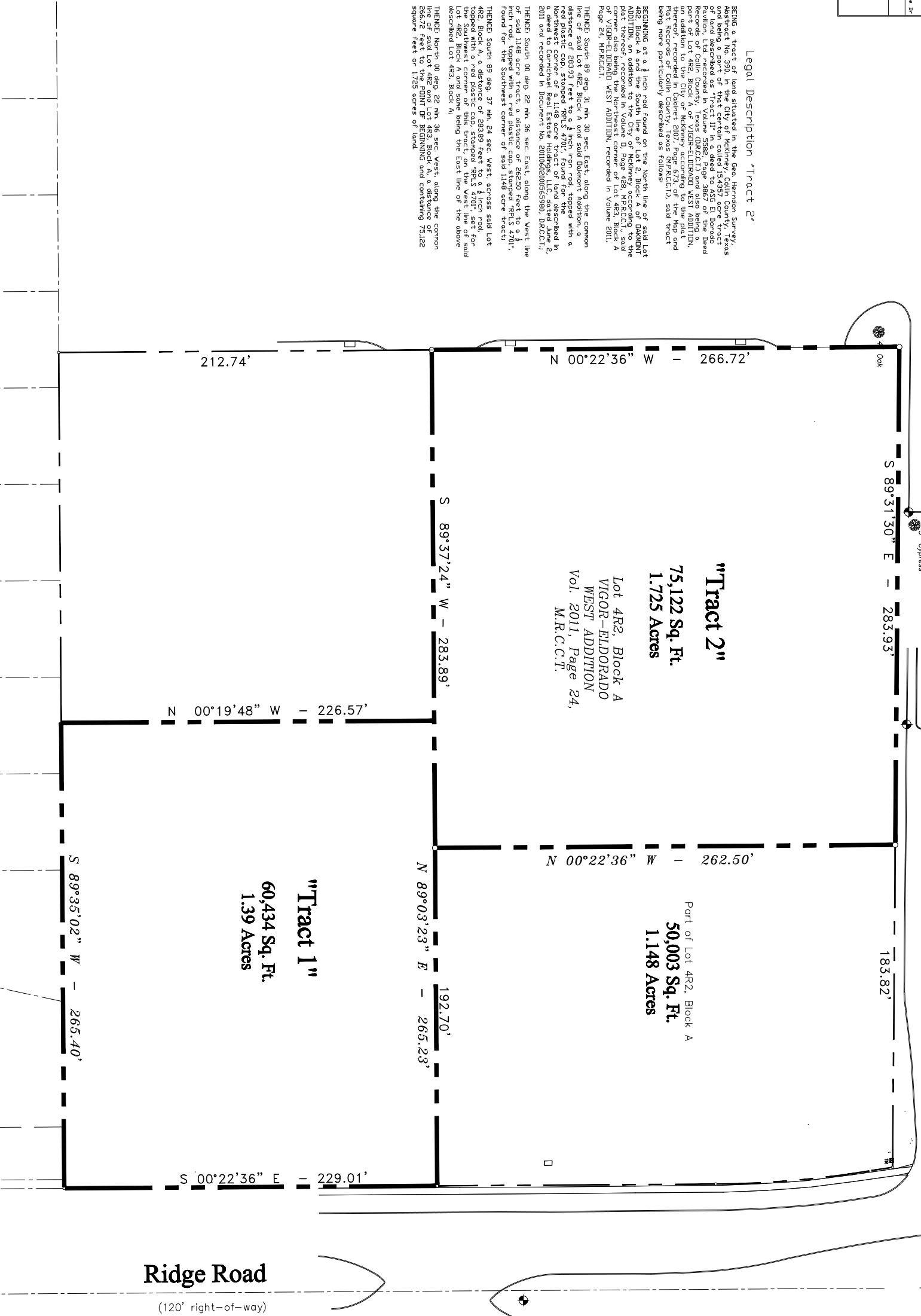
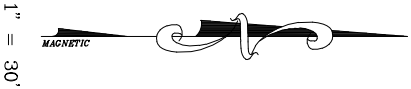
LEGEND

Symbol	Color/Type	Meaning
Circle with cross	Light Standard	Light Standard
Circle with dot	Water Valve	Water Valve
Circle with X	Iron Rod Found	Iron Rod Found
Circle with dot	Irregular Control Valve	Irregular Control Valve
Circle with dot	Sanitary Sewer Cleanout	Sanitary Sewer Cleanout
Circle with X	Covered Area	Sanitary Sewer Manhole
Circle with X	Concrete	Storm Drain Manhole
Circle with X	Asphalt	Fire Hydrant
Circle with X	Utility Pole	Water Meter
Circle with X	Overhead Wires	Gas Meter
Circle with X	Tap/Storm River	

OWNER
ASG ELDORADO PAVILLION LTD
2220 Coit Rd, Ste 380
Plano, TX 75075
(214) 380-1800 ext 102
jhanke@asgellgroup.com

APPLICANT
LADYBIRD ENTERPRISES, INC.
680 Lake Forest Blvd.
Suite 100
(407) 625-6530
carlhanke@gmail.com

SURVEYOR
RINGLEY & ASSOCIATES, INC.
701 S Tennessie Street
McKinney, TX 75069
(972) 542-1286
lir@ringley.com



REG. NO. 8117
Fragomeni Engineering, Inc.
4865 Hoffner Avenue
Orlando, Florida 32812
Voice: (407) 240-0444
Fax: (407) 240-0590

LADYBIRD ACADEMY
RIDGE ROAD, MCKINNEY, TEXAS

ZONING EXHIBIT

JOB NO.	H1027
DATE:	6/12/12
DESIGNED BY:	S.F.
DRAWN BY:	SF
CHECKED BY:	SLF
APPROVED BY:	SLF
NO.	DATE
APPR	REVISION

SHERRI FRAGOMENI
P.E. NO. 86174

FILE: H1027SITE
SCALE: 1" = 30'
SHEET NO.
C-1

ORDINANCE NO. 2012-08-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AMENDING ORDINANCE NO. 99-05-44 OF THE CITY OF MCKINNEY, TEXAS; SO THAT AN APPROXIMATELY 3.12 ACRE PROPERTY, LOCATED APPROXIMATELY 325 FEET SOUTH OF ELDORADO PARKWAY AND WEST OF RIDGE ROAD, IS REZONED FROM “PD” – PLANNED DEVELOPMENT DISTRICT TO “PD” – PLANNED DEVELOPMENT DISTRICT, GENERALLY TO ALLOW FOR A DAYCARE FACILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INJUNCTIVE RELIEF, PROVIDING FOR NO VESTED INTEREST; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

WHEREAS, the City of McKinney has considered the rezoning of an approximately 3.12 acre property, located approximately 325 feet south of Eldorado Parkway and west of Ridge Road, which is more fully depicted on Exhibit A, attached hereto, from “PD” – Planned Development District to “PD” – Planned Development District, generally to allow for a daycare facility; and,

WHEREAS, after due notice of the requested rezoning as required by law, and the required public hearings held before the Planning and Zoning Commission and the City Council of the City of McKinney, Texas, the City Council is of the opinion that the change in zoning district should be made.

NOW THEREFORE BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS:

- Section 1. Ordinance No. 1270 is hereby amended in order to rezone an approximately 3.12 acre property, located approximately 325 feet south of Eldorado Parkway and west of Ridge Road, from “PD” – Planned Development District to “PD” – Planned Development District.
- Section 2. Use and development of the subject property shall conform to the requirements of “PD” – Planned Development District Ordinance No. 99-05-44, except as follows:
- a. Day care uses shall be permitted on Tract 2, which is more fully depicted on the attached Zoning Exhibit (Exhibit B).
- Section 3. If any section, subsection, paragraph, sentence, phrase or clause of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect, and to this end, the provisions of this Ordinance are declared to be severable.
- Section 4. It shall be unlawful for any person, firm or corporation to develop this property, or any portion thereof, in any manner other than is authorized by this Ordinance, and upon conviction therefore, shall be fined any sum not exceeding \$2,000.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of McKinney to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.
- Section 5. That no developer or property owner shall acquire any vested interest in this Ordinance or specific regulations contained herein. The ordinance, and the subsequent site plans (if any) and regulations may be amended or repealed by the City Council of the City of McKinney, Texas, in the manner provided by law.

Section 6. The caption of this Ordinance shall be published one time in a newspaper having general circulation in the City of McKinney, and shall become effective upon such publication.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, ON THE 21ST DAY OF AUGUST, 2012.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

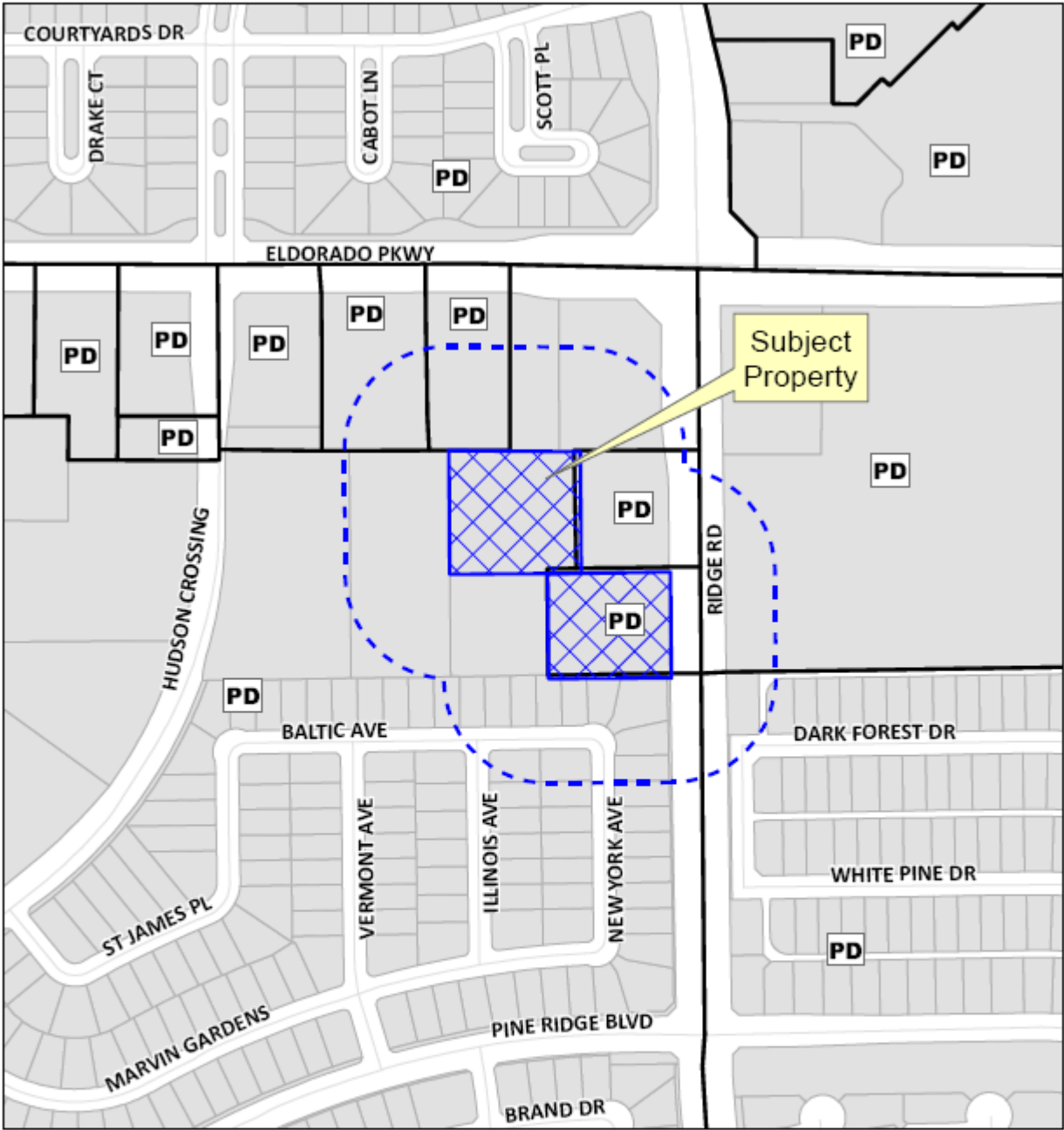
CORRECTLY ENROLLED:

SANDY HART, TRMC, MMC
City Secretary
BLANCA I. GARCIA
Assistant City Secretary

DATE: _____

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney



Notification Case

Case: 12-126Z

--- 200' Notification Buffer

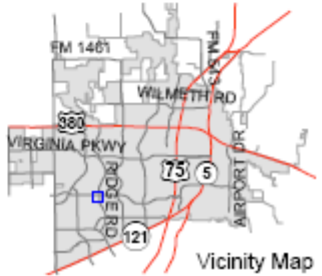


EXHIBIT A

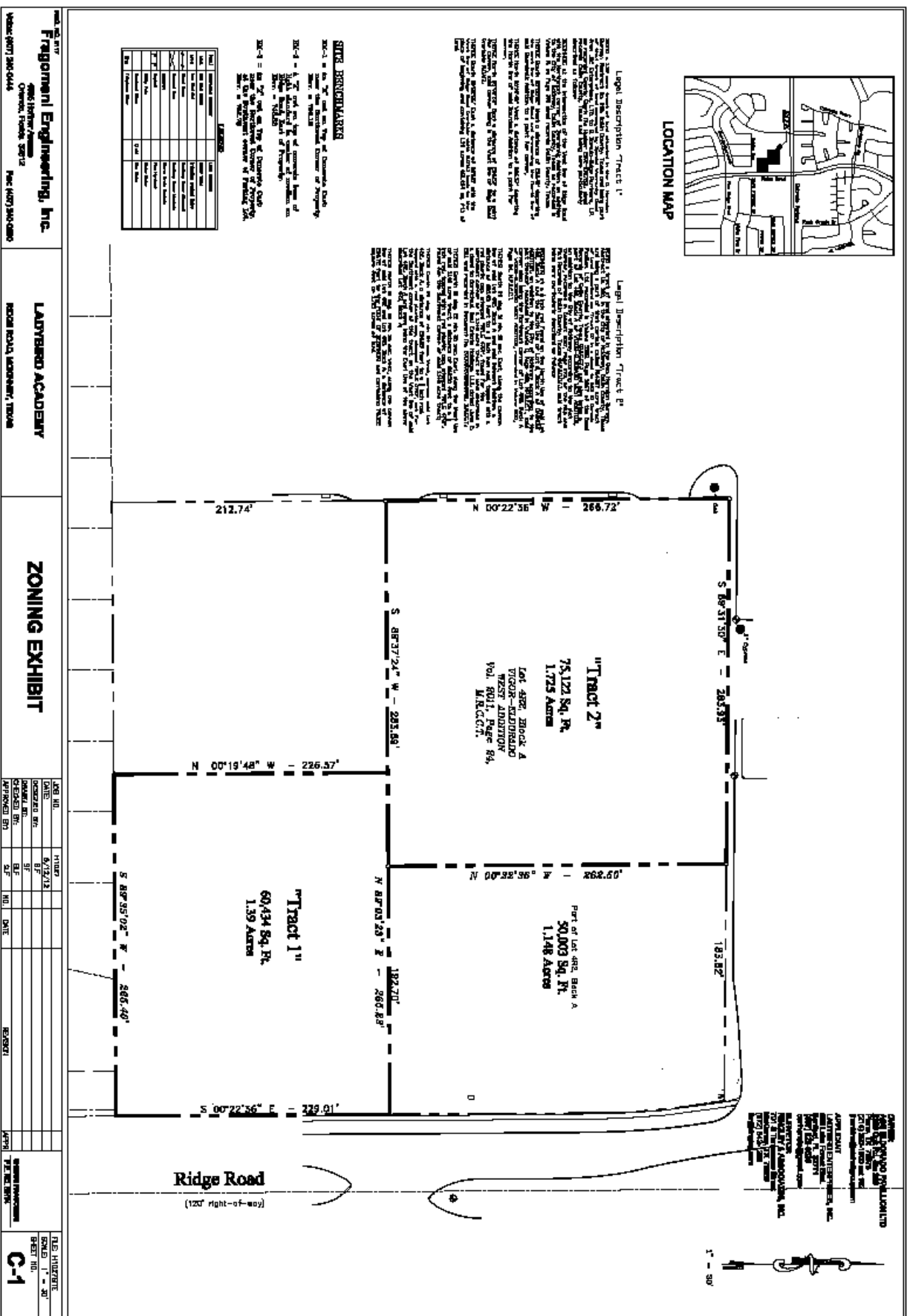


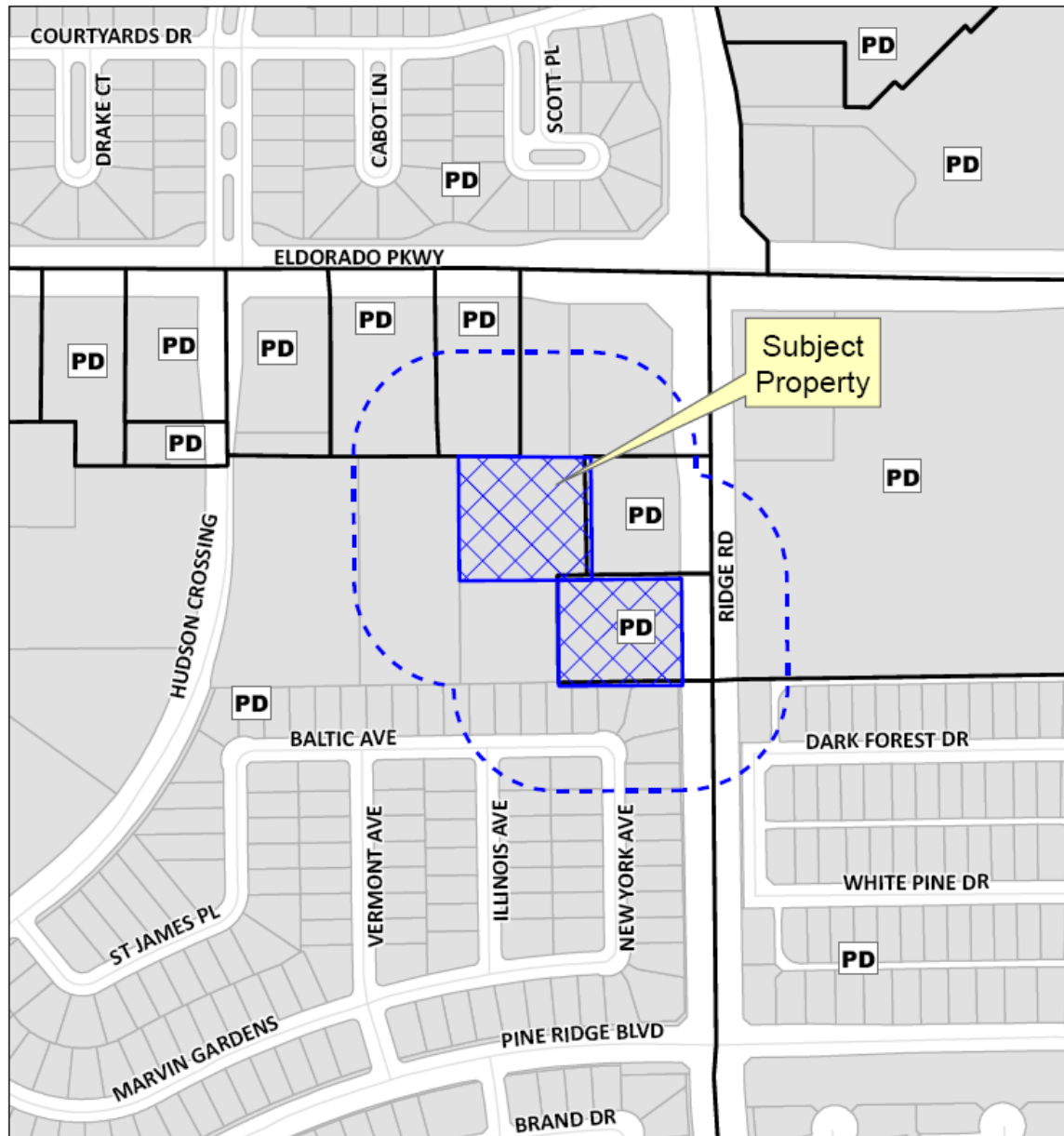
EXHIBIT B

Case No. 12-126Z

LadyBird Academy



Location Map



Aerial Exhibit



Zoning Exhibit



LOCATION MAP

Legal Description 'Tract 1'

NOTE: A 139 acre tract of land situated in the S. Hernan Survey, Abstract No. 396, Collin County, Texas and being part of that tract of land conveyed by Special Warranty Deed, Rice-JNC Enterprises, L.P. to J.C. Donohoe-Ridge Partners, L.P., as recorded County Clerk File Number 8890-025793, deed records Collin County, Texas and being more particularly described as follows:

SECTION at the intersection of the West line of Ridge Road with the Northeast corner of Boardwalk Addition, an addition to the City of McKinney, Collin County, Texas as recorded in Volume 8, on Page 325 deed records Collin County, Texas.

