

CITY COUNCIL

1520 AVENUE K



DATE: 4/28/2014
CALL TO ORDER: 7:00 p.m.
INVOCATION:
PLEDGE OF ALLEGIANCE: Plano Police Explorer Post 911

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</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> PRESENTATION: The Plano Building Inspections Department has successfully completed the Re-Accreditation process</p> <p><u>OATHS OF OFFICE</u> <u>Plano Housing Authority</u> Frederick Bemenderfer</p> <p><u>CERTIFICATES OF APPRECIATION</u> <u>Cultural Affairs Commission</u> Vicki Cravens</p> <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>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<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></p> <p>(a) April 5, 2014 April 14, 2014</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) CSP No. 2014-116-B for the purchase of an Animal Services Multi-Purpose Trailer from Deerskin Manufacturing, Inc. in the amount of \$168,000 and authorizing the City Manager to execute all necessary documents.</p> <p>(c) Bid No. 2014-154-C for a one (1) year contract with three (3) optional one year renewals for Annual Supply of Herbicides, Insecticides and Miscellaneous Chemicals for the Parks and Recreation Department to Winfield Solutions, Helena Chemical Company, Howard Fertilizer and Chemical, Agrium Advanced Technologies, Red River Specialties, Inc. and John Deere Landscapes in the total estimated annual amount of \$200,179 and authorizing the City Manager to execute all necessary documents.</p> <p>(d) Bid No. 2014-150-B for the Dog Park Renovation at Jack Carter Park to North Rock Construction, LLC in the amount of \$496,133 and authorizing the City Manager to execute all necessary documents.</p> <p><u>Approval of Contract Modification</u></p> <p>(e) To approve and authorize the First Modification to the Interlocal Cooperation Agreement, by and between the City of Plano, Texas, the City of Allen, Texas, and the City of The Colony, Texas, modifying Paragraph 3.01 of the existing agreement to add three (3) additional Talkgroups to the PAWM system; authorizing its execution by the City Manager; and providing an effective date.</p> <p><u>Approval of Change Order</u></p> <p>(f) To Jim Bowman Construction Company, L.P., increasing the contract by \$132,237 for the 2011-12 Residential Concrete Pavement Rehab, Zone J3, Project No. 6229, Change Order No. 2, Bid No. 2013-40-B.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Approval of Expenditure</p> <p>(g) To approve the purchase of software support and maintenance services for CommandPoint Record Management System (RMS) and the Automated Field Reporting (AFR) from Northrop Grumman Systems Corporation, the sole source provider, in the five year total amount of \$1,617,517 and authorizing the City Manager to execute all necessary documents.</p>	
	<p>Adoption of Resolutions</p>	
	<p>(h) To repeal Resolution No. 2010-3-10(R) which adopted the City of Plano Water Management Plan; adopting a new Water Management Plan for the City of Plano, Texas, to promote responsible use of water and to provide for best management practices resulting in on-going, long term water savings; authorizing its execution by the City Manager; and providing an effective date.</p>	
	<p>(i) To authorize The Great Update Rebate program related to housing improvement financial incentives; and providing an effective date.</p>	
	<p>(j) To certify funding and support for the 2014 Transportation Alternatives Program with the North Central Texas Council of Governments and the Texas Department of Transportation; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the North Central Texas Council of Governments and the Texas Department of Transportation for the purpose of participating in the 2014 Transportation Alternatives Program; and providing an effective date.</p>	
	<p>(k) To approve the terms and conditions of a Public Right-of-Way Use Agreement by and between the City of Plano, Texas, and Tollway-121 Partners, Ltd, ("Company") a Texas limited partnership, duly organized and existing under the laws of the State of Texas; authorizing its execution by the City Manager; and providing an effective date.</p>	
	<p>(l) To approve the terms and conditions of an Agreement by, between, and among the City of Plano, Texas, the City of Allen, Texas, and the City of The Colony, Texas, acting by and through their respective duly authorized officials, for the purpose of providing and procuring dispatch center support resources, personnel, and equipment in accordance with the terms and conditions of the Agreement; authorizing its execution by the City Manager; and providing an effective date.</p>	
	<p>Adoption of Ordinances</p>	
	<p>(m) To amend Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Corporate Drive, International Parkway, Mapleshade Lane, and Midway 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 penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(n)	<p>To amend Sections 21-53 through 21-60.2 of Article II, Division 4, Drought and Emergency Response Plan, of Chapter 21, Utilities of the Code of Ordinances of the City of Plano to identify the authority of the City to declare drought and emergency stages and applicable requirements, correct errors and inconsistencies, and providing a penalty clause, a savings clause, a severability clause, a repealer clause, a publication clause and an effective date.</p>	
(o)	<p>To authorize the issuance of "City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2014," specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; providing for the redemption of certain outstanding obligations of the City; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement and an Escrow Agreement and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date.</p> <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)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-02 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-20-Mixed-Use on 135.3± acres of land located at the northeast corner of Preston Road and Rasor Boulevard, in the City of Plano, Collin County, Texas, to modify the development standards related to Multifamily Residence; 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: Catalyt Urban Development</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(2)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-06 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 647 so as to allow the additional use of Automobile Leasing/Renting on 0.1± acre of land located 205± feet north of Granite Parkway and 517± feet east of the Dallas North Tollway, in the City of Plano, Collin County, Texas, presently zoned Central Business-1; 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: Enterprise Holdings</p>	
(3)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-07 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 648 so as to allow the additional use of Automobile Leasing/Renting on 0.1± acre of land located 165± feet south of State Highway 121, and 510± feet west of Granite Parkway, in the City of Plano, Collin County, Texas, presently zoned Central Business-1; 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: Enterprise Holdings</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</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:		04/28/2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PRESENTATION: The Plano Building Inspections Department has successfully completed the Re-Accreditation process.				
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 RETREAT
April 5, 2014

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem (arrived at 8:12 a.m.)
Pat Miner
André Davidson
Patrick Gallagher

COUNCIL MEMBERS ABSENT

Jim Duggan
David Downs

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Jim Parrish, Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

FACILITATORS PRESENT

Ron Holifield, Strategic Government Resources
Dr. Mike Mowery, Strategic Government Resources

Mayor LaRosiliere convened the Council into the City Council Retreat on Saturday, April 5, 2014, at 8:02 a.m., in Training Room A of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Discussion, Direction and Action Regarding Review of City of Plano Vision, Mission, Strategic Plan, Goals and Core Businesses, including Council Governance, Roles and Responsibilities. Council may discuss and provide direction and action on the FY 2013/2014 and FY 2014/2015 Budget and Core Business Services.

Mayor LaRosiliere presented his vision for the City for the next decade and asked the Council to think about what “The City of Excellence” means. He requested the Council to think about how to keep in step with future goals of the City while maintaining financial excellence, recruiting new development and encouraging reinvestment, and keeping up with infrastructure requirements. Mayor LaRosiliere spoke to emerging trends and how to plan for the needs of future generations.

Mr. Ron Holifield of Strategic Government Resources outlined the agenda for the day beginning with a discussion, review of the Input Output Processing Template (IOPT) results on how the Council processes information, a live action polarity assessment - a self-assessment on how the Council works together as a team, and finish with a vision and goal discussion. He stated the Council would need to determine if it was a political body or a governing body. Mr. Holifield

asked the Council to consider what it would take to reach the goals set out in the Mayor's presentation regarding financial excellence and how to build capital reserve. Mr. Holifield stated achieving the goals would require increasing revenue or cutting expenses. He added it is not a real goal if one is not prepared to make real decisions. City Manager Glasscock stated reaching an increased capital reserve level, an additional \$3-4 million a year would be required and advised the Council had previously set a goal of 75% of asset replacement value in reserve. Deputy City Manager Turner spoke to using the cash reserves to fund projects instead of debt reliance.

Mr. Holifield discussed sales tax revenues were on target to meet the goal. He spoke to the goal of increased funds available for economic development projects to compete at a higher level. Mayor LaRosiliere stated he would like to have the ability to be creative and to compete at a higher level with the resources to do so. Council Member Davidson stated the items discussed were an increase in revenue or reduction in spending issue and is open to the idea but wanted to know realistically how the Council could meet the goal. Deputy Mayor Pro Tem Harris inquired if there is an opportunity to earmark funds, i.e. increased property tax revenue, for projects. Mayor LaRosiliere spoke to the direction of no increase in revenue and the effect on the goals. Mr. Glasscock stated in the past he has been given direction to present the budget with no tax increase and will do so again unless given other direction. Mr. Holifield explained to the Council that the City Manager has direction from the Council to provide a budget with no tax increase or revenue increase which is in conflict with the goals discussed.

Mayor LaRosiliere stated the Council should be visionary not reactionary and consider the long term viability of the City. Council Member Miner stated this is a critical juncture for the City, be progressive and move forward or become stagnant. Council Member Gallagher spoke to the need to understand consequences of the decisions prior to moving forward. Deputy Mayor Pro Tem Harris stated the goals are right, but there may be multiple paths to achieve them. Council Member Davidson stated the City cannot be more competitive without more money available and the Council needs to be strong. Mr. Holifield reminded the Council every decision is a hard decision.

City Manager Glasscock spoke to the City's ability for growth noting Plano is nearly built out and other cities have more available land and opportunity for growth. He stated future economic development may turn towards retention of businesses rather than bringing in new businesses and the City will need to be in a strong position to compete. The Council took a brief recess at 9:12 a.m. and resumed discussions at 9:19 a.m.

Dr. Mike Mowery from Strategic Government Resources provided background information on the IOPT method explaining the profile types (Reactive Stimulator, Relational Innovator, Logical Processor, and Hypothetical Analyzer) and key traits of each. Mr. Holifield, Dr. Mowery, and the Council discussed their IOPT profiles and how to use the profile information to effectively work together as a team. Dr. Mowery stated the two benefits of this tool are self-awareness and recognition of differences and how they can relate together. He led the Council through the key emotional aspects of each profile type. Dr. Mowery provided each member with a transparency of their profile to allow members to compare and understand how to work with each other. The Council took a brief recess at 10:49 a.m. and resumed discussions at 10:59 a.m.

Dr. Mowery discussed Patrick Lencioni's leadership theory, The Five Dysfunctions of a Team (absence of trust, fear of conflict, lack of commitment, avoidance of accountability, and inattention of results), and how they build upon each other like a pyramid. Mr. Holifield presented an anonymous polarity assessment on governance to determine key factors of the Council

relationships. The Council answered thirty questions related to vision, respect, unity of the Council, processes, and communication. Mr. Holifield and Dr. Mowery calculated the results while the Council took a brief recess at 11:23 a.m. Discussions resumed at 11:35 a.m.

Mr. Holifield discussed the results of the assessment and spoke to how answers to specific questions should raise flags regarding how the Council works together as a team. He stated if the Council is not unified in its decisions it sends mixed messages to staff and citizens. City Manager Glasscock spoke to the need for clearer direction in how the budget should reflect the goals of the Council. Mayor LaRosiliere stated the Council needed to reconcile how we stay the “City of Excellence” without funding the future and the Council should convey a

concise unilateral message to developers. Mr. Holifield added predictability builds trust and inconsistency causes issues for staff trying to implement the goals of the Council. Mayor Pro Tem Smith stated the Council needs to stand as one. The Council took a brief recess at 12:45 p.m. and resumed discussions at 12:50 p.m.

Mr. Holifield addressed the remaining assessment questions leading the Council in discussion. He asked the Council to relay their “big message” from the assessment and discussion. Council responded it needs to clarify its vision and what it means for the future, communication is key, and the path to the vision is different for each person.

Each member of the Council stated their vision and goals for the City. The majority would like to see an increase in funds available for economic development, reinvestment opportunities, and infrastructure improvements. Deputy Mayor Pro Tem Harris and Council Member Gallagher would like to evaluate the current budget to see if additional funds could be allocated to the objectives before considering a tax increase. Mayor Pro Tem Smith and Council Members Miner and Davidson noted the current budget is lean and there is not a lot of room for reduction. Mr. Glasscock stated reductions would require service cuts to reduce the current budget.

Council directed City Manager Glasscock to provide a budget without tax rate increase but include optional decision packages for economic development growth, infrastructure improvements, and reinvestment opportunities. Mayor Pro Tem Harris left the meeting at 2:43 p.m.

Mayor LaRosiliere spoke to the initiatives he supports, Internship Program and Food for Kids Program, and understands how they tie back to the Council and City. The Council discussed the issues and determined in the future, initiatives will be approved by the Council and become Council initiatives, not specific to one member.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 3:10 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
April 14, 2014**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Pat Miner
André Davidson
Jim Duggan
Patrick Gallagher
David Downs

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Jim Parrish, Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary
Alice D. Snyder, Assistant City Secretary

Mayor LaRosiliere called the meeting to order at 5:02 p.m., Monday, April 14, 2014, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere 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; to receive information regarding Economic Development, Section 551.087; and Real Estate, Section 551.072; and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:25 p.m. in the Senator Florence Shapiro Council Chambers.

**Consideration and action resulting from Executive Session discussion
Personnel Appointments/Reappointments –**

Board of Adjustment

Council Member Duggan advised this item will be addressed at the April 28, 2014 Preliminary Open Meeting.

North Texas Municipal Water District Board

Mayor Pro Tem Smith advised this item will be addressed at the April 28, 2014 Preliminary Open Meeting.

Planning and Zoning Commission

Upon a motion made by Council Member Gallagher and seconded by Council Member Duggan, the Council voted 8-0 to appoint Forrest Hicks to the Planning and Zoning Commission as an interim member with a term expiring September 30, 2014.

Personnel Appointments

Plano Housing Authority

Upon a motion by Mayor LaRosiliere and a second by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to appoint Frederick Bemenderfer to the Plano Housing Authority as an interim member with a term expiring September 30, 2014.

Cost of Risk Briefing

Interim Risk Manager Haynes provided an overview of the Risk Management program to the Council. He stated the City, as a self-insured governmental entity, is considered an insurance carrier and is required to comply with all state regulations. He spoke to the responsibilities of the department of handling workers compensation and auto accident claims, working closely with the legal department in resolving law suits, analyzing risk of City facilities, coordinating training, subrogation and recovery for damages to City property by external sources, and acting as risk consultants for departments throughout the city.

Mr. Haynes provided performance measures showing a 31% reduction from last year in lost days and a 32% reduction in injury accident workers compensation claims. He stated the cost of risk for the City of Plano, calculated on a per citizen basis, is \$13.12, well below the external benchmark of \$21.65 and National average of \$28.00 to \$28.50. Mr. Haynes spoke to the City's 2012-2013 worker compensation claim average of \$6,345, below the benchmark of \$9,849 and best practice average of \$7,879, placing Plano in the top 3% in the United States for workers compensation program success.

McCall Plaza Presentation

Deputy City Manager Turner spoke to the history of McCall Plaza and its importance to the downtown area. Director of Parks and Recreation Fortenberry spoke to the renovation project and introduced staff and consultants. Billy Vicec of David C. Baldwin, Inc. and Jeff Bulla of Pro Forma Architecture, Inc. presented the details of the plan to renovate the Plaza. Mr. Vicec spoke to the access points, revised parking including 80 spaces and areas large enough to accommodate food trucks, maximizing open space, and signage designed to be a focal point to welcome visitors downtown. He stated the materials used for the plaza would be bronze, brick and limestone to correlate to the downtown area. Mr. Bulla outlined the plan for the 24' by 32' stage designed to be a flexible space to encourage pedestrian activity and provide a venue for events of all sizes. He spoke to the stage components of a 17' high ceiling with permanent equipment for rigging, the awning designed to create a foliage effect, and the LED back-lit top that could be customized by event. Mr. Bulla stated seating would be provided by existing benches and seat height planter boxes.

Deputy City Manager Turner stated the City will partner with the Historic Downtown Plano Association for major festivals and this small urban space will encourage people to visit downtown. Mr. Turner spoke to equipment storage availability and restrooms would be addressed as needed depending on the event. The Council directed staff to move forward with construction documents.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

No items were discussed.

Nothing further was discussed. Remaining items were presented during the Regular meeting. Mayor LaRosiliere adjourned the meeting at 7:03 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Lisa C. Henderson, City Secretary

PLANO CITY COUNCIL

April 14, 2014

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Pat Miner
André Davidson
Jim Duggan
Patrick Gallagher
David Downs

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Jim Parrish, Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary
Alice D. Snyder, Assistant City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, April 14, 2014, at 7:03 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Kelvin Foley, Assistant Pastor of Prestonwood Baptist Church led the invocation and Brownie Troop 3465 with Thomas Elementary School led the Pledge of Allegiance.

Mayor LaRosiliere recognized Jim Parks, Executive Director of North Texas Municipal Water District for 35 years of service, received a piece of artwork from Janelle Twyford-Silvas of AlleeOops Photography, presented proclamations to Police Chief Rushin proclaiming April as Distracted Driver Awareness Month and Shanette Brown proclaiming April 21st – April 25th as Community Development Block Grant Week (CDBG Week).

Comments of Public Interest

Robert Cox spoke to parking and safety concerns in his neighborhood - Hillridge Drive, Cotillion Drive, and the Golden Leaf Village Apartments.

Discussion and Direction Regarding Housing Reinvestment Incentive Program – The Great Update Rebate Program

Director of Planning Day spoke to the program being termed as “The Great Update Rebate” and the intent is to spur significant reinvestment in older, moderately-priced housing. She stated the program is currently funded at \$617,000, allowing more than 123 homes to be updated. Ms. Day spoke to the design of the program having as great an impact as possible with available funding and

staffing, keeping it simple, inhibiting fraudulent claims, making it fair (offering it on a first-come, first-serve basis), and encouraging improvements in a timely manner.

Ms. Day spoke to the original program including homes 25 years or older, limit on the value of the home, \$287,000 in 2014, and being current on property taxes and insurance. She stated interior and exterior improvements would qualify with a few exceptions and improvements must be at least 10% of the property value and completed within ninety days. Ms. Day spoke to exclusions regarding water conservation and property standards concerns. Ms. Day spoke to the original rebate proposed at 10% of the project value, capped at \$5,000 per property per year, paid within 30 days after final inspection, and all improvements being done at once.

Ms. Day spoke to the program design reviewed by Council in February and stated in March Staff presented the program to builders, remodelers and realtors for feedback. She advised of concerns that came back from the feedback: (1) the greater need is at a lower price point, (2) incentive is not enough value to motivate homeowners, (3) exterior improvements should be a priority, and (4) concentrate area to show greater impact. Ms. Day advised after receiving feedback, the following changes to the original program are recommended: increase the age of the property to 35 years, lower the property value to \$200,000, and incentivize exterior projects at 25% and interior projects at 10%.

Council confirmed the amendments to the original program and requested periodic reviews of the program. Ms. Day stated authorization of expenditures will be on the April 28 Council meeting, the program will be launched on April 30 and the Marketing & Community Engagement Department is currently working on videos, webpages and other marketing tools for the program. Council Member Downs recognized the Staff for being well prepared and their professionalism in preparation of the program.

CONSENT AGENDA

Upon a motion made by Council Member Downs 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")

March 18, 2014

March 24, 2014

Approval of Expenditures

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

Bid No. 2014-83-C for a one (1) year contract with three (3) optional one (1) year renewals for the purchase of Swimming Pool Chemicals for the Parks and Recreation Department to Petra Chemical Company in the estimated annual amount of \$60,993 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

Bid No. 2014-140-B for High Point Tennis Center - Tennis Court Shade Structures to Boyd Construction Services, LLC in the amount of \$92,909 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

CSP No. 2014-67-B for the purchase of a Leica ScanStation C10 Laser Scanning System to be utilized by the Police Department from Geomatic Resources in the amount of \$166,234 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

Purchase from an Existing Contract

To approve the purchase of Server Hardware and Maintenance in the estimated amount of \$182,983 from Dell Marketing LP through an existing DIR (Department of Information Resources) contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1951) (Consent Agenda Item “E”)

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

To approve an Engineering Services Agreement by and between the City of Plano and Jerry Parche’ Consulting Engineers, in the amount of \$137,860, for Intersection Improvements – McDermott Road, 15th Street, Legacy Drive & Plano Parkway, Project No. 6336; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

To approve an Engineering Services Agreement by and between the City of Plano and ARS Engineers, Inc., in the amount of \$154,500 for the design services associated with the rehabilitation of Independence Parkway Pavement Repairs & Asphalt Overlay; Project No. 6359; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

To approve an Engineering Services Agreement by and between the City of Plano and Teague, Nall & Perkins, Inc., in the amount of \$58,500 for design services at Harrington Park and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

To approve a Landscape Architecture Services Agreement by and between the City of Plano and JBI Partners, Inc. in the amount of \$258,000 for design and construction document services for Enfield Park Athletic Maintenance Facility and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

Adoption of Resolutions

Resolution No. 2014-4-1(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between AMS-TAOS USA Inc., a Nevada corporation, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “J”)

Resolution No. 2014-4-2(R): To approve the hiring of Alicia Johnson as Assistant City Attorney I by the City Attorney; and providing an effective date. (Consent Agenda Item “K”)

Resolution No. 2014-4-3(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the Town of Fairview, Texas to allow the employees of the Town of Fairview to take classes offered by City of Plano Professional Development Center; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “L”)

Adoption of Ordinances

Ordinance No. 2014-4-4: To annex to the City of Plano, Texas, a total of 1.035± acres of land located within the right-of-way of W. Park Boulevard approximately 750± feet west of Plano Parkway, in the J. Myers Survey, Abstract No. 619, the J.W. Haynes Survey, Abstract No. 458, and the Mary Ann Taylor Survey, Abstract No. 897, Collin County, Texas, and extending the boundary limits of said City so as to include said hereinafter described property within said City Limits; adopting a service plan providing for the extension of municipal services to the area so annexed and granting to all inhabitants and owners of said property all of the rights and privileges of other citizens and binding all inhabitants by the acts, ordinances and regulations of said City; and providing an effective date. Applicant: City of Plano (Annexation Case A2014-01. Public Hearings held March 18 and March 24, 2014.) (Consent Agenda Item “M”)

END OF CONSENT

Public Hearing and consideration of an Appeal of the Planning & Zoning Commission’s Denial of Zoning Case 2014-01 - Request to rezone 45.8± acres from Research/Technology Center to Single-Family Residence-6 located on the west side of North Star Road, 610± feet south of Plano Parkway. Zoned Research/Technology Center. Applicant: Flextronics International USA, Inc. (Regular Agenda Item “1”)

Director of Planning Day spoke to the appeal of Zoning Case 2014-01 stating the original zoning change request was denied when it went before the Planning and Zoning Commission in October, 2013 and as was the second request, with a concept plan modification including a school site, submitted earlier this year. Ms. Day explained it would require a 75% majority vote of the Council to overturn the Planning and Zoning Commission’s decision. She spoke to the current Research/Technology zoning and how it correlates to the use designated in the Future Land Use Plan and the EDC component of the Comprehensive Plan. Ms. Day stated four letters were received in opposition and one letter in support of the project.

Mayor LaRosiliere opened the Public Hearing. Jim Douglas of Douglas Properties, representing the applicant, spoke to the development of the property and stated that residential development is an appropriate use for the property due to the number of easements, the site having limited frontage on North Star Road and no frontage on Plano Parkway. He spoke to a charter school being located within the site and building a masonry wall around the site as to not burden the adjacent property owners. Mr. Douglas referred to residential developments being located to the south, east and northeast of the site and requested Council consideration for approval.

Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2014-01 (Continued)

Ron Crowell, representing Plano Distribution Center, Ltd., an adjacent property owner, spoke against the appeal and the incompatibility to rezone the property to Single-Family Residence-6. Deborah Bynum, representing Winzer Corporation, an adjacent property owner, spoke against the appeal to rezone the property and to Winzer Corporation's future expansion not being compatible with the zoning request. She requested the appeal to be denied with prejudice. Andrew Smith, representing Dividend Capital Diversified Property Fund, an adjacent property owner to the west, spoke in opposition of the appeal citing a future decrease in marketability and lower property value in the Research/Technology District. He requested the appeal be denied with prejudice. Erik Reed, a resident of the Woods of Spring Creek stated his concerns for the natural habitat located within the zoning request area. Mayor LaRosiliere closed the Public Hearing.

In response to Council, City Attorney Mims spoke to the effect of denying the appeal with prejudice stating with such an action, a request for the same zoning change could not be heard before Council for two years and is tied the property.

Upon a motion made by Council Member Downs and seconded by Council Member Miner, the Council voted 8-0 to deny the appeal with prejudice of the Planning and Zoning Commission's Denial of Zoning Case 2014-01 - Request to rezone 45.8± acres from Research/Technology Center to Single-Family Residence-6 located on the west side of North Star Road, 610± feet south of Plano Parkway.

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-03 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 644 so as to allow the additional use of Hospital and Specific Use Permit No. 645 so as to allow the additional use of Helistop on 30.4± acres of land located at the southeast corner of Preston Road and Rasor Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-159-General Office; 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: Commodore Partners, Ltd. (Regular Agenda Item "2")

Director of Planning Day stated the applicant would like to table this item until the May 12, 2014 meeting.

Upon a motion made by Mayor LaRosiliere and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to table the item until the May 12, 2014 City Council Meeting.

Public Hearing and adoption of Ordinance No. 2014-4-5 as requested in Zoning Case 2014-04 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 14.6± acres of land located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive in the City of Plano, Collin County, Texas, from Light- Industrial-1 to Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano (Regular Agenda Item "3")

Public Hearing and adoption of Ordinance No. 2014-4-5 (Continued)

Development Review Manager Hill spoke to the request to rezone the property from Light-Industrial-1 to Corridor Commercial and stated the property is designated as Major Corridor development in the Future Land Use Plan. He explained the parcel was created with the recent extension of Mapleshade Lane which ties in to the frontage road of State Highway 190. Mr. Hill advised the Council that the Planning and Zoning Commission recommended approval as submitted.

Mayor LaRosiliere opened the Public Hearing. No one spoke for or against. Mayor LaRosiliere closed the Public Hearing.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Miner, the Council voted 8-0 to rezone 14.6± acres of land located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive in the City of Plano, Collin County, Texas from Light-Industrial-1 to Corridor Commercial; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2014-04; and further to adopt Ordinance No. 2014-4-5.

Public Hearing and adoption of Ordinance No. 2014-4-6 as requested in Zoning Case 2014-05 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 646 so as to allow the additional use of Assisted Living Facility on 3.1± acres of land located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: University of Texas (Regular Agenda Item “4”)

Development Review Manager Hill spoke to the requested specific use permit and stated it is consistent with existing area special use permits and neighboring property uses. Mr. Hill advised the Council that the Planning and Zoning Commission recommended approval subject to Council approval of Zoning Case 2014-04.

Mayor LaRosiliere opened the Public Hearing. No one spoke for or against. Mayor LaRosiliere closed the Public Hearing.

Upon a motion made by Council Member Downs and seconded by Council Member Davidson, the Council voted 8-0 to grant Specific Use Permit No. 646 so as to allow the additional use of Assisted Living Facility on 3.1± acres of land located on the south side of Mapleshade Lane, 370± feet east of Silverglen Drive, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2014-05; and further to adopt Ordinance No. 2014-4-6.

Public Hearing and Comment on proposed revisions to the City of Plano's Drought Contingency Plan and Water Management Plan. (Regular Agenda Item "5")

Public Works Director Cosgrove spoke to the proposed changes to the Water Management Plan. He stated the changes include updated definitions, modification to the Water Use Goals Table setting the five year goal at 225 gallon per capita per day (GPCD) and the ten year goal at 220 GPCD, improving water loss strategies, encouraging landscape water management measures of twice weekly watering during April through October and once weekly watering November through March, and additional conservation measures. Mr. Cosgrove discussed the removal of certain water conservation incentives, i.e. shower coach and rain barrels, that were not as successful as anticipated.

Mr. Cosgrove spoke to the proposed changes to the Drought Contingency Plan. He stated the changes include updated definitions; amending Stage 1 actions with removal of time specific water guidelines as they will be addressed in a separate ordinance, encouraging leak detection, and removal of cool season grasses; amending Stage 2 actions to include information regarding man made pools, new and delayed landscaping, seasonal watering and HOA's designated as an even address for watering of common areas; amending Stage 3 actions to address public field watering; and Stage 4 actions clarifying watering and modifying variance criteria and violation procedures. He stated additional ordinances addressing splash pads use of recycled water, pond size limitations for being filled with City water and prohibiting watering between 10:00 a.m. and 6:00 p.m. from April 1st to October 31st will be coming forth in the next few months.

Mr. Cosgrove spoke to the difference between the City's Water Management Plan and the North Texas Municipal Water District's plan regarding the number of stages and water restrictions. He stated the City will need to determine if they want to match the District's plan, limiting watering to twice per week.

Mr. Cosgrove reviewed the historical and current water levels of Lake Lavon and the drought situation. He reported current water conservation efforts by Plano citizens have met the goals set by the City and since August 2011, the City has saved 6.9 billion gallons of water. Mr. Cosgrove spoke to water violations and how they are geared toward education. He stated the Drought Contingency Plan and Water Management Plan will be brought back to the Council on April 28th for approval.

Mayor LaRosiliere opened the Public Hearing. No one spoke for or against. Mayor LaRosiliere closed the Public Hearing.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 8:34 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Lisa C. Henderson, 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:		4/28/2014		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Lincoln Thompson x7376				
CAPTION				
CSP No. 2014-116-B for the purchase of an Animal Services Multi-Purpose Trailer from Deerskin Manufacturing, Inc. in the amount of \$168,000 and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2013-14	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	168,000	0	168,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-168,000	0	-168,000
BALANCE	0	0	0	0
FUND(S): GENERAL FUND / ANIMAL SERVICES DONATIONS				
<p>COMMENTS: Funds are available in the FY 2013-14 Adopted Budget to purchase one (1) Animal Services Multi-Purpose Trailer as a new addition for Animal Services. Of the total amount of \$168,000 for this item, \$40,000 is included in the Animal Services Budget while the remaining \$128,000 will be covered from donations received in the Animal Shelter Donations account.</p> <p>STRATEGIC PLAN GOAL: Providing one (1) Animal Services Multi-Purpose Trailer for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the purchase of a Multi-Purpose Trailer from Deerskin Manufacturing, Inc. in the amount of \$168,000 (CSP No. 2014-116-B). The trailer will be used at adoption events for transportation and display of animals. It will be used for the operation of sterilization, vaccination, and educational clinics. It can also act as a mobile animal shelter capable of being deployed in emergency response situations including large-scale cruelty seizures, evacuations, and disaster response scenarios.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo			N/A	
CSP Recap				



Plano Animal Shelter
4028 W. Plano Parkway
Plano, TX 75093
Tel: 972.769.4360
Fax: 972.769.4356

City of Plano
P.O. Box 860358
Plano, TX 75086-0358
Tel: 972.941.7000
plano.gov

To: Reid Choate
Fleet Manager

From: Jamey Cantrell
Animal Services Manager

Date: April 16, 2014

Re: Multi-purpose Trailer Recommendation

Based on the evaluation for 2014-116-B – CSP for Multi-purpose Trailer, the Animal Services Division recommends the contract be awarded to Deerskin Manufacturing, Inc.

Deerskin Manufacturing proposed a 32'4" bumper-pull trailer that is split into three areas: a work room and two animal housing rooms. There are 38 stainless steel animal holding cages of various sizes. The work room can be used as a surgery suite, get acquainted room, or a veterinary exam room so that the trailer is adaptable to meet diverse situational needs. It is designed to be a self-sufficient mobile animal shelter that will serve a variety of functions in and around Plano.

Their proposal was rated highest by all evaluators based on extent to which minimum essential requirements are exceeded, value added options, and warranty. Additionally, a true cost comparison, where the cost of optional items were added to other proposals until they matched the standard items on this proposal, showed that this proposal also had the true lowest cost. Once Deerskin Manufacturing, Inc. was selected, a best and final offer was requested that included all of the city's preferred value added options: design and install of a full vehicle wrap, aluminum tubing roof rack and ladder, a hydraulic bath tub, surgery area slide out, donation boxes, and a credit card reader and receipt printer. The final cost was determined to be \$168,000 which did not exceed the expected purchase cost. The offer met all minimum standards and exceeded expectations in many areas and was therefore determined to be the best value for the City of Plano.

This purchase will be funded by \$40,000 from account 01.583.8421 in Animal Services' approved FY 13-14 budget with \$128,000 coming from 01.068.8421, Animal Services' donations account. If this purchase is not approved, it will negatively affect divisional goals and reduce our ability to respond to disasters and emergency scenarios within the city limits.

Please feel free to contact me at extension 4226 if you have any questions.

CITY OF PLANO
CSP NO. 2014-116-B
Multi-Purpose Trailer
CSP RECAP

CSP opening Date/Time: March 14, 2014 @ 10:00 AM

Number of Vendors Notified: 700

Vendors Submitting "No Bids": 0

Number of Proposals Submitted Non-Responsive: 0

Number of Proposals Submitted: 2

Jones Trailer Company \$ 156,682.00 (including comparable options)

Deerskin Manufacturing, Inc. \$ 154,900.00 (including comparable options)

Recommended Vendor:

Deerskin Manufacturing, Inc. \$ 168,000.00 (including additional value added options)

Lincoln Thompson

April 16, 2014

Lincoln Thompson
Senior Buyer

Date



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:	04/28/14
Department:	Parks & Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Leslie Hooker ext. 7204	

CAPTION

Bid No. 2014-154-C for a one (1) year contract with three (3) optional one year renewals for Annual Supply of Herbicides, Insecticides and Miscellaneous Chemicals for the Parks and Recreation Department to Winfield Solutions, Helena Chemical Company, Howard Fertilizer and Chemical, Agrium Advanced Technologies, Red River Specialties, Inc. and John Deere Landscapes in the total estimated annual amount of \$200,179 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR:	2013-14; 2014-15; 2015-16; 2016-17; 2017-18;	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	341,676	700,628	1,042,304
Encumbered/Expended Amount		0	-115,154	0	-115,154
This Item		0	-100,089	-700,628	-800,717
BALANCE		0	126,433	0	126,433

FUND(S) GENERAL FUND

COMMENTS: This item approves price quotes for annual herbicides, insecticides and miscellaneous chemicals. The estimated FY 2013-14 expenditure for herbicides, insecticides and miscellaneous chemicals to be purchased from this contract for the remainder of FY 2013-14 is \$100,089. Future expenditures will be made by Sports Turf Maintenance, Natural Resources, Grounds Maintenance Service Districts 1, 2 and 3 within the annual approved budget appropriations, at an estimated annual expenditure of \$200,179 for fiscal years 2014-15, 2015-16, 2016-17, and \$100,089 for 2017-18.

STRATEGIC PLAN GOAL: Contracts for annual herbicides, insecticides and miscellaneous chemicals relates to the strategic goal of Financially Strong City with Service Excellence.

CITY OF PLANO COUNCIL AGENDA ITEM

SUMMARY OF ITEM

Parks and Recreation staff recommends the purchase of the Annual Supply of Herbicides, Insecticides and Miscellaneous Chemicals from Winfield Solutions, Helena Chemical Company, Howard Fertilizer and Chemical, Agrium Advanced Technologies, Red River Specialties, Inc. and John Deere Landscapes in the total estimated annual amount of \$200,179.

List of Supporting Documents:

Award Memo

Bid Recap

Other Departments, Boards, Commissions or Agencies



Memorandum

Date: March 31, 2014

To: Leslie Hooker, Buyer

From: Kevin Murray, Park Superintendent

Subject: Award Recommendation – Bid #2014-154-C Annual Supply of Herbicides Insecticides & Misc. Chemicals

Recommendation

The Parks and Recreation Department recommends awarding Bid #2014-154-C Annual Supply of Herbicides Insecticides & Misc. Chemicals by line item to the lowest, responsive, responsible bidder versus a total award to one vendor due to total dollar savings achieved. It is the recommendation of the Department to award the contract as follows:

Winfield Solutions:

Section 1 Line items: 1, 2, 6, 11, 12

Section 2 Line items: 1, 4, 5, 8

Section 3 Line items: 4, 5

Estimated Annual Amount: \$60,198.93

Helena Chemical Company:

Section 1 Line items: 3, 13

Section 2 Line item: 7

Section 3 Line items: 1, 6

Estimated Annual Amount: \$73,647.00

Howard Fertilizer and Chemical:

Section 1 Line items: 4,9

Section 2 Line items: 2, 3

Section 3 Line item: 2

Estimated Annual Amount: \$38,448.30

Agrium Advanced Technologies:

Section 1 Line item: 8

Estimated Annual Amount: \$1,080.00

Red River Specialties, Inc.:

Section 1 Line item: 5

Section 2 Line item: 6

Estimated Annual Amount: \$22,635.27

John Deere Landscapes:

Section 1 Line item: 10, 7

Section 3 Line item: 3

Estimated Annual Amount: \$4,169.88

Contract Expenditure

The total award of this contract (estimated annual expenditure) is \$200,179.38. This amount is within the budgeted amount for this contract.

Action Requested

The total amount related to the funding of this contract is within the estimated expenditure. Please review all documents and begin the necessary steps for the award of this contract.

Justification

Contract Purpose: This contract will be utilized for the purchase of various herbicides, insecticides, and miscellaneous chemicals to be applied to acres of park land, athletic facilities, medians & ROW's, and public building grounds in Plano. Chemical application is a key component of a complete turf maintenance program and control of insects. Chemical applications are major contributors in the never ending battle against weeds and insects. Reducing weeds and insects leads to a safe and healthy turf surface.

Non-approval Implication: Should approval be denied, the turf surfaces would become seriously infested with weeds and insects, becoming unsafe and unusable.

CITY OF PLANO

BID NO. 2014-154-C
Annual Supply of Herbicides, Insecticides & Miscellaneous Chemicals
BID RECAP

Bid opening Date/Time: March 24, 2014 @ 11:00 am

Number of Vendors Notified: 911

Vendors Submitting "No Bids": 1

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 6

Winfield Solutions (Bid 27/27)	\$215,370.03
Helena Chemical Company (Bid 24/27)	\$231,865.30
Howard Fertilizer and Chemical (Bid 23/27)	\$265,080.13
Agrium Advanced Technologies (Bid 12/27)	\$175,732.05
Red River Specialties, Inc. (Bid 10/27)	\$73,759.45
John Deere Landscapes (Bid 21/27)	\$207,258.41

Recommended Vendors:

Winfield Solutions:
Section 1 Line items: 1, 2, 6, 11, 12
Section 2 Line items: 1, 4, 5, 8
Section 3 Line items: 4, 5
Estimated Annual Amount: \$60,198.93

Helena Chemical Company:
Section 1 Line items: 3, 13
Section 2 Line item: 7
Section 3 Line items: 1, 6
Estimated Annual Amount: \$73,647.00

Howard Fertilizer and Chemical:
Section 1 Line items: 4,9
Section 2 Line items: 2, 3
Section 3 Line item: 2
Estimated Annual Amount: \$38,448.30

Agrium Advanced Technologies:
Section 1 Line item: 8
Estimated Annual Amount: \$1,080.00

Red River Specialties, Inc.:
Section 1 Line item: 5
Section 2 Line item: 6
Estimated Annual Amount: \$22,635.27

John Deere Landscapes:
Section 1 Line item: 10, 7
Section 3 Line item: 3
Estimated Annual Amount: \$4,169.88

Leslie Hooker

April 17, 2014

Leslie Hooker
Buyer I

Date



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:	4/28/14
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Bid No. 2014-150-B for the Dog Park Renovation at Jack Carter Park to North Rock Construction, LLC in the amount of \$496,133 and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	151,871	1,869,129	1,100,000	3,121,000
Encumbered/Expended Amount	-151,871	-1,160,617	0	-1,312,488
This Item	0	-496,133	0	-496,133
BALANCE	0	212,379	1,100,000	1,312,379

FUND(S): PARK IMPROVEMENT CIP, CAPITAL RESERVE CIP

COMMENTS: Funds are included in the FY 2013-14 Park Improvement CIP & Capital Reserve CIP. This item, in the amount of \$496,133, will leave a current year balance of \$212,379 for projects relating to 09 Park Improvements and Dog Park Renovations.

STRATEGIC PLANO GOAL: Renovation of the Dog Park at Jack Carter Park relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.

SUMMARY OF ITEM

Staff recommends the bid received from North Rock Construction, LLC in the amount of \$496,133 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents. The bid is slightly below the consultant's estimate of \$497,000.

The bid includes construction of shade shelters with paved surfaces, LED area lighting with remote control operation, irrigation renovations, entry and exit gate improvements, information kiosks, drinking fountains, and turf improvements to alleviate compaction.

In the event North Rock Construction, LLC fails to execute the contract documents, staff recommends that a contract be awarded to Roesch Co in the amount of \$496,715.

