

**RICHARDSON CITY COUNCIL
DECEMBER 19, 2011
7:30 P.M.
CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TX**

1. **INVOCATION – MARK SOLOMON**
 2. **PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – MARK SOLOMON**
-

3. VISITORS. (THE CITY COUNCIL INVITES CITIZENS TO ADDRESS THE COUNCIL ON ANY TOPIC NOT ALREADY SCHEDULED FOR PUBLIC HEARING. PRIOR TO THE MEETING, PLEASE COMPLETE A “CITY COUNCIL APPEARANCE CARD” AND PRESENT IT TO THE CITY SECRETARY. THE TIME LIMIT IS FIVE MINUTES PER SPEAKER.)
-

PUBLIC HEARING ITEMS:

4. PUBLIC HEARING, ZONING FILE 11-22: A REQUEST BY RICHARD FERRARA, REPRESENTING 7-ELEVEN, FOR A SPECIAL PERMIT FOR A MOTOR VEHICLE SERVICE STATION WITH MODIFIED DEVELOPMENT STANDARDS AT THE SOUTHWEST CORNER OF RENNER ROAD AND NORTH STAR ROAD. THE PROPERTY IS CURRENTLY ZONED PD PLANNED DEVELOPMENT FOR LR-M(2) LOCAL RETAIL USES.

ACTION TAKEN:

5. PUBLIC HEARING, ZONING FILE 11-23, A REQUEST BY BRIAN NEBEL, REPRESENTING 7-ELEVEN, FOR A SPECIAL PERMIT FOR A MOTOR VEHICLE SERVICE STATION WITH MODIFIED DEVELOPMENT STANDARDS AT 170 E. SPRING VALLEY ROAD (BETWEEN SPRING VALLEY ROAD AND CENTENNIAL BOULEVARD, EAST OF DART LIGHT RAIL). THE PROPERTY IS CURRENTLY ZONED PD PLANNED DEVELOPMENT. (THE APPLICANT HAS WITHDRAWN HIS APPLICATION.)

ACTION TAKEN:

ALL ITEMS LISTED UNDER ITEM 6 OF THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSIONS OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY:

6. **CONSENT AGENDA:**
 - A. **CONSIDER THE FOLLOWING ORDINANCES:**
 1. ORDINANCE NO. 3848, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY AMENDING ARTICLE I, SECTION 2, DEFINITIONS, BY ADDING THE DEFINITION OF SMOKING ESTABLISHMENT; BY AMENDING ARTICLE XXII-A, SECTION 2, TO ALLOW SMOKING ESTABLISHMENTS BY SPECIAL PERMIT
 2. ORDINANCE NO. 3849, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP TO GRANT A CHANGE IN ZONING FOR A 5.87-ACRE TRACT OF LAND FROM O-M OFFICE WITH SPECIAL CONDITIONS TO RP-1500-M PATIO HOME WITH SPECIAL CONDITIONS.

- B. AUTHORIZE THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF RICHARDSON AND THE CITY OF MURPHY FOR A FEASIBILITY STUDY FOR BRECKINRIDGE PARK RECREATION CENTER.

THE RICHARDSON CITY COUNCIL WILL MEET AT 5:30 P.M. ON MONDAY, DECEMBER 19, 2011, IN THE RICHARDSON ROOM OF THE CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TEXAS. AS AUTHORIZED BY SECTION 551.071(2) OF THE TEXAS GOVERNMENT CODE, THIS MEETING MAY BE CONVENED INTO CLOSED EXECUTIVE SESSION FOR THE PURPOSE OF SEEKING CONFIDENTIAL LEGAL ADVICE FROM THE CITY ATTORNEY ON ANY AGENDA ITEM LISTED HEREIN. THIS BUILDING IS WHEELCHAIR ACCESSIBLE. ANY REQUESTS FOR SIGN INTERPRETIVE SERVICES MUST BE MADE 48 HOURS AHEAD OF THE MEETING. TO MAKE ARRANGEMENTS, CALL 972-744-4000 VIA TDD OR CALL 1-800-735-2989 TO REACH 972-744-4000.

WORK SESSION – 6:00 P.M.:

- Call to Order
- A. Review and Discuss Items Listed on the City Council Meeting Agenda
- B. Review and Discuss the Sherrill Park Golf Course
- C. Review and Discuss the Code Enforcement Program
- D. Review and Discuss the Tax Increment Financing – General Update
- E. Report on Items of Community Interest

I CERTIFY THE ABOVE AGENDA WAS POSTED ON THE BULLETIN BOARD AT THE CIVIC CENTER/CITY HALL ON FRIDAY, DECEMBER 16, 2011, BY 5:00 P.M.

CITY SECRETARY



City of Richardson
City Council Meeting
Agenda Item Summary



Meeting Date: Monday, December 19, 2011

Agenda Item: *Visitors (The City Council invites citizens to address the Council on any topic not already scheduled for public hearing.)*

Staff Resource: Pamela Schmidt, City Secretary

Summary: Members of the public are welcome to address the City Council on any topic not already scheduled for public hearing. Speaker Appearance Cards should be submitted to the City Secretary prior to the meeting. Speakers are limited to 5 minutes and should avoid personal attacks, accusations, and characterizations.

In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. However your concerns will be addressed by City staff, may be placed on a future agenda, or by some other course of resolution.

Board/Commission Action: N/A

Action Proposed: Receive comments by visitors.





MEMO

DATE: December 15, 2011
TO: Honorable Mayor and City Council
FROM: Michael Spicer, Director of Development Services MS
SUBJECT: Zoning File 11-22 – 7-Eleven

REQUEST

Richard Ferrara, representing 7-Eleven, is requesting approval of a Special Permit for a motor vehicle service station with modified development standards at the southwest corner of Renner Road and North Star Road in a PD Planned Development District.

BACKGROUND

The proposed motor vehicle service station would be located on a 1.58-acre site at the southwest corner of Renner Road and North Star Road. The proposed development includes a 3,178-square foot convenience store with a canopy covering six (6) double sided gasoline pumps. An outdoor seating area covered with a trellis would be located on the east side of the building. As part of the request the applicant proposed reduced internal stacking at the gasoline pumps.

The proposed building elevations utilize similar materials, color and architectural design as the surrounding developments as required per the PD regulations. The canopy elevations will utilize the same materials on the columns. Staff suggested the applicant remove the stripes on the canopy; however, the applicant was reluctant to make the change stating the stripes are part of the 7-Eleven corporate identity. The background color behind the stripes was changed from white to a beige color to reduce the contrast with the stripes.

Seven (7) letters in support and one (1) in opposition of the request have been received.

PLAN COMMISSION RECOMMENDATION

On December 6, 2011, the City Plan Commission voted 7-0 to recommend approval of the request as presented with an additional condition that the only outdoor storage and display allowed shall be for propane tanks.

ATTACHMENTS

Special Conditions	Color Bldg/Canopy Elevations (Exhibits "D-1" & "D-2")
CC Public Hearing Notice	Site Rendering (Exhibit "E")
City Plan Commission Minutes 12-06-2011	Site Photos (Exhibits "F-1" & "F-2")
Staff Report	Master Land Use Plan (Exhibit "G")
Zoning Map	Conceptual Architectural Images (Exhibits "H-1" & "H-2")
Aerial Map	Applicant's Statement
Oblique Aerial Looking North	Notice of Public Hearing
Zoning Exhibit (Exhibit "B")	Notification List
Bldg/Canopy Elevations(Exhibits "C-1" & "C-2")	Correspondence in Support and Opposition
	Ordinance No. 3752

SPECIAL CONDITIONS ZF 11-22

1. A motor vehicle service station shall be allowed as defined in the Comprehensive Zoning Ordinance and limited to the area shown on the attached concept plan, marked as Exhibit "B" and made a part thereof.
2. The motor vehicle service station shall be constructed in substantial conformance with the attached concept plan (Exhibit "B") and building and canopy elevations (Exhibits "C-1" & "C-2").
3. A variance to allow reduced internal stacking at the gas pumps as shown on the attached concept plan (Exhibit "B") shall be allowed.
4. The only outdoor storage and display of merchandise allowed shall be for propane tanks.

**City of Richardson
Public Hearing Notice**

The Richardson City Council will conduct a public hearing at 7:30 p.m. on Monday, December 19, 2011, in the Council Chambers, Richardson Civic Center/City Hall, 411 W. Arapaho Road, to consider the following requests.

Zoning File 11-22

A request by Richard Ferrara, representing 7-Eleven, for a Special Permit for a motor vehicle service station with modified development standards at the southwest corner of Renner Road and North Star Road; currently zoned PD Planned Development for LR-M(2) Local Retail uses.

Zoning File 11-23

A request by Brian Nebel, representing 7-Eleven, for a Special Permit for a motor vehicle service station with modified development standards at 170 E. Spring Valley Road (between Spring Valley Rd and Centennial Blvd, east of DART Light Rail); currently zoned PD Planned Development.

If you wish your opinion to be part of the record but are unable to attend, send a written reply prior to the hearing date to City Council, City of Richardson, P.O. Box 830309, Richardson, Texas 75083.

CITY OF RICHARDSON
Pamela Schmidt, City Secretary

**DRAFT - EXCERPT FROM CITY PLAN COMMISSION MINUTES
DECEMBER 6, 2011**

5. **Zoning File 11-22:** A request by Richard Ferrara, representing 7-Eleven, for a Special Permit for a motor vehicle service station at the southwest corner of Renner and North Star Roads. The property is currently zoned PD Planned Development for LR-M(2) Local Retail uses.

Mr. Shacklett advised the applicant was requesting to develop a 7-Eleven convenience store with six fuel pumps on the southwest corner of Renner and North Star Roads. The 1.58-acre site is part of a larger 12.8-acre PD Planned Development that currently has a Kids R Kids childcare center, the Evergreen Senior Living facility (Evergreen), and a 4.8-acre undeveloped tract along Renner Road.

Mr. Shacklett reported there will be an outdoor seating area on the north side of the convenience store covered by a trellis, and that the applicant was requesting a variance for reduced internal stacking at the fuel pumps. He added that the site will have two points of entry – one along North Star Road at the existing entry by Evergreen, which is a shared mutual access easement, and a driveway along Renner Road.

Mr. Shacklett pointed out the PD regulations require that the site must be in harmonious design with the other facilities on the site including building materials and color, as well as with the Breckinridge Corners Shopping Center on the northwest corner of Renner and North Star Roads. He added that canopy for the fuel pumps will be made of the same stone and brick as the convenience store and will have the typical orange, green and red stripe corporate logo on an off-white background.

In closing his presentation, Mr. Shacklett noted that five letters had been received in support of the request and one in opposition.

Vice Chair Hammond asked if the roof was made of metal because he did not remember if the other buildings had metal roofs.

Mr. Shacklett replied that the roofs of the building at the Breckinridge Shopping Center were metal, and noted that the required images and design palette were listed on Exhibits H1 and H2.

Commissioner Maxwell asked about the 40-foot wide work easement that appeared to have an encroachment of the mechanical easement.

Mr. Shacklett replied that was a temporary work easement for the construction of Evergreen.

Commissioner Bright asked if there would be a concern with people walking in the street or driveway to get to the 7-Eleven, especially the residents from Evergreen.

Mr. Shacklett replied that the Evergreen residents could walk out of their facility to a sidewalk then over to the convenience store.

With no further questions for staff, Chairman Gantt opened the public hearing.

Mr. Richard Ferrara, 405 N. Waterview, Richardson, Texas, addressed the Commission noting that prior to submitting their application, he and his associate met with staff from the City, including the Fire Marshal's office and the Planning Department, to review not only the plans for the 7-Eleven, but also the plans for development of a veterinary clinic on the remaining 4.8-acre tract so they could coordinate fire lanes, fire hydrants, and mutual access easements. He added that the veterinary clinic would not require zoning because of the way the PD was written, but would come before the Commission for site plan and design compatibility approval.

Mr. Ferrara pointed out that the curved lines Mr. Hammond asked about in the briefing session was the area where the fuel delivery trucks would locate and stated that 7-Eleven was very cautious about the movement of the trucks and how they impacted other elements of the site. He added that the delivery truck will be parked at an angle to allow vehicles to pass on either side.

Mr. Ferrara explained the reason for the request for the vehicle stacking variance was due to the fact that the base zoning ordinance requires two waiting stalls beyond the gas pumps, which is not applicable on this site. He added there will be ample space at the pumps with over four car lengths in width, including the two vehicles at the pumps.

Mr. Ferrara indicated that 7-Eleven was very aware of the importance of the intersection to the community and took that into consideration when designing the site with more space, outdoor seating, and increased the landscaping from the City required 7 percent to 37 percent. He added that they would also be using LED exterior lights to eliminate light glare and bleed over into the neighborhood.

In concluding his presentation, Mr. Ferrara reported that he and his associate had taken the time to meet with the local Homeowners Associations (HOAs) and the positive responses received were a result of that effort.

Commissioner Hand asked if there was any possibility that a boutique grocery store could locate on the remaining property along Renner Road, similar to the Aldi grocery store on Belt Line Road across from Richardson Square.

Mr. Ferrara explained that before 7-Eleven became interested in the property, he and his associate had been searching for a viable boutique food store, such as Trader Joe's, but they were too big for the site and not interested in building from the ground up.

Regarding the possibility of Aldi building on the site, Mr. Ferrara reported that Aldi had more of a small warehouse appeal and probably would not be a suitable for the neighborhood, but size wise it could fit on the property.

Commissioner DePuy asked if outside storage would be allowed, and Chairman Gantt mentioned that he had noticed other 7-Eleven locations with outside storage of merchandise.

Mr. Ferrara replied that 7-Eleven would not allow outside storage with the exception of the propane transfer cage, which will be located to the side of the building. He added that 7-Eleven is moving toward eliminating any type of outdoor storage.

Chairman Gantt said the outdoor seating area will be a nice amenity, and it had been mentioned that 7-Eleven will police the area to make sure it maintains its appeal, but he was wondering if in the final design a window could be placed on the side of the building facing the seating to allow employees the opportunity to monitor the area.

Mr. Ferrara replied they had asked that same question to 7-Eleven and there was a possibility of making that change. He also suggested extending the sidewalk near the outdoor seating to the southern property line to accommodate the seniors from Evergreen.

Commissioner Hand asked about the veterinary clinic and if it would come back before the Commission.

Mr. Ferrara replied that the veterinary clinic would come before the Commission for approval of site plan and elevations, but not for approval on zoning or land use.

Chairman Gantt called for any other comments in favor or opposed, and with no other comments the public hearing was closed.

Commissioner Bright asked if the Commission could include a recommendation for a sidewalk between the outdoor seating area and the southern property line.

Mr. Shacklett replied that if a motion to approve was made, and the sidewalk recommendation was part of that motion, the staff could update the plan before it went to City Council.

Chairman Gantt asked if that recommendation was appropriate to add during the zoning process.

Mr. Shacklett replied that it would be appropriate to add that recommendation during the zoning process in addition to any prohibition on outdoor storage.

Chairman Gantt noted that although 7-Eleven reported they were moving away from having outdoor storage, he would like the Commission to consider adding the prohibition and the possibility of a sidewalk to the southern property line to the motion.

Commissioner Bright asked how the motion should be worded – would it be necessary to list items to be excluded.

Mr. Shacklett replied that under the outdoor storage and display section of the City’s zoning regulations there is a section that states “there shall be none except for. . . “ and gives some small dimensions that would still allow a clear walking path; however, the Commission could prohibit any outdoor storage with the exception of the propane transfer cage.

Commissioner Hand remarked that he would like the applicants to continue their dialogue, if possible, to get a grocery retailer on the remaining parcel, and realized that the situation would be market driven, but wanted his comments on the record.