THENCE South 89°30'32" West a distance of 285.44' departing the west line of Ridge Road and traversing the North line of said Boardwalk Addition to a point for corner,

THENCE North 00°19'48" West a distance of 226.57' departing the North line of said Boardwalk Addition to a point for corner.

THENCE North 89°33'23" East a distance of 255.23' to a point for corner, said corner being in the West line of Ridge Road (variable R.O.W.),

THENCE South 01°22'36" East a distance of 2250' with the West line of Ridge Road (variable width R/W) back to the place of beginning and containing 139 acres 00.434 sq. ft. or less.

SITE BENCHMARKS

BM-1 = In "I" cut on Top of Concrete Curb
near the Northwest Corner of Property.
Elev. = 706.19

BM-2 = A "X" cut on top of concrete base of
light standard in center of median on
Ridge Road, East of Property.
Elev. = 748.82

BM-3 - An "I" cut on Top of Concrete Curb
near the Northwest Corner of Property.
at the Southeast corner of Parking Lot
Elev. = 752.78

LIVING		
10.1	bedroom	light wood
10.2	new bed room	white
10.3	new bed room	medium wood
10.4	new room	medium wood
10.5	new room	medium wood
10.6	new room	medium wood
10.7	new room	medium wood
10.8	new room	medium wood
10.9	new room	medium wood
10.10	new room	medium wood
10.11	new room	medium wood
10.12	new room	medium wood
10.13	new room	medium wood
10.14	new room	medium wood
10.15	new room	medium wood
10.16	new room	medium wood
10.17	new room	medium wood
10.18	new room	medium wood
10.19	new room	medium wood
10.20	new room	medium wood
10.21	new room	medium wood
10.22	new room	medium wood
10.23	new room	medium wood
10.24	new room	medium wood
10.25	new room	medium wood
10.26	new room	medium wood
10.27	new room	medium wood
10.28	new room	medium wood
10.29	new room	medium wood
10.30	new room	medium wood
10.31	new room	medium wood
10.32	new room	medium wood
10.33	new room	medium wood
10.34	new room	medium wood
10.35	new room	medium wood
10.36	new room	medium wood
10.37	new room	medium wood
10.38	new room	medium wood
10.39	new room	medium wood
10.40	new room	medium wood
10.41	new room	medium wood
10.42	new room	medium wood
10.43	new room	medium wood
10.44	new room	medium wood
10.45	new room	medium wood
10.46	new room	medium wood
10.47	new room	medium wood
10.48	new room	medium wood
10.49	new room	medium wood
10.50	new room	medium wood
10.51	new room	medium wood
10.52	new room	medium wood
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10.54	new room	medium wood
10.55	new room	medium wood
10.56	new room	medium wood
10.57	new room	medium wood
10.58	new room	medium wood
10.59	new room	medium wood
10.60	new room	medium wood
10.61	new room	medium wood
10.62	new room	medium wood
10.63	new room	medium wood
10.64	new room	medium wood
10.65	new room	medium wood
10.66	new room	medium wood
10.67	new room	medium wood
10.68	new room	medium wood
10.69	new room	medium wood
10.70	new room	medium wood
10.71	new room	medium wood
10.72	new room	medium wood
10.73	new room	medium wood
10.74	new room	medium wood
10.75	new room	medium wood
10.76	new room	medium wood
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10.80	new room	medium wood
10.81	new room	medium wood
10.82	new room	medium wood
10.83	new room	medium wood
10.84	new room	medium wood
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10.86	new room	medium wood
10.87	new room	medium wood
10.88	new room	medium wood
10.89	new room	medium wood
10.90	new room	medium wood
10.91	new room	medium wood
10.92	new room	medium wood
10.93	new room	medium wood
10.94	new room	medium wood
10.95	new room	medium wood
10.96	new room	medium wood
10.97	new room	medium wood
10.98	new room	medium wood
10.99	new room	medium wood
10.100	new room	medium wood

Legal Description "Tract 2"

NOTE: A tract of land situated in the San Antonio Survey, Abstract No. 330, in the City of Midway, Collin County, Texas and the part of the tract of certain 160.00 acre tract of land described as "Tract (C)" in a deed to ASG & Torville Holdings, Ltd. recorded in Volume 3386, Page 3867 of the Deed Records of Collin County, Texas (H263471) and also being a part of Lot 482, Block A of VEDER-CLARENCE WEST ADDITION, on exhibit to the City of Midway according to the last survey being recorded in Abstract No. 330, in the Deed and Plat Records of Collin County, Texas (H263472), said tract being more particularly described as follows:

RECORDING at a 1/4 inch rod found on the North line of said Lot 482, Block A and the South line of Lot 2, Block A of DANNING ADDITION, an addition to the City of Midway according to the plat thereof, recorded in Volume C, Page 428, K.P.22.1, said corner also being the Northeast corner of Lot 483, Block A of VOOG-CLUGGARD WEST ADDITION, recorded in Volume 301, Page 24, K.P.22.7.

THEDD South is apt. 31 rls. 30 sec East, along the common line of said Lot 482, Block A and said Oakeson Addition, a distance of 28332 feet to a 3 inch iron rod, topped with a red plastic cap, stamped "99LS 4731", fixed for the Northeast corner of a L248 acre tract of land described in a deed to Carmichael Real Estate Holdings, LLC, dated June 1, 2012 and recorded in Document No. 201203060065900, L2C27.

THENCE South 00 deg. 22 min. 36 sec. East, along the West line of said 1140 acre tract, a distance of 26250 feet to a $\frac{1}{4}$ inch rod, topped with a red plastic cap, stamped "RPLS 471", found at the Southwest corner of said 1140 acre tract;

THENCE South 89 deg. 37 min. 24 sec. West, across sold Lot 482, Block A, a distance of 282.89 feet to a 6 inch nail topped with a red plastic cap, stamped "99LS 4710", set at the Southwest corner of this tract, on the West line of sold Lot 482, Block A and also being the East line of the above described Lot 482, Block A.

THENCE North 00 deg. 22 min. 36 sec. West, along the common line of said Lot 482 and Lot 483, Block A, a distance of 266.72 feet to the POINT OF BEGINNING and containing 75,122 square feet or 1.725 acres of land.

"Tract 2"

75,122 Sq. Ft.
1.725 Acres

Lot 4R2, Block A
VIGOR-ELDORADO
WEST ADDITION
Vol. 2011, Page 24,
M.R.C.C.T.

Part of Lot 4R2, Block A
50,003 Sq. Ft.
1.148 Acres

"Tract 1"

60,434 Sq. Ft.
1.39 Acres

OWNER
ABQ ELDORADO PAVILLION LTD
2220 Coit Rd, Ste 300
Plano, TX 75075
(214) 380-1000 ext 102
j.hankins@abqehdgroup.com

APPLICANT
LADYBIRD ENTERPRISES, INC.
 999 Lake Forest Blvd.
 Sanford, FL 32771
 (407) 828-8830
 cslawless@gmail.com

SURVEYOR
RINGLEY & ASSOCIATES, INC.
701 S. Tennessee Street
McGrory, TX 76060
(972) 943-1280
lr@ringley.com

 $1^{\circ} - 30^{\circ}$

Ridge Road
(120' right-of-way)

Staff Recommendation

Staff recommends approval of the proposed rezoning request with the special ordinance provisions listed in the staff report.



12-649

TITLE: Conduct a Public Hearing to Consider/Discuss/Act on an Ordinance Amending the Code of Ordinances of the City of McKinney by Amending Chapter 134, "Signs"

MEETING DATE: August 21, 2012

DEPARTMENT: Development Services

CONTACT: Barry Shelton, AICP, Executive Director of Development Services
Jeff Harris, Plans Examiner

RECOMMENDED CITY COUNCIL ACTION:

- Staff recommends approval of the proposed amendments to Chapter 134 of the Code of Ordinances.

ITEM SUMMARY:

- Chapter 134 of the City of McKinney Code of Ordinances regulates the location, size, placement and display of signs within the city.
- Staff has compiled a list of potential amendments to the signage standards. These potential amendments address issues that are either the source of applicant complaints or have been identified by staff as confusing and/or difficult to enforce.
- At the April 23, 2012 City Council work session, staff presented the proposed amendments to the Council. Since that time, staff has solicited input from the MEDC Business Retention and Expansion Program (BREP) roundtable discussion group, the McKinney Chamber of Commerce and representatives of McKinney's homeowner associations. Input from each of these meetings has been incorporated into the draft amendments.
- In addition to the group meetings mentioned above, the proposed amendments have been posted on the Development Services web page for public review and comment.

- Staff has researched neighboring communities' ordinances to compare their standards with McKinney's existing and proposed sign standards. While McKinney should adopt ordinances and standards with the intent to develop the type of community desired, care must be taken to ensure that the standards adopted will not place McKinney at a competitive disadvantage with neighboring cities. A comparison of McKinney's existing and proposed standards with the standards of Frisco, Allen, Plano and Richardson can be found in the attached "City Comparison Table".
- It is important to retain a balance between the *safety, communications efficiency, and environmental quality and preservation* when discussing possible amendments to the City's signage standards.

BACKGROUND INFORMATION:

- The intent of Chapter 134 is to establish regulations governing the display of signs and in part to achieve the following:
 - (1) *Safety.* To promote the safety of persons and property by providing that signs:
 - a. Promote and protect the public health, safety, comfort, morals and convenience;
 - b. Do not obstruct firefighting or police surveillance; and
 - c. Do not overload the public's capacity to receive information or increase the probability of traffic congestion and accidents by distracting attention or obstructing vision.
 - (2) *Communications efficiency.* To enhance the economy and the business and industry of the city by promoting the reasonable, orderly and effective display of signs and thereby encourage increased communication with the public, so that:
 - a. Businesses and services may identify themselves;
 - b. Customers and other persons may locate a business or service;
 - c. Signs are compatible with their surroundings, are appropriate to the type of activity to which they pertain, and are expressive of the identity of proprietors and other persons displaying signs; and
 - d. Persons exposed to signs are not overwhelmed by the number of messages presented and are able to exercise freedom of choice to observe or ignore said messages, according to the observer's purpose.
 - (3) *Environment quality and preservation.* To protect the public welfare and to enhance the appearance and economic value of the landscape by

providing that signs:

- a. Do not interfere with scenic views, and protect and preserve the unique and natural beauty and historic values of the city;
- b. Do not create a nuisance to persons using the public rights-of-way;
- c. Do not create a nuisance to the occupancy of adjacent and contiguous property by their brightness, size, height or movement; and
- d. Are not detrimental to land or property values.

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

[Agenda Item Summary](#)

[Ordinance](#)

[Ordinance Redline](#)

[City Comparison Table](#)

[Presentation](#)



TITLE: Conduct a Public Hearing to Consider/Discuss/Act on an Ordinance Amending the Code of Ordinances of the City of McKinney by Amending Chapter 134, "Signs"

MEETING DATE: August 21, 2012

DEPARTMENT: Development Services

CONTACT: Barry Shelton, AICP, Executive Director of Development Services
Jeff Harris, Plans Examiner

RECOMMENDED CITY COUNCIL ACTION:

- Staff recommends approval of the proposed amendments to Chapter 134 of the Code of Ordinances.

ITEM SUMMARY:

- Chapter 134 of the City of McKinney Code of Ordinances regulates the location, size, placement and display of signs within the city.
- Staff has compiled a list of potential amendments to the signage standards. These potential amendments address issues that are either the source of applicant complaints or have been identified by staff as confusing and/or difficult to enforce.
- At the April 23, 2012 City Council work session, staff presented the proposed amendments to the Council. Since that time, staff has solicited input from the MEDC Business Retention and Expansion Program (BREP) roundtable discussion group, the McKinney Chamber of Commerce and representatives of McKinney's homeowner associations. Input from each of these meetings has been incorporated into the draft amendments.
- In addition to the group meetings mentioned above, the proposed amendments have been posted on the Development Services web page for public review and comment.
- Staff has researched neighboring communities' ordinances to compare their standards with McKinney's existing and proposed sign standards. While McKinney should adopt ordinances and standards with the intent to develop the type of community desired, care must be taken to ensure that the standards adopted will not place McKinney at a competitive disadvantage with neighboring

cities. A comparison of McKinney's existing and proposed standards with the standards of Frisco, Allen, Plano and Richardson can be found in the attached "City Comparison Table".

- It is important to retain a balance between the *safety, communications efficiency, and environmental quality and preservation* when discussing possible amendments to the City's signage standards.

BACKGROUND INFORMATION:

- The intent of Chapter 134 is to establish regulations governing the display of signs and in part to achieve the following:
 - (1) *Safety*. To promote the safety of persons and property by providing that signs:
 - a. Promote and protect the public health, safety, comfort, morals and convenience;
 - b. Do not obstruct firefighting or police surveillance; and
 - c. Do not overload the public's capacity to receive information or increase the probability of traffic congestion and accidents by distracting attention or obstructing vision.
 - (2) *Communications efficiency*. To enhance the economy and the business and industry of the city by promoting the reasonable, orderly and effective display of signs and thereby encourage increased communication with the public, so that:
 - a. Businesses and services may identify themselves;
 - b. Customers and other persons may locate a business or service;
 - c. Signs are compatible with their surroundings, are appropriate to the type of activity to which they pertain, and are expressive of the identity of proprietors and other persons displaying signs; and
 - d. Persons exposed to signs are not overwhelmed by the number of messages presented and are able to exercise freedom of choice to observe or ignore said messages, according to the observer's purpose.
 - (3) *Environment quality and preservation*. To protect the public welfare and to enhance the appearance and economic value of the landscape by providing that signs:
 - a. Do not interfere with scenic views, and protect and preserve the unique and natural beauty and historic values of the city;
 - b. Do not create a nuisance to persons using the public rights-of-way;
 - c. Do not create a nuisance to the occupancy of adjacent and contiguous property by their brightness, size, height or movement; and

- d. Are not detrimental to land or property values.

BOARD OR COMMISSION RECOMMENDATION:

- N/A

ORDINANCE NO. 2012-08-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MCKINNEY, TEXAS BY AMENDING CHAPTER 134, "SIGNS" BY REVISING THE PERMIT FEE SCHEDULE; AMENDING THE TIME LIMIT FOR COMPLETION OF WORK UNDER A PERMIT GRANTED UNDER CHAPTER 134; ESTABLISHING A PRESUMPTION REGARDING VIOLATIONS OF CHAPTER 134; REVISING AND ADOPTING NEW SIGN DEFINITIONS; AMENDING THE PERMIT TIME PERIOD FOR SEARCHLIGHTS; ESTABLISHING ADDITIONAL PROHIBITED SIGNAGE; PROHIBITING BILLBOARDS; ESTABLISHING EXCEPTIONS FOR BILLBOARDS CURRENTLY IN EXISTENCE; REVISING ON-PREMISE DETACHED GROUND OR POLE SIGN REGULATIONS; ESTABLISHING REGULATIONS RELATED TO GRAND OPENING, CHANGEABLE ELECTRONIC VARIABLE MESSAGE, DIRECTIONAL KIOSK, AND TEMPORARY DIRECTIONAL SIGNS; REVISING REGULATIONS REGARDING PROJECTING SIGNS; REVISING AND ESTABLISHING ADDITIONAL SIGN EXEMPTIONS; ESTABLISHING A PENALTY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of McKinney, Texas (the "City") is a Home Rule City possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of Texas Local Government Code and its Home Rule Charter; and

WHEREAS, the City Council of the City of McKinney, Texas ("City Council"), possesses, pursuant to Chapter 216 of the Texas Local Government Code, as amended, the ability to regulate signs in the City limits and in the City's extra-territorial jurisdiction ("ETJ"); and

WHEREAS, the City Council enacted chapter 134 of the Code of Ordinances regulating signs within the City and the City's ETJ; and

WHEREAS, the City Council has determined a necessity, based upon the recommendations of the City's planning and zoning commission, to amend chapter 134; and

WHEREAS, the City Council finds that the amendment of chapter 134, relating to sign regulations, is in the best interest of the health, safety and welfare of the citizens of the City.

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

Section 1. All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. Chapter 134, "Signs," of the Code of Ordinances of the City of McKinney is hereby amended in part to read as follows:

"Chapter 134 – SIGNS.

Sec. 134-1. - Purpose and intent.

Sec. 134-2. - Administration.

Sec. 134-3. - Permit; penalty for violation of chapter.

Sec. 134-4. - Definitions.

Sec. 134-5. - Prohibited signage.

Sec. 134-6. - All zoning districts.

Sec. 134-7. - Business and agricultural zoning districts.

Sec. 134-8. - Nonbusiness zoning districts.

Sec. 134-9. - Downtown commercial historic district.
Sec. 134-10. - Multiple-building lot coordinated signage.
Sec. 134-11. - Nonconforming signs; removal of signs by city; exceptions; variances.

Sec. 134-1. - Purpose and intent.

Regulation of the location, size, placement and certain features of signs is necessary to enable the public to locate goods, services and facilities in the corporate limits of the city, to encourage the general attractiveness of the community and to protect property values therein. Accordingly, it is the intention of this chapter to establish regulations governing the display of signs and in part to achieve the following:

- (1) *Safety.* To promote the safety of persons and property by providing that signs:
 - a. Promote and protect the public health, safety, comfort, morals and convenience;
 - b. Do not obstruct firefighting or police surveillance; and
 - c. Do not overload the public's capacity to receive information or increase the probability of traffic congestion and accidents by distracting attention or obstructing vision.

- (2) *Communications efficiency.* To enhance the economy and the business and industry of the city by promoting the reasonable, orderly and effective display of signs and thereby encourage increased communication with the public, so that:
 - a. Businesses and services may identify themselves;
 - b. Customers and other persons may locate a business or service;
 - c. Signs are compatible with their surroundings, are appropriate to the type of activity to which they pertain, and are expressive of the identity of proprietors and other persons displaying signs; and
 - d. Persons exposed to signs are not overwhelmed by the number of messages presented and are able to exercise freedom of choice to observe or ignore said messages, according to the observer's purpose.

- (3) *Environment quality and preservation.* To protect the public welfare and to enhance the appearance and economic value of the landscape by providing that signs:
 - a. Do not interfere with scenic views, and protect and preserve the unique and natural beauty and historic values of the city;
 - b. Do not create a nuisance to persons using the public rights-of-way;
 - c. Do not create a nuisance to the occupancy of adjacent and contiguous property by their brightness, size, height or movement; and
 - d. Are not detrimental to land or property values.

Sec. 134-2. - Administration.

The provisions of this chapter shall be administered and enforced by the inspection department.

Sec. 134-3. - Permit; penalty for violation of chapter.

- (a) *Required.* It shall be unlawful for any person to erect, conduct major repair of or relocate any sign within the city without first obtaining a permit to do so from the inspection department or its designated representative. Minor repair, however, is allowed without a permit, as defined in section 134-4.
- (b) *Application.* Application for a permit required by this chapter shall be made upon forms provided by the inspection department.
- (c) *Insurance.* Every applicant for a permit under this chapter for attached, detached and billboard signs erected or maintained in accordance with section 134-7(a), (b), and (c) shall carry a liability insurance policy (minimum \$20,000.00), which covers the subject sign during erection. The policy must be carried by an approved insurance company authorized to do business in the state. A bond covering the subject sign will also be acceptable. Proof of liability coverage shall be submitted by means of a certificate.
- (d) *Refusal of permit for failure to pay costs.* The inspection department may refuse to issue a permit under this chapter to any person who has refused or failed to pay any costs relating to signs.
- (e) *Approval of permit by electrical inspector.* The application for a permit for the erection of a sign in which electrical wiring and connections are to be used shall be approved by the electrical inspector prior to submission of the application to the inspection department for final approval.
- (f) *Permit fee schedule.* All attached, detached and nonpremises signs, except those exempted from the provisions of this chapter, shall be charged a permit fee calculated from the sign valuation based on the fee schedule set forth in Appendix A of the Code of Ordinances, which may be amended from time to time by ordinance.
- (g) *Issuance.* It shall be the duty of the inspection department, upon the filing of an application for a permit under this chapter, to examine the plans and specifications and other data and the premises upon which the sign is proposed to be erected; and, if it shall appear that the proposed sign is in compliance with all the requirements of this chapter, the building code and all other laws and ordinances of the city, the permit shall then be issued.
- (h) *Time limit for completion of work.* If the work authorized by a permit issued under the provisions of this chapter has not been completed within 90 days after the date of issuance of the certificate of occupancy or the issuance of a sign permit, whichever is later, the permit shall become null and void.
- (i) *Revocation.* All rights and privileges acquired under the provisions of this chapter or any amendment hereto are mere licenses, revocable at any time by the city council, and all permits issued hereunder shall contain this provision.
- (j) *Penalty.* Any person, firm, corporation, association, or other entity who shall violate any of the provisions of this chapter or cause or permit the same to be done in violation of this chapter shall be guilty of a class C misdemeanor and, upon conviction, shall be subject to a fine not to exceed the maximum permissible fine

allowed by state law. It shall be presumed that a person, firm, corporation, association, or other entity is responsible for the violation if the person, firm, corporation, association, or other entity is (1) the permit holder for the sign, or (2) the owner, operator, agent, or manager of an entity or business that, or a person who, is promoted by the sign or listed on the sign as responsible for the sign. This presumption may be rebutted if the named violator provides the full name, date of birth, physical and mailing address, and telephone number or numbers for the person, firm, corporation, association, or other entity responsible for the violation.

