

# CITY COUNCIL

1520 AVENUE K



DATE: 11/14/2011  
 CALL TO ORDER: 7:00 p.m.  
 INVOCATION: Rabbi Stefan Weinberg  
 Congregation Anshai Torah  
 PLEDGE OF ALLEGIANCE: Cub Scout Pack 221  
 Hickey Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>SPECIAL RECOGNITION: Officer William Pace of the Plano Police Department recently helped save the life of a passenger on a DART bus.</p> <p>SPECIAL RECOGNITION: The Salvation Army, in recognition of their work throughout the year to help those in need.</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><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></b></p> <p><b><u>CONSENT AGENDA</u></b></p> <p><b><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></b></p> <p><b><u>Approval of Minutes</u></b></p> <p>October 24, 2011</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p>	
(b)	Bid No. 2012-2-B for the 2010-11 Residential Concrete Pavement Rehab Zone L4, Project No. 6174 to Jerusalem Corporation in the amount of \$1,432,736 and authorizing the City Manager to execute all necessary documents.	
(c)	Bid 2011-312-B for the construction of High Point Tennis Center Lighting Renovations, Project No. 6145, to Nema 3 Electric, Inc. in the amount of \$520,800 and authorizing the City Manager to execute all necessary documents.	
(d)	Bid No. 2011-307-B for the purchase of four (4) Swenson Model EV100-9-82-50 and ten (10) Swenson Model EV100-10-82-62 Sand Spreaders for Fleet Services to be utilized by Streets from Midwest Systems Truck Equipment in the amount of \$84,468 and authorizing the City Manager to execute all necessary documents.	
	<p><b>Purchase from an Existing Contract</b></p>	
(e)	To approve the purchase of ball field renovations at Schell Park ball fields #1 and #2 and Carpenter Park ball fields #5 and #6 in the amount of \$66,308 from MasterTurf Products and Service, Inc., through an existing contract with BuyBoard and authorizing the City Manager to execute all necessary documents. (Buyboard Contract #373-11)	
(f)	To approve the purchase of one (1) Toro Tractor Mower for Fleet Services to be utilized by Ground Maintenance in the amount of \$85,706 from Professional Turf Products through an existing contract/agreement with TASB/Buyboard, and authorizing the City Manager to execute all necessary documents. (TASB/Buyboard Contract #373-11)	
	<p><b>Approval of Contract Modification</b></p>	
(g)	To approve and authorize Contract Modification No. 1 for the purchase of Professional Services for design of Alley Reconstruction – Plano East Project No. 6066 in the amount of \$6,800 from J. Volk Consulting, Inc. This modification will provide for the design of an additional 570 linear feet of alley to this project.	
	<p><b>Approval of Change Order</b></p>	
(h)	To Motorola USA, Inc., increasing the contract by \$110,637 for additional equipment and services associated with the CSP P-25 Simulcast System, Change Order #6. CSP No. 2009-137-C.	
	<p><b><u>Adoption of Resolutions</u></b></p>	
(i)	To approve the terms and conditions of an Advance Funding Agreement Amendment No. 1 by and between the Texas Department of Transportation and the City of Plano; authorizing its execution by the City Manager; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(j)	To approve the terms and conditions of an Amendment by and between the City of Plano and the City of The Colony to the existing potable water service agreement for an additional portion of the City of The Colony; authorizing its execution by the City Manager and providing an effective date.	
(k)	To approve pursuant to Chapter 15, Parks and Recreation, Article IV, User Fees, of Section 15-81, Establishment of Fee, of the City Code of Ordinances of the City Council of the City of Plano, Texas authorizing the establishment of a Monthly Recreation Membership fee and new family rates; and providing an effective date.	
(l)	To approve the terms and conditions of an annual supply contract, one (1) year with three (3) City optional renewals, by and between the City of Plano and Interspec, LLC, the sole source provider of irrigation centralized control system; authorizing its execution by the City Manager; and providing an effective date.	
(m)	To ratify the additional expenditure of \$467,121 for years 2009, 2010 and 2011 for temporary labor services of waste collection; modifying the current estimated annual contract amount to increase to \$578,000; authorizing the execution of any and all documents in connection therewith by the City Manager; and providing an effective date.	
(n)	To authorize a City representative to take action as necessary for activities associated with the Cooperative Personnel Services Joint Exercise of Power Agreement, and providing an effective date.	
(o)	To adopt the Tax Abatement Policy of the City of Plano thereby establishing criteria for evaluating incentive applications; establishing procedural guidelines and criteria governing tax abatement agreements; and providing an effective date.	
(p)	<p><b><u>Adoption of Ordinances</u></b></p> <p>To vacate Ordinance No. 2011-10-9, thereby rescinding the amendment of Subsection 3.1605 (Downtown Sign District) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) granted therein, and adopting this ordinance to correct a clerical error, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Subsection 3.1605 (Downtown Sign District) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections, as heretofore amended, to allow for reader board/electronic message center signs; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. (Zoning Case 2011-26)</p>	
(q)	To add Sections 6-711 through 6-715, Article XXI Outdoor Toilet Facilities to Chapter 6 Buildings and Building Regulations of the Code of Ordinances of the City of Plano, Texas, to regulate portable toilet facilities in areas that lack permanently constructed toilet facilities where the area is zoned Commercial Amusement (Outdoor), Fair Grounds/Exhibition Area, or Private Recreation Facility or Area; and providing a penalty clause, a severability clause, a savings clause, a repealer clause, a publication clause and an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(r)	To repeal Ordinance No. 2010-7-9 codified as Section 18-25, Article I of Chapter 18, Solid Waste of the City of Plano Code of Ordinances; amending Article II, Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano to add Section 18-36 Downtown Collection Accommodation and Rates for the collection of solid waste for the downtown merchants; and providing a repealer clause, a savings clause, a severability clause, and an effective date.	
(s)	To amend Section 2-12(d), Procurement Code of Article I, In General, of Chapter 2, Administration, of the Code of Ordinances of the City of Plano, Texas to reflect the Purchasing Division responsibility for procurement duties of the City and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.	
(t)	To amend and restate the Retirement Security Plan generally effective as of January 1, 2011; authorizing its execution by the City Manager; providing a repealer clause, a severability clause, a savings clause, and an effective date.	
(u)	To transfer the sum of \$68,355 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2011-12 for the purpose of providing funds for the legal fees associated with the dissolution of the Plano Economic Development Board; amending the Budget of the City and Ordinance No. 2011-9-8, declaring this action to be a case of public necessity; and providing an effective date.	
<b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b>		
<b><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></b>		
<b><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></b>		
(1)	Consideration of a Resolution to approve the Investment Portfolio Summary for the quarter ending September 30, 2011 and providing an effective date.	
(2)	Public Hearing and consideration of an Ordinance to allow the City of Plano to tax tangible personal property in transit which would otherwise be exempt pursuant to Texas Tax Code, Section 11.253, and providing a severability clause, repealer clause, and an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(3)	Discussion and Direction regarding the selection of a firm to form an exclusive, non-binding 120-day planning and negotiation process to enter into an agreement, for the property located at Plano's Parker Road Station.	
(4)	Public Hearing and Consideration of an Ordinance as requested in Zoning Case 2011-15 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 119.2± acres located at the northeast corner of Custer Road and Park Boulevard in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-224-Single-Family Residence-6/Single-Family Residence-7/Patio Home and Planned Development-225-Single-Family Residence Attached; 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: Fairview Farm Land Co. Ltd.	
(5)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2011-14 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-185-Regional Commercial on 14.8± acres located at the northeast corner of Dallas North Tollway and Parker Road in the City of Plano, Collin County, Texas, to modify the development standards of the district; 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: Cencor Realty Services	
(6)	Consideration of a Resolution of the City of Plano to cast its ballot for the election of members to the Collin County Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date.	
(7)	<p>Consideration of a Resolution of the City of Plano to cast its ballot for the election of members to the Denton Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
SPECIAL RECOGNITION: Officer William Pace of the Plano Police Department recently helped save the life of a passenger on a DART bus.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
SPECIAL RECOGNITION: The Salvation Army, in recognition of their work throughout the year to help those in need.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
October 24, 2011**

**COUNCIL MEMBERS**

Phil Dyer, Mayor  
Pat Miner, Mayor Pro Tem  
Lissa Smith, Deputy Mayor Pro Tem  
Ben Harris  
André Davidson  
James Duggan  
Patrick Gallagher  
Lee Dunlap

**STAFF**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Diane C. Wetherbee, City Attorney  
Diane Zucco, City Secretary

Mayor Pro Tem Miner called the meeting to order at 5:02 p.m., Monday, October 24, 2011, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Mayor Dyer. Mayor Pro Tem Miner 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 and discuss Litigation, Section 551.071; receive information regarding Economic Development, Section 551.087; and to discuss Real Estate, Section 551.072 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Pro Tem Miner reconvened the meeting back into the Preliminary Open Meeting at 6:00 p.m.

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

Nothing was brought forward.

**Discussion and Direction re "Goods-In-Transit" - Local Tax Option**

Director of Budget and Research Rhodes-Whitley advised that "goods-in-transit" is defined as tangible personal property that: is acquired in or imported into this state to be forwarded to another location; is stored under a contract of bailment by a public warehouse operator not owned or controlled by the owner of the property; is transported to another location not later than 175 days after acquired; and does not include several items including oil, natural gas products, dealer's motor vehicle or heavy equipment inventory or retail manufactured housing.

Ms. Whitley-Rhodes spoke to the current Freeport Exemption for goods stored in the City less than 175 days which are shipped out of state and which removed \$200 million in property value and is not revocable. She spoke to passage of legislation in 2011 to narrow “goods-in-transit” exemptions and address competition between Texas and New Mexico warehouses that do not tax goods. Ms. Rhodes-Whitley spoke regarding the limited potential impact of the exemption as most goods are stored in facilities owned by property owners; the decision of most Collin County municipalities to opt-out of the exemption; and advised that there is currently \$2.1 billion in business personal property in Plano. She advised that, to continue taxation, the City would need to act between October 1 and December 31, 2011, hold a public hearing and pass an ordinance, and notify both Collin/Denton County Central Appraisal Districts.

Council Member Duggan spoke to the potential for increased warehousing if the exemption were left in place. City Manager Glasscock advised he would bring back information regarding the potential impact on economic development. He spoke to the fiscal impact of implementing an exemption (-\$1 million). Ms. Rhodes-Whitley advised she would research the number of independent warehouses located in the City.

#### **Council items for discussion/action on future agendas**

No items were discussed.

#### **Consent and Regular Agendas**

Council Member Dunlap requested that Consent Agenda Item “B,” Bid No. 2011-300-B for Intersection Improvements – Parker Road, Spring Creek Parkway and Jupiter Road to Jim Bowman Construction Company, LP in the amount of \$604,635 be removed for individual consideration due to a possible conflict of interest.

Nothing further was discussed. Mayor Pro Tem Miner adjourned the Preliminary Meeting at 6:17 p.m.

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**Pat Miner, MAYOR PRO TEM**

ATTEST

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL**  
**October 24, 2011**

**COUNCIL MEMBERS**

Phil Dyer, Mayor  
Pat Miner, Mayor Pro Tem  
Lissa Smith, Deputy Mayor Pro Tem  
Ben Harris  
André Davidson  
James Duggan  
Patrick Gallagher  
Lee Dunlap

**STAFF**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Diane C. Wetherbee, City Attorney  
Diane Zucco, City Secretary

Mayor Pro Tem Miner convened the Council into the Regular Session on Monday, October 24, 2011, at 7:00 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Mayor Dyer.

Senior Pastor Gene Wilkes of Legacy Church led the invocation and Jr. Girl Scout Troop 8478 of Andrews Elementary led the Pledge of Allegiance.

**PROCLAMATIONS & SPECIAL RECOGNITION**

Mayor Pro Tem Miner presented a proclamation recognizing November 12<sup>th</sup> as Arbor Day in Plano.

**OATHS OF OFFICE**

Mr. Shaddock was not in attendance for his oath of office.

**CERTIFICATES OF APPRECIATION**

Mayor Pro Tem Miner presented certificates of appreciation to outgoing board members.

**COMMENTS OF PUBLIC INTEREST**

No one appeared to speak.

## **CONSENT AGENDA**

Council Member Dunlap requested that Consent Agenda Item “B” be removed for individual consideration due to a possible conflict of interest.

Upon a motion made by Council Member Harris and seconded by Council Member Davidson, the Council voted 7-0 to approve and adopt all remaining items on the Consent Agenda as recommended and as follows:

### **Approval of Minutes (Consent Agenda Item “A”)**

October 10, 2011

October 18, 2011

### **Approval of Expenditures**

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

Bid No. 2011-290-B for Municipal Center Generator Replacement – Project No. 6042 to CEC Electrical, Inc. in the amount of \$240,748 plus the alternate # 1 bid amount of \$18,092 with the total bid award amount for \$258,840 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

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

To approve the purchase of GIS Maintenance in the amount of \$56,880 from ESRI through an existing contract with Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1637) (Consent Agenda Item “D”)

To approve the purchase of a Replacement Generator Enclosure for the Municipal Center in the amount of \$77,306 from Core Construction through an existing contract with The Cooperative Purchasing Network (TCPN) and authorizing the City Manager to execute all necessary documents. (TCPN Contract Number R4955) (Consent Agenda Item “E”)

To approve a contract for the purchase of an annual maintenance agreement for onsite support for Mesh Hardware, in the amount of \$500,000 from Scientel Wireless, LLC., through an existing contract with the Houston-Galveston Area Council and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. CW10-09) (Consent Agenda Item “F”)

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

To approve and authorize Contract Modification No.1 for the purchase of additional Risk management services in the amount of \$124,800 from Southern Specialized Risk Options, LLC. This modification will provide for the research, analysis, coordination, development and assistance with implementation of high priority risk management functions. (Consent Agenda Item “G”)

### **Approval of Change Order**

To EMJ Corporation increasing the contract by \$56,000 for Carpenter Park Recreation Center Expansion and Renovation, Change Order No. 1, CSP No. 2010-202-B. (Consent Agenda Item “H”)

### **Adoption of Resolutions**

**Resolution No. 2011-10-11(R):** To approve membership in the Cooperative Personnel Services Joint Powers Authority, and providing an effective date. (Consent Agenda Item “I”)

**Resolution No. 2011-10-12(R):** To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date. (Consent Agenda Item “J”)

**Resolution No. 2011-10-13(R):** To adopt rules for juvenile case managers employed by the City of Plano; and providing for an effective date. (Consent Agenda Item “K”)

### **Adoption of Ordinances**

**Ordinance No. 2011-10-14:** To amend Section 11-313, Article VIII Special Events, Chapter 11 Licenses and Business Regulations of the Code of Ordinances of the City of Plano, Texas to amend language regarding filing period; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “L”)

**Ordinance No. 2011-10-15:** To vacate Ordinance No. 2011-9-37, thereby rescinding the zoning designation of Planned Development-Corridor Commercial granted therein, and adopting this ordinance to correct a clerical error, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 13.2± acres out of the Daniel Rowlett Survey, Abstract No. 738, located at the northeast corner of Parker Road and U.S. Highway 75 in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-222-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. (Zoning Case 2011-23) (Consent Agenda Item “M”)

**Ordinance No. 2011-10-16:** To approve the carrying-forward of certain fiscal year 2010-11 funds to fiscal year 2011-12; and providing an effective date. (Consent Agenda Item “N”)

### **END OF CONSENT**

Due to a possible conflict of interest, Council Member Dunlap stepped down from the bench on the following item.

**Bid No. 2011-300-B** for Intersection Improvements – Parker Road, Spring Creek Parkway and Jupiter Road to Jim Bowman Construction Company, LP in the amount of \$604,635 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Upon a motion made by Council Member Duggan and seconded by Deputy Mayor Pro Tem Smith, the Council voted 6-0 to approve Bid No. 2011-300-B for Intersection Improvements – Parker Road, Spring Creek Parkway and Jupiter Road to Jim Bowman Construction Company, LP in the amount of \$604,635.

Council Member Dunlap resumed his seat at the bench.

**Public Hearing and consideration of an Ordinance as requested in Zoning Case 2011-27** to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 108.2± acres located at the southwest corner of State Highway 121 and Preston Road in the City of Plano, Collin County, Texas, from Commercial Employment to Planned Development-223-Commercial Employment; 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: Lincoln Property Company (Regular Agenda Item “1”)

Director of Planning Jarrell advised that the Planning and Zoning Commission recommended approval as follows: (Additions are indicated in underlined text per the Commission’s recommendation.)

**Restrictions:**

The permitted uses and standards shall be in accordance with the existing Commercial Employment (CE) zoning district unless otherwise specified herein.

**General Provisions of the Planned Development**

1. The zoning exhibit shall be adopted as part of the ordinance.
2. Quasi-Public Streets
  - a. Quasi-public streets shall be provided throughout the district, consistent with as shown on the zoning exhibit.
  - b. Quasi-Public Streets Definition: Quasi-public streets are privately owned and maintained drives open to public access. A fire lane shall be located within all quasi-public streets. Lots may derive required street frontage from quasi-public streets and may be platted to the centerline of quasi-public streets.
3. Parking Regulations
  - a. The minimum required parking shall be as follows:
    - i. Multifamily - 1.5 spaces per unit
    - ii. All nonresidential uses: Parking requirements shall be determined as provided in Section 3.1100 (Off-Street Parking and Loading) of the Zoning Ordinance.

- b. On-street parking adjacent to each lot may count toward the required parking for that lot and shall be permitted on both sides of quasi-public streets and fire lanes, except where prohibited for vehicular, fire, or pedestrian safety.
  - c. No parking is required for outdoor patio and sidewalk cafe/dining areas or other public seating areas except for freestanding restaurants.
4. Screening
- a. Off-street loading docks and service areas for nonresidential uses may not be located adjacent to or across a quasi-public street from buildings containing residential uses unless the loading dock or service area is screened in accordance with the following:
    - i. Masonry screening walls with solid metal gates (in accordance with Section 3.1000)
    - ii. Overhead doors if service area or loading dock is located internal to the building; or
    - iii. Any combination of the above.
5. Open space
- a. A minimum of five acres of open space shall be required within the planned development district.
  - b. The open space shall be open to the public at all times
  - c. A minimum of two open space areas shall be provided in Tract 2 and each open space area shall not be less than 0.5 acre in area. A minimum of one open space area shall be provided in Tract 3 and this open space area shall not be less than 0.5 acre in area. In all tracts, the required open space areas shall not have a dimension less than 80 feet.
6. Signage
- a. In addition to signs permitted by Section 3.1600 of the Zoning Ordinance, the following additional signs and/or revised sign definitions and standards are permissible.
    - i. Multi-Purpose Wall Signs
      - A multi-purpose wall sign is any sign mounted on the wall of a building which is used to identify shopping centers, retail districts, office districts, or commercial sites and may include a listing of occupants within the development being identified.
      - Multi-purpose wall signs are exempt from Subsections 3.1603 (1)(b) and (2)(f) of Section 3.1600.
      - A multi-purpose wall sign shall not be limited in height or width except that the sign shall be limited to 300 square feet in size.
      - A maximum of one multi-purpose wall sign may be mounted to a parking structure that has street frontage along State Highway 121 and/or Preston Road only, and the multi-purpose wall sign shall face State Highway 121 or Preston Road. A maximum of two multipurpose wall signs are allowed within the district.
    - ii. Directional Signs
      - A directional sign is any noncommercial sign, which directs the public to various locations, for instance, but not limited to, the retail, apartments, office or parking areas within the planned development district.
      - A directional sign may be a freestanding sign, a wall sign, a projecting sign, or a sign mounted to a vertical support. These signs shall not contain advertising and shall be specifically directional in nature.

- A directional sign mounted to a vertical support shall not exceed 15 square feet and the maximum sign width is three feet wide. The bottom of the sign shall not fall below four feet from the ground surface.

7. A maximum of 800 multifamily units shall be allowed within the district.

**Specific Provisions of the Planned Development - Tract 1**

1. Uses: ~~Multifamily is prohibited.~~
  - a. Multifamily is prohibited
  - b. A minimum 350,000 sq. ft. of multistory office building(s) shall be provided within Tract 1.
2. Design Standards
  - a. Building Placement and Orientation: Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb, except along quasi-public streets with a curve radius less than 250 feet from the centerline, which shall adhere to a minimum of 60%. Parking structures are exempt. Where easements are present, the buildings shall be built to the easement line.
  - b. Streetscape: Outdoor patio and sidewalk dining as well as other public seating areas are permitted within the quasi-public street easements provided minimum six-foot accessible pathways are maintained.
  - c. Landscaping
    - i. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscape Requirements), Sections 4.800 (State Highway 121 Overlay District) and 4.500 (Preston Road Overlay District).
    - ii. No landscape edge is required along quasi-public streets, except for where surface parking lots abut quasi-public streets, where a minimum five foot landscape edge shall be provided.
    - iii. Street trees shall be provided at a rate of a minimum of one tree per 60 linear feet of street along all quasi-public streets.
    - iv. Where service areas for nonresidential uses face Tract 2 and/or Tract 3, a minimum 10 foot landscape edge shall be provided including screening shrubbery and trees planted at an average rate of one tree per 50 linear feet of the landscape edge length. A minimum six-foot high (maximum eight-foot high) ornamental fence may be provided within this required landscape edge.
  - d. Maximum Lot Coverage: 80%

**Specific Provisions of the Planned Development - Tract 2**

1. Uses
  - a. Tract 2 must be developed using the standards required by the planned development district for multifamily development. However, Tract 2 may be developed solely with nonresidential uses in accordance with the CE zoning district and the State Highway 121 and Preston Road Overlay District regulations contained within the Zoning Ordinance. The initial development for Tract 2 will determine the standards to be used for the remainder of the property with Tract 2.
  - b. Retail, restaurant, office, and live/work uses may be allowed on the ground floor of

- residential buildings only, and the ground floor shall be designed to accommodate nonresidential uses with a minimum floor to ceiling height of 12 feet; however, the ground floor may be used for residential uses.
- c. Multifamily is a permitted use by right within Tract 2.
2. Design Standards
    - a. Building Placement and Orientation Along Quasi-Public Streets: Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb. Where easements are present, the buildings shall be built to the easement line.
    - b. Streetscape
      - i. Outdoor patio and sidewalk dining, as well as other public seating areas, are permitted within the quasi-public street easements provided minimum six-foot accessible pathways are maintained.
      - ii. Along quasi-public streets, sidewalks with a minimum width of six feet shall be placed adjacent to the back of curb except when landscape areas are provided.
    - c. Landscaping
      - i. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscape Requirements)
      - ii. No landscape edge is required along quasi-public streets, except for where surface parking lots abut quasi-public streets, where a minimum five-foot landscape edge shall be provided.
      - iii. Street trees shall be provided at a rate of a minimum of one tree per 60 linear feet of street along all quasi-public streets.
    - d. Maximum Lot Coverage: 80%
  3. Multifamily Design Standards
    - a. Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb. Where easements are present, the buildings shall be built to the easement line.
    - b. Multifamily development shall be exempt from the supplementary regulations of Subsections 3.104 (Multifamily Residence) and 3.117 (Usable Open Space).
    - c. Minimum Floor Area per Dwelling Unit: 500 square feet.
    - d. Minimum Rear and Side Yard Setbacks: none.
    - e. Quasi-public streets and required open space shall be excluded from density calculations.
    - f. Maximum Density: 65 units per acre
    - g. Minimum Density: 33 units per acre
    - h. Maximum Lot Coverage: None.

### **Specific Provisions of the Planned Development - Tract 3**

1. Uses
  - a. Tract 3 must be developed using the standards required by the planned development district for multifamily development. However, Tract 3 may be developed solely with nonresidential uses in accordance with the CE zoning district and the State Highway 121 and Preston Road Overlay Districts' regulations contained within the Zoning Ordinance.

- The initial development for Tract 3 will determine the standards to be used for the remainder of the property with Tract 3.
- b. Multifamily is a permitted use by right within Tract 3. Tract 3 may be developed as multifamily only if Tract 2 is also developed as multifamily. Otherwise Tract 3 shall be developed in accordance with the Commercial Employment (CE) zoning district.
  - c. Retail, restaurant, office, and live/work uses may be allowed on the ground floor of residential buildings only, and the ground floor shall be designed to accommodate nonresidential uses with a minimum floor to ceiling height of 12 feet; however, the ground floor may be used for residential uses.
2. Design Standards
- a. Building Placement and Orientation Along Quasi-Public Streets: Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb. Where easements are present, the buildings shall be built to the easement line.
  - b. Streetscape
    - i. Outdoor patio and sidewalk dining as well as other public seating areas are permitted within the quasi-public street easements provided minimum six-foot accessible pathways are maintained.
    - ii. Along quasi-public streets, sidewalks with a minimum width of six feet shall be placed adjacent to the back of curb except when landscape areas are provided.
  - c. Landscaping
    - i. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscape Requirements)
    - ii. No landscape edge is required along quasi-public streets, except for where surface parking lots abut quasi-public streets, where a minimum five-foot landscape edge shall be provided.
    - iii. Street trees shall be provided at a rate of a minimum of one tree per 60 linear feet of street along all quasi-public streets.
  - d. Maximum Lot Coverage: 80%.
3. Multifamily Design Standards
- a. Buildings fronting quasi-public streets shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of 15 feet and a maximum of 25 feet from the back of curb. Where easements are present, the buildings shall be built to the easement line.
  - b. Multifamily development shall be exempt from the supplementary regulations of Subsections 3.104 (Multifamily Residence) and 3.117 (Usable Open Space).
  - c. The Minimum Floor Area per Dwelling Unit: 500 square feet.
  - d. Minimum Rear and Side Yard Setbacks: none
  - e. Quasi-public streets and required open space shall be excluded from density calculations.
  - f. Maximum Density: 65 units per acre
  - g. Minimum Density: 33 units per acre
  - h. Maximum Lot Coverage: None

**Zoning Case 2011-27** (cont'd)

Ms. Jarrell advised that the stipulations intend to create a mixed-use development with higher density of multi-family units and that Frisco Independent School District did not indicate enrollment concerns. She spoke to the stipulation added by the Commission to limit multi-family units to a maximum of 800 and one by Staff to limit advertisement on multi-purpose wall signs to occupants within Tract 1. Ms. Jarrell responded to the Council, advising that retail would be developed in accordance with Commercial Employment (CE) standards and she spoke to the Commission's support for office development.

Mayor Pro Tem Miner opened the Public Hearing. Larry Good of Good Fulton and Farrell, spoke to the request following guidelines of the Mixed-Use Development Policy, walkability of the area, inclusion of the 1,200-foot setback from S.H. 121, connectivity via quasi-public streets, and development phases. He spoke to development of 300,000 square feet of retail/restaurant, 400,000 square feet of office space, and 550 multi-family units and compared the project to Legacy Town Center with regard to scale and density. Mr. Good responded to Council Member Duggan regarding the height of parking garages and advised that much of the retail is pre-leased. No one else spoke for or against the request. The Public Hearing was closed.

Council Member Duggan made a motion for approval as presented which was seconded by Council Member Gallagher. No vote was taken at this time.

Council Member Harris spoke to the importance of this location and to finding the highest and best use. He recommended tabling the request for further consideration. Council Member Davidson stated concern regarding the large amount of surface parking along the S.H. 121 corridor. Deputy Mayor Pro Tem Smith spoke to preservation of the site for businesses that expand the City's employment base. Council Member Gallagher spoke to the proposal's potential for revenue. Council Member Duggan spoke to the difference between the proposal and Legacy Town Center in terms of parking/retail, land available in the City for office uses, and development going to other cities. Council Member Harris spoke to future consideration of the impact on schools and the quantity of current retail zoning in the City. Council Member Dunlap spoke in opposition of the motion and in support of more integrated uses and higher density.

The motion made by Council Member Duggan and seconded by Council Member Gallagher to amend the Comprehensive Zoning Ordinance of the City, so as to rezone 108.2± acres located at the southwest corner of State Highway 121 and Preston Road in the City of Plano, Collin County, Texas, from Commercial Employment to Planned Development-223-Commercial Employment as requested in Zoning Case 2011-27 and recommended by the Planning and Zoning Commission and including stipulations limiting multi-family units to a maximum of 800 and limiting advertisement on multi-purpose wall signs to occupants within Tract 1 was restated. The Council voted 2-5 with Mayor Pro Tem Miner, Deputy Mayor Pro Tem Smith and Council Members Dunlap, Harris and Davidson voting in opposition. The motion failed.

**Public Hearing and adoption of Ordinance No. 2011-10-17** as requested in Zoning Case 2011-30, amending Subsection 2.821 (BG – Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to modify the area, yard, and bulk requirements and other standards of the Downtown Business/Government district; 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 “2”)

Director of Planning Jarrell spoke to development of the Business/Government (BG) district and potential zoning impediments to future projects. She spoke to topography and other physical design constraints creating challenges and this request modifying regulations to alleviate issues. Ms. Jarrell advised that the Planning and Zoning Commission recommended approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

**Amend Subsection 2.821 (BG - Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) such portion of subsection to read as follows:**

3. Area, Yard and Bulk Requirements

Maximum Height - Four story (except as noted in Other Height/Setback Requirements below).

Four stories of multifamily are permitted on a horizontal structural concrete podium above a single level at grade of structured parking, and/or nonresidential uses and/or flex space units (below grade parking is excluded). Flex space units are defined as a ground floor unit that may be occupied by a residential use, a nonresidential use, or both. Flex space units must have an individual exterior entrance and a minimum floor-to-ceiling separation of nine feet. A flex-space unit must be constructed to accommodate nonresidential uses and may not be modified to prevent nonresidential occupancy.

The maximum height for parking structures shall be five levels at or above grade. Parking structures shall be obscured from view of streets and/or public ways designated as Type E or above on the city’s Thoroughfare Plan, plus 15th Street by buildings of equal or greater height and/or special architectural and/or landscaping treatments approved in conjunction with a preliminary site plan or site plan.

5. Special District Requirements

- c. A nonconforming building may be reconstructed to its original setback if it does not exceed the maximum permitted setback.
- d. Minimum ~~of~~ two-thirds of the front facade of the building shall fall within the minimum and maximum setback unless restricted by easements. Where easements are present, two-thirds of the front facade of the building shall be built to the easement line.
- e. First Floor Use  
No building, excluding parking structures, in the area bounded by 14th Street on the south, ~~H Avenue~~ the DART right-of-way on the west, 16th Street on the north, and Municipal/L Avenue on the east, shall have more than 60% of its total linear frontage on major streets devoted to residential use.

**Ordinance No. 2011-10-17**

g. Special Regulations for Multifamily Residences

- i. Minimum Floor Area per Dwelling Unit
  1. 400 square feet for efficiency units
  2. 475 square feet for one bedroom units
  3. 625 square feet for two bedroom units
  4. 150 square feet for each additional bedroom
- ii. Maximum Density: 100 dwelling units per acre
- iii. Minimum Density: 40 dwelling units per acre
- iv. No more than ~~230~~ 300 dwelling units may be located within any block bounded by streets, public ways, and/or railroad or transit rights-of-way.
- v. Usable open space requirements as specified in Subsection ~~3.104.4~~ 3.117 shall not apply.
- vi. The above requirements shall also apply to situations where only one or two units are included in a building.

Mayor Pro Tem Miner opened the Public Hearing. No one spoke for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Harris and seconded by Deputy Mayor Pro Tem Smith, the Council voted 7-0 to amend Subsection 2.821 of Section 2.800 of Article 2 and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, to modify the area, yard, and bulk requirements and other standards of the Downtown Business/Government district; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2011-30; and further to adopt Ordinance No. 2011-10-17.

Nothing further was discussed and Mayor Pro Tem Miner adjourned the meeting at 7:51 p.m.

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Pat Miner, MAYOR PRO TEM

ATTEST:

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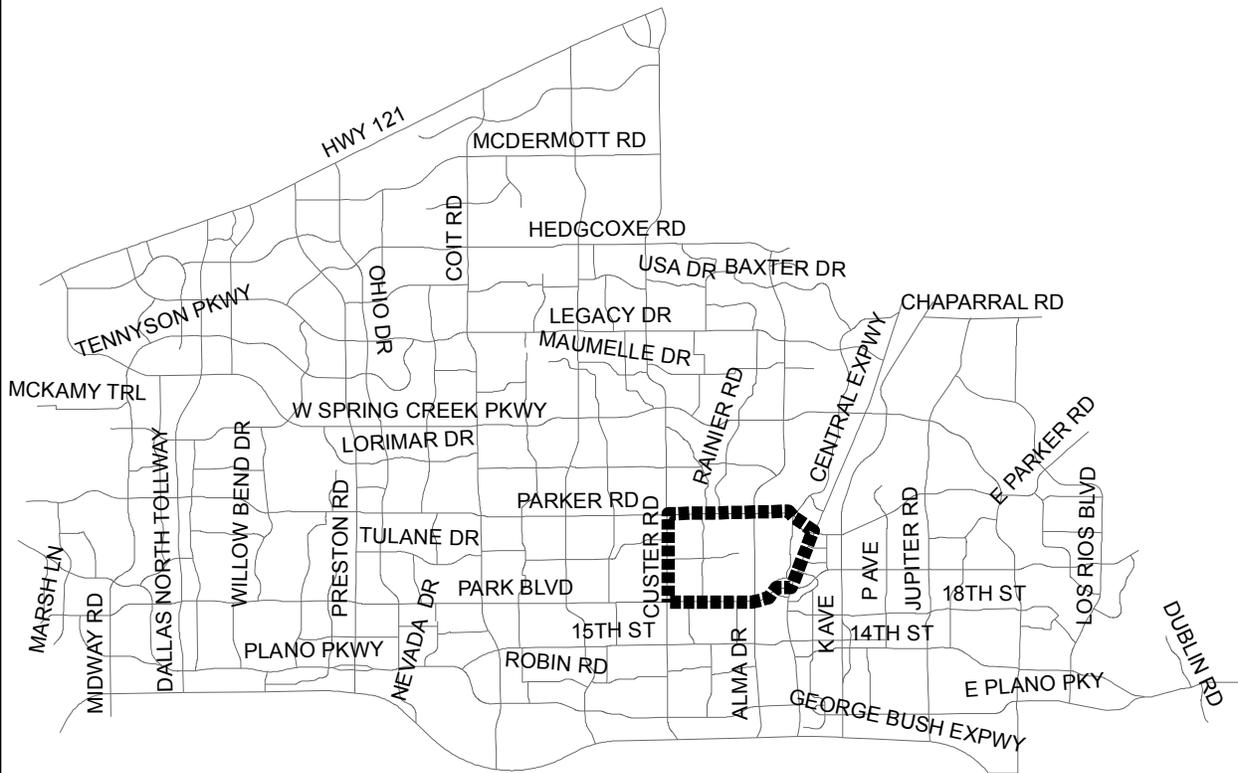
Diane Zucco, City Secretary



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/2011		
Department:		Public Works Administration / David Falls		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Kim McFarland (972-769-4109)</b>				
<b>CAPTION</b>				
<i>Award of Bid No. 2012-2-B, for the 2010-11 Residential Concrete Pavement Rehab Zone L4, Project No. 6174 to Jerusalem Corporation in the amount of \$1,432,736, and authorizing the City Manager or his authorized designee to execute all necessary documents.</i>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	4,000,760	5,509,240	3,000,000	<b>12,510,000</b>
Encumbered/Expended Amount	-4,000,760	-1,255,348	0	<b>-5,256,108</b>
This Item	0	-1,432,736	0	<b>-1,432,736</b>
BALANCE	0	2,821,156	3,000,000	<b>5,821,156</b>
<b>FUND(s):     CAPITAL RESERVE CIP</b>				
<b>COMMENTS:</b> Funds are included in the 2011-12 Capital Reserve CIP. This item, in the amount of \$1,432,736, will leave a current year balance of \$2,821,156 for the Residential Street and Alley Replacement project.				
<b>STRATEGIC PLAN GOAL:</b> Street and alley pavement repairs relate to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.				
<b>SUMMARY OF ITEM</b>				
<b>Staff recommends the bid for the 2010-11 Residential Concrete Pavement Rehab Zone L4 to Jerusalem Corporation, in the amount of \$1,432,736.25, for Alternate No. 1 (Cement with Nitrogen Oxides &lt;1.7#Nitrogen Oxides/Ton of Clinker) which is within 5% of the base bid, be accepted as the lowest responsible bidder for the project conditioned upon timely execution of all necessary documents.</b>				
<b>This project involves the repair of 16,214 square yards of concrete paving, 11,588 square yards of alley paving, 10,092 linear feet of concrete curb, 33,078 square feet of concrete sidewalk and the reconstruction of 88 barrier free ramps in the residential area between Custer Road and US 75 from Park Boulevard to Parker Road.</b>				
<b>The secondary vendor being recommended is Estrada Concrete Company, LLC in the amount of \$1,441,394.25.</b>				
<b>Engineer's estimate for this project is \$1,777,637.55.</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
<b>Bid Tabulation; Location Map</b>				

# LOCATION MAP



# CITY OF PLANO

**Bid No. 2012-2-B**

**2010-11 Residential Concrete Pavement Rehabilitation Project Zone L4  
Project 6174**

## **Bid Recap**

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**Bid opening Date/Time:** Oct 26, 2011 @ 3:00PM

**Number of Vendors Notified:** 968

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

**Number of Bids Submitted:** 8

<b>Vendor Name</b>	<b>Base Bid</b>	<b>Alternate No. 1</b>
Jerusalem Corp	\$1,432,736.25	\$1,432,736.25
Estrada Concrete Company	\$1,441,394.25	\$1,441,394.25
Jim Bowman Construction Co. LP	\$1,488,337.70	\$1,488,337.70
Jet Underground Utilities Inc.	\$1,557,592.15	\$1,557,592.15
Ken Do Contracting	\$1,615,287.55	\$1,615,287.55
Camino Construction	\$1,779,589.25	\$1,779,589.25
NPL Construction Co	\$1,956,034.20	\$1,956,034.20
XIT Paving & Construction	\$2,706,681.12	\$2,706,681.12

**Bids Evaluated Non-Responsive to Specification:** 0

**Recommended Vendor(s):**

Jerusalem Corp

*Nancy Corwin*

October 26, 2011

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Nancy Corwin, Buyer II

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Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/11		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
Award of Bid 2011-312-B, for the construction of High Point Tennis Center Lighting Renovations, Project No. 6145, to Nema 3 Electric, Inc. in the amount of \$520,800.00 and authorizing the City Manager or his designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	620,000	175,000	<b>795,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-520,800	0	<b>-520,800</b>
<b>BALANCE</b>	0	99,200	175,000	<b>274,200</b>
<b>FUND(S):     CAPITAL RESERVE CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the 2011-12 Capital Reserve Fund. This item, in the amount of \$520,800, will leave a current year balance of \$99,200 for the High Point Tennis Center project.</p> <p><b>STRATEGIC PLAN GOAL:</b> The High Point Tennis Center project relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends the bid of Nema 3 Electric, Inc. in the amount of \$520,800.00 be accepted as the lowest responsible bid for the High Point Tennis Center Lighting Renovation project conditioned on timely execution of all necessary documents. The consultant's estimate for the project was \$520,000.</p> <p>The existing light poles were installed in 1979 and have reached the end of their useful life. The electrical system and light fixtures are inefficient and require excessive maintenance to keep in operation. The new system will use modern poles and efficient luminaires that include a 25 year manufacturer's maintenance free warranty.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map				
Bid Recap				



CITY OF PLANO

BID NO. 2011-312-B

HIGH POINT TENNIS CENTER- LIGHTING RENOVATIONS-  
PROJECT NO. 6145

BID RECAP

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**Bid opening Date/Time:** October 11, 2011 @ 2:30 PM

**Number of Vendors Notified:** 2878

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

**Bids Evaluated Non-Responsive to Specifications:** 0

**Number of Bids Submitted Responsive to Bid:** 2

Nema 3 Electric, Inc \$520,800.00

Groves Electrical Service \$535,630.00

**Recommended Vendor:**

Nema 3 Electric, Inc \$520,800.00

*Nicole Griffin*

*October 11, 2011*

\_\_\_\_\_  
Nicole Griffin  
Buyer I

\_\_\_\_\_  
Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/11		
Department:		Purchasing/Fleet		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): <b>Earl Whitaker x7074</b>				
<b>CAPTION</b>				
Bid No. 2011-307-B for the purchase of four (4) Swenson Model EV100-9-82-50 & ten (10) Swenson Model EV100-10-82-62 Sand Spreaders for Fleet Services to be utilized by Streets from Midwest Systems Truck Equipment in the amount of \$84,468 and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		0	84,468	0
Encumbered/Expended Amount		0	0	0
This Item		0	-84,468	0
BALANCE		0	0	0
<b>FUND(s):     RED LIGHT CAMERA FUND &amp; EQUIPMENT REPLACEMENT FUND</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2011-12 Adopted Budget and the Red Light Camera Fund to purchase four (4) 9ft. Swenson Sand Spreaders and ten (10) 10ft. Swenson Sand Spreaders: One of the units, unit #03708 in 742/Streets, is for an unscheduled replacement and unit #50203 in 742/Streets, is for a scheduled replacement. Eight (8) of the 10ft. and four (4) of the 9ft. are new additions for Cost Center 742.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing Sand Spreaders for the City's Streets Department and Equipment Replacement Fund relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Staff recommends the bid of Midwest Systems Truck Equipment in the amount of \$84,468 be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Fleet Department to be utilized by Streets (2011-307-B).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo, Bid Recap			N/A	



Date: October 17, 2011  
To: Earl Whitaker, Buyer II  
From: Reid Choate, Fleet Manager  
Subject: **Sand Spreader Purchase Recommendation**

It is the recommendation of Fleet Services to purchase four (4) Swenson model EV100-9-82-50 9ft. sand spreaders and ten (10) Swenson model EV100-10-82-62 10 ft. sand spreaders from Midwest Systems Truck Equipment, from Bid # 2011-307-B in the amount of \$84,468.

One (1) 10 ft. spreader is for the unscheduled replacement of damaged unit 03708 in Cost Center 742/Streets. One (1) 10 ft. spreader is for the scheduled replacement of unit 50203 in Cost Center 742-Streets. The two spreaders being replaced are no longer cost effective to repair. If these units are not replaced it would limit the Department in their capacity for sanding streets and intersection during ice and snow events.

Eight (8) 10 ft. and four (4) 9 ft spreaders are new additions for Cost Center 742. The additional spreaders will enable the Department to expand their ability in the sanding of streets and intersections during ice and snow events. The additional spreaders will be funded from the Red Light Camera fund as approved by the City Manager.

Feel free to contact me if you have any questions at extension 4182.

CITY OF PLANO

BID NO. 2011-307-B  
SAND SPREADER  
BID RECAP

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**Bid opening Date/Time:** October 11, 2011 @ 2:00 pm

**Number of Vendors Notified:** 435

**Vendors Submitting "No Bids":** 1

**Number of Bids Submitted:** 5

Midwest Systems Truck Equipment	\$ 84,468
Coastal Metal Fab	\$ 86,380
Four Seasons Equipment, Inc.	\$ 97,286
Equipment Southwest, Inc.	\$ 106,570
Flink Company	\$ 110,888

**Recommended Vendor:**

Midwest Systems Truck Equipment	\$84,468
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*Earl S. Whitaker*

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Earl S. Whitaker  
Buyer

*October 17, 2011*

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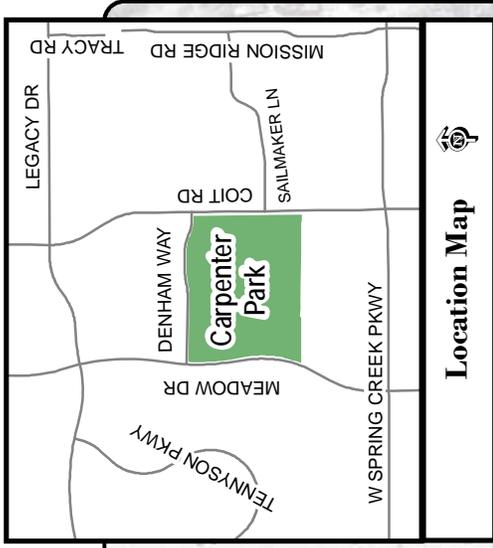
Date



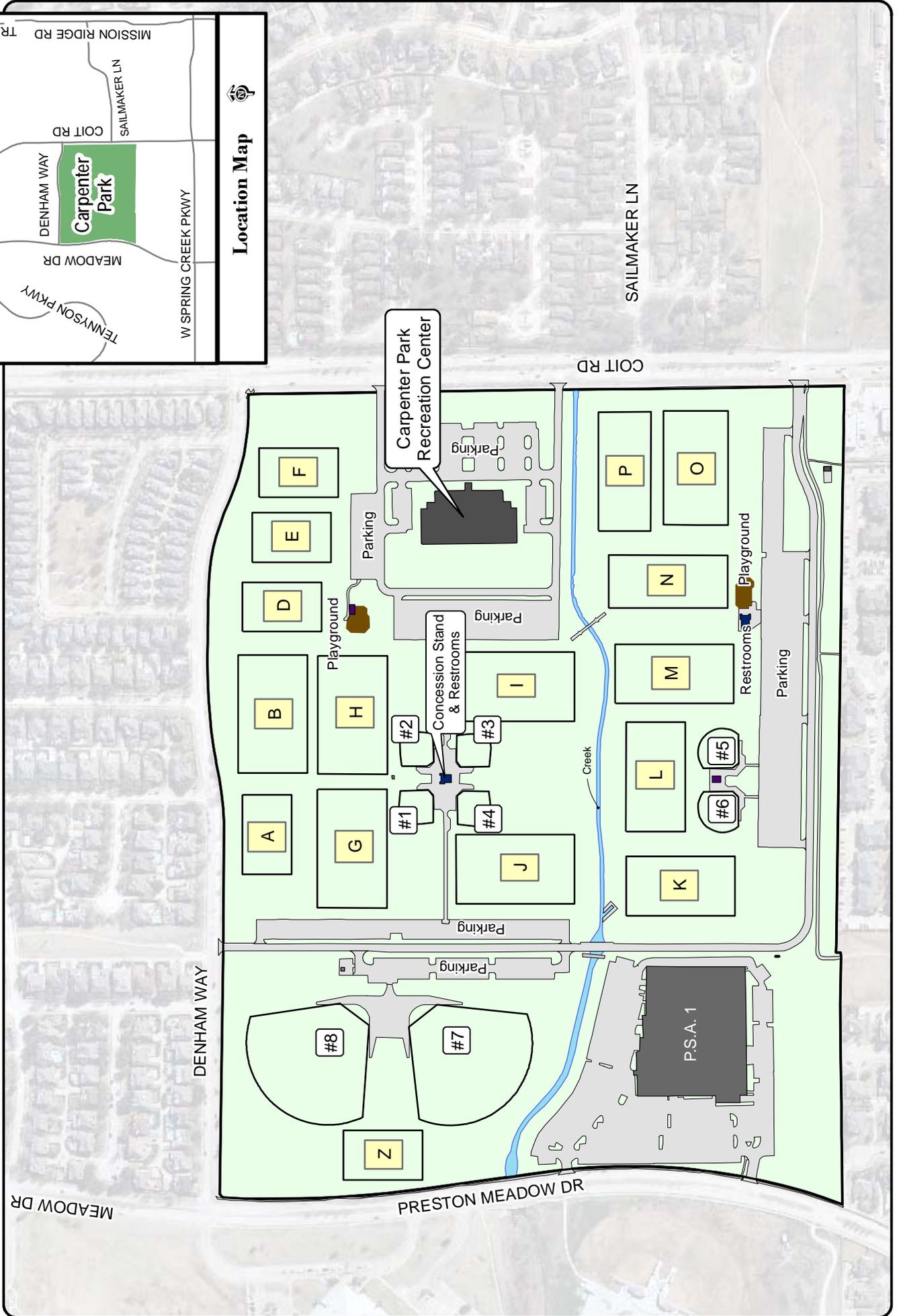
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/11		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
To approve the purchase of ball field renovations at Schell Park ball fields #1 and #2 and Carpenter Park ball fields #5 and #6 in the amount of \$66,308 from MasterTurf Products and Service, Inc., through an existing contract with BuyBoard and authorizing the City Manager or his designee to execute all necessary documents. (Buyboard contract #373-11)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	116,040	883,960	600,000	<b>1,600,000</b>
Encumbered/Expended Amount	-116,040	0	0	<b>-116,040</b>
This Item	0	-66,308	0	<b>-66,308</b>
<b>BALANCE</b>	0	817,652	600,000	<b>1,417,652</b>
<b>FUND(S):     CAPITAL RESERVE CIP</b>				
<b>COMMENTS:</b> Funds are included in the 2011-12 Capital Reserve CIP. This item, in the amount of \$66,308, will leave a current year balance of \$817,652 for the Athletic Field Renovation project. <b>STRATEGIC PLAN GOAL:</b> The Athletic Field Renovation project relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the use of MasterTurf Products and Service, Inc. in the amount of \$66,308 to perform ball field renovations at Schell Park #1 and #2 and Carpenter Park #5 and #6. Renovations include installation of subsurface drainage and surface improvements to match the performance of playing conditions existing at 47 of 71 ball fields in the City's park inventory. The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271 subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for Items. (Buyboard contract #373-11 / City of Plano Internal Contract No. 2012-28-O)				
List of Supporting Documents: Location Maps, Memorandum			Other Departments, Boards, Commissions or Agencies	

Plano - Fall Sports 2011  
**Carpenter Park**  
 6701 Coit Road



**Location Map**



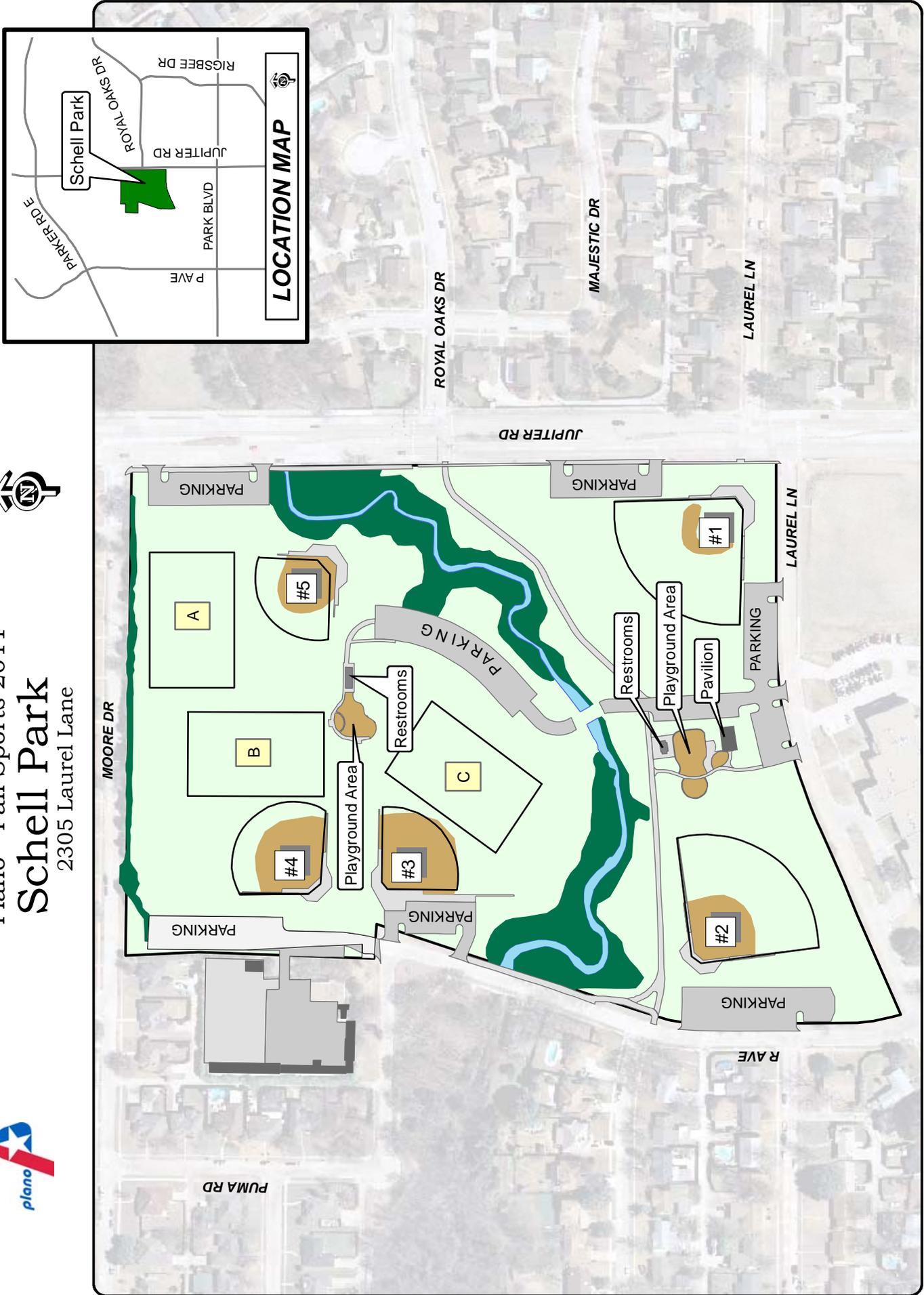
Note: This map is for abstract purposes only. This map is void after Dec. 1, 2011.

\*Field use by schedule or reservation only.  
 PLEASE...do not park on streets and respect neighborhood integrity.





Plano - Fall Sports 2011  
**Schell Park**  
2305 Laurel Lane



C:\Athletics\MXDS\Schell Park 2011 Fall.mxd

Note: This map is for abstract purposes only. Map is void after Dec. 1, 2011.

\*Field use by schedule or reservation only.

PLEASE...do not park on streets and respect neighborhood integrity.

## MEMORANDUM

**Date:** October 25, 2011

**To:** Nicole Griffin, Buyer

**From:** Ed Voss, Athletic Superintendent

**Re:** **BALL FIELD RENOVATIONS**

It is recommended that BuyBoard Contract #373-11 be utilized for an expenditure up to \$66,307.50 for MasterTurf Products and Service, Inc. to perform ball field renovations at Carpenter Park #5 & #6, and also Schell Park ball fields #1 & #2. Work to be performed at Carpenter Park #5-#6 is quoted not to exceed \$47,825.00; renovations at Schell #1-#2 are quoted at \$18,482.50.

MasterTurf Products and Service, Inc. has been used since 2004 to install its system of ball field drainage and playing surfaces on 47 of 71 ball fields at nine of the City's 16 athletic-oriented community park sites. There are many products and services offered for ball field renovations, but none used by the City prior to MasterTurf Products and Services achieved the results that are currently experienced by the City in its use of the MasterTurf system.

Prior products and systems that have been tried by the Parks and Recreation Department utilized Diamond Pro, Turface or recycled cinder as the basis for the playing surface improvements. Each of these systems provided good results initially in terms of the playing conditions expected by baseball and softball players, but none provided the transitional benefit of MasterTurf from wet and unplayable conditions to safe, useable conditions.

MasterTurf has been embraced within the local baseball and softball community because of its playing surface traits and ability to turnaround quickly from wet to playable conditions. After witnessing the benefits of MasterTurf at fields renovated by the City, Plano Sports Authority funded the conversion of 14 ball fields to MasterTurf and Plano Baseball Association funded eight ball fields.

Benefits experienced by the City include:

--Quick transitional period from unsafe wet conditions to safe playing conditions with minimal labor. Fewer rainouts occur since games are typically played as scheduled providing citizen satisfaction.

--Consistent playing surface.

--Stands up to intense use on days in which multiple games are played resulting in less time by labor to groom between uses.

--Resistant to wind and water erosion which promotes cleaner facilities and less labor to recover surfaces after a rain event.

--Requires less time to groom allowing labor to accomplish more tasks on a daily basis.

It is the goal of Parks and Recreation for all 71 ball fields to eventually have the MasterTurf system due to the benefits provided. Currently, 24 fields remain to be converted which are clay-based and “down” from two to three days after significant rainfall. Eventually having all fields in a MasterTurf configuration also provides labor-saving and equipment efficiencies in operations, and results in an inventory of ball fields appreciated by the communities’ leagues and tournaments facilitated by the City.

Not approving expenditures for the field renovations may result in public dissatisfaction of City services by the local baseball and softball community since these fields do not currently provide the same playing experience established at the majority of other ball fields in the City.

Approval to move forward in this process has been given by Amy Fortenberry, Director of Parks and Recreation, and Diane Palmer-Boeck, Chief Purchasing Officer.

Regards,

ED VOSS  
Athletic Superintendent  
Parks & Recreation Department  
City of Plano  
972.941.7257 (desk)  
214.801.9019 (cell)  
[edv@planio.gov](mailto:edv@planio.gov)



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/11		
Department:		Purchasing/Fleet		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): <b>Earl Whitaker x7074</b>				
<b>CAPTION</b>				
To approve the purchase of one (1) Toro Tractor Mower for Fleet Services to be utilized by Ground Maintenance in the amount of \$85,706 from Professional Turf Products through an existing contract/agreement with TASB/Buyboard, and authorizing the City Manager to execute all necessary documents. (TASB/Buyboard Contract #373-11)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	95,000	0	<b>95,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-85,706	0	<b>-85,706</b>
<b>BALANCE</b>	0	9,294	0	<b>9,294</b>
<b>FUND(s):    EQUIPMENT REPLACEMENT FUND</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2011-12 Adopted Budget to purchase one (1) Toro Model 5910 Rough Mower for the scheduled replacement of unit #99006 Cost Center #685/Ground Maintenance District #3. Remaining balance will be used for other equipment purchases.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing a Toro Model 5910 Rough Mower for the City's Ground Maintenance District relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Staff recommends the purchase of one (1) Toro Tractor Mower for Fleet Services to be utilized by Ground Maintenance in the amount of \$85,706 from Professional Turf Products through an existing contract/agreement with TASB/Buyboard. The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271 subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TASB/Buyboard Contract #373-11 / City of Plano Internal Contract No. 2012-20-I)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo			N/A	



Date: November 3, 2011  
To: Earl Whitaker, Buyer II  
From: Reid Choate, Fleet Manager  
Subject: **Tractor Mower Purchase Recommendation**

It is the recommendation of Fleet Services to purchase one (1) Toro model 5910 Rough Mower from Professional Turf Products, through the TASB/Buyboard contract # 373-11 in the amount of \$85,706.14

This mower is for the scheduled replacement of unit 99006 in Cost Center 658/Ground Maintenance Dist #3. Due to the age and maintenance cost, Fleet Services recommends this unit be replaced. If this unit is not replaced it would limit the Department in their capacity for maintaining large Park areas within the City.

Feel free to contact me if you have any questions at extension 4182.

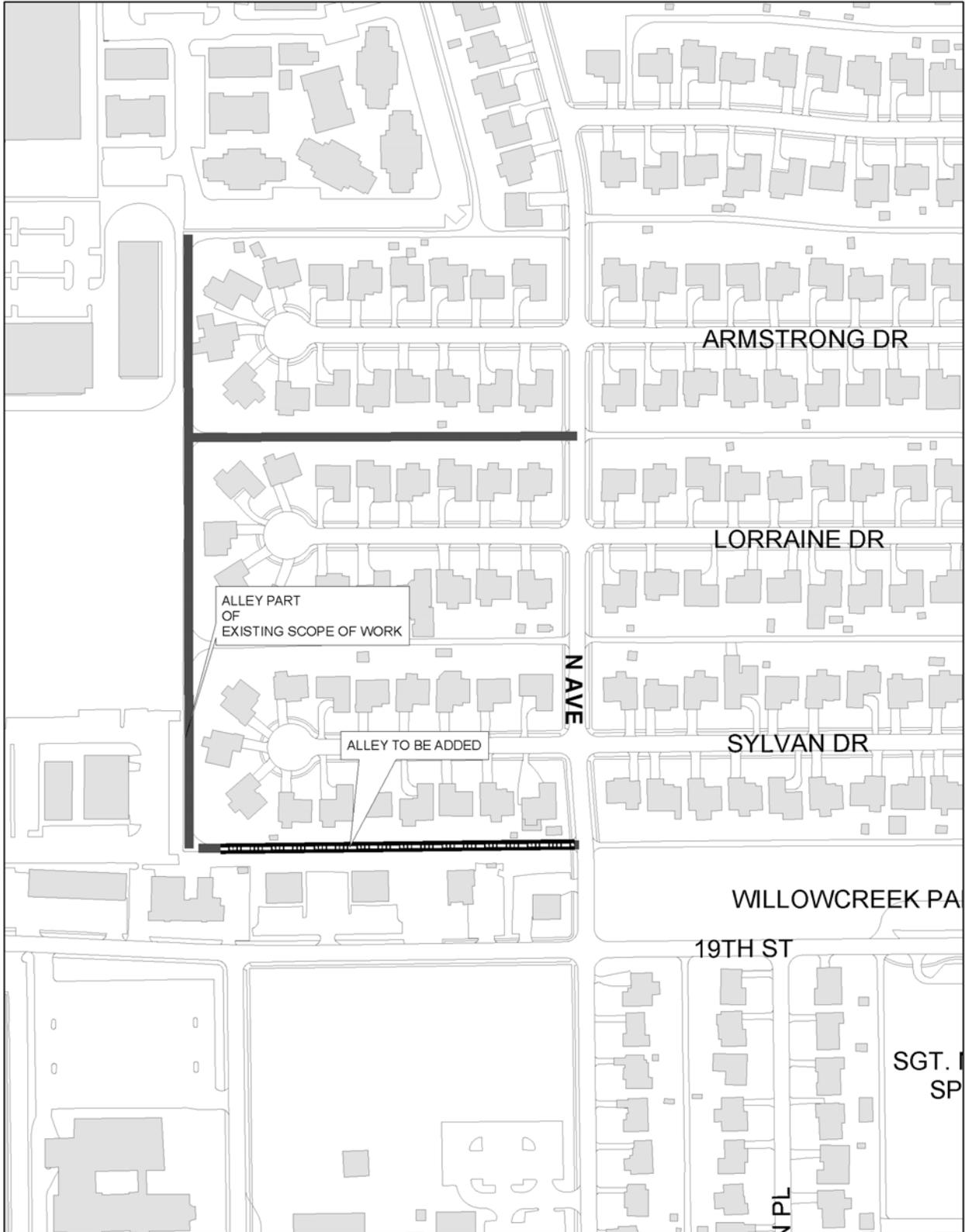


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/2011		
Department:		Public Works		
Department Head		Gerald P. Cosgrove		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No.6066
<b>CAPTION</b>				
To approve and authorize Contract Modification No. 1 for the purchase of Professional Services for design of Alley Reconstruction – Plano East Project No. 6066 in the amount of \$6,800 from J. Volk Consulting, Inc. This modification will provide for the design of an additional 570 linear feet of alley to this project.				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	34,200	483,800	0	<b>518,000</b>
Encumbered/Expended Amount	-34,200	0	0	<b>-34,200</b>
This Item	0	-6,800	0	<b>-6,800</b>
BALANCE	0	477,000	0	<b>477,000</b>
<b>FUND(S):    STREET IMPROVEMENT CIP</b>				
<b>COMMENTS:</b> Funds are included in the 2011-12 Street Improvement CIP. This modification, in the amount of \$6,800, will leave a current year balance of \$477,000 for the Alley Reconstruction – Plano East project. <b>STRATEGIC PLAN GOAL:</b> Increased design services for alley reconstruction relate to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Additional design services are required for the design and preparation of construction plans for the removal and replacement of an alley located south of Sylvan Drive and west of N Avenue. The length of this alley is 570 linear feet.				
The original contract amount was \$49,700.00. The Public Works Department is seeking City Council approval of this first modification because the total contract amount will exceed \$50,000.00. The revised contract amount is \$56,500.00.				
List of Supporting Documents: Location Map; Contract Modification			Other Departments, Boards, Commissions or Agencies	

# LOCATION MAP

ALLEY RECONSTRUCTION - PLANO EAST  
PROJECT NO. 6066



**CONTRACT MODIFICATION**  
**ALLEY RECONSTRUCTION- PLANO EAST**  
**PROJECT NO. 6066**

**PURCHASE ORDER NO. 191452**  
**CIP NO. 33-37766**

This shall serve as a First Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and J. Volk Consulting, Inc. (hereinafter "Consultant"), dated February 11, 2011, for Professional Engineering Services for the referenced project (hereinafter "Project").