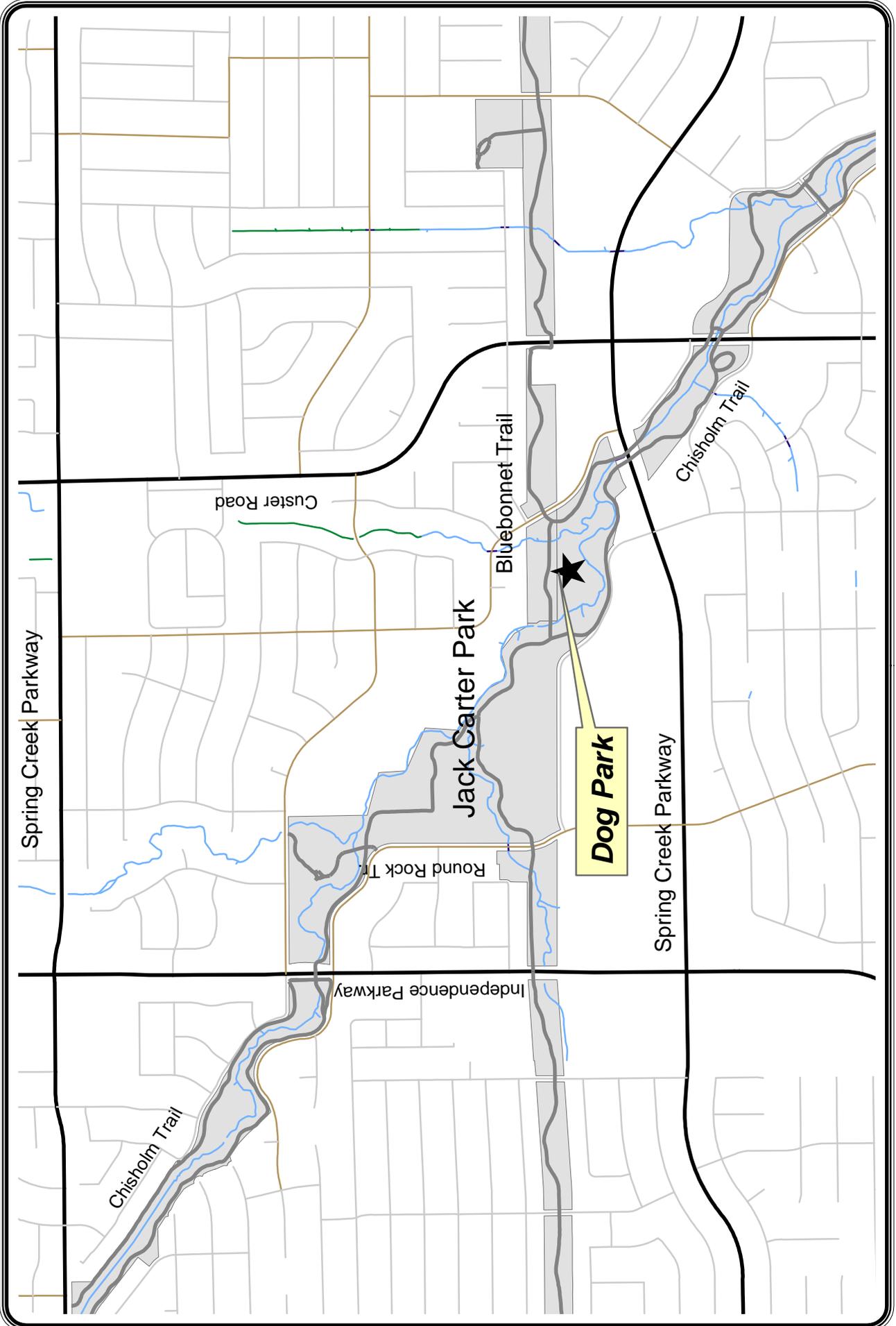
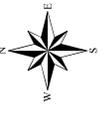
Project Location Map -

<http://goo.gl/maps/VZOSh>



CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Location Map Bid Recap	Other Departments, Boards, Commissions or Agencies



The Dog Park at Jack Carter Park

CITY OF PLANO

BID NO. 2014-150-B
The Dog Park at Jack Carter Park Project Number 6316
BID RECAP

Bid opening Date/Time: February 27, 2014 @ 11:00 am

Number of Vendors Notified: 937

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 6

Phillilps/May Corporation	\$530,333.00
North Rock Construction, LLC	\$496,133.06
Roesch Co	\$496,715.00
Wall Enterprises	\$584,653.22
Cross Country Corporation	\$602,900.00
Parkscape Construction, Inc.	\$558,434.39

Recommended Vendors:

North Rock Construction, LLC	\$496,133.06
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Leslie Hooker

Leslie Hooker
Buyer I

February 27, 2014

Date



CITY OF PLANO COUNCIL AGENDA ITEM

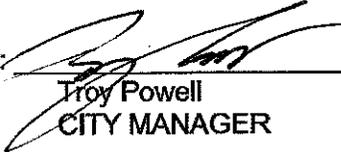
CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		04/28/2014		
Department:		Technology Services - Radio Shop		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247				
CAPTION				
To approve and authorize the First Modification to the Interlocal Cooperation Agreement, by and between the City of Plano, Texas, the City of Allen, Texas, and the City of The Colony, Texas, modifying Paragraph 3.01 of the existing agreement to add three (3) additional Talkgroups to the PAWM system; 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: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: This contract modification for use of the Allen-Plano radio communications system by City of The Colony relates to the City's Goals of Partnering for Community Benefit and Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff recommends the approval of the First Modification to the Interlocal Cooperation Agreement, by and between the City of Plano, Texas, the City of Allen, Texas, and the City of The Colony, Texas, modifying Paragraph 3.01 of the existing agreement. This modification will provide for a total of seven (7) Talkgroups. City of The Colony is adding three (3) Talkgroups to migrate their Fire Department over to the PAWM system. City of The Colony currently has four (4) Talkgroups for their Police Department. (Contract Tracking No. 2014-123-I)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
First Modification of Contract				

II.

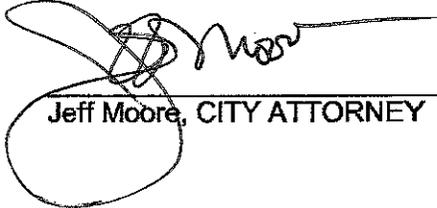
IN WITNESS WHEREOF, this First Modification shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

CITY OF THE COLONY, TEXAS

Date: Feb. 18, 2014

By: 
Troy Powell
CITY MANAGER

APPROVED AS TO FORM:


Jeff Moore, CITY ATTORNEY

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CITY OF ALLEN, TEXAS

Date: March 12, 2014

By: 
Peter H. Vargas
CITY MANAGER

APPROVED AS TO FORM:


Peter G. Smith, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Denton §

This instrument was acknowledged before me on the 18 day of January, 2014 by **TROY POWELL**, City Manager of the **CITY OF THE COLONY, TEXAS** a home-rule municipal corporation, on behalf of said corporation.

Lisa Cae Henderson
Notary Public, State of Texas



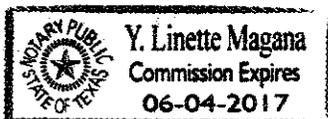
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 12th day of March, 2014 by **PETER H. VARGAS**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.



Y. Linette Magana
Notary Public, State of Texas



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:		04/28/2014		
Department:		Public Works/David Falls		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Shawn Breen (972-769-4193)				
CAPTION				
To Jim Bowman Construction Company, L.P., increasing the contract by \$132,237 for the 2011-12 Residential Concrete Pavement Rehab, Zone J3, Project No. 6229, Change Order No. 2, Bid No. 2013-40-B.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,867,227	6,851,850	3,000,000	12,719,077
Encumbered/Expended Amount	-2,867,227	-3,469,468	0	-6,336,695
This Item	0	-132,237	0	-132,237
BALANCE	0	3,250,145	3,000,000	6,250,145
FUND(S): CAPITAL RESERVE CIP				
COMMENTS: Funds are budgeted in the 2013-14 Capital Reserve CIP. This item, in the amount of \$132,237, will leave a balance of \$3,250,145 for projects relating to residential street & alley replacements.				
STRATEGIC PLAN GOAL: Expanding existing contracts to cover needed repairs identified after beginning work relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.				
SUMMARY OF ITEM				
This change order is for additional quantities of alleys that are needed due to sub-grade movement since the inventory was completed in 2012. The cause of the subgrade movement is due to the age of the infrastructure and extreme weather conditions.				
Staff recommends approval of Change Order No. 2. The total Contract will be \$2,214,905.45 which is a 24.94% increase of the original contract amount of \$1,772,788.45.				
https://www.google.com/mapmaker?ll=33.02331,-96.74037&spn=0.018243,0.039053&t=h&z=15&vpsrc=6&q=independence+pkwy+and+park+blvd&utm_medium=website&utm_campaign=relatedproducts_maps&utm_source=mapseditbutton_normal				
List of Supporting Documents: Change Order No. 2; Location Map			Other Departments, Boards, Commissions or Agencies	

CHANGE ORDER NO. 2

**2011-12 RESIDENTIAL CONCRETE PAVEMENT REHAB, ZONE J3
PROJECT NO. 6229
PURCHASE ORDER NO. 104291
CIP NO. 51118
BID NO. 2013-40-B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **JIM BOWMAN CONSTRUCTION COMPANY, L.P.** for the **2011-12 RESIDENTIAL CONCRETE PAVEMENT REHAB, ZONE J3 PROJECT**, dated January 14, 2013.

B. DESCRIPTION OF CHANGE

The change order is for additional quantities on alleys that are needed due to subgrade movement since the inventory was completed in 2012. The cause of the subgrade movement is due to the age of the infrastructure and extreme weather conditions.

C. EFFECT OF CHANGE

This change order will have the following effect on the cost of this project:

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>ORIGINAL QUANTITY</i>	<i>REVISED QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT OF CHANGE</i>
103	Remove Existing Alley Pvmnt	12,011	15,675	SY	\$6.00	\$21,984.00
106	7", 4200 psi Conc. Pavement	12,591	15,675	SY	\$35.75	\$110,253.00
	TOTAL:					\$132,237.00

Original Contract Amount	\$	1,772,788.45
Contract Amount (Including Previous Change Orders)	\$	2,082,668.45
Amount, Change Order No. 2	\$	132,237.00
Revised Contract Amount	\$	2,214,905.45
Total Percent Increase Including Previous Change Orders		24.94%

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **15** day(s) to this project:

Original Contract Time	<u>120 working days</u>
Amount (Including Previous Change Orders)	<u>170 working days</u>
Amount, Change Order No. 2	<u>15 working days</u>
Revised Contract Time	<u>185 working days</u>
Total Percent Increase Including Previous Change Orders	<u>54.17%</u>

E. AGREEMENT

In the event of any conflict or inconsistency between the provisions set forth in this Change Order No. 2 and the contract, this Change Order No. 2 shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **JIM BOWMAN CONSTRUCTION, LP**, do hereby agree to append this Change Order No. 2 to the original contract between themselves, dated January 14, 2013.

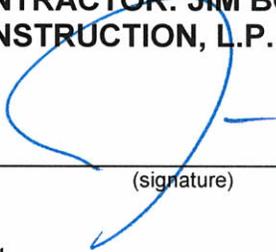
F. AUTHORITY TO SIGN

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.

OWNER: CITY OF PLANO

**CONTRACTOR: JIM BOWMAN
CONSTRUCTION, L.P.**

By: _____
(signature)

By:  _____
(signature)

Print
Name: Bruce Glasscock

Print
Name: Jim Bowman

Print
Title: City Manager

Print
Title: Sole Manager

Date: _____

Date: 3/25/14

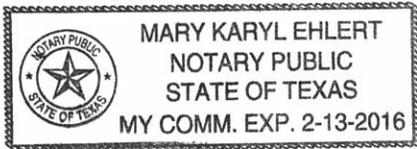
APPROVED AS TO FORM:

By: _____
Paige Mims, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 28th day of March, 2014, by **JIM BOWMAN, SOLE MANAGER** of **JIM BOWMAN CONSTRUCTION COMPANY, L.P.**, a **TEXAS** corporation, on behalf of said corporation.



Mary Karyl Ehlert
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2014, by **BRUCE GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



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:		4/28/2014			
Department:		Technology Services			
Department Head		David Stephens			
Agenda Coordinator (include phone #): Dianna Wike x7549					
CAPTION					
To approve the purchase of software support and maintenance services for CommandPoint Record Management System (RMS) and the Automated Field Reporting (AFR) from Northrop Grumman Systems Corporation, the sole source provider, in the five year total amount of \$1,617,517 and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2013-14, 2014-15, 2015-16, 2016-17, 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	795,966	1,309,789	2,105,755
Encumbered/Expended Amount		0	-410,271	0	-410,271
This Item		0	-307,728	-1,309,789	-1,617,517
BALANCE		0	77,967	0	77,967
FUND(s): TECHNOLOGY SERVICES FUND					
<p>COMMENTS: Annual expenditures for the maintenance and support of the Police Department's record management system and automated field reporting software are included in the annual operating budget for the Public Safety Support Department. This item totals \$1,617,517 and covers a (5) five-year period. This contract overlaps fiscal years. The estimated annual amount to be spent in FY 2013-14 for this contract is \$307,728. The estimated future amount is \$1,309,789, (\$315,421 in FY 2014-15, \$323,306 in FY 2015-16, \$331,389 in FY 2016-17, and \$339,673 in FY 2017-18) and will be based on need within annual budget appropriations. The remaining 2013-14 budget amount will be used for other operating expenditures related to maintenance agreements.</p> <p>STRATEGIC PLAN GOAL: Contracts for software maintenance and support relate to the City's Goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
The Technology Services Department recommends the purchase of software support and maintenance services for CommandPoint Record Management System and the Automated Field Reporting from Northrop Grumman Systems Corporation in the five year total amount of \$1,617,517. The software that this sole source provider maintains is used by the Police Department to manage the cases that are reported to the department.					



CITY OF PLANO COUNCIL AGENDA ITEM

The Police Department also uses the software to produce compliance reports for the FBI and other federal agencies in a timely manner. The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A).

List of Supporting Documents:
Memorandum

Other Departments, Boards, Commissions or Agencies



Memorandum

Date: April 16, 2014
To: Diane Palmer-Boeck, Purchasing Manager
From: David Stephens, Director Technology Services
Subject: Software Support and Maintenance Services from Northrop Grumman Systems Corporation

Technology Services proposes procuring software support and maintenance services for the CommandPoint Record Management System (RMS) and the Automated Field Reporting (AFR) from Northrop Grumman Systems Corporation. This software is used by the Police Department to manage the cases that are reported to the department. The ability to enter, store and retrieve data in multiple means is imperative to the Police Department. Whether the information is entered manually or by an officer in the field, the ability to search the data and run compliance reports is crucial.

Northrop Grumman is the owner of the CommandPoint RMS and AFR software and, as such, is the sole provider of support under our licensing agreement.

The cost of software support and maintenance for the Northrop Grumman products for FY2013-14 is \$307,728. For the next four years the total cost of software support for these applications is \$1,309,789 (\$315,421 in FY2014-15, \$323,306 in FY 2015-16, \$331,389 in FY 2016-17, and \$339,673 in FY 2017-18) and this yields a five year total cost of software support of \$1,617,517.

If the City were not to procure software support and maintenance services on this CommandPoint RMS and AFR software, the Police department would not be able to efficiently record their cases and produce compliance reports for the FBI and other federal agencies in a timely manner.



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:		04/28/2014		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Kim McFarland (974-769-4109)				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, repealing Resolution No. 2010-3-10(R) which adopted the City of Plano Water Management Plan; adopting a new Water Management Plan for the City of Plano, Texas, to promote responsible use of water and to provide for best management practices resulting in on-going, long term water savings; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
<p>COMMENTS: This item has no immediate financial impact. STRATEGIC PLAN GOAL: Updating the Water Management Plan previously adopted by the City Council in 2010 relates to the City's goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>The Texas Commission on Environmental Quality requires that our water conservation plan (Water Management Plan) be updated every five years. The proposed Water Management Plan has minor changes from the existing plan.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Water Management Plan				

A Resolution of the City Council of the City of Plano, Texas, repealing Resolution No. 2010-3-10(R) which adopted the City of Plano Water Management Plan; adopting a new Water Management Plan for the City of Plano, Texas, to promote responsible use of water and to provide for best management practices resulting in on-going, long term water savings; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council for the City of Plano, Texas, in Resolution No. 2010-3-10(R) (March. 8, 2010), adopted the City of Plano Water Management Plan ("Plan"); and

WHEREAS, the Water Code and the regulations of the Texas Commission on Environmental Quality require that the City adopt a Water Management Plan; and

WHEREAS, the City recognizes that the amount of water available to its water customers is limited; and

WHEREAS, the City recognizes that due to natural limitations, drought conditions, system failures and other acts of God which may occur, the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the City Council has determined that adopting the Water Management Plan as corrected is in the best interest of the citizens of the City.

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

Section I. The City Council hereby repeals in its entirety Resolution No. 2010-3-10(R) and adopts the City of Plano Water Management Plan, attached hereto as Addendum A, as if recited verbatim herein. The Appendices to Addendum A may be revised from time to time and the most recent version shall be part of the Water Management Plan.

Section II. The City Manager is authorized to execute any and all documents or take any action necessary to maintain the Water Management Plan.

DULY PASSED AND APPROVED this the 28th day of April, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

City of Plano

Water Management Plan

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- APPENDIX D** **Water Conservation Incentive Program**

1. INTRODUCTION AND OBJECTIVES

Water supply has always been a key issue in the development of Texas. In recent years, the growing population and economic development of North Central Texas has led to increasing demands for water supplies. At the same time, local and less expensive sources of water supply are largely developed. Additional supplies to meet higher demands will be expensive and difficult to develop. It is therefore important that NTMWD and its Member Cities and Customers make the most efficient use of existing supplies. This will delay the need for new supplies, minimize the environmental impacts associated with developing new supplies, and delay the high cost of additional water supply development.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (TCEQ) has developed guidelines and requirements governing the development of water conservation and drought contingency plans for public water suppliers. The TCEQ established guidelines and requirements are in Texas Administrative Code Title 30, Part 1, Chapter 288 Subchapter A, Rule §288.2 and Texas Administrative Code Title 30, Part 1, Chapter 288 Subchapter B, Rule §288.20. The best management practices established by the Water Conservation Implementation Task Force, established pursuant to SB1094 by the 78th Legislature, were also considered in the development of the water conservation measures. The Water Management Plan for the City of Plano was developed in concert with the NTMWD's water conservation and drought contingency and water emergency response plans.

The water conservation sections of this plan are intended as a year-round water efficiency plan and include measures that are designed to result in ongoing, long-term water savings. The objectives of this water conservation plan are as follows:

- To reduce water consumption from the levels that would prevail without conservation efforts.
- To reduce the loss and waste of water.
- To improve efficiency in the use of water.
- To document the level of recycling and reuse in the water supply.
- To extend the life of current water supplies by reducing the rate of growth in demand.

The drought contingency and water emergency response sections of this plan address strategies designed to temporarily reduce water use in response to specific conditions. The purpose of this drought contingency and water emergency response plan is as follows:

- To conserve the available water supply in times of drought and emergency
- To maintain supplies for domestic water use, sanitation, and fire protection
- To protect and preserve public health, welfare, and safety
- To minimize the adverse impacts of water supply shortages
- To minimize the adverse impacts of emergency water supply conditions.

The NTMWD supplies treated water to its Member Cities and Customers. The water conservation and drought contingency sections of this document were modeled after plans developed by NTMWD in consultation with its Member Cities. In concert with the adoption of this plan, the City of Plano is required to do the following:

- Complete the Water Conservation Utility Profile (TWDB Form - 1965R).
- Complete the Water Conservation Implementation Report (TWDB Form - 1969).
- Set five-year and ten-year goals for per capita water use (Section 4).
- Adopt a resolution approving the plan

This plan includes all elements required by TCEQ. The final adopted version of the Water Management Plan, including appendices will also be provided to NTMWD, as well as TCEQ and Region C Planning Group.

This Water Management Plan applies to all users of the City of Plano water supply.

Definitions:

Athletic Field means a public sports competition field, the essential feature of which is turf grass, used primarily for organized sports practice, competition or exhibition events for schools, professional sports, or sanctioned league play.

Central Controlled Irrigation Systems means large scale, technically advanced systems used to water large or multiple sites from a central location. This advanced technology can monitor and adapt system operation and irrigation run times in response to conditions in the system or surrounding areas (weather conditions, pipe breaks, etc.). These systems may also be easily programmed (individually or globally) to reduce flow rates or the amount of water applied to meet conservation needs; required reduction percentages; and provide historical data or reports. The City central irrigation system uses multiple weather stations throughout the city to collect real-time climatologically data. This data is then available to the computer to automatically shut down the system when weather conditions warrant.

Cool Season Grasses refers to the varieties of turf grass that grow best in cool climates primarily in northern and central regions of the U.S. Cool season grasses include perennial and annual rye grass, Kentucky blue grass and fescues.

Customer means a person, company or other entity connected to the City's water system and contracting with the City of Plano to receive potable water service.

Drip Irrigation means micro-irrigation with low volume (measured in gallons per hour) and low pressure release of water to a specific root zone through point source emitters or pressure compensating in-line drippers. This does not include micro-sprayers or misters.

Foundation means area that includes first 24" of soil from foundation slab.

Fugitive water means the pumping, flow, release, escape, or leakage of any water from any pipe, valve, faucet, connection, diversion, well, from any water supply, transport, storage disposal or delivery system of a facility onto adjacent property or the public right-of-way.

High Use Areas means publicly owned properties that have irrigated surfaces where there is a high volume of public use and there may be a significant increase in risk and liability if surfaces are not minimally irrigated to mitigate safety hazards to users caused by lack of water.

Irrigation System means a site-specific system of delivering water, generally for landscape irrigation, via a system of pipes or other conduits installed below ground.

Landscape means natural plant materials around buildings or on grounds (i.e., trees, shrubbery, grasses and flowers) but excludes athletic fields and high use areas.

Potable water means any public water supply which has been investigated and approved by the TCEQ as satisfactory for drinking, culinary and domestic purposes.

Public Health and Safety means such amount of water as necessary to sustain human life, reasonable standards of hygiene and sanitation, and fire suppression.

Soaker Hose means a perforated or permeable garden-type hose that is laid above ground and provides irrigation at a slow and constant rate.

Sprinkler means an above ground irrigation device that may be attached to a garden hose or in-ground irrigation system. This includes spray heads, rotor heads, and oscillating devices.

Swimming Pool means any structure, basin, chamber, or tank, containing an artificial body of water for swimming, diving, or recreational bathing, and having a depth of two (2) feet or more at any point. Hot tubs, great than five feet in width, are included in this definition.

Wholesale customers purchase water at a discounted rate either directly from NTMWD or from a NTMWD water system Member City. Plano is a wholesale customer of NTMWD.

Responsibilities:

- (a) The Director of Public Works and Director of Policy and Government Relations are responsible for:
 - Advising the City Manager in issues related to water conservation and drought and water emergency issues.
 - Developing and maintaining the Water Conservation and Drought and Emergency Response Plans in conformance with the most current NTMWD Model Plan and TCEQ guidelines and policies.
 - Implementing programs to reduce and control water loss, calculating and reporting unaccounted for water, and keeping water loss under 12%. When water loss exceeds state standards, the City will intensify water loss control programs.

- Assuring that City ordinances are maintained to continue to support future revisions to the NTMWD Model Plan, City Plan, TCEQ guidelines, and legislative mandate.
- Preparing and submitting all required reports, water utility profiles, and tabular materials related to water conservation in the formats and media required by the City Plan and/or NTMWD, TCEQ, and/or the Texas Water Development Board (TWDB).
- Continuing the City's Water and Sewer Fund financial programming to support a residential meter replacement cycle of no more than 10 years and conducting a regular large meter testing program on no less than a 5-year cycle.
- Supporting the City's goal of reducing municipal gallons per capita per day (gpcd) to 220 gpcd within a 10 year period.
- Providing NTMWD and the Chair of the Region C water planning group the City's adopted resolution and drought contingency ordinance.
- Managing the administrative processing and follow-up associated with City customer variance requests.
- Managing the administrative processing and follow-up associated with enforcement of all water conservation and drought contingency and water emergency response provisions of the drought contingency ordinance.
- Managing the program that allows the pursuit of administrative remedies for violations of water conservation and drought water use restrictions by non-single family water account holders.

(b) The Director of Environmental Health is responsible for:

- Developing and presenting water conservation educational and informational programs.
- Developing water conservation promotional activities including a water conservation incentive program.
- Developing and distributing the annual Water Confidence Report.
- Notifying the public of the initiation of any drought and emergency response stage.
- Assuring that education materials are maintained to continue to support future revisions to the NTMWD Model Plan, City Plan, TCEQ guidelines, and legislative mandate.

(c) The Director of Finance is responsible for:

- Assuring the City continues its program of universal metering and billing.
- Assuring that the City water billing/records management system includes water usage classes and capabilities to sort/separate differing classes and categories of water usage as required by the NTMWD Model Plan and Texas Administrative Code (TAC) Title 30, Part I, Chapter 288, Subchapter A, Rule 288.2(a)(2)(b).

(d) The Chief Building Official is responsible for:

- Enforcing the requirements of the International Plumbing Code (IPC) in residential and commercial facilities.
- As part of the building permit and building inspection programs, enforcing requirements for landscape irrigation system design in accordance with state design and installation standards and the inclusion of freeze and rain sensors on

all new irrigation systems (City of Plano Code of Ordinances §6-561). This requires irrigation system design submission by builders for review by the building official staff and inspection of the irrigation systems as part of the building inspection program.

(e) Planning Department is responsible for:

- Maintaining and enforcing the Zoning Ordinance's landscape and irrigation plan requirements through the development review process.
- Implementing procedures to allow developers to delay the installation of landscaping during drought contingency watering restrictions.

(f) Parks and Recreation Department is responsible for:

- Operating and maintaining a central controlled irrigation system, other city irrigation systems to ensure conservation of water, and efficient use of irrigation to meet the needs of city site users. Safety and usability for recreational users of irrigated city sites shall be considered a priority.
- Installing and maintaining landscapes and managing natural and man-made park resources in a sustainable manner suitable for the scope and scale of the assets. Demonstration of conservation measures meaningful to residential scale shall be incorporated into sites and practices when feasible.

2. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

2.1 Conservation Plans

The TCEQ rules governing development of water conservation plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code. For the purpose of these rules, a water conservation plan is defined as “a strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water.” The elements in the TCEQ water conservation rules covered in this conservation plan are listed below.

Minimum Conservation Plan Requirements

The minimum requirements in the Texas Administrative Code for Water Conservation Plans for Public Water Suppliers are covered in this report as follows:

- 288.2(a)(1)(A) – Utility Profile – Section 3
- 288.2(a)(1)(B) – Specification of Goals – Section 4
- 288.2(a)(1)(C) – Specific, Quantified Goals – Section 4
- 288.2(a)(1)(D) – Accurate Metering – Sections 5.1 and 5.2
- 288.2(a)(1)(E) – Universal Metering – Section 5.2
- 288.2(a)(1)(F) – Determination and Control of Unaccounted Water – Section 5.4
- 288.2(a)(1)(G) – Public Education and Information Program – Section 6
- 288.2(a)(1)(H) – Non-Promotional Water Rate Structure – Section 7
- 288.2(a)(1)(I) – Reservoir System Operation Plan – Section 8.1
- 288.2(a)(1)(J) – Means of Implementation and Enforcement – Section 12
- 288.2(a)(1)(K) – Coordination with Regional Water Planning Group – Section 10
- 288.2(c) – Review and Update of Plan – Section 11

Conservation Additional Requirements (Population over 5,000)

The Texas Administrative Code includes additional requirements for water conservation plans for drinking water supplies serving a population over 5,000:

- 288.2(a)(2)(A) – Leak Detection, Repair, and Water Loss Accounting – Sections 5.1 through 5.4
- 288.2(a)(2)(B) – Record Management System – Section 5.2
- 288.2(a)(2)(C) – Requirement for Water Conservation Plans by Wholesale Customers – Section 8.7

Additional Conservation Strategies

The TCEQ requires that a water conservation implementation report be completed and submitted on an annual basis.

In addition to the TCEQ required water conservation strategies, the NTMWD also requires the following strategy be included in the Member City and Customer plans:

- 288.2(a)(3)(F) – Considerations for Landscape Water Management Regulations – Section 8.4 and

TCEQ rules also include optional, but not required, conservation strategies, which may be adopted by suppliers. The NTMWD recommends that the following strategies be included in the Member City and Customer water conservation plans:

- 288.2(a)(3)(A) – Conservation Oriented Water Rates – Section 7
- 288.2(a)(3)(B) – Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures – Section 8.3
- 288.2(a)(3)(C) – Replacement or Retrofit of Water-Conserving Plumbing Fixtures – Section 8.6
- 288.2(a)(3)(D) – Reuse and Recycling of Wastewater – Section 8.2
- 288.2(a)(3)(F) – Considerations for Landscape Water Management Regulations – Section 8.5 and enacting a resolution
- 288.2(a)(3)(G) – Monitoring Method – Section 5.5
- 288.2(a)(3)(H) – Additional Conservation Ordinance Provisions – Section 8.5 and 8.6

2.2 Drought Contingency Plans

The TCEQ rules governing development of drought contingency plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code. For the purpose of these rules, a drought contingency and water emergency response plan is defined as “a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.” The elements in the TCEQ drought contingency rules covered in this conservation plan are listed below.

Minimum Requirements

TCEQ’s minimum requirements for drought contingency plans are addressed in the adopted Drought and Emergency Response Plan in the City of Plano Municipal Code §21-53 through §21-60.2:

- 288.20(a)(1)(A) – Provisions to Inform the Public and Provide Opportunity for Public Input
- 288.20(a)(1)(B) – Provisions for Continuing Public Education and Information
- 288.20(a)(1)(C) – Coordination with the Regional Water Planning Group – Section 10

- 288.20(a)(1)(D) – Criteria for Initiation and Termination of Drought Stages
- 288.20(a)(1)(E) – Drought and Emergency Response Stages
- 288.20(a)(1)(F) – Specific, Quantified Targets for Water Use Reductions
- 288.20(a)(1)(G) – Water Supply and Demand Management Measures for Each Stage
- 288.20(a)(1)(H) – Procedures for Initiation and Termination of Drought Stages
- 288.20(a)(1)(I) - Procedures for Granting Variances
- 288.20(a)(1)(J) - Procedures for Enforcement of Mandatory Restrictions
- 288.20(a)(3) – Consultation with Wholesale Supplier
- 288.20(b) – Notification of Implementation of Mandatory Measures
- 288.20(c) – Review and Update of Plan – Section 11

3. WATER CONSERVATION UTILITY PROFILE

The Water Conservation Utility Profile must be completed as a requirement of the Water Management Plan. The completed Utility Profile for Retail Water Supplier (TWDB Form No.1965-R) is included in **Appendix B**.

4. SPECIFICATION OF WATER CONSERVATION GOALS

TCEQ rules require the adoption of specific water conservation goals for a water conservation plan. As part of plan adoption, the City of Plano must develop 5-year and 10-year goals for per capita municipal use. These goals should be submitted to NTMWD. The goals for this water management plan include the following:

- Maintain the per capita municipal water use below the specified amount in gallons per capita per day in a dry year, as shown in the completed Table 4.1.
- Maintain the level of unaccounted water in the system below 12%, as discussed in Section 5.4.
- Implement and maintain a program of universal metering and meter replacement and repair, as discussed in Section 5.2.
- Decrease waste in lawn irrigation by implementation and enforcement of landscape water management regulations, as discussed in Section 8.4 and City of Plano Zoning Ordinance Article 3.1200: Landscaping Requirements.
- Increase efficient water usage as discussed in Sections 8.5 and 8.6.
- Raise public awareness of water conservation and encourage responsible public behavior by a public education and information program, as discussed in Section 6.
- Develop a system specific strategy to conserve water during peak demands, thereby reducing the peak use.

**Table 4.1
Five-Year and Ten-Year Municipal Per Capita Water Use Goals (gpcd)**

Description	Historic 5 yr Average ¹	Baseline ²	5-Year Goal for year 2019	10-Year Goal for year 2024
Total GPCD ³	224	234	225	214
Residential GPCD ⁴	118	119	114	111
Water Loss (GPCD) ⁵	27	33	27	24
Water Loss (Percentage) ⁶	12%	15%	12%	11%

1. The Historic 5-yr Average includes 865 days of mandatory water restrictions due to drought stages and is unrealistically low to base future water use goals.
2. The Baseline is calculated from 2009 water use numbers when weather patterns and outdoor water use were more typical of total and residential water use.
3. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
4. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
5. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
6. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

5. METERING, WATER USE RECORDS, CONTROL OF WATER LOSS, AND LEAK DETECTION AND REPAIR

One of the key elements of water conservation is tracking water use and controlling losses through illegal diversions and leaks. It is important to carefully meter water use, detect and repair leaks in the distribution system and provide regular monitoring of unaccounted water.

5.1 Accurate Metering of Treated Water Deliveries from NTMWD

Water deliveries from NTMWD are metered by NTMWD using meters with accuracy of $\pm 2\%$. These meters are calibrated on an annual basis by NTMWD to maintain the required accuracy.

5.2 Metering of Customer and Public Uses and Meter Testing, Repair, and Replacement

The provision of water to all customers, including public and governmental users, will be metered in the City of Plano. The City of Plano tests and/or replaces their residential customer meters in accordance with Sec. 4.2.8 of AWWA C700-95 and M-6, Water Meters – Selection, Installation, Testing and Maintenance Record Management System. All residential customer meters will be budgeted to be replaced on a minimum of a 10-year cycle. Additionally, large meters will be regularly tested on no less than a 5-year interval and either maintained or replaced when their test flow is outside standards established by AWWA.

As required by TAC Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2(a)(1)(B), the City of Plano will maintain a customer billing and record management system that allows for the separation of water sales and uses into residential, commercial, public/institutional, and industrial categories. This information will be included in an annual water conservation report, as described in Section 5.6 below.

5.3 Determination and Control of Water Loss

The Texas Water Development Board utilizes a methodology derived from the American Water Works Association (AWWA) and the International Water Association (IWA). This new standard uses terminology such as authorized consumption, real loss, apparent loss, and non-revenue water. Total water loss, as reported to TCEQ, includes two categories:

- Apparent Losses – Water that has been consumed but not properly measured or billed. These losses represent under-registered or under-billed water that occurs via customer meter inaccuracies, systematic data handling errors in the customer billing system, and unauthorized consumption due to illegal connections and theft.
- Real Losses – These are physical losses from the pressurized water distribution system, including water mains and all appurtenances (for example, valves and hydrants) and customer service connection piping. Real losses represent water that is lost from the distribution system prior to reaching the customer destination.

Measures to control apparent and real water losses will be part of the routine operations of the City of Plano. Maintenance crews and personnel will look for and report evidence of leaks in the water distribution system. A leak detection and repair program is described in

Section 5.4 below. Meter service technicians, building inspectors, and all City crews will watch for and report signs of illegal connections, so they can be quickly addressed.

The Water Audit Worksheet, provided by TCEQ, is a "top down" audit of a utility's system using existing estimations and records. This audit will be completed annually using the Water Loss Audit Worksheets available from the Texas Water Development Board online at <https://www.twdb.texas.gov/conservation/municipal/waterloss/index.asp>. With the measures described in this plan, the City of Plano should maintain unaccounted water below 12 percent. If unaccounted water exceeds this goal, the City of Plano will implement a more intensive audit to determine the source(s) of and reduce the unaccounted water. The annual conservation report described below is the primary tool that should be used to monitor unaccounted water.

5.4 Leak Detection and Repair

As described above, city crews and personnel should look for and report evidence of leaks in the water distribution system. Areas of the water distribution system, in which numerous leaks and line breaks occur, should be targeted for replacement as funds are available. The City central irrigation system uses sub-metering and real-time data collection to monitor for leaks, line breaks, and malfunctions. The system automatically shuts down when leaks are detected, then automatically generates reports for these occurrences so they may be followed up by field technicians.

5.5 Monitoring of Effectiveness and Efficiency – NTMWD Member City and Customer Annual Water Conservation Report

The City of Plano will complete the NTMWD Member City and Customer Annual Water Conservation Report (**Appendix C**) by March 31 each year and will use this report to monitor the effectiveness and efficiency of the water conservation program and to plan conservation-related activities for the next year. The form records the water use by category, per capita municipal use, and unaccounted water for the current year and compares them to historical values. The annual water conservation report should be sent to NTMWD, which will monitor NTMWD Member Cities' and Customers' water conservation trends.

The City of Plano will consider using the Alliance for Water Efficiency Water Conservation Tracking Tool to assess existing water conservation initiatives and potential future initiatives.

5.6 Water Conservation Implementation Report

The TCEQ-required Water Conservation Plan Annual Implementation Report (TWDB Form No. 1966) is due to the TCEQ by May 1 of every year. This report lists the various water conservation strategies that have been implemented, including the date the strategy was implemented. The report also calls for the five-year and ten-year per capita water use goals from the previous water conservation plan. The reporting entity must answer whether or not these goals have been met and if not, why not. The amount of water saved is also requested.

6. CONTINUING PUBLIC EDUCATION AND INFORMATION CAMPAIGN

The continuing public education and information campaign on water conservation includes the following elements:

- Designated education coordinator to develop water conservation materials, presentations, exhibits, rebate programs, and educational workshops.
- Trained water meter technicians to provide face-to-face communication with residents concerning proper irrigation system design and operation and other conservation practices
- Maintain Web site designed to educate residents on water conserving practices, real time water usage, recommended irrigation schedules, and links to other helpful resources.
- Utilize the “Water IQ: Know Your Water” and produce other public education materials as appropriate for targeted audiences.
- Insert water conservation information with water bills. Inserts will include material developed by the Environmental Health Department staff and material obtained from the TWDB, the TCEQ, and other sources.
- Encourage local media coverage of water conservation issues and the importance of water conservation.
- Notify local organizations, schools, and civic groups that SES and staff of the NTMWD are available to make presentations on the importance of water conservation and ways to save water.
- Promote the *Texas Smartscape* Web site (www.txsmartscape.com) and make water conservation brochures and other water conservation materials available to the public at City Hall and other public places.
- Make information on water conservation available on City and department Web sites and include links to following websites: “Water IQ: Know Your Water,” *Texas Smartscape*, NTMWD, Texas Water Development Board, and Texas Commission on Environmental Quality.

7. WATER RATE STRUCTURE

The City of Plano will continue to bill customers using an increasing block rate water structure that is intended to encourage water conservation and discourage excessive use and waste of water. See City of Plano Code of Ordinances §21-147 establishing an increasing block rate structure and minimum charge and base charges for all tiers for residential and commercial/industrial water rates.

8. OTHER WATER CONSERVATION MEASURES

8.1 NTMWD System Operation Plan

Member Cities and Customers of NTMWD purchase treated water from NTMWD and do not have surface water supplies requiring implementation of a system operation plan. NTMWD's permits do allow some coordinated operation of its water supply sources, and NTMWD is seeking additional water rights for coordinated operation to optimize its available water supplies.

8.2 Reuse and Recycling of Wastewater

The City of Plano does not own and operate its own wastewater treatment plants. The wastewater is treated by NTMWD. NTMWD currently has the largest wastewater reuse program in the state. NTMWD has water rights through Lake Lavon allowing reuse of up to 71,882 acre-feet per year of treated wastewater for municipal purposes. In addition, NTMWD has also developed the East Fork Raw Water Supply Project which can divert up to 157,393 acre-feet per year based on treated wastewater discharges by the NTMWD. These two reuse projects will provide up to 44 percent of the NTMWD's currently permitted water supplies. NTMWD also provides treated effluent from its wastewater treatment plants available for direct reuse for landscape irrigation and industrial use. In Plano, two golf courses and one athletic training facility use wastewater effluent for irrigation.

8.3 Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures

State and federal standards have required water-conserving fixtures in new construction and renovations since 1992. The state standards call for flows of no more than 2.5 gallons per minute (gpm) for faucets, and 3.0 gpm for showerheads. As of January 1, 2014, the state requires maximum average flow rates of 1.28 gallons per flush (gpf) for toilets and 0.5 gpf for urinals. These state and federal standards assure that all new construction and renovations will use water-conserving fixtures. As it deems appropriate, the City of Plano will continue to implement ordinances, plumbing codes, and rules for water conserving fixtures as they evolve through relevant building codes and State of Texas requirements. The current plumbing code is adopted in the City of Plano Code of Ordinances §§ 6-236 - 6-239.

8.4 Landscape Water Management Measures

The City of Plano adopts the following basic landscape water conservation measures as required by NTMWD:

- The City of Plano restricts irrigation with sprinklers between the hours of 10 am to 6 pm from April 1 to October 31 of each year.
- The City of Plano encourages limiting irrigation with sprinklers to a maximum of twice per week between April 1 and October 31 when not in a drought stage that further limits watering days.
- The City of Plano encourages limiting irrigation with sprinklers to no more than one day per week between November 1 and March 31. No person or operation shall cause or permit the flow of excess or fugitive water onto any adjacent

property or public right-of-way. This includes watering impervious surfaces and watering during a precipitation or freeze event as stated in the City of Plano Code of Ordinances §21-52.

- The City of Plano discourages the planting of cool season grasses

The City has adopted landscape regulations as part of its Zoning Ordinance in Article 3.1200 (Landscaping Requirements). The requirements are intended to minimize waste in landscape irrigation by requiring:

- Submission of a water budget with landscape plans for new commercial development
- Rain sensors on irrigation systems
- Irrigation system zones to water plants based on similar water needs
- Trees and plants suitable for local soil and climate conditions
- Landscape designs that conserve water through creative design and that comply with the following principles:
 - Soil protection and improvement
 - Careful selection and design of turf areas
 - Use of site-appropriate plan materials with water conservation in mind
 - Use of mulch around all plant materials and areas that are not turf or hardscape

In addition, the adopted plumbing codes in the City of Plano Code of Ordinances §6-561 require:

- New irrigation systems meeting detailed requirements of use of drip and low flow irrigation, distribution uniformity (75 percent), low-angle spray heads, designs in accordance with TCEQ
- No spray heads allowed between street and sidewalk planting areas of both residential and commercial properties
- Installation and inspection for irrigation systems that include an evaluation of the system for the distribution uniformity
- Rain and freeze sensors are required on all new irrigation systems. Rain and freeze sensors must be maintained to function

8.5 Additional Water Conservation Measures

- Promote proper maintenance of irrigation systems.
- “At home” car washing can be done only when using a water hose with a shut-off nozzle.
- Charity car washes are allowed only if they use hoses with shut-off nozzles.

- Promote outdoor water efficiency on Web site, including water conserving irrigation systems.
- The Finance Department will continue to use the fixed network system. The fixed network system offers the ability to analyze water usage by meter by time of day. Data is captured on a daily basis which assists in the City's efforts to educate and inform customers of patterns of water usage to help customers make better decisions regarding their water consumption and will also help identify presence of leaks. The city will continue outreach efforts to develop resources to educate customers how they can use the online meter data to view and reduce their water use.

8.6 Rebates and Free Distribution of Water Conserving Devices

The Water Conservation Incentive Program is described in **Appendix D**. The items may change from time to time as the program evolves. The appendix will be modified as these changes occur.

The City offers partial credit for leak repair with sufficient documentation.

8.7 Requirement for Water Conservation Plans by Wholesale Customers

The NTMWD Model Plan requires that every contract for the wholesale sale of water by Member Cities and/or Customers that is entered into, renewed, or extended after the adoption of this water conservation plan include a requirement that the wholesale customer and any wholesale customers of that wholesale customer develop and implement a water conservation plan meeting the requirements of Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code. The requirement will also extend to each successive wholesale customer in the resale of the water. The Colony is the only active wholesale customer of Plano's water system.

9. IMPLEMENTATION OF THE DROUGHT CONTINGENCY & WATER EMERGENCY RESPONSE PLAN

A drought is defined as an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources, in this case reservoirs, to be depleted. In the absence of drought response measures, water demands tend to increase during a drought due to the need for additional outdoor irrigation. The severity of a drought depends on the degree of depletion of supplies and on the relationship of demand to available supplies. The NTMWD considers a drought to end when all of its supply reservoirs refill to the conservation storage pool.

City of Plano Code of Ordinances §§ 21-53 - 21-60.2 establish procedures and criteria for declaring a water emergency and implementing and terminating drought response stages, procedures for requesting variances, and establishing administrative remedies and fees and criminal penalties for violating the restrictions.

**10. COORDINATION WITH THE REGIONAL WATER PLANNING GROUP AND
NTMWD**

The City of Plano will send a copy of this water management plan, the resolution adopting the plan, and the water utility profile to the NTMWD and the Chair of the Region C Water Planning Group.

11. REVIEW AND UPDATE OF WATER MANAGEMENT PLAN

As required by TCEQ rules, the City of Plano will review the Water Management Plan, including the Drought Contingency and Water Emergency Response Ordinance, every five years. The plan will be updated as appropriate based on new or updated information.