Sec. 134-4. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Automobile dealership sign franchise means franchises that are granted specifically by a motor vehicle manufacturer to an authorized dealer for sales only of a specific make of motor vehicle such as Ford or Chevrolet.

Building means a structure that has a roof supported by columns, walls or air for the shelter, support or enclosure of persons, animals or chattel.

Facade means any separate face of a building, including parapet walls and omitted wall lines, or any part of a building which encloses or covers usable space. Where separate faces are oriented in the same direction or in directions within 45 degrees of one another, they are to be considered as a part of a single facade.

Feather flag means a wind device that contains a harpoon-style pole or staff driven into the ground for support.

Frontage or property frontage means the entire length of the boundary line of any one tract of real property adjacent to a public right-of-way, measured parallel to the right-of-way line in a horizontal manner.

Grand opening means a commemoration that promotes the opening of a new business. A grand opening shall be limited to one (1) occurrence to be held within 90 days of the issuance of a certificate of occupancy from the Building Official and shall not exceed 5 consecutive days in length.

Nameplate sign means any sign showing only the name and address of the owner or occupant of the premises on which it is erected.

Premises means a lot or unplatted tract that is recorded in the city.

Repair, major, means any repair, other than minor repair as defined below, of an existing sign, which through an act of God or other event has become damaged in excess of 60 percent of its replacement cost. Such repair work will require a permit and shall meet all provisions of this chapter. Verification of the percentage of damage will be supplied by the applicant to the permit office, and such verification shall be: two estimates from two different reputable sign companies, stating the total value of the sign and the total value of all costs to repair the sign to its original state. If the applicant agrees that the repair exceeds 60 percent of replacement cost, then the said estimates shall not be required.

Repair, minor, is limited to painting, replacement of defective parts, cleaning or other similar minor maintenance to a sign, which will keep said sign at an acceptable level and which does not change the total area of the sign, and which repair is less than 60 percent of the replacement cost of the sign.

Sign means and includes any writing, letter, word, numeral, pictorial representation, emblem, symbol, trademark, object, design or other identification that is designed or intended to identify, advertise, announce or inform. The term "sign" shall not include:

- (1) Works of art that in no way identify a product or business and that are not displayed in conjunction with a numerical for-profit enterprise;
- (2) Temporary decorations or displays directly incidental to and customary and commonly associated with national, local or religious holiday celebrations; or
- (3) Traffic and other official signs and devices of any public or governmental agency.

Sign, abandoned, means a sign that depicts or refers to a product, business, service, activity, condition or person, which has changed in such a manner that the sign no longer correctly identifies or describes him/it, or which no longer exists at the location referred to in the sign, or which no longer exists in any way or at any place.

Sign, advertisement/identification flag, means and includes flags or insignia that bear identification other than defined in "Sign, government flag."

Sign, attached, means any sign attached to, applied on or supported by any part of a building (such as a wall, roof, window, canopy, awning, arcade or marquee) that encloses or covers usable space and does not extend more than 12 inches from the building facade.

Sign, billboard and/or nonpremises, means a permanent structure sign erected for the purpose of the display of commercial or non-commercial messages which are not related to the products or services sold, manufactured or distributed on the premises on which the sign is located.

Sign, changeable electronic variable message sign (CEVMS), means a sign which permits light, which may be flashing or pulsating, to be turned on or off intermittently or which is operated in a way whereby light is turned on or off intermittently, including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all time when such sign is in use, including an LED (light emitting diode) or digital sign, which may or may not vary in intensity or color.

Sign, detached, means any sign permanently placed on or anchored to the ground and structurally independent of any building or other structure.

Sign, detached ground, means a sign having a low profile, either made of or contained within stone, concrete, metal, wood, brick or similar material, which does not exceed six feet in height from the adjacent ground level.

Sign, detached pole, or pole sign, means any sign supported by one or two freestanding poles and having no guys or braces to the ground or to any structure.

Sign, directory kiosk, means a sign within a multi-tenant shopping center, office park or medical center that lists and provides direction to individual tenants within the development or commercial use.

Sign, effective sign area measurement, means the area enclosed by drawing one or more rectangles of horizontal and vertical lines that fully contain all extremities of the sign drawn to scale, exclusive of its supports. The measurement is to be calculated from the viewpoint that gives the largest rectangle of that kind as the viewpoint is rotated horizontally around the sign (reference graphic 1).

Sign, government flag, means flags or insignia of governments or fraternal, religious, civic or educational organizations and institutions that are not used in connection with a commercial promotion or to advertise a commercial product, service, business, activity, condition, or person.

Sign, hanging, means a sign that is attached beneath an awning of canopy of a building.

Sign, human, means a sign held by or attached to a human being who stands or walks on the premises or on adjacent right-of-way at a business location. A human sign includes a person dressed in costume, both for the purposes of advertising and/or otherwise drawing attention to an individual, business, commodity, service, activity or product.

Sign, inflatable, means a sign manufactured of plastic, cloth, canvas or other flexible or light fabric, inflated with air, secured to the ground, and does not exceed 30 feet in height. Inflatable signs are only permitted as part of a grand opening signage display.

Sign, mobile billboard, means an operable vehicle with illuminated or non-illuminated panels, other devices or appendages whose primary purpose is to advertise, promote or draw attention to products, services, events or other similar purpose.

Sign, nonpremises temporary directional, means a temporary sign, generally with a plastic, metal or cardboard back and a wooden or steel stake, used to promote the sale of property, lots or homes within a subdivision.

Sign, on-site vehicle movement control, means a sign that directs vehicular or pedestrian movement within or onto the premises on which the movement control sign is located.

Sign, portable and/or display, means a sign that is not permanently attached to the ground or building or designed to be permanently attached to the ground or building. Portable signs include signs on wheels or on portable or mobile structures, such as, among other things, trailers, skids, banners, tents or other portable structures, A-frame signs, T-shaped signs, airborne devices, or other devices used for temporary display or advertising.

Sign, premises, means any sign the content of which relates to the premises on which it is located, referring exclusively to the name, location, products, persons, accommodations, service or activities on those premises, or the sale, lease or construction of those premises.

Sign, projecting, means a sign attached to a building or extending, in whole or in part, 12 inches or more perpendicular to the surface of the building to which the sign is attached.

Sign, protective, means any sign that is commonly associated with safeguarding the permitted uses of the occupancy.

Sign, roof, means any sign erected upon, against or directly above a roof, or on top of or above the parapet of the building.

Sign, special purpose, means a sign temporarily supplementing the permanent signs on the premises.

Sign support, means any pole, post, strut, cable, or other structural fixture or framework necessary to hold and secure a sign, providing that said support is not used as a sign.

Sign, temporary directional, means a non-premises sign that is temporarily placed to direct potential customers to a place of business and shall include signs placed by homebuilders directing potential customers to a residential development.

Sign, temporary religious, means a temporary sign used to provide the name of and direction to a location occupied by a religious organization or religious group that temporarily operates in a school or other facility. A temporary religious sign identifies the meeting location/address, website information, hours of service, and/or telephone number of a religious organization or group.

Sign, vehicular, means a sign that identifies a vehicle used for a particular business; however, not when the primary use of the vehicle is that of a sign (reference graphic 11).

Sign, wind-driven, means any sign consisting of one or a series of two or more banners, flags, pennants, ribbons, spinners, streamers, captive balloons, or other objects or material fastened in such a manner as to move upon being subjected to pressure by wind or breeze.

Zoning district, agriculture, means any zoning district designated by the comprehensive zoning ordinance of the city as an agricultural district; refer to section 146-67.

Zoning district, business, means any zoning district designated by the comprehensive zoning ordinance of the city as a commercial and/or industrial district (BN, BG, C, O, GC, AP, ML, MH, PD), or any other business districts that should replace these or be added to them in the future; refer to article III of chapter 146.

Zoning district, nonbusiness, means any zoning district not designated as a business district in accordance with the definition of "Zoning district, business" (i.e., residential districts RED-1, RED-2, RS 120, RS 84, RS 60, RS 45, RD 30, RG 27, RG 25, RG 18, MP, PD), or any nonbusiness district that should replace these or be added to them in the future; refer to article III of chapter 146.

Sec. 134-5. - Prohibited signage.

The following signs are specifically prohibited, except as otherwise prescribed within this chapter:

- (1) *Certain illuminated signs*. No sign shall be illuminated to an intensity that causes glare or brightness to a degree that

could constitute a hazard or nuisance. Moving, flashing, intermittently lighted, color changing, beacons, revolving or similarly constructed signs shall not be allowed.

- (2) *Signs containing obscene matter.* Signs containing statements, words or pictures of an obscene character.
- (3) *Signs interfering with traffic.* Signs that imitate an official traffic sign or signal, or which contain the words "stop," "go slow," "caution," "danger," "warning" or similar words used on official traffic signs or signals. Signs which are of a size, location, movement, content, coloring or manner of illumination which may be confused with or construed as a traffic control device or which hide from view any traffic or street sign or signal, or which obstruct the view in any direction at a street or road intersection.
- (4) *Portable and/or display signs.* Portable and/or display signs, except as described in the commercial historic district section of this chapter, section 134-9(10).
- (5) *Painting, marking streets, sidewalks, buildings, utility poles, trees.* No person shall attach any sign, paper or other material to, or paint, stencil or write any name or number (except house numbers) on, or otherwise mark on any sidewalk, curb, gutter, street utility pole, tree, public building or structure unless authorized by this chapter or by the city council or its delegated representatives (reference graphic 2).
- (6) *Signs in, on or over public right-of-way, railroad right-of-way, public easements or designated fire lanes.* No person shall place, erect or allow to be placed or erected any sign in, on or over public rights-of-way and easements, railroad right-of-way or designated fire lanes except as described in the commercial historic district provisions in section 134-9 or if erected by the city for public purposes. Detached signs shall maintain a setback as described in section 134-7(c)(1).
- (7) *Signs on fences, railings, etc.* No person shall paint a sign or attach a sign, other than a nameplate, to the outside of a fence or railing.
- (8) *Searchlights.* Searchlights are prohibited, unless specially permitted through the chief building official. An application for such permit shall be submitted to the chief building official and shall indicate the number of searchlights, time of use, intended purpose, and location. An application for such permit shall be submitted 20 days prior to the city council meeting when the permit is scheduled to be considered and shall indicate the number, time of use, intended purpose, and location. The fee for such permit application is as provided in Appendix A.
- (9) *Roof signs.* Signs that are erected upon or applied to any roof are prohibited. A mansard-style roof shall be considered as part of the building facade and not the roof for the purpose of attached sign location. The term "sign" herein shall not apply to a religious symbol, unaccompanied by lettering, when applied to the cornice, tower or spire of a place of worship.

- (10) *Wind driven signs.* Wind driven signs are prohibited in all zones except as permitted as part of a grand opening event as described in section 134-7(g).
- (11) *Handbills.* It shall be unlawful for any person to scatter, distribute, throw or attach handbills, circulars, cards, tear sheets, or any other advertising device of any description along or upon any street, sidewalk, or vehicle in the city.
- (12) *Banners or pennants.* Banners or pennants, other than those described in section 134-7(c)(8)c and (f), are prohibited; provided, however, that Banners and pennants may be permitted as part of a grand opening event as described in section 134-7(g).
- (13) *Inflatable signs.* Inflatable signs are prohibited in all zones except as permitted as part of a grand opening event as described in section 134-7(g).
- (14) *Temporary directional signs (off-premises).*
- (15) *Billboards.* Billboards which were permitted prior to July 1, 2012, may remain in accordance with the terms of this Ordinance and the Code of Ordinances, as they may be amended.

Sec. 134-6. - All zoning districts.

The contents of this chapter are applicable to the corporate limits of the city only. The following general provisions apply to signs in all zoning districts:

- (1) Detached signs shall be engineered to withstand a wind load of 30 pounds per square foot.
- (2) Abandoned signs shall be removed within 30 days after such business ceases.
- (3) All illuminated signs shall bear the Underwriters' Laboratories, Inc., label or be built in conformance with the city's electrical code requirements, as may be amended. Additionally, illuminated signs shall comply with the following provisions:
 - a. Any light used for the illumination of a sign shall be shielded so that the beams or rays of light shine directly onto the sign and not into surrounding areas.
 - b. Neither the direct nor the reflected light from any light source shall create a traffic hazard or distraction to operators of motor vehicles on public thoroughfares.
 - c. External illumination is allowed on the following signs:
 - 1. Signs in the city's downtown commercial historical district;
 - 2. Detached signs on tracts 25 acres or greater in industrial zoning districts;
 - 3. Ground signs in business districts; and
 - 4. Institutional signs and apartment signs.
- (4) Any person having an interest in the sign for whom a permit is issued under this chapter shall maintain all parts and supports of the sign covered by such permit in good

condition to prevent deterioration, oxidation, rust and other unsightly conditions.

- (5) The inspection department shall inspect annually, or at such other times as deemed necessary, each sign regulated by this chapter for the purpose of ascertaining whether the same is secure or insecure, whether it still serves a useful purpose, and whether it is in need of removal or repair.

Sec. 134-7. - Business and agricultural zoning districts.

- (a) *Billboards.* New billboards are prohibited. Existing billboards shall be considered non-conforming signs and shall comply with Section 134-11, with the exception of billboards fronting on U.S. Highway 75/Central Expressway, which may be structurally altered and/or replaced, but shall not exceed a height of 40 feet or an area of 300 square feet per side. Height shall be measured from the ground level of the street or road upon which the sign faces (including frontage roads), or from the ground level of the billboard location, if such ground level is above the street or road level.

- (b) *On-premises attached signs.*

- (1) *Sign allowance.* The total area per face of a sign shall not exceed 1½ square feet of face area for each linear foot of building fascia length. Allowances for individual occupancies within a multiuse building shall be calculated on leased or occupied fascia length. If the lot on which the building is located has multiple right-of-way frontage, each street frontage shall be counted for purposes of determining attached sign allowance. Said signage is to be applied (distributed) on the sides of the building where facing directly adjacent to the public right-of-way. Alternate signage is allowed on sides of the building not adjacent to the public right-of-way not to exceed one-third of the allowance or 25 square feet, whichever is less (reference graphic 3).

- (2) *Sign location.* Attached signs may be located on a building wall; but, if any part of the sign projects above the ceiling line of the first floor, then no window or part of a window shall be situated within or blocked by the flat wall sign. No such sign shall extend above the roofline of the building or more than 12 inches from the building wall. (See section 134-5(9) for description of roof.) Where such signs are located on mansard-style roofs, and the building fascia is not vertical, the bottom of such sign shall not project more than 12 inches from said roof and the sign can be oriented in a vertical manner. The staff shall promulgate such graphic to illustrate sign location and orientation.

- (3) *Sign and letter/logo height in relation to building height.*
 - a. For multistory structures, attached signage as described in subsection (b)(1) of this section is allowed between the ground levels to a height of 24 feet.
 - b. For multistory structures that are four stories in height or more, the following standards shall apply to letter/logo height in relation to building height:

- 1. Maximum height is as follows:

<i>Height of sign, 4 stories or greater</i>	<i>Maximum letter/logo height</i>
4 stories	36 inches
5 to 10 stories	48 inches
11 to 15 stories	60 inches
16 stories and above	72 inches

- 2. Additionally, the above table represents the maximum letter and/or logo height in each sign height category. When a sign is totally composed of individually mounted letters, either one letter or one logo may be 25 percent taller than the maximum letter/logo height.
 - 3. Such signage shall be located between the floor level of the top floor and the top of the fascia wall (reference graphic 4).
- (4) *Projecting signs.* Projecting signs may project a maximum of five feet (5') from the façade of the building and may extend into right-of-way or above a pedestrian walkway or sidewalk as long as the sign is a minimum five feet back from the back of curb. When projecting over a public or private sidewalk, a projecting sign shall have a minimum ground clearance of eight and one-half feet (8.5'). Projecting signs shall be no more than 15 square feet in size.
- (c) *On-premises detached ground or pole signs.*
- (1) Except for signs located within a distance of 50 feet from the right-of-way lines of the linear segments of streets listed in this subsection and situated so as to be viewed from such streets, on-premises, detached advertisement and identification signs shall be restricted to ground signs only. Pole signs shall be allowed only along the following linear segments of streets (reference Table 1 – Pole Signs):

U.S. 75/Central Expressway

Texas Highway 121

University Drive, between Central Expressway and McDonald Street

Note: If the stated linear segment does not reference a beginning or ending cross-street, the segment shall mean the entire length of such street within the corporate limits or from the stated cross-street to the corporate limits, as the case may be.

The city council, upon specific application, may approve an exception to allow a pole sign at a location where prohibited herein if the council determines that a general condition of pole signs exists in the immediate vicinity and the proposed pole sign would be consistent with such established conditions.

- a. *Pole sign regulations.* Where allowed, pole signs shall conform to the following restrictions and limitations (reference Table 1 – Pole Signs):

Table 1 – Pole signs

	0-foot to 70-foot ROW (feet)			71-foot to 99-foot ROW (feet)			100-foot to 250-foot ROW (feet)		Freeway (feet)
Minimum width of lot frontage	50	100	150	50	80	100	100	200	125
Maximum square footage per side	20	30	40	50	60	70	80	100	150
Setback from street ROW line or any property line	5	5	10	10	10	15	15	15	15
Maximum height	*	8	10	20	20	20	24	24	40

*Pole sign not allowed. See regulations for ground signs which follow.

- b. *Ground sign regulations.* Ground signs shall conform to the following restrictions and limitations (Table 2 – Ground Signs):

Table 2 – Ground Signs

	0-foot to 70-foot ROW (feet)			71-foot to 99-foot ROW (feet)			100-foot to 250-foot ROW (feet)		Freeway (feet)
Minimum width of lot frontage	50	100	150	50	80	100	100	200	125
Maximum square footage per side	20	30	40	50	60	70	80	100	150
Setback from street ROW line	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Setback from any property line other than ROW	5	5	10	10	10	15	15	15	15
Maximum height	3.5	6	6	6	6	6	6	6	10

- c. *Multiuse signs.* A multiuse sign that identifies a coordinated development site of more than one use, such as a shopping center, office center, or industrial park, may have a sign area not larger than 1.5 times the area allowed for a single-use sign on the site, or a maximum of 200 square feet, whichever is less. A multiuse sign may contain a directory or listing of the occupants within a center or multiuse development. If a directory is utilized, the remainder of the sign area shall contain only the identification of the entire center or entire development. If a multiuse sign area exceeds that allowed for a single use, no detached ground or pole sign is allowed for any single use within the center or development, or for any use listed in a directory on such sign.

- (2) When determining requirements for allowable detached ground or pole signs under the above table, first determine the right-of-way width adjacent to the subject lot, then determine the lot frontage. Next, determine the maximum square footage per side, setback from adjacent rights-of-way and the maximum height by reading vertically below the applicable lot frontage. To calculate the height of a sign, measurement shall be made from the top of the curb adjacent of the street upon which a sign faces or from the natural ground level, if above curb level, to the top of the sign. Construction of a berm or earthen mound for the

purpose of increasing height of signage is prohibited. For the purpose of calculating the distance from a street right-of-way line where the existing street right-of-way width is less than that required in the thoroughfare plan and subdivision ordinance, such distance shall be measured from the line of such right-of-way as required by such plan or ordinance (adding equal amounts to each side of the existing right-of-way) rather than from the existing right-of-way line. Freeways are as proposed by the thoroughfare plan of the city.