Chairman Gantt agreed that a grocery store would be welcomed in the area, but pointed out that by the time the City changed their alcohol sales ordinance, most of the major grocery chains had moved on to other cities. He added that the proposed design was one of the nicest 7-Elevens he had seen especially with the outdoor seating and small number of fuel pumps.

Commissioner DePuy thought the 7-Eleven was a better choice for the location than a grocery store because of the traffic and congestion that a grocery store would bring.

Commissioner Frederick asked if a limit was put on the outdoor storage would the Commission have to specifically list the dimensions, or would they have to list each allowable item individually.

Mr. Shacklett replied that the Commission should probably limit it to product instead of dimension and should be specific about the items allowed.

Chairman Gantt reminded everyone that propane tanks could not, by law, go inside the store, and if the motion prohibited all outdoor storage that would keep 7-Eleven from doing cylinder exchange at the store.

Commissioner Bright asked if the applicant knew if 7-Eleven was looking at limiting their outdoor storage to firewood and propane exchange.

Mr. Ferrara replied that 7-Eleven wanted to preserve the propane transfer cage and the Red Box DVD kiosk, both of which would be located away from the front of the building.

Mr. Brian Nebel, representing 7-Eleven, 5413 Sonoma Drive, Forth Worth, Texas, said 7-Eleven would be agreeable to limiting outdoor storage to the Red Box and propane transfer cage only.

Mr. Shacklett advised that the Red Box was covered under a separate section of the ordinance for vending machines and was allowed.

Motion: Commissioner Frederick made a motion to recommend approval of Item 5 as presented and limiting outdoor storage to propane tanks; second by Commissioner Maxwell.

Commissioner DePuy asked if the request for a sidewalk to the southern property line needed to be added to the motion.

Mr. Shacklett replied if the Commission wanted to add it as a requirement then it should be part of the motion. No change was made to the motion.

Motion passed 7-0.



Staff Report

TO: City Council

THROUGH: Sam Chavez, AICP, Assistant Director – Development Services

FROM: Chris Shacklett, Planner **CS**

DATE: December 15, 2011

RE: **Zoning File 11-22:** 7-Eleven – Renner Road and North Star Road

REQUEST:

Special Permit for a motor vehicle service station with modified development standards at the southwest corner of Renner Road and North Star Road.

APPLICANT:

Richard Ferrara

PROPERTY OWNER:

Doug Huey, President – Moroney Renner 37 LP

TRACT SIZE AND LOCATION:

1.58-acre site, southwest corner of Renner Road and North Star Road.

EXISTING DEVELOPMENT:

The site is undeveloped.

ADJACENT ROADWAYS:

Renner Road: Six-lane, divided arterial; 23,900 vehicles per day on all lanes, eastbound and westbound, east of North Star Road (May 2011).

North Star Road: Four-lane, divided arterial; 10,900 vehicles per day on all lanes, northbound and southbound, south of Renner Rd (May 2011).

SURROUNDING LAND USE AND ZONING:

North: Retail/Commercial; PD Planned Development/LR-M(1) Local Retail
South: Multi-Family/Group Quarters; PD Planned Development
East: Multi-Family/Group Quarters; PD Planned Development
West: Vacant; PD Planned Development

FUTURE LAND USE PLAN:

Neighborhood Service

Service-related uses such as retail sales; personal services; entertainment; recreation; and office uses oriented to the immediate area.

Future Land Uses of Surrounding Area:

North: Neighborhood Service
South: Neighborhood Service
East: Multi-Family Residential
West: Neighborhood Service

EXISTING ZONING:

PD Planned Development for LR-M (2) Local Retail uses (Ordinance No. 3752 & 3829).

TRAFFIC/ INFRASTRUCTURE IMPACTS:

The requested zoning amendment will not have any significant impacts on the surrounding roadway system or the existing utilities in the area.

STAFF COMMENTS:

Background:

The 1.58-acre tract is part of a larger 12.8-acre tract for which a master land use plan (Exhibit G) and conceptual architectural images (Exhibits H-1 & H-2) have been approved. The 12.8-acre tract allows development in accordance with the LR-M (2) Local Retail uses subject to special conditions with regard to architectural design, exterior construction, landscaping, lighting, screening, mutual access, master land use plan and conceptual architectural image requirements per Ordinance No. 3752. In August 2011, Ordinance No. 3829 was adopted which removed the restriction on a maximum of two (2) pad sites for the 12.8-acre tract. The sites to the south of the proposed 7-Eleven have developed as a childcare center and a senior independent living facility. The remainder of the 12.8-acre tract fronting Renner Road is currently vacant.

The proposed facility will have access from Renner Road and North Star Road with right in/right out driveways, both of which are served by a right turn deceleration lane. The building will face Renner Road with the canopy and six (6) double-side gasoline pumps located between the building and Renner Road. Parking will be located along the front of the building and along the east side of the building. A covered patio with a wooden trellis and tables will be located on the east side of the building providing an outdoor seating area. A landscape buffer including berms, trees, shrubs, and a meandering sidewalk will be provided along Renner Road and North Star Road per the PD requirements.

Proposed Development:

- Building Size: 3,178-square foot convenience store with a canopy covering six (6) double-sided gas pumps.
- Building Materials: The building will be constructed with brick, stone, and accent materials and will be of a harmonious design, utilizing similar styles, materials, colors, and lighting to match the adjacent buildings per the PD requirements (Ord. No. 3752).
- Setbacks:
 - Front: 40 feet along Renner Road and North Star Road.
- Landscape Buffer:
 - 30 feet along Renner Road and North Star Road.
- Height: 23'9" (midpoint of tower).
- Floor Area Ratio: 0.046:1 / Maximum 0.50:1 Allowed.
- Landscaping Percentage: 39% proposed, 7% required.
- Building Orientation: The building faces north toward Renner Road. Access to the site is provided from Renner Road and North Star Road.
- Number of Parking Spaces: 20 proposed; 10 required.

Other Related Requests:

Allow reduced internal stacking at the gas pumps as shown on the attached concept plan (Exhibit "B") (Chapter 21-59) - A variance to allow reduced internal stacking at the gas pumps will be required for the site. The City of Richardson Subdivision and Development Ordinance requires that gas pumps be located so as to provide adequate parking spaces for one (1) vehicle at each pump and one (1) vehicle waiting behind those using the pumps (waiting space), with a minimum of three (3) feet between such spaces. This requirement, however, was most likely intended for gas stations that would provide a single row of gas pumps rather than the proposed double-stacked configuration. As proposed, approximately 12,100 square feet or ¼ acre of concrete paving is eliminated from the site. A similar request was recently approved for QuikTrip at Belt Line Road and Inge Drive.

Canopy Elevations –Staff suggested that the stripes be removed from the canopy; however, the applicant states that 7-Eleven is reluctant to make this change as it represents their corporate identity. However, the applicant has changed the background color behind the stripes from white to a beige color similar to the accent materials on the building to reduce the contrast with the red, orange, and green stripes. In addition, with the exception of the 7-11 emblems on the canopy, the canopy's fascia will not be lighted.

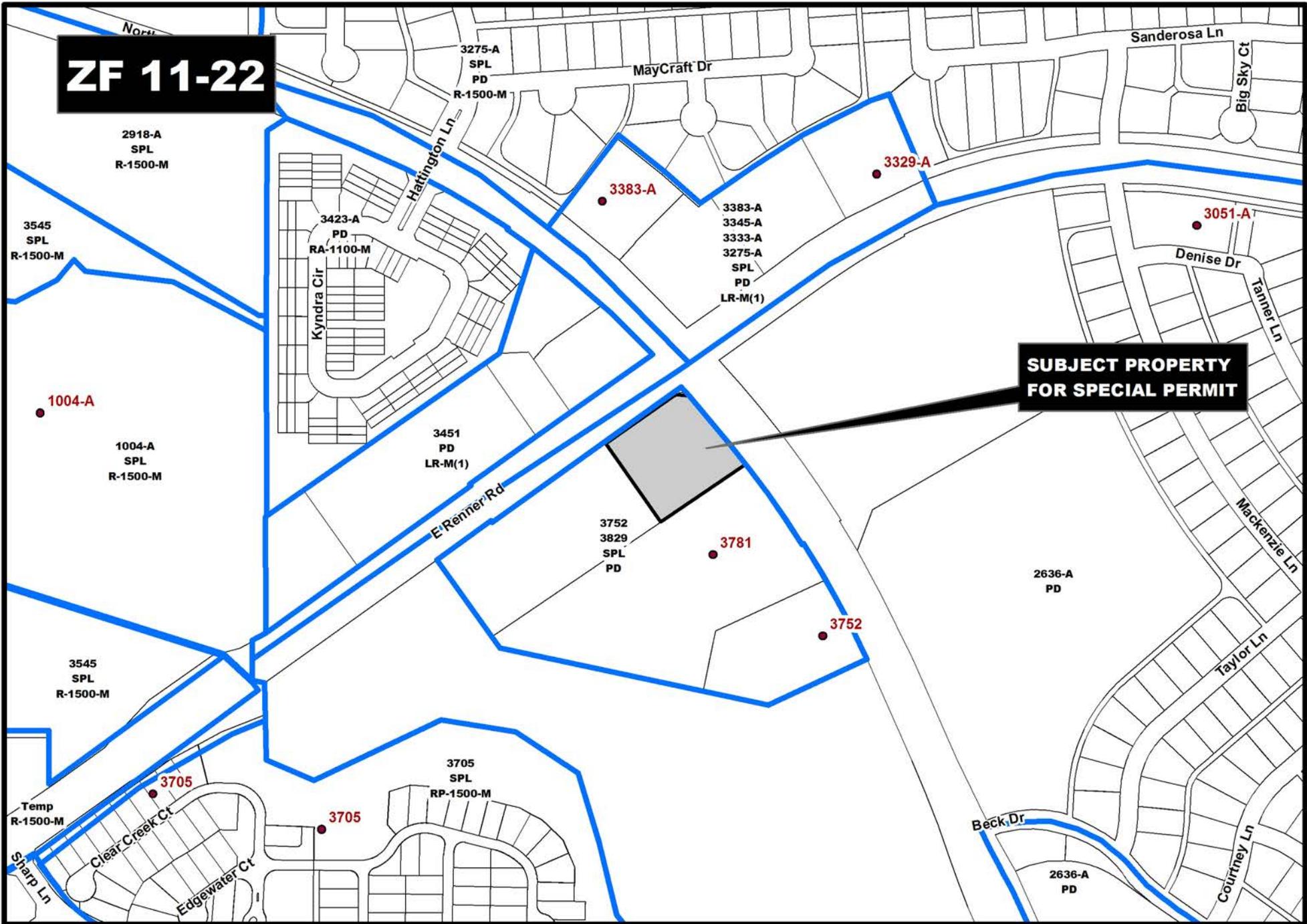
Correspondence: As of this date, seven (7) letters in support and (1) letter in opposition have been received.

Motion: On December 6, 2011, the City Plan Commission recommended approval on a vote of 7-0 of the request subject to the following conditions:

1. A motor vehicle service station shall be allowed as defined in the Comprehensive Zoning Ordinance and limited to the area shown on the attached concept plan, marked as Exhibit “B” and made a part thereof.
2. The motor vehicle service station shall be constructed in substantial conformance with the attached concept plan (Exhibit “B”) and building and canopy elevations (Exhibits “C-1” & “C-2”).
3. A variance to allow reduced internal stacking at the gas pumps as shown on the attached concept plan (Exhibit “B”) shall be allowed.

The Commission also recommended the following condition regarding outdoor storage and display.

4. The only outdoor storage and display of merchandise allowed shall be for propane tanks.



ZF 11-22 Zoning Map

Updated By: shacklett, Update Date: November 21, 2011
 File: DSI\mapping\Cases\Z\2011\ZF1122\ZF1122 zoning.mxd

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



ZF 11-22



**SUBJECT PROPERTY
FOR SPECIAL PERMIT**

ZF 11-22 Aerial Map

Updated By: shacklett, Update Date: November 21, 2011
File: DSI\Mapping\Cases\Z\2011\ZF 1122\ZF 1122 ortho.mxd

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.





**Subject
Property**

Renner Rd

North Star Rd

**Undeveloped
4.8 Acres**

Evergreen at Richardson
Building Healthy Communities
Senior Living

Kids R Kids
Schools of Quality Learning



**Oblique Aerial
Looking North**



SWC Renner Rd & North Star Rd - November 2011





(3)

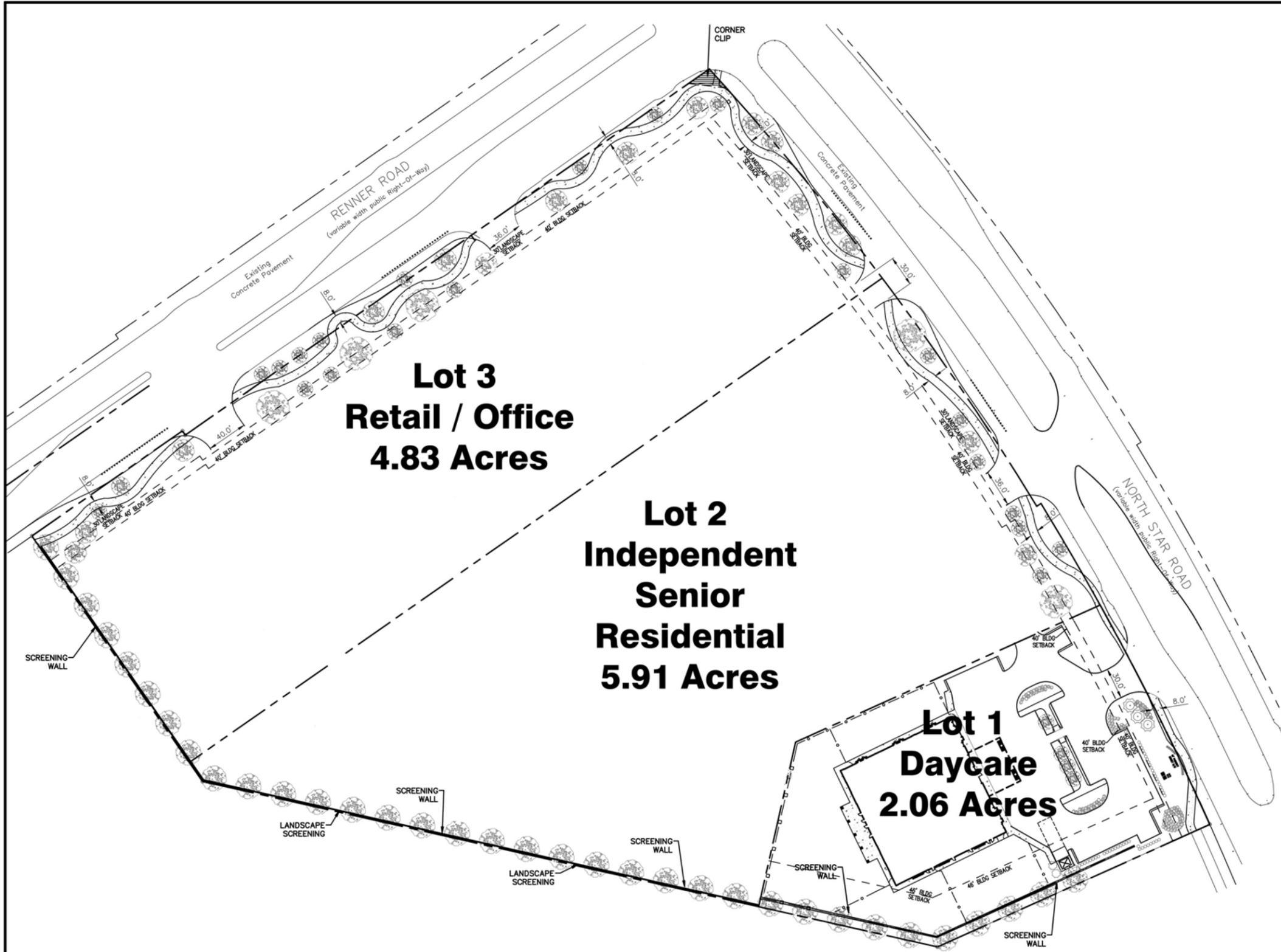
**Looking West along
South Property Line**

SWC Renner Rd & North Star Rd - November 2011

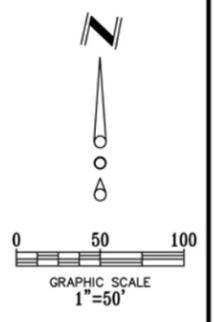


(4)

**Looking Southwest
from Subject Property**



SITE DEVELOPMENT STANDARDS	
GROSS DEVELOPMENT AREA	12.8 ACRES
EXTERIOR SETBACKS:	
NORTH STAR FRONTAGE	
LANDSCAPE	30 FEET
BUILDING	40 FEET
RENNER ROAD FRONTAGE	
LANDSCAPE	30 FEET
BUILDING	40 FEET
ADJOINING PROPERTY FRONTAGE	
BACKYARD	46 FEET FOR DAYCARE LOT
BUILDING	60 FEET FOR ALL OTHER LOTS
SIDEYARD	46 FEET
INTERIOR SETBACKS	NO INTERIOR SETBACKS



Lot 3
Retail / Office
4.83 Acres

Lot 2
Independent Senior Residential
5.91 Acres

Lot 1
Daycare
2.06 Acres

Exhibit G - Revised Master Land Use Plan

MASTER LAND USE PLAN
BRECKINRIDGE COMMONS IMPROVEMENTS
CITY OF RICHARDSON
COLLIN COUNTY, TEXAS

O'DONALD ENGINEERING LLC
F-8885
1601 E. Lamar Blvd, Suite 210
Arlington, Texas 76011
Phone 817.794.0202
Fax 817.548.8430

DATE	7/8/2010
SCALE	1"=50'
JOB NO.	0009016
SHEET	C1
REVISED	

DISCLAIMER:
THE MASTER CONCEPT PLAN REFLECTS A GENERAL PROJECTION OF LAND USE. THE EXACT LOT, BUILDING, PARKING, LANDSCAPING, AND DRIVE CONFIGURATIONS ARE SUBJECT TO CHANGE.

