

CITY COUNCIL

1520 AVENUE K



DATE: 1/24/2011
CALL TO ORDER: 7:00 p.m.
INVOCATION: Pastor Barry Gin
Plano Chinese Alliance Church
PLEDGE OF ALLEGIANCE: Brownie Troop 3037
Shepard Elementary

| ITEM NO. | EXPLANATION | ACTION TAKEN |
|----------|--|--------------|
| | <p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>Proclamation: Heart Awareness Month</p> <p>Proclamation: Thomas Muehlenbeck Week</p> <p><u>OATHS OF OFFICE</u></p> <p><u>Building Standards Commission</u></p> <p>Marsha Griggs</p> <p><u>Planning and Zoning Commission</u></p> <p>Alan E. Smith</p> <p><u>CERTIFICATES OF APPRECIATION</u></p> <p><u>Building Standards Commission</u></p> <p>Mark Greer</p> <p><u>Planning and Zoning Commission</u></p> <p>James R. Duggan</p> | |

| ITEM NO. | EXPLANATION | ACTION TAKEN |
|----------|---|--------------|
| | <p><u>COMMENTS OF PUBLIC INTEREST</u> <u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u> <u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u> (a) January 10, 2011</p> <p><u>Approval of Expenditures</u> Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws) (b) To approve an Engineering contract by and between the City of Plano and Arredondo, Zepeda & Brunz, LLC in the amount of \$58,550 for Canyon Valley Trail - Silverstone Drive to Parker Road and authorizing the City Manager to execute all necessary documents.</p> <p><u>Adoption of Resolutions</u> (c) To repeal Resolution No. 2008-10-18(R) and create a Fire Department Fee Schedule for fire inspections, fire plan reviews, and hazardous occupancies permits; and providing a repealer clause, a severability clause, and an effective date. (d) To suspend the February 14, 2011, effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities Served by Oncor to hire legal and consulting services and to negotiate with the Company and direct any necessary litigation and appeals; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel for the Steering Committee; and providing an effective date. (e) To repeal prior Council action approving the Agreement with Microsoft Corporation for support services on October 25, 2010; approving a new Agreement by and between Microsoft Corporation and the City of Plano, Texas in an amount not to exceed \$70,620 for support services; authorizing its execution by the City Manager; and providing an effective date.</p> | |

| ITEM NO. | EXPLANATION | ACTION TAKEN |
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| (f) | To approve the terms and conditions of a First Amended Tax Abatement Agreement by and between Air System Components, Inc. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. | |
| (g) | To approve the terms and conditions of a Credit Sales Agreement between Trinity River Mitigation Bank, L.P., and the City of Plano, Texas, for the purchase of 9.7 credits required by the United States Army Corps of Engineers for offsite wetlands mitigation associated with Communications Parkway, between Spring Creek Parkway and Tennyson Parkway; authorizing its execution by the City Manager; and providing an effective date. | |
| (h) | To approve the terms and conditions of a Mitigation Credit Sales Agreement between Wetlands Management, L.P., and the City of Plano, Texas, for the purchase of 1.0 credits required by the United States Army Corps of Engineers for wetlands and open water mitigation associated with Communications Parkway, between Spring Creek Parkway and Tennyson Parkway; authorizing its execution by the City Manager; and providing an effective date. | |
| (i) | To find Officer Kenneth Foale is entitled to defense representation pursuant to City Code of Ordinances in connection with the matter of Andrew Toliver v. Kenneth Foale; and providing an effective date. | |
| (j) | To appoint William Roberts and Scott Seidel to serve for two year terms as investigators as required by Section 2-104 of the Code of Conduct of the City of Plano; and providing an effective date. | |
| | <u>Adoption of Ordinances</u> | |
| (k) | To repeal Ordinance 2008-5-23, codified as Article II, Fire Code, of Chapter 8 of the Code of Ordinances of the City; adopting the 2009 Edition of the International Fire Code, with certain additions, deletions, and amendments, as the Fire Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, and an effective date. | |
| (l) | To repeal Ordinance No. 2010-10-21 designating a certain area within the City of Plano as Reinvestment Zone No. 123 for a tax abatement consisting of a 14.36 acre tract of land located at the southwest corner of Shiloh Road and East Plano Parkway in the City of Plano, Texas; and providing an effective date. | |
| (m) | To amend Chapter 12 (Traffic Code), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, to repeal the school zone on the section of eastbound Parker Road from a point 220 feet west of P Avenue to a point 85 feet east of P Avenue, to repeal the school zone on the section of westbound Parker Road from a point 200 feet east of P Avenue to a point 50 feet west of P Avenue, to enact a school zone on the section of eastbound Parker Road from a point 50 feet west of Tarkio Road to a point 310 feet west of Raton Lane, to enact a school zone on the section of westbound Parker Road from a point 760 feet east of P Avenue to a point 50 feet west of Tarkio Road; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. | |

| ITEM NO. | EXPLANATION | ACTION TAKEN |
|----------|---|--------------|
| (n) | To amend Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to revise the limits of the speed zone for certain sections of Parker Road within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. | |
| (o) | To amend Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Willow Bend Drive within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. | |
| | <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p> | |
| (1) | Public Hearing and consideration of an Ordinance as requested in Zoning Case 2010-20 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 607 so as to allow for a 90-foot Commercial Antenna Support Structure on 0.1± acre of land located 250± feet east of Jupiter Road and 530± feet south of 14th Street, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Bluewave Deployment (T-Mobile) | |

| ITEM NO. | EXPLANATION | ACTION TAKEN |
|----------|---|--------------|
| (2) | <p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2010-21 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 608 so as to allow for Long-term Care Facility on 5.4± acres of land located on the east side of Communications Parkway, 500± feet north of Chapel Hill Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional Employment; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Plano SNF Realty, LLC</p> | |
| (3) | <p>Consideration of a Resolution to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and VuCOMP, Inc., a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date.</p> | |
| (4) | <p>Consideration of an Ordinance to provide for the issuance and sale of City of Plano, Texas, General Obligation Bonds, Series 2011; levying a tax in payment thereof; awarding the sale thereof; approving the Official Statement; and enacting other provisions relating thereto.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p> | |



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|--|----------------------------------|-------------------------|--|---------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 1/24/2011 | | |
| Department: | | City Manager's Office | | |
| Department Head | | Thomas Muehlenbeck | | |
| Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161 | | | | |
| CAPTION | | | | |
| Proclamation: Heart Awareness Month | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(s): | | | | |
| COMMENTS: | | | | |
| SUMMARY OF ITEM | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| | | | | |



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|--|----------------------------------|-------------------------|--|---------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 01/24/11 | | |
| Department: | | City Manager's Office | | |
| Department Head | | Thomas Muehlenbeck | | |
| Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161 | | | | |
| CAPTION | | | | |
| Proclamation: Thomas Muehlenbeck Week | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(s): | | | | |
| COMMENTS: | | | | |
| SUMMARY OF ITEM | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| | | | | |

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
January 10, 2011**

COUNCIL MEMBERS

Phil Dyer, Mayor
Lee Dunlap, Mayor Pro Tem
Pat Miner, Deputy Mayor Pro Tem
Ben Harris
André Davidson
Lissa Smith
Harry LaRosiliere
Jean Callison

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Deputy City Manager
Bruce Glasscock, Deputy City Manager
LaShon Ross, Deputy City Manager
Mark Israelson, Assistant City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer called the meeting to order at 5:09 p.m., Monday, January 10, 2011, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Smith. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; Personnel, Section 551.074 and to receive information regarding Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:30 p.m.

Consideration and Action Resulting From Executive Session

Appointment – Planning and Zoning Commission

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Davidson, the Council voted 7-0 to appoint Alan Smith to an interim term.

Appointment – Building Standards Commission

Upon a motion made by Council Member Harris and seconded by Mayor Pro Tem Dunlap, the Council voted 7-0 to move Kevan I. Benkowitz to a regular member position and appoint Marsha Griggs to an interim term as an alternate.

Arts of Collin County Quarterly Report

Executive Director Mike Simpson spoke to fundraising including \$11.03 million in private donations/pledges since the start of the project; \$2.7 million in current cash available towards construction; \$1.2 million in pledges due in 2011; and \$1.3 million in in-kind construction pledges. He spoke to recent donations/pledges in the amount of \$150,119 and Plano's support being 28% of the total dollars and 28% of the total donors and individual/company pledges. He spoke to the emphasis in 2011 to garner corporation and individual donations and to promote naming opportunities, donations of any amount, brick/paver program, online donations, the *Buy a Seat* program, in-kind contributions and the *Bravo Wall* campaign. Mr. Simpson spoke to activities of the Business Executive Advisory Board, Speakers Bureau and Art Selection Committees in 2011. He spoke to actions moving forward including addressing the timing of the first bond sale; concentrating on major donors/naming rights; adding major partners; increasing activity on grant applications; working to maintain low cost bids; expanding fundraising efforts; building awareness and momentum with groundbreaking in 2011.

Comprehensive Monthly Financial Report

Finance Director Tacke advised that for the month of November 2010 General Fund, Water/Sewer, and Golf Course revenues were up as a percentage of budget when compared to last year while the Civic Center was down. She advised that actual figures indicate the General Fund revenues were up based on increases sales taxes and ad valorem taxes and spoke to expenditures for the General Fund, Water/Sewer and Golf Course funds down slightly as a percentage of budget. Ms. Tacke responded to City Manager Muehlenbeck that there are revenues attributed to the golf course because it did not close until November 1. She advised that the unemployment rate is down slightly and actual sales tax collections were down for December. Ms. Tacke responded to City Manager Muehlenbeck regarding renegotiation of the street cleaning contract resulting in lower expenses.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

No items were discussed.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:46 p.m.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, City Secretary

PLANO CITY COUNCIL
January 10, 2011

COUNCIL MEMBERS

Phil Dyer, Mayor
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Pat Miner, Deputy Mayor Pro Tem
Ben Harris
André Davidson
Lissa Smith
Harry LaRosiliere
Jean Callison

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Deputy City Manager
Bruce Glasscock, Deputy City Manager
LaShon Ross, Deputy City Manager
Mark Israelson, Assistant City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Regular Session on Monday, January 10, 2011, at 7:00 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Imam Yaseen Shaikh of the Islamic Association of Collin County and the Pledge of Allegiance was led by Boy Scout Troop 815 of Trinity Christian Academy.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member Davidson, the Council voted 8-0 to approve and adopt all items on the Consent Agenda as recommended and as follows:

Approval of Minutes (Consent Agenda Item "A")

December 7, 2010
December 13, 2010

Approval of Expenditures

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

Bid No. 2011-9-C for a one (1) year contract with three (3) optional one year renewals for the purchase of Pool Chemicals for the Parks and Recreation Department to Petra Chemicals Co. in the amount of \$64,186 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Bid No. 2011-8-C for a one (1) year contract with three (3) optional one year renewals for the purchase of Outdoor Litter and Restroom Service for the Parks and Recreation Department to Northstar Facility Services in the amount of \$88,102 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Bid No. 2011-19-B for Bob Woodruff Park Irrigation Renovation for the Parks Department to A New Deal Irrigation, Inc. in the amount of \$103,450 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

Bid No. 2011-14-B for Fire Station 7 Replacement of Under Floor Piping, to Plumb Right Services, in the amount of \$145,900 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

Purchase from an Existing Contract

To approve the purchase of Animal Shelter Kennel Renovation in the amount of \$254,877 from Kellogg Brown & Root Services, Inc through an existing contract with The Cooperative Purchasing Network (TCPN) and authorizing the City Manager to execute all necessary documents. (TCPN Contract Number R4895). (Consent Agenda Item “F”)

To approve a contract for the purchase of maintenance support for Ironport Software in the amount of \$114,729 from INX, Inc., through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1386). (Consent Agenda Item “G”)

Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)

To approve an Architectural Services agreement by and between the City of Plano and Alliance Architects, Inc., in the amount of \$121,220 for Technology Services Data Center schematic design; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

Approval of Contract Modification

To approve and authorize Contract Modification No. 1 for additional design services for Aquatic Center Renovations in the amount of \$89,400 from Brinkley Sargent Architects; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

Reimbursement of Oversize Participation

To approve and authorize reimbursement to Tollway/121 Partners, Ltd. for oversize participation for public improvements associated with the construction of Parkwood Boulevard from Parkshore Drive to State Highway 121 in the amount of \$259,751. (Consent Agenda Item “J”)

Adoption of Resolutions

Resolution No. 2011-1-1(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the County of Denton for participation in the Scofflaw Program in accordance with Section 702.003 of the Texas Transportation Code allowing the county tax assessor-collector to deny motor vehicle registrations or re-registrations for persons with outstanding warrants for failure to appear or failure to pay a fine involving the violation of a traffic offense; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “K”)

Resolution No. 2011-1-2(R): To approve the terms and conditions of a First Amendment to an Economic Development Incentive Agreement by and between Cirro Group, Inc. and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “L”)

Resolution No. 2011-1-3(R): To accept the findings and opinions of the Annual Audit; authorizing the City Manager, or in his absence the Director of Finance, to publish the results thereof; and providing an effective date. (Consent Agenda Item “M”)

Adoption of Ordinances

Ordinance No. 2011-1-4: To adopt and enact Supplement Number 92 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. (Consent Agenda Item “N”)

Ordinance No. 2011-1-5: To amend Article IX, Railroads, of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas, by amending Section 12-258, Subsection (c)(i), Quiet Zones, and to add Park Vista Road to the list of Quiet Zones at railroad crossings, and providing a penalty clause, a severability clause, a publication clause, and providing an effective date. (Consent Agenda Item “O”)

Ordinance No. 2011-1-6: To amend the project and finance plan for Tax Increment Financing Reinvestment Zone Number Two to amend the project and financial plan within the zone; ordain other matters relating thereto; and provide a severability clause, a savings clause, and an effective date. (Consent Agenda Item “P”)

Ordinance No. 2011-1-7: To repeal in its entirety, City of Plano Ordinance No. 2008-4-35 codified as Article II, Building Code, of Chapter 6 of the Code of Ordinances; and adopting the 2009 Edition of the International Building Code, with certain additions, deletions, and amendments, as the Building Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “Q”)

Ordinance No. 2011-1-8: To repeal in its entirety, City of Plano Ordinance No. 2008-4-38 codified as Division 2 Plumbing Code, of Article VIII, Plumbing and Mechanical Equipment, of Chapter 6 of the Code of Ordinances; and adopting the 2009 Edition of the International Plumbing Code, with certain additions, deletions and amendments, as the Plumbing Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “R”)

Ordinance No. 2011-1-9: To repeal in its entirety, City of Plano Ordinance No. 2008-4-37 codified as Division 3, Mechanical Code, or Article VIII, Plumbing and Mechanical Equipment, of Chapter 6 of the Code of Ordinances of the City; and adopting the 2009 Edition of the International Mechanical Code, with certain additions, deletions, and amendments, as the Mechanical Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “S”)

Ordinance No. 2011-1-10: To repeal in its entirety, City of Plano Ordinance 2008-4-38 codified as Article XIX, Fuel Gas Code, of Chapter 6 of the Code of Ordinances; and adopting the 2009 Edition of the International Fuel Gas Code, with certain additions, deletions, and amendments, as the Fuel Gas Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “T”)

Ordinance No. 2011-1-11: To repeal in its entirety, City of Plano Ordinance No. 2004-8-10, codified as Article XVIII, Energy Conservation Code, of Chapter 6 of the Code of Ordinances; and adopting the 2009 Edition of the International Energy Conservation Code, with certain additions, deletions and amendments, as the Energy Conservation Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “U”)

Ordinance No. 2011-1-12: To repeal Ordinance No. 2008-9-8, codified as Article IX, Electrical Code, of Chapter 6 of the Code of Ordinances of the City of Plano; adopting the 2011 National Electrical Code; with certain additions, deletions, and amendments, as the Electric Code for the City of Plano; and providing a repealer clause, a severability clause, a penalty clause, a savings clause, a publication clause and an effective date. (Consent Agenda Item “V”)

Ordinance No. 2011-1-13: To partially repeal City of Plano Ordinance No. 2008-4-39 as further amended by Ordinance No. 2008-6-16 and Ordinance No. 2009-4-17 and codified as Article XX, Residential Code, of Chapter 6 of the Code of Ordinances; and adopting the 2009 Edition of the International Residential Code with certain additions, deletions, and amendments, as the Residential Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “W”)

Ordinance No. 2011-1-14: To amend Section 6-3(b)(4) of Division 2, Building Standards Commission of Article I, In General, and Subsection 304.3, Premises Identification of Section 6-52, Deletions, additions, and amendments to Chapter 3 of the International Property Maintenance Code of Division 2, Amendments, of Article III, Property Maintenance Code to Chapter 6, Building and Building Regulations of the Code of Ordinances to change the manner in which approval occurs from a supermajority to a simple majority vote of commission members and to provide the correct chapter reference regarding premises identification; providing a penalty clause; a severability clause; a repealer clause; a savings clause; a publication clause and an effective date. (Consent Agenda Item “X”)

END OF CONSENT

Resolution No. 2011-1-15(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and Hyundai Capital America, a California corporation; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item "1")

Director of Finance Tacke advised that Hyundai would occupy not less than 45,000 square feet of office space and transfer or create 230 full-time jobs. She advised that the term of the lease is for ten years beginning December 31, 2011, that the company will add business personal property of not less than \$1 million and real property of not less than \$3 million and that the grant is in the amount of \$343,800.

Nothing further was discussed and Mayor Dyer adjourned the meeting at 7:05 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | |
|--|----------------------------|
| CITY SECRETARY'S USE ONLY | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | |
| Council Meeting Date: | 01/24/2011 |
| Department: | Public Works & Engineering |
| Department Head: | Alan L. Upchurch |
| Agenda Coordinator (include phone #): Irene Pegues (7198) | |
| Project No. 6100 | |

CAPTION

To approve an Engineering contract by and between the City of Plano and Arredondo, Zepeda & Brunz, LLC in the amount of \$58,550 for Canyon Valley Trail - Silverstone Drive to Parker Road and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

| FISCAL YEAR: 2010-11 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
|-----------------------------|--------------------------|-----------------|-----------------|------------------|
| Budget | 0 | 100,000 | 1,000,000 | 1,100,000 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | -58,550 | 0 | -58,550 |
| BALANCE | 0 | 41,450 | 1,000,000 | 1,041,450 |

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the 2010-11 Street Improvement CIP. This item, in the amount of \$58,550, will leave a current year balance of \$41,450 for the Street Reconstruction project.

STRATEGIC PLAN GOAL: Engineering design services for street improvement projects relate to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This agreement with Arredondo, Zepeda & Brunz, LLC is for the Engineering design for Canyon Valley Trail - Silverstone Drive to Parker Road project. This project includes replacement of approximately 1,200 linear feet of concrete pavement of Canyon Valley Trail from Silverwood Drive to Parker Road, the existing water line and sidewalks. A Drainage Capacity Analysis will be performed. The contract fee is for \$58,550 and is detailed as follows:

| | |
|--|-----------------|
| Research & Data Collection | \$400 |
| Design Survey | \$9,500 |
| Preliminary Design | \$24,500 |
| Final Design | \$15,400 |
| Bid Phase Services, Record Drawings Engineering Services | \$7,000 |
| Construction Phase Services (including control staking) | \$1,750 |
| TOTAL | \$58,550 |

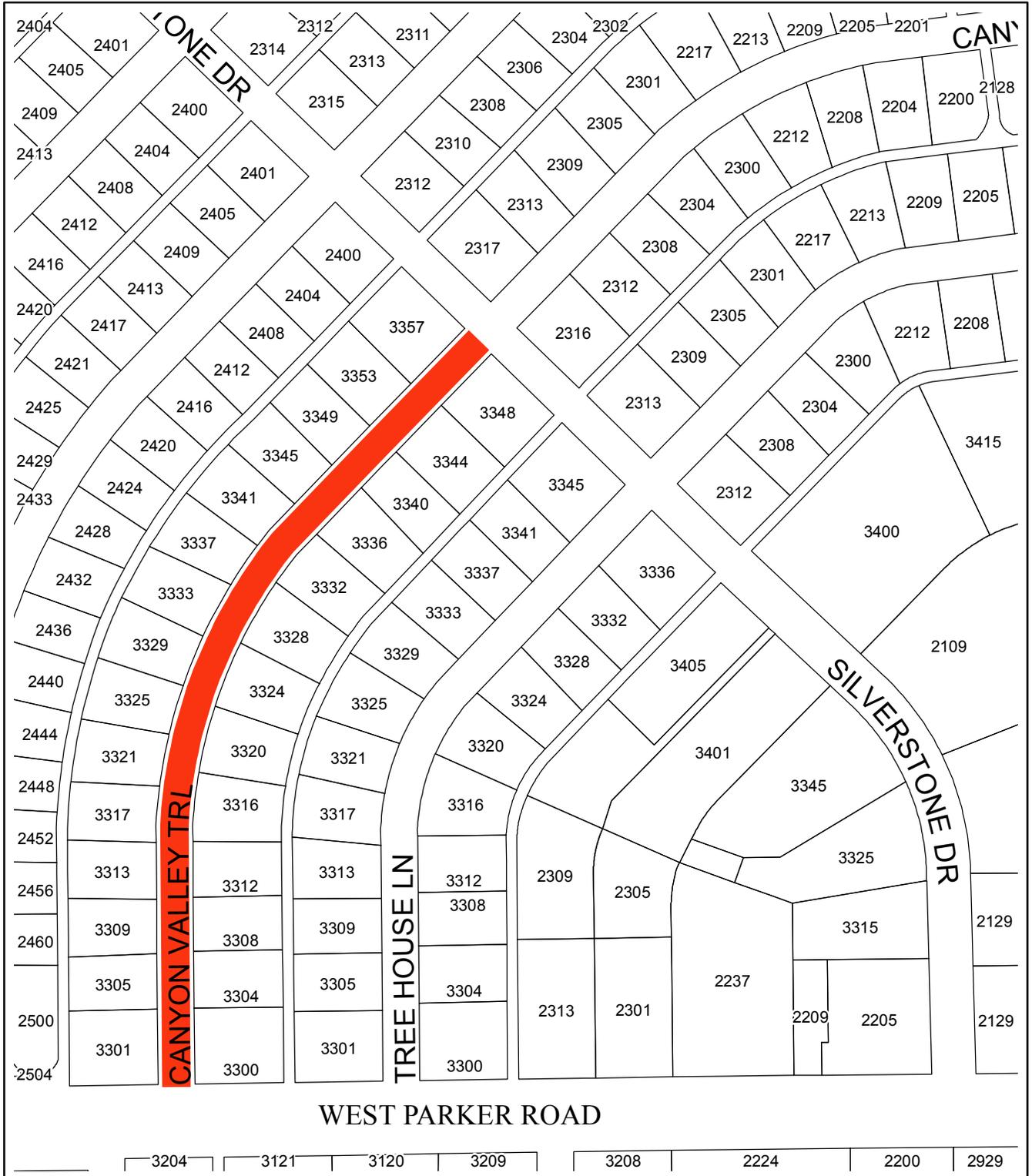
Funding is available from the 2010-11 Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$615,000.

| | |
|---|---|
| List of Supporting Documents: Location Map; Engineering Services Agreement | Other Departments, Boards, Commissions or Agencies N/A |
|---|---|

CANYON VALLEY SILVERSTONE TO PARKER PROJECT # 6100



1 inch = 200 feet



**CANYON VALLEY TRAIL – SILVERSTONE DRIVE TO PARKER ROAD
PROJECT NO. 6100**

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **ARRENDONDO, ZEPEDA & BRUNZ, LLC**, a **TEXAS LIMITED LIABILITY COMPANY**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

W I T N E S S E T H:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **CANYON VALLEY TRAIL – SILVERSTONE DRIVE TO PARKER ROAD** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

III. Schedule of Work

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

V. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City's files.

VI. Insurance

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Engineer agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Engineer shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Engineer's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

VII. INDEMNITY

THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ENGINEER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS

CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ENGINEER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ENGINEER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

IX. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Engineer agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Engineer's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Engineer.

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Public Works & Engineering Department
P.O. Box 860358
Plano, TX 75086-0358

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Arrendondo, Zepeda & Brunz, LLC
11355 McCree Road
Dallas, TX 75238
Attn: Steven B. Heniford

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

G. Authority to Sign:

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

SIGNED on the date indicated below.

ARRENDONDO, ZEPEDA & BRUNZ, LLC
A Texas Limited Liability Company

DATE: 1-13-11

BY: 
Alfonso P. Garza
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

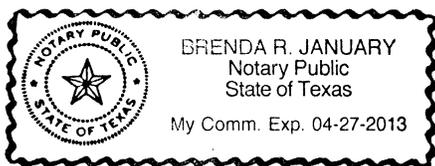
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 13th day of January, 2011, by **ALFONSO P. GARZA, PRESIDENT**, of **ARRENDONDO, ZEPEDA & BRUNZ, LLC**, a **TEXAS** Limited Liability Company, on behalf of said limited liability company.



Brenda R. January

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, by **THOMAS H. MUEHLENBECK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT “A”
SCOPE OF SERVICES

CANYON VALLEY TRAIL - SILVERSTONE DRIVE TO PARKER ROAD

PROJECT NO. 6100

PROJECT DESCRIPTION:

1. Replacement of the existing 8” water main and reconstruction of the concrete street pavement of Canyon Valley Trail from Silverstone Drive to Parker Road. The pavement reconstruction is approximately 1200 feet in length and runs from the southwest curb line of Silverstone to the north curb line of Parker. The street paving shall be 27-ft. back-to-back, 6-inch 3000 p.s.i. reinforced concrete pavement on 6-inch lime stabilized subgrade per City of Plano Standard Construction Details. No pavement structure design will be performed. No geotechnical testing will be performed to determine if special design considerations should be employed. There are no driveways or interior connecting streets within the project limits.
2. Existing sidewalks including barrier free ramps will be reconstructed within the project limits per City details.
3. The existing water main is to be replaced where it is under the proposed 1200 feet of pavement reconstruction and shall include replacement of existing water services. Fire hydrant coverage will be analyzed and improved to current standards if necessary.
4. The project will include curb drainage capacity analysis but will not include upsizing of the existing storm sewer. Addition of inlets will be included where gutter capacity is exceeded. If desired by the City, the design will include manholes for access into the existing storm sewer within the project limits. The approximate location of the existing storm sewer will be determined using “as-built” plans and from surface features. No subsurface investigations will be performed to determine the actual location of the existing storm sewer.
5. No additional ROW or easements are anticipated to complete the project.

The proposed work consists of the following engineering design and surveying services:

Basic Services

A. Design Standards

1. This project shall be designed in accordance with the following guidelines, where practical:
 - Geodetic Monumentation Manual
 - Manual for Right-of-Way Management
 - Storm Drainage Design Manual
 - Erosion and Sediment Control Manual

Thoroughfare Standard Rules and Regulations
Manual for the Design of Water & Sanitary Sewer Lines
Standard Construction Details
Barrier Free Ramp Details
NCTGOG Standard Specifications for Public Works Construction
Special Provisions to Standard Specifications for Public Works Construction
Sample Plan Set (Provided by City)

2. All plans submitted to the City shall be signed and sealed in accordance with state law.
3. The City shall provide guidance regarding project specific design issues if needed.

B. Research and Data Collection

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and ROW maps, existing easement information, recent bid tabulations from projects similar in scope and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.

C. Design Survey

1. Establish a horizontal and vertical control network and project control baseline for the project area. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners that can be found via pin finder, property lines and corners/monuments, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing visible above ground utility features shall be located and referenced by utility name (i.e. Oncor Electric, Verizon Telephone, Atmos Gas, etc.).
4. Vertical topographic information tying pavement, manholes (tops and inverts), storm drain inlets (tops and inverts), and other improvements as needed within the project areas for the design.
5. Sufficient survey data shall be obtained so that a detailed Digital Terrain Model (DTM) may be prepared to provide existing and proposed grade cross sections at a fifty-foot (50') interval relative to the project baseline. Cross sections are for project design review and quantity takeoffs and may not be a part of the final construction plan set.
6. Topographic survey and cross section work shall extend approximately 50 feet lengthwise beyond the proposed construction area and approximately 10 feet

beyond the ROW. Additional data more than 10 feet beyond the ROW may be needed for leadwalks.

7. When underground utilities are exposed, tie to project control baseline.
8. Identify the street address of all properties adjacent to the proposed construction and show on drawings.

D. Preliminary Design

1. Prepare preliminary construction plans. Prepare the following sheets (22" x 34") at the engineering scale indicated:
 - Cover Sheet. (1 estimated)
 - General Notes Sheet. (1 estimated)
 - Project layout control sheet. Scale 1" = 100'. (1 estimated)
 - Quantity sheet. (sheet by sheet breakdown of all quantities). (1 estimated)
 - Typical sections and detail sheets. (1 estimated)
 - Construction phasing and temporary traffic control sheets. Scale 1" = 40' or larger. (4 estimated)
 - Paving plan & profile sheets for street improvements. The consultant will need to evaluate the existing street lights on the project street to check that adequate lighting exists. The City will provide the criteria. If additional lights are needed, new conduit and street light foundation locations (provided by the City) will be included in the project with the information shown on the paving plans. Scale 1" = 20' H; 1" = 5' V. (3 estimated)
 - Drainage area map (with drainage calculations) for street/drainage improvements. Scale 1" = 100'. The drainage analysis will include evaluation of street and inlet capacities for compliance with current City standards as set forth in the City's Storm Drainage Design Manual. Hydraulic analysis of existing storm drain system will be confined to existing project limits. Starting hydraulic grade elevations shall be based on existing as-built plans or other reasonable assumptions confirmed by the City. If hydraulic analysis is required outside of the project limits, it shall be done by contract modification. (This information will be prepared but only included in the plans if improvements are required. If required, it will be included by a contract modification) (1 estimated)
 - Storm drain improvement plan and profile sheets (if required). Scale 1" = 20' H; 1" = 5' V. (These improvements will be included if shown to be required as a result of the drainage area maps/drainage calculations. If improvements are required, the design/plan preparation shall be done under a contract modification) (1 estimated)
 - Water Utility Replacement Plans (plan only). Scale 1" = 20'. (3 estimated)
 - SWPPP sheet meeting TCEQ and City of Plano requirements. Scale 1" = 40'. Include the City WORD file form, "City of Plano CIP Projects – SWPPP

Operator Requirements” as a sheet in the plans as part of the SWPPP. Include erosion control details from City Standards as required. (3 estimated)

- Final buttoning and signage plan sheets. Scale 1” = 40’. (to be shown on Paving Plans if practical)
- Cross-sections. Scale 1” = 20’ H; 1” = 2’ V. (6 estimated)

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

2. Coordinate with affected utilities such as gas, telephone, cable TV and electric to obtain available information for the location of their facilities. Coordination effort shall include the following tasks: a) contact DigTess prior to topographic survey to request field locates of existing underground utilities within the project limits (the City of Plano will mark water, sanitary sewer and storm sewer locations if not marked by DigTess); b) using email or one-time mailing, contact utility companies using information provided by the City to request maps or other information showing the locations of their facilities; c) send preliminary and final plans to utility companies and request their review for possible conflicts with their facilities; d) if requested by the City, attend one utility coordination meeting including representatives of all affected utilities to discuss project scope and any necessary relocation work; e) send invitations to utility company representatives to a project pre-construction meeting. Other coordination efforts, if required, shall be additional services.
3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit five (5) sets of preliminary plans, and one (1) outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
 - Engineering
 - Public Works
 - Inspectors
 - Transportation
 - File Set
6. Meet with the City to discuss City comments on preliminary plans, specifications and cost estimates.
7. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impact to their facilities.

E. Final Design

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).

5. Incorporate standard details into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimate.
7. Prepare draft bid schedule of items and quantities.
8. Submit six (6) sets of pre-final plans, one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
9. Incorporate City final comments into the plans and bid documents.
10. Submit three (3) sets of final black/blue line prints, three (3) bound copies of the bid documents and one unbound original bid document set to the City of Plano.
11. Attend a utility coordination meeting to start relocation process with affected franchise utilities, if necessary. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.
12. Submit one (1) set of final black/blue line prints and one (1) bound copy of the bid documents to the designated Material Testing Laboratory.

F. Bid Phase Services

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Assist the City staff in conducting a pre-bid conference, if required.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid opening.
7. Submit a CD-ROM disk of the bid set plans in a PDF format.
8. Provide bid tabulation to the City of Plano within four working days of the bid letting.
9. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
10. Assist City staff in a pre-construction conference arranged by the City.
11. Furnish up to eleven (11) full size and four (4) half size sets of final construction plans and seven (7) sets of the contract documents manual to the City for construction.

G. Construction Administration

1. Provide written responses to requests for information or clarifications.

2. Review submittals from the Contractor.
3. Prepare construction "Record Drawings" based upon clear and legible red-line mark-ups and other information provided by the construction contractor(s). Submit one blackline set to the City and two (2) CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing" stamps bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

H. Construction Control Survey

1. Set vertical and horizontal control stakes for construction at 500' intervals, or a minimum of one at each end of the project.

The Following Assumptions Are Made:

- The proposed project will be reconstructed within the existing right-of-way.
- No additional right-of-way or easements will be required to complete the project.
- Project design will proceed without interruption from project initiation to completion.

Services to be provided to AZ&B by the City:

The following items are to be provided to AZ&B by the City prior to the start of survey and design.

- As-Built plans of project area improvements.
- Bid document forms other than bid schedule.
- Pavement structure design, if non-standard.
- Utility Company contact information.
- Sample plan set.

Clarifications

AZ&B assumes no responsibility for errors and/or omissions that may exist in data supplied by others or for propagated errors and/or omissions in design plans, based on the supplied data.

Services Not Provided by AZ&B:

The following is a list of services that are *not* part of this original scope, unless specifically included in the Detailed Scope of Services for each project segment. These services may be provided later at an additional fee:

- Geotechnical services before and during construction.
- Separate permanent signing plans.
- Separate pavement striping plans.
- Pavement structure or subgrade design.
- Drainage studies.
- Design of stormwater detention facilities.
- Preparation of temporary and/or construction easements or right of way documents. The need for these will be identified as part of this scope. The preparation of the documents can be performed as extra services.
- Construction Phase Surveying Services not specifically indicated above.
- Permitting.
- Public/resident contact and coordination.
- SUE other than the utility coordination and survey services described above.
- Structural design
- Electrical and/or lighting design.

EXHIBIT "B"

SCHEDULE OF WORK

| Activity | Completion Time (Calendar Days) |
|--|--|
| Complete Research & Data Collection | 5 days |
| Complete Field Survey and Basemap Preparation | 20 days |
| Prepare and submit Preliminary Plans (65%) | 45 days |
| City Review | 15 days |
| Prepare and submit Pre-final Plans (95%) | 30 days |
| City Review | 15 days |
| Prepare Final Construction Plans and Bid Documents | 15 days |
| Plan Preparation Subtotal | 145 days |
| Bidding Phase | 30 days |
| Council Approval | 15 days |
| Prepare/Execute Contract | 10 days |
| Schedule Preconstruction Meeting | 7 days |
| Notice to Proceed | 1 day |
| Construction | 150 days* |
| Project Total | 358 days |

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

CANYON VALLEY TRAIL PROJECT NO. 6100

LUMP SUM PAYMENT SCHEDULE WORK STAGE SUBMITTAL OR COMPLETION

Basic Services:

| | |
|--|-------------|
| Research & Data Collection | \$400.00 |
| Design Survey | \$9,500.00 |
| Preliminary Design | \$24,500.00 |
| <input type="checkbox"/> Pavement | |
| <input type="checkbox"/> Water | |
| <input type="checkbox"/> Drainage analysis | |
| Final Design | \$15,400.00 |
| <input type="checkbox"/> Pavement | |
| <input type="checkbox"/> Water | |
| Basic Services Fee Subtotal: | \$49,800.00 |

Special Services:

| | |
|--|------------|
| Bid, Construction, & Record Drawing Engineering Services | \$7,000.00 |
| Construction Phase Surveying Services | \$1,750.00 |
| Special Services Subtotal: | \$8,750.00 |

Total Lump Sum Fee (Not to Exceed): \$58,550.00

The total fee established above shall not be exceeded without written authorization from the City of Plano. Any increased Scope of Services agreed upon by the City of Plano and Arredondo, Zepeda & Brunz, LLC, shall be based on the following Fee Schedule.

FEE SCHEDULE

Classification/Task Rate

ENGINEERING

| | |
|-----------------|----------|
| Project Manager | \$170.00 |
| Senior Engineer | \$130.00 |
| Staff Engineer | \$105.00 |
| CAD Technician | \$98.00 |

SURVEYING

| | |
|--------------------------|----------|
| Project Manager/RPLS | \$160.00 |
| RPLS | \$135.00 |
| Senior Survey Technician | \$110.00 |
| Junior Survey Technician | \$95.00 |
| 3-Man Crew | \$160.00 |
| 2-Man Crew | \$135.00 |

ADMINISTRATIVE

| | |
|---------------------------------|---------------------|
| Administrative Assistant | \$60.00 |
| Mileage | IRS Allowable Rate |
| Expenses (Meals, Lodging, etc.) | Out-of-Pocket Cost |
| Reproduction/Plotting Services | \$3.00/page or plot |
| Delivery Service | \$50.00 |

EXHIBIT "D"
ENGINEERING
INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. General Insurance Requirements:

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."

NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. Engineer's Insurance - "Occurrence" Basis:

- 2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
 - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Actions of Independent Contractors;
 - iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
 - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

The Engineer shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000
per claim and aggregate of ~~\$2,000,000~~

\$1,000,000

A.P.G.