- (3) No such sign shall be erected within 20 feet of the street intersection, unless the bottom of the sign exceeds 42 inches in height above ground level, and the sign is set back from the right-of-way as stated in the table above (reference graphic 6).
- (4) If the lot on which a building or buildings are located has multiple right-of-way frontages and is three acres or greater, two detached ground or pole signs are permitted (one per frontage) based on sign allowances in subsection (c)(1) of this section. If such a building or buildings are located on a lot less than three acres, two detached ground or pole signs are permitted with a maximum of 60 square feet per side per sign and a maximum height of 20 feet. On lots located at the intersection of a major thoroughfare and a freeway, two detached ground or pole signs are permitted, the size to be based on subsection (c)(1) of this section. All detached signs shall have a minimum of 20 feet of separation from the largest permitted sign.
- (5) If two of the allowable detached signs are combined into one detached sign, then the signage may exceed by 50 percent the total allowable signage of the largest permitted sign up to a maximum of 200 square feet per side.
- (6) When electrical service is provided to detached signs, all such electrical service shall be underground.
- (7) All detached ground signs shall be framed, and finish materials used on the sign frame shall match or be complimentary to exterior finishing materials of the primary structure on the site.
- (8) Automobile dealership signs.
 - a. *Number per lot.*
 - 1. *Primary detached signs.* There shall not be more than one primary sign for each franchise up to a maximum of three primary signs per dealership.
 - 2. *Secondary detached signs.* Secondary signs shall be permitted only if used for pre-owned automobiles and limited to one per dealership.
 - b. *Area, location and height requirements.*
 - 1. *Primary detached signs.* All primary detached signs shall conform to provisions within this section.

2. *Secondary detached signs.* Secondary signs shall be limited to one-half of the area of the primary detached sign and a maximum of 24 feet in height.
 3. *Minimum separation.* All signs shall be separated by a minimum distance of 100 feet.
- c. *Banners and pennants.* Such signage is allowed on light standards and poles, as long as signage does not exceed 20 square feet per pole or sign and is not strung or affixed in any manner other than from brackets on single poles (reference graphic 7).
- (d) *Development identification signs.*
- (1) Project information or identification detached ground signs are permitted at the entrances of major offices or industrial park developments located on more than one lot and bisected by one or more publicly dedicated streets. They shall be allowed under the following size restrictions:

<i>Size</i>	<i>Maximum size (square feet)</i>	<i>Maximum height (feet)</i>
Under 10 acres	36	6
10 acres and above	64	8

- (2) Signs may be located at each corner of the intersection of an entrance street.
- (e) *Real estate signs.*
- (1) *Generally.* One real estate sign, not exceeding 32 square feet in sign area and 12 feet in height, shall be permitted on tracts of 50 acres or less, and not exceeding 96 square feet in area and 16 feet in height for tracts of land over 50 acres. On tracts of 50 acres or greater with 1,000 feet of frontage adjacent to the public right-of-way, a sign not to exceed 200 square feet per side and 16 feet in height shall be permitted. The sign shall be removed no later than 30 days after the closing of the real estate conveyance. For setback requirements, refer to subsection (c)(1) of this section. Such signs shall not require a permit if they measure 32 square feet or less.
 - (2) *Temporary directional signs.* Nonpremises directional signage shall be prohibited within the city limits.
 - (3) *Construction sites.* On building construction sites, one sign shall be permitted for all participating building contractors and subcontractors, one for all participating professional firms, one for all participating lending institutions and one for each property owner on the construction site, subject to a maximum of three signs for each construction site, each such sign to be 32 square feet in sign area or less, and that such signs must be removed prior to the issuance of a certificate of occupancy for said building.
 - (4) *Nonpremises real estate signs.* Nonpremises real estate signs shall be permitted based on the following criteria:

- a. One such sign shall be permitted per area between 100 acres and 249 acres;
- b. Two such signs shall be permitted per area between 250 acres and 499 acres;
- c. Three such signs shall be permitted for 500 acres and three additional signs shall be permitted for each 500 acres thereafter;
- d. The allowable signage shall be based on the original size of the zoning area;
- e. Real estate signs shall be allowed in all nonplatted zoning districts;
- f. The size of such sign shall be a maximum of 32 square feet and eight feet in height unless adjacent to U.S. Highway 121, 75, or 380, where 96 square feet and 16 feet in height is allowed;
- g. A permit shall expire after two years. Said permit may be renewed upon request by the property owner for another two-year period;
- h. A permit fee as determined from time to time by city council per sign shall be paid; and
- i. There shall be a minimum separation between each sign of 500 feet.

(f) *Temporary promotional banners, posters, and pennants.* Temporary promotional signs, including, but not limited to, banners, posters and pennants, containing, but not limited to, the following verbiage: "Now Hiring," "Applications Here," "We Finance," "Open 24 Hours," "Sale," or "Price Special," shall be permitted, subject to the following guidelines:

(1) *Food-service businesses.* For businesses whose primary purpose is the sale of food for immediate consumption, such signage shall be considered as part of the overall sign allowance and shall not be limited as to time of display; and the means of attachment shall not be visible from the public right-of-way.

- a. *New business.* For a new business, such signage shall not exceed 25 square feet and shall be included as part of the total allowable attached or detached signage. Such signage shall have a permanently affixed location, which is integrated and compatibly designed as a component of the building, canopy, fascia wall or detached sign. The fee for such signage shall be included as part of the original sign package, and no subsequent fees will apply if included as part of the permanent signage.
- b. *Existing businesses.* For businesses that are existing at the time of the effective date of the ordinance from which this chapter is derived, such signage shall be permitted at a permanently designated location on the building, canopy or fascia wall and shall not exceed 25 square feet. There shall be a permit obtained for the manner of designation and affixing of temporary banners and a one-time permit fee as determined from time to time by city council shall be charged for each such location designation.

(2) *Non-food-service businesses.* For businesses other than food service, such signage shall be permitted four times per year, maximum 50 square feet for a maximum of a 30-day period. A permit fee as determined from time to time by city

council shall be applicable per 30-day period, unless all four periods are scheduled in advance; then a permit fee as determined from time to time by city council will be applicable covering all four such periods. The means of attachment shall not be visible from the public right-of-way.

- (3) *Signs in interior of windows.* For new and/or existing businesses that are food or non-food-service establishments, such signage is permitted in the interior of windows without a permit; provided that not more than 40 percent of the transparent area is occupied at one time (reference graphic 9).
- (g) *Grand opening signage.* A permit for grand opening signage is allowed one time only for each new business. A change of ownership of less than 75% of the owners does not qualify as a new business. A permit for grand opening signage may include banners, balloons, pennants, feather flags and wind driven signs. Grand opening permits may only be issued within 90 days of the issuance of a certificate of occupancy and shall be limited to 7 days. The fee for grand opening signage shall be as set forth in Appendix A, and as determined from time to time by city council.
 - (1) *Securing signs.* Banners, balloons, pennants and wind driven signs shall be securely tethered, fastened or affixed to the ground or structure.
 - (2) *Number of signs.* Feather flags used for a grand opening event shall be limited to two flags per site.
- (h) *Items of information.* An item of information is defined as a symbol, a word, a logo, an initial, an abbreviation or a group of numbers. The amount of information that any attached or detached sign can contain shall be based on the following criteria:
 - (1) No sign shall display more than ten items of information.
 - (2) Lettering three inches in height or less is not included when determining an item of information.
 - (3) Letters less than 19 inches high which are carved into the fabric of a building or decorative screening walls or attached securely to the wall are not counted as items of information; provided that they are not specially illuminated and are not constructed of a shiny material, or their color does not contrast sharply with that of the building surface, and they do not exceed two inches in thickness.
- (i) *Apartment signs.* All apartment complex signs located in business zoning districts shall conform to the provisions as defined in section 134-8(5).
- (j) *Changeable electronic variable message signs.* A Changeable copy/electronically activated sign shall be permitted subject to the applicable provisions within the zoning district in which the sign is located as well as the following:
 - (1) The size of a sign shall not exceed 20 square feet.
 - (2) A sign shall display static images for a period of at least eight seconds.

- (3) Variable message signs shall not be animated, flash, travel, blink, fade, or scroll. Variable message signs shall transition instantaneously to another static image.
- (4) In all zoning districts, signs shall come equipped with automatic dimming technology, which automatically adjusts the sign's brightness based on ambient light. A sign existing prior to the adoption of this ordinance shall only be required to include automatic dimming technology upon any upgrade or retrofit of the existing sign.
- (5) A sign shall not exceed a brightness level of 0.3 footcandles above ambient light as measured by the guidelines below:
 - a. At least 30 minutes past sunset, use a footcandle meter to record the ambient light reading for the area. This reading is performed while the digital sign is off or displaying all black copy.
 - b. Take a reading using footcandle meter at five feet above grade and 45 feet from the sign.
 - c. The meter shall be aimed directly at the digital sign.
 - d. Turn the sign on and illuminate entirely in white or red.
 - e. Take a reading using a meter at five feet above grade and 45 feet from the sign.
 - f. The meter shall be aimed directly at the digital sign.
 - g. If the difference between the two readings taken above is 0.3 footcandles or lower, then the sign is in compliance. If the result is greater than 0.3 footcandles, the sign is out of compliance and must be adjusted to meet standards or turned off until compliance can be met.
 - h. All measurements shall be taken in foot candles.
- (6) *Exception.* Temporary signs required by government agencies for road and street repairs, public notifications, traffic control, and similar activities.
- (k) *Directional kiosk signs.* Multi-tenant shopping centers, office parks, industrial parks and medical centers shall be permitted no more than five directional kiosk signs. These signs must be located on private property within the development, shall not be located to be visible from the public right-of-way and shall only list and provide direction to individual businesses within the overall development. Such signs shall be limited to 6 feet in height and a maximum 16 square feet in sign area per side. Once permitted, the text on a directional kiosk sign may be amended without the necessity of additional permitting as tenants change within the development.
- (l) *Temporary directional signs during street construction.* During periods where City, TxDOT or county road construction alters drive approaches or entrances into commercial property, temporary signs may be permitted to alert the public of entrance locations. Such signs shall conform to the following standards:
 - (1) Signs shall be limited to a total of 16 square feet and may not be more than 6 feet in height.
 - (2) Only one sign is permitted per drive approach. Signs shall be attached to a temporary post and must be located on private property. Sign placement shall not block the line of

sight for traffic and the sign shall be maintained by the property owner.

- (3) Signs shall consist of white lettering on a blue back ground and verbiage is limited to "Business Open Enter Here" or similar approved language, but cannot advertise the business name or logo.
- (4) An application for a directional sign, including a map showing the proposed location must be completed by the property owner prior to sign placement. The City maintains the right to remove the sign without notice in the event that there is a violation of any of the above listed requirements.

Sec. 134-8. - Nonbusiness zoning districts.

The following signs are permitted in nonbusiness zoning districts unless specifically stated within:

- (1) *Nameplates.* A nameplate, not exceeding two square feet in area, containing only the name of the resident, the title of the person conducting a permitted home occupation, the name of the building and the sign of the agent.
- (2) *Institutional signs.* An institutional sign, not exceeding 25 square feet per face, and eight feet in height, erected upon the premises of a church or other public or semipublic institution, for the purpose of displaying the name of the institution, and its activities or services. Such sign shall require a permit and may be illuminated according to the provisions contained within section 134-6(3).
- (3) *Real estate signs.* A real estate sign, non-illuminated, advertising the sale or development of a subdivision containing an area of not less than seven lots erected upon the property developed and advertised for sale; provided such sign is not in excess of 32 square feet in size, and eight feet in height, and not more than one such sign is placed per street frontage. Such signs shall be removed when the property is sold.
- (4) *Contractor's signs.* A contractor's sign, non-illuminated, advertising the development or improvement of a property by a builder, contractor or other person furnishing service, materials or labor to said premises during the period of construction; provided any such sign is not in excess of 32 square feet in size and eight feet in height; and such sign shall be removed prior to the issuance of a certificate of occupancy for said property.
- (5) *Apartment signs.* One identification sign per multifamily development; provided such sign does not exceed 25 square feet in area at the primary entrance; and one sign per secondary entrance is not to exceed 16 square feet. Such sign shall require a permit and may be illuminated according to the provisions contained within section 134-6(3).
- (6) *Bed-and-breakfast.* One attached sign shall be permitted on the premises. Such sign shall not exceed four square feet in area and shall not include the word "hotel" or "motel."

- (7) *Nonpremises temporary directional signs.* Nonpremises directional signs shall be prohibited in the city limits as described in section 134-7(e)(2).
- (8) *Development identification signs.* Project information or identification detached ground signs are permitted at the entrance of residential subdivisions that are bisected by one or more publicly dedicated streets. The maximum size shall be 32 square feet per sign with a maximum height of six feet. Signs may be located at each corner of the intersection of an entrance street.

Sec. 134-9. - Downtown commercial historic district.

The downtown commercial historic district is that area recognized by the National Register of Historic Places. All signs within this district shall adhere to the following criteria:

- (1) Signs must be designed and constructed in keeping with the nostalgic character of the historic district. Signs are subject to review by the economic development coordinator, and this coordinator's approval is a prerequisite for the issuance of a sign permit.
- (2) Materials suggested for use for signs are finished hardwoods, softwoods or neon. Materials not allowed include, but are not limited to, plastics, fluorescent materials, paper or fluorescent paints.
- (3) No sign shall be allowed above the top of the second-story windows of a building.
- (4) Hanging signs shall be allowed when such signs have a minimum clearance of seven feet from the sidewalk and do not extend beyond an awning or canopy projection.
- (5) Projecting signs shall have a minimum clearance from the sidewalk of 8.5 feet and shall not project more than five feet from the building or more than 50 percent of the width of the sidewalk adjacent to the building, whichever is less (reference graphic 10).
- (6) Maximum size shall be based on the following:
 - a. For every one linear foot of building primary or entrance frontage, 1½ square feet of sign area shall be allowed.
 - b. Sign boards on secondary side-street frontage shall not exceed one-half the size of signboards on the primary or entrance frontage.
 - c. Window signs shall cover no more than 40 percent of the total glass area, and this will count as one of the signs permitted (reference graphic 9).
 - d. Each face of a hanging sign shall be no more than five square feet.
 - e. Projecting signs shall be no more than 15 square feet in size.
- (7) Two signs are permitted per primary entrance, plus one additional hanging sign, if a canopy is used.
- (8) One secondary entrance sign is permitted.

- (9) Menu boards, portable signs or display signs are allowed, provided they adhere to the following criteria:
 - a. One such sign shall be permitted per primary entrance.
 - b. Such signs may extend out a maximum of two feet from the building, with the maximum distance parallel to the right-of-way being four feet.
 - c. A maximum of six square feet shall be permitted in the area of the sign or the area of the sidewalk used.

Sec. 134-10. - Multiple-building lot coordinated signage.

- (a) *Planned development district.* Notwithstanding anything contained in the foregoing, if property is developed in the planned development district, all signs on such property may be reviewed and approved as part of the overall development plan. Total signage allowed for all sites in the development may be aggregated and the total allowance redistributed. Sign locations, types and sizes may be varied; however, they must be consistent with site and landscape planning principles and will be part of the review process.
- (b) *Compatibility of design.* All signs applied for under the provisions within this section are subject to the approval by the planning staff. The following criteria shall be considered:
 - (1) The sign's compatibility with surrounding signage as related to location, height, size, setback, etc.;
 - (2) The sign's compatibility with aesthetics as related to color scheme, shapes, design, materials, etc.; and
 - (3) The sign's relationship to proposed or existing landscaping.

Sec. 134-11. - Nonconforming signs; removal of signs by city; exceptions; variances.

- (a) *Generally.*
 - (1) Signs existing at the time of the effective date of the ordinance from which this chapter is derived and in compliance with the then-current ordinance and not in compliance herewith shall be regarded as nonconforming signs, which may continue to exist until structurally altered, removed, or destroyed as an act of God or until the business which they are advertising is no longer in existence, except for non-premises signs (third-party outdoor advertising). Nonconforming signs that are structurally altered, relocated or replaced shall comply immediately with all provisions of this chapter.
 - (2) Any nonconforming sign which has been damaged by fire, wind or other cause in excess of 60 percent of its replacement cost shall not be restored except in conformance with the provisions of this chapter.
- (b) *Removal of certain signs.*
 - (1) All of the following signs shall be considered unlawful.

- a. Any sign erected without a required permit, either prior to or after the adoption of this section;
 - b. Any sign erected in violation of the provisions of this chapter; and
 - c. Any sign which is dangerous due to being electrically or structurally defective.
- (2) Said signs shall be removed from the property or premises in question, or such other defect as is specified shall be cured, upon written notification by the chief building official or his designated representative to the owner of the property on which the sign is located and/or the permittee of the sign. The notification required by this provision shall state that if the sign is not removed or the specified defect is not cured within the prescribed time frame from the date of the notice, a citation may be issued.
- (c) *Removal of public nuisance/hazardous signs:*
 - (1) The chief building official or his designated representative shall, without the requirement of notification or impoundment, order the immediate removal and disposal of the following signs.
 - a. Any nonpermanent sign erected or existing that constitutes a traffic hazard; or
 - b. Any nonpermanent sign erected in, on or over a public right-of-way or easement or designated fire lane, either prior to or after the adoption of this section, except those non-permanent signs in the commercial historic district (section 134-9).
 - (2) A person is responsible for the violation if the person is the permit holder, owner, agent or person having the beneficial use of the sign and a citation may be issued.
- (d) *Recovery of impounded signs.* Impounded signs may be recovered by the owner within 15 days after written notification of impoundment by paying a fee as determined from time to time by city council.
- (e) *Disposal of impounded signs.* Signs not recovered within 15 days after written notification may be disposed of by the city in any manner it shall elect.
- (f) *Exemptions generally.* The following signs may be erected and maintained under the exceptions and conditions listed and shall not require a permit, provided all other provisions of this chapter are met:
 - (1) *Public signs.* Noncommercial signs erected by or at the direction of a public officer in furtherance of the public interest in the performance of his public duty.
 - (2) *Public, charitable, educational or religious signs.* Temporary signs or feather flags announcing any noncommercial public, charitable, educational or religious event or function may be installed only on private property, with the consent of the property owner, for a period of not more than 21 days prior to the event and shall be removed within 24 hours following the event. The maximum sign area shall be limited to 32 square feet on each sign face.

- (3) *Integral signs.* Names of buildings, dates of erection, monumental citations and commemorative tablets that are carved into stone, concrete or similar permanent materials and constructed as an integral part of a structure.
- (4) *Nameplates.* One nameplate per public entrance per business, not exceeding three square feet of sign area per face.
- (5) *Private signs.* Signs not visible beyond the boundaries of the lot or series of contiguous lots under the same ownership on which they are located or that are not visible from any public right-of-way.
- (6) *Garage sale signs.* Garage sale signs may be installed only on private property with the consent of the property owner. Said signs shall not be installed earlier than 12:00 p.m. on the immediately preceding Thursday before the sale and must be removed within 24 hours following the sale. The maximum sign area shall be limited to four square feet on each sign face. A garage sale permit is required.
- (7) *Menu boards.* Eating establishments with drive-through service are permitted two menu board signs per premises, limited to 36 square feet in area and six feet in height.
- (8) *Window signs.* Window signs are exempt from the provisions of this chapter, providing not more than 40 percent of the transparent window area is occupied at any one time (reference graphic 9).
- (9) *Gasoline/service station signage.* Signs located beneath a canopy that do not advertise the premises are exempt, including, but not limited to, the following information: "Self-Service," "Full Service," "Unleaded Gasoline" and "Regular Gasoline." Governmentally mandated signage and signage contained within the individual pumps are also exempt. In addition, ten square feet of signage is permitted per side under the canopy per set of gasoline product dispensers. Signage located beneath the canopy that is intended to advertise to individuals using the gasoline product dispensers only, and not intended for advertisement to the public right-of-way, is exempt. Letters less than three inches in height shall not be counted as part of the sign allowance.
- (10) *Government signs.* Government signs are allowed, as defined in the definitions in section 134-4, provided that each such sign does not exceed 40 square feet. One advertisement/identification flag or three government flags are permitted with a maximum of three such signs per premises.
- (11) *Political signs.* Such signs that primarily contain a political message that satisfy the requirements of V.T.C.A., Local Government Code § 216.903(d), as amended.
- (12) *Real estate signs.* Such signs shall be non-illuminated, shall not exceed six square feet in area per face, and shall pertain to the sale or lease of the premises.