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CONCEPTUAL ARCHITECTURAL IMAGES
CITY OF RICHARDSON



The proposed development located on the Southwest corner of Renner Road and North Star Road intends to continue the same Architectural features, materials and color palette used on the existing developments located to the Northeast and Northwest across the tract. The Exterior materials and color palette including brick, natural stone, stucco, awnings and standing seam metal roofs are used consistently throughout the development to create a cohesive design.



CONCEPTUAL ARCHITECTURAL IMAGES
CITY OF RICHARDSON



The proposed development located at the Southwest corner of Renner Road and North Star Road intends to continue the same Architectural features, materials and color palette used on the existing developments located to the Northeast and Northwest across the tract. Photos of the existing development show examples of the Architectural features such as the tower at the entrance with archways and standing seam metal roofs.



For a number of years this area has had a demand for any style of convenience food store & gas sales. Previously other attempts to acquire a Special Permit have failed simply due those applicants desire for a facility that was out of scale for the location ~ in that they were simply too large.

The Planned Development regulations that control the architectural design & materials for commercial buildings around this intersection continue to be applied to a 7-Eleven store proposed on the southwest corner.

7-Eleven is prepared to construct a one-of-a-kind facility that honors the intent & spirit of those regulations on a site that is approximately 40% larger than normally required. The reason is simply to create a heavily landscaped site where in the landscaping is as important as the architecture. As seen on the concept plan (which is to be part of the approving ordinance) the typical 30' landscape easement has been enhanced with berms, shrubs & meandering sidewalks along both street frontages. Likewise large open spaces are adjacent to both ends of the building.

But most importantly this facility will provide needed services to the surrounding residents as well as capturing sales tax revenues that are now going to the adjacent communities.



Notice of Public Hearing

City Plan Commission • Richardson, Texas

An application has been received by the City of Richardson for a:

SPECIAL PERMIT

File No./Name: ZF 11-22 / 7-Eleven Motor Vehicle Service Station
Property Owner: Doug Huey, President / Moroney Renner 37 LP
Applicant: Richard Ferrara
Location: SW Corner of Renner Road and North Star Road.
(See map on reverse side)
Current Zoning: PD – LR-M(2) Local Retail District
Request: Special Permit for a motor vehicle service station with modified development standards.

The City Plan Commission will consider this request at a public hearing on:

TUESDAY, DECEMBER 6, 2011
7:00 p.m.
City Council Chambers
Richardson City Hall, 411 W. Arapaho Road
Richardson, Texas

This notice has been sent to all owners of real property within 200 feet of the request; as such ownership appears on the last approved city tax roll.

Process for Public Input: A maximum of 15 minutes will be allocated to the applicant and to those in favor of the request for purposes of addressing the City Plan Commission. A maximum of 15 minutes will also be allocated to those in opposition to the request. Time required to respond to questions by the City Plan Commission is excluded from each 15 minute period.

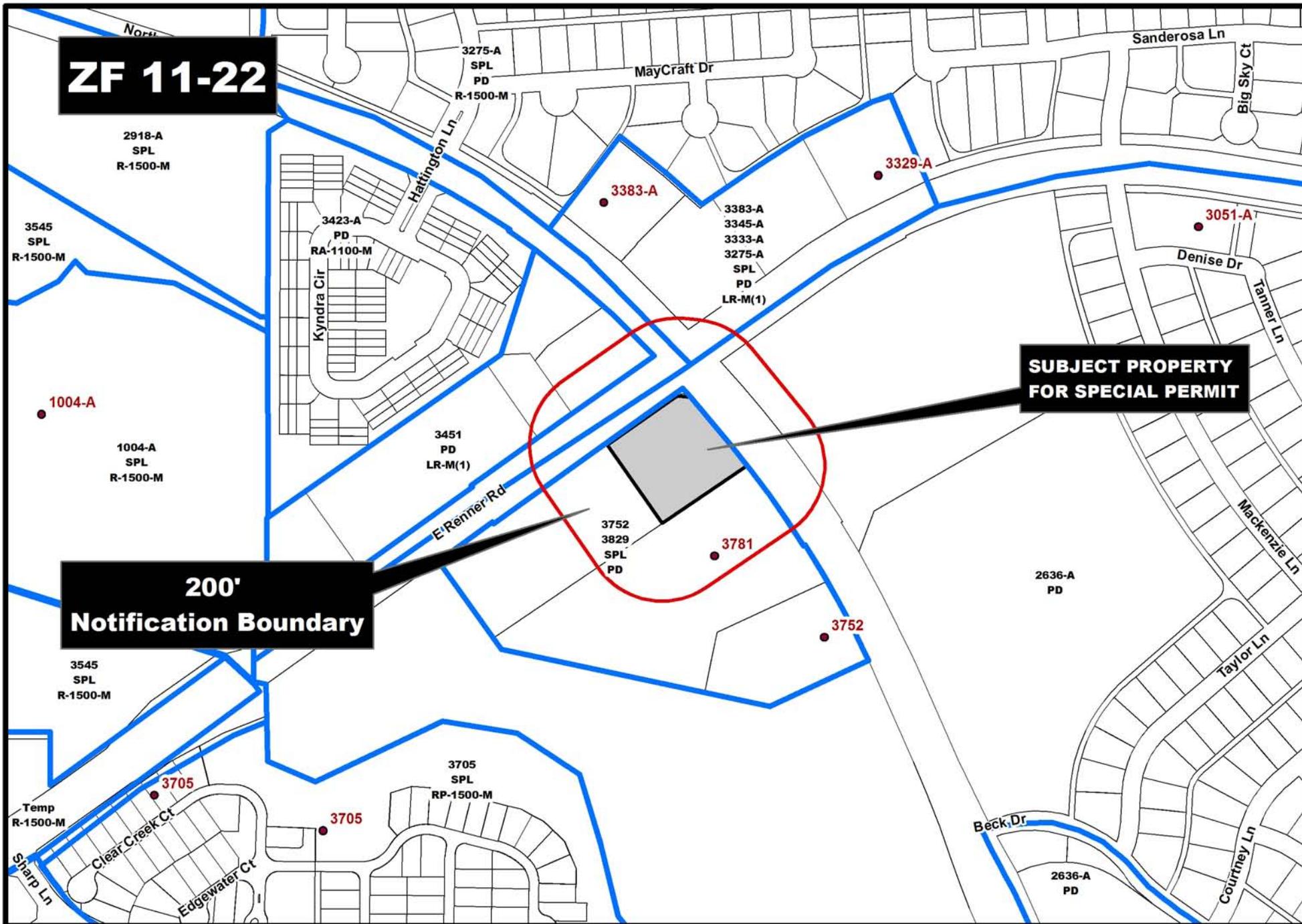
Persons who are unable to attend, but would like their views to be made a part of the public record, may send signed, written comments, referencing the file number above, prior to the date of the hearing to: Dept. of Development Services, PO Box 830309, Richardson, TX 75083.

The City Plan Commission may recommend approval of the request as presented, recommend approval with additional conditions or recommend denial. Final approval of this application requires action by the City Council.

Agenda: The City Plan Commission agenda for this meeting will be posted on the City of Richardson website the Saturday before the public hearing. For a copy of the agenda, please go to: <http://www.cor.net/DevelopmentServices.aspx?id=13682>.

For additional information, please contact the Dept. of Development Services at 972-744-4240 and reference Zoning File number ZF 11-22.

Date Posted and Mailed: 11/23/11



ZF 11-22 Notification Map

Updated By: shacklett, Update Date: November 21, 2011
 File: DSI\mapping\Cases\Z\2011\ZF1122\ZF1122 notification.mxd

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



PAPACHRISTOS FAMILY TRUST
PAPACHRISTOS ELIAS & VASSO-TR
4316 MARINA CITY DR UNIT 1019
MARINA DEL REY, CA 90292-5820

GERARD LIONEL FAMILY TRUST THE
GERARD STEPHEN K & TRUDY LIONE
664 NOE ST
SAN FRANCISCO, CA 94114-2530

MORONEY RENNER 37 LP
3102 OAK LAWN AVE STE 202
DALLAS, TX 75219-6400

GERARD STEPHEN K &
TRUDY LIONEL
664 NOE ST
SAN FRANCISCO, CA 94114-2530

JPMORGAN CHASE BANK
C/O SAXON MORTGAGE SERVICES IN
4708 MERCANTILE DR
FORT WORTH, TX 76137-3605

RICHARD FERRARA, CONSULTANT
405 N. WATERVIEW DRIVE
RICHARDSON, TX 75080

AMLI/BPMT BRECKINRIDGE
PARTNER
200 W MONROE ST STE 2200
CHICAGO, IL 60606-5070

EVERGREEN RICHARDSON SENIOR CO
5605 N MACARTHUR BLVD STE 580
IRVING, TX 75038-2694

DOUG HUEY, PRESIDENT
MORONEY RENNER 37 LP
3102 OAKLAWN AVE, #202
DALLAS, TX 75219

ZF 11-22
Notification List

Correspondence in Support of Application



7-11 at Renner and North Star Rds.

captainji

to:

Chris.Shacklett

12/04/2011 09:08 AM

Hide Details

From: captainji@aol.com

To: Chris.Shacklett@cor.gov

Mr Shacklett

As a long time Richardson property owner in the area, I strongly support the 7-11 being allowed to have fuel sales.

Regards

James Ingram



7-11 at Renner and Northstar

chad schroder

to:

Chris.Shacklett@cor.gov

12/05/2011 07:46 PM

Hide Details

From: chad schroder <schroders252@yahoo.com>

To: "Chris.Shacklett@cor.gov" <Chris.Shacklett@cor.gov>

Please respond to chad schroder <schroders252@yahoo.com>

City Planning Commission of Richardson

c/o Chris Shacklett

Mr. Shacklett-

I just wanted to let you know that I support the 7-11 that is planned for Renner and Northstar in Richardson. I work in Richardson and think it will be a nice addition to the stores that already exist. Especially since there are few to no spots on Renner to get gas!

Thank you,

Brooke Schroder



7-11 gas pumps
Don Ramsey
to:
Chris.Shacklett
12/05/2011 08:09 PM
Hide Details
From: Don Ramsey <don_ramsey@att.net>

To: Chris.Shacklett@cor.gov

Chris,

I am in favor of allowing the 7-11 at the corner of Renner and Northstar Roads being allowed to install gas pumps. I have been a Richardson resident for almost 23 years.

Don Ramsey
2713 Sherrill Park Drive



Proposed Convenience Store Re: City Plan Commission, 12/06/2011
Ed Whitehill
to:
chris.shacklett
12/05/2011 09:38 PM
Hide Details
From: Ed Whitehill <ed.whitehill@gmail.com>

To: chris.shacklett@cor.gov

Dear Mr. Shacklett: I strongly support approval of the above referenced proposal. Not only will a business of this type compliment the Full Service Car Wash we operate at 4001 East Renner Road, it is complementary to the other services presently available in the immediate area as well. Additionally, the business proposed provides services not conveniently available to the residences of the area. Thank you for your consideration. Ed Whitehill



Renner N Star proposal - 7-11
Andrew Laska to: Chris.Shacklett

12/06/2011 05:24 PM

Chris,

I just wanted to drop a line to say I support the 7-11 project at Renner and N Star. I support gas being sold at that location.

--

Regards,
Andrew Laska
502 Hyde Park



Proposed 7 Eleven at North Star and Renner
Erica Erickson, DVM
to:
Chris.Shacklett
12/08/2011 02:43 PM
Hide Details
From: "Erica Erickson, DVM" <ericaedvm@bpah.net>

To: <Chris.Shacklett@cor.gov>

Please respond to "Erica Erickson, DVM" <ericaedvm@bpah.net>

Dear Mr. Shacklett,

I am emailing to support the building of a new 7 Eleven gas station and convenience store at the corner of North Star and Renner Roads. I have lived and worked in East Richardson for 8 years, very close to the proposed location, and think it would be a great addition to the area. I currently have to drive into Garland or Plano to fill up. It will be great to have a station close by.

Erica L. Erickson, DVM (home - 3313 Hayley Court, Richardson 75082)
Breckinridge Park Animal Hospital - an AAHA Accredited Hospital www.healthypet.com
3600 North Star Road, Suite 100 (NW corner of Renner and North Star Road next to Walgreens)
Richardson, TX 75082
972-690-6900 Phone
972-690-6500 Fax
CLIENTCARE@BPAH.NET



7-Eleven @ Renner & North Star

Mark Erickson

to:

Chris.Shacklett

12/12/2011 11:35 PM

Hide Details

From: "Mark Erickson" <marke5860@sbcglobal.net>

To: <Chris.Shacklett@cor.gov>

Mr. Shacklett,

As a resident of the Knolls at Breckinridge, I would like you to vote in favor of the 7-Eleven at Renner and North Star. My family has lived here for over 12 years and are tired of having to go to Plano or Garland just to get gas and groceries. It will be a welcome addition to the other retail businesses at this intersection. Thanks.

Regards,
Mark Erickson

Correspondence in Opposition of Application



To: "Chris Shacklett" <Chris.Shacklett@cor.gov>,
Cc: "Michael Spicer" <Michael.Spicer@cor.gov>, "Chavez Sam" <Sam.Chavez@cor.gov>,
Bcc:
Subject: Fwd: Proposed Gas Station at Renner and North Star
From: Dave Carter/CH/Cor - Sunday 11/27/2011 03:08 PM

FYI.