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

| <u>Coverages Required</u> | <u>Limits (Figures Denote Minimums)</u> |
|---|--|
| <input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability | Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease |
| <input type="checkbox"/> 2. For Future Use | |
| <input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program | \$150,000 medical, safety program |
| <input checked="" type="checkbox"/> 4. General Liability | Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate |
| <input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL) | |
| <input checked="" type="checkbox"/> 6. Premises/Operations | (Items No. 3-10 & 12 require) |
| <input checked="" type="checkbox"/> 7. Independent Contractors | \$500,000 combined single limit for bodily injury and property damage |
| <input type="checkbox"/> 8. Products | damage each occurrence with |
| <input type="checkbox"/> 9. Completed Operations | \$1,000,000 general aggregate that applies to project under contract |
| <input checked="" type="checkbox"/> 10. Contractual Liability | |
| <input checked="" type="checkbox"/> 11. Personal Injury Liability | \$500,000 each offense & aggregate |
| <input type="checkbox"/> 12. XCU Coverages | |
| <input checked="" type="checkbox"/> 13. Automobile Liability | \$500,000 Bodily Injury & Property |
| <input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned | Damage each accident |
| <input type="checkbox"/> 15. Motor Carrier Act Endorsement | |
| <input checked="" type="checkbox"/> 16. Professional Liability | \$1,000,000 each claim \$2,000,000 aggregate |
| <input type="checkbox"/> 17. Garage Liability | \$ <u> </u> BI & PD each occurrence |

1,000,000

A.P.G.

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of Arrendondo, Zepeda & Brunz, LLC and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Arrendondo, Zepeda & Brunz, LLC is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

AZ&B Arrendondo, Zepeda & Brunz LLC
 Name of Contractor

By: Alfonso P. Garza
 Signature

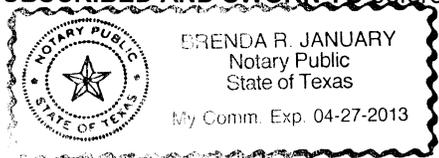
ALFONSO P. GARZA
 Print Name

PRESIDENT
 Title

1-13-11
 Date

STATE OF TEXAS §
 COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 13th day of January, 20 11.



Brenda R. January
 Notary Public, State of Texas

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDD/YYYY)
1/13/2011

PRODUCER
Insurance Pro's Agency, Inc.
3767 Forest Lane #124 PMB 1117
Dallas, Texas 75244-7100
214-922-8804

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Arredondo, Zepeda & Brunz, LLC

11355 McCree Road
Dallas, Tx 75238
214-341-9925

INSURERS AFFORDING COVERAGE
INSURER A: Hartford Ins. Group
INSURER B: Continental Casualty (Schinnerer)
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSHD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE(MMDD/YY) | POLICY EXPIRATION DATE(MMDD/YY) | LIMITS |
|----------------|-------|--|---------------|--------------------------------|---------------------------------|---|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ind Contractor <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC | 46SBABD1829 | 08-29-10 | 08-29-11 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 46UECZQ4557 | 08-29-10 | 08-29-11 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| A | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000 | 46SBABD1829 | 08-29-10 | 08-29-11 | EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ \$ \$ |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | 46WBCDU2337 | 05-01-10 | 05-01-11 | <input checked="" type="checkbox"/> WC STAT. <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| B | | Professional Liability | AEA113770058 | 08-29-10 | 08-29-11 | \$1,000,000 per claim \$1,000,000 aggregate \$ 75,000 deductible |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder its elected or appointed officials, agents, volunteers and employees are named as additional insured and is given waiver of subrogation ATIMA as respects work performed for them by the named insured
Re: Canyon Valley Trail - Silvertown Drive to Paraker Road West Project No.6100

CERTIFICATE HOLDER

City of Plano
Attn: Engineering
P. O. Box 860358
Plano, Texas 75086-0356

Fax#1-888-700-2341

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~XXXXXX~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

G. Michael Doherty



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|---|----------------------------------|-------------------------|--|----------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 01/24/11 | | |
| Department: | | Fire | | |
| Department Head | | Hugo R. Esparza | | |
| Agenda Coordinator (include phone #): Cynthia Morgan, ext. 7164 | | | | |
| CAPTION | | | | |
| A Resolution of the City Council of the City of Plano, Texas, repealing Resolution No. 2008-10-18(R) and creating a Fire Department Fee Schedule for fire inspections, fire plan reviews, and hazardous occupancies permits; and providing a repealer clause, a severability clause, and an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 10/11 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 350,000 | 0 | 350,000 |
| BALANCE | 0 | 350,000 | 0 | 350,000 |
| FUND(S): GENERAL FUNDS | | | | |
| <p>COMMENTS: Changes to the current Fire Code Fee Schedule Commercial Business Fire Inspection Program will add additional revenue to the Fire Department Budget in FY 2010-11 and into the future, producing an estimated additional revenue of \$350,000 per year.</p> <p>STRATEGIC PLAN GOAL: Periodic reviews and changes to the Fire Department Fire Code Fee Schedule relate to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| Revision to Fire Code Fee Schedule for fire inspections, fire plan reviews, and hazardous occupancies permits. | | | | |
| List of Supporting Documents: Resolution; Fee Schedule (Exhibit "A") | | | Other Departments, Boards, Commissions or Agencies | |
| | | | | |

A Resolution of the City Council of the City Of Plano, Texas, repealing Resolution No. 2008-10-18(R) and creating a Fire Department Fee Schedule for fire inspections, fire plan reviews, and hazardous occupancies permits; and providing a repealer clause, a severability clause, and an effective date.

WHEREAS, the City Council recognizes the importance of providing effective and efficient administration of services and programs of the City of Plano, which contribute to the health, safety, and general welfare of the citizenry; and

WHEREAS, to provide for the continuance of needed City services and programs, the City Council is of the opinion that a Fire Department Fee Schedule (Fee Schedule) should be adopted to cover increased costs of administering and providing City services and programs to the users of such, and the City Council has been presented a proposed Fee Schedule, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Fee Schedule, the City Council is of the opinion that a Fee Schedule should be adopted and approved and that a copy of the Fee Schedule should be on file with and made available to the public at the Fire Department.

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

Section I. The Fire Department Fee Schedule attached hereto as Exhibit "A," having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby adopted and approved.

Section II. Any fees established by previous resolution which are in conflict with the provisions of this Resolution are hereby repealed, and all other provisions of the Resolutions of the City of Plano not in conflict with the provisions of this Resolution shall remain in full force and effect.

Section III. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable, and if any phrase, clause, sentence, or section of this Resolution shall be declared unconstitutional or invalid by any judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph, or section of this Resolution, or any other portions even though it had known the affected parts would be held unconstitutional or invalid.

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

DULY PASSED AND APPROVED this the 24th day of January, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"

| FEE DESCRIPTION | FEE AMOUNT |
|---|---|
| EXISTING OCCUPANCY INSPECTIONS | |
| Commercial Business | |
| 0-2,000 | \$25.00 |
| 2,001-20,000 | \$50.00 |
| 20,001-100,000 | \$75.00 |
| 100,001-200,000 | \$125.00 |
| 200,001 + | \$250.00 |
| Parking Garages | \$75.00 |
| Apartments | |
| Garden | \$60.00 (per building) |
| Interior Access | \$75.00 (per building) |
| Fire Sprinkled Buildings will be Charged One Half the Inspection Fee | |
| Multi-story | |
| Multi-Story Building (3 or more floors in height) | \$75.00 (per floor) (maximum. \$450.00) |
| First Reinspection | \$ 0.00 |
| Second Reinspection: | \$35.00 |
| Additional Reinspections | \$75.00 |
| ANNUAL PERMITS REQUIRED FOR EXISTING OCCUPANCIES | |
| Aerosol Products – Manufactured, Storage, Retail Display of Level 2 & 3 > 500 lb. | \$100.00 |
| Combustible Fibers – Storage or Handling in Excess of 100 cu. ft. | \$100.00 |
| Compressed Gases (>2,000 cu. ft. Flammable; 6,000 cu. ft. Non-flammable) | \$100.00 |
| Cryogenic Fluids | \$100.00 |
| Dry Cleaning Plants with Flammable/Combustible Solvents | \$100.00 |
| Flammable and Combustible Liquids – Storage, Use and Handling (Greater than 25 gallons Indoors or 60 gallons Outdoors) | \$100.00 |
| Flammable Finishes Applied | \$100.00 |
| Hazardous Chemicals – Storage, Dispensing, Handling in Excess of the Exempt Amts. Listed in the current International Fire Code | \$100.00 |
| High-piled Combustible Stock Storage in Buildings Exceeding 2,500 square feet | \$100.00 |
| Liquefied Petroleum Gas (LP Gas) – Aggregate 120 gallons Water Capacity or More | \$100.00 |
| Oxidizers and Organic Peroxides – Storage, Dispensing, Handling | \$100.00 |
| Refrigeration (Mechanical) – Unit/System Containing > 20 lbs. Refrigerant (Exception: Air Conditioning Units or Systems) | \$100.00 |
| Repair Garages | \$100.00 |
| In-home Daycare (Annual Fee) | \$ 50.00 |
| MULTI-USE PERMIT – Any Combination of Permits – Not to Exceed | |
| | \$250.00 |
| FAILURE TO OBTAIN A PERMIT | |
| | 2 x Fee |
| CONTRACTOR REGISTRATION (ANNUAL FEE) | |
| All Contractors Installing, Repairing, or Inspecting Fire Protection Systems, or any System or Operation Regulated by the International Fire Code | \$100.00 |
| FIRE PLAN CHECK FEE | |
| 1-100,000 square feet - \$.035 Per square foot of Building Area (minimum \$60.00) | \$.035 per sq. ft. (minimum \$60.00) |
| 100,001–300,000 square feet - \$3,500 for 1 st 100,000; \$.017 for each additional square foot. | |
| 300,001 + square feet - \$6,900 for the first 300,000 + \$0.01 for each additional square foot. | |
| Fire Protection System Work (when the Fire Protection Contractor is the only Contractor working on site). | ½ Plan Check Fee (minimum \$100.00) |
| Restamp, Lost Plans, or Addendum to Project | \$30.00 per hour |
| NEW CONSTRUCTION REINSPECTION FEES: (MUST BE PAID BEFORE SCHEDULING & BUILDING INSPECTION FINAL INSPECTIONS) | |
| First Reinspection Fee | \$ 75.00 |
| Second Reinspection Fee | \$100.00 |
| Third Reinspection Fee | \$100.00 |
| Additional Reinspections | \$125.00 |
| MISCELLANEOUS | |
| Environmental Site Assessment (per site) | \$ 75.00 per hour |
| Fireworks (Outdoor) | \$300.00 |
| Flammable and Combustible Liquid Storage Tank (New Installation) | \$250.00 each tank |
| LP Gas Storage Tank (New Installation) | \$250.00 each tank |
| Tank or Fuel Line Repair (LP Gas or Flammable/Combustible Liquids) | \$200.00 per site |
| Pyrotechnics-Theatrical Effects | \$100.00 per event or \$500.00 per year |
| AFTER-HOURS INSPECTIONS: MINIMUM CHARGE OF TWO (2) HOURS | \$ 75.00 per hour |



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|--|----------------------------------|-------------------------------|--|---------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | January 24, 2011 | | |
| Department: | | Customer and Utility Services | | |
| Department Head | | Mark D. Israelson | | |
| Agenda Coordinator (include phone #): Nancy Rodriguez X7510 | | | | |
| CAPTION | | | | |
| Resolution of the City of Plano suspending the February 14, 2011, effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities Served by Oncor to hire legal and consulting services and to negotiate with the Company and direct any necessary litigation and appeals; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel for the Steering Committee; and providing an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(S): | | | | |
| COMMENTS: The request for a rate increase suspension request has no current fiscal impact to the City of Plano Operating Budget. STRATEGIC PLAN GOAL: Requesting a rate increase suspension relates to the City's Goal of Financially Strong City with Service Excellence, Strong, Local Economy and Partnering for Community Benefit. | | | | |
| SUMMARY OF ITEM | | | | |
| This Resolution suspends the February 14, 2011, effective date of Oncor Electric Delivery Company's requested rate change that has been requested at the Public Utility Commission of Texas. | | | | |
| List of Supporting Documents: Memorandum to City Council | | | Other Departments, Boards, Commissions or Agencies | |
| | | | | |

MEMORANDUM

TO: City Council

THROUGH: Thomas H. Muehlenbeck, City Manager

FROM: Mark D. Israelson, Assistant City Manager

RE: Oncor Electric Delivery Rate Case

DATE: January 24, 2011

*****ACTION MUST BE TAKEN TO SUSPEND THE EFFECTIVE DATE ON OR BEFORE FEBRUARY 14, 2011*****

PURPOSE

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about January 7, 2011 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$353 million. The Company asks the City to approve a 14.6% increase in residential rates, a 15.5% increase in commercial rates, and a 25.9% increase in street lighting rates. According to Oncor, annual rates would increase by approximately \$60 for an average residential customer.

The resolution suspends the February 14, 2011 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

DISCUSSION

The City of Plano is a member of a 146-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 20 years.

The current filing comes 15 months following the implementation of Oncor's last rate increase. That case is currently on appeal.

Explanation of "Be It Resolved" Paragraphs:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by February 14, 2011.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

Resolution of the City of Plano suspending the February 14, 2011, effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities Served by Oncor to hire legal and consulting services and to negotiate with the Company and direct any necessary litigation and appeals; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel for the Steering Committee; and providing an effective date.

WHEREAS, on or about January 7, 2011, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§33.001 and 36.001 filed with the City of Plano a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective February 14, 2011; and

WHEREAS, the City of Plano is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 146 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to setting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA §36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA §33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

Section I. That the February 14, 2011, effective date of the rate request submitted by Oncor on or about January 7, 2011, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

Section II. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of the Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

Section III. That the City's reasonable rate case expenses shall be reimbursed by Oncor on a monthly basis.

Section IV. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section V. A copy of this Resolution shall be sent to Oncor, care of Autry Warren, Oncor Electric Delivery Company, LLC, 1601 Bryan St., 23rd Floor, Dallas, Texas 75201 and to Geoffrey Gay, General Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

Section VI. This Resolution shall become effective immediately

DULY PASSED AND APPROVED this the 24th day of January, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|---|----------------------------------|-------------------------|--|-------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 01/24/11 | | |
| Department: | | Technology Services | | |
| Department Head | | David Stephens | | |
| Agenda Coordinator (include phone #): Amy Powell X7342 | | | | |
| CAPTION | | | | |
| <p>A Resolution of the City Council of the City of Plano, Texas, repealing prior Council action approving the Agreement with Microsoft Corporation for support services on October 25, 2010; approving a new Agreement By and Between Microsoft Corporation and the City of Plano, Texas in an amount not to exceed \$70,620.00 for support services; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p> | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2010-11 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 2,828,389 | 0 | 2,828,389 |
| Encumbered/Expended Amount | 0 | -2,073,054 | 0 | -2,073,054 |
| This Item | 0 | -2,310 | 0 | -2,310 |
| BALANCE | 0 | 753,025 | 0 | 753,025 |
| FUND(S): TECHNOLOGY SERVICES FUND (066) | | | | |
| <p>COMMENTS: The additional funds required for this secondary Microsoft Support agenda item are available in the 2010-11 Technology Services adopted budget. The remaining balance will be used for other maintenance agreements and support.</p> <p>STRATEGIC PLAN GOAL: Software support and service agreements relate to the City's Goal of Financially Strong City with Service Excellence.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| <p>Technology Services recommends Council approve an agreement with Microsoft Corporation through the Department of Information Resources, State of Texas (DIR), in the amount of \$70,620 for a premier support services agreement to provide the City with critical Microsoft support. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter F of the Local Government Code and by doing so satisfies any Sate Law requiring local governments to seek competitive bids for items. (DIR Contract No. DIR-SDD-821).</p> | | | | |
| List of Supporting Documents: Staff Memo and Contract and Resolution | | | Other Departments, Boards, Commissions or Agencies | |

Interoffice Memo

Date: January 13, 2011
To: David Stephens, Director Technology Services
Cc:
From: Chester M. Helt, Infrastructure Manager
RE: Microsoft Premier Support Contract

Since substantial changes were made to the contract between Microsoft Corporation and the City of Plano after it was approved by the City Council on October 25, 2010, Technology Services is requesting City Council repeal their earlier approval of the contract for Microsoft Premier Support services, and approve the new contract terms and conditions with the pricing of \$70,620.00. This purchase is being made through the State of Texas DIR contract number DIR-SDD-821 and will be for one year. This support contract provides the City with critical Microsoft support. It includes a total of 80 hours of support assistance hours and a total of 120 hours of support for problem resolution support. This support contract is crucial for our continuing support of the network. With it, we improve our network continuity and have less downtime for outages.

A Resolution of the City Council of the City of Plano, Texas, repealing prior Council action approving the Agreement with Microsoft Corporation for support services on October 25, 2010; approving a new Agreement By and Between Microsoft Corporation and the City of Plano, Texas in an amount not to exceed \$70,620.00 for support services; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, on October 25, 2010, the City Council approved an agreement with Microsoft Corporation for support services with the Microsoft system; and

WHEREAS, the department requests that the Council repeal its prior action approving the agreement on October 25, 2010 as substantial changes were made to the terms and conditions of the agreement after it was approved; and

WHEREAS, the City Council has been presented a new agreement for Premier Support Services between Microsoft Corporation and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the new agreement, and all matters attendant and related thereto, the City Council is of the opinion that its prior action approving the agreement on October 25, 2010 should be repealed, and the terms and conditions in the new agreement should be approved, and that the City Manager or his authorized designee shall be authorized to execute on behalf of the City of Plano.

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

Section I. The prior action approving the agreement with Microsoft Corporation on October 25, 2010 is hereby repealed.

Section II. The terms and conditions of the new agreement with Microsoft Corporation for support services at an amount not to exceed Seventy Thousand Six Hundred Twenty and 00/100 Dollars (\$70,620.00), having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section III. The City Manager or his authorized designee is hereby authorized to execute the revised agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the revised agreement.

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

DULY PASSED AND APPROVED this the 24th day of January, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**CONTRACT BY AND BETWEEN
CITY OF PLANO AND MICROSOFT CORPORATION
FOR PREMIER SUPPORT SERVICE**

THIS CONTRACT is made and entered into by and between **MICROSOFT CORPORATION**, whose address is 5335 Wisconsin Ave., NW, Suite 600, Washington, DC 20015, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon execution of this Contract by the Plano City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.
SCOPE OF SERVICES**

Contractor shall provide premier support service for the City's Microsoft Products. These services shall be provided in accordance with this Contract and with The Department of Information Resources Contract No. DIR-SDD-821, a copy of which is incorporated herein by reference in its entirety as if it were recited here verbatim and which is on file and available for inspection in the City of Plano Technology Services Department. This Contract consists of:

- (a) This Contract;
- (b) The Department of Information Resources Contract No. DIR-SDD-821 on file with the City of Plano Technology Services Department;
- (c) The Premier Support Services Description Agreement, to be executed simultaneously with this Agreement, including the Fee and Named Contracts (Exhibit "A"); and
- (d) Affidavit of No Prohibited Interest (Exhibit "B").

In the event there is a conflict in interpretation or terms, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

**II.
TERM OF CONTRACT**

Services provided under this contract shall commence on January 25, 2011 and expire on January 24, 2012.

**III.
PAYMENT**

Payments hereunder shall be made to Contractor within thirty (30) days of receiving Contractor's invoice for the services to be provided pursuant to this contract. Total compensation under this contract shall not exceed the sum of **SEVENTY THOUSAND SIX HUNDRED TWENTY AND 00/100 DOLLARS (\$70,620.00)**.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**IV.
DESCRIPTION OF SERVICES**

Contractor will provide the support services described in the Contract Documents and Exhibit "A" attached hereto. At City's request, Contractor may also provide additional services under this Contract at Contractor's then-applicable rates for such services or goods under the Department of Information Resources Contract No. DIR-SDD-821, or any additional contract addendums as executed by the Plano City Manager or his duly authorized designee.

**V.
CITY CONTACT**

City will provide Contractor with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable City's personnel to maintain contact, as needed, with Contractor.

**VI.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

**VII.
TIME AND PLACE OF SERVICE, LOSSES FROM NATURAL CAUSES**

Service will be provided at the location specified in the Contract Documents. When Contractor performs service at City's location, City will provide Contractor, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Contractor or its subcontractors will not be imposed as a site access requirement. City will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Contractor may perform its Services. Unless otherwise stated in this Contract, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays.

**VIII.
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all directly applicable Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which affect the work. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.
VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

**X.
ASSIGNMENT AND SUBLETTING**

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned without the prior written consent of City, except for assignments to a Contractor entity. Contractor may subcontract any portion of its performance under this Agreement. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. In the event any additional or different subcontractors are required or requested by City, or in the event City rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

**XI.
INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

**XII.
HINDRANCES AND DELAYS**

Neither party is liable for delays or lack of performance resulting from any causes or acts of God that are beyond that party's reasonable control.

**XIII.
AFFIDAVIT OF NO PROHIBITED INTEREST**

To the extent copies are provided to Contractor, Contractor acknowledges and represents Contractor is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "B."

**XIV.
DEFAULT/TERMINATION**

If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. If City is the defaulting party, it will have thirty (30) days to provide a written plan to cure the default that is acceptable to Contractor and begin implementing the cure plan immediately after plan approval. If Contractor is the defaulting party, Contractor will have the opportunity to provide a written plan to cure the default that is acceptable to the City. If the non-performing party fails to provide or implement a cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by City to Contractor will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Contractor will have no further obligation to provide Services.

**XV.
SEVERABILITY**

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

**XVI.
TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least sixty (60) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the expiration of the 60-day period.

If Contractor provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those

Services and City agrees to pay for such services on a time and materials basis at Contractor's then effective hourly rates.

**XVII.
PROPRIETARY INFORMATION; CONFIDENTIALITY;
INTELLECTUAL PROPERTY RIGHTS**

To the extent permitted by law, any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to City under this Agreement will remain Contractor's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Contractor's request. City may not disclose, without Contractor's written permission or as required by law, any such information, or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

**XVIII.
MAILING OF NOTICES**

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Contract shall be addressed to City at the following address:

City of Plano
Technology Services
P.O. Box 860358
Plano, Texas 75086-0358
Attn: David Stephens

City agrees that all notices or communications to Contractor permitted or required under this Contract shall be addressed to Contractor at the following address:

Microsoft Corporation
5335 Wisconsin Ave., NW
Suite 600
Washington, DC 20015
Attn: Kevin Hartley
Senior Attorney

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

**XIX.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

City agrees to reference this Agreement and The Department of Information Resources Contract No. DIR-SDD-821 on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Agreement; (ii) clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

**XX.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XXI.
HEADINGS**

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

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

MICROSOFT CORPORATION

By: *David T. Muehlenbeck*
Name: *David T. Muehlenbeck*
Title: *Director of Contracts*
Date: *01/14/11*

CITY OF PLANO, TEXAS

Date: _____ By: *Thomas H. Muehlenbeck*
CITY MANAGER

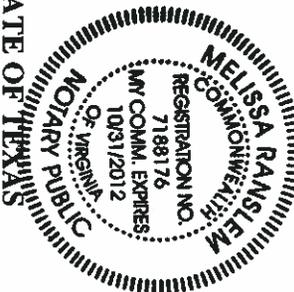
APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF Virginia §
COUNTY OF Fauquier §

This instrument was acknowledged before me on the 14 day of January,
20 11 by David T. Gallagher of MICROSOFT CORPORATION, a Washington
corporation on behalf of said corporation.



Melissa Ramslem
Notary Public, State of ~~Texas~~
Virginia

STATE OF ~~TEXAS~~ §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____,
20 ___ by _____, **Thomas H. Muehlenbeck**, City Manager of the **CITY OF**
PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

Exhibit A

State and Local Government – Microsoft Premier Support Services Description

DIR-SDD-821

Tex DIR Website:

<http://www.dir.state.tx.us/store/busops/go-direct/microsoft821.htm#con>

(Microsoft Affiliate to complete)

Services Description Number.

(For Microsoft Internal Purposes Only)

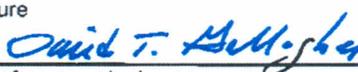
MSL Number

| |
|----------|
| |
| U7025244 |

This services description (“**Services Description**”) is made pursuant to the Microsoft Master Services Agreement – State & Local (the “**Agreement**”) effective as of 10/17/2008, which is incorporated herein by this reference. In this Services Description “**You**”, “**Your**” or “**Customer**” means the undersigned customer and “**We**,” “**Us**,” or “**Our**” means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement. This Services Description is comprised of this cover page and the Services Description terms below, which are incorporated herein by this reference.

| Customer Invoice Information | | |
|--|--|-------|
| Name of Customer City of Plano | Contact Name (This person receives invoices under this Services Description unless otherwise specified on Your purchase order.) | |
| Name of Customer or Affiliate that executed the Agreement if different than the undersigned State of Texas, acting by and through the Department of Information Resources | | |
| Street Address | Contact E-mail Address | |
| City | State/Province | Phone |
| Country | Postal Code | Fax |
| Invoicing | | |
| Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description. We must be in receipt of a purchase order, check, or other acceptable form of payment before We will begin providing Services. We will invoice You for additional Services performed and expenses incurred. Our invoices are payable in full within 30 days of receipt by You and will be directed to Your representative for payment at the address shown above unless otherwise provided in a purchase order. Notwithstanding the foregoing, multi-year Service Descriptions will be invoiced upon Our acceptance of this Services Description for year one and the remaining installments will be invoiced at the subsequent anniversaries of the Commencement Date as defined on the Fee and Named Contacts Schedule(s). We reserve the right to adjust Our fees prior to entering into any new Fee and Named Contacts Schedule(s). | | |
| Term | | |
| This Services Description will commence on <u>1/25/2011</u> and will expire on <u>1/24/2012</u> (the “Expiration Date”) unless otherwise extended by a subsequent FNC(s). | | |

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Services Description.

| Customer | Microsoft Affiliate |
|---|---|
| Name of Customer (please print) City of Plano | Name Microsoft Corporation |
| Signature | Signature  |
| Name of person signing (please print) | Name of person signing (please print) David T. Gallagher |

| | |
|--|---|
| Title of person signing (please print) | Title of person signing (please print) Director of Contracts |
| Date | Date 01-14-2011 |

1. OVERVIEW. This Services Description describes the various types of services that may be obtained (the "Services"). In addition, it sets forth the parties' respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. The Services focus on the following key areas:

Support Account Management from an assigned Microsoft resource ("Services Resource") helps to build and maintain relationships with Your management and service delivery staff and helps You arrange each element of the Premier Support to meet Your business requirements.

Workshops help You to prevent problems, increase system availability and assist with creating products and solutions based on Microsoft technologies.

Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problem is caused by Microsoft products.

Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Service as well as requests for consultative assistance for design, development and deployment issues.

Information Services provide Your staff with the latest knowledge on Microsoft technologies to enhance Your in-house support capabilities.

2. AVAILABLE SERVICES. You may utilize any combination of the following Services. Unless We specify otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours You have purchased as set forth in the attached Fee and Named Contacts Schedule(s). The complete list of Services below may not be available in all countries. For a detailed list of Services available outside the US, please contact Your Services Resource.

2.1 Support Account Management. Support Account Management services are intended to help coordinate the support and services relationship. The Services Resource is Your advocate within Microsoft and facilitates a team that can provide Workshops, Problem Resolution Support, and Support Assistance. The Services Resource also serves as the point of information delivery and provides Your feedback regarding the Services to other Microsoft groups. The Services Resource will engage with You in the following activities which will be deducted from the pre-paid hours listed in the "Premier Support Fees" section below:

- a. **Planning and Resource Facilitation.** At the commencement of this Service Description, an orientation and planning session can be conducted with Your management and staff via teleconference or onsite if an onsite visit has been purchased. The purpose of this meeting is to discuss the Services available, gather input regarding Your support needs, and jointly plan Your use of the Services.
- b. **Status Meetings and Reporting.** A standard status report can be prepared on a regular basis, to summarize the Services delivered during the previous reporting period. Status meetings will be conducted to discuss Service activities, monitor Your satisfaction levels, and discuss actions or adjustments that may be required. Customized reporting can be provided at Your request and any additional related labor will be deducted from Your Support Assistance hours.
- c. **Escalation Management.** Support issues that require escalation to other resources within Microsoft can be closely managed by the Services Resource to expedite resolution.

2.2 Workshops and Events. The goal of Workshops and Events is to provide You proactive technical information to assist in the design, development or deployment of Microsoft technologies. **All registration requirements for Workshops and Events must be completed by You 60 days prior to the expiration date of the applicable Fee and Named Contacts Schedule(s).** Additional benefits may include instruction to help reduce the number and minimize the impact of problems related to Microsoft Products that You experience. Workshops and Events can include the following:

- a. **Workshops.** We can conduct instructor-led training sessions that emphasize Microsoft technologies at Your facility or on location at Microsoft. If You elect to have a Workshop conducted at Your facility, We will provide You with specifications for configuring Your environment prior to the delivery of the Workshops. Workshops are

individually scoped and priced depending upon the length, delivery location and material presented. Your Services Resource can provide You with a current list of available Workshops.

- b. **Events.** We can provide broad and deep technical development-focused presentations, combined with hands-on labs that provide training and facilitate Your implementations of Microsoft technologies. These Events provide the opportunity to interact with Microsoft product groups, Premier support development resources and marketing contacts. Your Services Resource can provide You with notification of scheduled Events.

2.3 Problem Resolution Support. Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products. Problem Resolution Support is available 24 hours a day, 7 days a week. Requests for support may be submitted via telephone or electronically through the Premier online website by Your designated contacts, except for Severity 1 and A which must be submitted via telephone as set forth below in Section 2.3(a). Problem Resolution Support can include any combination of the following:

- a. **Problem Request (Break-Fix).** An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. Incidents requiring an onsite visit will be charged on an hourly basis and will include charges for reasonable travel and living expenses. In certain situations, We may provide You with a modification to the commercially available Microsoft product software code to address specific critical problems ("Hotfix(es)") in response to an assisted break-fix support request. Hotfixes are designed to address Your specific problems and are not regression tested. Except as otherwise provided herein or in an Exhibit, Hotfixes may not be distributed to unaffiliated third parties without Our express written consent.

Problem resolution support is charged on an hourly basis and includes the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support issue. Hours-based incidents are deducted from the pre-paid hours set forth in the attached Fee and Named Contacts Schedule(s) or charged to You in arrears if all pre-paid hours have been exhausted.

You are responsible for setting the initial severity level in consultation with Us and You can request a change in severity level at any time. The incident severity will determine the response levels within Microsoft and estimated response times and Your responsibilities are defined in the following table:

| Severity | Situation | Our Expected Response | Your Expected Response |
|--|--|---|---|
| 1 Submission via phone only | <ul style="list-style-type: none"> Catastrophic business impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue Needs immediate attention | <ul style="list-style-type: none"> 1st call response in 1 hour or less Our Resources at Your site as soon as possible. Continuous effort on a 24x7 basis Rapid Escalation within Microsoft to Product teams Notification of Our Senior Executives | <ul style="list-style-type: none"> Notification of Your Senior executives Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² Rapid access and response from change control authority |
| A Submission via phone only | <ul style="list-style-type: none"> Critical business impact: Significant loss or degradation of services Needs attention within 1hour | <ul style="list-style-type: none"> 1st call response in 1 hour or less Our Resources at Your site as required. Continuous effort on a 24x7 basis Notification of Our Senior Managers | <ul style="list-style-type: none"> Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² Rapid access and response from change control authority Management notification |
| B Submission via phone or web | <ul style="list-style-type: none"> Moderate business impact: Moderate loss or degradation of services but work can reasonably continue in an impaired manner. Needs attention within 2 Business Hours¹ | <ul style="list-style-type: none"> 1st call response in 2 hours or less Effort during Business Hours¹ only | <ul style="list-style-type: none"> Allocation of appropriate resources to sustain Business Hours¹ continuous effort Access and response from change control authority within 4 Business Hours¹ |
| C Submission via phone or web | <ul style="list-style-type: none"> Minimum business impact: Substantially functioning with minor or no impediments of services. Needs attention within 4 | <ul style="list-style-type: none"> 1st call response in 4 hours or less Effort during Business Hours¹ only | <ul style="list-style-type: none"> Accurate contact information on case owner Responsive within 24 hours. |

Business Hours¹

¹ Business Hours are defined as 6AM to 6PM Pacific Time, Monday through Friday excluding holidays.

² We may need to downgrade the severity level if You are not able to provide adequate resources or responses to enable Us to continue with problem resolution efforts.

You may be required to perform problem determination and resolution activities as requested by Us. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

You are responsible for implementing the procedures necessary to safeguard the integrity and security of Your software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures.

- b. Rapid Onsite Support Services. You can request on-site support as an additional billable service. Our ability to provide onsite support is subject to Our resource availability, and the tasks performed will vary depending on the situation, environment, and business impact of the issue.
- c. Software Assurance Benefits. You may elect to convert Your Software Assurance 24x7 Problem Resolution Support Incidents (SA PRS Incidents) to Premier Problem Resolution Support (PPRS) hours or incidents for use consistent with Your Premier service plan at the time of transfer. This conversion is based on a local rate calculation that will be provided by your Services Resource. You may be required to purchase additional Support Account Management hours before converting SA PRS incidents/hours. All SA PRS Incidents You transfer are subject to this Services Description.

2.4 Support Assistance. Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for consultative assistance for design, development and deployment issues. Your Services Resource will work with You to determine Your specific Support Assistance needs.

The following are types of Support Assistance that can be utilized under this Services Description:

- a. Infrastructure Support Assistance. Infrastructure Support Assistance includes informal advice, guidance and knowledge transfer intended to help You implement Microsoft technologies in ways that avoid common support issues and decrease the likelihood of system outages.

These services also help You to resolve problems that are not attributed to Microsoft Products including:

- Errors caused by Your networking infrastructure, hardware, non-Microsoft software, operational procedures, architecture, IT service management process, system configuration or human error.
- Multi-vendor coordination interoperability problems. Upon Your request, We will collaborate with third-party software suppliers to help resolve complex multi-vendor product interoperability issues.

- b. Reviews. A review is an assessment of a specific system, application or architecture to address design, development, deployment, and supportability issues for current or planned implementations of Microsoft technologies. Each review is individually scoped and estimated prior to scheduling resources, and a written report is produced to document findings and recommendations. **All requests for reviews and the applicable data must be submitted to Us no later than 60 days prior to expiration date of the applicable Fee and Named Contacts Schedule(s).**
- c. Development Support Assistance. Development Support Assistance helps You in Your creation and development of internal applications on the Microsoft platform that integrate Microsoft technologies. Development Support Assistance specializes in Microsoft development tools and technologies.
- d. Lab Access. Microsoft can provide You with access to a lab facility to assist You with product development, benchmarking and testing, prototyping and migration activities on Microsoft products. These facilities must be scheduled in advance and are subject to availability.

2.5 Information Services. Information Services provide You with technical information about Microsoft products and support tools that help You to implement and operate Microsoft products in a more efficient and effective manner. Information Services can include any combination of the following:

- a. Premier online website. The Premier online website provides access to the following information resources at no additional charge:

- Regularly updated product news flashes documenting key support and operational information about Microsoft products.
 - Critical problem alerts notifying You of potentially high-impact problems.
 - Web response tool for submitting and checking the status of support incidents.
 - Microsoft KnowledgeBase of technical articles and troubleshooting tools and guides.
- b. Support Webcasts. Support webcasts are regularly scheduled webcast discussions led by Our program managers, developers and professionals covering key areas of Microsoft technology. These are provided at no additional charge and require high speed internet access to participate.

2.6 Additional Services. You may request changes or additions to this Services Description at any time. Additional Services that are available for purchase, and the specific terms and conditions applicable to those Services, may be set forth in this Services Description, an attached Exhibit and/or Fee and Named Contacts Schedule(s). Additional Services will be invoiced at the prevailing price at the time the Services are rendered or upon acceptance of an Exhibit and/or Fee and Named Contacts Schedule(s) referencing this Services Description. If you purchase additional Problem Resolution Support hours or convert Software Assurance hours to Problem Resolution Support hours, you may also be required to purchase additional Services Management hours. Prior to delivering additional Services, We must be in receipt of a purchase order, check or other acceptable form of payment.

3. PREREQUISITES AND ASSUMPTIONS. Our delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:

- a. All Services will be provided remotely to Your locations in the United States unless otherwise set forth in an Exhibit to this Services Description (see section 3(k) below). Where additional onsite visits are mutually agreed, and not pre-paid and defined on your Fee and Named Contacts Schedule, You will be billed for reasonable travel and living expenses in arrears.
- b. All Services will be provided in the English language unless otherwise agreed to by You and Us in writing or in an Exhibit to this Services Description.
- c. We will provide support for all United States versions of commercially released generally available Microsoft products unless otherwise set forth in an Exhibit to this Services Description or specifically excluded on the Premier online website. Support for those Microsoft products that have entered the Extended Support Phase, as defined on the Premier online website, will be charged on an hourly basis only. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Phase of support unless You have purchased such support in an Exhibit to this Services Description.
- d. Support for pre-release products is not provided except as otherwise provided in an attached Exhibit.
- e. **ALL SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE TERM OF FEE AND NAMED CONTACTS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE TERM OF THE APPLICABLE FEE AND NAMED CONTACTS SCHEDULE(S).**
- f. Support Assistance is dependent upon the availability of resources.
- g. We can access Your system via remote dial-in to analyze problems at Your request. Our personnel will access only those systems authorized by You. We may provide You with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to Us promptly upon request. In order to utilize remote dial-in assistance, You must provide Us with the appropriate access and necessary equipment.
- h. You must have access to the Internet in order to take advantage of Internet-based services.
- i. Additional Prerequisites and Assumption may be set forth in relevant Exhibits.
- j. When purchasing Problem Resolution Support, we will require a corresponding quantity of Support Account Management to facilitate delivery of your Problem Resolution Support. If you purchase additional Problem Resolution Support, Support Assistance, or if you convert Software Assurance hours to Problem Resolution Support hours or incidents, you may be required to purchase additional Support Account Management.
- k. Resource Site Visits (number of trips to Your location) are mutually agreed upon at acceptance of this Services Description and the total fixed price amount for these visits are included in Your Fee and Named Contacts Schedule.