- (13) *Agricultural signs.* One sign, advertising agricultural uses, not exceeding 32 square feet in area and eight feet in height, shall be allowed per owner. On large tracts that exceed 0.25 mile of public right-of-way frontage, said owner may have one sign per 0.25 mile or portion thereof.
- (14) *Vehicular signs.* Vehicular signs are allowed for the purpose of identifying a vehicle used for a particular business (i.e., delivery service, professional and business, construction trailers, etc.), but not when the primary use of the vehicle is that of a sign (reference graphic 11). The vehicle shall be operable and currently registered and licensed to operate on public streets.
- (15) *Protective signs.* The occupant of any premises may erect two protective signs in accordance with the following provisions:
- a. Each sign must not exceed two square feet in area.
 - b. Detached signs must not exceed two feet in height.
 - c. Letters must not exceed four inches in height.
- (16) *On-site movement-control signs.* On-site movement-control signs may be erected at any occupancy or any premises, other than a single-family or duplex premises, may be attached or detached and may be erected without limit as to number; provided that such signs shall comply with all other applicable requirements of this chapter. The occupant of any premises who erects an on-site movement-control sign shall comply with the following requirements:
- a. Each sign must not exceed four square feet in area and a maximum of six feet in height.
 - b. If a sign is an attached sign, the letters must not exceed six inches in height.
 - c. Each sign must convey a message which directs vehicular or pedestrian movement within or onto the premises on which the sign is located.
 - d. Not more than 50 percent of such sign may be used for advertising or identification.
- (17) *Human signs.* Human signs may be displayed from sunrise to sunset each and every day and shall comply with the following requirements:
- a. Each sign shall be located on private property or adjacent right-of-way where a sale, event, promotion, or a similar limited-duration event is taking place.
 - b. Human signs are not permitted in residential districts.
 - c. A person acting as a human sign is not permitted to hold or carry wind devices, flags or balloons. Podiums, risers, stilts, vehicles, roofs, or other structures or devices shall not support a human sign.
 - d. No more than one human sign per business location may be actively engaged per major thoroughfare.
- (18) *Mobile billboards.* Mobile billboards shall be permitted as long as they are not parked, driven, stationed or moving in any manner on private property within the city limits for longer than 20 minutes per 24 hour day.

(19) *Open house residential sign.* Open house residential signs shall be in place only during the hours the house is open, plus one hour before and two hours after the event and shall comply with the following requirements:

- a. Such sign shall be used only when a salesperson, homeowner or homeowner's agent is present during the time of the open house.
- b. One open house residential sign per open house may be placed off-premises at the entrance to the subdivision on private property (either individual homeowner property or HOA maintained common area) with the consent of the property owner and/or HOA.
- c. Such signs shall not exceed four square feet in size.
- d. Such signs shall not be in place earlier than 8:00 a.m. and must be removed no later than 6:00 p.m. the same day.

(20) *Temporary religious sign.* A temporary religious sign may be erected during times of worship provided that the sign is placed no earlier than two hours prior to worship and removed no later than two hours after worship.

- a. Such signs shall be placed on private property with consent of the property owner. Temporary religious signs shall be placed no closer than ten feet from the edge of any street pavement or dedicated roadway or right-of-way.
- b. The maximum area of a temporary religious sign shall not exceed six square feet. The maximum height of a temporary religious sign shall not exceed four feet. A temporary religious sign shall not contain balloons, streamers, flags, pennants, or wind devices.

(g) *Meritorious exceptions.*

(1) In the development of these criteria, a primary objective has been ensuring against the kind of signage that has led to low visual quality. On the other hand, an equally primary objective has been guarding against over regulation of signage.

(2) It is not the intention of these criteria to discourage innovation. It is entirely conceivable that signage proposals could be made that, while clearly nonconforming to this chapter, and thus not allowable under these criteria, have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment. Such proposals will be seriously and fairly considered by the city council.

(3) The fee for meritorious exceptions shall be specified in appendix A of the Code of Ordinances which may be amended from time to time by ordinance.

(h) *Variances.* The city council may hear appeals from the denial of a permit. Criteria for granting such a variance is as stated in the state statute, V.T.C.A., Local Government Code § 211.008 et seq., as it may be amended. The fee of variances shall be specified in appendix A of the Code of Ordinances which may be amended from time to time by ordinance."

Section 3. Any person, firm or corporation who violates any section of Chapter 134 of the Code of Ordinances of the City of McKinney, Texas, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined any sum not in excess of \$2,000.00, and assessed court costs as provided by law.

Section 4. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances are in direct conflict with the provisions of this Ordinance and such ordinances shall remain intact and are hereby ratified, verified and affirmed.

Section 5. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 6. This Ordinance shall become effective from and after the date of its final passage and publication as provided by law, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE ____ DAY OF AUGUST, 2012.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

CORRECTLY ENROLLED:

SANDY HART, TRMC, MMC
City Secretary
BLANCA I GARCIA
Assistant City Secretary

DATE: _____

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

Chapter 134 - SIGNS ^[94]

⁽⁹⁴⁾ **Editor's note—** Graphics 1—11, referred to in this chapter, are not printed herein, but are available for public inspection at the offices of the city.

[Sec. 134-1. - Purpose and intent.](#)

[Sec. 134-2. - Administration.](#)

[Sec. 134-3. - Permit; penalty for violation of chapter.](#)

[Sec. 134-4. - Definitions.](#)

[Sec. 134-5. - Prohibited signage.](#)

[Sec. 134-6. - All zoning districts.](#)

[Sec. 134-7. - Business and agricultural zoning districts.](#)

[Sec. 134-8. - Nonbusiness zoning districts.](#)

[Sec. 134-9. - Downtown commercial historic district.](#)

[Sec. 134-10. - Multiple-building lot coordinated signage.](#)

[Sec. 134-11. - Nonconforming signs; removal of signs by city; exceptions; variances.](#)

Sec. 134-1. - Purpose and intent.

Regulation of the location, size, placement and certain features of signs is necessary to enable the public to locate goods, services and facilities in the corporate limits of the city, to encourage the general attractiveness of the community and to protect property values therein. Accordingly, it is the intention of this chapter to establish regulations governing the display of signs and in part to achieve the following:

- (1) *Safety.* To promote the safety of persons and property by providing that signs:
 - a. Promote and protect the public health, safety, comfort, morals and convenience;
 - b. Do not obstruct firefighting or police surveillance; and
 - c. Do not overload the public's capacity to receive information or increase the probability of traffic congestion and accidents by distracting attention or obstructing vision.
- (2) *Communications efficiency.* To enhance the economy and the business and industry of the city by promoting the reasonable, orderly and effective display of signs and thereby encourage increased communication with the public, so that:
 - a. Businesses and services may identify themselves;
 - b. Customers and other persons may locate a business or service;
 - c. Signs are compatible with their surroundings, are appropriate to the type of activity to which they pertain, and are expressive of the identity of proprietors and other persons displaying signs; and
 - d. Persons exposed to signs are not overwhelmed by the number of messages presented and are able to exercise freedom of choice to observe or ignore said messages, according to the observer's purpose.
- (3) *Environment quality and preservation.* To protect the public welfare and to enhance the

appearance and economic value of the landscape by providing that signs:

- a. Do not interfere with scenic views, and protect and preserve the unique and natural beauty and historic values of the city;
- b. Do not create a nuisance to persons using the public rights-of-way;
- c. Do not create a nuisance to the occupancy of adjacent and contiguous property by their brightness, size, height or movement; and
- d. Are not detrimental to land or property values.

(Code 1982, § 38-1; Ord. No. 1819, art. 1, 12-20-1988)

Sec. 134-2. - Administration.

The provisions of this chapter shall be administered and enforced by the inspection department.

(Code 1982, § 38-2; Ord. No. 1819, art. 2, 12-20-1988)

Sec. 134-3. - Permit; penalty for violation of chapter.

(a) *Required.* It shall be unlawful for any person to erect, conduct major repair of or relocate any sign within the city without first obtaining a permit to do so from the inspection department or its designated representative. Minor repair, however, is allowed without a permit, as defined in section 134-4.

(b) *Application.* Application for a permit required by this chapter shall be made upon forms provided by the inspection department.

(c) *Insurance.* Every applicant for a permit under this chapter for attached, detached and billboard signs erected or maintained in accordance with section 134-7(a), (b), and (c) shall carry a liability insurance policy (minimum \$20,000.00), which covers the subject sign during erection. The policy must be carried by an approved insurance company authorized to do business in the state. A bond covering the subject sign will also be acceptable. Proof of liability coverage shall be submitted by means of a certificate.

(d) *Refusal of permit for failure to pay costs.* The inspection department may refuse to issue a permit under this chapter to any person who has refused or failed to pay any costs relating to signs.

(e) *Approval of permit by electrical inspector.* The application for a permit for the erection of a sign in which electrical wiring and connections are to be used shall be approved by the electrical inspector prior to submission of the application to the inspection department for final approval.

(f) *Permit fee schedule.* All attached, detached and nonpremises signs, except those exempted from the provisions of this chapter, shall be charged a permit fee calculated from the sign valuation based on the fee schedule set forth in the 2000 Appendix A of the Code of Ordinances, which may be amended from time to time by ordinance. ~~edition of the International Building Code, table no. 1-A, fees, with a minimum such fee being as determined from time to time by city council.~~

(g) *Issuance.* It shall be the duty of the inspection department, upon the filing of an application for a permit under this chapter, to examine the plans and specifications and other data and the premises upon which the sign is proposed to be erected; and, if it shall appear that the proposed sign is in

compliance with all the requirements of this chapter, the building code and all other laws and ordinances of the city, the permit shall then be issued.

(h) *Time limit for completion of work.* If the work authorized by a permit issued under the provisions of this chapter has not been completed within 60-90 days after the date of issuance of the certificate of occupancy or the issuance of a sign permit, whichever is later, the permit shall become null and void.

(i) *Revocation.* All rights and privileges acquired under the provisions of this chapter or any amendment hereto are mere licenses, revocable at any time by the city council, and all permits issued hereunder shall contain this provision.

(j) *Penalty.* Any person, firm, ~~or~~ corporation, association, or other entity who shall violate any of the provisions of this chapter or cause or permit the same to be done in violation of this chapter shall be guilty of a class C misdemeanor and, upon conviction, shall be subject to a fine not to exceed the maximum permissible fine allowed by state law. It shall be presumed that a person, firm, corporation, association, or other entity is responsible for the violation if the person, firm, corporation, association, or other entity is (1) the permit holder for the sign, or (2) the owner, operator, agent, or manager of an entity or business that, or a person who, is promoted by the sign or listed on the sign as responsible for the sign. This presumption may be rebutted if the accused named violator provides the full name, date of birth, physical and mailing address, and telephone number or numbers for the person, firm, corporation, association, or other entity responsible for the violation.

(Code 1982, § 38-3; Ord. No. 1819, art. 3, 12-20-1988; Ord. No. 1892, § 1, 3-5-1991; Ord. No. 2001-05-057, § 4, 5-15-2001; Ord. No. 2008-08-078, 8-19-2008)

Sec. 134-4. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Automobile dealership sign franchise means franchises that are granted specifically by a motor vehicle manufacturer to an authorized dealer for sales only of a specific make of motor vehicle such as Ford or Chevrolet.

Building means a structure that has a roof supported by columns, walls or air for the shelter, support or enclosure of persons, animals or chattel.

Facade means any separate face of a building, including parapet walls and omitted wall lines, or any part of a building which encloses or covers usable space. Where separate faces are oriented in the same direction or in directions within 45 degrees of one another, they are to be considered as a part of a single facade.

Feather flag means a wind device that contains a harpoon-style pole or staff driven into the ground for support.

Frontage or *property frontage* means the entire length of the boundary line of any one tract of real property adjacent to a public right-of-way, measured parallel to the right-of-way line in a horizontal manner.

Grand opening means a commemoration that promotes the opening of a new business. A grand opening shall be limited to one (1) occurrence to be held within 90 days of the issuance of a certificate

of occupancy from the Building Official and shall not exceed 5 consecutive days in length.

Nameplate sign means any sign showing only the name and address of the owner or occupant of the premises on which it is erected.

Premises means a lot or unplatted tract that is recorded in the city.

Repair, major, means any repair, other than minor repair as defined below, of an existing sign, which through an act of God or other event has become damaged in excess of 60 percent of its replacement cost. Such repair work will require a permit and shall meet all provisions of this chapter. Verification of the percentage of damage will be supplied by the applicant to the permit office, and such verification shall be: two estimates from two different reputable sign companies, stating the total value of the sign and the total value of all costs to repair the sign to its original state. If the applicant agrees that the repair exceeds 60 percent of replacement cost, then the said estimates shall not be required.

Repair, minor, is limited to painting, replacement of defective parts, cleaning or other similar minor maintenance to a sign, which will keep said sign at an acceptable level and which does not change the total area of the sign, and which repair is less than 60 percent of the replacement cost of the sign.

Sign means and includes any writing, letter, word, numeral, pictorial representation, emblem, symbol, trademark, object, design or other identification that is designed or intended to identify, advertise, announce or inform. The term "sign" shall not include:

- (1) Works of art that in no way identify a product or business and that are not displayed in conjunction with a numerical for-profit enterprise;
- (2) Temporary decorations or displays directly incidental to and customary and commonly associated with national, local or religious holiday celebrations; or
- (3) Traffic and other official signs and devices of any public or governmental agency.

Sign, abandoned, means a sign that depicts or refers to a product, business, service, activity, condition or person, which has changed in such a manner that the sign no longer correctly identifies or describes him/it, or which no longer exists at the location referred to in the sign, or which no longer exists in any way or at any place.

Sign, advertisement/identification flag, means and includes flags or insignia that bear identification other than defined in "Sign, government flag."

Sign, attached, means any sign attached to, applied on or supported by any part of a building (such as a wall, roof, window, canopy, awning, arcade or marquee) that encloses or covers usable space and does not extend more than 12 inches from the building facade.

Sign, billboard and/or nonpremises, means a permanent structure sign erected for the purpose of the display of commercial or non-commercial messages which are not related to the products or services sold, manufactured or distributed on the premises on which the sign is located.

Sign, changeable electronic variable message sign (CEVMS), means a sign which permits light, which may be flashing or pulsating, to be turned on or off intermittently or which is operated in a way whereby light is turned on or off intermittently, including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all time when such sign is in use, including an LED (light emitting diode) or digital sign, which may or may not vary in intensity or color.

Sign, detached, means any sign permanently placed on or anchored to the ground and structurally independent of any building or other structure.

Sign, detached ground, means a sign having a low profile, either made of or contained within stone, concrete, metal, wood, brick or similar material, which does not exceed six feet in height from the adjacent ground level.

Sign, detached pole, or *pole sign*, means any sign supported by one or two freestanding poles and having no guys or braces to the ground or to any structure.

Sign, directory kiosk, means a sign within a multi-tenant shopping center, office park or medical center that lists and provides direction to individual tenants within the development or commercial use.

Sign, effective sign area measurement, means the area enclosed by drawing one or more rectangles of horizontal and vertical lines that fully contain all extremities of the sign drawn to scale, exclusive of its supports. The measurement is to be calculated from the viewpoint that gives the largest rectangle of that kind as the viewpoint is rotated horizontally around the sign (reference graphic 1).

Sign, government flag, means flags or insignia of governments or fraternal, religious, civic or educational organizations and institutions that are not used in connection with a commercial promotion or to advertise a commercial product, service, business, activity, condition, or person.

Sign, hanging, means a sign that is attached beneath an awning or canopy of a building.

Sign, human, means a sign held by or attached to a human being who stands or walks on the premises or on adjacent right-of-way at a business location. A human sign includes a person dressed in costume, both for the purposes of advertising and/or otherwise drawing attention to an individual, business, commodity, service, activity or product.

Sign, inflatable, means a sign manufactured of plastic, cloth, canvas or other flexible or light fabric, inflated with air, secured to the ground, and does not exceed 30 feet in height. Inflatable signs are only permitted as part of a grand opening signage display.

Sign, mobile billboard, means an operable vehicle with illuminated or non-illuminated panels, other devices or appendages whose sole purpose is to advertise, promote or draw attention to products, services, events or other similar purpose.

Sign, nonpremises temporary directional, means a temporary sign, generally with a plastic, metal or cardboard back and a wooden or steel stake, used to promote the sale of property, lots or homes within a subdivision.

Sign, on-site ~~vehicle~~ traffic movement control, means a sign that directs vehicular or pedestrian movement within or onto the premises on which the movement control sign is located.

Sign, political, means any type of sign that refers only to the issues or candidates involved in a political election.

Sign, portable and/or display, means a sign that is not permanently attached to the ground or building

or designed to be permanently attached to the ground or building. Portable signs include signs on wheels or on portable or mobile structures, such as, among other things, trailers, skids, banners, tents or other portable structures, A-frame signs, T-shaped signs, airborne devices, or other devices used for temporary display or advertising.

Sign, premises, means any sign the content of which relates to the premises on which it is located, referring exclusively to the name, location, products, persons, accommodations, service or activities on those premises, or the sale, lease or construction of those premises.

Sign, projecting, means a sign attached to a building or extending, in whole or in part, 12 inches or more perpendicular to the surface of the building to which the sign is attached.

Sign, protective, means any sign that is commonly associated with safeguarding the permitted uses of the occupancy.

Sign, roof, means any sign erected upon, against or directly above a roof, or on top of or above the parapet of the building.

Sign, special purpose, means a sign temporarily supplementing the permanent signs on the premises.

Sign support, means any pole, post, strut, cable, or other structural fixture or framework necessary to hold and secure a sign, providing that said support is not used as a sign.

Sign, temporary directional, means a non-premises sign that is temporarily placed to direct potential customers to a place of business and shall include signs placed by homebuilders directing potential customers to a residential development.

Sign, temporary religious, means a temporary sign used to provide the name of and direction to a location occupied by a religious organization or religious group that temporarily operates in a school or other facility. A temporary religious sign identifies the meeting location/address, website information, hours of service, and/or telephone number of a religious organization or group.

Sign, vehicular, means a sign that identifies a vehicle used for a particular business; however, not when the primary use of the vehicle is that of a sign (reference graphic 11).

Sign, ~~W~~wind-driven, sign means any sign consisting of one or a series of two or more banners, flags, pennants, ribbons, spinners, streamers, captive balloons, or other objects or material fastened in such a manner as to move upon being subjected to pressure by wind or breeze.

Zoning district, agriculture, means any zoning district designated by the comprehensive zoning ordinance of the city as an agricultural district; refer to section 146-67.

Zoning district, business, means any zoning district designated by the comprehensive zoning ordinance of the city as a commercial and/or industrial district (BN, BG, C, O, GC, AP, ML, MH, PD), or any other business districts that should replace these or be added to them in the future; refer to article III of chapter 146.

Zoning district, nonbusiness, means any zoning district not designated as a business district in accordance with the definition of "Zoning district, business" (i.e., residential districts RED-1, RED-2, RS 120, RS 84, RS 60, RS 45, RD 30, RG 27, RG 25, RG 18, MP, PD), or any nonbusiness district that

should replace these or be added to them in the future; refer to article III of chapter 146.

(Code 1982, § 38-4; Ord. No. 1819, art. 4, 12-20-1988; Ord. No. 1892, § 2, 3-5-1991; Ord. No. 2003-12-115, § 1, 12-16-2003)

Sec. 134-5. - Prohibited signage.

The following signs are specifically prohibited, except as otherwise prescribed within this chapter:

(1) *Certain illuminated signs.* No sign shall be illuminated to an intensity that causes glare or brightness to a degree that could constitute a hazard or nuisance. Moving, flashing, intermittently lighted, color changing, beacons, revolving or similarly constructed signs shall not be allowed.

(2) *Signs containing obscene matter.* Signs containing statements, words or pictures of an obscene character.

(3) *Signs interfering with traffic.* Signs that imitate an official traffic sign or signal, or which contain the words "stop," "go slow," "caution," "danger," "warning" or similar words used on official traffic signs or signals. Signs which are of a size, location, movement, content, coloring or manner of illumination which may be confused with or construed as a traffic control device or which hide from view any traffic or street sign or signal, or which obstruct the view in any direction at a street or road intersection.

(4) *Portable and/or display signs.* Portable and/or display signs, except as described in the commercial historic district section of this chapter, section 134-9(10).

(5) *Painting, marking streets, sidewalks, buildings, utility poles, trees.* No person shall attach any sign, paper or other material to, or paint, stencil or write any name or number (except house numbers) on, or otherwise mark on any sidewalk, curb, gutter, street utility pole, tree, public building or structure unless authorized by this chapter or by the city council or its delegated representatives (reference graphic 2).

