

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON FEBRUARY 17, 2009, FOLLOWED BY PRELIMINARY OPEN MEETING IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

Mission Statement: 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.

EXECUTIVE SESSION

- | | | | |
|------|--|-------------|---------|
| I. | Legal Advice | Wetherbee | 5 min. |
| | A. Respond to questions and receive legal advice on agenda items | | |
| II. | Litigation | | |
| | A. American Community Newspapers, L.L.C. d/b/a Star Community Newspapers v. The City of Plano | Wetherbee | 10 min. |
| III. | Economic Development | Muehlenbeck | 15 min. |
| | A. Discuss a financial offer or other incentive to a business prospect to locate, stay, or expand in Plano and consider any commercial and financial information from the business prospect. | | |

PRELIMINARY OPEN MEETING

- | | | | |
|-----|---|----------------------------|---------|
| I. | Consideration and action resulting from Executive Session discussion: | Council | 5 min. |
| II. | Discussion and Direction re 2010 Census Complete Count Committee | Jean Callison
Pat Miner | 15 min. |

III.	Discussion and Direction re Water & Sewer Rate	Rhodes-Whitley	10 min.
IV.	Discussion and Direction re 2009 Bond Referendum	Rhodes-Whitley	10 min.
V.	Council items for discussion/action on future agendas	Council	5 min.
VI.	Consent and Regular Agenda	Council	5 min.

In accordance with the provisions of the Open Meetings Act, during Preliminary Open Meetings, agenda items will be discussed and votes may be taken where appropriate.

Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Avenue L, with specially marked parking spaces nearby. Access and special parking are also available on the north side of building. The Council Chamber is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.



CITY COUNCIL

1520 AVENUE K

DATE: February 17, 2009

CALL TO ORDER: 7:00 p.m.

INVOCATION: Father Jason Cargo
St. Elizabeth Ann Seton Catholic Church

PLEDGE OF ALLEGIANCE: Brownie Troop 8859
Harrington Elementary School

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>OATHS OF OFFICE</u></p> <p><u>Animal Shelter Advisory Committee</u> Elizabeth Ann Bodden</p> <p><u>Community Relations Commission</u> Elias Baron</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><u>Approval of Minutes</u></p> <p>January 26, 2009</p>	
(b)	<p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>CSP No. 2009-27-C for Security Control System Upgrade and Maintenance for the Robinson Justice Center and Police Building in the amount of \$704,500 to Redhawk, a UTC Fire & Security Company, for the security upgrade and an estimated annual amount of \$13,000 for maintenance, for a first year total of \$717,500 and authorizing the City Manager to execute all necessary documents. This will establish an annual fixed price contract with three optional one-year renewals for the maintenance.</p>	
(c)	<p>Purchase from an Existing Contract</p> <p>To approve the purchase of one Caterpillar Backhoe Loader (416E) in the amount of \$66,950 from Holt Cat through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager to execute all necessary documents. (#268-07)</p>	
(d)	<p>To authorize the purchase of CommVault Email Archiving Solution for eDiscovery, in the amount of \$165,573 from Dell, through a Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-890)</p>	
(e)	<p>Contract Modification</p> <p>To approve and authorize Contract Modification No. 2 with Carter & Burgess, Inc. for additions and deletions in Architectural Services in conjunction with improvements to Oak Point Park and Nature Preserve resulting in a net reduction in the contract amount by \$73,351 and authorizing the City Manager to execute any and all documents necessary to effectuate the contract modifications.</p>	
(f)	<p>Approval of Change Order</p> <p>To Hencie International, Inc., increasing the contract by \$32,507 for the 2007-2008 Residential Concrete Pavement Rehabilitation Project, Zone I8, Project No. 5890, Change Order No. 2, Bid No. 2008-95-B. This change order is for additional alley repairs.</p>	
(g)	<p>To Jerusalem Corporation, increasing the contract by \$82,675 for the 2007-2008 Residential Concrete Pavement Rehabilitation Project, Zone L5, Project No. 5936, Change Order No. 1, Bid No. 2008-205-B. This change order is for additional street pavement repairs due to the drought/wet conditions and shrinkage/swelling of the base soil under the street pavement.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Resolutions</u></p> <p>(h) To approve the terms and conditions of a Second Modification of Contract by and between Otto Container Management, L.L.C. and the City of Plano, Texas for maintenance, repair, replacement and distribution of roll out trash and recyclable carts; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(i) To approve the terms and conditions of an Agreement by and between the City of Plano and the Presbyterian Plano Diagnostics Surgery Center for the use of the Allen/Frisco/Plano Trunked Radio System by PPCDS; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(j) To approve the Investment Portfolio Summary for the quarter ending December 31, 2008 prepared by Valley View Consulting, L.L.C.; and providing an effective date.</p> <p>(k) To approve the terms and conditions of an Amended Economic Development Incentive Agreement by and between the City of Plano, Texas and Diodes Incorporated, a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(l) To approve the terms and conditions of an Amended Agreement by and between the City of Plano, Texas, the County of Collin, Texas, and Diodes Incorporated, a Delaware corporation, and providing for a real and business personal property tax abatement, and authorizing its execution by the City Manager; and providing an effective date.</p> <p>(m) To approve the terms and conditions of a Real Estate Contract by and between Preston Legacy Holdings, L.P., and the City of Plano; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(n) To authorize outside employment with Southern Methodist University for the City Attorney, Diane Wetherbee; and providing an effective date.</p> <p>(o) To authorize the City Manager to enter into a Joint Election Agreement with the Plano Independent School District and Frisco Independent School District for the purpose of conducting a joint election on May 9, 2009; and providing an effective date.</p> <p><u>Adoption of Ordinances</u></p> <p>(p) To order an election to be held on May 9, 2009 for the purpose of electing four (4) members of Council, Place No. 2 (District 2), Place No. 4 (District 4), Place No. 6 (Mayor), and Place No. 8, to the City Council to hold office for a period of three years; designating locations of polling places; ordering notices of election to be given as prescribed by law in connection with such election; and providing an effective date.</p> <p>(q) To repeal Ordinance No. 2003-4-18, which set fees for Animal Services; and repealing Ordinance No. 2008-11-15, entitled "Health Categories and Fees"; and replacing both with this ordinance, to be entitled "Health Categories and Fees" to provide for the addition of Animal Services fees; providing a repealer clause, a severability clause, and an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(r)	<p>To repeal Ordinance Nos. 94-12-16, 96-8-7, 99-8-11 codified as Chapter 4, Animal Regulations, Code of Ordinances of the City of Plano and adopting a new Chapter 4, Animal Regulations, Code of Ordinances of the City of Plano incorporating updates to State law and adding provisions regulating: sterilization; multiple pets; pet identification through microchips; certain businesses which deal with animals; and, the use of tethers; providing a repealer clause, a severability clause; a penalty clause; a savings clause; providing an effective date; and providing for publication.</p>	
(s)	<p>To amend Ordinance 2008-12-4, currently codified as Chapter Six, Article XIII, Irrigation Systems, to amend the regulations including listed and approved devices, a correct filing date of reports and requirement of freeze sensors for installation on irrigation systems within the city limits of the City; and providing a repealer clause, a severability clause, a penalty clause, a publication clause and an effective date.</p>	
(t)	<p>To amend the City’s ordinances providing for the issuance of City of Plano, Texas, General Obligation Bonds, Series 2007, General Obligation Bonds, Series 2008 and General Obligation Bonds, Series 2009; and providing an effective date.</p>	
(u)	<p>To amend Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to establish prima facie maximum speed limits for motor vehicles operating upon certain sections of Headquarters Drive and Parkwood Boulevard within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p> <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>An Ordinance to amend specific sections of Ordinance No. 2008-1-9 codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to reflect the new rates and increase the fee schedules for water and sewer services effective March 1, 2009, and providing a repealer clause, a severability clause, a savings clause, and an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(2)	<p>An Ordinance to authorize a three-year renewal of the Private Franchise Agreement by and between the City of Plano, Texas and Allied Waste Systems, Inc. d/b/a Trinity Waste Services, for collection and disposal of solid waste for commercial customers located within the City of Plano and a non-exclusive private franchise for collection of recyclable materials from commercial customers located in the City of Plano; and authorizing the City Manager to execute any and all documents necessary to effectuate this renewal; providing a repealer clause, a severability clause, a savings clause, a penalty clause, and providing for publication and an effective date. (Second Reading, First Reading approved January 12, 2009)</p>	
(3)	<p>A Resolution to approve the Investment Portfolio Summary for the quarter ending September 30, 2008 prepared by Valley View Consulting, L.L.C.; and providing an effective date.</p>	
(4)	<p>A Resolution to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Interphase Corporation, a Texas corporation; authorizing its execution by the City Manager; and providing an effective date.</p>	
(5)	<p>A Resolution to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Robot Entertainment, Inc., a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date.</p>	
(6)	<p>Public Hearing and consideration of an Ordinance to amend the Comprehensive Plan originally adopted by Resolution No. 86-11-22(R) to include a Mixed-use Policy Statement with guidelines for reviewing zoning requests for mixed-use projects; providing procedures approving the utilization of said policy statement by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date. Applicant: City of Plano</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>	



Pat Evans
Mayor

Jean Callison
Mayor Pro Tem

Harry LaRosiliere
Deputy Mayor Pro Tem

Pat Miner
Place 1

Scott Johnson
Place 2

Mabrie Jackson
Place 3

Sally Magnuson
Place 4

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

February 12, 2009

Mayor Pat Evans
City Council Members
City of Plano
Plano, TX 75074

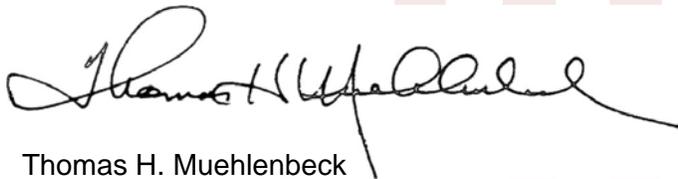
Honorable Mayor and City Council:

We will begin our meeting on Tuesday in Executive Session where we will receive legal advice from the City Attorney. The City Attorney will also discuss a matter of litigation. Under Item III, potential economic development prospects may be discussed.

The Preliminary Open Meeting will begin with discussion and direction regarding the 2010 Census Complete Count Committee. Karen Rhodes Whitely will present discussion and direction regarding the Water and Sewer Rate and will conclude the session with discussion and direction regarding the 2009 Bond Referendum.

I look forward to seeing you on Tuesday.

Sincerely yours,



Thomas H. Muehlenbeck

MEMORANDUM

DATE: February 6, 2009

TO: Thomas H. Muehlenbeck, City Manager
Frank F. Turner, Executive Director for Development

FROM: Jeff Zimmerman, Long Range Planning Manager

SUBJECT: 2010 Census Complete Count Committee

Attached is a request from Mayor Pro Tem Callison and Council Member Miner presenting their recommendations for the establishment of the 2010 Census Complete Count Committee. They have been working with City staff since October of 2008 to define the benefits of forming a committee, the membership composition, and the structure and expectations for it to be successful.

I respectfully request that this item be scheduled for the City Council's Preliminary Open Meeting on February 17, 2009 and have provided the following attachments for the inclusion in the packet:

1. Memorandum from Ms. Callison and Mr. Miner summarizing their recommendations;
2. The "Strategic Framework" to guide the committee's activities;
3. A roster of those persons who have agreed so far to join the committee; and
4. A list of those programs for which the amount of federal or state funding is impacted by population data.

Document Nos. 1 and 2 address the following major changes made to the proposal since it was discussed with City Council on November 24, 2008:

1. Continuing the standard practice of the Mayor forming temporary task forces and/or committees instead of it resulting from Council resolution. The Legal Department is concerned that using a formal Council action to establish an entity would pose the need to limit membership to Plano residents only. Unfortunately that requirement could exclude valuable representation from major public and private entities with operations in Plano.
2. Providing for formal appointment of the Chair and Vice Chair by the Mayor and assigning staff the responsibility of continuing to recruit persons to attain composition needed for a broadly representative committee.

Please let me know if additional information is required.

xc: Susan Helt, Public Information Director
Wendy Jorgensen,
Phyllis Jarrell, Planning Director
Steve Sims, Senior Planner

MEMORANDUM

DATE: February 6, 2009
TO: Honorable Mayor and City Council
FROM: Jean Callison, Mayor Pro Tem, Place 7
Pat Miner, Council Member, Place 1
SUBJECT: 2010 Census Complete Count Committee

We respectfully recommend forming the 2010 Census Complete Count Committee as follows:

1. The Committee shall be established by action of the Mayor similar to other temporary committees and task forces.
2. The attached document entitled "Organization/Responsibilities" shall define the structure, expectations, and activities of the Committee.
3. The Mayor shall appoint the Chair and Vice Chair and it shall be the responsibility of City staff to recruit persons from multiple backgrounds to fill remaining positions on the Committee up to a maximum of 24 members, including the Chair and Vice Chair.
4. The Mayor may choose to appoint two Council Members to act as liaisons to the Committee.
5. The City Council should formally acknowledge and appropriate a maximum of \$30,000 (\$9,000 in FY 2008/2009 and \$21,000 in FY 2009/2010) as may be required for support of the Committee's outreach efforts.

Consideration was given to forming the Committee via Council resolution. However, it was determined that establishment through the authority of the Mayor would avoid any appearance of conflict with the City Charter's residency requirements for permanent boards and commissions. Other temporary committees and task forces established in the past by the Mayor have included nonresident members, so there is precedent for this approach. To effectively carry out its responsibilities, the Census Complete Count Committee will require the expertise and involvement of major community stakeholders. Unfortunately, some prospective representatives of organizations like Collin College or the United States Postal Service may not reside in Plano, yet they would definitely be valuable members of the Committee. There may also be nonresidents from businesses with Plano operations who could provide valuable insights on ways to communicate with Plano residents through their workplaces.

The attached document should effectively guide the efforts of the Committee and staff as they carry out this important program. It clearly defines a process that will enable the Committee to establish objectives and work toward their accomplishment. Therefore, we propose that it be incorporated into the establishment of the Committee.

We respectfully recommend **Thomas Martin** for Chair and **Leticia Martinez** for Vice Chair of the 2010 Census Complete Count Committee. Both have been contacted and are willing to take on this responsibility.

With the exception of the Chair and Vice Chair, we feel staff should be directed to collaborate with local organizations to recruit a membership comprised of multiple backgrounds, experiences, and capabilities. Using this approach, staff can continue to

identify and contact prospective members and they can join immediately without action by the Mayor or Council. We have previously outlined membership composition guidelines that staff can use when seeking prospective members. Currently, 17 persons have agreed to be part of the Committee and they could move the process forward while recruitment efforts continue. The current roster is also attached so you may reflect on its composition and background.

It has been estimated that \$30,000 (\$9,000 in FY 2008/2009 and \$21,000 in FY 2009/2010) may be required for various types of printed materials, graphics, videos, display materials, and presentation equipment. We hope that this cost can be reduced depending the availability of applicable outreach and promotional materials produced by the Census Bureau. Council recognition and acceptance of this appropriation should be duly noted.

The City employed the Complete Count Committee process in preparation for the 2000 Census and had the highest household response rate, 76%, for Texas cities with a population of 150,000 or more. This response rate was second highest for all north Texas cities regardless of size. Could the same response rate have been achieved without a Complete Count Committee? There is no way of knowing. No effective formula exists for measuring the correlation between the process and the resulting accuracy level of the count taken in a given city.

The risks of an inaccurate Census count are quite high. Population is a key determinant of the number of local members of the United States and Texas House of Representatives. In addition, many federal, state, and local funding programs use population as a factor in grant distribution. As the attached table shows, the City of Plano has received nearly \$40.6 million over the last 25 years from outside sources where population is key review factor. We appreciate the opportunity to explore this partnership with the U.S. Census Bureau and look forward to presenting our recommendations at the Council's Preliminary Open Meeting on February 17, 2009.

ATTACHMENTS:

- Strategic Framework
- Current Committee Roster
- Programs/Grants Impacted by Population

**CITY OF PLANO
2010 CENSUS COMPLETE COUNT COMMITTEE
STRATEGIC FRAMEWORK
(February 2009)**

PURPOSE:

The 2010 Census Complete Count Committee shall develop and implement a local education and awareness program that reaches out to Plano's diverse population to encourage responses to the upcoming census survey.

MESSAGE:

In partnership with regional and local offices of the U.S. Census Bureau, the City of Plano is committed to informing its residents of the following key factors relating to participation in the 2010 Census:

1. **Elected Representation** – Plano's share of elected members to the U.S. and Texas House of Representatives depends on the population derived from each ten-year census count. Plano's City Charter also provides the creation of four Council District boundaries based on population.

2. **Funding Allocations** – Census demographic data is critical in the evaluation of individual grant applications and in the general distribution of federal and state funds at the regional and local levels. Since these funds support and supplement many of the City's services and programs, an accurate census count impacts the quality of life of all Plano residents. Accurate demographic information is also used to determine the most effective and efficient use of local revenues from property taxes, sales taxes, fees, and other revenue sources.

3. **Confidentiality** – All census information about individual persons or households is strictly confidential and cannot be shared with any other governmental or private entity or individual. Any employee of the U.S. Census Bureau or anyone acting on its behalf who discloses confidential information within 70 years of the census count is subject to criminal prosecution.

ORGANIZATION:

1. **Appointments** – The Mayor shall appoint the Chair and Vice Chair of the 2010 Census Complete Count Committee. The remaining members shall be recruited by City staff and shall represent a broad range of backgrounds, experiences, and capabilities in support of the Committee's purpose. The Mayor may also appoint two or more members of the City Council to serve as Council Liaisons to the 2010 Census Complete Count Committee. The Liaisons shall be the direct contacts for the Committee's Chairperson and Vice Chairperson on matters requiring the City Council's input or direction.

2. **Size** – The Committee may have up to 24 members as needed to adequately represent the community and effectively comprise subcommittees.

3. **Subcommittees** – Upon acceptance of a general work program by the Complete Count Committee and its Council Liaisons, the Chairperson may appoint subcommittees to increase efficiency and effectiveness. The Chairperson shall also appoint chairs for each subcommittee.
4. **Executive Committee** – An executive committee consisting of the Chair, Vice Chair, and all subcommittee chairs shall be formed to ensure coordination and consistency. The Executive Committee will help determine agenda content for upcoming meetings.
5. **City Staff** –The Long Range Planning Manager shall coordinate the utilization of staff and other resources. Another member of the Long Range Planning Division will act as the primary staff contact and resource for the committee. The Public Information Department will also assign a staff person to regularly participate in committee meetings and activities, and coordinate the creation and production of promotional materials. In addition, a staff team comprised of the above individuals plus representatives of the Neighborhood Services Division, Property Standards Department, Police Department, and other areas will facilitate technical support for the committee.

PRIMARY RESPONSIBILITIES:

1. **Knowledge Base** – Through training and interaction with Census Bureau and City staff, the Committee shall become informed and conversant in the basic census process and the potential impacts of the 2010 Census on Plano and its residents. In turn, the knowledge, experience, and insights of individual members will be essential for developing successful outreach programs to connect with various segments.
2. **Work Schedule** – The committee shall work with staff to develop and update a Work Schedule to effectively and efficiently coordinate activities and utilize available resources. It should include timelines, responsibilities, and expectations for planning and implementation. It will be the basis for establishing subcommittees and should be consistent with available resources. The Work Schedule should be reviewed and accepted by the Council Liaisons.
3. **Outreach Plan** – The committee shall work with staff in preparing an Outreach Plan defining both general and focused approaches to promote the 2010 Census and encourage all Plano households to return their completed questionnaires. It should include specific approaches for connecting with and informing population groups within the community about the census and the importance of participating in the process. The committee will be responsible for implementing the plan, monitoring its effectiveness, and making needed

adjustments. The Outreach Plan shall also be reviewed and accepted by the Council Liaisons.

4. Final Report – **Upon completion of its primary responsibilities, the committee shall submit a report to the City Council describing its work activities and accomplishments. The report should identify those procedures, organizational elements, resources, and other components of the process that were most and/or least effective. If a 2020 Census Complete Count Committee is established, this report will serve as a helpful starting point.**

5. Resource Utilization

- **Financial Resources** - Committee members are not expected to contribute personal resources other than time to the process. City staff will work with local and regional offices of the U.S. Census Bureau to obtain information, promotional materials, and other resources that can be used for distribution and presentation purposes. Financial support from the City may be provided when available resources do not effectively accommodate local outreach efforts.
- **Staff Resources** – Assigned staff members will attend scheduled committee and subcommittee meetings, conduct research, prepare documents, and provide assistance related to their areas of expertise. There may also be opportunities to utilize participants from the City’s Volunteers in Plano program (VIP). Adequate advance notice will be needed so staff may work with the VIP Coordinator to identify the skills required to complete a task, along with the necessary time commitment.

6. Committee Member Activities

- **Meetings** – Members should attend all meetings of the full committee and subcommittees to which they are assigned. The Committee Chairperson, Vice Chairperson, and the chairpersons of any subcommittees should attend meetings of the Executive Committee. Special meetings may also be arranged that require the attendance of individual members, staff, and representatives from other organizations to discuss implementation approaches.
- **Presentations** – Some members may become part of a speakers’ bureau. They will be called upon to assist staff with presentations to civic and cultural organizations. The Chairperson and Vice Chairperson may be asked to periodically update the City Council on the committee’s work activities and accomplishments.
- **Special Events/Workshops** – The committee may identify special events such as festivals, parades, and other gatherings where the 2010 Census can be promoted and published materials can be distributed. The committee may wish to develop and

conduct workshops or other special events of its own to explain the census process to general and targeted groups of residences.

EXHIBIT II

2010 CENSUS COMPLETE COUNT COMMITTEE
 (February 2, 2009)

ROSTER

NAME	BACKGROUND	BUSINESS OR ORGANIZATION	STATUS
Roy Frady	Faith Based	Willow Creek Fellowship Church	Definite
Mary Alice Garza	Hispanic	Geomap, Inc.; Multi-Cultural Roundtable	Definite
Madan Goyal	Indian	Multi-Cultural Roundtable	Definite
Myrtle Hightower	African American	Plano Community Charity	Definite
Jian Li	Asian	Multi-Cultural Roundtable	Definite
Marcus Ludwig	Business – Retail	Wal-Mart	Definite
Thomas Martin	Education	Collin College	Definite
Leticia Martinez	Hispanic Faith Based	Collin County Interfaith	Definite
Jim McGuire	Faith Based	Chase Oaks Church	Definite
Jun Melvin	Education	Plano ISD	Definite
Brad Shanklin	Business	Plano Chamber of Commerce	Definite
Grace Singleterry	African American	Real Estate	Definite
Dee Taylor	Seniors	Senior Citizen Advisory Board	Definite
Troy Villarreal	Business – Medical	Medical Center of Plano	Definite
Jack Weatherford	Technical	Plano Postmaster	Definite
TJ Johnson	African American	Plano African American Museum	Interim
Daniel Long	Resident Groups	Plano Homeowners Council	Probable

Exhibit III

PROGRAMS/PROJECTS IMPACTED BY POPULATION

The City of Plano has received considerable funding over the years based on the population count. The majority of the funding has come from federal, state, and local government sources. However, even private programs have made population either an eligibility determinant or an evaluation factor. Nearly \$40.6 million in population-related funding has been received over the last 25 years as is represented in the table below.

POPULATION-RELATED FUNDING SOURCES

PROGRAM/FUNCTION	AMOUNT	TYPE OF GRANT	TIMEFRAME	OTHER INFO
Public Safety Fire & Police	\$74,000	Fireman's Fund Ins. Co. – Heritage Grant		
	\$131,176	Byrne Justice Assistance Grant (Police)	2004-2011	
	\$7,508,112	9-1-1 Wireless Fee Distribution Grant	2000-2009	State
Homeland Security	\$3,000,000	General Grants	2001-2009	
	\$80,000	Homeland Security Grant	2008	State
	\$288,700	Urban Security Initiative	2008	
Neighborhood Services	\$25,500,000	Community Development/Housing \$1,252,080 – CDBG (2008) \$434,591 – HOME (2008)	1985-2008	HUD Programs
Parks and Rec.	\$500,000	Parks & Open Space Grant - State	Bi- Annually	Project basis
	\$1,000,000	Collin County Parks foundation	2000-2009	
Transportation	\$2,500,000	Various federal grants administered through NCTCOG	2000-2009	
TOTAL	\$40,581,988			

Note: In addition, the City of Plano is distributing Buffington Community Service Grants to local nonprofit agencies that provide health and social services to Plano residents. \$524,600 will be awarded in Fiscal Year 2008. The total amount is based on a calculation of \$2.00 per capita. Population and other demographic data derived from census counts are also critical factors in determining service demands and the types, sizes, locations, and number of City facilities needed.

MEMORANDUM

DATE: February 17, 2009

TO: Honorable Mayor and City Council

FROM: Karen Rhodes-Whitley, Director of Budget & Research

SUBJECT: WATER & SEWER RATE DISCUSSION

Enclosed for your review is information pertaining to the Water & Sewer Rate increases that are included in the FY 2008-09 Budget. The rate increases are the direct result of passing through North Texas Municipal Water District (NTMWD) increasing the water rate from 1.08 to 1.18 per 1,000 gallons, wastewater increasing 18.8% and the Upper East Fork Interceptor increasing 24%. The rate increases were originally scheduled to be implemented October 1, 2008. However, due to an unexpected increase in water revenue during FY 2007-08 and the first three months of FY 2008-09 of \$3 million, the decision was made to delay the rate increase until a Water & Sewer Rate Consultant could be hired to analyze our rate structure and provide a revised cost of service plan. At this juncture, a consultant has been selected but we are still in the process of bringing the firm in to start the process. Once the process begins, the review and cost of service study should take approximately 60 to 90 days. Therefore, it is in the best interest of the water and sewer fund to implement the rate increases effective March 1, 2009. The City of Plano's Finance Committee, including Council Members Johnson and LaRosiliere, have reviewed the proposed rate structure.

For your review, included within the packet is the following information:

1. The FY 2008-09 Water and Sewer Fund Summary.
2. A listing of the water and sewer rates since FY 1999-2000. Due to increases passed through from NTMWD, we have increased rates five times since April 5, 2005.
3. Number of customers per meter size for residential and commercial.
4. Graphs benchmarking residential meters for $\frac{3}{4}$ inch and 1 inch at 10,000 gallons and 1 inch commercial meters at 50,000 gallons to other cities in the metroplex. The NTMWD member cities have been footnoted for easy reference on the graph.
5. A chart illustrating future projected transfers to the Water and Sewer Capital Improvement Program (CIP).
6. The Water and Sewer (CIP) financial summary for the next five years.

Please let me know if you have any questions regarding the proposed water and sewer rate structure increases.