Begin forwarded message:

From: "ron P" <ron.p121@gmail.com>
Date: November 27, 2011 2:59:36 PM CST
To: ron.p121@gmail.com
Subject: Proposed Gas Station at Renner and North Star

Hi,

I am a City of Richardson citizen and live near Renner and North Star where a zoning change has been proposed. I talked to some of my neighbors and we oppose the gas station at the south-west corner of Renner and North Star because of the following:

1. There are multiple gas stations and stores along Renner, Campbell and Plano Parkway and there is absolutely no need for a new gas station at Renner and North Star
2. A gas station near residential areas and daycare/school will be a fire hazard
3. Gas stations are connected to increasing crime rates in the surrounding areas and possible drug/smoke abuse that we totally want to avoid
4. The gas station will cause light spill/trespass and light pollution
5. It will add to noise and cause sound pollution
6. It is not consistent with the community's vision and will add unnecessary clutter. It will be too close to schools, daycare, and a senior living
7. It will add traffic to an already busy intersection - Renner and North Star and make it worse for residents by increasing cut through traffic
8. Oil tankers will start using Renner Road making it an unsafe route.
9. It will cause more air pollution in a residential neighborhood due to fumes, extra traffic, etc.
10. Leaking underground gas tanks are one one of the biggest creators of brownfield sites and that is not a vision for our community.

We request you to oppose the gas station on our behalf. Proposed land use could be office space, or a small grocery store (Aldi's/Trader's Joe or similar).

Thanks,
Ron

ORDINANCE NO. 3752

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, SO AS TO GRANT A CHANGE IN ZONING FOR A 12.80-ACRE TRACT OF LAND DESCRIBED IN EXHIBIT "A-1" FROM PD PLANNED DEVELOPMENT FOR LR-M(2) USES WITH SPECIAL CONDITIONS TO PD PLANNED DEVELOPMENT FOR LR-M(2) USES WITH AMENDED SPECIAL CONDITIONS; AND TO GRANT A SPECIAL PERMIT FOR A CHILDCARE CENTER ON A 2.06-ACRE TRACT OF LAND DESCRIBED IN EXHIBIT "A-2", BEING A PART OF SAID 12.80-ACRE TRACT OF LAND DESCRIBED IN EXHIBIT "A-1"; BY REPEALING ORDINANCE NO. 2636-A WITH RESPECT TO THE 12.80-ACRE TRACT DESCRIBED IN EXHIBIT "A-1"; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO-THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE. (ZONING FILE 0901).

WHEREAS, the City Plan Commission of the City of Richardson and the governing body of the City of Richardson, in compliance with the laws of the State of Texas and the ordinances of the City of Richardson, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, the governing body, in the exercise of the legislative discretion, has concluded that the Comprehensive Zoning Ordinance and Zoning Map should be amended; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance and Zoning Map of the City of Richardson, Texas, duly passed by the governing body of the City of Richardson on the 5th day of June, 1956 as heretofore amended, be, and the same is hereby amended so as to grant a change in zoning for a 12.80-acre tract of land located at the southwest corner of Renner Road and North Star Road and being further described in Exhibit "A-1" from Planned Development District for LR M(2) uses to PD Planned Development District for LR-M(2) uses, with amended special conditions and to grant a Special Permit for a childcare center on a 2.06-acre tract of land located south of Renner Road, on the west side of North Star Road, and being more particularly

described in Exhibit “A-2” and as depicted in the Concept Plan as Exhibit “B” attached hereto and made a part hereof for all purposes, and which is hereby approved.

SECTION 2. That the 12.80-acre tract of land described in Exhibit “A-1” shall be developed and used only in accordance with the Concept Plan and following special conditions:

Special Conditions

1. Base Zoning District. The property shall be developed and used only in accordance with the zoning regulations for LR-M (2) Local Retail District except as otherwise provided herein.
2. Permitted Uses. All LR-M (2) Local Retail District uses shall be allowed.
3. Exterior Construction. All main buildings or other buildings facing a street shall be of masonry construction. Facades not facing streets or main parking areas shall be of finished quality, of the same materials and/or architectural finishes as the building front and shall be of a color and material which will blend with the remainder of the structure.
4. Landscaping. Along Renner Road and North Star Road, a 30-foot landscape and pedestrian strip shall be required within the property lines of the tract in addition to the standard 10-foot parkway required as street right-of-way. This landscape strip shall include ornamental trees and shrubs, a five (5) foot meandering sidewalk and berms at a maximum 3:1 slope. The berms and sidewalk shall be designed to meander throughout the landscape strip and parkway so that no visual separation is apparent between the landscape zone and parkway.

Underground irrigation shall be required and installation of this system, the landscaping and sidewalk shall be the responsibility of the owner. Maintenance of the landscaping shall be the responsibility of the abutting property owner.

5. Lighting. Exterior lighting features, whether attached to buildings or freestanding, shall be of harmonious design on each site for single or multiple buildings of common ownership. All lighting fixtures shall be of a downlight or indirect reflector type so as to minimize glare. If rear yard security lights are mounted over 10 feet above grade, they shall be placed along the rear property line and directed away from any adjacent residential use. A lighting plan, showing fixtures and lighting levels, shall be submitted to the City Plan Commission for its approval at the time of site plan review.
6. Architectural Design. All buildings within this tract shall be of harmonious design, utilizing similar styles, materials, colors and lighting, excluding the childcare center located on the 2.06-acre tract described in Exhibit “A-2”.

7. Intersection Improvements. Intersections of all collector streets and major thoroughfares shall contain decorative crosswalks constructed of enhanced paving materials, such as brick pavers or specialty concrete with distinct color, finish, and/or texture to provide an aesthetic identity feature throughout the Planned Development District.
8. Pad Sites. A maximum of two (2) pad sites and/or freestanding buildings shall be allowed within this tract; one site shall be a minimum of 25,000 square feet, and the other shall be a minimum of 40,000 square feet.
9. Trees. Trees shall be planted 35 feet on center along the required six (6) foot masonry screening wall adjacent to the southern property lines adjacent to the residential district.
10. Screening Wall. Along the southern property line, the required masonry screening wall shall be located as close to the existing retaining wall as practical. The exact location of the wall, and the type of materials used between the screening wall and existing retaining wall, shall be identified at the time of development plan approval.
11. Mutual Access Easement. The mutual access easement driveway may be realigned or modified to accommodate future development, but access to the site shall be maintained.
12. A master land use plan and conceptual architectural images shall be submitted to the City Plan Commission for review and recommendation to the City Council and approved by the City Council prior to the consideration and approval of any further zoning change, Special Permit, issuance of a building permit(s) or development plan applications for the remainder of the 12.80-acre tract.

SECTION 3. That a Special Permit for a childcare center is hereby granted for the 2.06-acre tract of land described in Exhibit "A-2" and being a part of the 12.80-acre tract of land and shall be developed and used in accordance with the provisions of section 2 above except as otherwise provided by the following special conditions:

1. Concept Plan. The childcare center shall be constructed in substantial conformance with the attached concept plan (Exhibit "B") and elevations (Exhibit "C-1" and Exhibit "C-2"), and incorporated herein and which are hereby approved.
2. Rear Yard Set Back. A forty-six (46) foot rear yard setback from the residential property to the south shall be allowed in lieu of the required sixty (60) foot rear yard setback.
3. Parking. A reduction in required parking from 57 spaces to 48 spaces shall be allowed.
4. Exterior Construction. A maximum of 25% non-masonry materials as designated on Exhibit "C-1" and Exhibit "C-2" shall be allowed.

5. Equipment. Air conditioning equipment shall be roof-mounted only.
6. Architectural Design. The architectural style of the childcare center shall be complimentary to the retail development across Renner Road to the north, but shall not restrict the design of future buildings within the tract.
7. Development Plan Approval. Prior to the issuance of a building permit, the City Plan Commission shall approve the Development Plans, including façade elevations, for the childcare center site.

SECTION 4. That the above-described tract of land shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Richardson, Texas, as heretofore amended, and subject to the aforementioned special conditions.

SECTION 5. That Ordinance No. 2636-A with respect to the 12.80-acre tract described in Exhibit “A-1” (Tract 5 of Ordinance No. 2636- A) is hereby repealed, but only in respect to such property, and all other provisions of the ordinances of the City of Richardson in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Richardson not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 8. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Richardson, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand dollars (\$2,000) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 9. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

DULY PASSED by the City Council of the City of Richardson, Texas, on the 8th day of June, 2009.

APPROVED:


MAYOR PRSO TEXAS

APPROVED AS TO FORM:


CITY ATTORNEY
(37265)

CORRECTLY ENROLLED:


CITY SECRETARY

EXHIBIT A-1
LEGAL DESCRIPTION
ZF 09-01
12.8 Acres

BEING a tract of land situated in the G.H. Pegues Survey, Abstract No. 700 and the M.R. Foster Survey, Abstract No. 332, Collin County, Texas and being a part of the tract described as the 60.254 acre Moroney Tract, as recorded in Volume 633, Page 636 of the Deed Records of Collin County, Texas and also being a part of the tract described as the 217.52 acre Moroney Tract, as recorded in Volume 624, Page 135 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the intersection of the south line of Renner Road (a 120 foot right-of-way at this point) with the west line of North Star Road (a 120 foot right-of-way at this point) as granted to the City of Richardson as described in Deed Records in Volume 2788, Page 902 of the Deed Records of Collin County, Texas;

THENCE S 41° 52' 36" E, 23.88 feet along said west line of North Star Road to a ½" iron pin with Red F-D cap set for corner;

THENCE in a southeasterly direction curve to the right, said curve having a chord bearing of S 36° 38' 46" E, a central angle of 10° 27' 39" and a radius of 2804.79 feet for an arc distance of 512.09 feet along said west line to a ½" iron pin found for corner;

THENCE N 58° 35' 03" E, 5.00 feet along said west line of North Star Road (a 110 foot right-of-way at this point) to a ½" iron pin found for corner;

THENCE in a southeasterly direction with a curve to the right, said curve having a chord bearing of S 27° 47' 32" E, a central angle of 07° 14' 50" and a radius of 2809.79 feet for an arc distance of 355.41 feet along said west line to a ½" iron pin with Red F-D cap set for corner;

THENCE S 65° 49' 53" W, 292.86 feet to an iron pin found for corner;

THENCE N 77° 20' 24" W, 739.20 feet to an iron pin found for corner;

THENCE N 34° 52' 36" W, 292.86 feet to a point in the south line of Renner Road (a 110 foot right-of-way at this point) to a ½" iron pin with Red F-D cap set for corner;

THENCE N 55° 07' 24" E, 180.00 feet along said south line to a ½" iron pin with Red F-D cap set for corner;

THENCE S 34° 52' 36" E, 5.00 feet along said south line of Renner Road (a 120 foot right-of-way at this point) to a ½" iron pin with Red F-D cap set for corner;

THENCE N 55° 07' 24" E, 626.92 along said south line to a "X" cut found for corner and a **Place of Beginning** and containing 12.800 acres (557,567 square feet) of land, more or less.

EXHIBIT A-2
LEGAL DESCRIPTION
Metes & Bounds
2.06 Acres

BEING all that certain lot, tract or parcel of land situated in the G.H. Pegues Survey, Abstract No. 700 and the M.R. Foster Survey, Abstract No. 332, Collin County, Texas, and being the 12.800 acre property described in deed to Moroney Renner 37, LP., called Tract 3, as recorded in Volume 4832 at Page 1769 (Instrument No. 2001-0004128) of the Deed Records of Collin County, Less and Except 10.74 acres and being more particularly described as follow:

POINT OF BEGINNING at an "x" found for the Northeast corner of said 12.800 acre tract at the intersection of the South right of way line of Renner Road (a 120 foot right-of-way at this point) with the West right of way line of North Star Road (a 120 foot right-of-way at this point) as granted to the City of Richardson as described in Volume 2788, Page 902 of the Deed Records of Collin County, Texas;

Thence South 41° 52' 36" East for a distance of 23.88 feet along said West line of North Star Road to a ½" iron pin with red F-D cap found for corner, said point being the beginning of a curve to the right having a radius of 2804.79 with and arc distance of 512.09 feet and a chord bearing South 36° 38' 46" East at a chord distance of 511.38 feet;

Thence in a Southeasterly direction along said curve to the right and continuing along the West right of way line of said North Star Road for an arc distance of 512.08 feet to a ½" iron pin found for corner;

Thence North 58° 35' 03" East and continuing along said West line of North Star Road (a 110 foot right-of-way at this point) for a distance of 5.00 feet to a ½" iron pin found for corner, said point being the beginning of a curve to the right having a radius of 2809.79 feet with an arc distance of 355.41 feet and a chord bearing South 27° 47' 32" East at a chord distance of 355.17 feet;

THENCE in a Southeasterly direction along said curve to the right and continuing along the West right of way line of North Star Road for an arc distance of 115.09 feet to a point, and said point being the **TRUE POINT OF BEGINNING**.

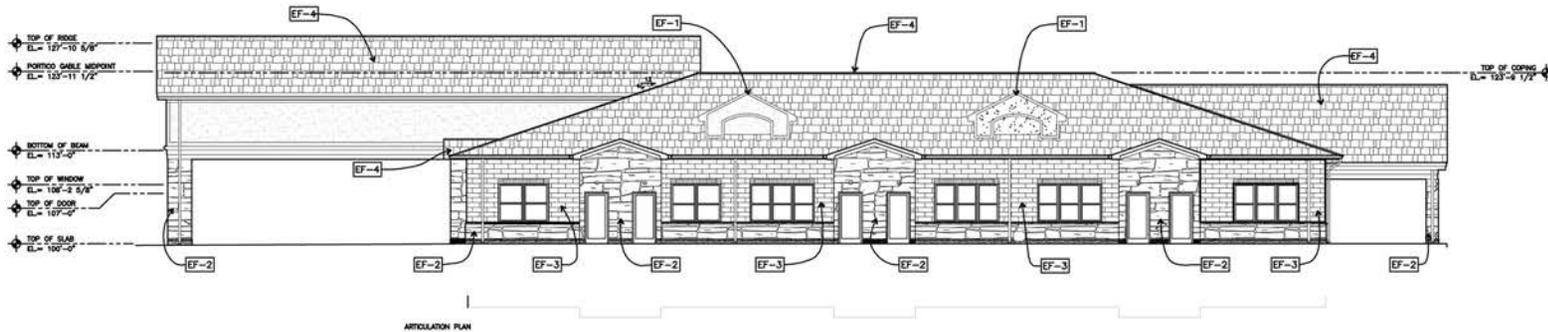
THENCE in a Southeasterly direction along said curve to the right and continuing along the West right of way line of North Star Road for an arc distance of 240.32 feet to a ½" iron pin with red F-D cap found for the Southeast corner of the aforesaid 12.800 acre tract, said point also being the Northeast corner of Lot 1 in Block 1 of Moroney West Addition, an addition to the City of Richardson, Collin County, Texas, as recorded in Cabinet "L", Page 989, of the Plat Records of Collin County, Texas

THENCE South 65° 49' 53" West and departing the West right-of-way line of North Star Road and along the common line of said Lot 1 in Block 1 of Moroney West Addition and said 12.800 acre tract for a distance of 292.86 feet to a ½" iron pin found for a corner;

THENCE North 77° 20' 24" West and continuing along the common line of said Lot 1 in Block 1 of Moroney West Addition and said 12.800 acre tract for a distance of 179.79 feet to a point for corner;

THENCE North 12° 39' 46" East and departing the South line of said 12.80 acre tract for a distance of 165.18 feet to a point for corner;

THENCE North 65° 49' 28" East for a distance of 327.48 feet to a point being the **TRUE POINT OF BEGINNING** and CONTAINING 2.06 ACRES OF LAND, more or less.