12. IMPLEMENTATION AND ENFORCEMENT OF THE WATER MANAGEMENT PLAN

A resolution adopted by the City Council regarding the Water Management Plan on April 28, 2014. The following ordinances are also included as part of the Water Management Plan:

Landscape Water Management Regulation – City of Plano Zoning Ordinance Article 3.1200: Landscaping Requirements

Illegal Water Connections and Theft of Water – City of Plano Code of Ordinances §21-17 and §21-18

Water Rates - City of Plano Code of Ordinances §21-147

Drought Contingency & Water Emergency Response - City of Plano Code of Ordinances §§21-53 -21-60.2

Plumbing Code - City of Plano Code of Ordinances §§6-236 - 6-239 and §6-561

Fugitive Water - City of Plano Code of Ordinances §21-52

**APPENDIX A
LIST OF REFERENCES**

- (1) Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter B, Rule 288.20.
- (2) Freese and Nichols, Inc.: *North Texas Municipal Water District Water Conservation and Drought Contingency and Water Emergency Response Plan*, prepared for the North Texas Municipal Water District, Fort Worth, March 2014.

The following conservation and drought contingency plans and related documents were reviewed in the development of this plan. References marked with a * were used heavily in the development of this plan.

- (3) City of Austin Water Conservation Division: "City of Austin Water Drought Contingency Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.
- (4) City of Austin Water Conservation Division: "City of Austin Water Conservation Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.
- (5) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan," adopted by the Board of Directors, Lewisville, August 5, 1999.
- (6) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan (2002 Amended)," adopted by the Board of Directors, Lewisville, February 2002.
- (7) *City of Dallas Water Utilities Department: "City of Dallas Water Management Plan," adopted by the City Council, Dallas, September 1999.
- (8) Updates to City of Dallas Water Management Plan found at <http://www.dallascityhall.com> in September 2003.
- (9) *City of Dallas Water Utilities Department: "City of Dallas Water Conservation Plan," adopted by the City Council, Dallas, September 1999.
- (10) *City of Fort Worth: "Water Conservation plan for the City of Fort Worth," Fort Worth, August 1999.
- (11) Updates to the City of Fort Worth water conservation plan found at <http://ci.fort-worth.tx.us> in September 2003.
- (12) *City of Fort Worth: "Emergency Water Management Plan for the City of Fort Worth," Fort Worth, August 19, 2003.
- (13) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, February 2000.
- (14) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for Brown County Water Improvement District No. 1, Fort Worth, August 1999.
- (15) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for the Sabine River Authority of Texas, Fort Worth, September 1994.

- (16) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, June 1998.
- (17) HDR Engineering, Inc.: "Water Conservation Plan for the City of Corpus Christi," adopted by the City of Corpus Christi City Council, August 24, 1999.
- (18) City of Houston's water conservation plan downloaded September 2003 from <http://www.cityofhouston.gov>
- (19) City of Houston: "Ordinance N. 2001-753, Amending Chapter 47 of the Code of Ordinances Relating to Water Emergencies," Houston, August 2001.
- (20) City of Houston: "Ordinance No. 98-764, Relating to Water Conservation," Houston, September 1998.
- (21) City of Houston: "Water Conservation Plan," 1998.
- (22) City of Houston: "Water Emergency Response Plan," Houston, July 15, 1998.
- (23) City of Lubbock: "Water Conservation Plan," ordinance number 10177 adopted by the City Council in August 1999.
- (24) City of El Paso Water Conservation Ordinance downloaded August 14, 2003 from <http://www.epwu.org/ordinance.html>
- (25) San Antonio Water System: "Water Conservation and Reuse Plan," San Antonio, November 1998 with June 2002 updates.
- (26) North Texas Municipal Water District: "District Policy No. 24 Water Conservation Plan Containing Drought Contingency Plan," adopted August 1999.
- (27) GDS Associates, Inc.: "Water Conservation Study," prepared for the Texas Water Development Board, Fort Worth, 2002.
- (28) A & N Technical Services, Inc.: "BMP Costs & Savings Study: A Guide to Data and Methods for Cost-Effectiveness Analysis of Urban Water Conservation Best Management Practices," prepared for The California Urban Water Conservation Council, Santa Monica, California, July 2000.
- (29) *City of Dallas: "City of Dallas Ordinances, Chapter 49, Section 21.1," Dallas, October 1, 2001.
- (30) Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1 and 288.2.
- (31) Water Conservation Implementation Task Force: "Texas Water Development Board Report 362, Water Conservation Best Management Practices Guide," prepared for the Texas Water Development Board, Austin, November 2004.
- (32) Freese and Nichols, Inc.: *North Texas Municipal Water District Water Conservation and Drought Contingency/Water Emergency Response Plan*, prepared for the North Texas Municipal Water District, Fort Worth, March 2008.
- (33) Edward Motley, Marisa Vergara, Tom Gooch, and Stephanie Griffin: Memorandum to File on "Region C Municipal Water Use Projections Adopted on August 18, 2003," Fort Worth, August 21, 2003.
- (34) City of Austin Water Conservation Division: "City of Austin Water Drought Contingency Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.

- (35) City of Austin Water Conservation Division: "City of Austin Water Conservation Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.
- (36) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan," adopted by the Board of Directors, Lewisville, August 5, 1999.
- (37) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan (2002 Amended)," adopted by the Board of Directors, Lewisville, February 2002.
- (38) *City of Dallas Water Utilities Department: "City of Dallas Water Management Plan," adopted by the City Council, Dallas, September 1999.
- (39) Updates to City of Dallas Water Management Plan found at <http://www.dallascityhall.com> in September 2003.
- (40) *City of Dallas Water Utilities Department: "City of Dallas Water Conservation Plan," adopted by the City Council, Dallas, September 1999.
- (41) *City of Fort Worth: "Water Conservation plan for the City of Fort Worth," Fort Worth, August 1999.
- (42) Updates to the City of Fort Worth water conservation plan found at <http://ci.fort-worth.tx.us> in September 2003.
- (43) *City of Fort Worth: "Emergency Water Management Plan for the City of Fort Worth," Fort Worth, August 19, 2003.
- (44) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, February 2000.
- (45) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for Brown County Water Improvement District No. 1, Fort Worth, August 1999.
- (46) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for the Sabine River Authority of Texas, Fort Worth, September 1994.
- (47) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, June 1998.
- (48) HDR Engineering, Inc.: "Water Conservation Plan for the City of Corpus Christi," adopted by the City of Corpus Christi City Council, August 24, 1999.
- (49) City of Houston's water conservation plan downloaded September 2003 from <http://www.cityofhouston.gov>
- (50) City of Houston: "Ordinance N. 2001-753, Amending Chapter 47 of the Code of Ordinances Relating to Water Emergencies," Houston, August 2001.
- (51) City of Houston: "Ordinance No. 98-764, Relating to Water Conservation," Houston, September 1998.
- (52) City of Houston: "Water Conservation Plan," 1998.
- (53) City of Houston: "Water Emergency Response Plan," Houston, July 15, 1998.

- (54) City of Lubbock: "Water Conservation Plan," ordinance number 10177 adopted by the City Council in August 1999.
- (55) City of El Paso Water Conservation Ordinance downloaded August 14, 2003 from <http://www.epwu.org/ordinance.html>
- (56) San Antonio Water System: "Water Conservation and Reuse Plan," San Antonio, November 1998 with June 2002 updates.
- (57) North Texas Municipal Water District: "District Policy No. 24 Water Conservation Plan Containing Drought Contingency Plan," adopted August 1999.
- (58) GDS Associates, Inc.: "Water Conservation Study," prepared for the Texas Water Development Board, Fort Worth, 2002.
- (59) A & N Technical Services, Inc.: "BMP Costs & Savings Study: A Guide to Data and Methods for Cost-Effectiveness Analysis of Urban Water Conservation Best Management Practices," prepared for The California Urban Water Conservation Council, Santa Monica, California, July 2000.
- (60) *City of Dallas: "City of Dallas Ordinances, Chapter 49, Section 21.1," Dallas, October 1, 2001.

**APPENDIX B
WATER CONSERVATION UTILITY PROFILE
TO BE UPDATED**

APPENDIX C
NTMWD MEMBER CITY AND CUSTOMER ANNUAL WATER CONSERVATION REPORT
TO BE UPDATED

APPENDIX D WATER CONSERVATION INCENTIVE PROGRAM

The Water Conservation Incentive Program includes two components, as outlined below:

1. Free Water Conservation Items

The City of Plano offers residents free water conservation items that are available at the Customer and Utility Service counter from 8am to 5pm, Monday through Friday at the Municipal Center.

Following is the list of items available and a description of each item:

- Low-Flow Shower Head: This self-cleaning shower head features a non-aerating spray, meaning less temperature loss and hot water energy savings.
- Toilet Leak Detection Tablets: These dye tablets are used to check for a leak between the toilet tank and bowl.
- Toilet Flapper: Water treatment processes, toilet bowl cleaners, and high water pressure can cause replaceable toilet parts, such as the toilet flapper, to disintegrate. This item should be used to replace an existing toilet flapper if black “goo” is found to be present.
- Kitchen Faucet Aerator: By introducing air into the stream, this aerator provides an even spray pattern while saving water.
- Rain Gauge: This gauge assists the resident in determining how to adjust an outdoor irrigation schedule according to season and recent rainfall.
- Bathroom Faucet Aerator: By introducing air into the stream, the aerator provides an even spray pattern while saving water.

2. Water Conservation Rebate Program

Program Eligibility and Guidelines

Eligibility:

- Participant must currently own their home and have a City of Plano water utility account in good standing for the property where installation of qualifying item occurred.
- Eligibility is limited to residential homes only; commercial buildings are not eligible.
- To meet eligibility guidelines, items must be purchased from a retailer located within the City of Plano.
- The City of Plano reserves the right to terminate or modify the water conservation rebate program at any time.

Process:

- Resident mails receipt and application to City of Plano Water Conservation Rebate Program: 4200 W. Plano Parkway, Plano, TX 75093.
- Completed applications must be received by the City of Plano within 120 days of purchase of eligible water conserving item.
- Utility credits will be processed in the order they are received on a first-come first-served basis.

- The City issues a credit on resident's utility bill within 30 days of receipt of completed application.

WaterSense Approved, High Efficiency Toilets (HET's)

Eligibility:

- Only homes built in 1994 or earlier are eligible for the program.
- Only new, WaterSense® labeled high efficiency models of toilets (HET) will be eligible for utility credit.
- New high efficiency qualifying toilet (average of 1.28 gallons per flush) must replace an older, inefficient toilet (using greater than 1.6 gallons per flush). Residence must not already have low-flow or high efficiency toilets (HET's) installed.

Process:

- Resident must first purchase and install qualified toilet from local retailer.
- High Efficiency Toilet Rebate Applications are available online at www.livegreeninplano.com or www.plano.gov/waterrebates.
- Once installed, the resident must submit a copy of the receipt and application within 120 days of purchase date.
- Complete application will be sent to City of Plano Water Conservation Rebate Program: 4200 W. Plano Parkway, Plano, TX 75093.
- Credits will be issued to the utility bill for the following amounts:
 - \$100 for the first toilet
 - \$75 for the second toilet
 - \$50 for the third toilet
- If required documentation has not been provided, rebate will be denied.

Rain/Freeze Sensor

Eligibility:

- New irrigation systems are not eligible for this program.
- Irrigation system must not already have a rain and freeze sensor device installed.
- Only new rain and freeze sensors purchased from a retailer located within the City of Plano will be eligible for rebate. The City of Plano does not require an irrigation permit to retrofit an irrigation system for a rain and freeze sensor.

Process:

- Resident must select, purchase, and install rain/freeze sensor from a retailer within Plano.
- Rain/Freeze Sensor Rebate Applications are available online at www.livegreeninplano.com or www.plano.gov/waterrebates.
- Resident must mail in rebate application and proof of purchase no later than 120 days from date of purchase.
- If sensor is installed by licensed irrigation professional, resident must submit proof of installation, including license number of irrigation professional.

- Resident will send completed application to City of Plano Water Conservation Rebate Program: 4200 W. Plano Parkway, Plano, TX 75093
- The City of Plano will issue a \$50 water utility credit to resident's utility bill for the purchase and installation of a rain freeze sensor.
- If a licensed irrigation profession installed the device and proof of the installation including the irrigator's license number, then a total of \$75 water utility credit will be issued to the resident's utility bill.
- If required documentation has not been provided, rebate will be denied.



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:		April 28, 2014		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): D. Carter, ext. 7151				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, authorizing The Great Update Rebate program related to housing improvement financial incentives; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: FY 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	750,000	0	750,000
Encumbered/Expended Amount	0	-134,488	-0	-134,488
This Item	0	-615,512	0	-615,512
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
<p>COMMENTS: Revisions to the City of Plano's Chapter 380 Policy for Economic Development Incentives will enable the beginning of The Great Update Rebate program which will partially reimburse participating residential property owners for qualified improvements made to their property.</p> <p>STRATEGIC PLAN GOAL: Providing financial incentives to encourage residential property owners to improve their properties relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Approval of the resolution will authorize the expenditure of Neighborhood Reinvestment funds for The Great Update Rebate as part of the City's economic development strategy .				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo				
Resolution				

Date: April 2, 2014

To: Bruce D. Glasscock, City Manager
Frank Turner, Deputy City Manager

From: Christina Day, Director of Planning

Subject: The Great Update Rebate: Chapter 380 Authorization

In order to authorize the expenditure of public Neighborhood Reinvestment funds on private property, the City Council must find a public purpose. The associated resolution demonstrates the connection between the investment and purpose by finding that:

- The promotion of the redevelopment of existing housing stock in the City promotes economic development within the City and is essential for the continued economic growth of the City; and
- It is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and
- The promotion of the housing stock is a major contributing factor to the growth of the City, which in turn stimulates trade and commerce and reduces unemployment; and
- The well-being and economic growth of the Plano community benefits all its citizens; and
- Residential development and redevelopment will attract and encourage business relocation and expansion since businesses will look to the available housing stock to meet the needs of management and the work force.

Approval of this resolution will authorize the expenditure of Neighborhood Reinvestment funds for The Great Update Rebate as part of the City's economic development strategy.

Please let us know if you have questions or need additional information.

XC: Shanette Brown, Community Services Manager
Lori Schwarz, Comprehensive Planning Manager



A Resolution of the City Council of the City of Plano, Texas, authorizing The Great Update Rebate program related to housing improvement financial incentives; and providing an effective date.

WHEREAS, the City of Plano considers providing incentives in the form of grants, loans of monies and lending of personnel and services to stimulate economic development in Plano; and

WHEREAS, the Chapter 380 Policy for Economic Development Incentives is intended to develop and expand the local economy by promoting and encouraging the development and redevelopment of projects that enhance the City's economic base and that may also diversify and expand job opportunities; and

WHEREAS, the City of Plano may, pursuant to Texas Local Government Code Chapter 380, provide incentives, including grants related to the appearance, stability, upkeep, and maintenance of the City's more affordable housing stock to stimulate business and commercial activity in the City; and

WHEREAS, neither the Texas Local Government Code, Chapter 380, nor the Texas Constitution, Article III, Section 52-a, limit the type, kind or extent of incentives that may be provided by a city for the promotion of economic development; and

WHEREAS, the promotion of the redevelopment of existing housing stock in the City promotes economic development within the City and is essential for the continued economic growth of the City; and

WHEREAS, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

WHEREAS, the promotion of the housing stock is a major contributing factor to the growth of the City, which in turn stimulates trade and commerce and reduces unemployment; and

WHEREAS, the well-being and economic growth of the Plano community benefits all its citizens; and

WHEREAS, residential development and redevelopment will attract and encourage business relocation and expansion since businesses will look to the available housing stock to meet the needs of management and the work force; and

WHEREAS, these housing incentives will be administered as The Great Update Rebate program by City of Plano staff as authorized by the City Manager and funded through the City of Plano budget process.

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

Section I. The City Council hereby authorizes The Great Update Rebate program related to housing improvement financial incentives funded through Chapter 380 of the Texas Local Government Code, as outlined in Exhibit A attached hereto and incorporated herein for reference.

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

DULY PASSED AND APPROVED THIS THE 28TH DAY OF APRIL, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

DATE: April 15, 2014
TO: Shanette Brown, Community Services Manager
FROM: Christina Day, Director of Planning
RE: **The Great Update Rebate Implementation**

On April 14, 2014, the City Council acknowledged acceptance of program standards for The Great Update Rebate. The program should be implemented consistent with the following standards:

Eligible Properties –

- Single family houses, duplexes, townhouses and condominiums qualify
- House 35 years or older (latest build date 1979)
- Any occupancy and ownership qualifies (Owner-occupied, tenant-occupied, or vacant)
- Current taxes and insurance
- The County Appraisal District (CAD) appraised total value of the property must be less than or equal to 70% of the FHA single-family mortgage limit for Collin County for the current year. 2014 FHA limit of \$287,000 * 70% = \$200,900 maximum property value for 2014.



Eligible Improvements –

- Both interior and exterior improvements qualify, with exceptions noted below under "INELIGIBLE".
- Expenditures on the property update must total 10% or more of the CAD total value of the property. For example, a \$150,000 property must put \$15,000 into the property to qualify.
- Qualified updates may start only after notice to proceed from City.
- Complete within three months of start, although extensions are allowed with demonstrated need.
- Must result in a livable unit.
- Repairs to individual condominium units not covered by the property owner association.
- Landscaping is eligible only per plan approved by the City's Landscape Architect.

INELIGIBLE Improvements –

- New pools, hot tubs, spas and water features
- Any landscaping plan that includes the following:
 - Plants that are not native or naturalized (prefer [Texas Smartscape](#) plants).
 - Irrigation system that does not allow plants to become established under current water restrictions at the time of plan approval (may require drip irrigation or soaker hoses).
- Repair or replacement of sprinkler systems lacking digital controllers with functional rain and temperature sensors.
- Detached accessory structures
- Garage enclosures
- Carports
- Exterior improvements or other items covered by the HOA for condominium units

Rebate –

- \$5,000 limit per property per year
- 25% rebate on exterior improvements
- 10% rebate on interior improvements
- All improvements must be completed once agreement is signed, or the project is wholly disqualified. (No partial rebates.)



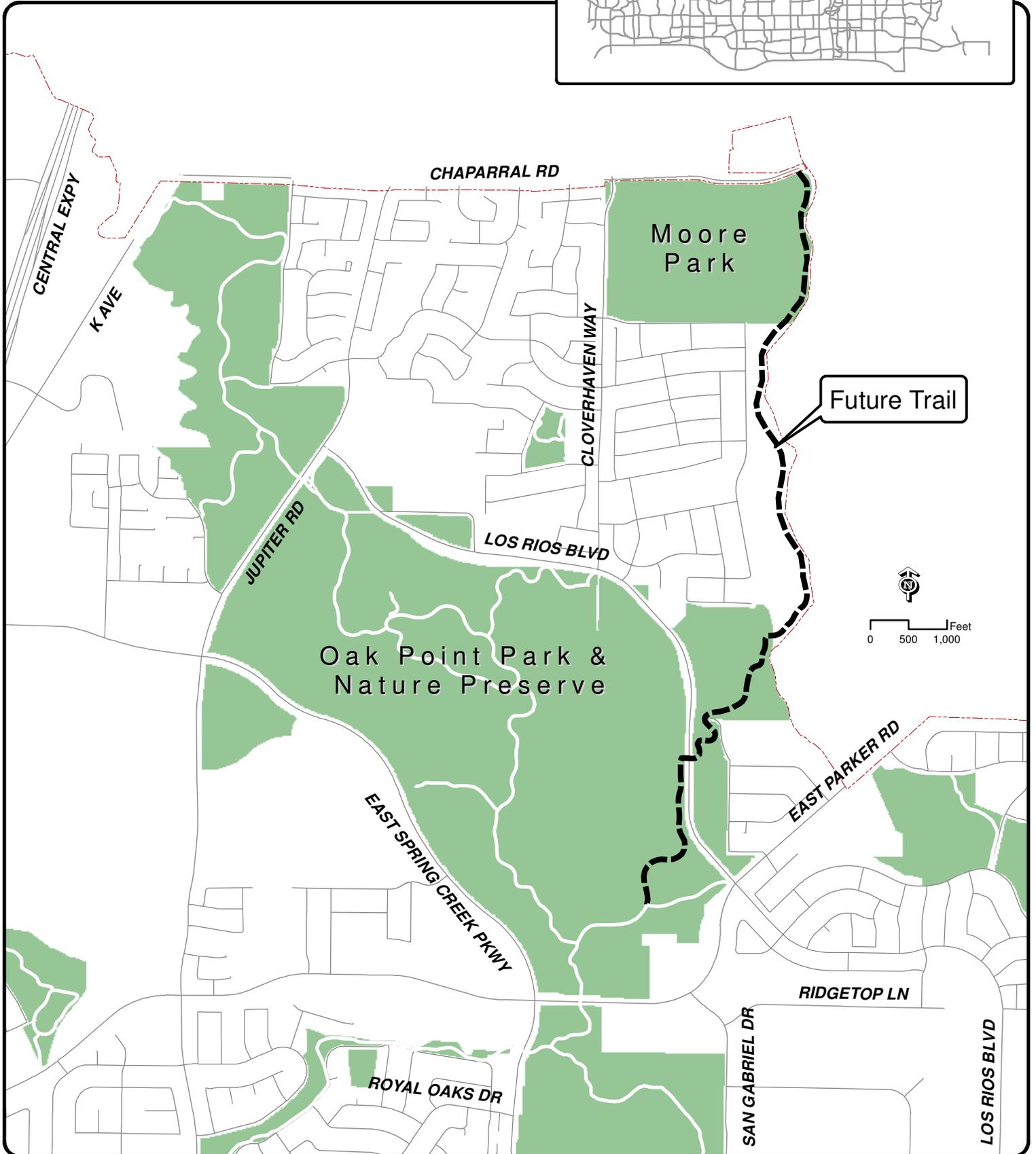
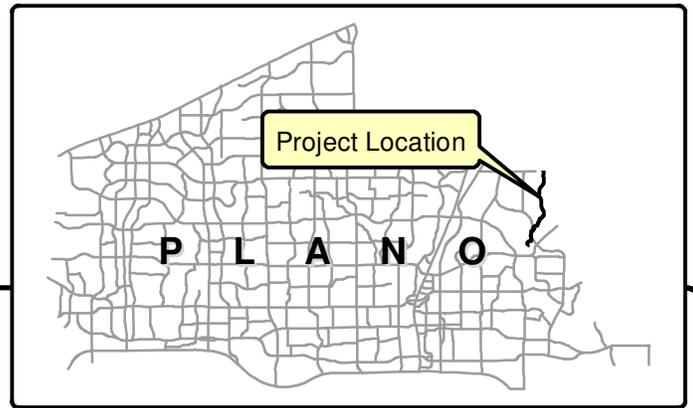
CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4/28/14		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, to certify funding and support for the 2014 Transportation Alternatives Program with the North Central Texas Council of Governments and the Texas Department of Transportation; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the North Central Texas Council of Governments and the Texas Department of Transportation for the purpose of participating in the 2014 Transportation Alternatives Program; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
<p>COMMENTS: This item has no financial impact.</p> <p>STRATEGIC PLAN GOAL: Preparing a grant application to request outside funding for trail improvements relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>This project funding request is for trail improvements along the Cottonwood Creek Greenbelt. The project includes approximately 1.85 miles of new 12 foot wide recreational trail connecting from Chaparral Road through Moore Park to existing trail in Oak Point Park and Nature Preserve. The connection is included in the Six Cities Trail Plan.</p> <p>Bond funds for this connection are available through the Parks and Recreation Capital Improvement Program. The project funding request is for \$1,440,000 to be supplemented by City funds in the amount of \$360,000.</p> <p>Project Location Map – http://goo.gl/maps/kpQ8M</p>				

List of Supporting Documents: Location Map Resolution	Other Departments, Boards, Commissions or Agencies

Location Map

Cottonwood Creek Trail Connection:
Chaparral to Oak Point Park & Nature Preserve



A Resolution of the City Council of the City of Plano, Texas, to certify funding and support for the 2014 Transportation Alternatives Program with the North Central Texas Council of Governments and the Texas Department of Transportation; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the North Central Texas Council of Governments and the Texas Department of Transportation for the purpose of participating in the 2014 Transportation Alternatives Program; and providing an effective date.

WHEREAS, the City of Plano seeks to apply for an Active Transportation project for a shared use path along Cottonwood Creek; and

WHEREAS, a shared use path is a facility for active transportation that makes non-motorized transport, safe, convenient and appealing within the City of Plano; and

WHEREAS, a shared use path will accomplish the intention of the City of Plano to implement the Bicycle Transportation Plan and Six Cities Trail Plan;

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

SECTION I. The City of Plano will apply for funding through the North Central Texas Council of Governments and the Texas Department of Transportation to make the necessary improvements.

SECTION II. The City of Plano will commit to the project's development, implementation, construction, maintenance, management, and financing.

SECTION III. The City of Plano will provide the required local match at 20 percent or greater of the total project cost, including being responsible for all non-federally fundable items and 100 percent of all overruns.

SECTION IV. The City of Plano hereby specifically authorizes the Director of Parks and Recreation to act for the City of Plano in dealing with the North Central Texas Council of Governments and the Texas Department of Transportation for the purpose of participating in the 2014 Transportation Alternatives Program and to make application for financial assistance; and the Director of Parks and Recreation is hereby officially designated as the representative in this regard.

SECTION V. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 28th day of April, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, 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:		4/28/2014			
Department:		Governmental Relations			
Department Head		Mark Israelson			
Agenda Coordinator (include phone #): Nancy Rodriguez X7510					
CAPTION					
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Public Right-of-Way Use Agreement by and between the City of Plano, Texas, and Tollway-121 Partners, Ltd, ("Company") a Texas limited partnership, duly organized and existing under the laws of the State of Texas; 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 checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2013-14 thru 2023-24	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	31,903	0	31,903
Encumbered/Expended Amount		0	0	0	0
This Item		0	1,780	21,018	22,798
BALANCE		0	33,683	21,018	54,701
FUND(s): GENERAL FUND					
<p>COMMENTS: Approval of this item will add additional Fiber Optic Franchise revenue in the amount of \$1,780 in FY 2013-14. This amount will be increased 3% annually thru FY 2023-24 for a total future amount of \$21,018. STRATEGIG PLAN GOAL: Approval of this Franchise revenue relates to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.</p>					
SUMMARY OF ITEM					
<p>This Resolution approves a Public Right-of-Way Use Agreement with Tollway-121 Partners, Ltd., for work that they will complete for Granite Properties.</p> <p>http://goo.gl/maps/UMTpY</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution, Public Right-of-Way Use Agreement					

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Public Right-of-Way Use Agreement by and between the City of Plano, Texas, and Tollway-121 Partners, Ltd, (“Company”) a Texas limited partnership, duly organized and existing under the laws of the State of Texas; 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 Public Right-of-Way Use Agreement by and between the City of Plano, Texas, and Tollway-121 Partners Ltd., a Texas limited partnership, (hereinafter called “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; 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, in his absence, an authorized designee is authorized to execute the Agreement 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, in his absence, an 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 on this the 28th day of April, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

PUBLIC RIGHT-OF-WAY USE AGREEMENT

This Agreement is made this the _____ day of _____, 2014, by and between the **City of Plano, Texas** ("City"), a Texas home rule municipal corporation, and **TOLLWAY-121 PARTNERS, LTD**, ("Company") a Texas limited partnership, duly organized and existing under the laws of the State of Texas.

RECITALS:

WHEREAS, Company desires to locate, place, attach, install, operate and maintain, subject to the terms of this Public Right-of-Way Use Agreement, five (5) four inch (4") conduits (hereinafter collectively called "Structure") under Granite Parkway, a public road located in Plano, Collin County, Texas, as shown on the attached Exhibit "A," for the purpose of connecting Company's telecommunications infrastructure between multiple buildings within the Granite Park Development;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Company agree as follows:

1. Definitions.

Capitalized terms used in this Agreement and not otherwise defined within this Agreement shall have the following meanings:

- (a) *Affiliate* shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.
- (b) *Company* shall mean Tollway – 121 Partners, Ltd., a limited partnership, only and shall not include any Affiliate or third party.
- (c) *City* shall mean the area within the corporate limits of the City of Plano, Texas, and the governing and administrative body thereof.
- (d) *Effective Date* shall mean the date of execution by the City.
- (e) *Person* shall mean an individual, corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust or any other form or business entity or association.
- (f) *Public Rights-of-Way* shall mean only those portions of the public rights-of-way and street crossings in the City identified in Exhibit "A" of this Agreement, which is attached hereto and hereby made a part of this Agreement for all purposes.

- (g) *PUC* shall mean the Texas Public Utility Commission.
- (h) *Structure* shall mean Company's five (5) telecommunication conduits to be located under Granite Parkway.

2. **Grant of Rights.**

2.1 **General Use of Public Rights-of-Way.**

Subject to the terms and conditions set forth in this Agreement, the City Charter, and the ordinances of the City, the City hereby grants Company a non-exclusive license to locate, place, attach, install, operate and maintain its Structure in the Public Rights-of-Way, as defined in Section 1 hereof. Company hereby acknowledges and agrees that the location, attachment, installation, operation, maintenance, removal, reattachment, reinstallation, relocation and/or replacement of Structure or any other structure or equipment constitutes an actual use of the Public Rights-of-Way, that the City has the right to manage and regulate the use of such Public Rights-of-Way, and that the City is entitled to recover reasonable compensation from Company on account of such use of the Public Rights-of-Way.

Both the City and Company ("Parties") hereby acknowledge and agree that this Agreement addresses only the use of the Public Rights-of-Way by Company to locate, place, attach, install, operate and maintain its Structure and does not grant Company or any Affiliate or contractor of the Company the use of the Public Rights-of-Way for any other reason. If Company, an Affiliate of Company, or any assignee, successor in interest or contractor of Company contends that Company, an Affiliate of Company, or any assignee, successor in interest or contractor of Company wishes to construct and/or install additional facilities in any of the City's public rights-of-way other than the Public Rights-of-Way defined in Section 1, Company shall first notify the City in writing and shall obtain a written permit or agreement for the use of the Public Rights-of-Way in that respect.

2.2 **Scope.** Any and all rights granted to Company under this Agreement, which shall be exercised at Company's sole cost and expense, shall be subject and subordinate to the prior and continuing right of City, its successors and assigns, to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other Person or Persons having the legal right to use such Public Rights-of-Way. In addition, any and all rights granted to Company under this Agreement shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record that may affect the Public Rights-of-Way. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Company a real property interest in land, including, but not limited to, any fee, leasehold interest, or easement. Any work performed by or on behalf of Company shall be subject to the prior and customary review and regulation by the City. Company shall not allow any

liens, including, but not limited to mechanic's or materialman's liens, to be enforced against City's premises by reason of any such work.

2.3 Non-exclusive. This Agreement and all rights granted to Company herein are strictly non-exclusive. The City reserves the right to grant other and future agreements, consents and franchises for the use of public rights-of-way in the City, including the Public Rights-of-Way used by Company pursuant to this Agreement, to other Persons as the City deems appropriate. This Agreement does not establish any priority for the use of the Public Rights-of-Way by Company or by any present or future franchisees, users or other permit holders. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to the City in the performance of its various functions, and thereafter, as between franchisees, users and other permit holders, as determined by the City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

2.4 Other Permits. This Agreement does not relieve Company of any obligation to obtain permits, licenses, and other approvals from the City necessary for the construction, repair, or maintenance of the Structure.

3. Term.

This License shall continue in force for a period of ten (10) years from the Effective Date and may thereafter be renewed for such time and upon such terms as the parties may then agree. If any law or agency rule or regulation is adopted that affects the City's ability or right to manage the Public Rights-of-Way, Company agrees to meet with the City and to negotiate with diligence and in good faith an agreement or amendment to this Agreement that reasonably resolves the City's and Company's concerns regarding such law or agency rule or regulation.

4. Fees and Payments.

4.1 Public Right-of-Way Use Fee. On the Effective Date, Company shall pay the City as compensation for its use of the Public Rights-of-Way annually, with the first payment being due within thirty (30) days following the Effective Date of this Agreement. Thereafter, payment shall be due annually on the anniversary of the Effective Date throughout the initial term and all renewal terms hereof and prorated for any partial term.

Company shall pay the City annually in advance, without prior notice or demand, without any abatement, setoff, reduction, deduction, counterclaim or recoupment whatsoever, the amount of One Thousand Seven Hundred Eighty and no/100 Dollars (\$1,780.00) which represents (i) One Dollar and Fifty Cents (\$1.50) per linear foot of the Public Rights-of-Way plus (ii) One Thousand Dollars (\$1,000.00) per public street crossing for a term of ten (10) years. Company hereby acknowledges and agrees that

the amount of this Right-of-Way Use Fee constitutes just and reasonable compensation to the City for Company's use of the Public Rights-of-Way as provided by this Agreement.

4.2 Payment Adjustment. The Payment shall be increased by three percent (3%) at the beginning of each year. The dollar increase shall be determined by multiplying the Payment (as previously adjusted) payable during the preceding Lease Year by three percent (3%). The sum of the dollar increase required by this multiplication plus the Payment (as previously adjusted) payable for and on account of the preceding Lease Year (i.e., one hundred three percent (103%)) of the prior Year's Payment shall be the Rent Payment for the Year of the adjustment.

4.3 Other Payments. In addition to the Right-of-Way Use Fees, Company shall pay the City all sums that may be due the City for property taxes, license fees, permit fees, or other taxes, charges or fees that the City may from time to time impose.

4.4 Interest. All sums due the City under this Agreement that are not paid when due shall bear interest at the rate of ten percent (10%) per annum, computed monthly.

4.5 Company acknowledges that it understands that this Agreement and the fee charged in Section 4.1 above relate only to the structure and Public Rights-of-Way specifically identified in Exhibit "A." Additional structures or street crossings shall require a new license and an additional fee.

5. Use of Public Rights-of-Way

5.1 Construction and Maintenance. In all matters relating to this Agreement, Company shall comply with the City of Plano Right-of-Way Management Ordinance, as adopted by Ordinance No. 2006-10-14 and as amended, and all other pertinent laws, rules, and regulations of the City and the State of Texas. Approval by City of this Agreement shall not constitute a warranty by City that Company's plans conform with federal, state and/or local codes and regulations applicable thereto. Company shall comply with all laws or ordinances of the City of Plano, including, but not limited to those relating to building and excavation permits.

5.2 Work by Others; Alterations Required if Needed to Conform with Public Improvements. The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid sanitary sewer, gas, water, electric, telephone and television cable and other pipelines or cables and conduits and to do and permit to be done any underground and overhead installation that may be deemed necessary or proper by the governing body of the City in, across, along, over or under any of Company's Public Rights-of-Way and to change any curb or sidewalk or the grade of any street. In permitting such work to be done, the City shall not be liable to Company, except for the intentional or grossly negligent acts of the City's employees, licensees, contractors or subcontractors for any damages so caused. The City shall not

be liable to Company for any other damages; provided, however, nothing herein shall relieve any other person or corporation from any liability for damage to the facilities or the Structure.

5.3 Testing. Company shall cooperate with City in making any test or tests it requires of any installation or condition that, in its reasonable judgment, may have adverse effects on any of the facilities of the City. All costs incurred by the test(s), or any corrections thereof, shall be borne by Company.

5.4 Location, Use or Purpose Changes. No change in the location, use or purpose of the Public Rights-of-Way shall be made by Company without City's written approval.

6. Miscellaneous Obligations of Company.

6.1 Removal of Structure. Upon the termination or expiration of this Agreement, Company's right to use Public Rights-of-Way under this Agreement shall cease and Company shall immediately discontinue use of the Structure. Within six (6) months following such termination or expiration and in accordance with directions from the City, Company shall remove the Structure, including, but not limited to, all supporting infrastructure and other appurtenances, fixtures or property from the Public Rights-of-Way. If Company has not removed all Structure facilities and equipment from the Public Rights-of-Way within six (6) months following termination or expiration of this Agreement, the City may deem all of the Company's Structure facilities and equipment remaining in the Public Rights-of-Way abandoned and, at the City's sole discretion, (i) take possession of and title to such property; and/or (ii) take any and all legal action necessary to compel Company to remove such property.

Within six (6) months following termination or expiration of this Agreement, Company shall also restore any property, public or private, that is disturbed or damaged by removal of the Structure. If Company has not restored all such property within this time, the City, at the City's sole discretion, may perform or have performed any necessary restoration work, in which case Company shall, within ten (10) days following receipt of an itemized invoice, reimburse the City for any and all costs incurred in performing or having performed such restoration work.

7. Indemnification and Insurance.

7.1 Disclaimer of Liability. **EXCEPT DUE TO THE INTENTIONAL OR GROSSLY NEGLIGENT ACT OR OMISSION OF THE CITY, THE CITY SHALL NOT AT ANY TIME BE LIABLE FOR ANY INJURY OR DAMAGE OCCURRING TO ANY PERSON OR PROPERTY FROM ANY CAUSE WHATSOEVER THAT ARISES OUT OF THE ATTACHMENT, INSTALLATION, OPERATION, MAINTENANCE, REMOVAL, REATTACHMENT, REINSTALLATION, RELOCATION AND/OR REPLACEMENT OF THE STRUCTURE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, USE, OPERATION, CONDITION OR DISMANTLING OF THE STRUCTURE.**

NOTWITHSTANDING ANY OTHER TERM OR PARAGRAPH HEREIN, CITY EXPRESSLY RETAINS, AND DOES NOT WAIVE, ALL GOVERNMENTAL IMMUNITIES AND OTHER DEFENSES TO WHICH IT MAY BE ENTITLED UNDER TEXAS LAW.

7.2 Indemnification. COMPANY SHALL PROVIDE TO THE CITY THE INDEMNIFICATION SET OUT IN THE CITY'S RIGHT-OF-WAY MANAGEMENT ORDINANCE, ORDINANCE NO. 2006-10-14, AND AS AMENDED. COMPANY FURTHER RELEASES AND INDEMNIFIES THE CITY FROM AND AGAINST ANY AND ALL LIABILITY, COST AND EXPENSE, INCLUDING ATTORNEY'S FEES, FOR LOSS OF OR DAMAGE TO THE CITY'S PROPERTY AND FOR INJURY TO OR DEATH OF PERSONS (INCLUDING, BUT NOT LIMITED TO, THE PROPERTY AND EMPLOYEES OF EACH OF THE PARTIES HERETO) WHEN ARISING OR RESULTING FROM A BREACH OF THIS AGREEMENT BY COMPANY, WHETHER OR NOT CAUSED OR CONTRIBUTED TO BY ANY ACT OR OMISSION, NEGLIGENCE OR OTHERWISE, OF ANY EMPLOYEE OR AGENT OF CITY, EXCEPT FOR INTENTIONAL OR GROSSLY NEGLIGENT ACTS OF CITY'S EMPLOYEES OR AGENTS.

7.3 Assumption of Risk. COMPANY HEREBY UNDERTAKES AND ASSUMES, FOR AND ON BEHALF OF COMPANY, ITS OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS, AGENTS AND EMPLOYEES, ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CONTROLLED PROPERTY OR FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE PUBLIC RIGHTS-OF-WAY. IN ADDITION, COMPANY HEREBY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE CITY FOR ANY PERSONAL INJURY OR PROPERTY DAMAGES INCURRED OR ASSERTED BY COMPANY OR ANY OF ITS EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, AND ARISING FROM THE ATTACHMENT, INSTALLATION, OPERATION, MAINTENANCE, CONDITION, REMOVAL, REATTACHMENT, REINSTALLATION, RELOCATION AND/OR REPLACEMENT OF THE STRUCTURE UNLESS DUE TO THE INTENTIONAL OR GROSSLY NEGLIGENT ACT OF CITY.

7.4 Insurance. Company shall comply with the insurance requirements set out in the City's Right-of-Way Management Ordinance, Ordinance No. 2006-10-14, and as amended.

8. Termination. This Agreement shall terminate:

- A. at the end of the term provided for in Section 3 above;
- B. upon abandonment of the Public Rights-of-Way or discontinuance of use thereof;

C. upon failure of Company to correct any default under this Agreement after expiration of the applicable cure period as set out in Section 9 and 10 below.

9. **Defaults.**

The occurrence at any time during the term of this Agreement of one or more of the following events shall constitute an “Event of Default” under this Agreement:

9.1 **Failure to Pay Right-of-Way Use Fees.** An Event of Default shall occur if Company fails to pay any Right-of-Way Use Fee on or before the respective due date.

9.2 **Breach.** An Event of Default shall occur if Company materially breaches or violates any of the terms, covenants, representations, or warranties set forth in this Agreement or fails to perform any duty or obligation required by this Agreement.

9.3 **Bankruptcy, Insolvency or Receivership.** An Event of Default shall occur if Company (i) files a voluntary petition in bankruptcy; (ii) is adjudicated insolvent; (iii) files any petition or fails to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; (iv) seeks, consents to or acquiesces in the appointment of any trustee, receiver, master, custodian, or liquidator of Company, any of Company’s property or revenues, issues, earnings or profits thereof; (v) makes an assignment for the benefit of creditors; or (vi) fails to pay Company’s debts generally as they become due.

9.4 **Violations of the Law.** An Event of Default shall occur if Company violates any existing or future federal, state or local laws or any existing or future ordinances, rules and regulations of the City; provided, however, that no Event of Default shall be deemed to occur or exist during the pendency of any legal action concerning that particular event of default which the City or Company may initiate against the other under or in connection with such law, ordinance, rule or regulation.

10. **Uncured Defaults and Remedies.**

10.1 **Notice of Default and Opportunity to Cure.** If an Event of Default occurs, the City shall provide Company with written notice and shall give Company the opportunity to cure such Event of Default. For an Event of Default that can be cured by the immediate payment of money to the City, Company shall have thirty (30) calendar days from the date it receives written notice from the City to cure the Event of Default. For any other Event of Default, Company shall have sixty (60) calendar days from the date it receives written notice from the City to cure the Event of Default. If any Event of Default is not cured within the time period specified herein, such Event of Default shall, without further notice from the City, become an “Uncured Default” and the City immediately may exercise the remedies provided in Section 10.2.

10.2 Remedies for Uncured Defaults. Upon the occurrence of an Uncured Default, the City shall be entitled to exercise, at the same time or at different times, any of the following remedies, all of which shall be cumulative and without limitation to any other rights or remedies the City may have:

10.2.1 Termination of Agreement. Upon the occurrence of an Uncured Default, the City may terminate this Agreement immediately upon written notice to Company. Upon such termination, Company shall forfeit all rights granted to it under this Agreement, and, except as to Company's unperformed obligations and existing liabilities as of the date of termination, this Agreement shall automatically be deemed null and void and shall have no further force or effect, except as specified herein. Company shall remain obligated to pay, and the City shall retain the right to receive, Right-of-Way Use Fees and any other payments due up to the date of termination. Company shall comply with the provisions of Section 6.1 of this Agreement, which shall survive the termination of the Agreement. The City's right to terminate this Agreement under this Section does not and shall not be construed to constitute any limitation on the City's right to terminate this Agreement for other reasons as provided by and in accordance with this Agreement.