(6) *Signs in, on or over public right-of-way, railroad right-of-way, public easements or designated fire lanes.* No person shall place, erect or allow to be placed or erected any sign in, on or over public rights-of-way and easements, railroad right-of-way or designated fire lanes except as described in the commercial historic district provisions in section 134-9 or if erected by the city for public purposes. Detached signs shall maintain a setback as described in section 134-7(c)(1).

(7) *Signs on fences, railings, etc.* No person shall paint a sign or attach a sign, other than a nameplate, to the outside of a fence or railing.

(8) *Searchlights.*

~~a.—Searchlights are prohibited, unless specially permitted through the chief building official. Searchlights may be allowed as part of a grand opening event with the issuance of a new occupancy permit once for a period up to four days per site as long as it does not create an adverse impact on surrounding development or the public health, safety, and general welfare. An application for such permit shall be submitted to the chief building official and shall indicate the number of searchlights, time of use, intended purpose, and location. If the use of the property should change, a new searchlight permit could be granted with the issuance of a new occupancy permit for the property.~~

~~b.—If the applicant requests a searchlight for reasons other than a grand opening event or~~

~~requests additional days as part of a grand opening event, a special exception shall be considered by city council.~~ An application for such exception shall be submitted 20 days prior to the scheduled city council meeting and shall indicate the number, time of use, intended purpose, and location. The fee for such permit application is as determined from time to time by city council.

(9) Roof signs. Signs that are erected upon or applied to any roof are prohibited. A mansard-style roof shall be considered as part of the building facade and not the roof for the purpose of attached sign location. The term "sign" herein shall not apply to a religious symbol, unaccompanied by lettering, when applied to the cornice, tower or spire of a place of worship.

(10) Wind driven signs. Wind driven signs are prohibited in all zones except as permitted as part of a grand opening event as described in section 134-7(g).

Miscellaneous.

a. ~~Signs that project above the fascia wall of any structure, strings of light bulbs not permanently mounted on a rigid background, used in connection with commercial premises for commercial purposes, other than traditional holiday decorations, and wind-driven signs shall be prohibited.~~

b. ~~Projecting signs are prohibited in all zones except as described in the commercial historic district section of this chapter, section 134-9(5).~~

c. ~~Signs that are erected upon or applied to any roof are prohibited. A mansard-style roof shall be considered as part of the building facade and not the roof for the purpose of attached sign location. The term "sign" herein shall not apply to a religious symbol, unaccompanied by lettering, when applied to the cornice, tower or spire of a place of worship.~~

(4011) Handbills. It shall be unlawful for any person to scatter, distribute, throw or attach handbills, circulars, cards, tear sheets, or any other advertising device of any description along or upon any street, sidewalk, or vehicle in the city.

(1412) Banners or pennants. Banners or pennants, other than those described in section 134-7(c)(68)c and (f), are prohibited; provided, however, that Banners and pennants may also be permitted as part of a grand opening event as described in section 134-7(g).

(13) Inflatable signs. Inflatable signs are prohibited in all zones except as permitted as part of a grand opening event as described in section 134-7(g).

(14) Temporary directional signs (off-premises).

(15) Billboards. Billboards which were permitted prior to July 1, 2012, may remain in accordance with the terms of this Ordinance and the Code of Ordinances, as they may be amended.

(Code 1982, § 38-5; Ord. No. 1819, art. 5, 12-20-1988; Ord. No. 1892, § 3, 3-5-1991; Ord. No. 2004-08-088, § 1, 8-17-2004; Ord. No. 2006-04-033, § 1, 4-4-2006; Ord. No. 2008-08-078, 8-19-2008)

Sec. 134-6. - All zoning districts.

The contents of this chapter are applicable to the corporate limits of the city only. The following general provisions apply to signs in all zoning districts:

(1) Detached signs shall be engineered to withstand a wind load of 30 pounds per square foot.

- (2) Abandoned signs shall be removed within 30 days after such business ceases.
- (3) All illuminated signs shall bear the Underwriters' Laboratories, Inc., label or be built ~~to comply with Underwriters' Laboratories, Inc., requirements and shall be~~ in conformance with the city's electrical code requirements, as may be amended. Additionally, illuminated signs shall comply with the following provisions:
- a. Any light used for the illumination of a sign shall be shielded so that the beams or rays of light shine directly onto the sign and not into surrounding areas.
 - b. Neither the direct nor the reflected light from any light source shall create a traffic hazard or distraction to operators of motor vehicles on public thoroughfares.
 - c. External illumination is allowed on the following signs:
 1. Signs in the city's downtown commercial historical district;
 2. Detached signs on tracts 25 acres or greater in industrial zoning districts;
 3. Ground signs in business districts; and
 4. Institutional signs and apartment signs.
- (4) Any person having an interest in the sign for whom a permit is issued under this chapter shall maintain all parts and supports of the sign covered by such permit in good condition to prevent deterioration, oxidation, rust and other unsightly conditions.
- (5) The inspection department shall inspect annually, or at such other times as deemed necessary, each sign regulated by this chapter for the purpose of ascertaining whether the same is secure or insecure, whether it still serves a useful purpose, and whether it is in need of removal or repair.

(Code 1982, § 38-6; Ord. No. 1819, art. 6, 12-20-1988; Ord. No. 2001-05-058, § 6, 5-15-2001; Ord. No. 2008-05-050, § 14, 5-20-2008, eff. 7-1-2008)

Sec. 134-7. - Business and agricultural zoning districts.

(a) ~~Billboards. Billboards may be erected on locations in the agricultural, light manufacturing and heavy manufacturing zoning districts along any roadway with an average right-of-way width of 150 feet. New billboards are prohibited. Existing billboards shall be considered non-conforming signs and shall comply with Section 134-11, with the exception of billboards fronting on U.S. Highway 75/Central Expressway, which may be structurally altered and/or replaced and shall not exceed a height of 40 feet or an area of 300 square feet per side. Height shall be measured above the level of the street or road upon which the sign faces (including frontage roads), or above the natural ground level, if such ground level is above the street or road level, whichever is lower.~~

~~(1) Height and size limitation. No billboard sign shall be erected, the total height of which is greater than 35 feet above the level of the street or road upon which the sign faces, or above the natural ground level, if such ground level is above the street or road level. Signs constructed along freeways shall measure height from the level of the nearest travel lanes, including frontage roads. No~~

~~such sign shall have a surface exceeding 288 300 square feet in area or containing less than 15 square feet in area (reference graphic 5).~~

~~(2) ——— *Distance from other signs.* No billboard sign can be erected closer than 1,760 feet to an existing nonpremises sign on the same side of the right-of-way.~~

~~(3) ——— *Construction.* Billboards shall have parallel faces, boxed ends not exceeding 36 inches separation, and center-mounted single poles with all exposed metal painted brown or a comparable earth-tone color.~~

~~(4) ——— *Prohibited locations.* Such signs are not allowed in the highway and railroad right-of-way or within utility easements.~~

~~(5) ——— *Electrical service.* Such service shall be underground.~~

~~(6) ——— *Distance from buildings.* Such sign shall be located a minimum of 300 feet from any habitable building.~~

~~(7) ——— *Permit fee.* The fee for newly constructed signs shall be as determined from time to time by city council.~~

~~(8) ——— *Setback.* Such sign shall be set back a minimum of 15 feet from the right-of-way for existing streets or highways, and those projected in the city's or county's thoroughfare plan, or the state department of transportation's 20-year plan.~~

~~(9) ——— *Illumination.* Such sign may be externally illuminated, subject to the city's electrical code requirements, as may be amended. The light source shall be shielded so that the beam or rays of light shine directly onto the sign face and not into surrounding areas. Neither the direct nor the reflected light from any light source shall create a traffic hazard or distraction to operators of motor vehicles on public thoroughfares.~~

(b) *On-premises attached signs.* _____

(1) *Sign allowance.* The total area per face of a sign shall not exceed 1½ square feet of face area for each linear foot of building fascia length. Allowances for individual occupancies within a multiuse building shall be calculated on leased or occupied fascia length. If the lot on which the building is located has multiple right-of-way frontage, each street frontage shall be counted for purposes of determining attached sign allowance. Said signage is to be applied (distributed) on the sides of the building where facing directly adjacent to the public right-of-way. Alternate signage is allowed on sides of the building not adjacent to the public right-of-way not to exceed one-third of the allowance or 25 square feet, whichever is less (reference graphic 3).

(2) *Sign location.* Attached signs may be located on a building wall; but, if any part of the sign projects above the ceiling line of the first floor, then no window or part of a window shall be situated within or blocked by the flat wall sign. No such sign shall extend above the roofline of the building or more than 12 inches from the building wall. (See section 134-5(9)^e for description of roof.) Where such signs are located on mansard-style roofs, and the building fascia is not vertical, the bottom of such sign shall not project more than 12 inches from said roof and the sign can be oriented in a vertical manner. The staff shall promulgate such graphic to illustrate sign location and orientation.

(3) *Sign and letter/logo height in relation to building height.*

a. For multistory structures, attached signage as described in subsection (b)(1) of this section is allowed between the ground levels to a height of 24 feet.

b. For multistory structures that are four stories in height or more, the following standards shall apply to letter/logo height in relation to building height:

1. Maximum height is as follows:

<i>Height of sign, 4 stories or greater</i>	<i>Maximum letter/logo height</i>
4 stories	36 inches
5 to 10 stories	48 inches
11 to 15 stories	60 inches
16 stories and above	72 inches

2. Additionally, the above table represents the maximum letter and/or logo height in each sign height category. When a sign is totally composed of individually mounted letters, either one letter or one logo may be 25 percent taller than the maximum letter/logo height.

3. Such signage shall be located between the floor level of the top floor and the top of the fascia wall (reference graphic 4).

(4) Projecting signs. Projecting signs may project a maximum of five feet (5') from the façade of the building and may extend into right-of-way or above a pedestrian walkway or sidewalk as long as the sign is a minimum five feet back from the back of curb. When projecting over a public or private sidewalk, a projecting sign shall have a minimum ground clearance of 8.5 feet and one-half feet (8.5'). Projecting signs shall be no more than 15 square feet in size.

(c) *On-premises detached ground or pole signs.*

(1) Except for signs located within a distance of 50 feet from the right-of-way lines of the linear segments of streets listed in this subsection and situated so as to be viewed from such streets, on-premises, detached advertisement and identification signs shall be restricted to ground signs only. Pole signs shall be allowed only along the following linear segments of streets (reference graphic 42Table 1 – Pole Signs):

U.S. 75/Central Expressway

~~Louisiana/Virginia Street, between U.S. 75/Central Expressway and Wilson Creek Boulevard~~

~~McDonald Street, between Dorsey Street and University Drive~~

~~Tennessee Street, between Midway Street and University Drive~~

Texas Highway 121

University Drive, between Central Expressway and McDonald Street

Note: If the stated linear segment does not reference a beginning or ending cross-street, the

segment shall mean the entire length of such street within the corporate limits or from the stated cross-street to the corporate limits, as the case may be.

The city council, upon specific application, may approve an exception to allow a pole sign at a location where prohibited herein if the council determines that a general condition of pole signs exists in the immediate vicinity and the proposed pole sign would be consistent with such established conditions.

a. *Pole sign regulations.* Where allowed, pole signs shall conform to the following restrictions and limitations (reference Table 1 – Pole Signs ~~graphic 5~~):

Table 1 – Pole signs

	0-foot to 70-foot ROW (feet)			71-foot to 99-foot ROW (feet)			100-foot to 250-foot ROW (feet)		Freeway (feet)
Minimum width of lot frontage	50	100	150	50	80	100	100	200	125
Maximum square footage per side	20	30	40	50	60	70	80	100	150
Setback from street ROW line or any property line	5	5	10	10	10	15	15	15	15
Maximum height	*	8	10	20	20	20	24	24	35 <u>40</u>

*Pole sign not allowed. See regulations for ground signs which follow.

b. *Ground sign regulations.* ~~The maximum area of any ground sign, as defined herein, is the area allowed by Table 1 above. The required setback from a street right-of-way line is 3½ feet. Required setbacks from other property lines are as specified by Table 1. The maximum height of any sign on a lot with less than 100 feet of street frontage adjacent to a street with a right-of-way of 70 feet or less is 3½ feet. When the area of a detached sign exceeds 120 square feet but does not exceed ten feet in height, it may be considered a ground sign; provided that not less than 120 square feet of its area is below a height of six feet. Ground signs shall conform to the following restrictions and limitations (Table 2 – Ground Signs):~~

Table 2 – Ground Signs

	<u>0-foot to 70-foot ROW (feet)</u>			<u>71-foot to 99-foot ROW (feet)</u>			<u>100-foot to 250-foot ROW (feet)</u>		<u>Freeway (feet)</u>
<u>Minimum width of lot frontage</u>	<u>50</u>	<u>100</u>	<u>150</u>	<u>50</u>	<u>80</u>	<u>100</u>	<u>100</u>	<u>200</u>	<u>125</u>
<u>Maximum square footage per side</u>	<u>20</u>	<u>30</u>	<u>40</u>	<u>50</u>	<u>60</u>	<u>70</u>	<u>80</u>	<u>100</u>	<u>150</u>
<u>Setback from street ROW line</u>	<u>3.5</u>	<u>3.5</u>	<u>3.5</u>	<u>3.5</u>	<u>3.5</u>	<u>3.5</u>	<u>3.5</u>	<u>3.5</u>	<u>3.5</u>
<u>Setback from</u>	<u>5</u>	<u>5</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>

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<u>any property line other than ROW</u>									
<u>Maximum height</u>	<u>3.5</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>10</u>

c. *Multiuse signs.* A multiuse sign that identifies a coordinated development site of more than one use, such as a shopping center, office center, or industrial park, may have a sign area not larger than 1.5 times the area allowed for a single-use sign on the site, or a maximum of 200 square feet, whichever is less. A multiuse sign may contain a directory or listing of the occupants within a center or multiuse development; ~~provided that the directory portion of the sign shall not exceed 70 square feet or 60 percent of the total sign area, whichever is less.~~ If a directory is utilized, the remainder of the sign area shall contain only the identification of the entire center or entire development. If a multiuse sign area exceeds that allowed for a single use, no detached ground or pole sign is allowed for any single use within the center or development, or for any use listed in a directory on such sign.

(2) When determining requirements for allowable detached ground or pole signs under the above table, first determine the right-of-way width adjacent to the subject lot, then determine the lot frontage. Next, determine the maximum square footage per side, setback from adjacent rights-of-way and the maximum height by reading vertically below the applicable lot frontage. To calculate the height of a sign, measurement shall be made from the top of the curb adjacent of the street upon which a sign faces or from the natural ground level, if above curb level, to the top of the sign. Construction of a berm or earthen mound for the purpose of increasing height of signage is prohibited. For the purpose of calculating the distance from a street right-of-way line where the existing street right-of-way width is less than that required in the thoroughfare plan and subdivision ordinance, such distance shall be measured from the line of such right-of-way as required by such plan or ordinance (adding equal amounts to each side of the existing right-of-way) rather than from the existing right-of-way line. Freeways are as proposed by the thoroughfare plan of the city.

(3) No such sign shall be erected within 20 feet of the street intersection, unless the bottom of the sign exceeds 42 inches in height above ground level, and the sign is set back from the right-of-way as stated in the table above (reference graphic 6).

(4) If the lot on which a building or buildings are located has multiple right-of-way frontages and is three acres or greater, two detached ground or pole signs are permitted (one per frontage) based on sign allowances in subsection (c)(1) of this section. If such a building or buildings are located on a lot less than three acres, two detached ground or pole signs are permitted with a maximum of 60 square feet per side per sign and a maximum height of 20 feet. On lots located at the intersection of a major thoroughfare and a freeway, two detached ground or pole signs are permitted, the size to be based on subsection (c)(1) of this section. All detached signs shall have a minimum of 20 feet of separation from the largest permitted sign.

(5) If two of the allowable detached signs are combined into one detached sign, then the signage may exceed by 50 percent the total allowable signage of the largest permitted sign up to a maximum of 200 square feet per side.

(6) When electrical service is provided to detached signs, all such electrical service shall be underground.

(7) All detached ground signs shall be framed, and finish materials used on the sign frame shall

match or be complimentary to exterior finishing materials of the primary structure on the site.

(78) Automobile dealership signs.

a. *Number per lot.*

1. *Primary detached signs.* There shall not be more than one primary sign for each franchise up to a maximum of three primary signs per dealership.
2. *Secondary detached signs.* Secondary signs shall be permitted only if used for pre-owned automobiles and limited to one per dealership.

b. *Area, location and height requirements.*

1. *Primary detached signs.* All primary detached signs shall conform to provisions within this section.
2. *Secondary detached signs.* Secondary signs shall be limited to one-half of the area of the primary detached sign and a maximum of 24 feet in height.
3. *Minimum separation.* All signs shall be separated by a minimum distance of 100 feet.

c. *Banners and pennants.* Such signage is allowed on light standards and poles, as long as signage does not exceed 20 square feet per pole or sign and is not strung or affixed in any manner other than from brackets on single poles (reference graphic 7).

(d) *Development identification signs.*

(1) Project information or identification detached ground signs are permitted at the entrances of major offices or industrial park developments located on more than one lot and bisected by one or more publicly dedicated streets. They shall be allowed under the following size restrictions:

<i>Size</i>	<i>Maximum size (square feet)</i>	<i>Maximum height (feet)</i>
Under 10 acres	36	6
10 acres and above	64	8

(2) Signs may be located at each corner of the intersection of an entrance street.

(e) *Real estate signs.*

(1) *Generally.* One real estate sign, not exceeding 32 square feet in sign area and 12 feet in height, shall be permitted on tracts of 50 acres or less, and not exceeding 96 square feet in area and 16 feet in height for tracts of land over 50 acres. On tracts of 50 acres or greater with 1,000 feet of frontage adjacent to the public right-of-way, a sign not to exceed 200 square feet per side and 16 feet in height shall be permitted. The sign shall be removed no later than 30 days after the closing of the real estate conveyance. For setback requirements, refer to subsection (c)(1) of this section. Such signs shall not require a permit if they measure 32 square feet or less.

(2) *Temporary directional signs.* Nonpremises directional signage shall be prohibited within the

city limits.

(3) *Construction sites.* On building construction sites, one sign shall be permitted for all participating building contractors and subcontractors, one for all participating professional firms, one for all participating lending institutions and one for each property owner on the construction site, subject to a maximum of three signs for each construction site, each such sign to be 32 square feet in sign area or less, and that such signs must be removed prior to the issuance of a certificate of occupancy for said building.

(4) *Nonpremises real estate signs.* Nonpremises real estate signs shall be permitted based on the following criteria:

- a. One such sign shall be permitted per area between 100 acres and 249 acres;
- b. Two such signs shall be permitted per area between 250 acres and 499 acres;
- c. Three such signs shall be permitted for 500 acres and three additional signs shall be permitted for each 500 acres thereafter;
- d. The allowable signage shall be based on the original size of the zoning area;
- e. Real estate signs shall be allowed in all nonplatted zoning districts;
- f. The size of such sign shall be a maximum of 32 square feet and eight feet in height unless adjacent to U.S. Highway 121, 75, or 380, where 96 square feet and 16 feet in height is allowed;
- g. A permit shall expire after two years. Said permit may be renewed upon request by the property owner for another two-year period;
- h. A permit fee as determined from time to time by city council per sign shall be paid; and
- i. There shall be a minimum separation between each sign of 500 feet.

(f) *Temporary promotional banners, posters, and pennants.* Temporary promotional signs, including, but not limited to, banners, posters and pennants, containing, but not limited to, the following verbiage: "Now Hiring," "Applications Here," "We Finance," "Open 24 Hours," "Sale," or "Price Special," shall be permitted, subject to the following guidelines:

(1) *Food-service businesses.* For businesses whose primary purpose is the sale of food for immediate consumption, such signage shall be considered as part of the overall sign allowance and shall not be limited as to time of display; and the means of attachment shall not be visible from the public right-of-way.

- a. *New business.* For a new business, such signage shall not exceed 25 square feet and shall be included as part of the total allowable attached or detached signage. Such signage shall have a permanently affixed location, which is integrated and compatibly designed as a component of the building, canopy, fascia wall or detached sign. ~~A grand opening sign shall be allowed in addition to the allowable signage for a 30-day period upon issuance of the certificate of occupancy.~~ The fee for such signage shall be included as part of the original sign package, and no subsequent fees will apply if included as part of the permanent signage.

b. *Existing businesses.* For businesses that are existing at the time of the effective date of the ordinance from which this chapter is derived, such signage shall be permitted at a permanently designated location on the building, canopy or fascia wall and shall not exceed 25 square feet. There shall be a permit obtained for the manner of designation and affixing of temporary banners and a one-time permit fee as determined from time to time by city council shall be charged for each such location designation.