WATER & SEWER

	Actual 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
WORKING CAPITAL	\$12,311,270	\$695,211	\$4,823,608	\$4,021,400
Revenues				
Water Income	\$39,497,630	\$51,232,759	\$50,060,473	\$57,484,581
Sewer Income	41,622,029	44,875,544	44,371,038	52,540,000
Water Taps	99,232	125,115	75,619	77,131
Water & Sewer Penalties	1,088,733	1,247,627	1,224,367	1,234,162
Water Meters	229,555	250,000	185,386	223,451
Construction Water	87,423	117,417	225,341	229,848
Service Connect Fee	175,605	193,198	169,582	172,974
Backflow Testing	267,300	283,424	292,950	298,809
Sewer Tie-On	34,600	38,062	27,425	27,974
Pre-Treatment Permits	27,925	34,214	27,444	27,993
Interest Earnings	26,177	200,000	0	50,000
Transfer from Water Impact Fees	291,986	254,530	254,530	0
Transfer from Reserve Fund	2,211,912	0	0	0
Transfer in for Education Building	148,928	148,928	148,928	148,928
Misc. Income	525,537	435,593	458,850	431,468
TOTAL REVENUES	\$86,334,572	\$99,436,410	\$97,521,932	\$112,947,318
TOTAL RESOURCES	\$98,645,842	\$100,131,619	\$102,345,540	\$116,968,718
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$8,310,977	\$9,007,482	\$8,589,299	\$8,948,305
Materials & Supplies	2,366,827	3,269,377	4,395,794	5,079,551
Contractual	4,306,782	5,178,050	5,253,734	5,537,841
NTMWD - Water	24,946,198	28,836,000	26,959,318	31,529,375
NTMWD - Wastewater	10,959,349	11,706,396	11,846,565	14,087,958
NTMWD - Upper E. Fork Interceptor	6,174,697	6,864,322	7,041,288	8,344,313
Retirement of NTMWD Debt-Phase I&II	801,535	824,515	824,515	828,355
Sundry	659,465	323,978	385,480	378,734
Reimbursements	217,119	163,660	265,135	275,144
Subtotal	\$58,742,949	\$66,173,780	\$65,561,128	\$75,009,576
Capital Outlay	70,084	1,245,000	1,323,720	0
TOTAL OPERATIONS	\$58,813,033	\$67,418,780	\$66,884,848	\$75,009,576
Transfer to General Fund	\$14,197,581	\$14,917,733	\$15,219,179	\$15,824,925
Transfer to Debt Service	2,550,000	2,250,000	2,250,000	2,200,000
Transfer to W & S CIP	12,300,000	7,800,000	7,800,000	11,835,000
Transfer to Capital Reserve	3,000,000	3,000,000	3,000,000	1,200,000
Transfer to Loss Fund	551,070	533,821	571,959	616,484
Transfer to Technology Fund	300,000	300,000	300,000	300,000
Transfer to Technology Services	2,025,792	1,987,111	2,198,154	2,272,660
Transfer for Sustainability	84,758	100,000	100,000	100,000
TOTAL TRANSFERS	\$35,009,201	\$30,888,665	\$31,439,292	\$34,349,069
TOTAL APPROPRIATIONS	\$93,822,234	\$98,307,445	\$98,324,140	\$109,358,645
WORKING CAPITAL	\$4,823,608	\$1,824,174	\$4,021,400	\$7,610,073
Days of Operation				37

**City of Plano
Water Rate Comparisons**

Residential												
	1999/2000	2000/2001	2001/2002 (1)	2002/2003	2003/2004	2004/2005 (2)	2005/2006	2006/2007 (3)	2006/2007 (4)	2/1/2008 (5)	3/1/2009 (6)	% Change
Min Charges (Includes 1,000)												
0.075	\$10.00	\$10.00	\$10.58	\$11.00	\$11.55	\$12.18	\$12.18	\$12.79	\$13.79	\$13.79	\$15.07	9.25%
1.00	\$10.00	\$10.00	\$10.58	\$11.00	\$11.55	\$12.18	\$12.18	\$12.79	\$13.79	\$13.79	\$15.07	9.25%
1.50	\$49.25	\$49.25	\$51.80	\$51.80	\$54.39	\$57.17	\$57.17	\$60.03	\$61.03	\$61.03	\$66.68	9.25%
2.00	\$78.30	\$78.30	\$82.30	\$82.30	\$86.42	\$90.79	\$90.79	\$95.33	\$96.33	\$96.33	\$105.24	9.25%
Consumption Charges												
1,001-5,000	\$0.08	\$0.08	\$0.17	\$0.17	\$0.18	\$0.24	\$0.24	\$0.25	\$0.26	\$0.32	\$0.35	9.25%
5,001-20,000	\$0.92	\$0.92	\$1.05	\$1.25	\$1.31	\$1.43	\$1.43	\$1.50	\$1.58	\$1.64	\$1.79	9.25%
Winter greater than 20,000	\$0.92	\$0.92	\$1.05	\$1.25	\$1.31	\$1.43	\$1.43	\$1.50	\$1.58	\$1.64	\$1.79	9.25%
Summer greater than 20,000	\$1.84	\$1.84	\$2.10	\$2.50	\$2.63	\$2.86	\$2.86	\$3.00	\$3.15	\$3.27	\$3.57	9.25%
Commerical												
	1999/2000	2000/2001	2001/2002 (1)	2002/2003	2003/2004	2004/2005 (2)	2005/2006	2006/2007 (3)	2006/2007 (4)	2/1/2008 (5)	3/1/2009 (6)	% Change
Min Charges (includes 1,000)												
0.075	\$10.00	\$10.00	\$10.58	\$11.00	\$11.55	\$12.18	\$12.18	\$12.79	\$13.79	\$13.79	\$15.07	9.25%
1.00	\$25.00	\$25.00	\$26.33	\$26.33	\$27.30	\$28.72	\$28.72	\$30.16	\$31.16	\$31.16	\$34.04	9.25%
1.50	\$49.25	\$49.25	\$51.80	\$51.80	\$54.39	\$57.17	\$57.17	\$60.03	\$61.03	\$61.03	\$66.68	9.25%
2.00	\$78.30	\$78.30	\$82.30	\$82.30	\$86.42	\$90.79	\$90.79	\$95.33	\$96.33	\$96.33	\$105.24	9.25%
3.00	\$155.70	\$155.70	\$163.57	\$163.57	\$171.75	\$180.39	\$180.39	\$189.41	\$190.41	\$190.41	\$208.02	9.25%
4.00	\$242.85	\$242.85	\$255.08	\$255.08	\$267.83	\$281.29	\$281.29	\$295.35	\$296.35	\$296.35	\$323.76	9.25%
6.00	\$484.85	\$484.85	\$509.18	\$509.18	\$534.64	\$561.43	\$561.43	\$589.50	\$590.50	\$590.50	\$645.12	9.25%
8.00	\$775.25	\$775.25	\$814.10	\$814.10	\$854.81	\$897.60	\$897.60	\$942.48	\$943.48	\$943.48	\$1,030.75	9.25%
10.00	\$1,114.05	\$1,114.05	\$1,169.84	\$1,169.84	\$1,228.33	\$1,289.81	\$1,289.81	\$1,354.41	\$1,355.41	\$1,355.41	\$1,480.79	9.25%
Consumption Charges												
1,001-5,000	\$0.08	\$0.08	\$0.17	\$0.17	\$0.18	\$0.24	\$0.24	\$0.25	\$0.26	\$0.32	\$0.35	9.25%
5,001-20,000	\$0.92	\$0.92	\$1.05	\$1.25	\$1.31	\$1.43	\$1.43	\$1.50	\$1.58	\$1.64	\$1.79	9.25%
Winter Greater than 20,000	\$0.92	\$0.92	\$1.05	\$1.25	\$1.31	\$1.43	\$1.43	\$1.50	\$1.58	\$1.64	\$1.79	9.25%
Summer - > 20K Gal. Irrigation	N/A	N/A	N/A	N/A	\$2.63	\$2.86	\$2.86	\$3.00	\$3.15	\$3.27	\$3.57	9.25%

(1) = Rates effective 1/1/02
(2) = Rates effective 4/1/05
(3) = Rates effective 10/1/06
(4) = Rates effective 5/1/07
(5) = Rate effective 2/1/08
(6) = Proposed Rate 3/1/09

**City of Plano
Sewer Rate Comparisons**

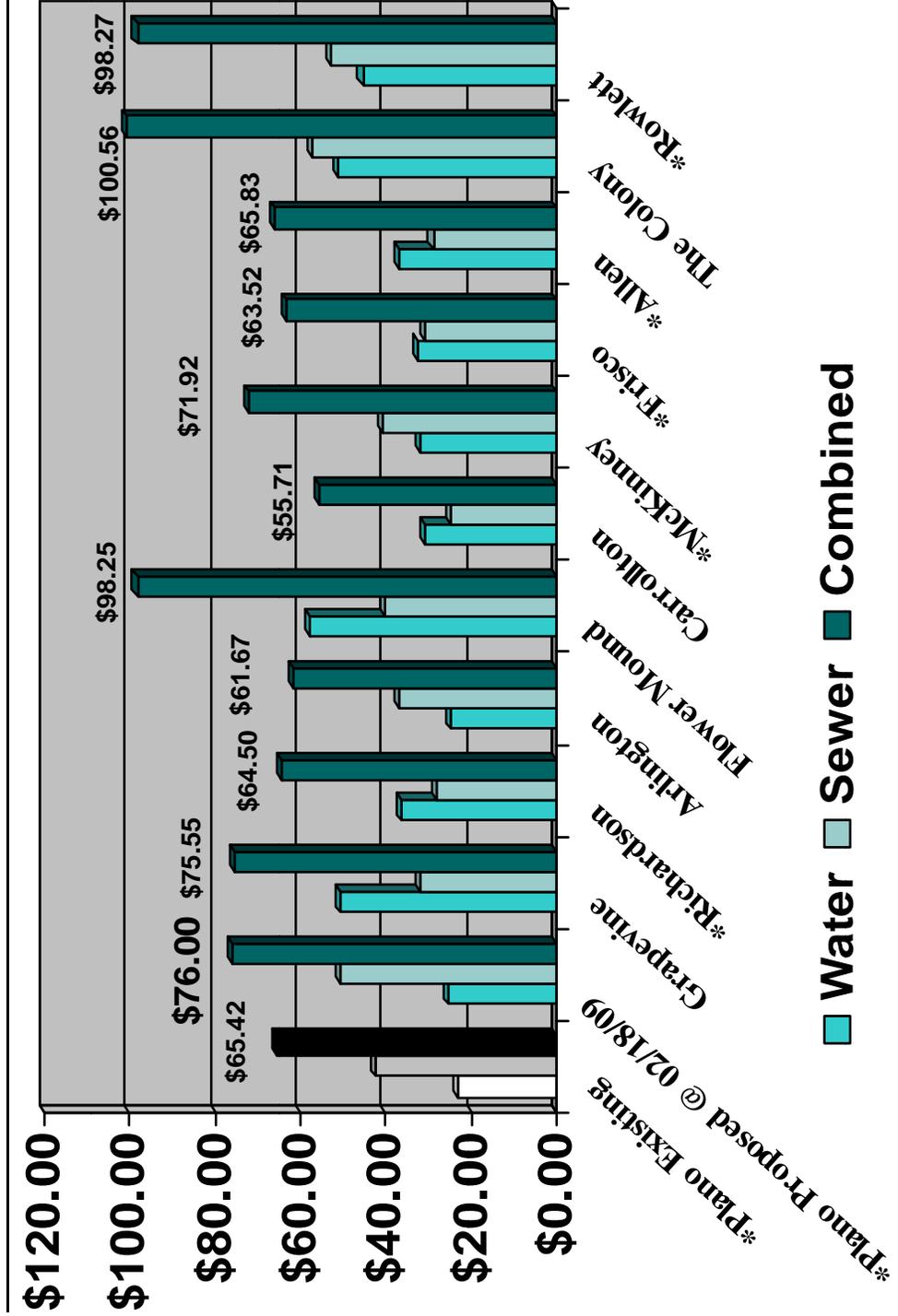
Residential												
	1999/2000	2000/2001	2001/2002	2002/2003	2003/2004	2004/2005	2005/2006	2006/2007	2006/2007	2006/2007	2008/2009	2009/2010
Min Charges (includes 1,000)	\$8.06	\$7.20	\$8.57	\$8.57	\$7.71	\$7.96	\$8.76	\$9.20	\$10.20	\$10.20	\$10.20	\$12.24
Consumption Charges	\$2.40	\$2.14	\$2.55	\$3.00	\$2.70	\$2.79	\$3.07	\$3.22	\$3.38	\$3.55	\$3.55	\$4.26
Sewer Cap	9,000 Gals	9,000 Gals	9,000 Gals	12,000 Gals	N/A							
Commercial												
	1999/2000	2000/2001	2001/2002	2002/2003	2003/2004	2004/2005	2005/2006	2006/2007	2006/2007	2006/2007	2008/2009	2009/2010
Min Charges (includes 1,000)												
Meter Size	0.75	\$7.20	\$8.57	\$8.57	\$7.71	\$7.96	\$8.76	\$9.20	\$10.20	\$10.20	\$10.20	\$12.24
	1.00	\$14.80	\$17.61	\$17.61	\$15.85	\$16.36	\$18.00	\$18.90	\$19.90	\$19.90	\$19.90	\$23.88
	1.50	\$27.40	\$32.61	\$32.61	\$29.35	\$30.29	\$33.32	\$34.99	\$35.99	\$35.99	\$35.99	\$43.19
	2.00	\$42.56	\$50.65	\$50.65	\$45.59	\$47.05	\$51.76	\$54.35	\$55.35	\$55.35	\$55.35	\$66.42
	3.00	\$92.84	\$98.96	\$98.72	\$88.85	\$91.69	\$100.86	\$105.90	\$106.90	\$106.90	\$106.90	\$128.28
	4.00	\$128.37	\$128.37	\$152.76	\$137.48	\$141.88	\$156.07	\$163.87	\$164.87	\$164.87	\$164.87	\$197.84
	6.00	\$254.57	\$302.94	\$302.94	\$272.65	\$281.37	\$309.51	\$324.99	\$325.99	\$325.99	\$325.99	\$391.19
	8.00	\$454.36	\$379.21	\$451.26	\$406.13	\$419.13	\$461.04	\$484.09	\$485.09	\$485.09	\$485.09	\$582.11
	10.00	\$652.09	\$582.71	\$693.42	\$624.08	\$644.05	\$708.46	\$743.88	\$744.88	\$744.88	\$744.88	\$893.86
Consumption Charges	\$2.40	\$2.14	\$2.55	\$3.00	\$2.70	\$2.79	\$3.07	\$3.22	\$3.38	\$3.55	\$3.55	\$4.26

(1) = WQA Sewer Rates Eff 4/1/04
 (2) = Rates Eff 10/1/04
 (3) = Rates Eff 4/24/06
 (4) = Rates Eff 10/1/06
 (5) = Rates Eff 5/1/07
 (6) = Rates Eff 2/1/08
 (7) = Proposed Rate 3/1/09

Number of Customers per Meter Size For Residential & Commercial

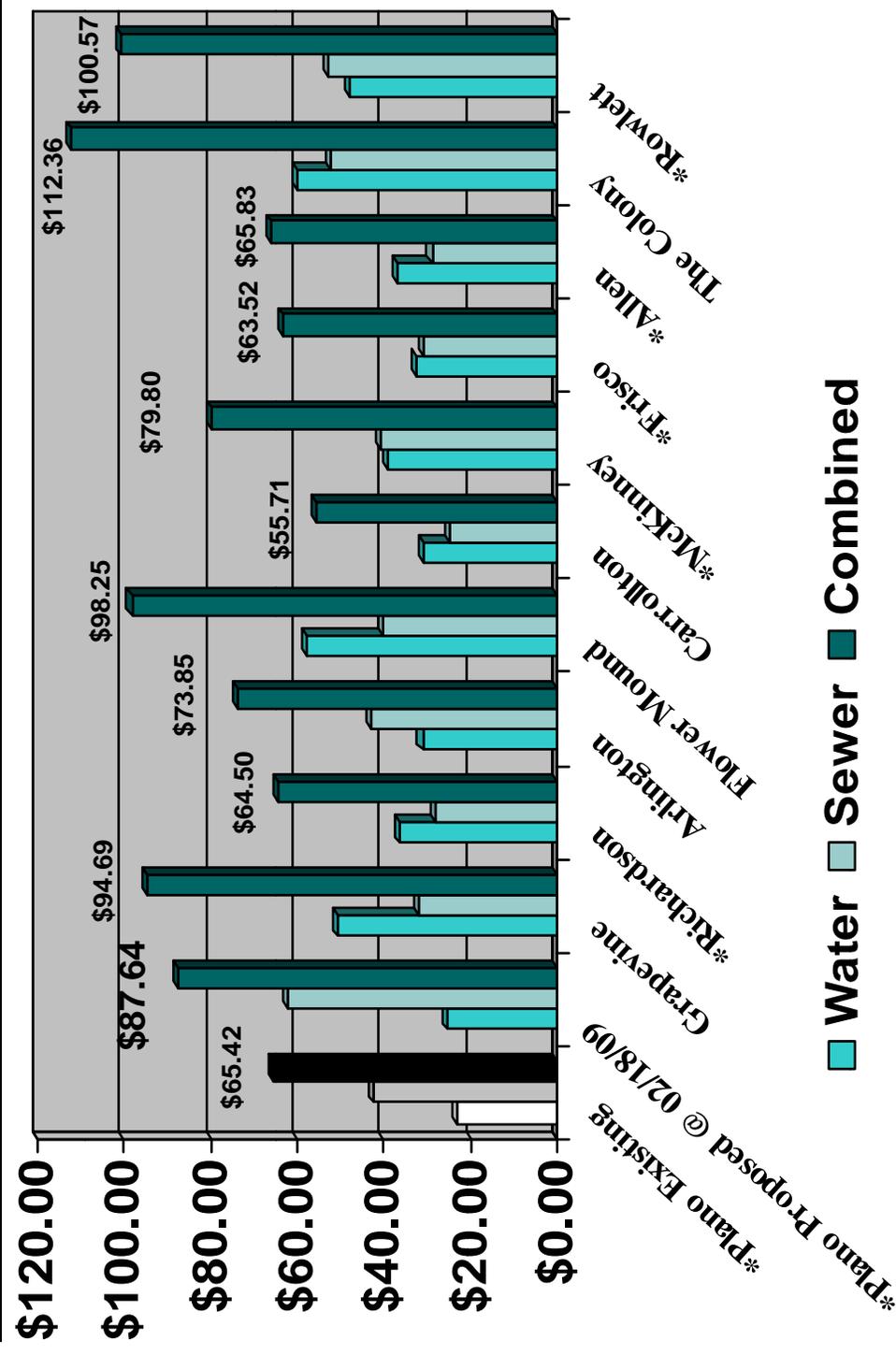
Meter Size	# of Meters	
	Residential	Commercial
3/4"	66,529	1,385
1"	4,010	1,402
1 1/2"	179	2,189
2"	418	3,582
3"	0	142
4"	1	134
6"	0	35
8"	0	1
10"	0	2
Totals	71,137	8,872

Residential 3/4" Comparison for 10,000 Gallons



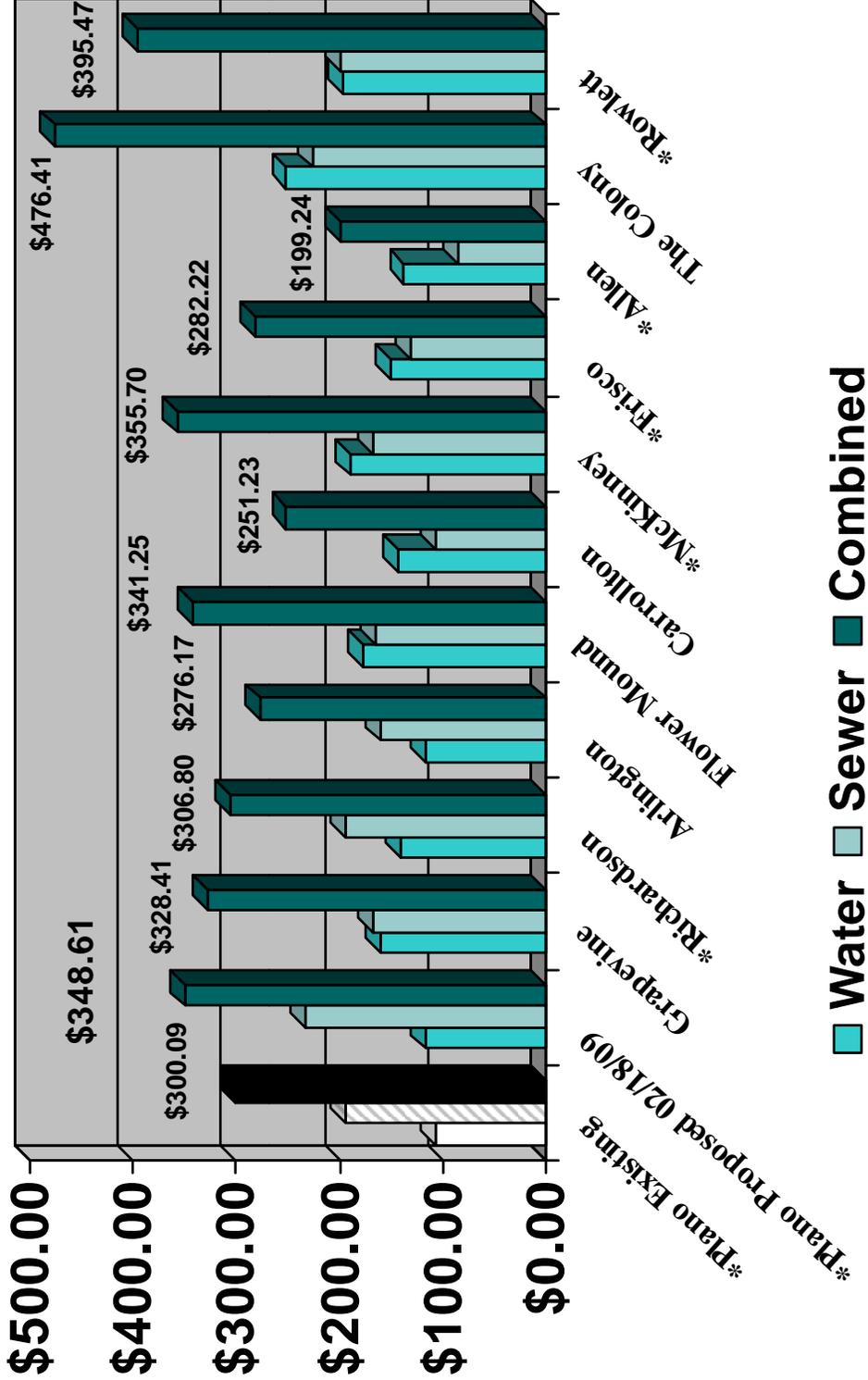
*Cities serviced by the NTMWD.

Residential 1" Comparison for 10,000 Gallons



*Cities serviced by the NTMWD.

Commercial 1" Comparison for 50,000 Gallons



*Cities serviced by the NTMWD.

W&S Operation Transfer to Water CIP & Sewer CIP

	Re-Estimate	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	Future
<u>W&S Operating Transfers</u>								
Water Transfers		4,000,000	5,980,000	9,895,000	5,550,000	4,300,000	4,200,000	7,000,000
Sewer Transfers		<u>3,800,000</u>	<u>5,855,000</u>	<u>5,200,000</u>	<u>4,575,000</u>	<u>4,750,000</u>	<u>4,500,000</u>	<u>9,375,000</u>
Total W&S Operating Transfers		7,800,000	11,835,000	15,095,000	10,125,000	9,050,000	8,700,000	16,375,000
Scheduled Transfer		<u>7,800,000</u>	<u>8,230,000</u>					
Additional Amount Needed		-	3,605,000					

WATER FUND SUMMARY

	<u>Re-Estimate</u> <u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>Future</u>
Beginning Fund Balance	4,751,432	1,714,711	10,275	4,839	15,100	12,361	9,622
Transfer from Operations Impact Fees	4,000,000	5,980,000	9,895,000	5,550,000	4,300,000	4,200,000	7,000,000
Total Resources	8,751,432	7,694,711	9,905,275	5,554,839	4,315,100	4,212,361	7,009,622
Total Expenditures	7,036,721	7,684,436	9,900,436	5,539,739	4,302,739	4,202,739	6,116,739
Ending Fund Balance	1,714,711	10,275	4,839	15,100	12,361	9,622	892,883

SEWER FUND SUMMARY

	<u>Re-Estimate</u> <u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>Future</u>
Beginning Fund Balance	8,244,100	5,130,379	15,943	27,507	23,768	99,029	20,290
Transfer from Operations Transfer from W&S Debt	3,800,000 800,000	5,855,000	5,200,000	4,575,000	4,750,000	4,500,000	9,375,000
Total Resources	12,844,100	10,985,379	5,215,943	4,602,507	4,773,768	4,599,029	9,395,290
Total Expenditures	7,713,721	10,969,436	5,188,436	4,578,739	4,674,739	4,578,739	4,878,739
Ending Fund Balance	5,130,379	15,943	27,507	23,768	99,029	20,290	4,516,551



**PRELIMINARY
2009 BOND
REFERENDUM**

**CITY COUNCIL
INFORMATION PACKET
2/17/09**

**ELECTION DATE
SATURDAY, MAY 9, 2009**

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<http://www.ci.plano.tx.us>

MEMORANDUM

Date: February 17, 2009

To: Honorable Mayor & City Council

From: Karen Rhodes-Whitley, Director of Budget & Research *KRW*

Subject: **2009 Bond Referendum Discussion Packet**

Enclosed is the 2009 Bond Referendum Discussion Packet for your review for the Tuesday, February 17, 2009 City Council Worksession. Included in the packet is the most current proposed projects list, descriptions, O & M impact, capital reserve impact, maps locating various projects, the tax rate impact for scenarios totaling \$100 million to \$128.6 million in new authority over the four year period. In addition, we have provided a draft copy of the Bond Referendum Ordinance which has been prepared by our Bond Council, Vinson & Elkins L.L.P for your review. The proposed Bond Referendum currently totals \$128.6 million in new authority.

In an effort to reduce the total cost of the package, the following changes have been incorporated into the proposed packet since the City Council meeting on January 26, 2009. The elimination of the Fiber Infrastructure Build-Out project totaling \$5.0 million due to an updated contract with Verizon that will provide sufficient bandwidth and the reduction of several Park Improvement projects totaling \$6.9 million which will be delayed till the next bond referendum.

Staff from the various areas will be available at the meeting to answer any questions you may have regarding the projects. Due to the timing of the election, a listing of the final bond referendum projects and proposed propositions will need to be discussed and decided on at this evening's City Council meeting. Monday, February 23, 2009, the City Council is scheduled to adopt the resolution calling for the election.

Ben Brooks bbrooks@velaw.com
Tel 214.220.7921 Fax 214.999.7921

CONFIDENTIAL
ATTORNEY/CLIENT PRIVILEGE

Date: February 12, 2009

To: The Honorable Mayor and City Council, City of Plano

From: Ben Brooks
Jennifer Taffe

Re: Draft Bond Propositions and “Contract with the Voters” Issue

In connection with your review of the attached draft bond election ordinance, we wanted to briefly advise and remind you of a legal issue that arises in connection with bond elections. Representations made to the voters during the election process may create a binding and enforceable contract between the voters and the governing body issuing bond obligations, depending on who makes the representations, how they are made, and when they are made. Under Texas law, the City cannot arbitrarily ignore or repudiate its contract with the voters by changing a project in any material or substantial manner from that which was presented to the voters in (i) the election ordinance, (ii) any official action taken by the City subsequent to the adoption of the election ordinance but prior to the election, or (iii) arguably, and depending on the facts and circumstances, through other communications to the voters by officials of the City, which representations are relied upon by the voters. Accordingly, care should be taken with respect to both official and unofficial actions in order to permit sufficient flexibility in meeting the future needs for capital improvements. With this concern in mind, we have worked with City staff in preparing draft bond propositions that describe the City’s proposed projects in a manner sufficiently broad to allow for variations, as necessary, in specific projects. The propositions are modeled on past bond propositions submitted by the City Council to the City’s voters. We look forward to your review of and comment on the draft bond propositions.