10.2.2. Legal Action Against Company. Upon the occurrence of an Uncured Default, the City may commence against Company an action at law for monetary damages or in equity for injunctive relief or specific performance of any of the provisions of this Agreement that, as a matter of equity, are specifically enforceable.

11. **Provision of Information.**

Company shall provide copies of all documents that affect this Agreement and that Company files with or sends to the PUC and, upon the City's request, copies of records that affect this Agreement and that Company is required to maintain under PUC regulations.

12. **Assignment of Agreement.**

The rights granted by this Agreement inure to the benefit of Company. Except to an Affiliate of the Company, Company shall not (i) assign, transfer, sell, or otherwise convey any of its rights, privileges, duties or interests as granted to Company by this Agreement; or (ii) lease to any Person or allow use by any Person other than Company all or any portion of its Structure unless (a) Company first notifies the City in writing; (b) Company obtains the City's advance written consent, which consent shall not unreasonably be withheld; and (c) such Person enters into a written agreement with the City relating to that Person's use of the Public Rights-of-Way, including terms for any compensation that the City may charge for such use. In the event Company assigns or transfers the Agreement to an Affiliate of Company, Company shall provide City with written notice thereof.

13. **Notices.**

13.1 All notices that shall or may be given pursuant to this Agreement shall be in writing and delivered or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile transmission, if a hard copy of the same is followed by delivery through the U.S. mail or by overnight delivery service as just described, addressed as follows:

If to the City:

City of Plano

Attn: Office of Policy and Government Affairs
P.O. Box 860358
1520 Avenue K, Suite 320
Plano, TX 75086-0358
Fax Number (972) 423-9587

With a copy to:

City of Plano

Attn: City Attorney
P.O. Box 860358
1520 Avenue K, Suite 340
Plano, TX 75086-0358
Fax Number (972) 424-0099

If to Company:

Tollway – 121 Partners Ltd.

ATTN: David R. Cunningham
c/o Granite Properties, Inc.
5601 Granite Parkway, Suite 800
Plano, Texas 75024
Fax Number (972) 731-2311

13.2 **Date of Notices; Changing Notice Address.** Notices shall be deemed to have been given three (3) days after deposit in the mail; or the next day in the case of facsimile or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

14. **No Waiver.**

The failure of the City to insist upon the performance of any term or provision of this Agreement or to exercise any rights that the City may have, either under this

Agreement or the law, shall not constitute a waiver of the City's right to insist upon appropriate performance or to assert any such right on any future occasion.

15. **Miscellaneous Provisions.**

15.1 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

15.2 Severability of Provisions. If any one or more of the Provisions of this Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such Provision(s) shall be deemed severable from the remaining Provision(s) of this Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement.

15.3 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Texas, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that venue for the trial of such action shall be vested exclusively in a court of competent jurisdiction located in Collin County, Texas.

15.4 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold consent.

15.5 Waiver of Breach. The waiver by either party of any breach or violation of any Provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other Provision of this Agreement.

15.6 Representations and Warranties. Each of the parties to this Agreement represent and warrant that at the time of signing of this Agreement it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

15.7 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

15.8 No Third Party Beneficiaries. This Agreement is for the benefit of Company, any transferee or assignee in accordance with the provisions contained herein, and the City, and not for the benefit of any third party. No Provision of this Agreement shall be construed as creating any third party beneficiaries.

15.9 Force Majeure. City and Company shall not be required to perform any covenant or obligation in this Agreement, nor be liable to the other in damages, so long as the cause of such failure to perform, or delay in performance, is caused or prevented by an act of God or force majeure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate the day and year first above written.

LICENSOR:
CITY OF PLANO, TEXAS,
A Home Rule Municipal Corporation

By Authority of Resolution
No. _____

By: _____
Bruce D. Glasscock
City Manager

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

LICENSEE:
Tollway – 121 Partners, Ltd.
A Texas Limited Partnership,

By: Granite Properties, Inc,
Its General Partner

By: Sheryl Troiani
Title: Director of Accounting

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2014, by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

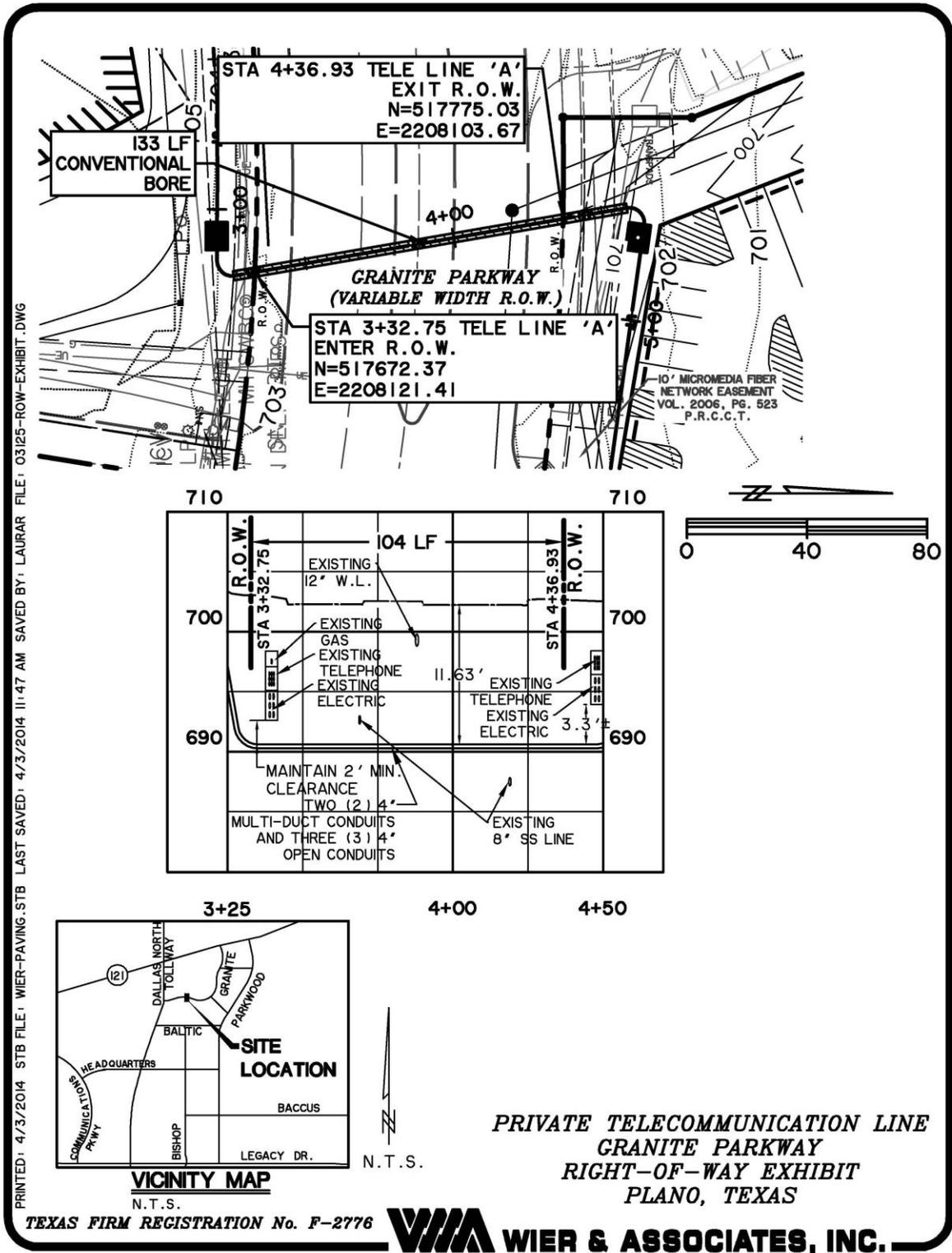
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2014, by Sheryl Troiani, Director of Accounting of Granite Properties, Inc., a Texas Corporation, General Partner of **Tollway – 121 Partners, LTD.**, a Texas limited partnership, on behalf of said corporation and limited partnership.

Notary Public in and for
The State of _____

Exhibit "A"



PRINTED: 4/3/2014 STB FILE: WIER-PAVING-STB LAST SAVED: 4/3/2014 11:47 AM SAVED BY: LAURAR FILE: 0325-ROW-EXHIBIT.DWG

**PRIVATE TELECOMMUNICATION LINE
GRANITE PARKWAY
RIGHT-OF-WAY EXHIBIT
PLANO, TEXAS**

TEXAS FIRM REGISTRATION No. F-2776

WIA WIER & ASSOCIATES, INC.



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:		04/28/2014			
Department:		Technology Services - Radio Shop			
Department Head		David Stephens			
Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247					
CAPTION					
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Agreement by, between, and among the City of Plano, the City of Allen, and the City of The Colony, acting by and through their respective duly authorized officials, for the purpose of providing and procuring dispatch center support resources, personnel, and equipment in accordance with the terms and conditions of the Agreement; 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 checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2013-14, 2014-15, 2015-16, 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	14,656	43,967	58,623
Encumbered/Expended Amount		0	0	0	0
This Item		0	3,095	22,287	25,382
BALANCE		0	17,751	66,254	84,005
FUND(S): INTERGOVERNMENTAL RADIO FUND					
<p>COMMENTS: Approval of this item will result in additional total estimated revenues of \$3,095 for 2013-14, and \$22,287 for future years, for a total of \$25,382, through September 30, 2017. Plano's total additional revenue share is projected at \$16,291, while Allen is projected to receive \$8,461.</p> <p>STRATEGIC PLAN GOAL: Interlocal agreements for the use of the Allen and Plano Radio Communications System relate to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>					
SUMMARY OF ITEM					
<p>Staff requests Council approval of an Agreement by, between and among the City of Plano, the City of Allen and the City of The Colony for Dispatch Center Support and Services. (City of Plano Tracking #2014-209-l)</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution and Agreement					

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Agreement by, between, and among the City of Plano, the City of Allen, and the City of The Colony, acting by and through their respective duly authorized officials, for the purpose of providing and procuring dispatch center support resources, personnel, and equipment in accordance with the terms and conditions of the Agreement; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

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

WHEREAS, the Cities of Plano and Allen maintain a radio communications system (the “System”) for the purpose of providing communications in support of their governmental operations, and the City of The Colony has entered into an agreement to use certain portions of the System for its governmental operations and has established a dispatch center connected to the System located at 5151 N. Colony Boulevard, The Colony, TX 75076; and

WHEREAS, the Cities of Plano, Allen, and The Colony, having determined that use of the System in support of their respective governmental operations furthers the public health and welfare and enhances the efficiency and effectiveness of local government, desire to enter into an Agreement whereby dispatch center support and service for the System is provided to the City of The Colony in exchange for specified consideration, 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 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 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 interest of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his 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 28th day of April, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**AGREEMENT BETWEEN THE CITIES OF ALLEN AND PLANO AND
THE CITY OF THE COLONY
FOR
DISPATCH CENTER SUPPORT AND SERVICE**

The CITIES OF PLANO, TEXAS, AND ALLEN, TEXAS, both Texas home-rule municipalities (hereinafter referred to as "Cities"), and the CITY OF THE COLONY, TEXAS, a Texas home-rule municipality (hereinafter referred to as "The Colony"), agree as follows:

WHEREAS, the Cities and The Colony are political subdivisions within the State of Texas, each of which engages in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the Interlocal Cooperation Act under Chapter 791 of the Texas Government Code (the "Act") provides authority for local governments of the State of Texas to enter into Interlocal agreements with each other regarding governmental functions and services as set forth in the Act; and

WHEREAS, the Cities jointly own, operate, and maintain the radio communications system exclusive of the radios owned individually by each participating city (hereinafter referred to as "System") for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, The Colony has entered into an Agreement to use certain portions of the System for its governmental operations ("the System Agreement") and has established a dispatch center connected to the System at 5151 N. Colony Blvd, The Colony, TX 75056 (hereinafter referred to as "the Dispatch Center"); and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting parties; and

WHEREAS, The Colony and the Cities have current funds available to satisfy any fees and costs required pursuant to this Agreement; and

WHEREAS, The Colony desires to have technical support and onsite infrastructure response for the Dispatch Center provided by the Cities;

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

Article I. TERM

The term of this Agreement shall begin on February 1, 2014, and shall continue until such time as terminated by either party in accordance with Article VI of this Agreement.

Article II. OBLIGATIONS OF THE COLONY

Section 2.01 The Colony shall use the System in accordance with the Systems

Agreement to provide integration of communications by The Colony between its users on the System for governmental operations.

Section 2.02 The Colony will purchase technical support services from Motorola Solutions, Inc., and will authorize the City of Plano's radio support personnel to be listed as authorized users who may contact Motorola Solutions, Inc. on behalf of The Colony in connection with the services provided under this Agreement.

Section 2.03 If service is needed, The Colony will contact the City of Plano's radio support personnel at the following numbers:

Monday-Friday, 7:00 a.m. to 4:00 pm.	972-941-7940
All other times	972-941-7912

The Cities agree to provide The Colony with written notice in advance of any changes to the phone number(s).

Article III. OBLIGATIONS OF CITIES

Section 3.01 The Cities will provide on-site technical support and infrastructure response on a 24hour/7 days per week/365 days per year basis to The Colony's Dispatch Center located at 5151 N. Colony Blvd., The Colony, Texas 75056.

Section 3.02 The support provided shall consist of technical services only. No parts will be provided by the Cities, but parts purchased by The Colony from third parties may be used by the Cities to repair or maintain the dispatch equipment.

Section 3.03 This Agreement is limited to The Colony's radio equipment used to connect to the System and located at the Dispatch center only. The Colony's individual radios, programming, and vehicle repairs are not covered by this Agreement.

Section 3.04. The service provided for under this Agreement shall be provided by personnel from the City of Plano's Public Safety Communications Department. An on-call technician will respond to The Colony's telephonic request for support and response within one (1) hour of service request initiation by The Colony, and will arrive on site at the Dispatch Center within two (2) hours of service request initiation by The Colony.

Article IV. FEES

Section 4.01 The Colony shall pay \$7200 annually for the services provided hereunder by the Cities. Any partial-year service shall be prorated on a monthly basis, and payment will be made to the City of Plano.

Article V. PAYMENT DUE

The Colony agrees to pay the Cities the annual fees specified under Article IV within thirty (30) days of effective date of this Agreement, which will be the last

evidenced date of signature. All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective party.

Article VI. TERMINATION

Termination of this Agreement may occur by any of the following:

- (1) Either party may terminate this Agreement at any time by giving ninety (90) days' advance written notice. The Colony shall pay for all fees incurred through the effective date of termination, on a prorated monthly basis.
- (2) If the Cities permanently discontinue the operation of its System, the Cities shall provide written notice to The Colony of the discontinuation as soon as is reasonably practicable, and this Agreement shall terminate on the date of discontinuance without further notice, and any fees paid in advance will be reimbursed by the Cities to The Colony on a pro-rated basis.
- (3) If the Colony ceases to be a user of the System under the System Agreement, this Agreement shall be terminated as of the date of termination, subject to the advance notice requirements in paragraph (1) of this Article.

Article VII. RELEASE AND HOLD HARMLESS

To the extent allowed by law, each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each party is responsible for its proportionate share of liability, if any.

Article VIII. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall be deemed hereby to have waived, its sovereign immunity or any legal or equitable defense to any form of liability. The parties by entering into this Agreement do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

Article IX. ASSIGNMENT

The Colony agrees to retain control and to give full attention to the fulfillment of this Agreement; The Colony cannot assign or sublet this Agreement without the prior written consent of the Cities. Further, The Colony cannot sublet any part or feature of the work to anyone objectionable to the Cities. The Colony also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the Colony from its full obligations to the Cities as provided by this Agreement.

Article X. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Cities and The Colony, and supersedes all prior negotiations, representations and/or agreements, either written or oral, regarding the provision of the onsite infrastructure response and technical services to The Colony's Dispatch Center. The terms of the System Agreement are not affected hereunder, and shall continue unless otherwise modified in writing. The parties may amend this Agreement only by written instrument signed by The Colony and the Cities, except that execution of an amendment for assignment or subletting only requires the signature of the Cities.

Article XI. NOTICES

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

The Colony Representative:
City Manager
6800 Main Street
The Colony, TX 75056

Plano Representative:
Director, Public Safety
City of Plano
P.O. Box 860358
Plano, Texas 75086-0358

Allen Representative:
Police Chief
City of Allen
205 W. McDermott
Allen, Texas 75013

Article XII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Cities have executed this Agreement pursuant to duly authorized action of their respective City or Town Councils, (as applicable), on the dates indicated below.

Article XIII. SEVERABILITY

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

Article XIV. VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The

parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

Article XV. INTERPRETATION OF AGREEMENT

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

Article XVI. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

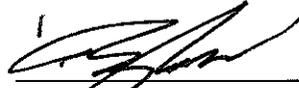
Article XVII. SUCCESSORS AND ASSIGNS

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

EXECUTED on the dates indicated below:

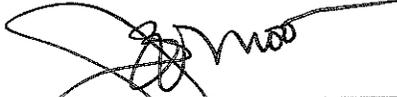
CITY OF THE COLONY, TEXAS

BY:



Troy Powell
City Manager

APPROVED AS TO FORM:



Jeff Moore, City Attorney

CITY OF PLANO, TEXAS

BY:

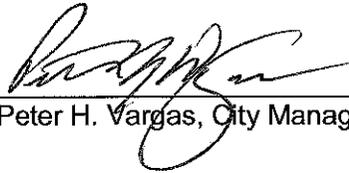
Bruce D. Glasscock
City Manager

APPROVED AS TO FORM:

Paige Mims, City Attorney

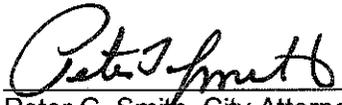
CITY OF ALLEN, TEXAS

BY:



Peter H. Vargas, City Manager

APPROVED AS TO FORM:



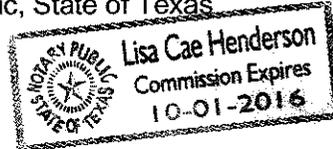
Peter G. Smith, City Attorney

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF ~~COLLIN~~ ^{Denton} §
§

This instrument was acknowledged before me on the 19 day of February, 2014, by **TROY POWELL**, City Manager of the **CITY OF THE COLONY, TEXAS**, a home-rule municipality, on behalf of such municipality.

Lisa Cae Henderson
Notary Public, State of Texas



STATE OF TEXAS §
COUNTY OF COLLIN §
§

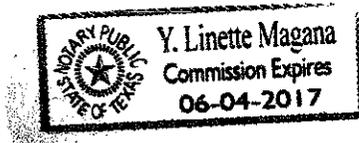
This instrument was acknowledged before me on the _____ day of _____, 2014, by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF COLLIN §
§

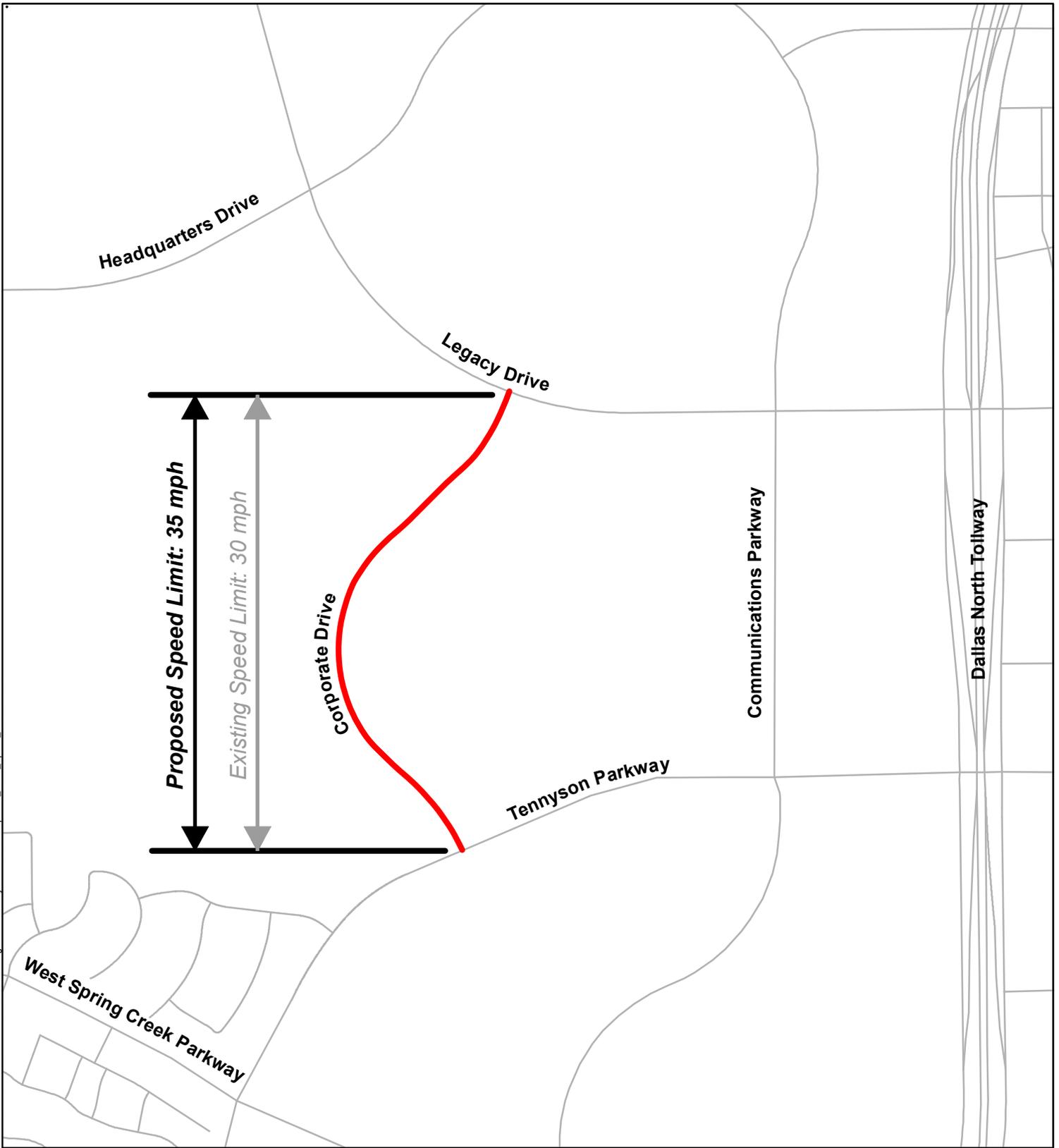
This instrument was acknowledged before me on the 12th day of March, 2014, by **PETER H. VARGAS**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on behalf of such Municipality.

Y. Linette Magana
Notary Public, State of Texas



CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		4/28/14			
Department:		Engineering			
Department Head		Jack Carr			
Agenda Coordinator (include phone #): Kathleen Schonke X-7198					
CAPTION					
<p>An Ordinance of the City Council of the City of Plano, Texas, amending Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Corporate Drive, International Parkway, Mapleshade Lane, and Midway 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 penalty 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:	2013-14	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: This item will alter the amount of revenue received by fines; however, at this time the additional or reduced amount of traffic fines to be collected is undeterminable.</p> <p>STRATEGIC PLAN GOAL: Setting appropriate speed limits on Plano city streets relates to the City's Goals of Safe Large City and Strong Local Economy.</p>					
SUMMARY OF ITEM					
<p>Based on studies performed by the Traffic Engineering Division, the proposed Ordinance establishes the speed limit on the newly constructed section of Mapleshade Lane at 35 miles per hour (MPH), amends the speed limit on Corporate Drive between Tennyson Parkway and Legacy Drive from 30 MPH to 35 MPH, amends the speed limit on International Parkway between West Plano Parkway and the west city limit from 30 MPH to 40 MPH, and amends the speed limit on the northbound lanes of Midway Road between the KCS Railroad right-of-way and International Parkway from 30 MPH to 40 MPH. The Traffic Engineering Division has prepared the attached Ordinance for City Council consideration and recommends approval of the Ordinance.</p> <p> https://maps.google.com/maps?q=International+Parkway,+Plano,+TX&hl=en&ll=33.015807,-96.838667&spn=0.00968,0.013711&sll=33.020251,-96.838646&sspn=0.038718,0.054846&hnear=International+Pkwy,+Plano,+Texas+75093&t=m&z=16 https://maps.google.com/maps?q=Mapleshade+Lane,+Plano,+TX&hl=en&ll=33.002329,-96.771011&spn=0.077452,0.109692&sll=33.015807,-96.838667&sspn=0.00968,0.013711&oq=maples&hnear=Mapleshade+Ln,+Plano,+Texas&t=m&z=13 https://maps.google.com/maps?q=Corporate+Drive,+Plano,+TX&hl=en&ll=33.002329,-96.771011&sspn=0.077452,0.109692&oq=corporate&hnear=Corporate+Dr,+Plano,+Texas+75024&t=m&z=15 </p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies:		
Ordinance			N/A		
Location Maps					

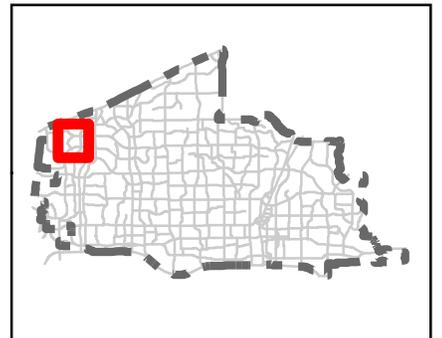
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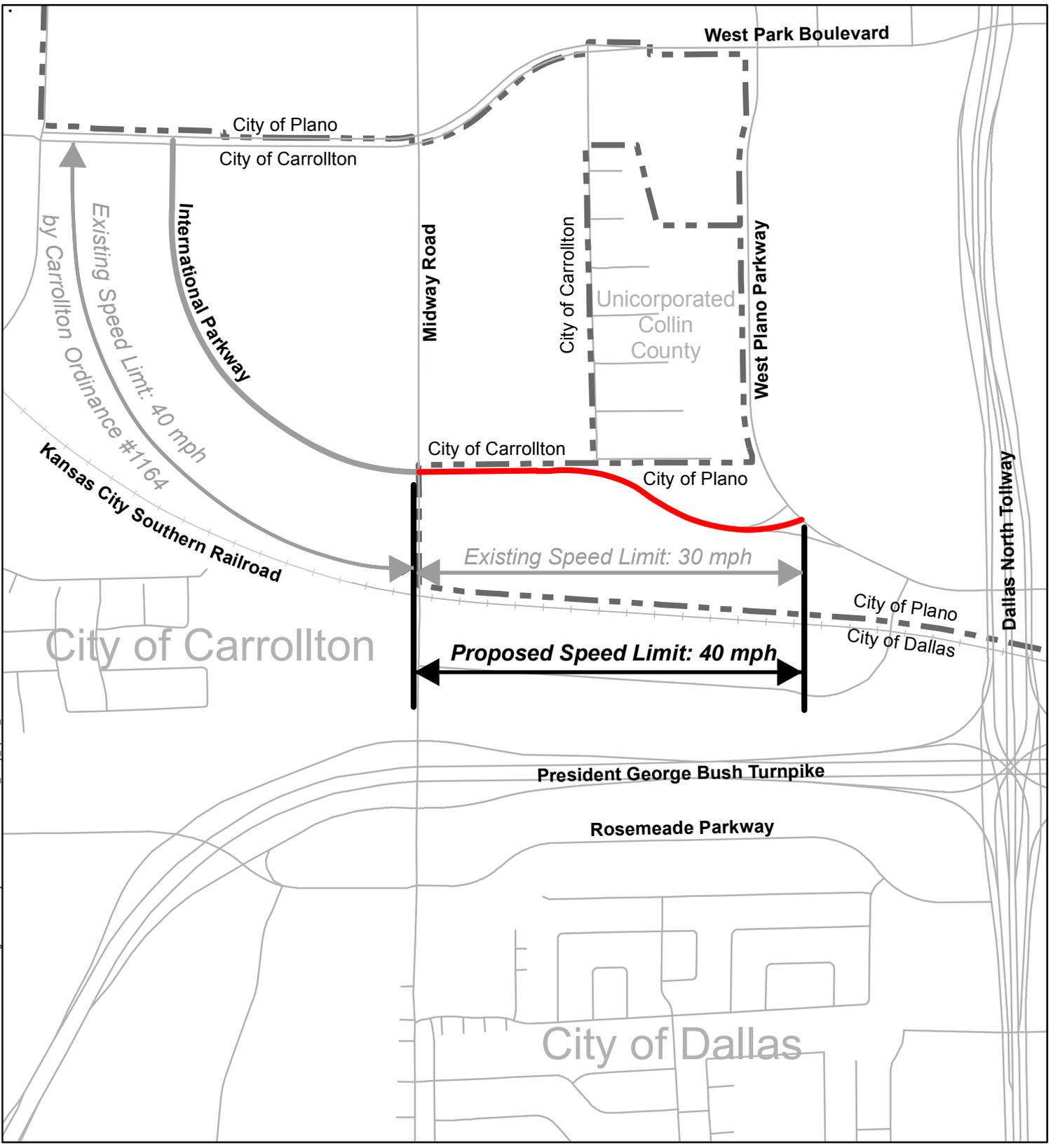
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Corporate Drive Speed Limit Map



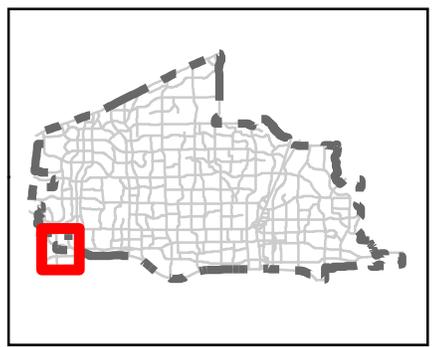
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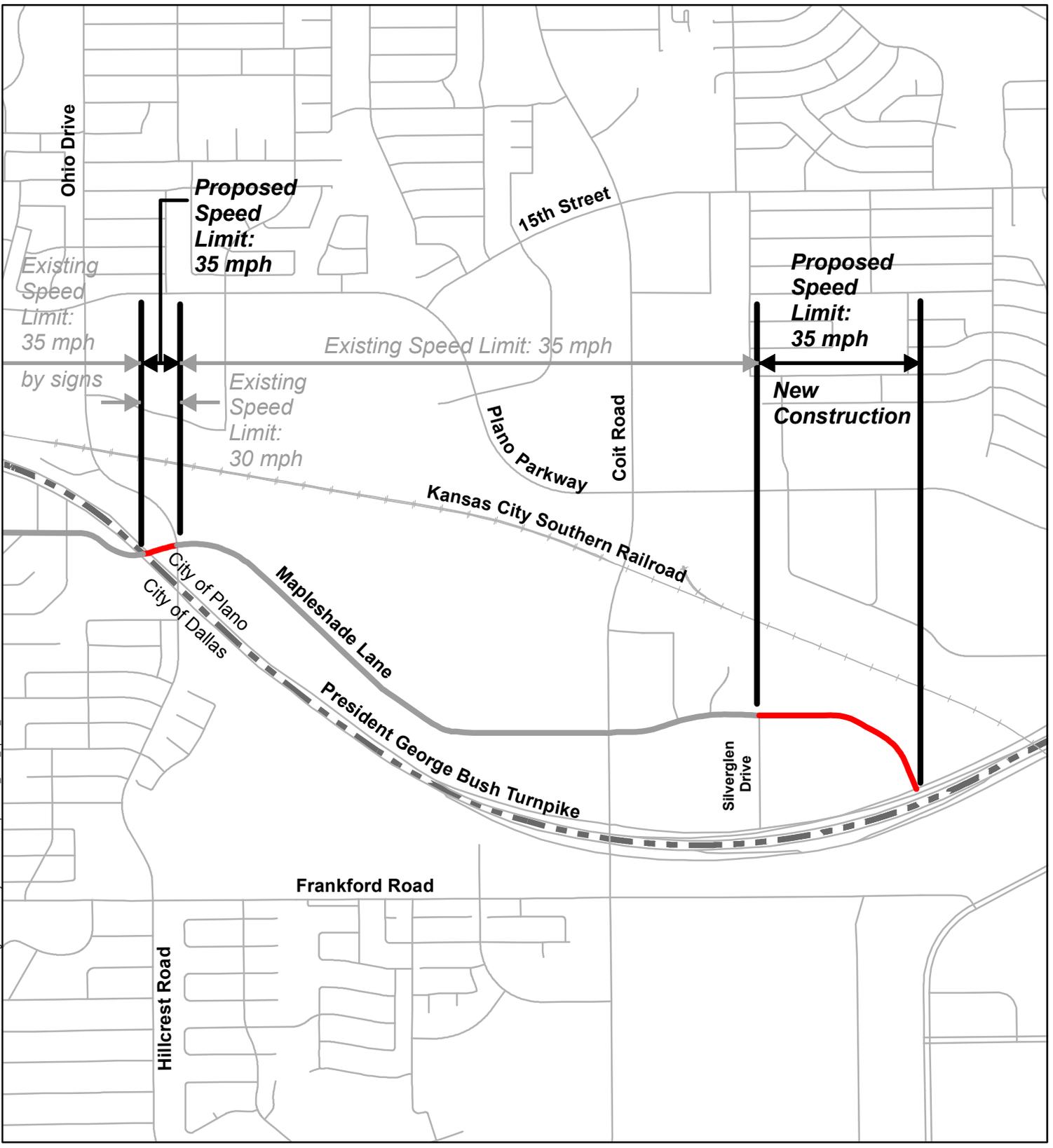
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International Parkway Speed Limit Map



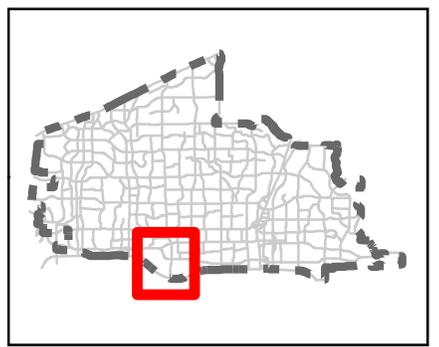
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0 375 750
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Mapleshade Lane Speed Limit Map



An Ordinance of the City Council of the City of Plano, Texas, amending Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Corporate Drive, International Parkway, Mapleshade Lane, and Midway 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 penalty 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 Corporate Drive, International Parkway, Mapleshade Lane, and Midway Road have been completed, and the City Council is of the opinion that the speed limits applicable to certain portions of these roadways should be altered.

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, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances is hereby amended by the repeal of the following Subsections:

“Mapleshade Lane:

- (1) Thirty-five (35) miles per hour along and upon Mapleshade Lane between Silverglen Drive and Ohio Drive.”

“Midway Road:

- (1) Forty (40) miles per hour along and upon Midway from its intersection with Park Boulevard (FM 544) to its intersection with Windhaven Parkway.

- (2) Forty (40) miles per hour along and upon Midway Road from its intersection with Windhaven Parkway to its intersection with Spring Creek Parkway.”

Section III. Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances is hereby amended by the addition of the following Subsections to read as follows:

“Corporate Drive:

- (1) Thirty-five (35) miles per hour along and upon Corporate Drive from its intersection with Tennyson Parkway to its intersection with Legacy Drive.”

“International Parkway:

- (1) Forty (40) miles per hour along and upon International Parkway from its intersection with West Plano Parkway to the west city limit line.”

“Mapleshade Lane:

- (1) Thirty-five (35) miles per hour along and upon Mapleshade Lane from its intersection with the State Highway 190 westbound frontage road to the south city limit line west of Ohio Drive.”

“Midway Road:

- (1) Forty (40) miles per hour along and upon the northbound lanes of Midway Road from its intersection with the north right-of-way line of the Kansas City Southern Railroad to its intersection with the north right-of-way line of International Parkway.
- (2) Forty (40) miles per hour along and upon Midway Road from its intersection with Park Boulevard to its intersection with Spring Creek Parkway.”

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 violation of the provisions or terms of this Ordinance by any person, firm, or corporation shall be a misdemeanor offense and shall be subject to a fine 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 upon its passage, publication as required by law and after all necessary signs have been installed.

DULY PASSED AND APPROVED this 28th day of April, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, 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:		04/28/2014		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Kim McFarland (974-769-4109)				
CAPTION				
<p>An Ordinance of the City Council of the City of Plano, Texas, amending Sections 21-53 through 21-60.2 of Article II, Division 4, Drought and Emergency Response Plan, of Chapter 21, Utilities of the Code of Ordinances of the City of Plano to identify the authority of the City to declare drought and emergency stages and applicable requirements, correct errors and inconsistencies, and providing a penalty clause, a savings clause, a severability clause, a repealer clause, publication clause and an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
<p>COMMENTS: This item has no immediate financial impact. STRATEGIC PLAN GOAL: Adopting a plan to outline Plano's response to a drought relates to the City's goal of Financially Strong City with Service Excellence .</p>				
SUMMARY OF ITEM				
<p>The Texas Commission on Environmental Quality requires that our Drought and Emergency Response Plan be updated every five years. The proposed Drought and Emergency Response Plan has minor changes from the existing plan.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Drought and Emergency Response Plan				

An Ordinance of the City Council of the City of Plano, Texas, amending Sections 21-53 through 21-60.2 of Article II, Division 4, Drought and Emergency Response Plan, of Chapter 21, Utilities of the Code of Ordinances of the City of Plano to identify the authority of the City to declare drought and emergency stages and applicable requirements, correct errors and inconsistencies, and providing a penalty clause, a savings clause, a severability clause, a repealer clause, a publication clause and an effective date.

WHEREAS, on October 26, 2009, the City Council of the City of Plano duly passed Ordinance No. 2009-10-18, adopting the Drought and Emergency Response Plan; and

WHEREAS, on August 22, 2011, the City Council of the City of Plano amended certain sections of the Drought and Emergency Response Plan by Ordinance No. 2011-8-15; and

WHEREAS, on April 23, 2012, the City Council of the City of Plano amended certain sections of the Drought and Emergency Response Plan by Ordinance No. 2012-4-13; and

WHEREAS, the Texas Commission on Environmental Quality requires that the Drought and Emergency Response Plan be updated every five years and the next update is due by May 1, 2014; and

WHEREAS, the City staff recommends that further amendments are necessary to the Drought and Emergency Response Plan to more accurately describe the plan, correct errors, and provide clarification; and

WHEREAS, the City staff further recommends that certain areas of the Drought and Emergency Response Plan be amended to provide options for the City Manager to impose certain requirements upon notification to the public; and

WHEREAS, the City Council of the City of Plano, after consideration of the recommendations of staff and all matters attendant and related thereto, is of the opinion that the recommended changes should be approved and adopted.

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

Section I. Division 4, Drought and Emergency Response Plan, Sections 21-53 through 21-60.2 of Article II, Water, Chapter 21, Utilities, of Plano Code of Ordinances is hereby amended to read in their entirety as follows:

"DIVISION 4: DROUGHT AND EMERGENCY RESPONSE PLAN

Sec. 21-53. Purpose and Scope

(a) The North Texas Municipal Water District (NTMWD) supplies treated water to the City of Plano, as well as other member cities and customers. A Model Water Resource

Management Plan and Model Water Conservation Plan were developed by NTMWD in accordance with the regulations and requirements of the Texas Administration Code ("TAC") and the Texas Commission on Environmental Quality ("TCEQ") and consultation with its member cities. The NTMWD Model Plans call for member cities and customers to adopt similar criteria and procedures for declaring a water emergency and implementing drought and emergency response stages as used by NTMWD. Member cities and customers may also adopt more stringent drought and emergency stages than NTMWD if conditions warrant. There is hereby established a City of Plano Drought and Emergency Response Plan (in this division collectively called "the Plan") to provide procedures for:

- (1) Conserving the available water supply in times of drought and emergency;
 - (2) Maintaining supplies for domestic water use, sanitation, and fire protection;
 - (3) Protecting and preserving public health, safety, and welfare;
 - (4) Minimizing the adverse impacts of water supply shortages; and
 - (5) Minimizing the adverse impacts of emergency water supply conditions.
- (b) The Plan applies to:
- (1) All persons and premises using water from the city's water system ("the system");
 - (2) All wholesale contract customers;

Sec. 21-54. Exemption

The governmental use of water for essential services such as police, fire, and emergency services which is necessary to preserve or protect the health, safety and welfare of the citizens of Plano is exempt from any and all restrictions or mandates set forth in the Plan.

Sec. 21-55. Definitions

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Athletic Fields" means a public sports competition field, the essential feature of which is turf grass, used primarily for organized sports practice, competition or exhibition events for schools, professional sports, or sanctioned league play.

"Central Controlled Irrigation Systems" means large scale, technically advanced systems used to water large or multiple sites from a central location. This "smart" technology can monitor and adapt system operation and irrigation run times in response to conditions in the system or surrounding areas, such as weather conditions, pipe breaks, etc. These systems may also be programmed to reduce flow rates or the amount of water applied to meet required reduction percentages and provide historical data or reports.

"City" refers to the City of Plano.

"City Manager" refers to the City Manager of the City of Plano or any other City of Plano public official designated by the City Manager to act on behalf of the City Manager.

"Customer" means a person, company or other entity connected to the City's water system and contracting with the City of Plano to receive potable water service.

"Drip Irrigation" means micro-irrigation with low volume (measured in gallons per hour) and low pressure release of water to a specific root zone through point source emitters or pressure compensating in-line drippers. This does not include micro-sprayers or misters.

"Even numbered address" refers to street addresses (e.g. 124 Plano Street) or box numbers ending in 0, 2, 4, 6, or 8.

"Foundation" means area that includes first 24" of soil from foundation slab.

"Fugitive water" refers to pumping, flow, release, escape, or leakage of any water from any pipe, valve, faucet, connection, diversion, well, from any water supply, transport, storage disposal or delivery system of a facility onto adjacent property or the public right-of-way.

"General emergency" means a condition in which the existing or projected water supply available to the city is not anticipated to meet the normal water requirements of metered water users. This condition may be the result of factors including, but not limited to, natural emergency conditions (i.e., drought, etc.) and/or a failure of the city's or its supplier's water distribution systems.

"High Use Areas" means publicly owned properties that have irrigated surfaces where there is a high volume of public use and where there may be a significant increase in risk and liability if surfaces are not minimally irrigated to mitigate safety hazards to users caused by lack of water.

"Irrigation System" means a site-specific system of delivering water, generally for landscape irrigation, via a system of pipes or other conduits installed below ground.

"Landscape" means natural plant materials around buildings or on grounds (i.e., trees, shrubbery, grasses and flowers) but excludes athletic fields and high use areas.