4. YOUR RESPONSIBILITIES. This section sets forth Your performance obligations under this Services Description. Our performance is predicated upon You fulfilling the following responsibilities in addition to those set forth in Section 2.3 and any applicable Exhibits. Failure to comply with the following responsibilities may result in delays of Service.

- a. You can designate named contacts as set forth in the attached Fee and Named Contacts Schedule(s), one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Your team and will manage all of Your support activities, and internal processes for submitting support requests to Us. Each contact will be supplied with an individual account number for access to the Premier online website, support issue submission and access to Your Services Resource. In addition to the named contacts, You may also identify two types of group contacts as follows:
 - One type will receive a shared account ID that provides access to the Premier online website for information content and the ability to submit support requests through the Premier online website or by telephone.
 - One type will receive a shared account ID that provides access to the Premier online website for information content only.
- b. You agree to work with Us to plan for the utilization of Services based upon the service level You purchased.
- c. You agree to provide an internal escalation process to facilitate communication between Your management and Us as appropriate.
- d. You agree to respond to customer satisfaction surveys We may provide to You from time-to-time regarding the Services.
- e. You agree to provide reasonable office space, telephone and high speed internet access, and access to Your internal systems and diagnostic tools to Our Services Resources that are required to be on-site.
- f. You are responsible for any travel and expenses incurred by Your employees or contractors.

5. ADDITIONAL TERMS AND CONDITIONS. Except as otherwise set forth in an Exhibit (or attachment to an Exhibit) to this Services Description, this section governs the ownership and use rights of any computer code or other materials that may be provided under this Services Description.

- a. **Pre-existing Work.** All rights in any computer code or materials developed or otherwise obtained by or for Us or Our affiliates, or You or Your affiliates independently of this Services Description ("Pre-existing Work") shall remain the sole property of the Party providing the Pre-existing Work. During the performance of the Services for this Services Description, each Party grants to the other Party (and Our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other Party solely for the performance of such Services. We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) Our Pre-existing Work in the form delivered to You for Your internal business operations without any obligation of accounting or payment of royalties. Your licenses to Our Pre-existing Work are conditioned upon Your compliance with the terms of the Agreement and this Services Description and the perpetual license applies solely to Our Pre-existing Work that is left to You at the conclusion of Our performance of the Services.
- b. **Materials.** All rights in any materials developed by Us (other than software code) and provided to You in connection with the Services ("Materials") shall be owned by Us except to the extent such Materials constitute Your Pre-existing Work. Upon payment in full, We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for Your internal business operations and without any obligation of accounting or payment of royalties. You may sublicense the rights granted herein to Your Affiliates. All rights not expressly granted, are reserved.
- c. **Sample Code.** We grant You a nonexclusive, perpetual, royalty-free right to use and modify any software code provided by Us for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that You agree: (i) to not use Our name, logo, or trademarks to market Your software product in which the Sample Code is embedded; (ii) to include a valid copyright notice on Your software product in which the Sample Code is embedded; and (iii) to indemnify, hold harmless, and defend Us and Our suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of the Sample Code.
- d. **Open Source License Restrictions.** Because certain third party license terms require that computer code be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge (collectively, "open source license terms"), the license rights that each Party has granted to any computer code (or any intellectual property associated

therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to open source license terms.

Furthermore, each Party warrants that it will not provide or give to the other Party computer code that is governed by open source license terms.

e. **Reservation of Rights.** All rights not expressly granted in this Section 5 are reserved..

6. Attachments: The following Schedule(s) and Exhibits are attached at the execution of this Services Description:

✓ Microsoft Premier Support Services Description Schedule: Fee and Named Contacts Schedule

**Microsoft Premier Support Services Description Schedule:
Fee and Named Contacts**

DIR-SDD-821

Tex DIR Website:

<http://www.dir.state.tx.us/store/busops/go-direct/microsoft821.htm#con>

| | | |
|-------------------------|--|--|
| Customer: City of Plano | (Microsoft Affiliate to complete) Premier Support Services Description Number (Microsoft Affiliate to complete) Schedule Number | |
|-------------------------|--|--|

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. Regardless of any terms and conditions contained in any purchase order, the terms of this Schedule apply.

Term
 This Schedule will commence on 1/25/2011 (the "Commencement Date") and will expire on 1/24/2012 (the "Expiration Date").

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

| Services Summary | Price (US\$) |
|------------------------|-----------------|
| Country: United States | \$70,620 |
| | |
| Total | \$70,620 |

b. Services by Support Location

| |
|--|
| Country: United States (Premier Standard 0 +10) |
| <ul style="list-style-type: none"> • Support Account Management (estimated at 130) • Up to 80 hours Workshops, Support Assistance* • Up to 120 hours Problem Resolution Support |

*All registration requirements for Workshops and Events must be completed by You no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

| |
|---|
| Microsoft Contact Name: Robert Van Meter |
| Address: Microsoft Corporation 7000 N. SH 161, LC-1/3761 Irving, TX 75039 |
| Phone: 469-775-7048 |
| Email: robvme@microsoft.com |
| Facsimile: 425-708-0154 |

3. CUSTOMER NAMED CONTACTS

a. Premier Customer Named Contacts: Any subsequent changes to the Named Contacts should be submitted to the Services Resource CSM.

| | |
|----------------------------|----------------------------|
| CSM Name: | Named Contact Name: |
| Address: _____ _____ | Address: _____ _____ |
| Phone: () | Phone: () |
| Email: | Email: |
| Facsimile: () | Facsimile: () |

| | |
|----------------------------|----------------------------|
| Named Contact Name: | Named Contact Name: |
| Address: _____ _____ | Address: _____ _____ |
| Phone: () | Phone: () |
| Email: | Email: |
| Facsimile: () | Facsimile: () |

EXHIBIT "B"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of **Microsoft Corporation**, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **Microsoft Corporation** is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

Microsoft Corporation
Name of Contractor

By: David T. Gallagher
Signature

David T. Gallagher
Print Name

Director of Contracts
Title

1-14-11
Date

STATE OF Virginia §
§
COUNTY OF Fauquier §

SUBSCRIBED AND SWORN TO before me this 14 day of January,
2011.

Melissa Ranslem
Notary Public, State of Virginia





**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|--|----------------------------------|-------------------------|--|---------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 01/24/11 | | |
| Department: | | Finance | | |
| Department Head | | Denise Tacke | | |
| Agenda Coordinator (include phone #): Katherine Crumbley x7479 | | | | |
| CAPTION | | | | |
| A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amended Tax Abatement Agreement by and between Air System Components, Inc. and the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 10-11 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(S): | | | | |
| COMMENTS: This item has no fiscal impact. | | | | |
| SUMMARY OF ITEM | | | | |
| The amended agreement adds the real property owner as a party to the contract and corrects the Reinvestment Zone designation to reflect which zone the property is located in. | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Amended Tax Abatement Agreement | | | | |

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amended Tax Abatement Agreement by and between Air System Components, Inc. and the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed First Amended Tax Abatement Agreement between Air System Components, Inc., Plano Tech Partners, Ltd., and the City of Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, the amended agreement adds the real property owner as a party to the contract and corrects the Reinvestment Zone designation to reflect which zone the property is located in; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED this the 24th day of January, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. This First Amended Tax Abatement Agreement supersedes the Tax Abatement Agreement between the City of Plano, Texas and Air System Components, Inc. approved on the 25th day of October 2010 by the City Council of the City of Plano, Texas.

2. The real property subject to this Agreement is located at 605 Shiloh Road and is within the property described by metes and bounds in **EXHIBIT "A"** (the "Real Property") attached hereto and made a part hereof and more particularly shown on the Improvement area, Building 9 as marked on **EXHIBIT "B"**. At the time of this Agreement, Plano Tech Center Partners, Ltd., is the Owner of the Real Property and Air System Components, Inc. is the Lessee of the Real Property.

JOBS

3. The Lessee estimates the proposed occupancy of the Real Property for Building 9 as shown in **EXHIBIT "B"** (the "Development") will result in the retention, creation or transfer of 130 full time jobs ("Job Equivalents") at the Development in Plano by the Commencement Date (as defined below in Section 3). "Job Equivalent" shall mean one or more Company job positions located at the Development which individually or when combined total 2080 hours on an annual basis (inclusive of holidays, vacation and sick leave).

IMPROVEMENTS

4. The Lessee shall occupy not less than 90,000 gross square feet of commercial/industrial space on the Real Property by the Commencement Date. The "Commencement Date" means the date of occupancy of the Real Property by the Lessee but in no event shall be later than January 1, 2011. The Lessee and/or Owner shall make real property improvements to the Real Property with a taxable value of not less than Four Million Five Hundred Thousand Dollars (\$4,500,000.00) by January 1, 2011 subject to the Lessee having additional time as may be required in the sole discretion of the City in the "event of force majeure" if Lessee is diligently and faithfully pursuing the completion of the Improvements or made substantial progress toward the completion of the Improvements. Real Property Improvements to be made by the Lessee include but are not limited to a complete construction and finish out of the interior space for office and warehouse facilities. The term "Event of Force Majeure" means any contingency or cause beyond the control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Owner's or Lessee's operations in the City.

DEFAULT

5. Any of the following events shall be deemed a breach of this Agreement resulting in default:

(a) Owner allows its real property taxes located on the Real Property owed the City to become delinquent and fails to either (1) timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes, or (2) cure such delinquency within 30 days of receipt of notice of such delinquency; or

(b) Lessee fails to occupy the Improvements on or before the Commencement Date, subject to delay due to “Event of Force Majeure”; or

(c) The value of real property improvements on the Real Property on January 1, 2011 is less than the minimum amounts set forth in paragraphs 3 above; or

(d) The assessed value of the Improvements falls below the minimum amounts set forth in paragraph 3 above as the result of the Owner filing a protest or as a result of the removal of Improvements from the Real Property; or

(e) Lessee fails to employ at least 75% of the required Job Equivalents as provided in paragraph 2 above, subject to delay due to “Event of Force Majeure”; or

(f) Owner and Lessee fail to provide annual certification as required in paragraph 8 below; or

(g) Owner or Lessee has been convicted of a violation under 8 U.S.C. Section 1324a (f) regarding the unlawful employment of aliens at the Development.

6. In the event that the Owner and/or the Lessee defaults under this Agreement then the City shall give the Owner and Lessee written notice of such default and if the defaulting party has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, this Agreement may be terminated by the City. Notice shall be in writing as provided below. Upon the occurrence of an event of default other than under Paragraphs 5(a) or 5(g) above and after the defaulting party fails to cure same within the cure period, this Agreement shall terminate upon delivery of written notice by the City to Owner and Lessee and all taxes due after termination of this Agreement shall be paid in full without the benefit of any abatement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

7. Upon the occurrence of an event of default under Paragraph 5(a) above and after Owner fails to cure same in accordance herewith or upon the occurrence of an event of default under Paragraph 5(g), this Agreement shall terminate upon delivery of written notice by the City to Owner with respect to the tax abatement attributable to the Real Property improvements and all taxes, including previously abated taxes which would have been paid to the City without the benefit of this Agreement, shall become due and owing to the City, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07.

ANNUAL CERTIFICATION

8. Beginning November 1, 2011 and on or before the 1st day of November of each calendar year thereafter during the Term (as defined below) of this Agreement, the Owner and the Lessee, or its successors or assigns, must provide annual certification (substantially in the form attached as **EXHIBIT "C"** for Owner and **Exhibit "D"** for Lessee hereto) to the Governing Body of the City certifying compliance with each applicable term of the Agreement.

ASSIGNMENT

9. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by Owner or Lessee unless written permission is first granted by the City, which permission shall be at the reasonable discretion of the City, except under the following conditions:

(a) Assignment to an affiliate of Owner or Lessee is permissible upon a written agreement by the affiliate to be bound by the terms of this Agreement ;

(b) A transfer or assignment of this Agreement by Owner or Lessee to other successors or assigns is permissible wherein the successors or assigns agree to be bound by the terms of this Agreement prior to the transfer or assignment and Owner or Lessee shall continue to conduct business on the subject premises, and shall remain the primary tenant or landlord.

Assignment under either (a) or (b) above may be made without consent of the City; however, Owner agrees to give thirty (30) days prior written notice to the City of any assignment or transfer of interest allowed pursuant to subparagraphs (a) and (b) hereof. Failure of Owner or Lessee to provide notice or obtain prior written agreement for any assignee or successor to be bound by the terms of this Agreement within (30) days of due date upon written demand by the City will result in all taxes, including previously abated taxes which would have been paid to the City without the benefit of this Agreement, becoming due and owing to the City, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07.

If (A) Owner desires to assign this Agreement and the City's consent is required to such assignment, and (B) the City does not consent to such assignment, then the Owner may terminate this Agreement by delivering written notice to the City, and upon such termination, the Owner and the City shall have no further rights, duties or obligations under this Agreement.

ABATEMENT PROVISIONS

10. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City, a portion of ad valorem real property improvement taxes belonging to Owner located on the Real Property otherwise owed to the City shall be abated as follows:

(a) The tax abatements as to Real Property improvements, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2011, through December 31, 2020 (the "Term").

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty (50%) of the taxable value of the Real Property improvements for each tax year from January 1, 2011, through December 31, 2020.

(c) The Owner shall have the right to protest and/or contest any assessment of the real property improvements, and the abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Notwithstanding the above, it shall be a breach of this Agreement if assessed values fall below those in paragraph 3 as a result of an Owner filed protest and/or contest or removal of improvements from the Real Property.

NOTICE

11. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For City by notice to:

City of Plano
Attention: Mr. Thomas H. Muehlenbeck
City Manager
P.O. Box 860358
Plano, Texas 75086-0358

With copy to:

City of Plano
Attention: Ms. Diane C. Wetherbee
City Attorney
P.O. Box 860358
Plano, Texas 75086-0358

For Lessee by notice to:

Air System Components, Inc.
Attn: Jon Muckley,
Vice President
605 Shiloh Road
Plano, Texas 75074

With a copy to:

Tomkins Law Department
Attn: Corporate Counsel, Air System Components, Inc.
1551 Wewatta Street, MC10-A5
Denver, CO 80202

For Owner by Notice to:

Plano Tech Center Partners, Ltd.
c/o Peloton Real Estate Partners
Attn: Chuck Sellers
1616 Woodall Rodgers Freeway # 600
Dallas, TX 75202

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

MISCELLANEOUS PROVISIONS

12. The Owner and Lessee further agree that the City, its agents and employees, shall have reasonable right (with no less than 5 business days prior written notice to Owner) to access the Real Property during regular business hours to inspect the real property improvements in order to insure that the real property improvements are in accordance with this Agreement and all applicable federal, state, and local laws and regulations. During the term of this Agreement City shall have the continuing right (with no less than 5 business days prior written notice to Owner and Lessee) to inspect the Real Property during regular business hours to insure that the real property improvements are thereafter maintained in accordance with this Agreement.

13. **INDEMNIFICATION: IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT THE OWNER AND LESSEE, IN PERFORMING THEIR OBLIGATIONS HEREUNDER, ARE ACTING INDEPENDENTLY, AND THE CITY ASSUMES NO RESPONSIBILITIES OR LIABILITIES IN CONNECTION THEREWITH TO THIRD PARTIES AND OWNER AND LESSEE AGREE TO INDEMNIFY AND HOLD HARMLESS CITY FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTIONS, INCLUDING ATTORNEYS' FEES, OF ANY NATURE WHATSOEVER ARISING OUT OF OWNER'S DEFAULT OF ITS OBLIGATIONS HEREUNDER.**

14. The City represents and warrants that the Property does not include any property that is owned by it or its council or boards, agencies, commissions, or other entities approving, or having responsibility for the approval of this Agreement.

15. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 24th day of January, 2011, authorizing the City Manager to execute the Agreement on behalf of the City.

16. This Agreement was entered into by Owner and Lessee pursuant to their duly authorized representative.

17. This instrument shall constitute a valid and binding agreement between the City, Lessee and Owner when executed in accordance herewith.

18. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement is performable in Collin County, Texas. Signed this ____ day of _____, 2011.

ATTEST:

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

Di Zucco, CITY SECRETARY

Thomas H. Muehlenbeck, CITY MANAGER

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

Air System Components, Inc., a Delaware corporation

By: _____
Name: _____
Title: _____

Plano Tech Center Partners, Ltd.

By: _____
Name: _____
Title: _____

EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 119

Real Property
Metes and Bounds

FIELD NOTES
BUILDINGS 9 AND 10

LOT 5, BLOCK 1 PLANO TECH CENTER II

BEING a tract of land situated in the J.B. Roundtree Survey, Abstract No. 759 and J.T. McCullough Survey, Abstract No. 633, and being all of Lot 5, Block 1 of Plano Tech Center II, an addition to the City of Plano as recorded in Cabinet N, Page 862 of the Plat Records of Collin county, Texas (P.R.C.C.T.), same being part of a tract of land described in Special Warranty deed to Argent Plano Realty, L.P., dated May 24, 2000, as recorded in Volume 4678, Page 2236, Deed Records of Collin County, Texas, (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at the northeast corner of a tract of land described by deed to Patrick Hillary as recorded in Volume 2206, Page 185, D.R.C.C.T., said point being on the west right-of-way line of Shiloh Road (variable width);

THENCE South 87 degrees 10 minutes 35 seconds West, departing said west right-of-way line and along the north line of said Hillary Tract, a distance of 570.20 feet to a ½ inch found iron rod with a yellow plastic cap stamped "HALFF ASSOC. INC", (hereinafter referred to as "with cap") for corner, said corner being the northwest corner of said Hillary Tract;

THENCE North 01 degree 26 minutes 31 seconds West, a distance of 16.55 feet to a point for corner;

THENCE South 89 degrees 40 minutes 24 seconds West, a distance of 312.80 feet to a 1/2 inch found iron rod with cap for corner;

THENCE North 00 degrees 21 minutes 11 seconds West, a distance of 138.22 feet to an aluminum disk found in concrete for corner, said corner being the most southerly southeast corner of Lot 1, Block 1 of Plano Tech Center II, an addition to the City of Plano as recorded in Cabinet N, Page 459, P.R.C.C.T.;

THENCE North 64 degrees 59 minutes 53 seconds East, along the common line between said Lot 1 and said Lot 5, a distance of 50.51 feet to a ½ inch found iron rod with cap for corner;

THENCE North, continuing along said common line, a distance of 681.25 feet to a found "X" cut in concrete for corner;

THENCE North 89 degrees 51 minutes 32 seconds East, departing said common line, a distance of 313.72 feet to a ½ inch found iron rod with cap for corner;

THENCE South 00 degrees 15 minutes 46 seconds East, a distance of 99.57 feet to a found “X” cut in concrete for corner:

THENCE South 89 degrees 56 minutes 16 seconds East, a distance of 419.48 feet to a found “X” cut in concrete for corner, said point being on the west line of a tract of land described by deed to Texas Power & Light Company (known as Tract 2) as recorded in Volume 874, Page 566, D.R.C.C.T.;

THENCE South 00 degrees 11 minutes 54 seconds West, along said west line, a distance of 646.72 feet to a ½ inch found iron rod with cap for corner, said corner being the southwest corner of said Tract 2:

THENCE North 87 degrees 11 minutes 54 seconds East, along the south line of said Tract 2, a distance of 76.77 feet to a ½ inch found iron rod with cap for corner, said corner being the southeast corner of said Tract 2:

THENCE North 00 degrees 35 minutes 54 seconds East, along the east line of said Tract 2, a distance of 1194.03 feet to a ½ inch found iron rod with cap for corner on the west right-of-way line of said Shiloh Road, said corner being on a non-tangent circular curve to the left, having a radius of 1255.00 feet and whose chord bears South 09 degrees 55 minutes 53 seconds East, a distance of 42.48 feet;

THENCE Southerly, along said west right-of-way line and along said circular curve to the left, through a central angle of 01 degree 56 minutes 23 seconds and an arc distance of 42.49 feet to a ½ inch found iron rod with cap for the point of reverse curvature of a circular curve to the right, having a radius of 1145.00 feet and whose chord bears South 05 degrees 09 minutes 05 seconds East, a distance of 229.42 feet;

THENCE Southerly, continuing along said west right-of-way line and along said circular curve to the right, through a central angle of 11 degrees 29 minutes 58 seconds and a arc distance of 229.81 feet to a ½ inch found iron rod for the point of tangency;

THENCE South 00 degrees 35 minutes 54 seconds West, continuing along said west right-of-way line, a distance of 858.99 feet to a found “X” cut in concrete for corner;

THENCE South 00 degrees 39 minutes 42 seconds West, continuing along said west right-of-way line, a distance of 149.97 feet to the POINT OF BEGINNING AND CONTAINING 625,615 square feet or 14.36 acres of land, more or less.

EXHIBIT "B" SITE PLAN

EXHIBIT "A-1" FLOOR PLANS

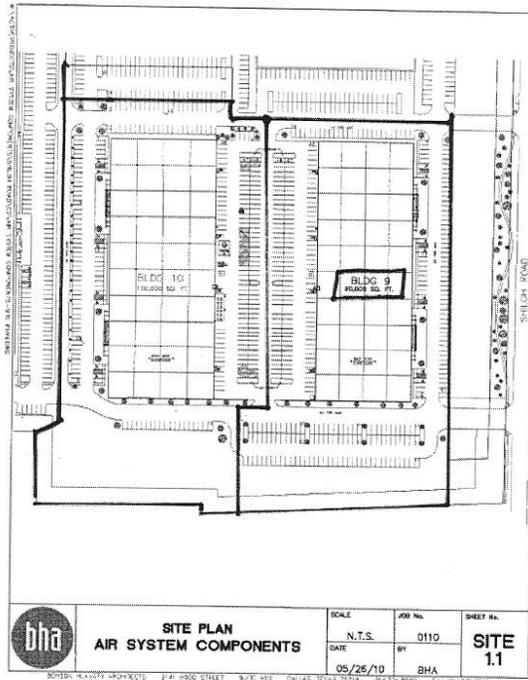


EXHIBIT "C"
CERTIFICATION FORM
REINVESTMENT ZONE NO. 119

[DATE]

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

RE: Certification Form – Reinvestment Zone No. 119
Tax Abatement Agreement (the "Agreement") between Plano Tech Center Partners, Ltd.,
Air System Components, Inc., ("Company") and the City of Plano, dated as of

This letter certifies that Owner is in compliance with each applicable term as set forth in the Agreement. The term of the Agreement is January 1, 2011, through December 31, 2020. This form is due on November 1 of each year the Agreement is in force.

Plano Tech Center Partners, Ltd, a Texas
Limited Partnership

By: _____
Name: _____
Title: _____

**EXHIBIT “D”
CERTIFICATION FORM
REINVESTMENT ZONE NO. 119**

[DATE]

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

RE: Certification Form – Reinvestment Zone No. 119
Tax Abatement Agreement (the “Agreement”) between Plano Tech Center Partners, Ltd.,
Air System Components, Inc., (“Company”) and the City of Plano, dated as of

This letter certifies that Lessee is in compliance with each applicable term as set forth in the Agreement. The term of the Agreement is January 1, 2011, through December 31, 2020. This form is due on November 1 of each year the Agreement is in force.

Air Systems Components Inc., a Delaware
Corporation

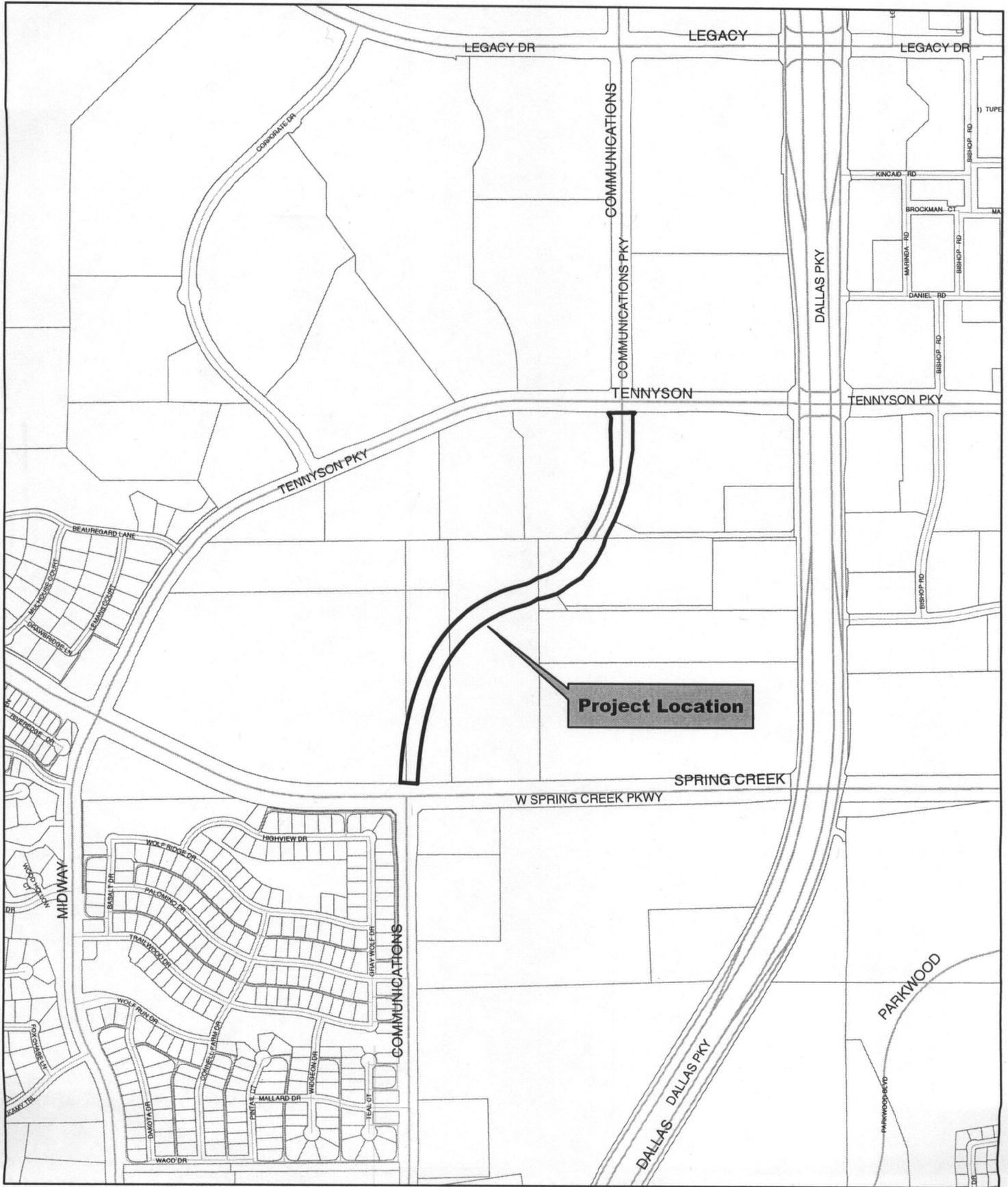
By: _____
Name: _____
Title: _____



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|---|--|-------------------------|-------------------------|-------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | 1/24/11 | | | |
| Department: | Public Works & Engineering | | | |
| Department Head: | Alan L. Upchurch | | | |
| | | | | |
| Agenda Coordinator (include phone #): | Irene Pegues (7198) | | | Project No. 5625 |
| CAPTION | | | | |
| <p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Credit Sales Agreement between Trinity River Mitigation Bank, L.P., and the City of Plano, Texas, for the purchase of 9.7 credits required by the United States Army Corps of Engineers for offsite wetlands mitigation associated with Communications Parkway, between Spring Creek Parkway and Tennyson Parkway; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p> | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2010-11 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 684,678 | 3,824,322 | 0 | 4,509,000 |
| Encumbered/Expended Amount | -684,678 | -775,831 | 0 | -1,460,509 |
| This Item | 0 | -87,300 | 0 | -87,300 |
| BALANCE | 0 | 2,961,191 | 0 | 2,961,191 |
| FUND(S): STREET IMPROVEMENT CIP | | | | |
| <p>COMMENTS: Funds are included in the 2010-11 Street Improvement CIP. This item, in the amount of \$87,300, will leave a current year balance of \$2,961,191 for the Communications - Spring Creek to Tennyson project.</p> <p>STRATEGIC PLAN GOAL: Credit sales agreements for street improvement projects relate to the City's Goal of Financially Strong City with Service Excellence.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| <p>The proposed alignment of Communications Parkway, north of Spring Creek Parkway, goes through an existing stock tank and drainage channel. The Corps of Engineers determined the area to be wetlands that would be destroyed with the project. This required a 404 Permit for which we must mitigate the loss of wetlands. The attached agreement with Trinity River Mitigation Bank, L.P., provides for the City to purchase 9.7 credits for offsite wetland mitigation at a cost of \$87,300.00. There is a similar agreement with Wetlands Mitigation, L.P., that will complete our mitigation obligations for the project.</p> | | | | |
| List of Supporting Documents: | Other Departments, Boards, Commissions or Agencies | | | |
| Map | N/A | | | |

Communications Parkway



Location Map

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Credit Sales Agreement between Trinity River Mitigation Bank, L.P., and the City of Plano, Texas, for the purchase of 9.7 credits required by the United States Army Corps of Engineers for offsite wetlands mitigation associated with Communications Parkway, between Spring Creek Parkway and Tennyson Parkway; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a Credit Sales Agreement by and between the City of Plano, Texas, and Trinity River Mitigation Bank, L.P., a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, the United States Army Corps of Engineers has determined that the City of Plano must mitigate damage to wetlands associated with the proposed extension of Communications Parkway, from Spring Creek Parkway to Tennyson Parkway; and

WHEREAS, Trinity River Mitigation Bank, L.P., has provided the City of Plano with the most economical cost for the purchase of offsite wetland mitigation credits; and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved and that the City Manager or his authorized designee shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED the 24th day of January, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CREDIT SALES AGREEMENT

This Credit Sales Agreement (the "Agreement") is entered into by and between Trinity River Mitigation Bank, L.P., a Texas limited partnership ("TRMB"), and The City of Plano, a Texas Home-Rule Municipal Corporation (the "Purchaser").

R E C I T A L S :

A. Pursuant to that certain Mitigation Banking Instrument Agreement dated April, 2001 (the "MBI") between, among others, Wetland Partners, L.P., a Texas limited partnership ("Wetland Partners"), as the sponsor, West Fork Partners, L.P., a Texas limited partnership ("West Fork") and the U.S. Army Corp of Engineers ("USACE"), Wetland Partners, as Sponsor of the Bank, and West Fork established the Trinity River Mitigation Bank under Permit Number 199800370 (the "Bank").

B. TRMB is the successor in interest to West Fork's rights under the MBI, although West Fork remains the owner of the surface of real property subject to the MBI.

C. Pursuant to the terms of the MBI, TRMB and Wetland Partners, as Sponsor of the Bank, intend to develop, restore, enhance, create and preserve wetlands, open water and riparian habitat on certain real property described in the MBI in exchange for mitigation bank credits authorized by USACE (the "Credits").

D. The Purchaser is developing certain real property, and in conjunction with such development, USACE has required that the Purchaser provide off-site wetland mitigation to compensate for impacts to USACE jurisdictional wetlands.

E. The Purchaser desires to purchase nine and seven-tenths (9.7) Credits to satisfy the Purchaser's mitigation obligation.

A G R E E M E N T :

NOW, THEREFORE, for good and valuable consideration described in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and TRMB agree as follows:

1. **Sale of the Credits.** TRMB hereby agrees to sell and assign, and does hereby sell, assign, transfer and convey to the Purchaser, and the Purchaser hereby agrees to purchase and accept, and does hereby purchase, accept, acquire and receive from TRMB, nine and seven-tenths (9.7) Credits.

2. **Payment for Credits.** In consideration of the delivery of the Credits, the Purchaser agrees to pay to TRMB the sum of Eighty-Seven Thousand Three Hundred Dollars and No/100 for all of the Credits purchased pursuant to this Agreement.

3. **Representations.**

(a) Representations of TRMB. TRMB represents to the Purchaser the following:

- (i) TRMB is a Texas limited partnership, duly formed and validly existing;
- (ii) the Credits are free and clear of all liens, pledges, security interests or other encumbrances other than those imposed by the MBI;
- (iii) TRMB has duly taken all action necessary to authorize its execution and delivery of this Agreement and to authorize the consummation and performance of the transactions contemplated by this Agreement; and
- (iv) this Agreement, and all other agreements executed in connection with this Agreement, are the legal, valid and binding obligations of TRMB, enforceable in accordance with their terms except as such enforcement may be limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights.
- (v) The Bank is operated, and will continue to be operated, in accordance with all applicable USACE laws, regulations, orders, permit requirements, agreements and guidance, including, without limitation, the MBI and Permit Number 199800370.

Other than as expressly set forth above, TRMB does not make any representations or warranties to Purchaser, including, without limitation, the suitability of the Credits or whether or not the Credits will satisfy, in whole or part, any mitigation obligation of the Purchaser.

(b) Representations of Purchaser. The Purchaser represents to TRMB the following:

- (i) the Purchaser is a Texas Home-Rule Municipal Corporation, duly formed and validly existing;
- (ii) the Purchaser has duly taken all action necessary to authorize its execution and delivery of this Agreement and to authorize the consummation and performance of the transactions contemplated by this Agreement; and
- (iii) this Agreement, and all other agreements executed in connection with this Agreement, are the legal, valid and binding obligations of the Purchaser, enforceable in accordance with their terms except as such enforcement may be limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights.

Other than as expressly set forth above, Purchaser does not make any representations or warranties to TRMB.

4. **Confidentiality.** The Purchaser shall keep absolutely confidential the existence of this Agreement, its terms, and all information regarding the MBI, TRMB, the Credits and the Bank that the Purchaser learned, was provided or was otherwise disclosed to Purchaser in connection with the negotiation, execution and consummation of this Agreement, except for the disclosure of those items that are already in the public domain, where disclosure is otherwise required by law, or the disclosure is approved by TRMB in writing.

5. **Notices.** Notices or other communications under this Agreement by either party to the other shall be given or delivered sufficiently if they are in writing and are delivered personally, or are dispatched by registered or certified mail, postage pre-paid, or facsimile, addressed or delivered to the other party as set forth on the signature pages to this Agreement.

6. **Binding Agreement; Assignment.** This Agreement, and its benefits and obligations, shall inure to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto. This Agreement may not be assigned by TRMB or the Purchaser without the written consent of the other.

7. **Final Agreement.** This Agreement embodies the whole agreement of the Purchaser and TRMB. This Agreement shall supersede all previous communications, discussions, representations, advertisements, proposals or agreements either verbal or written, between the Purchaser and TRMB not otherwise contained in this Agreement.

8. **Captions.** The captions in this Agreement are included for convenience only and shall be given no legal effect whatsoever.

9. **Modification.** This Agreement may not be modified except by written instrument executed by both the Purchaser and TRMB.

10. **Choice of Laws: Venue.** This Agreement shall be governed by the laws of the State of Texas, and the venue for all disputes with respect to this Agreement shall be in Dallas, Dallas County, Texas.

11. **Partial Invalidity.** Should any part of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such a determination shall not render void, invalid or unenforceable any other part of this Agreement, provided, however, that the parties receive the full consideration bargained for hereunder.

12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Purchaser and TRMB have executed this Agreement effective for all purposes as of the _____ day of _____, 2011.

TRMB:

TRINITY RIVER
MITIGATION BANK, L.P.
a Texas limited partnership

By: Wetland Partners, L.P.

Its: General Partner

By: WF Investments, Inc.

Its: General Partner

By: _____

Wallace L. Hall, Jr.