(2) *Non-food-service businesses.* For businesses other than food service, such signage shall be permitted four times per year, maximum 50 square feet for a maximum of a 30-day period. A permit fee as determined from time to time by city council shall be applicable per 30-day period, unless all four periods are scheduled in advance; then a permit fee as determined from time to time by city council will be applicable covering all four such periods. The means of attachment shall not be visible from the public right-of-way. ~~A grand opening sign shall be allowed in addition to the allowable signage for a 30-day period upon the issuance of the certificate of occupancy.~~

(3) *Signs in interior of windows.* For new and/or existing businesses that are food or non-food-service establishments, such signage is permitted in the interior of windows without a permit; provided that not more than 40 percent of the transparent area is occupied at one time (reference graphic 9).

(g) *Grand opening signage.* A permit for grand opening signage is allowed one time only for each new business. A change of ownership of less than 75% of the owners does not qualify as a new business. A permit for grand opening signage may include banners, balloons, pennants, feather flags and wind driven signs. Grand opening permits may only be issued within 90 days of the issuance of a certificate of occupancy and shall be limited to 7 days. The fee for grand opening signage shall be as set forth in Appendix A, and as determined from time to time by city council.

(1) *Securing signs.* Banners, balloons, pennants and, wind driven signs shall be securely tethered, fastened or affixed to the ground or structure.

(2) *Number of signs.* Feather flags used for a grand opening event shall be limited to two flags per site.

(h) *Items of information.* An item of information is defined as a symbol, a word, a logo, an initial, an abbreviation or a group of numbers. The amount of information that any attached or detached sign can contain shall be based on the following criteria:

(1) No sign shall display more than ten items of information.

(2) Lettering three inches in height or less is not included when determining an item of information.

(3) Letters less than 19 inches high which are carved into the fabric of a building or decorative screening walls or attached securely to the wall are not counted as items of information; provided that they are not specially illuminated and are not constructed of a shiny material, or their color does not contrast sharply with that of the building surface, and they do not exceed two inches in thickness.

(h~~i~~) *Apartment signs.* All apartment complex signs located in business zoning districts shall conform to the provisions as defined in section 134-8(5).

(j) *Changeable electronic variable message signs.* A Changeable copy/electronically activated signs shall be permitted subject to the applicable provisions within the zoning districts in which the signs are located as well as the following:

(1) The size of suchA signs shall not exceed 20 square feet.

(2) SuchA signs shall display static images for a period of at least eight seconds.

(3) Variable message signs shall not be animated, flash, travel, blink, fade, or scroll. Variable message signs shall transition instantaneously to another static image.

(4) In all zoning districts, signs shall come equipped with automatic dimming technology, which automatically adjusts the sign's brightness based on ambient light. A Ssigns existing prior to the adoption of this ordinance shall only be required to include automatic dimming technology upon any upgrade or retrofit of the existing sign.

(5) SuchA signs shall not exceed a brightness level of 0.3 footcandles above ambient light as measured by the guidelines below:

a. At least 30 minutes past sunset, use a footcandle meter to record the ambient light reading for the area. This reading is doneperformed while the digital sign is off or displaying all black copy.

b. Take a reading using footcandle meter at five feet above grade and 40045 feet from the sign.

c. The meter shall be aimed directly at the digital sign.

d. Turn the sign on and illuminated entirely in white or red.

e. Take a reading using a meter at five feet above grade and 40045 feet from the sign.

f. The meter shall be aimed directly at the digital sign.

g. If the difference between the two readings taken above is 0.3 footcandles or lower, then the sign is in compliance. If the result is greater than 0.3 footcandles, the sign is out of compliance and must be adjusted to meet standards or turned off until compliance can be met.

h. All measurements shall be taken in foot candles.

(6) *Exception.* Temporary signs required by government agencies for road and street repairs, public notifications, traffic control, and similar activities.

(k) *Directional kiosk signs.* Multi-tenant shopping centers, office parks, industrial parks and medical centers shall be permitted no more than five directional kiosk signs. These signs must be located on private property within the development, shall not be located to be visible from the public right-of-way and shall only list and provide direction to individual businesses within the overall development. Such signs shall be limited to 6 feet in height and a maximum 16 square feet in sign area per side. Once permitted, the text on a directional kiosk sign may be amended without the necessity of additional permitting as tenants change within the development.

(l) Temporary directional signs during street construction. During periods where City, TxDOT or county road construction alters drive approaches or entrances into commercial property, temporary signs may be permitted to alert the public of entrance locations. Such signs shall conform to the following standards:

(1) Signs shall be limited to a total of 16 square feet and may not be more than 6 feet in height.

(2) Only one sign is permitted per drive approach. Signs shall be attached to a temporary post and must be located on private property. Sign placement shall not block the line of sight for traffic and the sign shall be maintained by the property owner.

(3) Signs shall consist of white lettering on a blue background and verbiage is limited to "Business Open Enter Here" or similar approved language, but cannot advertise the business name or logo.

(4) An application for a directional sign, including a map showing the proposed location must be completed by the property owner prior to sign placement. The City maintains the right to remove the sign without notice in the event that there is a violation of any of the above listed requirements.

(Code 1982, § 38-7; Ord. No. 1819, art. 7, 12-20-1988; Ord. No. 1892, §§ 4—9, 3-5-1991; Ord. No. 95-11-68, § 1, 11-21-1995; Ord. No. 96-07-28, § 1, 7-16-1996; Ord. No. 2001-05-058, § 6, 5-15-2001; Ord. No. 2008-05-050, § 15, 5-20-2008, eff. 7-1-2008; Ord. No. 2008-08-078, 8-19-2008)

Sec. 134-8. - Nonbusiness zoning districts.

The following signs are permitted in nonbusiness zoning districts unless specifically stated within:

(1) *Nameplates.* A nameplate, not exceeding two square feet in area, containing only the name of the resident, the title of the person conducting a permitted home occupation, the name of the building and the sign of the agent.

(2) *Institutional signs.* An institutional sign, not exceeding 25 square feet per face, and eight feet in height, erected upon the premises of a church or other public or semipublic institution, for the purpose of displaying the name of the institution, and its activities or services. Such sign shall require a permit and may be illuminated according to the provisions contained within section 134-6(3).

(3) *Real estate signs.* A real estate sign, non-illuminated, advertising the sale or development of a subdivision containing an area of not less than seven lots erected upon the property developed and advertised for sale; provided such sign is not in excess of 32 square feet in size, and eight feet in height, and not more than one such sign is placed per street frontage. Such signs shall be removed when the property is sold.

(4) *Contractor's signs.* A contractor's sign, non-illuminated, advertising the development or improvement of a property by a builder, contractor or other person furnishing service, materials or labor to said premises during the period of construction; provided any such sign is not in excess of 32 square feet in size and eight feet in height; and such sign shall be removed prior to the issuance of a certificate of occupancy for said property.

(5) *Apartment signs.* One identification sign per multifamily development; provided such sign does not exceed 25 square feet in area at the primary entrance; and one sign per secondary entrance is not to exceed 16 square feet. Such sign shall require a permit and may be illuminated according to the provisions contained within section 134-6(3).

(6) *Bed-and-breakfast.* One attached sign shall be permitted on the premises. Such sign shall not exceed four square feet in area and shall not include the word "hotel" or "motel."

(7) *Nonpremises temporary directional signs.* Nonpremises directional signs shall be prohibited in the city limits as described in section 134-7(e)(2).

(8) *Development identification signs.* Project information or identification detached ground signs are permitted at the entrance of residential subdivisions that are bisected by one or more publicly dedicated streets. The maximum size shall be 32 square feet per sign with a maximum height of six feet. Signs may be located at each corner of the intersection of an entrance street.

(Code 1982, § 38-8; Ord. No. 1819, art. 8, 12-20-1988; Ord. No. 1892, §§ 10, 11, 3-5-1991; Ord. No. 95-11-68, § 1, 11-21-1995)

Sec. 134-9. - Downtown commercial historic district.

The downtown commercial historic district is that area recognized by the National Register of Historic Places. All signs within this district shall adhere to the following criteria:

(1) Signs must be designed and constructed in keeping with the nostalgic character of the historic district. Signs are subject to review by the economic development coordinator, and this coordinator's approval is a prerequisite for the issuance of a sign permit.

(2) Materials suggested for use for signs are finished hardwoods, softwoods or neon. Materials not allowed include, but are not limited to, plastics, fluorescent materials, paper or fluorescent paints.

(3) No sign shall be allowed above the top of the second-story windows of a building.

(4) Hanging signs shall be allowed when such signs have a minimum clearance of seven feet from the sidewalk and do not extend beyond an awning or canopy projection.

(5) Projecting signs shall have a minimum clearance from the sidewalk of 8.5 feet and shall not project more than five feet from the building or more than 50 percent of the width of the sidewalk adjacent to the building, whichever is less (reference graphic 10).

~~(6) Projecting signs are allowed only in businesses within this district on Louisiana, Virginia, Tennessee and Kentucky Streets, that do not directly face onto the McKinney Downtown Square.~~

(7) Maximum size shall be based on the following:

a. For every one linear foot of building primary or entrance frontage, 1½ square feet of sign area shall be allowed.

b. Sign boards on secondary side-street frontage shall not exceed one-half the size of signboards on the primary or entrance frontage.

- c. Window signs shall cover no more than 40 percent of the total glass area, and this will count as one of the signs permitted (reference graphic 9).
- d. Each face of a hanging sign shall be no more than five square feet.
- e. Projecting signs shall be no more than 15 square feet in size, ~~with a maximum sign height of three feet from the top of the sign to the bottom.~~

(~~87~~) Two signs are permitted per primary entrance, plus one additional hanging sign, if a canopy is used.

(~~98~~) One secondary entrance sign is permitted.

(~~109~~) Menu boards, portable signs or display signs are allowed, provided they adhere to the following criteria:

- a. One such sign shall be permitted per primary entrance.
- b. Such signs may extend out a maximum of two feet from the building, with the maximum distance parallel to the right-of-way being four feet.
- c. A maximum of six square feet shall be permitted in the area of the sign or the area of the sidewalk used.

(Code 1982, § 38-9; Ord. No. 1819, art. 9, 12-20-1988)

Sec. 134-10. - Multiple-building lot coordinated signage.

(a) *Planned development district.* Notwithstanding anything contained in the foregoing, if property is developed in the planned development district, all signs on such property may be reviewed and approved as part of the overall development plan. Total signage allowed for all sites in the development may be aggregated and the total allowance redistributed. Sign locations, types and sizes may be varied; however, they must be consistent with site and landscape planning principles and will be part of the review process.

(b) *Compatibility of design.* All signs applied for under the provisions within this section are subject to the approval by the planning staff. The following criteria shall be considered:

- (1) The sign's compatibility with surrounding signage as related to location, height, size, setback, etc.;
- (2) The sign's compatibility with aesthetics as related to color scheme, shapes, design, materials, etc.; and
- (3) The sign's relationship to proposed or existing landscaping.

(Code 1982, § 38-10; Ord. No. 1819, art. 10, 12-20-1988)

Sec. 134-11. - Nonconforming signs; removal of signs by city; exceptions; variances.

(a) *Generally.*

- (1) Signs existing at the time of the effective date of the ordinance from which this chapter is

derived and in compliance with the then-current ordinance and not in compliance herewith shall be regarded as nonconforming signs, which may continue to exist until structurally altered, removed, or destroyed as an act of God or until the business which they are advertising is no longer in existence, except for non-premises signs (third-party outdoor advertising). Nonconforming signs that are structurally altered, relocated or replaced shall comply immediately with all provisions of this chapter.

(2) Any nonconforming sign which has been damaged by fire, wind or other cause in excess of 60 percent of its replacement cost shall not be restored except in conformance with the provisions of this chapter.

(b) *Removal of certain signs.*

(1) All of the following signs shall be considered unlawful.

- a. Any sign erected without a required permit, either prior to or after the adoption of this section;
- b. Any sign erected in violation of the provisions of this chapter; and
- c. Any sign which is dangerous due to being electrically or structurally defective.

(2) Said signs shall be removed from the property or premises in question, or such other defect as is specified shall be cured, upon written notification by the chief building official or his designated representative to the owner of the property on which the sign is located and/or the permittee of the sign. The notification required by this provision shall state that if the sign is not removed or the specified defect is not cured within the prescribed time frame from the date of the notice, a citation may be issued.

(c) *Removal of public nuisance/hazardous signs:*

(1) The chief building official or his designated representative shall, without the requirement of notification or impoundment, order the immediate removal and disposal of the following signs.

- a. Any nonpermanent sign erected or existing that constitutes a traffic hazard; or
- b. Any nonpermanent sign erected in, on or over a public right-of-way or easement or designated fire lane, either prior to or after the adoption of this section, except those non-permanent signs in the commercial historic district (section 134-9).

(2) A person is responsible for the violation if the person is the permit holder, owner, agent or person having the beneficial use of the sign and a citation may be issued.

(d) *Recovery of impounded signs.* Impounded signs may be recovered by the owner within 15 days after written notification of impoundment by paying a fee as determined from time to time by city council.

(e) *Disposal of impounded signs.* Signs not recovered within 15 days after written notification may be disposed of by the city in any manner it shall elect.

(f) *Exemptions generally.* The following signs may be erected and maintained under the exceptions and conditions listed and shall not require a permit, provided all other provisions of this chapter are met:

- (1) *Public signs.* Noncommercial signs erected by or at the direction of a public officer in furtherance of the public interest in the performance of his public duty.
- (2) *Public, charitable, educational or religious signs.* Temporary signs or feather flags announcing any noncommercial public, charitable, educational or religious event or function may be installed only on private property, with the consent of the property owner, for a period of not more than 21 days prior to the event and shall be removed within 24 hours following the event. The maximum sign area shall be limited to 24-32 square feet on each sign face.
- (3) *Integral signs.* Names of buildings, dates of erection, monumental citations and commemorative tablets that are carved into stone, concrete or similar permanent materials and constructed as an integral part of a structure.
- (4) *Nameplates.* One nameplate per public entrance per business, not exceeding three square feet of sign area per face.
- (5) *Private signs.* Signs not visible beyond the boundaries of the lot or series of contiguous lots under the same ownership on which they are located or that are not visible from any public right-of-way.
- (6) *Garage sale signs.* Garage sale signs may be installed only on private property with the consent of the property owner. Said signs shall not be installed earlier than 12:00 p.m. on the immediately preceding Thursday before the sale and must be removed within 24 hours following the sale. The maximum sign area shall be limited to four square feet on each sign face. A garage sale permit is required.
- (7) *Menu boards.* Eating establishments with drive-through service are permitted two menu board signs per premises, limited to 36 square feet in area and six feet in height.
- (8) *Window signs.* Window signs are exempt from the provisions of this chapter, providing not more than 40 percent of the transparent window area is occupied at any one time (reference graphic 9).
- (9) *Gasoline/service station signage.* Signs located beneath a canopy that do not advertise the premises are exempt, including, but not limited to, the following information: "Self-Service," "Full Service," "Unleaded Gasoline" and "Regular Gasoline." Governmentally mandated signage and signage contained within the individual pumps are also exempt. In addition, ten square feet of signage is permitted per side under the canopy per set of gasoline product dispensers. Signage located beneath the canopy that is intended to advertise to individuals using the gasoline product dispensers only, and not intended for advertisement to the public right-of-way, is exempt. Letters less than three inches in height shall not be counted as part of the sign allowance.
- (10) *Government signs.* Government signs are allowed, as defined in the definitions in section 134-4, provided that each such sign does not exceed 40 square feet. One advertisement/identification flag or three government flags are permitted with a maximum of three such signs per premises.
- (11) *Political signs.* Such signs that satisfy the requirements of V.T.C.A., Local Government Code § 216.903(d).
- (12) *Real estate signs.* Such signs shall be non-illuminated, shall not exceed six square feet in

area per face, and shall pertain to the sale or lease of the premises.

~~(13) Time and temperature signs and message signs. Signs that display time and temperature and those with revolving displays which do not exceed seven revolutions per minute are exempt. The size of such sign is not to exceed 20 square feet.~~

(1413) *Agricultural signs.* One sign, advertising agricultural uses, not exceeding 32 square feet in area and eight feet in height, shall be allowed per owner. On large tracts that exceed 0.25 mile of public right-of-way frontage, said owner may have one sign per 0.25 mile or portion thereof.

(1514) *Vehicular signs.* Vehicular signs are allowed for the purpose of identifying a vehicle used for a particular business (i.e., delivery service, professional and business, construction trailers, etc.), but not when the primary use of the vehicle is that of a sign (reference graphic 11). The vehicle shall be operable and currently registered and licensed to operate on public streets.

(1615) *Protective signs.* The occupant of any premises may erect two protective signs in accordance with the following provisions:

- a. Each sign must not exceed two square feet in area.
- b. Detached signs must not exceed two feet in height.
- c. Letters must not exceed four inches in height.

(1716) ~~Movement~~On-site movement-control signs. On-site Movement-control signs may be erected at any occupancy or any premises, other than a single-family or duplex premises, may be attached or detached and may be erected without limit as to number; provided that such signs shall comply with all other applicable requirements of this chapter. The occupant of any premises who erects a an on-site -movement-control sign shall comply with the following requirements:

- a. Each sign must not exceed four square feet in area and a maximum of six feet in height.
- b. If a sign is an attached sign, the letters must not exceed six inches in height.
- c. Each sign must convey a message which directs vehicular or pedestrian movement within or onto the premises on which the sign is located.
- d. Not more than 50 percent of such sign may be used for advertising or identification.

(17) Human signs. Human signs may be displayed from sunrise to sunset each and every day and shall comply with the following requirements:

- a. Each sign shall be located on private property or adjacent right-of-way where a sale, event, promotion, or a similar limited-duration event is taking place.
- b. Human signs are not permitted in residential districts.
- c. A person acting as a Hhuman signs areis not permitted to hold or carry wind devices, flags or balloons. Podiums, risers, stilts, vehicles, roofs, or other structures or devices shall not support a human sign.
- d. No more than one human sign per business location may be actively engaged per major thoroughfare.

(18) Mobile billboards. Mobile billboards shall be permitted as long as they are not parked, driven, stationed or moving in any manner on private property within the city limits for longer than 20 minutes per 24 hour day.

(19) Open house residential sign. Open house residential signs shall be in place only during the hours the house is open, plus one hour before and two hours after the event and shall comply with the following requirements:

a. Such sign shall be used only when a salesperson, homeowner or homeowner's agent is present during the time of the open house.

b. One open house residential sign per open house may be placed off-premises at the entrance to the subdivision on private property (either individual homeowner property or HOA maintained common area) with the consent of the property owner and/or HOA.

c. Such signs shall not exceed four square feet in size.

d. Such signs shall not be in place earlier than 8:00 a.m. and must be removed no later than 6:00 p.m.

(20) Temporary religious sign. A temporary religious sign may be erected during times of worship provided that the sign is placed no earlier than two hours prior to worship and removed no later than two hours after worship.

a. Such signs shall be placed on private property with consent of the property owner. Temporary religious signs shall be placed no closer than ten feet from the edge of any street pavement or dedicated roadway or right-of-way.

b. The maximum area of a temporary religious sign shall not exceed six square feet. The maximum height of a temporary religious sign shall not exceed four feet. A temporary religious sign shall not contain balloons, streamers, flags, pennants, or wind devices.

(g) *Meritorious exceptions.*

(1) In the development of these criteria, a primary objective has been ensuring against the kind of signage that has led to low visual quality. On the other hand, an equally primary objective has been guarding against over regulation of signage ~~overcontrol~~.

(2) It is not the intention of these criteria to discourage innovation. It is entirely conceivable that signage proposals could be made that, while clearly nonconforming to this chapter, and thus not allowable under these criteria, have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment. Such proposals will be seriously and fairly considered by the city council.

(3) The fee for meritorious exceptions shall be specified in appendix A of the Code of Ordinances which may be amended from time to time by ordinance."

(h) *Variances.* The city council may hear appeals from the denial of a permit. Criteria for granting such a variance is as stated in the state statute, V.T.C.A., Local Government Code § 211.008 et seq., as it may be amended. The fee of variances shall be specified in appendix A of the Code of Ordinances which may be amended from time to time by ordinance.