Please feel free to contact us with any questions or concerns you have about the contract with the voters issue or any other bond or election-related matters.

PROPOSITIONS FOR 2009 BOND REFERENDUM

PROPOSITION #1	PUBLIC SAFETY IMPROVEMENTS	\$	11,368,000
PROPOSITION #2	TECHNOLOGY SERVICE FACILITY	\$	8,000,000
PROPOSITION #3	LIBRARY FACILITIES	\$	1,750,000
PROPOSITION #4	PARK AND RECREATION IMPROVEMENTS	\$	48,650,000
PROPOSITION #5	RECREATION CENTERS	\$	24,100,000
PROPOSITION #6	STREET IMPROVEMENTS	\$	34,754,500
	NEW AUTHORITY TOTAL	\$	<u>128,622,500</u>
PROPOSITION #7	REVOCAION FOR PRESTON/LEGACY OVERPASS	\$	(3,500,000)

PROPOSED 2009 BOND REFERENDUM PROJECTS
CITY COUNCIL DISCUSSION 2/17/09

2/11/2009

Project	2009-10	2010-11	2011-12	2012-13	Total
<u>Public Safety Facilities</u>					
Engine/Fire Apparatus	1,300,000	1,568,000	-	-	2,868,000
O&M	1,646,952	3,293,904	-	-	4,940,856
Fire Station 2	-	1,500,000	-	-	1,500,000
O&M	-	14,873	-	-	14,873
Fire Station 6	-	-	1,500,000	-	1,500,000
O&M	-	1,462	6,290	-	7,752
Fire Station 7	1,500,000	-	-	-	1,500,000
Fire Station 13	1,000,000	-	-	-	1,000,000
O&M	1,782,692	17,073	-	-	1,799,765
Video Surveillance	3,000,000	-	-	-	3,000,000
O&M	75,000	-	-	-	75,000
Total Public Safety Authority Needed	6,800,000	3,068,000	1,500,000	-	11,368,000
Total O&M	3,504,644	3,327,312	6,290	-	6,838,246
<u>Technology Services Facility</u>					
Technology Services Facility	1,700,000	6,300,000	-	-	8,000,000
O&M	-	16,006	195,550	-	211,556
Total Technology Services Authority Needed	1,700,000	6,300,000	-	-	8,000,000
Total O&M	-	16,006	195,550	-	211,556
<u>Library Facilities</u>					
Library Improvements	530,800	834,800	384,400	-	1,750,000
Total Library Authority Needed	530,800	834,800	384,400	-	1,750,000
<u>Park Improvements</u>					
White Rock Community Park Development	500,000	4,500,000	-	-	5,000,000
O&M	-	-	217,000	-	217,000
Oak Point Park Development	-	500,000	4,500,000	-	5,000,000
O&M	-	-	-	264,246	264,246
Trail Connections	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000
O&M	11,875	11,875	11,875	11,875	47,500
Athletic Field Renovations	1,250,000	1,250,000	1,250,000	1,250,000	5,000,000
O&M	9,375	9,375	9,375	9,375	37,500
Park Improvements	750,000	750,000	750,000	750,000	3,000,000
O&M	57,300	57,300	57,300	57,300	229,200
Land Acquisitions	500,000	3,000,000	7,000,000	4,750,000	15,250,000
O&M	-	10,000	60,000	224,490	294,490
Athletic Field Improvements	750,000	750,000	750,000	750,000	3,000,000
O&M	11,450	11,450	11,450	11,450	45,800
Arbor Hills Nature Preserve	-	50,000	350,000	-	400,000
O&M	-	-	-	7,500	7,500
Pecan Hollow Golf Course	7,000,000	-	-	-	7,000,000

**PROPOSED 2009 BOND REFERENDUM PROJECTS
CITY COUNCIL DISCUSSION 2/17/09**

2/11/2009

Project	2009-10	2010-11	2011-12	2012-13	Total
<u>Park Improvements (Cont.)</u>					
Maintenance Facility Expansion/Renov.	-	100,000	900,000		1,000,000
O&M	-	7,309	28,465	-	35,774
Total Park Authority Needed	11,750,000	11,900,000	16,500,000	8,500,000	48,650,000
Total O&M	90,000	107,309	395,465	586,236	1,179,010
<u>Recreation Center</u>					
Aquatic Center Renovation	500,000	3,000,000	-	-	3,500,000
Carpenter Park Recreation Center Expansion	6,000,000	-	-	-	6,000,000
O&M	-	576,567	-	-	576,567
Senior Center/Wellness Center Expansion	-	500,000	7,000,000	-	7,500,000
O&M	-	30,966	181,793	87,344	300,103
Oak Point Rec Center Expansion	-	-	600,000	6,000,000	6,600,000
O&M	-	-	-	162,586	162,586
Douglass Community Center	-	-	50,000	450,000	500,000
Total Rec Cntr Authority Needed	6,500,000	3,500,000	7,650,000	6,450,000	24,100,000
Total O&M	-	607,533	181,793	249,930	1,039,256
<u>Street Improvements</u>					
14th Street Reconstruction- K to Ridgewood	1,000,000	0	0	0	1,000,000
15th Street Reconstruction - G Ave to US 75	2,454,000	0	0	0	2,454,000
17th Street/R Avenue Reconstruction	800,000	0	0	0	800,000 *
Alley Reconstruction at Various Locations	200,000	200,000	200,000	200,000	800,000 *
Barrier Free Ramps at Various Location	100,000	100,000	100,000	100,000	400,000 *
Communications Construction Sp Cr to Tennyson	2,410,000	0	0	0	2,410,000
Computerized Signal System Improvements	250,000	250,000	250,000	250,000	1,000,000 *
Dallas North Estates 3 Street Reconstruction	151,000	1,260,000	0	0	1,411,000 *
East Side Entryway Features and Landscaping	110,000	0	0	0	110,000 *
Independence Pkay Corridor Intersection Imp	1,472,000	0	0	0	1,472,000
Intersection Improvements at Various Locations	1,500,000	1,500,000	1,500,000	1,500,000	6,000,000
Intersection Improvements 2008	522,000	0	0	0	522,000
Landscaping Street Enhancements at Various Road:	131,000	110,000	560,000	110,000	911,000 *
Legacy Corridor Intersection Improvements	200,000	1,255,000	0	0	1,455,000
McDermott Rd widening- Coit to Ohio	1,000,000	0	0	0	1,000,000
Meadows Addition Street Reconstruction	1,633,000	0	0	0	1,633,000 *
New Concrete Alleys at various locations	100,000	100,000	100,000	100,000	400,000 *
Oversize Participation	300,000	200,000	100,000	100,000	700,000 *
P Avenue/18th /Belle View Street Reconstruction	290,000	0	0	0	290,000 *
Park Blvd Corridor Intersection Improvements	400,000	1,950,000	0	0	2,350,000
Park Blvd/US 75 Pedestrian Crossing	100,000	1,222,500	0	0	1,322,500
Park Streets - Adjacent to Parks	100,000	0	100,000	0	200,000 *
Parker Rd Corridor Intersection Improvements	1,500,000	0	0	0	1,500,000
Permanent Traffic Calming Improvements	100,000	100,000	100,000	100,000	400,000 *
Preston Road Corridor Intersection Improvements	200,000	2,860,000	0	0	3,060,000
Preston/Legacy Intersection Imp.	500,000	0	0	0	500,000
Preston/Plano Parkway Intersection Imp	1,890,000	0	0	0	1,890,000
Preston/SH 190 Intersection Imp.	100,000	2,700,000	0	0	2,800,000
Railroad Corridors Studies	100,000	0	0	0	100,000

PROPOSED 2009 BOND REFERENDUM PROJECTS
CITY COUNCIL DISCUSSION 2/17/09

2/11/2009

Project	2009-10	2010-11	2011-12	2012-13	Total
<u>Street Improvements (Cont.)</u>					
Rasor Road construction- Ohio to SH 121	2,000,000	0	0	0	2,000,000
Redevelopment Street Improvements	1,000,000	1,000,000	1,000,000	0	3,000,000 *
Roadway Median Landscaping-Variou Locations	55,000	55,000	55,000	55,000	220,000 *
Screening Wall Reconstruction-Variou Locations	550,000	550,000	550,000	550,000	2,200,000 *
Shiloh Rd widening - 14th Street to Park Blvd.	150,000	2,840,000	0	0	2,990,000
Split Trail Reconstruction- Spring Creek to K	750,000	0	0	0	750,000 *
Spring Creek Pkwy at Coit Intersection Imp. (TIP)	1,655,000	0	0	0	1,655,000
Spring Creek Pkwy Corridor Intersection Imp	400,000	2,625,000	0	0	3,025,000
Spring Creek Pkwy Widening - Park to Parker	200,000	2,800,000	0	0	3,000,000
Street Reconstruction at Various Locations	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000 *
Traffic Signalization at New Locations	500,000	500,000	500,000	500,000	2,000,000 *
West Plano Village Street Improvements	545,000	0	0	0	545,000 *
Westwood Reconst - 15th Street to Janwood	1,000,000	0	0	0	1,000,000 *
Windhaven Widening-City Limit to Spring Creek	3,600,000	0	0	0	3,600,000
18th Street Reconst - G to West of K Avenue	0	1,250,000	0	0	1,250,000 *
Brand Road widening- 544 to City Limits	0	100,000	700,000	0	800,000
Dallas North Estates Street Reconstruction	0	223,000	1,854,000	0	2,077,000 *
F Ave. and 14th St. Reconstruction	0	25,000	150,000	0	175,000 *
International Widening- Plano Pkwy to Midway	0	90,000	700,000	0	790,000
Los Rios Widening - Jupiter to Parker	0	120,000	1,880,000	0	2,000,000
18th Street Reconstruction- Jupiter to Dale Drive	0	0	82,000	682,000	764,000 *
Chaparral Bridge at Cottonwood Creek	0	0	1,000,000	0	1,000,000
Dallas North Estates 5- Street Reconstruction	0	0	173,000	1,437,000	1,610,000 *
Los Rios Widening - S City Limits to 14th Street	0	0	2,000,000	0	2,000,000
Mapleshade Construction- Bush Tpk to Silverglen	0	0	830,000	0	830,000
Marsh Widening - Park to Parker	0	0	1,700,000	0	1,700,000
Park Widening- Shiloh to East City Limit	0	0	112,000	1,688,000	1,800,000
Plano Park 1 - Street Reconstruction	0	0	120,000	995,000	1,115,000 *
Dallas North Estates 2 - Street Reconstruction	0	0	0	91,000	91,000 *
Ridgeview Dr Construction - S.H. 121 to Coit	0	0	0	2,000,000	2,000,000
	33,018,000	26,985,500	17,416,000	11,458,000	88,877,500
<i>Revenue from Collin County</i>	<i>-6,963,000</i>	<i>-6,860,000</i>	<i>-4,425,000</i>	<i>-2,700,000 #</i>	<i>-20,948,000</i>
<i>Revenue from Denton County</i>	<i>0</i>	<i>0</i>	<i>-1,500,000</i>	<i>0 #</i>	<i>-1,500,000</i>
<i>Revenue from East Side TIF</i>	<i>0</i>	<i>-500,000</i>	<i>0</i>	<i>0 #</i>	<i>-500,000</i>
<i>Revenue from RTR Funds</i>	<i>-12,067,000</i>	<i>-10,830,000</i>	<i>0</i>	<i>0 #</i>	<i>-22,897,000</i>
<i>Revenue from TxDOT</i>	<i>-6,100,000</i>	<i>-2,178,000</i>	<i>0</i>	<i>0 #</i>	<i>-8,278,000</i>
	-25,130,000	-20,368,000	-5,925,000	-2,700,000 0	-54,123,000
Total Street Improvement Authority Needed	7,888,000	6,617,500	11,491,000	8,758,000	34,754,500
TOTAL PROJECTED AUTHORITY NEEDED	35,168,800	32,220,300	37,525,400	23,708,000	128,622,500
<u>Revocation</u>					
<i>Preston/Legacy Overpass</i>	<i>-3,500,000</i>				<i>-3,500,000</i>
NET NEW AUTHORITY NEEDED	31,668,800	32,220,300	37,525,400	23,708,000	125,122,500
TOTAL PROJECTED O&M	3,594,644	4,058,160	779,098	836,166	9,268,068

* Street projects with NO outside funding

29,852,000

<p>PRELIMINARY PROJECT DESCRIPTIONS 2009 BOND REFERENDUM</p>

PUBLIC SAFETY FACILITIES PROJECTS

Engine/Fire Apparatus

This project includes one ladder truck and two engines as well as all the loose equipment and tools required to place these apparatus in service for emergency response.

Fire Station 2

This project covers the addition of training and physical fitness areas to the front of the building. The current day room will be reconfigured to become a station officer's area.

Fire Station 6

This project covers kitchen remodel and expansion of the third bay north to add a training and physical fitness area.

Fire Station 7

This project covers reconfiguration of the day room, dormitory room, restrooms and the training and physical fitness areas.

Fire Station 13

Additional \$1 million needed for fire station #13 due to increased material costs for projected cost estimates.

Video Surveillance

Centralize storage management and access for all video throughout the City. It will have a management suite and viewing at centralized locations and at distributed points.

TECHNOLOGY SERVICES FACILITY PROJECT

Technology Services Facility

This is a renovation of the existing Technology Services facility to accommodate the expansion of the data center and staff offices. Will allow the consolidation of remote data centers into a primary location and provide increased reliability in terms of power requirements and generator capacity.

LIBRARY FACILITIES PROJECT

Library Improvements

This project covers: interior painting, minor building modifications, and replacement of carpet, furniture, and wall coverings at Davis Library, replacement of furniture and four microform machines at Haggard Library, a new roof and boiler, modification of the loading dock area, replacement of a workroom countertop, and refinishing furniture at Harrington Library, reconfiguring the public space and replacement of carpet and furniture at Parr Library, and replacement of furniture, replacement of parking lot surface, and a new elevator control at Schimelpfenig Library.

PARK IMPROVEMENT PROJECTS

White Rock Community Park Development

Funding is for development of a community park located on White Rock Creek south of the intersection of Spring Creek Parkway and Windhaven Parkway. Improvements will include trails, sidewalks, pavilion, playground, parking, and other related park facilities.

Oak Point Park Development

Funding is for continued development of the park to include pavilion, restrooms, trails, parking, camp facilities and signage.

Trail Connections

Funding is for recreational trail connections throughout the city linking existing trails with newly-developed areas and adjacent cities.

Athletic Field Renovations

Funding is for projects previously identified in the Capital Reserve Fund and is for the renovation of aging athletic sites including irrigation systems, backstops, fences, restrooms, lighting, and parking lots.

Park Improvements

Funding is for improvements to parks throughout the city including neighborhood parks, linear parks and community parks. Improvements could include irrigation systems, playgrounds, shade structures, lighting, benches, picnic tables, sidewalks, trees, parking, and other related park facilities.

Land Acquisitions

Funding is for land acquisitions including additional funding for the south central community park site, additions to Harrington Park and other acquisitions.

Athletic Field Improvements

Funding will provide for continued development of shade structures, restroom additions, fencing, and additional parking at athletic sites throughout the city.

Arbor Hills Nature Preserve

Funding is for additional parking.

Pecan Hollow Golf Course Renovation and Expansion

This additional funding is for general renovation of the 35 year old course including driving range modifications, irrigation system renovation, drainage improvements, cart path improvements, and modifications to fairway alignments on selected holes. Funds would be combined with existing bond authorization identified for replacement of the golf course greens.

Maintenance Facility Renovation/Expansion

Funding is for renovation and expansion of aging park maintenance facilities at Jack Carter Park and Schell Park.

RECREATION CENTER PROJECTS

Aquatic Center Renovations

Funding is for complete renovation of the existing 30 year old pool to include improved locker rooms, family changing rooms, deck improvements, and water amenities.

Carpenter Expansion/ Senior Center

Additional funding is for expansion and renovation of Carpenter Park Recreation Center. Funds would be combined with existing bond authorization to complete the planned improvements.

Senior Center/ Wellness Center Expansion

Funding is for expansion of the senior center to include a fitness room, dining room, classrooms and parking. The improvements would also include expansion of the Geriatric Wellness Center offices, exam rooms, meeting rooms, and related spaces.

Oak Point Recreation Center Expansion

Funding is for expansion of Oak Point Recreation Center to include expanded exercise facilities and additional classroom space.

Douglass Community Center

Funding is for exterior renovation and accessibility improvements.

STREET IMPROVEMENT PROJECTS

14th Street Reconstruction – K to Ridgewood

Reconstruction of 14th Street from Avenue K to Ridgewood Drive.

15th Street Reconstruction– G Ave to US 75

This project consists of reconstruction of 15th Street from G Avenue to I Avenue, including brick sidewalks, landscaping and placement of underground utilities.

17th Street/R Avenue Reconstruction

Complete reconstruction of the following streets: 17th Street between P Avenue and R Avenue & R Avenue between 17th Street and 18th Street.

Alley Reconstruction at Various Locations

Reconstruction of deteriorated concrete alleys. Reconstruction of deteriorated concrete alleys.

Barrier Free Ramps at Various Locations

Construct ramps in residential neighborhoods and major thoroughfares to meet ADA standards.

Communications Pkwy Construction - Spring Creek to Tennyson

Completion of the extension of Communications Parkway from Spring Creek to Tennyson as a six-lane divided thoroughfare.

Computerized Signal System Improvements

The system controls all signalized intersections via a traffic control center. All current and future signals will be connected to the control center. This project includes the installation of video cameras at critical intersections to monitor the traffic first hand. This will be an on-going project with upgrades and improvements made when appropriate. Also includes establishing wireless communication links between the Traffic Management Center and the existing and proposed camera locations.

Dallas North Estates 3 - Street Reconstruction

Complete reconstruction of existing street pavement and sidewalks on the following streets: Edgefield - Janwood to Springbrook; Linden - Edgefield to Ridgefield; & Meadowcrest - Springbrook to Ridgefield.

East Side Entryway Features and Landscaping

Construction of entryway features east of U.S.75 to create more aesthetically appearing roadways. Specific projects include: RT Corner Treatments (50% City matching); Parker Road Enhancements; & Entry Features (to be decided).

Independence Parkway Corridor Intersection Improvements

Construction of additional left turn and right turn lanes from 15th Street to Parker Road, including realigning the north and south bound lanes at 15th Street.

Intersection Improvements at Various Locations

This project includes the addition of left- and/or right-turn lanes at various intersections throughout the City.

Intersection Improvements – 2008

Intersection improvements at five (5) locations throughout the City, specifically: Preston Road at Spring Creek Parkway; Preston Road at Hedcoxe Road (schematic only); Spring Creek Parkway at Parker Road; Jupiter Road at Summit Drive; & Jupiter Road at Technology Drive.

Landscaping Street Enhancements on Various Roads

Construction of additional entryways, landscaping and other enhancements on various roadways throughout the City.

Legacy Drive Corridor Intersection Improvements

Construction of additional left and right turn lanes from Custer Road to K Ave.

McDermott Road Widening- Coit to Ohio

Widen McDermott Road to a six-lane divided thoroughfare from Coit Road to Ohio Drive.

Meadows Addition Street Improvements

Complete reconstruction of street, sidewalks and drive approaches in the Meadows #1 area. The project location includes: Rigsbee Drive - 14th Street to Janet Way; Meadows Drive - Ridsbee to Price; Ridgeway Drive - Rigsbee to Meadows; 15th Street - Rigsbee to Meadows; & Rice Drive - Meadows to Sherrye.

New Concrete Alleys at Various Locations

Construct concrete alleys to replace dirt alley locations.

Oversize Participation

This project maintains participation with developers for various oversize paving and drainage improvements. These are requirements per the Subdivision Ordinance.

P Avenue/18th Street/Belle View – Street Reconstruction

Complete reconstruction of existing concrete streets including sidewalks and residential drive approaches: 18th Street between P Avenue east to Red Bud Lane; P Avenue from 17th Street north to 18th Street; 17th Street - P Avenue to N Avenue; N Place - 18th Street to 17th Street; O Avenue - 17th Street to 18th Street; & Concord Circle - 17th Street to end.

Park Boulevard Corridor Intersection Improvements

Construction of additional left and right turn lanes from Coit Road to Jupiter Road.

Park Blvd/US 75 Pedestrian Crossing

Improve pedestrian access to the Parker Road DART station along Park Boulevard by widening the pedestrian crossing on the bridge over US 75 and widening sidewalks from Chisholm Trail to the station.

Park Streets – Adjacent to Parks

Construct various roadway sections adjacent to City parks, including neighborhood streets, thoroughfares and drainage facilities.

Parker Road Corridor Intersection Improvements

Construction of additional left and right turn lanes from Coit Road to Alma Drive.

Permanent Traffic Calming Improvements

This project will place permanent traffic calming devices as part of the Neighborhood Traffic Safety Program. Since these are new permanent improvements funding was proposed through bond funds rather than general operating funds.

Preston Road Corridor Intersection Improvements

Construction of additional left and right turn lanes from Parker Road to Headquarters Drive.

Preston/Legacy Intersection Improvements

Construction of at-grade median left turn intersection improvements at Preston Road and Legacy Drive.

Preston/Plano Parkway Intersection Improvements

This project is for construction of at-grade median left turn intersection improvements.

Preston/S.H. 190 Intersection Improvements

Addition of a southbound right-turn lane on Preston Road at Bush Tollroad. Evaluate widening the bridge over Bush to add left-turn lanes and an additional northbound lane on Preston, north of Bush.

Railroad Corridor Studies

In coordination with COG, DART and adjacent cities a corridor study of the Burlington Northern, Cotton Belt and the Red line extension will evaluate the options and details of extending passenger rail service.

Rasor Road Construction- Ohio to SH 121

Complete six-lane divided thoroughfare from Ohio Drive to SH 121.

Redevelopment Street Improvements

As areas of the City begin redeveloping, it will be necessary for the City to make various street improvements to facilitate the development. These funds will be used to build new streets and reconstruct existing substandard streets. Funding in the re-estimate is associated with an agreement between the City and Lexington for redevelopment of Rice Field.

Roadway Median Landscaping at Various Locations

Landscaping of thoroughfare medians throughout the City.

Screening Wall Reconstruction at Various Locations

The complete reconstruction of concrete screening walls along major thoroughfares is this project function.

Shiloh Road Widening - 14th Street to Park Boulevard

Construction of the two eastern lanes to complete a four-lane divided thoroughfare.

Split Trail Reconstruction – Spring Creek to K

Reconstruction of existing asphalt roadway to a concrete collector roadway.

Spring Creek Pkwy at Coit Intersection Imp. (TIP)

Construction of at-grade median left turn intersection improvements at Spring Creek Parkway and Coit Road.

Spring Creek Pkwy Corridor Intersection improvements

Reconstruction of the existing improvements at Independence and Custer to a normalized intersection including double lefts and right turn lanes.

Spring Creek Pkwy Widening - Park to Parker

Construction of the eastern two lanes to complete a four-lane divided thoroughfare.

Street Reconstruction at Various Locations

Complete reconstruction of concrete streets at various locations throughout the city.

Traffic Signalization at New Locations

This project is responsible for the construction of new traffic signals.

West Plano Village – Street Improvements

Reimbursement for the public street improvements associated with the development.

Westwood Drive Reconstruction - 15th Street to Janwood

Complete reconstruction of street and sidewalks with storm drainage improvements.

Windhaven Pkwy Widening- City Limit to Spring Creek

Widen Windhaven Parkway to six lanes from the City limit to Spring Creek Parkway.

18th Street Reconstruction– G Ave to West of K Ave

Reconstruction of existing roadway with finished sidewalks and landscaped roadways.

Brand Road Widening - S of 544 to City Limits

Widen existing four lanes of Brand Road to a six-lane divided thoroughfare from south of F.M. 544 to the City limits.

Dallas North Estates - Street Reconstruction

Complete reconstruction of streets, sidewalks and drive approaches in the Dallas North subdivision. Specific locations include: Amherst Drive - Frenwood to Brentwood; Brentwood Drive - 15th Street to Janwood; Crestridge Drive - 15th Street to Janwood; Drexel Drive - Amherst to Janwood.

F Ave. and 14th St. Reconstruction

Replace asphalt pavement with reinforced concrete on F Avenue from 14th Street to the 13th/14th Street Connector and on 14th Street from E Avenue to F Avenue.

International Pkwy Widening- Plano Pkwy to Midway

Widen International to a six-lane divided thoroughfare from Plano Parkway to Midway.

Los Rios Blvd. Widening - Jupiter to Parker

Construction of the remaining half of a four-lane divided thoroughfare for Los Rios, north of Parker.

18th Street Reconstruction- Jupiter to Dale Drive

Complete reconstruction of the existing street, sidewalks and drive approaches in conjunction with storm drainage improvements.

Chaparral Bridge at Cottonwood Creek

Construction of the south two-lane bridge on Chaparral Road over Cottonwood Creek.

Dallas North Estates 5 – Street Reconstruction

Complete reconstruction of existing street pavement and sidewalks on the following streets: Ridgefield/Quill - Springbrook to Meadowcrest; Potomac - Springbrook to Ridgefield; Oakhill - Springbrook to Ridgefield; & Northridge - Springbrook to Ridgefield.

Los Rios Blvd. Widening – S. City Limits to 14th Street

Widen existing four lanes of Los Rios to a six-lane divided thoroughfare from south City limits to 14th Street.

Mapleshade Construction - Bush Tpk. to Silverglen

Construction of a four-lane divided thoroughfare, east of Silverglen, across UTD property to connect to the service road of the George Bush Turnpike.

Marsh Lane Widening- Park to Parker

Widen Marsh Lane to a six-lane divided thoroughfare between Park to Parker.

Park Blvd. Widening - Shiloh to East City Limit

Widen Park Boulevard from the existing four lanes to a six-lane divided thoroughfare from Shiloh to the east City limit.

Plano Park 1 – Street Reconstruction

Complete reconstruction of existing street pavement and sidewalks on the following: Japonica - Jasmine to P Avenue; Laurel Lane - Jasmine to P Avenue; Jasmine - Japonica to Hawthorne; & Mimosa - P Avenue to Willow Lane.

Dallas North Estates 2 - Street Reconstruction

Complete reconstruction of existing street pavement and sidewalks on the following streets: Fernwood - Westwood to Edgefield; Glenwick - Westwood to Edgefield; Aldridge - Westwood to Edgefield.

Ridgeview Drive Construction - S.H. 121 to Coit

This project is for the construction of a four-lane divided thoroughfare on Ridgeview Drive from S.H. 121 to Coit Road.