Its: President

Address: 5956 Sherry Lane, Suite 1810
Dallas, Texas 75225

Telephone: 214/891-0920

Facsimile: 214/891-9855

THE PURCHASER:

The City of Plano
a Texas Home-Rule Municipal Corporation

By: _____
Thomas H. Muehlenbeck

Its: City Manager

Address: 1520 K Ave
Plano, Texas 75086-0358

Telephone: 972-941-7121

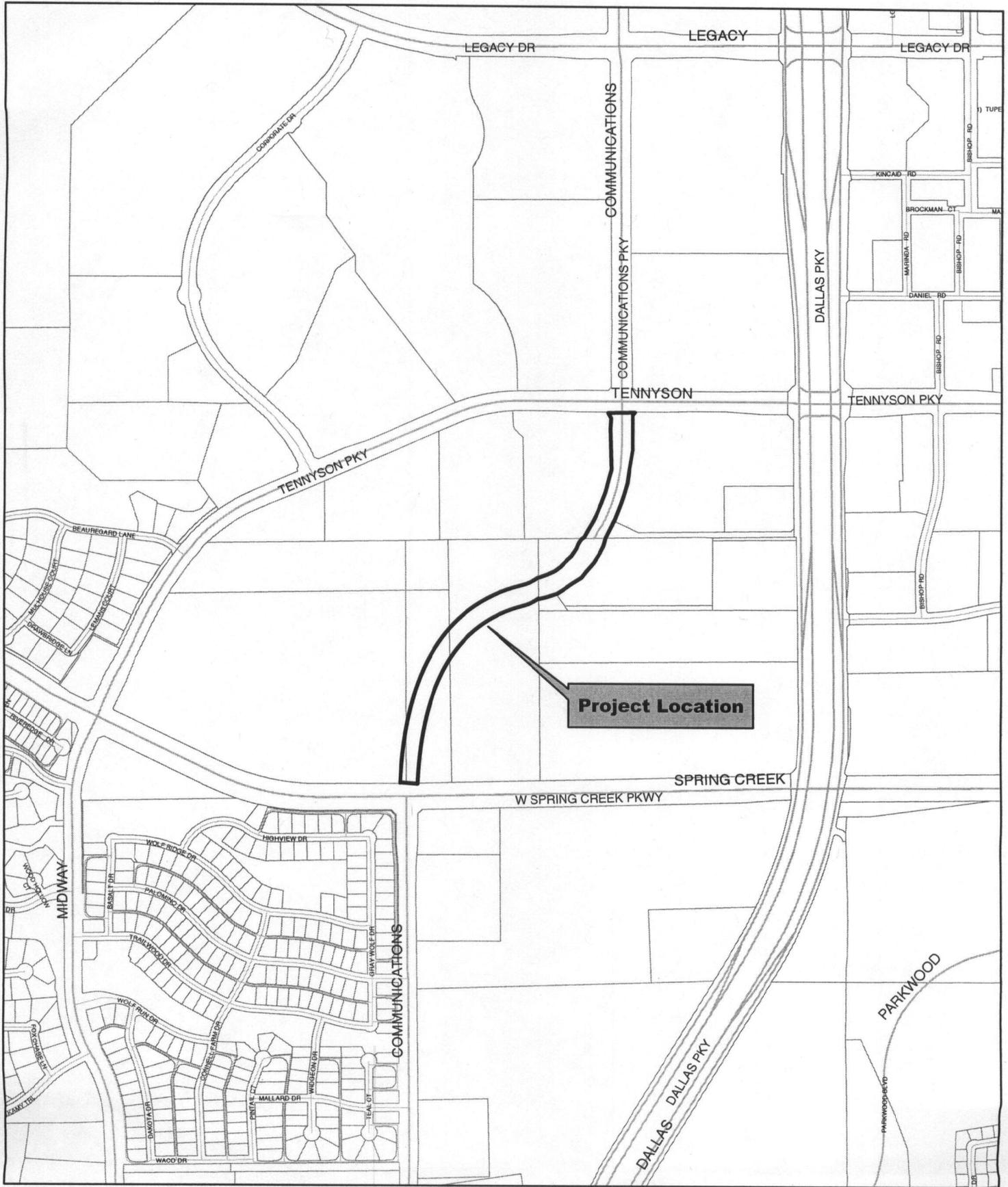
Facsimile: 972-423-9587



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|---|--|-------------------------|-------------------------|-------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | 1/24/11 | | | |
| Department: | Public Works & Engineering | | | |
| Department Head: | Alan L. Upchurch | | | |
| | | | | |
| Agenda Coordinator (include phone #): | Irene Pegues (7198) | | | Project No. 5625 |
| CAPTION | | | | |
| <p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Mitigation Credit Sales Agreement between Wetlands Management, L.P., and the City of Plano, Texas, for the purchase of 1.0 credits required by the United States Army Corps of Engineers for wetlands and open water mitigation associated with Communications Parkway, between Spring Creek Parkway and Tennyson Parkway; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p> | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2010-11 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 684,678 | 3,824,322 | 0 | 4,509,000 |
| Encumbered/Expended Amount | -684,678 | -775,831 | 0 | -1,460,509 |
| This Item | 0 | -22,500 | 0 | -22,500 |
| BALANCE | 0 | 3,025,991 | 0 | 3,025,991 |
| FUND(S): STREET IMPROVEMENT CIP | | | | |
| <p>COMMENTS: Funds are included in the 2010-11 Street Improvement CIP. This item, in the amount of \$22,500, will leave a current year balance of \$3,025,991 for the Communications - Spring Creek to Tennyson project.</p> <p>STRATEGIC PLAN GOAL: Credit sales agreements for street improvement projects relate to the City's Goal of Financially Strong City with Service Excellence.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| <p>The proposed alignment of Communications Parkway, north of Spring Creek Parkway, goes through an existing stock tank and drainage channel. The Corps of Engineers determined the area to be wetlands that would be destroyed with the project. This required a 404 Permit for which we must mitigate the loss of wetlands. The attached agreement with Wetlands Management, L.P., provides for the City to purchase 1.0 credits for offsite wetland mitigation at a cost of \$22,500.00. There is a similar agreement with Trinity River Mitigation Bank, L.P., that will complete our mitigation obligations for the project.</p> | | | | |
| List of Supporting Documents: | Other Departments, Boards, Commissions or Agencies | | | |
| Map | N/A | | | |

Communications Parkway



Project Location

Location Map

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Mitigation Credit Sales Agreement between Wetlands Management, L.P., and the City of Plano, Texas, for the purchase of 1.0 credits required by the United States Army Corps of Engineers for wetlands and open water mitigation associated with Communications Parkway, between Spring Creek Parkway and Tennyson Parkway; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a Mitigation Credit Sales Agreement by and between the City of Plano, Texas, and Wetlands Management, L.P., a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, the United States Army Corps of Engineers has determined that the City of Plano must mitigate damage to wetlands and open waters associated with the proposed extension of Communications Parkway, from Spring Creek Parkway to Tennyson Parkway; and

WHEREAS, Wetlands Management, L.P., has provided the City of Plano with the most economical cost for the purchase of wetland and open water mitigation credits; and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved and that the City Manager or his authorized designee shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED the 24th day of January, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

MITIGATION CREDIT SALES AGREEMENT

This Mitigation Credit Sales Agreement (the "Agreement") is entered into by and between Wetlands Management, L.P., a Texas limited partnership ("Wetlands"), and City of Plano, Texas, a Municipality (the "Purchaser").

RECITALS:

A. This Agreement is entered into pursuant to that certain Mitigation Banking Instrument Agreement dated April 30, 2008 (the "MBI"), between, among others, Wetlands, as the sponsor, and the U.S. Army Corp of Engineers ("USACE") which established the Bunker Sands Mitigation Bank (BSMB) under Permit Number SWF-2004-00420 (the "Bank").

B. Pursuant to the terms of the MBI, Wetlands intends to develop, restore, enhance, create and preserve wetlands and open water habitat on certain real property described in the MBI in exchange for mitigation bank credits authorized by USACE (the "Credits").

C. The Purchaser is developing certain real property, and in conjunction with such development, USACE has required that the Purchaser provide offsite wetland mitigation to compensate for impacts to USACE jurisdictional wetlands.

D. The Purchaser desires to purchase 1.0 credits (the "Credits") to satisfy the Purchaser's mitigation obligation for permanent impact to low quality wetland and open water habitat.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration described in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and Wetlands agree as follows:

1. **Sale the Credits.** Wetlands hereby agrees to sell and assign, and does hereby sell, assign, transfer and convey to the Purchaser, and the Purchaser hereby agrees to purchase and accept, and does hereby purchase, accept, acquire and receive from Wetlands, the Credits.

2. **Payment for Credits.** In consideration of the delivery of the Credits, the Purchaser agrees to pay to Wetlands the sum of Twenty Two Thousand Five Hundred Dollars (\$22,500.00) for all of the Credits purchased pursuant to this Agreement.

3. **Representations.**

(a) **Representations of Wetlands.** Wetlands represents to the Purchaser the following:

(i) The Credits are free and clear of all liens, pledges, security interests or other encumbrances other than those imposed by the MBI.

(ii) Wetlands has duly taken all action necessary to authorize its execution and delivery of this Agreement and to authorize the consummation and performance of the transactions contemplated by this Agreement.

(iii) this Agreement, and all other agreements executed in connection with this Agreement, are the legal, valid and binding obligations of Wetlands, enforceable in accordance with their terms except as such enforcement may be limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights.

(iv) Wetlands is operating and will continue to operate the Bank in accordance with all applicable USACE laws, regulations, orders, permit requirements, agreements and guidance, including, without limitation, the MBI and Permit Number SWF-2004-00420.

Other than as expressly set forth above, Wetlands does not make any representations or warranties to the Purchaser, including, without limitation, the suitability of the Credits or whether or not the Credits will satisfy, in whole or in part, any mitigation obligation of the Purchaser.

(b) Representations of Purchaser. The Purchaser represents to Wetlands the following:

(i) The Purchaser has duly taken all action necessary to authorize its execution and delivery of this Agreement and to authorize the consummation and performance of the transactions contemplated by this Agreement.

(ii) This Agreement, and all other agreements executed in connection with this Agreement, are the legal, valid and binding obligations of the Purchaser, enforceable in accordance with their terms except as such enforcement may be limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights.

Other than as expressly set forth above, the Purchaser does not make any representations or warranties to Wetlands.

4. **Confidentiality.** The Purchaser shall keep absolutely confidential the existence of this Agreement, its terms, and all information regarding the MBI, TRMB, the Credits and the Bank that the Purchaser learned, was provided or was otherwise disclosed to Purchaser in connection with the negotiation, execution and consummation of this Agreement, except for the disclosure of those items that are already in the public domain, where disclosure is otherwise required by law, or the disclosure is approved by TRMB in writing.

5. **Notices.** Notices or other communications under this Agreement by either party to the other shall be given or delivered sufficiently if they are in writing and are delivered

personally, or are dispatched by registered or certified mail, postage prepaid, or facsimile, addressed or delivered to the other party as set forth on the signature pages to this Agreement.

6. **Binding Agreement; Assignment.** This Agreement, and its benefits and obligations, shall inure to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto. This Agreement may not be assigned by Wetlands or the Purchaser without the written consent of the other.

7. **Final Agreement.** This Agreement embodies the whole agreement of the Purchaser and Wetlands. This Agreement shall supersede all previous communications, discussions, representations, advertisements, proposals or agreements, either oral or written, between the Purchaser and Wetlands not otherwise contained in this Agreement.

8. **Captions.** The captions in this Agreement are included for convenience only and shall be given no legal effect whatsoever.

9. **Modification.** This Agreement may not be modified except by written instrument executed by both the Purchaser and Wetlands.

10. **Choice of Laws; Venue.** This Agreement shall be governed by the laws of the State of Texas, and the venue for all disputes with respect to this Agreement shall lie in Dallas, Dallas County, Texas.

11. **Partial Invalidity.** Should any part of this Agreement be rendered void, invalid or unenforceable by any court for any reason, such a determination shall not render void, invalid or unenforceable any other part of this Agreement, provided, however, that the parties receive the full consideration bargained for hereunder.

12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

(the remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Purchaser and Wetlands have executed this Agreement effective for all purposes as of the _____ day of _____, 2011.

WETLANDS:

WETLANDS MANAGEMENT, L.P.,
a Texas limited partnership

By: Wetlands Management GP, L.L.C.,
a Delaware limited liability company,
general partner

By: _____
John M. Dziminski
President

Address: 2101 Cedar Springs Road
Suite 1600
Dallas, Texas 75201

Telephone: 214-849-9144

PURCHASER:

City of Plano, Texas
a Municipality

By: _____
Name: Thomas H. Muehlenbeck
Title: City Manager

Address: 1520 K Ave
Plano, Texas 75086-0358

Telephone: 972-941-7121



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|--|----------------------------------|-------------------------|--|---------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 1/24/11 | | |
| Department: | | Legal | | |
| Department Head | | Diane Wetherbee | | |
| Agenda Coordinator (include phone #): Betsy Allen 7125 | | | | |
| CAPTION | | | | |
| A Resolution of the City Council of the City of Plano, Texas, finding Officer Kenneth Foale is entitled to defense representation pursuant to City Code of Ordinances in connection with the matter of Andrew Toliver v. Kenneth Foale; and providing an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2010-11 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(S): GENERAL FUND | | | | |
| COMMENTS: Any costs associated with this item are undeterminable at this time. | | | | |
| STRATEGIC PLAN GOAL: Legal representation for a city employee relates to the City's Goal of Safe Large City. | | | | |
| SUMMARY OF ITEM | | | | |
| Pursuant to City Ordinance regarding defense of employees, staff recommends defense representation be provided for Officer Kenneth Foale in the lawsuit entitled Andrew Toliver v. Kenneth Foale. | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| n/a | | | n/a | |

A Resolution of the City Council of the City of Plano, Texas, finding Officer Kenneth Foale is entitled to defense representation pursuant to City Code of Ordinances in connection with the matter of Andrew Toliver v. Kenneth Foale; and providing an effective date.

WHEREAS, the City Council has reviewed the matter entitled Andrew Toliver v. Kenneth Foale and finds that defense representation is appropriate for Officer Kenneth Foale pursuant to Section 2-10 of the City Code of Ordinances.

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

Section I. The City Council finds that based upon the pleadings in the above-referenced lawsuit, the defense representation for Officer Kenneth Foale is appropriate pursuant to the terms of City Code of Ordinances Section 2-10.

Section II. This Resolution shall become effective immediately after its passage.

DULY PASSED AND APPROVED this the 24th day of January, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | | |
|---|---------------------------------|----------------------------------|--|-------------------------|---------------|
| CITY SECRETARY'S USE ONLY | | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | | |
| Council Meeting Date: | | 1/24/2011 | | | |
| Department: | | Legal | | | |
| Department Head | | Diane Wetherbee | | | |
| Agenda Coordinator (include phone #): Betsy Allen - 7545 | | | | | |
| CAPTION | | | | | |
| A Resolution of the City Council of the City of Plano, Texas, appointing William Roberts and Scott Seidel to serve for two year terms as investigators as required by Section 2-104 of the Code of Conduct of the City of Plano; and providing an effective date. | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: | 2010-11 thru 2012-13 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | | 0 | 0 | 0 | 0 |
| This Item | | 0 | 0 | 0 | 0 |
| BALANCE | | 0 | 0 | 0 | 0 |
| FUND(s): GENERAL FUND | | | | | |
| COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Appointing ethics investigators relates to the City's goal of Financially Strong City with Service Excellence. | | | | | |
| SUMMARY OF ITEM | | | | | |
| This Resolution approves the appointment of William Roberts and Scott Seidel to serve as investigators in determining violations of the Code of Conduct by a City official in the event the Council deems a full investigation is required. Mr. Roberts and Mr. Seidel have been appointed previously and are willing to be reappointed. They are both familiar with the City's Code of Ethics. | | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | | |
| n/a | | | n/a | | |

A Resolution of the City Council of the City of Plano, Texas, appointing William Roberts and Scott Seidel to serve for two year terms as investigators as required by Section 2-104 of the Code of Conduct of the City of Plano; and providing an effective date.

WHEREAS, pursuant to Sec. 2-104 of the Code of Ordinances, the City Council shall appoint attorneys to serve as investigators in determining violations of the Code of Conduct of the City of Plano by a City official; and

WHEREAS, William Roberts and Scott Seidel have agreed to serve as investigators for a two year period from February 1, 2011 to January 31, 2013.

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

Section I. William Roberts and Scott Seidel are hereby appointed by the City Council to serve as investigators in determining violations of the Code of Conduct of the City of Plano by a City official. Their terms are from February 1, 2011 to January 31, 2013.

Section II. This Resolution shall become effective immediately after its passage.

DULY PASSED AND APPROVED this the 24th day of January, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|--|----------------------------------|-------------------------|--|---------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 01/24/11 | | |
| Department: | | Fire | | |
| Department Head | | Hugo Esparza | | |
| Agenda Coordinator (include phone #): Cynthia Morgan, ext. 7164 | | | | |
| CAPTION | | | | |
| An Ordinance of the City of Plano, Texas, repealing Ordinance 2008-5-23, codified as Article II, Fire Code, of Chapter 8 of the Code of Ordinances of the City; adopting the 2009 Edition of the International Fire Code, with certain additions, deletions, and amendments, as the Fire Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, and an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 10/11 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(s): | | | | |
| COMMENTS: This item has no fiscal impact. | | | | |
| SUMMARY OF ITEM | | | | |
| This Ordinance repeals the existing Fire Code and adopts the 2009 Edition of the International Fire Code (with Local amendments), prescribing regulations governing conditions hazardous to life and property from fire or explosion. | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Ordinance; Memo of January 13, 2011 | | | | |



Memorandum

Date: January 13, 2011
To: Hugo Esparza, Fire Chief
From: David Kerr, Fire Marshal
Subject: 2009 International Fire Code

The 2009 International Fire Code, with local amendments, has been reviewed by the staff and is recommended to the City Council for approval by the Building Standards Commission.

The proposed amendments are either recommendations from COG or local amendments carried forward from the previous Code.

The COG amendments for this Code cycle include:

- Limiting the amount of LP Gas in homes to five (5) containers, and (2) containers on fire sprinkled balconies of apartments.
- Requiring alarm companies to notify the Fire Department whenever monitoring service is discontinued to fire sprinkled properties.
- Allowing sprinklers to be removed from elevator machine rooms when properly separated from the rest of the building.

Locally, the Fire Department recommends the elimination of the Arson Reward offered by the City. As Arson is a felony offense, a reward is offered through the North Texas Crime Commission's Crime Stoppers Program.

An Ordinance of the City of Plano, Texas, repealing Ordinance 2008-5-23, codified as Article II, Fire Code, of Chapter 8 of the Code of Ordinances of the City; adopting the 2009 Edition of the International Fire Code, with certain additions, deletions, and amendments, as the Fire Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, and an effective date.

WHEREAS, on November 16, 2010, the Building Standards Commission held a public hearing to discuss the adoption of the 2009 Edition of the International Fire Code with certain additions, deletions and amendments as the Fire Code of the City of Plano and to receive input from the general public and all persons who may be affected by the proposed Ordinance; and

WHEREAS, upon recommendation of the Building Standards Commission and full review and consideration of all matters related and attendant thereto, the City Council is of the opinion that the 2009 Edition of the International Fire Code, along with the local amendments thereto, should be adopted as the Fire Code for the City of Plano and that regulations and fees should be established thereunder.

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

Section I. Ordinance No. 2008-5-23 duly passed and approved by the City Council of the City of Plano on May 27, 2008, and codified as Article II, Fire Code, of Chapter 8 of the Code of Ordinances, is hereby repealed in its entirety.

Section II. A new Article II, Fire Code of Chapter 8 of the Code of Ordinances of the City of Plano is hereby adopted and shall read in its entirety as follows:

“ARTICLE II. FIRE CODE

Penalty.

Any person, firm, or corporation violating any of the provisions or terms of this Article or the Code adopted herein shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO THOUSAND AND NO/100 (\$2000.00) DOLLARS for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

Section 8-17 Adoption of International Fire Code.

There is hereby adopted by the City Council of the City of Plano, Texas, for the purpose of prescribing regulations governing conditions hazardous to life

and property from fire or explosion, that certain Code known as the 2009 Edition of the International Fire Code, including Appendix B, E, and F of the 2009 Edition of the International Fire Code published by the International Fire Code Institute and the International Conference of Building Officials, being particularly the 2009 Edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified, or amended by this Ordinance, of which Code and standards copies have been and are now filed in the office of the City Secretary and the same are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Plano.

Section 101 Scope and General Requirements

Section 101.1 Title. These regulations shall be known as the Fire Code of the City of Plano, hereinafter referred to as “this Code.”

Section 102 Applicability

Sec. 102 is amended by the addition of the following:

Sec. 102.1 Construction and Design Provisions. The construction and design provisions of this Code shall apply to:

1. Structures, facilities and conditions arising after the adoption of this Code.
2. Existing structures, facilities and conditions not legally in existence at the time of adoption of this Code.
3. Existing structures, facilities and conditions when required in Chapter 46 or by specific sections of this Code.
4. Existing structures, facilities and conditions which, in the opinion of the Fire Code Official, constitute a distinct hazard to life or property.

Sec. 102.4 is amended to read as follows:

Sec. 102.4 Application of Other Building Codes. The design and construction of new structures shall comply with this Code, and other codes as applicable, and any alterations, additions, changes in use or changes in structures required by this Code, which are within the scope of the International Building Code, shall be made in accordance herewith.

Sec. 102 is amended by the addition of the following:

Sec. 102.7 Referenced Codes and Standards. Whenever amendments have been adopted to the referenced codes and standards, each reference to

said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the *ICC Electrical Code* shall mean the Electrical Code as adopted.

Sec. 103 Department of Fire Prevention

Sec. 103.1, 103.2, and 103.3 are amended to read as follows:

Sec. 103.1 General. The Fire Code shall be enforced by the Division of Fire Prevention. The Division of Fire Prevention is hereby established as a division of the Fire Department of the City of Plano and shall be operated under the supervision of the Chief of the Fire Department.

Sec. 103.2 Appointment. The Fire Marshal in charge of the Division of Fire Prevention shall be appointed by the Fire Chief on the basis of proper qualification.

Sec. 103.3 Deputies. The Chief of the Fire Department may detail such members of the Fire Department as inspectors as shall from time to time be necessary and each member so assigned shall be authorized to enforce the provisions of the International Fire Code.

Sec. 104 General Authority and Responsibilities.

Sec. 104 is amended by the addition of the following:

Sec. 104.12 Fire Prevention Bureau Personnel and Police. The Chief and members of the Fire Prevention Bureau shall have the power to issue citations for violations of this Code. When requested to do so by the Fire Chief, the Chief of Police is authorized to assign such available police officers as necessary to assist the Fire Department in enforcing the provisions of this Code.

Sec. 105. Permits.

Sec. 105.6.27 is amended to read as follows:

Sec. 105.6.27. LP-gas. An operational permit is required for:

1. Storage and use of LP-gas.

Exception: A permit is not required for individual containers with a 20 pound (9.0 Kg) water capacity or less serving occupancies in Group R-3.

2. Operation of cargo tankers that transport LP-gas.

Section 106 Inspections

Sec. 106 is amended by the addition of the following:

Sec. 106.2.3 The Fire Chief, or his designated representative, shall inspect all buildings, premises, or portions thereof as often as may be necessary. An initial inspection and one (1) re-inspection shall be made free of charge. If the Fire Chief, or his designee, is required to make follow-up inspections after the initial inspection and re-inspection to determine whether a violation or violations observed during the previous inspection have been corrected, a fee shall be charged. The occupant, lessee, or person making use of the building or premises shall pay said fee or fees within thirty (30) days of being billed as a condition to continued lawful occupancy of the building or premises.

Section 109 Violations

Sec. 109.3 is amended to read as follows:

Sec. 109.3 Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

Section 111

Stop Work Order

Sec. 111.4 is amended to read as follows:

Sec. 111.4 Failure to Comply. Any person who shall continue any work after having been served with a Stop Work Order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine not to exceed TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Sec. 202 General Definitions

Sec. 202 is amended by the addition of the following:

AMBULATORY HEALTH CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to individuals who are rendered incapable of self-preservation.

ATRIUM. An opening connecting three or more stories, other than enclosed *stairways*, elevators, hoistways, escalators, plumbing, electrical, air-conditioning or other equipment, which is closed at the top and not defined as a mall. Stories, as used in this definition, do not include balconies within assembly groups or *mezzanines* that comply with Section 505.

HIGH-RISE BUILDING. A building having floors used for human occupancy located more than 55 feet (16,764 mm) above the lowest level of Fire Department vehicle access.

SELF-SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

STANDBY PERSONNEL. Qualified fire service personnel, approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for the utilization of fire service personnel shall be as normally calculated by the jurisdiction.

Sec. 202 the Definition of Firewatch is amended to read as follows:

FIREWATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel, when required by the Fire Code Official for the purpose of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire, and notifying the Fire Department.

Section 307 Open Burning, Recreational Fire, and Portable Outdoor Fireplaces.

Sec. 307.1.1 is amended to read as follows:

Sec. 307.1.1 Prohibited Open Burning. Open burning shall be prohibited within the City of Plano.

Exception:

1. Permits may be issued for ceremonial campfires not to exceed 3 feet in diameter and 2 feet in height, and located a minimum of 25 feet from any structure or property line.
2. Permits may be issued for warming fires when the following are met:
 - a. The fire is placed in a barrel not to exceed 55 gallons in size.
 - b. The barrel must have a screen secured to the top of the barrel.

- c. The barrel must be located a minimum of 25 feet from any structure or property line.

Sec. 307.4.3 is amended by the deletion of the following:

Exception:

Portable outdoor fireplaces used at one- and two-family *dwelling*s.

Section 308 Open Flames

Sec. 308.1.4 is amended to read as follows:

308.1.4 Open-flame Cooking Devices. Open-flame cooking devices, charcoal grills, and other similar devices used for cooking shall not be located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 lbs (5 containers).
2. Where buildings, balconies, and decks are protected by an approved automatic sprinkler system, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers).

Section 308.1.6.2 Exception #3 is amended to read as follows:

Exceptions:

3. Torches or flame-producing devices in accordance with Section 308.1.3.

Section 311 Vacant Premises

Section 311 is amended to read as follows:

Sec. 311.5 Placards. The Fire Code Official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 110 of this Code relating to structural or interior hazards, shall be marked as required by Section 311.5.1 through 311.5.5.

Section 318 Standby Personnel.

Sec. 318 is amended by the addition of the following:

Sec. 318.1 Standby Personnel/Crowd Managers. When, in the opinion of the Fire Code Official, it is essential for public safety in a place of assembly or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition, display, contest or activity, the owner, agent, or lessee shall employ standby personnel, to remain on duty during the times such places are open to the public, or when such activity is being conducted.

Before each performance or the start of such activity, standby personnel shall keep diligent watch for fires during the time such place is open to the public or such activity is being conducted to take prompt measures as directed by the Fire Chief. Such duties may include, but not be limited to, extinguishment of fires that occur and assist in the evacuation of the public from the structure.

There shall be trained crowd managers or crowd manager supervisors at a ratio determined by the Fire Marshal.

Section 401 General

Sec. 401.3 is amended by the addition of the following:

Sec. 401.3.4 Fire Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted, or caused or permitted to be given, signaled or transmitted in any manner.

Section 405 Emergency Evacuation Drills

Sec. 405.1 is amended to read as follows:

Sec. 405.1 General. Emergency evacuation drills complying with the provisions of this Section shall be conducted in the occupancies listed in Table 405.2 or when required by the Fire Code Official. Drills shall be designed in cooperation with the local authorities.

Section 408 Use and Occupancy – Related Requirements

Sec. 408.5.4 is amended to read as follows:

Sec. 408.5.4 Drill Frequency. Emergency evacuation drills shall be conducted at least twelve times per year, four times per year on each shift. Drills are not required to comply with the time requirements of Section 405.4.

Section 501 General

Sec. 501.4 is amended to read as follows:

Sec. 501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure.

Section 503 Fire Apparatus Access Roads.

Sec. 503.1.1 Required Access is amended by the addition of the following to the first paragraph:

Sec. 503.1.1 Required Access. The 150 feet (150') shall be measured along a ten foot (10') wide unobstructed pathway around the external walls of the structure. The grade shall not exceed six (6) percent. The provision of this section notwithstanding, fire lanes may be required to be located within thirty feet (30') of a building if deemed to be reasonably necessary by the Fire Chief to enable proper protection of the building. A five (5) foot wide level pathway shall be provided unobstructed through all barriers. A continuous row of parking between the fire lane and the structure shall be considered a barrier.

Fire lane and access easements shall be provided to serve all buildings through parking areas, to service entrances of buildings, loading areas and trash collection areas, and other areas deemed necessary to be available to fire and emergency vehicles. The Fire Chief is authorized to designate additional requirements for fire lanes where the same is reasonably necessary so as to provide access for fire and rescue personnel.

Fire lanes provided during the platting process shall be so indicated on the plat as an easement. Where fire lanes are provided and a plat is not required, the limits of the fire lane shall be shown on a site plan and placed on permanent file with the Fire Marshal and City Planning Department.

No owner or person in charge of any premises served by a fire lane or access easement shall abandon, restrict, or close any fire lane or easement without first securing from the City of Plano approval of an amended plat or other acceptable legal instrument showing the removal of the fire lane.

Sec. 503.1.2 Additional Access is amended by the addition of the following to the first paragraph:

Sec. 503.1.2 Additional Access. All structures and subdivisions shall provide two points of access. The two points of access shall be a minimum of

140 feet apart. The maximum block length shall be 1200' and the maximum cul-de-sac length shall not exceed 600' in length as measured from the centerline of the intersection, street to the center point of the radius.

Sec. 503.2.1 Dimensions is amended to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7,315 mm), except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4,267 mm).

Any such fire lane easement shall either connect both ends to a dedicated street or be provided with a turnaround having a minimum outer radius of 50 feet. If two or more interconnecting lanes are provided, interior radius for that connection shall be required in accordance with the following:

For 90 degree or greater turns only

- 24' fire lane – minimum radius 20'
- 30' fire lane – minimum radius 10'

For turns tighter than 90 degrees, American Association of State and Highway Transportation Officials (AASHTO) Geometric Design of Highways and Streets shall be utilized.

Sec. 503.2.3 Surface is amended to read as follows:

Sec. 503.2.3 Surface. Fire lanes shall be constructed of an asphalt or concrete surface capable of supporting the imposed loads of fire apparatus and meeting the requirements of the City of Plano parking lot standards. Those portions of the fire lane within sixty feet (60') of the structure to be protected shall be constructed with 6-inch thick, 3000 psi concrete or 5-inch thick, 3600 psi concrete reinforced with No. 3 bars spaced 24 inches on centers both ways and with sub-grade to a density not less than 95 percent as determined by TSDHPT Test Method Tex-113. Portions of the fire lane constructed of asphalt shall be ninety-five (95) percent compaction with a 6-inch asphalt stabilized base and 2-inch type D hot mix asphalt concrete. State Highway specification number 292. Whenever forty percent (40%) of existing, non-conforming fire lanes are replaced within a twelve month period, the entire fire lane shall be replaced according to current standards.

All fire lanes shall be maintained and kept in a good state of repair at all times by the owner and the City of Plano shall not be responsible for the maintenance thereof. It shall further be the responsibility of the owner to insure that all fire lane markings required by Sec. 503.3 be kept so that they are easily distinguishable by the public.

Sec. 503 is amended by the addition of the following:

Sec. 503.2.6 Bridges and Elevated Surfaces. All bridges and fire lane grades shall meet the City of Plano Engineering specifications.

Sec. 503.3 is amended to read as follows:

Sec. 503.3 Marking. Approved striping or, when allowed by the Code official, signs or both shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs and striping shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) STRIPING – Fire apparatus access roads shall be marked by painted lines of red traffic paint six inches (6”) in width to show the boundaries of the lane. The words “NO PARKING FIRE LANE” or “fire lane no parking” shall appear in four inch (4”) white letters at 25 foot intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) SIGNS – shall read “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” and shall be 12” wide and 18” high. Signs shall be painted on a white background with letters and borders in red, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

Sec. 503.4 is amended to read as follows:

Sec. 503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

Sec. 503.6 is amended to read as follows:

Sec. 503.6 Security Gates. Where security fencing is necessary, the owner shall provide gates or openings which may be secured. Gates when provided must open fully in either direction or be of a sliding or raised arm type. The main entry gates serving Group R & I occupancies shall be equipped with an approved automated entry system. All other entry points along the fire lane must be automated or Knox compatible as approved by the Fire Chief, to permit

immediate access by fire personnel and equipment in the event of fire or emergency.

Section 505 Premises Identification.

Sec. 505.1 is amended to read as follows:

Sec. 505.1 Premises Identification. Approved numerals of a minimum 6" height and of a color contrasting with the background designating the address shall be placed on all new and existing buildings or structures in such a position as to be plainly visible and legible from the street or road fronting the property and from all rear alleyways where said alleyways exist. Where buildings do not immediately front a street, approved 6 inch height building numerals or address and 3-inch height suite/apartment numerals of a color contrasting with the background of the building shall be placed on all new and existing buildings or structures. Numerals or addresses shall be posted on a minimum 20 inch by 30 inch background or border. Address numbers shall be Arabic numerals or alphabet letters. The minimum stroke width shall be 0.5 inches.

Exception 1. R-3 Single Family occupancies shall have approved numerals of a minimum 3 inches in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

Section 507 Fire Protection Water Supplies

Sec. 507.4 is amended to read as follows:

Sec. 507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within one year of sprinkler plan submittal. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings.

Sec. 507.5.1 is amended to read as follows:

Sec. 507.5.1 Where Required. And as properties develop, fire hydrants shall be located at all intersecting streets and at the maximum spacing indicated in Table 903.4.2. Distances between hydrants shall be measured along the route that fire hose is laid by a fire vehicle from hydrant to hydrant.

Maximum Distance Between Hydrants

| OCCUPANCY | SPRINKLERED | NOT SPRINKLERED |
|----------------------------|-------------|-----------------|
| Residential (1 & 2 Family) | 600 feet | 500 feet |
| Residential (Multi Family) | 400 feet | 300 feet |
| All Other | 500 feet | 300 feet |

Table 903.4.2

1. PROTECTED PROPERTIES. Fire hydrants required to provide a supplemental water supply for automatic fire protection system shall be within 100 feet of the Fire Department connection for such system and shall have an isolation valve located between the connections to a looped main.

2. FIRE HYDRANT LOCATIONS. Fire hydrants shall be located 4 feet to 7 feet back of curb or fire lane and shall not be located in the bulb of a cul-de-sac.

3. MINIMUM NUMBER OF FIRE HYDRANTS. There shall be a minimum of two (2) fire hydrants serving each property within the prescribed distances listed above.

Section 603 Fuel-Fire Appliances.

Sec. 603.3.2. Exception is amended to read as follows:

Exception: The aggregate capacity limit shall be permitted to be increased to 3,000 gallons (11,356 L) in accordance with all requirements of Section 3404.2.9.5.1 and Chapter 34.

Sec. 603.3.2.2 is amended to read as follows:

Sec. 603.3.2.2 Restricted use and connection. Tanks installed in accordance with Section 603.3.2 shall be used only to supply fuel oil to fuel-burning equipment installed in accordance with Section 603.3.2.4. Connections between tanks and equipment supplied by such tanks shall be made using closed piping systems.

Section 704 Floor Openings and Shafts

Sec. 704.1 is amended to read as follows:

Sec. 704.1 Enclosure. Interior vertical shafts, including but not limited to stairways, elevator hoistways, service and utility shafts, that connect two or more stories of a building shall be enclosed or protected in accordance with the codes in effect at the time of construction but, regardless of when constructed, not less

than as specified in Chapter 46. When openings are required to protected, openings into such shafts shall be maintained self-closing or automatic-closing by smoke detection. Existing fusible-link-type automatic door-closing devices are permitted if the fusible link rating does not exceed 135°F (57°C).

Section 807 Decorative Materials other than Decorative Vegetation in New and Existing Buildings

Sec. 807.4.3.2 and 807.4.4.2 are amended by the addition of the following:

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

Section 901 General

Sec. 901.5 is amended by the addition of the following:

Sec. 901.5 Installation Acceptance Testing. All required tests shall be conducted by and at the expense of the owner or his representative. The Fire Department shall not be held responsible for any damages incurred in such test. Where it is required that the Fire Department witness any such test, such test shall be scheduled with a minimum of 48 hour notice to the Fire Chief or his representative.

Sec. 901.7 is amended to read as follows:

Sec. 901.7 Systems Out of Service. Where a required fire protection system is out of service or in the event of an excessive number of accidental activations, the Fire Department and the Code Official shall be notified immediately and, where required by the Code Official, the building shall either be evacuated or standby personnel shall be provided for all occupants left unprotected by the shut down until the fire protection system has been returned to service.

Where utilized, standby personnel shall be provided with at least one approved means for notification of the Fire Department and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires.

Sec. 901.10 is amended to read as follows:

Sec. 901.10 Discontinuation or Change of Service. Notice shall be made to the Fire Code Official whenever contracted alarm services for monitoring of any fire alarm system is terminated. Notice shall be made in writing to the Fire

Code Official by the building owner or alarm service provider prior to the service being terminated.

Section 902 Definitions

Sec. 902.1 “Standpipe, Types of” definition, the term “manual dry” is amended to read as follows:

Manual Dry. A dry standpipe system that does not have a permanent water supply attached to the system. Manual dry standpipe systems require water from a Fire Department pumper to be pumped into the system through the Fire Department connection in order to supply the system demand. The system must be supervised as specified in Section 905.2.

Section 903 Automatic Sprinkler Systems

Sec. 903.1.1 is amended to read as follows:

Sec. 903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard and approved by the *Fire Code Official*.

Sec. 903.2 is amended to read as follows:

Sec. 903.2 Where Required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machines spaces, and elevator hoistways.

Sec. 903.2 is amended by the deletion of the following:

Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries, and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour *fire barriers* constructed in accordance with Section 707 of the *International Building Code* or not less than 2-hour horizontal assemblies constructed in accordance, with Section 712 of the *International Building Code*, or both.

Sec. 903.2.1.1, 903.2.1.3, 903.2.1.4, 903.2.3, 903.2.4 903.2.7, 903.2.9, and 903.2.9.1 are amended to read as follows:

Sec. 903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for Group A-1 Occupancies where one of the following conditions exists:

1. The fire area exceeds 6,000 square feet (557.4m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than the level of exit discharge.
4. The fire area contains a multi theater complex.

Sec. 903.2.1.3 Group A-3. An automatic sprinkler system shall be for Group A-3 Occupancies where one of the following conditions exists:

1. The fire area exceeds 6,000 square feet (557.4m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than the level of exit discharge.

Exception: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of exit discharge of the main entrance and exit.

Sec. 903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for Group A-4 Occupancies where one of the following conditions exists:

1. The fire area exceeds 6,000 square feet (557.4m²).
2. The fire area has an occupant load of 300 or more
3. The fire area is located on a floor other than the level of exit discharge.

Exception: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of exit discharge of the main entrance and exit.

Sec. 903.2.3 Group E. An automatic sprinkler system shall be provided for Group E Occupancies where one of the following conditions exists:

1. Throughout all Group E fire areas greater than 6,000 square feet (557.4m²) in area;

2. Throughout every portion of educational building below the level of exit discharge.

Exception: An automatic sprinkler system is not required in any fire area or area below the level of exit discharge where every classroom throughout the building has at least one exterior exit door at ground level.

Sec. 903.2.4 Group F-1. An automatic sprinkler system shall be provided for Group F-1 Occupancies where one of the following conditions exists:

1. Where a Group F-1 fire area exceeds 6,000 square feet (557.4m²);
2. Where a Group F-1 fire area is located more than three stories above grade plane; or
3. Where combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230m²).