"Landscape beds" means plants and shrubs that are separated from turf.

"North Texas Municipal Water District" or "NTMWD" refers to the North Texas Municipal Water District.

"Odd numbered address" refers to street addresses (e.g. 123 Plano Street) or box numbers ending in 1, 3, 5, 7 or 9.

"Ornamental Fountains" means water features greater than 5 feet in diameter used for aesthetic or cosmetic purposes only that must use, or be refilled with, potable water.

This shall not include pond aerifiers and other water recycling devices used to mitigate stagnant conditions in lakes, ponds, or other natural bodies of water.

"Person" means owner, occupant, or person in control of the premises or a person authorized by the owner, occupant, or person in control of the premises.

"Plan" refers to the City of Plano's Drought and Emergency Response Plan, individually and/or collectively

"Plano" refers to the City of Plano or the City.

"Pond" refers to a still body of water with a surface area of five hundred (500) square feet or more.

"Potable water" means any public water supply which has been investigated and approved by the TCEQ as satisfactory for drinking, culinary and domestic purposes.

"Public Health and Safety" means such amount of water as necessary to sustain human life, reasonable standards of hygiene and sanitation, and fire suppression.

"Putting Green" means the ground that is specially prepared for putting. The putting green is typically defined by a fine bladed grass that requires an extremely high level of maintenance to provide a smooth surface for rolling the ball when putting.

"Soaker Hose" means a perforated or permeable garden-type hose that is laid above ground and provides irrigation at a slow and constant rate.

"Sprinkler" means an above ground irrigation device that may be attached to a garden hose or in-ground irrigation system. This includes spray heads, rotor heads, and oscillating devices.

"Swimming Pool" means any structure, basin, chamber, or tank, containing an artificial body of water for swimming, diving, or recreational bathing, and having a depth of two (2) feet or more at any point. Hot tubs, greater than five feet in width at any point are included in this definition.

"System" means the City of Plano water works system and shall include, but not be limited to, all reservoirs, storage tanks, elevated tanks, pipelines, pumps, hydrants, meters, valves, connections, engines, and all other property and machinery used in connection with the City's water works system.

"Tee Box" means the rectangular area considered the starting place for the hole to be played in the game of golf. The tee box is typically defined by a grass that requires a very high level of maintenance and mowed at a low height to provide a consistent surface to begin play on the hole.

"TCEQ" means the Texas Commission on Environmental Quality.

Sec. 21-56. Presumption

For purposes of enforcement of administrative remedies and criminal penalties under this ordinance, it shall be presumed that the person in actual control of the watering or irrigation devices for a premise is responsible for any violations of this ordinance. The requirement of a culpable mental state is expressly waived for any administrative or criminal penalty or remedy.

Sec. 21-57. Authority to Declare Water Emergency

(a) The City Manager may order the implementation of a drought and emergency response stage when one or more of the trigger conditions for that stage are met. The following actions will be taken when a drought and emergency response stage is initiated:

- (1) The public will be notified in accordance with Sec. 21-58.
- (2) NTMWD will be notified by e-mail with a follow-up letter or fax that provides details of the reasons for initiation of the drought and emergency response stage.
- (3) If any mandatory provisions of the drought and emergency response plan are activated, the City will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within five (5) business days.

(b) Drought and emergency response stages imposed by NTMWD action may be initiated by the City. The City Manager may decide not to order the implementation of a drought and emergency response stage even though one or more of the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for the decision should be documented.

(c) In the event of a city-wide emergency, the order shall be made by public announcement in the City within twenty-four (24) hours of implementation. In the event of an emergency of limited geographical extent, door-to-door notification shall be made by door hangers and/or in person.

Sec. 21-58. Notification and Termination of Water Emergency

(a) Notification of Water Emergency - The City will inform and educate the public about the drought and emergency response plan by the following means:

- (1) Preparing a bulletin describing the Plan and making it available at the City Municipal Center located at 1520 Avenue K and other appropriate locations.
- (2) Making the Plan available to the public through the City's web site.
- (3) Notifying local organizations, schools, and civic groups that staff are available to make presentations on the Plan (usually in conjunction with presentations on water conservation programs).

- (4) At any time that the Plan is activated or the drought and emergency response stage changes, the City will notify local media of the issues, the drought and emergency response stage (if applicable), and the specific actions required of the public including all imposed mandatory requirements that have been implemented. The information will also be publicized on the City's Web site and through social media outlets. Utility Bill inserts and direct mail to each utility customer will also be used as appropriate.

Sec. 21-59. Initiation and Termination of Drought and Emergency Response Stages

A drought is defined as an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources, in this case reservoirs, to be depleted. In the absence of drought response measures, water demands tend to increase during a drought due to the need for additional outdoor irrigation. The severity of a drought depends on the degree of depletion of supplies and on the relationship of demand to available supplies. The NTMWD considers a drought to end when all of its supply reservoirs refill to the conservation storage pool.

(a) Initiation of a Drought and Emergency Response Stage – The City Manager is authorized to initiate a drought and emergency response stage when one or more of the criteria applicable to that stage is triggered.

(b) Notification to Public – The following actions will be taken to notify the public when a drought and emergency response stage is initiated or raised.

- (1) The public will be notified of the implementation or amendment of a drought and emergency response stage in the manner set forth in Sec. 21-58 above;
- (2) Wholesale customers and the NTMWD will be notified by telephone with a follow-up letter, e-mail or facsimile transmission;
- (3) If any mandatory provisions of the Plan are activated, notification will be sent to the Executive Director of the TCEQ within five (5) business days.

(c) Drought and Emergency Response Stages Imposed by NTMWD – The City Manager may elect not to implement a drought and emergency response stage imposed by NTMWD depending on all relevant factors. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for the decision should be documented.

(d) Termination of a Drought and Emergency Response Stage – The drought and emergency response stage shall remain in effect until the City Manager determines that the conditions that triggered the drought and emergency response stage have been alleviated or no longer exist or lake levels established by NTMWD for termination are met.

(e) Notification of Public – The following actions will be taken to notify the public when a drought and emergency response stage is terminated or lowered:

- (1) The public will be notified of the termination or lowering of a drought and emergency response stage in the manner provided in Sec. 21-58 herein;
- (2) Wholesale customers and the NTMWD will be notified by telephone with a follow-up letter, e-mail, or facsimile transmission;
- (3) If any mandatory provisions of the Plan are terminated, the Executive Director of the TCEQ will be notified within five (5) business days.

Sec. 21-59.1 Initiation and Termination Conditions for Stage 1

(a) The City Manager has initiated Stage 1, which may be initiated due to one or more of the following:

- (1) The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 1.
- (2) Water demand is projected to approach the limit of the permitted supply.
- (3) The storage in Lavon Lake is less than sixty-five (65) percent of the total conservation pool capacity.
- (4) NTMWD's storage in Jim Chapman Lake is less than sixty-five (65) percent of NTMWD's total conservation pool capacity.
- (5) The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a mild drought.
- (6) NTMWD has concern that Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source may be limited in availability in the next six (6) months.
- (7) NTMWD water demand exceeds ninety (90) percent of the amount that can be delivered to customers for three (3) consecutive days.
- (8) Water demand for all or part of NTMWD's delivery system approaches delivery capacity because delivery capacity is inadequate.
- (9) NTMWD's supply source becomes contaminated.
- (10) NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (11) Plano's water demand exceeds ninety (90) percent of the amount that can be delivered to customers for three (3) consecutive days.
- (12) Plano's water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.
- (13) Plano's supply source becomes contaminated.

- (14) Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (15) Other criteria as determined by the City.

(b) Stage 1 may terminate when NTMWD terminates Stage 1 or when the City Manager determines circumstances that caused the initiation of Stage 1 no longer exist.

Sec. 21-59.2 Goals for Use Reduction and Actions Available Under Stage 1

(a) Stage 1 is intended to raise public awareness of potential drought and water emergency problems. The goal for water use reduction under Stage 1 is a two (2) percent reduction in the amount of water delivered to Plano by NTMWD.

(b) The City Manager may order the implementation of the actions listed below. Request voluntary reductions in water use by the public and by wholesale customers.

- (1) Increase public education efforts on ways to reduce water use.
- (2) The City will review the problems that caused the initiation of Stage 1.
- (3) Reduce non-essential city government water use. (Examples include street cleaning, vehicle washing, operation of ornamental fountains, etc.)
- (4) Encourage major water users and increase educational efforts on ways to achieve voluntary water use reductions.
- (5) Reduce city government irrigation water use to meet or exceed reduction goal for the stage.

Sec. 21-59.3 Initiation and Termination Conditions for Stage 2

(a) The City Manager has initiated Stage 2, which may be initiated due to one or more of the following:

- (1) The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 2.
- (2) Water demand is projected to approach the limit of the permitted supply.
- (3) The storage in Lavon Lake is less than fifty-five (55) percent of the total conservation pool capacity.
- (4) NTMWD's storage in Jim Chapman Lake is less than fifty-five (55) percent of NTMWD's total conservation pool capacity.
- (5) The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Mild drought.
- (6) NTMWD has concern that Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source may be limited in availability in the next three (3) months.

- (7) NTMWD water demand exceeds ninety-five (95) percent of the amount that can be delivered to customers for three consecutive days.
- (8) NTMWD water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
- (9) NTMWD's supply source becomes contaminated.
- (10) Supply source is interrupted or unavailable due to invasive species.
- (11) NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (12) Plano's water demand exceeds ninety-five (95) percent of the amount that can be delivered to customers for three consecutive days.
- (13) Plano's water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
- (14) Plano's supply source becomes contaminated.
- (15) Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (16) Other criteria as determined by the City.

(b) Stage 2 may terminate when NTMWD terminates Stage 2 or when the City Manager determines circumstances that caused the initiation of Stage 2 no longer exist. Factors which could influence such a decision include, but are not limited to, the time of the year, the weather conditions, or the anticipation of potential changed conditions that warrant the continuation of the drought and emergency stage. The reason for the decision should be documented.

Sec. 21-59.4 Goals for Use Reduction and Actions Available Under Stage 2

(a) The goal for water use reduction under Stage 2 is a five (5) percent reduction in the amount of water delivered to Plano by NTMWD. If circumstances warrant or if required by NTMWD, the City Manager can set a goal for greater water use reduction.

(b) The City Manager may order the implementation of any of the actions listed below.

- (1) Continue or initiate any actions available under Stage 1.
- (2) Notify wholesale customers of actions being taken and encourage them to implement similar procedures.
- (3) Initiate engineering studies to evaluate alternatives should conditions worsen.
- (4) Accelerate public education efforts on ways to reduce water use.

(c) The City Manager may also implement the following mandatory requirements on customers. If any of the following requirements are implemented, the City must notify the public as set forth in Sec. 21-58 (b), and TCEQ and NTMWD within five (5) business days.

- (1) Prohibit landscape watering with sprinklers or irrigation systems to no more than two (2) days per week. Exceptions are as follows:
 - (i) New construction landscaped areas may be watered for no more than thirty (30) consecutive days from the date a variance is granted.
 - (ii) Newly seeded, hydro seeded, hydro mulched, sprigged areas in open space, common areas, right-of-ways and turf renovation at athletic fields may be watered for no more than thirty (30) consecutive days from the date a variance is granted.
 - (iii) Locations using on-site well water or properly permitted creek withdrawals.
 - (iv) Registered and properly functioning central controlled irrigation system and drip irrigation systems. Government agencies watering athletic fields or any other public grounds that are heavily used by the public during evening or morning hours. Public irrigation systems must be programmed to meet overall water use reduction goals of the stage.
 - (v) Maintenance, testing, and calibration of an irrigation system, provided there is a person on-site and visible while each zone of the system is running.
- (2) Prohibit fugitive water, including during freezing temperatures when ice can develop and cause a safety hazard.
- (3) Watering with sprinklers or irrigation systems is allowed no more than two days a week on the days shown for the corresponding even or odd numbered service address for the property. All Homeowners Associations must follow the even address schedule. Watering between 10:00 a.m. and 6:00p.m. from April 1 through October 31 is prohibited.

Street Address	Days permitted for watering (April 1 – October 31)	Days permitted for watering (November 1 – March 31)
Even numbered Addresses	Mondays and Thursdays	Thursdays
Odd numbered Addresses	Tuesdays and Fridays	Tuesdays

Sec. 21-59.5 Initiation and Termination Conditions for Stage 3

(a) The City Manager has initiated Stage 3, which may be initiated due to one or more of the following:

- (1) The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 3.
- (2) Water demand is projected to approach or exceed the limit of the permitted supply.
- (3) The storage in Lavon Lake is less than forty-five (45) percent of the total conservation pool capacity.
- (4) NTMWD's storage in Jim Chapman Lake is less than forty-five (45) percent of NTMWD's total conservation pool capacity.
- (5) The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Moderate drought. (Measures required by SRA under a Moderate drought designation are similar to those under NTMWD's Stage 3).
- (6) The supply from Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source has become limited in availability.
- (7) NTMWD water demand exceeds ninety-eight (98) percent of the amount that can be delivered to customers for three (3) consecutive days.
- (8) NTMWD water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- (9) NTMWD's supply source becomes contaminated.
- (10) NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (11) Plano's water demand exceeds ninety-eight (98) percent of the amount that can be delivered to customers for three (3) consecutive days.
- (12) Plano's water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- (13) Plano's supply source becomes contaminated.
- (14) Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (15) Other criteria as determined by the City Manager.

(b) Stage 3 may terminate when NTMWD terminates Stage 3 or when the City Manager determines circumstances that caused the initiation of Stage 3 no longer prevail.

Sec. 21-59.6 Goals for Use Reduction and Actions Available Under Stage 3

(a) The goal for water use reduction under Stage 3 is a ten (10) percent reduction in the amount of water delivered to Plano from NTMWD. If circumstances warrant or if required by NTMWD, the City Manager can set a goal for a greater water use reduction.

(b) The City Manager may order the implementation of any of the actions listed below.

- (1) Continue or initiate any actions available under Stages 1 and 2.
- (2) Notify wholesale customers of actions being taken and encourage them to implement similar procedures.
- (3) Implement viable alternative water supply strategies.

(c) The City Manager may also implement the following mandatory requirements on customers. If any of the following are implemented, the City must notify the public as set forth in Sec. 21-58 (b), and TCEQ and NTMWD within five (5) business days.

- (1) Initiate water use restrictions as follows:
 - (i) Prohibit hosing of paved areas, buildings, or windows. (Pressure washing of impervious surfaces is allowed) except for outdoor public restrooms, pavilions and shelters, where public health, safety, and welfare may be compromised by unsanitary conditions if the facilities cannot be cleaned.
 - (ii) Prohibit operation of all ornamental fountains or other amenity impoundments to the extent they use treated water.
 - (iii) Prohibit washing or rinsing of vehicles by hose except with a hose end cutoff nozzle.
- (2) Watering with sprinklers or irrigation systems at each service address is allowed no more than once per week only on the day shown below for the corresponding even or odd numbered service address for the property. All Homeowners Associations must follow the even address schedule. No landscape watering may occur between 10:00 a.m. and 6:00p.m from April 1 through October 31.

Street Address	Days permitted for watering (April 1 – October 31)	Days permitted for watering (November 1 – March 31)
Even numbered addresses	Thursdays	Every other Thursday
Odd numbered addresses	Tuesdays	Every other Tuesday

- (3) Exceptions are as follows:
 - (i) Hand watering with shutoff nozzle, drip irrigation, and soaker hoses is allowed up to 2 hours per day provided no runoff occurs.
 - (ii) Golf courses as needed to keep greens and tee boxes alive.
 - (iii) Public athletic fields may be watered as needed to maintain safe playing conditions.
 - (iv) Where feasible, irrigation systems on public property must comply with watering schedules and comply with the water reduction goals of the state.
 - (v) Maintenance, testing, and calibration of an irrigation system, provided there is a maintenance technician on-site and visible while each zone of the system is running.
 - (vi) Locations using other sources of water supply for irrigation. Other sources of water supply may not include imported water.
- (4) Hydro seeding, hydro mulching, and sprigging is prohibited.
- (5) Existing pools may add water to maintain pool levels but may not be drained and refilled. A variance may be requested to repair a leak or for health or safety issues.
- (6) Initiate a rate surcharge for all water use over a certain level.
- (7) If NTMWD has imposed a reduction in water available to Member Cities and Customers, impose the same percent reduction on wholesale customers.

Sec. 21-59.7 Initiation and Termination Conditions for Stage-4

(a) The City Manager has initiated Stage 4, which may be initiated due to one or more of the following:

- (1) The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 4.
- (2) Water demand is projected to approach or exceed the limit of the permitted supply.
- (3) The storage in Lavon Lake is less than thirty-five (35) percent of the total conservation pool capacity.
- (4) NTMWD's storage in Jim Chapman Lake is less than thirty-five (35) percent of NTMWD's total conservation pool capacity.

- (5) The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a severe drought or emergency.
- (6) The supply from Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source has become severely limited in availability.
- (7) NTMWD water demand exceeds the amount that can be delivered to customers.
- (8) NTMWD water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.
- (9) NTMWD's supply source becomes contaminated.
- (10) NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (11) Plano's water demand exceeds the amount that can be delivered to customers.
- (12) Plano's water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.
- (13) Plano's supply source becomes contaminated.
- (14) Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.
- (15) Plano is unable to recover water storage of one hundred (100) percent in all storage facilities within a twenty-four (24) hour period.
- (16) Plano's individual Plan may be implemented if other criteria dictate.

(b) Stage 4 may terminate when NTMWD terminates Stage 4 or when the City Manager determines circumstances that caused the initiation of Stage 4 no longer exist.

Sec. 21-59.8 Goals for Use Reduction and Actions Available Under Stage 4

(a) The goal for water use reduction under Stage 4 is a reduction of whatever amount is necessary. If circumstances warrant or if required by NTMWD, the City Manager can set a goal for a greater water use reduction.

(b) The City Manager may order the implementation of any of the actions listed below, as deemed necessary.

- (1) Continue or initiate any actions available under Stages 1, 2, and 3.

- (2) Notify wholesale customers of actions being taken and require them to implement similar procedures.
- (3) Implement viable alternative water supply strategies.

(c) The City Manager may also implement the following mandatory requirements on customers. If any actions are implemented, the City must notify the public as set forth in Sec. 21-58 (b), and TCEQ and NTMWD within five (5) business days.

- (1) Prohibit the irrigation of landscaping using treated water.
- (2) Prohibit washing of vehicles except as necessary for health, sanitation, or safety reasons.
- (3) Foundations and trees may be watered for up to two (2) hours a day with a hand-held hose or a soaker hose, or a dedicated zone using drip irrigation. Central controlled irrigation systems and drip irrigation systems are not exempt from this requirement. Water may not be trucked or otherwise transported into the City for irrigation purposes.
- (4) Prohibit the permitting of pools. Filling of pools will be evaluated based upon the reduction requirement. Existing pools may add water to maintain pool levels but may not be drained and refilled.
- (5) If NTMWD has imposed a reduction in water available to Member Cities and Customers, impose the same percent reduction on wholesale customers.

Sec. 21-60. Procedures for Granting Variances to the Plan

(a) The City Manager, Public Works Director or their designee may grant temporary variances for water uses otherwise prohibited under this drought and emergency response plan.

(b) Variances shall be granted or denied at the discretion of the City Manager, Public Works Director or their designee. All petitions for variances should be in writing or e-mail and include the following information:

- (1) Name and address of the petitioners
- (2) Contact email address and/or telephone number
- (3) Purpose of water use
- (4) Specific provisions from which relief is requested
- (5) Detailed statement of the adverse effect of the provision from which relief is requested
- (6) Description of the relief requested
- (7) Period of time for which the variance is sought

(8) Other pertinent information.

(c) Variances are considered temporary and must be re-submitted for reconsideration should the Drought and Emergency Response Stage elevate from the stage in which the temporary variance was approved to any higher stage of response.

Sec. 21-60.1. Criminal Penalty

Any person, firm or corporation who violates any term or provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be subject to a fine in accordance with Section 1-4(b) of the City Code of Ordinances for each offense. These criminal penalties may be imposed in addition to any Administrative or Civil Remedy listed herein. Each day a violation continues shall constitute a separate offense. The requirement of a culpable mental state is expressly waived for criminal prosecution purposes.

Sec. 21-60.2. Administrative Remedies for Violations

The following administrative remedies are available to the City in cases of noncompliance with the provisions of this ordinance. These administrative remedies may be assessed in addition to any criminal penalty assessed for a violation of this ordinance. Each day a violation continues shall constitute a separate violation for purposes of assessing administrative remedies. The requirement of a culpable mental state is expressly waived for administrative remedies.

In the event that any person violates the provisions of this ordinance, the Director of Public Works or his designee shall give notice to such person setting forth the evidence of noncompliance with the restrictions outlined in stages 2, 3 and 4.

(a) In-Ground Irrigation Systems Violations

(1) Notification of Violation

- (i) The City may install a locking device on the person's double check valve to the irrigation system; and
- (ii) Notice shall be sent by letter delivered by United States Postal Service addressed to the person recorded in the city's customer and utility billing records advising that the irrigation system has been turned off and locked. The letter shall also advise the person of the assessment of administrative remedies and fees. The letter shall also advise the person of procedures for payment of the administrative fees and the procedure for requesting a hearing to contest the assessment of the administrative remedies.

- (2) Remedy
 - (i) The administrative penalty is one hundred fifty dollars (\$150) per occurrence when paid at Customer and Utility Services.
- (b) Violations for Systems without Double-Check Valves or In-Ground Irrigation Systems.
 - (1) Violation Notification
 - (i) Notice shall be sent by letter delivered by United States Postal Service addressed to the person recorded in the city's customer and utility billing records advising the person of the violation. The letter shall also advise the person of the assessment of administrative fees. The letter shall also advise the person of procedures for payment of the administrative fees and the procedure for requesting a hearing to contest the assessment of the administrative remedies.
 - (2) Remedy
 - (i) The administrative penalty is one hundred fifty dollars (\$150.00) per occurrence when paid at Customer & Utility Services.
- (c) Procedures for Paying Administrative Penalties or Requesting a Hearing on the Fees.
 - (1) Personal appearance by the person listed on the city's Customer & Utility Services billing records is required to re-establish service to the irrigation system. Government issued photo identification must be provided by the person at time of payment or upon request for a hearing.
 - (2) A person may request a hearing to protest the assessment of any administrative penalty. To request a hearing, the person must make the request in person to the City Public Works Department within fifteen (15) business days from the date on the written notice of violation.
 - (3) The Public Works Operations Manager or his designee shall conduct the hearing. The Manager shall evaluate all information offered by the petitioner at the hearing. The person making the request for a hearing shall bear the burden of proof to show why, by a preponderance of the evidence, the administrative remedy should not be assessed. The Manager will provide a decision at the time of the hearing or within three (3) business days following the conclusion of the hearing.
 - (4) Payment of any penalty assessed at the hearing must be made within seven (7) business days of the decision from the hearing. Any penalty not paid within this time limit shall be added to the person's next water billing cycle.

- (5) A person may appeal the decision from the hearing to the office of the Director of Public Works or his designee. The Director or his designee shall hear the appeal.
- (6) The request for an appeal must be filed in writing with the office of the Director of Public Works within three (3) business days of the date that notice of the denial was given by the Manager.
- (7) The Director or his designee shall render a decision at the time of the appeal or within three (3) business days from the conclusion of the appeal.
- (8) A person may elect to pay the administrative penalty without requesting a hearing. Any penalty not paid within fifteen (15) business days from the date on the written notice shall be added to the person's next water billing cycle.
- (9) Unpaid penalties related to the Drought and Emergency Response Plan can result in the termination of the domestic water services in accordance with City Code Chapter 21, Article IV, Service Charges Generally, Section 21-131 (d) and the established policies and procedures of the Customer and Utility Services Department.

(d) Re-establishment of service to double checks that have been locked-off.

- (1) The administrative penalty is to be paid at City Customer & Utility Services. The locking device will be removed within (3) working days after notice of payment is received from Customer & Utility Services.
- (2) Request for same day service to unlock double check will require an additional fee of forty dollars (\$40) to be paid in advance at Customer & Utility Services.

(e) It shall be unlawful for a person to remove by any means or otherwise cause damage to a lock that has been placed on a backflow prevention device by the City pursuant to this section.

(f) Administrative remedy for customers outside city. The Director of Public Works shall advise wholesale water customers outside the city limits receiving water service from the city of actions taken under the Plan by telephone and/or by letter. Noncompliance with any requirement in any stage may result in termination of service and removal of meter. Prior to such termination, the wholesale water customer shall be given notice of the city's intent to terminate service and shall have five (5) business days from the mailing of such notice to appeal the decision to the Director. Notice shall be sufficient if sent by certified mail to the last known address of the customer. If service is terminated, customer shall be liable for all costs of reinstallation. Termination of service to a wholesale water customer under this provision is subject also to the terms of any written contract between the city and the customer."

Section II. 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 III. This Plan shall be submitted to the Region C Water Planning Group and to North Texas Municipal Water District, as required by TCEQ, to insure consistency with the appropriate approved regional water plan.

Section IV. All provisions of the ordinances of the City, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed upon the effective date of this Ordinance, and all other provisions of the ordinances of the City, 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. 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 affecting any rights of the municipality under any section or provision of any ordinance at the time of passage this Ordinance.

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

DULY PASSED AND APPROVED this the 28th day of April 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, 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:		4/28/14		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - x7479				
CAPTION				
<p>An Ordinance of the City Council of the City of Plano, Texas, authorizing the issuance of "City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2014," specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; providing for the redemption of certain outstanding obligations of the City; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement and an Escrow Agreement and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
13-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
FISCAL YEAR:				
Budget	0	31,000,000*	0	31,000,000*
Encumbered/Expended Amount		0	0	0
This Item	0	0	0	0
BALANCE	0	31,000,000*	0	31,000,000*
FUND(s): CAPITAL IMPROVEMENT PROJECTS				
COMMENTS: STRATEGIC PLAN GOAL: Issuance of Bonds relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
<p>Proceeds from the sale of the Bonds will be used for (i) refunding certain outstanding obligations of the City to achieve a debt service savings; (ii) various permanent public improvements and public purposes, including street improvements, library improvements, park and athletic facilities, public safety improvements, recreation center improvements and (iii) payment of professional services of attorneys, financial advisors and other professionals in connection with the projects and the issuance of the Bonds.</p>				
* Preliminary, subject to change				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City Council of the City of Plano, Texas, authorizing the issuance of “City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2014,” specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; providing for the redemption of certain outstanding obligations of the City; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement and an Escrow Agreement and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, the City Council (the “Council”) of the City of Plano, Texas (the “City”), has heretofore issued, sold and delivered, and there are currently outstanding obligations of the following issue, to wit: “City of Plano, Texas, General Obligation Refunding Bonds, Series 2004,” dated October 15, 2004, maturing September 1 in each of the years 2015 through 2017, inclusive, and aggregating in the principal amount of \$8,710,000 (hereinafter called the “Refunded Bonds”);

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended, the Council is authorized to issue refunding bonds and deposit the proceeds of the sale thereof directly with the place of payment for the Refunded Bonds, and such deposit, when made in accordance with said statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, the Council hereby finds and determines that the Refunded Bonds should be refunded at this time in order to achieve a savings of \$_____ in debt service payments on such indebtedness, and the refunding will further provide a net present value benefit to the City of \$_____; and

WHEREAS, the Council hereby finds and determines that the Refunded Bonds are scheduled to mature, or are subject to being redeemed, not more than twenty (20) years from the date of the refunding bonds herein authorized; and

WHEREAS, in addition to the bonds to be issued to refund the Refunded Bonds, the Council further finds and determines that general obligation bonds in the principal amount of \$_____, approved and authorized to be issued at elections held on May 9, 2009 and May 11, 2013, should be issued and sold at this time pursuant to Texas Government Code, Chapter 1331, as amended; a summary of the general obligation bonds authorized at said elections, for which there remains voted authorization, the principal amounts authorized, amounts heretofore issued and being issued pursuant to this ordinance and amounts remaining to be issued subsequent hereto being as follows:

Authorized Purpose	Date Authorized	Principal Amount Authorized (\$)	Amounts Heretofore Issued (\$)	Amounts Being Issued (\$)	Premium Applied (\$)*	Unissued Balance (\$)
Technology	5/9/2009	8,000,000	8,000,000	0	0	0
Street Improvements	5/9/2009	34,754,500	26,500,000	0	0	8,254,500
Library Improvements	5/9/2009	1,750,000	740,000	0	0	1,010,000
Park/Rec. Facilities	5/9/2009	48,650,000	13,345,000	12,750,000	—	—
Recreation Centers	5/9/2009	24,100,000	3,510,000	1,510,000	—	—
Public Safety	5/9/2009	11,368,000	3,735,000	2,240,000	—	—
Street Improvements	5/11/2013	43,813,000	0	0	0	43,813,000
Park Improvements	5/11/2013	27,000,000	0	1,000,000	—	—
Recreation Centers	5/11/2013	12,500,000	0	700,000	—	—
Public Infrastructure	5/11/2013	<u>15,000,000</u>	<u>0</u>	<u>3,000,000</u>	—	—
		<u>226,935,500</u>	<u>55,830,000</u>	<u>21,200,000</u>	<u>0</u>	<u>53,077,500</u>

* [Original issue premium (1) in the amount of \$_____ which the City has allocated to and applied against the 2009 _____ voted authorization referenced in the above table results in a total amount of \$_____ allocated to and applied against the 2009 _____ voted authorization, and (2) in the amount of \$_____ which the City has allocated to and applied against the 2013 _____ voted authorization referenced in the above table results in a total amount of \$_____ allocated to and applied against the 2013 _____ voted authorization.]

AND WHEREAS, the Council hereby reserves and retains the right to issue the balance of unissued bonds approved at said elections in one or more installments when, in the judgment of the Council, funds are needed to accomplish the purposes for which such bonds were voted; now, therefore,

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

SECTION I. Authorization - Designation - Principal Amount - Purpose. General obligation bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____ to be designated and bear the title "CITY OF PLANO, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2014" (the "Bonds"), for the purpose of providing funds for (1) the discharge and final payment of certain outstanding obligations of the City (identified in the preamble hereof and referred to as the "Refunded Bonds"); (2) permanent public improvements and public purposes, to wit: (i) renovating, constructing, developing, improving, expanding, furnishing, equipping and acquiring land and needed rights-of-way for park improvements and recreation facilities, (ii) improving, renovating, expanding, furnishing and equipping recreation centers, (iii) public safety improvements including constructing, purchasing and installing video surveillance improvements and constructing, improving, expanding, renovating, reconfiguring and equipping fire stations, including purchasing fire fighting vehicles and equipment, (iv) renovating, constructing, developing, improving, expanding, furnishing, equipping and acquiring land and needed rights-of-way for park improvements, (v) improving, renovating, expanding, furnishing and equipping recreation centers and (vi) construction, improvement, renovation, demolition and rehabilitation of public infrastructure improvements within the City related to revitalization of existing commercial facilities, including streets, utilities, open space and related public infrastructure and appurtenances and (3) to pay the costs of issuance, all in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1331, as amended.

SECTION II. Fully Registered Obligations - Bond Date - Authorized Denominations - Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations only, shall be dated April 15, 2014 (the “Bond Date”), shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall become due and payable on September 1 in each of the years and in principal amounts (the “Stated Maturities”), and shall bear interest at the rate(s) per annum in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2015	\$_____	
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		

The Bonds shall bear interest on the unpaid principal amounts from the date of the initial delivery of the Bonds at the rate(s) per annum shown above in this Section (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bonds shall be payable on March 1 and September 1 in each year until maturity or prior redemption, commencing September 1, 2014.

SECTION III. Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (the “Holders”) appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or its assigns (the “Paying Agent/Registrar”), to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, exchange, and transfer of the Bonds (the “Security Register”) shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a “Paying/Agent Registrar Agreement,”

substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged; and, any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice of the change to be sent to each Holder by United States Mail, first class postage prepaid; and, such notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds, shall be payable at the Stated Maturities or on a date of earlier redemption thereof only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices, initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). The Paying Agent/Registrar shall pay interest on the Bonds only to the Holder whose name appears in the Security Register at the close of business on the Record Date (the fifteenth day of the month next preceding each interest payment date) and shall pay either by: (1) check sent by United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or (2) by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder at the Holder's risk and expense. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed; then, the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (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 (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION IV. Redemption.

(a) Optional Redemption. The Bonds having Stated Maturities on and after September 1, 2024 shall be subject to redemption prior to maturity, at the option of the City on September 1, 2023, or any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar) at the redemption price of par, together with interest accrued to the redemption date.

(b) Exercise of Redemption Option. Not less than forty-five (45) days prior to an optional redemption date for the Bonds (unless a shorter notification period shall be

satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of: (1) the decision to redeem Bonds, (2) the principal amount of each Stated Maturity to be redeemed, and (3) the date of redemption. The decision of the City to exercise the right to redeem Bonds shall be entered in the minutes of the governing body of the City.

(c) Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Bonds as representing the number of Bonds Outstanding, which is obtained by dividing the principal amount of such Bonds by \$5,000, and shall select by lot the Bonds to be redeemed within such Stated Maturity.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall: (1) specify the date of redemption for the Bonds, (2) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (3) state the redemption price, (4) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (5) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Bond is subject by its terms to prior redemption, and has been called for redemption, and notice of redemption thereof has been duly given as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the specified redemption date; provided moneys sufficient for the payment of such Bond (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the City, be conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

SECTION V. Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar and at a place within the State of Texas, as provided herein and

in accordance with the provisions of an agreement with the Paying Agent/Registrar and such rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each registered owner of the Bonds issued under and pursuant to the provisions of this Ordinance. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of like kind, of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond (other than the Initial Bond authorized in Section VIII hereof) at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds, executed on behalf of, and furnished by, the City of authorized denominations and of like Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond authorized in Section XIII hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds, executed on behalf of, and furnished by, the City, to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions of this Section are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section XI hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Bond; provided, however, such limitation on

transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION VI. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections III, IV and V hereof relating to the payment, and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of “Book-Entry-Only” securities clearance, settlement and transfer system provided by The Depository Trust Company (“DTC”), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations, by and between the City and DTC (the “Depository Agreement”).

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the “DTC Participants”). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the “Beneficial Owners”) being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections III, IV and V hereof.

SECTION VII. Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers and the seal of the City on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Bond Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section IX(c), manually executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, or a certificate of registration substantially in the form provided in Section IX(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate upon any Bond duly signed shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered and delivered.

SECTION VIII. Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered bond in the aggregate principal amount shown in Section I hereof with principal installments to become due and payable as provided in Section II hereof and numbered T-1. The initial bond (the “Initial Bond”) shall be registered in the name of the initial

purchaser(s), or the designee thereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas, and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond and exchange it for definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the named Holders at the addresses identified for such purpose; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION IX. Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and 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) and such legends and endorsements (including insurance legends in the event the Bonds, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

The City may provide (i) for the issuance of one fully registered Bond for each Stated Maturity in the aggregate principal amount of each Stated Maturity and (ii) for the registration of such Bonds in the name of a securities depository, or the nominee thereof. While any Bond is registered in the name of a securities depository or its nominee, references herein and in the Bonds to the Holder or registered owner of such Bonds shall mean the securities depository or its nominee and shall not mean any other person.

(b) Form of Definitive Bonds.

REGISTERED
NO. R-_____

REGISTERED
\$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF PLANO, TEXAS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND
SERIES 2014

Bond Date:
April 15, 2014

Interest Rate:
_____ %

Stated Maturity:
September 1, 20__

CUSIP No.:

Registered Owner:

Principal Amount:

The City of Plano (the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the date of the initial delivery of the Bonds) at the per annum rate of interest specified above computed on the basis of a 360-day year consisting of twelve 30-day months; such interest being payable on March 1 and September 1 in each year, commencing September 1, 2014, until maturity or prior redemption. Principal of this Bond shall be payable at its Stated Maturity or on a redemption date to the Registered Owner hereof upon presentation and surrender at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the fifteenth day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ to be designated and bear the title "CITY OF PLANO, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2014" (the "Bonds"), for the purpose of providing funds for (1) the discharge and final payment of certain outstanding obligations of the City (identified in the preamble hereof and referred to as the "Refunded Bonds"); (2) permanent public improvements and public purposes, to wit: (i) renovating, constructing, developing, improving, expanding, furnishing, equipping and acquiring land and

needed rights-of-way for park improvements and recreation facilities, (ii) improving, renovating, expanding, furnishing and equipping recreation centers, (iii) public safety improvements including constructing, purchasing and installing video surveillance improvements and constructing, improving, expanding, renovating, reconfiguring and equipping fire stations, including purchasing fire fighting vehicles and equipment, (iv) renovating, constructing, developing, improving, expanding, furnishing, equipping and acquiring land and needed rights-of-way for park improvements, (v) improving, renovating, expanding, furnishing and equipping recreation centers and (vi) construction, improvement, renovation, demolition and rehabilitation of public infrastructure improvements within the City related to revitalization of existing commercial facilities, including streets, utilities, open space and related public infrastructure and appurtenances and (3) to pay the costs of issuance, all in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1331, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Bonds maturing on and after September 1, 2024, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on September 1, 2023, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Bonds, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Bond to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and

the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the registered owner of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the registered owners; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (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 (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each registered owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in East Syracuse, New York is the Designated Payment/Transfer Office for this Bond.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., Dallas, Texas
as Paying Agent/Registrar

Registered this date:

By: _____
Authorized Signature

(e) 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 thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

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.

(f) Form of Initial Bond.

The Initial Bond shall be in the form set forth in subsection (b) of this Section except as that the heading and paragraph one shall be amended to read as follows:

NO. T-1

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF PLANO, TEXAS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND
SERIES 2014

Bond Date: April 15, 2014

Registered Owner:

Principal Amount: DOLLARS

The City of Plano, Texas (the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner, or the registered assigns thereof, the Principal Amount hereinabove stated on September 1 in each of the years and in principal installments in accordance with the following schedule:

<u>YEAR OF STATED MATURITY</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
------------------------------------	-----------------------------------	--------------------------

(Information to be inserted from schedule in Section II hereof)

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid Principal Amount hereof from the date of the initial delivery of the Bonds at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year, commencing September 1, 2014, until maturity or prior redemption. Principal installments of this Bond are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in East Syracuse, New York, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest shall be payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding the interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by and at the risk and expense of the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are 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.

SECTION X. Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their

payment at maturity or prior redemption or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the Debt Service Requirements on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Bonds shall be kept and maintained by the City at all times while the Bonds are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Bonds shall be deposited to the credit of a "Special 2014 Bond Account" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

The Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary, any one or more of said officials of the City, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION XI. Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the City and after (a) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (b) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION XII. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other

obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. The provisions of this paragraph are subject to the applicable unclaimed property law of the State of Texas.

The term "Government Securities," as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

SECTION XIII. Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance shall constitute a contract with the Holders from time to time, 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 in Section XXIV hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in

any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission in this Ordinance. Additionally, with the consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding, the City may amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all the Holders of Outstanding Bonds no amendment, addition, or rescission shall: (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission

The term "Outstanding" when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

those Bonds deemed to be duly paid by the City in accordance with the provisions of Section XII hereof; and

those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section XI hereof.

SECTION XIV. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"*Closing Date*" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"*Rebate Amount*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Bonds), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Bonds), other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property

acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, of other appropriate fund or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the

Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Bonds Not Hedge Bonds.

(1) At the time the original bonds refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such obligations within three (3) years after such obligations were issued.

(2) Not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(k) Current Refunding. The Bonds are being issued in part to pay and discharge in full the Refunded Bonds and such payment of the Refunded Bonds will occur within ninety (90) days after the issuance of the Bonds.

(l) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager and Director of Finance, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION XV. Sale of Bonds – Official Statement Approval. Pursuant to a public sale for the Bonds, the bid submitted by _____ and _____ (herein referred to collectively as the “Underwriters”) is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Bonds to said Underwriters at the price of par plus a cash premium of \$_____, is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Bonds to the Underwriters shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Bond shall be registered in the name as provided in the winning bid form.

Furthermore, the use of the Preliminary Official Statement in connection with the public offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects. The

final Official Statement reflecting the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement, April 28, 2014, in the offering, sale and delivery of the Bonds to the public. The Mayor and City Secretary are further authorized and directed to manually execute and deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchasers, and such Official Statement in the final form and content manually executed by said officials shall be deemed to be approved by the Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION XVI. Escrow Agreement Approval and Execution. The Special Escrow Agreement (the "Escrow Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A. (the "Escrow Agent"), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes, is hereby approved as to form and content, and such Escrow Agreement in substantially the form and substance attached hereto, together with such changes or revisions as may be necessary to accomplish the refunding or benefit the City, is hereby authorized to be executed by the Mayor and City Secretary for and on behalf of the City and as the act and deed of this City Council; and such Escrow Agreement as executed by said officials shall be deemed approved by the City Council and constitute the Escrow Agreement herein approved.

Furthermore, appropriate officials of the City in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements on the day of delivery of the Bonds to the Underwriters for deposit of certain proceeds of sale of the Bonds to the credit of the "SPECIAL 2014 CITY OF PLANO, TEXAS, REFUNDING BOND ESCROW FUND" (the "Escrow Fund"); all as contemplated and provided in Texas Government Code, Chapter 1207, as amended, this Ordinance and the Escrow Agreement.

SECTION XVII. Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION XVIII. Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale, excluding the amount to be deposited with an official depository of the City to finance the permanent public improvements referenced in Section I hereof and that amount which is to be used to pay the costs of issuance, shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Escrow Agreement. The proceeds of sale of the Bonds not so deposited with the Escrow Agent for the refunding of the Refunded Bonds shall be disbursed for payment of costs of issuance and the aforesaid improvements and deposited to the Interest and Sinking Fund. Any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund. All surplus proceeds of sale of the Bonds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

[Additionally, on or immediately prior to the date of the delivery of the Bonds to the Purchasers, the City Manager or the Director of Finance shall cause to be transferred in

immediately available funds to the Escrow Agent from moneys on deposit in the interest and sinking funds maintained for the payment of the Refunded Bonds the sum of \$_____ to accomplish the refunding.]

SECTION XIX. Redemption of Refunded Bonds.

(a) The Refunded Bonds shall be redeemed and the same are hereby called for redemption on September 1, 2014, at the price of par and accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Ordinance, together with suggested a form of a notice of redemption to be sent to bondholders, with The Bank of New York Mellon Trust Company, N.A. (successor paying agent/registrar to The Bank of New York Trust Company, N.A.), in accordance with the redemption provisions applicable to such bonds; such suggested form of notice of redemption being attached hereto as **Exhibit C** and incorporated herein by reference as a part of this Ordinance for all purposes.