Subpart B - DEVELOPMENT REGULATIONS

Chapter 134 ~~—~~ SIGNS

7/19/12

(Code 1982, § 38-11; Ord. No. 1819, art. 11, 12-20-1988; Ord. No. 1892, § 12, 3-5-1991; Ord. No. 95-11-68, § 1, 11-21-1995; Ord. No. 2006-04-033, §§ 2—5, 4-4-2006; Ord. No. 2008-08-078, 8-19-2008; Ord. No. 2008-09-093, § 17, 9-16-2008)

⁽⁹⁴⁾ **State Law reference—** Municipal regulation of signs, V.T.C.A., Local Government Code § 216.003; regulation of political signs by municipality, V.T.C.A., Local Government Code § 216.903. (Back)

	McKinney (Existing)	McKinney (Proposed)	Allen	Frisco	Plano	Richardson
Sign height along freeway	Allows up to 35 feet along Highway 75 and 121	Would allow a maximum sign height of 40 feet along Highway 75 and Highway 121	Allows up to 40 feet within 100 feet of Highway 75	Allows up to 16 feet for unified development monument signs. Pole signs are prohibited	Allows up to 40 feet along Highway 75	Allows up to 20 feet for major freestanding signs in retail and commercial districts
Multi-tenant signs	Restricts the directory portion of multi-tenant signs to 60% of the area or 70 square feet max, whichever is less.	There would be no restriction on the percentage of the multi-tenant sign to be used as directory	No restriction on the percentage of the multi-tenant sign to be used as directory	No restriction on the percentage of the multi-tenant sign to be used as directory	No restriction on the percentage of the multi-tenant sign to be used as directory	No restriction on the percentage of the multi-tenant sign to be used as directory
Pole signs along additional streets (Eldorado, Virginia, Custer and 380 west of 75)	Pole signs are currently restricted to certain roadway segments	Pole signs would be prohibited along all streets with the exception of Highway 75, Highway 121 and U.S. 380 between Highway 75 and Highway 5	Pole signs are permitted within 100 feet of Highway 75 as long as they meet height, area and materials requirements	Pole signs are prohibited	Pole signs are permitted as long as they meet height, area and materials requirements	Pole signs are permitted as long as they meet height, area and materials requirements
Offsite real estate signage (open house signs)	Off-premises directional signage is prohibited within the city limits	As currently drafted, open house signs would be permitted on the property for sale and at the entrance to the subdivision, on private property, with permission from the property owner	Off-premises directional signage is prohibited within the city limits	Offsite open house signs are permitted on private property (must have permission from property owner) and cannot exceed 3 square feet or 24 inches in height.	Offsite open house signs are permitted on private property (must have permission from property owner) and cannot exceed 4 square feet or 30 inches in height	Offsite open house signs are permitted only from Friday at 12:00 noon until Monday at 12:00 noon
Wind driven signs	Wind driven signs are currently prohibited	Wind driven signs would be prohibited	Prohibits any sign that flutters, undulates, swings, rotates or moves	Prohibits wind devices, feather flags, pennants, and revolving signs	N/A	Prohibits cloth, paper, banners, flags, devices or other similar matter to hang loose from any sign, building or structure.
Temporary signage for public, charitable, educational or religious institutions	Allows for temporary signs up to 24 square feet to be displayed for a period of no more than 21 days prior to an event.	These signs would be permitted with an increased maximum size of 32 square feet. Feather flags would also be permitted for this purpose	Allows for temporary signs up to 32 square feet to be displayed for a period of no more than 21 days prior to an event. Max 3 permits per year and minimum 90 days between permits	Allows temporary religious signs to be placed during times of worship. Temporary school signs (not exceeding 6 square feet) may be placed seven days before an event.		
Grand Opening Signage	Allow a 25 square foot banner for 30 days for food service and a 50 square foot banner for 30 days for non-food service businesses	Grand opening sign packages, which may include banners, balloons, pennants and feather flagswould be permitted for a seven day period within 90 days of issuance of a certificate of occupancy	Allows displays including balloons, pennants and inflatable signs for up to 45 days.	Allows for grand opening balloons or balloon arrangements (up to 20 feet in height) but must be removed within two hours after the conclusion of the grand opening.	Allows three week display of banners, flags, pennants, streamers, balloons, inflatable signs, and any legal signs. Nothing can exceed 35 feet in height.	Allows use of balloons, signs, banners, flags, and pennants for a period of 30 days. Banner shall be limited to one square foot per length of lease space up to a max of 200 square feet.
Electronic message signs	No sign shall be illuminated to an intensity that causes glare or brightness to a degree that could constitute a hazard or nuisance. Moving, flashing, intermittently lighted, color changing, beacons or revolving signs are not allowed. Sign cannot exceed 20 square feet and cannot exceed seven revolutions per minute	Ordinance would permit such signs as long as the sign shows static images for minimum 8 seconds and a maximum size of 20 square feet. Cannot be animated, flashing, blinking or scrolling. Must have automatic dimming technology to ensure that the sign does not exceed 0.3 footcandles above ambient light, measured at 45 feet away.	Allowed as wall, freestanding (pole or monument) or window signs	Permit such signs as long as the sign shows static images for minimum 8 seconds within 400 feet of freeway, 4 seconds elsewhere. Cannot be animated, flashing, blinking or scrolling. Must have automatic dimming technology to ensure that the sign does not exceed 0.3 footcandles above ambient light, measured at 100 feet away.	Permitted as long as the sign does not exceed the allowable square footage for its sign type and the message cannot change more than once every 8 seconds.	
Human Signs	Not currently defined or regulated in the ordinance	Human signs would be defined and permitted in commercial districts on private property or on adjacent right-of-way.		Allowed without permit. They must be on private property or adjacent ROW where a sale, event or promotion is taking place. Not allowed in residential districts. No supports, risers, stilts or other structures to support human sign and person must be at least 12 years old.		
Billboards	Billboards may be located in AG, ML, MH zoning districts along any roadway with an average ROW width of 150. Cannot be more than 35 feet tall and 288 square feet. Must be no less than 1,760 feet from another billboard and 300 feet from any building.	New billboards would be prohibited. Existing billboards fronting on Highway 75 would be permitted to be reconstructed with a maximum height of 40 feet and a maximum area of 300 square feet per side.	Prohibited	Prohibited and will not permit existing non-conforming billboards to convert to variable electronic message boards	Prohibited	Major freestanding signs must be on-site
Vehicle signs	Vehicle signs are permitted for the purpose of identifying a vehicle used for a business but not when the primary use of the vehicle is that of a sign.	Vehicle signs would be permitted for the purpose of identifying a vehicle used for a business but not when the primary use of the vehicle is that of a sign. The vehicle shall be operable and currently registered and licensed to operate on public streets.	Signs on vehicles are prohibited if the vehicle is parked within 20 feet of public ROW and allowed to remain in the same location of any period exceeding 24 hours.	Permitted as long as the vehicle is not primarily used for signage, the sign is painted on or applied directly to the vehicle (including magnets), is currently registered, is not used as a static display, is parked behind the front plane of the building and is not parked in parking spaces fronting a major thoroughfare.	Prohibited for vehicles where the intent is to use the vehicle as advertising. This does not restrict identification signs on vehicles or other signs attached to vehicles that are licensed and legally operating on city streets.	Prohibited where vehicle is parked within 20 feet of ROW. Does not prohibit signage on vehicles with an actual transportation purpose. If not used for transportation purpose, the sign is deemed a freestanding sign and shall meet the city's standards.
Mobile Billboards	Not currently defined or regulated in the ordinance	Allowed without permit. Prohibited from being parked, driven, stationed or moving in any manner on private property within the city for longer than 20 minutes per 24 hour day		Allowed without permit. Prohibited from being parked, driven, stationed or moving in any manner on private property within the city for longer than 20 minutes per 24 hour day		
Temporary signage for businesses during roadway construction	Not currently defined or regulated in the ordinance. Internal policy has been to allow 16 square feet, 6 feet tall sign on private property to read "business open, enter here" or similar, and allows one sign per drive approach.	Would be defined and regulated within the sign ordinance to allow 16 square feet, 6 feet tall sign on private property to read "business open, enter here" or similar, and allows one sign per drive approach.				
Directional kiosks within shopping centers or office parks	Permitted as Movement control signs for signs up to 4 square feet in area.	On-site directional kiosks would be permitted within multi-tenant shopping centers, office parks, industrial parks and medical centers. Signage would be limited to 6 feet in height and a maximum 16 square feet in size. Kiosks would be limited to a maximum of five per site.	Permitted for signs up to 8 square feet in area and 30 inches in height.	Permitted for signs up to 6 square feet in area and 30 inches in height. Requires materials to match building façade on lot.	Permitted for signs up to 8 square feet in area and 30 inches in height. Must have a minimum separation of 30 feet from other onsite directional signs.	Permitted for signs up to 8 square feet in area.
Roof signs	Prohibited	Prohibited	Permitted as long as the sign does not project above the roof more than 4 feet	Prohibited	Prohibited	Permitted as long as the sign does not project above the roof more than 4 feet. Prohibited to extend above the roof line of a mansard type roof.
Projecting signs on the square	Projecting signs are allowed only in businesses within the downtown commercial historic district on Louisiana, Virginia, Tennessee and Kentucky Streets that do not directly face onto the McKinney Downtown Square.	Projecting signs would be allowed throughout the CHD as well as elsewhere in the community. They would be limited to 15 square feet in size.		Old Town Center Ordinance section 70.16 allows projecting signs. Sign can project up to three feet into right-of-way, but must be a minimum three feet from curb.	Permits projecting signs to project up to six feet, but must remain a minimum two feet from the back of curb.	
Base of monument signs	Detached ground signs are defined as either made of or contained within stone, concrete, metal, wood, brick or similar material. The old Arch standards gave 2 points for border of sign matching primary structure.	Detached ground signs would be required to be framed with finish materials that match or are complimentary to the materials used on the primary structure on the site.	A monument sign shall harmonize aesthetically with the architecture of the establishment it serves.	Unified Development Monument Signs (UDMS) shall be constructed of materials and a design consistent with the buildings located on the property and contain a minimum one-foot border around the sign.	Standards require use of materials that are not subject to deterioration when exposed to the weather.	Constructed only of noncombustible or slow-burning materials. No reference to relation to building materials for structures on site.

Sign Ordinance Amendments

City Council
August 21, 2012

Sign Ordinance Amendments

- ☐ The City of McKinney is looking to make amendments to Chapter 134 of the Code of Ordinances.
- ☐ The City Council discussed potential amendments at a work session held on April 23rd and August 6th of this year.
- ☐ Development Services staff has held focus group meetings with the following groups to discuss the proposed amendments:
 - ☐ Business Retention and Expansion Program (BREP)
 - ☐ Chamber of Commerce
 - ☐ Homeowners

Purpose of sign regulation

- ❑ The intent of the McKinney Sign Ordinance is to establish regulations governing the display of signs and in part to achieve the following:
 - ❑ **Safety.** To promote the safety of persons and property.
 - ❑ **Communications efficiency.** To enhance the economy and the business and industry of the city by promoting the reasonable, orderly and effective display of signs and thereby encourage increased communication with the public.
 - ❑ **Environment quality and preservation.** To protect the public welfare and to enhance the appearance and economic value of the landscape.



Proposed Amendments

- ❑ The proposed amendments address issues that are either the source of applicant complaints or have been identified by staff as confusing and/or difficult to enforce.
- ❑ It is important to retain a balance between the *safety, communications efficiency, and environmental quality and preservation* when discussing possible amendments to the City's signage standards.
- ❑ When considering potential amendments staff has also compared the proposed standards with our neighboring communities to ensure that we are not placing any undue burden on the business community.

Temporary Construction Signage

- ❑ Business owners along segments of roadways under construction have expressed concerns about visibility and access.
- ❑ The proposed amendment would add a section titled “Temporary directional signs during street construction” that will permit, and provide standards for, signs alerting drivers to entrances to commercial properties.



Height of Pole Signs Along Freeways

- ❑ The existing ordinance allows a maximum height of 35 feet for pole signs on sites fronting on a freeway.
- ❑ Staff compared McKinney's standard with our neighboring cities and found the following:
 - ❑ Frisco - 16 feet
 - ❑ Plano - 40 feet
 - ❑ Allen - 40 feet
- ❑ Staff's recommendation is to allow up to 40 feet in height in order to be consistent along the US 75 corridor.



Pole signs on major thoroughfares

- ❑ The City of McKinney currently restricts pole signs to the following thoroughfares:
 - ❑ US 75
 - ❑ SH 121
 - ❑ Louisiana/Virginia St., between US 75 and Wilson Creek Blvd
 - ❑ McDonald St., between Dorsey St. and University Dr.
 - ❑ Tennessee St., between Midway St. and University Dr.
 - ❑ University Dr., between US 75 and McDonald St.

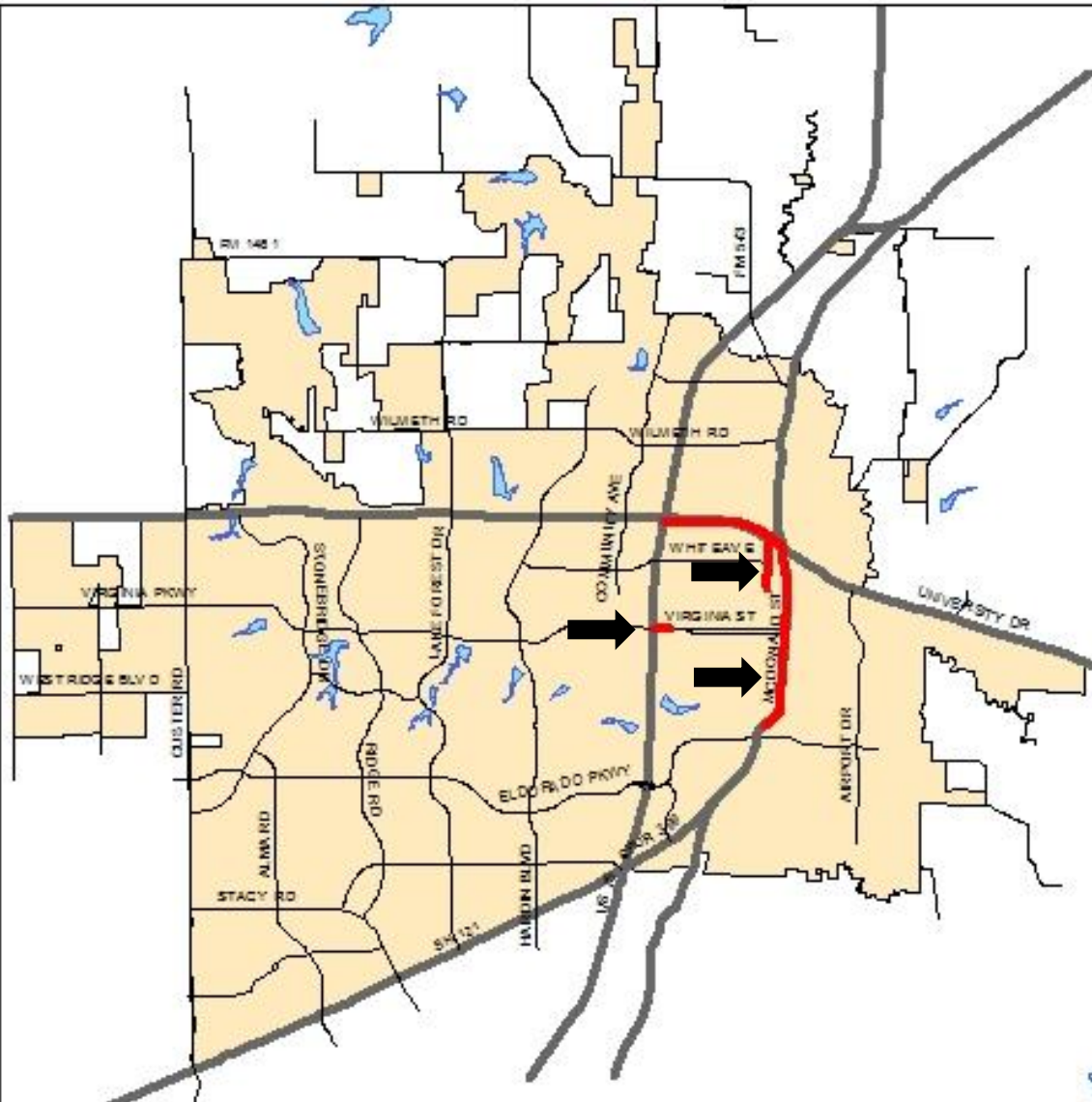


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Pole signs on major thoroughfares

- ❑ The proposed amendments would no longer permit pole signs on:
 - ❑ Louisiana/Virginia
 - ❑ McDonald
 - ❑ Tennessee



Electric Message Signs

- ❑ The existing ordinance limits electric message boards to 20 square feet and prohibits moving, flashing and intermittently lighted signs.
- ❑ The proposed amendments include the following:
 - ❑ Requires static images for a minimum 8 seconds
 - ❑ Animated, flashing, blinking, fading and scrolling images would be prohibited
 - ❑ Requires automatic dimming of images based on ambient light.
 - ❑ Limits brightness of image to 0.3 footcandles as measured at 45 feet from sign.



Multi-tenant Sign

- ☐ The existing ordinance limits the percentage of a multi-tenant sign that can be devoted to the directory or listing of businesses.
- ☐ This standard places limitations on applicants but does not seem to provide any benefit
- ☐ Other cities researched do not have a similar limitation
- ☐ Staff is recommending to eliminate this requirement



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Projecting Signs

- ☐ A projecting sign is a sign attached to a building or extending, in whole or in part, 12 inches or more perpendicular to the surface of the building.
- ☐ The City of McKinney currently allows projecting signs in the CHD for businesses on Louisiana, Virginia, Tennessee and Kentucky Streets that do not face onto the McKinney Downtown Square.
- ☐ Staff proposes to allow such signs on the square as well as elsewhere in the community.



Billboards

- ☐ The existing ordinance limits the height of billboards to 35 feet, which is measured from the level of the street or road upon which the sign faces, or above natural ground level if such ground level is above the street.
- ☐ The proposed amendment would prohibit any new billboards within the city.
- ☐ Existing billboards along freeways would be allowed to increase their height to 40 feet (same as on premises signs) and their area from 288 square feet to 300 square feet.



Grand Opening Signage

- ❑ The existing ordinance allows for display of a single grand opening banner for a period of 30 days.
 - ❑ Food service businesses are limited to 25 square feet
 - ❑ Other businesses are limited to 50 square feet
- ❑ The proposed amendment would allow businesses to use a full grand opening sign package for a period of 7 days.
 - ❑ The package may include banners, balloons, pennants and wind driven signs.
 - ❑ Each site would be limited to 2 feather flags.



Residential Open House

- ☐ The existing ordinance permits residential open house signs to be placed on the property for sale.
- ☐ The proposed amendment would permit the on-site sign and one off-site sign at the entrance to the subdivision, with consent of the property owner or HOA, if the property is owned by the HOA.
 - ☐ Signs would be permitted one hour before the event and two hours after.
 - ☐ The Homeowner focus group felt strongly that the City should not permit off-site open house signs. This direction is in direct opposition to the Chamber focus group.



Other Amendments

- ☐ Temporary signs for charitable, educational or religious events
 - ☐ Currently allowed 21 days prior to event
 - ☐ Increase size of sign from 24 to 32 square feet
 - ☐ Allow feather flags
- ☐ Temporary religious services signs
 - ☐ Provides signage guidelines for religious services in schools or other temporary locations
- ☐ Materials for monument/ground signs
 - ☐ Require detached ground signs to be framed with materials match or compliment the primary structure
- ☐ Human signs
 - ☐ Clarification on where permitted



Other Amendments

- ❑ Vehicular signs
 - ❑ Primary use of vehicle cannot be as a sign (must have actual transportation purpose)
 - ❑ Require that vehicles used for signage be operable and currently registered
- ❑ Mobile billboards
 - ❑ Prohibit from being parked or stationed on any property
- ❑ Directional Kiosk
 - ❑ Allow for directional kiosks within shopping centers, business parks or medical centers



Town Center Study

- ❑ Several changes to the City's sign standards will also be included in the Town Center Study, including:
 - ❑ Simplification of standards and inclusion of improved graphics
 - ❑ Expand CHD related standards to a larger geographic area
 - ❑ Prohibit pole signs in all MTC character districts
 - ❑ Prohibit monument signs in certain MTC districts
 - ❑ Allow building mounted signs to be above second-story windows
 - ❑ Clarify what constitutes a sign on awnings and canopies
 - ❑ Clarify sign options for upper floor tenants