**Services:**

This Modification amends the scope of services as originally set forth in the contract as follows:

The design and preparation of construction plans for the removal and replacement of an additional section of existing concrete alley .This additional alley is located south of Sylvan Drive and west of N Avenue and is approximately 570 L.F.

**Compensation:**

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$6,800.00. Such payment shall be made in accordance with the payment terms specified in the Contract.

In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Contract, this Modification 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.

MODIFICATION NO. 1  
Alley Reconstruction –Plano East  
Project No. 6066  
Page 2 of 3

Original Contract Amount	\$	<u>49,700.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>49,700.00</u>
Amount, Modification No. 1	\$	<u>6,800.00</u>
Revised Contract Amount	\$	<u><u>56,500.00</u></u>
Total Percent Increase Including Previous Modifications		<u>13.68%</u>

**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.

<u>CITY OF PLANO</u> OWNER	<u>J.VOLK CONSULTING, INC.</u> CONSULTANT
By: _____ (signature)	By:  _____ (signature)
Print Name: Bruce D. Glasscock	Print Name: Jason P. Volk, P.E.
Print Title: City Manager	Print Title: President
Date: _____	Date: <u>10/20/11</u>

APPROVED AS TO FORM:

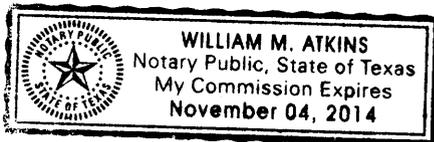
By: \_\_\_\_\_  
Diane C. Wetherbee, City Attorney

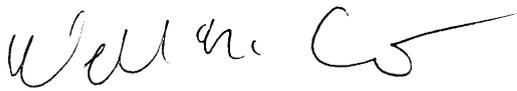
**ACKNOWLEDGMENTS**

**STATE OF TEXAS**

**COUNTY OF COLLIN**

This instrument was acknowledged before me on the 20 day of October, 2011, by **JASON P. VOLK, P.E., PRESIDENT**, of **J. VOLK CONSULTING, INC.**, a Texas 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 \_\_\_\_\_ day of \_\_\_\_\_, 2011, by **BRUCE D. 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**

<b>CITY SECRETARY'S USE ONLY</b>				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/2011		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): <b>Sharron Mason x7247</b>				
<b>CAPTION</b>				
Approval of change order to Motorola USA, Inc., increasing the contract by \$110,637.00 for additional equipment and services associated with the CSP P-25 Simulcast System, Change Order #6. CSP No. 2009-137-C.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		1,548,538	5,017,801	0
Encumbered/Expended Amount		-1,548,538	-234,013	0
This Item		0	-110,637	0
BALANCE		0	4,673,151	0
<b>FUND(S):    TECHNOLOGY IMPROVEMENTS (CO'S/TAX NOTES)</b>				
<p><b>COMMENTS:</b> Funds are available from the 2008 and 2009 sale of Tax Notes and 2010 sale of Certificates of Obligation. This item, in the amount of \$110,637, will leave a current year balance of \$4,673,151 for the Radio System Infrastructure Replacement Project (project #94205).</p> <p>STRATEGIC PLAN GOAL: Additional equipment associated with the Radio System Infrastructure Replacement project relate to the City's Goals of Financially Strong City with Service Excellence and Safe Large City.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Motorola and the City of Plano intend to process a change order associated with the ongoing deployment of the CSP P-25 Simulcast system. The change order will consist of procuring additional equipment and services as detailed in the attached Motorola Change Order No. 6: 1. Changes in Equipment; 2. Changes in Services; and Price Changes.</p> <p>Staff recommends approval of Change Order No. 6. The contract total will be \$14,087,523.00, which includes change orders of 14.80% of the original contract amount of \$12,271,398.00.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Change Order 6				

**Equipment and Services Associated with Pending Change Order – City of Plano Change Order #6, P25 Simulcast System****Contract #**   CSP 2009-137-C  **Contract Date:**   12/23/2009  

Motorola and the City of Plano intend to process a change order associated with the ongoing deployment of the P25 Simulcast system. The change order will consist of equipment and services as described in the following tables. As indicated in the Pricing section, the change order will represent an increase in the City's existing purchase order by the amount of \$110,637.00.

**Changes in Equipment:**

The following changes in equipment apply to this change order :

- Return of fire department multi-unit chargers and APX adapter cups
- Return of Fire Department APX6000 carry cases
- Purchase of MOSCAD SDMs for Ave K, Allen Dispatch, Radio Shop, Wylie Dispatch for UPS and Alcatel microwave monitoring
- Purchase of seventeen (17) additional XTS2500s, chargers and speaker microphones
- Return one analog conventional repeater (MTR3000)
- Purchase one conventional digital repeater (GTR8000)
- Purchase thirty-eight (38) desk-top Impress single unit chargers for XTS portables
- Purchase sixty-eight (68) Impress single unit vehicular chargers for APX portables

**Changes in Services:**

The services corresponding with changes in equipment, as well as additional services, are listed below. Each item is described in the detail that follows. Motorola is providing the following services under this change order:

- Updated tower structural loading analyses for Data Radio and IT department antennas
- Installation services for MOSCAD SDMs for Ave K, Allen Dispatch, Radio Shop, Wylie Dispatch
- Additional training and Whelen siren integration support for the Outdoor Warning System
- Extended warranty coverage on all subscribers (new and previously existing)
- Installation of sixty-eight (68) Impress vehicular single-unit chargers for APX portables
- Purchase one (1) additional System Administrator Workshop (training session)

**Updated Tower Structural Analyses**

Motorola will perform updates to previously provided structural analyses for the Avenue N, Parkway, Communications Parkway, Ridgeview and Schoolhouse sites. This includes a remediation design to resolve anticipated over-loaded conditions at the Parkway site. Motorola

**Changes in Services:**

will use input provided by the City of Plano pertaining to the size and type of antennas, transmission lines and mounting accessories, to perform updated structural analyses of said towers. For each tower, Motorola will issue a written report describing the current and future appurtenances and their impact to the structural load-bearing capacity.

**Installation Services for MOSCAD SDMs**

Motorola will provide installation and configuration labor for the complete integration of the MOSCAD SDMs at Avenue K, Allen Dispatch, Plano Radio Shop and Wylie Dispatch. These SDMs are intended for the purpose of remotely monitoring UPS and microwave equipment at these sites. Motorola will connect individual digital input ports for each device monitored from a point of demarcation supplied by the City of Plano.

**Additional Training and Siren Integration Support of the Outdoor Warning System**

Motorola and its subcontractor (Integrated Telecommunications Systems – ITS) will provide additional end-user and system administrator training, as well as support related to the integration of new Whelen firmware with the newly installed Outdoor Warning System. The following tasks are included:

1. Review audio files triggered within the Whelen siren in comparison with the logical codes transmitted to the ACE3600/Siren interface. The intent is to resolve instances where the logical code transmitted results in an incorrect audio message transmitted through the siren's P/A. Where codes and transmitted audio are found to be incorrect, Motorola/ITS will assist identifying the issue. If changes are required in the ACE3600 portion of the siren system, Motorola/ITS will perform programming changes. If changes are required in the firmware or programming of the Whelen siren system, ITS will assist identifying the required changes and communicate to the City of Plano.
2. Review solar power charging issues and voltage thresholds programmed into the ACE3600 reporting mechanism. The City has learned that each of their solar sites may require expanded power capacity in order to support the new ACE3600 RTUs. This task will consist of a review of the power requirements of the ACE3600 such that the City of Plano is fully aware of the minimum voltage and current levels required for continuous operations of the ACE3600. Motorola and the City of Plano will gather details associated with a recently upgraded solar cell in an effort to determine if the upgrade successfully resolved ACE3600/Siren operational issues and alarms pertaining to voltage levels. The intent is to develop an understanding of the impact of low voltage and how to interpret the alarms associated with low-voltage conditions.
3. Review the functionality of sites where the Whelen siren system has recently been upgraded (firmware). Identify issues prohibiting successful functionality and identify the means by which issues should be resolved. Motorola/ITS will perform issue resolution if an issue can be resolved within the confines of the ACE3600/OWS platform. The City of Plano will perform issue resolution if the issue can be resolved within the confines of the Whelen siren and associated peripherals and firmware.

**Changes in Services:**

4. Change the Thunderstorm warning from its current audio code to "Wail" (requires further review with the City of Plano to confirm this is the desired change).
5. Provide remote assistance via conference call with the City of Plano and Whelen regarding items 1, 2 and 3 above. Previous implementations of ACE3600-based systems (e.g. neighboring cities) have resulted in similar issues, which were attributed to changes required within the Whelen siren package and/or solar power systems. Motorola/ ITS will provide remote assistance in advance of the on-site visit in order to further establish the action items that need to be executed (by the City of Plano and/or Motorola/ITS) during the on-site visit. Pre-visit conference calls will lend to the efficiency of the on-site visit.

**Extended Warranty Coverage on Subscribers**

Motorola will execute extended warranty coverage on all subscribers such that coverage extends to 9/30/2014. The affected maintenance contracts are listed individually, with the modified date ranges as follows:

- Contract S00001017544 has 321 pre-existing XTS5000 covered until 8/31/2013. Motorola will add 13 months to this contract
- Contract S00001017544 has 295 pre-existing XTL5000 covered until 8/31/2013. Motorola will add 13 months to this contract
- Coverage for radios purchased under the new PAWM P25 Simulcast contract will be extended to 9/30/14. Quantities and types are as follows (the duration indicated accounts for the pre-existing level of coverage, such as two-year Repair Service Advantage and/or standard 1-year warranty, such that the end result is coverage to 9/30/2014):

Qty	Type	Duration
356	XTS2500 and 5000	2 months
395	XTL2500 and 5000	2 months
22	XTL Consolettes	38 months
162	APX6000	15 months

**Installation of Single Unit Vehicular Chargers for City of Plano Fire Department**

Motorola will install sixty-eight (68) single unit chargers by installing four (4) individual chargers in each of seventeen (17) fire apparatus. The City of Plano will ensure each apparatus has sufficient 12 VDC power to support the operation of the proposed chargers. Motorola will provide installation labor for the purpose of installing the chargers by mounting them in the location of the currently installed AdvanceTec chargers, and installing individual power source cabling to the apparatus DC power source. The price associated with this task is based on the assumption that 12 VDC power is readily available within the cab of each apparatus, without the need for additional equipment to boost or amplify the source of current required to operate

**Changes in Services:**

each charger.

**Additional ASTRO 25 IV&D 7.8 Radio System Management Workshop**

Motorola will perform one additional Radio System Management Workshop at the City of Plano's Radio Shop. The course is scheduled for December 12 – 26, 2011 and can accommodate up to 12 students. Motorola will provide associated student hand-outs and course material.

**EXCLUSIONS**

The price of this change order excludes the following services:

**Conventional GTR8000 Repeater**

This change order does not include services to install the GTR8000 conventional repeater. The proposed equipment does not include coax, connectors or antennas. The City of Plano will provide all antenna system equipment and installation services.

**Additional XTS2500 Portables, Chargers and Speaker Microphones**

The price of this change order excludes programming services. The City of Plano will perform all programming services associated with the new XTS2500 portables.

**Schedule Changes:**

There are no schedule changes.

**Pricing Changes:**

The net increase to the City of Plano's purchase order is \$110,637. The price for individual equipment and/or services items is given in the table on the following page.

	<b>Equipment</b>	<b>Services</b>	<b>Total</b>
Purchase updated loading analyses on towers for Data Radio and IT department antennas		10,703	10,703
Return of fire apparatus DC chargers (27 each)	(27,389)		(27,389)
Return of FD APX6000 carry cases (100 ea)	(5,778)		(5,778)
Purchase MOSCAD SDM hardware and installation services for Ave K, Allen Dispatch, Radio Shop, Wylie Dispatch (UPS and Alcatel monitoring)	22,874	9,344	32,217
Purchase additional training and Whelen siren integration services for the Outdoor Warning System		10,400	10,400
Purchase Seventeen (17) additional XTS2500s, battery chargers and speaker microphones	57,690		57,690
Purchase extended warranty coverage on all subscribers (new and existing)		53,398	53,398
Return one (1) analog conventional repeater	(10,155)		(10,155)
Purchase one (1) conventional digital repeater (GTR)	18,981		18,981
Purchase thirty-eight (38) impress single unit desk-top chargers	1,756		1,756
Purchase sixty-eight (68) single unit vehicular chargers and installation services	21,216	2,040	23,256
Additional System Management Workshop		24,041	24,041
Credit for Un-ordered Flash Kits & FD Black Housings (re-casing)	(78,484)		(78,484)
<b>Grand Total</b>	<b>711</b>	<b>109,926</b>	<b>110,637</b>

**City of Plano Responsibilities:**

The City of Plano will install a point of demarcation for the MOSCAD SDMs at Avenue K, Allen Dispatch, Plano Radio Shop and Wylie Dispatch. The City will extend cabling from individual device (e.g. UPS, microwave radios) alarm outputs to the point of demarcation. Motorola will cross-connect from the point of demarcation to the MOSCAD SDM digital input port.

The City of Plano will perform changes unique to the Whelen siren system consistent with changes that are identified in the ACE3600/Whelen interface. The City of Plano is responsible for performing changes (as required) to the Whelen portion of the interface. Motorola is responsible for performing changes (as required) to the ACE3600 portion of the interface. All changes shall be agreed upon by Motorola and the City of Plano prior to implementation.

The City of Plano will ensure each apparatus has sufficient 12 VDC power to support the operation of the proposed single unit vehicular chargers for the Plano Fire Department. The City of Plano will work with Motorola to determine the mounting configuration and availability of 12 VDC power prior to commencing the installation.

The City of Plano will ensure the prerequisite course - **ASTRO 25 IV&D Introduction to Network Management Applications (online, self paced)** – has been completed by all students attending the System Management Workshop

The City of Plano will perform the installation of the GTR800 conventional repeater. The City of Plano will provide all coax, connectors, surge protection and antenna system hardware associated with the repeater. Motorola is providing the only the repeater hardware.

The City of Plano will perform all programming services associated with the additional seventeen (17) XTS2500 portables. Motorola is providing hardware only.

**Payment Schedule for this Change Order:**

The original payment milestones set forth in the original contract will remain unchanged. The City's current purchase order amount will be increased by the amount of \$110,637.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola, Inc.**

**Customer**

By: \_\_\_\_\_  
 Printed Name: Michael Duke  
 Title: Territory Services Director  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: Ron Goldsmith  
 Title: Radio Manager  
 Date: \_\_\_\_\_

Reviewed by: David Hill  
 Motorola Project Manager

Date: 8/8/2011



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/2011		
Department:		Public Works		
Department Head		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #):			<b>Irene Pegues (7198)</b>	
			<b>Project No. 5741</b>	
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Advance Funding Agreement Amendment No. 1 by and between the Texas Department of Transportation and the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	
Encumbered/Expended Amount	0	0	0	
This Item	0	0	0	
<b>BALANCE</b>	0	0	0	<b>0</b>
<b>FUND(S):    STREET IMPROVEMENT CIP</b>				
<b>COMMENTS:</b> This item allows the City to amend the terms and conditions of Advance Funding Agreement Amendment No. 1 due to changes to the scope of work for the Windhaven – City Limits to Spring Creek project. <b>STRATEGIC PLAN GOAL:</b> Amending the scope of the Windhaven – City Limits to Spring Creek project relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
The attached Amendment will authorize the revision of the scope of this project to widen Windhaven Parkway from Parkwood Boulevard to Spring Creek Parkway, Project No. 5741, from two lanes to four lanes divided. The current project scope widens this part of the road from two lanes to six lanes divided.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map; Contract Modification			N/A	



**Project  
Limits**

**Windhaven Parkway**

**4  
Lane Section**

**Windhaven Parkway  
Amendment No . 1  
Advanced Funding  
Agreement**

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Advance Funding Agreement Amendment No. 1 by and between the Texas Department of Transportation and the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Advance Funding Agreement Amendment No. 1 for Project No. 5741 – Windhaven Parkway between the Texas Department of Transportation, and the City of Plano, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Agreement”); and,

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 14<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

CSJ # 0918-24-143  
District # 18 – Dallas  
Code Chart 64 # 33100  
Project: From W. Plano City Limits  
to Spring Creek Parkway  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
AMENDMENT # 1**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the City of Plano, acting by and through its duly authorized officials, called the Local Government.

**WITNESSETH**

**WHEREAS**, the State and the Local Government executed a contract on the 2<sup>nd</sup> of January 2007 to effectuate their agreement for the development and construction to widen the existing road to a six lane urban divided on Windhaven Parkway from West Plano City limits to Spring Creek Parkway in the City of Plano; and,

**WHEREAS**, it has become necessary to amend that contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

**AGREEMENT**

**1. Description of Amended Items**

Article 4. Scope of Work of the original contract is deleted in its entirety and replaced with,  
Article 4. Scope of Work.

The scope of work is described as the development and construction of the Windhaven Parkway from 200 feet west of Gentle Way to Spring Creek Parkway: from 200 feet west of Gentle Way to Parkwood Blvd, widen from 2 to 6 lanes divided; from Parkwood Blvd. to Spring Creek Parkway, widen from 2 to 4 lanes divided.

All other provisions of the original contract are unchanged and remain in full force and effect.

CSJ # 0918-24-143  
District # 18 – Dallas  
Code Chart 64 # 33100  
Project: From W. Plano City Limits  
to Spring Creek Parkway  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**2. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

Bruce D. Glasscock

\_\_\_\_\_  
Typed or Printed Name

City Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

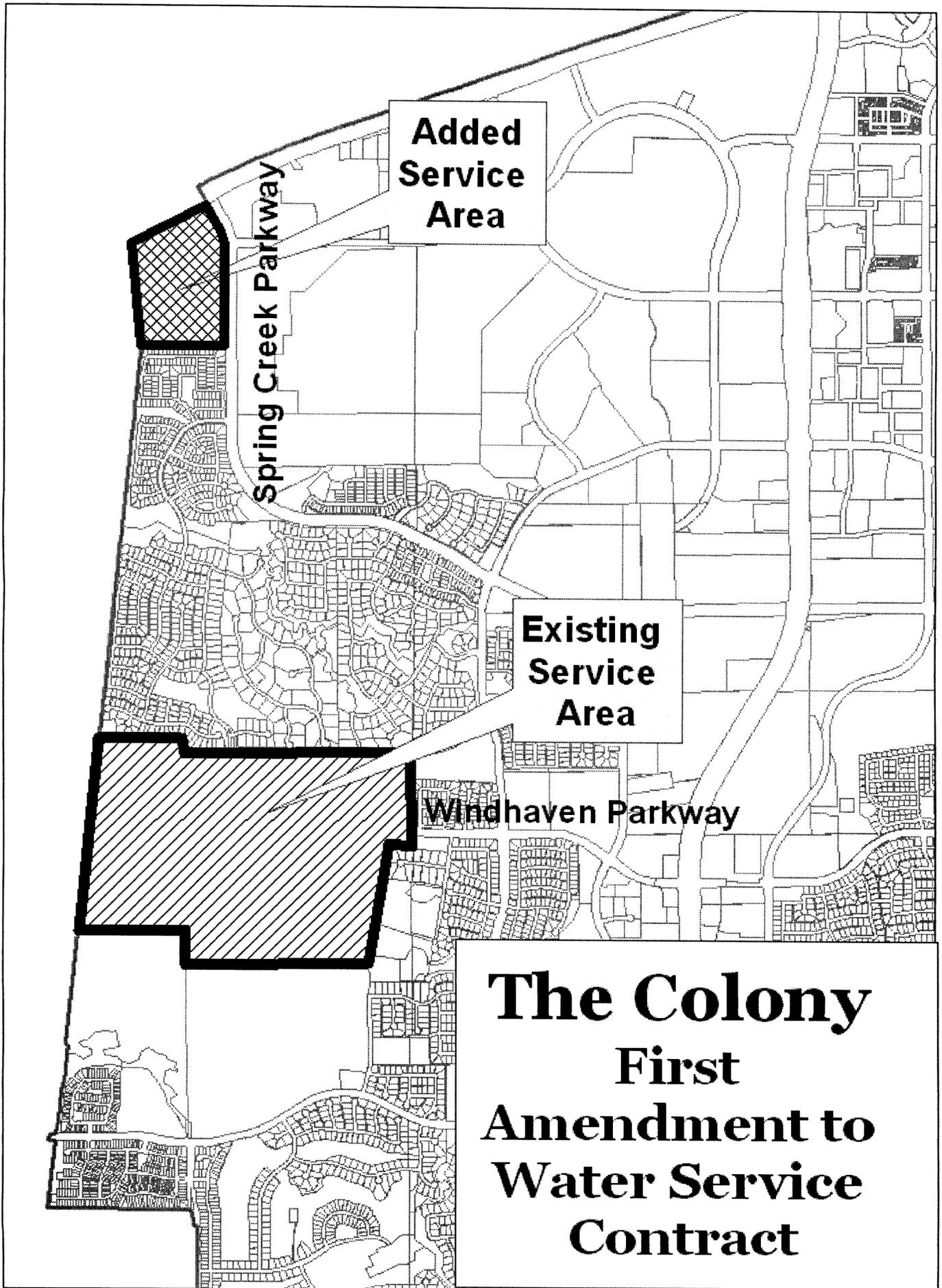
\_\_\_\_\_  
Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/11		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Amendment by and between the City of Plano and the City of The Colony to the existing potable water service agreement for an additional portion of the City of The Colony; authorizing its execution by the City Manager or his authorized designee and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S): N/A</b>				
<p><b>COMMENTS:</b> This item, which has no fiscal impact, allows the City of Plano to amend the existing potable water service agreement with the City of The Colony.</p> <p><b>STRATEGIC PLAN GOAL:</b> Passage of the Resolution relates to the City's Goal of Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
<p>The City of Plano entered into an agreement with the City of The Colony in August 1998 that the City of Plano would supply water to the City of The Colony for an area on either side of Windhaven, west of Gentile Way. The City of The Colony has approached the City of Plano to amend the existing contract to provide service to an additional area, west of Spring Creek Parkway and south of SH 121.</p> <p>The existing contract provides that the City of Plano will supply up to a maximum hourly rate of four million gallons per day. The Colony's existing hourly demand is less than one million gallons per day. This amendment does not increase the amount of water that The Colony may receive. The Colony pays the City of Plano the NTMWD wholesale rate plus 10% for the water that they use. The Contract also provides that The Colony comply with our emergency water management plan. The Colony has adopted Stage 3 restrictions for the area covered by this contract.</p> <p>Staff has determined that the water system has sufficient capacity to serve this area and recommends approval of the amendment.</p>				
List of Supporting Documents: Location Map, Existing Contract			Other Departments, Boards, Commissions or Agencies N/A	



**Added  
Service  
Area**

Spring Creek Parkway

**Existing  
Service  
Area**

Windhaven Parkway

**The Colony  
First  
Amendment to  
Water Service  
Contract**

**AGREEMENT BETWEEN THE CITY OF PLANO AND  
THE COLONY FOR PROVIDING POTABLE WATER SERVICE  
TO A PORTION OF THE COLONY**

This Agreement is made and entered into this 6<sup>th</sup> day of July, 1998, by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, (hereinafter referred to as "Plano"), and **CITY OF THE COLONY, TEXAS**, a home-rule municipal corporation, (hereinafter referred to as "The Colony"), acting by and through their agents, the City Managers, or their duly designated representatives, as follows:

**WITNESSETH:**

**WHEREAS**, Plano and The Colony are political subdivisions within the State of Texas, and are both engaged in the provision of governmental services for the benefit of their citizens; and

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (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**, Plano owns, operates, and maintains a potable water system within its corporate limits north of McKamy Trail and east of Midway Road; and

**WHEREAS**, The Colony, wishes to provide potable water service to an area within its city limits bounded on the north by McKamy Trail, on the east by Midway Road and on the west by the current roadbed of the Burlington Northern Railroad (the "Service Area"); and

**WHEREAS**, Plano is willing to provide potable water service to the Service Area for consideration to include The Colony's agreement, at the request of Plano, to forgo construction of any type of storage tank in the Service Area; and

**WHEREAS**, the provision of governmental services as contemplated herein will promote the public health and welfare, provide efficiency and effectiveness of local government, and be of mutual benefit to the contracting parties.

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

I.  
GENERAL PROVISIONS

A. **Purpose.**

The purpose of this Agreement is for Plano to sell and provide treated water to the Service Area of The Colony under this Agreement's provisions.

1. **Definition of Service Area.** The Service Area shall be limited to the area as shown in Exhibit "A".

2. **Interconnection Prohibited.** The Colony agrees that any interconnection of water by The Colony or third parties from the Service Area to any other area is prohibited.

3. **Water Storage Prohibited.** The Colony agrees that it shall not nor permit others to store water furnished by Plano in areas other than public lines during the term of this Agreement. This provision shall be interpreted broadly to include both above and inground water storage facilities.

B. **Term of Duration.**

This Agreement shall remain in full force and effect for a term of thirty (30) years, beginning on the date first written above and terminating thirty (30) years thereafter.

C. **Modification.**

With the exception of the rate adjustment as provided in II.B.2, this Agreement may be changed or modified only by the City Councils for Plano and The Colony. Any modification must be in writing and signed by all parties. Such modification may be requested by either party, in which event a joint meeting of the parties' representatives shall be held within ninety (90) days after such notice is given, at which joint meeting the requested changes or modifications shall be considered and discussed. No such change or modification may be made which will adversely affect the prompt payment, when due, of all monies required to be paid by The Colony, or the provision of water by Plano, under this Agreement's provisions.

D. **No Assignment.**

The Colony shall not assign or transfer any interest under this Agreement without Plano's prior written consent.

E. **Breach, Termination.**

Upon either party's breach of any of this Agreement's provisions, the other party may terminate this Agreement after providing written notice of the breach to the breaching party and provided that any such breach shall not have been cured within the period to cure any such

breach as provided for herein. Such termination shall not be effective unless the party in breach shall have failed to correct such breach to the reasonable satisfaction of the non-breaching party within a ninety (90) day period of time following the receipt of notice of breach. Such notice shall explain in detail the Agreement provision(s) that has been breached and the circumstances giving rise to the breach.

It is specifically provided that The Colony's failure to timely pay Plano for water supplied under this Agreement is a breach of this Agreement. If The Colony pays the full amount of money owed Plano within ninety (90) days after Plano gives notice of the breach, this Agreement shall remain in full force and effect. However, Plano's acceptance of any partial payment from The Colony will not waive any of Plano's contract rights, including the right to pursue The Colony for any remaining balance due. No endorsement or statement on any check or letter that acknowledges payment, partial or full, shall be deemed an accord and satisfaction.

**F. Delivery of Notices.**

All notices, demands, or requests from one party to another shall be in writing and either personally delivered or sent by United States mail certified or registered, return receipt requested, postage prepaid, to the addresses state below:

City of Plano:           City of Plano  
                                  Attn: FRANK TURNER  
                                  P.O. Box 860358  
                                  Plano, TX 75086-0358

The Colony:             The Colony  
                                  Attn: LANNY S. LAMBERT  
                                  5151 N. Colony Blvd.  
                                  The Colony, TX 75056

For the purpose of this Section, addresses and addressees may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

**G. Venue.**

Venue for any cause of action arising under this Agreement is in Denton County, Texas.

This Agreement is governed by the laws of Texas both as to interpretation and performance.

**H. Force Majeure.**

If by reason of *force majeure* either party hereto is rendered unable wholly or in part to carry out its contract obligations, other than The Colony's obligation to make payment required under the provisions hereof, then if such party shall give written notice and full details of such *force majeure* to the other party within ten (10) days after occurrence of the event or cause relied on, the obligation of the party filing such notice, so far as it is affected by such *force majeure*, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" as used herein means any circumstance or condition beyond the party's control, including but not limited to: acts of God and actions of elements (including floods, droughts, storms, etc.); acts of the public enemy or acts of war; strikes or other industrial disturbances; accidents; explosions; laws, acts, rules, regulations, or orders of any county, state, or federal government; transportation failures; civil disturbances; breakage or accidents to machinery, pipelines or canals; partial or complete failure of water supply or delivery points; or on account of any other causes not reasonably within the control of the party claiming such inability.

**I. No Indebtedness.**

The Colony agrees that no payments owed by it to Plano, including payment in advance for service charges or any sums of any character whatsoever, are or shall become delinquent or in arrears. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

**J. Attorney's Fees; Dispute Resolution.**

If either party brings legal action to enforce this Agreement's provisions, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

**K. Compliance with Laws and Regulations.**

The Colony and Plano hereby agree to comply with all applicable local, state, and federal laws and regulations, including provisions of the Plano Municipal Water Utility ordinances, resolutions, and regulations and any changes thereto. The Colony and Plano hereby agree to comply with all provisions of Plano's Emergency Water Management Plan as found in the Plano City Code, Sec. 21-53 et seq.

**L. Conflict/Severability.**

1. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Agreement initially.

**M. North Texas Municipal Water District.**

The water provided under this Agreement is supplied by the North Texas Municipal Water District (NTMWD) pursuant to the terms and conditions of a contract dated August 1, 1988 between Plano and NTMWD (the "NTMWD Contract" a true and correct copy of which is attached hereto as Exhibit "B"). Consistent with Section 3(a) of the NTMWD Contract, this contract shall not become effective until approved by the Board of Directors of NTMWD. Furthermore, this Agreement is made subject and subordinate to the water requirements of all the parties to the NTMWD Contract.

**II.  
FURNISHING WATER**

**A. Delivery Point(s)/Flow Rates.**

**Delivery Points:**

Subject to the limitations set forth in II.B.4., Furnishing Water, Plano shall sell and provide water to The Colony at the following points of metering which shall be known as the "Delivery Point(s)":

Delivery Point No. 1 Along McKamy Trail approximately 1,000 feet east of the east right-of-way line of the Burlington Northern Railroad

Delivery Point No. 2 On Windhaven Parkway at the Plano/The Colony city limit line.

Optional Delivery Point No. 3 A third delivery point may be later established by mutual agreement between the City Manager of the respective cities.

**Flow Rates:**

Subject to the limitations set forth in II.B.4., Furnishing Water, Plano will provide a total maximum hourly rate of four (4) million gallons per day, at all combined delivery points, including the Optional Delivery Point No. 3. Rate of flow controllers will be installed by Plano to meet this maximum hourly rate.

The parties agree that within ninety (90) days after notification by The Colony of request for water service, Plano will provide permanent water connection at Delivery Point No. 2 and a temporary connection on McKamy Trail. Delivery Point No. 1 will be available on or before December 31, 1999. Plano will provide water as needed to meet The Colony's needs within the initial connections up to the maximum hourly rate of four (4) million gallons per day which will be available with the completion of Delivery Point No. 1.

The Colony agrees to purchase and to take delivery of said water at the delivery point(s) for The Colony's own use within the Service Area. Plano is obligated to deliver the same quality

of water that is supplied to Plano's customers. The Colony agrees to provide all necessary cross connection control(s) for its Delivery Point distribution that may be required by the health standards of the State of Texas, and any changes thereto.

**B. Rates.**

1. **Current Rate.** The Colony agrees to pay Plano for treated water furnished and Plano agrees to sell treated water to The Colony at the rate of one and one-tenth (1.1) the amount Plano pays for NTMWD's base rate per one thousand gallons of water, U.S. Standard Liquid Measure. For the purpose of this Agreement, the above rates are intended to reflect Plano's approximate cost of acquiring and delivering the water to The Colony. The Colony rate shall automatically include any cost increase NTMWD passes to Plano pursuant to the NTMWD Contract or other authorized procedure, provided, however, that before any such cost increase shall be effective, Plano shall immediately provide The Colony the same notice of any such increase that Plano is entitled to receive under the NTMWD Contract, as amended. The rate will also be reviewed at the end of ten (10) years from the original date of this Agreement as provided in 2., Rate Adjustment below.

2. **Rate Adjustment.** The parties agree that every ten (10) years, commencing from the anniversary date of this Agreement, the water rates will be reviewed by an independent auditor who shall be chosen by the parties. The auditor shall determine if the rates charged by Plano are adequate to recover Plano's expenses in providing water to The Colony under this Agreement. The auditor shall furnish a copy of his findings to each party. Any party may request further review by the auditor if done within thirty (30) days of receipt of the report. The auditor shall respond within twenty (20) days to the additional review. Each party shall share the cost of the auditor equally. The parties agree that notwithstanding any findings by the auditor, the rate shall not be decreased.

If the final findings indicate an increase of the water rate is necessary to cover Plano's expenses, the increase shall be effective within thirty (30) days of receipt of the final report.

3. **Capital Improvement Fees.** In addition to the above rates, The Colony will pay Plano a one time fee of **SEVEN HUNDRED THOUSAND DOLLARS (\$700,000)** for the cost of improving Plano's facilities required to meet the quantity and demand requirements in the Service Area. **THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000)** shall be paid to Plano upon execution of this agreement and the remaining balance of **THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000)** shall be paid out in equal installments of **SEVENTY THOUSAND DOLLARS (\$70,000)** per year for five (5) years on each Anniversary Date of the Agreement.

4. **Furnishing Water.** Plano shall furnish and remain in a position to furnish treated water sufficient for The Colony's demands pursuant to this Agreement but Plano's obligation under this Agreement shall be dependent on the amount of water available to Plano from its own source of supply. If unavoidable distribution problems arise, Plano shall give The Colony immediate notice of such problems, and reserves the right to further limit The Colony's

quantity of water to be taken on an hourly, daily, and/or monthly basis as Plano determines necessary, to preserve adequate water for both parties. If there is a change in Plano's Emergency Water Management Plan, written notice of such change shall be mailed to The Colony.

Plano will continuously operate and maintain its water system in an efficient manner and in accordance with good business and engineering practices, and at reasonable cost and expense.

In the event Plano receives any notice from NTMWD or any other source of supply of treated water which directly affects its supply of treated water to The Colony hereunder, Plano shall immediately notify The Colony of its receipt of, and provide to The Colony a copy of (if written), such notice.

**C. Water Rate Payments.**

Plano agrees to provide a monthly statement of charges for the base rate of water consumption. Payment is due on the date shown on the statement, not less than twenty-five (25) days after the date of mailing.

Late charges for these payments will be assessed at the rate assessed all other Plano customers.

**D. Facilities and Equipment Maintenance; Elevated Storage Tank.**

Plano agrees to construct, install, and maintain all pipelines, valves, master meter(s), fittings, and appurtenances required to meet the quantity and demand requirements set forth in this Agreement. The Colony shall own and maintain all facilities and equipment constructed beyond the master meter(s) which shall be placed at the Delivery Points.

Both parties to this Agreement shall have access to such metering equipment at all reasonable times, provided, however that for the purpose of this Agreement the original record or reading of any such meter shall be the journal or other record book of Plano in its office in which the records of the employees or agents of Plano who take the reading or record may be transcribed. Upon written request of The Colony, Plano will send to The Colony a copy of such journal or record book, or permit it to have access to the same in the office of Plano during reasonable business hours.

The cities of Plano and The Colony acknowledge that it is in each city's best interest that the metering devices installed be as accurate as is technically possible. The type of metering and/or rate of flow controller devices will be reviewed by the engineering representatives of each city. Those devices will be maintained by Plano to insure consistent accuracy. Upon mutual agreement of both cities, such devices will be reviewed and calibrated, not more than once every year. The term calibrated shall apply to the specific type of devices as recommended by the manufacturer of such devices. If adjustments are deemed necessary to the devices, the same adjustment will be made to the last billing period.

**E. Title to Water.**

Title to all water supplied under this Agreement shall remain with Plano up to the Delivery Point(s). From such Delivery Point(s), whether metered there or not, title shall pass to The Colony.

**F. Hold Harmless.**

To the extent permitted by law, The Colony agrees to indemnify, hold harmless, and defend Plano, its officers, agents, and employees from and against all liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expense, including court costs, attorneys' fees, and other reasonable costs occasioned by any act or omission of The Colony, its officers, employees, agents, and contractors in connection with the transportation, delivery, and disposal of said water beginning at the Delivery Point(s) and continuing into The Colony while title to the water remains with The Colony.

To the extent permitted by law, Plano agrees to indemnify, hold harmless, and defend The Colony, its officers, agents, and employees from and against all liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expense, including court costs, attorneys' fees, and other reasonable costs occasioned by any act or omission of Plano, its officers, employees, agents, and contractors in connection with the transportation, delivery, and disposal of said water to the Delivery Point(s) while title to the water remains with Plano.

**G. Entire Agreement.**

This Agreement is the entire agreement of the parties, and any prior representations, warranties, agreements, promises, or negotiations, verbal or otherwise, pertaining to this agreement not expressly set forth in this written agreement are of no force and effect. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and/or assigns of Plano and The Colony.

**H. Authority to Execute.**

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, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

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

DATE: 8/19/98

BY: *Thomas H. Muehlenbeck*  
Thomas H. Muehlenbeck  
CITY MANAGER

APPROVED AS TO FORM:

*Diane C. Wetherbee*  
Diane C. Wetherbee, CITY ATTORNEY

THE COLONY, TEXAS  
a home-rule municipal corporation

DATE: July 13, 1998

BY: *Larry L. Lamb*  
CITY MANAGER

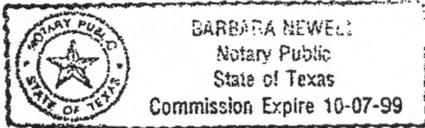
APPROVED AS TO FORM:

\_\_\_\_\_, CITY ATTORNEY

ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the 19 day of August, 1998 by THOMAS H. MUEHLENBECK, City Manager of the CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.



*Barbara Newell*  
Notary Public, State of Texas

AGREEMENT BETWEEN THE CITY OF PLANO AND THE COLONY FOR PROVIDING POTABLE WATER SERVICE TO A PORTION OF THE COLONY

ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON §

This instrument was acknowledged before me on the 13<sup>th</sup> day of July, 1998 by LANNY S. LAMBERT, City Manager of **THE COLONY, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Patti A. Hicks  
Notary Public, State of Texas

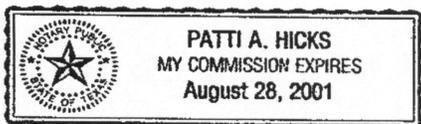
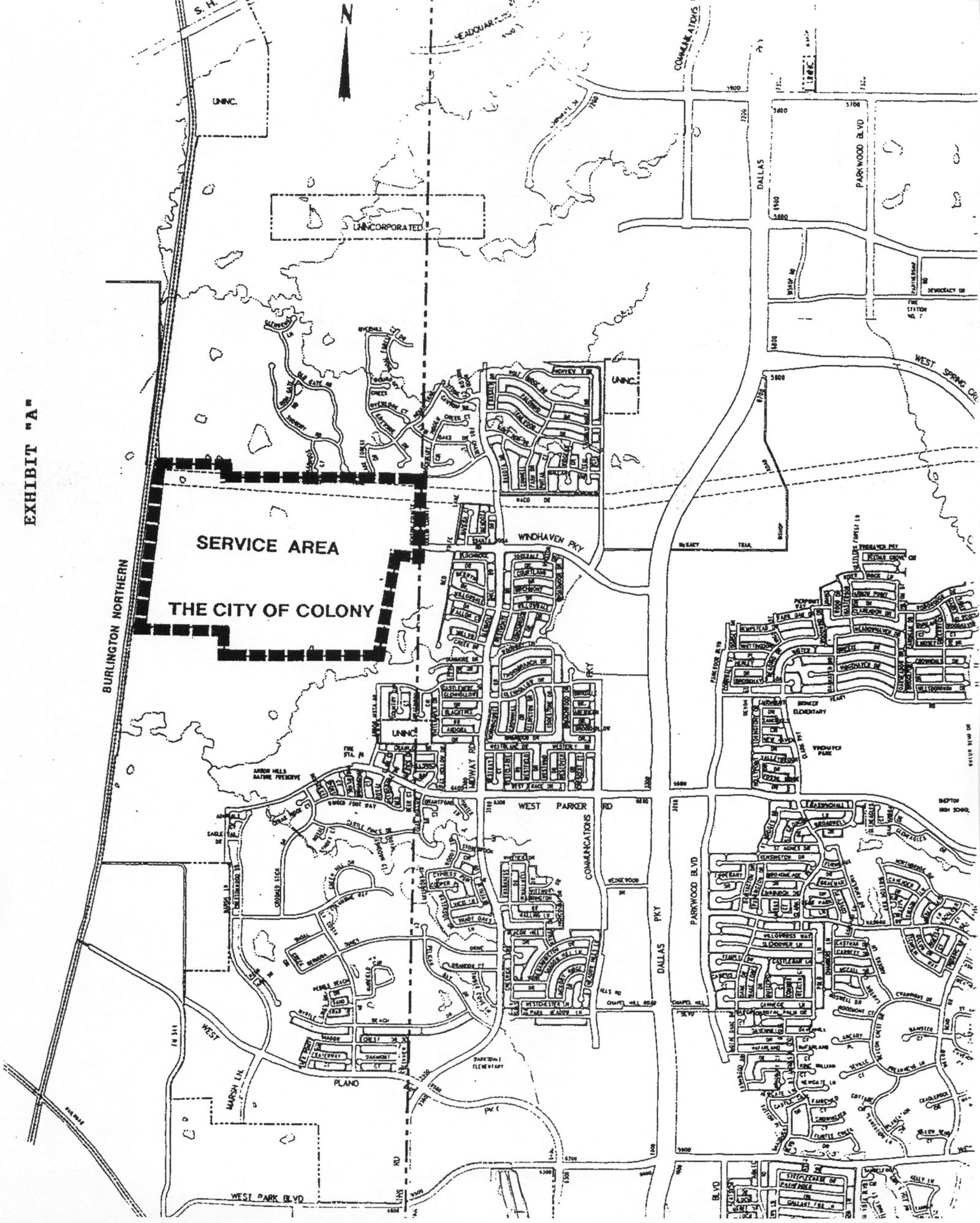


EXHIBIT "A"



**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Amendment by and between the City of Plano and the City of The Colony to the existing potable water service agreement for an additional portion of the City of The Colony; 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 Amendment by and between the City of Plano and the City of The Colony to provide potable water service to an additional portion of the City of The Colony, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Amendment"); and

**WHEREAS**, effective August 19, 1998, the City of Plano and the City of The Colony entered into a thirty (30) year Agreement between the City of Plano and the City of The Colony for providing potable water service to a portion of the City of The Colony; and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee should 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 Amendment, 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 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 Amendment.

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

**DULY PASSED AND APPROVED** the 14th day of November, 2011.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**FIRST AMENDMENT TO THE AGREEMENT  
BETWEEN THE CITY OF PLANO AND THE  
CITY OF THE COLONY FOR PROVIDING POTABLE  
WATER SERVICE TO A PORTION OF THE COLONY**

This First Amendment (hereinafter referred to as the "First Amendment") is hereby entered into by and between the **CITY OF PLANO, TEXAS**, a Texas home-rule municipal corporation (hereinafter referred to as "Plano"), and the **CITY OF THE COLONY, TEXAS**, a Texas home-rule municipal corporation (hereinafter referred to as "The Colony"), acting by and through their agents, the City Managers, or their duly designated representatives, as follows:

**WITNESSETH:**

**WHEREAS**, Plano and The Colony are political subdivisions within the State of Texas, and are both engaged in the provision of governmental services for the benefit of their citizens; and

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended (hereinafter referred to as 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**, effective August 19, 1998, Plano and the Colony entered into a thirty (30) year Agreement between the City of Plano and The Colony for Providing Potable Water Service to a Portion of The Colony" (hereinafter referred to as the "Agreement"); and

**WHEREAS**, Section I.C. of the Agreement provides that any modification of the Agreement must be in writing and signed by all parties; and

**WHEREAS**, the cities of Plano and The Colony desire to amend the Agreement to address the provision of potable water within The Colony by expanding the service area, as depicted in *Exhibit A* of this First Amendment; and

**WHEREAS**, the cities of Plano and The Colony find and determine the provision of governmental services as contemplated by this First Amendment will promote the public health and welfare, provide efficiency and effectiveness of local government, and be of mutual benefit to the contracting parties.

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

**ARTICLE 1  
INCORPORATION OF RECITALS**

All matters and recitations stated in the Preamble to this First Amendment are true and correct and are hereby incorporated by reference into the provisions of this First Amendment as

an expression of intent and as an aid to construction.

## ARTICLE 2 AMENDMENTS

(a) **Amendment to Agreement.** That Section I.A.1. of the Agreement, entitled "Definition of Service Area" is amended and shall read as follows:

"1. **Definition of Service Area.** The Service Area shall be limited to the area as shown in *Exhibit A* of this First Amendment."

## ARTICLE 3 MISCELLANEOUS PROVISIONS

6.1 **Authority of Parties.** This First Amendment is made by and entered into by a duly authorized official of Plano and The Colony.

6.2 **Captions.** The captions contained in this First Amendment are for informational purposes only and shall not in any way affect the substantive terms or conditions of this First Amendment.

6.3 **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

6.4 **Effective Date.** The effective date of this First Amendment shall be the date of the later to execute this First Amendment by and between Plano and The Colony.

6.5 **Entire Agreement.** In the event of an inconsistency between this First Amendment and the terms of the Agreement, this First Amendment shall govern. The Agreement shall continue in full force and effect except as amended herein. This First Amendment and any exhibits which may be attached hereto, constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the Parties with respect to the subject matter hereof. No amendment, modification, cancellation or alteration of the terms of this First Amendment shall be binding on any party hereto unless the same is in writing, dated subsequent to the date hereof, and is duly authorized and executed by the Parties hereto.



**CITY OF THE COLONY, TEXAS**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Troy C. Powell  
City Manager  
Date Executed: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Christie Wilson, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeffrey L. Moore, City Attorney

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

§  
§  
§

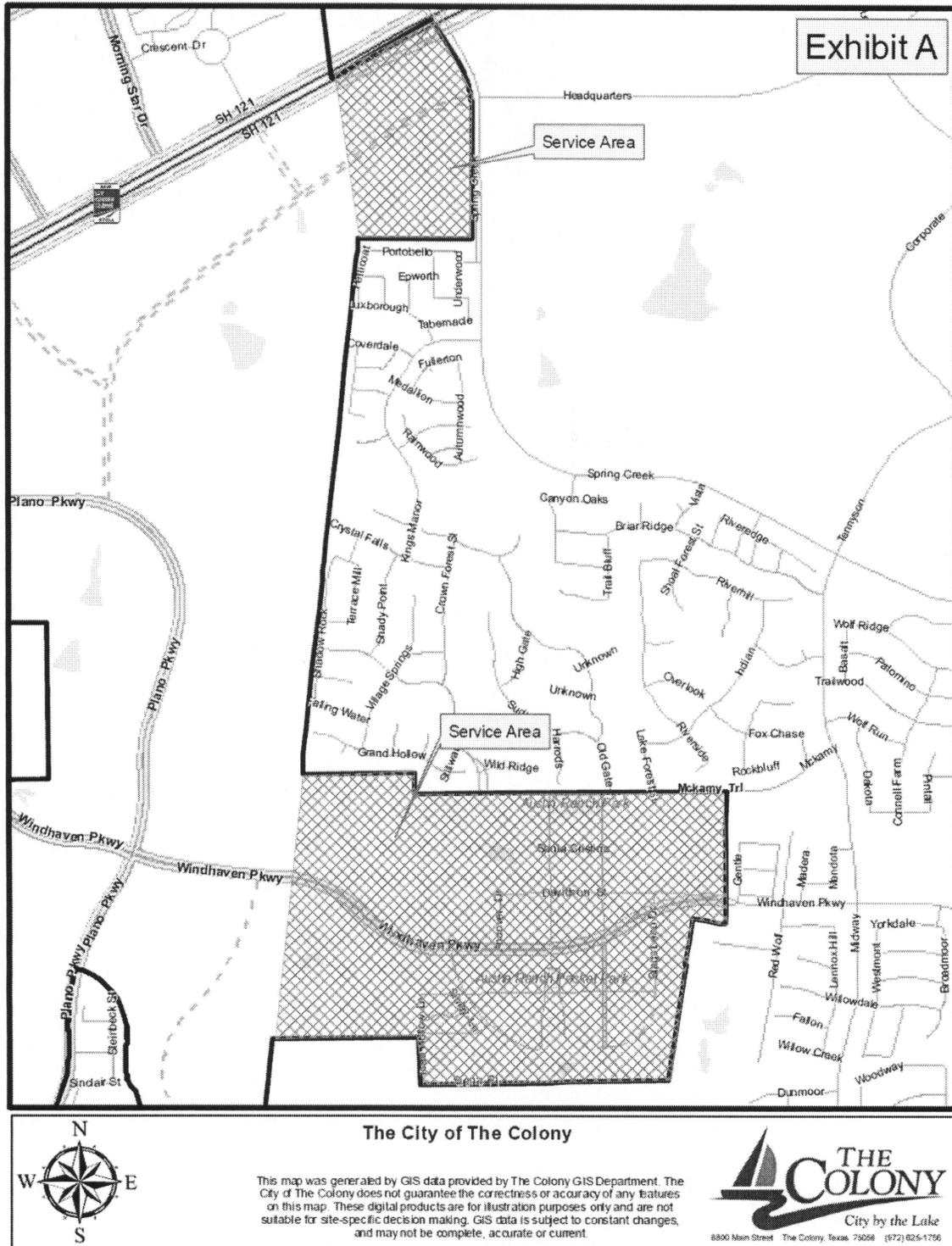
**COUNTY OF DENTON**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Troy C. Powell, City Manager of the City of The Colony, Texas, a Texas home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

Exhibit A

[Service Area]





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	11/14/11
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>	

**CAPTION**

A Resolution pursuant to Chapter 15, Parks and Recreation, Article IV, User Fees, of Section 15-81, Establishment of Fee, of the City Code of Ordinances of the City Council of the City of Plano, Texas authorizing the establishment of a Monthly Recreation Membership fee and new family rates; and providing an effective date.

**FINANCIAL SUMMARY**

NOT APPLICABLE       OPERATING EXPENSE       REVENUE       CIP

FISCAL YEAR: <b>2011-12</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,280,276	0	<b>2,280,276</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	55,000	0	<b>55,000</b>
<b>BALANCE</b>	0	2,335,276	0	<b>2,335,276</b>

**FUND(S):      GENERAL FUND**

**COMMENTS:** Approval of this agenda item will expand membership options to Plano Recreation Centers for both residents and non-residents by offering monthly memberships and adding a specific rate for families. Recreation staff estimate that the net effect of these additional membership offerings will be an additional \$55,000 annually in revenues to the General Fund.

**STRATEGIC PLAN GOAL:** Expanding membership options for residents at Plano Recreation Centers relates to Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.

**SUMMARY OF ITEM**

Establish a Monthly Recreation Membership plan and a family rate with a January 1, 2012 effective date. Features of the monthly plan are:

- Credit/debit card automatic charge
- No sign-up fee; no termination fee
- Cancel anytime

The Annual Recreation Membership would remain in place with the 3 Month Membership and payment plans suspended. Family is defined as parent/guardian and legal dependents that live in the same household.



## CITY OF PLANO COUNCIL AGENDA ITEM

### Proposed Monthly Recreation Membership Rate

	<i>Plano Residents</i>	<i>Non-Residents</i>
Youth (ages 3-15)	\$11	\$21
Adult (ages 16-59)	\$19	\$29
Senior (ages 60+)	\$15	\$25
Work in Plano		\$22
Family*	\$49	\$79
Family* Annual	\$339	\$679

#### List of Supporting Documents:

Memo dated 11/1/11 from Recreation Services Manager to the Director of Parks and Recreation

#### Other Departments, Boards, Commissions or Agencies

The Parks and Recreation Planning Board reviewed the proposed with no objections at their 8/1/11 meeting.

## New Monthly Recreation Membership and a Family Rate Plan

# Memo

To: Amy Fortenberry, Director of Parks and Recreation  
From: Colette Hall, Recreation Services Manager  
Date: 11/1/11  
Re: Introduction of a Recreation Monthly Membership and a new Family Rate

---

### **MONTHLY RECREATION MEMBERSHIP**

A Recreation Division task force examined new ways to attract and retain members. Findings point to a month-to-month membership plan with individual and family rates. Currently we only offer an individual annual membership plan and a three month plan. The current plans lack the flexibility and freedom as desired by our patrons.

This would begin in January 2012 and the Monthly Recreation Membership would have the following features:

- Credit/debit card automatic charge
- No sign-up fee; no termination fee
- Cancel anytime

The Annual Recreation Membership would remain in place with the 3 Month Membership and payment plans suspended.

### **Proposed Monthly Recreation Membership Rate**

	<i>Plano Residents</i>	<i>Non-Residents</i>
Youth (ages 3-15)	<b>\$11</b>	<b>\$21</b>
Adult (ages 16-59)	<b>\$19</b>	<b>\$29</b>
Senior (ages 60+)	<b>\$15</b>	<b>\$25</b>
Work in Plano		<b>\$22</b>
<b>Family*</b>	<b>\$49</b>	<b>\$79</b>
<b>Family* Annual</b>	<b>\$339</b>	<b>\$679</b>

\*Family is defined as parent/guardian and legal dependents that live in the same household.

*Please see next page for comparables.*

**OTHER CITIES WITH COMPARABLE FACILITIES**

Plano: pop. 288, 807, age 36.85, income \$92,742

MONTHLY FEE				ANNUAL PASS			
(Proposed Monthly Plano Rate)				(Current Annual Rate and proposed Family Rate in bold)			
City of Coppell		Resident	Non Resident	Resident	Non Resident	Resident	Non Resident
pop. 38,659	Youth	(\$11) \$20.83	(\$21) \$41.67	(\$80) \$250	(\$160) \$500		
age. 33.7	Adult	(\$19) \$20.83	(\$29) \$41.67	(\$130) \$250	(\$260) \$500		
income. \$113,122	Senior	(\$15) \$12.50	(\$25) \$25.00	(\$100) \$150	(\$200) \$300		
	Family	(\$49) \$41.67	(\$79) \$83.33	(\$339) \$500	(\$679) \$1000		
City of Frisco		Resident	Non Resident	Resident	Non Resident	Resident	Non Resident
pop. 225,971	Youth	(\$11) \$23	(\$21) \$35	(\$80) \$230	(\$160) \$350		
age. 33.83	Adult	(\$19) \$35	(\$29) \$53	(\$130) \$350	(\$260) \$530		
income. \$86,577	Senior	(\$15) \$28	(\$25) \$42	(\$100) \$280	(\$200) \$420		
	Family	(\$49) \$60	(\$79) \$90	(\$339) \$600	(\$679) \$900		
City of Keller		Resident	Non Resident	Resident	Non Resident	Resident	Non Resident
pop. 40,604	Youth	(\$11) \$21	(\$21) \$23	(\$80) \$209	(\$160) \$230		
age. 35.59	Adult	(\$19) \$36	(\$29) \$45	(\$130) \$354	(\$260) \$450		
income. \$100,137	Senior	(\$15) \$25	(\$25) \$31	(\$100) \$244	(\$200) \$310		
	Family	(\$49) \$56	(\$79) \$71	(\$339) \$557	(\$679) \$710		
City of Wylie (no pool)		Resident	Non Resident	Resident	Non Resident	Resident	Non Resident
pop. 40,709	Youth	(\$11) \$25	(\$21) \$30	(\$80) \$105	(\$160) \$175		
age. 30.7	Adult	(\$19) \$30	(\$29) \$40	(\$130) \$175	(\$260) \$225		
income. \$58,393	Senior	(\$15) \$25	(\$25) \$30	(\$100) \$105	(\$200) \$175		
	Family	(\$49)	(\$79)	(\$339) \$325	(\$679) \$405		

**Definition of Family:**

*Coppell* - anyone who lives in the same household and may be claimed as a dependent.

*Frisco* - all those members living at the same address (must be able to show proof).

*Keller* - anyone who lives in the same household and may be claimed as a dependent.

*Wylie* - up to 4 household family members

**PRIVATE FACILITY COMPARISONS**

Information collected as of November 2011 for adult memberships:

**24 Hour** is \$31.99 per month, due at signing \$97.17

**Just Fitness** (no pool) – \$20 per month, \$49 annual fee

**LA Fitness** – \$9.95 per week (\$39.80 month), first and last week due at the time of purchase

**A Resolution pursuant to Chapter 15, Parks and Recreation, Article IV, User Fees, of Section 15-81, Establishment of Fee, of the City Code of Ordinances of the City Council of the City of Plano, Texas authorizing the establishment of a Monthly Recreation Membership fee and new family rates; and providing an effective date.**

**WHEREAS**, the City Council recognizes the importance of providing effective and efficient Parks and Recreation services and programs; and

**WHEREAS**, the City Council recognizes an important interest in establishing a Monthly Recreation Membership and new family rates as a response to citizen demand and to increase revenue to cover the expenses and costs associated with operating the facility.

**WHEREAS**, after review and consideration of the proposed Monthly Recreation Membership and new family rates, the City Council finds that its adoption is necessary to preserve the current level of services offered by the Parks and Recreation Department, while increasing revenues and decreasing the tax subsidy for operation;

**NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF PLANO, TEXAS RESOLVES THAT:**

**Section I.** The City Council, finding the proposed monthly Recreation Membership and new family rates acceptable and in the best interest of the City of Plano and its citizens, hereby approves establishment of the Monthly Recreation Membership and suspends the Three (3) Month Recreation Membership and current payment plans. The Monthly Recreation Membership rates shall be established as follows with (R) indicating fees for residents and (NR) indicating fees for non residents:

\$11 (R) and \$21 (NR) for Youth	\$19 (R) and \$29 (NR) for Adults
\$15 (R) and \$25 (NR) for Seniors	\$22 Work in Plano
\$49 (R) and \$79 (NR) for Families	

The new annual family rate will be \$339 for residents and \$679 for non residents.

**Section II.** The City Council further repeals all prior Resolutions in conflict with the provisions of this Resolution.