Sec. 903.2.7 Group M. An automatic sprinkler system shall be for Group M Occupancies where one of the following conditions exists:

1. Where a Group M fire area exceeds 6,000 square feet (557.4m²);
2. Where a Group M fire area is located more than three stories above grade plane; or
3. Where the combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230m²).

Sec. 903.2.9 Group S-1. An automatic sprinkler system shall be for Group S-1 Occupancies where one of the following conditions exists:

1. A Group S-1 fire area exceeds 6,000 square feet (557.4m²);
2. A Group S-1 fire area is located more than three stories above grade plane; or
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230m²).

Sec. 903.2.9.1 Repair Garages. An automatic sprinkler system shall be for Repair Garages where one of the following conditions exists:

1. Buildings two or more stories in height, including basements, with a fire area containing a repair garage exceeding 6,000 square feet (557.4m²);

2. One-story buildings with a fire area containing a repair garage exceeding 6,000 square feet (557.4m²);
3. Buildings with a repair garage servicing vehicles parked in the basement.

Sec. 903.2.9 is amended by the addition of the following:

Sec. 903.2.9.3 Self-service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities. A screen shall be installed at eighteen (18) inches below the level of the sprinkler heads to restrict storage above that level. This screen shall be a mesh of not less than one (1) inch nor greater than six (6) inches in size. The screen and its supports shall be installed such that all elements are at least eighteen (18) inches below any sprinkler heads.

Sec. 903.2.11. 3 is amended to read as follows:

903.2.11.3 Buildings more than 35 feet in Height. An automatic sprinkler system shall be installed throughout buildings with a floor level, other than penthouses in compliance with Section 1509 of the *International Building Code*, that are located 35 feet (10,668 mm) or more above the lowest level of Fire Department vehicle access.

Exception: Open parking structures in compliance with Section 406.3 of the *International Building Code*.

Sec. 903.2.11 is amended by the addition of the following:

Sec. 903.2.11.7 High Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4,572 mm), see Chapter 23 to determine if those provisions apply.

Sec. 903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

Sec. 903.2.11.9 Buildings Over 6,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings over 6,000 sq. ft. and greater, and in all existing buildings that are enlarged to be 6,000 square feet or greater, and in buildings greater than 6,000 square feet which are enlarged. For the purpose of this provision, fire walls shall not define separate buildings.

Exceptions:

1. Open parking garages in compliance with Section 406.3 of the *International Building Code*.
2. When of non-combustible construction, the area of awning extension or free-standing canopies, both sides, and not used for display or storage shall not be considered for requiring sprinkler protection for areas greater than 6,000 square feet but less than otherwise required in this Code.

Sec. 903.2.11.10 Expanded Tenant Spaces. Fire sprinklers shall be installed in all tenant spaces where the total fire area exceeds 6,000 square feet. For the purpose of fire sprinklers, fire walls shall not be used to separate single tenant fire areas.

Sec. 903.3.1.1.1 is amended to read as follows:

Sec. 903.3.1.1.1 Exempt Locations. When approved by the Fire Code Official, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance-rated construction, or contains electrical equipment.

1. Any room where the application of water or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the Code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than two (2) hours.

Sec. 903.3.1.2 is amended to read as follows:

Sec. 903.3.1.2 NFPA 13 R Sprinkler Systems. Where allowed in buildings of Group R, up to and including four stories in height, automatic sprinklers shall be installed throughout in accordance with NFPA 13R. Sprinkler systems installed in accordance with 13R shall include sprinkler protection in combustible attics of buildings two (2) or more stories in height.

Sec. 903.3.1 is amended by the addition of the following:

Sec. 903.3.1.4 Installation. Automatic sprinkler and standpipe systems shall be installed with the following:

1. A single underground supply from a looped water main and point for the Fire Department Connection (FDC) shall be provided for all buildings.
2. Fire department connections serving more than 500 GPM shall be provided with one 5-inch Storz connection and one 2-1/2 inch connection.
3. All inspectors' test, ball-drips, and main-drains shall be piped directly to the outside of the building.
4. At least one inspection test valve shall be located at the remote system area.
5. Risers shall be equipped with a properly sized test header.
6. Fire pumps shall be equipped with a properly sized test header.
7. Underground piping shall have a 10-foot minimum separation from all other utilities and placed in a separate trench. Underground piping within 5 feet of the building may be combined with other utilities for entrance to the building.
8. Porches and balconies shall be sprinklered on all Group R-2 and R-3 occupancies.
9. A minimum of 4-feet of pipe between the check valve and inside wall of the Fire Department Connection.

Sec. 903.3.5 is amended to include a second paragraph to read as follows:

Sec. 903.3.5 Water Supplies. Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every fire protection system shall be designed with a 10 psi safety factor.

Sec. 903.4 is amended to include a second paragraph after the exceptions to read as follows:

Sec. 903.4 Sprinkler System Monitoring and Alarms. Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for a minimum of 45 seconds and not more than 90 seconds. All control valves in the

sprinkler and standpipe systems except for Fire Department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

Sec. 903.4.2 is amended to include second paragraph to read as follows:

Sec. 903.4.2 Alarms. The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the Fire Department connection.

Sec. 903.4.3 is amended to read as follows:

903.4.3 Floor Control Valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor.

Sec. 903.6.3 and 903.6.4 are amended to read as follows:

Sec. 903.6.3 Spray Booths and Rooms. New and existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 1504.

Sec. 903.6.4 Existing R-1, 2, 3, and 4 Occupancies: In R-1, 2, 3, and 4 occupancies where a fire has occurred and displaces one or more occupants, the affected building shall be fire-sprinkled prior to re-occupancy of the unit/building.

Section 905 Standpipe Systems

Sec. 905.2 is amended to read as follows:

Sec. 905.2 Installation Standards. Standpipe system shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

Sec. 905.3.2 is amended to read as follows:

Sec. 905.3.2 Group A; delete Exceptions 1 and 2.

1. Open-air-seating spaces without enclosed spaces.
2. Class I automatic dry and semiautomatic dry standpipes or manual wet standpipes are allowed in buildings where the highest floor surface used for human occupancy is 75 feet (22,860 mm) or less above the lowest level of Fire Department vehicle access.

Sec. 905.3.4 is deleted.

Sec. 905.4 is amended to section 5 as follows:

Sec. 905.4 Location of Class I Standpipe Hose Connections.

5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located either on the roof or at the highest landing of stairways with stair access to the roof. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes.

Sec. 905.4 is amended to add Section 7 as follows:

Sec. 905.4 Location of Class I Standpipe Hose Connections.

7. Class I standpipes shall also be required on all occupancies in which the distance from accessible points for Fire Department ingress to any point in the structure exceeds two hundred fifty feet (250') along the route that a fire hose is laid as measured from the fire lane. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter.

Sec. 905.5 is deleted.

Sec. 905.6 is deleted.

Sec. 905.9 is amended to add a second paragraph after the Exceptions to read as follows:

Sec. 905.9 Valve Supervision. Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for a minimum of 45 seconds and not more than 90 seconds. All control valves in the sprinkler and standpipe systems except for Fire Department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

Section 906 Portable Fire Extinguishers

Sec. 906.1 Exception is amended to read as follows:

Exception: In R-2 occupancies, portable fire extinguishers shall be required only in locations specified in Items 2 through 6 where each dwelling unit

is provided with a portable fire extinguisher having a minimum rating of 1-A:10-B:C.

Section 907 Fire Alarm and Detection Systems

Sec. 907.1.1 is amended by the addition of the following:

Sec. 907.1.1 Construction Documents. Plans for fire alarm systems shall be in accordance with Plano Fire Department Fire Alarm Submittal Guidelines.

Sec. 907.1 is amended by the addition of the following:

Sec. 907.1.4 Design Standards. All alarm systems new or replacement shall be addressable. Alarm systems serving more than 20 smoke detectors shall be analog addressable.

Exception: Existing systems need not comply unless the total building remodel or expansion initiated after January 1, 1998, as adopted, exceeds 30% of the building. When cumulative building remodel or expansion exceeds 50% of the building, compliance must take place within 18 months of permit application.

Sec. 907.2.1 is amended to read as follows:

Sec. 907.2.1 Group A. A manual fire alarm system shall be installed in Group A occupancies having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy. Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

Sec. 907.2.3 is amended to read as follows:

Sec. 907.2.3 Group E. A manual fire alarm system shall be installed in Group E occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care. Where automatic fire sprinklers are not provided, a full-coverage smoke detection system shall be provided in all Group E occupancies. Unless separated by a minimum of 100 feet open space, all buildings, whether portable

buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Sec. 907.2.3 is amended to change Exception 1 and 1.1 to read as follows:

Group E educational and day care occupancies with an occupant load of less than 50 when provided with an approved automatic sprinkler system.

1.1 Residential In-home Day Care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 ½ or less years of age, see Section 907.2.6)

Sec. 907.2.6 is amended by the addition of the following:

Sec. 907.2.6.4 Group I-4 Occupancies. An approved smoke detection system shall be installed in Group I 4 occupancies. Where automatic fire sprinklers are not provided, a full-coverage smoke detection system shall be provided in all Group I-4 occupancies.

Sec. 907.2.13 is amended to read as follows:

Sec. 907.2.13 High-rise Buildings. Buildings having floors used for human occupancy located more than 55 feet (16,764 mm) above the lowest level of Fire Department vehicle access shall be provided with an automatic fire alarm system and an emergency voice/alarm communication system in accordance with Section 907.2.12.2.

Sec. 907.2.13 Exception 3 is amended to read as follows:

3. Buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*, when used for open air seating; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants and similarly enclosed areas.

Sec. 907.5 is amended by the addition of the following:

Sec. 907.5.2.6 Manual alarm actuating devices shall be an approved double action type.

Sec. 907.7.1 is amended by the addition of the following:

Sec. 907.7.1.1 Wiring. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating

circuit conductor will not interfere with the normal operation of other such devices. All initiating circuit conductors shall be Class "A" wired with a minimum of six feet separation between supply and return circuit conductors. IDC – Class "A" Style D; SLC – Class "A" Style 6; NAC – Class "B" Style Y. The IDC from an addressable device used to monitor the status of a suppression system may be wired Class B, Style B provided the distance from the addressable device is within 10-feet of the suppression system device.

Sec. 907.5 is amended by the addition of the following:

Sec. 907.7.5.2 Communication Requirements. All alarm systems, new or replacement, shall transmit alarm, supervisory, and trouble signals descriptively to the approved central station, remote supervisory station or proprietary supervising station as defined in NFPA 72, with the device designation and location of addressable device identification. Alarms shall not be permitted to be transmitted as a General Alarm or Zone condition.

Sec. 907.5.3 Flow Detectors and Electronic Monitoring. Sprinkler and standpipe system water flow detectors shall be provided for each floor zone to the sprinkler system and shall cause an alarm upon detection of water flow for a minimum of 45 seconds and not more than 90 seconds. All control valves in the sprinkler and standpipe systems except for Fire Department hose connection valves shall be electrically supervised to initiate a trouble signal at the central station upon tampering.

Section 910 Smoke and Heat Vents

Sec. 910.2 is amended by the addition of the following:

Sec. 910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3 and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

Sec. 910.2.4 Exit Access Travel Distance Increase. Buildings and portions thereof used as a Group F-1 or S-2 occupancy where the maximum exit access travel distance is increased in accordance with Section 1016.3.

Sec. 910.3 is amended as follows:

Sec. 910.3 Design and Installation. Change the title of the first row of the table from “Group F-1 and S-1” to include “Group H” and to read as follows:

Group H, F-1, S-1

Table 910.3 Change the title of the first row of the table to read as follows:

**[F] TABLE 910.3
REQUIREMENTS FOR DRAFT CURTAINS AND SMOKE AND HEAT VENTS^a**

| OCCUPANCY GROUP AND COMMODITY CLASSIFICATION | DESIGNATED STORAGE HEIGHT (feet) | MINIMUM DRAFT CURTAIN DEPTH (feet) | MAXIMUM AREA FORMED BY DRAFT CURTAINS (square feet) | VENT-AREA TO-FLOOR-AREA RATIO ^c | MAXIMUM SPACING OF VENT CENTERS (feet) | MAXIMUM DISTANCE TO VENTS FROM WALL OR DRAFT CURTAINS ^b (feet) |
|--|----------------------------------|------------------------------------|---|--|--|---|
| Group F-1, H and S-1 | — | 0.2 × Hd but ≥ 4 | 50,000 | 1:100 | 120 | 60 |
| <i>(Balance of table remains unchanged)</i> | | | | | | |

Sec. 910.3.2.1 is deleted.

Sec. 910.3.2.2 is amended by the addition of the following:

Section 910.3.2.2 Sprinkled Buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically. The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100°F (38°C) greater than the temperature rating of the sprinklers installed.

Section 912 Fire Department Connections

Section 912 is amended by the addition of the following:

Section 912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the Fire Department connection as the fire hose lays.

Section 913 Fire Pumps

Sec. 913 is amended to include the following:

Sec. 913.1 General. When located on the ground level, the fire pump room shall be provided with an exterior Fire Department access door that is not less than 3 ft. in width and 6 ft. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the Fire Code Official. Access keys shall be provided in the key box as required by Section 506.1.

Sec. 913.4 is amended to add a second paragraph to read as follows:

The fire-pump system shall also be supervised for “loss of power”, and “phase reversal” on supervisory circuits, and “pump running” as an alarm condition and shall report individually to the monitoring station.

Section 1004 Occupant Load

Sec. 1004.1.1 is amended to delete the following exception:

Sec. 1004.1.1 Areas Without Fixed Seating.

Exception: Where approved by the building official, the actual number of occupants for whom each occupied space, floor or building is designed, although less than those determined by calculation shall be permitted to be used in the determination of the design occupant load.

Section 1018 Corridors

Sec. 1018.1 is amended by the addition of Exception 5 as follows:

Sec. 1018.1 Construction.

5. In Group B office buildings, corridor walls and ceilings need not be of fire-resistive construction within office spaces of a single tenant when the space is equipped with an approved automatic smoke-detection system within the corridor. The smoke-detection system shall be connected to the building’s fire alarm system where such a system is provided.

Section 1022 Exit Enclosures

Sec. 1022.9 is amended to read as follows:

Sec. 1022.9 Smoke-proof Enclosures. In buildings required to comply with Section 403 or 405 of the IBC, each of the exits of a building that serves stores where any floor surface is located more than 55 feet (16,764 mm) above the lowest level of Fire Department vehicle access or more than 30 feet (9144 mm) below the level of exit discharge service such floor levels shall be a smoke-proof enclosure or pressurized stairway in accordance with Section 909.20.

Section 1501 General

Sec. 1501.2 is deleted.

Section 1504 Spray Finishing

Sec. 1504.4 is amended to read as follows:

Sec. 1504.4 Fire Protection. New and existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system complying with Chapter 9 which shall also protect exhaust plenums, exhaust ducts and both sides of dry filters when such filters are used.

Section 2202 Definitions

Sec. 2202.1 Definitions is amended by the addition of the following:

REPAIR GARAGE. This occupancy shall also include garages involved in minor repair, modification, and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.

Section 2302 Commodity Classification

Sec. 2302 is amended to add a second paragraph to the definition of "High-Piled Combustible Storage" as follows:

Any building exceeding 6,000 sq. ft. that has a clear height in excess of 12 feet, shall be considered to be high-piled storage and shall comply with the provisions of this section. When a specific product cannot be identified, a fire protection system shall be installed as for Class IV commodities, to the maximum pile height.

Section 3301 General

Sec. 3301.1.3 is amended to read as follows:

3301.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

Exceptions:

1. Only when approved for fireworks displays, storage and handling of fireworks as provided in Section 3304 and 3308.
2. The use of fireworks for approved display as permitted in Section 3308.

The presence or use of fireworks within the jurisdiction of the City of Plano in violation of this Ordinance is hereby declared to be a common and public nuisance. The restrictions of this Section shall be applicable and in force throughout the territory of the City of Plano, Texas, and extending for a distance outside the City limits for a total of 5,000 feet; provided that this Section shall not be in effect within any portion of such 5,000 feet area which is contained within the territory of any other municipal corporation.

Sec. 3301.3 is amended to read as follows:

Sec. 3301.3 Prohibited Explosives. Permits shall not be issued or renewed for possession, manufacture, storage, handling, sale or use of explosives within the city limits of Plano.

Section 3302 Definitions

Sec. 3302 is amended to read as follows:

Sec. 3302 Fireworks. Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration, detonation, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth herein.

Fireworks, 1.4G. (Formerly known as Class C, Common Fireworks.) Small fireworks devices containing restricted amounts of pyrotechnic composition designed primarily to produce visible or audible effects by combustion. Such 1.4G fireworks which comply with the construction, chemical composition and labeling regulations of the DOT for Fireworks, UN 0336, and the U.S. Consumer Product Safety Commission as set forth in CPSC 16 CFR: Parts 1500 and 1507, are not explosive materials for the purpose of this Code.

Fireworks, 1.3G. (Formerly Class B, Special Fireworks.) Large fireworks devices, which are explosive materials, intended for use in fireworks displays and designed to produce audible or visible effects by combustion, deflagration or detonation. Such 1.3G fireworks include, but are not limited to firecrackers containing more than 130 milligrams (2 grains) of explosive composition, aerial shells containing more than 40 grams of pyrotechnic composition, and other display pieces which exceed the limits for classification as 1.4G fireworks. Such 1.3G fireworks are also described as Fireworks, UN0335 by the DOT.

Section 3308 Fireworks Display

Sec. 3308.5 is amended by the addition of the following section:

Sec. 3308.5.3 Marking of Shells. Each aerial shell shall have printed directly on its outer casing the following minimum warning 1/8 inch high letters which contrast to the background:

**WARNING
EXPLOSIVES CLASS "C"
FIRE WORKS
DO NOT HANDLE – CALL "911"**

Sec. 3308 is amended by the addition of the following:

Sec. 3308.11 Ignition. Aerial shells shall be ignited by lighting the tips of fuses by an electrical ignition source except when manual ignition is approved by the Fire Chief. Operators shall not place any part of their bodies over the throat of the mortar.

Section 3403 General Requirements

Sec. 3403.6 is amended to add the following sentence:

An approved method of secondary containment shall be provided for underground tank and piping systems.

Section 3404 Storage

Sec. 3404.2.7 is amended by the addition of the following:

Secondary containment shall be provided for all Above and Underground Storage Tanks (UST) and product lines in the form of double wall tanks and piping. Alternate methods of secondary containment may be used if approved by the Chief.

Sec. 3404.2.9.6.1 is amended to read as follows:

Sec. 3404.2.9.6.1 Location Where Above-Ground Tanks are Prohibited. The storage of flammable or combustible liquids in outside above ground tanks is prohibited within each and every zoning district within the City of Plano with the exception of those districts which are zoned for light industrial zoning use. Installation of above ground tanks in other than light industrial zoning districts shall be permitted at the discretion of the Fire Chief following his review of the proposed installation location, and the fire protection for the storage area. Tanks shall not be located within one hundred feet (100') of the property line of any Group E, I or R occupancies.

Sec. 3404.2.11.5 is amended to read as follows:

An approved method of secondary containment shall be provided for underground tank and piping systems.

Sec. 3404.2.11.5.2 is amended to read as follows:

Sec. 3404.2.11.5.2 Leak Detection. Underground storage tank systems shall be provided with an approved method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 3404.2.11.5.3.

Sec. 3404.2.11.5.3 is amended to read as follows:

Sec. 3404.2.11.5.3 Observation Wells. Approved sampling tubes of a minimum 6 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling sump at the corners of the excavation with a minimum of 4 sumps. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers. A minimum of two are required.

Section 3406 Special Operations

Sec. 3406.5.4.5 and 3406.5.4.5.1 through 3406.5.4.5.3 are amended to read as follows:

Sec. 3406.5.4.5 Commercial, Industrial, Governmental or Manufacturing. Dispensing of Class II and III motor vehicle fuel from tank vehicles into the fuel tanks of motor vehicles located at commercial, industrial, governmental or manufacturing establishments is allowed where permitted,

provided such dispensing operations are conducted in accordance with Sections 3406.5.4.5.1 through 3406.5.4.5.3.

Section 3406.5.4.5.1 Site Requirements.

1. Dispensing may occur at sites that have been permitted to conduct mobile fueling.
2. A detailed site plan shall be submitted with each application for a permit. The site plan must indicate:
 - a) All buildings, structures, and appurtenances on site and their use or function;
 - b) All uses adjacent to the property lines of the site;
 - c) The locations of all storm drain openings, adjacent waterways, or wetlands;
 - d) Information regarding slope, natural drainage, curbing, impounding and how a spill will be retained upon the site property; and,
 - e) The scale of the site plan.
3. The Code Official is authorized to impose limits upon the times and/or days during which mobile fueling operations are allowed to take place, and specific locations on a site where fueling is permitted.
4. Mobile fueling operations shall be conducted in areas not generally accessible to the public. Mobile fueling shall not take place with 15 feet (4.572 m) of buildings, property lines, or combustible storage.

Sec. 3406.5.4.5.2 Refueling Operator Requirements.

1. The owner of a mobile fueling operation shall provide to the jurisdiction a written response plan which demonstrates readiness to respond to a fuel spill, carry out appropriate mitigation measures, and to indicate its process to properly dispose of contaminated materials when circumstances require.
2. The tank vehicle shall comply with the requirements of NFPA 385 and Local, State and Federal requirements. The tank vehicle's specific functions shall include that of supplying fuel to motor vehicle fuel tanks. The vehicle and all its equipment shall be maintained in good repair.
3. Signs prohibiting smoking or open flames within 25 feet (7.62 m) of the tank vehicle or the point of fueling shall be prominently posted on 3 sides of the vehicle including the back and both sides.

4. A fire extinguisher with a minimum rating of 40:BC shall be provided on the vehicle with signage clearly indicating its location.
5. The dispensing nozzles and hoses shall be of an approved and listed type.
6. The dispensing hose shall not be extended from the reel more than 100 feet (30.48 m) in length.
7. Absorbent materials, non-water absorbent pads, a 10 foot (3.048 m) long containment boom, and approved container with lid, and a non-metallic shovel shall be provided to mitigate a minimum 5-gallon fuel spill.
8. Tanker vehicles shall be equipped with a fuel limit switch such as a count-back switch, limiting the amount of a single fueling operation to a maximum of 500 gallons (1,893 L) between re-settings of the limit switch.

Exception: Tankers utilizing remote emergency shut-off device capability where the operator constantly carries the shut-off device which, when activated, immediately causes flow of fuel from the tanker to cease.

9. Persons responsible for dispensing operations shall be trained in the appropriate mitigating actions in the event of fire, leak, or spill. Training records shall be maintained by the dispensing company and shall be made available to the Code Official upon request.
10. Operators of tank vehicles used for mobile fueling operations shall have in their possession at all times an emergency communications device to notify the proper authorities in the event of an emergency.

Sec. 3406.5.4.5.3 Operational Requirements.

1. The tank vehicle dispensing equipment shall be constantly attended and operated only by designated personnel who are trained to handle and dispense motor fuels.
2. Prior to beginning dispensing operations, precautions shall be taken to assure ignition sources are not present.
3. The engines of vehicles being fueled shall be shut off during dispensing operations.
4. Night time fueling operations shall only take place in adequately lighted areas.

5. The tank vehicle shall be positioned with respect to vehicles being fueled so as to preclude traffic from driving over the delivery hose and between the tank vehicle and the motor vehicle being fueled.
6. During fueling operations, tank vehicle brakes shall be set, chock blocks shall be in place and warning lights shall be in operation.
7. Motor vehicle fuel tanks shall not be topped off.
8. The dispensing hose shall be properly placed on an approved reel or in an approved compartment prior to moving the tank vehicle.
9. The Code Official and other appropriate authorities shall be notified when a reportable spill or unauthorized discharge occurs.

Section 3504 Storage

Flammable Gas.

Sec. 3504.2 is amended by the addition of the following:

Sec. 3504.2 Maximum Capacity Within Established Limits. Tanks shall not be located within one hundred feet (100') of the property line of any Group A, E, I, or R occupancies.

Section 3803 Installation of Equipment - LP Gas

Sec. 3803.2.1 is amended by the addition of the following section:

Sec. 3803.2.1.8 Jewelry Repair, Dental Labs, and Similar Occupancies. Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20 pounds (9.0 kg) water capacity. Aggregate capacity shall not exceed 60 pounds (27.2 kg) water capacity. Each device shall be separated from other containers by not less than 20 feet.

Section 3804 Location of LP-Gas Containers

Sec. 3804.2 is amended to read as follows:

Sec. 3804.2 Maximum Capacity Within Established Limits. The manufacturing of LP-Gas shall be prohibited in each and every zoning district of the City of Plano. The storage and use of LP-Gas shall be allowed only in industrial zoned districts of the City of Plano and as allowed in specific uses outlined in Section 3803 and 3804. Storage shall not be located within one hundred feet (100') of the property line of E, A, I, or R occupancies.

Sec. 3804.3 is amended by the addition of the following :

Sec. 3804.3.2 Spas, Pool Heaters, and Other Listed Devices. Where natural gas service is not available, an LP-Gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed 250-gallon water capacity per lot. See Table 3804.3 for location of containers.

Exception: Lots where LP can be off loaded wholly on the property where the tank is located; may install 500 gallon above ground or 1,000 gallon underground approved containers.

Section 4603 Fire Safety Requirement for Existing Buildings

Section 4603.4 is amended to read as follows:

4603.4 Sprinkler Systems. An automatic sprinkler system shall be provided in existing buildings in accordance with Sections 4603.4.1 through 4603.4.4.

Sec. 4603.4 is amended by the addition of the following sections:

Sec. 4603.4.3 Spray Booths and Rooms. New and existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 1504.

Sec. 4603.4.4 Existing R-1, 2, 3, and 4 Occupancies: In R-1, 2, 3, and 4 occupancies where a fire has occurred and displaces one or more occupants, the affected building shall be fire-sprinkled prior to re-occupancy of the unit/building.

Section 8-18 Authorizing Suits for Injunctive Relief.

Notwithstanding any penal provision of this Ordinance, the City Attorney is authorized to file suit on behalf of the City of Plano, the Fire Chief or his authorized representative, or both for injunctive relief as may be necessary to enforce the provisions of this Ordinance.”

Section III. All provisions of the Code of Ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section IV. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance

are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

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

Section VI. This Ordinance shall become effective the 1st day of March, 2011, upon its passage and publication as required by law.

DULY PASSED AND APPROVED on this the 24th day of January, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|---|----------------------------------|-------------------------|--|---------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 01/24/11 | | |
| Department: | | Finance | | |
| Department Head | | Denise Tacke | | |
| Agenda Coordinator (include phone #): Katherine Crumbley x-7479 | | | | |
| CAPTION | | | | |
| An Ordinance of the City of Plano, Texas repealing Ordinance No. 2010-10-21 designating a certain area within the City of Plano as Reinvestment Zone No. 123 for a tax abatement consisting of a 14.36 acre tract of land located at the southwest corner of Shiloh Road and East Plano Parkway in the City of Plano, Texas; and providing an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 10-11 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(S): | | | | |
| COMMENTS: This item has no fiscal impact. | | | | |
| SUMMARY OF ITEM | | | | |
| The City Council adopted Ordinance No. 2010-10-21 on October 25, 2010, designating a certain area within the City of Plano as Reinvestment Zone No. 123 for a tax abatement. It was later found that the boundaries of such zone were the same as the boundaries for Reinvestment Zone No. 119 and therefore Ordinance No. 2010-10-21 should be repealed. | | | | |
| List of Supporting Documents: Ordinance | | | Other Departments, Boards, Commissions or Agencies | |
| | | | | |

An Ordinance of the City of Plano, Texas repealing Ordinance No. 2010-10-21 designating a certain area within the City of Plano as Reinvestment Zone No. 123 for a tax abatement consisting of a 14.36 acre tract of land located at the southwest corner of Shiloh Road and East Plano Parkway in the City of Plano, Texas; and providing an effective date.

WHEREAS, the City Council adopted Ordinance No. 2010-10-21 on October 25, 2010, designating a certain area within the City of Plano as Reinvestment Zone No. 123 for a tax abatement; and

WHEREAS, the City Council finds that the boundaries of such zone are the same as the boundaries for Reinvestment Zone No. 119 and therefore Ordinance No. 2010-10-21 should be repealed.

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

Section I. The City Council hereby repeals Ordinance No. 2010-10-21.

Section II. This Ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED AND APPROVED this the 24th day of January, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



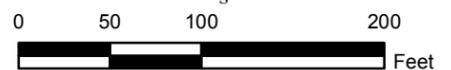
CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|---|----------------------------|----------------------------------|--|-------------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 1/24/2011 | | |
| Department: | Public Works & Engineering | | | |
| Department Head | Alan L. Upchurch | | | |
| Agenda Coordinator (include phone #): Irene Pegues (7198) | | | | |
| CAPTION | | | | |
| <p>An Ordinance of the City of Plano, Texas, amending Chapter 12 (Traffic Code), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, to repeal the school zone on the section of eastbound Parker Road from a point 220 feet west of P Avenue to a point 85 feet east of P Avenue, to repeal the school zone on the section of westbound Parker Road from a point 200 feet east of P Avenue to a point 50 feet west of P Avenue, to enact a school zone on the section of eastbound Parker Road from a point 50 feet west of Tarkio Road to a point 310 feet west of Raton Lane, to enact a school zone on the section of westbound Parker Road from a point 760 feet east of P Avenue to a point 50 feet west of Tarkio Road; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p> | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | 2010-11 | Prior Year (CIP Only) | Current Year | Future Years |
| | | TOTALS | | |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(s): GENERAL FUND | | | | |
| <p>COMMENTS: Any revenue received via fines as a result of this Ordinance is undeterminable at this time.</p> <p>STRATEGIC PLAN GOAL: Passage of this Ordinance relates to the City's Goal of Financially Strong City with Service Excellence.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| <p>The school zone on Parker Road was re-established in 2009 when Barron Elementary School resumed being an elementary school. PISD and the Police Department do not believe that the school zone provides effective protection for the crossing zone. Additionally, the present zone does not provide sufficient locations for the Police Department to provide adequate enforcement. The revised school zone is based on input from both PISD and the Police Department.</p> | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Location Map | | | N/A | |



Parker Road School Crossing at P Avenue

- Current 20 MPH School Zone
- Proposed 20 MPH School Zone



An Ordinance of the City of Plano, Texas, amending Chapter 12 (Traffic Code), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, to repeal the school zone on the section of eastbound Parker Road from a point 220 feet west of P Avenue to a point 85 feet east of P Avenue, to repeal the school zone on the section of westbound Parker Road from a point 200 feet east of P Avenue to a point 50 feet west of P Avenue, to enact a school zone on the section of eastbound Parker Road from a point 50 feet west of Tarkio Road to a point 310 feet west of Raton Lane, to enact a school zone on the section of westbound Parker Road from a point 760 feet east of P Avenue to a point 50 feet west of Tarkio Road; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, the primary purpose of school zone speed limits is to reduce the speed of travel on roadways at school crosswalks in order to reduce the potential for catastrophic pedestrian – vehicle collisions; and

WHEREAS, the goal of the school zone on Parker Road at P Avenue implemented by the adoption of Ordinance 2009-6-13 was to protect the school crosswalk across Parker; and

WHEREAS, school staff, PISD administrators, and Plano Police patrol officers do not believe that the Parker Road school zone established by Ordinance 2009-6-13 effectively protects the school crosswalk across Parker Road; and

WHEREAS, the Plano Police Department recommends to the Public Works & Engineering Department that this school zone on Parker Road should extend from Raton Lane east of P Avenue to Tarkio Road west of P Avenue for effective enforcement of the school zone speed limit; and

WHEREAS, the City Council of the City of Plano finds it is necessary and is in the best interest of the City and its citizens to revise the limits and effective times of the school zone on Parker Road at P Avenue.

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

Section I. Chapter 12 (Traffic Code), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances is hereby amended to delete the following school zones:

“Parker Road:

- (2) For eastbound traffic, between a point two hundred twenty (220) feet west of P Avenue and a point eighty-five (85) feet east of P Avenue and for westbound traffic, a point two hundred (200) feet east of P Avenue and a

point fifty (50) feet west of P Avenue on school days between 7:15 a.m. and 8:15 a.m. and between 2:30 p.m. and 3:15 p.m. (P)”

Section II. Chapter 12 (Motor Vehicles and Traffic), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances is hereby amended to read as follow:

“Parker Road:

(2) For eastbound traffic, between a point fifty (50) feet west of Tarkio Road and a point three hundred ten (310) feet west of Raton Lane and for westbound traffic, a point seven hundred sixty (760) feet east of P Avenue and a point fifty (50) feet west of Tarkio Road on school days between 7:00 a.m. and 8:15 a.m. and between 2:30 p.m. and 3:15 p.m. (P)”

Section III. All other portions of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances shall remain in full force and effect.

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

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

Section VI. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

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

Section VIII. This Ordinance shall become effective from and after its passage and publication as required by law.

DULY PASSED AND APPROVED this 24th day of January, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

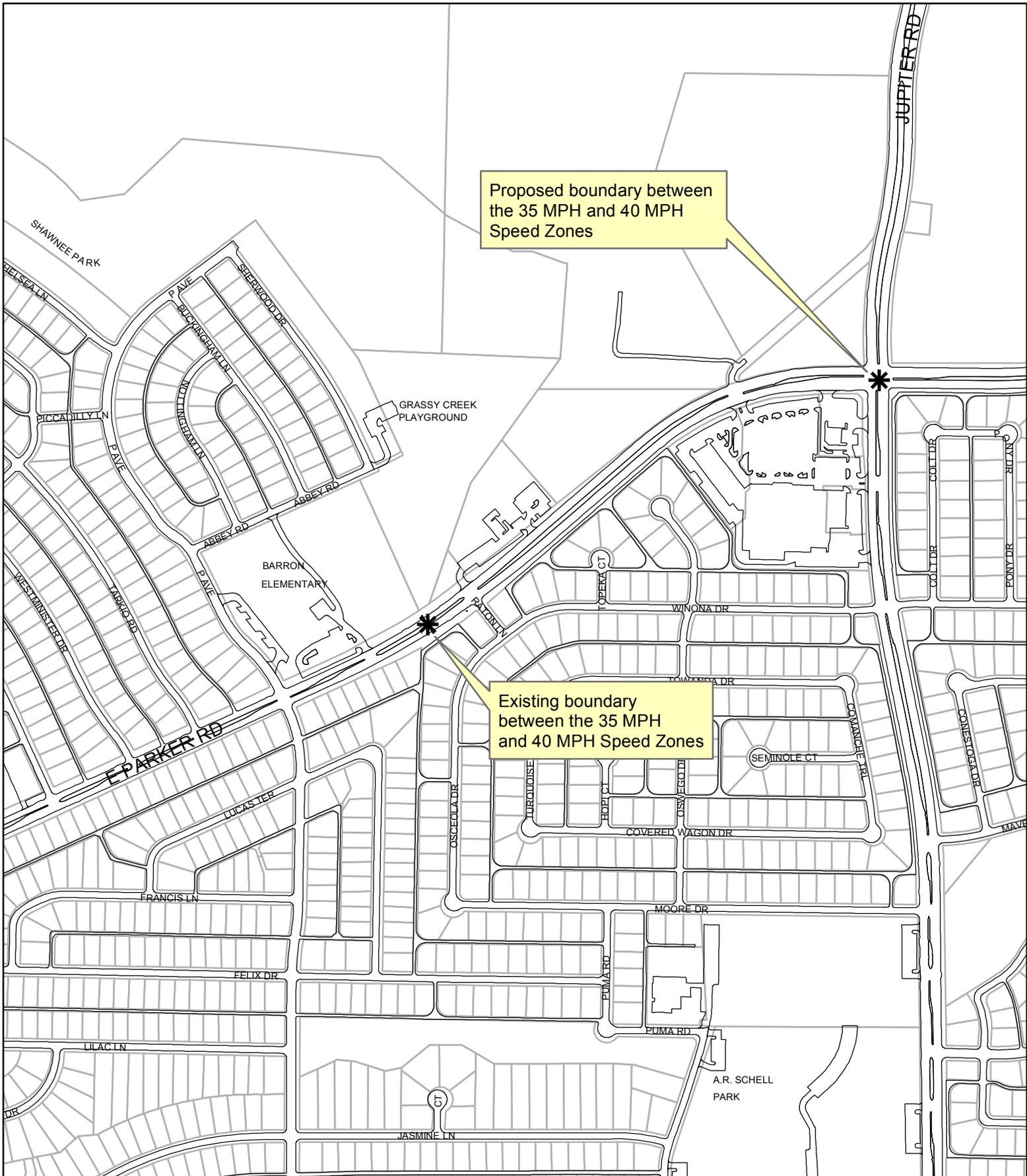
APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

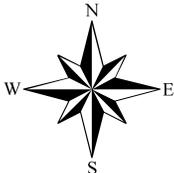


CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|--|----------------------------|----------------------------------|--|-------------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 1/24/2011 | | |
| Department: | Public Works & Engineering | | | |
| Department Head | Alan L. Upchurch | | | |
| Agenda Coordinator (include phone #): Irene Pegues (7198) | | | | |
| CAPTION | | | | |
| <p>An Ordinance of the City of Plano, Texas, amending Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to revise the limits of the speed zone for certain sections of Parker Road within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p> | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | 2010-11 | Prior Year (CIP Only) | Current Year | Future Years |
| | | TOTALS | | |
| Budget | | 0 | 0 | 0 |
| Encumbered/Expended Amount | | 0 | 0 | 0 |
| This Item | | 0 | 0 | 0 |
| BALANCE | | 0 | 0 | 0 |
| FUND(S): GENERAL FUND | | | | |
| COMMENTS: Any revenue received via fines as a result of this Ordinance is undeterminable at this time. | | | | |
| STRATEGIC PLAN GOAL: Passage of this Ordinance relates to the City's Goal of Financially Strong City with Service Excellence. | | | | |
| SUMMARY OF ITEM | | | | |
| <p>The proposed revision of the school zone boundaries on Parker Road at P Avenue for Barron Elementary School requires relocating the boundary between the 35 mile per hour (MPH) speed zone and the 40 MPH speed zone on Parker Road. The boundary between the two speed zones is currently aligned with the east property line of the school. The Transportation Engineering Division (TED) proposes to relocate the boundary between the two speed zones to the Jupiter Road intersection. The base speed limit for Parker Road would be 40 MPH east of Jupiter Road and 35 MPH west of Jupiter Road to K Avenue. The TED has prepared the attached ordinance for City Council consideration and recommends approval of the ordinance.</p> | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Location Map | | | N/A | |



**Proposed Revision to Parker Road
Speed Zone Boundary**



An Ordinance of the City of Plano, Texas, amending Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to revise the limits of the speed zone for certain sections of Parker Road within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, Section 545.356 of the Texas Transportation Code, as amended, grants to cities operating under a Home Rule Charter the authority to control the operation of motor vehicles using its streets and to prescribe reasonable and safe prima facie maximum speed limits for the same; and

WHEREAS, the base speed zoning for a roadway should not change within a school speed zone; and

WHEREAS, the proposed limits of the school speed zone on Parker Road for Barron Elementary School encompass the boundary between a 40 mile per hour (MPH) speed zone and a 35 MPH speed zone for Parker Road; and

WHEREAS, this conflict between the school speed zone and base roadway speed zone boundaries requires resolution; and

WHEREAS, Jupiter Road is an effective alternative division point between sections of Parker Road and is close to the current boundary between the 35 MPH speed zone and the 40 MPH speed zone on Parker Road.