(b) The redemption of the Refunded Bonds described above being associated with the refunding of such Refunded Bonds, the approval, authorization and arrangements herein given and provided for the redemption of such Refunded Bonds on the redemption date designated therefor and in the manner provided shall be irrevocable upon the issuance and delivery of the Bonds; and the City Secretary is hereby authorized and directed to make all arrangements necessary to notify the holders of such Refunded Bonds of the City's decision to redeem such Refunded Bonds on the date and in the manner herein provided and in accordance with the ordinance authorizing the issuance of such Refunded Bonds and this Ordinance.

SECTION XX. Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given; and, such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION XXI. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it; and, if surrendered to the City, such Bonds shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be returned to the City.

SECTION XXII. Legal Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to being furnished a final opinion of Fulbright & Jaworski LLP, Attorneys, Dallas, Texas, approving the Bonds as to their validity, with said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Bonds or an executed counterpart thereof shall accompany the global Bonds deposited with DTC.

SECTION XXIII. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. However, it is expressly provided that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance and shall have no effect the legality of such bonds. Furthermore, neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION XXIV. Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2 12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2014, financial information and operating data with respect to the City of the general type included in Official Statement and described in **Exhibit D** hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in **Exhibit D** hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

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.

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 reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events.

The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of 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
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)(12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers 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.

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 subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section 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 the notice required by subsection (c) of this Section of any Bond calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds; and, nothing in this Section, 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 Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, 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 HOLDER 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 SECTION, 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.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting 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 (1) the provisions of this Section, 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 (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a 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 Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION XXV. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the City Manager, Mayor, Director of Finance or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION XXVI. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance. This Ordinance in its entirety is intended to be and is for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION XXVII. Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict; and, the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION XXVIII. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION XXIX. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION XXX. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION XXXI. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid; and, the Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION XXXII. Incorporation of Findings and Determinations. The findings and determinations of the Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION XXXIII. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION XXXIV. Effective Date. This Ordinance shall take effect and be in force from and after its passage and approval in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

[remainder of page intentionally left blank]

DULY PASSED AND APPROVED, this the 28th day of April, 2014.

CITY OF PLANO, TEXAS

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

(City Seal)

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B
ESCROW AGREEMENT

EXHIBIT C

**NOTICE OF REDEMPTION
CITY OF PLANO, TEXAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2004
Dated October 15, 2004**

NOTICE IS HEREBY GIVEN that the obligations of the above series maturing on and after September 1, 2015, and aggregating in the principal amount of \$8,710,000, have been called for redemption on September 1, 2014 at the redemption price of par and accrued interest to the date of redemption, such obligations being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>
2015	\$3,335,000	
2016	\$3,510,000	
2017	\$1,865,000	

ALL SUCH OBLIGATIONS shall become due and payable on September 1, 2014, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said obligations shall be paid to the registered owners of the obligations only upon presentation and surrender thereof to The Bank of New York Mellon Trust Company, N.A. (successor paying agent/registrar to The Bank of New York Trust Company, N.A.) at its designated offices at the following addresses:

First Class/Registered/Certified

The Bank of New York Mellon
Trust Company, N.A.
Global Corporate Trust
P.O. Box 396
East Syracuse, NY 13057

Express Delivery/Courier

The Bank of New York Mellon
Trust Company, N.A.
Global Corporate Trust
111 Sanders Creek Pkwy.
East Syracuse, NY 13057

By Hand Only

The Bank of New York Mellon
Trust Company, N.A.
Global Corporate Trust
Corporate Trust Window
101 Barclay Street, 1st Floor East
New York, NY 10286

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said obligations and pursuant to an ordinance by the City Council of the City of Plano, Texas.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
2001 Bryan Street, 11th Floor
Dallas, Texas 75201

EXHIBIT D

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section XXIV 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 Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. Financial information of the general type included in Appendix A to the Official Statement for the most recently concluded fiscal year.
2. The information contained in Tables 1 through 6 and 8 through 14 in the Official Statement.

Accounting Principles

The accounting principles referred to in such Section are generally those described in Appendix A to the Official Statement, as such principles may be changed from time to time to comply with state law or regulation.

DATE: April 8, 2014
TO: Honorable Mayor & City Council
FROM: Richard Grady, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of April 7, 2014

**AGENDA ITEM NO. 6A - PUBLIC HEARING
ZONING CASE 2014-02
APPLICANT: CATALYST URBAN DEVELOPMENT**

Request to amend Planned Development-20-Mixed-Use on 135.3± acres located at the northeast corner of Preston Road and Rasor Boulevard to modify the development standards related to Multifamily Residence. Zoned Planned Development-20-Mixed-Use/Preston Road Overlay District. Neighborhood #1. Tabled March 17, 2014.

APPROVED: 6-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 2 **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 follows: (Additions are shown as underlined text; deletions are indicated by strikethrough text). The PD-20-MU district includes exhibits that are being retained by this proposed ordinance amendment.

1. Sub-Area A (Preston Rd. Mixed-Use)

a. Uses Permitted

- i. By Right: All those uses permitted in the Retail, Office-2 districts, one regional theater and single-family attached residences. South of Towne Square Drive, a maximum of 350 multifamily residential units are permitted, and are exempt from the requirements stated in 1.a.ii.
- ii. By Specific Use Permit: All those uses permitted by specific use permit in the Retail and Office-2 districts, plus multifamily. Multifamily residential units are limited to the second floor and above and may not exceed 10% of total floor area in Sub-Area A.

6. Architecture and Landscape Design - General Requirements

h. Building Design

- i. Except for a flat roof screened by a parapet, the minimum pitch of the primary roof shall be 6:12 or greater. Roof extensions over doorways, balconies, and porches may be of any pitch, except as noted below:

1. The minimum pitch of the primary roof shall be 3:12 or greater for multifamily buildings in Sub-Area A, south of Towne Square Drive.

FOR CITY COUNCIL MEETING OF: April 28, 2014 (To view the agenda for this meeting, see www.planotx.gov)

PUBLIC HEARING - ORDINANCE

RA/av

xc: Paris Rutherford, Catalyst Urban Development
Wayne Snell, Permit Services Manager

<http://goo.gl/maps/Do7S8>

CITY OF PLANO
PLANNING & ZONING COMMISSION

April 7, 2014

Agenda Item No. 6A

Public Hearing: Zoning Case 2014-02

Applicant: Catalyst Urban Development

DESCRIPTION:

Request to amend Planned Development-20-Mixed-Use on 135.3± acres located at the northeast corner of Preston Road and Rasor Boulevard to modify the development standards related to Multifamily Residence. Zoned Planned Development-20-Mixed-Use/Preston Road Overlay District. Neighborhood #1. Tabled March 17, 2014.

REMARKS:

This item was tabled at the March 17, 2014 Planning & Zoning Commission meeting. It must be removed from the table.

The purpose for this request is to amend Planned Development-20-Mixed-Use (PD-20-MU) zoning district regulations related to multifamily residence uses. PD-20-MU is a 135.3± acre district bounded by Preston Road, Rasor Boulevard, Ohio Drive, and McDermott Road. PD-20-MU has some remaining undeveloped land, and areas that have developed with residential, retail, and office uses.

On February 17, 2014, the Commission called a public hearing to consider amending the development standards for PD-20-MU. PD-20-MU is intended to encourage the development of two or more land uses that are integrated together within a pedestrian-oriented environment. A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both offsite and onsite conditions.

The requested zoning is to amend PD-20-MU, to allow a maximum of 350 multifamily residential units by right within Sub-Area A (Preston Rd. Mixed-Use), south of Towne Square Drive, and to modify the regulations relating to the minimum roof pitch.

A concept plan, Headquarters Village, Block A, Lot 2, accompanies this request as Agenda Item No. 6B.

PD-20-MU is divided into four Sub-Areas: Sub-Areas A, B, C, and D (see attached map). Currently within Sub-Area A, the uses permitted by right include all those uses permitted in the Retail (R) and General Office (O-2) districts, one regional theater and single-family attached residences. The uses permitted by Specific Use Permit (SUP) include all those uses permitted by SUP in the R and O-2 districts, plus multifamily. Multifamily residential units, permitted by SUP, are limited to the second floor and above, and may not exceed 10% of the total floor area in Sub-Area A.

The architecture and landscape design general requirements associated with building design require that except for a flat roof screened by a parapet, the minimum pitch of the primary roof shall be 6:12 or greater. Roof extensions over doorways, balconies, and porches may be of any pitch.

Surrounding Land Uses and Zoning

To the west, across Preston Road is a hotel and vacant tract of land zoned Commercial Employment (CE). To the north are retail uses zoned Regional Commercial (RC). To the east is vacant land zoned R and Planned Development-213-Single-Family Residence-6 (PD-213-SF-6), and existing residential uses zoned Planned Development-155-Single-Family Residence-6 (PD-155-SF-6). To the south is vacant land zoned Planned Development-159-General Office (PD-159-O-2), and existing multifamily residential zoned Planned Development-490-Multifamily-2 (PD-490-MF-2).

Proposed Planned Development Stipulations

The requested zoning is to amend PD-20-MU. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to allow a maximum of 350 multifamily residential units by right within Sub-Area A, south of Towne Square Drive. The PD currently allows multifamily residence by SUP in Sub-Area A and by right in Sub-Areas B, C, and D. Further, multifamily residential units are limited to the second floor and above and may not exceed 10% of the total floor area in Sub-Area A. The current total floor area in Sub-Area A is 274,000± sq. ft. (not including the proposed four story multifamily building or vacant lots).

Design Standards - The applicant is proposing to modify the architecture and landscape design general requirements associated with building design in Sub-Area A, south of Towne Square Drive, by allowing the minimum pitch of the primary roof to be 3:12 or greater. The PD currently requires the minimum pitch of the primary roof to be 6:12 or greater.

Restrictions:

The permitted uses and standards shall be in accordance with the PD-20-MU zoning district unless otherwise specified within.

General Standards

1. Sub-Area A (Preston Rd. Mixed-Use)

a. Uses Permitted

- i. By Right: All those uses permitted in the Retail, Office-2 districts, one regional theater and single-family attached residences. South of Towne Square Drive, a maximum of 350 multifamily residential units are permitted, and are exempt from the requirements stated in 1.a.ii.

Design Standards

6. Architecture and Landscape Design - General Requirements

h. Design

- i. Except for a flat roof screened by a parapet, the minimum pitch of the primary roof shall be 6:12 or greater. Roof extensions over doorways, balconies, and porches may be of any pitch, except as noted below:
 1. The minimum pitch of the primary roof shall be 3:12 or greater for multifamily buildings in Sub-Area A, south of Towne Square Drive.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Medium Intensity Office (MIO). Development in these areas is expected to include a variety of employment uses, including office towers, medical centers, corporate campuses, and small neighborhood offices. While the existing PD is not wholly consistent with the Future Land Use Plan recommendation, the existing PD does provide for medium intensity development that encourages a mix of uses that supports existing employment uses nearby to the district. Additionally, the proposed amendments enhance the existing mixed-use PD which encourages the development of a variety of uses that are integrated together within a pedestrian-oriented environment.

Adequacy of Public Facilities - Water and sanitary sewer services are available to serve the subject property. The available sanitary sewer capacity is sufficient to handle additional commercial development in the area; however, the applicant may be responsible for making improvements to the sanitary sewer system to increase the system capacity if the property is developed for residential use.

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request.

School Capacity - The proposed development is located in the Frisco Independent School District (FISD). This area is served by Riddle Elementary, Fowler Middle School, and Liberty High School. At this time, and based upon current boundaries, FISD has determined there are capacity issues at all three schools but they are prepared to amend feeder boundaries if necessary.

Public Safety Response Time - Based upon existing personnel, equipment, and facilities, fire emergency response times will be sufficient to serve the site. Residential units in this area will increase EMS and fire calls for service, and may impact future staffing levels and the type of equipment assigned to area fire stations.

Access to and Availability of Amenities and Services - There are no park facilities between Preston Road and Ohio Drive north of Rasor Boulevard, and no park facilities are planned in that area because there is no land available to make public park facilities possible in that area. However, there is a green belt (Legacy Trail) that is available on the southeast side of Rasor Road and that is the only public park improvement near the area. Though there are no public park amenities in this area, the PD has an extensive amount of open spaces and amenities to support its residents.

The subject property is located about the same distance from both Parr Library and Davis Library. Parr Library could accommodate the future residences for all library services while Davis Library could also accommodate the additional residents for all activities except for programming.

ISSUES:

Impact on City Services and Availability of Amenities and Services

In April 2012, the City Council adopted interim amendments to the Comprehensive Plan which included recommendations pertaining to the use of the city's undeveloped land. The following four recommendations are notably applicable to this zoning request:

1. All residential rezoning requests should be evaluated to determine the impact on infrastructure, public safety response, school capacity, and access to and availability of amenities and services.

The proposed site does not have nearby parks to serve the development and there are no planned or existing neighborhood park facilities that will serve homes in this location. Additionally, FISD representatives have stated that there are capacity issues at all three schools (Riddle Elementary, Fowler Middle School, and Liberty High School), but FISD is prepared to amend feeder boundaries if necessary. Finally, public safety response times are sufficient to support the proposed development.

2. Isolated residential development should not be permitted; residential rezoning requests need to establish a complete neighborhood or expand an existing neighborhood or an urban mixed-use center. Mid-rise multifamily development (5 to 12 stories) and special needs housing (i.e., senior housing) could be an exception if the surrounding land uses are compatible.

The applicant is proposing a maximum of 350 multifamily residential units. The subject property does not expand into any existing residential neighborhoods but it does add more residential units into the existing urban mixed-use center. The request is in conformance with this policy recommendation.

3. The 1,200-foot setback for residential uses from the centerline of State Highway 121 should be retained, and applied to the Dallas North Tollway, State Highway 190/President Bush Turnpike, and U.S. Highway 75. Factors including topography, creeks, vegetation, and existing development patterns should be considered in applying this standard.

The existing site does not fall within the 1,200-foot setback from State Highway 121, Dallas North Tollway, State Highway 190/President Bush Turnpike, or U.S. Highway 75.

4. New multifamily zoning should require a minimum density of 40 dwelling units per acre on the project site. Phased development should have a minimum average density of 40 dwelling units per acre. However, no phase having less than 40 units per acre may be constructed, unless preceded by or concurrently built with a phase which maintains the minimum 40 dwelling units for the overall project. Additionally, mid-rise multifamily development and neighborhood mixed-use zoning districts could be exceptions to this minimum density requirement.

Although the proposed PD amendments do not specify a minimum density, the proposed concept plan for Headquarters Village, Lot 2, Block A, shows a residential density of 63 units per acre and is proposing a layout which attempts to maximize the property for multifamily uses while preserving access and connectivity to the White Rock Creek greenbelt. The multifamily density proposed by the concept plan is in conformance with this policy recommendation.

SUMMARY:

The applicant is requesting to amend PD-20-MU to allow a maximum of 350 multifamily residential units, by right, in Sub-Area A, south of Towne Square Drive, and to allow the minimum pitch of the primary roof to be 3:12 or greater for those multifamily residential buildings. The proposed PD amendments are consistent with the form and intent of the existing PD. The amendments will allow multifamily residence to occur by right in Sub-Area A where the use is currently permitted by SUP only and is limited to the second floor and above, not exceeding 10% of the total floor area. Currently, 10% of the total floor area in Sub-Area A is 27,400± square feet. The proposed multifamily residence buildings floor area, as shown on the accompanying concept plan, is 111,300 square feet. The proposed minimum roof pitch amendment will allow for architectural relief of roof forms for the multifamily development.

The proposed amendments will enhance the existing mixed-use PD which encourages a variety of integrated uses and architectural designs while supporting existing employment uses and the Future Land Use Plan. Staff recommends approval of the proposed amendments.

RECOMMENDATION:

Recommended for approval as follows: (Additions are shown as underlined text; deletions are indicated by strikethrough text). The PD-20-MU district includes exhibits that are being retained by this proposed ordinance amendment.

1. Sub-Area A (Preston Rd. Mixed-Use)

a. Uses Permitted

- i. By Right: All those uses permitted in the Retail, Office-2 districts, one regional theater and single-family attached residences. South of Towne Square Drive, a maximum of 350 multifamily residential units are permitted, and are exempt from the requirements stated in 1.a.ii.
- ii. By Specific Use Permit: All those uses permitted by specific use permit in the Retail and Office-2 districts, plus multifamily. Multifamily residential units are limited to the second floor and above and may not exceed 10% of total floor area in Sub-Area A.

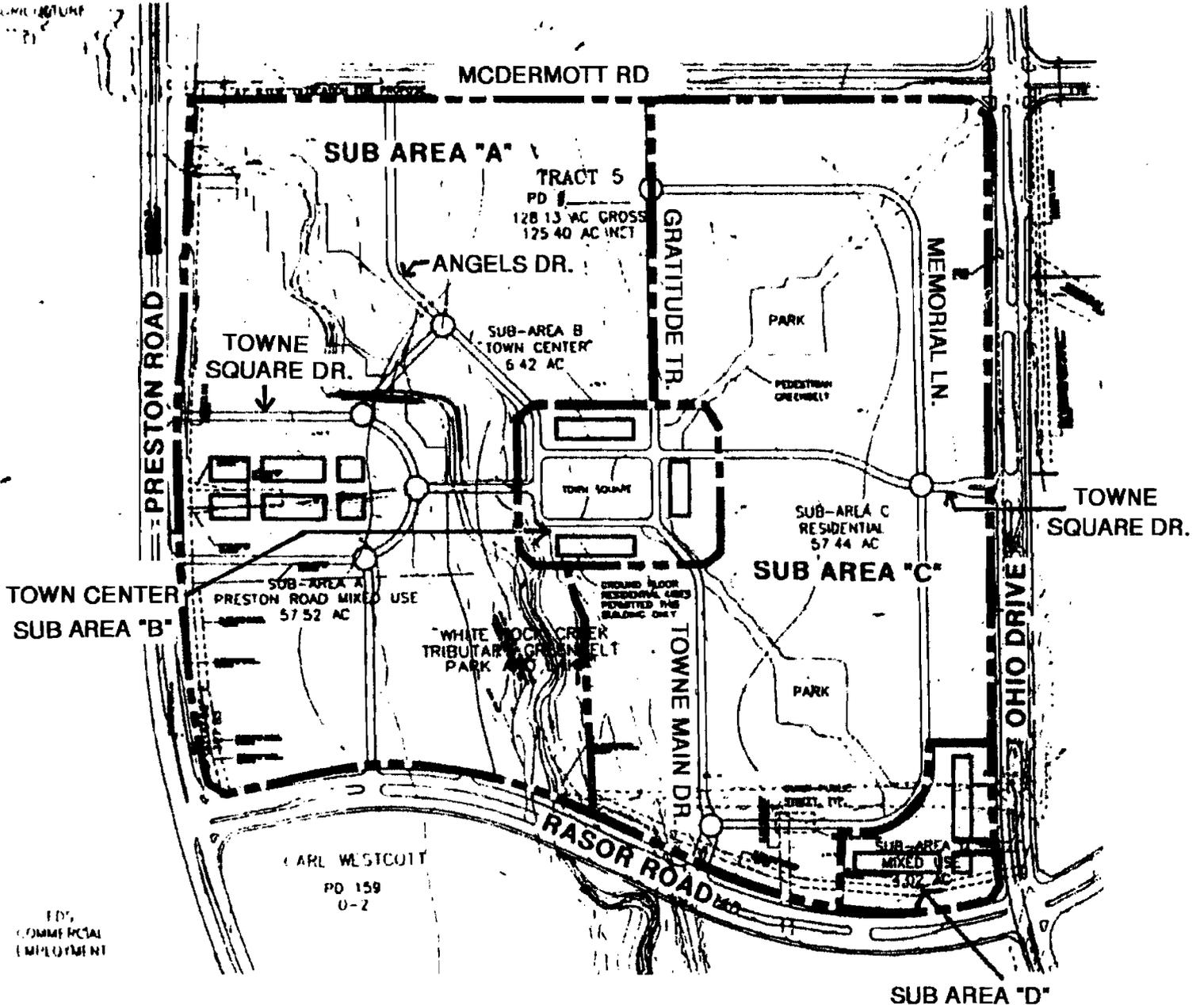
6. Architecture and Landscape Design - General Requirements

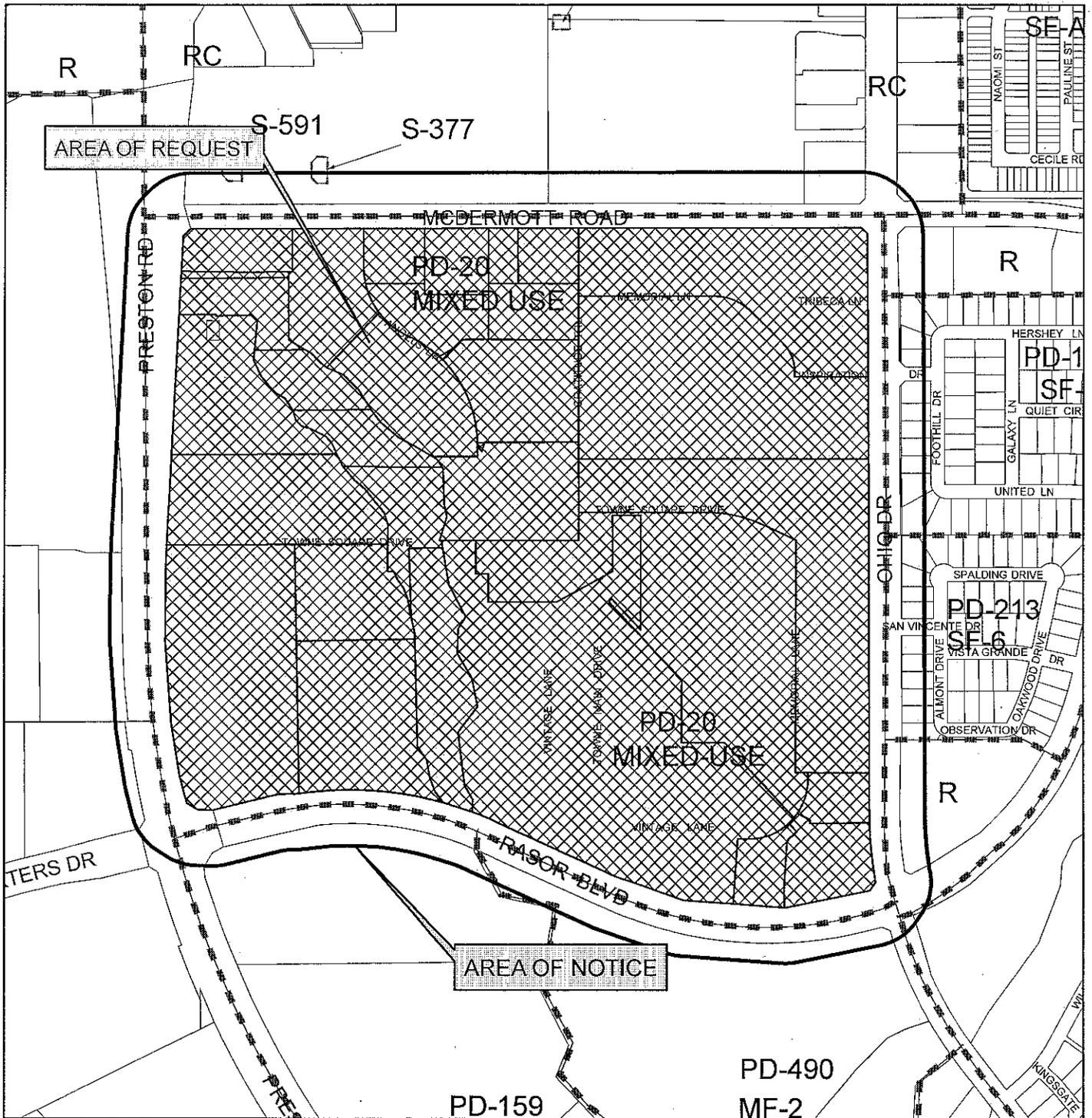
h. Building Design

- ii. Except for a flat roof screened by a parapet, the minimum pitch of the primary roof shall be 6:12 or greater. Roof extensions over doorways, balconies, and porches may be of any pitch, except as noted below:
 1. The minimum pitch of the primary roof shall be 3:12 or greater for multifamily buildings in Sub-Area A, south of Towne Square Drive.

PD-20-MU SUBAREA MAP

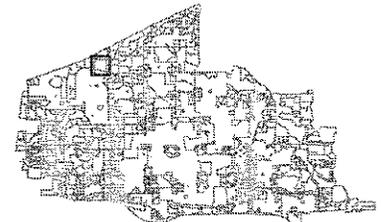
(FOR INFORMATIONAL PURPOSES ONLY)



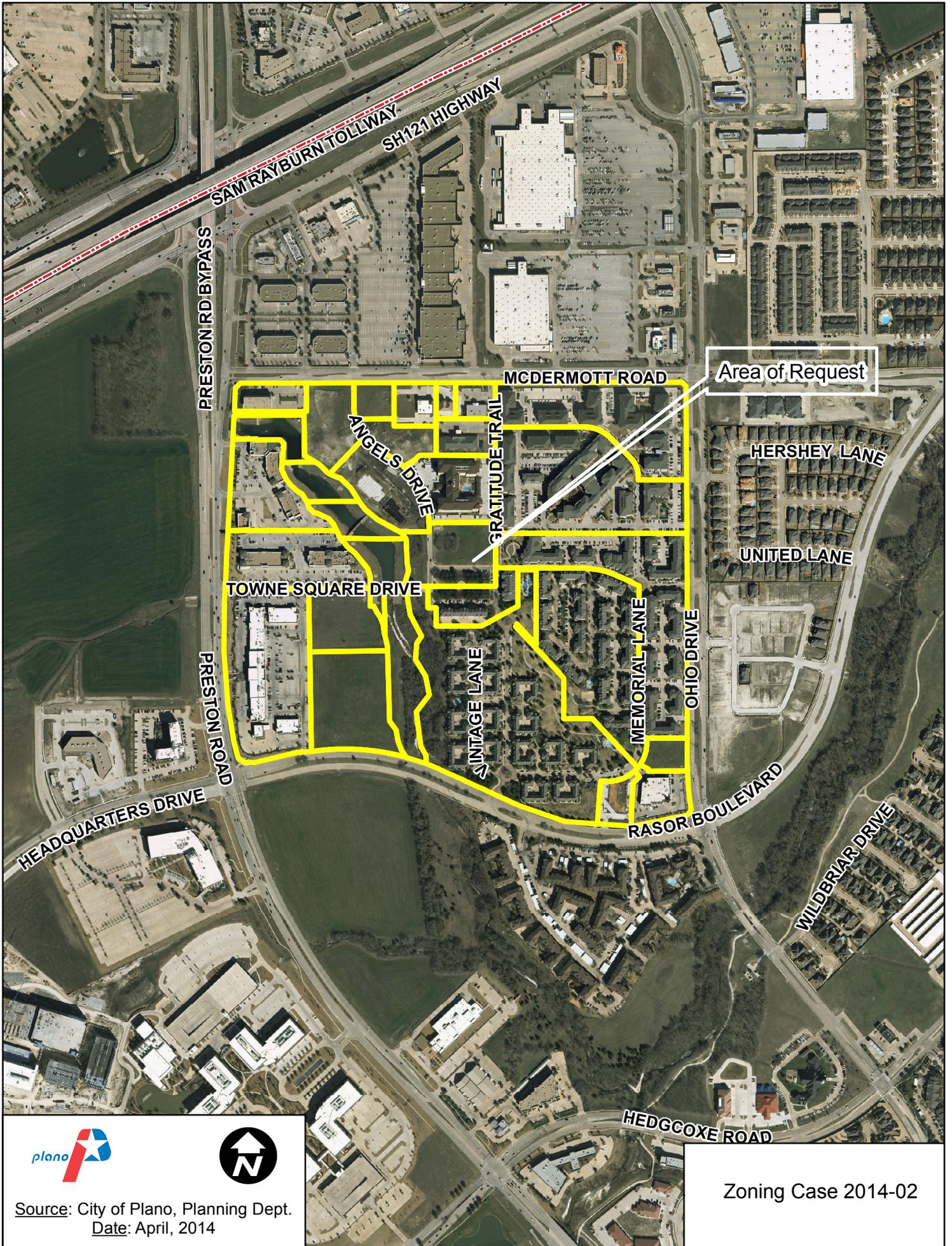


Zoning Case #: 2014-02

Existing Zoning: PLANNED DEVELOPMENT-20-MIXED-USE/
PRESTON ROAD OVERLAY DISTRICT



○ 200' Notification Buffer

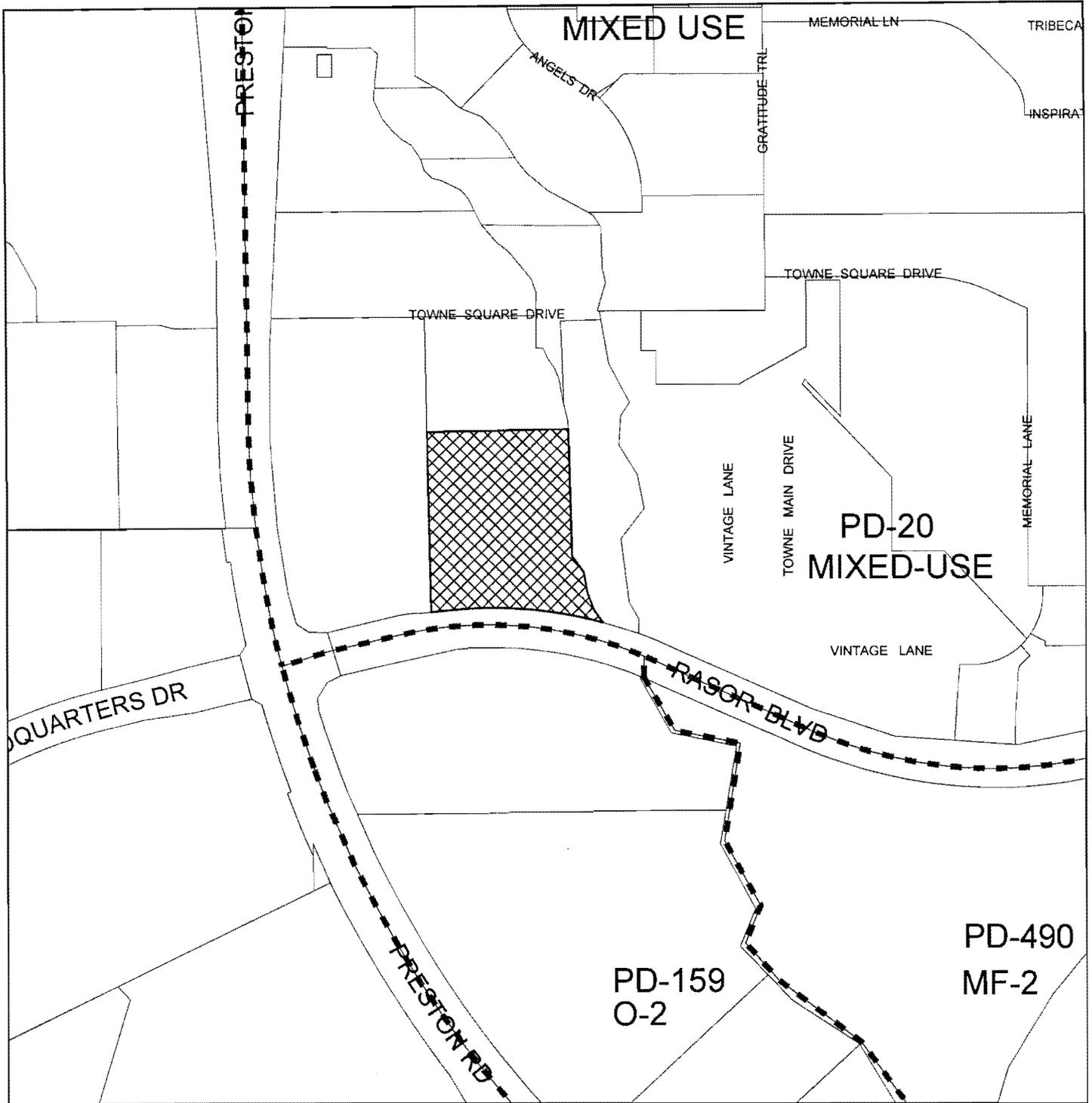


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Source: City of Plano, Planning Dept.
Date: April, 2014

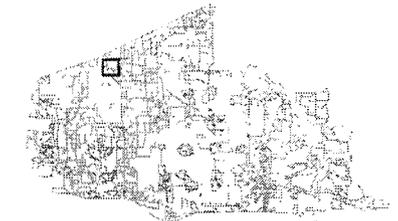
Zoning Case 2014-02



Item Submitted: REVISED CONCEPT PLAN

Title: HEADQUARTERS VILLAGE
BLOCK A, LOT 2

Zoning: PLANNED DEVELOPMENT-20-MIXED-USE/
PRESTON ROAD OVERLAY DISTRICT



○ 200' Notification Buffer



Zoning Case 2014-02

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-20-Mixed-Use on 135.3± acres of land out of the William Brown Survey, Abstract No. 66, located at the northeast corner of Preston Road and Rasor Boulevard, in the City of Plano, Collin County, Texas, to modify the development standards related to Multifamily Residence; 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 28th day of April, 2014, for the purpose of considering amending Planned Development-20-Mixed-Use on 135.3± acres of land out of the William Brown Survey, Abstract No. 66, located at the northeast corner of Preston Road and Rasor Boulevard, in the City of Plano, Collin County, Texas, to modify the development standards related to Multifamily Residence, in the City of Plano, Collin County, Texas; 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 28th day of April, 2014; and

WHEREAS, the City Council is of the opinion and finds that such amendment would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to amend Planned Development-20-Mixed-Use on 135.3± acres of land out of the William Brown Survey, Abstract No. 66, located at the northeast corner of Preston Road and Rasor Boulevard, in the City of Plano, Collin County, Texas, to modify the development standards related

to Multifamily Residence, said property being described in the legal description on Exhibit "A" attached hereto.

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

Restrictions:

The map attached hereto as Exhibit B, as amended by Exhibits C and D is hereby adopted as part of this ordinance.

1. Sub-Area A (Preston Rd. Mixed-Use)
 - a. Uses Permitted
 - i. By Right: All those uses permitted in the Retail and Office-2 districts, 1 regional theater and single-family attached residences. South of Town Square Drive, a maximum of 350 multifamily residential units are permitted, and are exempt from the requirements stated in 1.a.ii.
 - ii. By Specific Use Permit: All those uses permitted by specific use permit in the Retail and Office-2 districts, plus multifamily. Multifamily residential units are limited to the second floor and above and may not exceed 10% of total floor area in Sub-Area A.
 - b. Standards for Retail, Office-2 districts and 1 regional theater
 - i. Minimum Front Yard: 50 feet; however, this distance may be reduced to 30 feet if no parking or drive aisles are located between the building face and the street.
 - ii. Minimum Side Yard: None, except as required by building or fire codes.
 - iii. Minimum Rear Yard: None, except as required by building or fire codes.
 - iv. Maximum Height: 8 stories. Maximum height for parking structures is 3 levels above grade.
 - v. Parking Requirements: As required by Section 3.1100 of the Comprehensive Zoning Ordinance, except multifamily residence, which shall be parked at 1 space per bedroom.
 - vi. A minimum of 12.0± acres of land along the White Rock Creek shall be maintained as open space and shall be open to the public at all times.

- vii. Landscaping: As required by Section 3.1200, (Landscaping Requirements), and Section 4.500 (Preston Road Overlay District), of the Comprehensive Zoning Ordinance

- c. Standards for Single-Family Residence Attached (SF-A) development

Single-Family Residence Attached shall be developed according to Subsection 2.809 (Single-Family Residence Attached) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance except for the following.

- i. Single-family residence attached lots shall abut a quasi-public street or private mews street as the only point of street frontage and access. Mews streets shall be provided in accordance with the following:

Private mews streets are designed to provide garage and service access to individual lots. The minimum design standard for mews streets is 28 feet of easement with a minimum 22 feet of paved drive lane. Parkways must be paved with a contrasting material. No parking is allowed on mews streets unless additional easement width is provided. Private mews streets shall not be gated.

- ii. Front Yard: Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews streets or fire lanes.
- iii. Side Yard (Corner Lot): Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews streets or fire lanes.
- iv. Rear Yard: There shall be no minimum setback except for garages. Rear entry garages shall be required; no front entry garages shall be allowed. Individual garages shall access private mews streets. The distance from the garage to the private mews street pavement shall be 3 or less feet in length from the pavement or shall be 20 feet or greater in length from the pavement.
- v. Lot Depth: Minimum 70 feet.
- vi. Single-family attached uses shall be exempt from the usable open space requirements in Subsections 2.809.3 and 2.809.5 of the Comprehensive Zoning Ordinance.

- vii. Height: Minimum height shall be 2 stories; there shall be no maximum height.
 - viii. Maximum Lot Coverage: 100%
 - d. Phasing
 - i. A Certificate of Occupancy shall not be issued until the White Rock Creek tributary greenbelt park and lake are completed and available for public access.
 - ii. A Certificate of Occupancy shall not be issued for a regional theater or any property abutting the proposed Type D thoroughfare between Preston Rd. and Ohio Dr. until the southern half of the street is completed.
2. Sub-Area B (Town Center)
- a. Uses Permitted
 - i. Multifamily residences and single-family attached residences
 - ii. Recreation center (public and private)
 - iii. Post office
 - iv. Private club
 - v. All office uses
 - vi. All uses permitted in the Retail district except the following:
 - 1. Dry cleaning plant
 - 2. Indoor commercial amusement
 - 3. Mortuary/funeral parlor
 - 4. Motel/hotel
 - 5. Residence hotel
 - 6. Small engine repair shop
 - 7. Theater

8. Tool rental shop
 9. Veterinary clinic/kennel
 10. Automotive parts sales
 11. Automobile repair-minor/service station
 12. Car wash
 13. Building materials and hardware
 14. Tire dealer
- vii. No single occupancy may exceed 7,500 square feet except as permitted by specific use permit.

b. Standards for Single-Family Residence Attached (SF-A) development

Single-Family Residence Attached shall be developed according to Subsection 2.809 (Single-Family Residence Attached) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance except for the following:

- i. Single-family residence attached lots shall abut a quasi-public street or private mews street as the only point of street frontage and access. Mews streets shall be provided in accordance with the following:

Private mews streets are designed to provide garage and service access to individual lots. The minimum design standard for mews streets is 28 feet of easement with a minimum of 22 feet of paved drive lane. Parkways must be paved with a contrasting material. No parking is allowed on mews streets unless additional easement width is provided. Private mews streets shall not be gated.
- ii. Front Yard: Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews streets or fire lanes.
- iii. Side Yard (Corner Lot): Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews streets or fire lanes.
- iv. Rear Yard: There shall be no minimum setback except for garages. Rear entry garages shall be required; no front entry garages shall

be allowed. Individual garages shall access private mews streets. The distance from the garage to the private mews street pavement shall be 3 or less feet in length from the pavement or shall be 20 feet or greater in length from the pavement.

- v. Lot Depth: Minimum 70 feet.
 - vi. Single-family attached uses shall be exempt from the usable open space requirements in Subsections 2.809.3 and 2.809.5 of the Comprehensive Zoning Ordinance.
 - vii. Height: Minimum height shall be two stories; there shall be no maximum height.
 - viii. Maximum Lot Coverage: 100%
- c. Standards for Multifamily Residences and Nonresidential Uses:
- i. Minimum Nonresidential Floor Area: The ground floor of any building fronting on Town Square may be a nonresidential use to a minimum depth of 50 feet back from the facade facing Town Square. Buildings facing Town Square may also be developed entirely for residential uses and shall be developed as single-family residence attached.
 - ii. Maximum Multifamily Density: 35 units per acre
 - iii. Required Front Yard (Town Square): Building facades must be constructed such that 80% of the building face is no less than 10 feet and no more than 20 feet from the parking curb line at Town Square.
 - iv. Minimum Interior Side Yard: None, except as required by building or fire codes.
 - v. Required Rear Yard: Building facades must be constructed such that there is 20 feet from the face of enclosed garage doors to the nearest line of a private way, if a tandem parking space is desired; otherwise a 10 foot setback for the garage from the aisle is required.
 - vi. Minimum Floor Area per Dwelling Unit: 400 square feet; in addition, no more than 10% of the units may be less than 550 square feet in size.
 - vii. Maximum Lot Coverage: None

- viii. Maximum Height: 4 story (65 feet)
- ix. Minimum Height: Two-and-one-half story for the southern building. Three story for the northern and eastern buildings; however, loft or multilevel space may be included in these buildings.
- x. Parking Requirements
 - 1. Multifamily: 1 parking space per bedroom (Tandem parking space permitted in 20 feet behind enclosed garage doors.)
 - 2. Nonresidential Uses: 1 space per 300 square feet
 - 3. Community Facilities: No parking required
 - 4. Parking is restricted to quasi-public streets, parking garages, or tandem spaces provided for the multifamily residential units. Parking lots are prohibited within this sub-area. Additional parking, if necessary, must be provided offsite, as required by Section 3.1100 of the Comprehensive Zoning Ordinance.
- xi. Landscaping: As required by Section 3.1200 (Landscaping Requirements) and Section 4.500 (Preston Road Overlay District) of the Comprehensive Zoning Ordinance.

3. Sub-Area C (Multifamily Residential)

- a. Uses Permitted: Multifamily residences, retirement housing, and single-family attached.
- b. Residential Density
 - i. Minimum Residential Density: 28 units per acre. Residential units developed in Town Center shall be included in the density. Quasi-public streets, required open space areas and the 30-foot landscape edge required along public streets shall be excluded from the density calculation. A minimum of 15 acres, not to exceed 25 acres, shall be developed at a density of 8-12 units per acre. The minimum site area is 5 acres for density of 8-12 units per acre.
 - ii. Maximum Residential Density: 50 units per acre, not to exceed 1,450 units.

- c. Required Front Yard
 - i. Public Street: 30 feet
 - ii. Quasi-public Street: Building facades must be constructed such that 80% of the building face is no less than 10 feet and no more than 20 feet from a quasi-public street or the parking curb line on quasi-public streets.
- d. Minimum Side Yard: None, except as required by building and fire codes.
- e. Required Rear Yard: Building facades must be constructed such that there is 20 feet from the face of enclosed garage doors to the nearest line of a private way, if a tandem parking space is desired; otherwise a 10 foot setback for the garage from the aisle is required.
- f. Minimum Floor Area per Dwelling Unit: 400 square feet; in addition, no more than 10% of the units may be less than 550 square feet in size.
- g. Maximum Lot Coverage: None
- h. Maximum Height: 7 story
- i. Minimum Height: 2 story for densities at 8-12 units per acre. Three story for higher density development.
- j. Minimum Usable Open Space
 - i. A minimum of 3 acres of public open space shall be configured to link Sub-Area C to Sub-Area B (Town Center) and Sub-Area D.
 - ii. An illuminated, pedestrian pathway shall be constructed and paved to connect the sub-areas.
 - iii. At least 1 active recreation area shall be created along each pathway containing a minimum contiguous area of 30,000 square feet.
 - iv. One hundred square feet per unit as defined by Section 1.600 of the Comprehensive Zoning Ordinance. Excluded are the required landscaping and the 3 acres of required open space referenced in j.i. above. The open space shall have a minimum width of 15 feet.