**Section III.** This Resolution becomes effective January 1, 2012.

**DULY PASSED AND APPROVED** this 14<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/11		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): <b>Nicole Griffin ext 7204</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an annual supply contract, one (1) year with three (3) City optional renewals, by and between the City of Plano and Interspec, LLC, the sole source provider of irrigation centralized control system; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	441,949	868,051	400,000	<b>1,710,000</b>
Encumbered/Expended Amount	-441,949	-1,575	0	<b>-443,524</b>
This Item	0	-150,000	0	<b>-150,000</b>
<b>BALANCE</b>	<b>0</b>	<b>716,476</b>	<b>400,000</b>	<b>1,116,476</b>
<b>FUND(s):    CAPITAL RESERVE CIP</b>				
<b>COMMENTS:</b> Funds are included in the 2011-12 Capital Reserve CIP. This item, in the amount of \$150,000, will leave a current year balance of \$716,476 for Park Irrigation Renovations.				
<b>STRATEGIC PLAN GOAL:</b> Park irrigation renovations relate to the City's Goal of Great Neighborhoods - 1st Choice to Live.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the approval and award of the "MIR Centralized Irrigation Control Annual Supply Contract" in an annual amount not to exceed \$150,000 to Interspec, LLC. This annual contract, one (1) year with three (3) City optional renewals, is for the supply of goods and services to be used by PARD in support of the Motorola Mottech Irrigation Centralized Control system (ICC). Interspec, LLC is the sole source vendor for this contract.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo, Resolution				

# MEMO

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To: Purchasing Department  
Through: Amy Fortenberry, Director of Parks and Recreation  
From: Douglas Green, Park Operations Superintendent  
Date: 11/7/2011

**Re: Award Recommendation – Central Irrigation Control Annual Supply Contract**

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It is the recommendation of the Plano Parks and Recreation Department (PARD) to award the “MIR Centralized Irrigation Control Annual Supply Contract” to Interspect L.L.C. Interspect L.L.C. has been the *Sole Source* vendor for this service for over 15 years. Interspect L.L.C. meets all criteria for this determination and appears both responsive and responsible in meeting the supply demands of this agreement. Interspect L.L.C. has submitted a *Sole Source* letter verifying their qualifications as such to successfully serve as the vendor for this contract.

This annual contract is for the supply of goods and services to be used by PARD in support of the Motorola Mottech Irrigation Centralized Control system (ICC). The expected expenditure for this contract is not to exceed \$150,000.00 annually.

**Purpose** - This contract will be used to supply specialized goods and services for support of the PARD ICC system. The ICC is a computerized control system used to efficiently operate, control and program over 500 irrigation systems for over 1,200 acres of irrigated turf citywide. This includes neighborhood parks, athletic complexes, special event areas, public buildings along with irrigation to over 7,000 median trees. This contract will be used to procure replacement controllers, controller parts, upgrade technology along with vendor services so as to keep the ICC system in service and operational.

**Non-Approval Implication** - This annual contract is necessary for support of the PARD ICC system. The ICC is essential to irrigation water conservation and water management for the purpose of protecting City maintained assets as well as maintaining safe and usable sites for park users and the citizens of Plano. An irrigation system having over 500 controllers distributed citywide can only be operated and managed using a central control system. Because of the complexity and exclusive nature of the technology in use by the department, this system can only be supported by Interspect LLC and therefore must be approved as a *Sole Source*. No open source is available to support a system of this type and size.

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an annual supply contract, one (1) year with three (3) City optional renewals, by and between the City of Plano and Interspec, LLC, the sole source provider of irrigation centralized control system; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the Parks Department of the City of Plano utilizes the Irrigation Centralized Control System designed by Interspec, LLC a Motorola Irrigation Value Added Reseller; and

**WHEREAS**, Interspec, LLC is the sole source provider of specialized components and products for the Irrigation Centralized Control System utilized at various Parks facilities; and

**WHEREAS**, the City Council has been presented a proposed Annual Supply Contract between the City of Plano and Interspec, LLC for Irrigation Centralized Control System, which is on file and can be viewed at the City of Plano's Purchasing Division of the Finance Department (hereinafter called "Agreement"); and

**WHEREAS**, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the Agreement 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 City Council hereby finds and determines that Interspec, LLC is the sole source provider of the specialized components for the Irrigation Centralized Control System and, thus, the purchase of such Irrigation Centralized Control System is exempt from competitive bid as provided for in *V.T.C.A., Local Government Code, Section 252.022(a)(7)*.

**Section II.** 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 III.** The City Manager, or his/her 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 IV.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this 14th day of November, 2011.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	11-14-2011
Department:	Purchasing
Department Head	Diane Palmer
Agenda Coordinator (include phone #): <b>Nancy Corwin X7137</b>	

**CAPTION**

**A Resolution of the City Council of the City of Plano, Texas, ratifying the additional expenditure of \$467,121 for years 2009, 2010 and 2011 for temporary labor services of waste collection; modifying the current estimated annual contract amount to increase to \$578,000; authorizing the execution of any and all documents in connection therewith by the City Manager or his authorized designee; and providing an effective date.**

**FINANCIAL SUMMARY**

NOT APPLICABLE       OPERATING EXPENSE       REVENUE       CIP

FISCAL YEAR: <b>2011-12</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	535,809	0	535,809
Encumbered/Expended Amount	0	-500,334	0	-500,334
This Item	0	0	0	0
<b>BALANCE</b>	0	35,475	0	<b>35,475</b>

**FUND(S):**      SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND

COMMENTS: This item has no budgetary impact as it strictly concerns the modification of previously approved contracts to reflect the actual and anticipated useage of temporary workers in Plano's Compost Operations, Environmental Waste Collections & Special Waste Collection services. Even though the current contract will be modified to allow for \$578,000 in expenditures, the current budget will remain unchanged for temporary workers at \$535,809. This is because the budget amount reflects anticipated workloads, while the higher contract amount allows for additional expenditures on temporary workers should storms or other unanticipated events increase the workload in Sustainability & Environmental Services operations. The remaining balance of \$35,475 will be encumbered and used for contractual services as needed by Compost Operations.

STRATEGIC PLAN GOAL: Using temporary labor to respond to emergencies and address irregular workforce needs relates to the City's goal of a Financially Strong City with Service Excellence.

**SUMMARY OF ITEM**

Ratifying expenses during FY 2009/10, 2010/11, 2011/12 in the additional amount of \$467,121 for the purchase of Temporary Labor Services Waste Collection for Environmental Waste Collections & Special Waste Collections Services performed by three contractors; Labor Ready, Lonestar Staffing and CTJ Maintenance. Modifying the current estimated annual contract amount to increase to \$578,000. (2009-38-C)

List of Supporting Documents: Memorandum, Resolution	Other Departments, Boards, Commissions or Agencies
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**Date:** October 10, 2011  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** Nancy Nevil, Director of Sustainability & Environmental Services  
**Subject:** Request for Ratification of Expenditure: Temporary Labor

The Sustainability & Environmental Services Department has reviewed our temporary labor expenditures over the last year to identify why we have exceeded the annual contracted amount of \$340,199 approved in March of 2009. We have discovered an administrative error in the original financial worksheet. The correct amount should have been \$471,220. Over the past three years, the department continued to budget labor expenses based on usage since we did not realize there was an error in the original contract amount.

The following table reflects the actual expenditures and the amount exceeding the actual (although inaccurate) contract amount.

Contract Period	Expenditure	Overage
09/10	\$540,584	\$200,385
10/11	\$586,942	\$246,743

If the correct contract amount had been entered, the overage would have been \$69,364 in the first year and \$115,722 in the second year. The budget overages were due to (1) storm events and (2) longer growing season, which required two temporary workers on the trucks beyond September.

Year to date expenditures (March 24, 2011 through October 2011) total \$360,192.

After careful review, we have determined the original March 2009 temporary labor contract should be modified to an estimated \$578,000, which reflects historical usage.

**A Resolution of the City Council of the City of Plano, Texas, ratifying the additional expenditure of \$467,121 for years 2009, 2010 and 2011 for temporary labor services of waste collection; modifying the current estimated annual contract amount to increase to \$578,000; authorizing the execution of any and all documents in connection therewith by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the Sustainability & Environmental Waste Services Department of the City of Plano entered into a fixed price contract with three vendors to provide temporary labor services for waste collection in an annual estimated amount of \$340,199; and

**WHEREAS**, the estimated annual expenditure was exceeded from March 24, 2009-March 23, 2010 by \$200,385; and

**WHEREAS**, the estimated annual expenditure was exceeded from March 24, 2010-March 23, 2011 by \$246,743; and

**WHEREAS**, the current estimated annual expenditure has been exceeded from March 24, 2011-October, 2011 by \$19,993; and

**WHEREAS**, the City staff recommends increasing the current contract amount to \$578,000 annually to provide for the increase in labor cost; and

**WHEREAS**, upon full review and consideration of all matters attendant and related hereto the City Council is of the opinion that the annual expenditure for temporary labor services of waste collection should be ratified, the total estimated expenditure amount should be modified, and the City Manager or his authorized designee should be authorized to execute any and all documents on behalf of the City of Plano for this purpose.

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

**Section I.** The City Council hereby ratifies the additional expenditure of \$467,121 for temporary labor services for waste collection and finds that it is in the best interest of the health and welfare of the citizens of Plano.

**Section II.** The City Council hereby modifies the current contract for temporary labor services of waste collection to increase the estimated amount to \$578,000.00 annually.

**Section III.** The City Manager, or his designee, is authorized to execute any and all other documents in connection therewith to ratify the additional expenditures of \$467,121 and modify the current contract for temporary labor services for waste collection to an estimated annual amount of **FIVE HUNDRED SEVENTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$578,000.00).**

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

**DULY PASSED AND APPROVED THIS THE \_14th\_ DAY OF NOVEMBER 2011.**

\_\_\_\_\_  
Phil Dyer, Mayor

ATTEST:

\_\_\_\_\_  
Diane Zucco, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, City Attorney



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		11/14/2011			
Department:		Community Services			
Department Head		LaShon Ross			
Agenda Coordinator (include phone #): <b>Sherry Jackson (Ext. 7122)</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, authorizing a City representative to take action as necessary for activities associated with the Cooperative Personnel Services Joint Exercise of Power Agreement, and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2011-2012</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
<b>FUND(s):    N/A</b>					
<b>COMMENTS:</b> This item has no fiscal impact.					
STRATEGIC PLAN GOAL: Designating a representative to vote on amendments to the Cooperative Services Joint Exercise of Power Agreement relates to the City's Goal of a Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
The City of Plano designating a representative to represent the City in matters related to the Joint Exercise of Powers Agreement.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
RESOLUTION					

**A Resolution of the City Council of the City of Plano, Texas, authorizing a City representative to take action as necessary for activities associated with the Cooperative Personnel Services Joint Exercise of Power Agreement, and providing an effective date.**

**WHEREAS**, the City of Plano entered into the Cooperative Personnel Services (“CPS”) Joint Exercise of Powers Agreement dated March 1985, as amended (“JPA”), to create a joint powers authority to assist each party to the JPA in their efforts to provide human resource and related management services; and

**WHEREAS**, Section 16 of the JPA provides that the JPA may be amended only by the concurrence of all parties to the JPA and that a participating entity may designate a representative to take action as necessary on behalf of the member agency.

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

**Section I.** The City Council of the City of Plano hereby authorizes and directs its appointed representative to the CPS Board of Directors to review, approve, and execute amendments to the JPA as necessary on the City’s behalf.

**Section II.** This Resolution shall become effective from and after its passage.

**DULY PASSED AND APPROVED** this the 14th day of November, 2011.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/11		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Katherine Crumbley x-7479</b>				
<b>CAPTION</b>				
<b>A Resolution of the City Council of the City of Plano, Texas, adopting the Tax Abatement Policy of the City of Plano thereby establishing criteria for evaluating incentive applications; establishing procedural guidelines and criteria governing tax abatement agreements; and providing an effective date.</b>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-2012</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
<b>FUND(s):</b>				
<b>COMMENTS:</b> Strategic Plan Goal: Providing Economic Development Incentives relates to the City's goal of Strong Local Economy.				
<b>SUMMARY OF ITEM</b>				
This is to approve the Policy Statement for Tax Abatement which must be approved every two years in accordance with City of Plano policy.				
List of Supporting Documents: Policy Statement for Tax Abatement			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City Council of the City of Plano, Texas, adopting the Tax Abatement Policy of the City of Plano thereby establishing criteria for evaluating incentive applications; establishing procedural guidelines and criteria governing tax abatement agreements; and providing an effective date.**

**WHEREAS**, tax abatement guidelines and criteria are effective for two (2) years from date of adoption; and

**WHEREAS**, the existing tax abatement guidelines and criteria were adopted on September 28, 2009; and

**WHEREAS**, the City Council wishes to adopt a Policy Statement for Tax Abatement for the City of Plano that is applicable for all tax abatement applications filed after the date of this Resolution, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Policy"); and

**WHEREAS**, upon full review and consideration of the Policy and all matters attendant and related thereto, the City Council is of the opinion that the Policy should be approved.

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

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

**Section II.** The City of Plano elects to be eligible to participate in tax abatement agreements.

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

**DULY PASSED AND APPROVED** this the 14<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

## CITY OF PLANO, TEXAS

### POLICY STATEMENT FOR TAX ABATEMENT

#### **I. General Purpose and Objectives**

The City of Plano is committed to the promotion and retention of high quality development in all parts of the City and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the City of Plano will, on a case-by-case basis, give consideration to providing tax abatement as stimulation for economic development in Plano. The City of Plano will consider providing incentives in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that the City of Plano is under any obligation to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis.

#### **II. Criteria**

All tax abatements provided by the City of Plano must have as their underlying goal to further economic development in Plano. The goals to be achieved by the granting of the tax abatement should be measurable and be binding upon the recipient of the tax abatement as set forth in an agreement between the City and recipient.

Any person, organization or corporation seeking a tax abatement to foster location, modernization of existing facilities, improvement or expansion of operations within the city limits of Plano, must comply with the following procedures. Nothing within these procedures shall imply or suggest that Plano is under any obligation to provide any incentive to an applicant.

#### **III. Value of Tax Abatements**

Following an assessment of the narrative response, the City Manager shall determine whether it is in the best interests of the City to recommend that a tax abatement be offered to the applicant. Additional consideration beyond the criteria will include such items as the degree to which the project/applicant furthers the goals and objectives of the community or meets or compliments a special need identified by the community.

Tax Abatement shall be offered in two categories: 1) Real Property and/or 2) Business Personal Property. Real property abatements will be offered to applicants that pursue the construction of new or expanded facilities in which to house the applicable project or the modernization of existing facilities. The abatement will apply to the assessed value of improvements made. Business Personal Property abatements will be offered to applicants that pursue the purchase or long-term lease of existing facilities. The abatement will apply to the assessed value of new personal property brought into the taxing jurisdiction. Assessed value as used in this Policy Statement shall mean the taxable value of real property improvements and business personal property as determined by the county appraisal district in which the property is located.

Once a determination has been made that a tax abatement should be offered, the percentage of abatement and term of the abatement will be determined based upon information provided in the narrative response.

#### **IV. Application**

- A. Applicant shall complete the attached "Application for Tax Abatement."
- B. Applicant shall prepare a plat showing the precise location of the property to which the tax abatement applies, all roadways within 500 feet of the site, and all existing land uses and zoning within 500 feet of the site, and the address of the property. Fourteen (14) days prior to the public hearing, the applicant must provide a metes and bounds property description and a general address of the property.
- C. Applicant shall complete all forms and information detailed in items A through B above and submit them to the Director of Finance, City of Plano, P. O. Box 860358, Plano, Texas 75086-0358 (email: [finadmin@plano.gov](mailto:finadmin@plano.gov)). Applicant shall also submit a copy of the application to the Executive Director of the Plano Economic Department, 5601 Granite Parkway, Suite 310, Plano, Texas 75024
- D. Any information provided by applicant on the Application Form may be subject to release to the public pursuant to the Texas Public Information Act. It is the responsibility of the applicant to clearly identify information it wishes to protect from release that is considered proprietary or confidential. The City will notify the applicant if a request is made for information indicated as

confidential by the applicant so that the applicant may assert to the Texas Attorney General its right to be withheld from release.

- E. Certain information provided to the City in connection with an application may be confidential and not subject to public disclosure until the incentive agreement is executed. The City of Plano, will respond to requests for disclosure as required by law and will assert exceptions on its behalf to disclosure as it deems relevant. The City will make reasonable attempts to notify the Applicant of the request so it may assert its own objections to the Attorney General.

V. **Application Review Steps**

- A. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.
- B. The City Manager may use city personnel and third parties to assist in the application review process.
- C. Upon review, the City Manager will determine whether he will recommend proposed tax abatement to the applicant subject to final Council approval. The proposed incentive by the City Manager is not binding upon the City Council to grant a tax abatement. It is a conditional offer subject to the City Council's approval.
- D. Upon receipt of the proposed offer to be recommended to the City Council, the applicant will have ninety (90) days to accept, decline or request an extension of the proposed offer. All responses and requests shall be made in writing to the City Finance Director. In certain circumstances, the City Manager may alter the time frame.
- E. Upon written acceptance by the applicant of the offer, the recommendation of the City Manager with all relevant materials will be forwarded to the City Council.
- F. The City Council of Plano may consider a resolution calling a public hearing to consider establishment of a tax reinvestment zone.

- G. The City Council of Plano may hold the public hearing and determine whether the project is “feasible and practical and would be of benefit to the land to be included in the zone and to the municipality after the expiration of the tax abatement agreement.”
- H. The City Council of Plano may consider adoption of an ordinance designating the area described in the legal description of the proposed project as a commercial/industrial tax abatement zone.
- I. The City Council may consider adoption of a resolution approving the terms and conditions of a contract between the City and the applicant governing the provision of the tax abatement.
- J. The governing body of Collin County may consider participation in the tax abatement agreement between the City of Plano and the applicant. Plano Independent School District and Collin County Community College are either prohibited by law or have elected not to participate in tax abatement agreements.
- K. If the tax abatement agreement is approved, the City of Plano will send copies of the agreement to the Office of the Governor Economic Development and Tourism, Office of the Comptroller, and to the State Property Tax Board each April.
- L. Property taxes are assessed on January 1 of each year. It is the obligation of the applicant to ensure that all final approvals for the tax abatement agreement have occurred by December 31<sup>st</sup> of the year prior to the year the improvements are assessed. No tax abatement can be given for improvements that are on the Tax Assessor’s Roll before the tax abatement is effective. The applicant should be aware that because of mandatory publication requirements, compliance with the governing body’s calendar, and other matters, the process for obtaining approval for a tax abatement with the City of Plano governing body may take as long six weeks as well as additional time to obtain the approval of other participating taxing entities. It is the applicant’s responsibility to ensure the follow up of these items and approvals.

## **VI. Tax Abatement Agreement Terms**

At a minimum, all tax abatements shall include the following provisions:

1. No Business Personalty shall be located from any other City of Plano created reinvestment zone;
2. A minimum number of full-time jobs must be created, transferred or retained on the Property at the time Real Property Improvements are completed and a designated number maintained on the Property for the life of the agreement;
3. Right of inspection to the premises must be provided to ensure compliance with the Agreement;
4. The right of recapture of previously abated taxes if Applicant fails to pay taxes for the assessed value for the Real Property and/or Business Personalty;
5. The value of all real property improvements and business personal property will be the assessed value as determined by the appropriate county appraisal district;
6. The term of a tax abatement agreement may not exceed 10 years as required by law; and
7. The right to terminate a tax abatement agreement in the event of a material breach of the agreement.

CITY OF PLANO, TEXAS

APPLICATION FOR TAX ABATEMENT

NOTE: PLEASE CLEARLY IDENTIFY ANY INFORMATION YOU DEEM TO BE CONFIDENTIAL OR PROPRIETARY. THE CITY WILL ATTEMPT TO PROTECT ANY INFORMATION MARKED CONFIDENTIAL OR PROPRIETARY AND WILL NOTIFY THE APPLICANT OF ANY REQUESTS FOR DISCLOSURE.

1. Applicant Company's Name:  
Company's Representative:  
Title:  
Mailing Address:  
Telephone Number:  
Email Address:  
Website Address:
  
2. Tenant's Representative:  
Company:  
Mailing Address:  
Telephone Number:  
Email Address:
  
3. Property Owner:  
Property Owner's Representative:  
Company:  
Mailing Address:  
Telephone Number:  
Email Address:
  
4. Property Address and/or location description:
  
5. Property Legal Description (attach metes and bounds):
  
6. Located within:  
City of Plano   
Plano Independent School District   
Lewisville Independent School District   
Frisco Independent School District   
Collin County   
Denton County

7. Company description and overview (including headquarters location, year founded, products and services, and annual revenue and growth).

8. Applicant business is:  
Public   
Private

9. State of Incorporation:

10. Is a recent annual audit available?  
If yes, please submit a copy with application.

11. Applicant company's four digit NAICS Industry Code: (if known)

12. Description of project:

13. Will any zoning changes be necessary to accommodate the project?  
If yes, please provide additional information:

14. Does the applicant company plan to utilize Plano-based companies in the design, construction and on-going operations of the facility?

15. Date projected for occupancy of project/initiation of operations:

16. Will applicant company occupy:  
Existing space:  
Space currently planned or under construction:  
Proposed new facility:

17. Acreage of proposed site:

18. Square footage of proposed occupied space:

19. Proposed type of occupancy:  
Owner Occupied   
Landlord/Tenant   
If leasing, what is length of lease?

20. Applicant business is: (Click on all that apply)  
**Existing** Plano company   
**New** company to Plano   
Expanding   
Relocating from another city in Texas

Relocation from out-of-state or country

21. If company is currently located in Plano, when does their current lease expire?

22. Type of tax abatement requested:

Real Property improvements

Business Personal Property improvements

23. Specify other economic assistance requested:

### **Employment Impact**

1. Number of Full Time Equivalents (FTE)\* employed by applicant company at occupancy and to be maintained throughout the term of the agreement (exclusive of contract employees):

\*FTE means one or more job positions located at the Property which individually or when combined total 2080 hours (inclusive of holidays, vacation and sick leave) annually.

2. Future FTE employment (if applicable):

Projected FTE employment (milestone) of \_\_\_\_\_ by \_\_\_\_\_ (indicate date)

Projected FTE employment (milestone) of \_\_\_\_\_ by \_\_\_\_\_ (indicate date)

3. Is this an existing business in Plano?

If yes, what is the FTE employment that will be retained in Plano by this project?

4. Does the applicant company anticipate hiring contract employees?

If yes, what is the number of FTE contract employees?

What is the median annual salary of the FTE contract employees?

5. If applicable, what is the number of FTE positions that will be relocated to Plano from applicant company's other locations?

Provide location(s) the positions are being relocated from:

6. Indicate the applicant company's FTE employment in each category (at occupancy):

Executive

Professional

Managerial

Technical

General Staff  
 Production Workers \_\_\_\_\_  
 Total

7. What will be the median annual salary of company's FTEs (at occupancy)?

8. Projected annual payroll at occupancy:

**Fiscal Impact**

	Initial Year	Year (If applicable)	Year (If applicable)
1. What is the estimated fair market value of the <b>Real Property</b> improvements (exclusive of land) that will be added to the tax base?			
2. What is the estimated fair market value of the <b>Business Personal Property</b> improvements that will be added to the tax base exclusive of inventory and exclusive of property currently located in Plano?			
<b>TOTAL IMPROVEMENTS</b>	\$	\$	\$

3. If applicable, what is the annual value of inventory eligible for Freeport Exemption?

4. If applicable, what is the annual value of sales that will be subject to sales tax collection by the City of Plano?

5. Will additional infrastructure investment be required from the City of Plano at the proposed site(s)?

If yes, detail required improvements including cost estimates.

**Community Impact**

1. Please summarize the overall economic impact on the City of Plano (sales, real property and business personal property improvements, employment, business sector, etc.).

2. Please estimate the annual number of room-nights\* in the City of Plano the applicant company anticipates generating.  
\*Room-nights are the number of hotel rooms booked x the number of nights, i.e. four rooms booked for five nights equals 20 room-nights.
3. Please describe the necessity in requesting property tax abatement. Describe the competitive, financial or other issues associated with this application.

## Certifications

### Certification of No Undocumented Workers

Chapter 2264 of the Texas Government Code requires that each business that submits an application to receive a public subsidy include in the application a statement certifying that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving a public subsidy, the business, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Section 2264.053, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development department notifies the business of the violation.

I hereby certify that \_\_\_\_\_ is in compliance with Chapter 2264 of the Texas Government Code.

Signature:  
Name:  
Title:  
Company:

I hereby certify that the information provided in this application is, to the best of my knowledge and belief, true and correct.

Date:

Signature:

Name:

Title:

Company:

Note:

Insertion of '/s/' above the name is acceptable evidence of an electronic signature by the person so signing.



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		November 14, 2011		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): <b>Tammy Stuckey, ext. 7156</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, vacating Ordinance No. 2011-10-9, thereby rescinding the amendment of Subsection 3.1605 (Downtown Sign District) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) granted therein, and adopting this ordinance to correct a clerical error, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Subsection 3.1605 (Downtown Sign District) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections, as heretofore amended, to allow for reader board/electronic message center signs; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
<p>The purpose of this ordinance is to correct a clerical error referencing an incorrect subsection number within the ordinance approved by City Council on October 10, 2011 (Zoning Case No. 2011-26).</p>				
List of Supporting Documents: Ordinance		Other Departments, Boards, Commissions or Agencies Planning & Zoning Commission		

## Zoning Case 2011-26

**An Ordinance of the City of Plano, vacating Ordinance No. 2011-10-9, thereby rescinding the amendment of Subsection 3.1605 (Downtown Sign District) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) granted therein, and adopting this ordinance to correct a clerical error, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Subsection 3.1605 (Downtown Sign District) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections, as heretofore amended, to allow for reader board/electronic message center signs; 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 10th day of October, 2011, for the purpose of amending Subsection 3.1605 (Downtown Sign District) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) to allow for reader board/electronic message center signs, 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 10th day of October, 2011; and

**WHEREAS**, on October 10, 2011, Ordinance No. 2011-10-9 was duly passed and approved by the City Council of the City of Plano, which ordinance, due to a clerical error, referenced an incorrect subsection number within the ordinance, and

**WHEREAS**, the City Council is of the opinion and finds that the clerical error may be corrected by vacating Ordinance No. 2011-10-9 and adopting this ordinance which correctly amends Subsection 3.1605 (Downtown Sign District) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance, which action will 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.** Due to a clerical error, Ordinance No. 2011-10-9, duly passed and approved by the City Council of the City of Plano, Texas, on October 10, 2011, is hereby vacated.

**Section II.** Subsection 3.1605 (Downtown Sign District) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to allow for reader board/electronic message center signs, such portion of subsection to read as follows:

Section 3.1600 (Sign Regulations)

Subsection 3.1605 (Downtown Sign District)

3. General Provisions

d. Sign Materials

Sign finish materials shall be one of the following:

- i. Metal, painted or enameled.
- ii. Cold cathode tube (neon).
- iii. Carved relief in stone or cast stone.
- iv. Wood or carved wood which is painted or sealed.
- v. The use of plastic on the exterior of a sign is prohibited, except on marquee and institution signs.

e. Lighting of Signs

- i. All electrical shall comply with the currently adopted version of the National Electrical Code.
- ii. Buildings and signs may be illuminated by remote light sources provided that these light sources are shielded to protect adjacent properties.

- iii. No illuminated sign may contain flashing or moving elements or change its brightness. (Exception: historic signs.)
- iv. No signs, except marquee and institution signs, may be illuminated by fluorescent or back lighting. Institution signs with a reader board/electronic message center shall be illuminated in accordance with 3.1603(7). (Exception: historic signs.)

## 5. Signs Allowed/Prohibited

### b. Prohibited Signs

The following signs are prohibited in the Downtown Sign District:

- i. Any sign not specifically permitted by this section is prohibited.
- ii. Any sign that flashes, blinks, revolves, or is put into motion by the atmosphere will not be permitted unless otherwise allowed in 3.1605.
- iii. Portable signs, except for a-frame or sandwich board signs, will not be permitted.

6. Table of Permitted Signs

Signs Permitted in Each Sub-Area of the Downtown Sign District		
Sign Type	Area A	Area B
A-frame/Sandwich Board Sign	X	X
Armature Sign		X
Awning Sign	X	X
Banner Sign	X	X
Directory Sign	X	X
Hanging Sign	X	X
Institution Sign		X
Marquee Sign	X	X
Pole Sign		X
Municipally-owned Sign	X	X
Mural Sign	X	X
Onsite Directional Sign	X	X
Projecting Sign	X	
Wall Sign - Attached	X	X
Window Sign	X	
(X = Permitted)		

7. Sign Standards

r. Institution Signs

Institution signs shall not exceed 32 square feet with a maximum height of six feet, and shall be monument-type signs. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and 30 feet from any adjoining property line. Institution signs are limited to one per street front along major streets only as defined by Subsection 2.821 (5)(a)(i).

**Section III.** It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

**Section VI.** Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

**PASSED AND APPROVED THIS THE 14TH DAY OF NOVEMBER, 2011.**

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		November 14, 2011		
Department:		Building Inspections		
Department Head		Selso Mata		
Agenda Coordinator (include phone #): <b>Diana Casady 5993</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas adding Sections 6-711 through 6-715, Article XXI Outdoor Toilet Facilities to Chapter 6 Buildings and Building Regulations of the Code of Ordinances of the City of Plano, Texas, to regulate portable toilet facilities in areas that lack permanently constructed toilet facilities where the area is zoned Commercial Amusement (Outdoor), Fair Grounds/Exhibition Area, or Private Recreation Facility or Area; and providing a penalty clause, a severability clause, a savings clause, a repealer clause, a publication clause and an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	0	0	0	<b>0</b>
<b>FUND(S):     N/A</b>				
<p><b>COMMENTS:</b> This item has no fiscal impact.  <b>STRATEGIC PLAN GOAL:</b> An Ordinance for the use of Portable Toilet facilities relates to the City's goal of a Safe Large City and Great Neighborhoods.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This Ordinance will provide needed regulations for portable outdoor toilet facilities for outdoor commercial amusement, fair grounds/ exhibition area or private recreation facility areas.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas adding Sections 6-711 through 6-715, Article XXI Outdoor Toilet Facilities to Chapter 6 Buildings and Building Regulations of the Code of Ordinances of the City of Plano, Texas, to regulate portable toilet facilities in areas that lack permanently constructed toilet facilities where the area is zoned Commercial Amusement (Outdoor), Fair Grounds/Exhibition Area, or Private Recreation Facility or Area; and providing a penalty clause, a severability clause, a savings clause, a repealer clause, a publication clause and an effective date.**

**WHEREAS**, the City of Plano currently does not have portable toilet regulations for properties that have intense athletic and recreation use and lack permanently constructed toilet facilities; and

**WHEREAS**, the health, safety and livability of the community could be better served by the implementation of regulations requiring portable toilets on properties classified by the City of Plano Zoning Ordinance as Commercial Amusement (Outdoor), Fair Grounds/Exhibition Area, or Private Recreation Facility or Area where these types of activities regularly occur and that lack permanently constructed toilet facilities; 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 addition of portable toilet regulations should be approved and adopted.

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

**Section I.** Sections 6-711 through 6-715, Article XXI Outdoor Toilet Facilities, Chapter 6 Buildings and Building Regulations of the City of Plano Code of Ordinances are hereby added to read as follows:

**“Article XXI Outdoor Toilet Facilities.**

**Sec. 6-711. – Definitions**

*Person* shall include any individual, firm, partnership, association, business, corporation, or other entity.

*Portable Toilet* means one or more commercially manufactured or assembled toilet facilities that are portable and are not designed or intended for connection to a sewer system with a standard connection. Portable toilets shall include, but not be limited to commercially manufactured pump out of portables, privy vaults, water flush toilets or chemical toilets that have a water tight, impervious pail or tank containing a chemical solution placed immediately beneath the seat or urinal and a pipe or conduit connecting the riser with the tank.

**Sec. 6-712. – Requirements for Portable Toilets**

(a) The use of portable toilets shall be required as follows:

- (1) On all properties zoned Commercial Amusement (Outdoor), Fairgrounds/Exhibition Area, or Private Recreation Facility or Area, as defined by the City of Plano Zoning Ordinance that lack permanently constructed toilet facilities, and subject to the minimum requirements in the table below.

<b>Number of Persons on Site</b>	<b>Minimum Number of Portable Toilets Required</b>
<b>25 - 100</b>	<b>1</b>
<b>101 - 250</b>	<b>2</b>
<b>251 - 500</b>	<b>3</b>
<b>501 - 1,000</b>	<b>6</b>
<b>1,001 - 2,000</b>	<b>9</b>
<b>2,001 - 3,000</b>	<b>14</b>
<b>3,001 - 4,000</b>	<b>20</b>
<b>4,001 - 5,000</b>	<b>25</b>
<b>5,001 - 10,000</b>	<b>31</b>
<b>10,001 - 15,000</b>	<b>63</b>
<b>15,001 - 20,000</b>	<b>94</b>
<b>20,001 - 25,000</b>	<b>125</b>
<b>25,001 - 30,000</b>	<b>160</b>
<b>30,001 - 35,000</b>	<b>192</b>

- (2) At construction project sites pursuant to Section 6-37 of the City Code of Ordinances.  
 (3) For itinerant vendors on private property pursuant to Section 11-156 of the City Code of Ordinances.  
 (4) For special events pursuant to Section 11-314 of the City Code of Ordinances.

Sec. 6-713. – Maintenance and Operation

- (a) The following maintenance requirements shall apply to all uses of portable toilets:
- (1) Portable toilets must be maintained in a clean and sanitary manner at all times to prevent trash, vermin, or the production of noxious or offensive odors, and must be on a regular maintenance schedule. If the holding tank becomes full, the portable toilet must be immediately serviced.
  - (2) Portable toilets must be structurally sound, safe, and in good working condition at all times.

- (3) Portable toilets shall not obstruct public property or access to public property.
- (4) Contents of portable toilets shall not be discharged into storm sewers, placed, spilt, or deposited onto the surface of the ground, or allowed to flow, seep, or drain into any adjacent waters.

#### 6-714. – Prohibited Uses

(a) The following uses of portable toilets are prohibited:

- (1) The use of portable toilets for the purpose of providing sewer service to a site or facility when service has been discontinued due to delinquency of the utility account is prohibited.
- (2) The use of portable toilets in lieu of connecting a permanently constructed toilet facility to the city's sanitary sewer system is prohibited.
- (3) The use of any portable toilet that is not commercially manufactured is prohibited.
- (4) Installing or maintaining a portable toilet is prohibited unless otherwise authorized by federal, state, or local law, or except as provided herein.

#### 6-715. – Enforcement

(a) A person, owner, lessee, tenant, agent, or person responsible for any property subject hereto that knowingly violates any of the provisions or terms of this article shall be guilty of a misdemeanor and, upon conviction, punished as provided in subsection 1-4(a) of the Code of Ordinances of the City of Plano for each offense. Each and every day any such violation shall continue constitutes a separate offense.

(b) The following uses are exceptions to this Article:

- (1) Use by governmental agencies for public benefit on public rights-of-way, parks, and public recreation areas.
- (2) Use for emergency operations by police departments, fire departments, or other municipal, state, or federal government authorities.”

**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.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

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

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

**Section VI.** This Ordinance shall become effective immediately upon its passage and publication as provided by law.

**DULY PASSED AND APPROVED THIS THE 14th day of November, 2011.**

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, City Attorney



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11.14.11		
Department:		Sustainability & Environmental Services		
Department Head		Nancy Nevil		
Agenda Coordinator (include phone #): <b>Rita Keys x4393</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas, repealing Ordinance No 2010-7-9 codified as Section 18-25, Article I of Chapter 18, Solid Waste of the City of Plano Code of Ordinances; amending Article II, Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano to add Section 18-36 Downtown Collection Accommodation and Rates for the collection of solid waste for the downtown merchants; and providing a repealer clause, a savings clause, a severability clause, and an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	15,200	0	<b>15,200</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	11,708	0	<b>11,708</b>
BALANCE	0	26,908	0	<b>26,908</b>
<b>FUND(S):     SUSTAINABILITY &amp; ENVIRONMENTAL SERVICES FUND</b>				
<p><b>COMMENTS:</b> This agenda item revises solid waste collection rates and charges for downtown merchants due to increased operational costs and the provision of additional services by Sustainability &amp; Environment Services. The additional revenue generated by these new rates and charges, estimated to be \$11,708, will be used to cover the increased collection and disposal costs and accommodate additional use.</p> <p><b>STRATEGIC PLAN GOAL:</b> Facilitating the disposal of waste from downtown Plano relates to the city's goal of Exciting Urban Centers - Destination for Residents and Guests.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This item will modify monthly rates for restaurants with less than 1,000 square feet to \$0.06 per square foot; restaurants with 1,000 square feet or more to \$0.094 per square foot; businesses designated as retail or office with less than 1,000 square feet to \$14.25 per month; businesses designated as retail or office with 1,000 square feet or more to \$41.60 per month; and businesses designated as retail or office with more than 11,000 square feet to \$255.00 per month. Merchants who fail to place discarded items in the solid waste containers may be charged a clean up fee of \$50 per incident. Power washing will be conducted twice per year. Merchants could be charged for additional power washing if deemed necessary.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Downtown Waste Services Rate Spreadsheet				
Memorandum				



## Memorandum

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**Date:** November 14, 2011

**To:** Bruce Glasscock, City Manager

**From:** Nancy Nevil, Director of Sustainability & Environmental Services

**Re:** Ordinance Revision to Downtown Solid Waste Collection Rates

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On February 1, 2010, downtown merchants began utilizing a new solid waste enclosure per City Ordinance 2008-9-35. The ordinance established a rate plan for tenants based upon business type and square footage.

Since the inception of the program, the number of restaurants and overall use of the trash compactor has increased significantly, which has resulted in higher collection and maintenance costs. It is necessary to increase rates to cover collection costs paid to Allied Waste for this service. In addition, power washing and occasional clean-ups are necessary to keep the area in compliance with City standards. The amended rates cover two power washes per year.

Additional language has been added to the ordinance that:

- (1) provides an opportunity for the City to schedule additional power washes as necessary and bill the responsible business(es);
- (2) provides the City with the ability to charge a \$50 clean-up fee to merchants that fail to properly place discarded items in the container; and
- (3) provides an appeal process

As you can see from the attached spreadsheet, the only significant increases are for larger restaurants (over 1,000 square feet). On average, restaurants in Plano pay just over 10¢ per square foot for solid waste services. For restaurants using a compactor system similar to the downtown restaurants, the average price per square foot is 13.3¢. Compactor systems are more expensive to operate, but they allow for more service without sacrificing space.

Please let me know if you have any questions regarding this recommendation.

cc: Frank Turner, Deputy City Manager  
Robert Smouse, Sustainability & Environmental Services Manager  
Christopher Day, Commercial Recycling Supervisor

Downtown Waste Services					Downtown Waste Services						
Location		2010 - 2011 (Current)			Location		2011 - 2012 (Proposed)				
Address	Business Name	Sq Ft	Use	Charges	Address	Business Name	Sq Ft	Use	Rate	Charges	Increases
1004 E. 15th	Fillmore	3600	R -.065	\$234	1004 E. 15th	Fillmore	3600	R > 1000	0.094	\$338.40	\$104.40
1006 E. 15th	Urban Crust	3600	R -.065	\$234	1006 E. 15th	Urban Crust	3600	R >1000	0.094	\$338.40	\$104.40
1008 E. 15th	Lafoofaraw	2400	B > 1000	\$36.60	1008 E. 15th	Lafoofaraw	2400	B > 1000	Flat	\$41.60	\$5.00
1010 E. 15th	Daisy's (Oct)	2270	R -.065	\$147.55	1010 E. 15th	Daisy's	2270	R > 1000	0.094	\$213.38	\$65.83
1012 E. 15th	Natures Finest	2537	B > 1000	\$36.60	1012 E. 15th	Natures Finest	2537	B > 1000	Flat	\$41.60	\$5.00
1016 E. 15th	Toast of Texas	1144	B > 1000	\$36.60	1016 E. 15th	Toast of Texas	1144	B > 1000	Flat	\$41.60	\$5.00
1018 E. 15th	Southern Vintage	948	B < 1000	\$11.25	1018 E. 15th	Southern Vintage	948	B < 1000	Flat	\$14.25	\$3.00
1020 E. 15th	Pink Cadillac	793	B < 1000	\$11.25	1020 E. 15th	Pink Cadillac	793	B < 1000	Flat	\$14.25	\$3.00
1022 E. 15th	Zanata	1749	R -.065	\$105	1022 E. 15th	Zanata	1749	R > 1000	0.094	\$164.41	\$59.47
1024 E. 15th	PHD	2016	B > 1000	\$36.60	1024 E. 15th	PHD	2016	B > 1000	Flat	\$41.60	\$5.00
1030 E. 15th	Restaurant (Oct)	2500	R -.065	\$162.50	1030 E. 15th	Restaurant	2500	R > 1000	0.094	\$235.00	\$72.50
1030 E. 15th	Sutton Place	2200	B > 1000	\$36.60	1030 E. 15th	Sutton Place	2200	B > 1000	Flat	\$41.60	\$5.00
1423 K Ave.	Mane Design	250	B < 1000	\$11.25	1423 K Ave.	Mane Design	250	B < 1000	Flat	\$14.25	\$3.00
1416 J Place	Fairway Group	1300	B > 1000	\$36.60	1416 J Place	Fairway Group	1300	B > 1000	Flat	\$41.60	\$5.00
1414 J Place	Masonic Lodge	3266	B > 1000	\$36.60	1414 J Place	Masonic Lodge	3266	B > 1000	Flat	\$41.60	\$5.00
1410 J Place	Broadhead Realty	1903	B > 1000	\$36.60	1410 J Place	Broadhead Realty	1903	B > 1000	Flat	\$41.60	\$5.00
1408 J Place	Nanny Grannies	3000	B > 1000	\$36.60	1408 J Place	Nanny Grannies	3000	B > 1000	Flat	\$41.60	\$5.00
1001 E. 14th	Empty (permanent)	3095	B > 1000		1001 E. 14th	Empty (permanent)	3095	B > 1000			\$0.00
1400 J Place	Cobwebs	4200	B > 1000	\$36.60	1400 J Place	Cobwebs	4200	B > 1000	Flat	\$41.60	\$5.00
1400 J Place	Nee Nees	468	R -.04	\$19.00	1400 J Place	Nee Nees	468	R < 1000	0.06	\$28.08	\$9.08
1409 K Ave.	MCS	15020	B > 11000	\$225	1409 K Ave.	MCS	15020	B > 11000	Flat	\$255.00	\$30.00
1032 E. 15th	Posh Nosh Market (Oct)	1650	R -.065	\$107.25	1032 E. 15th	Posh Nosh Market	1650	R > 1000	0.094	\$155.10	\$47.85
1425 K Ave.	Natural Elegance	600	B < 1000	\$11.25	1425 K Ave.	Natural Elegance	600	B < 1000	Flat	\$14.25	\$3.00
1425 1/2 K Ave.	Imaginaria	2250	B > 1000	\$36.60	1425 1/2 K Ave.	Imaginaria	2250	B > 1000	Flat	\$41.60	\$5.00

\$1,682

\$2,242.37 x 12 = \$26,908.44

Businesses < 1000 SF = \$11.25  
 Businesses ≥ 1000 SF and ≤ 11000 SF = \$36.60  
 Businesses > 11000 SF = \$225  
 Restaurants < 1000 SF = .04 Per SF  
 Restaurants > 1000 SF = .065 Per SF

**Allied Service Level**  
 T - 5 days = \$1635.17  
 Rental = \$190  
 R - 5 days = \$208.63  
\$2,033.80  
 (\$1,682)  
 (\$351.80)

**Recommended Fees:**

Businesses < 1000 SF = \$14.25  
 Businesses ≥ 1000 SF and ≤ = \$41.60  
 Businesses > 11000 SF = \$255  
 Restaurants < 1000 SF = .06 Per SF  
 Restaurants > 1000 SF = .094 Per SF

**Allied Service Level**  
 T - 5 day \$1,768.89  
 Rental \$197.94  
 R - 5 days \$208.53  
 Monthly \$2,175.36  
 x12 \$26,104.32  
 2x wash \$750.00  
\$26,854.32

**An Ordinance of the City of Plano, Texas, repealing Ordinance No 2010-7-9 codified as Section 18-25, Article I of Chapter 18, Solid Waste of the City of Plano Code of Ordinances; amending Article II, Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano to add Section 18-36 Downtown Collection Accommodation and Rates for the collection of solid waste for the downtown merchants; and providing a repealer clause, a savings clause, a severability clause, and an effective date.**

**WHEREAS**, the City Council passed Ordinance No. 2010-7-9 on July 26, 2010 which established the service fee schedule for the collection of solid waste for downtown merchants; and

**WHEREAS**, the City staff recommends that City Council repeal Ordinance No. 2010-7-9 and adopt a new ordinance to establish new rates and charges for the downtown solid waste collection due to increased operational costs and to provide the additional services of sanitary maintenance and power washing; and

**WHEREAS**, the City staff finds it necessary to include sanitary maintenance and power washing of enclosed areas around the downtown service containers to protect the health and safety of the public; and

**WHEREAS**, upon recommendation of staff and upon full review and consideration of all matters thereto, the City Council hereby finds and determines that it is necessary and in the best interest of the City to repeal Ordinance No. 2010-7-9 and adopt a revised schedule of rates and charges for solid waste collection, and include the services of sanitary maintenance and power washing for downtown properties.

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

**Section I.** Ordinance No. 2010-7-9 codified as Section 18-25, Article I of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano Texas, is hereby repealed in its entirety.

**Section II.** Article II Collection Charges, of Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano is hereby amended to add section 18-36 to read in its entirety as follows:

**“Sec. 18-36 Downtown Collection Accommodation and Rates**

- (a) *Monthly rates.* Downtown merchants are required to utilize shared solid waste service containers as designated by the City of Plano. The City will provide designated containers for shared use including both recycling and solid waste in a centralized location. Merchants will be charged monthly by the City of Plano based on the use and floor area of the building occupied. Service rates are established as follows:

- (1) Restaurants with less than 1,000 square feet of floor area will be charged six cents (\$0.06) per square foot per month.
  - (2) Restaurants with 1,000 square feet or more of floor area will be charged nine and 4/10 cents (\$0.094) per square foot per month.
  - (3) Businesses designated as retail or office with less than 1,000 square feet of floor area will be charged fourteen dollars and twenty-five cents (\$14.25) per month.
  - (4) Businesses designated as retail or office with 1,000 square feet or more of floor area, but less than or equal to 11,000 square feet of floor area will be charged forty-one dollars and sixty cents (\$41.60) per month.
  - (5) Businesses designated as retail or office with more than 11,000 square feet of floor space will be charged two hundred fifty-five dollars (\$255.00) per month.
- (b) *Sanitary maintenance.* Merchants that fail to place discarded items completely in solid waste containers may be charged a clean up fee of \$50.00 per incident. All clean up fees will be included in the utility bill of the responsible merchant.
- (c) *Power washing.* Downtown solid waste enclosures will be power washed twice per year in order to maintain a sanitary enclosure. In the event additional power washing of the solid waste enclosure becomes necessary due to excessive spillage or leakage caused by downtown merchants, the City will include the power washing fee in the utility bill of the responsible merchant.
- (d) *Appeal to Director of Sustainability & Environmental Services.* Any merchant assessed a fee on their utility bill for sanitary maintenance or power washing may appeal in writing to the Director of Sustainability & Environmental Services (“Director”) of the City of Plano within sixty (60) calendar days of receiving their utility bill. An appeal of the charges filed pursuant to this section shall clearly state the reason and factual basis for the appeal. The Director or her designee will hear the appeal within ten (10) calendar days of the receipt of the written notice of appeal. Appeals not filed within the sixty (60) day time period are waived.
- (e) *Issuance of decision by Director.* A decision from the Director or her designee shall be issued within ten (10) calendar days of hearing the appeal. The Director or her designee’s decision is final and cannot be appealed.
- (f) *Failure to pay charges.* Failure to pay power washing charges assessed pursuant to this section shall not be grounds for termination of utility services; however, the City will pursue all available collection remedies allowed by law.”

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

**Section V.** It is the intention of the City Council that this Ordinance, and every provision thereof, 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 VI.** This Ordinance shall become effective immediately upon its passage.

**Duly passed and approved this the 14<sup>th</sup> day of November, 2011.**

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/11		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): <b>Nicole Griffin</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas amending Section 2-12 (d), Procurement Code of Article I, In General, of Chapter 2, Administration, of the Code of Ordinances of the City of Plano, Texas to reflect the Purchasing Division responsibility for procurement duties of the City and providing a repealer clause, a severability clause, a saving clause, a publication clause, and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
FUND(s): <b>N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
<b>STRATEGIC PLAN GOAL:</b> Amending Section 2-12 (d), Procurement Code of Article I, In General, of Chapter 2, Administration, of the Code of Ordinances of the City of Plano relates to the City's Goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
The purpose of this proposed ordinance is to delete the title Chief Purchasing Officer and add Purchasing Division to lessen the administrative impact of future operational changes by not requiring an Ordinance change when job titles are changed.				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas amending Section 2-12 (d), Procurement Code of Article I, In General, of Chapter 2, Administration, of the Code of Ordinances of the City of Plano, Texas to reflect the Purchasing Division responsibility for procurement duties of the City and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.**

**WHEREAS**, pursuant to Section 2-12(d) of the Code of Ordinances of the City of Plano currently delegates the procurement duties to the Chief Purchasing Officer of the City; and

**WHEREAS**, less restrictive language will more clearly reflect the allocation of procurement duties within the City and allow flexibility for operational changes within the purchasing division without impacting the ordinance; and

**WHEREAS**, the City Council deems it necessary to amend the City Code of Ordinances, Section 2-12(d), Procurement Code, of Article I, In General, of Chapter 2, Administration, to reflect the Purchasing Division responsibility for procurement duties.

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

**Section I.** Section 2-12(d), Procurement Code of Article I, In General, of Chapter 2, Administration of the Code of Ordinances of the City of Plano is hereby amended to read in its entirety as follows:

- (d) *Purchasing Division; duties.* The purchasing division will serve as the central procurement office of the city, and will have the right to determine which method of purchase provides the best value for the city, adopt operational procedures consistent with sound business practices and state law, governing the procurement and management of all materials, services, and construction to be procured by this city and the disposal of materials no longer needed by the city.

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

**Section III.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

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

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

**DULY PASSED AND APPROVED** this the 14<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/2011		
Department:		Human Resources		
Department Head		Jim Parrish		
Agenda Coordinator (include phone #): <b>Shirley Montgomery x7296</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas amending and restating the Retirement Security Plan generally effective as of January 1, 2011; authorizing its execution by the City Manager or his designee; providing a repealer clause, a severability clause, a savings clause, and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):</b>				
<b>COMMENTS:</b> The review of the Retirement Security Plan (RSP) Document has been completed and requires City Council approval. This item has no financial impact. <b>STRATEGIC PLAN GOAL:</b> Periodic legal reviews of the Retirement Security Plan document relate to the City's goal of "Financially Strong City with Service Excellence".				
<b>SUMMARY OF ITEM</b>				
Outline of the Retirement Security Plan (RSP) Document Changes				
List of Supporting Documents: Ordinance, Memo, Outline of Changes, Exhibit "A"			Other Departments, Boards, Commissions or Agencies	

November 1, 2011

To: Bruce Glasscock, City Manager  
LaShon Ross, Deputy City Manager

Through: Jim Parrish, HR Director

From: Darlene McAndrew, Retirement Administrator

Re: Outline of the Retirement Security Plan (RSP) Document Changes

A few years ago, the decision was made to review the document in its entirety every two years. We have just completed that review. Although our Plan is not subject to ERISA, we do follow many of the ERISA guidelines.

To ensure the update included any federal mandates, our legal department (Victoria Huynh) and I consulted with Brennan Riley, an attorney in Houston.

After several months of reviewing and revising, along with numerous conference calls, the document has been updated and is now ready for council approval.

The outline was developed in an effort to line item the changes made in an easy to follow format. While some are mandated, others are more administrative in nature. All have been reviewed and approved from a legal aspect.

Victoria and I would be happy to answer any questions and/or provide any additional information you feel would be helpful.

## **Outline of Changes to Retirement Security Plan Document**

### **Table of Contents**

- Change to actual page numbers rather than Roman numerals.

### **Preamble**

- Now called “Article 1 Introduction”.
- Made reference to “incidental death benefits” to be consistent with term within Internal Revenue Code.

### **Article 2. Definitions and Construction**

#### **Definitions**

(c) “Actuary” - remove reference to Committee selecting vendor for this service.

(f) “Effective date”-corrected to correspond with amended and restated date.

(q) “Normal Retirement Date”-deleted provision referring to “Deferred Vested” as it is not applicable to this section.

(w) “Retirement”-clarification to read termination date.

“Primary social security benefit” moved to Appendix as it no longer applies to a benefit calculation.

### **Article 3. Service and Participation**

#### 3.1 Credited Service:

- Added “unpaid” to leave of absence as paid time is only considered.
- Removed “unless such employee has withdrawn his account balance under TMRS” as the TMRS benefit is no longer considered in the RSP calculation.

#### 3.3 Rehires

- No change in how a benefit is calculated for a rehired employee but added clarification that it will be done in “accordance with actuarial practices.”

#### 3.4 Military Service

- Revisions to this section are federally mandated in order to comply with the “HEART Act”.

### **Article 5. Requirements for Retirement Benefits**

#### 5.3 Disability Retirement

- The definition was moved from this section and placed in the “Definitions” section (j).
- Removed reference to benefit from other employment.

## **Article 6. Amount of Retirement Benefits**

- 6.1 Normal and Late Pension
- Moved reference to social security benefit to the appendix.
- 6.2 Early Pension
- Removed verbiage no longer applicable.
  - Moved reference to social security benefit to appendix.
- 6.3 Disability Pension
- (b) Removed section which referenced workers compensation and/or benefit from outside employment.
- 6.6 Maximum Annual Benefit Under Code Section 415
- Updated to comply with federal regulations

## **Article 9. Administration**

- 9.3 Committee Powers and Duties
- (f) Updated to comply with actual duties related to valuation report
- (i) Removed as not applicable. Plan has no annual report but is instead included in the financial reporting of the City.
- 9.4 Duties and Powers of the Plan Administrator
- (b) Regarding Summary Plan Document, wording change from “to furnish” to “to distribute” to comply with the Government Code
- (e) Removed reference to annual budget as this is not applicable.

**An Ordinance of the City of Plano, Texas amending and restating the Retirement Security Plan generally effective as of January 1, 2011; authorizing its execution by the City Manager or his designee; providing a repealer clause, a severability clause, a savings clause, and an effective date.**

**WHEREAS**, the City of Plano, Texas (“Employer”) has established the City of Plano, Texas Retirement Security Plan (“Plan”) for the benefit of its eligible employees and their beneficiaries; and

**WHEREAS**, by Ordinance 2007-5-20, the City Council amended and restated the Plan to be generally effective as of January 1, 2007; and

**WHEREAS**, by Ordinance 2008-1-8, the City Council amended Section 6.2, “Early Pension”, of the Plan as Restated January 1, 2007, to identify the calculation method for individuals who retire prior to the normal retirement date; and

**WHEREAS**, by Ordinance 2008-4-34, the City Council further amended the Plan as Restated January 1, 2007 to 1) update the Plan to recognize that the new Internal Revenue Regulations under Code 415 on the annual maximum limits on benefits payable from a pension plan; 2) provide a formula required by the Internal Revenue Service Regulations for calculating an equivalent annual pension; 3) incorporate the mandatory provisions for rollovers to an eligible retirement plan; and 4) allow non-spouse beneficiaries the right to roll over certain lump sum distributions directly into an eligible Roth IRA; and

**WHEREAS**, by Ordinance 2009-12-7, the City Council amended the Plan as Restated January 1, 2007 to comply with certain provisions of the Worker, Retiree, and Employee Recovery Act of 2008 and to adopt the provisions of Subchapters A and C of Chapter 804 of the Texas Government Code making the anti-assignment and anti-alienation provisions of Section 12.3 of the Plan applicable to the creation, assignment, recognition, or enforcement of a right to Plan benefits pursuant to a domestic relations order unless the order is determined to be a qualified domestic relations order; and

**WHEREAS**, the Employer further desires to amend and restate the Plan to be generally effective as of January 1, 2011 to incorporate all prior amendments and adopt new legislation as required by law; and

**WHEREAS**, the City Council has been presented a proposed City of Plano, Texas Retirement Security Plan as Restated January 1, 2011, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

**WHEREAS**, upon full review and consideration of the changes to the Plan as shown in Exhibit “A” and all matters attendant and related thereto, the City Council is of the opinion that the City of Plano Retirement Security Plan as Restated January 1, 2011 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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** The terms and conditions of the City of Plano Retirement Security Plan as Restated January 1, 2011, attached hereto as Exhibit "A," having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things approved.

**Section II.** The City Manager, or his designee, is hereby authorized to execute the City of Plano Retirement Security Plan as Restated January 1, 2011 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 Plan.

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

**Section IV.** It is 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 unconstitutionality of any other portion of this Ordinance.

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

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

**DULY PASSED AND APPROVED** this the 14th day of November, 2011.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**CITY OF PLANO**  
**RETIREMENT SECURITY PLAN**

**Restated January 1, 2011**

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## ARTICLE 1. INTRODUCTION

1.1 Purpose: The purpose of this Plan is to provide retirement and incidental death benefits for all employees of the Employer (as hereinafter defined) who complete a period of faithful service and otherwise become eligible for such benefits in accordance with the terms and provisions hereof. The benefits provided by this Plan will be paid from a Trust Fund established by the Employer.

This Plan is established and shall be maintained for the exclusive benefit of the eligible employees of the Employer and their beneficiaries. Except as hereinafter provided, no part of the Trust Fund can ever revert to the Employer or be used for or diverted to purposes other than the exclusive benefit of the Employees of the Employer and their beneficiaries.

1.2 Effect of Restatement: This amended and restated Plan applies for purposes of determining benefits on and after the Effective Date except as otherwise specified herein. Those provisions of the Plan that are effective as of a date before the Effective Date, and that were not otherwise in effect under the Plan before the Plan's amendment and restatement by this instrument shall nonetheless be applied to determine rights hereunder after the effective date of such provision unless specified otherwise herein. Unless it is inconsistent with the terms of the Plan, any action taken or election made by the Committee or by a Participant, Employee, former Employee, or beneficiary under the Plan before the Plan's amendment and restatement by this instrument shall be regarded as having been taken or made under the Plan as amended and restated and as in effect hereunder unless and until changed in accordance with the terms of the Plan.

## ARTICLE 2. DEFINITIONS AND CONSTRUCTION

2.1 Definitions: Where the following words and phrases appear in this Plan, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary:

- (a) Accrued Benefit: The benefit determined under the Plan, expressed in the form of a monthly benefit commencing at Normal Retirement Date which is applicable to an Employee at any time under the provisions of the Plan.
- (b) Actuarial (or Actuarially) Equivalent: Equality in value of the aggregate amounts expected to be received under different forms of payment, based upon mortality and interest rate assumptions, as defined below:
  - (1) Interest rate assumption – The interest rate used for purposes of computing optional forms of benefit payments shall be Eight Percent (8%).
  - (2) Mortality assumption – The mortality assumption used for purposes of computing optional forms of benefit payments, and for purposes of computing any adjustments called for under the terms of this Plan for benefits commencing other than at Normal Retirement Date when such adjustment is not otherwise provided for in this Plan, shall be taken from the 1983 Group Annuity Mortality Table (GATT mortality) using a unisex rate that is 50% male and 50% female. Notwithstanding the foregoing, the mortality assumptions that are used to compute the actuarially equivalent maximum amounts of retirement income permitted under Section 6.6 on and after January 1, 1995 and before December 31, 2002 shall be based upon the mortality table prescribed by the Secretary of the Treasury pursuant to section 415(b)(2)(E) of the Code. For distributions with annuity starting dates on or after December 31, 2002, the applicable mortality table used for purposes of adjusting any benefit or limitation under section 415(b)(2)(B), (C), or (D) of the Code is the table prescribed in Rev. Rul. 2001-62. For distributions with annuity starting dates on or after January 1, 2009, the applicable mortality table used for purposes of adjusting any benefit or limitation under section 415(b)(2)(B), (C), or (D) of the Code is the mortality table prescribed in section 417(e)(3)(B) of the Code.
- (c) Actuary: An individual or firm providing actuarial services to the Plan.
- (d) Average Monthly Compensation: The result obtained by dividing the total Compensation paid to an Employee during a considered period by the number of months in the considered period. The considered period shall be the thirty-six (36) consecutive calendar months within the last one hundred twenty (120) completed calendar months of Credited Service which yield the highest Average Monthly Compensation. In the event the Employee has completed fewer than thirty-six (36) consecutive months of Credited Service, the considered period shall be all completed months in which Compensation was paid. For the purpose of computation of "Average Monthly Compensation," the Compensation of an

Employee during any month may be determined by deeming such Employee to have earned one-twelfth (1/12) of his or her Compensation for a calendar year during each month.

- (e) City Council: The Plano City Council.
- (f) City Manager: The Chief Executive Officer of the City of Plano, Texas, appointed by the City Council.
- (g) Code: The Internal Revenue Code of 1986, as amended.
- (h) Committee: The persons appointed to administer the Plan in accordance with Article 9.
- (i) Compensation: The base salary or wages paid to an Employee by the Employer for personal services exclusive of any overtime pay, longevity pay, standby pay, bonuses and severance payments, such as accrued vacation or sick pay. The term "Compensation" shall also include any contribution made by an Employee participating in a salary reduction eligible deferred compensation plan (under section 457(b) of the Code) sponsored by the City of Plano, Texas.
  - (1) Compensation taken into account during each of the twelve (12) consecutive month periods used in determining Average Monthly Compensation under (d) above, shall not exceed \$200,000, or such higher amount as in effect for the calendar year in which each such twelve (12) month period begins, as allowed under section 401(a)(17) of the Code. The \$200,000 limit on annual Compensation in the preceding sentence shall be adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year. However, the Accrued Benefit determined in accordance with this provision shall not be less than the Accrued Benefit determined on December 31, 1992.
  - (2) Notwithstanding the above, the Code section 401(a)(17) annual Compensation limit with respect to any given calendar year or other specified 12-consecutive month period beginning on or after January 1, 1994 and ending December 31, 2001, shall be equal to \$150,000 or such increased or decreased amount, as the case may be, that applies as of the January 1 coincident with or immediately preceding the beginning of such given calendar year or other specified 12-consecutive-month period, pursuant to the provisions of section 401(a)(17) of the Code; provided, however, that in determining the Compensation of an Employee who first became a participant in the Plan prior to January 1, 1996, the Code section 401(a)(17) annual Compensation limit shall be determined without regard to this paragraph.
  - (3) In the event that Compensation under the Plan is determined based on a period of time that contains fewer than 12 calendar months, the Code section 401(a)(17) annual Compensation limit for that period of time shall be equal to the Code section 401(a)(17) annual Compensation limit for

the calendar year during which such period of time begins multiplied by the fraction in which the numerator is the number of full months in such period of time and the denominator is 12.