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

Section I. The following prima facie maximum speed limits hereafter indicated for motor vehicles are hereby determined and declared to be reasonable and safe, and such maximum speed limits are hereby fixed at the rate of speed indicated for motor vehicles traveling upon the named streets or highways or parts thereof. No motor vehicle shall be operated along or upon said portions of said named streets or highways within the corporate limits of the City of Plano in excess of the speeds now set forth.

Section II. Section 12-74(b) of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the repeal of the following Subsections:

“Parker Road:

- (1) Forty-five (45) miles per hour along and upon Parker Road from east city limits to Morton Vale;

(2) Forty (40) miles per hour along and upon Parker Road from Morton Vale to the east boundary line of Barron Elementary School;

(3) Thirty-five (35) miles per hour along and upon Parker Road from the east boundary of Barron Elementary School to Avenue K;

(4) Forty (40) miles per hour along and upon Parker Road from Avenue K to Marsh Lane;

(5) Forty (40) miles per hour along and upon Parker Road from Marsh Lane to the west city limits.”

Section III. Section 12-74(b) of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the addition of the following Subsections to read as follows:

“Parker Road:

(1) Forty-five (45) miles per hour along and upon Parker Road from east city limits to Morton Vale;

(2) Forty (40) miles per hour along and upon Parker Road from Morton Vale to Jupiter Road;

(3) Thirty-five (35) miles per hour along and upon Parker Road from Jupiter Road to Avenue K;

(4) Forty (40) miles per hour along and upon Parker Road from Avenue K to the west city limits.”

Section IV. The Traffic Engineer of Plano is hereby authorized to cause to be erected appropriate signs indicating such speed zones.

Section V. All provisions of the Ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, except that an ordinance of the city establishing a school zone and speed limit therefore within the zones changed herein, shall not be repealed but shall prevail over this Ordinance. All other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and full effect.

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

Section VII. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

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

Section IX. This Ordinance shall become effective immediately from and after its passage and publication as required by law.

DULY PASSED AND APPROVED this 24th day of January, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

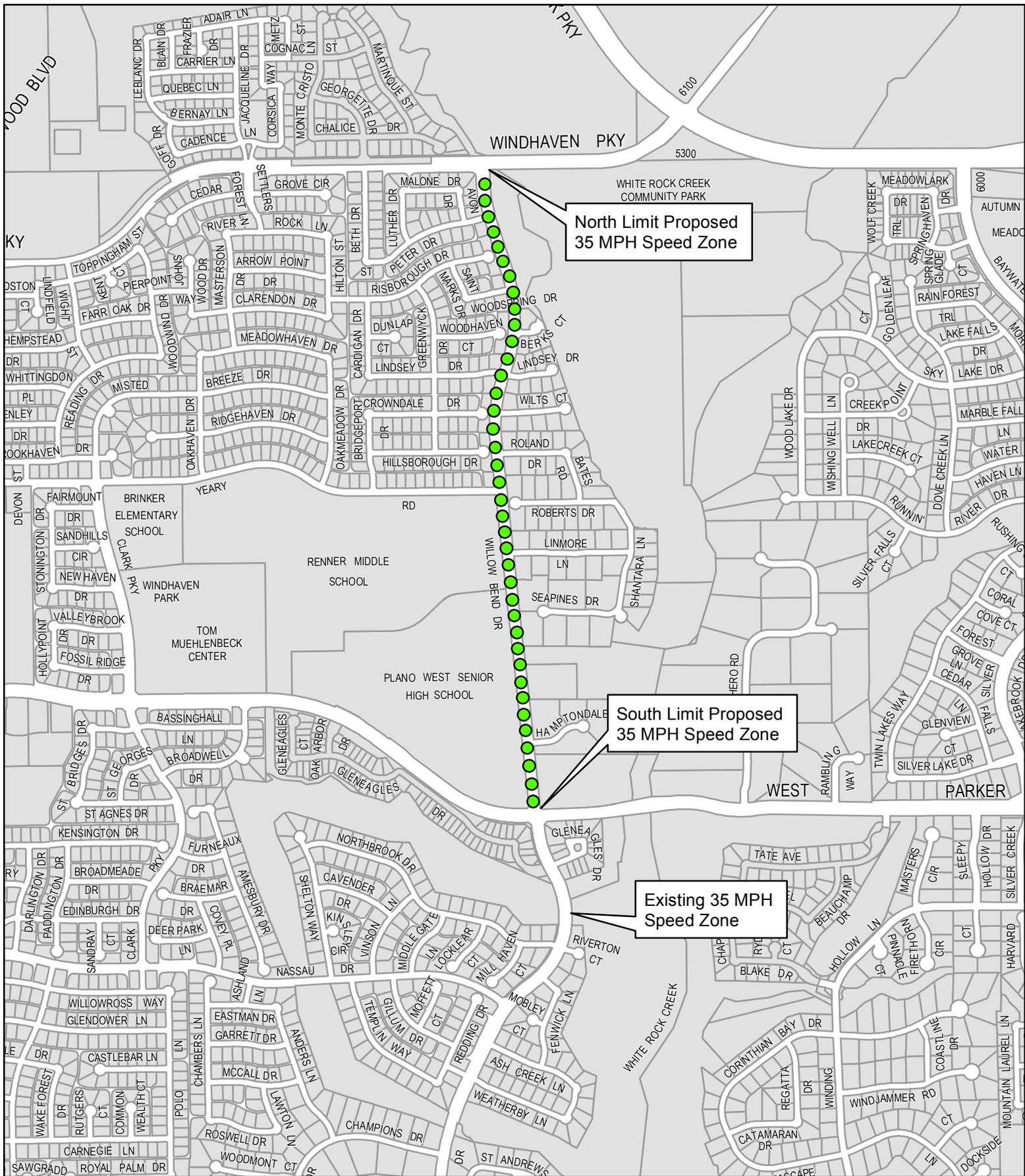
APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

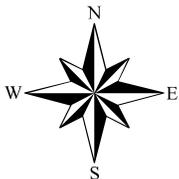


**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|--|----------------------------------|---|-------------------------|---------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 1/24/2011 | | |
| Department: | Public Works & Engineering | | | |
| Department Head | Alan L. Upchurch | | | |
| Agenda Coordinator (include phone #): Irene Pegues (7198) | | | | |
| CAPTION | | | | |
| An Ordinance of the City of Plano, Texas, amending Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Willow Bend Drive within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2010-11 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(S): GENERAL FUND | | | | |
| COMMENTS: Any revenue received via fines as a result of this Ordinance is undeterminable at this time. | | | | |
| STRATEGIC PLAN GOAL: Passage of this Ordinance relates to the City's Goal of Financially Strong City with Service Excellence. | | | | |
| SUMMARY OF ITEM | | | | |
| The City of Plano Transportation Engineering Division received a request to review the speed limit on Willow Bend Drive from West Parker Road to Windhaven Parkway. The Transportation Engineering Division performed an engineering and traffic investigation and determined that this section of street should be speed zoned for 35 miles per hour. The Transportation Engineering Division supports speed zoning Willow Bend Drive between West Parker Road and Windhaven Parkway at 35 miles per hour and has prepared the attached ordinance for City Council consideration. | | | | |
| List of Supporting Documents: Location Map | | Other Departments, Boards, Commissions or Agencies N/A | | |



**Willow Bend Drive
35 MPH Speed Zoning
Recommendation**



1 inch = 1,000 feet



Transportation Engineering Division

An Ordinance of the City of Plano, Texas, amending Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Willow Bend Drive within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, Section 545.356 of the Texas Transportation Code, as amended, grants to cities operating under a Home Rule Charter the authority to control the operation of motor vehicles using its streets and to prescribe reasonable and safe prima facie maximum speed limits for the same; and

WHEREAS, traffic and engineering studies of Willow Bend Drive have been completed, and the City Council is of the opinion that the speed limits applicable to certain portions of this roadway should be altered; and

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

Section I. The following prima facie maximum speed limits hereafter indicated for motor vehicles are hereby determined and declared to be reasonable and safe, and such maximum speed limits are hereby fixed at the rate of speed indicated for motor vehicles traveling upon the named streets or highways or parts thereof. No motor vehicle shall be operated along or upon said portions of said named streets or highways within the corporate limits of the City of Plano in excess of the speeds now set forth.

Section II. Section 12-74(b) of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the repeal of the following Subsections:

“Willow Bend Drive:

(1) Thirty-five (35) miles per hour along and upon Willow Bend Drive between Park Boulevard and Parker Road.

(2) Thirty (30) miles per hour along and upon Willow Bend Drive between Parker Road and Windhaven Parkway.”

Section III. Section 12-74(b) of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the addition of the following Subsections to read as follows:

“Willow Bend Drive:

(1) Thirty-five (35) miles per hour along and upon Willow Bend Drive between Park Boulevard and Windhaven Parkway.”

Section IV. The Traffic Engineer of Plano is hereby authorized to cause to be erected appropriate signs indicating such speed zone.

Section V. All provisions of the Ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, except that an ordinance of the city establishing a school zone and speed limit therefore within the zones changed herein, shall not be repealed but shall prevail over this Ordinance. All other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and full effect.

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

Section VII. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

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

Section IX. This Ordinance shall become effective immediately from and after its passage and publication as required by law.

DULY PASSED AND APPROVED this 24th day of January, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

DATE: January 5, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of January 4, 2011

**AGENDA ITEM NO. 6A - PUBLIC HEARING
ZONING CASE 2010-20
APPLICANT: BLUEWAVE DEPLOYMENT (T- MOBILE)**

Request for a Specific Use Permit for 90-foot Commercial Antenna Support Structure on 0.1± acre located 250± feet east of Jupiter Road and 530± feet south of 14th Street. Zoned Retail. Tabled 12/06/10 and 12/20/10.

APPROVED: 6-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 1 **OPPOSE:** 0

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 2

PETITION(s) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval subject to the commercial antenna support structure being a stealth “flagpole” design, and the elevation plan drawing being included as an exhibit with the ordinance.

FOR CITY COUNCIL MEETING OF: January 24, 2011 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BM/dc

xc: Alex Broadus, Bluewave Development

CITY OF PLANO

PLANNING & ZONING COMMISSION

January 4, 2011

Agenda Item No. 6A

Public Hearing: Zoning Case 2010-20

Applicant: Bluewave Deployment (T- Mobile)

DESCRIPTION:

Request for a Specific Use Permit for 90-foot Commercial Antenna Support Structure on 0.1± acre located 250± feet east of Jupiter Road and 530± feet south of 14th Street. Zoned Retail. Tabled 12/06/10 and 12/20/10.

REMARKS:

This agenda item was tabled at the Planning & Zoning Commission's meeting on December 20, 2010, and needs to be removed from the table for consideration

This is a request for a Specific Use Permit (SUP) for a 90-foot Commercial Antenna Support Structure.

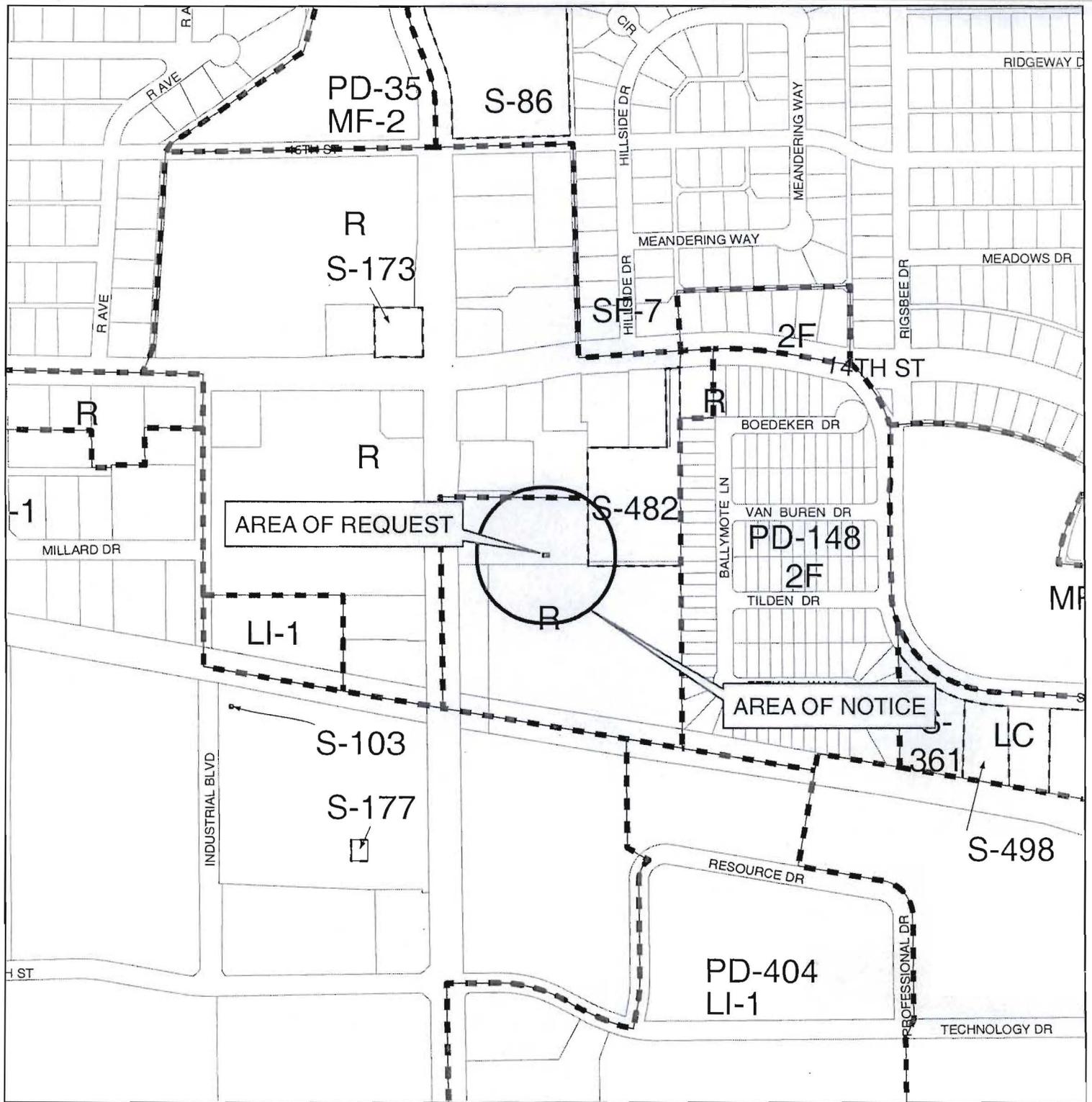
A commercial antenna is defined as any antenna system that provides, directly or indirectly for a fee, telecommunications services to the public or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established. The property is currently zoned Retail (R). The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling and warehousing.

The subject property is currently developed as a retail shopping center. The applicant is requesting a SUP for a 90-foot stealth Commercial Antenna Support Structure. A 60-foot Commercial Antenna Support Structure is allowed by right in the R district, but because the requested tower exceeds 60 feet in height, an SUP is required. The reason why the applicant is requesting an additional 30 feet in height is to provide adequate coverage. The maximum height of a commercial antenna support structure that may be requested is 120 feet in the R district.

The land surrounding the area of request is zoned R and is occupied by retail uses to the north and west, postal office to the south, and indoor commercial amusement to the east. The proposed antenna site is approximately 445± feet from the Madison Estate townhomes to the east. The applicant is proposing a stealth design to minimize the visual effect of a traditional 90-foot tall support structure with visible antenna. The proposed “flagpole” design will also completely enclose and hide the antenna within a large pole. The applicant’s design will help minimize the aesthetic impact of the proposed antenna support structure from the neighboring commercial developments and residential subdivision. Additionally, the pole is designed to accommodate additional antennas. Staff believes that the proposed design meets the intent of a stealth commercial antenna support structure.

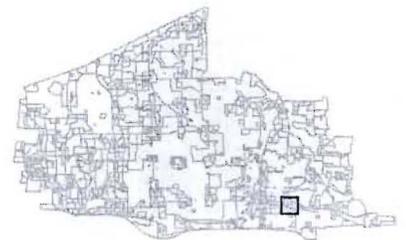
RECOMMENDATION:

Recommended for approval subject to commercial antenna support structure being a stealth “flagpole” design.

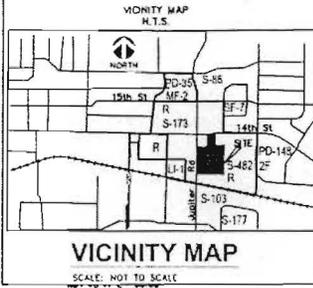


Zoning Case #: 2010-20

Existing Zoning: RETAIL



○ 200' Notification Buffer



NOTE: APPROVAL OF ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAN, OR PLAN OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLANS OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

LEGAL DESCRIPTIONS

ACCESS & UTILITY EASEMENT

BEING all that certain lot, tract or parcel of land situated in Collin County, Texas, and being part of the Standard Block Survey, Abstract No. 73 and the El Monte Survey, Abstract No. 192, in the City of Plano, Texas, and being part of a 3.1191 acre tract (part of a called 4.358 acre tract described in a deed from Plano Plaza Addition Volume 10, Page 454 C.C.M.R. as recorded in Volume 4509, Page 2614, Deed Records of Collin County, Texas, part of Lot 10, Block A, Plano Plaza Addition-Right according to the plat thereof recorded in Volume 451, The Records of Collin County, Texas, and part of a tract owned by the United States Postal Service, and being a 3-foot wide access and utility easement, and the contents of said records of being more particularly described as follows:

COMMENT: END of a point at the southern corner of said 3.1191 acre tract on the east line of Jupiter Road.

THE SUCCESSION BEING along the arc-tangent west line of said 3.1191 acre tract and the east line of said Jupiter Road a distance of 27.80 feet to the POINT OF BEGINNING of the center of said 3 feet wide access and utility easement.

THE SUCCESSION BEING along the arc-tangent south line of said 3.1191 acre tract a distance of 14.96 feet to a point, for a corner.

THE SUCCESSION BEING along the arc-tangent south line of said 3.1191 acre tract a distance of 256.51 feet to a point, for a corner.

THE SUCCESSION BEING along the arc-tangent west line of said 3.1191 acre tract a distance of 16.00 feet to the POINT OF TERMINATION of the center of said 3 feet wide access and utility easement.

LEASE AREA

BEING a 0.995 (200.00 sq. ft.) tract and being all that certain lot, tract or parcel of land situated in Collin County, Texas, and being part of the Standard Block Survey, Abstract No. 73 and the El Monte Survey, Abstract No. 192, in the City of Plano, Texas, and being part of a 3.1191 acre tract (part of a called 4.358 acre tract) described in a deed from Plano Plaza Addition-Right according to the plat thereof recorded in Volume 454, Page 2614, Deed Records of Collin County, Texas, part of Lot 10, Block A, Plano Plaza Addition-Right according to the plat thereof recorded in Volume 451, Page 454, Deed Records of Collin County, Texas, and part of a tract owned by the United States Postal Service, and being more particularly described as follows:

COMMENT: END of a point at the southern corner of said 3.1191 acre tract.

THE SUCCESSION BEING along the arc-tangent west line of said 3.1191 acre tract a distance of 119.79 feet and the arc-tangent south line of said 3.1191 acre tract a distance of 18.15 feet to a point, for a corner.

THE SUCCESSION BEING along the arc-tangent west line of said 3.1191 acre tract a distance of 20.00 feet to a point, for a corner.

THE SUCCESSION BEING along the arc-tangent west line of said 3.1191 acre tract a distance of 16.00 feet to a point, for a corner.

THE SUCCESSION BEING along the arc-tangent west line of said 3.1191 acre tract a distance of 20.00 feet to a point, for a corner.

THE SUCCESSION BEING along the arc-tangent west line of said 3.1191 acre tract a distance of 16.00 feet to the POINT OF BEGINNING and continuing 0.995 (200.00 sq. ft.) acres of land.

ACCESS EASEMENT

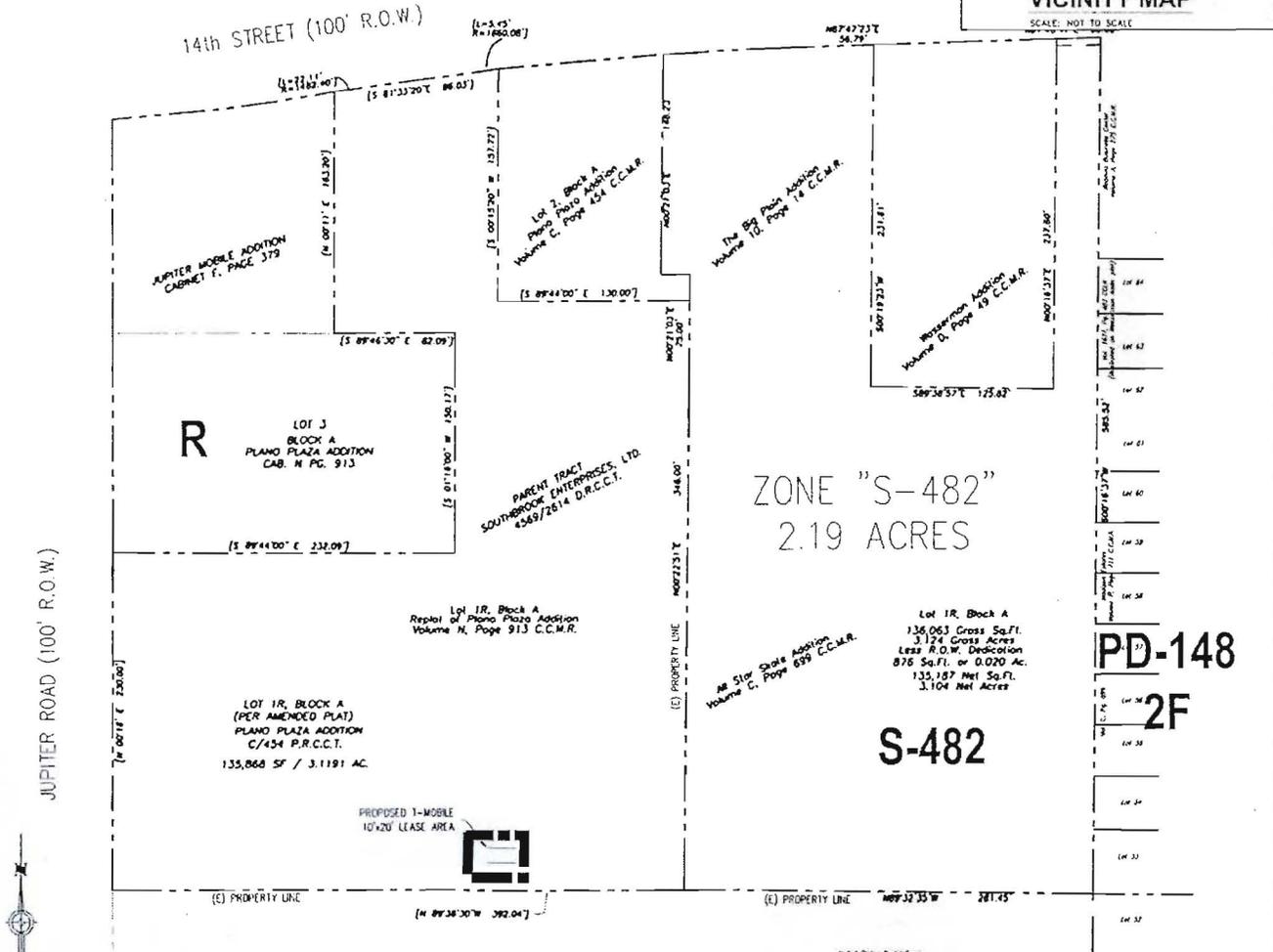
BEING all that certain lot, tract or parcel of land situated in Collin County, Texas, and being part of the Standard Block Survey, Abstract No. 73 and the El Monte Survey, Abstract No. 192, in the City of Plano, Texas, and being part of a 3.1191 acre tract (part of a called 4.358 acre tract) described in a deed from Plano Plaza Addition-Right according to the plat thereof recorded in Volume 454, Page 2614, Deed Records of Collin County, Texas, part of Lot 10, Block A, Plano Plaza Addition-Right according to the plat thereof recorded in Volume 451, Page 454, Deed Records of Collin County, Texas, and part of a tract owned by the United States Postal Service, and being a 3-foot wide access and utility easement, and the contents of said records of being more particularly described as follows:

COMMENT: END of a point at the southern corner of said 3.1191 acre tract.

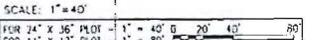
THE SUCCESSION BEING along the arc-tangent west line of said 3.1191 acre tract a distance of 27.80 feet to the POINT OF BEGINNING of the center of said 3-foot wide access and utility easement.

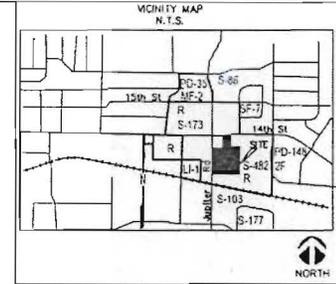
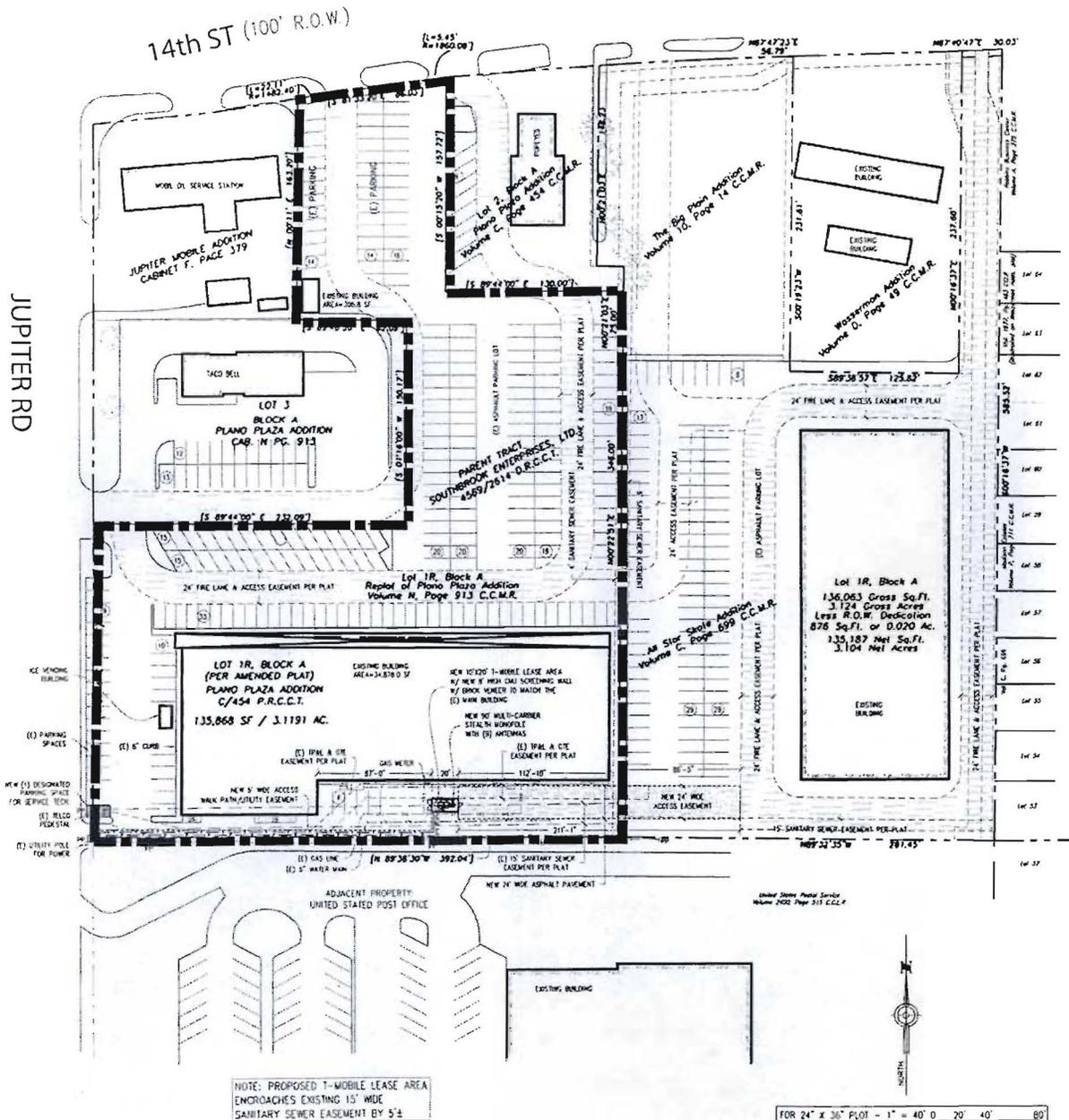
THE SUCCESSION BEING along the arc-tangent south line of said 3.1191 acre tract a distance of 14.96 feet to a point, for a corner.

| | |
|---|---------|
| CITY APPROVAL | |
| ADD JOB# | 10-2974 |
| DRAWN BY | CG |
| CHECKED BY | JG |
| 6/10/20/09 REV ZONING PLAN - SURVEY 3/12/20/09 REVISED ZONING PLAN 4/11/20/09 REV ZONING PLAN - NOTES 3/12/20/09 REVISED ZONING PLAN 2/12/20/09 REVISED ZONING PLAN 1/16/10/10 FINAL ZONING PLAN | |
| | |
| DUKE BRIDGES CAMPUS 7658 WARREN PARKWAY FRISCO, TX 75034 OFFICE: (972) 464-3510 | |
| | |
| ZC-2010-20 LOT 1R, BLOCK A PLANO PLAZA ADDITION 3.1191 AC. 2502 1/2 TH STREET PLANO, TX 75075 SOUTHBRIDGE ENTERPRISES (OWNER) ELI MURPHY SURVEYORS No. 597 PARENT TRACT SOUTHBRIDGE ENTERPRISES, LTD. 3124 ALPINE DALLAS, TEXAS 75245 (214) 771-3333 | |
| SHEET NUMBER 21 | |
| ZONING CASE ZC-2010-20 | |



APPROVAL OF ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAN, OR PLAN OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS, PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLANS OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.





FOR 24' X 36' PLOT - 1" = 300' 0"
 FOR 11' X 17' PLOT - 1" = 800'

| Plano Plaza Addition | |
|---|------------------------|
| Item | Lot 1R |
| General Site Data | |
| Zoning (from zoning map) | LIGHT COMMERCIAL |
| Land Use (from zoning ordinance) | RETAIL SHOPPING |
| Lot Area (square feet & acres) per plat plat | 135,868 sf / 3.1191 ac |
| Building Footprint Area (square feet) | 34,479 sf |
| Building Height (if stories) | 20 SINGLE STORY |
| Lot Coverage | 25.19% |
| Parking Required | PROVIDED |
| REPAIR BLOCKS - 1 SPACE PER 200 SF | 105 |
| BIPOD - 1 SPACE PER 100 SF | 125 |
| POPEYES - 1 SPACE PER 100 SF | 22 |
| OLEVENINGS - 1 SPACE PER 200 SF | 4 |
| Provised Parking (if spaces) | 206 |
| Provised Parking (if spaces) | 206 |
| Accessible Parking (Provised) | 10 |
| Parking on Easement (if spaces) | 0 |
| Landscaping Area (including turf areas) | 6,507 sq ft |
| Required exterior landscaping area (parking lot landscape) (square feet) | 0 if parking up |
| Additional interior landscaping area (square feet) | 0 |
| Other Landscaping Area within the site including storm water conveyance areas (square feet) | 0 |
| Total Landscaping Area (square feet) | 6,507 sq ft |
| Permeable Area (including landscaping or turf areas) | 6,507 sq ft |
| Permeable Paving (square feet) | 0 |
| Other Permeable Area within the site including landscaping or turf areas (square feet) | 0 |
| Total Permeable Area (square feet) | 6,507 sq ft |
| Impervious Area | 124,214 sq ft |
| Building Footprint Area (square feet) | 34,479 sq ft |
| Area of Sidewalks, Pavement & other Impervious Features (square feet) | 89,735 sq ft |
| Other Impervious Area | 0 |
| Total Impervious Area | 124,214 sq ft |
| Sum of Total Landscaping Area + Total Permeable Area | 6,507 sq ft |
| Total Impervious Area (square feet) Note: Sum must equal Total Area | 117,707 sq ft |

PURPOSE
 PURPOSE OF THIS REVISED SITEPLAN IS TO PROVIDE A NEW COMMUNICATIONS ANTENNA WITH SUPPORT STRUCTURE FOR ONE CARRIER.

OWNER
 SOUTHBROOK ENTERPRISES
 1412 MAIN ST
 DALLAS, TEXAS 75202
 CONTACT: LAWRENCE BURK
 PHONE: 214-742-5301

APPLICANT
 1-MOBILE
 DUKE BRIDGES CAMPUS
 7668 WARREN PARKWAY
 FRISCO, TEXAS 75034
 (972) 464-3510

REVISED SITEPLAN

LOT 1R, BLOCK A, PLANO PLAZA ADDITION

3.1191 AC.

2502 14TH STREET, SUITE 100
 PLANO, TX 75075
 SOUTHBROOK ENTERPRISES, LTD.
 ELLI MURPHY SURVEY ASSOCIATES, INC.
 No. 597

APPLICANT
 1-MOBILE
 DUKE BRIDGES CAMPUS
 7668 WARREN PARKWAY
 FRISCO, TEXAS 75034
 (972) 464-3510

DATE: 10/11/10

PROJECT NUMBER: S1

ZONING CASE: ZC-2010-20

CITY APPROVAL

ACD JOB# 19-2574

DRAWN BY: CG

CHECKED BY: JG

6/12/2010 REY ZONING PLAN-SURVEY
 5/12/2010 REW ZONING PLAN
 4/11/2010 REY ZONING PLAN-NOTES
 3/10/2010 REW ZONING PLAN
 2/10/2010 REW ZONING PLAN
 1/10/2010 FINAL ZONING PLAN

T-Mobile

DUKE BRIDGES CAMPUS
 7668 WARREN PARKWAY
 FRISCO, TX 75034
 OFFICE: (972) 464-3510

ALLPRO

CONSULTING GROUP, INC.
 2201 Lewis & Johnson Fwy
 Suite 100, Frisco, TX 75034
 Phone: 972-252-8993 Fax: 972-252-8175
 www.allproinc.com

DATE: 10/11/10

PROJECT NUMBER: S1

ZONING CASE: ZC-2010-20

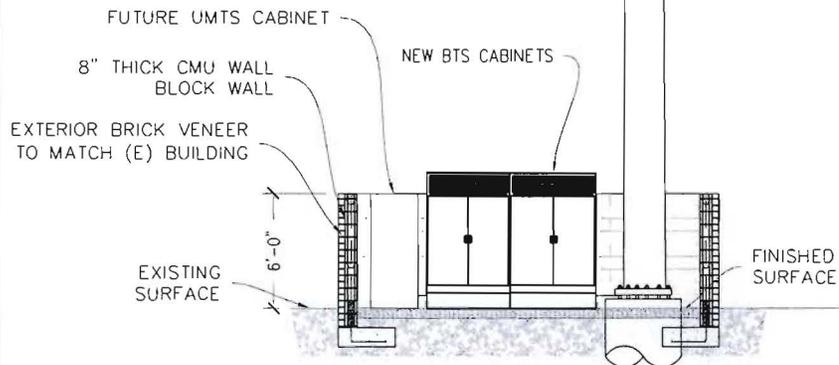
NOTE: PROPOSED T-MOBILE LEASE AREA ENROACHES EXISTING 15' WIDE SANITARY SEWER EASEMENT BY 5"

FOR 24' X 36' PLOT - 1" = 300' 0"
 FOR 11' X 17' PLOT - 1" = 800'

NEW (3) FLUSH MOUNT ANTENNAS
 (1) ACTIVE ANTENNA PER SECTOR
 SECTOR A, 60° @ 85' RAD CENTER
 SECTOR B, 140° @ 85' RAD CENTER
 SECTOR C, 300° @ 85' RAD CENTER

NEW (3) FLUSH MOUNT ANTENNAS
 (1) ACTIVE ANTENNA PER SECTOR
 SECTOR A, 60° @ 75' RAD CENTER
 SECTOR B, 140° @ 75' RAD CENTER
 SECTOR C, 300° @ 75' RAD CENTER

NEW 90' MONOPOLE



NEW T-MOBILE PANEL ANTENNA RAD C.L. = 75'-0"

NEW T-MOBILE PANEL ANTENNA RAD C.L. = 85'-0"

70'-0"

90'-0" TOP OF STEALTH POLE

10'-0" CANISTER

10'-0" CANISTER

CITY APPROVAL

ACGI JOB# 10-2974

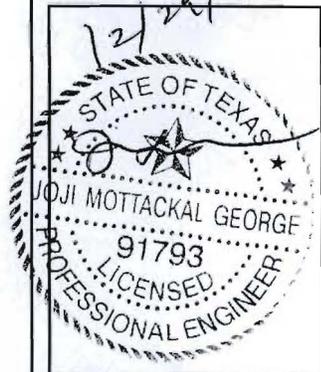
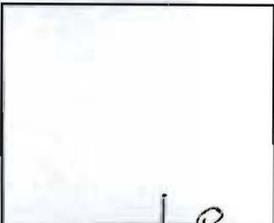
DRAWN BY: CG

CHECKED BY: JG

| | | |
|---|----------|-------------------------|
| 3 | 12/29/10 | REV ZONING PER COMMENTS |
| 2 | 12/20/10 | REV ZONING PER COMMENTS |
| 1 | 11/20/10 | REV ZONING PER COMMENTS |
| 0 | 11/08/10 | REV ZONING PLAN-NOTES |

T-Mobile
 DUKE BRIDGES CAMPUS
 7568 WARREN PARKWAY
 FRISCO, TEXAS 75034

ALLPRO
 CONSULTING GROUP, INC.
 9221 Lyndon B Johnson Fwy
 Suite 204, Dallas, TX 75243
 Phone: 972-231-8893 Fax: 866-364-8375
 www.allproci.com registration no. 8242



SHEET TITLE
 ELEVATION

SHEET NUMBER
S3

ZONING CASE
 ZC-2010-20

ANTENNA DETAIL SITE PLAN

FOR 24" X 36" PLOT - 1" = 10' 0" 5' 10' 20'
 FOR 11" X 17" PLOT - 1" = 20'

Zoning Case 2010-20

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 607 so as to allow for a 90-foot Commercial Antenna Support Structure on 0.1± acre of land out of the Sanford Beck Survey, Abstract No. 73, and the Eli Murphy Survey, Abstract No. 597, located 250± feet east of Jupiter Road and 530± feet south of 14th Street, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 24th day of January, 2011, for the purpose of considering granting Specific Use Permit No. 607 for a 90-foot Commercial Antenna Support Structure on 0.1± acre of land out of the Sanford Beck Survey, Abstract No. 73, and the Eli Murphy Survey, Abstract No. 597, located 250± feet east of Jupiter Road and 530± feet south of 14th Street, in the City of Plano, Collin County, Texas, presently zoned Retail; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 24th day of January, 2011; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 607 for a 90-foot Commercial Antenna Support Structure on 0.1± acre of land out of the Sanford Beck Survey, Abstract No. 73, and the Eli Murphy Survey, Abstract No. 597, located 250± feet east of Jupiter Road and 530± feet south of 14th Street in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 607 for 90-foot Commercial Antenna Support Structure on 0.1± acre of land out of the Sanford Beck Survey, Abstract No. 73, and the Eli Murphy Survey, Abstract No. 597, located 250± feet east of Jupiter Road and 530± feet south of 14th Street, in the City of Plano, Collin County, Texas, presently zoned Retail, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. The change granted in Section I is granted subject to the commercial antenna support structure being a stealth flagpole design, as shown in the Antenna Detail Site Plan (Exhibit "B") attached hereto.