- k. Landscaping: As required by Section 3.1200 (Landscaping Requirements) and Section 4.500 (Preston Road Overlay District) of the Comprehensive Zoning Ordinance.
- l. Parking Requirements for Multifamily Residential: One parking space per bedroom. (Tandem parking space permitted in 20 feet behind enclosed garage doors may be counted toward this requirement.)
- m. Architectural and signage requirements shall be adopted by ordinance prior to approval of any plans.
- n. Phasing: A Certificate of Occupancy shall not be issued for any phase until:
 - i. The entire pedestrian greenbelt abutting a particular phase is completed from Town Square to either Sub-Area D or Ohio Dr. and opens to the public.
 - ii. The southern and eastern buildings fronting Town Square have been substantially completed.

4. Sub-Area D

- a. Uses Permitted: Same as Sub-Area B, except veterinary clinics are allowed by right and gasoline sales are allowed as an accessory use. Single-family attached residence is prohibited.
- b. Development Options - This property may develop as any one of the following:
 - i. Entirely Nonresidential - A minimum of 30,000 square feet of nonresidential uses must be developed. This requirement may be phased, with the first phase containing a minimum of 15,000 square feet of nonresidential development. Each retail building must have storefronts on at least 2 sides.
 - ii. Mixed-Use - A minimum of 30,000 square feet of nonresidential uses must be developed. This requirement may be phased, with the first phase containing a minimum of 15,000 square feet of nonresidential development. Each retail building must have storefronts on at least 2 sides. A maximum of 200 residential units may be developed.
 - iii. Entirely Residential - Residential development shall be constructed in accordance with the regulations contained within this sub-area

and the approved preliminary site plan which is attached as a part of this ordinance. A maximum of 120 residential units may be developed.

- c. Maximum Residential Density: 80 units per acre
 - d. Minimum Front Yard (Public Streets): 50 feet. This distance may be reduced to 30 feet if no drive aisles or parking areas are located between the street and the building face.
 - e. Minimum Setback (Quasi-public Streets): 10 feet from the curb line
 - f. Minimum Side Yard: None, except as required by building and fire codes
 - g. Minimum Rear Yard: None, except as required by building and fire codes
 - h. Minimum Floor Area per Dwelling Unit: Same as Sub-Area B
 - i. Maximum Lot Coverage: None
 - j. Maximum Height: Same as Sub-Area B
 - k. Parking Requirements
 - i. Multifamily Residential: 1 parking space per bedroom
 - ii. Nonresidential Uses: 1 space per 250 square feet
 - l. Landscaping: As required by Section 3.1200 (Landscaping Requirements) and Section 4.500 (Preston Road Overlay District) of the Comprehensive Zoning Ordinance
 - m. Architectural and signage requirements shall be adopted by ordinance prior to approval of any plans.
5. Urban Design Standards (Applicable to Sub-Areas A through D)
- a. Quasi-public Streets: 22 feet in width. Within Sub-Area A, the width of the quasi-public streets may be increased to 28 feet. Parking is limited to parallel spaces with angle parking allowed only in the Town Center area and Sub-Area A.
 - i. Open for the use of the public (not gated).

- ii. Parking permitted on both sides of street with no more than 4 spaces contiguous without a break for street tree and planting island.
- iii. Sidewalk 6 feet in width required on both sides of street.
- b. Private Ways: 22 feet in width. Can be gated/secured for private use of residents. Twenty foot required setback from edge of private way to face of enclosed garages, if tandem parking space desired, otherwise a 10 foot setback is required. Private ways does not include private mews streets.

6. Architecture and Landscape Design - General Requirements

a. Definitions:

- i. Diagonal Greenbelts - Greenbelts located in Sub-Area C connecting to Town Center.
- ii. Dormer Windows - Windows projecting from a pitched roof.
- iii. Masonry - Stone, clay-fired brick or tile, exterior plasters, or a combination of these materials.
- iv. Promenade - An east/west oriented walkway and open space located in Sub-Area A.
- v. Primary Roof - The roof covering enclosed building space.
- vi. Pathway - A paved walkway within a usable open space connecting a building to a street or greenbelt.
- vii. Quasi-public Streets - Quasi-public streets are privately owned and maintained drives open to public access. Required quasi-public streets are designated on the zoning exhibit as amended by Exhibits C and D. Additional quasi-public streets proposed by the developer may be designed on subsequent plans approved by the city. A fire lane shall be located within all quasi-public streets. Lots may be platted to quasi-public streets.
- viii. Streets - A public street or quasi-public street unless otherwise specified.
- ix. Town Center - All of Sub-Area B.
- x. Town Square - The public open space and plaza in Sub-Area B.

- xi. White Rock Creek Greenbelt - The open space area and related facilities in Sub-Area A along White Rock Creek.

- b. Site Plan Review: The procedures and standards contained in Article 5 of the Comprehensive Zoning Ordinance pertaining to site, landscape, and facade plans shall apply unless otherwise specified within this ordinance. The submittal and approval of plans may be phased in accordance with the planned development conditions.

- c. Street Trees: Along quasi-public streets, trees (4-inch minimum diameter) shall be required at a rate of one per 50 linear feet per side. Exact spacing and location of street trees shall be determined at the time of site plan approval. Along public streets, landscaping requirements shall be those contained in Section 3.1200 of the Comprehensive Zoning Ordinance or those contained within the Preston Road Overlay District as applicable.

- d. Telecommunications Plan: A plan for providing telecommunications service within the district and wireless antenna sites serving the larger area shall be completed by the property owners within one year of the approval of this ordinance.

- e. Parking: Except as otherwise provided, parking requirements shall be in accordance with Section 3.1100 of the Comprehensive Zoning Ordinance.
 - i. Parking shall be permitted on both sides of quasi-public streets, except where prohibited for vehicular, fire, or pedestrian safety. (See sub-area requirements.)
 - ii. Tandem parking spaces are permitted in front of a multifamily-residential garage door provided that the space is assigned to the same unit as is the garage.
 - iii. Parking lot landscaping shall conform to Section 3.1200 of the Comprehensive Zoning Ordinance.

- f. Screening
 - i. The rear and service sides of nonresidential buildings oriented toward residential development or greenbelts and open space shall be screened as provided in Section 3.1000 of the Comprehensive Zoning Ordinance.
 - ii. Roof-mounted equipment, including telecommunication antennas, shall be screened in accordance with Section 3.1000 of the Comprehensive Zoning Ordinance. Telecommunication antennas

are permitted (public and private) but must be screened from view or integrated with the architectural detailing of buildings.

- iii. Where permitted, roof-mounted and ground-mounted mechanical units must be screened from public view. Landscaping may be used to provide screening. Ground-mounted mechanical units may not be placed along the front of a building located in Sub-Areas A, B, or D.
- iv. Dumpsters shall not be located within 30 feet of a street and shall otherwise be screened from view from streets and greenbelts in accordance with Section 3.1000 of the Comprehensive Zoning Ordinance.

g. Street Naming and Addressing

- i. All quasi-public streets shall be named.
- ii. Except in Sub-Area A, all buildings shall have an individual address and may be named (e.g. The Bentley) but not numbered (e.g. Building 1 or B). Single-family residence attached shall be individually addressed.
- iii. These requirements are subject to the regulations of the U.S. Postal Service, Plano Fire Department, and other applicable agencies and jurisdictions.

h. Building Design

- i. Except for a flat roof screened by a parapet, the minimum pitch of the primary roof shall be 6:12 or greater. Roof extensions over doorways, balconies, and porches may be of any pitch-, except as noted below:
 - 1. The minimum pitch of the primary roof shall be 3:12 or greater for multifamily buildings in Sub-Area A, south of Towne Square Drive.
- ii. Roofing materials on sloped roofs shall be limited to masonry, metal, or composition shingles of a minimum weight of 225 lb./square.
- iii. Unless specified, the exterior surface of a building may be any material allowed by the building and fire codes.

- iv. No residential garage may face or directly access a street. Garage doors shall be of steel construction.
- i. Miscellaneous: Outdoor storage of consumer goods shall comply with Subsection 3.902.2. of the Comprehensive Zoning Ordinance.

7. Sub-Area A

a. Building Arrangement

- i. Buildings located along the promenade west of Town Square shall be arranged in a pattern generally consistent with that illustrated in Exhibit B, as amended by Exhibits C and D.
- ii. For buildings within (including a portion thereof) 200 feet of the White Rock Creek greenbelt, the following regulations shall apply:
 - 1. Buildings must connect to the greenbelt by a direct or shared entrance or walkway.
 - 2. No more than 10% of the required parking may be provided between the rear or service side of a building and the greenbelt.
 - 3. Buildings less than 10,000 square feet in size shall be placed adjacent to the greenbelt and may not be separated from the greenbelt by a vehicular driveway, service area, or fire lane. Plazas, patios, and open space may be used to connect buildings to the greenbelt. Single-family residence attached uses shall be exempt from this provision.
 - 4. Freestanding restaurants shall provide an outdoor patio dining area equal to or larger than 20% of the restaurant's gross floor area.

b. Building Design

- i. A minimum of 80% of any exposed exterior wall shall consist of glass or masonry.
- ii. Where visible to the public, the rear of buildings and/or service areas shall be of the same material and finish as the rest of the building.
- iii. The Planning & Zoning Commission may allow concrete, concrete block, or tile to be used on exterior walls that are not visible from

streets with site plan approval. Where permitted, alternative finishes must be consistent in color with the remainder of the building, and may be used for the walls of service courts and other facilities that are secluded from view by the specific design of a building or group of buildings.

iv. The following shall apply to buildings intended for retail occupancy (including restaurants):

1. A minimum of 50% of the surface area of the first level of the front facade and 25% of the side facades must be glass windows, doors, or display windows. The surface area shall be calculated by multiplying the length of the facade by 15 feet.
2. Covered walkways must be provided along a minimum of 50% of the length of the front facade and a minimum of 25% of the length of all side facades. This may be done through the use of awnings, arcades, roof overhangs, or similar architectural features.
3. The rear facades of buildings fronting quasi-public streets shall have rear entrances and shall comply with the glass windows, doors, or display windows and covered walkway standards for front facades in iv.1. and iv.2. above.

v. The following shall apply to buildings adjacent to the promenade regardless of use:

1. A minimum of 50% of the surface area of the first level of the facade adjacent to the promenade and 25% of the side facades must be glass windows, doors, or display windows. The surface area shall be calculated by multiplying the length of the facade by 15 feet.
2. Covered walkways must be provided along a minimum of 50% of the length of the facade adjacent to the promenade and a minimum of 25% of the length of all side facades. This may be done through the use of awnings, arcades, roof overhangs, or similar architectural features.

8. Sub-Area B (Town Center)

a. Building Arrangement

- i. The buildings in Town Center shall be arranged in a pattern generally consistent with that illustrated in Exhibit B, as amended by Exhibits C and D.
- ii. The northern and southern buildings shall be no less than 250 feet in length; the eastern building no less than 150 feet in length. Single-family residence attached uses shall be exempt from this provision.

b. Building Design

- i. Except for windows, doors, and garage doors, the exterior of all building elevations shall be 80% masonry.
- ii. The rear or service side of buildings shall be of the same material and finish as the rest of the building.
- iii. All sloped roofs in Town Center shall utilize the same material, except for roofs over towers or cupolas and accents over doorways, balconies, and porches.
- iv. Windows and glass doors shall comprise 60% of the surface area of the ground floor nonresidential building elevations facing Town Square. Windows shall comprise 30% of all other building elevations.
- v. Except for decorative windows, all residential windows shall be operable. All living area and bedroom windows, except for dormer windows, shall be a minimum of 15 square feet in size.
- vi. All residential units and nonresidential lease space shall have direct or shared access to a street along Town Square.
- vii. All buildings must use 3 or more of the following architectural features: balconies, window awnings, entry stairs and stoops, bay windows or dormer windows.
- viii. The main entrance of each commercial lease space and shared entrances shall be covered or protected in some manner such as an awning, recessed entry, or arcade walkway.

- ix. Outdoor patio or sidewalk dining is allowed. An unrestricted sidewalk, a minimum of 5 feet in width, must be maintained. These areas shall not be included in parking calculations.
 - c. Streets: Streets shall have a one-way traffic flow in a counter-clockwise direction around Town Center; however, two-way traffic shall be permitted along the west side of Town Center. On-street parking is limited to angled parking.
9. Sub-Area C
- a. Building Arrangement
 - i. Buildings shall be placed square to streets and diagonal greenbelts illustrated in Exhibit B, as amended by Exhibits C and D. Where a building abuts 2 or more streets or a greenbelt, the primary quasi-public street shall take priority in determining building orientation.
 - ii. Buildings shall be arranged in rows, squares, and similar geometric patterns to create corridors and courtyards.
 - iii. Along streets, buildings shall not be separated by more than 40 feet, unless they are separated by an intersecting street, in which case they may be separated by no more than 75 feet.
 - b. Building Design
 - i. Except for windows, doors, and garage doors, the exterior of all building elevations shall be 80% masonry.
 - ii. Flat primary roofs are prohibited in this sub-area.
 - iii. All building elevations facing streets, greenbelts, and pathways shall contain windows occupying 30% or more of the elevation.
 - iv. Except for decorative windows, all residential windows shall be operable. The windows in living areas and bedrooms, except for dormer windows, shall be a minimum of 15 square feet in size.
 - v. All units must have either direct or shared access to a quasi-public street, greenbelt, or pathway.
 - vi. All stairs (except entry stairs and stoops to individual units and shared hallways) and elevated walkways shall be substantially screened from view from streets and open space pathways.

- vii. All buildings must use 3 or more of the following architectural features: balconies, window awnings, entry stairs and stoops, bay windows, or dormer windows.
 - viii. A minimum of 3 architectural styles shall be developed within Sub-Area C. Each style shall include a set of common elements such as massing and articulation, materials, doors, windows, etc. Any one phase may consist of a single architectural style.
 - ix. Each building within a specific style group must use architectural detailing, as listed in viii. above, to achieve a unique identity; however, basic building dimensions may remain the same.
 - x. A facade plan illustrating the compliance of the prototypical design of each building style with these provisions shall be submitted concurrent with the site plan for each phase.
- c. Parking
- i. Parking on quasi-public streets is limited to parallel parking. No more than 4 parking spaces may be placed in a row without a break (minimum 6 feet wide).
 - ii. Parking lots, garages, carports, and parking structures must be screened from streets and greenbelts by buildings, walls, or landscaping, or a combination of the three.
10. Sub-Area D
- a. Building Arrangement
- i. The buildings in Sub-Area D shall be arranged in a pattern generally consistent with that illustrated in Exhibit B, as amended by Exhibits C and D.
 - ii. Building entries and storefronts shall be arranged to access both public streets and the adjacent quasi-public street in Sub-Area C.
- b. Building Design
- i. Except for windows, doors, and garage doors, the exterior of all building elevations shall be 80% masonry.
 - ii. Where visible to the public, the rear of buildings and/or service areas shall be of the same material and finish as the rest of the building.

- iii. All sloped roofs in Sub-Area D shall utilize the same material, except for roofs over towers or cupolas and accents over doorways, balconies, and porches.
- iv. Windows and glass doors shall comprise 60% of the ground floor building elevations facing Robinson Rd. and Ohio Dr. Windows shall comprise 30% of the remaining elevations.
- v. Except for decorative windows, all residential windows shall be operable. All living area and bedroom windows, except for dormer windows, shall be a minimum of 15 square feet in size.
- vi. All buildings must use 3 or more of the following architectural features: balconies, window awnings, entry stairs and stoops, bay windows, or dormer windows.
- vii. A special building element such as a tower, cupola, spire, or taller roof form shall be constructed to terminate the diagonal open space axis originating in Town Center. This building element shall extend a minimum of 10 feet above the height of the adjacent building(s).
- viii. The main entrance of each commercial lease space or shared entrance shall be covered or protected in some manner such as an awning, recessed entry, or arcade walkway.
- ix. Outdoor patio or sidewalk dining is allowed. An unrestricted sidewalk, a minimum of 5 feet in width, must be maintained. These areas shall not be included in parking calculations.

Section III. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

Section VI. Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

PASSED AND APPROVED THIS THE 28TH DAY OF APRIL, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2014-02

BEING a 5.5542 acre tract of land, more or less, out of the William Brown Survey, Abstract No. 66, Lot 2, Block A of Headquarters Village, an addition to the City of Plano, Collin County, Texas, according to the Plat thereof recorded in Volume 2007, Page 308, Map Records, Collin County, Texas.

BEGINNING at a 5/8-inch iron rod set at the southwest corner of Lot 2, Block A, of said Headquarters Village;

THENCE North, $00^{\circ} 23' 16''$ West, a distance of 547.03 feet to a point for corner;

South, $89^{\circ} 36' 44''$ West, a distance of 428.06 feet to a point for corner;

South, $00^{\circ} 46' 07''$ East, a distance of 387.21 feet to a 1/2-inch iron rod found for corner;

South, $35^{\circ} 18' 25''$ East, a distance of 59.83 feet to a 1/2-inch iron rod found for corner;

South, $09^{\circ} 23' 08''$ East, a distance of 64.51 feet to a 5/8-inch iron rod set for corner;

South, $20^{\circ} 31' 54''$ East, a distance of 55.11 feet to a 5/8-inch iron rod set for corner;

South, $35^{\circ} 02' 23''$ East, a distance of 45.61 feet to a 5/8-inch iron rod set for corner in the north right-of-line of said Razor Road (120-foot right-of-way at this point) for the beginning of a non-tangent curve to the left with a radius of 1,260.00 feet, a central angle of $22^{\circ} 42' 50''$, and a chord bearing and distance of North, $85^{\circ} 14' 22''$ West, 496.24 feet;

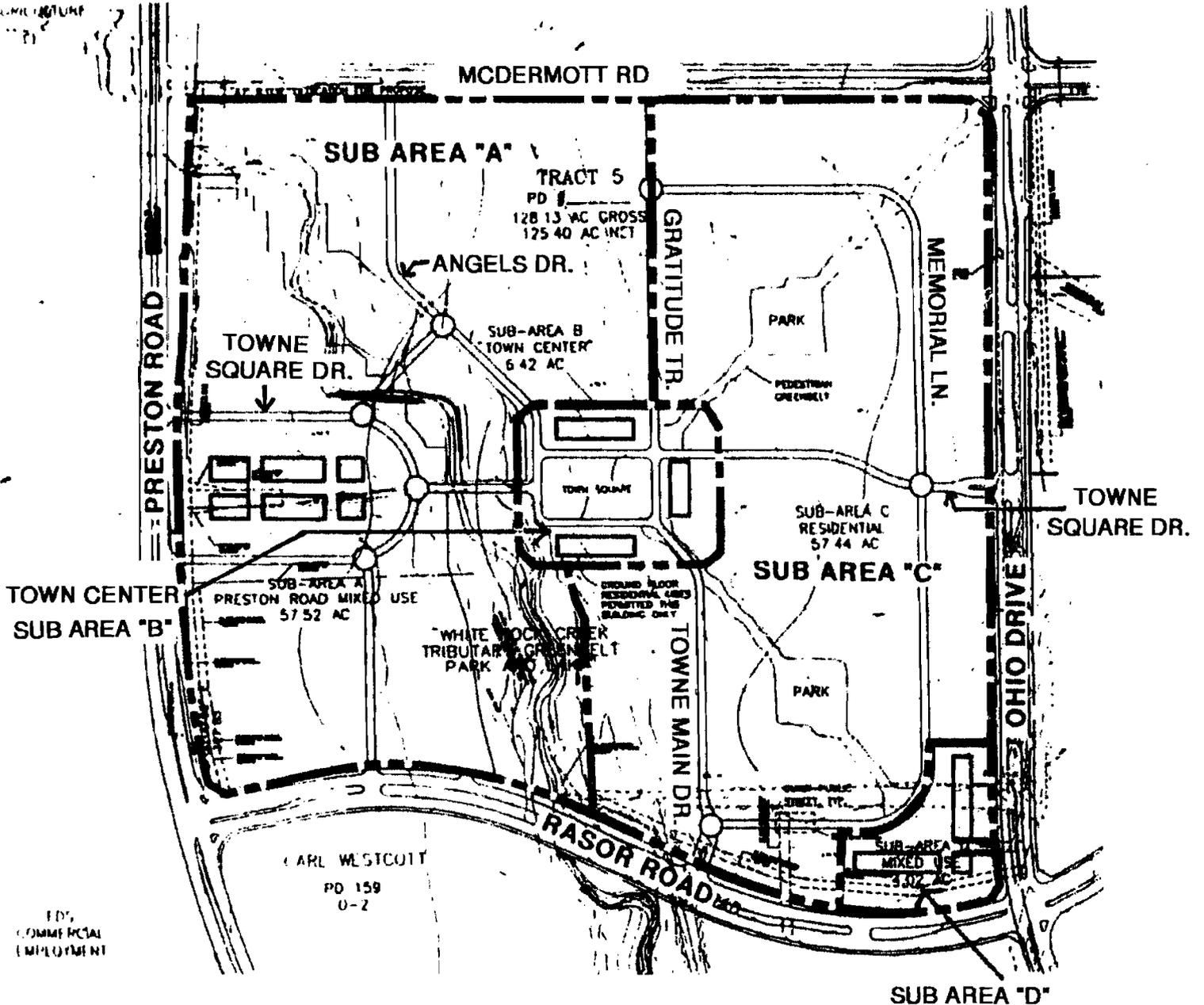
THENCE with said north right-of-way line, the following courses and distances to wit:

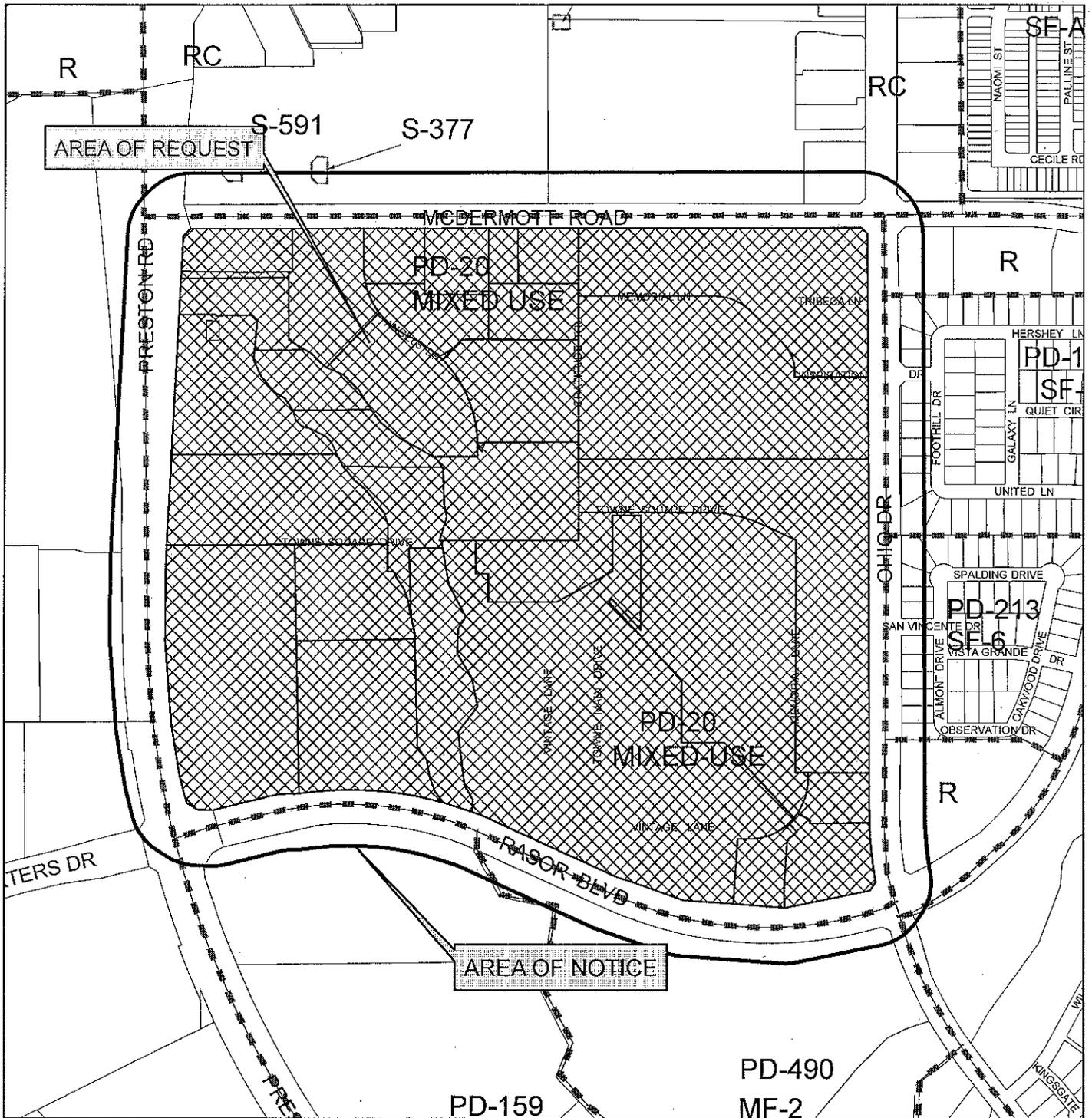
Northwesterly, with said curve, an arc distance of 499.50 feet to a 5/8-inch iron rod set for corner;

South, $84^{\circ} 26' 01''$ West, a distance of 25.75 feet to the POINT OF BEGINNING and CONTAINING 5.5542 acres of land.

PD-20-MU SUBAREA MAP

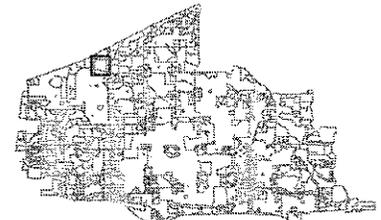
(FOR INFORMATIONAL PURPOSES ONLY)





Zoning Case #: 2014-02

Existing Zoning: PLANNED DEVELOPMENT-20-MIXED-USE/
PRESTON ROAD OVERLAY DISTRICT



○ 200' Notification Buffer

DATE: April 8, 2014
TO: Honorable Mayor & City Council
FROM: Richard Grady, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of April 7, 2014

**AGENDA ITEM NO. 7 - PUBLIC HEARING
ZONING CASE 2014-06
APPLICANT: ENTERPRISE HOLDINGS**

Request for Specific Use Permit for Automobile Leasing/Renting on 0.1± acre located 205± feet north of Granite Parkway and 517± feet east of Dallas North Tollway. Zoned Central Business-1/State Highway 121/Dallas North Tollway Overlay Districts.

APPROVED: 6-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

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: April 28, 2014 (To view the agenda for this meeting, see www.planotx.gov)

PUBLIC HEARING - ORDINANCE

RA/av

xc: James Kirchhoff, Granite Properties
Heath Middleton, Enterprise Holdings
Wayne Snell, Permit Services Manager

<http://goo.gl/maps/hT5xP>

CITY OF PLANO
PLANNING & ZONING COMMISSION

April 7, 2014

Agenda Item No. 7

Public Hearing: Zoning Case 2014-06

Applicant: Enterprise Holdings

DESCRIPTION:

Request for Specific Use Permit for Automobile Leasing/Renting on 0.1± acre located 205± feet north of Granite Parkway and 517± feet east of Dallas North Tollway. Zoned Central Business-1/State Highway 121/Dallas North Tollway Overlay Districts.

REMARKS:

The requested zoning is for a Specific Use Permit (SUP) for Automobile Leasing/Renting. The Zoning Ordinance defines automobile leasing/renting as the storage, leasing, or renting of automobiles, motorcycles, and light load vehicles. 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 subject property is zoned Central Business-1 (CB-1). The CB-1 district is intended for use in conjunction with the Commercial Employment (CE) district to permit a highly concentrated business center similar to traditional downtown areas of major cities.

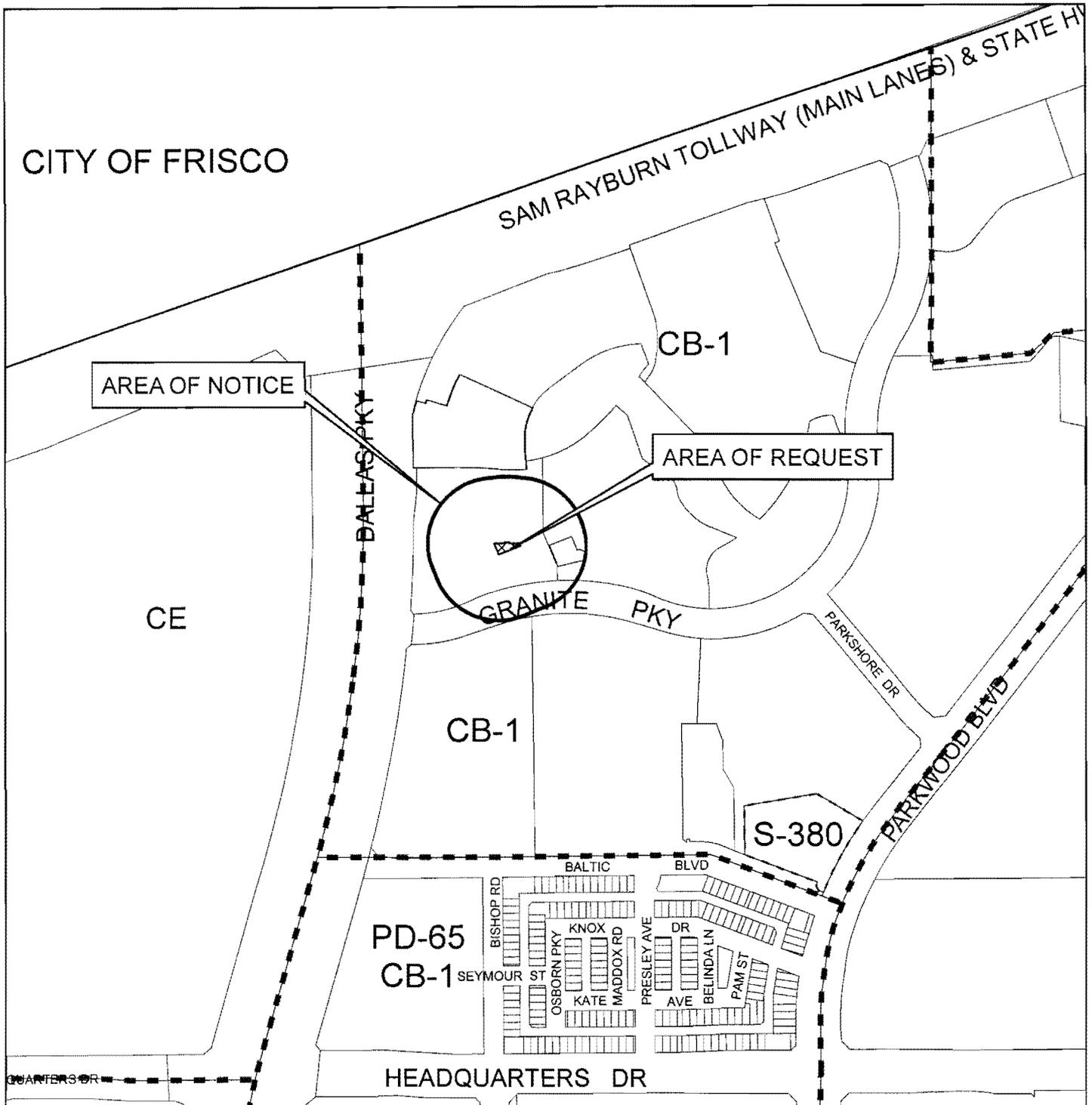
The land to the west of the subject property, across the Dallas North Tollway, is zoned CE and is undeveloped. To the north, the property is zoned CB-1 and is developed as a restaurant. The property to the east, zoned CB-1, is under construction as a hotel with conference space. To the south, across Granite Parkway, the property is under construction as a general office building.

The subject property has frontage on the Dallas North Tollway and is developed as a retail superstore. The site will derive its access from the frontage road of the Dallas North Tollway and Granite Parkway. Onsite parking is sufficient to accommodate the proposed auto leasing/renting use and the storage of vehicles will occur in designated spaces within the parking garage on Granite Park 3, Block B, Lot, 6.

The proposed automobile leasing/renting use is consistent with the existing mix of development within the Dallas North Tollway and State Highway 121 corridor which generally consists of retail, office, and restaurant uses. Due to the high traffic volume of the Dallas North Tollway and State Highway 121 corridor, and existing access from the frontage road, as well as the existing mix of development within this corridor, staff believes this is an appropriate location for automobile leasing/renting.

RECOMMENDATION:

Recommended for approval as submitted.



Zoning Case #: 2014-06

Existing Zoning: CENTRAL BUSINESS-1/
STATE HIGHWAY 121 &
DALLAS NORTH TOLLWAY OVERLAY DISTRICTS

○ 200' Notification Buffer





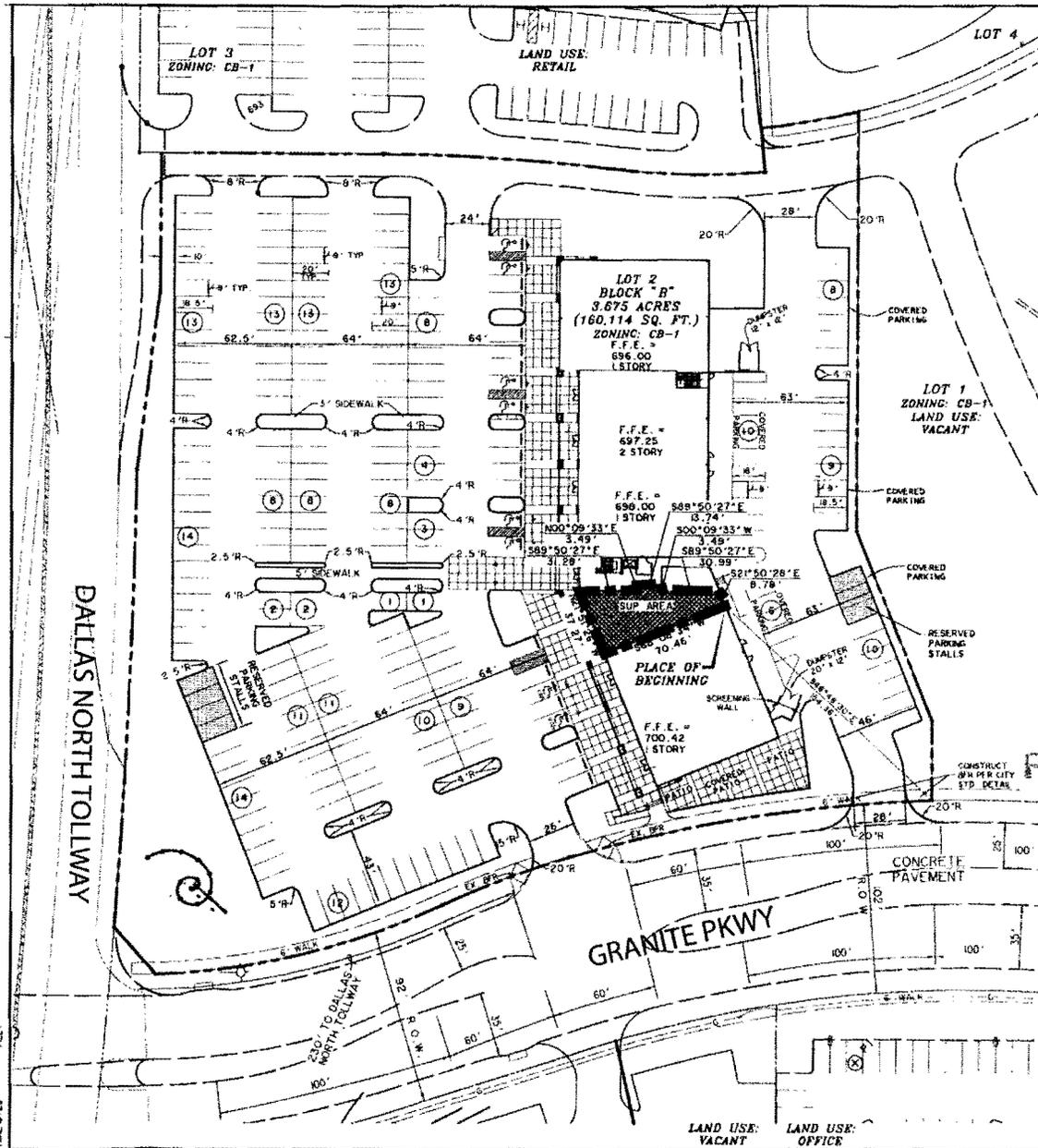
Area of Request

GRANITE PARKWAY

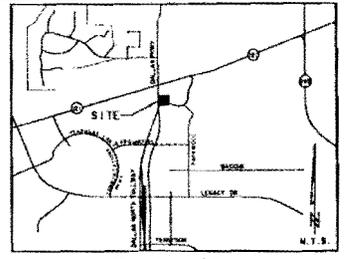


Source: City of Plano, Planning Dept.
Date: April, 2014

Zoning Case 2014-06



- LEGEND**
- ⊕ DENOTES HANDICAP PARKING SPACE
 - ⊕ DENOTES HANDICAP ACCESSIBLE PARKING SIGN, SEE SHEET No. B FOR DETAIL.
 - ⊕ EXISTING STORM DRAIN INLET
 - ⊕ PROPOSED STORM DRAIN INLET
 - ⊕ EXISTING WATER VALVE
 - ⊕ PROPOSED WATER VALVE
 - ⊕ EXISTING FIRE HYDRANT
 - ⊕ PROPOSED FIRE HYDRANT
 - ⊕ EXISTING S.S.M.H.
 - ⊕ PROPOSED S.S.M.H.
 - ⊕ PROPOSED WATER LINE REDUCER
 - ⊕ DENOTES NUMBER OF PARKING SPACES IN PARKING ISLE.
 - ⊕ DENOTES SUP AREA
 - ⊕ DENOTES RESERVED PARKING STALLS



*** FIELD NOTES - CAR LEASE TRACT ***
Lot 2, Block B, Granite Park Addition

BEING A TRACT OF LAND LOCATED IN THE JABEZ DEGMAN SURVEY, ABSTRACT No. 279 AND THE SAMUEL H. BROWN SURVEY, ABSTRACT No. 108, COLLIN COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK "B", GRANITE PARK, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS, RECORDED IN CABINET "C", PAGE 326, PLAT RECORDS, COLLIN COUNTY, TEXAS, (P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT, FROM WHICH A CONCRETE MONUMENT FOUND WITH 2" ALUMINUM DISK, BEARS S 46°48'30" E, 154.36 FEET, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID LOT 2, THE SOUTHWEST CORNER OF LOT 1R, BLOCK B, GRANITE PARK, PHASE B, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS, RECORDED IN VOLUME 2008, PAGE 523, P.R.C.C.T., AND IN THE NORTH RIGHT-OF-WAY LINE OF GRANITE PARKWAY (A 102' WIDE RIGHT-OF-WAY),

THENCE S 68°08'34" W, 70.46 FEET TO A POINT,

THENCE N 21°51'26" W, 37.27 FEET TO A POINT,

THENCE S 89°50'27" E, 31.28 FEET TO A POINT,

THENCE N 00°09'33" E, 3.49 FEET TO A POINT,

THENCE S 89°50'27" E, 15.74 FEET TO A POINT,

THENCE S 00°09'33" W, 3.49 FEET TO A POINT,

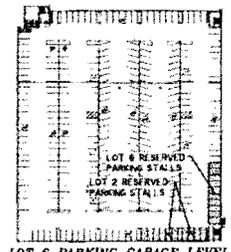
THENCE S 89°50'27" E, 30.99 FEET TO A POINT,

THENCE S 21°50'28" E, 0.78 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.038 ACRES (1,670 SQUARE FEET) OF LAND, MORE OR LESS.

RECEIVED
MAR 16 2014

PLANNING DEPT.

APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS SUBMIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAN, 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, PLANS, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.



ZONING EXHIBIT FOR ZC 2014-08
LOT 2, BLOCK B
GRANITE PARK

AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS, BEING 3.675 ACRES OF LAND LOCATED IN THE SAMUEL H. BROWN SURVEY, ABSTRACT No. 108 AND THE JABEZ DEGMAN SURVEY, ABSTRACT No. 279, CITY OF PLANO, COLLIN COUNTY, TEXAS.