REVOCATION

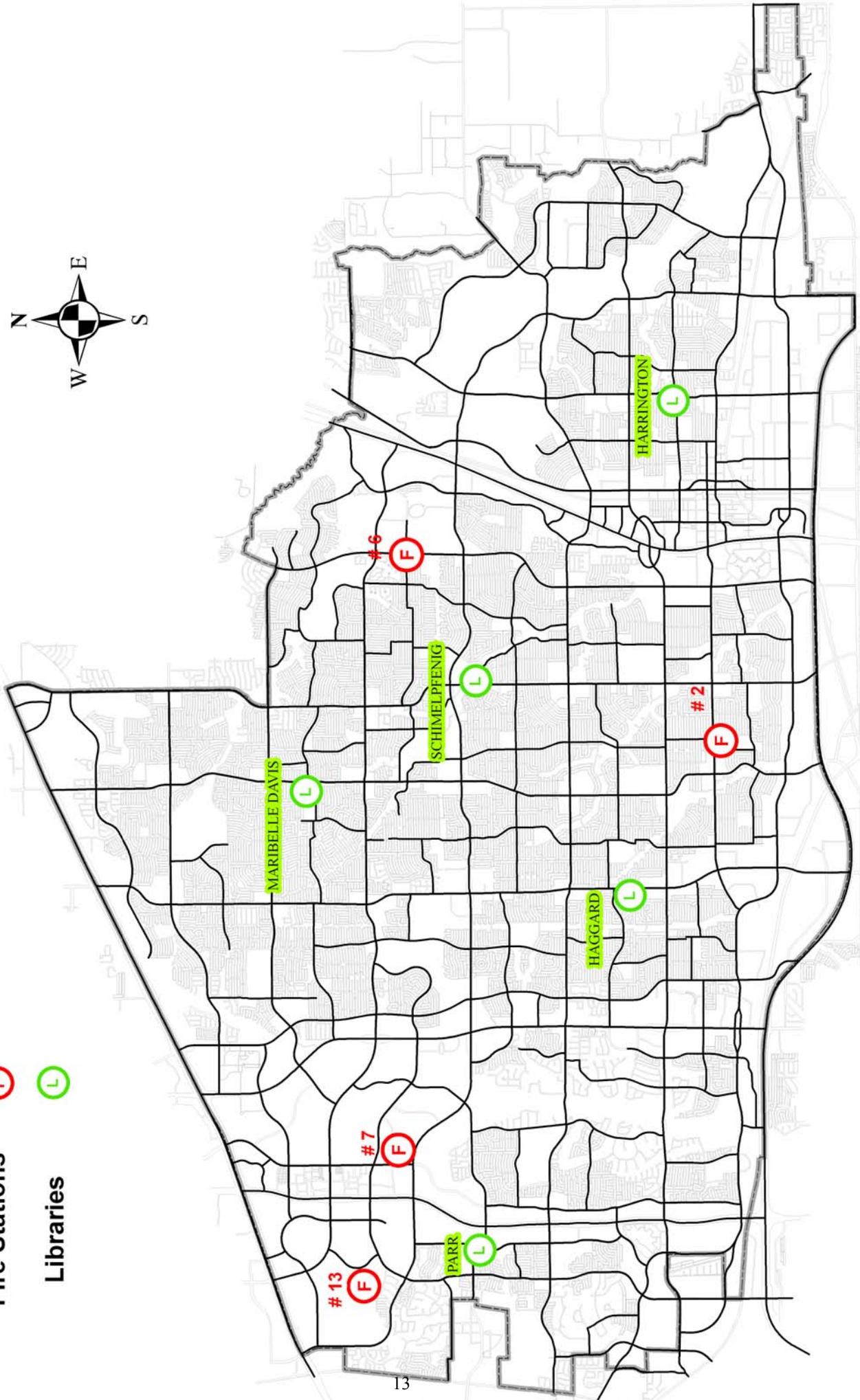
Preston/Legacy Overpass

Revocation of a previously authorized general obligation overpass project to provide grade separation at Preston Road and Legacy Drive.

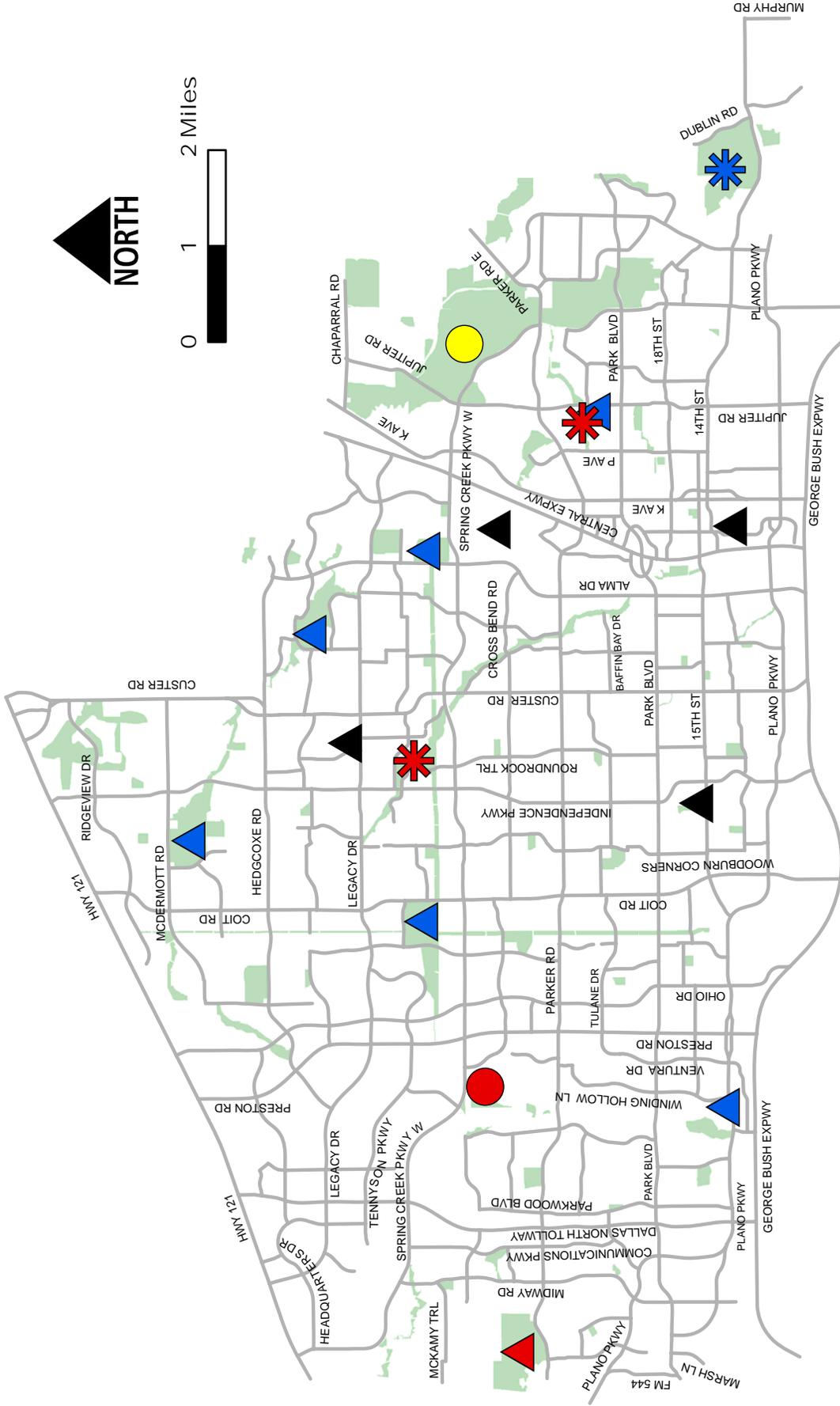
CITY OF PLANO FACILITY PROJECTS

Fire Stations (F)

Libraries (L)



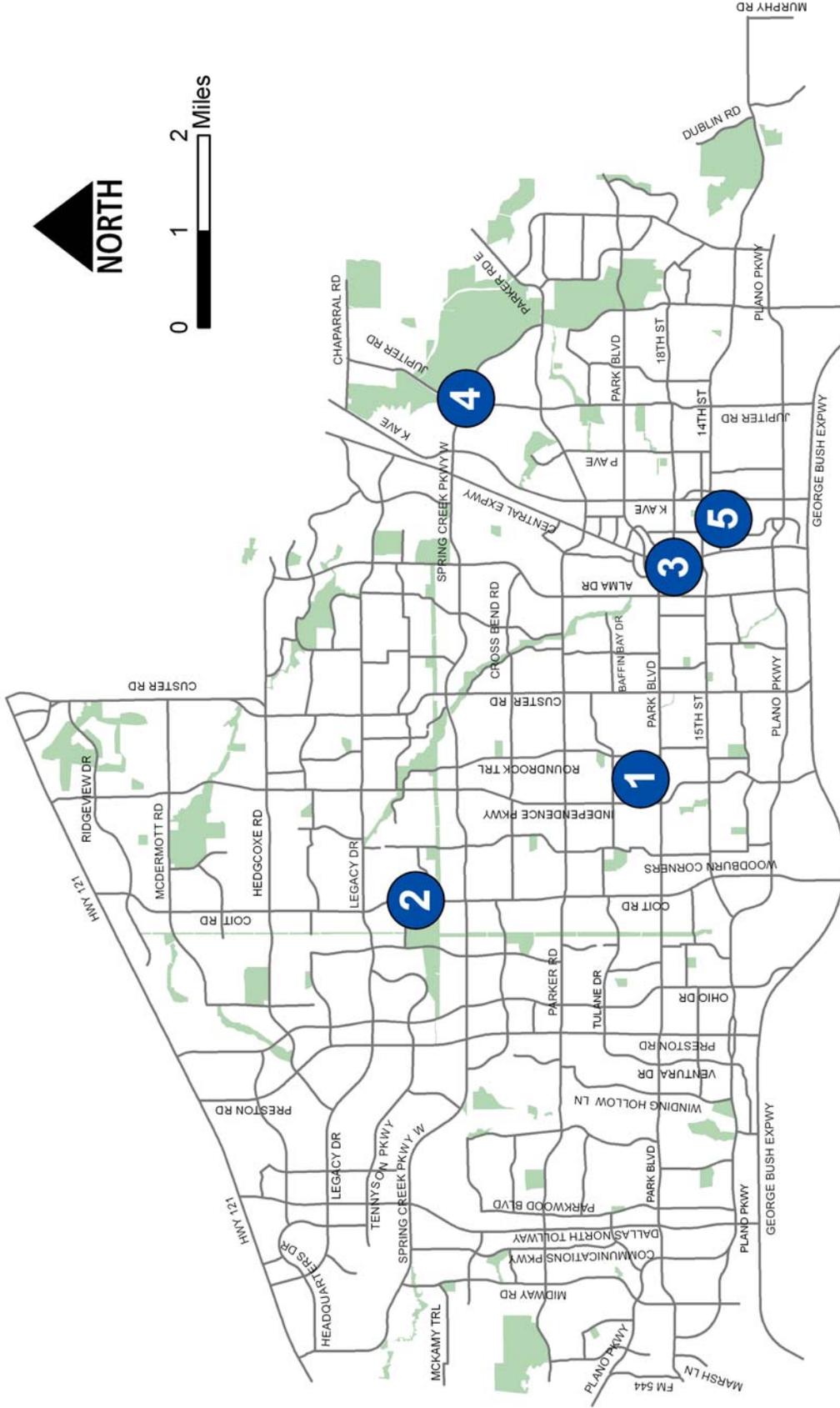
2009 Park Improvement Projects



Legend

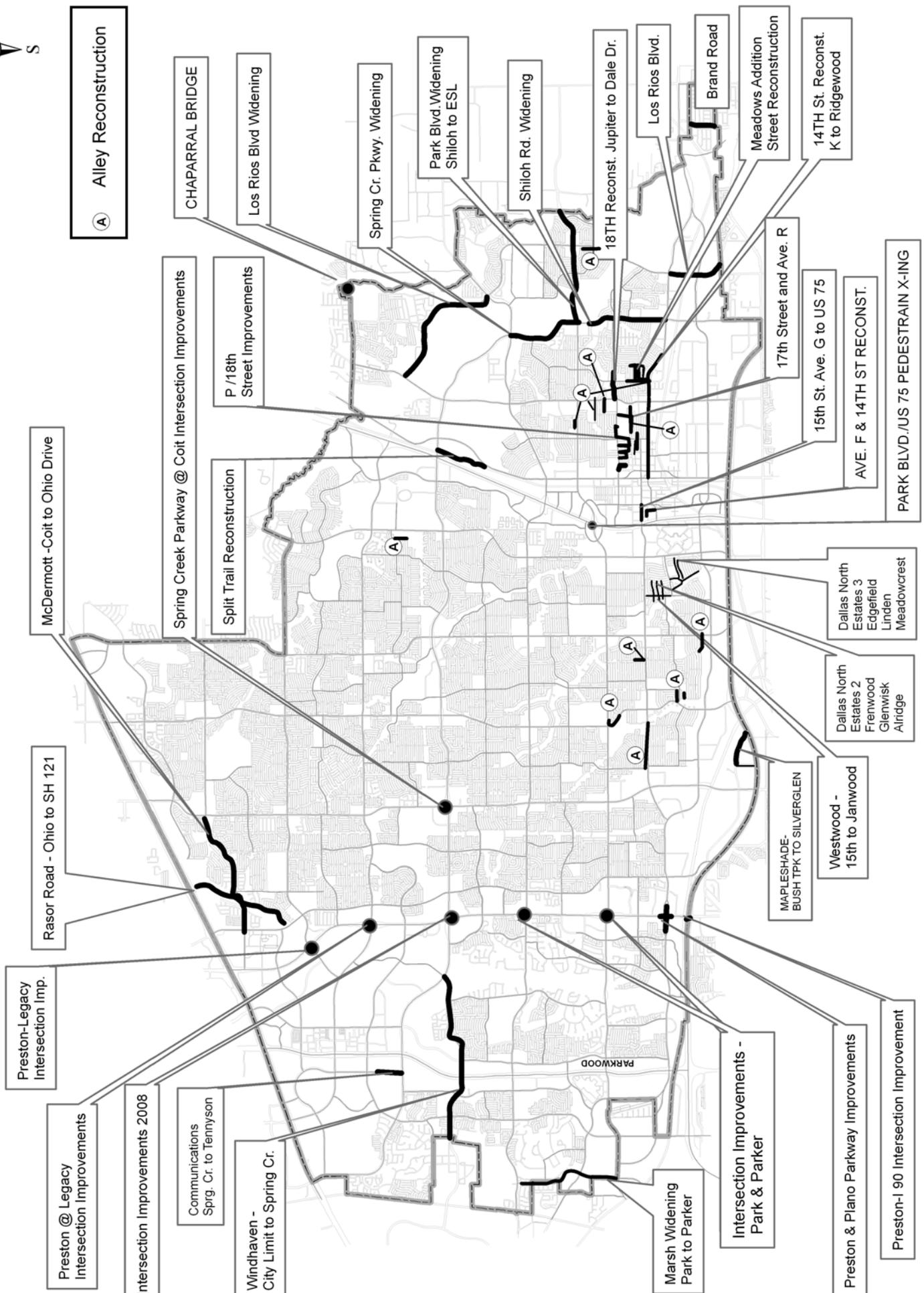
- White Rock Community Park Development
- Oak Point Park Development
- ▲ Athletic Field Improvements/ Renovations
- ▲ Park Improvements
- ▲ Arbor Hills Nature Preserve
- ★ Pecan Hollow Golf Course Renovations
- ★ Maintenance Facility Renovation/ Expansion

2009 Recreation Center Projects



- 1.) Aquatic Center Renovations
- 2.) Carpenter Expansion
- 3.) Senior Center/ Wellness Center Expansion
- 4.) Oak Point Recreation Center Expansion
- 5.) Douglass Community Center Renovations

CITY OF PLANO ENGINEERING PROJECTS



PROPOSED 2009 BOND PROGRAM
\$128,622,500 NEW AUTHORITY

POTENTIAL 2009 REFERENDUM TAX RATE IMPACT
ISSUANCE OVER FOUR (4) YEARS

NEW DEBT ONLY

	Cumulative Year Maximum			
	New Issue	Add'l O&M	Total	Dollar Impact*
\$100 Million New Authority	1.408	1.486	2.894	\$58.29
\$110 Million New Authority	1.549	1.486	3.035	\$61.13
\$120 Million New Authority	1.690	1.486	3.176	\$63.96
\$128,622,500 New Authority	1.811	1.486	3.297	\$66.41

INCLUDING EXISTING DEBT

	Cumulative Year Maximum				
	New Issue	Add'l O&M	Existing Debt	Total	Dollar Impact*
\$100 Million New Authority	1.408	1.486	1.545	4.440	\$89.41
\$110 Million New Authority	1.549	1.486	1.545	4.580	\$92.24
\$120 Million New Authority	1.690	1.486	1.545	4.721	\$95.08
\$128,622,500 New Authority	1.811	1.486	1.545	4.843	\$97.52

* Average Home Value \$251,733: Using 2008 Rates, this Assumes that the General Homestead Exemptions were taken for the City of Plano (20%)

PROJECTED O&M IMPACT

	2009-10	2010-11	2011-12	2012-13	Total
Public Safety Facilities	\$ 3,504,644	\$ 3,327,312	\$ 6,290	\$ -	\$ 6,838,246
Technology Services Facilities	-	16,006	195,550	-	211,556
Library Facilities	-	-	-	-	-
Park Improvements	90,000	107,309	395,465	586,236	1,179,010
Recreation Centers	-	607,533	181,793	249,930	1,039,256
Street Improvements	-	-	-	-	-
Total O&M Impact	\$ 3,594,644	\$ 4,058,160	\$ 779,098	\$ 836,166	\$ 9,268,068
Tax Rate Impact	1.36	1.49	0.28	0.29	

PROJECTED CAPITAL RESERVE IMPACT

	2009-10	2010-11	2011-12	2012-13	Total
Public Safety Facilities	\$ 93,750	\$ 150,000	\$ 206,250	\$ 206,250	\$ 206,250
Technology Services Facilities	63,750	300,000	300,000	300,000	300,000
Library Facilities	19,905	51,210	65,625	65,625	65,625
Park Improvements	293,750	591,250	1,003,750	1,216,250	1,216,250
Recreation Centers	243,750	375,000	661,875	903,750	903,750
Street Improvements	707,529	1,285,789	1,658,989	1,904,518	1,904,518
Total Capital Reserve Impact	\$ 1,422,434	\$ 2,753,249	\$ 3,896,489	\$ 4,596,393	\$ 4,596,393

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, CALLING A BOND ELECTION TO BE HELD WITHIN THE CITY ON MAY 9, 2009, FOR THE PURPOSE OF AUTHORIZING GENERAL OBLIGATION BONDS AND REVOKING CERTAIN PRIOR VOTED BOND AUTHORIZATION; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND OTHER PROVISIONS INCIDENT AND RELATED TO THE PURPOSE OF THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City Plano, Texas (the "City") has determined that an election should be held in the City for the purpose of (i) submitting certain propositions for the issuance of general obligation bonds for the purposes stated in the listed propositions and (ii) submitting a proposition for the revocation of authority to issue certain bonds authorized pursuant to a bond election held in the City on May 5, 2001; and

WHEREAS, the City Council finds and declares that the meeting at which this Ordinance is considered is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore

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

Section 1. **Findings.** The statements contained in the preamble of this Ordinance are true and correct and are hereby adopted as findings of fact and as a part of the operative provisions hereof.

Section 2. **Election Ordered.** An election (the "Election") shall be held in and throughout the City of Plano, Texas, on Saturday, May 9, 2009 (the "Election"), which date is a uniform election date as defined in the Texas Election Code, as amended (the "Code") and is not less than 62 days from the date of adoption of this Ordinance as required by the Code. At the Election the following propositions (the "Propositions") shall be submitted to the qualified voters of the City in accordance with law:

PROPOSITION NO. 1

"Shall the City Council of the City of Plano, Texas, be authorized to issue general obligation bonds of the City, in one or more series or issues, in the aggregate principal amount of \$_____, and to provide for the payment of the principal of and interest on said bonds by levying a tax sufficient to pay the annual interest on and to create a sinking fund sufficient to pay the bonds as they mature, with the bonds of each series or issue, respectively, to mature serially in such installments as may be fixed by the City Council, the maximum maturity being not more than forty (40) years from their date, to be issued and sold at any price or prices and to bear interest at any rate or rates as shall be determined

within the discretion of the City Council at the time of issuance, for the purpose of providing funds for permanent public improvements, to wit: public safety improvements including constructing, purchasing and installing video surveillance improvements and constructing, improving, expanding, renovating, reconfiguring and equipping fire stations, including purchasing fire fighting vehicles and equipment?

PROPOSITION NO. 2

“Shall the City Council of the City of Plano, Texas, be authorized to issue general obligation bonds of the City, in one or more series or issues, in the aggregate principal amount of \$_____, and to provide for the payment of the principal of and interest on said bonds by levying a tax sufficient to pay the annual interest on and to create a sinking fund sufficient to pay the bonds as they mature, with the bonds of each series or issue, respectively, to mature serially in such installments as may be fixed by the City Council, the maximum maturity being not more than forty (40) years from their date, to be issued and sold at any price or prices and to bear interest at any rate or rates as shall be determined within the discretion of the City Council at the time of issuance, for the purpose of providing funds for permanent public improvements, to wit: improving, renovating, expanding, furnishing and equipping the Municipal Building Annex for technology services purposes?

PROPOSITION NO. 3

“Shall the City Council of the City of Plano, Texas, be authorized to issue general obligation bonds of the City, in one or more series or issues, in the aggregate principal amount of \$_____, and to provide for the payment of the principal of and interest on said bonds by levying a tax sufficient to pay the annual interest on and to create a sinking fund sufficient to pay the bonds as they mature, with the bonds of each series or issue, respectively, to mature serially in such installments as may be fixed by the City Council, the maximum maturity being not more than forty (40) years from their date, to be issued and sold at any price or prices and to bear interest at any rate or rates as shall be determined within the discretion of the City Council at the time of issuance, for the purpose of providing funds for permanent public improvements, to wit: improving, renovating, expanding, furnishing and equipping library facilities?

PROPOSITION NO. 4

“Shall the City Council of the City of Plano, Texas, be authorized to issue general obligation bonds of the City, in one or more series or issues, in the aggregate principal amount of \$_____, and to provide for the payment of the principal of and interest on said bonds by levying a tax sufficient to pay the annual interest on and to create a sinking fund sufficient to pay the bonds as they mature, with the bonds of each series or issue, respectively, to mature serially in

such installments as may be fixed by the City Council, the maximum maturity being not more than forty (40) years from their date, to be issued and sold at any price or prices and to bear interest at any rate or rates as shall be determined within the discretion of the City Council at the time of issuance, for the purpose of providing funds for permanent public improvements, to wit: renovating, constructing, developing, improving, expanding, equipping and acquiring land and needed rights-of-way for park improvements and recreation facilities?

PROPOSITION NO. 5

“Shall the City Council of the City of Plano, Texas, be authorized to issue general obligation bonds of the City, in one or more series or issues, in the aggregate principal amount of \$_____, and to provide for the payment of the principal of and interest on said bonds by levying a tax sufficient to pay the annual interest on and to create a sinking fund sufficient to pay the bonds as they mature, with the bonds of each series or issue, respectively, to mature serially in such installments as may be fixed by the City Council, the maximum maturity being not more than forty (40) years from their date, to be issued and sold at any price or prices and to bear interest at any rate or rates as shall be determined within the discretion of the City Council at the time of issuance, for the purpose of providing funds for permanent public improvements, to wit: improving, renovating, expanding, furnishing and equipping recreation centers?

PROPOSITION NO. 6

“Shall the City Council of the City of Plano, Texas, be authorized to issue general obligation bonds of the City, in one or more series or issues, in the aggregate principal amount of \$_____, and to provide for the payment of the principal of and interest on said bonds by levying a tax sufficient to pay the annual interest on and to create a sinking fund sufficient to pay the bonds as they mature, with the bonds of each series or issue, respectively, to mature serially in such installments as may be fixed by the City Council, the maximum maturity being not more than forty (40) years from their date, to be issued and sold at any price or prices and to bear interest at any rate or rates as shall be determined within the discretion of the City Council at the time of issuance, for the purpose of providing funds for permanent public improvements, to wit: developing, engineering, constructing, reconstructing, improving, repairing, extending, expanding and enhancing streets, thoroughfares, alleys, sidewalks, bridges, intersections, and other public ways, including participation in joint projects with federal, state and local public entities and agencies, computerized signalization and monitoring equipment and other traffic controls, grade separations, street lighting, noise abatements, necessary and related storm drainage facilities and improvements, and the acquisition of any needed rights-of-way therefor?

PROPOSITION NO. 7

“Shall the authority of the City Council of the City of Plano, Texas, to issue \$3,500,000 general obligation bonds of the City pursuant to Proposition No. 8 of the bond election held within the City on May 5, 2001, for the purpose of providing funds for permanent public improvements, to wit: developing, engineering, and constructing an overpass project to provide grade separation at the Preston Road and Legacy Drive intersection, related enhancements such as street lighting and landscaping, and the acquisition of any needed rights-of-way therefor, including participation with the State of Texas in such project, be revoked?

Section 3. Ballots and Propositions. (a) Voting at the Election, and early voting therefor, shall be by the use of lawfully approved voting systems and ballots.

(b) The preparation of the necessary equipment and the official ballots for the Election shall conform to the requirements of the Code so as to permit the electors to vote “FOR” or “AGAINST” the aforesaid Propositions which shall be set forth on the ballots substantially in the following form:

PROPOSITION NO. 1

THE ISSUANCE OF \$_____ GENERAL OBLIGATION
BONDS FOR PUBLIC SAFETY IMPROVEMENTS

PROPOSITION NO. 2

THE ISSUANCE OF \$_____ GENERAL OBLIGATION
BONDS FOR RENOVATIONS TO MUNICIPAL BUILDING
ANNEX – TECHNOLOGY SERVICES FACILITY

PROPOSITION NO. 3

THE ISSUANCE OF \$_____ GENERAL OBLIGATION
BONDS FOR LIBRARY FACILITIES

PROPOSITION NO. 4

THE ISSUANCE OF \$_____ GENERAL OBLIGATION
BONDS FOR PARKS AND RECREATION IMPROVEMENTS

PROPOSITION NO. 5

THE ISSUANCE OF \$_____ GENERAL OBLIGATION
BONDS FOR RECREATION CENTERS

PROPOSITION NO. 6

THE ISSUANCE OF \$_____ GENERAL OBLIGATION
BONDS FOR STREET IMPROVEMENTS

PROPOSITION NO. 7

THE REVOCATION OF \$3,500,000 GENERAL OBLIGATION
BONDS FOR AN OVERPASS PROJECT TO PROVIDE GRADE
SEPARATION AT PRESTON ROAD AND LEGACY DRIVE

Section 4. Compliance with Code. That the manner of conducting the Election must be in accordance with this ordinance, the Charter of the City and the laws of the State of Texas applicable to the holding of a bond election. The official ballots, together with such other election materials as are required by the Texas Election Code, must be printed in both English and Spanish languages and must contain such provisions, markings, and language as may be required by law.

Section 5. Persons Qualified to Vote. All resident qualified electors of the City shall be eligible to vote at the Election.

Section 6. Election Precincts, Voting Locations and Voting Hours on Election Day. The respective City election precincts (the "Election Precincts") for the Election shall consist of the territory within those Collin County election precincts and the Denton County election precinct which are located within the corporate limits of the City, and which bear the precinct numbers set forth in Exhibit A attached hereto and incorporated herein. The voting location for voting on Election Day for each Election Precinct shall be as set forth in Exhibit A. On Election Day the polls shall be open from 7:00 a.m. to 7:00 p.m.