- (4) Any provisions herein to the contrary notwithstanding, an Employee's accrued benefit as of December 31, 1993 shall not be reduced due to the Code section 401(a)(17) annual Compensation limit imposed effective as of January 1, 1994 on the amount of his Compensation. In the event that the Code section 401(a)(17) annual Compensation limit is reduced effective as of any date subsequent to January 1, 1994, a Participant's accrued benefit immediately prior to the date that such reduction becomes effective shall not be reduced due to the reduction in such limit.
- (j) Disability: A physical or mental condition which, in the judgment of the Committee, totally and presumably permanently prevents the Employee from engaging in any substantial gainful employment. Disability under the Plan shall be considered total and presumably permanent if, on the basis of a medical examination by a doctor or clinic appointed by the Committee, the Committee finds that the Employee has a physical or mental condition which totally and presumably permanently prevents him from engaging in any substantial gainful employment with the Employer. The Committee shall, however, have the right to waive the requirement for a medical examination if it is determined that such an examination is unnecessary.
- (1) Notwithstanding anything herein to the contrary, no Employee shall be considered to have incurred a Disability or shall qualify for a Disability Pension if the Committee determines that his physical or mental condition results from (A) addiction to narcotics or hallucinogenic drugs, (B) an injury suffered while engaged in a felonious or criminal act or enterprise, (C) service in the armed forces of the United States which entitles the Employee to a veteran's disability pension; or (D) injury or disease sustained by the Participant which was diagnosed or discovered subsequent to the date his employment was terminated.
- (2) Disability shall be considered to have ended if, prior to his Normal Retirement Date, the Employee (A) engages in any substantial gainful activity, except for such employment as is found by the Committee to be for the primary purpose of rehabilitation or not incompatible with a finding of Disability; (B) has sufficiently recovered, in the opinion of the Committee based on a medical examination by a doctor or clinic appointed by the Committee, to be able to engage in regular employment with the Employer and refuses an offer of employment by the Employer; or (C) refuses to undergo any medical examination requested by the Committee, provided that a medical examination shall not be required more frequently than twice in any calendar year.
- (k) Effective Date: January 1, 2011 as to this amended and restated Plan. The original effective date was January 1, 1983.
- (l) Employee: Any person who receives compensation from the Employer for regular, full-time services other than persons under separate employment

contract; provided, however, that the term "Employee" shall not include any person:

- (1) as to any service for which he would be eligible to be included in and for which he is entitled to receive credit in the Teacher Retirement System of Texas, the Employees Retirement System of Texas, the Judicial Retirement System of Texas, the Texas County and District Retirement System, or any other pension fund or retirement system supported wholly or partly at public expense, but not including participation in the Texas Municipal Retirement System (TMRS);
- (2) who is elected to office by vote of the people, it being further specifically provided, however, that a voluntary fireman or elected official who meets the definition of Employee in some capacity other than as a voluntary fireman or elected official shall be considered as an "Employee" for purposes of this Plan to the extent of such other capacity.

- (m) Employer: The City of Plano, Texas.
- (n) Highly Compensated Employee: Effective January 1, 1997, an employee who is a "highly compensated employee" within the meaning of section 414(q) of the Code.
- (o) Investment Manager(s): An investment advisor registered under the Investment Advisors Act of 1940, a bank (as defined in that Act), or an insurance company qualified to perform investment management services under State law in more than one State.
- (p) Leave of Absence: Any absence from Service authorized by the Employer under the Employer's standard personnel practices for reasons other than termination of employment, death, discharge or Retirement.
- (q) Normal Retirement Date: The later of the sixty-fifth (65th) birthday of an Employee, or the date on which the Employee completes five (5) years of Credited Service.
- Any benefits which are to commence as of an Employee's Normal Retirement Date shall not actually commence until the first day of the month coinciding with or next following said Normal Retirement Date.
- (r) Participant: An individual who participates in the Plan in accordance with Section 3.2 and whose benefit has not been fully distributed or forfeited.
- (s) Pension: A series of monthly amounts which are payable to a person who is entitled to receive benefits under the Plan.
- (t) Plan: City of Plano, Texas, Retirement Security Plan, as amended from time to time.
- (u) Plan Administrator: Such person or persons as designated by the City Manager, and who shall have the duties and powers described in Article 9.

- (v) Plan Year: The twelve (12) month period beginning on January 1 and ending on December 31.
- (w) Retirement: Termination of employment after an Employee has fulfilled all Service requirements for a Pension. Retirement shall be considered as commencing on the day immediately following an Employee's termination date.
- (x) Service: A period or periods of employment of an Employee by the Employer used in determining eligibility or the amount of benefits as described in Article 3 hereof.
- (y) TMRS: Texas Municipal Retirement System.
- (z) Trust or Trust Fund: The fund maintained in accordance with the terms of this Plan.
- (aa) Trustee: The Corporation or individuals selected by the City Council to administer the Trust.
- (bb) U.S. Consumer Price Index: As of any date, the Consumer Price Index for all items for the prior calendar year as reported in the Monthly Labor Review for each calendar month by the United States Department of Labor. The Index to be used shall be the annual average over such calendar year which is most recent and designated in said Monthly Labor Review as "Consumer Price Index for Urban Wage Earners and Clerical Workers -- U.S. City Average -- All Items."

2.2 Construction: The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender; the singular may include the plural; and vice versa, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "hereof shall, unless otherwise specifically stated, mean and refer to the entire Plan, not to any particular provision or Section. The word "including" and words of similar import when used in this Plan shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified. Article and Section headings are included for convenience of reference and are not intended to add to, or subtract from, the terms of the Plan. The Plan and Trust shall each form a part of the other by reference and terms shall be used herein interchangeably.

### ARTICLE 3. SERVICE AND PARTICIPATION

3.1 Credited Service: Credited Service is the period of employment used in determining both eligibility for benefits and the amount of benefits. An Employee's Credited Service shall be all his full-time employment with the Employer as an Employee that is taken into account under TMRS, excluding any periods of unpaid Leave of Absence. Credited Service shall also include any employment with the Employer as an Employee that is not taken into account under TMRS if: (a) the Employee was not then eligible to make contributions to TMRS, and (b) any such employment was part of a continuous uninterrupted period of employment that was continuing on the Effective Date. Credited Service shall cease accruing upon an Employee's separation from the service of the Employer or upon the completion of twenty-five (25) years of Credited Service, whichever first occurs.

If an Employee incurs a period of separation which is equal to or longer than one year, then he shall lose all his prior Credited Service. An Employee who incurs a period of separation of less than one year shall retain all prior Credited Service.

Effective January 1, 2002, for purposes of the five (5) year Credited Service requirement in the definition of Normal Retirement Date and in determining eligibility for commencement of Early Pensions and Deferred Vested Pensions, and for purposes of the twenty (20) year Credited Service requirement for an Early Pension, all prior employment taken into account under TMRS will be counted, regardless of whether such employment is with the Employer.

3.2 Participation: Employees who were Participants in the Plan immediately prior to the Effective Date and who are in the employ of the Employer on the Effective Date shall remain Participants as of the Effective Date.

Each other Employee hired on or after the Effective Date shall become a Participant in the Plan as of his date of hire.

3.3 Rehires: Employees who, after receiving an RSP payment, are rehired within a one year period from the date of termination, thus retaining RSP service credit, will have the benefit value from the first date of termination subtracted from the benefit value due at the second termination date in accordance with actuarial practices.

3.4 Military Service:

(a) Effective December 12, 1994, absence from the active service of the Employer because of engagement in qualified military service will not terminate the service of the Employee and will be treated under the Plan as a leave of absence granted by the Employer if the Employee is entitled under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") to reemployment by the Employer upon the completion of his period of service and if he returns to the active service of the Employer within the period of time during which he has reemployment rights under USERRA. The following special provisions apply to such an Employee:

(1) Each period of qualifying military service of the Employee shall, upon such reemployment, be counted toward determining the Employee's service with the Employer for all purposes of the Plan, including

determining the amount of the Employee's Accrued Benefit and the vested percentage in his Accrued Benefit.

- (2) For all purposes under the Plan, an Employee shall be treated as having received Compensation from the Employer based on the rate of Compensation the Employee would have received during the period of qualifying military service, or if that rate is not reasonably certain, on the basis of the Employee's average rate of Compensation during the 12-month period immediately preceding such period.
- (b) To the extent provide under Code section 401(a)(37) and effective as of January 1, 2007, in the case of an Employee whose employment is interrupted by qualified military service and who dies while performing qualified military service, the survivor(s) of such Employee shall be entitled to any additional benefit (other than benefit accruals) that would have been provided under the Plan had the Employee resumed and then terminated employment on account of death.
- (c) Effective as of January 1, 2009, an Employee who receives a differential wage payment (within the meaning of Code section 414(u)(12)(D)) from the Employer with respect to a period during which the Employee is performing uniformed service while on active duty for a period of more than 30 days, shall be treated as an Employee of the Employer, and the differential wage payment shall be treated as Compensation for all purposes under the Plan (including Section 6.6). Compensation recognized under this Section 3.4(c) shall not duplicate Compensation already recognized under Section 2.1(i) or Section 3.4(a)(2), and therefore if the same item of Compensation is recognized under this Section and Section 2.1(i) or Section 3.4(a)(2), such item of Compensation shall be recognized under only one Section.

## ARTICLE 4. CONTRIBUTIONS

4.1 Contributions by Employer: The Employer, acting under the advice of the Actuary for the Plan, intends to make contributions to the Trust in such amounts and at such times as are required to maintain the Plan on a sound actuarial basis. All contributions made by the Employer to the Trust shall be used to pay benefits under the Plan or to pay expenses of the Plan and Trust and shall be irrevocable, except for any residual amounts after satisfying all liabilities of the Plan. Forfeitures arising because of severance of employment before the Employee becomes eligible for a Pension or for any other reason shall be applied to reduce the costs of the Plan, not to increase the benefits otherwise payable to the Employees.

4.2 Contributions by Employees: Employees are neither required nor permitted to make contributions under this Plan.

## ARTICLE 5. REQUIREMENTS FOR RETIREMENT BENEFITS

5.1 Normal and Late Retirement: An Employee shall be eligible for a Normal Pension if his employment with the Employer is terminated on his Normal Retirement Date. An Employee shall be eligible for a Late Pension if his employment with the Employer is terminated after his Normal Retirement Date. Payment of a Normal or Late Pension shall commence as of the first day of the month coinciding with or next following the Employee's date of Retirement and, unless an optional form of payment becomes effective and payable under the provisions of Article 8 hereof, shall be made in the form of an annuity for the life of the Participant only subject to the minimum payment term of sixty (60) months pursuant to Section 7.1.

5.2 Early Retirement: Effective January 1, 2002, an Employee shall be eligible for an Early Pension if his employment with the Employer is terminated before his Normal Retirement Date and either (a) on or after his sixtieth (60th) birthday and completion of five (5) or more years of Credited Service or (b) after his completion of twenty (20) or more years of Credited Service.

Unless the Employee requests otherwise, payment of an Early Pension shall commence as of the Employee's Normal Retirement Date if he is then living. If the Employee requests the commencement of his Early Pension as of the first day of the month coinciding with or next following his Retirement, or as of the first day of any subsequent month which precedes his Normal Retirement Date, his Pension shall commence as of the beginning of the month so requested, but the amount thereof shall be reduced as provided in Section 6.2. Unless an optional form of payment becomes effective and payable under the provisions of Article 8 hereof, payment shall be made in the form of an annuity for the life of the Participant only subject to the minimum payment term of sixty (60) months pursuant to Section 7.1.

5.3 Disability Retirement: An Employee shall be eligible for a Disability Pension if his employment with the Employer is terminated by reason of Disability. Payment of a Disability Pension shall commence as of the first day of the month coinciding with or next following such termination of employment. The last payment shall be made as of the earliest of the first day of the month in which (a) such Disability ceases, (b) the death of the retired Employee occurs, and (c) the Normal Retirement Date of the retired Employee occurs. If Disability continues to the Employee's Normal Retirement Date, his Pension thereafter will be a Normal Pension (in a sixty (60) month certain and life form) determined according to Section 6.3(b) hereof. If Disability ceases prior to the Employee's Normal Retirement Date, no Disability Pension shall continue to be paid to or for him. An Employee may elect, in lieu of the Disability Pension provided hereunder (including any Pension payable after his Normal Retirement Date under Section 6.3(b) hereof), to receive an Early Pension if he had met the requirements for an Early Pension on the date of his Retirement for Disability.

If the retired Employee's Disability ceases prior to his Normal Retirement Date, and he is not reemployed by the Employer as an Employee, and if he had met the requirements for an Early or Deferred Vested Pension on the date of his Retirement for Disability, he shall be entitled to receive, commencing on the first day of the month coinciding with or next following his Normal Retirement Date, a Pension equal in amount to the Early or Deferred Vested Pension to which he would have been entitled, as of the date of his Disability, considering his Compensation and Credited Service as if he had had no Disability; provided, however, effective January 1, 2002, if the Employee had completed five (5) years of Credited Service and requests the commencement of his Early or Deferred Vested Pension as of the first day of any

subsequent month which precedes his Normal Retirement Date, his Pension shall commence as of the beginning of the month so requested, but the amount thereof shall be reduced in accordance with Section 6.2 or 6.4 hereof, based on the number of years by which the starting date of the Pension payment precedes the Employee's Normal Retirement Date.

An Employee must apply for a Disability Pension under the Plan within six (6) months after the date of termination of his service due to Disability; provided, however, that such six (6)-month application period may be extended by the Committee if it determines, in its sole discretion, that reasonable cause exists for doing so.

Effective January 1, 2001, if a retired Employee's Disability is determined by the Committee to have ended and payment of a Disability Pension has ceased, but the Committee subsequently determines that such Disability has continued or recurred, then the Committee, in its sole discretion, may reinstate the Disability Pension payment to such Employee.

If Disability ceases before a retired Employee attains his Normal Retirement Date and the Employee is reemployed by the Employer, the Pension payable upon his subsequent Retirement shall be determined based on his Credited Service and Compensation prior to the date of his previous retirement, as well as his Credited Service and Compensation during the period of his reemployment.

5.4 Deferred Vested Retirement: An Employee shall be eligible for a Deferred Vested Pension if his employment with the Employer is terminated, for reasons other than death or Normal, Late, Early or Disability Retirement, on or after the completion of five (5) or more years of Credited Service. Payment of a Deferred Vested Pension shall commence as of the first day of the month coinciding with or next following the Employee's Normal Retirement Date if he is then living. Effective January 1, 2002, if the Employee had completed five (5) years of Credited Service and requests the commencement of his Deferred Vested Pension as of the first day of the month coinciding with or next following his sixtieth (60th) birthday, his Pension shall commence as of the first day of the month so requested, but the amount thereof shall be subject to reduction as provided in Section 6.4. Such a request must be received by the Committee at least thirty (30) days before the first Pension payment is due. Unless an optional form of payment becomes effective and payable under the provisions of Article 8 hereof, payment shall be made in the form of an annuity for the life of the Participant only subject to the minimum payment term of sixty (60) months pursuant to Section 7.1.

5.5 Required Minimum Distributions. All distributions required under this Section will be determined and made in accordance with the Treasury Regulations under section 401(a)(9) of the Code. Notwithstanding the other provisions of this Section, other than the immediately preceding sentence, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

(a) Time and Manner of Distribution.

- (1) Mandatory Commencement. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
- (2) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest, if any under

Section 7.4, will be distributed, or begin to be distributed, no later than as follows:

- (A) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
- (B) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (C) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (D) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this paragraph (a)(2), other than subparagraph (a)(2)(A), will apply as if the surviving spouse were the Participant.

For purposes of this paragraph (a)(2) and paragraph (d), distributions are considered to begin on the Participant's Required Beginning Date (or, if paragraph (a)(2)(D) applies, the date distributions are required to begin to the surviving spouse under paragraph (a)(2)(A)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph (a)(2)(A)), the date distributions are considered to begin is the date distributions actually commence.

- (3) Form of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with paragraphs (b), (c), and (d) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury Regulations. Any part of the Participant's interest which is in the form of an individual account described in section 414(k) of the Code will be distributed in a manner satisfying the requirements of section 401(a)(9) of the Code and the Treasury Regulations that apply to individual accounts.

(b) Determination of Amount to be Distributed Each Year.

(1) General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

- (A) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
- (B) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in paragraphs (c) or (d);
- (C) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
- (D) payments will either be nonincreasing or increase only as follows:
  - (i) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
  - (ii) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in paragraph (c) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Code section 414(p);
  - (iii) to provide cash refunds of employee contributions upon the Participant's death; or
  - (iv) to pay increased benefits that result from a Plan amendment.

(2) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under paragraph (a)(2)(A) or (B)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

- (3) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.
- (c) Requirements For Annuity Distributions That Commence During Participant's Lifetime.
- (1) Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6T of the Treasury Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.
- (2) Period Certain Annuities. Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury Regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury Regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this paragraph (c)(2), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(d) Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin.

- (1) Participant Survived by Designated Beneficiary. If the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in paragraphs (a)(2)(A) or (B), over the life of the designated beneficiary or over a period certain not exceeding:
  - (A) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
  - (B) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.
- (2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (3) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this paragraph (d) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to paragraph (a)(2)(A).

(e) Definitions.

- (1) Designated beneficiary. The individual who is designated as the beneficiary under Section 8.3 of the Plan and is the designated beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-I, Q&A-4, of the Treasury Regulations.
- (2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to paragraph (a)(2).

- (3) Life expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury Regulations.
- (4) Required Beginning Date. In the case of an Employee who terminates employment prior to attaining age 70½, the Required Beginning Date is April 1 of the calendar year following the calendar year in which the former employee attains age 70½. In the case of an Employee who continues in employment after attaining 70½, the Required Beginning Date is April 1 of the calendar year following the calendar year in which he terminates employment.

## ARTICLE 6. AMOUNT OF RETIREMENT BENEFITS

6.1 Normal and Late Pension: Subject to the minimum pension under Section 6.1A of Appendix A (if applicable), an Employee who meets the requirements for a Normal Pension and retires on his Normal Retirement Date shall receive a monthly amount equal to Seven-Tenths of One Percent (.7%) of his Average Monthly Compensation, multiplied by his Credited Service from January 1, 1983, not to exceed twenty-five (25) years.

Subject to the minimum pension under Section 6.1A of Appendix A (if applicable), an Employee who meets the requirements for a Normal Pension and retires after his Normal Retirement Date shall receive a Late Pension which shall be computed as for a Normal Pension in accordance with the provisions of this Section 6.1 above, considering his Average Monthly Compensation and Credited Service to his actual date of Retirement.

6.2 Early Pension: Subject to the minimum pension under Section 6.2A of Appendix A (if applicable), an Employee who meets the requirements for an Early Pension shall receive a monthly amount equal to his Accrued Benefit. An Employee's Accrued Benefit shall be equal to Seven-Tenths of One Percent (.7%) of his Average Monthly Compensation, multiplied by his Credited Service from January 1, 1983, not to exceed twenty-five (25) years.

If payment of an Early Pension commences prior to the Employee's Normal Retirement Date, the amount determined above shall be reduced by one-fifteenth (1/15th) for each of the first five (5) years and one-thirtieth (1/30th) for each of the next five (5) years (and on an Actuarial Equivalent basis thereafter) by which the starting date of Pension payments precedes the Employee's Normal Retirement Date.

6.3 Disability Pension: An Employee who meets the requirements for a Disability Pension shall receive a monthly amount payable prior to Normal Retirement Date computed as set forth in (a) below and a monthly amount payable on or after Normal Retirement Date as set forth in (b) below computed as follows:

- (a) Disability Pension Payable Prior to Normal Retirement Date: An amount equal to Sixty Percent (60%) of the greater of the Employee's monthly base rate of pay exclusive of overtime pay, longevity pay, standby pay, bonuses and severance payments, or Average Monthly Compensation, as of the month prior to his termination of employment by reason of Disability, *minus* the amount of disability benefit to which he is entitled under TMRS.
- (b) Disability Pension Payable on and After Normal Retirement Date: An amount equal to the Normal Pension that would have been payable to the Employee, in accordance with the provisions of Section 6.1 hereof, if he had continued in active employment with the Employer until his Normal Retirement Date, assuming his Compensation had continued at the same rate as in effect at the date of his Disability Retirement until his Normal Retirement Date, and no increases occurred in the Social Security or TMRS benefits, if applicable. This pension will not be less than the Disability Pension commencing prior to his Normal Retirement Date determined under paragraph (a) above.

6.4 Deferred Vested Pension: An Employee who meets the requirements for a Deferred Vested Pension shall receive a nonforfeitable right to his Accrued Benefit (computed

in accordance with the provisions of Section 6.2 hereof). Effective January 1, 2002, if the Employee has fewer than five (5) years of Credited Service, the Accrued Benefit will be adjusted by the following schedule:

<u>Years of Credited Service</u>	<u>Nonforfeitable Percentage</u>
Less than 5	0%
5 or more	100%

If an Employee is eligible and payment of a Deferred Vested Pension commences prior to the first day of the month coincident with or next following the Employee's 65th birthday, the amount determined above shall be reduced by one-fifteenth (1/15th) for each year by which the starting date of Pension payments precedes such first day of the month.

6.5 Cost-of-Living Adjustment: The monthly amount of Pension payable to a retired Employee, provided such Employee had received such payments for at least twelve (12) months, shall be adjusted annually, as of each April 1st, to reflect increases in the U.S. Consumer Price Index. Such annual increase, if any, shall be limited to a maximum change of four percent (4%). In no event shall any cost of living adjustment under this 6.5 be applied to increase the amount of monthly pension (or other alternative form of payment) payable to the spouse or beneficiary of an Employee after the Employee's death.

6.6 Maximum Annual Benefit Under Code Section 415: Notwithstanding any other provision contained herein to the contrary, the benefits payable to an Employee from this Plan, shall be subject to the limitations of Code section 415. For purposes of this Section, the term "Limitation Year" shall mean the year used in applying the limitations of Code section 415, which year shall be a Plan Year. Effective for Limitation Years beginning on and after July 1, 2007, the benefits payable to an Employee from this Plan shall in all events comply with the provisions of Code section 415 and the applicable Treasury Regulations published thereunder, the provisions of which are specifically incorporated herein by reference. To the extent any portion of this Section conflicts with such Regulations, the provisions of such Regulations shall govern.

Any annual Pension payable to an Employee hereunder (including any annual Pension paid to such Employee from another defined benefit plan of the Employer) shall not exceed subsection (a) below, subject to subsections (b) through (d) below. The provisions of subsections (a) and (b) below shall be effective for limitation years ending after December 31, 2001. Benefit increases resulting from the increase in the limitations of section 415(b) of the Code will be provided to all Employees participating in the Plan who have one hour of service on or after the first day of the first limitation year ending after December 31, 2001.

- (a) Defined Benefit Dollar Limitation: The "defined benefit dollar limitation" is \$160,000, as adjusted, effective January 1 of each year, under section 415(d) of the Code in such manner as the Secretary shall prescribe, and payable in the form of a straight life annuity. A limitation as adjusted under section 415(d) will apply to limitation years ending with or within the calendar year for which the adjustment applies.
- (b) Maximum Permissible Benefit: The "maximum permissible benefit" is the defined benefit dollar limitation adjusted where required, as provided in paragraph (1) and, if applicable, in paragraph (2) or (3) below.

- (1) If the Participant has fewer than 10 years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction, (A) the numerator of which is the number of years (or part thereof) of participation in the Plan and (B) the denominator of which is ten (10).
- (2) If the benefit of a Participant begins prior to age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the defined benefit dollar limitation applicable to the Participant at age 62 (adjusted under paragraph (1) above, if required). The defined benefit dollar limitation applicable at an age prior to age 62 is determined as the lesser of (A) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan and (B) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a five percent (5%) interest rate and the applicable mortality table as defined in Section 2.1(b) of the Plan. Any decrease in the defined benefit dollar limitation determined in accordance with this paragraph (2) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.
- (3) If the benefit of a Participant begins after the Participant attains age 65, the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the Participant at age 65 (adjusted under paragraph (1) above, if required). The actuarial equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as the lesser of (A) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan and (B) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a five percent (5%) interest rate assumption and the applicable mortality table as defined in Section 2.1(b) of the Plan. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.
- (4) Effective January 1, 2004, with respect to the limitations of this Section, for purposes of adjusting the annual Pension to a straight life annuity, the equivalent annual Pension shall be the greater of the equivalent annual Pension computed using the Plan interest rate and Plan mortality table (or other tabular factor) and the equivalent annual Pension computed using five percent (5%) interest rate assumption and the applicable mortality table as defined in Section 2.1(b). However, for purposes of adjusting the annual Pension to a straight life annuity, if the annual Pension is paid in any form other than a nondecreasing life annuity payable for a period not less than the life of a Participant or, in the case of a pre-retirement survivor annuity (if applicable under Section 7.4), the life of the surviving spouse, then the equivalent annual Pension shall be

the greater of the equivalent annual Pension computed using the Plan interest rate and Plan mortality table (or other tabular factor) and the equivalent annual Pension computed using the applicable interest rate (as defined in Code section 417(e)(3)) and the applicable mortality table as defined in Section 2.1(b). With respect to benefits with annuity starting dates occurring in 2004 and 2005, for purposes of adjusting the annual Pension to a straight life annuity, if the annual Pension is paid in any form other than a nondecreasing life annuity payable for a period not less than the life of a Participant or, in the case of a pre-retirement survivor annuity (if applicable under Section 7.4), the life of the surviving spouse, then the equivalent annual Pension shall be the greater of the equivalent annual Pension computed using the Plan interest rate and Plan mortality table (or other tabular factor) and the equivalent annual Pension computed using five and one-half percent (5.5%) and the applicable mortality table as defined in Section 2.1(b). With respect to Limitation Years beginning on and after January 1, 2008, for purposes of adjusting the annual Pension to a straight life annuity, if the annual Pension is paid in any form other than a nondecreasing life annuity payable for a period not less than the life of a Participant or, in the case of a Pre-Retirement Survivor Annuity, the life of the surviving spouse, then the equivalent annual Pension shall be the greatest of (A) the equivalent annual Pension computed using the Plan interest rate and Plan mortality table (or other tabular factor); (B) the equivalent annual Pension computed using five and one-half percent (5.5%) and the applicable mortality table as defined in Section 2.1(b); or (C) the equivalent annual Pension computed using the applicable interest rate under Treasury Regulations section 1.417(e)-1(d)(3) and the applicable mortality table under Treasury Regulations section 1.417(e)-1(d)(2), divided by 1.05.

- (c) In no event shall an Employee's maximum annual Pension allowable under this Section be less than the annual amount of Pension (including early Pension and qualified joint and survivor annuity amounts) duly accrued by such Employee (under Code section 415 limitations then in effect) as of the last day of the Limitation Year beginning in 1982, or as of the last day of the Limitation Year beginning in 1986, whichever is greater (disregarding any Plan changes or cost-of-living adjustments occurring after July 1, 1982, as to the 1982 accrued amount, and May 5, 1986, as to the 1986 accrued amount).
- (d) Effective January 1, 1995, the provisions of subsection (b) shall not apply for limitation years beginning after 1994 to (1) income received as a pension, annuity, or similar allowance as a result of an Employee's disability due to personal injuries or sickness, or (2) amounts received as a result of an Employee's death by the Employee's beneficiaries, survivors, or estate.

## ARTICLE 7. DEATH BENEFITS

### 7.1 Death After Commencement of Normal, Late, Early or Deferred Vested Pension:

The beneficiary or beneficiaries of an Employee who, on the date of his death, was receiving a Normal, Late, Early, or Deferred Vested Pension hereunder (including a Normal Pension that has commenced to a Disabled Employee at his Normal Retirement Date), shall be eligible for a Death Benefit in the form of a monthly Pension if the Employee had not received sixty (60) monthly payments of such Pension. The monthly amount of such Pension shall be equal to the monthly Pension, which the Employee was receiving on the date of his death. Payment of such Pension shall commence on the first day of the month coinciding with or next following the Employee's date of death. The last payment shall be made as of the first day of the month in which sixty (60) monthly payments have been made in the aggregate to the Employee and his beneficiary or beneficiaries.

If an optional form of payment becomes effective and payable under the provisions of Article 8 hereof, no such Death Benefit shall be paid, but shall be thereby cancelled and inapplicable.

7.2 Death Pending Payment: If an Employee has completed at least ten (10) years of Credited Service, terminates employment with the Employer, and dies after attainment of age sixty (60), but before the date of commencement of his Pension, his surviving spouse, or if none, his surviving child or children under the age of eighteen (18), shall be entitled to receive a benefit hereunder. Such benefit shall be a monthly Pension payable for a period of sixty (60) months equal to the Pension the Employee would have received under Section 6.4 hereof had he commenced payment on the first day of the month coinciding with or next following the Employee's date of death. With the approval of the Committee, this benefit may be paid in a lump sum amount equal to the Actuarially Equivalent lump sum value of the sixty (60) monthly payments otherwise provided. If this benefit becomes payable to a minor child or children, and more than one such child is eligible, the benefit determined above shall be divided in equal parts among such children.

### 7.3 Vested Terminated Employee Death Benefits:

- (a) In the event that a terminated Employee entitled to a deferred vested benefit under the plan above dies prior to his commencement date of benefits and without his having received the value of his benefit in accordance with Article 6 of the Plan, his surviving spouse, if any, will be entitled to receive a monthly retirement income. This monthly income, payable for life, will be in an amount that is the actuarial equivalent of the accrued monthly retirement income as of the Employee's Normal Retirement Date that would have been payable to such surviving spouse, commencing on the Early Pension commencement date under the 50% Joint and Survivor Option, if such surviving spouse is then living. It is determined as if:
  - (1) the terminated Employee had survived to his earliest Early Pension commencement date or immediately if he has already survived to that date; and

- (2) the terminated Employee had died immediately after such commencement of payments under the 50% Joint and Survivor Option described in Section 8.1(e).
- (b) Alternatively, if there is no surviving spouse at the time of the vested terminated Employee's death, the Employee's dependent child or children, including legally adopted children, if any, will be entitled to receive a monthly income, provided he has not received the value of his benefit from the Plan. A dependent child will be defined as any child under the age of 18, any child under the age of 23 and a full-time student at an educational institution, or any child, regardless of age, that is considered permanently disabled on a nondiscriminatory basis. Such determinations will be made by the Committee. The benefit payable to the dependent child or children described above shall be a monthly Pension determined in accordance with Article 6 of the Plan and equal to the income the Employee would have received under the Plan, if:
- (1) the terminated Employee had survived to his earliest Early Pension commencement date or immediately if he had already survived to that date; and
  - (2) the terminated Employee had died immediately after such commencement of payments under the Five (5) Year Certain and Life Option described in Section 8.1(c).

If this benefit becomes payable to a minor child or children, and more than one such child is eligible, the benefit determined above shall be divided in equal parts among such children.

- (c) With the approval of the Committee, the death benefit may be paid in a lump sum amount equal to the actuarially equivalent lump sum value of the payments otherwise provided.
- (d) No vested terminated death benefit shall be payable for any Employee without either a spouse or dependent child at the time of death.

7.4 Other Death Benefits: No other benefits shall be payable hereunder upon the death of an Employee other than those specified in Section 7.1 hereof, or benefits payable under an optional form of payment under the provisions of Article 8 hereof; provided, however, if the amount of insurance coverage provided any Employee under the City of Plano, Texas, Employee's Group Term Life Insurance Plan (disregarding for this purpose any insurance coverage paid for by the Employee) is limited by the application of Title 7 of the Texas Insurance Code, the amount of death benefit not payable thereunder as a result of such limitation shall be payable upon the Employee's death under this Plan.

## ARTICLE 8. OTHER OPTIONAL FORMS OF PAYMENT

8.1 Other Options: An Employee or beneficiary may elect that any benefit provided by the Plan shall be paid in an optional payment form set forth below, provided that payments in such other form shall be the Actuarial Equivalent of the benefit otherwise payable. The optional forms of payment are as follows:

- (a) Lump Sum Payment: A lump sum payment, in cash or kind (at fair market value), but only if the present value of the Employee's nonforfeitable Accrued Benefit is greater than Five Thousand Dollars (\$5,000), but less than Twelve Thousand Dollars (\$12,000), effective August 28, 1995, for all current vested terminated members and all active members of the Retirement Security Plan.
- (b) Life Only Option: A monthly retirement income payable to the retiree during his lifetime. Upon the death of the retiree, payments shall cease.
- (c) Five (5) Year Certain and Life Option: A monthly retirement income payable to the retiree during his lifetime, with the provision that, if the retiree's death occurs before he has received sixty (60) monthly payments (5 years), the remaining number of such payments shall be paid to his designated beneficiary.
- (d) Ten (10) Year Certain and Life Option: A monthly retirement income payable to the retiree during his lifetime, with the provision that, if the retiree's death occurs before he has received one hundred twenty (120) monthly payments (10 years), the remaining number of such payments shall be paid to his designated beneficiary.
- (e) 50% Joint and Survivor Option: A monthly income payable to the retiree during his lifetime, with the provision that, upon his death, his designated beneficiary shall receive a monthly income equal to 50% of the income that the retiree was receiving at the time of his death.
- (f) 100% Joint and Survivor Option: A monthly income payable to the retiree during his lifetime, with the provision that, upon his death, his designated beneficiary shall receive a continuation of 100% of the income the retiree was receiving at the time of his death.

Effective March 28, 2005, in the event of a mandatory distribution greater than \$1,000 but not exceeding \$5,000 in accordance with this paragraph, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator. For accrued benefits of \$1,000 or less and the Participant does not elect to have such distribution to be paid directly to an eligible retirement plan specified by the Participant, the amount shall be distributed to the Participant in a lump sum.

Any optional form of payment elected under this paragraph must provide that the entire interest of the retiree be expected to be distributed to the retiree and his beneficiary over a period certain not exceeding beyond the life expectancy of the retiree or beyond the joint life and last survivor expectancy of the retiree and beneficiary.

8.2 Other Benefits Cancelled by Option: Any Pension, Death Benefit, or other benefit that would otherwise have become payable under this Plan, shall be cancelled and superseded by an option or any other form of payment elected under this Article 8 as of the date such option or other form of payment becomes operative.

8.3 Designation of Beneficiary: Each active or retired Employee may designate a primary beneficiary or beneficiaries and a contingent beneficiary or beneficiaries to receive any benefit that may become payable under this Plan by reason of his death (other than a benefit payable only to his spouse or other qualified contingent pensioner). Such designation shall be made upon the forms furnished by the Committee, and may at any time and from time to time be changed or revoked without notice to the beneficiary or beneficiaries, and shall not be effective unless and until filed with the Committee.

If any Employee shall fail to designate a beneficiary or beneficiaries, or if all those designated by him predecease him, then the beneficiary shall be the Employee's Estate.

8.4 Election of Optional Form of Payment: An Employee whose Accrued Benefit is payable may, in writing to the Employer, elect to receive his benefit under one of the optional forms set forth in Section 8.1 above. The Committee shall not permit the retired Employee to change any prior election after commencement of payment of benefits under the Plan. The Employer shall provide to each active Employee, and each terminated Employee with a vested Accrued Benefit whose benefits have not yet commenced, an election form for electing an optional form, as well as a written explanation of the terms, conditions, and effects of such election as soon as administratively practicable, prior to his date of commencement of payment of benefits or, if earlier, prior to his Normal Retirement Date. Such written election must be filed with the Employer prior to commencement of any payments under the Plan.

8.5 Withholding Tax: Distributions from the Plan shall be subject to applicable tax withholding, including mandatory withholding to the extent applicable.

8.6 Direct Rollover Options for Eligible Rollover Distributions: This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. The following definitions apply to this section:

- (a) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:
  - (1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of 10 years or more;
  - (2) any distribution to the extent such distribution is required under section 401(a)(9) of the Code;

- (3) the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); provided, however, that effective for distributions made after December 31, 2001 a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions (if applicable under the Plan) which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the Code or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible. Effective January 1, 2008, such portion may also be transferred to an individual retirement plan under section 408A of the Code or to any other qualified plan under Code section 401(a) or annuity contract described in section 403(b) of the Code that agrees to separately account for amounts so transferred in accordance with the foregoing; and
- (4) any other exception permitted by law or rules or regulations of the Internal Revenue Service.
- (b) Eligible retirement plan: An eligible retirement plan is any of the following plans or accounts, provided such plan or account accepts the distributee's eligible rollover distribution and, if applicable, agrees to separately account for amounts transferred into such plan or account from this Plan: an individual retirement account or annuity described in section 408 or 408A of the Code; an annuity plan described in section 403(a) of the Code; an annuity contract described in section 403(b) of the Code; an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state; or a qualified trust described in section 401(a) of the Code. However, if the distributee is a beneficiary who is not the surviving spouse of the Participant, an eligible retirement plan is an individual retirement account or annuity described in section 408 or 408A of the Code.
- (c) Distributee: The following individuals may be distributees under this Section 8.6: an Employee, a former Employee, an Employee's or former Employee's surviving spouse, an Employee's or former Employee's spouse or former spouse who is an alternate payee under a qualified domestic relations order (as defined in section 414(p) of the Code), and a designated non-spouse beneficiary.
- (d) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

Any options set forth in this section shall automatically become inoperative and of no effect upon a ruling by the Treasury Department that the options set forth herein are no longer required.

## ARTICLE 9. ADMINISTRATION

9.1 Appointment of Committee: The Plan shall be administered by a Committee consisting of at least five (5) but no more than seven (7) persons who shall be appointed as follows:

- (a) Two (2) members of the Committee shall be appointed by the City Council. These appointees must meet the same eligibility requirements as appointees to City of Plano boards and commissions as described in section 4.07 of the City Charter.
- (b) The remaining members of the Committee shall be city employees appointed by the City Manager.

The members of the Committee shall not receive compensation with respect to their services for the Committee.

9.2 Term of Office: Each member of the Committee shall be appointed for a period of two (2) years, except that when initial appointments are made the appointees shall cast lots and two (2) Committee members will serve for one (1) year. It is the intent of this provision that the terms of the Committee members will be so regulated that the Committee shall not consist entirely of newly appointed members at any one time, except at time of original appointment.

9.3 Committee Powers and Duties: The Committee shall have such powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following powers and duties:

- (a) to develop bylaws and procedures necessary to discharge the Committee's responsibilities outlined herein;
- (b) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;
- (c) to prescribe procedures to be followed by distributees in obtaining benefits;
- (d) to make a determination as to the right of any person to a benefit and to afford any person dissatisfied with such determination the right to a hearing thereon;
- (e) to receive from the Employer and from Employees such information as shall be necessary for the proper administration of the Plan;
- (f) to receive and review the valuation of the Plan made by the Actuary;
- (g) to appoint an Investment Manager(s) to manage the investment of the assets of the Plan; and
- (h) to receive and review reports of the financial condition and of the receipts and disbursements of the Trust Fund from the Trustee; and

- (i) to recommend to the City Council employment of any agents it deems advisable, including, but not limited to, legal counsel.

The Committee shall have no power to add to, subtract from or modify any of the terms of the Plan, nor to change or add to any benefits provided by the Plan, nor to waive or fail to apply any requirements of eligibility for a Pension under the Plan.

A majority of the members of the Committee shall constitute a quorum for the transaction of business. No action shall be taken except upon a majority vote of the Committee members. An individual shall not vote or decide upon any matter relating solely to himself. If, in any case in which a Committee member is so disqualified to act, and the remaining members cannot agree, the Employer will appoint a temporary substitute member to exercise all the powers of the disqualified member concerning the matter in which he is disqualified.

9.4 Duties and Powers of the Plan Administrator: The Plan Administrator shall have such powers as may be necessary to discharge his duties hereunder, including, but not by way of limitation, the following powers and duties:

- (a) to file with the appropriate government agency (or agencies) any reports or other information that may be required;
- (b) to provide to each Employee and each beneficiary receiving benefits hereunder a summary plan description explaining the Plan;
- (c) to cause benefit payments to be made hereunder if approved by the Committee;
- (d) to maintain all records necessary for verification of information required to be filed with the appropriate government agency (or agencies); and
- (e) to administer the Trust Fund on behalf of the Employer.

9.5 Rules and Decisions: The Committee may adopt such rules and actuarial tables as it deems necessary or desirable. All rules and decisions of the Committee shall be uniformly and consistently applied to all Employees in similar circumstances.

Any rule or decision, except as to benefits, which is not inconsistent with the provisions of the Plan, shall be conclusive and binding upon all persons affected by it, and there shall be no appeal from any ruling by the Committee which is within its authority.

When making a determination or calculation, the Committee shall be entitled to rely upon information furnished by the Employer, the legal counsel of the Employer, or the actuary for the Plan.

The Committee may, from time to time, appoint groups of Employees to advise the Committee on matters being considered. Such appointments should be made on a basis to ensure broad representation of Employee interests.

9.6 Unclaimed Benefits: During the time when a benefit hereunder is payable to any beneficiary or distributee, the Committee, upon request by the Trustee, or at its own instance, shall mail by registered or certified mail to such beneficiary or distributee, at his last known address, a written demand for his then address, or for satisfactory evidence of his continued

life, or both. If such information is not furnished to the Committee within twelve (12) months from the mailing of such demand, then the Committee may, in its sole discretion, determine that such beneficiary or distributee is deceased and may declare such benefit, or any unpaid portion thereof, suspended as if the death of the distributee (with no surviving beneficiary) had occurred on the date of the last payment made thereon or the date such beneficiary or distributee first became entitled to receive benefit payments, whichever is later.

## **ARTICLE 10. TRUSTEE AND/OR INVESTMENT MANAGER(S)**

10.1 Appointment of Trustee: A Trustee (or Trustees) shall be appointed by the City Council to administer the Trust Fund.

10.2 Appointment of Investment Manager(s): The Committee may appoint one or more Investment Manager(s) to manage (including the power to acquire or dispose of) such assets of the Trust Fund as may be delegated to it in writing by the Committee.

10.3 Responsibility of Trustee: All contributions under this Plan shall be paid to and held by the Trustee. The Trustee shall invest and reinvest only those assets of the Trust Fund not delegated in writing by the Committee to an Investment Manager(s) and shall not have exclusive management and control of any assets of the Trust Fund other than those not otherwise delegated to an Investment Manager(s) by the Committee. All property and funds of the Trust Fund, including income from investments and from all other sources, shall be retained by the Trustee for the exclusive benefit of Employees, as provided in the Plan, and shall be used to pay benefits to Employees or their beneficiaries, or to pay expenses of administration of the Plan and Trust Fund to the extent not paid by the Employer, except as provided in Section 12.5.

10.4 Responsibility of Investment Manager(s): The Investment Manager(s) shall invest and reinvest only those assets of the Trust Fund delegated to it in writing by the Committee and shall not have exclusive management and control of any assets of the Trust Fund other than those specifically delegated to it by the Committee.

## ARTICLE 11. GUARANTEES AND LIABILITIES

11.1 Non-guarantee of Employment: Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

11.2 Rights to Trust Assets: No Employee shall have any right to, or interest in, any assets of the Trust Fund upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable to such Employee out of the assets of the Trust Fund. Neither the Employer, the Trustee, nor any member of the Committee shall be liable to any Employee or beneficiary for benefits from this Plan, except for those payable from the Trust Fund in accordance with the terms of the Plan and the Trust.

11.3 Non-alienation of Benefits: Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, prior to being received by the person entitled to the benefit under the terms of the Plan. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder shall be void. The Trust Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits hereunder. None of the unpaid Plan benefits or Trust assets shall be considered an asset of the Member in the event of his insolvency or bankruptcy.

The provisions of Subchapters A and C of Chapter 804 of the Texas Government Code shall apply to the Plan. In accordance with section 804.003(b) of the Texas Government Code, the Plan Administrator has the exclusive authority to determine whether a domestic relations order is a qualified domestic relations order; provided, however, that such a determination by the Plan Administrator may be appealed to the Committee in accordance with rules established by the Committee. Any such determination by the Plan Administrator (or by the Committee if appealed to the Committee) shall be final, binding, and conclusive on all parties. In accordance with section 804.004 of the Government Code, the Committee may establish rules pursuant to which the Plan, in the sole discretion of the Plan Administrator, may pay to an alternate payee a single lump sum or a monthly annuity for the life of the alternate payee in lieu of any interest awarded to the alternate payee by a qualified domestic relations order. In accordance with section 804.101 of the Government Code, any remaining interest of an alternate payee or spouse in the Plan shall be terminated by the death of the alternate payee or spouse.

## ARTICLE 12. AMENDMENT AND TERMINATION

12.1 Right to Amend: The Employer reserves the right to make, from time to time, any amendment or amendments to this Plan which do not permit reversion of any part of the Trust Fund to the Employer, except as provided in Section 12.5 and which do not cause any part of the Trust Fund to be used for, or diverted to, any purpose other than the exclusive benefit of Employees included in this Plan. In all cases, amendments to the Plan must be approved by the City Council.

12.2 Right to Terminate and Withdraw: The Employer may at any time terminate the Plan and require the Trustee to liquidate the Trust Fund. If, for any reason, the Employer shall cease to exist, the Plan shall terminate. The termination of the Plan must be approved by the City Council.

12.3 Allocation and Liquidation of Trust Fund: Upon termination of the Plan, the proportionate interests of the Employees of the Employer, and their beneficiaries, respectively, shall be determined by the actuary. The assets of the Trust Fund shall be liquidated and, after the provision is made for the expenses of administration, termination and liquidation, the assets shall be allocated to provide the accrued benefits of Employees and their beneficiaries in the following priority categories:

- (a) Pensions or other benefits in course of payment to retired Employees, and beneficiaries of deceased retired Employees and immediate Pensions for Employees who have reached their Normal Retirement Dates but have not retired.
- (b) Pensions deferred to Normal Retirement Date for Employees who have qualified for an Early Pension.
- (c) Pensions deferred to Normal Retirement Date for Employees who have qualified for a Deferred Vested Pension.

If the funds available in either of categories (a), (b) or (c) are determined to be insufficient to provide all such benefits, the funds and benefits shall be apportioned among the various persons, first in category (a), next in category (b), and next in category (c), in the same proportion as each person's accrued credits bear to the accrued credits of all persons in each such category on an Actuarial Equivalent basis as determined by the actuary.

If the cost of providing for the benefits, first in category (a), next in category (b), and next in category (c) is determined to be less than the total funds available, the balance will be similarly used to the extent available to provide Pensions deferred to Normal Retirement Date for all other Employees under the Plan at the time of termination of the Plan in proportion to the actuarial value of each such Employee's accrued credits, on an Actuarial Equivalent basis as determined by the actuary, as of the date of termination.

The benefit any such participant is entitled to receive under this Section shall be based on the Employee's Compensation and Service accrued with the Employer prior to the date of termination of the Plan, and his right to such benefit shall be considered as vested, regardless of his age and years of Service on the date of termination of the Plan.

12.4 Manner of Distribution: Any distribution after termination of the Plan may be made through the purchase of annuities from a duly licensed insurance company, as determined by the Committee.

In making such distribution, any and all determinations, appraisals, apportionments and allotments shall be made by the Committee acting under the information supplied by the actuary and shall be final and conclusive and not subject to question by any person.

12.5 Amounts Returnable to the Employer: In no event shall the Employer receive any amounts from the Trust, except such amounts, if any, as set forth below:

- (a) Upon termination of the Plan and notwithstanding any other provisions of the Plan, the Employer shall receive such amounts, if any, as may remain after the satisfaction of all liabilities of the Plan to its Employees and beneficiaries, and arising out of any variations between actual requirements and expected actuarial requirements.
- (b) In the event of a contribution made by the Employer by a mistake of fact, such contribution shall be returned to the Employer within one (1) year after payment thereof.

## ARTICLE 13. MISCELLANEOUS

13.1 Payment in Case of Incapacity: In the event that the Plan Administrator shall find that a Participant or other person entitled to receive payment of benefits under the Plan is unable to manage his own affairs because of illness or accident or is a minor, the Plan Administrator may direct that any benefit payment due him, unless a claim shall have been made therefor by a duly appointed legal representative, be paid to his spouse, a child, a parent or other blood relative, or to a person with whom he resides. Any such payment shall be a complete discharge of the liabilities of the Plan therefor.

13.2 Recovery of Overpayments: The Plan has a right of reimbursement and recovery against any person who receives or holds a payment from the Plan in excess of the amount to which such person is entitled under the terms of the Plan. The Plan Administrator or the Trustee may recover the amount overpaid in any manner determined by the Plan Administrator or Trustee to be in the best interests of the Plan, including by legal action against the recipient and/or holder of the overpayment or by offset against other or future benefits payable to or with respect to the participant or beneficiary under the Plan. The provisions of this section are intended to clarify existing rights of the Plan and apply to all past or future overpayments.

13.3 Savings Clause: In the event any provision of the Plan is held to be in conflict with or in violation of any applicable state or federal statute, rule, or decision, all other provisions of this Plan shall continue in full force and effect. In the event that the making of any payment or the provision of any other benefit required under the Plan is held to be in conflict with or in violation of any state or federal statute, rule, or decision or otherwise invalid or unenforceable, such conflict, violation, invalidity, or unenforceability shall not prevent any other payment or benefit from being made or provided under the Plan, and in the event that the making of any payment in full or the provision of any other benefit required under the Plan in full would be in conflict with or in violation of any state or federal statute, rule, or decision or otherwise invalid or unenforceable, then such conflict, violation, invalidity, or unenforceability shall not prevent such payment or benefit from being made or provided in part, to the extent that it would not be in conflict with or in violation of any state or federal statute, rule, or decision or otherwise invalid or unenforceable, and the maximum payment or benefit that would not be in conflict with or in violation of any state or federal statute, rule, or decision or otherwise invalid or unenforceable shall be made or provided under the Plan.

13.4 Governing Law: The Plan shall be construed according to the laws of the State of Texas (without giving effect to the conflicts of laws provisions of any state).

13.5 Notices. The Committee and Plan Administrator may give any notice required to be given to a Participant, beneficiary, or any other person entitled to benefits hereunder, by mailing such notice to such person at the address last furnished to the Plan Administrator or Committee.

**IN WITNESS WHEREOF**, the Employer has caused this instrument to be executed in its name and on its behalf on this \_\_\_\_ day of \_\_\_\_\_, 2011 effective as stated herein.

**CITY OF PLANO, TEXAS**

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_

Diane C. Wetherbee, CITY ATTORNEY

## APPENDIX A

### MINIMUM PENSION FOR CERTAIN ELIGIBLE PARTICIPANTS

2.1A Definition of Primary Social Security Benefit: The amount of monthly benefits which an Employee would be entitled to receive as his "primary insurance amount" assuming: (1) that he has made or will make appropriate application for such benefit; (2) that no event occurs to delay or forfeit any part of such benefit; (3) that if he retires (except for Disability) before his Normal Retirement Date, he will continue to receive until his Normal Retirement Date, remuneration (which would be treated as taxable wages for purposes of the Social Security Act) at the same rate as at the time of Retirement; or (4) that if he retires under the Plan on account of Disability, his Primary Social Security benefit, as herein defined, shall be the benefit payable if his Social Security disability insurance benefit were to be approved at the same time as his Disability Retirement, if he were eligible for such benefit. As used in this subparagraph, the term "primary insurance amount" shall have the meaning ascribed to it in the federal Social Security Act as amended and in effect on the affected Employee's date of death, date of severance, or Normal Retirement Date, whichever is earlier, assuming (except for Disability) commencement at the Employee's Normal Retirement Date. The Committee may adopt and apply appropriate and nondiscriminatory rules and procedures to determine such amounts.

The Committee may, to determine such amounts, use wage estimates for the Employee's pre-separation period where actual wage history is not furnished by Employee. Any such wage estimates shall be made by applying a salary scale, projected backwards, to the Employee's Compensation at his date of separation. Such salary scale shall be six percent (6%). Notice shall be duly given to each Employee explaining the use of such estimates and informing the Employee that he can obtain his actual wage history from the Social Security Administration. If any Employee shall furnish actual wage history in writing to the Committee no later than a reasonable time after his separation or, if later, after he is informed of his plan benefits, the Committee shall determine his Primary Social Security Benefit on the basis of such actual wage history.

6.1A Minimum Normal and Late Pension: If an Employee had attained age sixty (60) on January 1, 1992, was an active participant hereunder on December 31, 1991, and has not at any time been a Highly Compensated Employee, then in no event will his Normal Pension be less than the monthly amount provided under the prior benefit formula (as set forth under the terms of the Plan as in force and effect as of December 31, 1991), which is set out below and which equals (a) minus (b), subject to (c):

- (a) (1) Three Percent (3%) of his Average Monthly Compensation, multiplied by his Credited Service, not to exceed twenty-five (25) years, minus
- (2) Two Percent (2%) of his Primary Social Security Benefit multiplied by his Credited Service, not to exceed twenty-five (25) years.
- (b) The amount of benefit to which he is entitled under TMRS. The amount of such benefit shall be stated in terms of an Actuarially Equivalent five (5) year certain and life Pension, and shall be computed based upon his Employee and Employer account balances as of his date of Retirement, regardless of vesting, including any updated service credits.

- (c) In no event, however, shall the Actuarially Equivalent lump sum value of the above Normal Pension produced by (a) minus (b) above be less than the accumulated value of a benefit equal to Six and Seven-Tenths Percent (6.7%) of the Employee's Compensation during each Plan Year commencing on and after January 1, 1983.

The minimum Late Pension of an Employee who meets the requirements above for a minimum Normal Pension and who retires after his Normal Retirement Date shall be computed the same as the minimum Normal Pension in accordance with the foregoing, considering his Average Monthly Compensation and Credited Service to his actual date of Retirement, but using his Primary Social Security Benefit as of his Normal Retirement Date.

6.2A Minimum Early Pension: If an Employee had attained age sixty (60) on January 1, 1992, was an active participant hereunder on December 31, 1991, and has not at any time been a Highly Compensated Employee, then in no event will his Early Pension be less than the monthly amount provided under the prior benefit formula (as set forth under the terms of the Plan as in force and effect as of December 31, 1991), which is set out below and which equals (a) minus (b), subject to (c):

- (a)
  - (1) Three Percent (3%) of his Average Monthly Compensation, multiplied by his Credited Service, not to exceed twenty-five (25) years, minus
  - (2) Two Percent (2%) of his Primary Social Security Benefit, multiplied by the number, not to exceed twenty-five (25), of the years of Credited Service he would have accumulated if his employment with the Employer had continued uninterrupted to his Normal Retirement Date, with the result being multiplied by the ratio that the number of his years of Credited Service at Retirement bears to the number of years of Credited Service he would have accumulated if his employment with the Employer had continued uninterrupted to his Normal Retirement Date.
- (b) The amount of benefit to which he is entitled under TMRS. The amount of such benefit shall be stated in terms of an Actuarially Equivalent five (5) year certain and life Pension, and shall be computed based upon his Employee and Employer account balances as of his date of Retirement, regardless of vesting, including any updated service credits, increased with interest at a rate determined by the Committee, to Normal Retirement Date.
- (c) In no event, however, shall the Actuarially Equivalent lump sum value of the above Early Pension produced by (a) minus (b) above be less than the accumulated value of a benefit equal to Six and Seven-Tenths Percent (6.7%) of the Employee's Compensation during each Plan Year commencing on and after January 1, 1983.

If payment of an Early Pension commences prior to the Employee's Normal Retirement Date, the amount determined above shall be reduced by one-fifteenth (1/15th) for each of the first five (5) years and one-thirtieth (1/30th) for each of the next five (5) years (and on an Actuarial Equivalent basis thereafter) by which the starting date of Pension payments precedes the Employee's Normal Retirement Date.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	11/14/11
Department:	Budget
Department Head	Karen Rhodes-Whitley
Agenda Coordinator (include phone #): <b>Casey Srader, ext. 5152</b>	

**CAPTION**

An Ordinance of the City of Plano, Texas, transferring the sum of \$68,355 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2011-12 for the purpose of providing funds for the legal fees associated with the dissolution of the Plano Economic Development Board; amending the Budget of the City and Ordinance 2011-9-8, Section 1, Item "A" to reflect the action taken herein; declaring this action to be a case of public necessity; and providing an effective date.

**FINANCIAL SUMMARY**

NOT APPLICABLE       OPERATING EXPENSE       REVENUE       CIP

FISCAL YEAR: <b>2011-12</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	197,252,918	0	<b>197,252,918</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	68,355		<b>68,355</b>
<b>BALANCE</b>	0	197,321,273	0	<b>197,321,273</b>

**FUND(S):      GENERAL FUND**

**COMMENTS:** Supplemental appropriations approved to date for the General Fund, including this item, total \$166,405. The current General Fund balance supports this supplemental appropriation in the amount of \$68,355.

**STRATEGIC PLAN GOAL:** Providing funding for legal fees associated with the dissolution of the Plano Economic Development Board relates to the City's goal of Strong Local Economy.

**SUMMARY OF ITEM**

Supplemental Appropriation No. 3

To approve funding for legal fees associated with the dissolution of the Plano Economic Development Board. The Plano Economic Development Board was dissolved in FY 2010-11 and the legal expenses to dissolve this Board were booked and accrued to the Economic Development Fund in FY 2010-11. The Economic Development Fund was closed-out at the end of FY 2010-11. Upon dissolution of the Plano Economic Development Board, the remaining fund balance of \$1,238,731.75 in the Economic Development Fund was transferred to the General Fund. The cash payment for these legal fees will be paid in FY 2011-12 from the General Fund to the Plano Economic Development Board.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

List of Supporting Documents: Supplemental Appropriation Log Strasburger & Price, L.L.P. Invoice	Other Departments, Boards, Commissions or Agencies

**An Ordinance of the City of Plano, Texas, transferring the sum of \$68,355 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2011-12 for the purpose of providing funds for legal fees associated with the dissolution of the Plano Economic Development Board; amending the Budget of the City and Ordinance No. 2011-9-8, Section 1, Item "A" to reflect the action taken herein; declaring this action to be a case of public necessity; and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano approved and adopted the Budget for the City for Fiscal Year 2011-12 setting the appropriations for the General Fund at \$197,252,918; and

**WHEREAS**, the Plano Economic Development Board has previously assisted and collaborated with the City on many economic development projects; and

**WHEREAS**, all economic activity and projects will now be done internally and the Plano Economic Development Board has been dissolved and the Economic Development function has been absorbed within the General Fund; and

**WHEREAS**, the City Council deems it to be in the best interest of the City of Plano and its citizens to expend public funds for legal costs associated with dissolving the Plano Economic Development Board and based upon the recitals set forth above, that such expenditure furthers the public welfare; and

**WHEREAS**, such necessary and essential costs cannot be fully met through appropriations in the existing General Fund Budget; and

**WHEREAS**, the City Council now finds that additional appropriations to the General Fund Operating Appropriation should be made in order to provide additional funding for these costs; and that such action is a public necessity.

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

**SECTION I.** The sum of SIXTY EIGHT THOUSAND THREE HUNDRED FIFTY-FIVE DOLLARS (\$68,355) is hereby transferred from the General Fund unappropriated fund balance to the General Fund operating appropriation for payment to the Plano Economic Development Board.

**SECTION II.** The Budget of the City of Plano for Fiscal Year 2011-12 as adopted by Ordinance No. 2011-9-8 is amended to reflect the action taken herein.

**SECTION III.** The action taken herein are found and declared to be a case of public necessity.

**SECTION IV.** This supplemental appropriation Ordinance No. 3 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE 14<sup>TH</sup> DAY OF NOVEMBER, 2011.