Section III. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

Section VI. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

Section VIII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 24TH DAY OF JANUARY, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Legal Description

BEING a 0.005 (200.00 square foot) acre tract and being all that certain lot, tract, or parcel of land situated in Collin County, Texas, and being part of the Sanford Beck Survey, Abstract No. 73 and the Eli Murphy Survey, Abstract No. 597, in the City of Plano, Texas, and being part of a 3.1191 acre tract (part of a called 4.358 acre tract) described in a deed from Plano Plaza Joint Venture to Southbrook Enterprises, Ltd. as recorded in Volume 4569, Page 2614, Deed Records of Collin County, Texas; part of Lot 1R, Block A, Plano Plaza Addition-Replat according to the plat thereof recorded in Cabinet N, Page 913, Plat Records of Collin County, Texas; and part of a tract owned by the United States Postal Service, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found at the southeast corner of said 3.1191 acre tract;

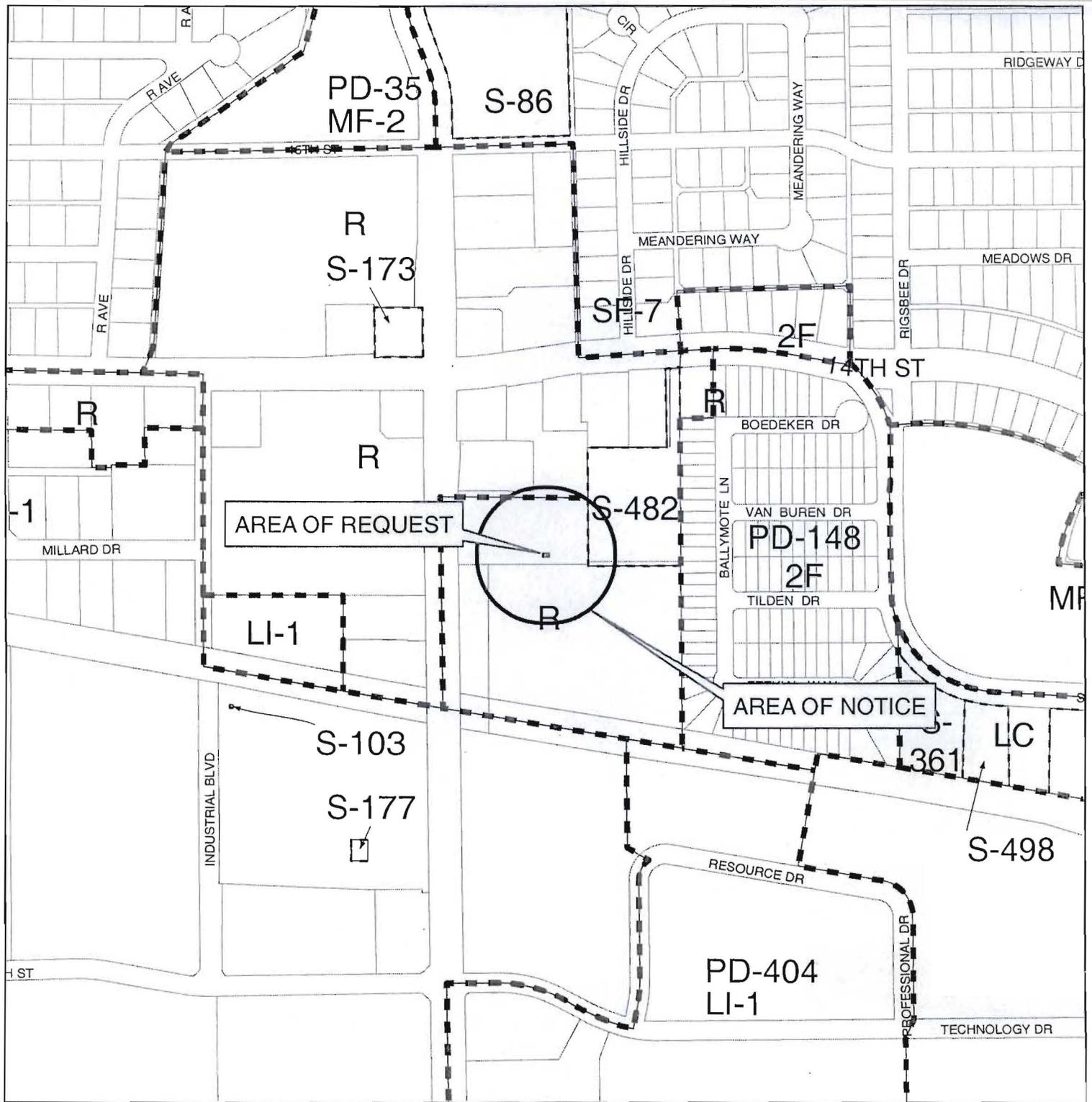
THENCE North 89° 38' 30" West along the south line of said 3.1191 acre tract a distance of 119.59 feet and North 00° 21' 30" East across said 3.1191 acre tract a distance of 18.58 feet to a 1/2-inch iron rod set at the POINT OF BEGINNING of said lease area;

THENCE North 89° 38' 30" West across said 3.1191 acre tract a distance of 20.00 feet to a 1/2-inch iron rod set, for a corner;

THENCE North 00° 21' 30" East across said 3.1191 acre tract a distance of 10.00 feet to a 1/2-inch iron rod set, for a corner;

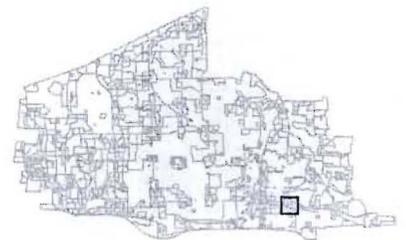
THENCE South 89° 38' 30" East across said 3.1191 acre tract a distance of 20.00 feet to a 1/2-inch iron rod set, for a corner;

THENCE South 00° 21' 30" West across said 3.1191 acre tract a distance of 10.00 feet to the POINT OF BEGINNING and CONTAINING 0.005 (200.00 square feet) acres of land.

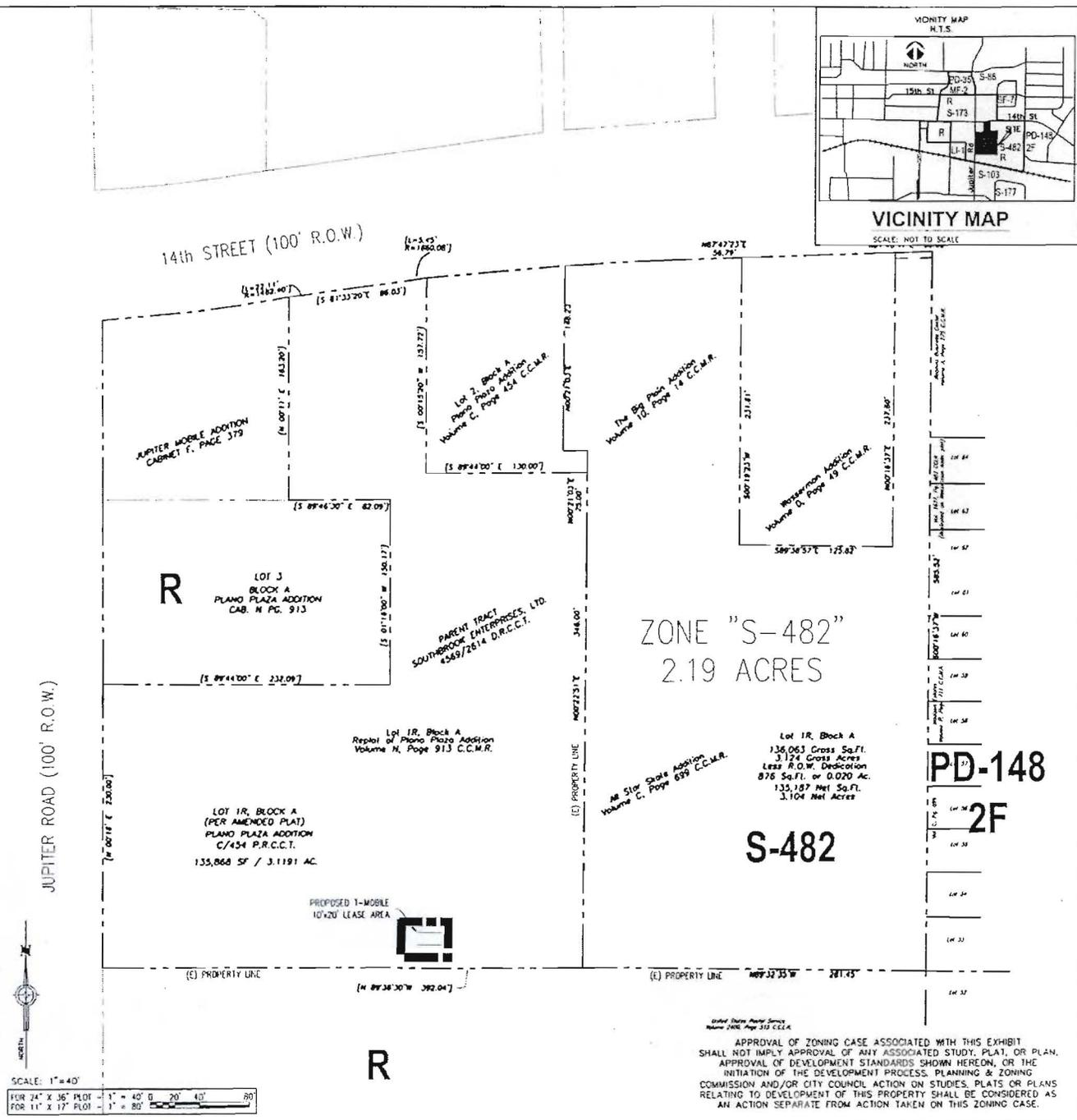


Zoning Case #: 2010-20

Existing Zoning: RETAIL



○ 200' Notification Buffer



NOTE: APPROVAL OF ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

LEGAL DESCRIPTIONS

ACCESS & UTILITY EASEMENT

BEING all that certain lot, tract or parcel of land situated in Collin County, Texas, and being part of the Standard Block Survey, Abstract No. 73 and the El Monte Survey, Abstract No. 192, in the City of Plano, Texas, and being part of a 3.1191 acre tract (part of a called 4.354 acre tract described in a deed from Plano Plaza Land Venture to Southbrook Enterprises, Ltd. as recorded in Volume 4569, Page 2614, Final Records of Collin County, Texas, part of Lot 1R, Block A, Plano Plaza Addition-Right according to the plat thereof recorded in Volume X, Page 913, The Records of Collin County, Texas, and part of a tract owned by the United States Postal Service, and being a 5-foot wide access and utility easement, and the contents of said records of being more particularly described as follows:

COMMENT (E) as a point at the southern corner of said 3.1191 acre tract on the east line of Jupiter Road;

THE SUCCESSION BEING E along the north-south west line of said 3.1191 acre tract and the west line of said Jupiter Road a distance of 25.80 feet to the POINT OF BEGINNING of the center of said 3.1191 acre tract a distance of 2.39 feet to the POINT OF BEGINNING of the center of said 3.1191 acre tract a width access and utility easement.

THE SUCCESSION BEING W across said 3.1191 acre tract a distance of 14.96 feet to a point, for a corner.

THE SUCCESSION BEING E across said 3.1191 acre tract a distance of 256.51 feet to a point, for a corner.

THE SUCCESSION BEING W across said 3.1191 acre tract a distance of 16.00 feet to the POINT OF TERMINATION of the center of said 3.1191 acre tract a width access and utility easement.

LEASE AREA

BEING a 0.995 (200.00 sq. ft.) tract and being all that certain lot, tract or parcel of land situated in Collin County, Texas, and being part of the Standard Block Survey, Abstract No. 73 and the El Monte Survey, Abstract No. 192, in the City of Plano, Texas, and being part of a 3.1191 acre tract (part of a called 4.354 acre tract) described in a deed from Plano Plaza Land Venture to Southbrook Enterprises, Ltd. as recorded in Volume 4569, Page 2614, Final Records of Collin County, Texas, part of Lot 1R, Block A, Plano Plaza Addition-Right according to the plat thereof recorded in Volume X, Page 913, The Records of Collin County, Texas, and part of a tract owned by the United States Postal Service, and being more particularly described as follows:

COMMENT (E) as a 12 inch area set found at the southern corner of said 3.1191 acre tract.

THE SUCCESSION BEING W along the north-south west line of said 3.1191 acre tract a distance of 119.79 feet and 70°23'00" E across said 3.1191 acre tract a distance of 18.35 feet to a point set at the POINT OF BEGINNING of said lease area.

THE SUCCESSION BEING W across said 3.1191 acre tract a distance of 20.00 feet to a point, for a corner.

THE SUCCESSION BEING E across said 3.1191 acre tract a distance of 10.00 feet to a point, for a corner.

THE SUCCESSION BEING E across said 3.1191 acre tract a distance of 10.00 feet to a point, for a corner.

THE SUCCESSION BEING W across said 3.1191 acre tract a distance of 20.00 feet to a point, for a corner.

THE SUCCESSION BEING W across said 3.1191 acre tract a distance of 10.00 feet to the POINT OF BEGINNING and containing 0.995 (200.00 sq. ft.) acres of land.

ACCESS EASEMENT

BEING all that certain lot, tract or parcel of land situated in Collin County, Texas, and being part of the Standard Block Survey, Abstract No. 73 and the El Monte Survey, Abstract No. 192, in the City of Plano, Texas, and being part of a 3.1191 acre tract (part of a called 4.354 acre tract) described in a deed from Plano Plaza Land Venture to Southbrook Enterprises, Ltd. as recorded in Volume 4569, Page 2614, Final Records of Collin County, Texas, part of Lot 1R, Block A, Plano Plaza Addition-Right according to the plat thereof recorded in Volume X, Page 913, The Records of Collin County, Texas, and part of a tract owned by the United States Postal Service, and being a 5-foot wide access and utility easement, and the contents of said records of being more particularly described as follows:

COMMENT (E) as a 12 inch area set found at the southern corner of said 3.1191 acre tract.

THE SUCCESSION BEING E along the north-south west line of said 3.1191 acre tract a distance of 25.80 feet to the POINT OF BEGINNING of the center of said 3.1191 acre tract a width access and utility easement.

THE SUCCESSION BEING W across said 3.1191 acre tract a distance of 14.96 feet to a point, for a corner.

CITY APPROVAL

ADD JOB# 10-2974

DRAWN BY: CG

CHECKED BY: JG

6/10/20/20 REV ZONING PLAN - SURVEY
3/12/20/20 REVISED ZONING PLAN
4/11/20/20 REV ZONING PLAN - NOTES
3/12/20/20 REVISED ZONING PLAN
2/12/20/20 REVISED ZONING PLAN
1/16/21/20 FINAL ZONING PLAN

T-Mobile

DUKE BRIDGES CAMPUS
7668 WARREN PARKWAY
FRISCO, TX 75034
OFFICE: (972) 464-3510

ALLPRO

2502 1/2TH STREET
PLANO, TEXAS 75074
PHONE: (972) 464-3510
FAX: (972) 464-3575

PROTECT YOUR RIGHTS

JOHN MOTTACHAL GEORGE

LOT 1R, BLOCK A
PLANO PLAZA ADDITION
3.1191 AC.

2020 ZONING PLAN

**2502 1/2TH STREET
PLANO, TEXAS 75074
SOUTHBROOK ENTERPRISES, LTD.
ELI MURPHY SURVEYORS
No. 597**

SHEET NUMBER
21

ZONING CASE
ZC-2010-20

OWNER
SOUTHBROOK ENTERPRISES
1412 MAIN ST.
DALLAS, TEXAS 75202
CONTACT: LAWRENCE BURK
PHONE: 214-742-5501

APPLICANT
1-MOBILE
DUKE BRIDGES CAMPUS
7668 WARREN PARKWAY
FRISCO, TEXAS 75034
(V) (972) 464-3510

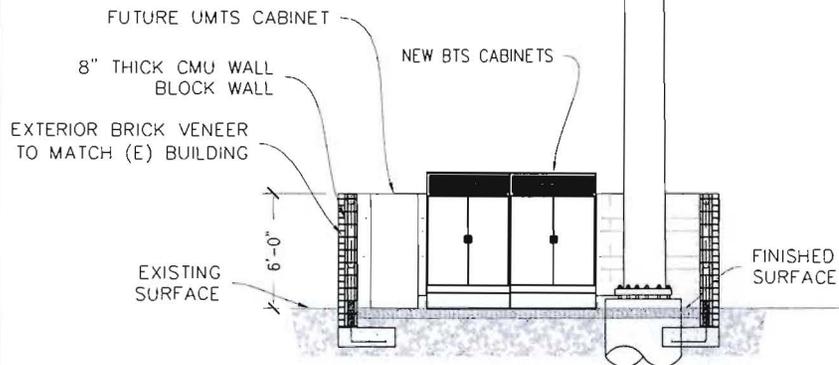
SURVEYOR
WUMBERLY SURVEYING
PROFESSIONALS
P.O. BOX 93
1022 RIDGE ROAD
ROCKWALL, TEXAS 75087
CONTACT: RON WUMBERLY
PHONE: (214) 771-3333
FAX: (214) 771-3378

APPROVAL OF ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS, PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

NEW (3) FLUSH MOUNT ANTENNAS
 (1) ACTIVE ANTENNA PER SECTOR
 SECTOR A, 60° @ 85' RAD CENTER
 SECTOR B, 140° @ 85' RAD CENTER
 SECTOR C, 300° @ 85' RAD CENTER

NEW (3) FLUSH MOUNT ANTENNAS
 (1) ACTIVE ANTENNA PER SECTOR
 SECTOR A, 60° @ 75' RAD CENTER
 SECTOR B, 140° @ 75' RAD CENTER
 SECTOR C, 300° @ 75' RAD CENTER

NEW 90' MONOPOLE



NEW T-MOBILE PANEL ANTENNA RAD C.L. = 75'-0"

NEW T-MOBILE PANEL ANTENNA RAD C.L. = 85'-0"

70'-0"

10'-0" CANISTER

10'-0" CANISTER

90'-0" TOP OF STEALTH POLE

CITY APPROVAL

ACGI JOB# 10-2974

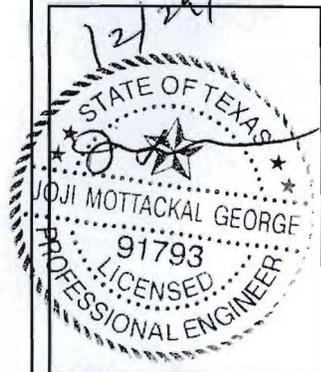
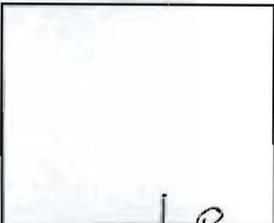
DRAWN BY: CG

CHECKED BY: JG

| | | |
|---|----------|-------------------------|
| 3 | 12/29/10 | REV ZONING PER COMMENTS |
| 2 | 12/20/10 | REV ZONING PER COMMENTS |
| 1 | 11/20/10 | REV ZONING PER COMMENTS |
| 0 | 11/08/10 | REV ZONING PLAN-NOTES |

T-Mobile
 DUKE BRIDGES CAMPUS
 7568 WARREN PARKWAY
 FRISCO, TEXAS 75034

ALLPRO
 CONSULTING GROUP, INC.
 9221 Lyndon B Johnson Fwy
 Suite 204, Dallas, TX 75243
 Phone: 972-231-8893 Fax: 866-364-8375
 www.allproci.com registration no. 8242



SHEET TITLE
 ELEVATION

SHEET NUMBER
S3

ZONING CASE
 ZC-2010-20

ANTENNA DETAIL SITE PLAN

FOR 24" X 36" PLOT - 1" = 10' 0" 5' 10' 20'
 FOR 11" X 17" PLOT - 1" = 20'

DATE: January 5, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of January 4, 2011

**AGENDA ITEM NO. 7A - PUBLIC HEARING
ZONING CASE 2010-21
APPLICANT: PLANO SNF REALTY, LLC**

Request for a Specific Use Permit for Long-term Care Facility on 5.4± acres located on the east side of Communications Parkway, 500± feet north of Chapel Hill Boulevard. Zoned Regional Employment.

APPROVED: 6-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 1 **OPPOSE:** 1

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

PETITION(s) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: January 24, 2011 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dc

xc: John Taylor, Plano SNF Realty, LLC
Derek Weiner, SG Development

CITY OF PLANO
PLANNING & ZONING COMMISSION

January 4, 2011

Agenda Item No. 7A

Public Hearing: Zoning Case 2010-21

Applicant: Plano SNF Realty, LLC

DESCRIPTION:

Request for a Specific Use Permit for Long-term Care Facility on 5.4± acres located on the east side of Communications Parkway, 500± feet north of Chapel Hill Boulevard. Zoned Regional Employment.

REMARKS:

The requested zoning is for a Specific Use Permit (SUP) for Long-term Care Facility. A long-term care facility is defined as a development providing in-patient health care, personal care, or rehabilitative services over a long period of time to persons chronically ill, aged, or disabled due to injury or disease. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

The subject property is currently zoned Regional Employment (RE). The RE district is intended to provide for office and limited manufacturing uses that are consistent with the regional status of certain tollways and expressways serving Plano and surrounding communities. Some retail uses are also appropriate when developed in conjunction with the primary uses. The district's standards are designed to ensure compatibility between the various uses within a corridor and surrounding residential neighborhoods.

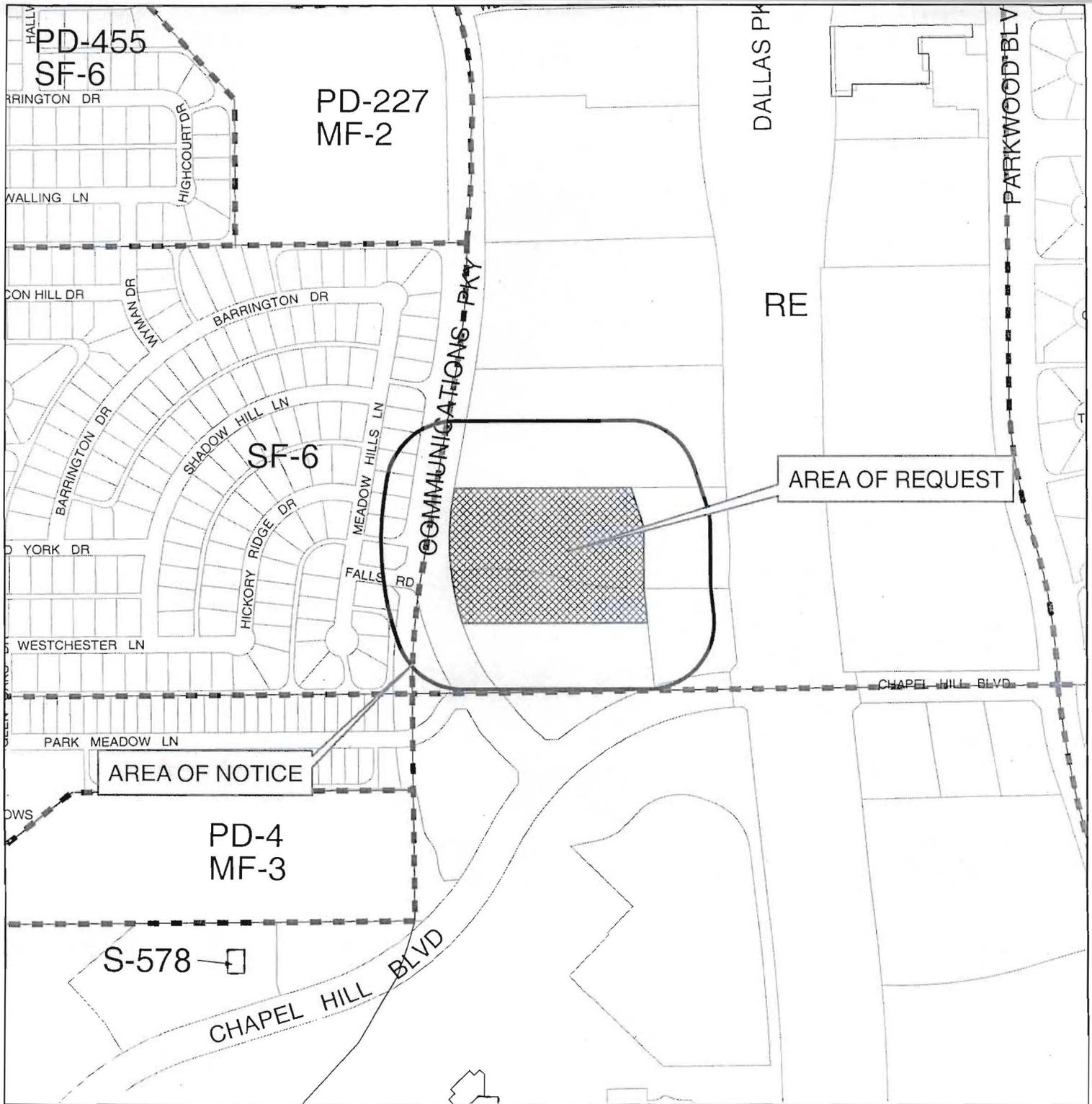
A preliminary site plan, Parkway Centre, Phase 5, Block C, Lot 5, accompanies this request.

The land to the west of the area of request, across Communications Parkway, is zoned Single-Family Residence-6 and is developed as residential homes. To the north, east, and south of the request, the land is zoned RE. The property to the north is developed as general offices, and the properties to the east and south are vacant and are proposed for office uses.

The subject property is approximately 300 feet west of the tollway. The long-term care use is complimentary to the adjacent residential use and should provide a buffer between the existing residential subdivision and the Dallas North Tollway. The site will derive its primary access from Communications Parkway, and it will have access to adjacent properties to the north, east, and south. Additionally, since this site does not have frontage on the tollway nor an arterial roadway, the requested use is appropriate because it does not rely upon visibility unlike other uses currently allowed within the RE zoning district. For these reasons, staff believes this is an appropriate location for a long-term care facility.

RECOMMENDATION:

Recommended for approval as submitted.



Zoning Case #: 2010-21

Existing Zoning: REGIONAL EMPLOYMENT/
DALLAS NORTH TOLLWAY OVERLAY DISTRICT



○ 200' Notification Buffer

ZONED "RE"
DEVELOPED AS
MEDICAL OFFICE

ZONED "SF-4"
DEVELOPED AS
SINGLE-FAMILY
RESIDENTIAL
GLEN MEADOWS
CABINET # PAGE 250

5.3672 ACRES

REQUEST FOR S.U.P. FOR
LONG-TERM CARE FACILITY

ZONED "RE"
VACANT

ZONED "RE"
VACANT

ZONED "RE"
VACANT

ZONED "SF-4"
DEVELOPED AS
SINGLE-FAMILY
RESIDENTIAL
GLEN MEADOWS
CABINET # PAGE 250

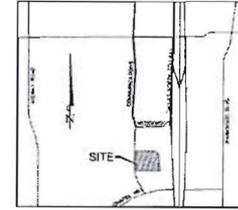
ZONED "RE"
DEVELOPED AS
MEDICAL OFFICE

LOT 1, BLOCK 3
THE SHOPAT
JALOW BEND
CABINET # PAGE 250

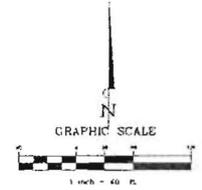
CHAPEL HILL BOULEVARD
100' R.O.W. (PUBLIC RIGHT-OF-WAY)
100' R.O.W. (PUBLIC RIGHT-OF-WAY)

DALLAS NORTH PARKWAY
100' R.O.W. (PUBLIC RIGHT-OF-WAY)
100' R.O.W. (PUBLIC RIGHT-OF-WAY)

C=3811.91'
R=795.92'
I=189.85'
L=281.2'
CHORD BEARING=117° 45'
C=387.34'



VICINITY MAP
N.T.S.



BOUNDARY DESCRIPTION:

BEING a 5.3672 acre tract of land situated in the John H. Mounts Survey, Abstract No. 610 City of Plano Collin County, Texas, being all of Lot 5 and part of Lot 6, Block C, Parkway Centre Addition, Phase 5, an addition to the City of Plano as recorded in Volume 2009, Page 779, Plat Records, Collin County, Texas (P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a one-half inch iron rod found at the northeast corner of said Lot 5, said point being in the easterly right-of-way line of Communications Parkway (a variable width right-of-way), said point also being the southwest corner of Lot 4, Block C, Parkway Centre Addition, Phase 4, an addition to the City of Plano as recorded in Volume 2009, Page 101, P.R.C.C.T.;

THENCE North 89 degrees 56 minutes 02 seconds East, along the common line of said Lot 4 and Lot 5, a distance of 532.01 feet to a one-half inch iron rod set for corner;

THENCE South 18 degrees 47 minutes 36 seconds East, a distance of 125.00 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 04 minutes 56 seconds East, a distance of 186.62 feet to a one-half inch iron rod found for corner, being the northeast corner of Lot 7 of said Block C;

THENCE South 05 degrees 35 minutes 32 seconds East, along the west line of said Lot 7, a distance of 103.06 feet to a one-half inch iron rod set for corner;

THENCE North 89 degrees 56 minutes 11 seconds West, a distance of 558.52 feet to a one inch iron rod set for corner at the easterly right-of-way line of said Communications Parkway, and being in a non-tangent curve to the right having a central angle of 28 degrees 11 minutes 57 seconds, a radius of 785.00 feet, a tangent of 180.68 feet, and whose chord bears North 04 degrees 04 minutes 17 seconds West, 367.34 feet;

THENCE northwesterly along the easterly right-of-way line of said Communications Parkway and along the said curve, an arc distance of 351.27 feet to a one-half inch iron rod found for corner and being the end of said curve;

THENCE North 10 degrees 01 minutes 33 seconds East, continuing along the easterly right-of-way line of said Communications Parkway, a distance of 21.02 feet to the POINT OF BEGINNING and containing 233.797 square feet or 5.3672 acres of land.

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

ENGINEER
BANNISTER
ENGINEERING
207 West 20th Street, Suite 200
Plano, Texas 75075
Tel: 972.753.4654
www.bannister-engineering.com

PROPERTY OWNER
PLANO SHIP REALTY, LLC
CONTACT: DEREK WEINER, P.E.
1550 WATERS RIDGE DRIVE
LEWISVILLE, TEXAS 75057
PH: (972) 753-4654
dweiner@sg-development.com

ZONING EXHIBIT
FOR
ZONING CASE # 2010-21
5.3672 ACRES
OUT OF THE JOHN MOUNTS
SURVEY, ABSTRACT NO. 610
ROBERT LUDDINGTON SURVEY,
ABSTRACT NO. 548

LOCATED IN THE
CITY OF PLANO,
COLLIN COUNTY, TEXAS
DECEMBER 8, 2010

Zoning Case 2010- 21

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 608 so as to allow for Long-term Care Facility on 5.4± acres of land out of the John H. Mounts Survey, Abstract No. 610, located on the east side of Communications Parkway, 500± feet north of Chapel Hill Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional Employment; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 24th day of January, 2011, for the purpose of considering granting Specific Use Permit No. 608 for Long-term Care Facility on 5.4± acres of land out of the John H. Mounts Survey, Abstract No. 610, located on the east side of Communications Parkway, 500± feet north of Chapel Hill Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional Employment; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 24th day of January, 2011; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 608 for Long-term Care Facility on 5.4± acres of land out of the John H. Mounts Survey, Abstract No. 610, located on the east side of Communications Parkway, 500± feet north of Chapel Hill Boulevard, in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 608 for Long-term Care Facility on 5.4± acres of land out of the John H. Mounts Survey, Abstract No. 610, located on the east side of Communications Parkway, 500± feet north of Chapel Hill Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional Employment, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

Section V. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 24TH DAY OF JANUARY, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

LEGAL DESCRIPTION

ZC 2010-21

BEING a 5.3672 acre tract of land situated in the John H. Mounts Survey, Abstract No. 610, City of Plano, Collin County, Texas, being all of Lot 5 and part of Lot 6, Block C, Parkway Centre Addition, Phase 5, an addition to the City of Plano as recorded in Volume 2006, Page 776, Plat Records, Collin County, Texas (P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2-half inch iron rod found at the northwest corner of said Lot 5, said point being in the easterly right-of-way line of Communications Parkway (a variable width right-of-way), said point also being the southwest corner of Lot 4, Block C, Parkway Centre Addition, Phase 4, an addition to the City of Plano as recorded in Volume 2006, Page 101, P.R.C.C.T.;

THENCE North 89° 55' 02" East, along the common line of said Lot 4 and Lot 5, a distance of 532.01 feet to a 1/2-half inch iron rod set for corner;

THENCE South 18° 47' 38" East, a distance of 125.00 feet to a 1/2-half inch iron rod set for corner;

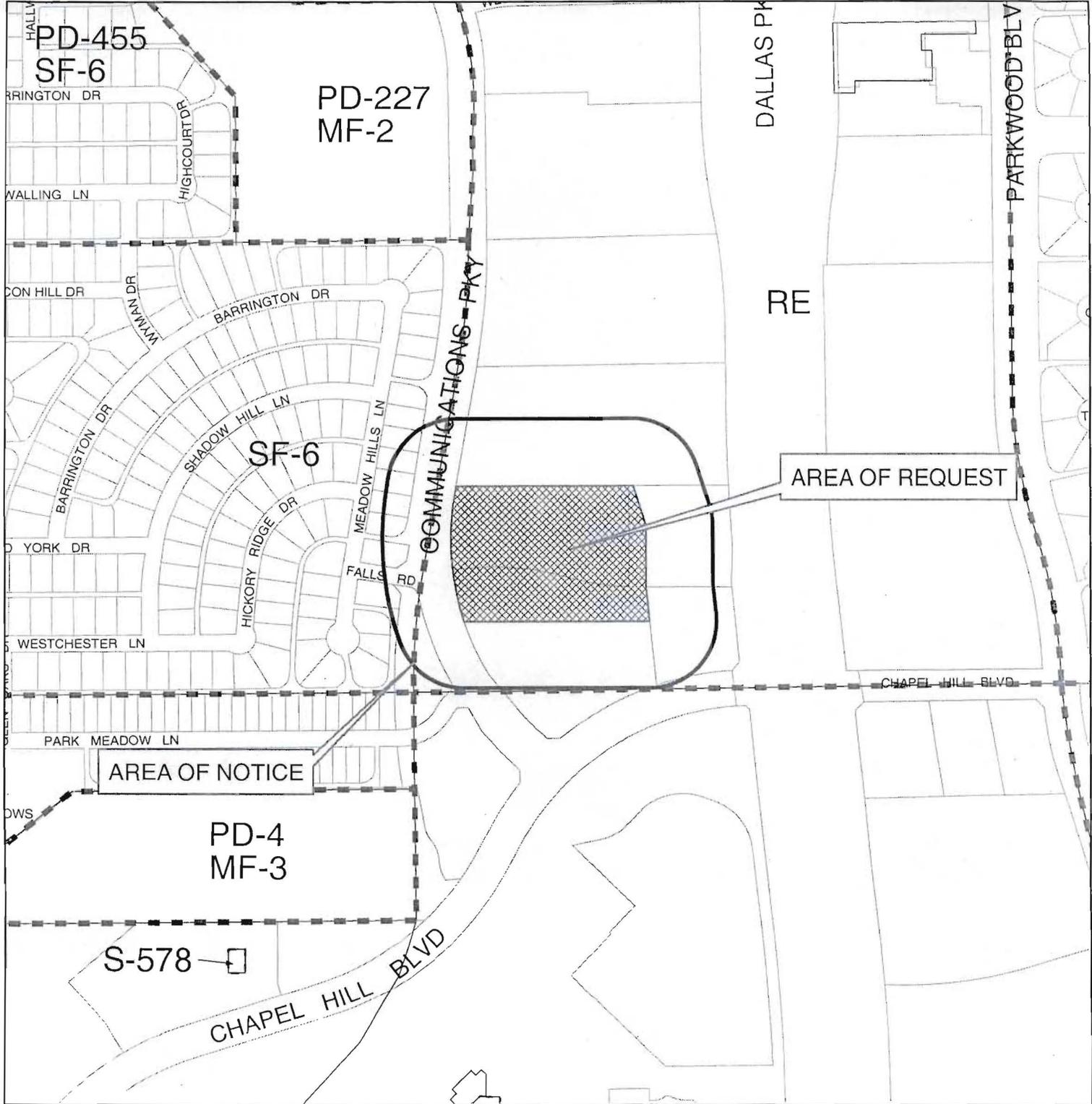
THENCE South 00° 04' 58" East, a distance of 186.62 feet to a 1/2-half inch iron rod found for corner, being the northwest corner of Lot 7 of said Block C;

THENCE South 05° 35' 52" East, along the west line of said Lot 7, a distance of 103.66 feet to a 1/2-half inch iron rod set for corner;

THENCE North 89° 58' 11" West, a distance of 558.82 feet to a one inch iron rod set for corner in the easterly right-of-way line of said Communications Parkway and being in a nontangent curve to the right having a central angle of 28° 11' 57", a radius of 795.00 feet, a tangent of 199.68 feet, and whose chord bears North 04° 04' 17" West, 387.34 feet;

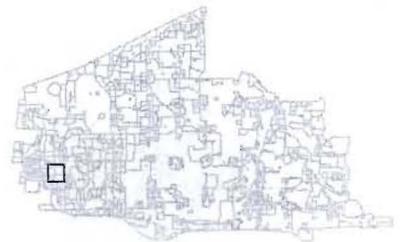
THENCE northwesterly along the easterly right-of-way line of said Communications Parkway and along the said curve, an arc distance of 391.27 feet to a 1/2-half inch iron rod found for corner and being the end of said curve;

THENCE North 10° 01' 33" East, continuing along the easterly right-of-way line of said Communications Parkway, a distance of 21.02 feet to the POINT OF BEGINNING and CONTAINING 233,797 square feet or 5.3672 acres of land.