Section 7. Early Voting Locations, Dates and Times. (a) Sharon Rowe, the Collin County Elections Administrator, is hereby appointed as Early Voting Clerk. Early voting by personal appearance for all election precincts shall be held at the locations, at the times and on the days set forth below:

Main Early Voting Location

Collin County Elections Department
2010 Redbud Boulevard
Suite 102
McKinney, Texas 75069

Branch Early Voting Locations

Carpenter Park Recreation Center	6701 Coit Road	Plano, TX 75024
Christopher A. Parr Library	6200 Windhaven Parkway	Plano, TX 75093
Collin County Community College - Preston Ridge Campus	9700 Wade Boulevard	Frisco, TX 75035
Collin County Community College - Spring Creek Campus	2800 E. Spring Creek Parkway	Plano, TX 75074
Haggard Library	2501 Coit Road	Plano, TX 75075
Harrington Library	1501 18 th Street	Plano, TX 75074
Murphy Municipal Complex	206 N. Murphy Road	Murphy, TX 75094
Plano Independent School District Administration Center	2700 West 15 th Street	Plano, TX 75075
Renner Frankford Library	6400 Frankford Road	Dallas, TX 75252

April 27, 2009 through April 29, 2009	8:00 a.m. – 5:00 p.m.
April 30, 2009	8:00 a.m. – 7:00 p.m.
May 1, 2009 and May 2, 2009	8:00 a.m. – 5:00 p.m.
May 4, 2009 and May 5, 2009	7:00 a.m. – 7:00 p.m.

(b) Applications for early voting by mail must be received no later than the close of business on Friday, May 1, 2009. Applications for ballot by mail shall be sent to:

Sharon Rowe, Elections Administrator
Collin County Elections Department
2010 Redbud Boulevard
Suite 102
McKinney, Texas, 75069

Section 8. Appointment of Election Officers. The Collin County Elections Administrator is directed to designate the members of the Early Voting Ballot Board and the presiding judge and alternate presiding judge for each of the polling places and such other officials as are necessary and appropriate to conduct the Election in accordance with the Code.

Section 9. Notice of Election. The City Secretary is hereby authorized and directed to give notice of this bond election by causing a notice containing a substantial copy of this Ordinance, in both English and Spanish, to be:

(a) posted at three (3) public places within the City and also at the City Hall not later than the 21st day prior to the date upon which the Election is to be held; and

(b) published on the same day in each of two (2) successive weeks in a newspaper of general circulation published within the City, the date of the first publication to be not less than

fourteen (14) days prior to the date of the Election and one of the such dates of publication not being more than thirty (30) days prior to the date of the Election.

Section 10. **Necessary Actions.** The Mayor and the City Secretary of the City, in consultation with the City Attorney and bond counsel are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein.

Section 11. **Effective Date.** This ordinance shall take effect immediately from and after its approval and adoption in accordance with the requirements of the Charter of the City.

PASSED, APPROVED AND EFFECTIVE THIS _____ day of _____, 2009.

Pat Evans, Mayor
City of Plano, Texas

ATTEST:

Diane Zucco, City Secretary
City of Plano, Texas

[SEAL]

Signature Page for Election Ordinance

EXHIBIT A
ELECTION PRECINCTS AND ELECTION DAY POLLING PLACES

COLLIN COUNTY ELECTION PRECINCTS	POLLING PLACE
52, 61, 68, 103 and 141;	Armstrong Middle School 3805 Timberline Drive, Plano, TX 75074
34, 107, 119, 121, 135 and 139;	Bethany Elementary School 2418 Micarta Drive, Plano, TX 75025
23, 46, 47, 50, 51, 152 and 158;	Bowman Middle School 2501 Jupiter Road, Plano, TX 75074
90, 116, and 137;	Brinker Elementary School 3800 John Clark Parkway, Plano, TX 75093
21, 54, 62 and 66;	Carpenter Middle School 1501 Cross Bend Road, Plano, TX 75023
109 and 123;	Christopher A. Parr Library 6200 Windhaven Parkway, Plano, TX 75093
15, 19, 53, 65, 70 and 71;	Haggard Middle School 2401 Westside Drive, Plano, TX 75075
58, 77 and 91;	Hendrick Middle School 7400 Red River Drive, Plano, TX 75025
31, 32, 63 and 76;	Hughston Elementary School 2601 Cross Bend Road, Plano, TX 75023
14, 81, 86, 89, 108, 112 and 124;	Robinson Middle School 6701 Preston Meadow Drive, Plano, TX 75024
64 and 69;	Schimelpfenig Middle School 2400 Maumelle Drive, Plano, TX 75023
28, 75, 105 and 143;	Shepton High School 5505 Plano Parkway, Plano, TX 75093
39 and 85;	Thomas Elementary School 6537 Blue Ridge Trail, Plano, TX 75023
26, 49, 67, 72 and 138.	Wilson Middle School 1001 Custer Road, Plano, TX 75075
DENTON COUNTY ELECTION PRECINCTS	POLLING PLACE
226	Christopher A. Parr Library 6200 Windhaven Parkway, Plano, TX 75093

Discussion/Action Items for Future Council Agendas

February 23

ACC Report (Quarterly)
Mobility Report
DART Report
Comprehensive Monthly Financial Report

March 5 – District 1 Roundtable, Plano Centre, 7 p.m.

March 6 & 7 – Core Business Matrix Follow-up Worksession, TRA

March 9

March 10 – Public Art Dedication, Fire Administration, 4 p.m.

March 14 - 18 - NLC Conference DC

March 23

Mobility Report
DART Report
Comprehensive Monthly Financial Report

March 24 – Council Candidate Briefing, TRA, 8 a.m. – 2 p.m.

March 27 – Police Awards Banquet

April 14

April 25 – Fire Department Appreciation Picnic, Bob Woodruff Park, 12 – 5 p.m.

April 27

Mobility Report
DART Report
Comprehensive Monthly Financial Report

May 7 – COP Employee of the Year Rotary Luncheon

May 11

May 18
Canvass

May 26
ACC Report (Quarterly)
Mobility Report
DART Report
Comprehensive Monthly Financial Report

June 4 – District 3 Roundtable, PSA StarCenter, 7 p.m.

June 8

June 10 – City Council Retreat

June 22
Mobility Report
DART Report
Comprehensive Monthly Financial Report

September 10 – District 4 Roundtable, PSA StarCenter, 7 p.m.

December 10 – District 2 Roundtable, TMC, 7 p.m.

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
January 26, 2009**

COUNCIL MEMBERS

Pat Evans, Mayor
Jean Callison, Mayor Pro Tem
Harry LaRosiliere, Deputy Mayor Pro Tem
Pat Miner
Scott Johnson
Mabrie Jackson
Sally Magnuson
Lee Dunlap

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Executive Director
Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Evans called the meeting to order at 5:10 p.m., Monday, January 26, 2009, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Council Member Jackson arrived at 5:11 p.m. Mayor Evans then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071, and to discuss Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 6:04 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting from Executive Session Discussion:

No items were brought forward.

Personnel Appointments

Animal Shelter Advisory Committee

Upon a motion made by Council Member Miner and seconded by Council Member Jackson, the Council voted 8-0 to appoint Sunny Lee Ruth to the Veterinarian position and upon a motion made by Council Member Miner and seconded by Council Member Jackson, the Council voted 8-0 to appoint Elizabeth Ann Bodden to the resulting citizen position with a term ending October, 2010.

Community Relations Commission

Upon a motion made by Deputy Mayor Pro Tem LaRosiliere and seconded by Mayor Pro Tem Callison, the Council voted 8-0 to appoint Elias Baron to a term expiring October 2010.

DART Report

Dart Board of Directors Member Ellerbe spoke to development of new parking spaces at the Parker Road Station and the loss of spaces during construction. She spoke to the shortage of funding for the Northwest Park and Ride, ridership increases and a request for additional vehicles for the Van Pool Program. Ms. Ellerbe advised that the Green Line is on schedule and spoke to contracting for the Orange Line from Irving to DFW Airport. She spoke to the criteria for a shelter as fifty or more daily boardings, consideration of a "Smart Card Program" allowing for collection of revenues, and expansion of rail car capacity through the use of an insert providing for additional seating and standing room. Ms. Ellerbe responded to Council Member Johnson regarding the HOV lanes on U.S. 75 and advised she would look into the reasons for configuration utilizing lane separators. Mr. Johnson spoke to the participation of Plano as a member city of DART and configuration of the HOV lanes restricting resident use. Ms. Ellerbe advised the Council she would provide a photo of the rail car insert.

Mobility Report

Transportation Engineering Manager Neal spoke to a three-year study of yellow light timing at Preston Road/Legacy Drive, Dallas North Tollway/Plano Parkway and Preston Road/Spring Creek Parkway; modifications to Cloverhaven Way including revision to parking prohibition, turn lanes and crosswalk; work to resolve issues related to the Senior Taxi Voucher Program; and invited Council to view the DFW Commuter Traffic Study online. He responded to Council Member Dunlap regarding locations for the yellow light timing study and the impact of red light cameras on vehicles approaching from the opposite direction. Mr. Neal spoke to the reduction in accidents following implementation of red light cameras and responded to Deputy Mayor Pro Tem LaRosiliere that work should be complete at Parkwood Boulevard/Windhaven Road in the next 30 days.

Comprehensive Monthly Financial Report

Director of Finance Tacke spoke to the December 2008 report indicating actual revenues higher in both the General Fund and Water & Sewer Fund and increases in the Water & Sewer Fund expenses related to payments to the North Texas Municipal Water District. She spoke to unemployment lower than the U.S. or Texas but being over 5%; increases in sales tax collection and new refuse accounts; and a decrease in single-family housing starts. Ms. Tacke spoke to the increase in the price per square foot for housing, the lack of significant changes in Hotel/Motel taxes and the liquid position of the City's portfolio.

Discussion and Direction Regarding 2009 Bond Referendum

Director of Budget and Research Rhodes-Whitley spoke to the current total bond package of \$140.5 million, elimination of the Public Safety Communications Building with expansion in the lower level covered by Capital Reserve Funds, and possible revocation of \$3.5 million authorized in 2001 for the Preston Road/Legacy Drive overpass due to a change in policy. She spoke to the tax rate impact as projected and possible decrease from two cents based on favorable bond sales.

Director of Parks and Recreation Wendell spoke to renovations addressing existing facilities with improvements being new additions. He spoke to work with a consultant on Pecan Hollow and refining figures to accurately reflect the total cost of improvements. City Manager Muehlenbeck spoke to the change in Council policy as a reason for including a revocation of bonds on a ballot for citizens. Ms. Rhodes-Whitley advised that monies requested for Fire Station #7 are for reconfiguration and not expansion. Mr. Wendell advised that the White Rock Community Park is located south of Spring Creek Parkway along White Rock Creek and advised that the request is related to development funding. Council Member Miner stated concern about the appearance reflected with this park being completed in Fiscal Year 2011 and Oak Point Park not scheduled to be online until 2012. Mr. Wendell spoke to the phasing of park projects to spread their costs and development complete at Oak Point Park including the amphitheater and City Manager Muehlenbeck spoke to considering economics and the costs of operations. He responded to Council Member Jackson regarding the policy of bringing bond issues to the voters every four years and issues related to street improvements with matching funds available from other jurisdictions. Ms. Rhodes-Whitley spoke to the City's shortage of street funds and there being no General Election scheduled in 2010.

Deputy Mayor Pro Tem LaRosiliere spoke to passage of the referendum and scheduling projects based on economic conditions. He spoke to consideration of items that add to the quality of life in Plano and can be provided to citizens at a lower cost than by public providers such as recreation centers. Mr. Muehlenbeck spoke to Council's review of the Capital Improvement Program and balancing the expectations of citizens. Ms. Rhodes-Whitley advised that another presentation will be made on February 17.

Council items for discussion/action on future agendas

Council Member Miner requested consideration of an item to address resident parking in neighborhoods around Oak Point Park during the Balloon Festival.

Consent and Regular Agenda

Council Member Jackson advised that she would step down on Regular Agenda Item "1," a resolution to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Bear Transportation Services, LP due to a possible conflict of interest.

Nothing further was discussed. Mayor Evans adjourned the Preliminary Meeting at 6:58 p.m.

Pat Evans, MAYOR

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
January 26, 2009

COUNCIL MEMBERS

Pat Evans, Mayor
Jean Callison, Mayor Pro Tem
Harry LaRosiliere, Deputy Mayor Pro Tem
Pat Miner
Scott Johnson
Mabrie Jackson
Sally Magnuson
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STAFF

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Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Evans convened the Council into the Regular Session on Monday, January 26, 2009, at 7:00 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Associate Pastor Kelvin Foley of Prestonwood Baptist Church and The Pledge of Allegiance was led by Boy Scout Troop 2819 of Prestonwood Baptist Church

Mayor Evans presented a proclamation recognizing Heart Awareness Month – February, 2009

Mayor Evans recognized the service of members of the boards and commissions.

COMMENTS OF PUBLIC INTEREST

Citizen Norman Medlen stated concern regarding waterline and pavement reconstruction in his neighborhood. City Manager Muehlenbeck advised that he would respond to concerns.

CONSENT AGENDA

Council Member Jackson advised that due to possible conflicts of interest, she would be stepping down on Regular Agenda Item “1.”

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

Approval of Minutes [Consent Agenda Item (A)]
January 12, 2009

Approval of Expenditures

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

Bid No. 2009-22-C for Oil and Lubrication Products awarded to Douglass Distributing in the estimated annual amount of \$9,017; Jack Ray & Sons Oil Company in the estimated annual amount of \$68,869; Sun Coast Resources in the estimated annual amount of \$7,284; Southwest Distributing Company in the estimated annual amount of \$11,356 and H & B Industries Inc. in the estimated annual amount of \$5,725. Total estimated annual amount is \$102,251. This will establish an annual fixed price contract. [Consent Agenda Item (B)] (See Exhibit "A")

Bid No. 2009-36-B for the Alley Reconstruction – 15th Place and Belcamp project to Estrada Concrete Co., LLC, in the amount of \$279,392. The project includes the removal and replacement of two existing curbed alleys. The first alley is located between 17th Street and 15th Place and the length of this curbed alley from P Avenue to Jupiter Road is approximately 2500 linear feet, and the proposed curbed alley will be 10 linear feet in width. The second alley is located between Belcamp Drive and Alma Drive and the length of this alley replacement is approximately 865 linear feet, and the proposed alley will be 12 linear feet in width. [Consent Agenda Item (C)] (See Exhibit "B")

Purchase from an Existing Contract

To authorize the purchase of Rooftop Split System AC Replacement for the Fire Administration Building in the amount of \$122,849 from Johnson Controls, Inc. through Texas Multiple Award System (TXMAS) contract, and authorizing the City Manager to execute all necessary documents. (TXMAS-5-03FAC020) [Consent Agenda Item (D)]

To authorize the purchase of the installation of the Security System and Intrusion Alarm System for Fire Station 12, EOC and Logistics Warehouse Complex in a "not to exceed" amount of \$151,263 from Certicom Security through Texas Multiple Award System (TXMAS) contract, and authorizing the City Manager to execute all necessary documents. (TXMAS-5-840120) [Consent Agenda Item (E)]

To approve of a contract/agreement to obtain Security Consulting Services from Internetwork Experts (INX), in the amount of \$65,916 through a Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-239) [Consent Agenda Item (F)]

To approve the purchase and installation of Communications Cabling for Fire Station No. 12/EOC/Fire Logistics Warehouse for \$198,532 from existing contract with Able Communications. (Contract No. 2007-147-C) [Consent Agenda Item (G)]

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

To approve an Engineering Contract by and between the City of Plano and Garver Engineers, LLC, in the amount of \$153,500 for the Westwood Drive – Janwood Drive to 15th Street project, and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (H)]

Approval of Change Order

To Core Construction Services of Texas, Inc. increasing the contract by \$126,175 for Russell Creek Park and Carpenter Park Improvements, Project No. 5891, Change Order #1 (Bid No. 2008-234-B) [Consent Agenda Item (I)]

Adoption of Ordinances

Ordinance No. 2009-1-9: To delete in its entirety Subsection (d) of Section 21-215 Refunds of Chapter 21 Utilities of the Code of Ordinances of the City of Plano, Texas; and providing an effective date. [Consent Agenda Item (J)]

Ordinance No. 2009-1-10: To amend Article III, Hotel Occupancy Tax of Chapter 20, Taxation, of the Code of Ordinances of the City of Plano, Texas, redefining the term consideration; providing for audit cost recovery; providing penalties for late payment of taxes due; and providing a repealer clause, a severability clause, a penalty clause and an effective date. [Consent Agenda Item (K)]

Ordinance No. 2009-1-11: To amend Chapter 20, Article II, of the Code of Ordinances of the City of Plano, Texas, by adding a new Section 20-19, entitled “Charitable Organization Exemption”; providing a property tax exemption for qualified charitable organizations engaged primarily in performing religious, charitable, scientific, literary or educational functions; requiring a determination letter from the State Comptroller’s Office finding the organization is engaged primarily in performing religious, charitable, scientific, literary or educational functions; providing terms for the property tax exemption; providing a severability clause; and providing for an effective date. [Consent Agenda Item (L)]

Adoption of Resolutions

Resolution No. 2009-1-12(R): To grant Masonic Lodge No. 768 a Charitable Organization Exemption for a five (5) year period, and providing an effective date. [Consent Agenda Item (M)]

Resolution No. 2009-1-13(R): To amend Resolution No. 2008-11-23(R) to include Dallas Area Rapid Transit Authority (DART) to its 2009 Legislative Program; and providing an effective date. [Consent Agenda Item (N)]

Resolution No. 2009-1-14(R): To support legislation during the 81st Texas Legislative Session that encourages Underground Utility Line Relocation through financial incentives, grant funding

opportunities, and public-private partnerships, while also supporting the integrity of the City's right-of-way; and providing an effective date. [Consent Agenda Item (O)]

Resolution No. 2009-1-15(R): To approve the terms and conditions of a Second Modification of Contract by and between Able Communications, Inc. and the City of Plano, Texas for voice and data wiring; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (P)]

Resolution No. 2009-1-16(R): To approve the City of Plano's participation in "TEXPOOL," a public funds investment pool; designating authorized representatives and investment officers; and providing an effective date. [Consent Agenda Item (Q)]

Resolution No. 2009-1-17(R): To review and approve the City's written Public Funds Investment Policy; and providing an effective date. [Consent Agenda Item (R)]

Resolution No. 2009-1-18(R): To approve a legislative position on Rail North Texas, a primary rail program with supplemental roadway improvements and the creation of a Transportation Funding Area for the purpose of levying taxes or fees in order to generate revenue to fund rail and supplemental roadway improvements; authorizing the City Manager to effectuate such position. [Consent Agenda Item (S)]

END OF CONSENT

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

Resolution No. 2009-1-19(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Bear Transportation Services, LP, a Delaware limited partnership; authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (1)]

Director of Finance Tacke advised that the company is relocating to the Legacy Campus from Dallas; agrees to occupy 54,000 square feet of space by May 1, 2009 with expansion to 80,000 square feet by May 1, 2011; and to retain, transfer or create 290 jobs by May 1, 2009 with an increase to 350 by May 1, 2010, 420 by May 1, 2011 and 480 by May 1, 2012. She advised that the grant is in the amount of \$480,000 for the transfer and creation of up to 480 jobs to be administered pro-rata with a one time payment of \$144,000 for relocation expenses and creation of the initial jobs. Ms. Tacke responded to Council Member Dunlap that the generated tax revenue would be approximately \$26,000 per year.

Upon a motion made by Council Member Dunlap and seconded by Council Member Miner, the Council voted 7-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Bear Transportation Services, LP, a Delaware limited partnership; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2009-1-19(R).

Council Member Jackson resumed her place at the bench.

Public Hearing and Consideration of an Appeal of the Planning and Zoning Commission's Denial of Zoning Case 2008-68 – Request to rezone 58.4± acres located at the southwest corner of Preston Road and Spring Creek Parkway from Planned Development-447-Retail/Multifamily Residence-2 to Planned Development-Retail. Zoned Planned Development-447-Retail/Multifamily Residence-2. Applicant: City of Plano [Regular Agenda Item (2)]

Director of Planning Jarrell advised the Council that Staff recommends acceptance of the property owner's request to withdraw the item from consideration and spoke to commission initiation of the request.

Mayor Evans opened the Public Hearing. Stephen DiNapoli, representing the property owner, spoke to concerns of the financing market and thanked Staff for their efforts. No one else spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Deputy Mayor Pro Tem LaRosiliere and seconded by Council Member Magnuson, the Council voted 8-0 to accept the property owner's withdrawal of the appeal of the Planning and Zoning Commission's Denial of Zoning Case 2008-68 – Request to rezone 58.4± acres located at the southwest corner of Preston Road and Spring Creek Parkway from Planned Development-447-Retail/Multifamily Residence-2 to Planned Development-Retail.

Ordinance No. 2009-1-20: To provide for the issuance and sale of City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2009; awarding the sale thereof; approving the official statement; and enacting other provisions relating thereto. [Regular Agenda Item (3)]

Vice Chairman of First Southwest Company David Medanich spoke to receipt of the bonds on the market, an upgrade to AAA, the low average interest cost, refunding which saves the City \$260,000 and recommendation to award the bonds to low bidder Morgan Keegan & Co., Inc.

Upon a motion made by Deputy Mayor Pro Tem LaRosiliere and seconded by Council Member Miner, the Council voted 8-0 to provide for the issuance and sale of City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2009; awarding the sale thereof; approving the official statement; and enacting other provisions relating thereto; and further to adopt Ordinance No. 2009-1-20.

Ordinance No. 2009-1-21: To provide for the issuance and sale of City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2009; levying a tax in payment thereof; awarding the sale thereof; approving the official statement; and enacting other provisions relating thereto. [Regular Agenda Item (4)]

Vice Chairman of First Southwest Company David Medanich spoke to this item including \$12 mil in refunding bonds for a savings of \$1,351,032 and a recommendation to award the bonds to low bidder Robert W. Baird & Co., Inc.

Upon a motion made by Council Member Magnuson and seconded by Council Member Dunlap, the Council voted 8-0 to provide for the issuance and sale of City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2009; levying a tax in payment thereof; awarding the sale thereof; approving the official statement; and enacting other provisions relating thereto; and further to adopt Ordinance No. 2009-1-21.

Ordinance No. 2009-1-22: To provide for the issuance and sale of City of Plano, Texas, Tax Notes, Series 2009; levying a tax in payment thereof; awarding the sale thereof; approving the official statement; and enacting other provisions relating thereto. [Regular Agenda Item (5)]

Vice Chairman of First Southwest Company David Medanich advised the Council that the bids received were favorable and recommended awarding to low bidder Robert W. Baird & Co., Inc.

Upon a motion made by Council Member Miner and seconded by Mayor Pro Tem Callison, the Council voted 8-0 to provide for the issuance and sale of City of Plano, Texas, Tax Notes, Series 2009; levying a tax in payment thereof; awarding the sale thereof; approving the official statement; and enacting other provisions relating thereto; and further to adopt Ordinance No. 2009-1-22.

Mr. Medanich responded to the Council regarding the factors related to achieving and maintaining an AAA rating including the development of the City, its fiscal strength, diversification of its tax base, average wealth, and management. He responded to Council Member Johnson, advising that Plano is the only Texas city with three AAA ratings and that there may be only 30-40 nationally.

There being no further discussion, Mayor Evans adjourned the meeting at 7:31 p.m.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 1/26/09		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #): Becky Johansen (4396)					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No. 2009-22-C for Oil and Lubrication Products awarded to Douglass Distributing in the estimated annual amount of \$9,017.12; Jack Ray & Sons Oil Company in the estimated annual amount of \$68,868.76; Sun Coast Resources in the estimated annual amount of \$7,284.00; Southwest Distributing Company in the estimated annual amount of \$11,356.00 and H & B Industries Inc. in the estimated annual amount of \$5,725.00. Total estimated annual amount is \$102,250.88.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	0	0	0	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	0	0	0	
BALANCE	0	0	0	0	
FUND(s): 64-362					
COMMENTS: This item approves price quotes. Expenditures will be made in the Inventory Control and Asset Disposal within the approved budget appropriations. The estimated annual amount is \$102,251.					
STRATEGIC PLAN GOAL: Funding of Inventory stock items relates to the City's goal of "Premier City in Which to Live".					
SUMMARY OF ITEM					
Staff recommends bids of Douglass Distributing for items 1,13, 14 and 18 in the estimated annual amount of \$9,017.12; Jack Ray & Sons Oil Company for items 2, 4, 5, 6, 7, 8, 9, 10, 12, 15, 19, 20 and 22 in the estimated annual amount of \$68,868.76; Sun Coast Resources for items 16, 17 and 24 in the estimated annual amount of \$7,284.00; Southwest Distributing Company for item 23 in the estimated annual amount of \$11,356.00 and H & B Industries for items 3 and 11 in the estimated annual amount of \$5,725.00 be accepted as the lowest responsive responsible bids, conditioned upon timely execution of any necessary contract documents. Total estimated annual amount is \$102,250.88. This will establish an annual fixed price contract for the purchase of Oil and Lubrication Products.					

b-t

a-11



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	01/26/2009	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering	Initials	Date		
Department Head	Alan L. Upchurch	Executive Director	1/16/09 1/16/09		
Dept Signature:		City Manager			
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5839		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award of Bid for Bid No. 2009-36-B for the Alley Reconstruction -15 th Place & Belcamp project to Estrada Concrete Co., LLC, in the amount of \$279,392.00					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		41,474	495,526	0	537,000
Encumbered/Expended Amount		-41,474	-8,478	0	-49,952
This Item		0	-279,392	0	-279,392
BALANCE		0	207,656	0	207,656
FUND(S): STREET IMPROVEMENT CIP					
COMMENTS: Funds are included in the 2008-09 Street Improvement CIP. This item in the amount of \$279,392, will leave a current year balance of \$207,656 for the Alley Reconstruction – 15 th Place to Belcamp project.					
STRATEGIC PLAN GOAL: Alley reconstruction relates to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
Staff recommends that the base bid of Estrada Concrete Co., LLC, in the amount of \$279,392.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents. Alternate No. 2 (low nitrous oxide dry kiln cement) was more than 5% of concrete items and so it was not recommended. The second vendor being recommended is McMahon Contracting, L.P., in the amount of \$299,141.25. Engineer's estimate was \$394,000.00.					
The project includes the removal and replacement of two existing curbed alleys. The first alley is located between 17 th Street and 15 th Place and the length of this curbed alley from Avenue P to Jupiter Road is approximately 2500 linear feet, and the proposed curbed alley will be 10 linear feet in width. The second alley is located between Belcamp Drive and Alma Drive and the length of this alley replacement is approximately 865 linear feet, and the proposed alley will be 12 linear feet in width.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Summary		N/A			
Location Map					



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/17/2009		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #):		Dianna Wike x5512			

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER EXISTING CONTRACT

CAPTION

Award/Rejection of Competitive Sealed Proposal No 2009-27-C for Security Control System Upgrade and Maintenance for the Robinson Justice Center and Police Building in the amount of \$704,500.00 for the security upgrade and an estimated annual amount of \$13,000 for maintenance, for a first year total of \$717,500.00, and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	219,900	1,455,015	30,000	1,704,915
Encumbered/Expended Amount	-219,900	-295,813	0	-515,713
This Item	0	-717,500	0	-717,500
BALANCE	0	441,702	30,000	471,702

FUND(S): CAPITAL RESERVE & GENERAL FUND

COMMENTS: Funds are included in the 2008-09 Capital Reserve and Facilities Maintenance Department Budget. This item, in the amount of \$717,500 will leave a current year balance of \$441,702 for the Robinson Justice Center project and other facilities maintenance agreements.

STRATEGIC PLAN GOAL: Security system upgrades and maintenance relate to the City's Goal of Service Excellence.