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Phil Dyer, **MAYOR**

ATTEST:

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Diane Zucco, **CITY SECRETARY**

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Diane C. Wetherbee, **CITY ATTORNEY**

**FY 2011-12  
SUPPLEMENTAL APPROPRIATIONS**

<b>Description</b>	<b>Department</b>	<b>Amount</b>
Supplemental Appropriation for Special Election Contract with Collin County	City Secretary	94,187
Supplemental Appropriation for Special Election Contract with Denton County	City Secretary	3,863
Supplemental Appropriation for legal fees for PEDB dissolutuion		68,355
<b>TOTAL GENERAL FUND APPROPRIATIONS</b>		<b>\$ 166,405</b>
<b>TOTAL CATV FUND APPROPRIATIONS</b>		<b>\$ -</b>
<b>TOTAL CAPITAL RESERVE FUND APPROPRIATIONS</b>		<b>\$ -</b>
<b>TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS</b>		<b>\$ -</b>
<b>TOTAL WATER &amp; SEWER FUND</b>		<b>\$ -</b>
<b>TOTAL SUSTAINABILITY &amp; ENVIRONMENTAL FUND APPROPRIATIONS</b>		<b>\$ -</b>
<b>TOTAL CONVENTION &amp; TOURISM FUND APPROPRIATIONS</b>		<b>\$ -</b>
<b>TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS</b>		<b>\$ -</b>
<b>TOTAL PROPERTY MANAGEMENT FUND APPROPRIATIONS</b>		<b>\$ -</b>
<b>TOTAL GOLF COURSE FUND APPROPRIATIONS</b>		<b>\$ -</b>
<b>TOTAL RECREATION FUND APPROPRIATIONS</b>		<b>\$ -</b>
<b>TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS</b>		<b>\$ -</b>
<b>GRAND TOTAL ALL FUNDS</b>		<b>\$ 166,405</b>

**STRASBURGER & PRICE, L.L.P.**

ATTORNEYS AND COUNSELORS  
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

P.O. BOX 50100

DALLAS, TEXAS 75250-9989

Phone: 214/651-4300

TIN: 75-0838805

Plano Economic Development Board, Inc.  
Attn: Sally Bane, Executive Director  
5601 Granite Parkway, Suite 310  
Plano, TX 75024

September 30, 2011  
C/M: 20268.0102  
INVOICE NO. 596667  
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RE: Corporate Advice

FOR PROFESSIONAL SERVICES RENDERED THRU 09/30/11	\$	68,095.50
DISBURSEMENTS THRU 09/30/11	\$	259.10
TOTAL AMOUNT DUE	\$	<u>68,354.60</u>

**ITEMIZED SERVICES BILL**

DATE	DESCRIPTION	NAME	HOURS
8/1/11	Prepare for board meeting; attend board meeting; revise dissolution plan; review board minutes; conference with Elmer Murphey; revise letter to City of Plano and conference with Elmer Murphey about the same; review and revise board minutes; conference and strategize with Elmer Murphey regarding record retention requirements; review 990 reporting requirements;	BF	3.50
8/1/11	Prepare for Board meeting; attend Board meeting; draft letter to City of Plano regarding \$25,000 donation; telephone conference between Elmer Murphey and Tom Quirk regarding such letter; review draft of August 1 minutes; telephone conference between Elmer Murphey and Brad Fletcher;	EM	3.50

**STRASBURGER & PRICE, L.L.P.**

ATTORNEYS AND COUNSELORS

Plano Economic Development Board, Inc.

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DATE	DESCRIPTION	NAME	HOURS
8/2/11	Meeting with Elmer Murphey to discuss assignments and record retention requirements; review law on record retention; attention to board minutes and analyze the same with Elmer Murphey; revise resolution for dissolution plan to comply with board's decisions in board meeting;	BF	2.70
8/2/11	Review Texas public agency document retention schedule and email from Sally Bane regarding archival of documents; review email from client regarding Data Storage Proposal; draft insert for August 1 Minutes as to assignment of lease; review insert for lease; telephone conference between Elmer Murphey and Tom Quirk regarding execution of Assignment of Lease; telephone conference between Elmer Murphey and Greg Fuller regarding same;	EM	1.40
8/3/11	Attention to record retention issue;	BF	1.40
8/4/11	Telephone conference between Elmer Murphey and Brad Fletcher regarding Notice to Claimants, if any, and review of Texas Business Organizations Code regarding same;	EM	0.50
8/5/11	Review and analyze the provisions of the Texas Business Organization Code regarding dissolving a non-profit corporation and the notice required to be given of winding up and to whom the notice of the adoption of the Motion to Dissolve be given;	FJF	2.00
8/7/11	Review Assignment and Assumption of Lease and provide comments to Tom Quirk by email; draft dissolution event timeline;	EM	2.80
8/8/11	Review dissolution timeline; conference between Elmer Murphey and David Ovard regarding pending litigation and dissolution issues;	EM	1.60

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DATE	DESCRIPTION	NAME	HOURS
8/9/11	Draft revised dissolution timeline; telephone conference among Elmer Murphey, Fred Fowler and Tom Quirk regarding various issues during dissolution; telephone conference among Elmer Murphey, Rider Scott, Fred Fowler and Tom Quirk regarding various issues; conference among Elmer Murphey, Fred Fowler and David Ovard regarding litigation issues;	EM	7.40
8/9/11	Analyze the Texas Business Organization Code provisions applicable to dissolving a non-profit corporation and the requirement to give notice as applicable to the parties with whom the Plano Economic Development Board has contracts; conference telephone calls among Tom Quirk, Elmer Murphey and Fred Fowler regarding dissolution issues; analyze issues relating to records that need to be retained by the Plano Economic Development Board and how to handle post-dissolution Open Records Requests; conference among Elmer Murphey, David Ovard and Fred Fowler regarding litigation issues;	FJF	6.00
8/9/11	Telephone conference among Tom Quirk, Elmer Murphey and Fred Fowler regarding various issues;	RS	1.10
8/10/11	Draft form of notice as required by the Texas Business Organizations Code in connection with the dissolution of Plano Economic Development Board; analyze and draft list of Plano Economic Development Board Dissolution Issues and conference with Elmer Murphey regarding same; analyze the requirements of the Texas Business Organizations Code regarding the requirements of the Certificate of Termination to be filed; analyze whether Abatement Agreements of the Plano Economic Development Board whose term has not expired need to be assigned to the City of Plano in connection with the dissolution of the Plano Economic Development Board;	FJF	5.50

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DATE	DESCRIPTION	NAME	HOURS
8/11/11	Review and revise drafts of emails to Mr. Quirk and Ms. Bane regarding post-dissolution issues; review Abatement Agreement with Crossmark to determine if it needs to be assigned to the City of Plano; reviewing the revised draft of the Minutes of the August 1 Plano Economic Development Board Board meeting actions being taken in connection with dissolution; analyze the Lease Assignment and Assumption Agreement regarding releasing the Plano Economic Development Board from further liability;	FJF	4.60
8/12/11	Conference between Elmer Murphey and Fred Fowler regarding Tom Quirk and Sally Bane lists and next step; telephone conference between Elmer Murphey and Tom Quirk related to dissolution items; review revised dissolution task lists to Tom Quirk and Sally Bane; conference between Elmer Murphey and Fred Fowler regarding same;	EM	2.60
8/12/11	Revising drafts of emails to Mr. Quirk and Ms. Bane regarding dissolution issues; conference between Elmer Murphey and Fred Fowler regarding Mr. Murphey's telephone conference with Mr. Quirk and further revisions to the drafts of emails to Mr. Quirk and Ms. Bane as a result;	FJF	3.20
8/15/11	Telephone conference among Elmer Murphey, Fred Fowler and Tom Quirk regarding various issues; review email from Sally Bane as to list of questions to her; conference between Elmer Murphey and Fred Fowler regarding open issues and related strategy;	EM	1.60

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DATE	DESCRIPTION	NAME	HOURS
8/15/11	Reviewing latest draft of the Granite Office Park Lease Assignment and Assumption Agreement forwarded by Mr. Sladek and drafting a provision to be added thereto releasing PEDB from all liability thereunder; conference call among Elmer Murphey, Fred Fowler and Tom Quirk regarding issues list sent to Mr. Quirk; telephone conference with Mr. Sladek regarding the additional language the PEDB is proposing be added to the Lease Assignment and Assumption Agreement and the reasons for same; beginning to analyze the email and its attachment from Sally Bane regarding responses to issues list sent to Mr. Quirk;	FJF	4.50
8/16/11	Review package of documents from Sally Bane; conference between Elmer Murphey and Fred Fowler as to approval of language in Assignment by Granite and next step;	EM	0.40
8/16/11	Email to Mr. Sladek explaining PEDB's position with respect to requested change to Lease Assignment and Assumption; email to Mr. Quirk advising of Granite Park's approval of requested change to Lease Assignment and Assumption; continuing to analyze the documents received from Sally Bane responding to issues list sent to Mr. Quirk;	FJF	2.50
8/17/11	Analyzing the existing PEDB Records Retention Policy and how it will affect the records to be retained post dissolution; reviewing and revising the draft of the Minutes of the PEDB Board meeting of August 1, 2011; telephone conference with Mr. Geisel of Plano Data Storage regarding what services it will provide for records post dissolution; further telephone conference with Mr. Geisel of Plano Data Storage regarding services that Plano Data will provide; reviewing CC Intellect Agreement and searching for information on Atlas Advertising;	FJF	5.20

**STRASBURGER & PRICE, L.L.P.**  
ATTORNEYS AND COUNSELORS

Plano Economic Development Board, Inc.

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DATE	DESCRIPTION	NAME	HOURS
8/19/11	Review Texas Public Information Act rules; draft deed of gift from PEDB to City of Plano; draft acknowledgement of gift; research case law on Texas Public Information Act;	BF	2.80
8/19/11	Telephone conference between Elmer Murphey and Fred Fowler regarding preparation for meeting on Monday with Sally Bane and Tom Quirk; review Plano Economic Development Board documents; review email from Tom Quirk regarding Monday meeting; telephone conference between Elmer Murphey and Tom Quirk regarding same; continue to review documents in preparation for meeting on Monday;	EM	3.80
8/19/11	Further analyzing of Ms. Bane's email responding to dissolution issues; reviewing dissolution issues and documents in preparation for matters to be covered in meeting with Mr. Quirk and Ms. Bane;	FJF	2.50
8/21/11	Prepare for meeting tomorrow with Sally Bane and Tom Quirk;	EM	4.00
8/21/11	Draft Assignment to assign Plano Economic Development Board's interest in the TexasOne Program to the City of Plano;	FJF	0.50
8/22/11	Prepare for meeting with Tom Quirk and Sally Bane including review of specific questions; participate in meeting; conference calls with Texas Attorney General Public Information Act division regarding PEDB's records;	BF	5.00
8/22/11	Prepare for meeting with Tom Quirk and Sally Bane; attend meeting among Tom Quirk, Sally Bane, Fred Fowler, Brad Fletcher, David Ovard and Elmer Murphey regarding dissolution issues;	EM	4.00

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DATE	DESCRIPTION	NAME	HOURS
8/22/11	Reviewing Assignment Agreement with respect to the TexasOne Program; conference between Brad Fletcher and Fred Fowler regarding changes to the Gifting Instrument from Plano Economic Development Board to City of Plano; conference between Elmer Murphey, David Ovard and Fred Fowler regarding litigation issues; attending meeting among Tom Quirk, Sally Bane, Elmer Murphey, Brad Fletcher, David Ovard and Fred Fowler regarding dissolution issues and strategy; reviewing additional emails between Sally Bane and Jeff Dowdle with CoStar Realty; telephone conference with Jeff Dowdle with CoStar Realty regarding CoStar Realty License and possible need for a separate Assignment and Assumption Agreement;	FJF	4.60
8/23/11	Draft memorandum to Tom Quirk detailing board member duties; revise deed of gift; call with Texas Attorney General's Office; review Attorney General Opinions regarding Public Information Act;	BF	2.90
8/23/11	Email to Tom Quirk as to dissolution issues, etc.; prepare categories of records and confer with Fred Fowler as to other dissolution issues;	EM	2.60
8/23/11	Conference between Elmer Murphey and Fred Fowler regarding issues discussed with Tom Quirk and Sally Bane; telephone conference with Diane Wetherbee regarding preparation of required Assignment and Assumption Agreements; telephone conference with Tom Quirk reporting on discussion with Diane Wetherbee; revising notification letters;	FJF	2.70
8/24/11	Conferences with Fred Fowler regarding dissolution issues; revise deed of gift;	BF	1.40

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DATE	DESCRIPTION	NAME	HOURS
8/24/11	Conference between Fred Fowler and Brad Fletcher regarding post dissolution issues; reviewing and responding to Diane Wetherbee's email regarding terminating the Atlas Advertising web hosting agreement rather than doing an Assignment and Assumption Agreement; reviewing and responding to Sally Bane's emails regarding terminating the plant maintenance agreement with Corporate Green; reviewing Sally Bane's email to Jeff Dowdle regarding CoStar Realty preparing an Assignment and Assumption Agreement;	FJF	2.00
8/25/11	Reviewing and drafting revisions to the Crossmark Assignment and Acknowledgement Agreement forwarded by Ms. Wetherbee; revising draft of Gifting Instrument and email to Ms. Wetherbee regarding same; reviewing and revising Memorandum to Mr. Quirk regarding Duties of Board of Trustees Post Dissolution; drafting letter for Mr. Quirk's signature transmitting Crossmark Assignment to Crossmark; further analysis of dissolution issues and conference with Rider Scott regarding same;	FJF	4.50
8/26/11	Conference call with Charles Hosch regarding transfer of a trademark and special documentation; conference with Fred Fowler to discuss what needs to be done for the trademark;	BF	1.00
8/26/11	Email to Ms. Bane regarding transmitting Crossmark Assignment and Acknowledgement Agreement to Crossmark; telephone conference with Debbie Smith of Guaranty Insurance Services regarding insurance questions and email to Debbie Smith regarding same; intrafirm conference with Brad Fletcher regarding possible need to file assignment document with the Patent and Trademark Office to assign Plano Economic Development Board's trademark;	FJF	2.40
8/27/11	Prepared draft of trademark assignment;	CMH	0.40

**STRASBURGER & PRICE, L.L.P.**  
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DATE	DESCRIPTION	NAME	HOURS
8/29/11	Conference call with Texas Attorney General's office (Jessie Harvey) to follow-up on document retention requirements; call with Texas Library and Archives Commission; review email from the same; review and revise trademark transfer document; conference with Fred Fowler regarding discussion with Texas Attorney General's office;	BF	3.30
8/29/11	Email to Sally Bane regarding instructions for execution of the Gifting Instrument; reviewing and revising draft of Trademark Assignment with respect to the trademark "Smart People. Smart Place"; conference between Brad Fletcher and Fred Fowler regarding Mr. Fletcher's discussions with the Texas Attorney General's office regarding responsibility for maintaining Plano Economic Development Board's books and records post closing; reviewing email from Debbie Smith responding to insurance questions;	FJF	2.00
8/30/11	Email to Sally Bane and Debbie Smith, with Guaranty Insurance, regarding insurance matters; reviewing Attorney General Opinions on question of whether Plano Economic Development Board is subject to complying with Public Information Act requests and analyzing what the obligations are of Plano Economic Development Board to respond to Public Information Act Requests post dissolution;	FJF	3.00
8/31/11	Telephone conference with Debbie Smith of Guaranty Insurance regarding insurance matters; email to Diane Wetherbee responding to question regarding disposition of assets covered by gift declaration;	FJF	0.50
9/2/11	Reviewing and revising Trademark Assignment and completing cover sheet for filing with the USPTO; conference with Charles Hosch regarding same; email to Diane Wetherbee regarding Trademark Assignment;	FJF	1.00

**STRASBURGER & PRICE, L.L.P.**  
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DATE	DESCRIPTION	NAME	HOURS
9/6/11	Reviewing file materials and emails from Tom Quirk and Sally Bane for preparation of list of outstanding issues to be discussed with Mr. Quirk; reviewing changes to Trademark Assignment Agreement proposed by Diane Wetherbee and email to Sally Bane with instructions on execution of same;	FJF	1.60
9/7/11	Review and respond to email from Tom Quirk; conference call with Elmer Murphey; conference call with Tom Quirk;	BF	0.60
9/7/11	Prepare for call to Tom Quirk; telephone conference among Elmer Murphey, Fred Fowler, Brad Fletcher and Tom Quirk regarding Public Information Act issue;	EM	1.30
9/7/11	Reviewing status of various pending agreements and emails to Sally Bane following up on such agreements; preparing chart reflecting documents needed for dissolution and status of each document; conference call among Tom Quirk and Elmer Murphey, Brad Fletcher and Fred Fowler regarding results of discussions with Texas Attorney General's office regarding records issues; conference among Elmer Murphey, Brad Fletcher and Fred Fowler regarding additional follow up with Texas Attorney General's office;	FJF	2.20
9/8/11	Attention to updating chart reflecting status of various documents needed for dissolution; attention to updating the list of issues to be addressed; further review of the Texas Attorney General opinions;	FJF	2.30
9/9/11	Follow-up telephone conference with Jessie Harvey of Texas Attorney General's office regarding records issues; draft summary of call with Mr. Harvey in email to Elmer Murphey and Fred Fowler; follow-up conference call from Mr. Harvey;	BF	1.30

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DATE	DESCRIPTION	NAME	HOURS
9/12/11	Email and voice mail to Tom Quirk; emails from and to Tom Quirk; additional emails to and from Tom Quirk regarding various issues;	EM	0.50
9/13/11	Reviewing Texas Business Corporations Act provisions regarding procedure for changing registered agent and registered office; drafting resolutions to effect same; attention to requirements of Certificate of Termination;	FJF	2.50
9/14/11	Conference call among Elmer Murphey, Fred Fowler and Tom Quirk regarding various open issues relating to dissolution of Plano Economic Development Board and need for a Special Meeting of the Board of Trustees to discuss such issues; beginning preparation for Special Board of Trustees Meeting;	FJF	3.20
9/15/11	Conference with Fred Fowler regarding assignments, meeting agenda and attorney general advice regarding records;	BF	0.20
9/15/11	Further review and revisions to Minutes of August 1, 2011 Board meeting; reviewing changes to the Crossmark Assignment received from Diane Wetherbee and preparing further changes thereto and email to Sally Bane and Diane Wetherbee explaining the same; further preparation for September 21 Board meeting including analyzing various provisions of the Texas Business Organizations Code to be reviewed with the Board of Trustees;	FJF	2.60
9/16/11	Reviewing revised CoStar Realty Assignment of License Agreement; conference call among Diane Wetherbee, Sally Bane, Denise Tacke, Fred Fowler and Elmer Murphey regarding dissolution issues;	FJF	4.70
9/18/11	Conference call among Elmer Murphey, Fred Fowler and Rider Scott regarding Public Information Act issues; preparing information to be distributed to the Board of Trustees at its meeting on September 21;	FJF	3.50

**STRASBURGER & PRICE, L.L.P.**  
ATTORNEYS AND COUNSELORS

Plano Economic Development Board, Inc.

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DATE	DESCRIPTION	NAME	HOURS
9/19/11	Preparation of Certificate of Termination and Change of Registered Agent/Office for Plano Economic Development Board, Inc.; telephone conference with Secretary of State regarding the need for a good standing certificate to file with Certificate of Termination;	DK	1.60
9/19/11	Telephone conference with Robert Browning regarding status of execution of Crossmark Assignment Agreement by Crossmark; email to Robert Browning regarding same; telephone conference with Sally Bane regarding various dissolution issues;	FJF	2.40
9/20/11	Conference with Fred Fowler regarding Public Information Act issues; further research regarding the same; prepare documentation for board meeting;	BF	2.10
9/20/11	Conference with Rider Scott regarding Public Information Act issues; internal conference with David Ovard regarding issues post dissolution relating to pending litigation; telephone conference with Robert Browning following up on execution of Crossmark Assignment;	FJF	2.20
9/21/11	Prepare for client meeting; draft memorandum summarizing information obtained from Attorney General and Library and Archives Commission; analysis of certain board duties post dissolution; attend board meeting;	BF	4.60
9/21/11	Reviewing file materials in preparation for Board meeting; reviewing and revising outline of matters to be covered with the Board at Board meeting; conference with Rider Scott regarding Public Information Act issues to be covered with the Board; reviewing litigation status memorandum to be discussed with the Board; attending Board meeting;	FJF	4.00

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DATE	DESCRIPTION	NAME	HOURS
9/22/11	Telephone conference with Debbie Smith at Guaranty Insurance Services regarding insurance matters; attention to reviewing file materials and assembling information for insurance matters; conference with Rider Scott regarding costs that can be charged for gathering information to respond to Public Information Act request; telephone conference with Robert Browning regarding status of execution of Crossmark Assignment and Acknowledgement Agreement;	FJF	4.20
9/23/11	Review Form 990 issues related to filing of final Form 990;	BF	0.50
9/23/11	Forward Change of Registered Agent/Office to Capitol Services for filing;	DK	0.20
9/23/11	Conference between Elmer Murphey and Fred Fowler regarding records retention, etc.;	EM	0.60
9/23/11	Further attention to insurance matters; reviewing information received for Application from Sally Bane regarding insurance matters and following up with questions regarding same; telephone conference with Tom Quirk regarding various issues; emails and further telephone conference with Mr. Quirk regarding various dissolution issues;	FJF	4.00
9/25/11	Conference between Elmer Murphey and Fred Fowler regarding meeting tomorrow with Tom Quirk; telephone conference between Elmer Murphey and Fred Fowler and Rider Scott regarding same;	EM	2.00
9/25/11	Conference among Elmer Murphey, Rider Scott and Fred Fowler regarding matters to be discussed with Tom Quirk tomorrow;	FJF	2.00
9/26/11	Conferences with Fred Fowler about retention of tax returns; review and respond to emails from Sally Bane regarding tax return retention; review Treas. Regs. to confirm retention requirements of financial support for tax return;	BF	0.50

**STRASBURGER & PRICE, L.L.P.**  
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DATE	DESCRIPTION	NAME	HOURS
9/26/11	Conference at United Health Care among Tom Quirk, Elmer Murphey and Fred Fowler regarding various post dissolution issues; conference call among Todd Geisel of Plano Data, Sally Bane, Rider Scott and Fred Fowler regarding post dissolution record retention issues; review of emails from Sally Bane regarding Public Information Act Requests received from Mr. Lagos; review of prior files regarding how similar requests from Mr. Lagos were handled; reviewing spreadsheet from Sally Bane regarding prior Public Information Act Requests from Mr. Lagos; multiple telephone calls with Susan Van Meter at Guaranty Insurance regarding insurance matters;	FJF	2.20
9/27/11	Drafting email to Mr. Quirk responding to various matters; internal conference with Brad Fletcher regarding tax issues; reviewing and revising proposed Agreement with Plano Data and internal conference with Rider Scott regarding same; conference between Elmer Murphey and Fred Fowler regarding open issues related to dissolution of Plano Economic Development Board; conference call among Elmer Murphey and Fred Fowler and Sally Bane regarding Public Information Act requests from Mr. Lagos; telephone conference with Suzanne Van Meter regarding insurance issues; additional internal conference with Brad Fletcher regarding tax issues;	FJF	2.00

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DATE	DESCRIPTION	NAME	HOURS
9/28/11	Reviewing and further revisions to revised draft of proposed Agreement with Plano Data; telephone calls and email correspondence with Suzanne Van Meter at Guaranty Insurance regarding insurance issues; reviewing email from Jack Lagos alleging cover up between City of Plano and Plano Economic Development Board; emails to Plano Economic Development Board members regarding various matters; telephone conference with Todd Geisel regarding revisions to Plano Data Technical Services Agreement; further telephone calls with Suzanne Van Meter regarding insurance issues;	FJF	2.50

9/29/11	Multiple telephone calls with Suzanne Van Meter regarding insurance matters; telephone conference with Tom Quirk regarding Mr. Lagos email and various dissolution issues; further telephone conference with Tom Quirk regarding dissolution issues; review and revisions to revised draft of proposed agreement with Plano Data received from Todd Geisel;	FJF	2.50
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TOTAL HOURS: 187.5

TOTAL FOR SERVICES \$ 68,095.50

**NAME RECAP**

INIT	NAME	RATE	HOURS	AMOUNT
CMH	Charles M. Hosch	365.00	0.40	146.00
EM	Elmer Murphey	365.00	40.60	14,819.00
BF	Brad Fletcher	365.00	33.80	12,337.00
RS	Rider Scott	365.00	1.10	401.50
FJF	Fred J. Fowler	365.00	109.80	40,077.00
DK	Dana Knollenberg	175.00	1.80	315.00
	TOTAL		187.50	\$68,095.50

**STRASBURGER & PRICE, L.L.P.**  
ATTORNEYS AND COUNSELORS

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**ITEMIZED DISBURSEMENT BILL**

DATE	DESCRIPTION	AMOUNT
08/23/2011	GENERAL RECORDS / REPORTS - CAPITOL SERVICES, INC.	53.30
09/30/2011	COPY CHARGES	205.80
TOTAL DISBURSEMENTS		<u>\$259.10</u>

**CURRENT AMOUNT DUE SUMMARY SECTION**

CURRENT FEES	\$	68,095.50
CURRENT DISBURSEMENTS	\$	259.10
CURRENT TOTAL DUE	\$	<u>68,354.60</u>

**PREVIOUS INVOICES OUTSTANDING**

INVOICE NO. 593276	August 19, 2011	2,083.30
TOTAL		\$ 2,083.30
<b>TOTAL BALANCE DUE</b>	<b>\$</b>	<b>70,437.90</b>

**STRASBURGER & PRICE, L.L.P.**  
ATTORNEYS AND COUNSELORS



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/11		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Katherine Crumbley - x-7479</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending September 30, 2011 and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2010-2011</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	0	0	0	<b>0</b>
<b>FUND(S):</b>				
<b>COMMENTS:</b> This item has no fiscal impact. STRATEGIC PLAN GOAL: Investment Portfolio Summary Reviews relate to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Quarterly Investment report ending September 30, 2011.				
List of Supporting Documents: Investment Portfolio Summary			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending September 30, 2011 and providing an effective date.**

**WHEREAS**, the City Council has been presented the City of Plano’s Investment Portfolio Summary for the Quarter Ending September 30, 2011, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Investment Portfolio Summary”); and

**WHEREAS**, the Public Funds Investment Act at Texas Government Code, Section 2256.005, requires the governing body of an investing entity to review its investment policy and investment strategies not less than annually; and

**WHEREAS**, upon full review and consideration of the Investment Portfolio Summary, and all matters attendant and related thereto, the City Council is of the opinion that the same should be approved.

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

**Section I.** The City of Plano’s Investment Portfolio Summary for the Quarter Ending September 30, 2011, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things approved.

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

**DULY PASSED AND APPROVED** this the 14th day of November, 2011.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

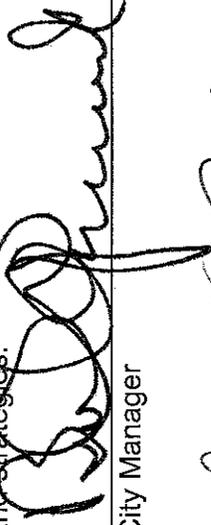
\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**City of Plano**  
**INVESTMENT PORTFOLIO SUMMARY**  
**For the Quarter Ended**  
**September 30, 2011**

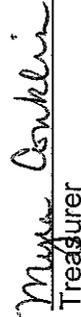
The investment portfolio of the City of Plano is in compliance with the Public Funds Investment Act and the City's Investment Policy and strategies.



City Manager



Director of Finance



Treasurer



Treasury Analyst

**Federal Reserve Press Release, September 21, 2011**

Information received since the Federal Open Market Committee met in August indicates that economic growth remains slow. Recent indicators point to continuing weakness in overall labor market conditions, and the unemployment rate remains elevated. Household spending has been increasing at only a modest pace in recent months despite some recovery in sales of motor vehicles as supply-chain disruptions eased. Investment in nonresidential structures is still weak, and the housing sector remains depressed. However, business investment in equipment and software continues to expand. Inflation appears to have moderated since earlier in the year as prices of energy and some commodities have declined from their peaks. Longer-term inflation expectations have remained stable.

Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. The Committee continues to expect some pickup in the pace of recovery over coming quarters but anticipates that the unemployment rate will decline only gradually toward levels that the Committee judges to be consistent with its dual mandate. Moreover, there are significant downside risks to the economic outlook, including strains in global financial markets. The Committee also anticipates that inflation will settle, over coming quarters, at levels at or below those consistent with the Committee's dual mandate as the effects of past energy and other commodity price increases dissipate further. However, the Committee will continue to pay close attention to the evolution of inflation and inflation expectations.

To support a stronger economic recovery and to help ensure that inflation, over time, is at levels consistent with the dual mandate, the Committee decided today to extend the average maturity of its holdings of securities. The Committee intends to purchase, by the end of June 2012, \$400 billion of Treasury securities with remaining maturities of 6 years to 30 years and to sell an equal amount of Treasury securities with remaining maturities of 3 years or less. This program should put downward pressure on longer-term interest rates and help make broader financial conditions more accommodative. The Committee will regularly review the size and composition of its securities holdings and is prepared to adjust those holdings as appropriate.

To help support conditions in mortgage markets, the Committee will now reinvest principal payments from its holdings of agency debt and agency mortgage-backed securities in agency mortgage-backed securities. In addition, the Committee will maintain its existing policy of rolling over maturing Treasury securities at auction.

The Committee also decided to keep the target range for the federal funds rate at 0 to 1/4 percent and currently anticipates that economic conditions--including low rates of resource utilization and a subdued outlook for inflation over the medium run--are likely to warrant exceptionally low levels for the federal funds rate at least through mid-2013.

The Committee discussed the range of policy tools available to promote a stronger economic recovery in a context of price stability. It will continue to assess the economic outlook in light of incoming information and is prepared to employ its tools as appropriate.

<u>Asset Type</u>	<u>Ave. Yield</u>	<u>September 30, 2011</u>		<u>June 30, 2011</u>	
		<u>End Book Value</u>	<u>End Market Value</u>	<u>End Book Value</u>	<u>End Market Value</u>
Pools/NOW Accounts	0.10%	114,436,512.80	114,436,512.80	125,624,730.33	125,624,730.33
Certificates of Deposit	0.87%	32,468,748.71	32,468,748.71	32,500,253.27	32,500,253.27
FFCB Bonds	0.88%	-	-	10,019,772.15	10,010,420.00
FHLB Bonds	1.43%	66,866,385.79	68,036,384.39	106,160,291.37	107,046,996.18
FHLMC Bonds	1.29%	83,832,557.18	85,347,704.00	88,495,187.31	89,009,624.00
FNMA Bonds	0.86%	67,315,391.70	67,995,449.00	38,865,946.98	39,224,331.00
<b>Totals</b>		<b>364,919,596.18</b>	<b>368,284,798.90</b>	<b>401,666,181.41</b>	<b>403,416,354.78</b>

<b>Average Yield (1):</b>	Total Portfolio	0.88%	<b>Fiscal Year-to-Date Average Yield (2):</b>	Total Portfolio	1.00%
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<b>This Quarter:</b>	
Rolling Six Month Treasury Yield	0.06%
Rolling Two Year Treasury Yield	0.28%
TexPool Yield	0.08%

<b>Last 12 Months:</b>	
Rolling Six Month Treasury Yield	0.13%
Rolling Two Year Treasury Yield	0.50%
TexPool Yield	0.13%

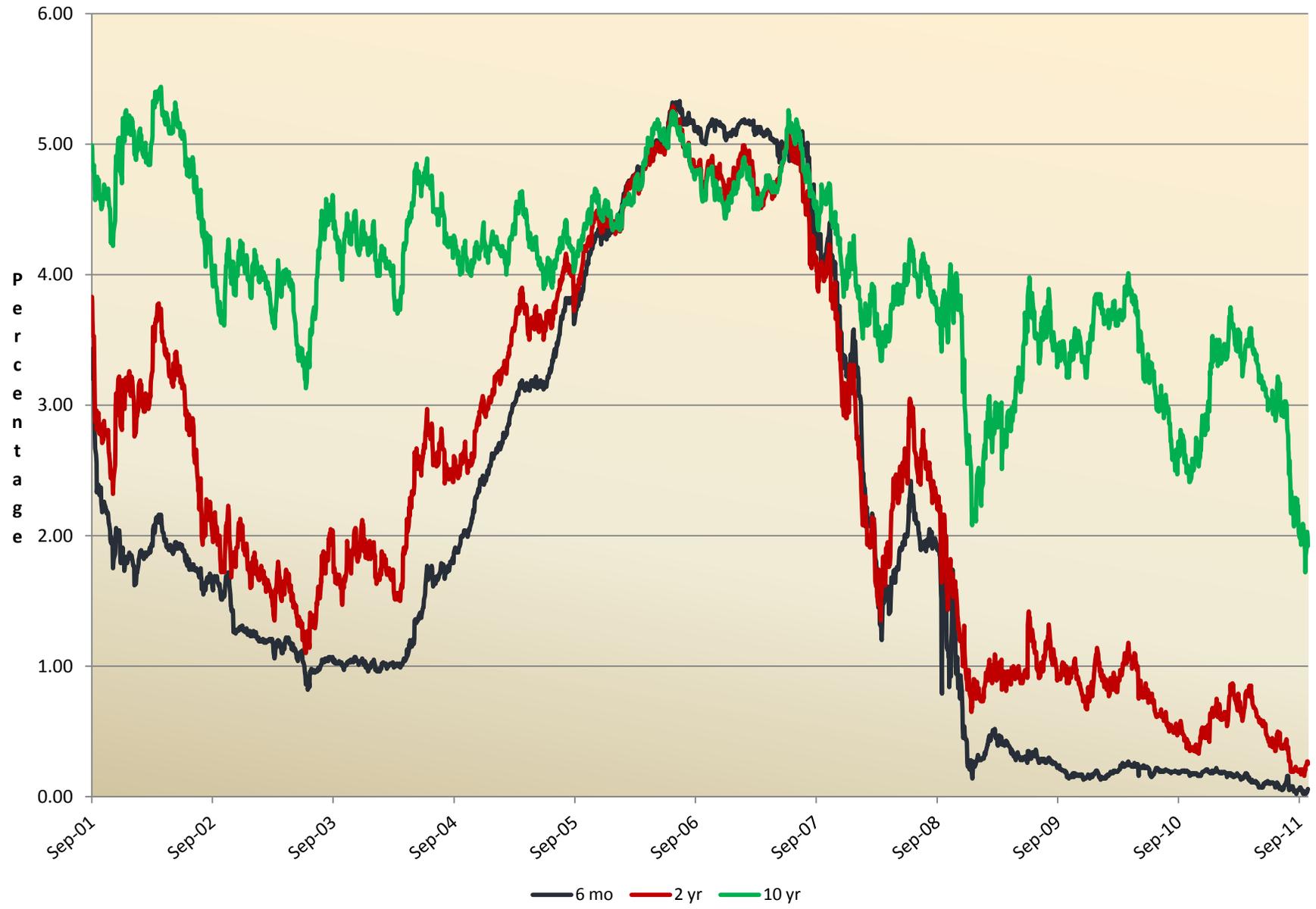
<b>Investment Earnings (3):</b>	Quarter	\$	2,409,961
	Fiscal Year To Date	\$	5,701,916

(1) Average Yield calculated using quarter end report yields and adjusted book values does not reflect a total return analysis or account for advisory fees.

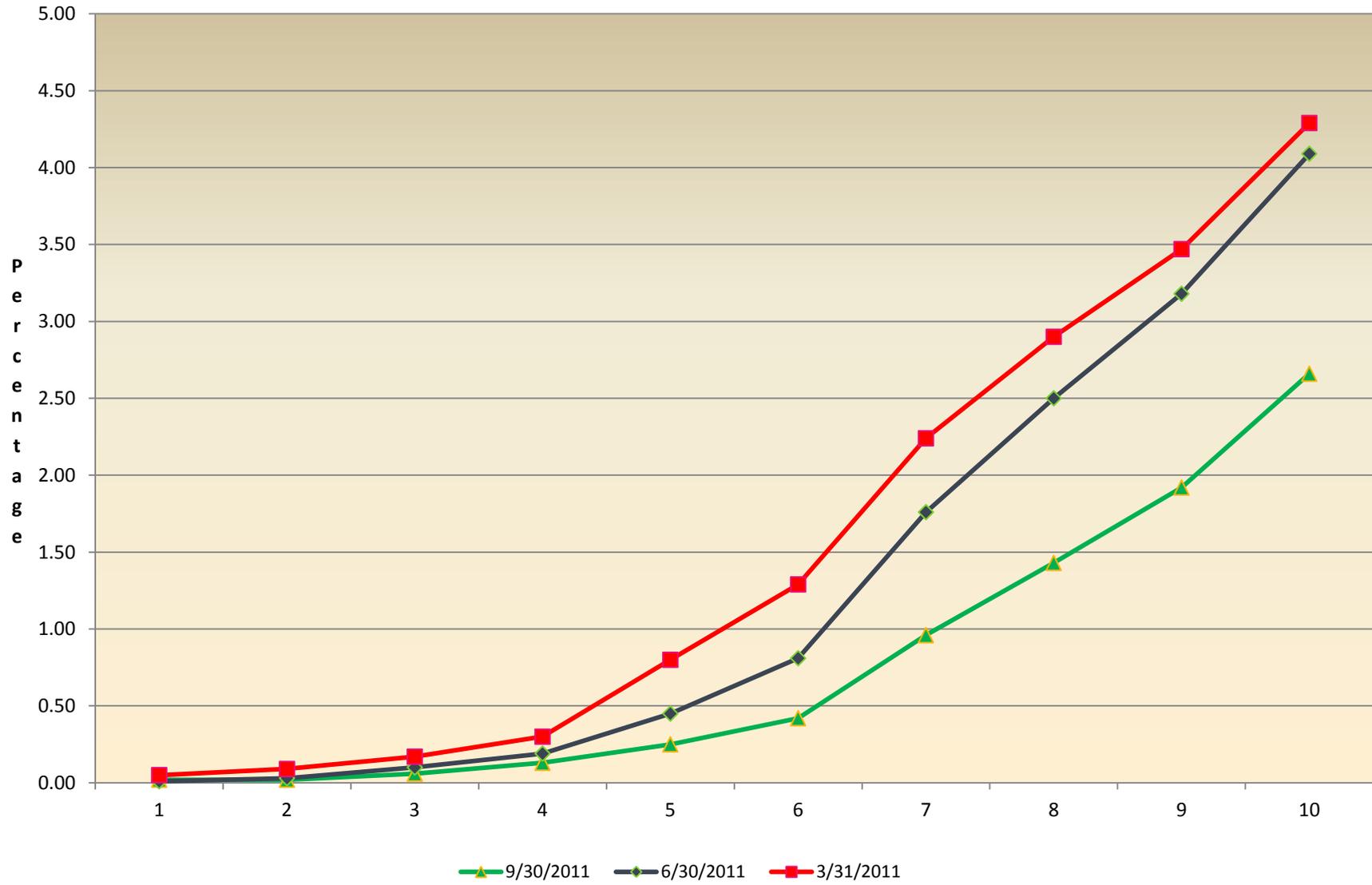
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(3) Interest earnings are obtained from the general ledger - Interest plus/minus Gain or Loss on Investments plus/minus Unrealized Gain or Loss.

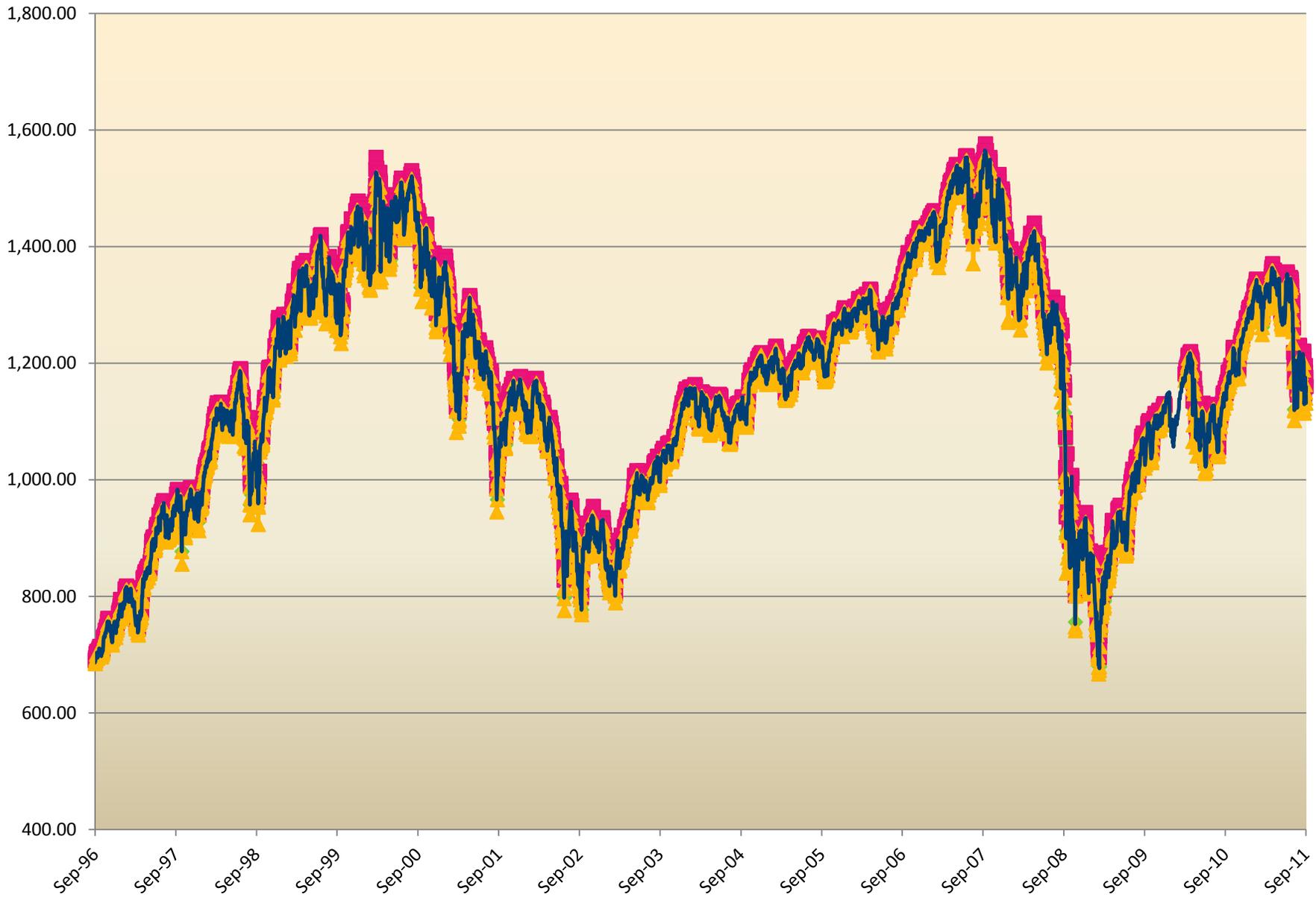
# US Treasury Historical Yields



# Treasury Yield Curves



# S & P 500





**Detail of Security Holdings**  
**September 30, 2011**

**By Sector**

Security Description	Ratings	Coupon/ YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
FHLB Bonds	AAA	1.30%	7/26/2012	3/12/2010		8,725,000.00	8,734,565.45	8,728,309.84	1.01	8,797,391.32	9.84	1.25%	20,164.44
FHLB Bonds	AAA	2.00%	9/14/2012	3/11/2010		17,000,000.00	17,256,428.00	17,097,766.67	1.02	17,275,585.81	11.48	1.39%	15,111.11
FHLB Bonds	AAA	2.38%	3/14/2014	2/15/2011		15,000,000.00	15,335,700.00	15,267,842.56	1.04	15,665,325.00	29.38	1.63%	15,833.33
FHLB Bonds	AAA	1.38%	9/12/2014	9/30/2010		10,000,000.00	10,054,542.50	10,040,746.23	1.02	10,208,150.00	35.34	1.23%	6,875.00
FHLB Bonds	AAA	2.75%	3/13/2015	2/7/2011		7,565,000.00	7,761,622.75	7,730,715.49	1.07	8,061,468.26	41.31	2.09%	9,823.99
FHLMC Bonds	AAA	0.38%	11/30/2012	7/29/2011		5,000,000.00	4,999,265.00	4,999,359.50	1.00	5,003,540.00	14.00	0.39%	6,250.00
FHLMC Bonds	AAA	1.72%	4/11/2013	10/27/2010		3,000,000.00	3,086,610.00	3,053,974.35	1.02	3,061,683.00	18.33	0.53%	24,223.33
FHLMC Bonds	AAA	4.50%	7/15/2013	7/27/2011		7,000,000.00	7,545,050.44	7,495,776.06	1.07	7,514,570.00	21.44	0.52%	65,625.00
FHLMC Bonds	AAA	4.13%	9/27/2013	7/12/2010		15,000,000.00	16,329,150.00	15,824,911.51	1.07	16,099,890.00	23.87	1.30%	5,156.25
FHLMC Bonds	AAA	1.15%	7/28/2014	10/28/2010	10/28/2011	11,000,000.00	10,984,600.00	10,988,390.94	1.00	11,005,445.00	33.84	1.19%	21,786.11
FHLMC Bonds	AAA	3.00%	7/28/2014	10/28/2010		11,000,000.00	11,820,710.00	11,618,679.85	1.07	11,730,026.00	33.84	0.97%	56,833.33
FHLMC Bonds	AAA	1.75%	9/10/2015	9/27/2010		17,000,000.00	17,088,555.17	17,070,540.63	1.03	17,528,445.00	47.25	1.64%	16,527.78
FHLMC Bonds	AAA	1.75%	9/10/2015	2/3/2011		13,000,000.00	12,744,589.10	12,780,924.34	1.03	13,404,105.00	47.25	2.20%	12,638.89
FNMA Bonds	AAA	1.00%	4/4/2012	3/8/2010		6,000,000.00	5,986,158.00	5,996,585.15	1.00	6,023,592.00	6.13	1.11%	29,333.33
FNMA Bonds	AAA	1.88%	4/20/2012	1/21/2011		6,000,000.00	6,111,240.00	6,049,630.15	1.01	6,053,496.00	6.66	0.38%	50,000.00
FNMA Bonds	AAA	4.38%	9/15/2012	7/27/2011		15,000,000.00	15,686,250.00	15,579,023.44	1.04	15,581,550.00	11.51	0.33%	27,343.75
FNMA Bonds	AAA	0.50%	10/30/2012	7/28/2011		13,000,000.00	13,019,890.00	13,017,122.70	1.00	13,036,946.00	12.98	0.38%	27,083.33
FNMA Bonds	AAA	1.25%	8/20/2013	10/27/2010		10,000,000.00	10,164,100.00	10,110,144.94	1.01	10,143,960.00	22.62	0.66%	13,888.89
FNMA Bonds	AAA	5.00%	4/15/2015	3/29/2011		15,000,000.00	16,786,500.00	16,562,885.32	1.14	17,155,905.00	42.39	1.92%	343,750.00
<b>TOTAL</b>						<b>\$ 360,195,261.51</b>	<b>\$ 366,405,611.92</b>	<b>\$ 364,919,596.18</b>		<b>\$ 368,284,798.90</b>	<b>16.30</b>	<b>0.83%</b>	<b>\$ 978,752.70</b>

(1) (2)

**(1) Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

**(2) Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield is for this month only.



**Detail of Security Holdings**  
**September 30, 2011**

**By Maturity**

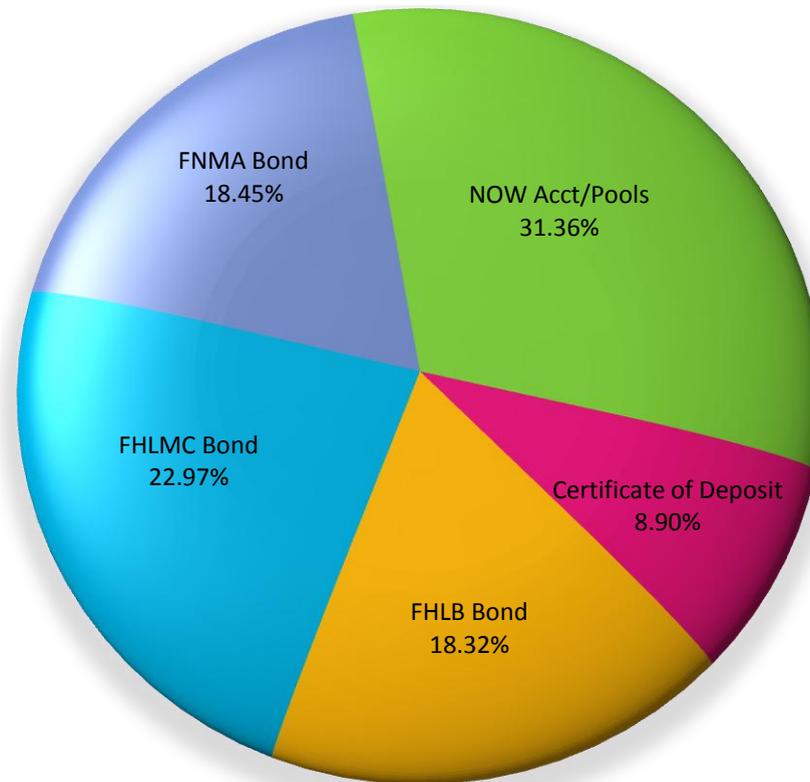
Security Description	Coupon/ Ratings	YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Certificate of Deposit		1.10%	9/9/2012	8/9/2011		245,000.00	245,000.00	245,000.00	1.00	245,000.00	11.31	1.10%	383.95
Certificate of Deposit		0.35%	9/13/2012	9/15/2011		5,000,000.00	5,000,000.00	5,000,000.00	1.00	5,000,000.00	11.44	0.35%	729.17
FHLB Bonds	AAA	2.00%	9/14/2012	3/11/2010		17,000,000.00	17,256,428.00	17,097,766.67	1.02	17,275,585.81	11.48	1.39%	15,111.11
FNMA Bonds	AAA	4.38%	9/15/2012	7/27/2011		15,000,000.00	15,686,250.00	15,579,023.44	1.04	15,581,550.00	11.51	0.33%	27,343.75
Certificate of Deposit		1.00%	10/13/2012	5/13/2011		151,804.10	151,804.10	151,804.10	1.00	151,804.10	12.43	1.00%	590.35
FNMA Bonds	AAA	0.50%	10/30/2012	7/28/2011		13,000,000.00	13,019,890.00	13,017,122.70	1.00	13,036,946.00	12.98	0.38%	27,083.33
FHLMC Bonds	AAA	0.38%	11/30/2012	7/29/2011		5,000,000.00	4,999,265.00	4,999,359.50	1.00	5,003,540.00	14.00	0.39%	6,250.00
Certificate of Deposit		1.00%	1/13/2013	1/13/2011		5,047,593.52	5,047,593.52	5,047,593.52	1.00	5,047,593.52	15.44	1.00%	35,955.46
FHLMC Bonds	AAA	1.72%	4/11/2013	10/27/2010		3,000,000.00	3,086,610.00	3,053,974.35	1.02	3,061,683.00	18.33	0.53%	24,223.33
FHLMC Bonds	AAA	4.50%	7/15/2013	7/27/2011		7,000,000.00	7,545,050.44	7,495,776.06	1.07	7,514,570.00	21.44	0.52%	65,625.00
FNMA Bonds	AAA	1.25%	8/20/2013	10/27/2010		10,000,000.00	10,164,100.00	10,110,144.94	1.01	10,143,960.00	22.62	0.66%	13,888.89
Certificate of Deposit		1.45%	8/22/2013	8/26/2010		1,500,000.00	1,500,000.00	1,500,000.00	1.00	1,500,000.00	22.69	1.45%	23,835.62
FHLMC Bonds	AAA	4.13%	9/27/2013	7/12/2010		15,000,000.00	16,329,150.00	15,824,911.51	1.07	16,099,890.00	23.87	1.30%	5,156.25
FHLB Bonds	AAA	2.38%	3/14/2014	2/15/2011		15,000,000.00	15,335,700.00	15,267,842.56	1.04	15,665,325.00	29.38	1.63%	15,833.33
FHLMC Bonds	AAA	1.15%	7/28/2014	10/28/2010		11,000,000.00	10,984,600.00	10,988,390.94	1.00	11,005,445.00	33.84	1.19%	21,786.11
FHLMC Bonds	AAA	3.00%	7/28/2014	10/28/2010	10/28/2011	11,000,000.00	11,820,710.00	11,618,679.85	1.07	11,730,026.00	33.84	0.97%	56,833.33
FHLB Bonds	AAA	1.38%	9/12/2014	9/30/2010		10,000,000.00	10,054,542.50	10,040,746.23	1.02	10,208,150.00	35.34	1.23%	6,875.00
FHLB Bonds	AAA	2.75%	3/13/2015	2/7/2011		7,565,000.00	7,761,622.75	7,730,715.49	1.07	8,061,468.26	41.31	2.09%	9,823.99
FNMA Bonds	AAA	5.00%	4/15/2015	3/29/2011		15,000,000.00	16,786,500.00	16,562,885.32	1.14	17,155,905.00	42.39	1.92%	343,750.00
FHLMC Bonds	AAA	1.75%	9/10/2015	9/27/2010		17,000,000.00	17,088,555.17	17,070,540.63	1.03	17,528,445.00	47.25	1.64%	16,527.78
FHLMC Bonds	AAA	1.75%	9/10/2015	2/3/2011		13,000,000.00	12,744,589.10	12,780,924.34	1.03	13,404,105.00	47.25	2.20%	12,638.89
<b>TOTAL</b>						<b>\$ 360,195,261.51</b>	<b>\$ 366,405,611.92</b>	<b>\$ 364,919,596.18</b>		<b>\$ 368,284,798.90</b>	<b>16.30</b>	<b>0.83%</b>	<b>\$ 978,752.70</b>

(1) (2)

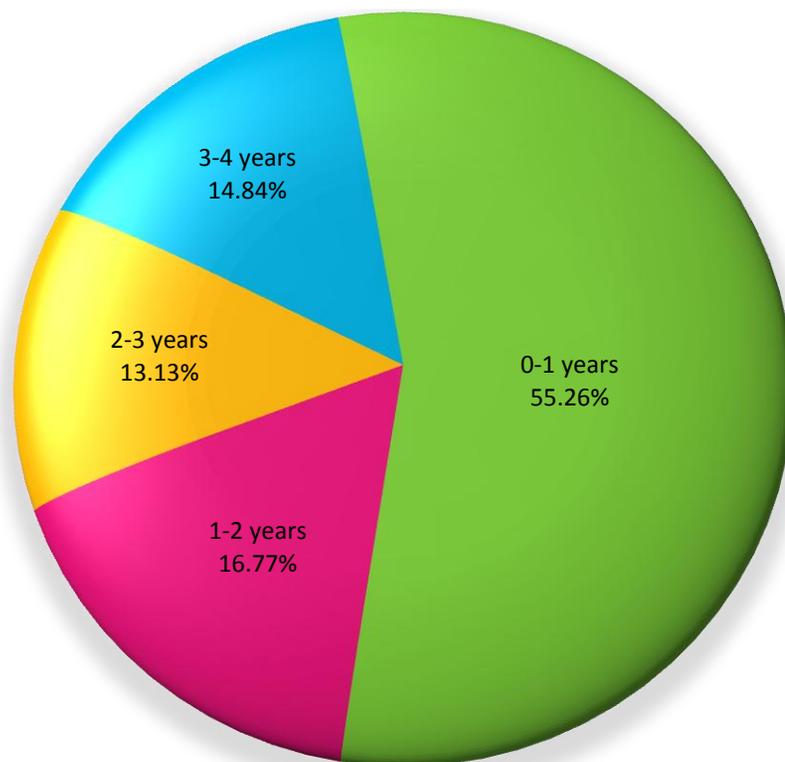
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**(2) Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield is for this month only.