CONCEPTUAL DESIGN NORTH SIDE ELEVATION

SCALE: 1/8" = 1'-0"

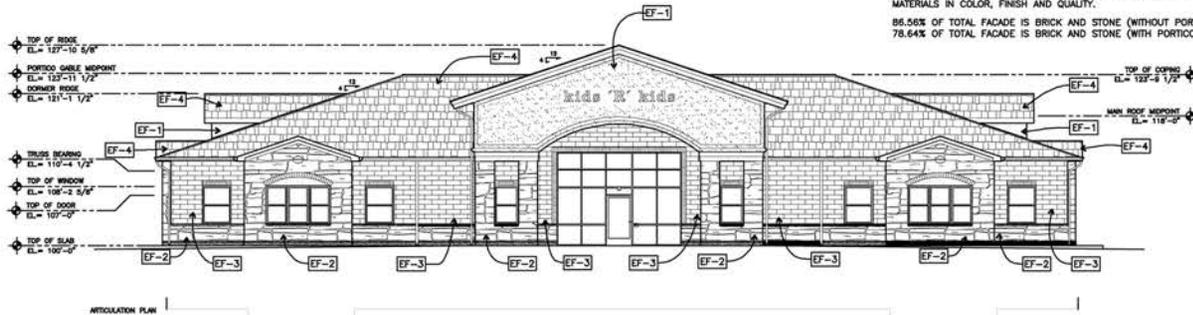
TOTAL FAÇADE AREA =	1436.44 SQUARE FEET	(WITHOUT PORTICO)
DOOR AND WINDOW AREA =	409.84 SQUARE FEET	(28.53% OF FAÇADE)
NET FAÇADE AREA =	1026.50 SQUARE FEET	
BRICK AND STONE AREA =	1026.50 SQUARE FEET	(100.00% OF NET FAÇADE)
ELEVATION FAÇADE MASONRY =		100.00% OF NET FAÇADE
TOTAL FAÇADE AREA =	1740.20 SQUARE FEET	(WITH PORTICO)
NET FAÇADE AREA =	1330.26 SQUARE FEET	
EIFS AREA (PORTICO) =	303.76 SQUARE FEET	(22.83% OF NET FAÇADE)
BRICK AND STONE AREA =	1026.50 SQUARE FEET	(77.17% OF NET FAÇADE)
ELEVATION FAÇADE MASONRY =		77.17% OF NET FAÇADE

EXTERIOR MATERIAL & FINISH SCHEDULE

EF-1	EIFS	DRYMT SANDPEBBLE FINISH - 383 HONEY TWIST
EF-2	STONE	CULTURED STONE - CHALK, COLOR: HILL COUNTRY
EF-3	BRICK	ACME BRICK - COLOR: COUNTRY FRENCH
EF-4	ROOF SHINGLES	DIMENSIONAL SHINGLES- 30 YR. LTD. WARRANTY - OWENS CORNING OAKRIDGE SHINGLE, COLOR: DRIFTWOOD
EF-5	PAINT	PAINT FOR ROOF CAPS AND VENT PIPES TO MATCH SHINGLE COLOR TRIM AND SIDING COLOR: SHERWIN WILLIAMS 7124 CRESENT MOON
	TRIM	DIMENSIONAL LUMBER AND FIBERGLASS FORMED MOULDINGS PAINT - SHERWIN WILLIAMS 7124 CRESENT MOON
	MORTAR	BROXMENT MORTAR - CUSTOM MORY COLOR TO COMPLIMENT STONE

NOTE: PRODUCTS PROPOSED ARE FOR APPROVAL PURPOSES ONLY. FINAL PRODUCTS ARE TO BE SELECTED BASED UPON AVAILABILITY AND ARE TO MATCH APPROVED MATERIALS IN COLOR, FINISH AND QUALITY.

86.56% OF TOTAL FAÇADE IS BRICK AND STONE (WITH PORTICO SIDE EIFS)
78.64% OF TOTAL FAÇADE IS BRICK AND STONE (WITH PORTICO SIDE EIFS)



CONCEPTUAL DESIGN EAST ELEVATION

SCALE: 1/8" = 1'-0"

TOTAL FAÇADE AREA =	1967.71 SQUARE FEET	
DOOR AND WINDOW AREA =	441.74 SQUARE FEET	(22.45% OF FAÇADE)
NET FAÇADE AREA =	1525.97 SQUARE FEET	
BRICK AND STONE AREA =	1134.05 SQUARE FEET	(74.34% OF NET FAÇADE)
EIFS AREA (GABLE & WINDOW) =	391.49 SQUARE FEET	(25.66% OF NET FAÇADE)
ELEVATION FAÇADE MASONRY =		74.34% OF NET FAÇADE

COMMENTS

REVISIONS	1	2	3	4	5	6
DATE						
BY						
REVISIONS						

DATE: 11/15/2011

PROJECT NUMBER: 11-00-01
 PROJECT NAME: KIDS R KIDS
 PREPARED FOR: [Redacted]
 ADDRESS: [Redacted]

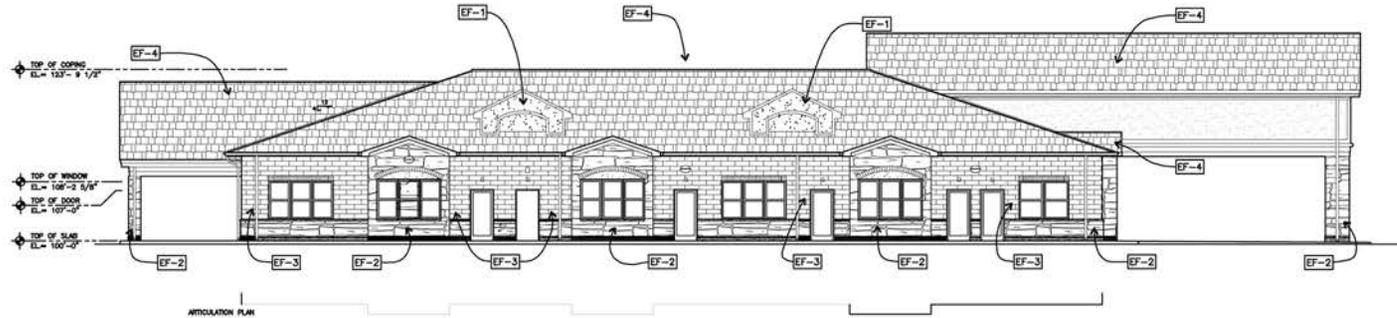
Engineer:
 address:
 city, state:

Kids R Kids
 NATIONAL QUALITY ASSURANCE

KIDS R KIDS
 North Star Road
 Fort Worth, Texas

EXTERIOR ELEVATIONS

SCALE 1/8" = 1'-0"



CONCEPTUAL DESIGN SOUTH SIDE ELEVATION
SCALE: 1/8" = 1'-0"

TOTAL FACADE AREA =	1436.44 SQUARE FEET	(WITHOUT PORTICO)
DOOR AND WINDOW AREA =	383.28 SQUARE FEET	(26.68% OF FACADE)
NET FACADE AREA =	1053.16 SQUARE FEET	
BRICK AND STONE AREA =	1053.16 SQUARE FEET	(100.00% OF NET FACADE)
ELEVATION FACADE MASONRY =		
TOTAL FACADE AREA =	1740.20 SQUARE FEET	(WITH PORTICO)
NET FACADE AREA =	1356.92 SQUARE FEET	
EIFS AREA (PORTICO) =	303.76 SQUARE FEET	(22.36% OF NET FACADE)
BRICK AND STONE AREA =	1053.16 SQUARE FEET	(77.62% OF NET FACADE)
ELEVATION FACADE MASONRY =		77.62% OF NET FACADE

EXTERIOR MATERIAL & FINISH SCHEDULE		
EF-1	EIFS	DRYVT SANDPEBBLE FINISH - 383 HONEY TWIST
EF-2	STONE	CULTURED STONE - CHALK, COLOR: HILL COUNTRY
EF-3	BRICK	ACME BRICK - COLOR: COUNTRY FRENCH
EF-4	ROOF SHINGLES	DIMENSIONAL SHINGLES- 30 YR. LTD. WARRANTY - OWENS CORNING OAKRIDGE SHINGLE, COLOR: DRIFTWOOD
EF-5	PAINT	PAINT FOR ROOF CAPS AND VENT PIPES TO MATCH SHINGLE COLOR TRIM AND SIDING COLOR: SHERWIN WILLIAMS 7124 CRESENT MOON
	TRIM	DIMENSIONAL LUMBER AND FIBERGLASS FORMED MOULDINGS PAINT - SHERWIN WILLIAMS 7124 CRESENT MOON
	MORTAR	BROXMENT MORTAR - CUSTOM IVORY COLOR TO COMPLIMENT STONE

NOTE: PRODUCTS PROPOSED ARE FOR APPROVAL PURPOSES ONLY. FINAL PRODUCTS ARE TO BE SELECTED BASED UPON AVAILABILITY AND ARE TO MATCH APPROVED MATERIALS IN COLOR, FINISH AND QUALITY.

86.56% OF TOTAL FACADE IS BRICK AND STONE (WITHOUT PORTICO SIDE EIFS)
78.64% OF TOTAL FACADE IS BRICK AND STONE (WITH PORTICO SIDE EIFS)



TOTAL FACADE AREA =	1788.00 SQUARE FEET	
DOOR AND WINDOW AREA =	266.18 SQUARE FEET	(14.88% OF FACADE)
NET FACADE AREA =	1521.82 SQUARE FEET	
BRICK AND STONE AREA =	1224.78 SQUARE FEET	(80.48% OF NET FACADE)
EIFS AREA (GABLE) =	297.04 SQUARE FEET	(19.52% OF NET FACADE)
ELEVATION FACADE MASONRY =		80.48% OF NET FACADE

CONCEPTUAL DESIGN WEST ELEVATION
SCALE: 1/8" = 1'-0"

CONSULTANT

REVISIONS

1	
2	
3	
4	
5	
6	
7	
8	

DATE: 11/14/24

PREPARED FOR:

PROJECT NUMBER: 11-01-01

DATE: 11/14/24

ENGINEER:

ADDRESS:

CITY, STATE:

Engineer
address
city, state

KIDS R KIDS
North Star Road
Forth Worth, Texas

EXTERIOR ELEVATIONS

SCALE: 1/8" = 1'-0"

A-2.2

ZONING FILE 09-01 - NOTICE OF PUBLIC HEARING CITY OF RICHARDSON, TEXAS

PUBLIC HEARING DATE & TIME: Monday, May 11, 2009, 7:30 p.m.

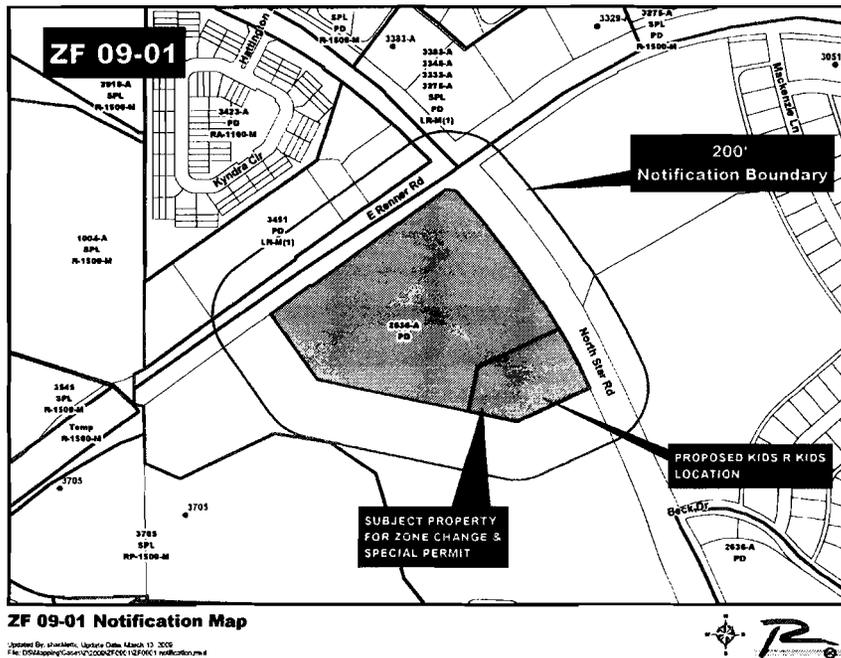
PLACE: Richardson Civic Center/City Hall, 411 W. Arapaho Rd., City Council Chamber.

PURPOSE OF THE HEARING: The City Council will consider a request by James P. Westbrook, representing Kids R Kids, for a Special Permit and to amend the PD to allow a childcare center at 3521 North Star Road, south of Renner Road, currently zoned PD Planned Development.

OWNER: Douglas E. Huey, Huey Investments

APPLICANT: James P. Westbrook, James Westbrook & Associates

FOR INFORMATIONAL PURPOSES ONLY - NOT PART OF ORDINANCE



PROCEDURE: Testimony will be limited to 20 minutes for proponents and 20 minutes for opponents. The applicant may reserve any portion of the allotted time for rebuttal following the opposition. Time required to respond to questions by the City Council is excluded from the 20-minute limitation. The City Council may approve or disapprove the request or approve more restrictive classifications.

All interested property owners are encouraged to attend this hearing. Persons wishing their opinion to be part of the record who are unable to attend may send a written reply prior to the date of the hearing to Pamela Schmidt, City Secretary, P. O. Box 830309, Richardson, Texas, 75083.

I hereby certify that this notice was posted on the Civic Center/City Hall Bulletin Board no later than 5:00 p.m., Friday, May 1, 2009.

The City of Richardson
Pamela Schmidt
Pamela Schmidt, City Secretary

This building is wheelchair accessible. Any requests for sign interpretive services must be made 48 hours ahead of meeting. To make arrangements, call 972-744-4000 via TDD or call 1-800-735-2989 to reach 972-744-4000.



City of Richardson
City Council Meeting
Agenda Item Summary



City Council Meeting Date: Monday, December 19, 2011

Agenda Item: ZF 11-23, 7-Eleven – Brick Row, A request by Brian Nebel / Lend Lease representing TCG Brick Row Triangle, LP / Joe Longbotham for approval of a Special Permit for a motor vehicle service station with modified development standards located at the southeast corner of Spring Valley Road and Centennial Boulevard

Staff Resource: Michael Spicer, Director of Development Services *MS*

Summary The 0.96-acre tract is located within the Spring Valley Station TOD Planned Development District which allows a mix of uses, including retail/commercial, office, multi-family, and public uses; however, a motor vehicle service station is not listed as an allowed use; therefore, the applicant is requesting a Special Permit to allow the use.

The proposed 3,016 square foot convenience store with four (4) double-sided gas pumps would have access from Spring Valley Road and Centennial Boulevard. The building's main entrance is located on Spring Valley Road, with a second entrance on the east side of the building. The proposed building is to be constructed with brick and stone and have a standing seam metal roof over the east entrance. High impact EIFS is also proposed for the building's cornice and to provide architectural detailing.

Proposed exceptions include increases to the maximum yard and build-to-lines; reductions to the percent of the building situated within the lot's required build-to area; exterior building design and materials; reduction in vehicle stacking at the gasoline pumps; and screening of the back of the building.

Board/Commission Action: On December 6, 2011, the Commission recommended denial of the applicant's request on a vote of 6-1. The Commission determined the proposed use and design are inappropriate and inconsistent with the intent of the TOD development district.

Action Proposed The applicant is not appealing the Commission's recommendation of denial; however, the application was advertised for the City Council public hearing prior to the Commission's action. Therefore, the Council needs to acknowledge the applicant's intent not to appeal the Commission's denial; however, no action will be taken on the item. (Please see applicant's attached letter dated December 8, 2011.)



Crestview Real Estate, LLC
15150 Preston Road, Suite 210
Dallas, TX 75248
P: 214.343.4477 | F: 214.340.2029
www.crestviewcompanies.com

December 8, 2011

SENT VIA E-MAIL AND U.S. MAIL

Mr. Chris Shacklett
Planner, Development Services
City of Richardson
411 West Arapaho Road
Suite 207
Richardson, TX 75080

**RE: Zoning File 11-23: 7-Eleven Brick Row
Richardson, Texas**

Dear Chris:

We are in receipt of your letter on December 7, 2011 which summarized the recommended denial of our request for a Special Use Permit for a motor vehicle service station at 170 E. Spring Valley Road.