SUMMARY OF ITEM

(Annual Contract with Renewals)

Staff recommends the Competitive Sealed Proposal of Red Hawk, A UTC Fire & Security Company, in the amount of \$704,500.00 for the security upgrade and an estimated annual amount of \$13,000 for maintenance, for a first year total amount of \$717,500.00, be accepted as the best value, and conditioned upon timely execution of any necessary contract documents. This will upgrade the Security Control System for the Robinson Justice Center and Police Building and establish an annual fixed price contract, with three optional one-year renewals for the Maintenance thereof.

List of Supporting Documents: CSP Recap	Other Departments, Boards, Commissions or Agencies
--	--

CITY OF PLANO

**CSP NO. 2009-27-C
FOR SECURITY CONTROL SYS UPGRADE/MAINT FOR ROBINSON
JUSTICE CTR/POLICE BLDG
CSP RECAP**

CSP opening Date/Time: December 22, 2008 @ 3:00 PM

Number of Vendors Notified: 3175

Vendors Submitting "No Bids": 0

<u>Number of Proposals Submitted:</u>	3	<u>Total Weighted Score</u>
Redhawk Security		3.28
Diversified Integrated Systems Corp		3.20
CMI Electronics		2.57

Proposals Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

Redhawk Security

Dianna Wike

January 30, 2009

Dianna Wike, Senior Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/17/09		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Fleet & Equipment Services		Initials	Date	
Department Head	Reid Choate	Executive Director	<i>[Signature]</i>	2/6/09	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>[Signature]</i>	
Agenda Coordinator (include phone #): Linda M. Robinson x4180					

ACTION REQUESTED:

ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER PURCHASE OFF EXISTING CONTRACT

CAPTION

Approval of the purchase of one (1) Caterpillar Backhoe Loader (416E) in the amount of \$66,950.00 from Holt Cat through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager or his designee to execute all necessary documents. (#268-07)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 08/09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	66,950	0	66,950
BALANCE	0	66,950	0	66,950

FUND(S): EQUIPMENT REPLACEMENT FUND (071)

COMMENTS: Funds are included in the FY 2008-09 adopted budget for the purchase of one (1) Caterpillar Backhoe Loader for Department 742/Streets. The funds needed for the replacement unit will be funded through savings in the Equipment Replacement Fund.

STRATEGIC PLAN GOAL: Replacement equipment purchases relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services request the purchase of one (1) Caterpillar Backhoe Loader (416E) through the Texas Association School Buyboard Purchase Program, awarded to Holt Cat. This unit is an unscheduled replacement for unit #00518, due to major repairs and not cost effective to repair will be disbursed from Equipment Replacement Fund for Dept. 742/Streets.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271, Subchapter F of the Texas Local Govt. Code and by doing so satisfies any State law requiring local governments to seek competitive bids for items. (#268-07)

Total purchase price for the Caterpillar Backhoe Loader is \$66,950.00.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Memo, Agenda, Quote Sheet, CRO	



MEMORANDUM

DATE: February 2, 2009
TO: Nancy Corwin, Buyer
FROM: David Garza, Fleet Superintendent
SUBJECT: Request to purchase one (1) Caterpillar Backhoe Loader (416E) through Texas Association School Buyboard Program, Contract #268-07 awarded to Holt Cat.

Base Price:	\$84,470.00
Buyboard Discount:	<u>-\$17,520.00</u>
TOTAL COST:	\$66,950.00

NOTES: This unit is an unscheduled replacement for unit #00518 due to need of major repairs and determined not cost effective to repair for Dept. 742/Streets. Funding will be allocated from Equipment Replacement Funds.

Please reference CRO No. 374941.

Please feel free to call me if you have any questions at extension 4183.

Cc: Reid Choate
Bill Zimmerman
Diane Palmer

HOLT



Austin • Corpus Christi • Dallas • Fort Worth • Irving • Laredo • Longview • San Antonio • Nash •
Tyler • Victoria • Waco • Weslaco

MACHINE SPECIFICATIONS

Description	Ref. No.	Price
416E BACKHOE LOADER ST 2WS	2139271	57,510
CONTROLS, BACKHOE (ISO)	2093370	0
BUCKET, 1.25 CYD GP	2511789	2,904
CUTTING EDGE, TWO PIECE	9R5321	316
HYDRAULICS, LOADER, GP	2099943	0
CAB, UTILITY PLUS W/AC	2284602	9,160
BELT, SEAT, 2" SUSPENSION	2061747	0
COOLER, HIGH AMBIENT	2111018	198
STABILIZER PADS, FLIP W/GUARD	1333362	1,295
MANUALS, ENGLISH	0P0572	0
PLATE GROUP - BOOM WEAR	2703204	194
LOCK, VANDALISM	2160909	56
COUNTERWEIGHT, 1075 LBS	2529984	1,580
TIRES, 2WD BIAS, FIRESTONE	2823853	3,480
E-STICK	2099929	4,045
HYDRAULICS, BH, 5 FUNCTION	2099935	610
ENGINE, 89 HP TIER 2 EPA FLEX	3208414	1,290
POWERTRAIN, 89 HP, 2WD, STD SHIFT	3233628	0
DOMESTIC TRUCK	0P0210	0
BUCKET 24", 8.5 CFT HC SOIL	2548941	1,832
TOTAL LIST PRICE		\$84,470
BUYBOARD DISCOUNT 16% OFF LIST		
BUYBOARD CONTRACT # 268-07		

QUOTE GRAND TOTAL

USD \$ 66,950

WARRANTY

12 month/ 1,500 hour Total Machine Factory Warranty.

F.O.B./TERMS

Delivered to Customer's Yard

Your Caterpillar dealer from the Red River to the Rio Grande
Call 1-800-275-4658 for the HOLT CAT store nearest you, or visit our website
WWW.HOLTCAT.COM

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Tyler • Victoria • Waco • Weslaco

01/16/2009

CITY OF PLANO 0925641
PO BOX 860279
PLANO 75086-0279

#G11130516

Thank you for the opportunity to present the following quotation for your review and consideration. This BuyBoard quote will expire in 60 days, if you have any questions or would like some additional options, please call Cliff Hutcheson @ 972 974 8025.

CATERPILLAR INC 416E CAB 2X4 E-STICK BACKHOE LOADER

STANDARD MACHINE

BACKHOE

14'4" Center pivot excavator style backhoe with 2-lever control. Boom transport lock, Swing transport lock. Grouser type stabilizer shoes

ELECTRICAL

12 volt electrical start, 100 ampere alternator
Horn, Backup alarm, Hazard flashers/turn signals
Halogen head lights(2) Halogen rear flood lights (2)
Stop and tail lights, Audible system fault alarm
Key start/stop system, 880 CCA maintenance free battery, Battery disconnect switch
External Power Receptacle (12v)

LOADER

Bucket level indicator, Lift cylinder brace
Return-to-dig (automatic bucket positioner)
Self-leveling loader with single lever control
Transmission neutralizer switch, Single Tilt Loader

OPERATOR ENVIRONMENT

Lighted gauge group, Interior rearview mirror
Rear fenders, ROPS canopy
2-inch retractable seat belt, Hand and foot throttle
Lunch box holder, Air suspension seat

POWERTRAIN

Non-EPA Regulated Countries: Cat C4.4 88HP
Direct Injection Turbo Charged Engine, Tier 3
Emissions Compliant. Includes High Ambient Cooling Package and Open Circuit Breather.
Water separator. Thermal starting aid system
A dry type axial seal air cleaner with integral precleaner, automatic dust ejection system, and filter condition indicator
Hydraulically applied multi-plate wet disk brake with dual pedals and interlock. Differential lock
Drive-line parking brake. Torque converter
Transmission--four speed synchro mesh with power shuttle and neutral safety switch
Spin-on fuel, engine oil, and transmission oil filters
Outboard Planetary Rear Axles

OTHER STANDARD EQUIPMENT

Hydrostatic power steering
Tool box
Transport tie-down points
Ground line fill fuel tank
Lockable Hood
Valve Stem Protection
HYDRAULICS
Load sensing, variable flow system with 35 gpm axial piston pump
5 micron spin-on hydraulic filter
O-ring face seal hydraulic fittings
Caterpillar XT-3 hose
Hydraulic oil cooler
Flow-Sharing Hydraulic Valves
ANTIFREEZE
Extended Life Coolant -30C (-20F)

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WWW.HOLTCAT.COM

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CITY OF PLANO

02/02/09

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P.O. Number 374941 OC

Cost Center 071

Supplier HOLT COMPANY OF TEXAS
PO BOX 911975
DALLAS TX 75391-1975

Ship To CITY OF PLANO
FLEET & EQUIPMENT SERVICES DIVISION
4200 W PLANO PARKWAY
PLANO TX 75093

To ensure proper payment, remit invoice to:
City of Plano - Accounts Payable
PO Box 860279
Plano, TX 75086-0279

Ordered 02/02/09 Freight
Requested 02/02/09 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
CATERPILLAR BACKHOE LOADER INVOICE TO FOLLOW REQUEST TO PURCHASE ONE (1) CATERPILLAR BACKHOE LOADER, MODEL 416E. THROUGH THE TEXAS ASSOCIATION OF SCHOOL BUYBOARD PROGRAM. CONTRACT #268-07. AWARDED TO HOLT CAT. NOTE: THIS UNIT IS AN UNSCHEDULED REPLACEMENT FOR UNIT 00518 DUE TO NEED OF MAJOR REPAIRS AND DETERMINED NOT COST EFFECTIVE TO REPAIR FOR DEPT. 742/STREETS. FUNDING WILL BE ALLOCATED FROM EQUIPMENT REPLACEMENT FUNDS. CRO REQUESTED BY DAVID GARZA.	1	EA	84,470.0000	84,470.00	02/02/09
BUYBOARD DISCOUNT INVOICE TO FOLLOW	1	EA	17,520.0000-	17,520.00-	02/02/09

Total Order

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CITY OF PLANO

Description	Ordered	UOM	Unit Price	P.O. Number	Extended Price	Request
						Date
TermNet 30 Days					66,950.00	

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	2/17/09	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services		<i>[Signature]</i>	Date
Department Head	David Stephens	Executive Director	<i>[Signature]</i>	02-05-09
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	2/6/09
Agenda Coordinator (include phone #): Amy Powell X7342				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT				
CAPTION				
Purchase from an existing contract/agreement authorizing the purchase of CommVault Email Archiving Solution for eDiscovery, in the amount of \$165,573, from Dell, through a Department of Information Resources (DIR) contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-890).				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	225,000	0
Encumbered/Expended Amount		0	-56,755	0
This Item		0	-165,573	0
BALANCE		0	2,672	0
FUND(s): TECHNOLOGY FUND (62)				
COMMENTS: Funds are available in the 2008-09 Technology Fund budget for network security and email archiving projects. STRATEGIC PLAN GOAL: Network Security projects relate to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Technology Services recommends Council approve the expenditure for the purchase of CommVault Email Archiving Solutions for eDiscovery Software to centralize the City's email archives and aid in the City's compliance with open records requests and facilitate any e-discovery requests, through Dell, in the amount of \$165,573.44. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so, satisfies any State Law requiring local government to seek competitive bids for items. (DIR-SDD-890)				
List of Supporting Documents: Memo, Quote		Other Departments, Boards, Commissions or Agencies		

Interoffice Memo

Date: 01/29/09
To: David Stephens, Director Technology Services
Cc:
From: Chester M. Helt, Infrastructure Manager
RE: E-mail Archiving Solution for eDiscovery

The City has a continuing need to centralize the archiving of the City's email. We recommend the City purchase the Commvault email archiving solution. This solution will centralize the City's email archives and aid the City in compliance with open record requests and facilitate any e-discovery requests. We recommend purchasing this Commvault product off of Dell's contract with the State of Texas.

We recommend awarding the acquisition of this Commvault software from Dell under their State of Texas Contract No. DIR-SDD-890 for the not to exceed price of \$ 165,573.44.

DELL**QUOTATION**

QUOTE #: 472210241

Customer #: 360554

Contract #: 48ABO

CustomerAgreement #: DIR-SDD-890

Quote Date: 1/29/09

Date: 1/29/09 10:24:50 AM

Customer Name: CITY OF PLANO

TOTAL QUOTE AMOUNT:	\$165,573.44		
Product Subtotal:	\$165,573.44		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
Single Instance Disk Library Premium Connector (A1219445)	1	\$4,400.00	\$4,400.00
Premium MNT Single Instance Disk Library Premium Connector (A1219446)	1	\$924.00	\$924.00
Disk Option for up to 10 TB (A1219531)	1	\$7,373.52	\$7,373.52
Premium MNT Disk Option for up to 10 TB (A1219532)	1	\$1,548.44	\$1,548.44
Content Indexing connector for Offline Data (A1219461)	3	\$660.00	\$1,980.00
Premium MNT Content Indexing connector for Offline Data (A1219462)	3	\$138.60	\$415.80
Admin Web Server Node 1 License for CI Admin Node + Web Server including DR components CI (A1276960)	1	\$2,640.00	\$2,640.00
Premium MNT Admin Web Server Node 1 License for CI Admin Node + Web Server including DR components CI (A1276969)	1	\$554.40	\$554.40
1 License for CI Indexing Node including DR components (A1289497)	3	\$8,800.00	\$26,400.00
Premium MNT 1 License for CI Indexing Node including DR components (A1289498)	3	\$1,848.00	\$5,544.00
Universal Client Access License per User for between 1000-5000 Users Mailboxes (A1219486)	2500	\$13.20	\$33,000.00
Premium MNT Universal Client Access License per User for between 1000-5000 Users Mailboxes (A1219517)	2500	\$2.77	\$6,925.00
Universal Client Access License for Discovery per User (A1219597)	2500	\$5.28	\$13,200.00
Premium MNT Universal Client Access License for Discovery per User (A1219614)	2500	\$1.11	\$2,775.00
1 iDataAgent for DataArchiver Exchange - 2 CPU. (A1219496)	3	\$4,004.00	\$12,012.00
Premium MNT 1 iDataAgent for DataArchiver Exchange - 2 CPU. (A1219497)	3	\$840.84	\$2,522.52
1 iDataAgent for an Exchange Public Folder Archiving - 2 CPU. (A0586551)	3	\$1,716.00	\$5,148.00
Premium MNT 1 iDataAgent for an Exchange Public Folder Archiving - 2 CPU. (A0586552)	3	\$360.36	\$1,081.08
1 iDataAgent for SharePoint Archiving - 2 CPU. (A1219542)	2	\$4,004.00	\$8,008.00
Premium MNT 1 iDataAgent for SharePoint Archiving - 2 CPU. (A1219543)	2	\$840.84	\$1,681.68
PS Services sold for quantities of 11 through 20 days (A1463039)	14	\$1,960.00	\$27,440.00
Number of S & A Items: 21		S&A Total Amount: \$165,573.44	

d-3

SALES REP:	Duane Pond	PHONE:	1-866-537-0706
Email Address:	Duane_Pond@Dell.com	Phone Ext:	7263732

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at <http://www.dell.com/qto>.

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change. Taxes reflected on quotes are estimates and may vary from tax shown at invoicing based on the actual ship to address.

Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 1-888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com.

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Dell has a 30 day return policy for new products purchased directly from Dell. Dell's Total Satisfaction Return Policy may be found at http://www.dell.com/us/en/hied/misc/policy_010_policy.htm.

Shipments to California: For certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: Refer to URL www.dell.com/environmentalfee.

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	2/17/09		Reviewed by Legal <i>NO</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation		Initials	Date	
Department Head	Don Wendell		Executive Director <i>[Signature]</i>	<i>2/6/09</i>	
Dept Signature:	<i>[Signature: Don Wendell]</i>		City Manager <i>[Signature]</i>	<i>2/16/09</i>	
Agenda Coordinator (include phone #): Susan Berger (7255)					

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER CONTRACT MOD

CAPTION

To approve and authorize Contract Modification No. 2 with Carter & Burgess, Inc. for additions and deletions in Architectural Services in conjunction with improvements to Oak Point Park and Nature Preserve resulting in a net reduction in the contract amount by \$73,350.68, and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate the contract modifications.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	150,219	11,772,781	0	11,923,000
Encumbered/Expended Amount	-150,219	-6,285,876	0	-6,436,095
This Item	0	73,351	0	73,351
BALANCE	0	5,560,256	0	5,560,256

FUND(S): **PARK IMPROVEMENT**

COMMENTS: Funds for this project are included in the 2008-09 Park Improvement CIP. This modification decreases the contract by \$73,351 and increases the current year balance to \$5,560,256 for the Oak Point Park Development project.

STRATEGIC PLAN GOAL: Park development relates to the City's Goal of Premier City in Which to Live.

SUMMARY OF ITEM

The original contract with Carter & Burgess, Inc. was for the preparation of plans and construction documents for improvements to Oak Point Park and Nature Preserve. The plans include a visitor center, retreat center, trails, pedestrian bridges, parking, pavilion, restrooms, utilities, earthwork, landscaping, irrigation and related improvements. Plans for all of these items are complete and all of the improvements except for the visitor center and retreat center are under construction at this time.

Contract Modification No. 2 is for deletion of construction administration and LEED services related to the visitor center and retreat center buildings in the amount of \$151,767. The contract modification also includes additional fees related to increases in the scope of work during the design phase of the project in the amount of \$78,416.32. The net contract modification is a deduction of \$73,350.68.

The visitor center building is scheduled to be bid as a separate project. At that time the City will contract directly with the building architect, Hatch + Ulland Owen Architects for bidding, construction contract administration and



CITY OF PLANO COUNCIL AGENDA ITEM

LEED related services for the visitor center building. Hatch + Ulland Owen Architects are the architectural sub-consultant to Carter & Burgess, Inc. that actually prepared plans for the visitor center and retreat center buildings. Now that the visitor center will be bid as a separate project, staff believes it is more appropriate to contract directly with the building architect for these services.

The visitor center will be bid this spring. The retreat center building will be bid at some future date when construction and operating funding is available.

Original Professional Services Contract - \$1,150,330.00

Approved Contract Modification No. 1 - \$13,500

Proposed Contract Modification No. 2 - (\$73,350.68)

Total revised contract amount - \$1,090,479.32

Total percent decrease including previous modifications - 5.20%

The total estimated cost of all the improvements designed as part of this contract are \$15,272,215 which includes the park improvements under construction in the amount of \$7,272,215, the visitor center cost estimate of \$5,000,000, and the retreat center cost estimate of 3,000,000.

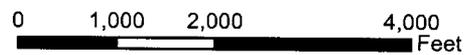
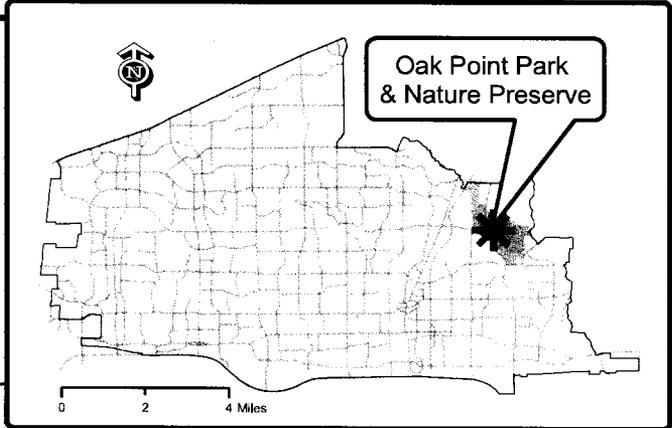
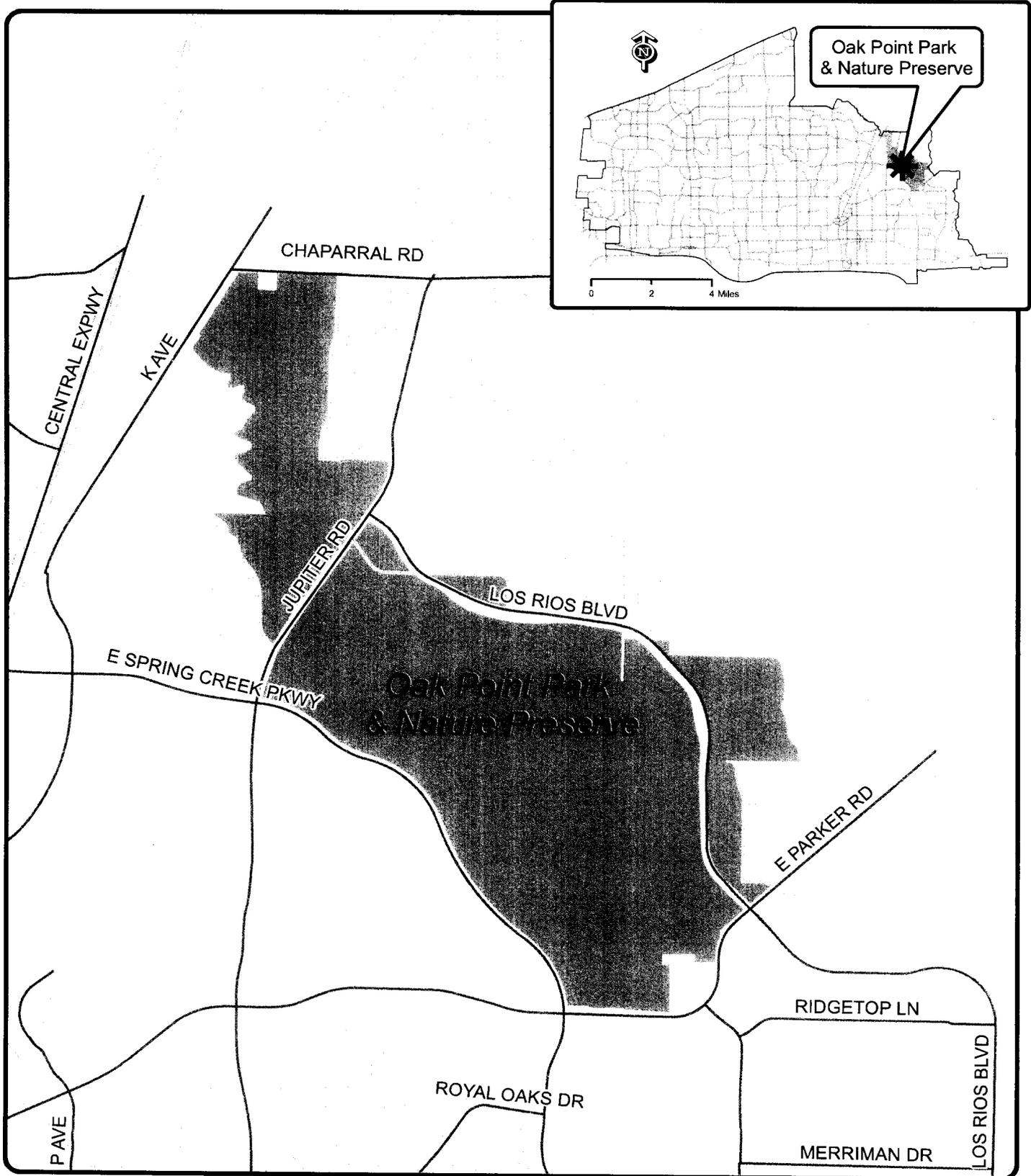
The revised professional services fee is 7.14% of the estimated construction cost for the project.

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



Location Map

Oak Point Park & Nature Preserve



CONTRACT MODIFICATION

OAK POINT PARK AND NATURE PRESERVE PHASE III PROJECT NO. 5695 PURCHASE ORDER NO. 102998 CIP NO. 32-22340-8321

This shall serve as a Second Modification to the Contract between the City of Plano, Texas (hereinafter "City") and **Carter & Burgess, Inc.** (hereinafter "Consultant") dated February 27, 2006 for Professional Architectural Services for the referenced project (hereinafter "Project").

Services:

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

Contract Deductions: (total: -\$151,767.00)

- Deduction of Construction Administration services (-\$116,767.00)
- Deduction of a portion of LEED Commissioning services (-\$35,000.00)

Contract Additions: (total: \$78,416.32)

- Design of two (2) additional Pedestrian Bridges (\$10,000.00)
- Increase in building square footage from original program (\$21,000)
- Re-design of parking lot drainage systems (\$12,500)
- Re-design of planting design (\$2,500.00)
- Re-design, re-package, and re-bid construction documents package with no Visitor Center or Retreat Center (\$32,416.32)

Compensation:

For a lump sum deduction of -\$151,767.00 and for additional services of \$78,416.32, for a net contract deduction of (-\$73,350.68).

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.

Original Contract Amount	\$ 1,150,300.00
Contract Amount (Including Previous Modifications)	\$ 1,163,830.00
Amount, Modification No. 2	\$ -73,350.68
Revised Contract Amount	\$ 1,090,479.32
Total Percent Increase Including Previous	-5.20%

CITY OF PLANO
OWNER

CARTER & BURGESS, INC.
CONSULTANT

By: _____
(signature)

By: David T. Retzsch
(signature)

Print
Name: Thomas H. Muehlenbeck

Print
Name: David T. Retzsch, ASLA

Print
Title: City Manager

Print
Title: Managing Principal,
Urban Design & Planning

Date: _____

Date: 01.30.09

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

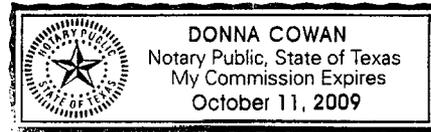
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on the 30th day of January, 2009, by David J. Retysch, Managing Director of **CARTER & BURGESS, INC.**, a Texas corporation, on behalf of said corporation.

Donna Cowan
Notary Public, State of Texas



STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2009, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	2/17/09	Reviewed by Legal <i>WS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Works Administration / David Falls	Initials	Date	
Department Head	<i>[Signature]</i>	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>2/10/09</i>
Agenda Coordinator (include phone #): Margie Stephens (X4104)				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
<i>To Hencie International, Inc., increasing the contract by \$32,506.71 for the 2007-2008 Residential Concrete Pavement Rehabilitation Project, Zone 18, Project No. 5890, Change Order No. 2, Bid No. 2008-95- B.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years
Budget		3,056,722	4,343,278	3,000,000
Encumbered/Expended Amount		-3,056,722	-1,439,675	0
This Item		0	-32,507	0
BALANCE		0	2,871,096	3,000,000
FUND(s): CAPITAL RESERVE				
COMMENTS: Funds are included in the 2008-09 Capital Reserve. This change order, in the amount of \$32,507, will leave a current year balance of \$2,871,096 for the Residential Street and Alley Replacement project. STRATEGIC PLAN GOAL: Residential street and alley repairs relate to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
This change order is for additional alley repairs in the Project area. As the project progressed, additional areas of deteriorated alley pavement were found in the project area that needed repair.				
Staff recommends approval of Change Order No. 2. The total Contract will be \$752,035.95, which is a 20.09% increase of the original contract amount of \$626,236.64.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Change Order No. 2				

CHANGE ORDER NO. 2

2007 – 08 RESIDENTIAL CONCRETE PAVEMENT REHABILITATION PROJECT

ZONE 18

PROJECT NO. 5890

PURCHASE ORDER NO. 103480

CIP NO. 35-51118

BID NO. 2008 - 95 - B

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS** and **HENCIE INTERNATIONAL, INC.** for the **2007-08 RESIDENTIAL CONCRETE PAVEMENT REHABILITATION PROJECT – ZONE 18**, dated March 25, 2008.