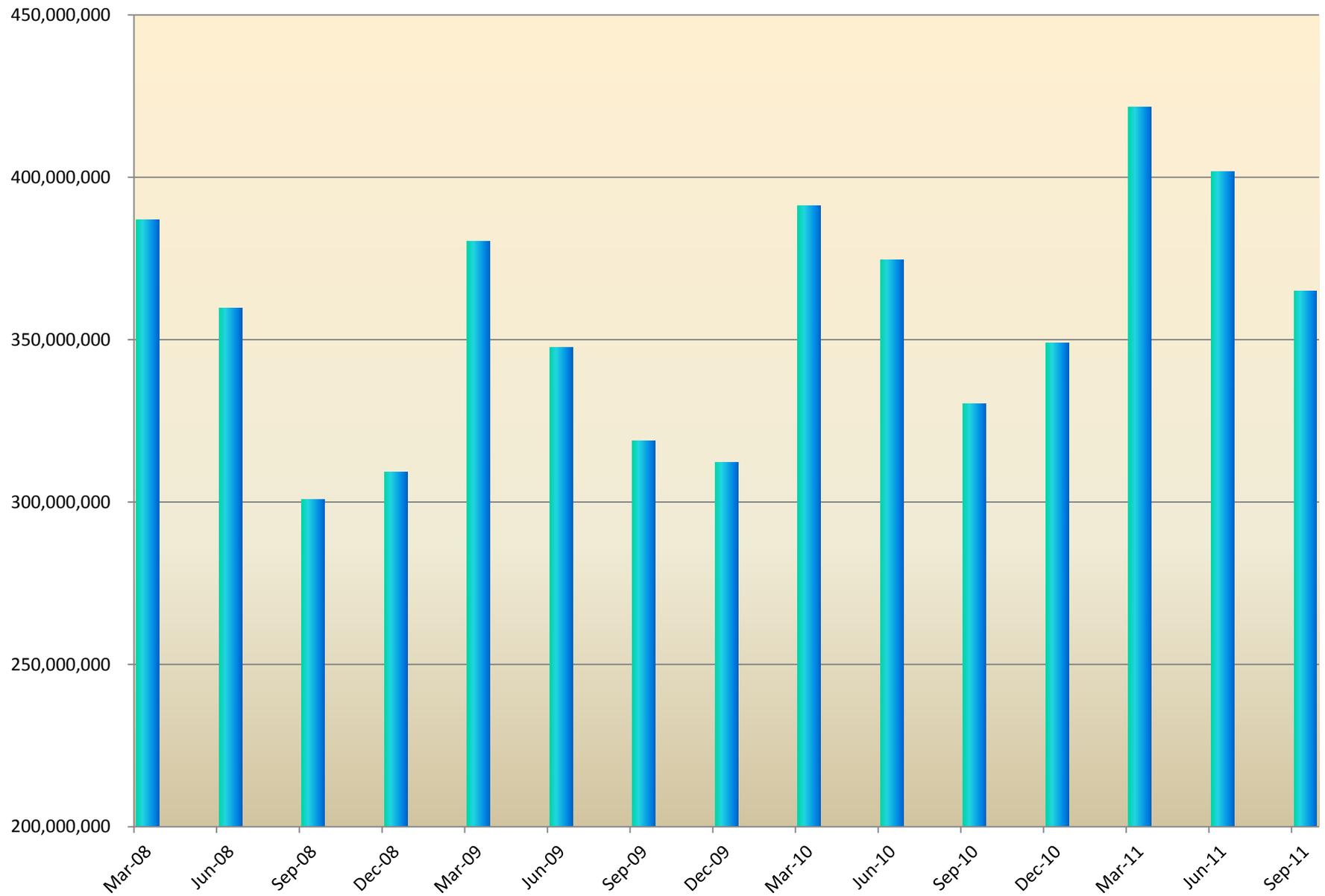
## Portfolio Composition 9/30/11



## Portfolio Maturities 9/30/11



## Quarter End Book Value



## Adjusted Book Value Comparison

Security Description	Coupon/ Yield	Maturity Date	June 30, 2011		Purchase/ Adjustment	Maturity/Call/ Adjustment	September 30, 2011	
			Par Value	Adjusted Book Value			Par Value	Adjusted Book Value
Frost NOW Account	0.00%	04/01/10	26,097,640.24	26,097,640.24	-	(658,517.47)	25,439,122.77	25,439,122.77
Legacy NOW Account	0.26%	04/01/10	34,932,748.94	34,932,748.94	-	(36,592.06)	34,896,156.88	34,896,156.88
TexPool	0.15%	04/01/10	32,689,375.16	32,689,375.16	-	(5,746,429.72)	26,942,945.44	26,942,945.44
Texas Daily	0.14%	04/01/10	31,904,965.99	31,904,965.99	-	(4,746,678.28)	27,158,287.71	27,158,287.71
Certificate of Deposit	0.95%	07/28/11	2,005,492.22	2,005,492.22	-	(2,005,492.22)	-	-
Certificate of Deposit	0.95%	07/28/11	4,026,012.34	4,026,012.34	-	(4,026,012.34)	-	-
Certificate of Deposit	1.25%	08/09/11	245,000.00	245,000.00	-	(245,000.00)	-	-
Certificate of Deposit	1.45%	08/25/11	3,500,000.00	3,500,000.00	-	(3,500,000.00)	-	-
Certificate of Deposit	1.00%	09/15/11	5,000,000.00	5,000,000.00	-	(5,000,000.00)	-	-
Certificate of Deposit	1.17%	11/28/11	244,000.00	244,000.00	-	-	244,000.00	244,000.00
Certificate of Deposit	0.75%	01/16/12	246,000.00	246,000.00	-	-	246,000.00	246,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.05%	03/11/12	97,575.75	97,575.75	-	-	97,575.75	97,575.75
Certificate of Deposit	0.40%	05/04/12	2,000,000.00	2,000,000.00	-	-	2,000,000.00	2,000,000.00
Certificate of Deposit	0.70%	05/27/12	246,775.34	246,775.34	-	-	246,775.34	246,775.34

## Adjusted Book Value Comparison

Security Description	Coupon/ Yield	Maturity Date	June 30, 2011		Purchase/ Adjustment	Maturity/Call/ Adjustment	September 30, 2011	
			Par Value	Adjusted Book Value			Par Value	Adjusted Book Value
Certificate of Deposit	1.12%	06/01/12	245,000.00	245,000.00	-	-	245,000.00	245,000.00
Certificate of Deposit	0.45%	07/26/12	-	-	2,000,000.00	-	2,000,000.00	2,000,000.00
Certificate of Deposit	0.45%	07/26/12	-	-	4,000,000.00	-	4,000,000.00	4,000,000.00
Certificate of Deposit	1.06%	08/23/12	5,000,000.00	5,000,000.00	-	-	5,000,000.00	5,000,000.00
Certificate of Deposit	1.45%	08/23/12	-	-	3,500,000.00	-	3,500,000.00	3,500,000.00
Certificate of Deposit	1.10%	09/09/12	-	-	245,000.00	-	245,000.00	245,000.00
Certificate of Deposit	35.00%	09/13/12	-	-	5,000,000.00	-	5,000,000.00	5,000,000.00
Certificate of Deposit	1.00%	10/13/12	151,804.10	151,804.10	-	-	151,804.10	151,804.10
Certificate of Deposit	0.95%	01/13/13	5,047,593.52	5,047,593.52	-	-	5,047,593.52	5,047,593.52
Certificate of Deposit	1.45%	08/22/13	1,500,000.00	1,500,000.00	-	-	1,500,000.00	1,500,000.00
FHLC Bond	0.97%	08/19/13	10,000,000.00	10,019,772.15	-	(10,019,772.15)	-	-
FHLC Bond	1.13%	07/18/11	5,630,000.00	5,629,373.74	-	(5,629,373.74)	-	-
FHLC Bond	1.38%	08/11/11	5,500,000.00	5,501,404.39	-	(5,501,404.39)	-	-
FHLC Bond	3.63%	09/16/11	13,000,000.00	13,092,308.88	-	(13,092,308.88)	-	-
FHLC Bond	0.30%	09/29/11	15,000,000.00	15,000,409.50	-	(15,000,409.50)	-	-
FHLC Bond	1.00%	02/27/12	8,000,000.00	8,001,621.40	-	(616.40)	8,000,000.00	8,001,005.00
FHLC Bond	1.30%	07/26/12	8,725,000.00	8,729,324.86	-	(1,015.02)	8,725,000.00	8,728,309.84
FHLC Bond	2.00%	09/14/12	17,000,000.00	17,123,465.33	-	(25,698.66)	17,000,000.00	17,097,766.67
FHLC Bond	2.38%	03/14/14	15,000,000.00	15,295,344.26	-	(27,501.70)	15,000,000.00	15,267,842.56
FHLC Bond	1.38%	09/12/14	10,000,000.00	10,044,223.65	-	(3,477.42)	10,000,000.00	10,040,746.23
FHLC Bond	2.75%	03/13/15	7,565,000.00	7,742,815.36	-	(12,099.87)	7,565,000.00	7,730,715.49
FHLMC Bond	0.38%	11/30/12	-	-	4,999,359.50	-	5,000,000.00	4,999,359.50
FHLMC Bond	1.72%	04/11/13	3,000,000.00	3,062,857.42	-	(8,883.07)	3,000,000.00	3,053,974.35
FHLMC Bond	4.50%	07/15/13	-	-	7,495,776.06	-	7,000,000.00	7,495,776.06
FHLMC Bond	4.13%	09/27/13	15,000,000.00	15,929,158.57	-	(104,247.06)	15,000,000.00	15,824,911.51
FHLMC Bond	1.15%	07/28/14	11,000,000.00	10,987,356.03	1,034.91	-	11,000,000.00	10,988,390.94
FHLMC Bond	3.00%	07/28/14	11,000,000.00	11,673,833.48	-	(55,153.63)	11,000,000.00	11,618,679.85
FHLMC Bond	1.75%	09/10/15	17,000,000.00	17,075,044.26	-	(4,503.63)	17,000,000.00	17,070,540.63
FHLMC Bond	1.75%	09/10/15	13,000,000.00	12,766,937.55	13,986.79	-	13,000,000.00	12,780,924.34
FHLMC Bond	Step	09/23/15	17,000,000.00	17,000,000.00	-	(17,000,000.00)	-	-
FNMA Bond	1.00%	04/04/12	6,000,000.00	5,994,905.12	1,680.03	-	6,000,000.00	5,996,585.15
FNMA Bond	1.88%	04/20/12	6,000,000.00	6,072,122.64	-	(22,492.49)	6,000,000.00	6,049,630.15
FNMA Bond	4.38%	09/15/12	-	-	15,579,023.44	-	15,000,000.00	15,579,023.44
FNMA Bond	0.50%	10/30/12	-	-	13,017,122.70	-	13,000,000.00	13,017,122.70
FNMA Bond	1.25%	08/20/13	10,000,000.00	10,124,830.93	-	(14,685.99)	10,000,000.00	10,110,144.94
FNMA Bond	5.00%	4/15/2015	15,000,000.00	16,674,088.29	-	(111,202.97)	15,000,000.00	16,562,885.32
<b>TOTAL</b>			<b>\$ 397,544,983.60</b>	<b>\$ 401,666,181.41</b>	<b>\$ 55,852,983.43</b>	<b>\$ (92,599,568.66)</b>	<b>\$ 360,195,261.51</b>	<b>\$ 364,919,596.18</b>



## Market Value Comparison

Security Description	Coupon/ Yield	Maturity Date	June 30, 2011		Qtr to Qtr Change (1)	September 30, 2011	
			Par Value	Market Value		Par Value	Market Value
Certificate of Deposit	0.45%	07/26/12	-	-	2,000,000.00	2,000,000.00	2,000,000.00
Certificate of Deposit	0.45%	07/26/12	-	-	4,000,000.00	4,000,000.00	4,000,000.00
Certificate of Deposit	1.06%	08/23/12	5,000,000.00	5,000,000.00	-	5,000,000.00	5,000,000.00
Certificate of Deposit	1.45%	08/23/12	-	-	3,500,000.00	3,500,000.00	3,500,000.00
Certificate of Deposit	1.10%	09/09/12	-	-	245,000.00	245,000.00	245,000.00
Certificate of Deposit	35.00%	09/13/12	-	-	5,000,000.00	5,000,000.00	5,000,000.00
Certificate of Deposit	1.00%	10/13/12	151,804.10	151,804.10	-	151,804.10	151,804.10
Certificate of Deposit	0.95%	01/13/13	5,047,593.52	5,047,593.52	-	5,047,593.52	5,047,593.52
Certificate of Deposit	1.45%	08/22/13	1,500,000.00	1,500,000.00	-	1,500,000.00	1,500,000.00
FFCB Bond	0.97%	08/19/13	10,000,000.00	10,010,420.00	(10,010,420.00)	-	-
FHLB Bond	1.13%	07/18/11	5,630,000.00	5,632,482.83	(5,632,482.83)	-	-
FHLB Bond	1.38%	08/11/11	5,500,000.00	5,507,788.00	(5,507,788.00)	-	-
FHLB Bond	3.63%	09/16/11	13,000,000.00	13,097,903.00	(13,097,903.00)	-	-
FHLB Bond	0.30%	09/29/11	15,000,000.00	15,007,335.00	(15,007,335.00)	-	-
FHLB Bond	1.00%	02/27/12	8,000,000.00	8,037,192.00	(8,728.00)	8,000,000.00	8,028,464.00
FHLB Bond	1.30%	07/26/12	8,725,000.00	8,814,169.50	(16,778.18)	8,725,000.00	8,797,391.32
FHLB Bond	2.00%	09/14/12	17,000,000.00	17,333,523.00	(57,937.19)	17,000,000.00	17,275,585.81
FHLB Bond	2.38%	03/14/14	15,000,000.00	15,622,065.00	43,260.00	15,000,000.00	15,665,325.00
FHLB Bond	1.38%	09/12/14	10,000,000.00	10,097,510.00	110,640.00	10,000,000.00	10,208,150.00
FHLB Bond	2.75%	03/13/15	7,565,000.00	7,897,027.85	164,440.41	7,565,000.00	8,061,468.26
FHLMC Bond	0.38%	11/30/12	-	-	-	5,000,000.00	5,003,540.00
FHLMC Bond	1.72%	04/11/13	3,000,000.00	3,066,729.00	(5,046.00)	3,000,000.00	3,061,683.00
FHLMC Bond	4.50%	07/15/13	-	-	-	7,000,000.00	7,514,570.00
FHLMC Bond	4.13%	09/27/13	15,000,000.00	16,169,655.00	(69,765.00)	15,000,000.00	16,099,890.00
FHLMC Bond	1.15%	07/28/14	11,000,000.00	10,964,162.00	41,283.00	11,000,000.00	11,005,445.00
FHLMC Bond	3.00%	07/28/14	11,000,000.00	11,641,443.00	88,583.00	11,000,000.00	11,730,026.00
FHLMC Bond	1.75%	09/10/15	17,000,000.00	17,070,669.00	457,776.00	17,000,000.00	17,528,445.00
FHLMC Bond	1.75%	09/10/15	13,000,000.00	13,054,041.00	350,064.00	13,000,000.00	13,404,105.00
FHLMC Bond	Step	09/23/15	17,000,000.00	17,042,925.00	(17,042,925.00)	-	-
FNMA Bond	1.00%	04/04/12	6,000,000.00	6,031,710.00	(8,118.00)	6,000,000.00	6,023,592.00
FNMA Bond	1.88%	04/20/12	6,000,000.00	6,075,366.00	(21,870.00)	6,000,000.00	6,053,496.00
FNMA Bond	4.38%	09/15/12	-	-	-	15,000,000.00	15,581,550.00
FNMA Bond	0.50%	10/30/12	-	-	-	13,000,000.00	13,036,946.00
FNMA Bond	1.25%	08/20/13	10,000,000.00	10,136,700.00	7,260.00	10,000,000.00	10,143,960.00
FNMA Bond	5.00%	4/15/2015	15,000,000.00	16,980,555.00	175,350.00	15,000,000.00	17,155,905.00
<b>TOTAL</b>			<b>\$ 397,544,983.60</b>	<b>\$ 403,416,354.78</b>		<b>\$ 360,195,261.51</b>	<b>\$ 368,284,798.90</b>

(1) Does not include interest.

**Allocation****September 30, 2011**

<b>Book Value</b>	<b>% Equity in Treasury Pool</b>	<b>Book Value Fund Allocation</b>
General Fund	13.07%	47,713,175.03
Debt Service Funds	0.57%	2,095,953.22
Capital Projects Funds	36.49%	133,174,523.18
Enterprise Funds	18.73%	68,337,620.98
Special Revenue Funds	9.75%	35,595,942.33
Internal Service Funds	15.89%	57,985,441.73
Fiduciary Funds	5.49%	20,016,939.71
<b>Totals</b>	<b>100.00%</b>	<b>364,919,596.18</b>

<b>Market Value</b>	<b>% Equity in Treasury Pool</b>	<b>Market Value Fund Allocation</b>
General Fund	13.07%	48,153,174.71
Debt Service Funds	0.57%	2,115,281.61
Capital Projects Funds	36.49%	134,402,627.32
Enterprise Funds	18.73%	68,967,814.45
Special Revenue Funds	9.75%	35,924,199.74
Internal Service Funds	15.89%	58,520,169.84
Fiduciary Funds	5.49%	20,201,531.22
<b>Totals</b>	<b>100.00%</b>	<b>368,284,798.90</b>

Allocations are based upon fund equity in the Treasury Pool at the end of the period.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/11		
Department:		Budget		
Department Head		Karen Rhodes		
Agenda Coordinator (include phone #): <b>Janette Weedon (x7146)</b>				
<b>CAPTION</b>				
A public hearing and consideration of an ordinance of the City of Plano allowing the City of Plano to tax tangible personal property in transit which would otherwise be exempt pursuant to Texas Tax Code, Section 11.253, and providing a severability clause, repealer clause, and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):</b>				
<b>COMMENTS:</b> Any revenue received as a result of this Ordinance is undeterminable at this time.				
STRATEGIC PLAN GOAL: Amending the Ordinance to tax tangible personal property in transit relates to the City's Goals of Partnering for Community Benefit and Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Senate Bill 1 extends an ad valorem tax exemption to "goods-in-transit" that are stored in a public warehouse owned by someone other than the owner of the goods. The City Council must conduct a public hearing "opting out" of the legislation.				
List of Supporting Documents: Letter from Collin County Central Appraisal District & Legal Counsel			Other Departments, Boards, Commissions or Agencies	



September 16, 2011

TO: All Taxing Entities

*Note: original letter mailed via first class mail*

FROM: Bo Daffin, Chief Appraiser

RE: New Exemption of "Goods-In-Transit" – Local Option to Tax for 2012

Dear Taxing Entity,

During the 2011 special session, the legislature revised and narrowed the goods-in-transit exemption under 11.253 of the Property Tax Code. It is virtually impossible to know how the changes in the law might affect Collin county taxing entities, since we have never had a goods-in-transit exemption application filed from the original 2008 implementation of the exemption.

The primary purpose of this letter is fourfold:

1. To advise all entities wishing to tax these goods for 2012 that they must take action to tax after October 1, 2011 and before December 31, 2011, and furnish a copy of the official action to tax to CCAD. If an entity takes no action to tax during the prescribed timeframe the goods will be subject to exemption for 2012.
2. Whatever you selected, to tax or exemption during the first round back in 2007 (for 2008 tax year), has zero effect on what an entity can/must do for 2012.
3. To advise all entities wishing to tax these goods that you must hold a public hearing on the question of whether to tax them for 2012 or let them become exempt. Per our legal counsel, the legislature has prescribed no special procedures for this hearing, therefore it may be held at a meeting of your governing body called for other purposes.
4. To provide you with the letter and sample forms provided by our legal counsel, to assist you with this process.

I hope the enclosed packet from our legal counsel assists you in the process. A copy of this letter and enclosed packet will be posted to our entity portal, at <https://entity.collincad.org>

Please contact either Robert Waldrop at 469.742.9323 [robert.waldrop@cadcollin.org](mailto:robert.waldrop@cadcollin.org); or me at 469.742.9223 [bo.daffin@cadcollin.org](mailto:bo.daffin@cadcollin.org); if you have questions or need additional information.

Best Regards,

Bo Daffin  
Chief Appraiser

Attachments

[www.collincad.org](http://www.collincad.org)



Howard Perdue  
(1933-2005)  
Larry Brandon  
James O. Collins  
Terry Ann White  
R. Bruce Medley  
Robert Mott  
Kevin Brennen  
Harold Lerew  
Jeanmarie Baer  
David A. Ellison  
Laura J. Monroe  
Tab Beall  
B. Lynn Stavinoha  
Michael J. Darlow  
Joseph T. Longoria  
David S. Crawford  
Donald B. Roseman  
Carl O. Sandin  
Jason Bailey  
Owen M. Sonik  
David Hudson  
R. Gregory East  
Elizabeth Banda Calvo  
Yolanda M. Humphrey  
John T. Banks  
Sandra Griffin  
Sergio E. Garcia  
E. Stephen Lee

1235 North Loop West  
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Houston, Texas 77009  
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August 23, 2011

D'Layne Peebles Carter  
Hiram A. Gutierrez  
Michael J. Siwierka  
Thelma Banduch  
Christopher S. Jackson  
Eboney Cobb  
Charles E. Brady  
Adam J. Walker  
Alesha L. Williams  
Leslie M. Schkade  
Carol Barton  
D'Arwyn Daniels  
Galen Gatten, Jr.  
Pamela Gleason  
E. Derick Mendoza  
W. Tracy Crites, Jr.  
Michael W. Balcezak  
Veronica Leal Vasquez  
Guy A. "Tony" Fidelie, Jr.  
Jonathan Garza  
Otilia R. Gonzales  
Elizabeth A. Wiehle  
George Dowlen\*  
Terry G. Wiseman\*  
C. David Fielder\*  
Gregg M. McLaughlin\*  
\*Retired

## Clients of the Firm

RE: New Exemption of "Goods-in-Transit" — Local Option to Tax

Dear Client:

In the 2007 session, the Texas Legislature passed Tax Code Section 11.253 or the "Goods-in-Transit" exemption as it is more commonly known. This legislation implemented a constitutional amendment that was passed several years before. This legislation was very similar to the "Freeport exemption" passed many years ago, but it had a potentially larger impact as time passed. At that time, we wrote you and advised you of your option to tax "goods-in-transit" and most of you did.

During the 2011 special session, the legislature acted to significantly limit the applicability of section 11.253. This exemption now applies only to goods that are stored in a public warehouse owned by someone other than the owner of the goods. The law no longer exempts goods that are in a location for assembly, manufacturing, fabrication or processing, as was the case under the law passed in 2007. The legislature revised and narrowed the law to address the author's issue: competition between Texas and New Mexico warehouse facilities. New Mexico does not tax such goods at all, so New Mexico warehouse owners had a competitive advantage.

This update to the law requires that you act within a narrow window of time if you want to continue to tax these goods for 2012. The update provides that **you must take action after October 1, 2011 but before December 31, 2011**, if you want to continue to tax such goods in 2012. You may later elect to tax such goods for subsequent years if you fail to act this year.

## **What is Exempted?**

This law exempts goods, principally inventory, that are stored under a contract of bailment by a public warehouse operator at a public warehouse facility, that is in no way owned or controlled by the owner of the goods, provided such property is moved to another location in this state or out of state within 175 days after the goods were acquired in Texas or imported into Texas. The movement requirement could be satisfied by simply moving the goods to another warehouse across the street.

Certain specific types of goods are presently excluded from this exemption: oil, natural gas, petroleum products, aircraft, dealer's motor vehicle inventory, dealer's vessel and outboard motor inventory, dealer's heavy equipment inventory, or retail manufactured housing inventory. Petroleum products are defined to be only the immediate derivatives of oil and natural gas, so some goods that you might think of as petroleum products may actually be exempted from taxation by this new law.

## **What is the Impact on Your Tax Base?**

At present, this new law will probably have a limited impact because most goods are kept in facilities owned by the owners of the goods. However, this may change. Some owners of goods that presently store them may move their goods into a public warehouse in order to obtain the tax exemption. It should be noted, however, that this pared down exemption has much less potential to reduce your tax base than the original statute.

## **What Can You Do?**

The governing body of each taxing unit in the state may act to tax these goods in the year following the year in which the governing body takes action. These goods will first become exempt in 2012. So if you wish to continue to tax these types of goods in 2012, you must act to tax the goods after October 1, 2011 and before December 31, 2011. You must inform all the appraisal districts in which your local government is located that you have acted to tax these goods. A copy of a resolution, order, or ordinance is the best way to document your decision to your appraisal district.

Before you act to tax these goods, you must hold a public hearing on the question of whether to tax them or whether to let them become exempt. The legislature has prescribed no special procedures for this hearing, so it may be held at a meeting of the governing body called for other purposes. The item must be listed on the agenda for that meeting as an action item in compliance with the Open Meetings Act, but there is no additional public notice required.

The legislature required that each taxing unit act in the manner required for official action by the governing body of the taxing unit. For counties, this means that action should be taken by an order of the commissioner's court. For cities, this means that action should be taken by an ordinance. For school districts and other taxing units, this means that action should be taken by resolution. A sample order, ordinance and resolution form is attached to this letter.

## Special Note for School Districts

The wealth lost to this exemption will be deducted from the taxable wealth of the school district as determined by the Comptroller for purposes of calculating state aid. Until the hold harmless provisions of House Bill 1 are removed, this will have little impact on the amount of state aid your school district receives. At present, the Comptroller's wealth estimate affects only the additional four cents that a school district may impose and the amount of certain types of facilities aid the district receives from the state (existing debt allotment and instructional facilities allotment).

We hope that this letter and the attached forms will help you make an informed decision on behalf of the taxpayers that you represent. If you should have any questions concerning this matter, please feel free to call your attorney at your local office or call me in Houston.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Mott", with a large, stylized initial "R" and a long horizontal flourish extending to the right.

Robert Mott

## Forms

[CLICK HERE](#) for the Word Document of the Resolution Form

[CLICK HERE](#) for the Word Document of the Order Form

[CLICK HERE](#) for the Word Document of the Ordinance Form

**An Ordinance of the City of Plano allowing the City of Plano to tax tangible personal property in transit which would otherwise be exempt pursuant to Texas Tax Code, Section 11.253, and providing a severability clause, repealer clause, and an effective date.**

**WHEREAS**, the 82<sup>nd</sup> Texas Legislature in Special Session, enacted Senate Bill 1, to take effect on September 1, 2011, which would require a taxing unit to take action, in the required manner, after October 1, 2011, to provide for the taxation of goods-in-transit; and

**WHEREAS**, Texas Tax Code §11.253(j-1) as amended allows the governing body of a taxing unit, after conducting a public hearing, to provide for the continued taxation of such goods-in-transit; and

**WHEREAS**, the City Council of the City of Plano, having conducted a public hearing as required by Section 1-n (d), Article VIII, Texas Constitution, and Texas Tax Code §11.253(j-1) is of opinion that it is in the best interest of the City to continue to tax such goods-in-transit.

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

**Section I.** Goods-in-transit, as defined Texas Tax Code Section 11.253(a)(2), as amended by Senate Bill 1, enacted by the 82<sup>nd</sup> Texas Legislature in Special Session, shall remain subject to taxation by the City of Plano, Texas.

**Section II.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

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

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

**Section V.** This Ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 14<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

DATE: November 9, 2011

TO: Honorable Mayor and Council Members  
City Manager Glasscock

THROUGH: Deputy City Manager Turner

FROM: TIF District Board #2

SUBJECT: RFQ for City of Plano Parker Road Station Transit Oriented Development Project

At the direction of the Plano City Council, the TIF District Board #2 has solicited developers to submit their qualifications to redevelop a 4 acre parcel owned by the City of Plano located at the northwest corner of Park Boulevard and Avenue K. The site is adjacent to the DART Parker Road Station and the City's desire is to encourage economic reinvestment through transit-oriented development. The City's objective is a development of a minimum of 250,000 square feet of useable building space having a taxable value of not less than \$30,000,000. On August 25, 2011, the City posted a request for statements of qualifications from regional developers known to have expertise or interest in transit-oriented development. Two developers responded to the request on September 22, 2011. The TIF 2 Board met on November 2, 2011 to review the responses and on November 8, 2011 to interview the respondents.

The TIF 2 Board finds Prescott Realty Group to be the best qualified developer to engage with the City, based upon the evaluation criteria set forth in the RFQ. Our findings are summarized as follows:

- Prescott Realty Group has a proven track record leading the development of urban, mixed use, and transit oriented developments.
- The proposed team has successfully worked together on various projects for a number of years and has a successful track record with TIF projects. These team members demonstrated extensive qualifications and experience with projects in similar scope and nature.
- Prescott Realty Group expressed a clear understanding of the City and community goals which includes the long term success of the project.
- A clear plan in the approach taken to community outreach and participation is shown in Prescott's experience. The organized manner in which Prescott chooses to get the community involved has proven to be successful.

We recommend that the City and Prescott Realty Group form an exclusive, non-binding 120-day planning and negotiation process to enter into an agreement to redevelop the property.

**DATE:** October 18, 2011  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 17, 2011

**AGENDA ITEM NO. 7A - PUBLIC HEARING  
ZONING CASE 2011-15  
APPLICANT: FAIRVIEW FARM LAND CO. LTD.**

Request to rezone 119.2± acres located at the northeast corner of Custer Road and Park Boulevard **from** Agricultural **to** Planned Development-Single-Family Residence-6/Single-Family Residence-7/Patio Home and Planned Development-Single-Family Residence Attached. Zoned Agricultural. Tabled September 19, 2011.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 2 **OPPOSE:** 121

**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:

**Planned Development-Single-Family Residence-6/Single-Family Residence-7/Patio Home**

**Location:** NE corner of Park Blvd. and Custer Rd.  
**Acreage:** 108.2±

**Restrictions:**

General Provisions of the Planned Development District:

1. The exhibits attached hereto are adopted as part of this ordinance.
2. Maintenance of all open space, landscaping, detention areas, and common amenities shall be the responsibility of a homeowners association. This responsibility shall include any landscaping improvements within the Baffin Bay Dr. right-of-way south of the curb line, and within the Country Place Dr. right of way west of the curb line. The homeowners association's documents shall be approved by the City Attorney.

3. A private recreation facility is an additional allowed use by right within the district.

4. Streets:

Baffin Bay Dr. shall be constructed as shown in Exhibit "B".

5. Landscaping and Open Space:

a. A combined minimum of eight acres of open space shall be provided within the district and shall be provided in accordance with Subsection 3.117 (Useable Open Space), except as provided herein.

b. All residential lots within Tract C must be located within 1,200 feet of required usable open space as measured along a street.

c. Open space provided shall be shown on an approved concept plan.

d. A minimum 15-foot landscape buffer dedicated to a homeowners association shall be provided along Park Blvd. and Custer Rd.

6. Screening:

a. A maximum eight-foot masonry screening wall shall be constructed along the rear or side lot line of lots adjacent to Custer Rd., Park Blvd., and Baffin Bay Dr. The wall shall be separated from the right-of-way by a minimum 15-foot landscape buffer to be maintained by the homeowners association. The landscaping shall be provided on the street side of the wall. The wall shall be located in a lot dedicated to the homeowners association.

b. A six-foot ornamental metal fence, which is at least 50% open in construction, and shrubbery shall be installed/constructed when street rights-of-way are provided internal to the residential subdivision that are adjacent to either Baffin Bay Dr. or Country Place Dr. rights-of-way. The fence shall be separated from the right-of-way for Baffin Bay Dr. and Country Place Dr. by a minimum ten-foot landscape buffer dedicated to a homeowners association. Where the fence extends to single-family residential lots, the six-foot ornamental fence may extend across the front yard building line. A minimum of two pedestrian access points within the ornamental fence shall be provided to the sidewalk along Baffin Bay Dr. and a minimum of one pedestrian access point shall be provided to the sidewalk along Country Place Dr.

## Residential Development Standards

### 1. Standards relating to SF-6 (Tract A)

- a. Uses and development standards shall be in accordance with the SF-6 district except as provided in this subsection.
- b. Minimum Front Yard (for front entry): 15 feet. Garages shall be set back a minimum of 20 feet from the front property lines.
- c. Minimum Rear Yard: 15 feet
- d. Minimum Side Yard: Six feet, except as provided in Section 3.600 (Side Yard Regulations)
- e. Minimum Side Yard: -- Corner Lot: 15 feet on street side, except as provided in Section 3.600 (Side Yard Regulations)
- f. Maximum Coverage: 55%

### 2. Standards relating to SF-7 (Tract B)

- a. Uses and development standards shall be in accordance with the SF-7 district except as provided in this subsection.
- b. Minimum Front Yard: 25 feet
- c. Minimum Rear Yard: 10 feet, except as provided in Section 3.700 (Rear Yard Regulations)
- d. Minimum Side Yard: 7 feet, except as provided in Section 3.600 (Side Yard Regulations)
- e. Minimum Side Yard: -- Corner Lot: 15 feet on street side, except as provided in Section 3.600 (Side Yard Regulations)
- f. Maximum Coverage: 55%

### 3. Standards relating to Patio Home (Tract C)

- a. Uses and development standards shall be in accordance with the PH district except as provided in this subsection.
- b. Maximum Lot Coverage: 65%

## **Planned Development- Single-Family Residence Attached**

Location: NE corner of Park Blvd. and Custer Rd.

Acreage: 11.0±

### General Provisions of the Planned Development District:

1. The exhibits attached hereto are adopted as part of this ordinance.
2. Maintenance of all open space, landscaping, detention areas and common amenities shall be the responsibility of a homeowners association. The homeowners association's documents shall be approved by the City Attorney.
3. All residential lots within the district must be located within 1,200 feet of required usable open space as measured along a street.
4. Streets:
  - a. The north and east sides of the district shall be bounded by streets with a minimum 60-foot right-of-way.
  - b. Streets shall be constructed as shown in Exhibit "D".
5. Landscaping

A minimum 15-foot landscape edge shall be provided along Park Blvd. and Custer Rd.

### Residential Development Standards

Standards relating to SF-A

- a. Uses and development standards shall be in accordance with the SF-A district except as provided in this subsection.
- b. Maximum Density: 25 dwelling units per acre
- c. Minimum Lot Width: 20 feet
- d. Minimum Lot Depth: 50 feet
- e. Front Yard Setbacks:
  - i. Minimum Setback: 11 feet from back of curb to building
  - ii. Maximum Setback: 17 feet from back of curb to building
- f. Minimum Lot Area: 1,100 square feet
- g. Maximum Lot Coverage: 95%

- h. Maximum Rear Yard: Five feet
- i. Minimum Side Yard:
  - i. Interior Side Yard: None
  - ii. Exterior Side Yard (Corner Lot): Shall be treated the same as front yards
- j. Buildings must be separated by a minimum distance of ten feet.
- k. Maximum Height: Two-story (35 feet)
- l. Maximum Building Length: 200 feet
- m. Maximum Number of Units per Building: Ten
- n. Each dwelling unit shall have a garage with a minimum of two parking spaces. Garage entrances shall be allowed only from an alley. The distance from the garage to the travel lane of the alley shall be a maximum of five feet in length or shall be a minimum of 20 feet in length. The elimination of the garage space, by enclosing the garage with a stationary wall, shall be prohibited.
- o. Street, Sidewalk and Streetscape Regulations
  - i. Street trees shall be uniformly placed in planting beds within six feet of the back-of-curb, a maximum of 90 feet on center.
  - ii. Sidewalks shall be a minimum unobstructed width of six feet and shall be placed along the street frontage. Sidewalks are in addition to and shall be placed adjacent to the street tree area.
  - iii. Stoops and landscaped areas adjacent to the building may extend a maximum distance of six feet into the areas between the front facade of the building and the back-of-curb provided that a minimum six-foot unobstructed sidewalk is maintained.

**FOR CITY COUNCIL MEETING OF:** November 14, 2011 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

KP/dw

xc: Rodney Haggard, Fairview Farm Land Co., Ltd.  
Matthew Alexander, Dowdey, Anderson, & Associates, Inc.

CITY OF PLANO  
PLANNING & ZONING COMMISSION

October 11, 2011

**Agenda Item No. 7A**

**Public Hearing:** Zoning Case 2011-15

**Applicant:** Fairview Farm Land Co. Ltd.

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**DESCRIPTION:**

Request to rezone 119.2± acres located at the northeast corner of Custer Road and Park Boulevard **from** Agricultural **to** Planned Development-Single-Family Residence-6/Single-Family Residence-7/Patio Home and Planned Development-Single-Family Residence Attached. Zoned Agricultural. Tabled September 19, 2011.

**REMARKS:**

This item was tabled at the September 19, 2011 meeting and needs to be removed from the table.

The applicant has modified their request based on feedback received at the September 19, 2011 Planning & Zoning Commission meeting. Comments received from the Commission at that meeting included the following:

- Consider reducing the number of street connections to Country Place Drive;
- Consider increasing the landscape buffer along Country Place Drive; and
- Consider removing retail from the plan, and replacing the retail with Single-Family Residence Attached zoning, and extend the Patio Home zoning southward to where the Single-Family Residence Attached was originally planned.

Therefore, the applicant has removed the retail portion from their rezoning petition and the 11 acres previously proposed for PD-Retail has been changed to PD-Single-Family Attached and has officially amended the zoning request to reflect this change. The requested changes to the street connections to Country Place Drive are reflected on the associated concept plan which is on this agenda as item 7B. The applicant has not changed the ten-foot landscape buffer along Country Place Drive from the original proposal. Staff's analysis has been revised to reflect the new proposal.

The applicant is requesting to rezone 119.2± acres located at the northeast corner of Custer Road and Park Boulevard **from** Agricultural **to** Planned Development-Single-Family Residence-6/Single-Family Residence-7/Patio Home & Planned Development-

Single-Family Residence Attached. The subject property is bounded on the north by Baffin Bay Drive, on the south by Park Boulevard, on the west by Custer Road, and on the east by Country Place Drive. It is currently in use as a farm.

The current zoning district, Agricultural (A), is intended to provide for farming, dairying, pasturage, horticulture, animal husbandry, and the necessary accessory uses for the packing, treating, or storing of produce. It is anticipated that all A districts will be changed to other zoning classifications as the city proceeds toward full development.

The proposed zoning divides the acreage into two planned developments. Planned development districts provide the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions.

The proposed planned development districts (illustrated on the attached Zoning Exhibits) are as follows:

Planned Development-Single-Family Residence-6/Single-Family Residence-7/Patio Home (108.2± acres)

Tract A, Single-Family Residence-6 (SF-6) - The SF-6 district is intended to provide for small-lot, urban, single-family development protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living.

Tract B, Single-Family Residence-7 (SF-7) - The SF-7 district is intended to provide for areas of urban single-family development on moderate-size lots, protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living.

Tract C, Patio Home (PH) - The PH district is intended to provide for areas of detached, zero lot line, single-family development in a clustered lot pattern with a common usable open space system that is an integral part of the development.

Planned Development - Single-Family Residence Attached (11.0± acres)

Single-Family Residence Attached (SF-A) - The SF-A district is intended to provide for a variety of residential housing types and densities in the medium density range (five-ten units/acre) on individually platted lots or multiple units on a single lot.

As noted above, a concept plan, Haggard Estates, also accompanies this request as Agenda Item 7B.

### **Surrounding Land Use and Zoning**

The adjacent properties to the east and north are zoned Single-Family Residence-9 (SF-9) and are primarily developed as single-family residences. Harrington Elementary School is located at the southeast corner of Country Place Drive and Baffin Bay Drive. Properties to the west, across Custer Road, are zoned SF-9 and are developed as single-family residences and as a religious facility. Additionally, there are approximately six acres zoned Planned Development-316-Retail located at the northwest corner of

Custer Road and Park Boulevard, developed as retail uses, a call center, and dance studio. Properties to the south, across Park Boulevard, are zoned PH and SF-9 and are developed as single-family residences. The property to the southwest is zoned Planned Development-83-Multifamily Residence-2 and is developed as apartments. The request is consistent with surrounding land uses and zoning.

### **Conformance to the Comprehensive Plan**

**Future Land Use Plan** - The Future Land Use Plan designates this property as residential. The requested residential uses, SF-6, SF-7, PH, and SF-A are consistent with the plan recommendation.

**Adequacy of Public Facilities** - Water and sanitary sewer services are available to serve the subject properties. However, utilities will have to be extended by the developer to accommodate the proposed development. Additionally, sanitary sewer capacity will have to be further evaluated when more detailed engineering documents are submitted by the developer.

**Traffic Impact Analysis (TIA)** - Section 3.1400 of the Zoning Ordinance establishes requirements and procedures pertaining to TIA. A TIA is not required for single-family zoning requests.

### **ISSUES**

**Housing Element** - The Housing Element of the Comprehensive Plan guides development, maintenance, and redevelopment of housing resources in Plano. This Element describes the city as a community of viable neighborhoods that emphasizes housing variety and opportunity. It also highlights demographic changes occurring in the city such as an aging population and an increasingly diverse population. The requested SF-6, SF-7, PH, and SF-A zoning provides for a variety of lot sizes and housing types in a quality living environment. The request is consistent with policies in this Element of the Comprehensive Plan.

**Infill Housing Policy Statement** - This policy was created in recognition of the fact that infill housing will be the primary source for future residential development in Plano. This policy statement provides guidance for decision makers, developers, and staff. The request is supported by several policy objectives established in the Infill Housing Policy Statement. Specifically, the requested development would provide a variety of housing options for prospective Plano residents, expand Plano's housing stock even as the availability of land decreases, and it would create new housing opportunities that complement and support existing residential development.

Additionally, as noted in this policy statement, "Infill housing can provide several benefits for people who live and work in Plano. The city is an employment center in the North Dallas region and a net importer of workers. Infill housing can provide residential opportunities for workers with jobs in the city, thus reducing commuting distances and time. Infill housing could serve the new residents to the region who want to live close to employment and cultural opportunities."

## **School Capacity**

The subject property is located within the Harrington Elementary School attendance zone, which feeds into Carpenter Middle School, Clark High School, and Plano Senior High School. The proposed residential uses are consistent with the plans for this area as shown on the Future Land Use Map in the city's Comprehensive Plan and the school district is aware of the plan. Based upon the current feeder alignments these schools are not at capacity.

## **Overview of Proposed Planned Development Stipulations**

### **Planned Development-Single-Family Residence-6/Single-Family Residence-7/Patio Home**

This proposed PD district comprising 108.2± acres, is divided into three tracts. Residential development standards are proposed for each tract. Additionally, the requested PD contains "General Provisions" for the entire district, which includes the following items summarized below.

**Open Space** - The proposed PD language establishes a minimum amount of open space to be provided within the overall PD zoning district. The requested standards establish a higher minimum area of open space than that which is required in the base residential zoning districts. In order to create the desired configuration of open space, with the open space lots consolidated into larger useable areas, the request proposes to modify the requirement in the Zoning Ordinance that states that all lots shall be located within 600 feet of a required open space. The PD proposes to allow residential lots to be located at a greater distance from the open space, a maximum of 1,200 feet.

**Landscaping Requirements** - The proposed language establishes a 15-foot landscape edge along Custer Road and Park Boulevard. It also establishes a 32-foot landscape buffer along the south side of Baffin Bay Drive that is inclusive of street right-of-way (22-foot width) and a ten-foot landscape buffer/open space lot dedicated to the homeowners association. Along Country Place Drive, the PD requires a minimum ten-foot landscape buffer/open space lot dedicated to the homeowners association. This ten-foot landscape buffer, combined with the existing 11.5-foot right-of-way, provides for a 21.5-foot landscape buffer along the west side of Country Place Drive, except at the north end of the property where the Country Place Drive right-of-way widens. The homeowners association shall be responsible for maintaining all landscaping elements.

**Street Section for Baffin Bay** - The proposed language specifies an alternate street section for Baffin Bay Drive. Baffin Bay Drive is a Residential/Local Road (Type G). This street type has a pavement width of 27 feet within a 50-foot right-of-way. The northern portion of Baffin Bay Drive was constructed with the development of the adjacent Ports O'Call neighborhood to the north. Construction of the southern portion of Baffin Bay Drive will occur concurrent with development of the subject property.

Currently, a row of Hackberry trees exist along the northern property line of the subject property. If Baffin Bay Drive were to be constructed as a standards Type G roadway, these trees would all be removed.

Staff together with the applicant, evaluated the possibilities for preserving the trees along Baffin Bay Drive. One option considered was to retain the trees by creating a median within Baffin Bay Drive. As part of the evaluation of this option, the condition of the trees was evaluated by a city arborist. Many of the trees were found to be in moderate to poor condition. If this option were pursued, the trees would be further impacted by the additional Baffin Bay Drive construction. A significant amount of tree loss could be expected. Due to the need to grade the island, it would not be practical to replace the trees until such time when all trees were gone. The median could then be regraded to accommodate new trees being planted within the center of the median. Given this situation, staff and the applicant explored additional street section design options focused on creating the best long term outcome.

The proposed street section, which retains on-street parking on the north side of Baffin Bay Drive, provides two through travel lanes with a 32-foot landscape buffer being provided along the south side of Baffin Bay Drive. Given the three street section options considered, staff supports the proposed street section as the best long term option for the overall residential neighborhood area.

**Street Section for Country Place Drive** - As discussed in the above "Landscape Requirements" section of the report, the applicant is proposing a minimum ten-foot landscape buffer/open space lot in addition to the existing 11.5-foot right-of-way, for a total landscape buffer of 21.5 feet. The Zoning Ordinance does not require a developer to provide a landscape buffer along residential collector streets; therefore, the proposed ten-foot buffer exceeds the city's requirements.

There is an existing row of Hackberry trees along the southern portion of the east property line of the subject property. A city arborist examined the existing trees and found them to be in moderate condition. With the development of the subject property, given the site grading and other construction activities, these trees will be further impacted. Staff believes that the best long term option is to have the existing trees removed and replaced with newer trees that can grow and thrive in a dedicated landscape area, maintained by the homeowners association. Additionally, the applicant is proposing a meandering sidewalk along Country Place Drive, similar to Baffin Bay Drive.

**Proposed Screening Requirements** - The proposed stipulations specify details of the screening to be provided along Custer Road, Park Boulevard, Baffin Bay Drive, and Country Place Drive.

- Where side or rear lot lines abut Custer Road, Park Boulevard, or Baffin Bay Drive, a maximum eight-foot masonry screening wall shall be provided. Additionally, along Baffin Bay Drive and Country Place Drive, a six-foot ornamental fence that is at least 50% open in construction, shall be provided where streets internal to the development are adjacent to Baffin Bay Drive or Country Place Drive rights-of-way in order to provide views into the residential development instead of a continuous screening wall.
- In all cases, a landscape buffer, as described previously shall be installed to separate the wall from the adjacent right-of-way and to soften the appearance.

- Since the screening elements exceed the screening requirements in the Zoning Ordinance, the homeowners association shall be responsible for maintaining all required walls, fencing, and landscaping.

### **Planned Development- Single-Family Residence-Attached**

This proposed planned development district, comprising 11.0± acres, consists of one tract with SF-A as the base zoning district. To be consistent with the published zoning public hearing notice, this area has been maintained as a separate planned development district. The proposed stipulations include details such as: minimum open space requirements; required street trees; required six-foot sidewalks; area, bulk and yard requirements; and specifications for street sections within the district. The provisions for the SF-A tract are the same as what was initially proposed by the applicant when the SF-A was proposed further east, with the exception of the maximum density which has been lowered from 40 dwelling units per acre to a maximum of 25 units per acre.

The proposed stipulations for both districts are provided below.

### **Planned Development-Single-Family Residence-6/Single-Family Residence-7/Patio Home**

Location: NE corner of Park Blvd. and Custer Rd.  
Acreage: 108.2±

Restrictions:

#### General Provisions of the Planned Development District:

1. The exhibits attached hereto are adopted as part of this ordinance.
2. Maintenance of all open space, landscaping, detention areas, and common amenities shall be the responsibility of a homeowners association. This responsibility shall include any landscaping improvements within the Baffin Bay Drive right-of-way south of the curb line, and within the Country Place Dr. right of way west of the curb line. The homeowners association's documents shall be approved by the City Attorney.
3. A private recreation facility is an additional allowed use by right within the district.
4. Streets:  
  
Baffin Bay Dr. shall be constructed as shown in Exhibit "B".
5. Landscaping and Open Space:
  - a. A combined minimum of eight acres of open space shall be provided within the district and shall be provided in accordance with Subsection 3.117 (Useable Open Space), except as provided herein.

- b. All residential lots within Tract C must be located within 1,200 feet of required usable open space as measured along a street.
  - c. Open space provided shall be shown on an approved concept plan.
  - d. A minimum 15-foot landscape buffer dedicated to a homeowners association shall be provided along Park Blvd. and Custer Rd.
6. Screening:
- a. A maximum eight-foot masonry screening wall shall be constructed along the rear or side lot line of lots adjacent to Custer Rd., Park Blvd., and Baffin Bay Dr. The wall shall be separated from the right-of-way by a minimum 15-foot landscape buffer to be maintained by the homeowners association. The landscaping shall be provided on the street side of the wall. The wall shall be located in a lot dedicated to the homeowners association.
  - b. A six-foot ornamental metal fence, which is at least 50% open in construction, and shrubbery shall be installed/constructed when street rights-of-way are provided internal to the residential subdivision that are adjacent to either Baffin Bay Dr. or Country Place Dr. rights-of-way. The fence shall be separated from the right-of-way for Baffin Bay Dr. and Country Place Dr. by a minimum ten-foot landscape buffer dedicated to a homeowners association. Where the fence extends to single-family residential lots, the six-foot ornamental fence may extend across the front yard building line. A minimum of two pedestrian access points within the ornamental fence shall be provided to the sidewalk along Baffin Bay Dr. and a minimum of one pedestrian access point shall be provided to the sidewalk along Country Place Dr.

### Residential Development Standards

1. Standards relating to SF-6 (Tract A)
- a. Uses and development standards shall be in accordance with the SF-6 district except as provided in this subsection.
  - b. Minimum Front Yard (for front entry): 15 feet. Garages shall be set back a minimum of 20 feet from the front property lines.
  - c. Minimum Rear Yard: 15 feet
  - d. Minimum Side Yard: six feet, except as provided in Section 3.600 (Side Yard Regulations)
  - e. Minimum Side Yard: -- Corner Lot: 15 feet on street side, except as provided in Section 3.600 (Side Yard Regulations)
  - f. Maximum Coverage: 55%

2. Standards relating to SF-7 (Tract B)
  - a. Uses and development standards shall be in accordance with the SF-7 district except as provided in this subsection.
  - b. Minimum Front Yard: 25 feet
  - c. Minimum Rear Yard: 10 feet, except as provided in Section 3.700 (Rear Yard Regulations)
  - d. Minimum Side Yard: 7 feet, except as provided in Section 3.600 (Side Yard Regulations)
  - e. Minimum Side Yard: -- Corner Lot: 15 feet on street side, except as provided in Section 3.600 (Side Yard Regulations)
  - f. Maximum Coverage: 55%
3. Standards relating to Patio Home (Tract C)
  - a. Uses and development standards shall be in accordance with the PH district except as provided in this subsection.
  - b. Maximum Lot Coverage: 65%

### **Planned Development- Single-Family Residence Attached**

Location: NE corner of Park Blvd. and Custer Rd.  
Acreage: 11.0±

#### General Provisions of the Planned Development District:

1. The exhibits attached hereto are adopted as part of this ordinance.
2. Maintenance of all open space, landscaping, detention areas and common amenities shall be the responsibility of a homeowners association. The homeowners association's documents shall be approved by the City Attorney.
3. All residential lots within the district must be located within 1,200 feet of required usable open space as measured along a street.
4. Streets:
  - a. The north and east sides of the district shall be bounded by streets with a minimum 60-foot right-of-way.
  - b. Streets shall be constructed as shown in Exhibit "D".

## 5. Landscaping

A minimum 15-foot landscape edge shall be provided along Park Blvd. and Custer Rd.

### Residential Development Standards

#### Standards relating to SF-A

- a. Uses and development standards shall be in accordance with the SF-A district except as provided in this subsection.
- b. Maximum Density: 25 dwelling units per acre
- c. Minimum Lot Width: 20 feet
- d. Minimum Lot Depth: 50 feet
- e. Front Yard Setbacks:
  - i. Minimum Setback: 11 feet from back of curb to building
  - ii. Maximum Setback: 17 feet from back of curb to building
- f. Minimum Lot Area: 1,100 square feet
- g. Maximum Lot Coverage: 95%
- h. Maximum Rear Yard: Five feet
- i. Minimum Side Yard:
  - i. Interior Side Yard: None
  - ii. Exterior Side Yard (Corner Lot): Shall be treated the same as front yards
- j. Buildings must be separated by a minimum distance of ten feet.
- k. Maximum Height: Two story (35 feet)
- l. Maximum Building Length: 200 feet
- m. Maximum Number of Units per Building: Ten
- n. Each dwelling unit shall have a garage with a minimum of two parking spaces. Garage entrances shall be allowed only from an alley. The distance from the garage to the travel lane of the alley shall be a maximum of five feet in length or shall be a minimum of 20 feet in length. The elimination of the garage space, by enclosing the garage with a stationary wall, shall be prohibited.

o. Street, Sidewalk and Streetscape Regulations

- i. Street trees shall be uniformly placed in planting beds within six feet of the back-of-curb, a maximum of 90 feet on center.
- ii. Sidewalks shall be a minimum unobstructed width of six feet and shall be placed along the street frontage. Sidewalks are in addition to and shall be placed adjacent to the street tree area.
- iii. Stoops and landscaped areas adjacent to the building may extend a maximum distance of six feet into the areas between the front facade of the building and the back-of-curb provided that a minimum six-foot unobstructed sidewalk is maintained.

**Public Response**

At the time of packet preparation, two responses have been received in support of this request and 119 responses have been received in opposition. Of those in opposition, 37 represent property within the 200-foot notification buffer. Copies of these responses were provided to the Commission under separate cover with the September 19, 2011, packet. Staff has not received any additional letters since the September 19, 2011, meeting.

**Concept Plan**

Since the requested zoning is a PD, the zoning request must be accompanied by a concept plan. The applicant has submitted a concept plan which is on this meeting agenda as Agenda Item 7B. If the Commission determines to recommend approval of the zoning request as amended, staff supports approval of the concept plan.

**Summary**

The applicant is requesting to rezone 119.2± acres located at the northeast corner of Custer Road and Park Boulevard **from** Agricultural **to** Planned Development-Single-Family Residence-6/Single-Family Residence-7/Patio Home and Planned Development-Single-Family Residence Attached. The Comprehensive Plan supports this request given the plan's recommendation for residential use.

**RECOMMENDATION:**

Staff recommends approval as submitted as follows:

## **Planned Development-Single-Family Residence-6/Single-Family Residence-7/Patio Home**

Location: NE corner of Park Blvd. and Custer Rd.

Acreage: 108.2±

Restrictions:

### General Provisions of the Planned Development District:

1. The exhibits attached hereto are adopted as part of this ordinance.
2. Maintenance of all open space, landscaping, detention areas, and common amenities shall be the responsibility of a homeowners association. This responsibility shall include any landscaping improvements within the Baffin Bay Dr. right-of-way south of the curb line, and within the Country Place Dr. right of way west of the curb line. The homeowners association's documents shall be approved by the City Attorney.
3. A private recreation facility is an additional allowed use by right within the district.
4. Streets:

Baffin Bay Drive shall be constructed as shown in Exhibit "B".
5. Landscaping and Open Space:
  - a. A combined minimum of eight acres of open space shall be provided within the district and shall be provided in accordance with Subsection 3.117 (Useable Open Space), except as provided herein.
  - b. All residential lots within Tract C must be located within 1,200 feet of required usable open space as measured along a street.
  - c. Open space provided shall be shown on an approved concept plan.
  - d. A minimum 15-foot landscape buffer dedicated to a homeowners association shall be provided along Park Blvd. and Custer Rd.
6. Screening:
  - a. A maximum eight-foot masonry screening wall shall be constructed along the rear or side lot line of lots adjacent to Custer Rd., Park Blvd., and Baffin Bay Dr. The wall shall be separated from the right-of-way by a minimum 15-foot landscape buffer to be maintained by the homeowners association. The landscaping shall be provided on the street side of the wall. The wall shall be located in a lot dedicated to the homeowners association.

- b. A six-foot ornamental metal fence, which is at least 50% open in construction, and shrubbery shall be installed/constructed when street rights-of-way are provided internal to the residential subdivision that are adjacent to either Baffin Bay Dr. or Country Place Dr. rights-of-way. The fence shall be separated from the right-of-way for Baffin Bay Dr. and Country Place Dr. by a minimum ten-foot landscape buffer dedicated to a homeowners association. Where the fence extends to single-family residential lots, the six-foot ornamental fence may extend across the front yard building line. A minimum of two pedestrian access points within the ornamental fence shall be provided to the sidewalk along Baffin Bay Dr. and a minimum of one pedestrian access point shall be provided to the sidewalk along Country Place Dr.

### Residential Development Standards

#### 1. Standards relating to SF-6 (Tract A)

- a. Uses and development standards shall be in accordance with the SF-6 district except as provided in this subsection.
- b. Minimum Front Yard (for front entry): 15 feet. Garages shall be set back a minimum of 20 feet from the front property lines.
- c. Minimum Rear Yard: 15 feet
- d. Minimum Side Yard: Six feet, except as provided in Section 3.600 (Side Yard Regulations)
- e. Minimum Side Yard: -- Corner Lot: 15 feet on street side, except as provided in Section 3.600 (Side Yard Regulations)
- f. Maximum Coverage: 55%

#### 2. Standards relating to SF-7 (Tract B)

- a. Uses and development standards shall be in accordance with the SF-7 district except as provided in this subsection.
- b. Minimum Front Yard: 25 feet
- c. Minimum Rear Yard: 10 feet, except as provided in Section 3.700 (Rear Yard Regulations)
- d. Minimum Side Yard: 7 feet, except as provided in Section 3.600 (Side Yard Regulations)
- e. Minimum Side Yard: -- Corner Lot: 15 feet on street side, except as provided in Section 3.600 (Side Yard Regulations)
- f. Maximum Coverage: 55%

3. Standards relating to Patio Home (Tract C)
  - a. Uses and development standards shall be in accordance with the PH district except as provided in this subsection.
  - b. Maximum Lot Coverage: 65%

### **Planned Development - Single-Family Residence Attached**

Location: NE corner of Park Blvd. and Custer Rd.  
Acreage: 11.0±

#### General Provisions of the Planned Development District:

1. The exhibits attached hereto are adopted as part of the ordinance.
2. Maintenance of all open space, landscaping, detention areas and common amenities shall be the responsibility of a homeowners association. The homeowners association's documents shall be approved by the City Attorney.
3. All residential lots within the district must be located within 1,200 feet of required usable open space as measured along a street.
4. Streets:
  - a. The north and east sides of the district shall be bounded by streets with a minimum 60-foot right-of-way.
  - b. Streets shall be constructed as shown in Exhibit "D".
5. Landscaping

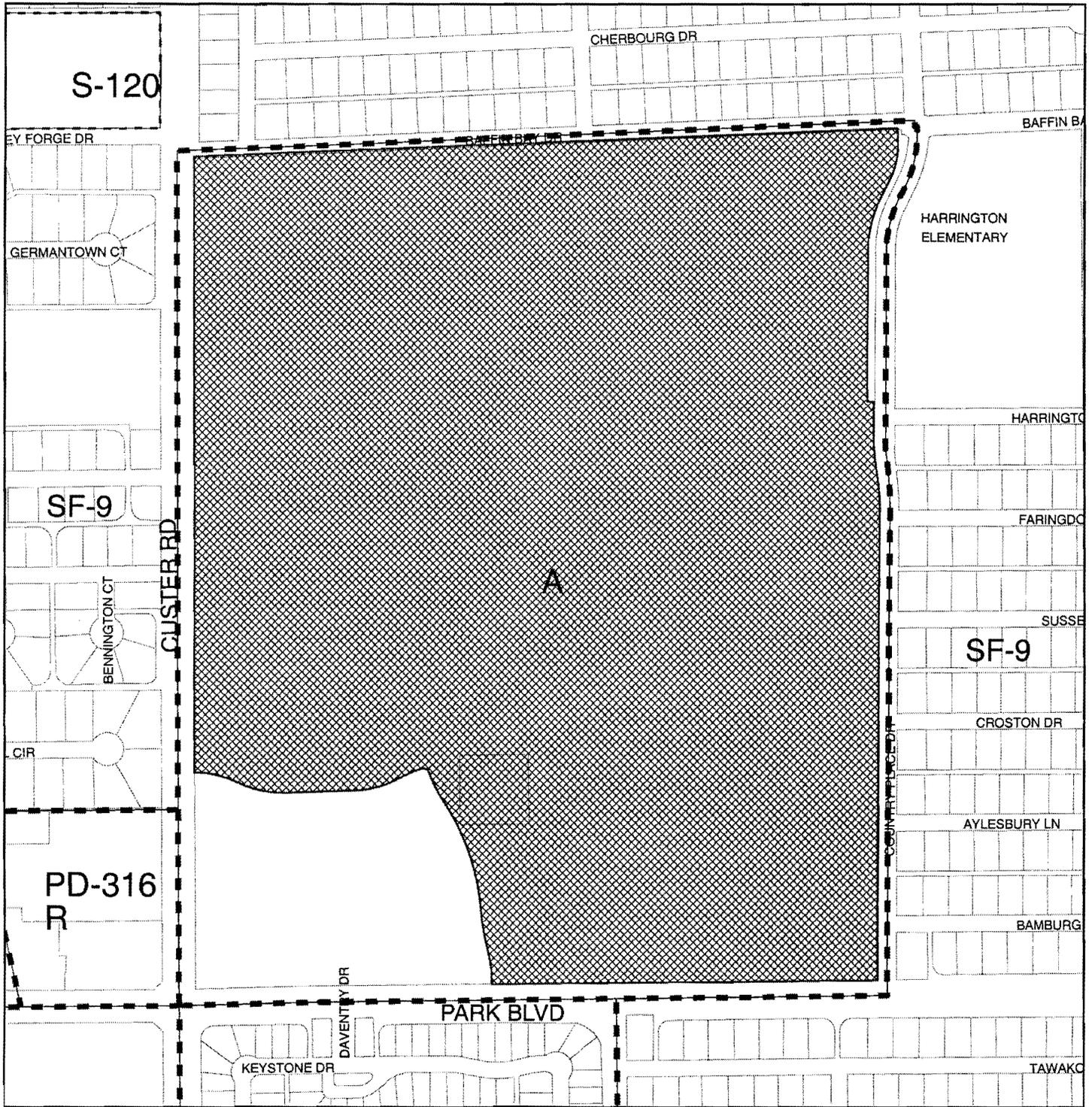
A minimum 15-foot landscape edge shall be provided along Park Blvd. and Custer Rd.

#### Residential Development Standards

##### Standards relating to SF-A

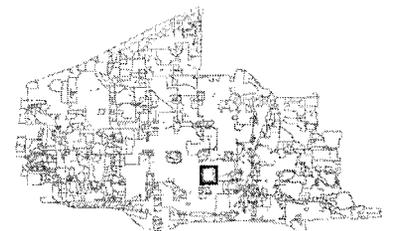
- a. Uses and development standards shall be in accordance with the SF-A district except as provided in this subsection.
- b. Maximum Density: 25 dwelling units per acre
- c. Minimum Lot Width: 20 feet
- d. Minimum Lot Depth: 50 feet
- e. Front Yard Setbacks:

- i. Minimum Setback: 11 feet from back of curb to building
- ii. Maximum Setback: 17 feet from back of curb to building
- f. Minimum Lot Area: 1,100 square feet
- g. Maximum Lot Coverage: 95%
- h. Maximum Rear Yard: Five feet
- i. Minimum Side Yard:
  - i. Interior Side Yard: None
  - ii. Exterior Side Yard (Corner Lot): Shall be treated the same as front yards
- j. Buildings must be separated by a minimum distance of ten feet.
- k. Maximum Height: Two-story (35 feet)
- l. Maximum Building Length: 200 feet
- m. Maximum Number of Units per Building: Ten
- n. Each dwelling unit shall have a garage with a minimum of two parking spaces. Garage entrances shall be allowed only from an alley. The distance from the garage to the travel lane of the alley shall be a maximum of five feet in length or shall be a minimum of 20 feet in length. The elimination of the garage space, by enclosing the garage with a stationary wall, shall be prohibited.
- o. Street, Sidewalk and Streetscape Regulations
  - i. Street trees shall be uniformly placed in planting beds within six feet of the back-of-curb, a maximum of 90 feet on center.
  - ii. Sidewalks shall be a minimum unobstructed width of six feet and shall be placed along the street frontage. Sidewalks are in addition to and shall be placed adjacent to the street tree area.
  - iii. Stoops and landscaped areas adjacent to the building may extend a maximum distance of six feet into the areas between the front facade of the building and the back-of-curb provided that a minimum six-foot unobstructed sidewalk is maintained.



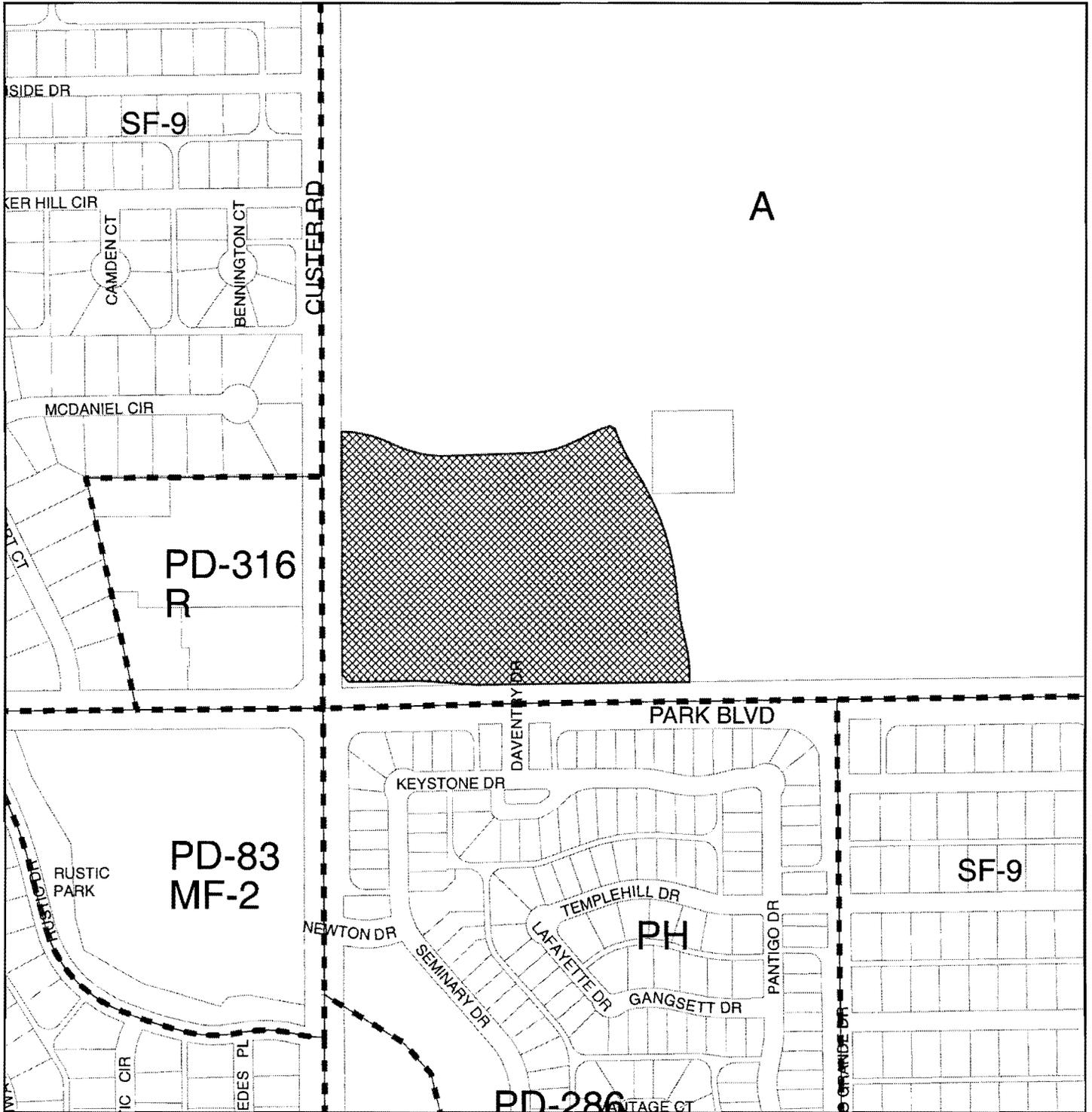
Zoning Case #: 2011-15

Existing Zoning: AGRICULTURAL



○ 200' Notification Buffer



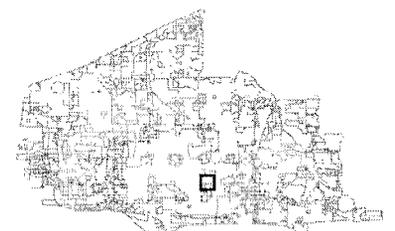


A

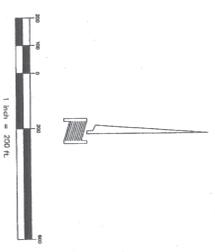
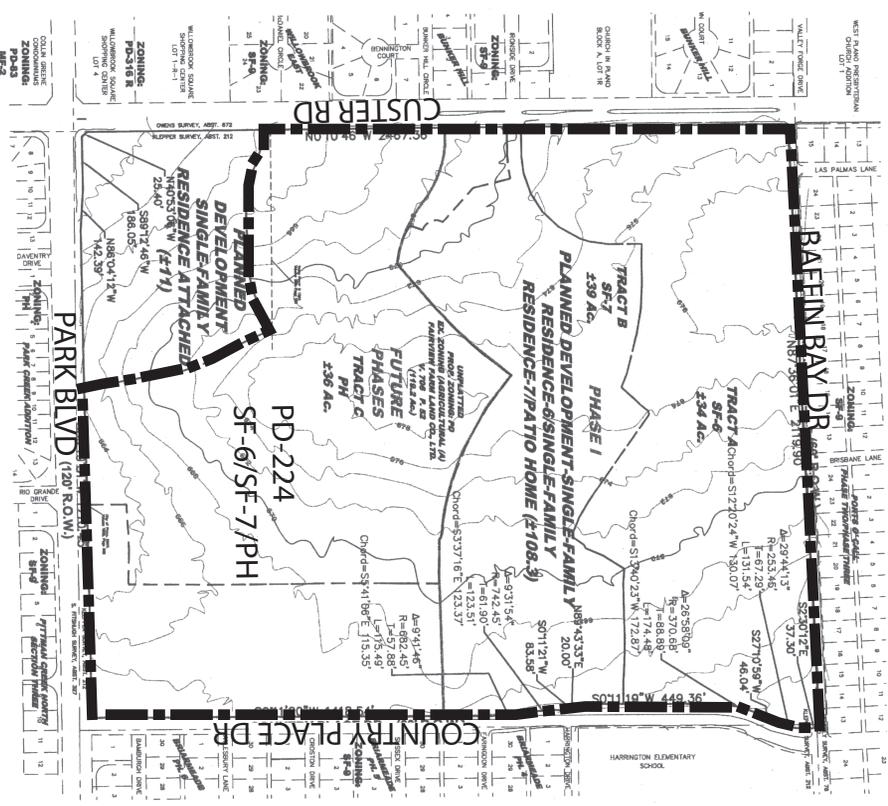


Zoning Case #: 2011-15

Existing Zoning: AGRICULTURAL



○ 200' Notification Buffer



**NOTES:**  
 1) All SF-6, SF-7, PH, and SFA lots will conform to the minimum lot width, depth, and area standards as defined in Plano zoning ordinance except as amended by the regulations within the planned development districts.