Zoning Case #: 2010-21

Existing Zoning: REGIONAL EMPLOYMENT/
DALLAS NORTH TOLLWAY OVERLAY DISTRICT



○ 200' Notification Buffer

ZONED "RE"
DEVELOPED AS
MEDICAL OFFICE

ZONED "SF-4"
DEVELOPED AS
SINGLE-FAMILY
RESIDENTIAL
GLEN MEADOWS
CABINET # PAGE 250

5.3672 ACRES

REQUEST FOR S.U.P. FOR
LONG-TERM CARE FACILITY

ZONED "RE"
VACANT

ZONED "RE"
VACANT

ZONED "RE"
VACANT

ZONED "SF-4"
DEVELOPED AS
SINGLE-FAMILY
RESIDENTIAL
GLEN MEADOWS
CABINET # PAGE 250

ZONED "RE"
DEVELOPED AS
MEDICAL OFFICE

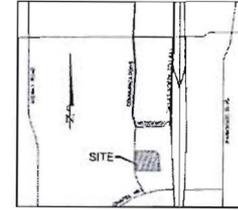
LOT 1, BLOCK 3
THE SHOPAT
JALOW BEND
CABINET # PAGE 250

CHAPEL HILL BOULEVARD
100' R.O.W. (PUBLIC RIGHT-OF-WAY)
100' R.O.W. (PUBLIC RIGHT-OF-WAY)

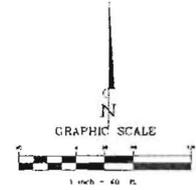
DALLAS NORTH PARKWAY
100' R.O.W. (PUBLIC RIGHT-OF-WAY)
100' R.O.W. (PUBLIC RIGHT-OF-WAY)

C=3811.91'
R=795.92'
I=189.85'
L=281.2'
CHORD BEARING=117° 45'
C=387.34'

419.53' 55.92'



VICINITY MAP
N.T.S.



BOUNDARY DESCRIPTION:

BEING a 5.3672 acre tract of land situated in the John H. Mounts Survey, Abstract No. 610 City of Plano Collin County, Texas, being all of Lot 5 and part of Lot 6, Block C, Parkway Centre Addition, Phase 5, an addition to the City of Plano as recorded in Volume 2009, Page 779, Plat Records, Collin County, Texas (P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a one-half inch iron rod found at the northeast corner of said Lot 5, said point being in the easterly right-of-way line of Communications Parkway (a variable width right-of-way), said point also being the southwest corner of Lot 4, Block C, Parkway Centre Addition, Phase 4, an addition to the City of Plano as recorded in Volume 2009, Page 101, P.R.C.C.T.;

THENCE North 89 degrees 56 minutes 02 seconds East, along the common line of said Lot 4 and Lot 5, a distance of 532.01 feet to a one-half inch iron rod set for corner;

THENCE South 18 degrees 47 minutes 36 seconds East, a distance of 125.00 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 04 minutes 56 seconds East, a distance of 186.62 feet to a one-half inch iron rod found for corner, being the northeast corner of Lot 7, of said Block C;

THENCE South 05 degrees 35 minutes 32 seconds East, along the west line of said Lot 7, a distance of 103.06 feet to a one-half inch iron rod set for corner;

THENCE North 89 degrees 56 minutes 11 seconds West, a distance of 558.52 feet to a one inch iron rod set for corner at the easterly right-of-way line of said Communications Parkway, and being in a non-tangent curve to the right having a central angle of 28 degrees 11 minutes 57 seconds, a radius of 785.00 feet, a tangent of 180.68 feet, and whose chord bears North 04 degrees 04 minutes 17 seconds West, 367.34 feet;

THENCE northwesterly along the easterly right-of-way line of said Communications Parkway and along the said curve, an arc distance of 351.27 feet to a one-half inch iron rod found for corner and being the end of said curve;

THENCE North 10 degrees 01 minutes 33 seconds East, continuing along the easterly right-of-way line of said Communications Parkway, a distance of 21.02 feet to the POINT OF BEGINNING and containing 233.797 square feet or 5.3672 acres of land.

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

ENGINEER
BANNISTER
ENGINEERING
207 West 20th Street, Suite 200
Plano, Texas 75075
Tel: 972.753.4654
www.bannister-engineering.com

PROPERTY OWNER
PLANO SHIP REALTY, LLC
CONTACT: DEREK WEINER, P.E.
1550 WATERS RIDGE DRIVE
LEWISVILLE, TEXAS 75057
PH: (972) 753-4654
dweiner@sg-development.com

ZONING EXHIBIT
FOR
ZONING CASE # 2010-21
5.3672 ACRES
OUT OF THE JOHN MOUNTS
SURVEY, ABSTRACT NO. 610
ROBERT LUDDINGTON SURVEY,
ABSTRACT NO. 548

LOCATED IN THE
CITY OF PLANO,
COLLIN COUNTY, TEXAS
DECEMBER 8, 2010



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|--|----------------------------------|-------------------------|--|-------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 01/24/11 | | |
| Department: | | Finance | | |
| Department Head | | Denise Tacke | | |
| Agenda Coordinator (include phone #): Katherine Crumbley - 7479 | | | | |
| CAPTION | | | | |
| A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and VuCOMP, Inc., a Delaware corporation; authorizing its execution by the City Manager or his authorized designee; and providing an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2011 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 12,179,503 | 0 | 12,179,503 |
| Encumbered/Expended Amount | 0 | -566,500 | -5,080,000 | -5,646,500 |
| This Item | 0 | | -57,500 | -57,500 |
| BALANCE | 0 | 11,613,003 | -5,137,500 | 6,475,503 |
| FUND(S): ECONOMIC DEVELOPMENT FUND | | | | |
| COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of strong local economy | | | | |
| SUMMARY OF ITEM | | | | |
| A request from VuCOMP, Inc. for an Economic Development Incentive to relocate its business and commercial activities to the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. VuCOMP agrees to occupy not less than 12,500 sq. ft of commercial space and retain, transfer or create 14 jobs on or before 5/31/11. VuCOMP must also create an additional 32 jobs on or before 12/31/14. | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Economic Development Incentive Agreement | | | | |

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and VuCOMP, Inc., a Delaware corporation; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Economic Development Incentive Agreement by and between the City of Plano, Texas and VuCOMP, Inc., a Delaware corporation, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager, or his authorized designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED this 24th day of January, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and VuCOMP, Inc., a Delaware corporation, (“Company”) acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of computer aided diagnostic detection services and plans to add \$275,000.00 of real property improvements and \$250,000.00 of business personalty at 2500 North Dallas Parkway, Suite 500 in Plano, Texas;

WHEREAS, Company agrees to occupy 12,500 commercial square feet of “Property” in Plano and add up to 46 employees to be located on the Property for the term of this Agreement; and

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

WHEREAS, the Council finds that the occupancy of 12,500 square feet of Property, and the retention, creation or transfer of up to 46 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

WHEREAS, this agreement supersedes the Agreement between the parties approved by the City of Plano City Council on April 26, 2010, which Agreement is rescinded by the City of Plano City Council on January 24, 2011 for which Company is in agreement.

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

Article I Definitions

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

“Commencement Date” shall mean the earlier of the date of occupancy of the Property by the Company or May 31, 2011, whichever occurs first.

“Company” shall mean VuCOMP, Inc.

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

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

“Job Equivalent” shall mean one or more Company employees, whether individual or combined with other employees, who are located at the Property and each Job Equivalent is paid a total 2080 hours annually and issued an Internal Revenue Service W-2 form by the Company.

“Property” shall mean 2500 North Dallas Parkway, Suite 500, Plano, Texas 75093.

Article II Term

The term of this Agreement shall begin on the Commencement Date and continue until June 1, 2017, unless sooner terminated as provided herein.

Article III Obligations of Company

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

- (a) On or before May 31, 2011, occupy not less than 12,500 square feet of commercial space on the Property throughout the term of the Agreement;

- (b) Retain, create or transfer at least 14 Job Equivalents to the Property by May 31, 2011 and maintain those Job Equivalents on the Property throughout the Agreement;
- (c) Create an additional total of 32 Job Equivalents on or before December 31, 2014 and maintain those Job Equivalents on the Property throughout the Agreement. The specific schedule for the Job Equivalents is set out in 4.02; and,
- (d) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant up to Fifty Seven Thousand Five Hundred Dollars (\$57,500.00) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in 4.02 below.

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

(a)(i) By May 31, 2011, Company must have 14 Job equivalents on the Property. Company must submit the Initial Certification form attached hereto as Exhibit "A" not later than August 31, 2011. The Initial Certification shall verify compliance with the initial transfer of 14 jobs and occupancy of the Property as required in Article III (a) and (b) above. A failure to provide the Initial Certification form by August 31, 2011 is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant. The certification reporting requirement in this section does not alleviate any certification reporting requirements contained in (a)(ii) or (a)(iii) above.

(a)(ii) On or before the 31st day of January 2012 and on the 31st day of January each calendar year thereafter during the term of this Agreement, Company, or their successors or assigns, must provide annual certification on the form attached hereto as "Exhibit "B" to confirm that Company is occupying the property and maintaining the required jobs as required in Article III above. A failure to provide this form on any due date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant. The certification reporting requirement in this section does not alleviate any certification reporting requirements contained in (a)(i) or (a)(iii) above.

(a)(iii) Company must add an additional 32 Job Equivalents on the Property by December 31, 2014. Company must submit an Additional Job Equivalent Compliance Certification form attached hereto as "Exhibit "C" verifying compliance with the creation of an additional 32 jobs and the retention of the initial 14 jobs for a verification of a total of 46 Job Equivalencies and the

continued occupancy of the Property as set out in Article III (a), (b) and (c) above. The completed Certification form attached hereto as Exhibit "C" must be filed with the City not later than March 31, 2015 to be eligible to receive the grant payment of **Fifty Seven Thousand Five Hundred Dollars (\$57,500.00)**. A failure to provide the Additional Job Equivalent Compliance Certification Form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant. The certification reporting requirement in this section does not alleviate any certification reporting requirements contained in (a)(i) or (a)(ii) above.

City will make payment within thirty (30) days after receipt of the Additional Job Equivalent Compliance Certification required by Section 4.02 (a)(iii) above or January 31, 2015, whichever date occurs later, unless the City reasonably objects to the certification or an event of default has occurred and not been cured pursuant to Section 4.03 below. In no event will the grant payment be paid earlier than January 31, 2015.

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

4.03 **Default**

(a) If the Company fails to meet the initial Job Equivalency requirement or, thereafter, maintain the required number of Job Equivalents for more than 180 consecutive days for the remainder of the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall forfeit the entire grant amount.

(b) A default shall occur if the Company fails to provide any certification required by this Agreement. Failure by the Company to provide any certification required under this Agreement within thirty (30) days written notice of a default from the City shall result in a forfeiture of the entire grant amount by Company.

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

Article V Termination

5.01 This Agreement terminates upon any one or more of the following:

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

(b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided in writing.

(c) A termination shall result in a complete forfeiture of grant money by Company and cease any obligation on the part of the City to pay any grant monies to Company.

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

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

Article VI Retention and Accessibility of Records

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of: (1) Five [5] years from the end of the Agreement period; or (2) the period required by other applicable laws and regulations.

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

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

Article VII Assignment

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

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

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

Article VIII Miscellaneous

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

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

8.02 **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. Furthermore, The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement and any certifications on behalf of the parties hereto.

8.03 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other

address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

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

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

If intended for the Company:
VuCOMP, Inc.
Attn: Sharon Seago
Title: Chief Financial Officer
1231 West Campbell Road
Richardson, Texas 75080

With cc to: General Counsel

8.04 **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. Company agrees that this Agreement supersedes in its entirety the Agreement between the parties approved by the City of Plano City Council on April 26, 2010, which Agreement was rescinded by the City of Plano City Council on January 24, 2011. Company agrees to the any prior Agreements between the parties being rescinded and nullified.

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

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

8.07 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the

intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

8.10 **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.

EXECUTED on this _____ day of _____, 20__.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

Diane Zucco, CITY SECRETARY

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

VuCOMP, INC. a Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

I hereby certify that VuCOMP, Inc. has occupied not less than 12,500 square feet of commercial space on the Property and has retained, transferred or added 14 Job Equivalent positions to the Property by May, 31 2011, and is in compliance with the Agreement.

ATTEST:

VuCOMP, Inc., a Texas corporation

By: _____

Name: _____

Title: Chief Financial Officer

Date

This Certification is due by August 31, 2011.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

I hereby certify that VuCOMP, Inc. is in compliance with all terms and conditions of the Agreement and:

- a. I further certify that VuCOMP, Inc. has retained 14 Job Equivalents at the Property for the reporting period and continues to occupy not less than 12,500 square feet of commercial space at the Property, and is in compliance with all terms of the Agreement.
- b. The number of actual Job Equivalents is below the number required to be maintained pursuant the Agreement, the actual number of Job Equivalent is _____ and the grant is forfeited.

ATTEST:

VuCOMP, Inc., a Delaware corporation

By: _____
Name: _____
Title: Chief Financial Officer

Date

This form is due by January 31, 2012 and on the 31st day of January each year thereafter during the term of the Agreement.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "C"

ADDITIONAL JOB EQUIVALENT COMPLIANCE CERTIFICATION

I hereby certify that VuCOMP, Inc. is in compliance with all terms and conditions of the Agreement and:

- a. I further certify that VuCOMP, Inc. has retained, transferred or added 46 total new Job Equivalents to the Property by December 31, 2014, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 (a)(iii). I understand that in no event will any grant payments be made before January 31, 2015 and payment is subject to the terms of the written agreement between the parties ; or,
- b. The number of actual Job Equivalents is below the number required to be maintained pursuant the Agreement, the actual number of Job Equivalent is _____ and I certify that Company has forfeited the grant money pursuant to the Agreement.

ATTEST:

VuComp, Inc., a Delaware corporation

By: _____

Name: _____

Title: Chief Financial Officer

Date

This form is due by March 31, 2015.

This Certificate of Compliance should be mailed to:

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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|---|----------------------------------|-------------------------|--|--------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 01/24/11 | | |
| Department: | | Finance | | |
| Department Head | | Denise Tacke | | |
| Agenda Coordinator (include phone #): Katherine Crumbley - x7479 | | | | |
| CAPTION | | | | |
| <p>An Ordinance providing for the issuance and sale of City of Plano, Texas, General Obligation Bonds, Series 2011; levying a tax in payment thereof; awarding the sale thereof; approving the Official Statement; and enacting other provisions relating thereto</p> | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| 10-11 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| FISCAL YEAR: | | | | |
| Budget | 0 | 28,545,000* | 0 | 28,545,000* |
| Encumbered/Expended Amount | | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 28,545,000* | 0 | 28,545,000* |
| FUND(S): | | | | |
| COMMENTS: | | | | |
| SUMMARY OF ITEM | | | | |
| <p>Proceeds from the sale of the Bonds will be used for (i) various permanent public improvements and public purposes, including a recreation center, equipment, and street improvements, and (ii) payment of professional services of attorneys, financial advisors and other professionals in connection with the projects and the issuance of the Bonds.</p> <p>* Preliminary, subject to change</p> | | | | |
| List of Supporting Documents: Bond Ordinance | | | Other Departments, Boards, Commissions or Agencies | |

BOND ORDINANCE

CITY OF PLANO, TEXAS
GENERAL OBLIGATION BONDS
SERIES 2011

Adopted January 24, 2011

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AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF PLANO, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2011; LEVYING A TAX IN PAYMENT THEREOF; AWARDING THE SALE THEREOF; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the bonds hereinafter authorized were duly and favorably voted, as required by the Constitution and laws of the State of Texas, at elections held in the City of Plano, Texas (the "City"), on May 7, 2005 and May 9, 2009; and

WHEREAS, at said elections and an election held on May 2, 1998, the following are among the purposes and amounts of the bonds which were authorized, reflecting any amount previously issued pursuant to each voted authorization, the amount therefrom being issued pursuant to this ordinance (this "Ordinance"), and the balance that remains unissued after the issuance of the bonds herein authorized, to wit:

| <u>Purpose</u> | <u>Amount Voted</u> | <u>Amount Previously Issued</u> | <u>Amount Being Issued</u> | <u>Unissued Balance</u> |
|-------------------------|-------------------------|-------------------------------------|---------------------------------|-----------------------------|
| <u>1998 Election</u> | | | | |
| Creative and Performing | | | | |
| Arts Facilities | \$ 19,402,000 | \$ 5,210,000 | \$ -0- | \$ 14,192,000 |
| 1998 Subtotal | <u>\$ 19,402,000</u> | <u>\$ 5,210,000</u> | <u>\$ -0-</u> | <u>\$ 14,192,000</u> |
| <u>2005 Election</u> | | | | |
| Parks & Recreation | | | | |
| Facilities | \$ 57,775,000 | \$ 45,520,000 | \$ 10,275,000 | \$ 1,980,000 |
| Recreation Center | \$ 6,600,000 | \$ 6,600,000 | \$ -0- | \$ -0- |
| Street Improvements | \$ 55,372,000 | \$ 48,772,000 | \$ 6,600,000 | \$ -0- |
| 2005 Subtotal | <u>\$119,747,000</u> | <u>\$ 100,892,000</u> | <u>\$ 16,875,000</u> | <u>\$ 1,980,000</u> |
| <u>2009 Election</u> | | | | |
| Technology | \$ 8,000,000 | \$ 1,000,000 | \$ -0- | \$ 7,000,000 |
| Street Improvements | \$ 34,754,500 | \$ -0- | \$ 2,500,000 | \$ 32,254,500 |
| Library Improvements | \$ 1,750,000 | \$ -0- | \$ -0- | \$ 1,750,000 |
| Parks & Recreation | | | | |
| Facilities | \$ 48,650,000 | \$ -0- | \$ -0- | \$ 48,650,000 |
| Recreation Centers | \$ 24,100,000 | \$ 490,000 | \$ 1,500,000 | \$ 22,110,000 |
| Public Safety | \$ 11,368,000 | \$ -0- | \$ 525,000 | \$ 10,843,000 |
| 2009 Subtotal | <u>\$128,622,500</u> | <u>\$ 1,490,000</u> | <u>\$ 4,525,000</u> | <u>\$122,607,500</u> |
| Total | <u>\$267,771,500</u> | <u>\$107,592,000¹</u> | <u>\$21,400,000²</u> | <u>\$138,779,500</u> |

¹ Includes premium received with respect to general obligation bonds previously issued by the City allocated on a pro rata basis among all projects for which such bonds were issued.

² Includes a portion of the premium received with respect to the Bonds in the amount of \$_____.

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of its bonds in a single series at this time; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Bond” means any of the Bonds.

“Bond Date” means the date designated as the date of the Bonds by Section 3.02(a) of this Ordinance.

“Bonds” means the City’s bonds authorized to be issued by Section 3.01 of this Ordinance and designated as “City of Plano, Texas, General Obligation Bonds, Series 2011.”

“Business Day” means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are generally authorized or obligated by law or executive order to close.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Dallas, Texas, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System.

“Event of Default” means any event of default as defined in Section 10.01 of this Ordinance.

“Initial Bond” means the Initial Bond authorized by Section 3.04(d) of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.02 of this Ordinance.

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 1 and September 1, commencing September 1, 2011.

“Letter of Representations” means the Blanket Letter of Representations between the City and DTC.

“MSRB” means the Municipal Securities Rulemaking Board.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, National Association, or any successor thereto as provided in this Ordinance.

“Record Date” means the fifteenth day of the month next preceding an Interest Payment Date.

“Register” means the bond register specified in Section 3.06(a) of this Ordinance.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on Bonds as the same become due and payable and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never

be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) If the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars' valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Ordinance.

(d) If the lien and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Bonds, there shall be subtracted the amount of any Bonds that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account, to be designated the “City of Plano, Texas, General Obligation Bonds, Series 2011, Interest and Sinking Fund.”

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE BONDS

Section 3.01. Authorization.

The City’s bonds to be designated “City of Plano, Texas, General Obligation Bonds, Series 2011,” are hereby authorized to be issued and delivered in accordance with Chapter 1331, Texas Government Code, as amended, and Section 9.22 of the Charter of the City. The Bonds shall be issued in the aggregate principal amount of \$_____ to pay the costs of issuing the Bonds and to make the following permanent public improvements authorized in the following amounts: from the 2005 authorization (i) \$10,275,000 for renovating, constructing, developing, improving, expanding, equipping, and acquiring land needed rights-of-way for parks and recreation facilities; and (ii) \$6,600,000 for developing, engineering, constructing, reconstructing, improving, repairing, extending, expanding and enhancing streets, thoroughfares, alleys, sidewalks, bridges, intersections, and other public ways, including participation in joint projects with federal, state and local public entities and agencies, computerized signalization and monitoring equipment and other traffic controls, grade separations, street lighting, noise abatements, necessary and related storm drainage facilities and improvements, and the acquisition of any needed rights-of-way therefor; and from the 2009 authorization (iii) \$2,500,000 for developing, engineering, constructing, reconstructing, improving, repairing, extending, expanding and enhancing streets, thoroughfares, alleys, sidewalks, bridges, intersections, and other public ways, including participation in joint projects with federal, state and local public entities and agencies, computerized signalization and monitoring equipment and other traffic controls, grade separations, street lighting, noise abatements, necessary and related storm drainage facilities and improvements, and the acquisition of any needed rights-of-way therefor; (iv) \$1,500,000 for improving, renovating, expanding, furnishing and equipping recreation centers; and (v) \$525,000 for public safety improvements including constructing, purchasing, improving, expanding, renovating, reconfiguring and equipping fire stations, including purchasing fire fighting vehicles and equipment (collectively, the “Project”).

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated January 15, 2011. The Bonds shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on September 1 in the years and in the principal amounts set forth in the following schedule:

Serial Bonds

| <u>Years</u> | <u>Principal Amount</u> | <u>Interest Rates</u> | <u>Years</u> | <u>Principal Amount</u> | <u>Interest Rates</u> |
|--------------|-------------------------|-----------------------|--------------|-------------------------|-----------------------|
| 2012 | | | 2022 | | |
| 2013 | | | 2023 | | |
| 2014 | | | 2024 | | |
| 2015 | | | 2025 | | |
| 2016 | | | 2026 | | |
| 2017 | | | 2027 | | |
| 2018 | | | 2028 | | |
| 2019 | | | 2029 | | |
| 2020 | | | 2030 | | |
| 2021 | | | 2031 | | |

Term Bonds

| <u>Year</u> | <u>Principal Amount</u> | <u>Interest Rate</u> |
|-------------|-------------------------|----------------------|
|-------------|-------------------------|----------------------|

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall

be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each Owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest on each Bond shall be paid to each Owner by (i) check dated as of the Interest Payment Date, and sent on or before the Interest Payment Date by first-class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or (ii) by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid at the risk and expense of such Owner.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before

the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one initial Bond (the "Initial Bond") representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, manually signed by the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except interest will be paid to the person in whose name such bond is registered on the Record Date or Special Record Date, as applicable), whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, within 45 calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the Securities Exchange Act of 1934.

Section 3.08. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; then, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10. Book-Entry Only System.

(a) The definitive Bonds shall be initially issued in the form of a separate typewritten fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of such Bonds shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of all matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys or representatives duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Letter of Representations previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representations of the City to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the Issuer or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Letter of Representations.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The City reserves the option to redeem Bonds maturing on and after September 1, 2021, in whole or in part in principal amounts of \$5,000 or any multiple thereof, before their respective scheduled maturity dates, on March 1, 2021, or on any date thereafter, such redemption date or dates to be fixed by the City, at a price equal to at a price equal to the principal amount of the Bonds called for redemption plus accrued interest to the date fixed for redemption.

(b) If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03. Mandatory Sinking Fund Redemption.

(a) The Bonds maturing in each of the years [] through [], inclusive (the "Term Bonds") are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on September 1 in the years and in the respective principal amounts as set forth in the following schedule:

Term Bonds Maturing September 1, []

| Redemption Date (September 1) | Principal Amount |
|----------------------------------|---------------------|
|----------------------------------|---------------------|

Term Bonds Maturing September 1, []

| Redemption Date (September 1) | Principal Amount |
|----------------------------------|---------------------|
|----------------------------------|---------------------|

Term Bonds Maturing September 1, []

| Redemption Date (September 1) | Principal Amount |
|----------------------------------|---------------------|
|----------------------------------|---------------------|

(b) At least thirty (30) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking

fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption.

(a) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed by first-class United States mail, postage prepaid to the address of each Owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional

redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance and subject to any conditions or rights reserved by the City under Section 4.05(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the City.

Section 4.08. Lapse of Payment.

Money set aside for the redemption of Bonds and remaining unclaimed by the Holders of such Bonds shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

The Bank of New York Mellon Trust Company, National Association is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor shall be attested by the City Secretary of the City.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City, upon not less than 60 days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first-class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally.

(a) The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association (“CUSIP Numbers”)) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Bonds.

The form of the Bond, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) Form of Bonds.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas

CITY OF PLANO, TEXAS
GENERAL OBLIGATION BONDS
SERIES 2011

INTEREST RATE: MATURITY DATE: BOND DATE: CUSIP NUMBER:
_____ % September 1, _____ January 15, 2011 _____

The City of Plano, Texas (the "City"), in the Counties of Collin and Denton, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360 day year of twelve 30 day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing September 1, 2011.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the designated office in Dallas, Texas, of The Bank of New York Mellon Trust Company, National Association, as Paying Agent/Registrar (the "Designated Payment/Transfer Office"), or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond shall be paid either by (i) check dated as of the interest payment date, and sent on or before the interest payment date by first-class United States mail, postage prepaid, by the Paying Agent/Registrar to the registered owner at the address of such owner as appears in the registration books of the Paying Agent/Registrar or (ii) such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid, provided that the registered owner shall bear all risk and expense of such interest payment method. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of

business on the “Record Date,” which shall be the fifteenth day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each owner of a Bond appearing in the registration books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$_____,000 (herein referred to as the “Bonds”), issued pursuant to this ordinance (the “Ordinance”) for the purpose of providing funds to make certain permanent public improvements and to pay the costs of issuing the Bonds.

The City has reserved the option to redeem Bonds maturing on and after September 1, 2021, in whole or in part in principal amounts of \$5,000 or any multiple thereof, before their respective scheduled maturity dates, on March 1, 2021, or on any date thereafter, such redemption date or dates to be fixed by the City, at a price equal to the principal amount of the Bonds called for redemption plus accrued interest to the date fixed for redemption.

If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

The Bonds stated to mature in each of the years [__] through [__], inclusive (the “Term Bonds”) are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on September 1 in the years and in the respective principal amounts as set forth in the following schedule:

Term Bonds Maturing September 1, []

| Redemption Date (<u>September 1</u>) | Principal <u>Amount</u> |
|---|----------------------------|
|---|----------------------------|

Term Bonds Maturing September 1, []

| Redemption Date (<u>September 1</u>) | Principal <u>Amount</u> |
|---|----------------------------|
|---|----------------------------|

Term Bonds Maturing September 1, []

| Redemption Date (<u>September 1</u>) | Principal <u>Amount</u> |
|---|----------------------------|
|---|----------------------------|

At least thirty (30) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed and shall call such Term Bonds for redemption on such scheduled mandatory redemption date.

The principal amount of the Term Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to an optional redemption and not previously credited to a mandatory sinking fund redemption.

The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice, not less than 30 days before the date fixed for redemption, to the registered owner of each Bond or portion thereof to be redeemed by first-class United States mail, postage prepaid, at the address shown on the Register. In the Ordinance, the City reserves the right in the case of an optional redemption to give notice of its election or direction to redeem Bonds conditioned upon

the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; then, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law and has been authorized by a vote of the properly qualified electors of the City; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Bonds, within the limit prescribed by law.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

City Secretary
City of Plano, Texas

Mayor
City of Plano, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such Certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Plano, Texas, and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts of
the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within mentioned Ordinance.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, NATIONAL
ASSOCIATION, as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signature

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and the words "CUSIP NUMBER:" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

Years Principal Installments Interest Rates

(Information to be inserted from schedule in Section 3.02 of this Ordinance).

(iii) the Initial Bond shall be numbered T-1.

Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such

numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP Numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP Numbers incorrectly printed on the Bonds.

Section 6.04. Legal Opinion.

The approving legal opinions of Vinson & Elkins L.L.P., Dallas, Texas, Bond Counsel, may be printed on the reverse side of or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement.

(a) The Bonds, having been duly advertised for public sale and a bid or bids received pursuant thereto, are hereby officially sold and awarded to [] (the "Purchaser"), having submitted the bid which produced the lowest true interest cost to the City for a purchase price equal to the principal amount thereof, plus a premium of \$[], plus accrued interest thereon to the date of initial delivery. The Bonds shall initially be registered in the name of the Purchaser or its designee.

(b) The form and substance of the Preliminary Official Statement for the Bonds, and any addenda, supplement or amendment thereto, and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted and the Preliminary Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Mayor and City Secretary of the City are each hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof to the Purchaser. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor of the City and the Purchaser, may be used by the Purchaser in the public offering and sale thereof. The City Secretary of the City is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Bonds by the Purchaser is hereby ratified, approved and confirmed.

(c) All officers of the City are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the provisions and terms of sale therefor. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government

Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bonds or (ii) \$9,500).

Section 7.02. Control and Delivery of Bonds.

(a) The Mayor of the City is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.03. Deposit of Proceeds.

(a) All amounts received on the Closing Date as accrued interest on the Bonds from the Bond Date to the Closing Date, shall be deposited to the Interest and Sinking Fund.

(b) \$ [___] of the proceeds of the Bonds shall be deposited to a special construction fund and shall be used to pay the costs of the Project.

(c) Premium in the amount of \$[___] shall be used to pay the costs of issuing the Bonds.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance and the special construction fund for the Project, at the option of the City, may be invested in such securities or obligations as permitted under applicable law. The City's Director of Finance, and any other officer of the City authorized to make investments on behalf of the City, are hereby authorized and directed to execute and deliver, on behalf of the City, any and all investment agreements, guaranteed investment contracts or repurchase agreements in connection with the investment of moneys on deposit in the Interest and Sinking Fund and the special construction fund for the Project, but only to the extent such investment agreements, guaranteed investment contracts or repurchase agreements are authorized investments under applicable law.

(b) Any securities or obligations in which money in either the Interest and Sinking Fund or the special construction fund for the Project is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such fund. Earnings derived from investment of the Escrow Fund shall be credited to such fund.

(b) Interest and income derived from the investment of funds deposited pursuant to Section 7.03(c) hereof shall be credited to the fund or account where deposited until completion of the Project; thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Bonds as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the City will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Federal Income Tax Exclusion. (a) The City intends that the interest on the Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations promulgated thereunder (the "Regulations"). The City covenants and agrees not to take any action, or knowingly omit to take any action within its

control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the City covenants and agrees to comply with each requirement of this Section 9.03; provided, however, that the City shall not be required to comply with any particular requirement of this Section 9.03 if the City has received an opinion of nationally recognized bond counsel (“Counsel’s Opinion”) that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the City has received a Counsel’s Opinion to the effect that compliance with some other requirement set forth in this Section 9.03 will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel’s Opinion shall constitute compliance with the corresponding requirement specified in this Section 9.03.

(b) No Private Use or Payment and No Private Loan Financing. The City shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “private activity bonds” within the meaning of section 141 of the Code and the Regulations. The City covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code and the Regulations.

(c) No Federal Guaranty. The City covenants and agrees that it has not and will not take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

(d) Bonds are not Hedge Bonds. The City covenants and agrees not to take any action, or knowingly omit to take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations.

(e) No Arbitrage. The City shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the City will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations. Moreover, the City covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations.

(f) Arbitrage Rebate. If the City does not qualify for an exception to the requirements of Section 148(f) of the Code, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys which do not represent gross proceeds of any bonds of the City, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

(h) Record Retention. The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until six years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

(i) Registration. The Bonds will be issued in registered form.

(j) Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City’s obligations under the covenants and provisions of this Section 9.03 shall survive the defeasance and discharge of the Bonds.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge.

The Bonds may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.

(a) The City shall provide annually to the MSRB, within six (6) months after the end of each fiscal year, financial information and operating data with respect to the City of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided and (iii) submitted through EMMA, in an electronic format with accompany identifying information, as prescribed by the MSRB. If the audit of such financial statements is not complete within such period, then the City shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable fiscal year to the MSRB. The City shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if audited financial statements become available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB of filed with the SEC.

Section 12.02. Material Event Notices.

(a) The City shall notify the MSRB, in a timely manner not in excess of ten (10) Business Days after the occurrence of an event, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults;

- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
 - (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (v) substitution of credit or liquidity providers, or their failure to perform;
 - (vi) adverse tax opinions or events affecting the tax exempt status of the Bonds;
 - (vii) modifications to rights of Owners;
 - (viii) redemption calls;
 - (ix) defeasances;
 - (x) release, substitution, or sale of property securing repayment of the Bonds;
- and
- (xi) rating changes.
 - (xii) Bankruptcy, insolvency, receivership or similar event of the City;
 - (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
 - (xiv) Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

The City will provide notice of such events to the MSRB in an electronic format and accompanied by identifying information, as prescribed by the MSRB.

(b) As used in clause (xii) above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if jurisdiction has been assumed by leaving the City Council and official or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(c) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

Section 12.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any Bond calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (B) an entity or

individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

ARTICLE XIII

AMENDMENTS; ATTORNEY GENERAL MODIFICATION

Section 13.01. Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains outstanding except as permitted in this Section and Section 12.03(e). The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Bonds holding a majority in aggregate principal amount of the Bonds then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

Section 13.02. Attorney General Modification.

In order to obtain the approval of the Bonds by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Bonds and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary of the City and the City Secretary of the City shall insert such changes into this Ordinance as if approved on the date hereof.

FINALLY PASSED, APPROVED AND EFFECTIVE this January 24, 2011.

Mayor, City of Plano

ATTEST:

City Secretary
City of Plano, Texas

Signature Page to Ordinance

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as Appendix A, but for the most recently concluded fiscal year.
2. Statistical and financial data set forth in Tables numbered 1 through 6 and 8 through 14, each inclusive.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

Exhibit A