B. DESCRIPTION OF CHANGE

The change order is for additional quantities of alley paving repair in the project area. As work progressed, additional quantities of alley paving were found that needed repair

C. EFFECT OF CHANGE

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

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>ORIGINAL QUANTITY</i>	<i>REVISED QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT OF CHANGE</i>
100	Full Depth Saw Cut	18,536.00	18,038.00	LF	\$1.95	-\$971.10
101	Butt Joint	18,536.00	17,703.97	LF	\$1.95	-\$1,622.46
102	F/I Undercut Header	1,308.00	1,140.46	LF	\$3.85	-\$645.03
103	R/D Street Paving	4,456.00	4,230.87	SY	\$7.00	-\$1,575.91
104	R/D Alley Concrete Paving	7,415.00	8,781.13	SY	\$7.00	\$9,562.91
105	F/I Flex Base	2,000.00	1,160.63	Ton	\$8.00	-\$6,714.96
106	F/I Reinf Concrete Street Paving	4,456.00	4,230.87	SY	\$42.59	-\$9,588.29
107	F/I Reinf Concrete Alley Paving	7,415.00	8,781.13	SY	\$40.00	\$54,645.20
108	F/I 6" Monolithic Curb	5,000.00	3,602.50	LF	\$2.50	-\$3,493.75
109	F/I Block Sod Grass	1,200.00	135.00	SY	\$2.50	-\$2,662.50
112	F/I Top Soil	600.00	500.00	CY	\$5.00	-\$500.00
113A	Additional Sidewalk	3,500.00	3,175.02	SF	\$4.70	-\$1,527.41
115	F/I Traffic Loop Detectos	1.00	0.00	Each	\$900.00	-\$900.00
116	F/I Type I Buttons	100.00	0.00	Each	\$5.00	-\$500.00
117	F/I Type II Buttons	100.00	0.00	Each	\$5.00	-\$500.00
118	F/I Type II Yellow Buttons	100.00	0.00	Each	\$5.00	-\$500.00
	TOTAL:					\$32,506.71

P-2

Original Contract Amount	\$	<u>626,236.64</u>
Contract Amount (Including Previous Change Orders)	\$	<u>719,529.24</u>
Amount, Change Order No. 2	\$	<u>32,506.71</u>
Revised Contract Amount	\$	<u>752,035.95</u>
Total Percent Increase Including Previous Change Orders		<u>20.09%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 5 day(s) to this project:

Original Contract Time	<u>100 working days</u>
Amount (Including Previous Change Orders)	<u>115 working days</u>
Amount, Change Order No. 2	<u>5 working days</u>
Revised Contract Time	<u>120 working days</u>
Total Percent Increase Including Previous Change Orders	<u>20.00%</u>

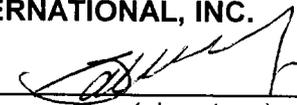
AGREEMENT

By the signatures below, duly authorized agents of the City of Plano, Texas and Hencie International, Inc. do hereby agree to append this Change Order No. 2 to the original contract between themselves, dated March 28, 2008.

OWNER: CITY OF PLANO

CONTRACTOR: HENCIE INTERNATIONAL, INC.

By: _____
 (signature)

By: 
 (signature)

Print
 Name: Thomas H. Muehlenbeck

Print
 Name: Sabeel Fatehdin

Print
 Title: City Manager

Print
 Title: Vice President

Date: _____

Date: 1/21/09.

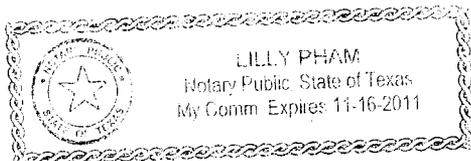
APPROVED AS TO FORM:

By: 
 Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21 day of January, 2009, by **SABEEL FATEHDIN, VICE PRESIDENT** of **HENCIE INTERNATIONAL, 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 _____, 2009, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	2/17/09	Reviewed by Legal <i>WS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Works Administration / David Falls <i>DF</i>	Initials	Date	
Department Head	<i>[Signature]</i>	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #): Margie Stephens (X4104)				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
<i>To Jerusalem Corporation, increasing the contract by \$82,675.27 for the 2007-2008 Residential Concrete Pavement Rehabilitation Project, Zone L5, Project No. 5936, Change Order No. 1, Bid No. 2008-205- B.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	3,056,722	4,343,278	3,000,000	10,400,000
Encumbered/Expended Amount	-3,056,722	-1,439,675	0	-4,496,397
This Item	0	-82,675	0	-82,675
BALANCE	0	2,820,928	3,000,000	5,820,928
FUND(s): CAPITAL RESERVE				
COMMENTS: Funds are included in the 2008-09 Capital Reserve. This item, in the amount of \$82,675, will leave a current year balance of \$2,820,928 for the Residential Street & Alley Replacement project.				
STRATEGIC PLAN GOAL: Residential street and alley repairs relate to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
This change order is for additional street pavement repairs in the project area. As the project progressed, repair areas became larger and new areas of deteriorated pavement were found in the project area.				
These additional repairs are due to the drought/wet conditions and shrinkage/swelling of the base soil under the street pavement.				
Staff recommends approval of Change Order No. 1. The total Contract will be \$869,269.77, which is a 10.51% increase of the original contract amount of \$786,594.50.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Change Order No. 1				

CHANGE ORDER NO. 1

**2007-2008 RESIDENTIAL CONCRETE PAVEMENT REHAB – ZONE L5
PROJECT NO. 5936
PURCHASE ORDER NO. 103589
CIP NO. 35-51118
BID NO. 2008-205-B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **JERUSALEM CORPORATION** for the **2007-2008 RESIDENTIAL CONCRETE PAVEMENT REHAB-ZONE L5 PROJECT**, dated September 8, 2008.

B. DESCRIPTION OF CHANGE

The change order is for additional street repairs. As the project progressed, additional areas of street deterioration were found that needed repair while we are working in the area, that were not included in the original project.

C. EFFECT OF CHANGE

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

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>ORIGINAL QUANTITY</i>	<i>REVISED QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT OF CHANGE</i>
100	Full Depth Sawcut	5470	6105	LF	\$1.90	\$1,206.50
101	Longitudinal & Transverse Butt Jt.	5,470	6,105	LF	\$2.00	\$1,270.00
103	R/D Existing Street Paving	10,243	11,738	SY	\$6.00	\$8,968.02
106	F/I Reinf. Conc. Street Paving	10,243	11,738	SY	\$46.00	\$68,770.00
108	F/I 6" Monolithic Curb	5,706	6,533	LF	\$2.25	\$1,860.75
113	R/D/Reconst Concrete Sidwalk	1,200	1,350	SF	\$4.00	\$600.00
	TOTAL:					\$82,675.27

Original Contract Amount	\$ 786,594.50
Contract Amount (Including Previous Change Orders)	\$ 786,594.50
Amount, Change Order No. 1	\$ 82,675.27
Revised Contract Amount	\$ 869,269.77
Total Percent Increase Including Previous Change Orders	10.51%

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CHANGE ORDER NO. _____
Project Name _____
Project No. _____

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 12 day(s) to this project:

Original Contract Time	<u>120 working days</u>
Amount (Including Previous Change Orders)	<u>120 working days</u>
Amount, Change Order No. 1	<u>12 working days</u>
Revised Contract Time	<u>132 working days</u>
Total Percent Increase Including Previous Change Orders	<u>10.00%</u>

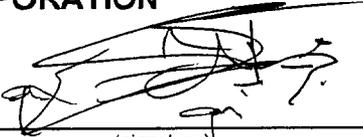
E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **JERUSALEM CORPORATION**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated September 8, 2008.

OWNER: CITY OF PLANO

CONTRACTOR: JERUSALEM CORPORATION

By: _____
(signature)

By: 

(signature)

Print
Name: Thomas H. Muehlenbeck

Print
Name: Jerusalem A. Alhakim

Print
Title: City Manager

Print
Title: President

Date: _____

Date: 1-26-09

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 26 day of January, 2009, by **JERUSALEM A. ALHAKIM, PRESIDENT** of **JERUSALEM CORPORATION**, a **Texas** corporation, on behalf of said corporation.



[Handwritten Signature]

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2009, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/17/09		Reviewed by Legal <i>JS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Sustainability & Environmental Services		Initials	Date	
Department Head	Nancy Nevil		Executive Director	<i>[Signature]</i> 2/16/09	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 2/16/09	
Agenda Coordinator (include phone #): Tiffany Stephens x4264					

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SECOND MODIFICATION OF CONTRACT BY AND BETWEEN OTTO CONTAINER MANAGEMENT L.L.C. AND THE CITY OF PLANO, TEXAS FOR MAINTENANCE, REPAIR, REPLACEMENT AND DISTRIBUTION OF ROLL OUT TRASH AND RECYCLABLE CARTS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 08/09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S): **SUSTAINABILITY & ENVIRONMENTAL SERVICES (045)**

COMMENTS: This item approves price quotes in the amount of \$35,289. Expenditures will be made in the Sustainability & Environmental Services, Environmental Waste Collections cost center within approved budget appropriations. This second modification agreement brings the total annual amount to an estimated \$760,152.

STRATEGIC PLAN GOAL: The Otto Container Management agreement relates to the City's Goal of "Service Excellence."

SUMMARY OF ITEM

The manufacturing cost of a cart has increased almost \$19.00 since the beginning of the contract with OTTO. This increase is due to resin costs going from \$.30 per pound to \$.90 per pound and an additional \$2-3 for steel axles. OTTO also absorbed the 2008 spike in fuel costs. No increase has been requested since 2000 even though the contract allows for a .01 per year increase.

List of Supporting Documents: Second Modification Contract	Other Departments, Boards, Commissions or Agencies
---	--

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SECOND MODIFICATION OF CONTRACT BY AND BETWEEN OTTO CONTAINER MANAGEMENT L.L.C. AND THE CITY OF PLANO, TEXAS FOR MAINTENANCE, REPAIR, REPLACEMENT AND DISTRIBUTION OF ROLL OUT TRASH AND RECYCLABLE CARTS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Second Modification of Contract for maintenance, repair, replacement and distribution of roll out trash and recyclable carts between Otto Container Management L.L.C. and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Second Modification"); and,

WHEREAS, upon full review and consideration of the Second Modification, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or, in his absence, an Executive Director, 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 Second Modification, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager, or in his absence, an Executive Director, is hereby authorized to execute the Second Modification 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 Second Modification.

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

DULY PASSED AND APPROVED this the ____ day of _____, 2009.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS § Second Modification of Contract
 § By and Between City of Plano
 § and Otto Container Management
 COUNTY OF COLLIN § L.L.C.

THIS Second Modification of Agreement (hereinafter "Second Modification") is made and entered into on this the _____ day of _____, 20____, by and between **OTTO CONTAINER MANAGEMENT, L.L.C.** (hereinafter "Contractor") and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City and Contractor entered into an Agreement on February 8, 2001 (hereinafter "Agreement") for the maintenance, repair, replacement and distribution of roll out trash and recyclable carts (hereinafter "Services"); and

WHEREAS, City and Contractor entered into a First Modification of the Agreement on February 8, 2001; and

WHEREAS, City and Contractor desire to further amend said Agreement in certain respects as set forth in this Second Modification.

NOW THEREFORE, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Second Modification and the Agreement, priority of interpretation shall be in the following order: Second Modification, First Modification, Agreement.

IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the parties agree as follows:

I.

Beginning on the effective date of this Second Modification and continuing through the remaining term of the Agreement, **III. Payment** is hereby modified to read in its entirety as follows:

"Contractor shall be compensated for services performed at the rate of forty-four cents (\$.44) per 95 gallon cart per month and

thirty-five cents (\$.41) per 68 gallon cart per month. Contractor shall submit a current inventory of all carts in service along with its invoice to the City by the 5th day of each month. The number of carts in service each month shall be determined by inventory records and new home service requests. A base for the number of carts in the inventory shall be established by mutual agreement of the Contractor and the City at the beginning of the Contract. During the Contract term, the base should be increased by new home service requests. The City shall pay all undisputed invoices within thirty (30) days of receipt.”

II.

For purposes of this Second Modification only, Contractor and City agree to waive the provisions set forth in **IV. Annual Price Adjustment** of the original Agreement.

IN WITNESS WHEREOF, this Modification is effective on the date first written above.

**OTTO CONTAINER MANAGEMENT
L.L.C.**

BY: _____

Name: _____

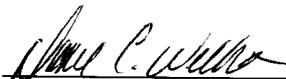
Title: _____

CITY OF PLANO, TEXAS

BY: _____

Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by _____, _____ of **OTTO CONTAINER MANAGEMENT L.L.C.**, a _____ limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2009 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/17/09		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Safety Communications			Date
Department Head	Ron Timmons	Executive Director	01-23-09 	
Dept Signature:		City Manager		
Agenda Coordinator (include phone #): Jim Raney #7954				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano and the Presbyterian Plano Diagnostics Surgery Center for the use of the Allen/Frisco/Plano Trunked Radio System by PPCDS; authorizing its execution by the City Manager or, in his absence, an Executive Director; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2008/2009	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	1,754	0	1,754
BALANCE	0	1,754	0	1,754
FUND(S): INTERGOVERNMENTAL RADIO FUND (017.237)				
COMMENTS: Approval of this item will result in \$2,630 of revenue for the Interlocal Radio System Access Fund. Plano's share is \$1,754. Both Allen and Frisco will receive \$438 each.				
STRATEGIC PLAN GOAL: Agreements for the use of the 800 MHz Trunked Radio Communications System relate to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Staff requests Council approval of an agreement between the Cities of Allen, Frisco, Plano, and the Presbyterian Plano Diagnostics Surgery Center where by the Presbyterian Plano diagnostics Surgery Center would be permitted use of the 800 MHz Trunked Radio communications System that is jointly owned by the Cities of Allen, Frisco, and Plano.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Agreement "Exhibit A"				

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND THE PRESBYTERIAN PLANO DIAGNOSTICS SURGERY CENTER FOR THE USE OF THE ALLEN/FRISCO/PLANO TRUNKED RADIO SYSTEM BY PPCDS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has before it the proposed Agreement by and between the Cities of Allen, Frisco, and Plano, Texas, and the **Presbyterian Plano Diagnostics Surgery Center** attached hereto as Exhibit "A", providing terms and conditions for the use of the Cities of Allen, Frisco, and Plano's trunked radio system by the Presbyterian Plano Diagnostics Surgery Center; and

WHEREAS, the proposed Agreement serves a valid public purpose of interest to the City in that the use of the radio system allows emergency personnel to communicate thereby protecting the health, safety and welfare of residents; 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 of the Agreement should be approved, and that the City Manager or, in his absence, an Executive Director to execute the Agreement on behalf of the City of Plano;

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano, are hereby in all things approved.

Section II. The City Manager or, in his absence, an Executive Director, 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 the first day of November, 2008.

RESOLUTION NO. _____

Page 2

DULY PASSED AND APPROVED this the _____ day of _____
2009.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

AGREEMENT BETWEEN THE CITIES OF ALLEN, FRISCO, PLANO AND THE PRESBYTERIAN PLANO DIAGNOSTICS SURGERY CENTER FOR USE OF THE ALLEN, FRISCO, AND PLANO 800 MHz TRUNKED COMMUNICATIONS SYSTEM

The **CITIES OF PLANO, TEXAS, ALLEN, TEXAS, AND FRISCO, TEXAS**, all municipal corporations, (hereinafter referred to as "Cities"), and the **PRESBYTERIAN PLANO CENTER FOR DIAGNOSTICS SURGERY** a hospital for-profit corporation (hereinafter referred to as "PPCDS"), agree as follows:

WHEREAS, The Cities of Allen, Frisco, and Plano jointly own, operate, and maintain an 800 MHz trunked communications system (hereinafter referred to as "System") for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, PPCDS wishes to use the Cities' System to provide Communications within PPCDS, Buildings and/or Facilities on a day-to-day basis and will have the ability to coordinate with Plano Dispatch in time of emergency.

WHEREAS, the Cities hereby consent to such use of the System by PPCDS, and recognizes that such use benefits PPCDS, and the public health and welfare.

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

I. TERM

The term of this Agreement is for a period of one (1) year, beginning on the 1st day of November 2008, and ending on the 30th day of October 2009, with an optional two (2) year automatic renewal, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by either Plano or PPCDS, as set forth hereafter, this agreement shall automatically renew yearly without further action until its automatic termination on the 30th day of October 2011.

II. OBLIGATIONS OF PARTIES

2.01 Plano shall provide PPCDS with radio identification numbers (aliases). And/or Radio talkgroups (channels) on the Plano system.

2.02 PPCDS shall use the System in accordance with this Agreement to provide interoperability of communications to Plano Dispatch in an emergency and PPCDS and its users on the System only for conducting day-to-day operations specifically identified herein.

2.03 When using the System, PPCDS shall abide by all applicable federal, state, and local laws, rules, and regulations, including any rules and regulations of Allen, Frisco, and Plano Radio System. When PPCDS is using the System for interoperability with Talkgroups other than those provided for by this Agreement, PPCDS shall also abide by the rules for such Talkgroups.

2.04 PPCDS must make written requests to the System Manager for the activation of radios on the System, which must include the model and serial number of the radio, the name of the user, and the required Talkgroups.

2.05 PPCDS shall be responsible for furnishing/purchasing its own radios. Radio Manager must approve radio type and model.

2.06 PPCDS Programming additional units will be performed by the City of Plano Radio shop.

2.07 PPCDS may operate no more than two (2) mobile/portable units on their Talkgroup at any one time.

2.08 PPCDS shall operate on Allen, Frisco, and Plano joint system ONLY for purposes related to their provision of emergency and day-to-day services. Any other use by PPCDS is prohibited.

III. FEES

3.01 The fees assessed against PPCDS and due annually for the services and use of the System are as follows:

(1)	Lease radio airtime (per month, per radio)	\$ 8.56
(2)	Lease Talkgroup (per month, per Talkgroup)	\$ 62.97
(3)	Contract services (per month)	\$ 96.30

None of the charges listed above include the cost of maintenance of mobiles, portables, or control stations/points.

The Cities may increase these fees at the beginning of each renewal period by an amount not to exceed seven percent (7%) of the previous year's fees. The Cities will provide 120 days notice to PPCDS before increasing the fees.

Total Fees for Annual Service

The Cities will calculate the annual fee due based upon seven (7) current radio units in service and one (1) Talkgroup. This amount is subject to change when PPCDS adds or deletes the number of radios and/or Talkgroups in service.

IV. PAYMENT DUE

PPCDS agrees to pay the Cities the annual fees specified under **Article III**. Within thirty (30) days of the receipt of the invoice. Should PPCDS add radios or Talkgroups to the service within a term, PPCDS agrees to pay the additional fees(s) due within thirty (30) days of invoice.

V. TERMINATION

- 5.01** Termination of this Agreement may occur by any of the following:
- (a) Either party may terminate this Agreement at any time by giving ninety (90) days advance written notice. PPCDS shall pay for all fees incurred through the effective date of termination.
 - (b) If the Cities permanently discontinue operation of the System, this Agreement shall terminate on the date of discontinuance without further notice.
 - (c) In the event of any default of any term, this Agreement may be terminated at either party's discretion if the default is not cured within ten (10) days of receipt of written notice identifying the reason for such default.

VI. INDEMNIFICATION

Contractor shall release, defend, indemnify and hold harmless the Cities and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend the Cities against all such Claims.

In their sole discretion, the Cities shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify the Cities, unless such right is expressly waived by the Cities in writing. The Cities reserve the right to provide a portion or all of its own defense; however, the Cities are under no obligation to do so. Any such action by the Cities is not to be construed as a waiver of Contractor's obligation to defend the Cities or as a waiver of Contractor's obligation to indemnify the Cities pursuant to this Contract. Contractor shall retain the Cities approved defense counsel within seven (7) business days of Cities' written notice that Cities are invoking the right to indemnification under this Contract. If Contractor fails to retain Counsel within such time period, the Cities shall have the right to retain defense counsel on their own behalf, and Contractor shall be liable for all costs incurred by Cities.

VII. ASSIGNMENT AND SUBLETTING

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

VIII. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Cities and PPCDS and supersedes all prior negotiations, representations, and/or agreements, either written or oral. The parties may amend this Agreement only by written instrument signed by PPCDS and the Cities, except that execution of an amendment for assignment or subletting only requires the signature of a majority of the Cities.

IX. NOTICES

Unless notified otherwise in writing, all notices required to be given to either party shall be in writing and delivered in person or sent by certified mail to the respective parties at the following addresses:

PPCDS Representative:

Randy J. Hostettler
Facilities Director
Presbyterian Plano Diagnostics Surgery
6020 West Parker Rd
Plano Texas 75093
(972) 403-2823

Plano Representative:

Director of Public Safety Communications
City of Plano
P.O. Box 860358
Plano, TX 75086-0358
(972) 941-7931

Allen Representative:

Police Chief
City of Allen
305 W. McDermott
Allen, Texas 75013

Frisco Representative:

Police Chief
City of Frisco
8750 McKinney Road
Frisco, Texas 75034

X. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Cities have executed this Agreement pursuant to duly authorized action of the City Council of Plano on _____, 200__, the City of Allen on _____, 200__, and the City of Frisco on _____, 200__. PPCDS has executed this Agreement on _____, 200__.

XI. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event,

either party may terminate this Agreement by giving the other party thirty (30) days written notice.

XII. VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

XIII. INTERPRETATION OF AGREEMENT

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

XIV. REMEDIES

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

XV. SUCCESSORS AND ASSIGNS

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

EXECUTED this the ____ day of _____, 200__.

PRESBYTERIAN PLANO DIAGNOSTICS SURGERY

BY: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

BY: _____
Thomas H. Muehlenbeck
City Manager

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

CITY OF ALLEN, TEXAS

BY: _____
Peter H. Vargas, City Manager

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

CITY OF FRISCO, TEXAS

BY: _____
George A. Purefoy, City Manager

APPROVED AS TO FORM:

Rebecca H. Brewer, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 200__, by _____, of **PRESBYTERIAN PLANO DIAGNOSTICS SURGERY**, a hospital for-profit corporation, on behalf of such corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THOMAS H. MUEHLENBECK, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation, acknowledged this instrument before me on the _____ day of _____, 200__.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 200__ by **PETER VARGAS**, City Manager, of the **CITY OF ALLEN, TEXAS**, and a _____, on behalf of such _____.

Notary Public, State of Texas

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 200__ by **GEORGE PUREFOY**, City Manager of the **CITY OF FRISCO, TEXAS**, a _____, on behalf of such _____.

Notary Public, State of Texas

**CITY OF PLANO
COUNCIL AGENDA ITEM**



CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/17/09		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Finance		Initials	Date
Department Head	Denise Tacke	Executive Director		
Dept Signature:		City Manager		
Agenda Coordinator (include phone #):		Katherine Crumbley x-7479		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE INVESTMENT PORTFOLIO SUMMARY FOR THE QUARTER ENDING DECEMBER 31, 2008 PREPARED BY VALLEY VIEW CONSULTING, L.L.C.; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
Quarterly Investment report ending December 31,2008				
List of Supporting Documents: Investment Portfolio Summary		Other Departments, Boards, Commissions or Agencies		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE INVESTMENT PORTFOLIO SUMMARY FOR THE QUARTER ENDING DECEMBER 31, 2008 PREPARED BY VALLEY VIEW CONSULTING, L.L.C.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented the City of Plano's Investment Portfolio Summary for the Quarter Ending December 31, 2008, prepared by Valley View Consulting, L.L.C., 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 2256.023, requires the investment officer to present a written report of the investment portfolio to the governing body and chief executive officer of an investing entity not less than quarterly; 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 December 31, 2008, 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 ____ day of _____, 2009.

Pat Evans, 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

December 31, 2008

Prepared by

Valley View Consulting, L.L.C.

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

Meyer Conklein
Investment Officer

Strategy Summary:

As the economy continued to deteriorate during the fourth quarter, the Federal Open Market Committee (FOMC) reduced the Fed Funds target from 2.00% to "a range between 0 and 0.25%". At the heart of the upheaval are the balance sheets of financial institutions that have amassed unprecedented mortgage portfolio losses. In coordinated efforts, Congress, the Federal Reserve and the Treasury Department have implemented aggressive programs to feed liquidity into a frozen credit market. Despite these interventions, the corporate sector continues to falter. Disclosure of a major Ponzi scheme has further shaken investor confidence and many have fled other markets to the safe harbor of U.S. Treasury securities. As a result, the market sectors available to the City under the Public Fund Investment Act have seen their yields fall dramatically.

Quarter End Results by Investment Category:

Asset Type	Ave. Yield	December 31, 2008		September 30, 2008	
		End Book Value	End Market Value	Begin Book Value	Begin Market Value
Pools/NOW Acct	1.50%	\$279,135,665.79	\$279,135,665.79	\$262,186,498.56	\$262,186,498.56
Certificates of Deposit	2.93%	17,000,000.00	17,000,000.00	11,500,000.00	11,500,000.00
FHLB Notes	4.47%	1,999,509.22	2,030,000.00	8,022,870.55	8,057,843.50
FHLMC Notes	3.31%	9,999,712.14	10,033,030.00	17,993,015.25	18,032,646.00
FNMA Notes	6.81%	997,462.55	1,077,500.00	997,178.44	1,039,060.00
Totals		\$309,132,349.70	\$309,276,195.79	\$300,699,562.80	\$300,816,048.06

Average Yield (1): Total Portfolio 1.68%

This Quarter:	
Rolling Three Mo. Treas. Yield	0.31%
Rolling Six Mo. Treas. Yield	0.74%
TexPool Yield	1.76%

Fiscal Year-to-Date Average Yield (2): Total Portfolio 1.68%

Last 12 Months:	
Rolling Three Mo. Treas. Yield	1.74%
Rolling Six Mo. Treas. Yield	2.16%
TexPool Yield	2.49%

Investment Earnings:

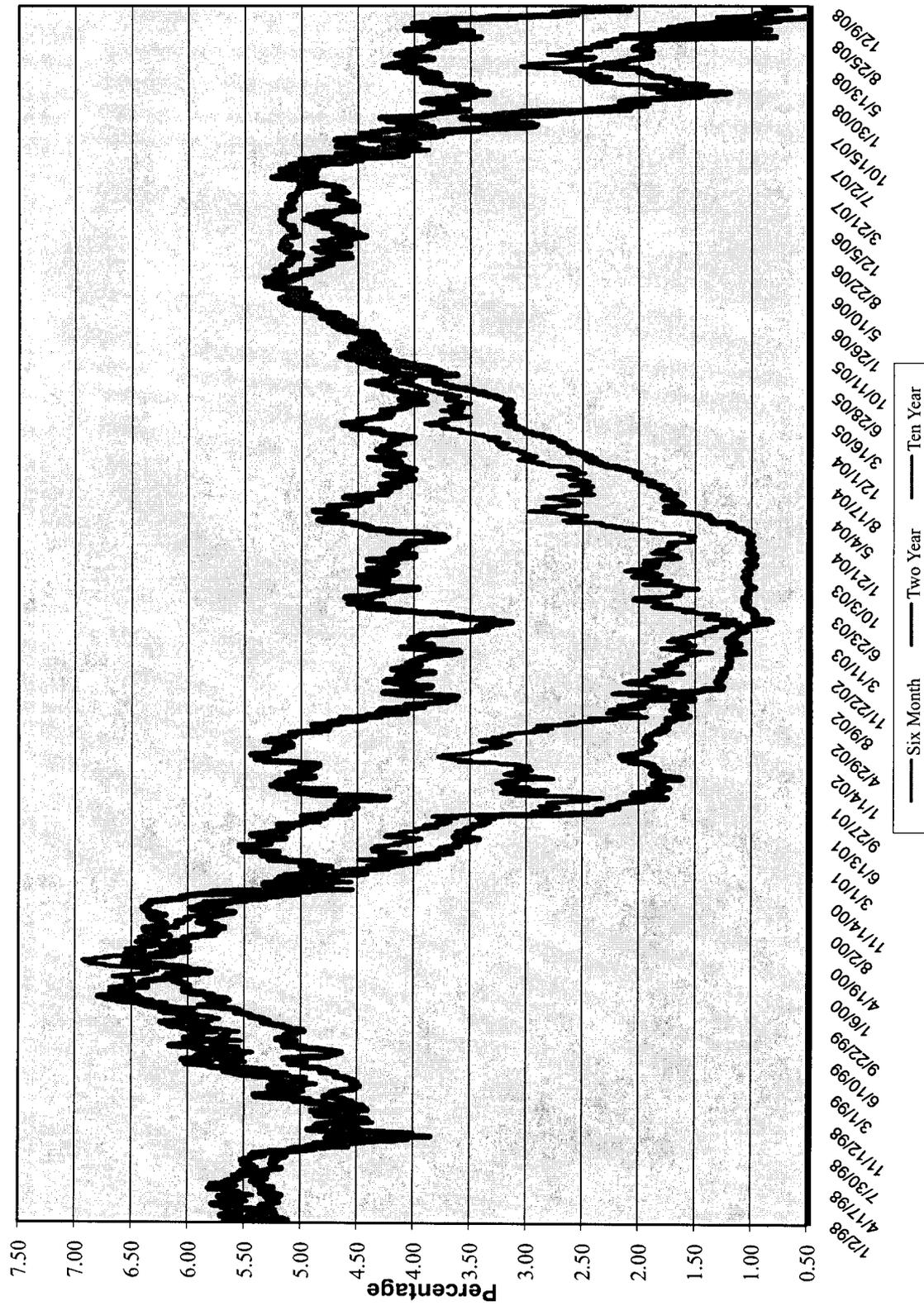
\$1,377,178.12 Quarter
 \$1,377,178.12 Fiscal Year To Date

(1) Average Yield calculated using quarter end report yields and adjusted book values and 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.