**ZONING CASE 2011-15**

**ZONING EXHIBIT**  
 EXHIBIT REVISION: MAY 18, 2011  
 EXHIBIT REVISION: OCTOBER 12, 2011

**HAGGARD ESTATES**

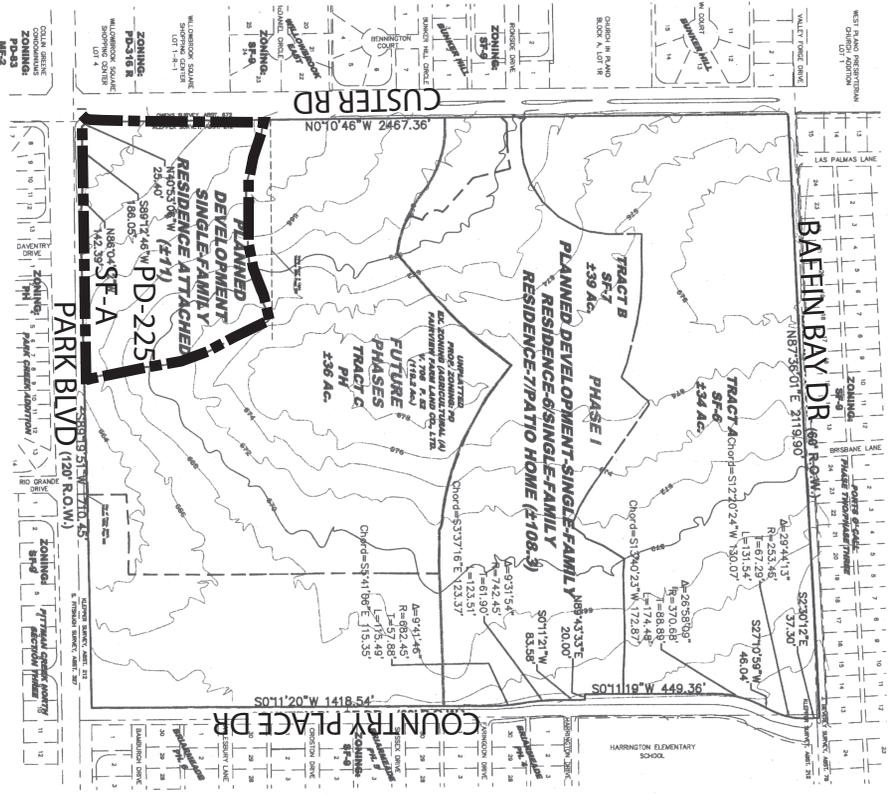
119.264 Acres  
 PLANNER/ENGINEER  
 KLEPPER SURVEY, ABST. 212  
 CITY OF PLANO, COLLIN COUNTY, TEXAS

**OWNER/APPLICANT:**  
 Fairview Farm Land Co., Ltd.  
 3314 N. Central Expressway, Ste. 100  
 Plano, TX 75093

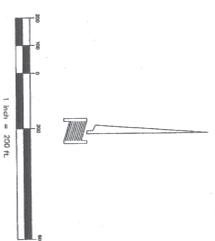
**PLANNER/ENGINEER/SURVEYOR:**  
 Dowdey, Anderson & Associates, Inc.  
 5225 Village Creek Dr., Ste. 200  
 Plano, TX 75093  
 Contact: Rodney Haggard

**PLANNER/ENGINEER**  
 DOWDEY, ANDERSON & ASSOCIATES, INC.  
 5225 Village Creek Dr., Ste. 200  
 Plano, TX 75093  
 Contact: Matt Alexander

**NOTE:**  
 Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.



**NOTES:**  
 1) All SF-6, SF-7, PH, and SFA lots will conform to the minimum lot width, depth, and area standards as defined in Plano zoning ordinance except as amended by the regulations within the planned development districts.



**NOTE:**  
 Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

**OWNER/APPLICANT:**  
 Fairview Farm Land Co, Ltd.  
 3314 N. Central Expressway, Ste. 100  
 Plano, TX 75074

**PLANNER/ENGINEER/SURVEYOR:**  
 Dowdey, Anderson & Associates, Inc.  
 5225 Village Creek Dr., Ste. 200  
 Plano, TX 75093  
 Contact: Matt Alexander

**ZONING CASE 2011-15**

**ZONING EXHIBIT**

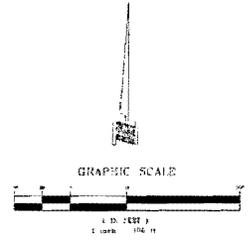
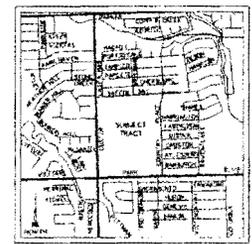
**HAGGARD**  
**ESTATES**

119.264 Acres  
 KLEPPER SURVEY, ABST. 212  
 CITY OF PLANO, COLLIN COUNTY, TEXAS

PLANNER/ENGINEER  
 DOWDEY, ANDERSON & ASSOCIATES, INC.  
 5225 Village Creek Dr., Ste. 200  
 Plano, Texas 75093 97271666

ENGINEER/PLANNER  
 EXHIBIT REVISED: OCTOBER 12, 2011

JOB # 1004



**ZONING:**  
SF-9

**ZONING:**  
SF-9

**TRACT "A"**  
±34 AC.  
(SF-6)

**TRACT "B"**  
±39 AC.  
(SF-7)

**TRACT "C"**  
±36 AC.

**BRIARMEADE**  
PH. 4

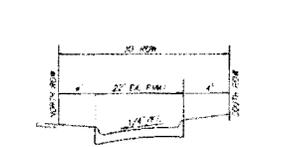
**ZONING:**  
SF-9

**ZONING:**  
SF-9

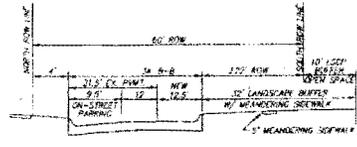
**OWNER/APPLICANT:**  
Fairview Farm Land Co., Ltd.  
3314 N. Central Expressway, Ste. 100  
Plano, TX. 75074  
Contact: Rodney Haggard

**PLANNER/ENGINEER/SURVEYOR:**  
Dowdey, Anderson & Associates, Inc.  
5225 Village Creek Dr., Ste. 200  
Plano, TX. 75093  
Contact: Matt Alexander

- NOTES:**
- 1) Dimensions are face-to-face unless otherwise noted.
  - 2) The existing speed bumps on Baffin Bay shall be encircled onto the proposed pavement too.
  - 3) The final location of Private Recreation Centers shall be determined at time of preliminary plat approval.



EXISTING PAVEMENT SECTION - BAFFIN BAY  
N.T.S.

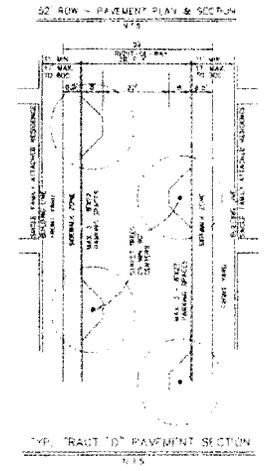
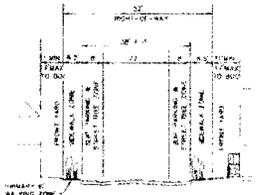
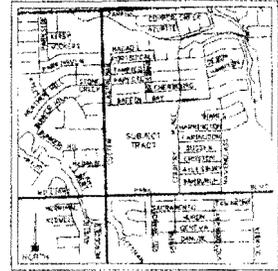
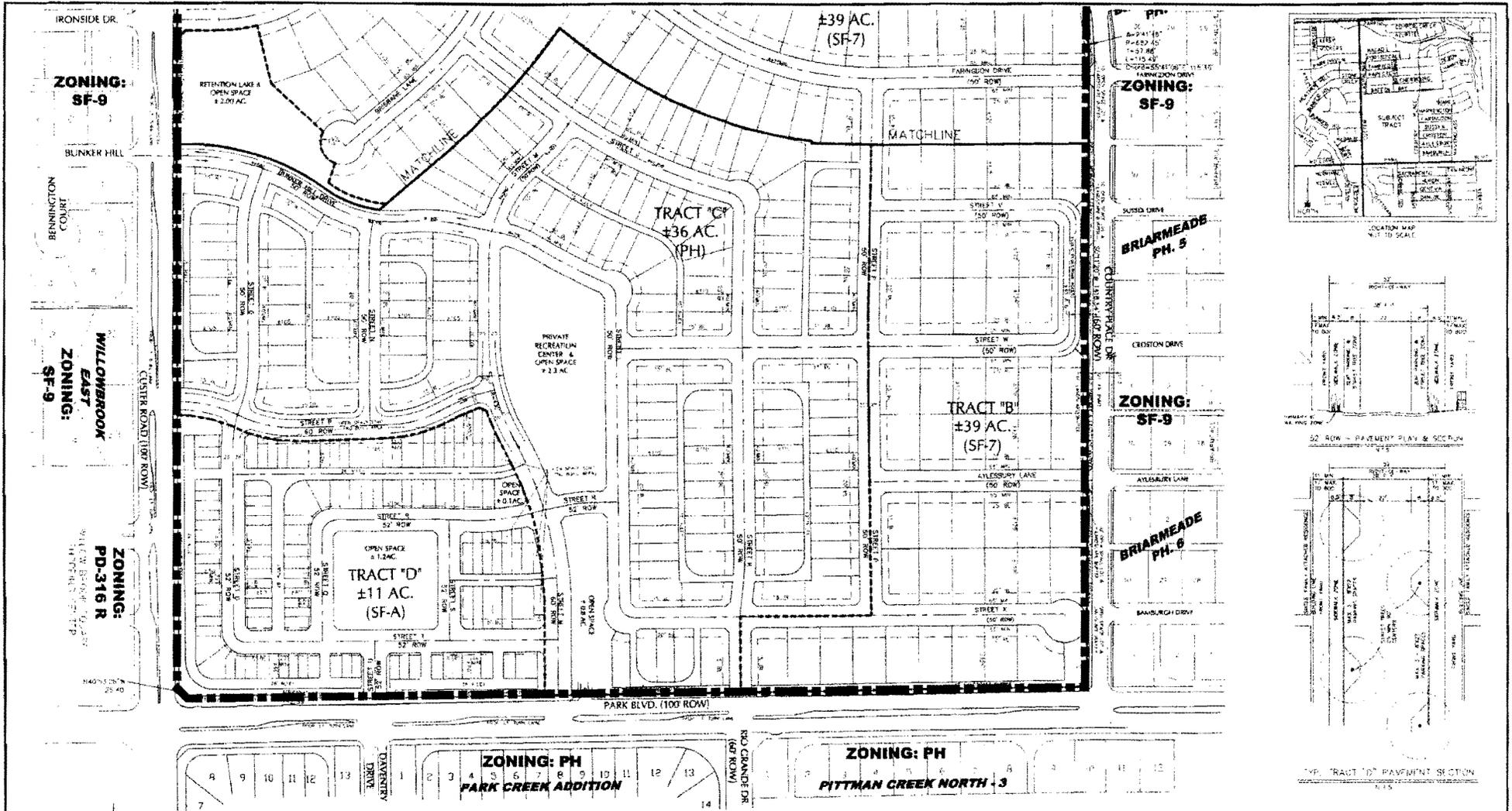


PROPOSED PAVEMENT SECTION - BAFFIN BAY  
N.T.S.

<b>CONCEPT PLAN - PHASE I</b>					
<b>HAGGARD ESTATES</b>					
KLEPPER SURVEY ABSTRACT NO. 212					
CITY OF PLANO, COLLIN COUNTY, TEXAS					
<b>DOWDEY, ANDERSON &amp; ASSOCIATES, INC.</b> 5225 Village Creek Drive, Suite 200, Plano, Texas 75093 972-811-6694 STATE REGISTRATION NUMBER: R-399					
DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB
MAVA	IMA	MOD	10/12/2011	1"=100'	10040A
					SHEET 1

REVISED

PLAT # 417



**ZONING: SF-9**

**ZONING: SF-9**

**ZONING: PD-316 R**

**ZONING: SF-9**

**BRIARMEADE PH. 5**

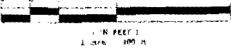
**ZONING: SF-9**

**BRIARMEADE PH. 6**

**ZONING: PH**  
**PARK CREEK ADDITION**

**ZONING: PH**  
**PITTMAN CREEK NORTH - 3**

GRAPHIC SCALE



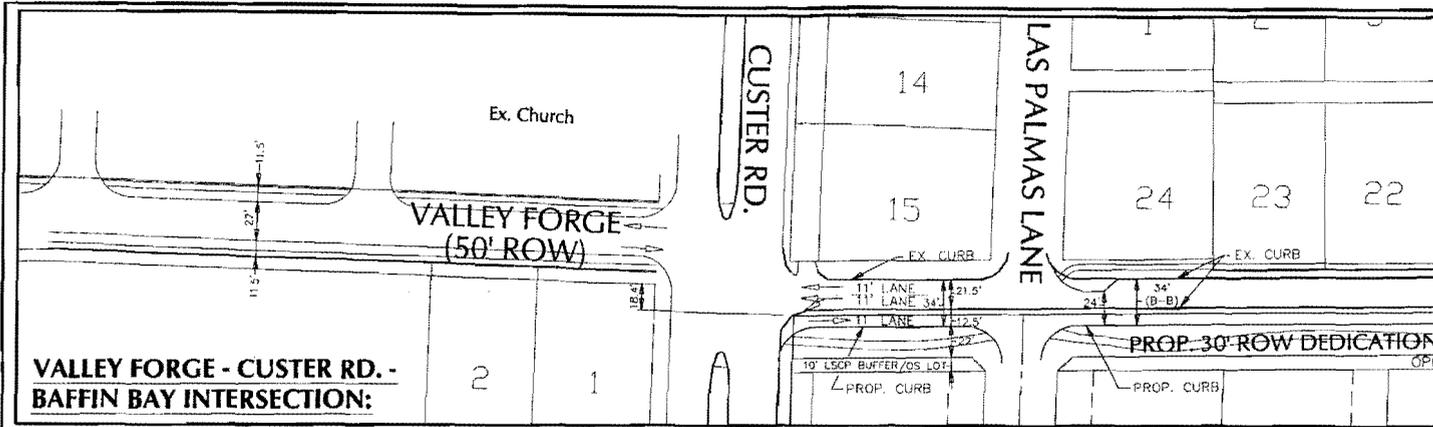
- NOTES:**
- 1) Dimensions are face-to-face unless otherwise noted.
  - 2) The existing speed bumps on Berlin Bay shall be extended onto the proposed pavement too.
  - 3) The final location of Private Recreation Centers shall be determined at time of preliminary plat approval.

**OWNER/APPLICANT:**  
Fairview Farm Land Co., Ltd.  
3314 N. Central Expressway, Ste. 100  
Plano, TX. 75074  
Contact: Rodney Haggard

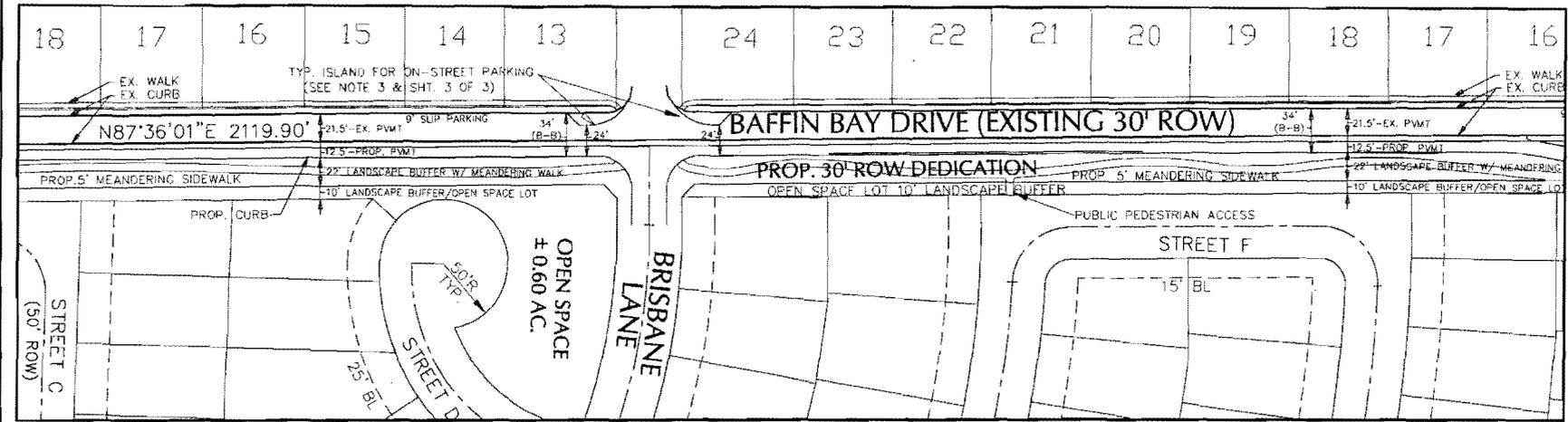
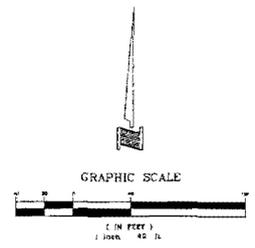
**PLANNER/ENGINEER/SURVEYOR:**  
Dowdey, Anderson & Associates, Inc.  
5225 Village Creek Dr., Ste. 200  
Plano, TX. 75093  
Contact: Matt Alexander

CONCEPT PLAN - FUTURE PHASES						
HAGGARD ESTATES						
KLEPPER SURVEY ABSTRACT NO. 212						
CITY OF PLANO, COLLIN COUNTY TEXAS						
<b>DOWDEY, ANDERSON &amp; ASSOCIATES, INC.</b> 5225 Village Creek Drive, Suite 200, Plano, Texas 75093 972.991.0594 STATE REGISTRATION NUMBER 13399						
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MVA	BA	MS	10/12/2011	1"=100'	103MDA	7

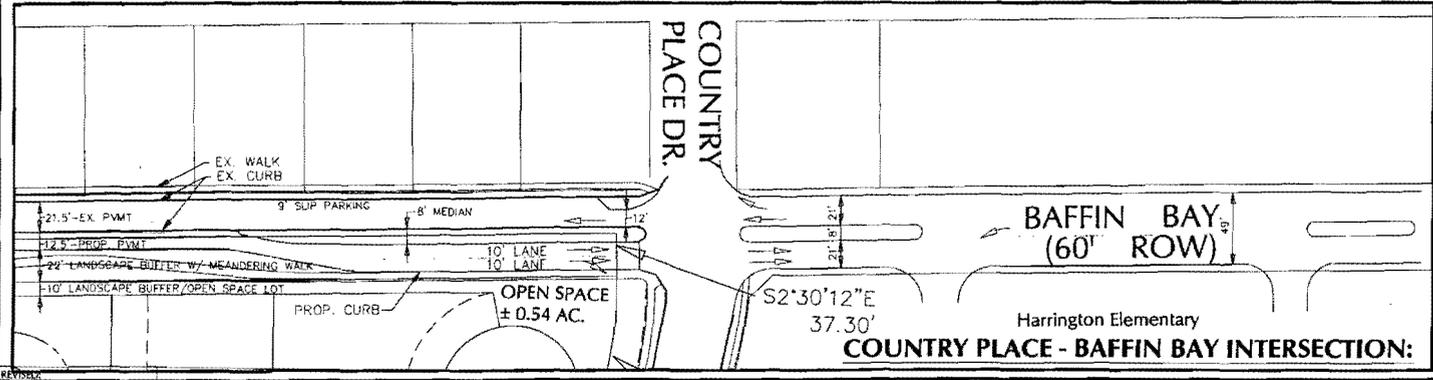
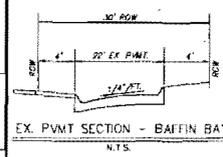
PLATE NO.



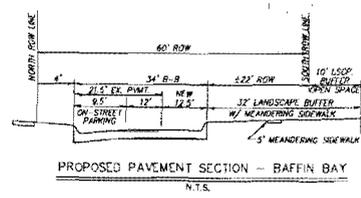
**VALLEY FORGE - CUSTER RD. -  
BAFFIN BAY INTERSECTION:**



**BRISBANE LANE - BAFFIN BAY INTERSECTION:**



**COUNTRY PLACE - BAFFIN BAY INTERSECTION:**



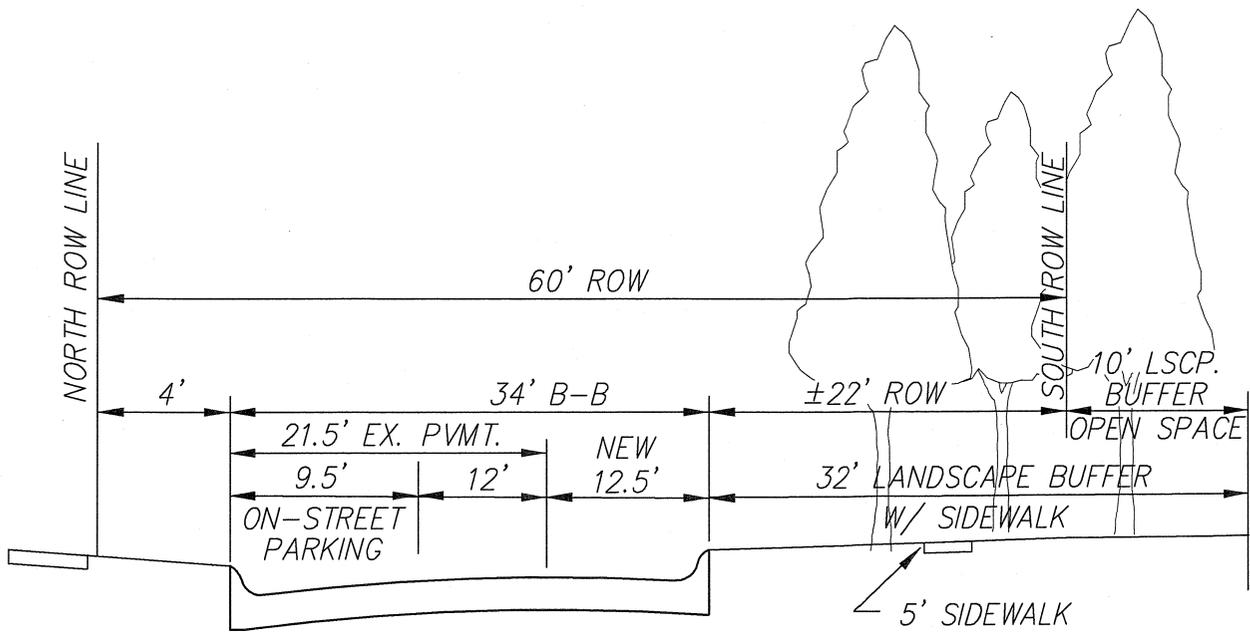
**CONCEPT PLAN - PHASE I**  
**HAGGARD ESTATES**  
 KLEPPER SURVEY ABSTRACT NO. 212  
 CITY OF PLANO, COLLIN COUNTY, TEXAS

**DOWDEY, ANDERSON & ASSOCIATES, INC.**  
 5225 Village Creek Drive, Suite 100 | Plano, Texas 75093 | 972.931.0694  
 STATE REGISTRATION NUMBER: F-199

DESIGN	DRAWN	CHECKED	DATE	SCALE	TITLE	SHEET
MWA	JMA	MSD	10/17/2011	1"=40'	10040A	1

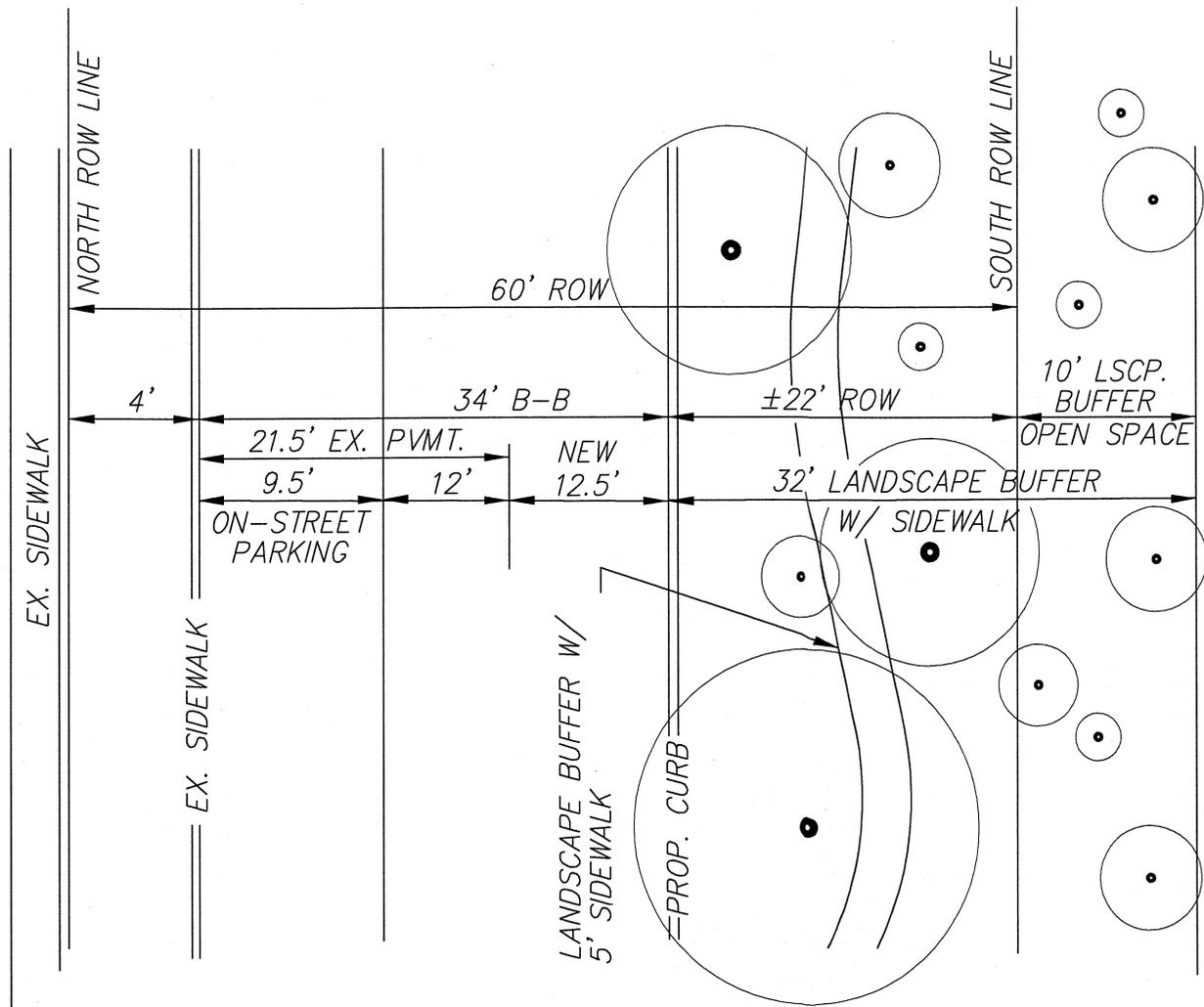
PLATE NO.:

# Exhibit "B"

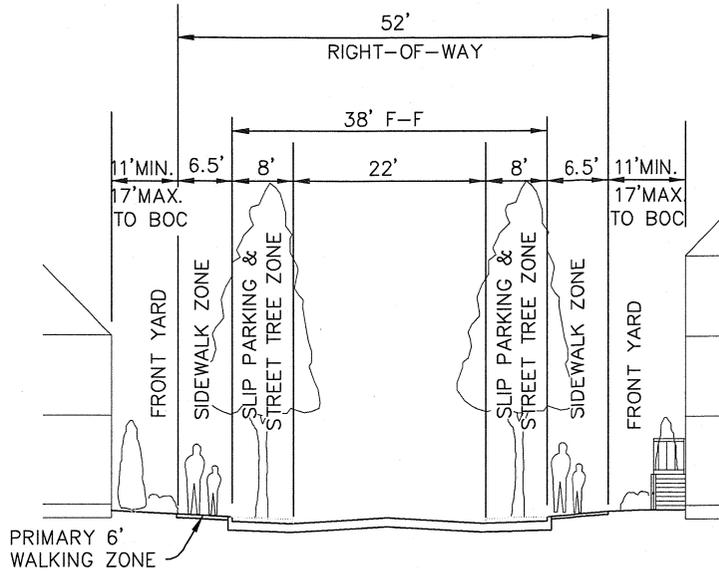


## PROPOSED PAVEMENT SECTION — BAFFIN BAY

N.T.S.

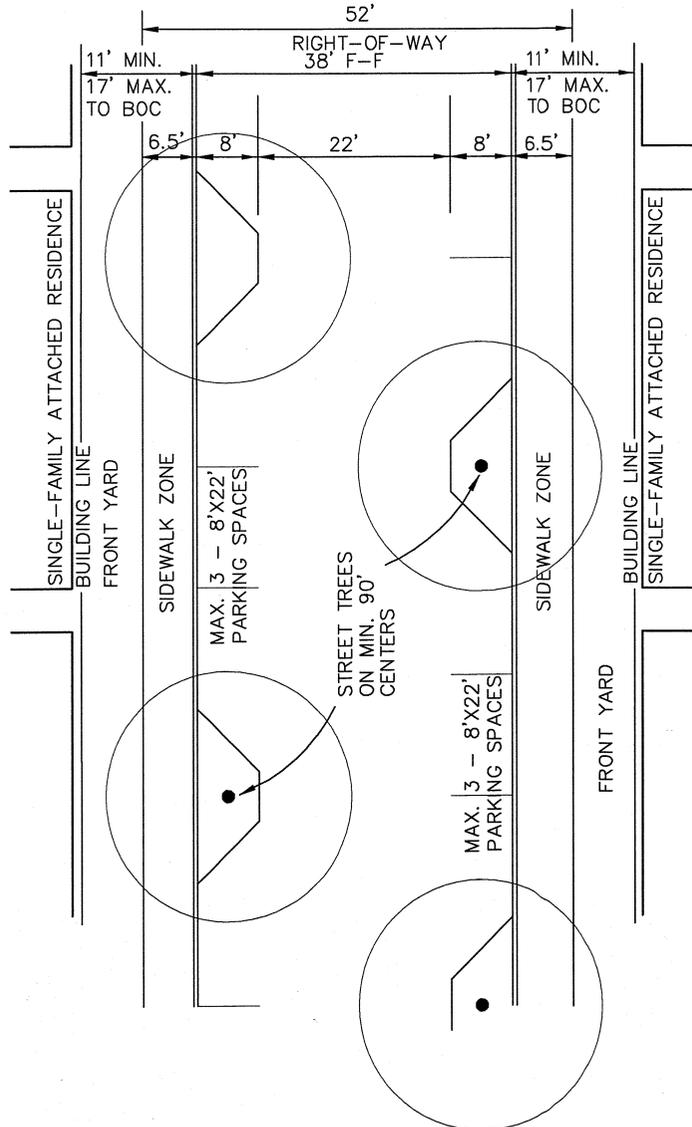


# Exhibit "D"



52' ROW ~ PAVEMENT PLAN & SECTION

N.T.S.



TYP. TRACT "D" PAVEMENT SECTION

N.T.S.

## Zoning Case 2011-15

An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 119.2± acres out of the Daniel Klepper Survey, Abstract No. 212, located at the northeast corner of Custer Road and Park Boulevard in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-224-Single-Family Residence-6/Single-Family Residence-7/Patio Home and Planned Development-225-Single-Family Residence Attached; 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.

**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 14th day of November, 2011, for the purpose of considering rezoning 119.2± acres out of the Daniel Klepper Survey, Abstract No. 212, located at the northeast corner of Custer Road and Park Boulevard in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-224-Single-Family Residence-6/Single-Family Residence-7/Patio Home and Planned Development-225-Single-Family Residence Attached; 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 14th day of November, 2011; and

**WHEREAS**, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

**IT IS, THEREFORE, ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 107.7± acres out of the Daniel Klepper Survey, Abstract No. 212, located generally at the northeast corner of Custer Road and Park Boulevard in the City of Plano, Collin County, Texas,

from Agricultural to Planned Development-224-Single-Family Residence-6/Single-Family Residence-7/Patio Home, 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:

**General Provisions of the Planned Development District:**

1. The exhibits attached hereto are adopted as part of this ordinance.
2. Maintenance of all open space, landscaping, detention areas, and common amenities shall be the responsibility of a homeowners association. This responsibility shall include any landscaping improvements within the Baffin Bay Dr. right-of-way south of the curb line, and within the Country Place Dr. right of way west of the curb line. The homeowners association's documents shall be approved by the City Attorney.
3. A private recreation facility is an additional allowed use by right within the district.
4. Streets:

Baffin Bay Dr. shall be constructed as shown in Exhibit "B".
5. Landscaping and Open Space:
  - a. A combined minimum of eight acres of open space shall be provided within the district and shall be provided in accordance with Subsection 3.117 (Useable Open Space), except as provided herein.
  - b. All residential lots within Tract C must be located within 1,200 feet of required usable open space as measured along a street.
  - c. Open space provided shall be shown on an approved concept plan.
  - d. A minimum 15-foot landscape buffer dedicated to a homeowners association shall be provided along Park Blvd. and Custer Rd.
6. Screening:
  - a. A maximum eight-foot masonry screening wall shall be constructed along the rear or side lot line of lots adjacent to Custer Rd., Park Blvd., and Baffin Bay Dr. The wall shall be separated from the right-of-way by a minimum 15-foot landscape buffer to be maintained by the homeowners association. The

landscaping shall be provided on the street side of the wall. The wall shall be located in a lot dedicated to the homeowners association.

- b. A six-foot ornamental metal fence, which is at least 50% open in construction, and shrubbery shall be installed/constructed when street rights-of-way are provided internal to the residential subdivision that are adjacent to either Baffin Bay Dr. or Country Place Dr. rights-of-way. The fence shall be separated from the right-of-way for Baffin Bay Dr. and Country Place Dr. by a minimum ten-foot landscape buffer dedicated to a homeowners association. Where the fence extends to single-family residential lots, the six-foot ornamental fence may extend across the front yard building line. A minimum of two pedestrian access points within the ornamental fence shall be provided to the sidewalk along Baffin Bay Dr. and a minimum of one pedestrian access point shall be provided to the sidewalk along Country Place Dr.

### Residential Development Standards

#### 1. Standards relating to SF-6 (Tract A)

- a. Uses and development standards shall be in accordance with the SF-6 district except as provided in this subsection.
- b. Minimum Front Yard (for front entry): 15 feet. Garages shall be set back a minimum of 20 feet from the front property lines.
- c. Minimum Rear Yard: 15 feet
- d. Minimum Side Yard: six feet, except as provided in Section 3.600 (Side Yard Regulations)
- e. Minimum Side Yard: -- Corner Lot: 15 feet on street side, except as provided in Section 3.600 (Side Yard Regulations)
- f. Maximum Coverage: 55%

#### 2. Standards relating to SF-7 (Tract B)

- a. Uses and development standards shall be in accordance with the SF-7 district except as provided in this subsection.
- b. Minimum Front Yard: 25 feet
- c. Minimum Rear Yard: 10 feet, except as provided in Section 3.700 (Rear Yard Regulations)

- d. Minimum Side Yard: 7 feet, except as provided in Section 3.600, Side Yard Regulations
- e. Minimum Side Yard: -- Corner Lot: 15 feet on street side, except as provided in Section 3.600 (Side Yard Regulations)
- f. Maximum Coverage: 55%

3. Standards relating to Patio Home (Tract C)

- a. Uses and development standards shall be in accordance with the PH district except as provided in this subsection.
- b. Maximum Lot Coverage: 65%

**Section III.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 11.5± acres out of the Daniel Klepper Survey, Abstract No. 212, located at the northeast corner of Custer Road and Park Boulevard in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-225-Single-Family Residence Attached said property being described in the legal description on Exhibit “C” attached hereto.

**Section IV.** The change granted in Section III is granted subject to the following:

**General Provisions of the Planned Development District:**

- 1. The exhibits attached hereto are adopted as part of this ordinance.
- 2. Maintenance of all open space, landscaping, detention areas and common amenities shall be the responsibility of a homeowners association. The homeowners association's documents shall be approved by the City Attorney.
- 3. All residential lots within the district must be located within 1,200 feet of required usable open space as measured along a street.
- 4. Streets:
  - a. The north and east sides of the district shall be bounded by streets with a minimum 60-foot right-of-way.
  - b. Streets shall be constructed as shown in Exhibit “D”.

## 5. Landscaping

A minimum 15-foot landscape edge shall be provided along Park Blvd. and Custer Rd.

### Residential Development Standards

#### Standards relating to SF-A

- a. Uses and development standards shall be in accordance with the SF-A district except as provided in this subsection.
- b. Maximum Density: 25 dwelling units per acre
- c. Minimum Lot Width: 20 feet
- d. Minimum Lot Depth: 50 feet
- e. Front Yard Setbacks:
  - i. Minimum Setback: 11 feet from back of curb to building
  - ii. Maximum Setback: 17 feet from back of curb to building
- f. Minimum Lot Area: 1,100 square feet
- g. Maximum Lot Coverage: 95%
- h. Maximum Rear Yard: Five feet
- i. Minimum Side Yard:
  - i. Interior Side Yard: None
  - ii. Exterior Side Yard (Corner Lot): Shall be treated the same as front yards
- j. Buildings must be separated by a minimum distance of ten feet.
- k. Maximum Height: Two-story (35 feet)
- l. Maximum Building Length: 200 feet
- m. Maximum Number of Units per Building: Ten

- n. Each dwelling unit shall have a garage with a minimum of two parking spaces. Garage entrances shall be allowed only from an alley. The distance from the garage to the travel lane of the alley shall be a maximum of five feet in length or shall be a minimum of 20 feet in length. The elimination of the garage space, by enclosing the garage with a stationary wall, shall be prohibited.
- o. Street, Sidewalk and Streetscape Regulations
  - i. Street trees shall be uniformly placed in planting beds within six feet of the back-of-curb, a maximum of 90 feet on center.
  - ii. Sidewalks shall be a minimum unobstructed width of six feet and shall be placed along the street frontage. Sidewalks are in addition to and shall be placed adjacent to the street tree area.
  - iii. Stoops and landscaped areas adjacent to the building may extend a maximum distance of six feet into the areas between the front facade of the building and the back-of-curb provided that a minimum six-foot unobstructed sidewalk is maintained.

**Section V.** 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 VI.** 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 VII.** 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 VIII.** 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 IX.** 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 X.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED AND APPROVED THIS THE 14TH DAY OF NOVEMBER, 2011.**

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

**Exhibit "A"**  
**Zoning Case 2011-15**  
**PD-224-SF-6/SF-7/PH**

BEING a tract of land situated in the Daniel Klepper Survey, Abstract No. 212, in the City of Plano, Collin County, Texas, and being a portion of that tract of land conveyed to W.O. Haggard Jr., according to the document filed of record in Volume 706, Page 52, Deed Records of Collin County, Texas, said tract being more particularly described as follows:

COMMENCING at a 1 inch iron rod found at the north end of a corner clip in the east line of Custer Road and the west line of said Haggard tract and being the most northerly southwest corner of the tract described herein;

THENCE North,  $00^{\circ} 10' 46''$  West, with the common line of said Custer Road and the west line of said Haggard tract, a distance of 617.01 feet to the POINT OF BEGINNING of the tract of land described herein;

THENCE North,  $00^{\circ} 10' 46''$  West, with said common line, a distance of 1,850.34 feet to a point for corner at the intersection of said common line with the south line of Baffin Bay Drive for the northwest corner of this tract;

THENCE North,  $87^{\circ} 36' 01''$  East, with the south line of said Baffin Bay Drive, a distance of 2,119.90 feet to a point for corner at the intersection of said south line with the west line of Country Place Drive for the northeast corner of this tract;

THENCE South,  $02^{\circ} 30' 12''$  East, with the west line of said Country Place Drive, a distance of 37.30 feet to a point for corner at the beginning of a curve to the right having a radius of 253.45 feet, a central angle of  $29^{\circ} 44' 13''$  and a chord bearing and distance of South,  $12^{\circ} 20' 24''$  West, 130.07 feet;

With said west line and said curve to the right an arc distance of 131.54 feet to a point for corner;

THENCE continuing with said west line the following courses and distance as follows:

South,  $27^{\circ} 10' 59''$  West, a distance of 46.04 feet to a point for corner at the beginning of a curve to the left having a radius of 370.68 feet, a central angle of  $26^{\circ} 58' 09''$  and a chord bearing and distance of South,  $13^{\circ} 40' 23''$  West, 172.87 feet;

With said curve to the left an arc distance of 174.48 feet to a point for corner;

South,  $00^{\circ} 11' 19''$  West, a distance of 449.36 feet to a point for corner;

North,  $89^{\circ} 43' 33''$  East, a distance of 20.00 feet to a point for corner;

South, 0° 11' 21" West, a distance of 83.58 feet to a point for corner at the beginning of a curve to the left having a radius of 742.45 feet, a central angle of 09° 31' 54" and a chord bearing and distance of South, 03° 37' 16" East, 123.37 feet;

With said curve to the left an arc distance of 123.51 feet to a point for corner at the beginning of a curve to the right having a radius of 682.45 feet, a central angle of 09° 41' 46" and a chord bearing and distance of South, 05° 41' 06" East, 115.35 feet;

With said curve to the right an arc distance of 115.49 feet to a point for corner;

South, 00° 11' 20" West, a distance of 1,418.54 feet to a point for corner in the north line of Park Boulevard for the southeast corner of this tract from which a 1 inch iron rod found for reference bears North, 00° 11' 20" East, a distance of 5.00 feet;

THENCE South, 89° 19' 51" West, leaving the above mention west line and with the north line of said Park Boulevard, a distance of 1,162.37 feet to a point for corner;

THENCE North, 00° 40' 09" East, leaving said north line, a distance of 15.02 feet to a point for corner at the beginning of a curve to the left having a radius of 370.00 feet, a central angle of 13° 57' 27" and a chord bearing and distance of North, 07° 38' 53" West, 89.91 feet;

With said curve to the left an arc distance of 90.13 feet to a point for corner at the beginning of a reverse curve to the right having a radius of 730.00 feet, a central angle of 10° 00' 43" and a chord bearing and distance of North, 09° 37' 14" West, 127.40 feet;

With said curve to the right an arc distance of 127.56 feet to a point for corner at the beginning of a reverse curve to the left having a radius of 670.00 feet, a central angle of 28° 59' 52" and a chord bearing and distance of North, 19° 06' 49" West, 335.48 feet;

With said curve to the left an arc distance of 339.09 feet to a point for corner at the beginning of a reverse curve to the right having a radius of 460.00 feet, a central angle of 13° 37' 08" and a chord bearing and distance of North, 26° 48' 11" West, 109.08 feet;

With said curve to the right an arc distance of 109.34 feet to a point for corner;

THENCE North, 62° 11' 33" West, a distance of 14.67 feet to a point for corner at the beginning of a nontangent curve to the left having a radius of 270.00, a central angle of 10° 54' 30" and a chord bearing and distance of South, 69° 22' 47" West, 51.33 feet;

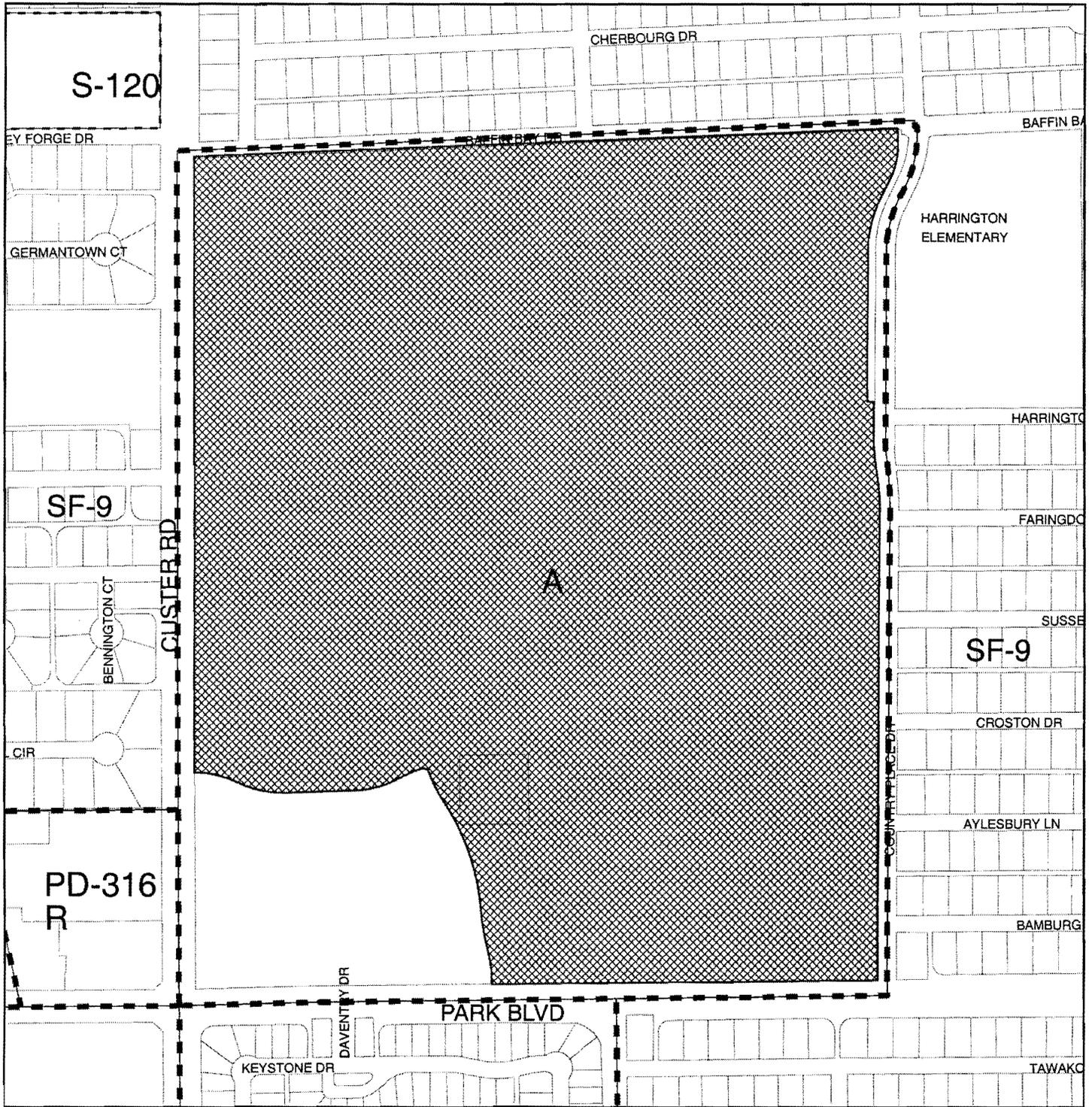
THENCE South, 63° 55' 32" West, a distance of 47.38 feet to a point for corner at the beginning of a curve to the right having a radius of 285.00 feet, a central angle of 24° 10' 40" and a chord bearing and distance of South, 76° 00' 52" West, 119.37 feet;

With said curve to the right an arc distance of 120.26 feet to a point for corner;

THENCE South,  $88^{\circ} 06' 11''$  West, a distance of 209.39 feet to a point for corner at the beginning of a curve to the right having a radius of 310.00 feet, a central angle of  $27^{\circ} 56' 36''$  and a chord bearing and distance of North,  $77^{\circ} 55' 31''$  West, 149.69 feet;

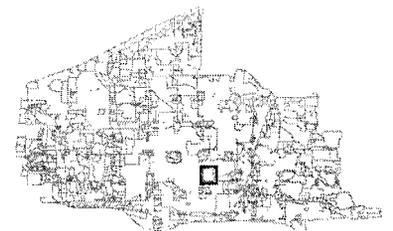
With said curve to the right an arc distance of 151.19 feet to a point for corner at the beginning of a reverse curve to the left having a radius of 290.00 feet, a central angle of  $26^{\circ} 00' 34''$  and a chord bearing and distance of North,  $76^{\circ} 57' 30''$  West, 130.52 feet;

With said curve to the left an arc distance of 131.64 feet to the POINT OF BEGINNING and containing 107.722 acres of land more or less.



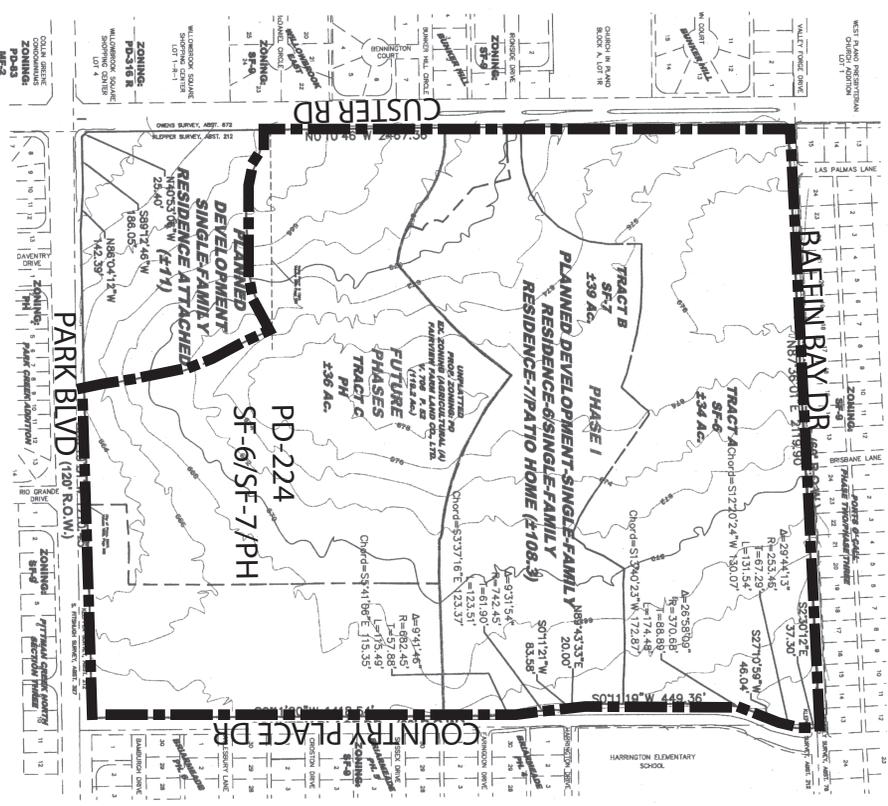
Zoning Case #: 2011-15

Existing Zoning: AGRICULTURAL

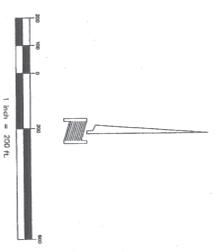


○ 200' Notification Buffer





**NOTES:**  
 1) All SF-6, SF-7, PH, and SFA lots will conform to the minimum lot width, depth, and area standards as defined in Plano zoning ordinance except as amended by the regulations within the planned development districts.



**ZONING CASE 2011-15**

**ZONING EXHIBIT**  
 EXHIBIT REVISION: MAY 18, 2011  
 EXHIBIT REVISION: OCTOBER 12, 2011

**HAGGARD ESTATES**

119.264 Acres  
 KLEPPER SURVEY, ABST. 212  
 CITY OF PLANO, COLLIN COUNTY, TEXAS

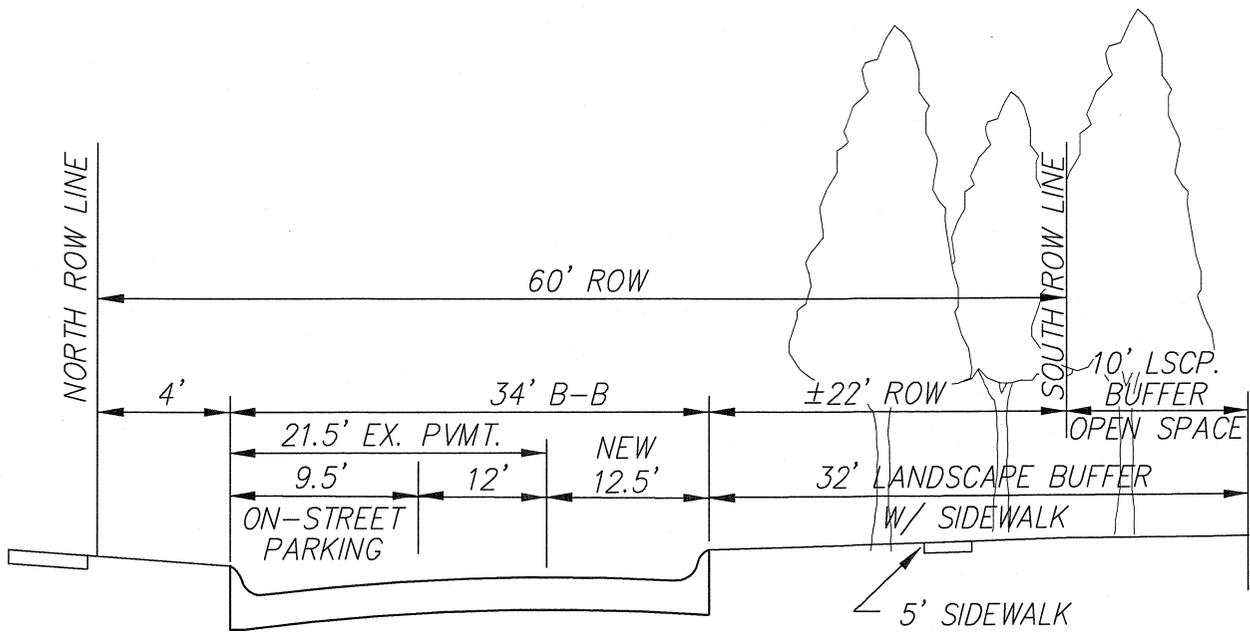
**OWNER/APPLICANT:**  
 Fairview Farm Land Co., Ltd.  
 3314 N. Central Expressway, Ste. 100  
 Plano, TX 75093

**PLANNER/ENGINEER/SURVEYOR:**  
 Dowdey, Anderson & Associates, Inc.  
 5225 Village Creek Dr., Ste. 200  
 Plano, TX 75093  
 Contact: Rodney Haggard

**PLANNER/ENGINEER**  
 DOWDEY, ANDERSON & ASSOCIATES, INC.  
 5225 Village Creek Dr., Ste. 200  
 Plano, TX 75093

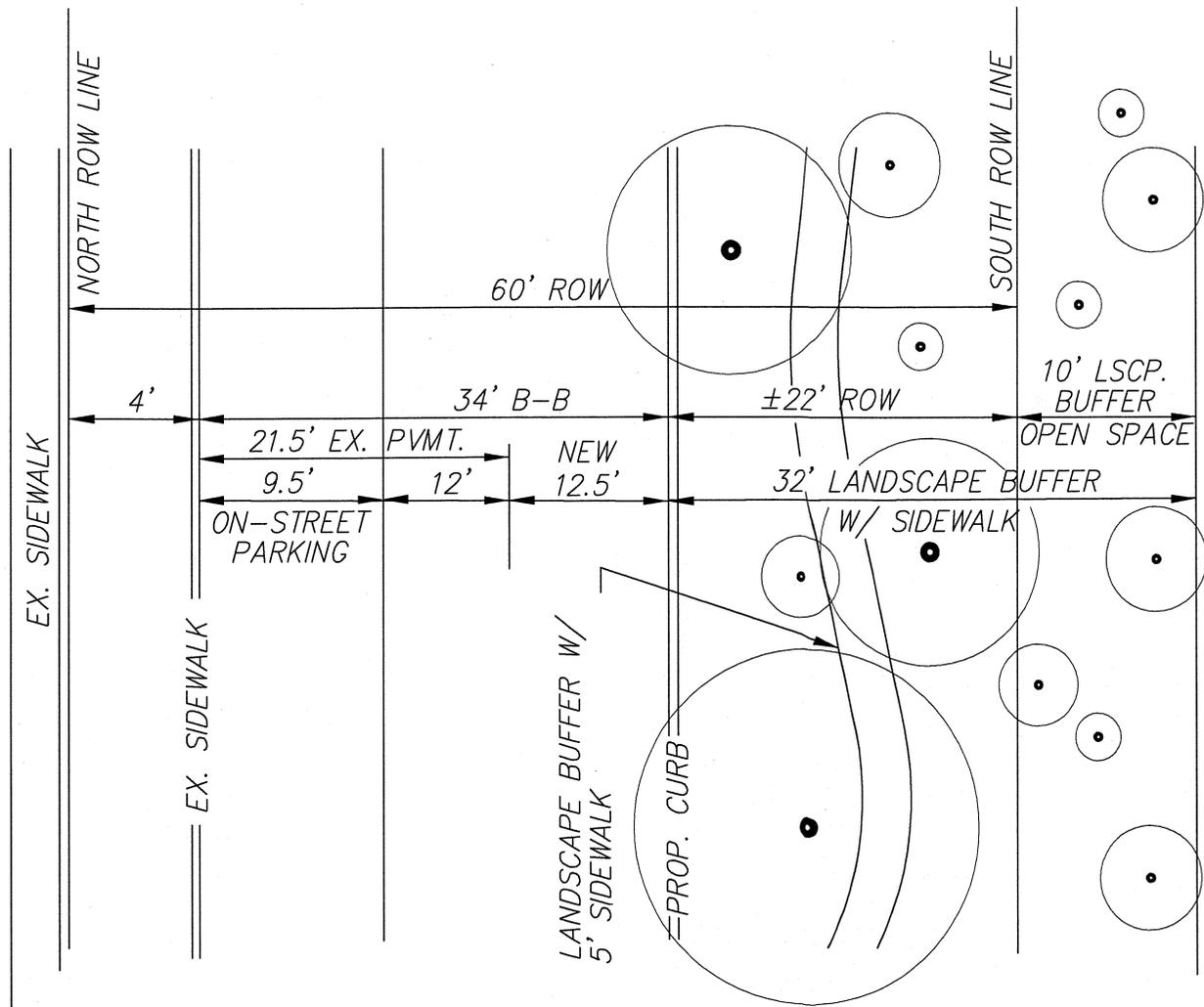
**NOTE:**  
 Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

# Exhibit "B"



## PROPOSED PAVEMENT SECTION — BAFFIN BAY

N.T.S.