On behalf of TCG Brick Row Triangle, LP it is our desire to not appeal to City Council for the scheduled meeting of December 19, 2011. We plan to review in detail all of the comments from the CPC meeting and resubmit to the CPC at a later date. It will be our intention to make modifications to the plan in direct correlation to the comments from CPC. It will also be our intent to stress this is a retail convenience store that does have gasoline pumps but is not a pure service station.

Thank you for your work thus far. Once we make the changes we will schedule a meeting with the staff to review.

Please call with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Grey Stogner", written in a cursive style.

Grey Stogner
Manager for TCG Brick Row Triangle, LP

Cc: Joe Longbotham – via e-mail
Michael Dee – via e-mail
Brian Nebel – via e-mail

Susan Smith – via e-mail
Sam Chavez – via e-mail

ORDINANCE NO. 3848

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, BY AMENDING ARTICLE I, SECTION 2, DEFINITIONS, BY ADDING THE DEFINITION OF SMOKING ESTABLISHMENT; BY AMENDING ARTICLE XXII-A, SECTION 2, TO ALLOW SMOKING ESTABLISHMENTS BY SPECIAL PERMIT; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO-THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE. (ZF 11-26).

WHEREAS, the City Plan Commission of the City of Richardson and the governing body of the City of Richardson, in compliance with the laws of the State of Texas and the ordinances of the City of Richardson, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, the governing body, in the exercise of the legislative discretion, has concluded that the Comprehensive Zoning Ordinance should be amended; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance of the City of Richardson, Texas, duly passed by the governing body of the City of Richardson on the 5th day of June, 1956, as heretofore amended, be, and the same is hereby amended by amending Article 1, Section 2, in part, by adding a definition for “smoking establishment”, to read as follows:

**“ARTICLE I. TITLE, DEFINITIONS, GENERAL PROVISIONS,
AUTO WRECKING YARDS AND SWIMMING POOLS**

...

Sec. 2. Definitions.

...

ADD

“Smoking establishment means a business establishment that is dedicated, in whole or in part, to the smoking of tobacco or other substances and includes any establishment that allows both (1) the payment of consideration by a customer to the establishment in exchange for on-site delivery of tobacco, tobacco accessories or similar substances and products to the customer; and (2) the onsite smoking of tobacco or other substances. This definition shall be construed to include establishments known variously as retail tobacco stores, cigar lounges, hookah cafes,

tobacco clubs, tobacco bars, and similar establishments, but shall not include an establishment that derives 50 percent or more of its gross revenue on a quarterly basis (i.e., three months) from the sale of alcoholic beverages for on-premise consumption.”

SECTION 2. That the Comprehensive Zoning Ordinance of the City of Richardson, Texas, duly passed by the governing body of the City of Richardson on the 5th day of June, 1956, as heretofore amended, be, and the same is hereby amended by amending Article XXII-A, Section 2, in part, to allow smoking establishments by special permit, to read as follows:

“ARTICLE XXII-A. SPECIAL PERMITS.

...

Sec. 2. Use Regulations.

...

ADD

“Smoking establishment in any LR-M (1), LR-M (2) or C-M District.”

SECTION 3. That all other provisions of the ordinances of the City of Richardson in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Richardson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Richardson, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

DULY PASSED by the City Council of the City of Richardson, Texas, on the 19th day of December, 2011.

APPROVED:

MAYOR

APPROVED AS TO FORM:

CORRECTLY ENROLLED:

CITY ATTORNEY
(PGS:11-07-11:TM 52277)

CITY SECRETARY

ORDINANCE NO. 3849

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, SO AS TO GRANT A CHANGE IN ZONING FOR A 5.87-ACRE TRACT OF LAND FROM O-M OFFICE WITH SPECIAL CONDITIONS TO RP-1500-M PATIO HOME WITH SPECIAL CONDITIONS, SAID TRACT BEING FURTHER DESCRIBED IN EXHIBIT “A”; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO-THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE. (ZONING FILE 11-21).

WHEREAS, the City Plan Commission of the City of Richardson and the governing body of the City of Richardson, in compliance with the laws of the State of Texas and the ordinances of the City of Richardson, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, the governing body, in the exercise of the legislative discretion, has concluded that the Comprehensive Zoning Ordinance and Zoning Map should be amended; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance and Zoning Map of the City of Richardson, Texas, duly passed by the governing body of the City of Richardson on the 5th day of June, 1956, as heretofore amended, be, and the same is hereby amended so as to grant a change in zoning for a 5.87-acre tract of land from O-M Office with special conditions to RP-1500-M Patio Home with special conditions, said tract of land being more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes.

SECTION 2. That the change in zoning is granted subject to the following special conditions:

1. The property shall be used and developed in substantial conformance with the Concept Plan attached as Exhibit “B”, and which is hereby approved.
2. The property shall be developed in conformance with the RP-1500-M Patio Home District regulations except as otherwise provided below:
 - a. A maximum of thirty-seven (37) residential lots shall be allowed.

- b. The maximum density shall not exceed 6.31 dwelling units per acre.
- c. The minimum residential lot area shall be 4,000 square feet.
- d. The maximum residential lot coverage shall be 65%.
- e. The minimum residential building size shall be 1,800 square feet (exclusive of garages).
- f. Residential building height shall be two (2) stories, not to exceed forty (40) feet.
- g. The minimum lot width shall be 40 feet.
- h. The minimum front setback shall be twenty (20) feet for garages (measured to face of garage door). The required front setback or build to line shall be fifteen (15) feet for remainder of structure, except a minimum setback of twelve (12) feet for a porch shall be allowed (18-inch overhang encroachment allowed for all of the above).
- i. The minimum interior side setback shall be determined at the time of development plan approval with a minimum required 10-foot building separation (18-inch overhang encroachment allowed).
- j. The minimum corner lot side setback shall be fifteen (15) feet (18-inch overhang encroachment allowed).
- k. The minimum rear setback shall be ten (10) feet (18-inch overhang encroachment allowed).
- l. No accessory structures shall be allowed within public view except for arbors.
- m. No interior sidewalks shall be required.
- n. No alleys shall be required.
- o. Lots shall be allowed to back upon Lake Park Way and Jonsson Boulevard.
- p. Non-radial lot lines shall be allowed.
- q. Fences shall be stained, board on board or standard vertical tubular steel. No fence shall exceed six (6) feet in height. No fence shall be permitted parallel to the perimeter screen wall along Lake Park Way or Jonsson Boulevard or parallel to the rear property lines of lots that are adjacent to Lake Park Estates. All fencing shall match the exterior wall/fencing height at tie-in point.
- r. A landscape buffer shall be provided along the rear lot lines of Lots 16-20 and along the west property lines of Lots 20 & 37. The buffer shall include a single row of evergreen shrubs which shall grow to a minimum six (6) feet in height at maturity.
- s. Garage doors shall be custom, metal carriage-style (wooden look) doors.
- t. The storm water control/detention area shall be landscaped and maintained by the Home Owners Association. A minimum four (4) canopy trees and four (4) ornamental trees shall be provided. A walking trail and benches shall also be provided.

SECTION 3. That the above-described tract of land shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Richardson, Texas, as heretofore amended, and as amended herein.

SECTION 4. That all other provisions of the ordinances of the City of Richardson in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Richardson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 7. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Richardson, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 8. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

DULY PASSED by the City Council of the City of Richardson, Texas, on the 19th day of
December, 2011.

APPROVED:

MAYOR

APPROVED AS TO FORM:

CORRECTLY ENROLLED:

CITY ATTORNEY
(PGS:12-5-11:TM 52784)

CITY SECRETARY

EXHIBIT "A"
LEGAL DESCRIPTION
ZF 11-21

Being part of a tract of land out of the J.W. Curtis Survey Abstract No. 345 in the City of Richardson, Dallas County, Texas and being a portion of that 19.103 acre tract described as Tract 3 in a deed to A.O.C Land Investments, L.L.C., as recorded in Volume 95147, Page 03366 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at an "X" cut in concrete found for corner in the south line of Tatum Street (a variable width right-of-way at this point), said point also being the northeast corner of "Replat of Lake Park Estates, Phase I and University World, Lot 4A, Block 5 and Lot 5, Block 4", an addition to the City of Richardson, Dallas County, Texas, according to the plat recorded in Instrument No. 200600332584 Official Public Records of Dallas County, Texas and being the beginning point of a non-tangent curve to the right whose center bears South 12 degrees 25 minutes 28 seconds West and having a central angle of 32 degrees 37 minutes 32 seconds, a tangent of 113.85 feet, a radius of 389.00 feet, a chord bearing of South 61 degrees 15 minutes 46 seconds East and a chord length of 218.53 feet;

THENCE in a southeasterly direction, along said curve to the right, and along the south line of said Tatum Street turning into the southwest line of Lake Park Boulevard (a variable width right-of-way), a distance of 221.51 feet to a 1/2 inch iron rod with a red FD cap set for corner;

THENCE South 43 degrees 44 minutes 25 seconds East, continuing along the southwest line of said Lake Park Boulevard, a distance of 47.37 feet to a 1/2 inch iron rod with a red FD cap set for corner, said point being the beginning point of a non-tangent curve to the right whose center bears South 45 degrees 03 minutes 00 seconds West and having a central angle of 61 degrees 03 minutes 02 seconds, a tangent of 228.78 feet, a radius of 388.00 feet, a chord bearing of South 14 degrees 25 minutes 29 seconds East and a chord length of 394.15 feet;

THENCE in a southerly direction along said curve to the right, and along the west line of said Lake Park Boulevard, a distance of 413.43 feet to a 1/2 inch iron rod with a red FD cap set for corner, said point being the beginning point of a non-tangent curve to the left whose center bears South 73 degrees 53 minutes 29 seconds East and having a central angle of 14 degrees 30 minutes 43 seconds, a tangent of 56.69 feet, a radius of 445.24 feet, a chord bearing of South 08 degrees 51 minutes 09 seconds West and a chord length of 112.47 feet;

THENCE in a southerly direction along said curve to the left, and along the west line of said Lake Park Boulevard, a distance of 112.77 feet to a 1/2 inch iron rod with a red FD cap found for corner, said point being the beginning point of a tangent curve to the right whose center bears North 88 degrees 24 minutes 12 seconds West and having a central angle of 88 degrees 27 minutes 12 seconds, a tangent of 77.87 feet, a radius of 80.00 feet, a chord bearing of South 45 degrees 49 minutes 24 seconds West and a chord length of 111.60 feet;

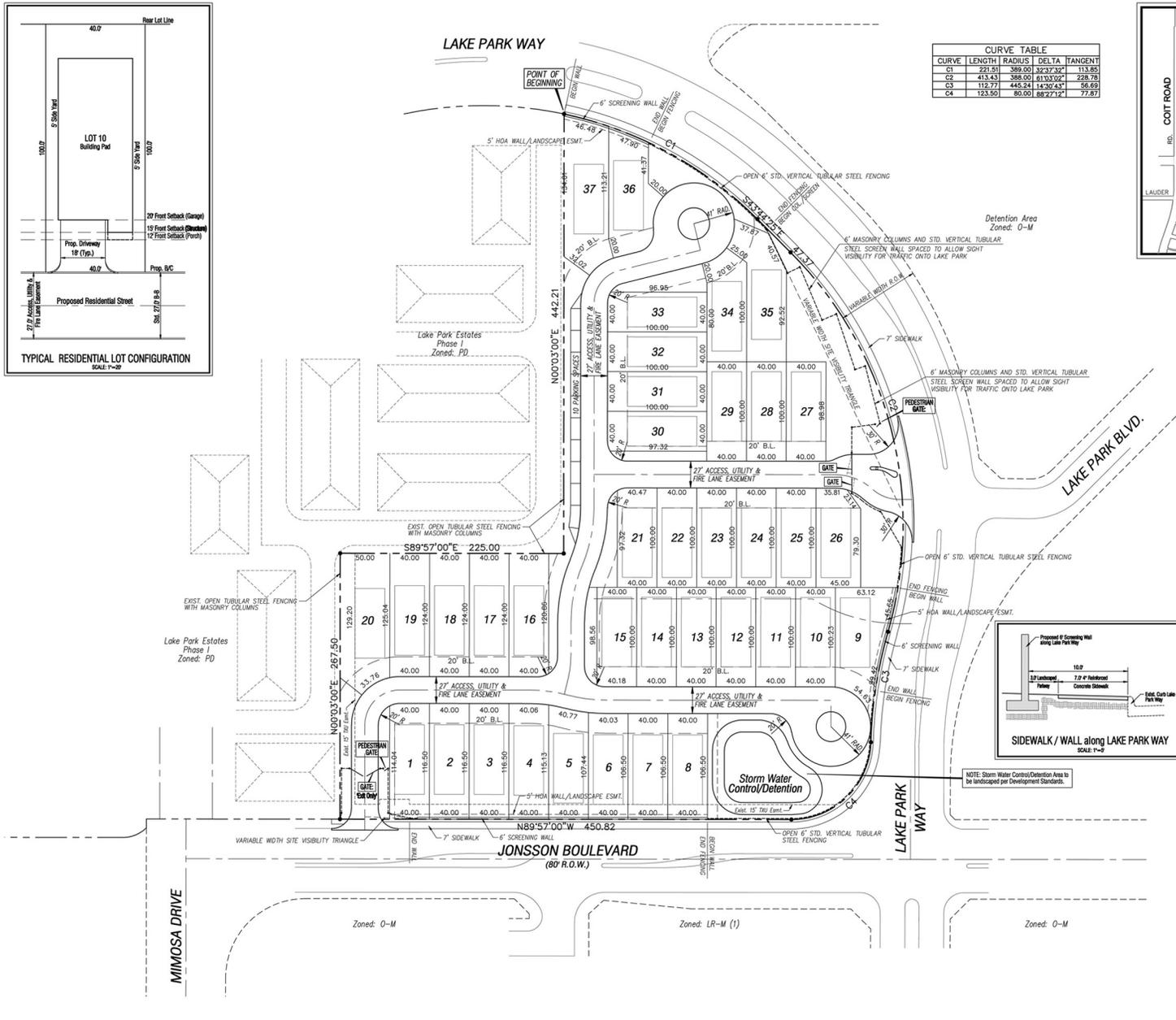
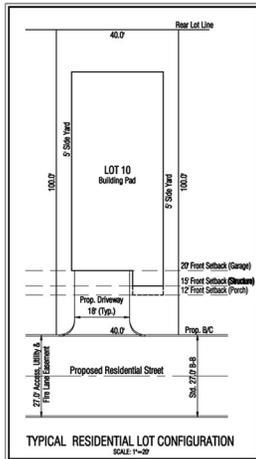
THENCE in a southwesterly direction along said curve to the right, and along the northwest line of said Lake Park Boulevard, a distance of 123.50 feet to a 1/2 inch iron rod with a red FD cap found for corner in the north line of Jonsson Boulevard (at this point a variable width right-of-way);

THENCE North 89 degrees 57 minutes 00 seconds West along the North line of said Jonsson Boulevard a distance of 450.82 feet to a 1/2 inch iron rod with a red FD cap set for corner, said point being a southeast corner of said "Replat of Lake Park Estates, Phase I and University World, Lot 4A, Block 5 and Lot 5, Block 4";

THENCE North 00 degrees 03 minutes 00 seconds East, along an east line of said "Replat of Lake Park Estates, Phase I and University World, Lot 4A, Block 5 and Lot 5, Block 4" a distance of 267.50 feet to a 1/2 inch iron rod with a red FD cap set for corner;

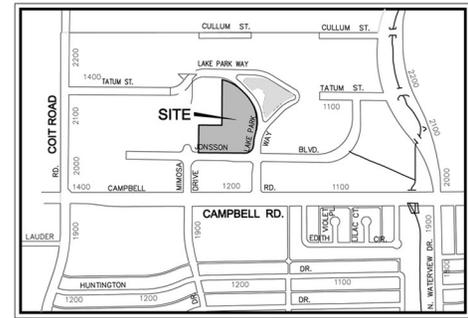
THENCE South 89 degrees 57 minutes 00 seconds East, along a south line of said "Replat of Lake Park Estates, Phase I and University World, Lot 4A, Block 5 and Lot 5, Block 4" a distance of 225.00 feet to an "X" cut on top of a brick column set for corner;

THENCE North 00 degrees 03 minutes 00 seconds East, along an east line of said "Replat of Lake Park Estates, Phase I and University World, Lot 4A, Block, 5 and Lot 5, Block 4" a distance of 442.21 feet to the Point of Beginning and containing 255,564 square feet or 5.8669 acres of land.