OWNER:
TOLLWAY/181 RESTAURANTS, LTD.
5801 GRANITE PARKWAY
SUITE 800
PLANO, TEXAS 75024
(972) 731-2500

PREPARED BY:
WIA WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
701 WOODS BLVD., SUITE 200 WICHITA, KS 67201-4078 (913) 777-1700
Fax: (913) 777-1775 www.wia-wier.com

SHRKT 1 OF 1
03-10-2014
DATELOD-SupCenter@HAPlan
W. A. No. 03125-03

Zoning Case 2014-06

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. 647 so as to allow the additional use of Automobile Leasing/Renting on 0.1± acre of land out of the Jabez Degman Survey, Abstract No. 279, and the Samuel H. Brown Survey, Abstract No. 108, located 205± feet north of Granite Parkway and 517± feet east of the Dallas North Tollway, in the City of Plano, Collin County, Texas, presently zoned Central Business-1; 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 28th day of April, 2014, for the purpose of considering granting Specific Use Permit No. 647 for the additional use of Automobile Leasing/Renting on 0.1± acre of land out of the Jabez Degman Survey, Abstract No. 279, and the Samuel H. Brown Survey, Abstract No. 108, located 205± feet north of Granite Parkway and 517± feet east of the Dallas North Tollway, in the City of Plano, Collin County, Texas, presently zoned Central Business-1; 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 28th day of April, 2014; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 647 for the additional use of Automobile Leasing/Renting on 0.1± acre of land out of the Jabez Degman Survey, Abstract No. 279, and the Samuel H. Brown Survey, Abstract No. 108, located 205± feet north of Granite Parkway and 517± feet east of the Dallas North Tollway, in the City of Plano, Collin County, Texas, presently zoned Central Business-1, 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. 647 for the additional use of Automobile Leasing/Renting on 0.1± acre of land out of the Jabez Degman Survey, Abstract No. 279, and the Samuel H. Brown Survey, Abstract No. 108, located 205± feet north of Granite Parkway and 517± feet east of the Dallas North Tollway, in the City of Plano, Collin County, Texas, presently zoned Central Business-1, 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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section 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 28TH DAY OF APRIL, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2014-06

BEING a tract of land located in the Jabez Degman Survey, Abstract No. 279 and the Samuel H. Brown Survey, Abstract No. 108, Collin County, Texas, being a portion of Lot 2, Block B, Granite Park, an addition to the City of Plano, Collin County, Texas, recorded in Cabinet O, Page 326, Plat Records, Collin County, Texas, (P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a point, from which a concrete monument found with 2-inch aluminum disk bears South, $46^{\circ} 48' 30''$ East, 154.36 feet, said monument being the southeast corner of said Lot 2, the southwest corner of Lot 1R, Block B, Granite Park, Phase III, an addition to the City of Plano, Collin County, Texas, recorded in Volume 2006, Page 523, P.R.C.C.T. and in the north right-of-way line of Granite Parkway (a 102-foot wide right-of-way);

THENCE South, $68^{\circ} 08' 34''$ West, 70.46 feet to a point;

THENCE North, $21^{\circ} 51' 26''$ West, 37.27 feet to a point;

THENCE South, $89^{\circ} 50' 27''$ East, 31.28 feet to a point;

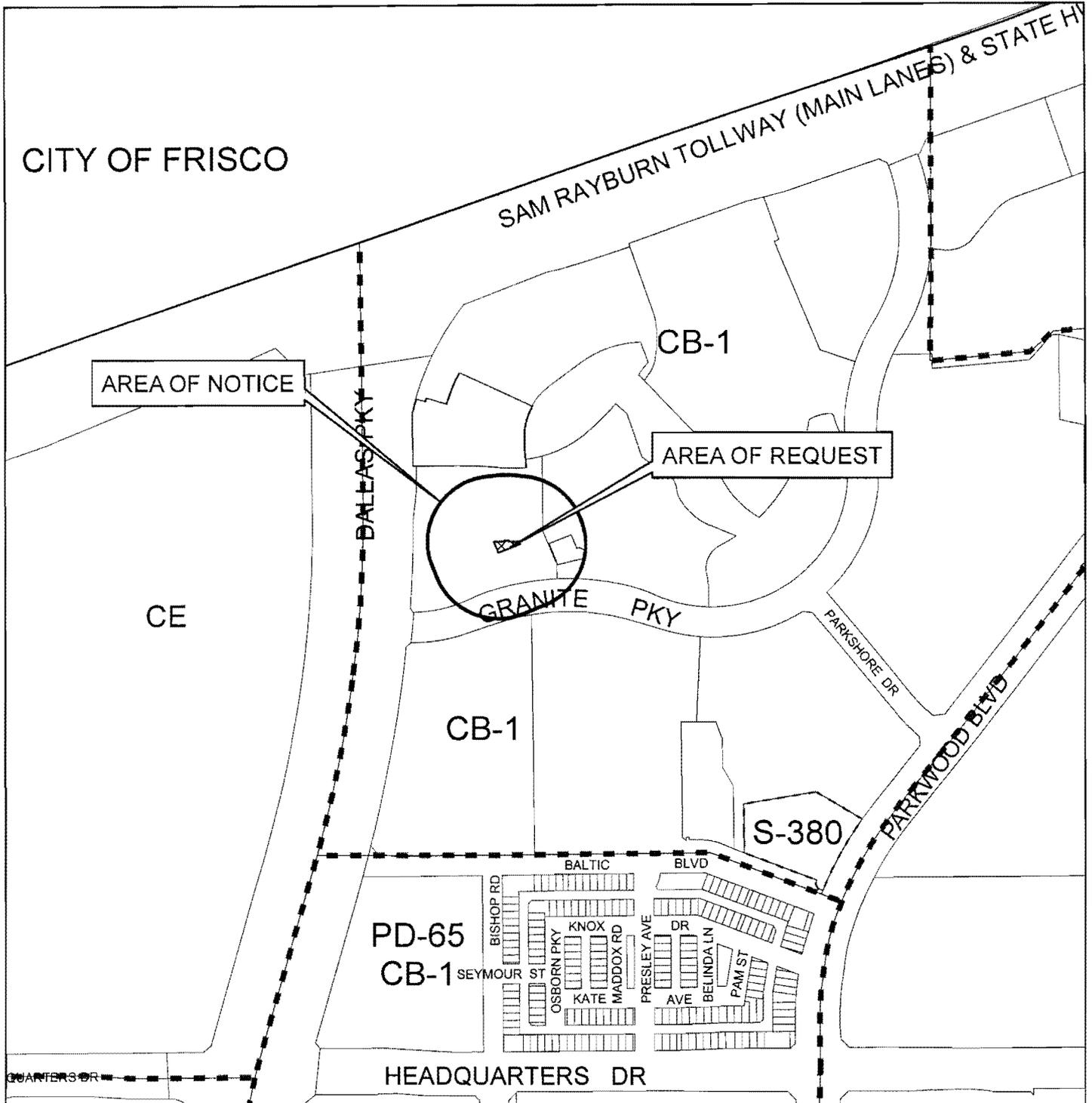
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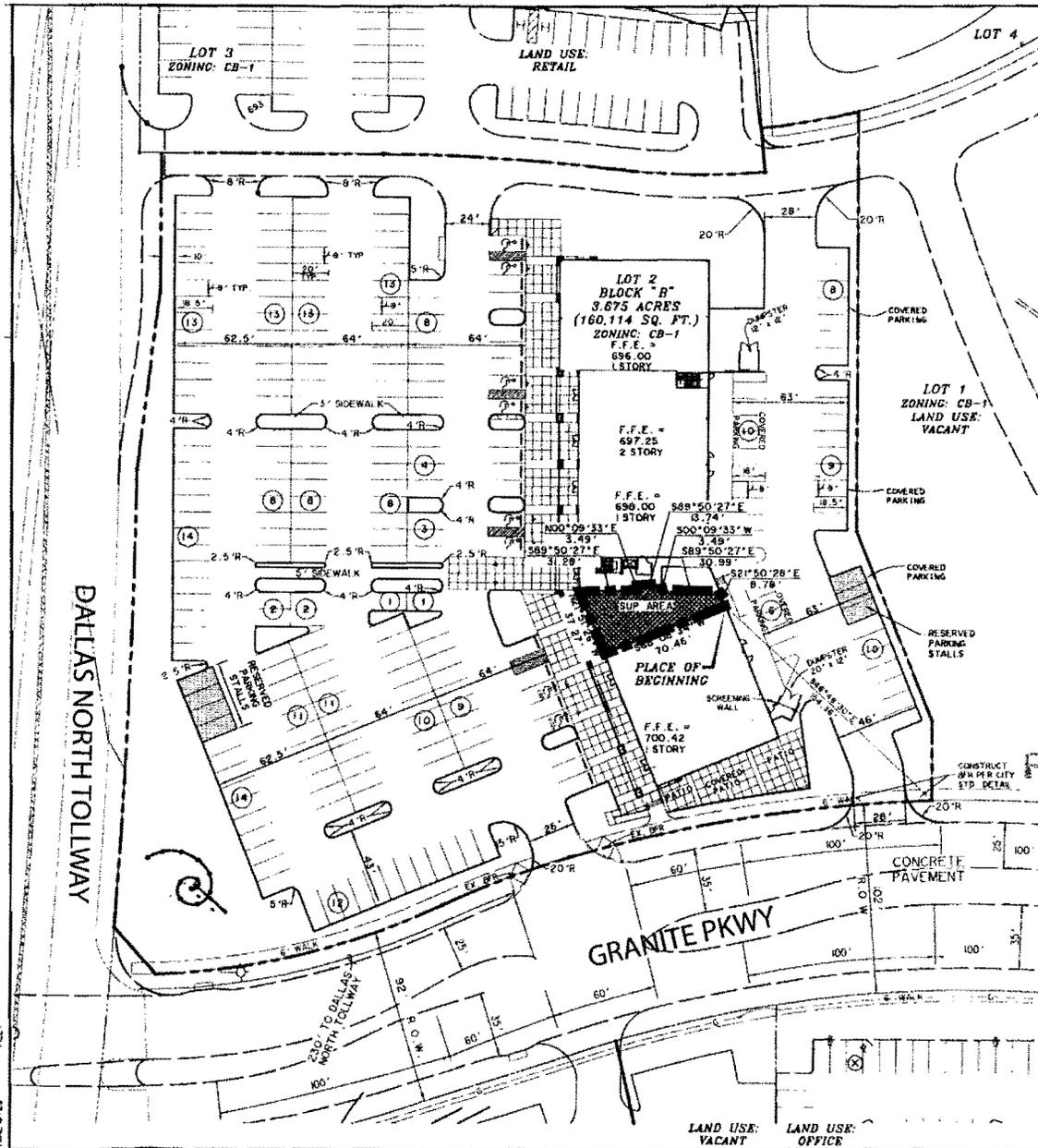
Zoning Case #: 2014-06

Existing Zoning: CENTRAL BUSINESS-1/
STATE HIGHWAY 121 &
DALLAS NORTH TOLLWAY OVERLAY DISTRICTS

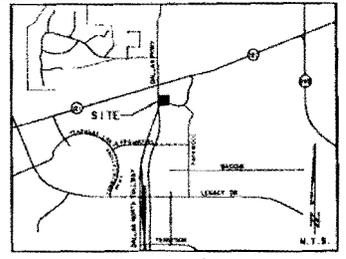


○ 200' Notification Buffer





- LEGEND**
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 - ⊕ DENOTES NUMBER OF PARKING SPACES IN PARKING ISLE.
 - ⊕ DENOTES SUP AREA
 - ⊕ DENOTES RESERVED PARKING STALLS



*** FIELD NOTES - CAR LEASE TRACT ***
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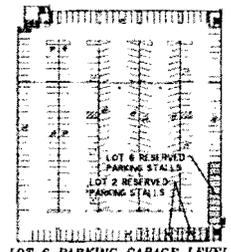
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RECEIVED
MAR 16 2014

PLANNING DEPT.

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ZONING EXHIBIT FOR ZC 2014-08
LOT 2, BLOCK B
GRANITE PARK

AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS, BEING 3.675 ACRES OF LAND LOCATED IN THE SAMUEL H. BROWN SURVEY, ABSTRACT No. 108 AND THE JABEZ DEGMAN SURVEY, ABSTRACT No. 279, CITY OF PLANO, COLLIN COUNTY, TEXAS.

PREPARED BY:
WIA WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
701 WOODS BLVD., SUITE 200 IRVING, TEXAS 75038-1707
1-800-FR-1-775 www.wiaonline.com

OWNER:
TOLLWAY/181 RESTAURANTS, LTD.
5801 GRANITE PARKWAY
SUITE 800
PLANO, TEXAS 75024
(972) 731-2500

DATE: 03-10-2014
DATE PLOTTED: 03-10-2014
SHEET 1 OF 1
W.A. No. 03125-03

DATE: April 8, 2014
TO: Honorable Mayor & City Council
FROM: Richard Grady, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of April 7, 2014

**AGENDA ITEM NO. 8 - PUBLIC HEARING
ZONING CASE 2014-07
APPLICANT: ENTERPRISE HOLDINGS**

Request for Specific Use Permit for Automobile Leasing/Renting on 0.1± acre located 165± feet south of State Highway 121 and 510± feet west of Granite Parkway. Zoned Central Business-1/State Highway 121/Dallas North Tollway Overlay Districts.

APPROVED: 6-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

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: April 28, 2014 (To view the agenda for this meeting, see www.planotx.gov)

PUBLIC HEARING - ORDINANCE

RA/dc

xc: James Kirchhoff, Granite Properties
Heath Middleton, Enterprise Holdings
Wayne Snell, Permit Services Manager

<http://goo.gl/maps/bODRh>

CITY OF PLANO
PLANNING & ZONING COMMISSION

April 7, 2014

Agenda Item No. 8

Public Hearing: Zoning Case 2014-07

Applicant: Enterprise Holdings

DESCRIPTION:

Request for Specific Use Permit for Automobile Leasing/Renting on 0.1± acre located 165± feet south of State Highway 121 and 510± feet west of Granite Parkway. Zoned Central Business-1/State Highway 121/Dallas North Tollway Overlay Districts.

REMARKS:

The requested zoning is for a Specific Use Permit (SUP) for Automobile Leasing/Renting. The Zoning Ordinance defines automobile leasing/renting as the storage, leasing, or renting of automobiles, motorcycles, and light load vehicles. 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 subject property is zoned Central Business-1 (CB-1). The CB-1 district is intended for use in conjunction with the Commercial Employment (CE) district to permit a highly concentrated business center similar to traditional downtown areas of major cities.

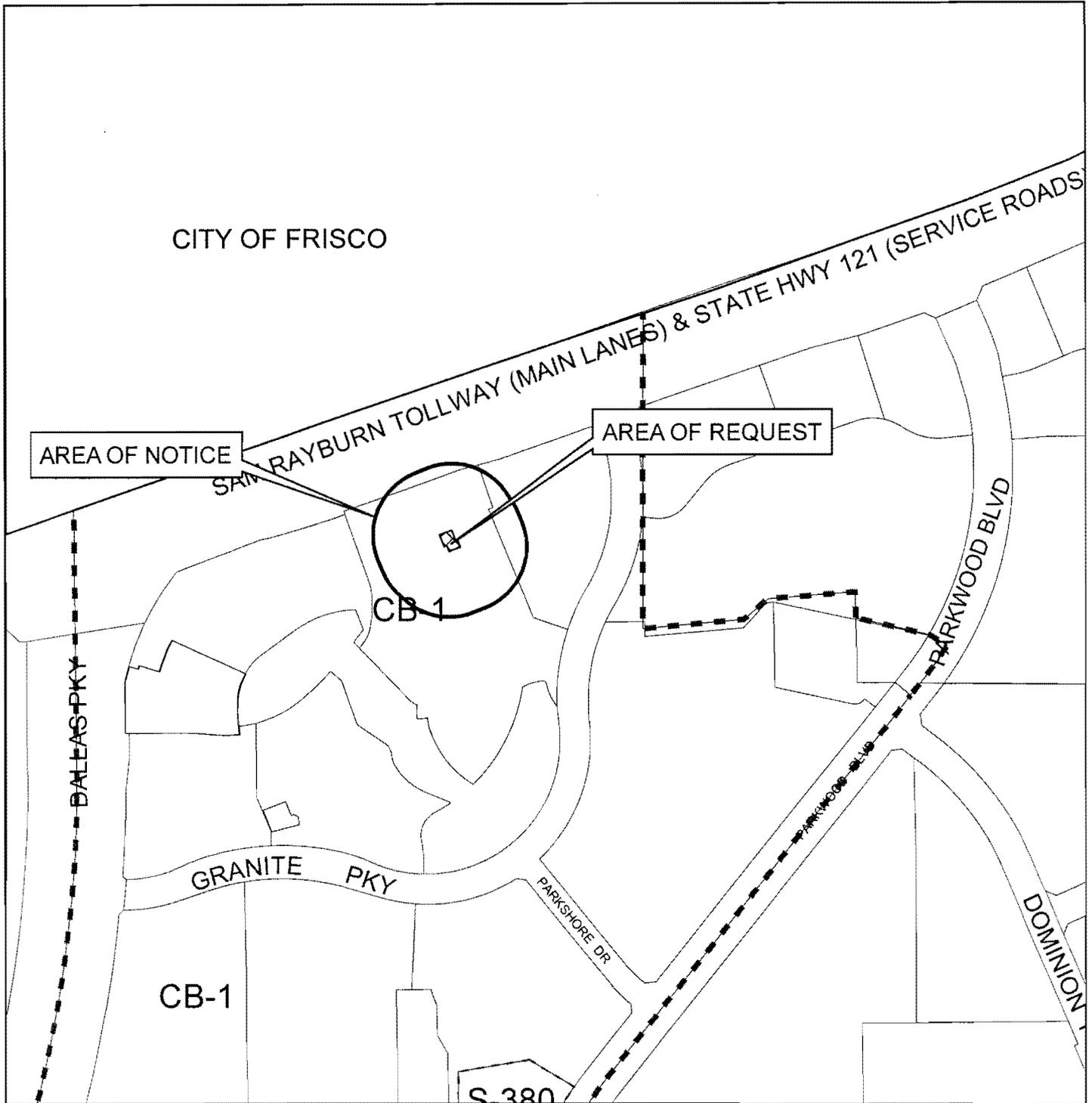
The land to the west, east, and south (across from Granite Parkway) of the subject property is zoned CB-1 and is undeveloped. To the north, across State Highway 121, the property is located within the City of Frisco and is developed as retail.

The subject property has frontage on State Highway 121 and is developed as office, retail, restaurant, and parking garage. The site will derive its primary access from the frontage road of State Highway 121, and the vehicles associated with the automobile leasing/renting use will be stored in designated spaces within the existing parking garage. The proposed automobile leasing/renting use is consistent with the existing mix of development within the State Highway 121 and Dallas North Tollway corridor which generally consists of retail, restaurant, and automotive uses.

Due to the high traffic volume of the State Highway 121 and Dallas North Tollway corridor, and existing access from the frontage road, as well as the existing mix of development within this corridor, staff believes this is an appropriate location for automobile leasing/renting.

RECOMMENDATION:

Recommended for approval as submitted.



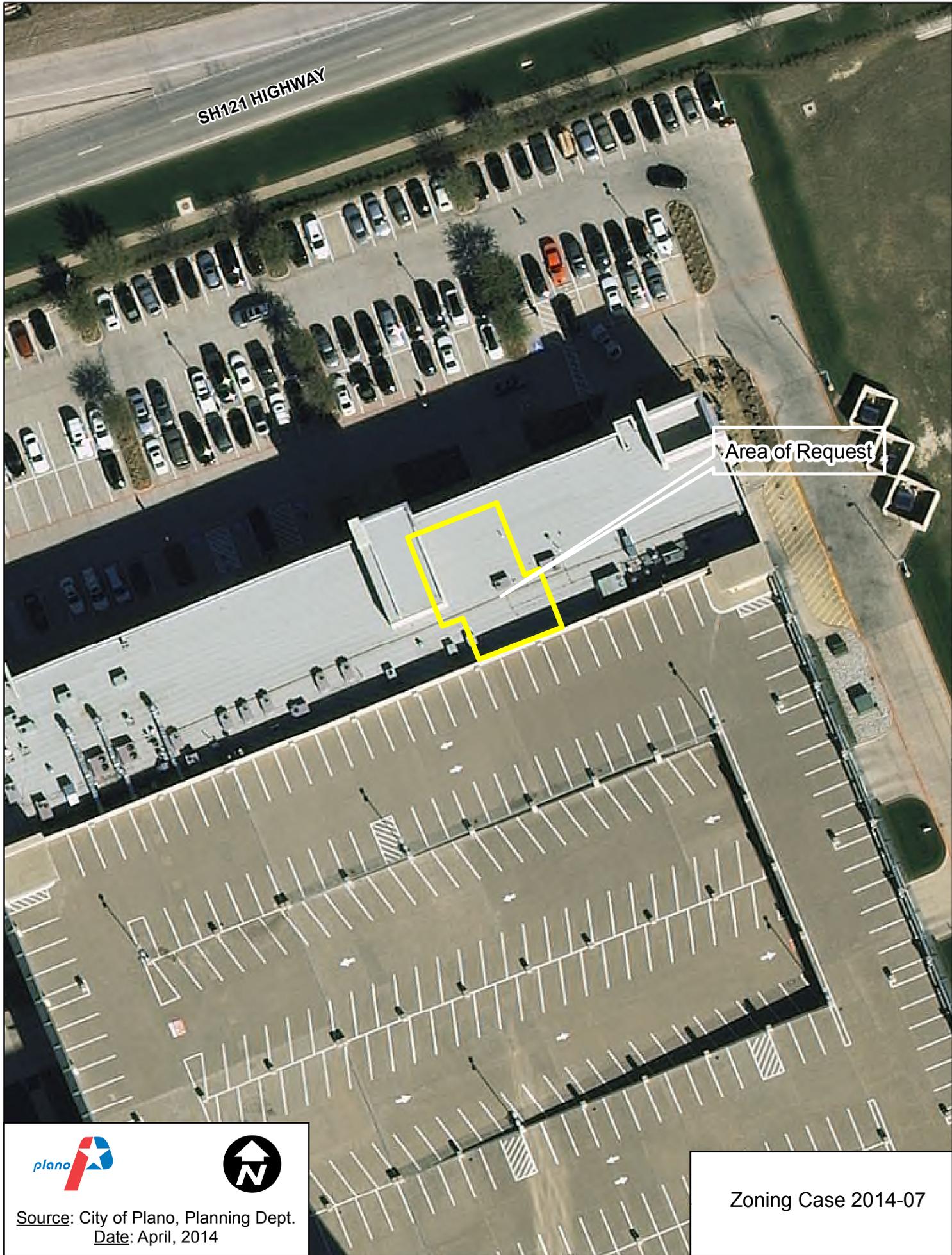
Zoning Case #: 2014-07

Existing Zoning: CENTRAL BUSINESS-1/
 STATE HIGHWAY 121 &
 DALLAS NORTH TOLLWAY OVERLAY DISTRICTS



○ 200' Notification Buffer





SH121 HIGHWAY

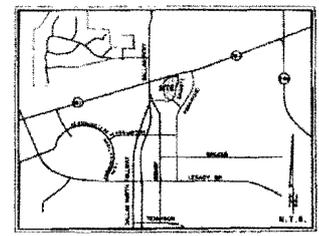
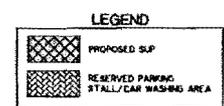
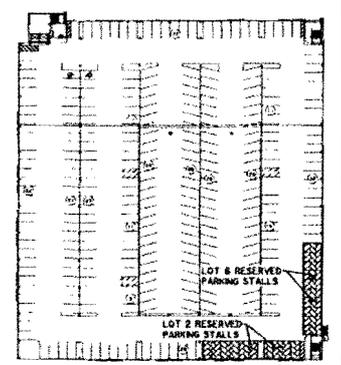
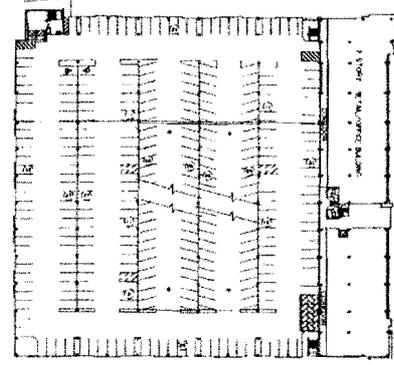
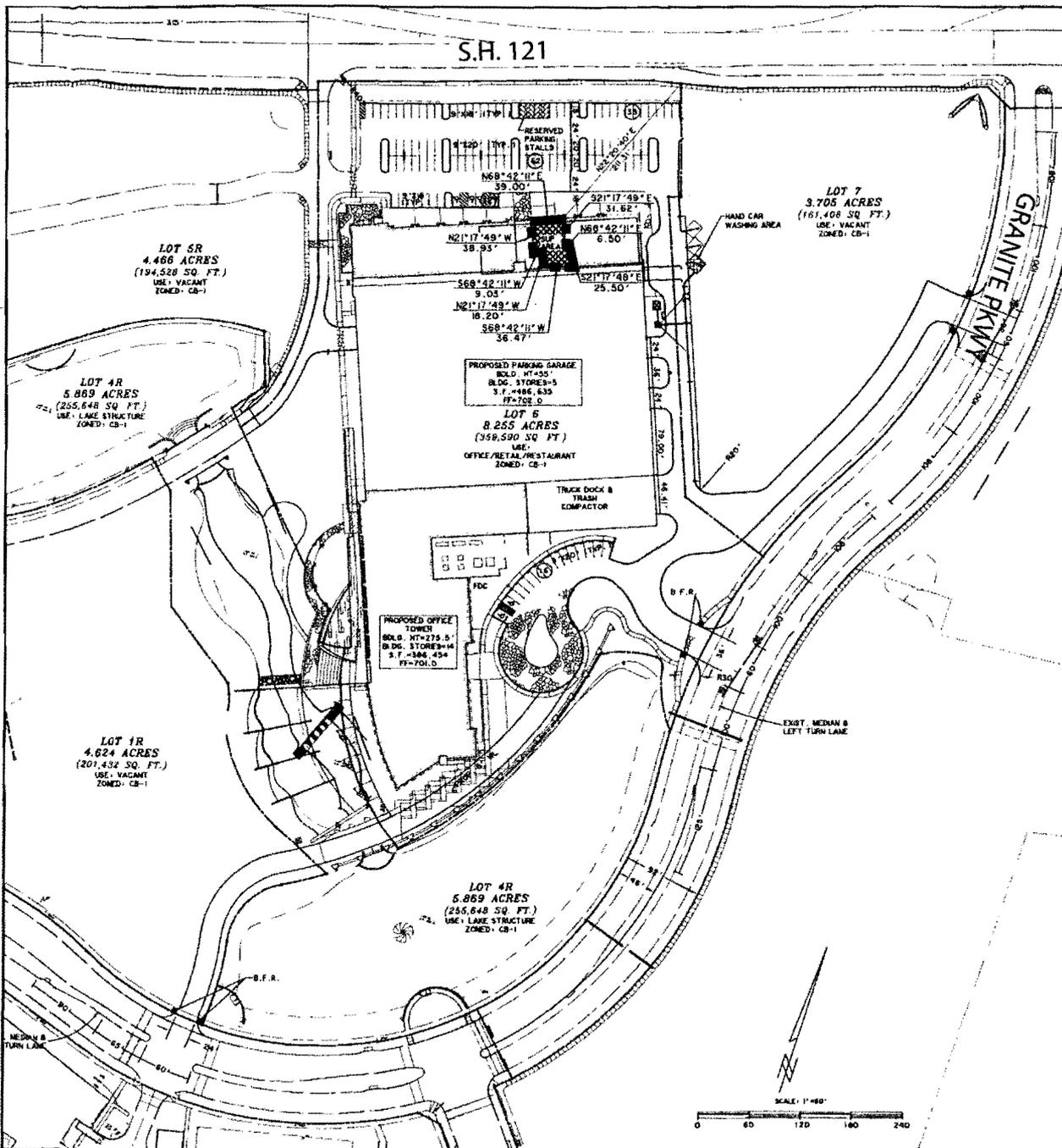
Area of Request



Source: City of Plano, Planning Dept.
Date: April, 2014

Zoning Case 2014-07

Doc Name: 3/12/2014_X:\Dept\PRZ Locators & Graphics\2014-07A.mxd



•FIELD NOTES-CAR LEASE TRACT•
 Lot 6, Block B, Granite Park

BEING A TRACT OF LAND LOCATED IN THE JABEZ DEGMAN SURVEY, ABSTRACT No. 279 AND THE S H BROWN SURVEY, ABSTRACT No. 108, COLLIN COUNTY, TEXAS, BEING A PORTION OF LOT 6, BLOCK B, GRANITE PARK, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS, RECORDED IN VOLUME 2006, PAGE 523, PLAT RECORDS, TARRANT COUNTY, TEXAS (P. R. T. C. T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT, FROM WHICH THE NORTHEAST CORNER OF SAID LOT 6 AND THE NORTHWEST CORNER OF LOT 7, BLOCK B, OF SAID GRANITE PARK, BEARS N 22° 20' 40" E, 211.31 FEET, SAID CORNER BEING IN THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY No. 121 (A VARIABLE WIDTH RIGHT-OF-WAY),

- THENCE S 21° 17' 49" E, 31.62 FEET TO A POINT,
- THENCE N 68° 42' 11" E, 6.50 FEET TO A POINT,
- THENCE S 21° 17' 49" E, 25.30 FEET TO A POINT,
- THENCE S 68° 42' 11" W, 36.47 FEET TO A POINT,
- THENCE N 21° 17' 49" W, 18.20 FEET TO A POINT,
- THENCE S 68° 42' 11" W, 9.03 FEET TO A POINT,
- THENCE N 21° 17' 49" E, 38.93 FEET TO A POINT,
- THENCE N 68° 42' 11" E, 39.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.051 ACRES (2,229 SQUARE FEET) OF LAND, MORE OR LESS.

RECEIVED
 MAR 10 2014

PLANNING DEPT.
ZONING EXHIBIT
FOR ZC 2014-07
GRANITE PARK PHASE III
ADDITION
BLOCK B, LOT 8

AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS AND BEING 8.255 ACRES OF LAND LOCATED IN THE SAMUEL H. BROWN SURVEY, ABSTRACT No. 108 AND THE JABEZ DEGMAN SURVEY, ABSTRACT No. 279, CITY OF PLANO, COLLIN COUNTY, TEXAS.

PREPARED BY:
WIER & ASSOCIATES, INC.
 ENGINEERS SURVEYORS LAND PLANNERS
 701 HIGHLANDER BLVD., SUITE 300 ARLINGTON, TEXAS 76015 (817) 467-7700
 Texas Firm Registration No. 1-1776 www.WierAssociates.com

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NOTE: SUBJECT TO FAA APPROVAL AT TIME OF SITE PLAN APPROVAL

DATE: 03-04-2014
 W.A. No. 0305.03

Zoning Case 2014-07

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. 648 so as to allow the additional use of Automobile Leasing/Renting on 0.1± acre of land out of the Jabez Degman Survey, Abstract No. 279, and the S.H. Brown Survey, Abstract No. 108, located 165± feet south of State Highway 121, and 510± feet west of Granite Parkway, in the City of Plano, Collin County, Texas, presently zoned Central Business-1; 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 28th day of April, 2014, for the purpose of considering granting Specific Use Permit No. 648 so as to allow the additional use of Automobile Leasing/Renting on 0.1± acre of land out of the Jabez Degman Survey, Abstract No. 279, and the S.H. Brown Survey, Abstract No. 108, located 165± feet south of State Highway 121, and 510± feet west of Granite Parkway, in the City of Plano, Collin County, Texas, presently zoned Central Business-1; 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 28th day of April, 2014; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 648 so as to allow the additional use of Automobile Leasing/Renting on 0.1± acre of land out of the Jabez Degman Survey, Abstract No. 279, and the S.H. Brown Survey, Abstract No. 108, located 165± feet south of State Highway 121, and 510± feet west of Granite Parkway, in the City of Plano, Collin County, Texas, presently zoned Central Business-1, 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. 648 so as to allow the additional use of Automobile Leasing/Renting on 0.1± acre of land out of the Jabez Degman Survey, Abstract No. 279, and the S.H. Brown Survey, Abstract No. 108, located 165± feet south of State Highway 121, and 510± feet west of Granite Parkway, in the City of Plano, Collin County, Texas, presently zoned Central Business-1, 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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section 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 28TH DAY OF APRIL, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2014-07

BEING a tract of land located in the Jabez Degman Survey, Abstract No. 279 and the S.H. Brown Survey, Abstract No. 108, Collin County, Texas, being a portion of Lot 6, Block B, Granite Park, an addition to the City of Plano, Collin County, Texas, as described in deeds recorded by County Clerk No. 98-0037186 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point, from which the northeast corner of said Lot 6 and the northwest corner of Lot 7, Block B, of said Granite Park, bears North, 22° 20' 40" East, 211.31 feet, said corner being in the south right-of-way line of State Highway No. 121 (a variable width right-of-way);

THENCE South, 21° 17' 49" East, 31.62 feet to a point;

THENCE North, 68° 42' 11" East, 6.50 feet to a point;

THENCE South, 21° 17' 49" East, 25.50 feet to a point;

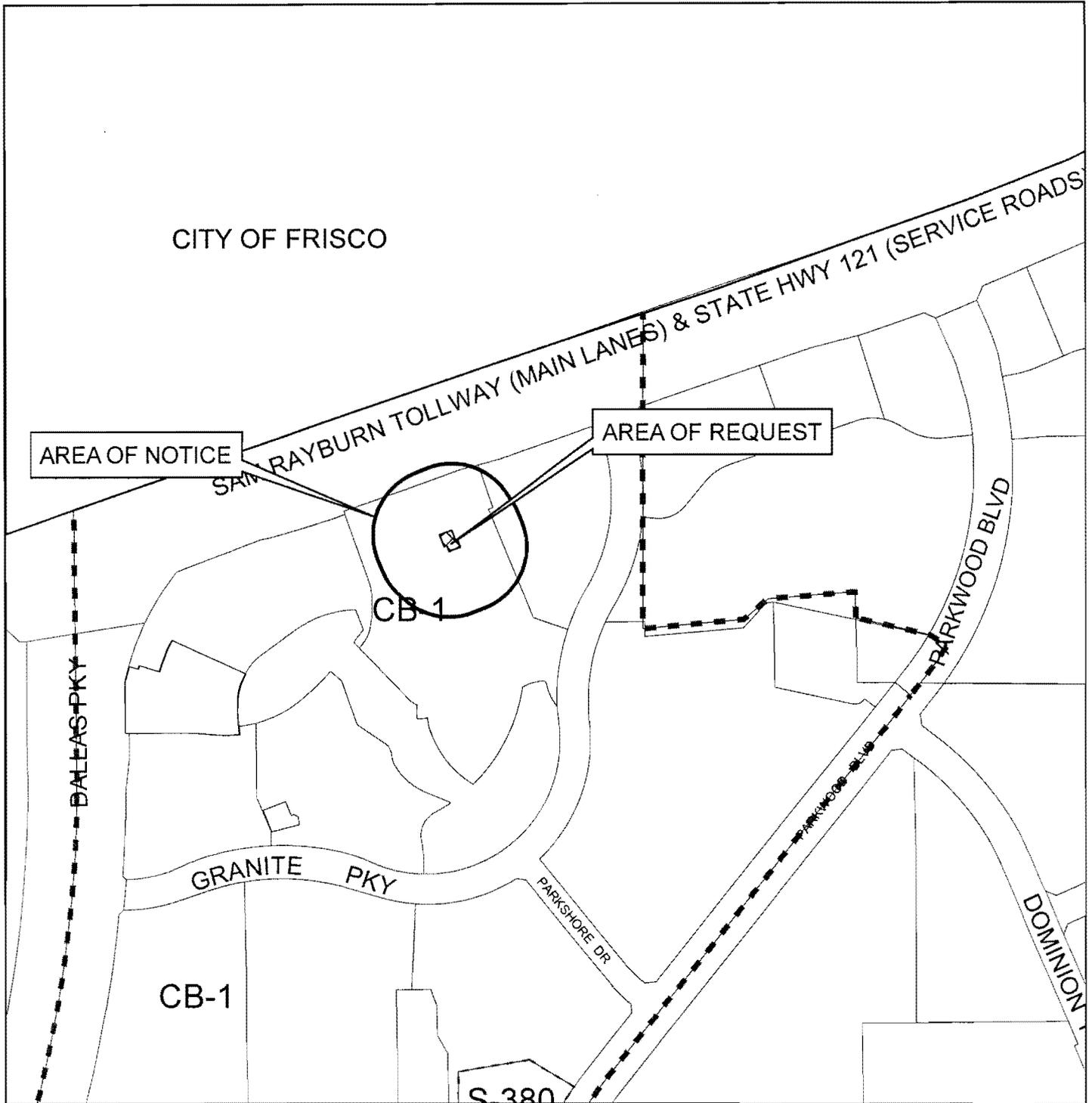
THENCE South, 68° 42' 11" West, 36.47 feet to a point;

THENCE North, 21° 17' 49" West, 18.20 feet to a point;

THENCE South, 68° 42' 11" West, 9.03 feet to a point;

THENCE North, 21° 17' 49" West, 38.93 feet to a point;

THENCE North, 68° 42' 11" East, 39.00 feet to the PLACE OF BEGINNING and CONTAINING 0.051 acre (2,229 square feet) of land, more or less.



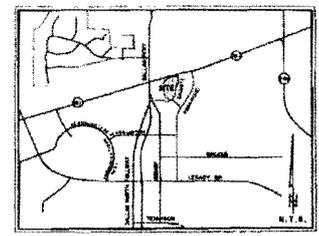
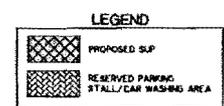
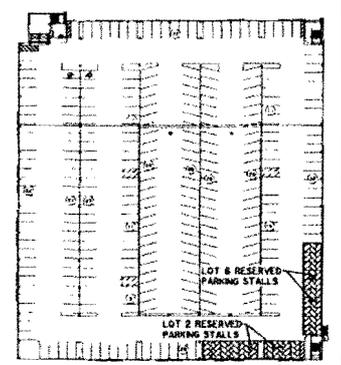
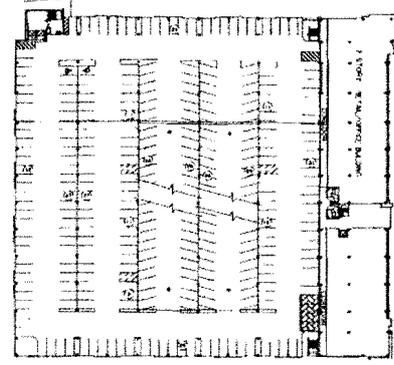
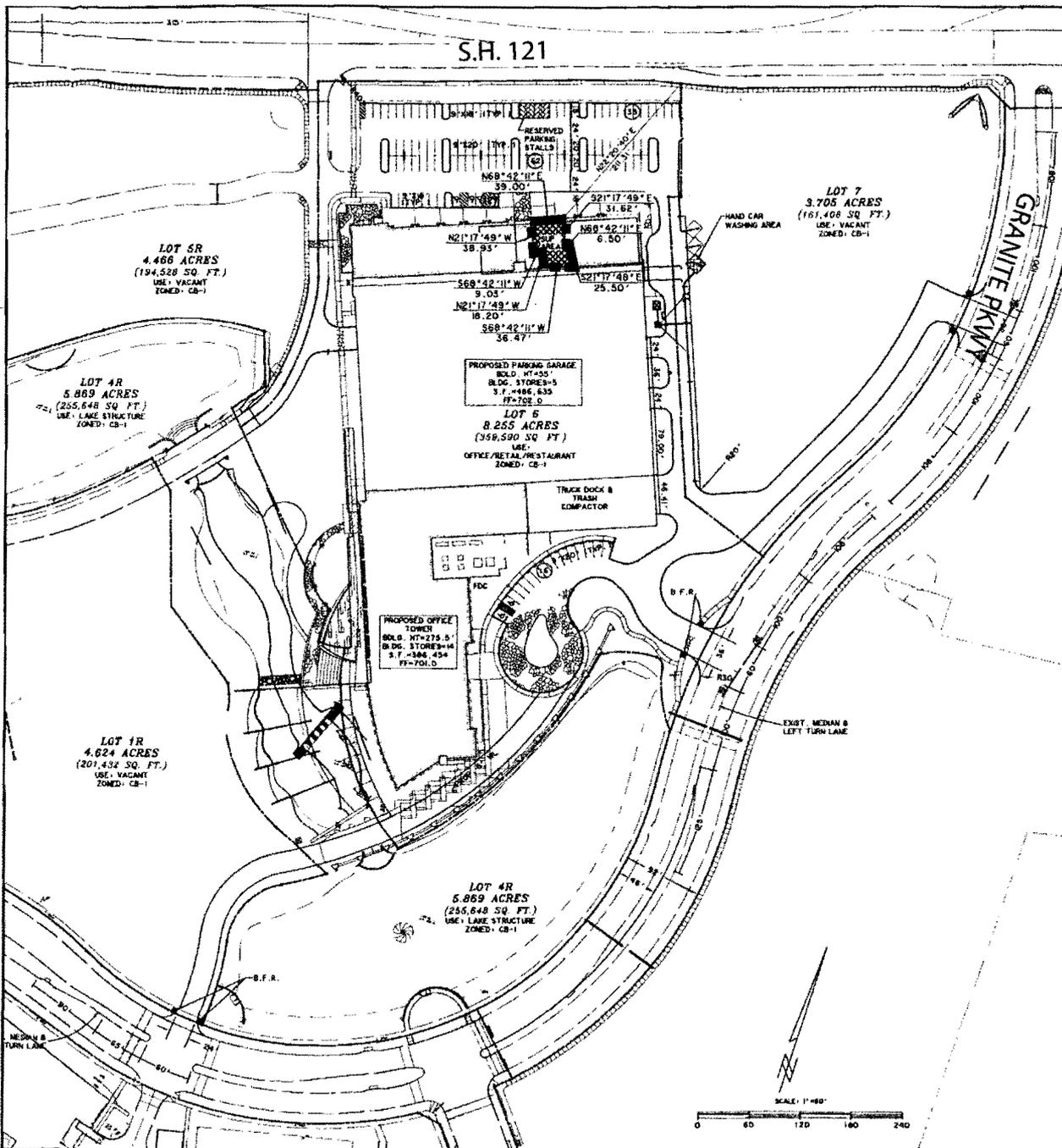
Zoning Case #: 2014-07

Existing Zoning: CENTRAL BUSINESS-1/
STATE HIGHWAY 121 &
DALLAS NORTH TOLLWAY OVERLAY DISTRICTS



○ 200' Notification Buffer





• FIELD NOTES - CAR LEASE TRACT •
 Lot 6, Block B, Granite Park

BEING A TRACT OF LAND LOCATED IN THE JABEZ DEGMAN SURVEY, ABSTRACT No. 279 AND THE S H BROWN SURVEY, ABSTRACT No. 108, COLLIN COUNTY, TEXAS, BEING A PORTION OF LOT 6, BLOCK B, GRANITE PARK, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS, RECORDED IN VOLUME 2006, PAGE 523, PLAT RECORDS, TARRANT COUNTY, TEXAS (P. R. T. C. T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT, FROM WHICH THE NORTHEAST CORNER OF SAID LOT 6 AND THE NORTHWEST CORNER OF LOT 7, BLOCK B, OF SAID GRANITE PARK, BEARS N 22° 20' 40" E, 211.31 FEET, SAID CORNER BEING IN THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY No. 121 (A VARIABLE WIDTH RIGHT-OF-WAY),

- THENCE S 21° 17' 49" E, 31.62 FEET TO A POINT,
- THENCE N 68° 42' 11" E, 6.50 FEET TO A POINT,
- THENCE S 21° 17' 49" E, 25.30 FEET TO A POINT,
- THENCE S 68° 42' 11" W, 36.47 FEET TO A POINT,
- THENCE N 21° 17' 49" W, 18.20 FEET TO A POINT,
- THENCE S 68° 42' 11" W, 9.03 FEET TO A POINT,
- THENCE N 21° 17' 49" E, 38.93 FEET TO A POINT,
- THENCE N 68° 42' 11" E, 39.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.051 ACRES (2,229 SQUARE FEET) OF LAND, MORE OR LESS.

RECEIVED
 MAR 10 2014

PLANNING DEPT.
ZONING EXHIBIT
FOR ZC 2014-07
GRANITE PARK PHASE III
ADDITION
BLOCK B, LOT 8

AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS AND BEING 8.255 ACRES OF LAND LOCATED IN THE SAMUEL H. BROWN SURVEY, ABSTRACT No. 108 AND THE JABEZ DEGMAN SURVEY, ABSTRACT No. 279, CITY OF PLANO, COLLIN COUNTY, TEXAS.

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