**Exhibit "C"**  
**Zoning Case 2011-15**  
**PD-225-SF-A**

BEING a tract of land situated in the Daniel Klepper Survey, Abstract No. 212, in the City of Plano, Collin County, Texas, and being a portion of that tract of land conveyed to W.O. Haggard Jr., according to the document filed of record in Volume 706, Page 52, Deed Records of Collin County, Texas, said tract being more particularly described as follows:

BEGINNING at a 1 inch iron rod found at the north end of a corner clip in the east line of Custer Road and the west line of said Haggard tract and being the most northerly southwest corner of the tract described herein;

THENCE North,  $00^{\circ} 10' 46''$  West, with the common line of said Custer Road and the west line of said Haggard tract, a distance of 617.01 feet to a point for corner at the beginning of a curve to the right having a radius of 290.00 feet, a central angle of  $26^{\circ} 00' 34''$  and a chord bearing and distance of South  $76^{\circ} 57' 30''$  East, 130.52 feet;

With said curve to the right an arc distance of 131.64 feet to a point for corner at the beginning of a reverse curve to the left having a radius of 310.00 feet, a central angle of  $27^{\circ} 56' 36''$  and a chord bearing and distance of South  $77^{\circ} 55' 31''$  East, 149.69 feet;

With said curve to the left an arc distance of 151.19 feet to a point for corner;

THENCE North,  $88^{\circ} 06' 11''$  East, a distance of 209.39 feet to a point for corner at the beginning of a curve to the left having a radius of 285.00 feet, a central angle of  $24^{\circ} 10' 40''$  and a chord bearing and distance of North  $76^{\circ} 00' 52''$  East, 119.37 feet;

With said curve to the left an arc distance of 120.26 feet to a point for corner;

THENCE North,  $63^{\circ} 55' 32''$  East, a distance of 47.38 feet to a point for corner at the beginning of a curve to the right having a radius of 270.00 feet, a central angle of  $10^{\circ} 54' 30''$  and a chord bearing and distance of North  $69^{\circ} 22' 47''$  East, 51.33 feet;

With said curve to the right an arc distance of 51.40 feet to a point for corner;

THENCE South,  $62^{\circ} 11' 33''$  East, a distance of 14.67 feet to a point for corner at the beginning of a nontangent curve to the left having a radius of 460.00 feet, a central angle of  $13^{\circ} 37' 08''$  and a chord bearing and distance of South  $26^{\circ} 48' 11''$  East, 109.08 feet;

With said curve to the left an arc distance of 109.34 feet to a point for corner at the beginning of a reverse curve to the right having a radius of 670.00 feet, a central angle of  $28^{\circ} 59' 52''$  and a chord bearing and distance of South  $19^{\circ} 06' 49''$  East, 335.48 feet;

With said curve to the right an arc distance of 339.09 feet to a point for corner at the beginning of a reverse curve to the left having a radius of 730.00 feet, a central angle of  $10^{\circ} 00' 43''$  and a chord bearing and distance of South  $09^{\circ} 37' 14''$  West, 127.40 feet;

With said curve to the left an arc distance of 127.56 feet to a point for corner at the beginning of a reverse curve to the right having a radius of 370.00 feet, a central angle of  $13^{\circ} 57' 27''$  and a chord bearing and distance of South  $07^{\circ} 38' 53''$  East, 89.91 feet;

With said curve to the right an arc distance of 90.13 feet to a point for corner;

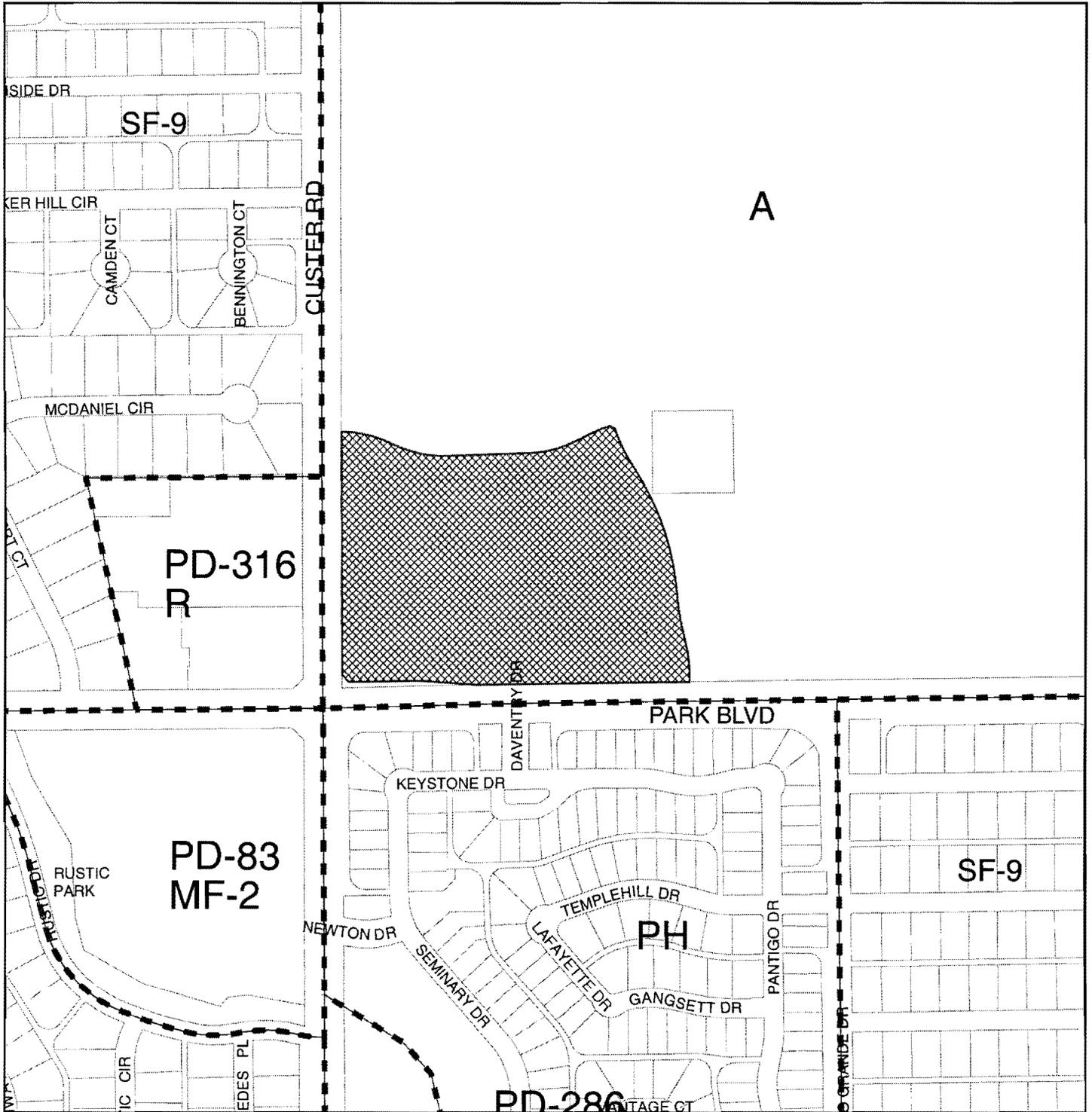
THENCE South,  $00^{\circ} 40' 09''$  East, a distance of 15.02 feet to a point for corner in the north line of the above mentioned Park Boulevard;

THENCE South,  $89^{\circ} 19' 51''$  West, with the north line of said Park Boulevard, a distance of 548.08 feet to a point for corner;

THENCE North,  $86^{\circ} 04' 12''$  West, with said north line, a distance of 142.39 feet to a point for corner;

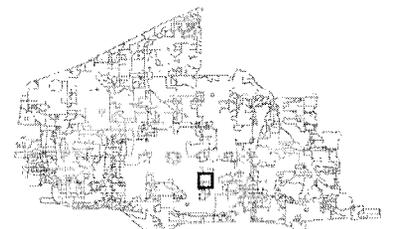
THENCE South,  $89^{\circ} 12' 46''$  West, with said north line, a distance of 186.05 feet to a point for corner at the south end of the above mentioned corner clip for the most southerly southwest corner of this tract;

THENCE North,  $40^{\circ} 53' 06''$  West, with said corner clip, a distance of 25.40 feet to the POINT OF BEGINNING and CONTAINING 11.542 acres of land more or less.

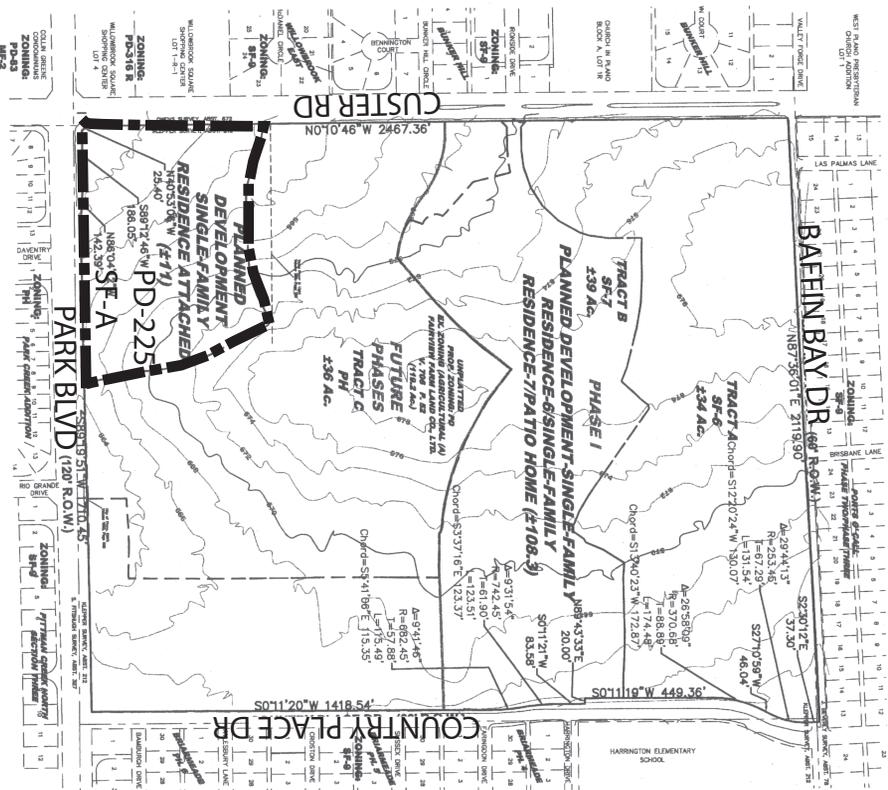


Zoning Case #: 2011-15

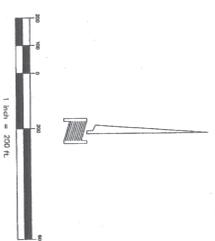
Existing Zoning: AGRICULTURAL



○ 200' Notification Buffer



**NOTES:**  
 1) All SF-6, SF-7, PH, and SF-A lots will conform to the minimum lot width, depth, and area standards as defined in Plano zoning ordinance except as amended by the regulations within the planned development districts.



**ZONING CASE 2011-15**

**ZONING EXHIBIT**  
 EXHIBIT REVISION: MAY 18, 2011  
 EXHIBIT REVISION: OCTOBER 12, 2011

**HAGGARD ESTATES**  
 119.264 Acres  
 PLANNER/ENGINEER/SURVEYOR:  
 KLEPPER SURVEY, ABST. 212

**CITY OF PLANO, COLLIN COUNTY, TEXAS**

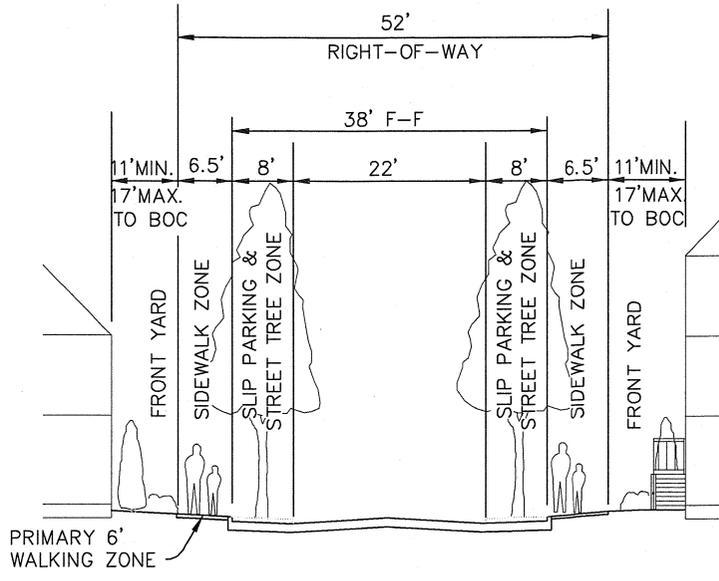
**OWNER/APPLICANT:**  
 Fairview Farm Land Co., Ltd.  
 3314 N. Central Expressway, Ste. 100  
 Plano, TX 75074  
 Contact: Rodney Haggard

**PLANNER/ENGINEER/SURVEYOR:**  
 Dowdey, Anderson & Associates, Inc.  
 5225 Village Creek Dr., Ste. 200  
 Plano, TX 75093  
 Contact: Matt Alexander

**PLANNER/ENGINEER**  
**DOWDEY, ANDERSON & ASSOCIATES, INC.**  
 5225 Village Creek Dr., Ste. 200  
 Plano, Texas 75093 97271666

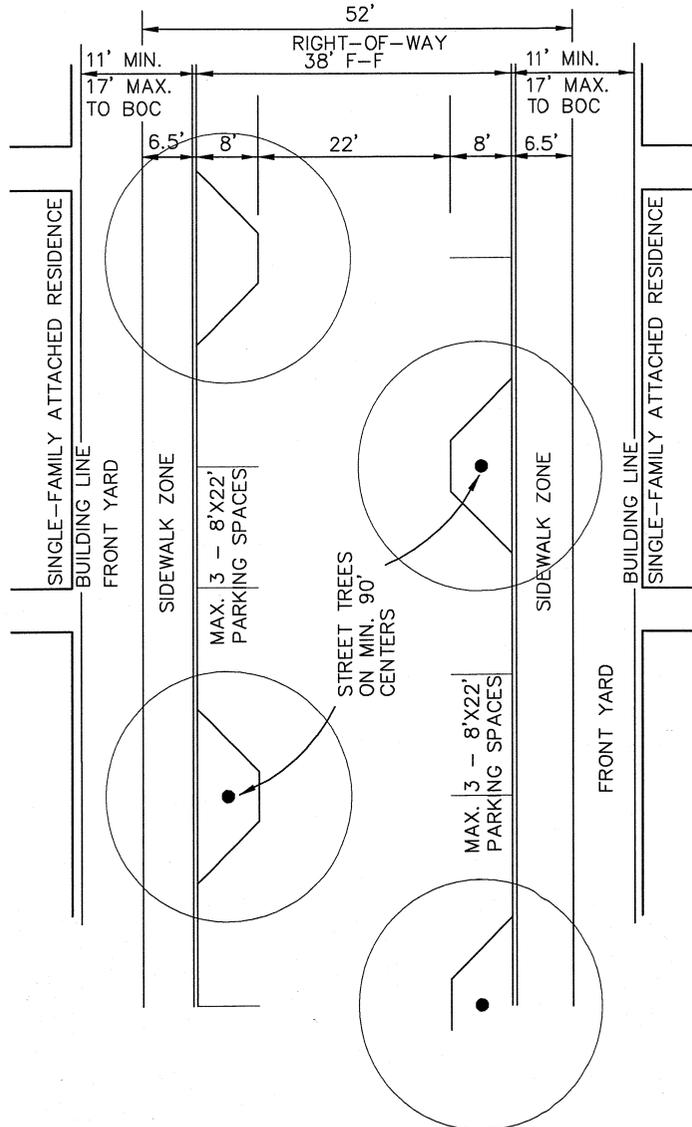
**NOTE:**  
 Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

# Exhibit "D"



52' ROW ~ PAVEMENT PLAN & SECTION

N.T.S.



TYP. TRACT "D" PAVEMENT SECTION

N.T.S.

**DATE:** October 18, 2011  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 17, 2011

**AGENDA ITEM NO. 6A - PUBLIC HEARING  
ZONING CASE 2011-14  
APPLICANT: CENCOR REALTY SERVICES**

Request to amend Planned Development-185-Regional Commercial on 14.8± acres located at the northeast corner of Dallas North Tollway and Parker Road to modify the development standards of the district. Zoned Planned Development-185-Regional Commercial/Dallas North Tollway Overlay District. Tabled June 6, 2011, July 5, 2011, August 1, 2011, September 6, 2011, and October 3, 2011.

**APPROVED:** 7-0 **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 follows:

**PROPOSED PD-185-RC AMENDMENTS**

Proposed additions are indicated by underlined text; deletions are indicated by strikethrough text.

Restrictions:

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

**General Provisions of the Planned Development**

1. The zoning exhibit shall be adopted as part of the ordinance.

~~4.~~ 2. A maximum of 265 multifamily residential dwelling units shall be allowed by right within Tract 1. Multifamily residential is prohibited within Tracts 2 and 3.

~~2.~~ 3. Site Design

- a. The district shall have a central north/south pedestrian-oriented private roadway that runs from Parker Rd. to the existing east/west fire lane of the regional theater property to the north. The private roadway shall have diagonal or 90° on-street parking and sidewalks on both sides of the roadway. The minimum width of the sidewalks shall be 22 12 feet. The sidewalks may be used for outdoor eating areas, outdoor display, and other activities commonly associated with a pedestrian-oriented development, if a minimum six feet sidewalk clearance and/or distance to curb line of a ~~street or public way~~ of five feet the private roadway is maintained.
- ~~b. First floor uses shall be nonresidential except for lobbies for residential uses which may be on the first floor. Residential dwelling units shall be located on second or higher floors.~~
- ~~c. Building Materials: First floor exterior elevations of buildings and parking structures shall comply with the building material requirements of the RC zoning district. Second floor and higher exterior elevations shall comply with the building material standards except that specified materials shall only be required on 60% of the facade elevation. Interior elevations concealed by buildings or parking garages shall be exempt from material standards but shall be consistent in color and finish with the rest of the building or parking structure. Elevations of parking garages that face public streets, the north/south pedestrian-oriented private roadway, and the east/west fire lane into the regional theater shall comply with the building material requirements of the RC zoning district.~~

4. Trash collection facilities shall be exempt from the minimum distance requirements from rights-of-way of Type C and above thoroughfares as specified in Section 2.824 (Regional Commercial) Subsection 6 (a) (Special District Requirements).

3. 5. Area, Yard, and Bulk Requirements

- a. Minimum Building Height: two story (30 feet) for buildings that ~~front along the north/south pedestrian-oriented private roadway and along the east/west fire lane of the regional theater property to the north~~ within Tracts 1 and 3.
- b. Maximum Building Height: eight story (120 feet) for hotel use; six story (100 feet) for all other structures other than parking structures garages; 52 feet for parking structures garages with no maximum number of levels. (The parking structures garages shall be permitted to have levels of parking over and above retail, surface parking, or other permitted uses on the ground level.) ~~Visual barriers shall be installed to cover any openings between parking levels of a parking structure for openings that both (i) face a residential use east of Parkwood Blvd. directly across from the property and (ii) are located above the third level of the parking structure. Visual barriers measuring at least four feet in height shall extend above the parapet walls of the top levels of parking structure facades that both (i) face a residential use east of Parkwood Blvd. directly across from the property and (ii) are located above the third level of the parking structure.)~~

- c. Maximum Building Setback: Buildings fronting the north/south pedestrian-oriented private roadway and the existing east/west fire lane of the regional theater shall be constructed such that a minimum of 60% of the facade is located within 20 feet from the back of curb unless restricted by easements. Where easements are present, 60% of the facade must be built to the easement line.
- d. ~~Setbacks and Height Adjacent to Residential from Parkwood Blvd.: Setbacks from Parkwood Blvd., adjacent to residential uses shall be a Minimum of 50 feet as measured from the property line or three times the height, minus 90 feet as measured from the nearest residential district boundary line, whichever is more restrictive. Conversely, the allowed height of a main building, parking structure, or accessory building, at a certain setback, would be equal to one-third the setback plus 30 feet. Structures with hotel uses are exempt from this additional setback adjacent to residential uses.~~

#### 4. 6. Landscaping

- a. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Section 4.600 (Dallas North Tollway Overlay District):
  - i. ~~The required 30-foot landscape edge along the Dallas North Tollway frontage road and Parkwood Blvd. may be reduced to ten feet in width, and the required 30-foot landscape edge along Parkwood Blvd. may be reduced to eight feet in width provided (i) Parkwood Blvd. commencing at a point no less than 50 feet south of the northeastern entrance into the property from Parkwood Blvd. and extending southward along the Parkwood Blvd. right-of-way to a point no less than 50 feet north of the intersection of Parker Rd. and Parkwood Blvd. and (ii) along the Dallas North Tollway frontage road commencing at a point no less than 100 feet south of the northwestern entrance into the property from the Dallas North Tollway frontage road and extending southward along the Dallas North Tollway frontage road to a point no less than 50 feet north of the intersection of Parker Rd. and the Dallas North Tollway frontage road. A continuous meandering sidewalk interspersed with plant materials and berms as set forth in Subsection 4.604(3) shall not be required.~~
  - ii. Street trees shall be provided at a rate of one tree per 50 linear feet of street along all public streets and on both sides of the north/south pedestrian-oriented private roadway. The number of trees provided shall be equal to one tree per 40 lineal feet per side of the north/south pedestrian-oriented private roadway. Street trees may be placed in tree islands, between the curb and the sidewalk, or in the landscape edge. There is no minimum or maximum spacing between trees.
  - iii. ~~All other landscaping shall comply with Section 3.1200 (Landscaping Requirements) and Section 4.600 (Dallas North Tollway Overlay District).~~

## 5.7. Parking

- a. Unless listed below, the minimum required parking within this planned development shall comply with Section 3.1100 (Off-street Parking and Loading). The minimum required parking for multifamily uses and nonresidential uses other than hotels shall be provided as follows:
  - i. Multifamily Use: 4 One space per bedroom
  - ii. Nonresidential Uses: 4 One space per 250 square feet of floor area
- b. Total required parking shall be computed on a district-wide basis regardless of any phase/property lines. Parking stall and drive aisle dimensions shall comply with Section 3.1100 (Off-street Parking and Loading).

## 8. Building Materials

- a. Building Materials: First floor exterior elevations of buildings and parking garages shall comply with the building material requirements of the RC zoning district. Second floor and higher exterior elevations shall comply with the building material standards except that specified materials shall only be required on 60% of the facade elevation. Interior elevations concealed by buildings or parking garages shall be exempt from material standards but shall be consistent in color and finish with the rest of the building or parking garage.
- b. Elevations of parking garages that face public streets, the north/south pedestrian-oriented private roadway, and the existing east/west fire lane into of the regional theater, shall comply with the building material requirements of the RC zoning district.
- c. Visual barriers shall be installed to cover any openings between parking levels of a parking structure garage for openings that both (i) face a residential use east of Parkwood Blvd. directly across from the property and (ii) are located above the third level of the parking structure garage. Visual barriers measuring at least four feet in height shall extend above the parapet walls of the top levels of parking garage facades that both (i) face a residential use east of Parkwood Blvd. directly across from the property and (ii) are located above the third level of the parking structure garage.
- d. Buildings with first floor nonresidential uses that front the north/south pedestrian-oriented private roadway, except for parking garages, shall have a minimum of 40% of the ground floor facade comprised of window area. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.

## 9. Signage

- a. For building facades and sidewalks/parkways fronting the north/south pedestrian-oriented private roadway and building facades fronting the existing east/west fire lane of the regional theater property to the north allowable signs must comply with Subsection 3.1605 (Downtown Sign District).

- b. All other signage must comply with Section 3.1600 (Sign Regulations) and Section 4.600 (Dallas North Tollway Overlay District).

**FOR CITY COUNCIL MEETING OF:** November 14, 2011 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

EH/dw

xc: David Palmer, Cencor Realty Services  
Gary Pevler, Hodges

CITY OF PLANO  
PLANNING & ZONING COMMISSION

October 17, 2011

**Agenda Item No. 6A**

**Public Hearing:** Zoning Case 2011-14

**Applicant:** Cencor Realty Services

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**DESCRIPTION:**

Request to amend Planned Development-185-Regional Commercial on 14.8± acres located at the northeast corner of Dallas North Tollway and Parker Road to modify the development standards of the district. Zoned Planned Development-185-Regional Commercial/Dallas North Tollway Overlay District. Tabled June 6, 2011, July 5, 2011, August 1, 2011, September 6, 2011, and October 3, 2011.

**REMARKS:**

This item was tabled at the October 3, 2011, Planning & Zoning Commission meeting. It must be removed from the table.

The applicant is requesting to amend Planned Development-185-Regional Commercial (PD-185-RC). The RC district is intended to provide for retail and service uses at appropriate nodes within the corridor of specified tollways and expressways serving the surrounding communities, in addition to office and limited manufacturing uses. The district's standards are designed to ensure compatibility between various uses within a corridor and surrounding residential neighborhoods. A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions.

PD-185-RC was initially approved by City Council on January 8, 2007, and amended on December 3, 2007. With this zoning case, the applicant is requesting to amend various development stipulations including allowing for first floor residential uses, reducing the width of interior sidewalks, and creating tracts to limit the location of certain uses. One major modification is the allowance for first floor residential units. In the current PD stipulations, residential is restricted to the second floor and above. The applicant is proposing to allow for residential uses on all floors of residential buildings, and to locate residential uses within Tract 1 only. While vertically integrated uses within a mixed use development are desirable, the city's Mixed Use Policy statement allows for horizontal integration of uses. Therefore, staff is in favor of this amendment, and believes that

locating residential uses within Tract 1 only will help separate the residential development from the noise and other issues associated with the Dallas North Tollway.

### **Surrounding Land Uses and Zoning**

The area of the request is currently undeveloped. The property to the north is the Cinemark Tinseltown movie theater and is zoned Regional Employment (RE). To the west, across the Dallas North Tollway, the property is zoned RC and has been developed as retail. South of the property, across Parker Road, is a retail shopping center zoned RC. To the east, across Parkwood Boulevard., is an existing multifamily development zoned Multifamily Residence-3 (MF-3).

### **Proposed Planned Development Zoning Stipulations**

The requested zoning is to amend the design standards and location of uses within PD-185-RC. Many of the requested changes in the PD stipulations have been recommended by staff in order to update the language for consistency with other recently approved PDs, and also to simplify and clarify the previous approved PD language.

The applicant is proposing to create three distinct tracts. Tract 1, is on the eastern portion of the subject property with frontage on Parkwood Boulevard, and is proposed to be developed as multistory multifamily residential. Tract 2 is on the southern end of the subject property adjacent to Parker Road, and is proposed to be developed as single story retail and restaurant uses. Tract 3 is on the western portion of the subject property with frontage on Dallas North Tollway, and is proposed to be developed as multistory retail, restaurant, and office buildings.

The PD proposes to restrict the multifamily residential use to Tract 1. Previously, multifamily use was permitted within multistory buildings only, on the second floor and above. The applicant is requesting that multifamily be allowed on all floors, but restricted to within Tract 1. Additionally, the applicant is requesting to reduce the width of sidewalks adjacent to the proposed north/south pedestrian-oriented roadway. The PD currently proposes 22-foot wide sidewalks, and the applicant is requesting that this requirement be reduced to 12 feet. The reason for this is so that the applicant can capture some additional developable area within the lot, while still providing for wider pedestrian-oriented sidewalks. The other requested amendments are as follows:

- Adopting the zoning exhibit to delineate the three tracts.
- Clarification and reorganization of sections to simplify and clarify the stipulations of the PD.
- Amending the building height requirement to allow for single story nonresidential buildings within Tract 2, reducing the requirement from the existing two story (30 feet) height requirement.
- Modifying the interior building setback measurement from the north/south pedestrian-oriented private roadway in order to be consistent with recently approved PDs. This will result in a minimal change in building placement.
- Simplifying the building setback requirements from Parkwood Boulevard and existing residential uses.

- Clarification of the landscape language, reduction of the landscape edge requirement adjacent to Parkwood Boulevard (from ten feet to eight feet), and reduction of the landscape edge requirement at the intersections of Dallas North Tollway and Parkwood Boulevard and Parker Road (from 30 feet to ten feet).

A revised preliminary site plan, Tinseltown Addition, Block A, Lot 1, accompanies this request.

## **PROPOSED PD-185-RC AMENDMENTS**

Proposed additions are indicated by underlined text; deletions are indicated by strikethrough text.

Restrictions:

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

### **General Provisions of the Planned Development**

1. The zoning exhibit shall be adopted as part of the ordinance.
- ~~4.~~ 2. A maximum of 265 multifamily residential dwelling units shall be allowed by right within Tract 1. Multifamily residential is prohibited within Tracts 2 and 3.
- ~~2.~~ 3. Site Design
  - a. The district shall have a central north/south pedestrian-oriented private roadway that runs from Parker Rd. to the existing east/west fire lane of the regional theater property to the north. The private roadway shall have diagonal or 90° on-street parking and sidewalks on both sides of the roadway. The minimum width of the sidewalks shall be ~~22~~ 12 feet. The sidewalks may be used for outdoor eating areas, outdoor display, and other activities commonly associated with a pedestrian-oriented development, if a minimum six feet sidewalk clearance and/or distance to curb line of ~~a street or public way of five feet~~ the private roadway is maintained.
  - ~~b. First floor uses shall be nonresidential except for lobbies for residential uses which may be on the first floor. Residential dwelling units shall be located on second or higher floors.~~
  - ~~c. Building Materials: First floor exterior elevations of buildings and parking structures shall comply with the building material requirements of the RC zoning district. Second floor and higher exterior elevations shall comply with the building material standards except that specified materials shall only be required on 60% of the facade elevation. Interior elevations concealed by buildings or parking garages shall be exempt from material standards but shall be consistent in color and finish with the rest of the building or parking structure. Elevations of parking garages that face public streets, the north/south pedestrian-oriented private roadway, and the east/west fire lane~~

~~into the regional theater shall comply with the building material requirements of the RC zoning district.~~

~~4. Trash collection facilities shall be exempt from the minimum distance requirements from rights-of-way of Type C and above thoroughfares as specified in Section 2.824 (Regional Commercial) Subsection 6 (a) (Special District Requirements).~~

~~3. 5. Area, Yard, and Bulk Requirements~~

~~a. Minimum Building Height: two story (30 feet) for buildings that front along the north/south pedestrian-oriented private roadway and along the east/west fire lane of the regional theater property to the north within Tracts 1 and 3.~~

~~b. Maximum Building Height: eight story (120 feet) for hotel use; six story (100 feet) for all other structures other than parking structures garages; 52 feet for parking structures garages with no maximum number of levels. (The parking structures garages shall be permitted to have levels of parking over and above retail, surface parking, or other permitted uses on the ground level.) ~~Visual barriers shall be installed to cover any openings between parking levels of a parking structure for openings that both (i) face a residential use east of Parkwood Blvd. directly across from the property and (ii) are located above the third level of the parking structure. Visual barriers measuring at least four feet in height shall extend above the parapet walls of the top levels of parking structure facades that both (i) face a residential use east of Parkwood Blvd. directly across from the property and (ii) are located above the third level of the parking structure.)~~~~

~~c. Maximum Building Setback: Buildings fronting the north/south pedestrian-oriented private roadway and the existing east/west fire lane of the regional theater shall be constructed such that a minimum of 60% of the facade is located within 20 feet from the back of curb unless restricted by easements. Where easements are present, 60% of the facade must be built to the easement line.~~

~~d. Setbacks and Height Adjacent to Residential from Parkwood Blvd.: Setbacks from Parkwood Blvd., adjacent to residential uses shall be a Minimum of 50 feet as measured from the property line or three times the height, minus 90 feet as measured from the nearest residential district boundary line, whichever is more restrictive. Conversely, the allowed height of a main building, parking structure, or accessory building, at a certain setback, would be equal to one-third the setback plus 30 feet. Structures with hotel uses are exempt from this additional setback adjacent to residential uses.~~

~~4. 6. Landscaping~~

~~a. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Section 4.600 (Dallas North Tollway Overlay District):~~

~~i. The required 30-foot landscape edge along the Dallas North Tollway frontage road and Parkwood Blvd. may be reduced to ten feet in~~

~~width, and the required 30-foot landscape edge along Parkwood Blvd. may be reduced to eight feet in width provided (i) Parkwood Blvd. commencing at a point no less than 50 feet south of the northeastern entrance into the property from Parkwood Blvd. and extending southward along the Parkwood Blvd. right-of-way to a point no less than 50 feet north of the intersection of Parker Rd. and Parkwood Blvd. and (ii) along the Dallas North Tollway frontage road commencing at a point no less than 100 feet south of the northwestern entrance into the property from the Dallas North Tollway frontage road and extending southward along the Dallas North Tollway frontage road to a point no less than 50 feet north of the intersection of Parker Rd. and the Dallas North Tollway frontage road. A continuous meandering sidewalk interspersed with plant materials and berms as set forth in Subsection 4.604(3) shall not be required.~~

- ~~ii. Street trees shall be provided at a rate of one tree per 50 linear feet of street along all public streets and on both sides of the north/south pedestrian-oriented private roadway. ~~The number of trees provided shall be equal to one tree per 40 lineal feet per side of the north/south pedestrian-oriented private roadway.~~ Street trees may be placed in tree islands, between the curb and the sidewalk, or in the landscape edge. There is no minimum or maximum spacing between trees.~~
- ~~iii. All other landscaping shall comply with Section 3.1200 (Landscaping Requirements) and Section 4.600 (Dallas North Tollway Overlay District).~~

## 5. 7. Parking

- a. Unless listed below, the minimum required parking within this planned development shall comply with Section 3.1100 (Off-street Parking and Loading). The minimum required parking for multifamily uses and nonresidential uses other than hotels shall be provided as follows:
  - i. Multifamily Use: 4 One space per bedroom
  - ii. Nonresidential Uses: 4 One space per 250 square feet of floor area
- b. Total required parking shall be computed on a district-wide basis regardless of any phase/property lines. Parking stall and drive aisle dimensions shall comply with Section 3.1100 (Off-street Parking and Loading).

## 8. Building Materials

- a. Building Materials: First floor exterior elevations of buildings and parking garages shall comply with the building material requirements of the RC zoning district. Second floor and higher exterior elevations shall comply with the building material standards except that specified materials shall only be required on 60% of the facade elevation. Interior elevations concealed by buildings or parking garages shall be exempt from material standards but shall be consistent in color and finish with the rest of the building or parking garage.

- b. Elevations of parking garages that face public streets, the north/south pedestrian-oriented private roadway, and the existing east/west fire lane ~~into~~ of the regional theater, shall comply with the building material requirements of the RC zoning district.
- c. Visual barriers shall be installed to cover any openings between parking levels of a parking structure garage for openings that both (i) face a residential use east of Parkwood Blvd. directly across from the property and (ii) are located above the third level of the parking structure garage. Visual barriers measuring at least four feet in height shall extend above the parapet walls of the top levels of parking garage facades that both (i) face a residential use east of Parkwood Blvd. directly across from the property and (ii) are located above the third level of the parking structure garage.
- d. Buildings with first floor nonresidential uses that front the north/south pedestrian-oriented private roadway, except for parking garages, shall have a minimum of 40% of the ground floor facade comprised of window area. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.

## 9. Signage

- a. For building facades and sidewalks/parkways fronting the north/south pedestrian-oriented private roadway and building facades fronting the existing east/west fire lane of the regional theater property to the north allowable signs must comply with Subsection 3.1605 (Downtown Sign District).
- b. All other signage must comply with Section 3.1600 (Sign Regulations) and Section 4.600 (Dallas North Tollway Overlay District).

## **Conformance to the Comprehensive Plan**

**Future Land Use Plan** - The Future Land Use Plan designates this property as Major Corridor Development (MCD). Development in these corridors is expected to include a mix of commercial, office, and technical production uses. Residential development is generally not appropriate within these corridors. However, in 2007, City Council determined that multifamily residential is appropriate for the subject property.

**Adequacy of Public Facilities** - Adequate water and sanitary sewer services are available via extensions from existing lines along Dallas North Tollway frontage road and Parkwood Boulevard.

**Traffic Impact Analysis** - A TIA is not required for this request.

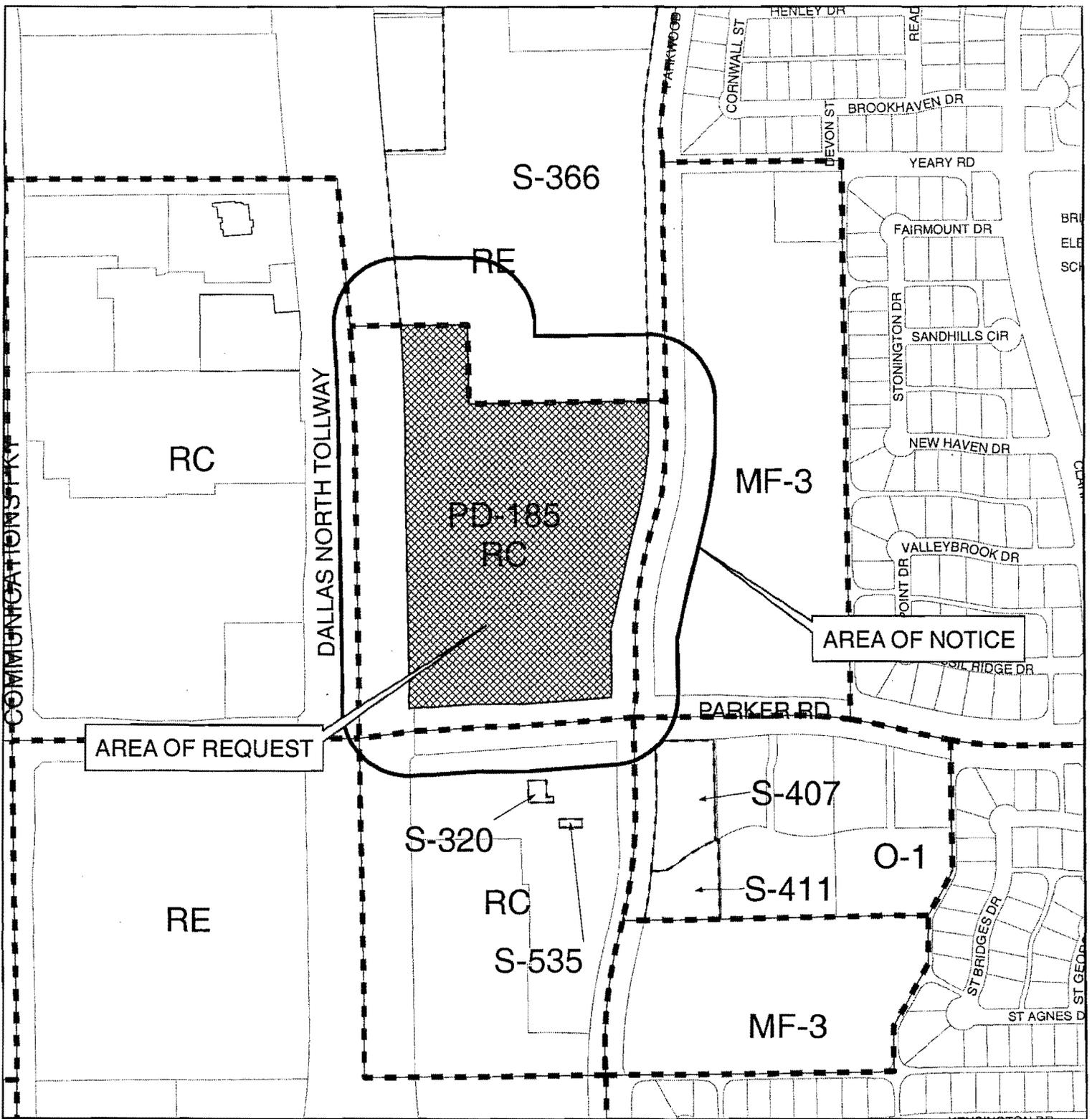
## **SUMMARY:**

The applicant is requesting to amend PD-185-RC to reflect refinements to their development plan. The proposed PD amendments are consistent with the form and intent of the existing PD. The restriction of residential uses to Tract 1 (along Parkwood Boulevard.) will provide a better quality of life for future residents since the residential

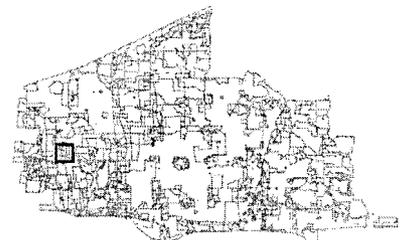
use will now be further separated from the noise and other issues associated with Dallas North Tollway. The other amendments to the PD are intended to improve upon the proposed form of the development, be consistent with other recently approved PDs, and clarify existing regulations. Staff supports the amendments as requested.

**RECOMMENDATION:**

Recommended for approval as submitted.



Zoning Case #: 2011-14



Existing Zoning: PLANNED DEVELOPMENT-185-REGIONAL COMMERCIAL/  
DALLAS NORTH TOLLWAY OVERLAY DISTRICT



○ 200' Notification Buffer





## Zoning Case 2011-14

An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-185-Regional Commercial on 14.8± acres out of the D. M. Tucker Survey, Abstract No. 913, located at the northeast corner of Dallas North Tollway and Parker Road in the City of Plano, Collin County, Texas, to modify the development standards of the district; 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 14th day of November, 2011, for the purpose of considering amending Planned Development-185-Regional Commercial on 14.8± acres out of the D. M. Tucker Survey, Abstract No. 913, located at the northeast corner of Dallas North Tollway and Parker Road in the City of Plano, Collin County, Texas, to modify the development standards of the district; 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 14th day of November, 2011; 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-185-Regional Commercial on 14.8± acres out of the D. M. Tucker Survey, Abstract No. 913, located at the northeast corner of Dallas North Tollway and Parker Road in the City of Plano, Collin County, Texas, to modify the development standards of

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

**General Provisions of the Planned Development**

1. The zoning exhibit shall be adopted as part of the ordinance.
2. A maximum of 265 multifamily residential dwelling units shall be allowed by right within Tract 1. Multifamily residential is prohibited within Tracts 2 and 3.
3. Site Design
  - a. The district shall have a central north/south pedestrian-oriented private roadway that runs from Parker Rd. to the existing east/west fire lane of the regional theater property to the north. The private roadway shall have diagonal or 90° on-street parking and sidewalks on both sides of the roadway. The minimum width of the sidewalks shall be 12 feet. The sidewalks may be used for outdoor eating areas, outdoor display, and other activities commonly associated with a pedestrian-oriented development, if a minimum six feet sidewalk clearance and/or distance to curb line of the private roadway is maintained.
4. Trash collection facilities shall be exempt from the minimum distance requirements from rights-of-way of Type C and above thoroughfares as specified in Section 2.824 (Regional Commercial) Subsection 6 (a) (Special District Requirements).
5. Area, Yard, and Bulk Requirements
  - a. Minimum Building Height: Two story (30 feet) for buildings within Tracts 1 and 3.
  - b. Maximum Building Height: Eight story (120 feet) for hotel use; six story (100 feet) for all other structures other than parking garages; 52 feet for parking garages with no maximum number of levels. (The parking garages shall be permitted to have levels of parking over and above retail, surface parking, or other permitted uses on the ground level.)
  - c. Maximum Building Setback: Buildings fronting the north/south pedestrian-oriented private roadway and the existing east/west fire lane of the regional theater shall be constructed such that a minimum of 60% of the facade is located within 20 feet from the back of curb unless restricted by easements.

Where easements are present, 60% of the facade must be built to the easement line.

- d. Setbacks from Parkwood Blvd.: Minimum of 50 feet as measured from the property line or three times the height, minus 90 feet as measured from the nearest residential district boundary line, whichever is more restrictive.

## 6. Landscaping

- a. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Section 4.600 (Dallas North Tollway Overlay District):
  - i. The required 30-foot landscape edge along the Dallas North Tollway frontage road may be reduced to ten feet in width, and the required 30-foot landscape edge along Parkwood Blvd. may be reduced to eight feet in width. A continuous meandering sidewalk interspersed with plant materials and berms as set forth in Subsection 4.604(3) shall not be required.
  - ii. Street trees shall be provided at a rate of one tree per 50 linear feet of street along all public streets and on both sides of the north/south pedestrian-oriented private roadway. Street trees may be placed in tree islands, between the curb and the sidewalk, or in the landscape edge. There is no minimum or maximum spacing between trees.

## 7. Parking

- a. Unless listed below, the minimum required parking within this planned development shall comply with Section 3.1100 (Off-street Parking and Loading). The minimum required parking for multifamily uses and nonresidential uses other than hotels shall be provided as follows:
  - i. Multifamily Use: One space per bedroom
  - ii. Nonresidential Uses: One space per 250 square feet of floor area
- b. Total required parking shall be computed on a district-wide basis regardless of any phase/property lines. Parking stall and drive aisle dimensions shall comply with Section 3.1100 (Off-street Parking and Loading).

## 8. Building Materials

- a. Building Materials: First floor exterior elevations of buildings and parking garages shall comply with the building material requirements of the RC zoning district. Second floor and higher exterior elevations shall comply with the building material standards except that specified materials shall only be required on 60% of the facade elevation. Interior elevations concealed by buildings or parking garages shall be exempt from material standards but shall be consistent in color and finish with the rest of the building or parking garage.

- b. Elevations of parking garages that face public streets, the north/south pedestrian-oriented private roadway, and the existing east/west fire lane of the regional theater, shall comply with the building material requirements of the RC zoning district.
- c. Visual barriers shall be installed to cover any openings between parking levels of a parking garage for openings that both (i) face a residential use east of Parkwood Blvd. directly across from the property and (ii) are located above the third level of the parking garage. Visual barriers measuring at least four feet in height shall extend above the parapet walls of the top levels of parking garage facades that both (i) face a residential use east of Parkwood Blvd. directly across from the property and (ii) are located above the third level of the parking garage.
- d. Buildings with first floor nonresidential uses that front the north/south pedestrian-oriented private roadway, except for parking garages, shall have a minimum of 40% of the ground floor facade comprised of window area. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.

9. Signage

- a. For building facades and sidewalks/parkways fronting the north/south pedestrian-oriented private roadway and building facades fronting the existing east/west fire lane of the regional theater property to the north allowable signs must comply with Subsection 3.1605 (Downtown Sign District).
- b. All other signage must comply with Section 3.1600 (Sign Regulations) and Section 4.600 (Dallas North Tollway Overlay District).

**Section III.** It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

**Section VI.** Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

**PASSED AND APPROVED THIS THE 14TH DAY OF NOVEMBER, 2011.**

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2011-14

BEING a 14.75 acre tract of land situated in the D. M. Tucker Survey, Abstract No. 913 in the City of Plano, Collin County, Texas, and being a part of that 164.66 acre tract of land described in deed to Haggard Enterprises Limited, Ltd. as recorded in Volume 2006, Page 342 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1-inch iron rod set at the intersection of the north right-of-way line of Parker Road (130 feet wide at this point) and the west right-of-way line of Parkwood Boulevard (130 feet wide at this point);

THENCE South, 85° 57' 46" West, along said north right-of-way line a distance of 270.18 feet to a 1-inch iron rod set for corner;

THENCE South, 89° 46' 36" West, along said north right-of-way line a distance of 150.33 feet to a 1-inch iron rod set for corner (right-of-way 140 feet wide at this point);

THENCE South, 85° 57' 46" West, along said north line a distance of 199.07 feet to a 1-inch iron rod set on the east right-of-way line of Dallas North Tollway (right-of-way varies);

THENCE North, 00° 48' 27" West, along said east line a distance of 825.43 feet to a 1-inch iron rod found for the point of curvature of a circular curve to the left whose radius is 5,879.58 feet and whose chord bears North, 02° 18' 45" West, a distance of 308.87 feet;

THENCE along said east line and along said curve through a central angle of 03° 00' 37", an arc length of 308.91 feet to a scribed "Y" in concrete found on the common line between the herein described tract and that tract of land described in deed to Cinemark, USA, Inc. as recorded in Doc. No. 96-0029446, D.R.C.C.T.;

THENCE North, 89° 13' 12" East, departing said east line and along said common line a distance of 202.13 feet to a "PK nail" found for corner;

THENCE South, 00° 46' 48" East, along said common line a distance of 237.00 feet to an "X" found for corner;

THENCE North, 89° 13' 12" East, along said common line a distance of 543.34 feet to an "X" found on the west right-of-way line of Parkwood Boulevard (variable width right-of-way, 110 feet wide at this point);

THENCE South, 00° 46' 47" East, departing said common line and along said west line a distance of 62.76 feet to a 1/2-inch iron rod with "HALFF ASSOC. INC." yellow plastic cap (thereafter called "with cap") found for the point of curvature of a circular curve to the right whose radius is 916.14 feet and whose chord bears South, 06° 54' 15" West, a distance of 244.99 feet;

THENCE along said west line and along said curve through a central angle of 15° 22' 05", an arc distance of 245.73 feet to a 1/2-inch iron rod with cap found for corner;

THENCE South  $14^{\circ} 35' 18''$  West, along said west line a distance of 145.46 feet to a 1/2-inch iron rod with cap found for the point of curvature of circular curve to the left whose radius is 1,026.14 feet and whose chord bears South  $12^{\circ} 22' 02''$  West, a distance of 79.54 feet;

THENCE along said west line and along said curve through a central angle of  $04^{\circ} 26' 32''$ , an arc distance of 79.56 feet to a 1/2-inch iron rod with cap found for corner;

THENCE South,  $09^{\circ} 47' 48''$  West, along said west line a distance of 150.00 feet to a 1/2-inch iron rod with cap found for corner, said point also being on a non-tangent circular curve to the left whose radius is 1036.14 feet and whose chord bears South,  $00^{\circ} 31' 17''$  West, a distance of 47.04 feet;

THENCE along said west line and along said curve through a central angle of  $02^{\circ} 36' 05''$ , an arc distance of 47.04 feet to a concrete monument found for corner;

THENCE South,  $00^{\circ} 46' 47''$  East, along said west line a distance of 154.25 feet to the POINT OF BEGINNING and CONTAINING 642,504 square feet or 14.75 acres of land, more or less.







## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/11		
Department:		City Secretary		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): <b>Alice Snyder, Ext. 7515</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, casting its ballot for the election of members to the Collin County Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years
		0	0	0
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(s):</b>				
<b>COMMENTS:</b> This item has no fiscal impact. <b>STRATEGIC PLAN GOAL:</b> A resolution of the City of Plano casting its ballot for election of members to the Collin County Central Appraisal District Board of Directors relates to the City's Goal of Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
This item will provide for the casting of the City of Plano ballot for the election of members to the Collin County Central Appraisal District Board of Directors.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				

**A Resolution of the City Council of the City of Plano, Texas, casting its ballot for the election of members to the Collin County Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date.**

**WHEREAS**, the Property Tax Code provides that a taxing jurisdiction may cast its ballot for members to the Collin County Central Appraisal District Board of Directors under certain terms and conditions as provided by law; and

**WHEREAS**, the City Council of the City of Plano, Texas, has deliberated on these matters and selected the person to whom it wishes to vote.

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

**Section I.** The City Council authorizes Mayor Phil Dyer to cast the ballot for the City of Plano as follows:

---

**Section II.** The official ballot of the Central Appraisal District of Collin County is attached hereto and made a part hereof Exhibit "A."

**Section III.** This resolution shall become effective immediately upon its passage, and a certified copy shall be delivered to the Chief Appraiser prior to December 15, 2011.

**DULY PASSED AND APPROVED THIS THE 14th DAY OF NOVEMBER, 2011.**

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY



# Collin Central Appraisal District

## OFFICIAL BALLOT

ISSUED TO: **City of Plano**

NUMBER OF VOTES: **371**

FOR: **BOARD OF DIRECTORS, CENTRAL APPRAISAL DISTRICT OF COLLIN COUNTY.**

RONALD CARLISLE \_\_\_\_\_ VOTES

DR. LEO FITZGERALD \_\_\_\_\_ VOTES

GREER REED \_\_\_\_\_ VOTES

WAYNE MAYO \_\_\_\_\_ VOTES

GARY RODENBAUGH \_\_\_\_\_ VOTES

ROY WILSHIRE \_\_\_\_\_ VOTES

OCTOBER 28, 2011

Bo Daffin, Chief Appraiser

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Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the Chief Appraiser, at 250 W. Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2011.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/14/11		
Department:		City Secretary Department		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): <b>Alice Snyder, Ext. 7515</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, casting its ballot for the election of members to the Denton Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: A resolution of the City of Plano casting its ballot for election of members to the Denton Central Appraisal District Board of Directors relates to the City's Goal of Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
This item will provide for the casting of the City of Plano ballot for the election of members to the Denton Central Appraisal District Board of Directors.				
List of Supporting Documents: Resolution			Other Departments, Boards, Commissions or Agencies	



**DATE:** November 2, 2011

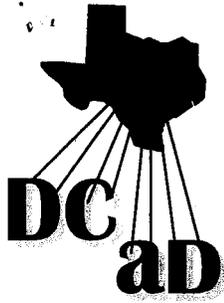
**TO:** Honorable Mayor and Council Members  
City Manager Glasscock

**FROM:** Di Zucco, City Secretary

**RE:** Denton County Appraisal District Board of Directors

Although the City of Plano did not bring forward a nomination for the Denton Central Appraisal District, a resolution casting the City's ballot for the board is requested. Based on information received from the appraisal district, Plano has 18 votes to cast.

As is the case in Collin County, the five nominees with the top number of votes are named as members. For the term beginning January 2010, the highest number of votes received by an individual named to the board was 1,153 and the lowest was 680.



**DENTON CENTRAL APPRAISAL DISTRICT**  
3911 MORSE STREET, P O BOX 2816  
DENTON, TEXAS 76202-2816

**RECEIVED**

OCT 31 2011

*BS*

CITY MANAGER'S OFFICE

MEMO

TO: All Taxing Jurisdictions  
FROM: Joe Rogers  
DATE: October 28, 2011  
SUBJECT: Candidates to Board of Directors of Denton Central Appraisal District

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15<sup>th</sup>. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five candidates receiving the most votes will become the Board of Directors.

The candidates nominated by the taxing jurisdictions are:

<u>Candidate</u>	<u>Nominating Jurisdiction</u>
1. Mark D. Chambers, Jr.	City of Fort Worth
2. Jeff Connelly	City of The Colony
3. Lourdes Hassler	Town of Trophy Club
4. John Mahalik	Lewisville ISD, City of Lewisville, Carrollton-Farmers Branch ISD, Denton County, City of Carrollton
5. Carroll G. Maclin	Denton County, Frisco ISD, Town of Little Elm
6. Betty McCrary	City of Lewisville
7. Dr. Linda Monaco	Little Elm ISD
8. Steve Mossman	City of Lewisville
9. Charles Stafford	City of Denton, City of Lewisville, Denton ISD
10. Tom Washington	Lewisville ISD
11. Rick Woolfolk	City of Denton, City of Lewisville

**Jeff Connelly called and asked to be withdrawn as a nominee.**

Additional nominee information is attached.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Kathy Williams at (940) 349-3974 for clarification and/or information.

DENTON CENTRAL APPRAISAL DISTRICT  
2011 DISTRIBUTION OF VOTES

<u>JURISDICTIONS</u>	<u>2010 LEVY</u>	<u>%OF TOTAL LEVIES</u>	<u>NUMBER OF VOTES</u>
<b>SCHOOL DISTRICTS:</b>			
S01 ARGYLE ISD	\$15,161,949.94	1.3406%	67
S02 AUBREY ISD	\$8,487,495.76	0.7505%	38
S03 CARROLLTON-FB ISD	\$37,461,694.37	3.3124%	165
S04 CELINA ISD	\$318,735.83	0.0282%	1
S05 DENTON ISD	\$145,566,244.65	12.8710%	643
S15 ERA ISD	\$2,620.51	0.0002%	1
S06 FRISCO ISD	\$60,515,182.85	5.3507%	268
S07 KRUM ISD	\$11,496,128.60	1.0165%	51
S08 LAKE DALLAS ISD	\$20,498,524.19	1.8125%	91
S09 LEWISVILLE ISD	\$324,234,963.27	28.6688%	1431
S10 LITTLE ELM ISD	\$25,899,556.82	2.2900%	114
S11 NORTHWEST ISD	\$64,667,713.56	5.7179%	285
S12 PILOT POINT ISD	\$5,653,375.12	0.4999%	25
S13 PONDER ISD	\$12,678,719.83	1.1211%	56
S17 PROSPER ISD	\$816,788.09	0.0722%	4
S14 SANGER ISD	\$9,707,417.01	0.8583%	43
S16 SLIDELL ISD	\$553,062.64	0.0489%	2
<hr/>			
<b>SCHOOL DISTRICTS TOTALS</b>	<b>\$743,720,173.04</b>	<b>65.760%</b>	<b>3285</b>
<hr/>			
G01 DENTON COUNTY	\$145,355,137.26	12.85%	641
<hr/>			

<u>JURISDICTIONS</u>	<u>2010 LEVY</u>	<u>%OF TOTAL LEVIES</u>	<u>NUMBER OF VOTES</u>
CITIES:			
C26 TOWN OF ARGYLE	\$1,612,430.17	0.1426%	7
C01 CITY OF AUBREY	\$767,047.79	0.0678%	3
C31 TOWN OF BARTONVILLE	\$454,925.33	0.0402%	2
C02 CITY OF CARROLLTON	\$27,488,423.90	2.4305%	122
C49 CITY OF CELINA	\$562.02	0.0000%	1
C03 CITY OF THE COLONY	\$14,578,731.96	1.2890%	64
C21 TOWN OF COPPELL	\$674,471.52	0.0596%	3
C27 TOWN OF COPPER CANYON	\$541,795.44	0.0479%	2
C04 CITY OF CORINTH	\$8,196,212.93	0.7247%	36
C47 CITY OF CORRAL CITY	\$13,156.02	0.0012%	1
C20 CITY OF DALLAS	\$7,363,017.49	0.6510%	33
C05 CITY OF DENTON	\$43,917,640.10	3.8832%	193
C42 CITY OF DISH	\$66,418.84	0.0059%	1
C30 TOWN OF DOUBLE OAK	\$746,401.52	0.0660%	3
C07 TOWN OF FLOWER MOUND	\$30,512,075.45	2.6979%	135
C36 CITY OF FORT WORTH	\$8,012,001.74	0.7084%	35
C32 CITY OF FRISCO	\$23,039,457.16	2.0371%	102
C39 CITY OF GRAPEVINE	\$168.26	0.0000%	1
C22 TOWN OF HACKBERRY	\$93,947.30	0.0083%	1
C38 CITY OF HASLET	\$2,523.99	0.0002%	1
C19 TOWN OF HICKORY CREEK	\$1,308,108.27	0.1157%	6
C08 CITY OF HIGHLAND VILLAGE	\$9,415,302.02	0.8325%	42
C09 CITY OF JUSTIN	\$1,309,294.75	0.1158%	6
C18 CITY OF KRUGERVILLE	\$339,575.82	0.0300%	2
C10 CITY OF KRUM	\$1,317,160.32	0.1165%	6
C11 CITY OF LAKE DALLAS	\$2,326,408.29	0.2057%	10
C25 CITY OF LAKEWOOD VILLAGE	\$188,209.25	0.0166%	1
C12 CITY OF LEWISVILLE	\$28,128,620.76	2.4871%	123
C13 TOWN OF LITTLE ELM	\$9,916,020.19	0.8768%	44
C33 TOWN OF NORTHLAKE	\$793,277.61	0.0701%	4
C24 CITY OF OAK POINT	\$1,455,706.19	0.1287%	6
C14 CITY OF PILOT POINT	\$1,324,558.43	0.1171%	6
C29 CITY OF PLANO	\$4,113,020.14	0.3637%	18
C15 TOWN OF PONDER	\$433,534.08	0.0383%	2
C48 CITY OF PROSPER	\$168,750.84	0.0149%	1
C17 CITY OF ROANOKE	\$3,663,679.92	0.3239%	16
C16 CITY OF SANGER	\$2,327,928.69	0.2058%	10
C34 TOWN OF SHADY SHORES	\$647,695.86	0.0573%	3
C37 CITY OF SOUTHLAKE	\$574,353.25	0.0508%	3
C28 CITY OF TROPHY CLUB	\$4,057,201.55	0.3587%	18
C44 CITY OF WESTLAKE	\$2,164.94	0.0002%	1
CITY TOTAL	\$241,891,980.10	21.39%	1074
<u>TOTAL ALL JURISDICTIONS</u>	<u>\$1,130,967,290.40</u>	<u>100.00%</u>	<u>5000</u>

**A Resolution of the City Council of the City of Plano, Texas, casting its ballot for the election of members to the Denton Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date.**

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**DULY PASSED AND APPROVED THIS THE 14th DAY OF NOVEMBER, 2011.**

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY



**DENTON CENTRAL APPRAISAL DISTRICT**  
3911 MORSE STREET, P O BOX 2816  
DENTON, TEXAS 76202-2816

**RECEIVED**

OCT 31 2011

*BG*

CITY MANAGER'S OFFICE

MEMO

TO: All Taxing Jurisdictions  
FROM: Joe Rogers  
DATE: October 28, 2011  
SUBJECT: Candidates to Board of Directors of Denton Central Appraisal District

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