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	291.51	388.00	32°37'32"	113.85
C2	413.43	388.00	61°33'02"	228.78
C3	112.71	445.24	14°30'43"	96.69
C4	123.50	60.00	88°27'12"	77.81



David Weekley Homes
 Re-Zoning for a 5.87 Acre Tract
 Richardson, Texas

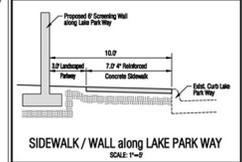
Project Summary:

Subject Tract Area: 5.87 Acres/255,564 square feet
 Current Zoning: OM Office
 Proposed Zoning: RP-1500-M with Special Conditions as follows:

- Maximum Density: 6.31 Lots/Acre
- Maximum Residential Lots: 37
- Minimum Lot Area: 4,000 square feet
- Maximum Lot Coverage: 65%
- Minimum Building Size: 1,800 square feet (exclusive of Garages)
- Building Height: 2 Stories not to exceed 40 feet (As measured from F.F.)
- Minimum Lot Width: 40 feet
- Minimum Lot Depth: 100 feet
- Minimum Front Setback: • 20 feet for garage (face of garage door)*
 • 15 feet for remainder of structure*
 • 12 feet for a porch*
- Minimum Interior Side: • 15 inch overhang encroachment allowed
 • To be determined at development plans with a minimum 10 feet of building separation*
 • 18 inch overhang encroachment allowed for option utilized
- Minimum Corner Lot Side Setback: 15 feet (18 inch overhang encroachment allowed)
- Minimum Rear setback: 10 feet (18 inch overhang encroachment allowed)
- No accessory structures shall be allowed within public view except for arbors.

Additional Development Standards:

- No interior sidewalks shall be required
- No alleys shall be required
- Lots shall be allowed to back up on Lake Park Way and Jonsson Blvd.
- Non-radial lot lines shall be allowed
- Fences shall be board on board or standard vertical tubular steel. No fence shall be permitted parallel to the perimeter screen wall along Lake Park Way or Jonsson Blvd, or parallel to the rear property lines of lots that are parallel and adjacent to Lake Park Estates. All fencing shall match the exterior wall/fencing height at tie-in point
- Garage doors shall be custom metal carriage-style (wooden look) or better (2-Car)
- The storm water control/detention area shall, at a minimum, contain 4 canopy trees, 4 ornamental trees, a walking trail and benches



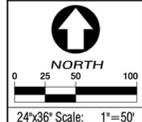
dietz engineering



Signing Date:
dietz engineering
 1781 International Parkway
 Suite 115
 Richardson, Texas 75081
 voice: 972 889-9977
 fax: 972 889-9993

Drawn By: LL
 Checked By: RDD
 Revisions:
 No. | Date | Description

Zoning Exhibit
5.87 ACRE RESIDENTIAL TRACT
37 LOTS - RP-1500-M w/Special Conditions
 Richardson, Dallas County, Texas



24"x36" Scale: 1"=50'
 Vertical Scale: na
 11"x17" Scale: 1"=100'
 Vertical Scale: na

Project No.: E-DWH-001
 Issue Date: October 17, 2011

Sheet Title: **ZONING EXHIBIT**

Sheet No.:

C1.01

Exhibit B - Part of Ordinance

OWNER / DEVELOPER:
 David Weekley Homes
 Attn: Eyal Annon
 3301 North I-35
 Carrollton, Texas 75007
 (972) 323-7504

PREPARED BY:
dietz engineering
 1781 International Parkway
 Suite 115
 Richardson, Texas 75081
 (972) 889-9977

STATE OF TEXAS § INTERLOCAL AGREEMENT BY AND BETWEEN
§ THE CITY OF RICHARDSON AND THE CITY OF
§ MURPHY FOR A FEASIBILITY STUDY FOR
COUNTY OF COLLIN § BRECKINRIDGE PARK RECREATION CENTER

This Interlocal Agreement for a Feasibility Study for Breckinridge Park Recreation Center (the “Agreement”) is entered by and between the City of Richardson, Texas, a Texas home rule municipality (“Richardson”) and the City of Murphy, Texas, a Texas home rule municipality (“Murphy”) (collectively, the “Parties”), acting through their authorized representatives.

WITNESSETH:

WHEREAS, Richardson has contracted with the Barker Rinker Seacat Architecture, PC (hereinafter the “Consultant”) to prepare a master plan and feasibility study for the construction of a recreation center to be located in Breckinridge Park in Richardson, Texas (the “Breckinridge Park Recreation Center Study”); and

WHEREAS, due to the proximity of Breckinridge Park to residential areas located within Murphy, Texas, Murphy intends to share ownership of the Breckinridge Park Recreation Center with Richardson so that Murphy residents may benefit from the use of the facility;

WHEREAS, it is beneficial for both Richardson and Murphy for the Consultant to determine Richardson and Murphy residents’ needs and prepare a site plan and budget for the construction of the Breckinridge Park Recreation Center; and

WHEREAS, Murphy desires to contribute to the cost of the Breckinridge Park Recreation Center Study; and

WHEREAS, the Parties desire to enter into this Agreement to cause the Consultants to provide the Breckinridge Park Recreation Center Study and to provide for the costs of such services; and

WHEREAS, the Parties intent to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 (the “Act”), which authorizes any local governments to contract with one or more other local governments to perform governmental functions and services under the terms of the Act; and

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

Article I Definitions

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

“Consultant” shall mean Barker Rinker Seacat Architecture, PC.

“Murphy” shall mean the City of Murphy, Texas, acting by and through its City Manger, or designee.

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

“Richardson” shall mean the City of Richardson, Texas, acting by and through its City Manger, or designee.

Article II Term

2.1 The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”), and shall continue on an annual basis until the completion of the services of the Consultant as set forth in the Agreement for Professional Services entered between Richardson and the Consultant, attached hereto as Exhibit “A” and incorporated herein, unless sooner terminated as provided herein.

2.2 This Agreement may be terminated by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof.

Article III Purpose

The purpose of this Agreement is to evidence the Parties agreement regarding the Consultant’s preparation of a master plan and feasibility study for the construction of a recreation center to be located in Breckinridge Park in Richardson, Texas for the benefit of Richardson and Dallas, and for the allocation of the cost of such services.

Article IV Breckinridge Park Recreation Center Study; Cost

Richardson agrees to cause the Consultant to perform the services set forth in the Agreement for Professional Services entered between Richardson and the Consultant for the benefit of Richardson and Murphy. The total cost of Phase I of the project is Seventy-Eight Thousand and Forty-Six Dollars NO/100 (\$78,046.00) including expenses of which Murphy agrees to pay Eleven Thousand Eight Hundred and Fifteen Dollars NO/100 (\$11,815.00). If Richardson and Murphy mutually agree in writing to initiate Phase II of the project, Murphy

agrees pay Eight Thousand Five Hundred and Fifty-Eight Dollars NO/100 (\$8,558.00) of the total cost of Phase II in the amount of Fifty-Six Thousand Five Hundred and Thirty-One Dollars NO/100 (\$56,531.00) including expenses. Murphy shall pay, its portion of the costs for the project as set forth above, to Richardson (or directly to the Consultant) within thirty (30) days after written receipt of an invoice from Richardson for such services.

Article V
Miscellaneous

5.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned without the prior written consent of the other party.

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

If intended for City of Richardson, to:

Attn: City Manager
City of Richardson
411 W. Arapaho Road
Richardson, Texas 75080

With copy to:

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

If intended for City of Murphy:

Attn: City Manager
City of Murphy
206 N Murphy Road
Murphy, Texas 75094

With copy to:

Andy Messer
Messer, Campbell & Brady, L.L.P.
6351 Preston Road
Suite 350
Frisco, Texas 75034

5.3 Governing Law. This Agreement will be governed by the laws of the State of Texas, and venue for any action concerning this Agreement will be in the State District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

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

5.8 Amendment. This Agreement may be amended by the mutual written agreement of the parties to it.

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

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

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

5.12 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or

written agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

(Signature Page to Follow)

EXECUTED on this _____ day of _____, 2011.

CITY OF RICHARDSON, TEXAS

By: _____
Bill Keffler, City Manager

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED on this _____ day of _____, 2011.

CITY OF MURPHY, TEXAS

By: _____
James Fisher, City Manager

APPROVED AS TO FORM:

By: _____
Andy Messer, City Attorney

EXHIBIT “A”

**Agreement for Professional Services between
City of Richardson and Barker Rinker Seacat Architecture, PC**

[To be Attached]

2.3 The parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use the Professional's instruments of service for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's Project Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the City's consultants and separate contractors, may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all drawings, materials, specifications, reports, maps, and exhibits prepared by Professional pursuant to the Scope of Services, and in electronic format as requested by the City.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with a work schedule agreed to by the parties.

Article IV Compensation and Method of Payment

Professional will be compensated in accordance with the Scope of Services by payment to be paid based on monthly invoices submitted to the City within thirty (30) days after receipt and verification of the charges and services by the City.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the parties that the Professional in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional

shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

With Copy to:

Attention:
Bill Keffler, City Manager
City of Richardson, Texas
411 West Arapaho Road
Richardson, Texas 75080
Telephone: 972-744-4203
Facsimile: 972-744-5803

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201
Telephone: 214-965-9900
Facsimile: 214-965-0010

If intended for Professional:

Kenneth A. Berendt – Principal, LEED, Architect
Barker Rinker Seacat Architecture, PC
3457 Ringsby Court, #200
Denver, Colorado 80216
Telephone: 303-455-1366
Facsimile: 303-455-7457

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Consultant's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Consultant, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Consultant's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and in the aggregate.

- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.
- (d) A certificate of insurance evidencing the required insurance shall be submitted prior to commencement of services.

6.10 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY’S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL’S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.13 Debarment/Suspension. The Professional is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended, or otherwise excluded from, or is ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.

6.14. Minimum Wages. The Professional shall comply with the Davis Bacon Act requirement for the payment of prevailing wages for this project. All workers on this project shall be paid no less than the local prevailing wages and benefits paid on similar projects.

6.15 Compliance with American Recovery and Reinvestment Act of 2009. During the performance of this Agreement, the Professional, for itself, its assignees and successors, agrees to comply with all applicable provisions and reporting requirements of the American Recovery and Reinvestment Act of 2009 (the "Act") and all other applicable local, state and federal laws and regulations as set forth in Exhibit "B". The Professional agrees to submit any reports required of the City and/or the Professional pursuant to the Act.

6.16 Certification. The Professional certifies that its officers, agents, employees, assigns and successors, have not been debarred, suspended, declared ineligible or voluntarily excluded from participation in federal or state grant funded projects. Professional further certifies that it is in compliance with the Davis Bacon Act in regards to the payment of prevailing wages for this project. The Professional further certifies that it shall alternatively verify all employees' social security numbers, and provide the City with the data universal numbering system and CCR numbers.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2011.

CITY OF RICHARDSON, TEXAS

By: _____

Bill Keffler
City Manager

EXECUTED this _____ day of _____, 2011.

BARKER RINKER SEACAT ARCHITECTURE, PC

By: _____

Kenneth A. Berendt
Principal

EXHIBIT A

Breckinridge Park Recreation Center, Richardson, Texas
 Multi-Agency Approach Master Plan & Feasibility Analysis

BARKER RINKER SEACAT
 ARCHITECTURE

SCOPE OF SERVICES

DRAFT

March 17, 2010

Phase One - Market Analysis, Programming and Operation/Revenue Projections - 8 Weeks

Activity	Scope Description
1.1	Board Approves Selection of Consultant / Contract Approval <ul style="list-style-type: none"> Notification of Consultant and Teaming Strategy <ul style="list-style-type: none"> Contract negotiation and approval Schedule and timeline approval
1.2 1-2 Weeks	Organize Multi-Agency Recreation Center Team (MARC Team) composed of: <ul style="list-style-type: none"> Leaders from each community in planning, recreation, public works and development Key stakeholders or user groups Get commitment from MARC Team for duration of planning process MARC Team members to report back to each community's leadership and city councils <ul style="list-style-type: none"> Explore Additional Partnerships Strategies and Structures: <ul style="list-style-type: none"> Identification of other potential partnerships including additional adjoining cities, wellness providers, schools, etc. Meet with up to three other potential partners Determination of realistic partnering opportunities
1.3 2 Weeks	Project Team Program Review, Research & Planning - Mission/Goals, Conceptual Program <ul style="list-style-type: none"> Planning and Research for the following: <ul style="list-style-type: none"> Project vision, goals and objectives of City of Richardson and adjacent communities for this project Prepare preliminary program to arrive at broad array of possible activities and programs to test at Public Meeting Number One. Schedule and timeline approval Priorities and phasing options Review existing material and data including: surveys, programs, plans, traffic analysis or studies and other previous data Gather utility, zoning, adjacent neighborhood information Schedule, budget, and project delivery objectives Prepare tools for Public Meeting Number One
1.4 2 Days	MARC Team Kick Off Meeting - Mission/Goals, Conceptual Market Analysis & Program <ul style="list-style-type: none"> Conduct MARC Team workshop: <ul style="list-style-type: none"> Introduce team and discuss conceptual plan process Project vision, goals and objectives (Hopes and Fears round table discussion) Involvement plan for neighboring communities, and stakeholders (meetings, locations, advertising...etc.) Preliminary program review discussion Priorities and phasing options Current and future demands with the City of Richardson, neighboring communities, and stakeholders Schedule, budget, and project delivery objectives Identify constraints and parameters for market analysis Public Meeting Number One <ul style="list-style-type: none"> Introduce team and discuss conceptual plan process Project vision, goals and objectives Project introduction and site awareness and concerns Present PowerPoint show of potential programming elements for inclusion in project Have public participate in programming game or tool to gather input on functions and space needs

Project Management, Planning & Architecture				Feasibility / Operation		Civil Engineering	
Barker Rinker Seacat Architecture				Ballard/King		Freese and Nichols	
PM	Meeting	PM	Meeting	Staff	Meeting	Ken Ballard Meeting	Fee
	2						
	2					1	
	4					30	
	4	8				24	
24	2					15	1
	4						1

SCOPE OF SERVICES

DRAFT

March 17, 2010

<p>1.5 3-4 Weeks</p> <p>Work Period - Project Program, Market Analysis and Site Evaluation</p> <ul style="list-style-type: none"> • Draft mission statement and goals • Develop initial site and building program of elements in coordination with neighboring communities <ul style="list-style-type: none"> * Identify phasing strategies to accomplish long term planning with short term goal in mind * Develop project budget goals • Gather data and prepare market analysis: <ul style="list-style-type: none"> * Service area identification for recreation center * Review of demographic characteristics/community profile <ul style="list-style-type: none"> - Population/age range/income - Population growth - Businesses/schools - Trends * Review and analyze each existing operation of programs/services <ul style="list-style-type: none"> - Meet with parks and recreation staff of City of Richardson and neighboring communities - Master plan/existing studies from all communities involved - Organizational structure/wage scales - Department policies and procedures - Existing aquatic and recreational program statistics - Demand for programs/services and facilities * Review competitive market analysis <ul style="list-style-type: none"> - Alternative recreation/aquatic service providers - Facilities and services offered in the area - Operational structure - Admission rates/attendance numbers/expense and revenue comparisons * Comparison with national, regional and local participation statistics and trends <ul style="list-style-type: none"> - NSGA standards - Potential participation levels • Prepare site analysis for the proposed site to include: <ul style="list-style-type: none"> * Access to site, roads, bike, bus, pedestrian * Adjacency / proximity to compatible or non compatible neighbors * Internal traffic flow: vehicular and pedestrian circulation * Environmental / sustainable criteria (solar access, topography, natural features, wetlands, etc.) * Parking and service drive potentials * Landscaping, plazas, walks, outdoor programming spaces opportunities * Utilities, detention needs, maintenance issues • Prepare the civil engineering opportunities and constraints technical memorandum. <ul style="list-style-type: none"> * This report will discuss existing site conditions and how they relate to site development in the following areas: <ul style="list-style-type: none"> * Site drainage considerations. * Landfill considerations. (Cursory review of potential impacts to design and construction given the proximity to the closed landfill, does not include detailed analysis of site soil conditions and landfill extents) * Site soils considerations. * Site grading considerations. * Site utility considerations. * Site roadway/access considerations. • Programming and activity evaluation: <ul style="list-style-type: none"> * Recreation Center project component prioritization for revenues and expenses * Validate the facility program * Operating structure and parameters * Philosophy of operation * Priority of use

Project Management, Planning & Architecture						Feasibility / Operation		Civil Engineering	
Barker Rinker Seacat Architecture						Ballard/King		Freese and Nichols	
PC	Meeting	PM	Meeting	Staff	Meeting	Fan Ballard Meeting	Fee		
	2								
	8		12				4		
	4						32		
	12		12						
	4								
	12		4				12		

SCOPE OF SERVICES

March 17, 2010

DRAFT

	<ul style="list-style-type: none"> • Feasibility and operations analysis: <ul style="list-style-type: none"> * Develop fee structure <ul style="list-style-type: none"> - Drop-in - Multiple admissions/annual passes - Family, corporate, group - Rentals * Develop a staff plan to determine FTE budgets * Establish maintenance standards * Operating cost projections <ul style="list-style-type: none"> - Develop a line item budget - Personnel by position - Contractual services - Commodities - Capital replacement * Revenue generation projections <ul style="list-style-type: none"> - Develop a line item accounting - Admissions <ul style="list-style-type: none"> - Annual/multiple admissions - Programs and services - Rentals - Other revenue sources * Revenue/expenditure comparisons <ul style="list-style-type: none"> - Cost recovery level * Project recommendations/profitability of options
1.6 1 Week	<p>Prepare Project Funding Analysis to Include:</p> <ul style="list-style-type: none"> • Identify possible funding sources <ul style="list-style-type: none"> * Tax Increase * Special district * Fundraising * Donations * Grants * Partnerships • Determine possible funding scenario for: <ul style="list-style-type: none"> * Capital * Operations
1.7 1-2 Weeks	<p>Prepare End of Phase Report</p> <ul style="list-style-type: none"> * Prepare Draft Phase One Report and Recommendations for MARC Team review * Prepare PowerPoint Presentation of Master Plan and Feasibility Report for presentation to MARC Team
1.8 2 Days	<p>MARC Team Workshop - Programming, Operational Proforma Analysis, Teaming, and Funding</p> <ul style="list-style-type: none"> • Conduot MARC Team workshop: <ul style="list-style-type: none"> * Present work-to-date with staff and committees * Present Operations and Revenue Projections * Review Partnership Strategies * Review Funding Opportunities • Present in joint meeting to City Councils of Richardson and Neighboring Communities the Phase One <ul style="list-style-type: none"> * Present work-to-date with staff and committees * Present Operations and Revenue Projections * Review Partnership Strategies * Review Funding Opportunities

Project Management, Planning & Architecture					Feasibility / Operation		Civil Engineering	
Barker Rinker Seacat Architecture					Ballard/King		Freese and Nichols	
PMC	Meeting	PM	Meeting	Staff	Meeting	Fan Ballard Meeting	Fee	
	5					54		
	2					24		
	8	12		4		2		
	24	2				16	1	1
	4					2		

SCOPE OF SERVICES

DRAFT

March 17, 2010

<p>End of Phase Deliverables:</p> <ul style="list-style-type: none"> * Phase One Report: <ul style="list-style-type: none"> * Written narrative of process to date * Written summary of data collected * Market analysis of similar facilities, services, and programs * Site and building program of functions * Civil engineering analysis plan * Operations and revenue projections * Partnership strategies * Funding opportunities * Agendas and minutes for all meetings
--

	Project Management, Planning & Architecture						Feasibility / Operator		Civil Engineering		
	Barker Rinker Seacat Architecture						Ballard/King		Fresse and Nichols		
	PIC	Meeting	PM	Meeting	Staff	Meeting	Ken Ballard	Meeting	Fee		
Hours & Meetings	128	4	40	-	4	-	227	2	\$7,800		
Hourly Rates	\$185		\$110		\$90		\$125				
	\$23,680		\$5,280		\$360						
Sub-Total Phase 1	\$29,320						\$28,375		\$7,800		
Expenses	\$6,291	See expenses below with 10% mark up						\$2,432			
Total BRS	\$35,611							Total B*K	\$30,777	Total F&N	\$7,800
Total Phase 1	\$78,048	Includes 10% mark up on consultants									

SCOPE OF SERVICES

March 17, 2010

DRAFT

Phase Two - Program Refinement, Site Plan and Budget Definition - 6 Weeks

<p>2.1 2 Days</p>	<p>Phase Two Kick Off Workshop (concurrent with Task 1.8)</p> <ul style="list-style-type: none"> Discuss deliverables listed below with MARC Team Review site parameters and plan a detailed methodology to arrive at: <ul style="list-style-type: none"> * A recommended program of uses * A recommended site and building plan * Project budget Workshop to begin preliminary sketching out of several site plan options
<p>2.2 2-3 Weeks</p>	<p>Work Period - Program Development, Planning Alternatives and Project Budget</p> <ul style="list-style-type: none"> Organize information garnered from MARC Team Phase One sessions and kick off workshop above Update project program of activities and space for both building and site uses. Prepare up to three (3) conceptual plan alternatives showing variations for: <ul style="list-style-type: none"> * Program based building blocking plans to scale test fitted to site * Suggested development, utility, infrastructure impacts and plans. Site grading, quantity take offs, and storm drainage design calculations are not included in this scope item. * Access, roads, parking, pedestrian and service circulation layouts * Landscaping, plazas, walks, outdoor programming spaces opportunities * Diagrammatic plans showing principal programming elements for recreation center rooms * Prepare initial massing model in 3d computer format showing building heights, vertical relationships, and roof Prepare project budgets for development: <ul style="list-style-type: none"> * Program based building construction budget * Suggested development, utility, infrastructure cost variables for each budget * Site & utility improvement / restoration / demolition budgets * Fees and development budgets * Contingencies Update the Operation and Revenue Projections with any modifications required based on updated
<p>2.3 2 Days</p>	<p>MARC Team Workshop - Conceptual Plan Alternatives</p> <ul style="list-style-type: none"> Conduct MARC Team workshop <ul style="list-style-type: none"> * Present work-to-date with staff and committees * Present conceptual site and building planning alternatives with large scale plans and PowerPoint show * Gather responses to alternatives in design charrette format Public Meeting Number Two <ul style="list-style-type: none"> * Review work to date including: programming update, partnership strategy and review mission, goals and * Present conceptual site and building planning alternatives with wall mounted large scale plans and PowerPoint * Gather public responses and comments to alternatives Prepare meeting notes summary documenting all comments heard Make recommendation for preferred alternative for further development

Project Management, Planning & Architecture				Feasibility / Operation		Civil Engineering	
Barker Rinker Seacat Architecture				Ballard/King		Freese and Nichols	
PMC	Meeting	PM	Meeting	Staff	Meeting	Ken Ballard Meeting	Fee
	16						1
	4						
	4						
	12	32					
	8	2					
	2				12		
	24	2					1
	4						
	4						
	2						

SCOPE OF SERVICES

DRAFT

March 17, 2010

2.4 2-3 Weeks	<p>Work Period - Prepare Fully Developed Preferred Conceptual Planning</p> <ul style="list-style-type: none"> Prepare preferred planning documents to include: <ul style="list-style-type: none"> Refinement into a fully developed preferred conceptual site plan. Prepare Civil Engineering design considerations technical memorandum discussing expected roadway, utility, drainage, and grading requirements for preferred Site Plan Alternative. Prepare two exterior views rendered suitable for marketing purposes showing key materials, fenestration, colors, and related site entourage. Renderings to demonstrate character and style of building. Update budget reflecting preferred conceptual site plan Prepare Draft Phase Two Report and Recommendations for staff and committee review Update the Operation and Revenue Projections with any modifications required based on preferred conceptual planning
2.5 2 Days	<p>MARC Team Meeting - Fully Developed Preferred Conceptual Planning</p> <ul style="list-style-type: none"> Conduct MARC Team GoTo Meeting to review preliminary draft of conceptual planning: <ul style="list-style-type: none"> Present work-to-date with staff and committees Present preferred conceptual planning drawings in PowerPoint and wall mounted graphics Present updated budgets Present updated operations and revenue projections
2.6 2 Weeks	<p>Work Period - Prepare Final Master Plan and Feasibility Report</p> <ul style="list-style-type: none"> Prepare Draft Phase Two Report and Recommendations for MARC Team review Combine both end of phase reports into a final Master Plan and Feasibility Report Prepare PowerPoint Presentation of Master Plan and Feasibility Report for presentation to MARC Team
2.7 2 Days	<p>MARC Team Presentation - Recreation Center Master Plan and Feasibility Report</p> <ul style="list-style-type: none"> Conduct MARC Team workshop <ul style="list-style-type: none"> Present Recreation Center Master Plan and Feasibility Report and receive comments Presentation with PowerPoint showing all graphics Distribute Report Presentation Boards on display Present in joint meeting to City Councils of Richardson and Neighboring Communities <ul style="list-style-type: none"> Present Recreation Center Master Plan and Feasibility Report Presentation with PowerPoint showing all graphics Distribute Report Presentation Boards on display <p>Deliverables:</p> <ul style="list-style-type: none"> Phase Two Report and Recommendations: <ul style="list-style-type: none"> Written narrative of process to date Project program of activities and space for both building and site uses. Site analysis Site alternatives Diagrammatic building plans and aerial massing of preferred alternative Two eye level exterior renderings Project budget model of recommended conceptual site plan Operations and revenue projections Partnership strategies Funding opportunities Agendas for all meetings Meeting minutes Recommendation for next steps

Project Management, Planning & Architecture				Feasibility / Operation		Civil Engineering	
Barker Rinker Seacat Architecture				Ballard/King		Freese and Nichols	
PM	Meeting	PM	Meeting	Staff	Meeting	Ken Ballard Meeting	Fee
	8		24				
	8		4		4		
	4					12	
	8						
			12		4		
	24	2				16	1
	4					2	

SCOPE OF SERVICES

March 17, 2010

DRAFT

	<ul style="list-style-type: none"> • Master Plan and Feasibility Report (combined both Phase One and Two end of phase reports) <ul style="list-style-type: none"> * Provide 6 color bound books for Owner distribution or reproduction. * Provide electronic copies of all deliverables in PDF format.
3.0	<p>Available Additional Services (quote by request)</p> <ul style="list-style-type: none"> * Detailed 3d renderings in addition to above. Computer fly through animations suitable for marketing or web page * Traffic analysis * Environmental analysis, hazmat studies, site surveys, soils reports,

Project Management, Planning & Architecture							Feasibility / Operation		Civil Engineering	
Barker Rinker Seacat Architecture							Ballard*King		Fresse and Nichols	
	PM	Meeting	PM	Meeting	Staff	Meeting	Ken Ballard Meeting	Fee		
Hours & Meetings	142	4	74	-	6	-	42	1	\$5,200	
Hourly Rates	\$185		\$110		\$90		\$125			
	\$26,270		\$8,140		\$720					
Sub Total Phase 2	\$35,130						\$5,200		\$8,200	
Expenses	\$5,284						See expenses below with 10% mark up			
Total BRS	\$40,414						\$1,201		\$0	
Total Phase 2	\$46,531						Includes 10% mark up on consultants			
						Total BRS	\$6,401	Total F&N	\$8,200	

TOTAL PHASE 1 + 2 \$134,578

Project Team

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Expenses

BRS	
Airfare	\$700
Mileage	\$45
Parking	\$36
Rental Car	\$170
Per Diem	\$75
Hotel	\$175
Total Expenses / Meeting	\$1,201

Ballard*King	Civil
Airfare	\$700
Mileage	\$45
Parking	\$36
Rental Car	\$170
Per Diem	\$75
Hotel	\$175
Total Exp/fe	\$1,201

Printing	\$1,200	
Deliveries	\$100	
Electronic Communication	\$450	
Total Misc. Expenses	\$1,650	Divide by 2 to allocate to each phase



City of Richardson
City Council Work Session
Agenda Item Summary



Work Session Meeting Date: Monday, December 19, 2011

Agenda Item: Review and Discuss Item Listed on the City Council Meeting Agenda

Staff Resource: Bill Keffler, City Manager

Summary: The City Council will have an opportunity to preview and discuss with City Staff the agenda items that will be voted on at the City Council Meeting immediately following the Work Session.

Board/Commission Action: Various, if applicable.

Action Proposed: No action will be taken.



City of Richardson
City Council Worksession
Agenda Item Summary



Worksession Meeting Date: Monday, December 19, 2011

Agenda Item: Review and Discuss the Sherrill Park Golf Course

Staff Resource: David Morgan, Assistant City Manager – Community Services

Summary: City staff will provide an overview of the Sherrill Park Golf Course. The briefing will include a review of the golf market and golf course operations. Staff will also discuss ongoing strategies to enhance Sherrill Park.

Board/Commission Action: N/A

Action Proposed: N/A



City of Richardson
City Council Worksession
Agenda Item Summary



City Council Meeting Date: Monday, December 19, 2011

Agenda Item: Review and Discuss the Code Enforcement Program

Staff Resource: Don Magner, Director of Community Services

Summary: City staff will provide an overview of the City's code enforcement program. The presentation will include an overview of code provisions and enforcement practices/policies.

Board/Commission Action: N/A

Action Proposed: No action will be taken.



City of Richardson
City Council Worksession
Agenda Item Summary



City Council Meeting Date: Monday, December 19, 2011

Agenda Item: Review and Discuss Tax Increment Financing – General Update

Staff Resource: Dan Johnson, Deputy City Manager

Summary
The City Council's *Near-Term Action Items* list an element to provide a general briefing to the City Council and community on the City of Richardson's use of Tax Increment Financing.

City staff will recap the impact of TIF #1 since its 2006 inception, and the pending actions for TIF #2 and #3 recently created.

Board/Commission Action: *Summary of prior TIF Board's work plans*

Action Proposed: Receive Presentation; Council Review and Discussion





City of Richardson
City Council Work Session
Agenda Item Summary



Work Session Meeting Date: Monday, December 19, 2011

Agenda Item: Items of Community Interest

Staff Resource: Bill Keffler, City Manager

Summary: The City Council will have an opportunity to address items of community interest, including:

Expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of Richardson; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of Richardson that was attended or is scheduled to be attended by a member of the City of Richardson or an official or employee of the City of Richardson; and announcements involving an imminent threat to the public health and safety of people in the City of Richardson that has arisen after the posting of the agenda.

Board/Commission Action: NA

Action Proposed: No action will be taken.