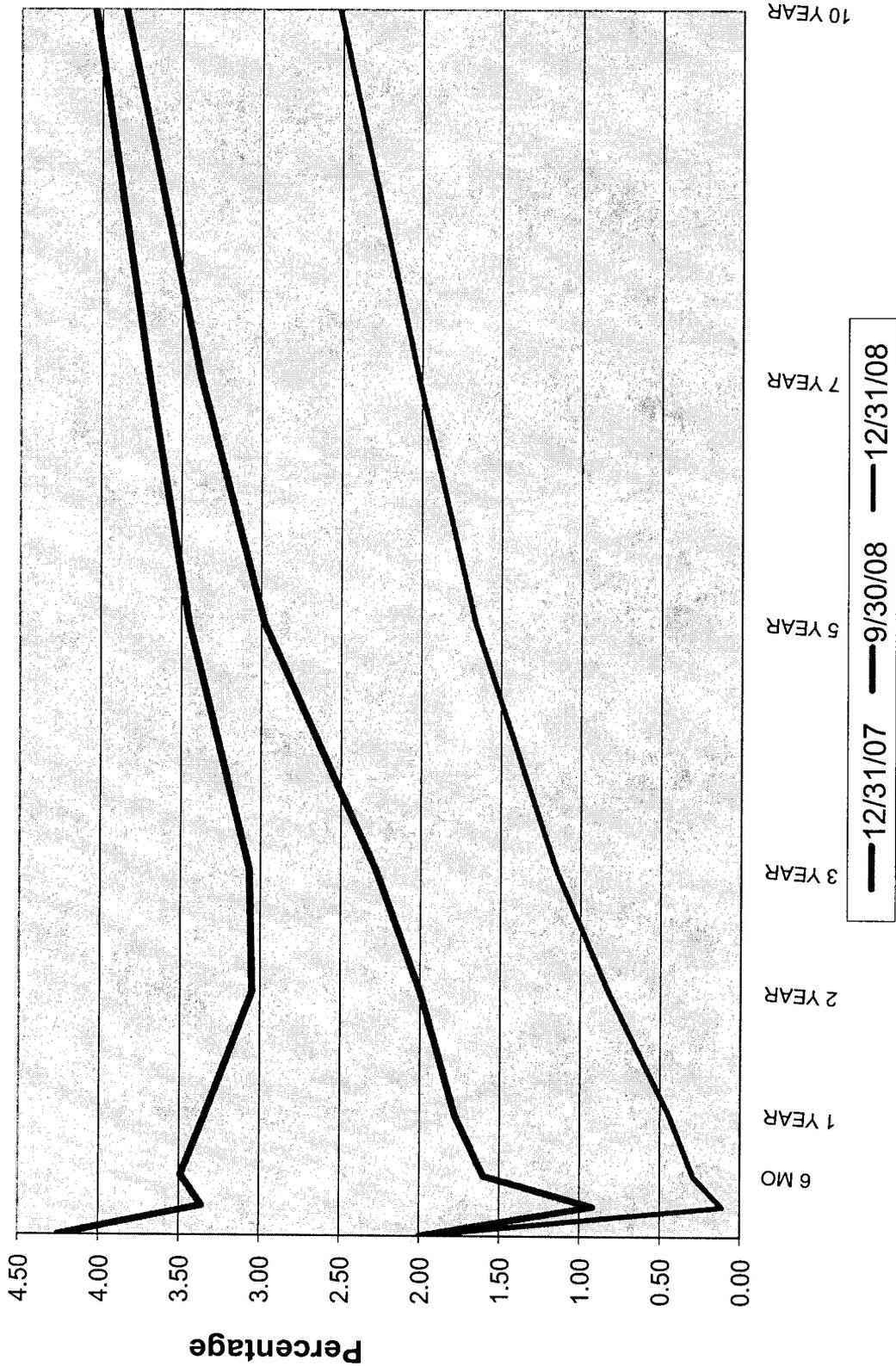
U-4

US Treasury Historical Yields



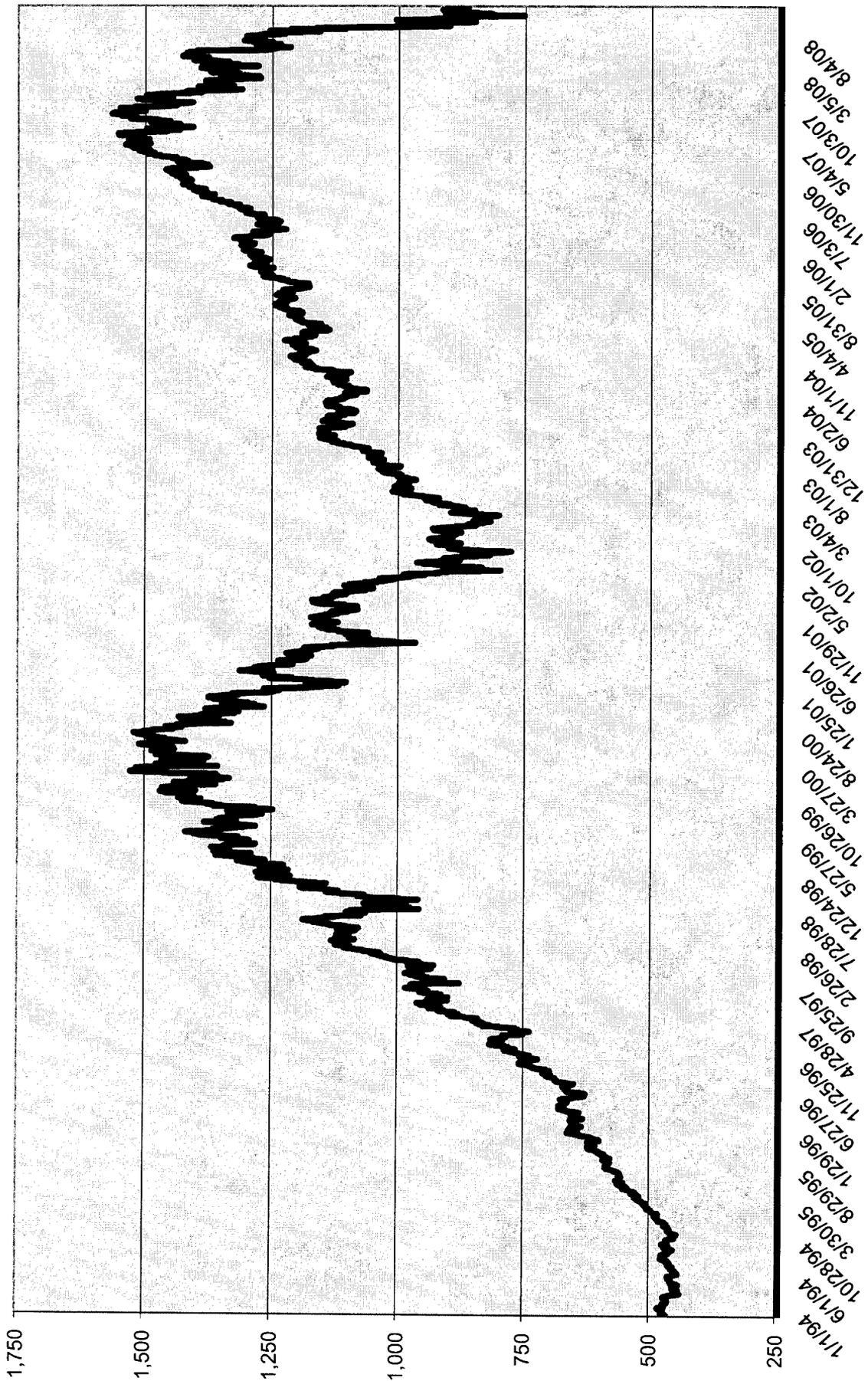
j-5

Treasury Yield Curves



j-6

S&P 500



Detail of Security Holdings By Sector
December 31, 2008

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
Legacy NOW Acct		1.61%	1/1/09	12/31/08		37,393,745.57	37,393,745.57	37,393,745.57	1.000	37,393,745.57	0.03	1.61%
TexPool	AAA	1.49%	1/1/09	12/31/08		241,741,920.22	241,741,920.22	241,741,920.22	1.000	241,741,920.22	0.03	1.49%
Certificate of Deposit		2.69%	7/9/09	12/9/08		7,000,000.00	7,000,000.00	7,000,000.00	1.000	7,000,000.00	6.23	2.69%
Certificate of Deposit		3.09%	12/11/09	12/11/08		10,000,000.00	10,000,000.00	10,000,000.00	1.000	10,000,000.00	11.31	3.09%
FHLB Note	AAA	5.40%	8/20/12	8/20/07	8/20/09	1,000,000.00	1,000,000.00	1,000,000.00	1.027	1,027,190.00	43.54	6.37%
FHLB Note	AAA	5.00%	10/29/12	10/30/07		1,000,000.00	999,375.00	999,509.22	1.003	1,002,810.00	45.84	2.56%
FHLMC Note	AAA	5.00%	7/22/13	7/22/08		2,000,000.00	1,999,687.50	1,999,712.14	1.002	2,004,160.00	54.56	3.05%
FHLMC Note	AAA	4.38%	7/28/11	8/28/08		3,000,000.00	3,000,000.00	3,000,000.00	1.003	3,007,620.00	30.79	4.00%
FHLMC Note	AAA	4.05%	11/21/11	5/21/08		5,000,000.00	5,000,000.00	5,000,000.00	1.004	5,021,250.00	34.59	3.00%
FNMA Note	AAA	5.05%	2/7/11	2/7/06	11/17/03	1,000,000.00	994,375.00	997,462.55	1.078	1,077,500.00	25.18	6.81%
						\$309,135,665.79	\$309,129,103.29	\$309,132,349.70		\$309,276,195.79	2.12	1.68%

(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 for the reporting month is used for bank, pool, and money market investments.

J-8

Detail of Security Holdings By Maturity
December 31, 2008

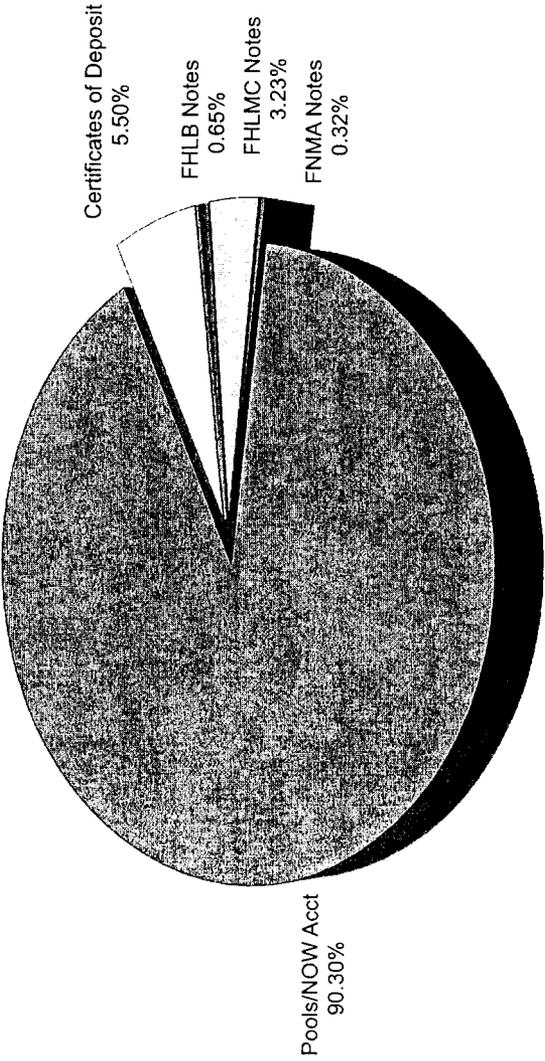
Security Description	Ratings	Coupon/ YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield
Legacy NOW Acct		1.61%	1/1/09	12/31/08		37,393,745.57	37,393,745.57	37,393,745.57	1.00000	37,393,745.57	0.03	1.61%
TexPool	AAA/m	1.49%	1/1/09	12/31/08		241,741,920.22	241,741,920.22	241,741,920.22	1.00000	241,741,920.22	0.03	1.49%
Certificate of Deposit		2.69%	7/9/09	12/9/08		7,000,000.00	7,000,000.00	7,000,000.00	1.00000	7,000,000.00	6.23	2.69%
Certificate of Deposit		3.09%	12/11/09	12/11/08		10,000,000.00	10,000,000.00	10,000,000.00	1.00000	10,000,000.00	11.31	3.09%
FNMA Note	AAA	5.05%	2/7/11	2/7/06	11/17/03	1,000,000.00	994,375.00	997,462.55	1.07750	1,077,500.00	25.18	6.81%
FHLMC Note	AAA	4.38%	7/28/11	8/28/08		3,000,000.00	3,000,000.00	3,000,000.00	1.00254	3,007,620.00	30.79	4.00%
FHLMC Note	AAA	4.05%	11/21/11	5/21/08		5,000,000.00	5,000,000.00	5,000,000.00	1.00425	5,021,250.00	34.59	3.00%
FHLB Note	AAA	5.40%	8/20/12	8/20/07	8/20/09	1,000,000.00	1,000,000.00	1,000,000.00	1.02719	1,027,190.00	43.54	6.37%
FHLB Note	AAA	5.00%	10/29/12	10/30/07		1,000,000.00	999,375.00	999,509.22	1.00281	1,002,810.00	45.84	2.56%
FHLMC Note	AAA	5.00%	7/22/13	7/22/08		2,000,000.00	1,999,687.50	1,999,712.14	1.00208	2,004,160.00	54.56	3.05%
						\$309,135,665.79	\$309,129,103.29	\$309,132,349.70		\$309,276,195.79	2.12	1.68%

(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.

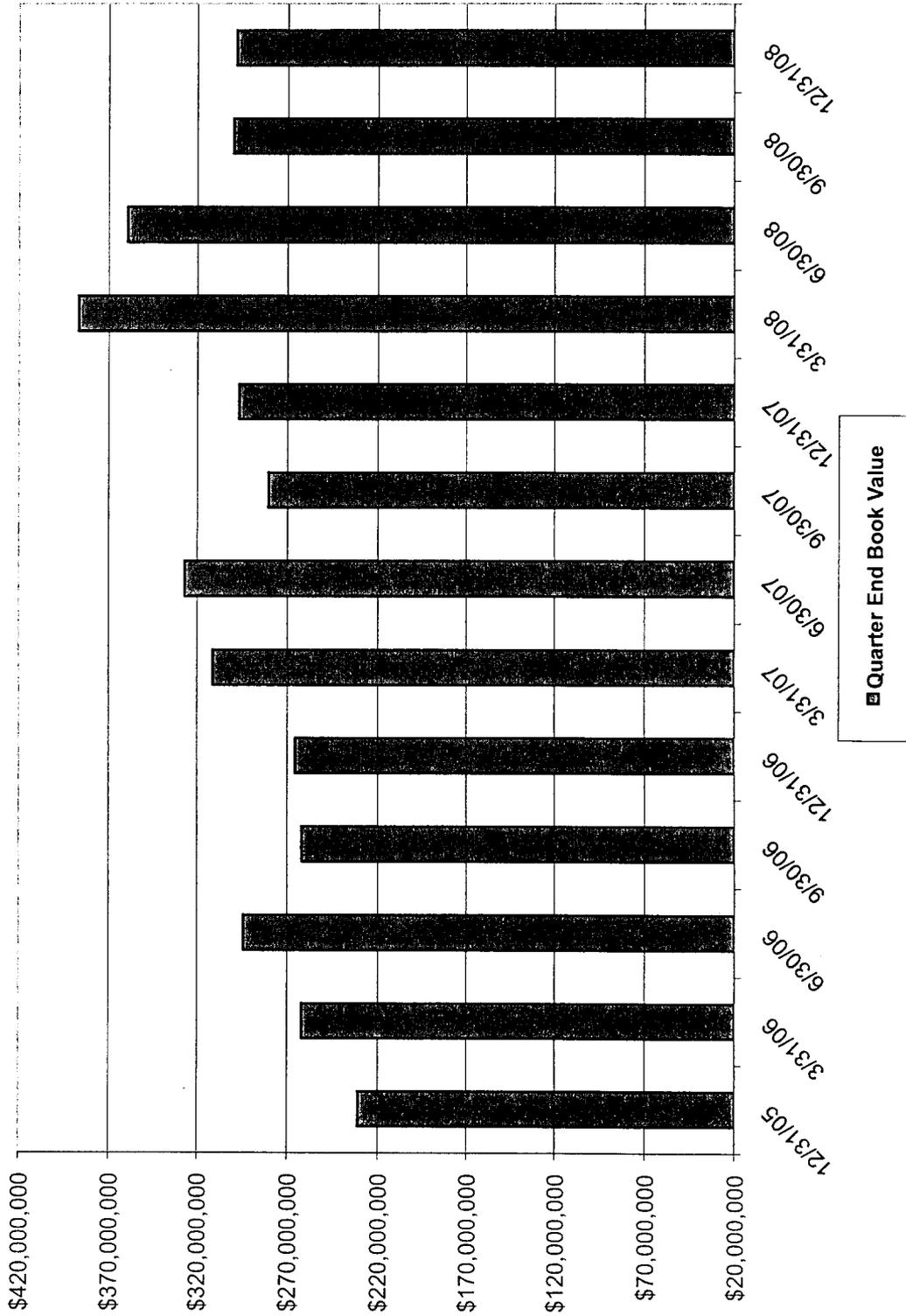
(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market investments.

U-9

**Portfolio Composition
12/31/08**



Total Portfolio



Adjusted Book Value Comparison

Security Description	Coupon/ Yield	Maturity Date	September 30, 2008			December 31, 2008		
			Par Value	Adjusted Book Value	Purchase/ Adjustment	Maturity/Call/ Adjustment	Par Value	Adjusted Book Value
Legacy NOW Acct	2.39%	10/3/08	29,232,671.49	29,232,671.49	-	8,161,074.08	37,393,745.57	37,393,745.57
TexPool	2.31%	10/3/08	232,953,827.07	232,953,827.07	8,788,093.15	-	241,741,920.22	241,741,920.22
Certificate of Deposit	2.69%	7/9/09	-	-	7,000,000.00	-	7,000,000.00	7,000,000.00
Certificate of Deposit	2.48%	10/31/08	-	-	5,000,000.00	(5,000,000.00)	-	-
Certificate of Deposit	4.47%	11/26/08	3,500,000.00	3,500,000.00	-	(3,500,000.00)	-	-
Certificate of Deposit	3.47%	11/20/08	4,500,000.00	4,500,000.00	-	(4,500,000.00)	-	-
Certificate of Deposit	4.47%	11/26/08	3,500,000.00	3,500,000.00	-	(3,500,000.00)	-	-
Certificate of Deposit	2.46%	12/24/08	-	-	5,000,000.00	(5,000,000.00)	-	-
Certificate of Deposit	3.09%	12/11/09	-	-	10,000,000.00	-	10,000,000.00	10,000,000.00
FHLB Note	4.38%	10/3/08	1,000,000.00	999,956.51	-	(999,956.51)	-	-
FHLB Note	5.40%	8/20/12	1,000,000.00	1,000,000.00	-	-	1,000,000.00	1,000,000.00
FHLB Note	5.10%	10/15/12	2,025,000.00	2,023,953.62	-	(2,023,953.62)	-	-
FHLB Note	5.00%	10/29/12	2,000,000.00	1,998,960.42	-	(999,451.20)	1,000,000.00	999,509.22
FHLB Note	5.00%	11/28/12	2,000,000.00	2,000,000.00	-	(2,000,000.00)	-	-
FHLMC Note	4.90%	11/3/08	1,000,000.00	999,913.09	13.95	(999,913.09)	-	-
FHLMC Note	5.00%	7/22/13	2,000,000.00	1,999,698.19	-	-	2,000,000.00	1,999,712.14
FHLMC Note	4.30%	6/30/11	3,000,000.00	3,000,000.00	-	(3,000,000.00)	-	-
FHLMC Note	4.38%	7/28/11	3,000,000.00	3,000,000.00	-	-	3,000,000.00	3,000,000.00
FHLMC Note	4.50%	8/25/11	2,000,000.00	1,998,184.05	-	(1,998,184.05)	-	-
FHLMC Note	4.00%	6/3/11	2,000,000.00	1,995,219.92	-	(1,995,219.92)	-	-
FHLMC Note	4.05%	11/21/11	5,000,000.00	5,000,000.00	-	-	5,000,000.00	5,000,000.00
FNMA Note	5.05%	2/7/11	1,000,000.00	997,178.44	284.11	-	1,000,000.00	997,462.55
TOTAL			\$300,711,498.56	\$300,699,562.80	\$35,788,391.21	(\$27,355,604.31)	\$309,135,665.79	\$309,132,349.70

j-12

Market Value Comparison

Security Description	Coupon/ Discount	Maturity Date	September 30, 2008		December 31, 2008	
			Par Value	Market Value	Par Value	Market Value
Legacy NOW Acct	2.39%	10/3/08	29,232,671.49	29,232,671.49	37,393,745.57	37,393,745.57
TexPool	2.31%	10/3/08	232,953,827.07	232,953,827.07	241,741,920.22	241,741,920.22
Certificate of Deposit	2.69%	7/9/09	-	-	7,000,000.00	7,000,000.00
Certificate of Deposit	2.48%	10/31/08	-	-	-	-
Certificate of Deposit	4.47%	11/26/08	3,500,000.00	3,500,000.00	(3,500,000.00)	-
Certificate of Deposit	3.47%	11/20/08	4,500,000.00	4,500,000.00	(4,500,000.00)	-
Certificate of Deposit	4.47%	11/26/08	3,500,000.00	3,500,000.00	(3,500,000.00)	-
Certificate of Deposit	2.46%	12/24/08	-	-	-	-
Certificate of Deposit	3.09%	12/11/09	-	-	10,000,000.00	10,000,000.00
FHLB Note	4.38%	10/3/08	1,000,000.00	1,000,000.00	(1,000,000.00)	-
FHLB Note	5.40%	8/20/12	1,000,000.00	1,021,560.00	5,630.00	1,027,190.00
FHLB Note	5.10%	10/15/12	2,025,000.00	2,026,903.50	(2,026,903.50)	-
FHLB Note	5.00%	10/29/12	2,000,000.00	2,003,760.00	(1,000,950.00)	1,002,810.00
FHLB Note	5.00%	11/28/12	2,000,000.00	2,005,620.00	(2,005,620.00)	-
FHLMC Note	4.90%	11/3/08	1,000,000.00	1,001,430.00	(1,001,430.00)	-
FHLMC Note	5.00%	7/22/13	2,000,000.00	2,013,812.00	(9,652.00)	2,004,160.00
FHLMC Note	4.30%	6/30/11	3,000,000.00	3,000,420.00	(3,000,420.00)	-
FHLMC Note	4.38%	7/28/11	3,000,000.00	3,002,952.00	4,668.00	3,007,620.00
FHLMC Note	4.50%	8/25/11	2,000,000.00	2,004,312.00	(2,004,312.00)	-
FHLMC Note	4.00%	6/3/11	2,000,000.00	2,001,920.00	(2,001,920.00)	-
FHLMC Note	4.05%	11/21/11	5,000,000.00	5,007,800.00	13,450.00	5,021,250.00
FNMA Note	5.05%	2/7/11	1,000,000.00	1,039,060.00	38,440.00	1,077,500.00
TOTAL			\$300,711,498.56	\$300,816,048.06	\$309,135,665.79	\$309,276,195.79

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Disclaimer

These reports were compiled using information provided by the City of Plano. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

j-14

Allocation **December 31, 2008**

Book Value	% Equity in Treasury Pool	Book Value Fund Allocation *
General Fund	15.34%	47,418,120.50
Debt Service Funds	6.17%	19,083,854.19
Capital Projects Funds	39.60%	122,407,627.48
Enterprise Funds	12.93%	39,958,301.98
Special Revenue Funds	7.75%	23,970,435.53
Internal Service Funds	12.57%	38,857,462.42
Fiduciary Funds	5.64%	17,436,547.59
Totals	100.00%	309,132,349.70

Market Value	% Equity in Treasury Pool	Market Value Fund Allocation *
General Fund	15.34%	47,440,185.20
Debt Service Funds	6.17%	19,092,734.32
Capital Projects Funds	39.60%	122,464,586.45
Enterprise Funds	12.93%	39,976,895.46
Special Revenue Funds	7.75%	23,981,589.50
Internal Service Funds	12.57%	38,875,543.66
Fiduciary Funds	5.64%	17,444,661.20
Totals	100.00%	309,276,195.79

* Based on equity at the end of the period

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/17/2009		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Finance		Initials	Date	
Department Head	Denise Tacke		Executive Director		
Dept Signature:		City Manager			
Agenda Coordinator (include phone #):		Katherine Crumbley X7479			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AMENDED ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND DIODES INCORPORATED, A DELAWARE CORPORATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	12,391,869		12,391,869
Amount Approved by Council	0	-553,900	-2,666,750	-3,220,650
This Item	0	-207,273	-552,727	-760,000
BALANCE	0	-11,630,696	-3,219,477	-8,411,219

FUND(s): **ECONOMIC DEVELOPMENT INCENTIVE FUND**

COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's Goal of Diverse Business Center

SUMMARY OF ITEM

An amended resolution for a request from Diodes Incorporated for an Economic Development Incentive to relocate its business and commercial activities to the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. Diodes Incorporated agrees to occupy not less than 40,000 square feet. They agree to retain, transfer or create 30 full time jobs by 12/31/10 and increase that number to 110 by 12/31/2013. This amendment modifies the periods of performance by one year.

List of Supporting Documents:
Economic Development Incentive Agreement
Redline Copy of Agreement showing changes

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and Diodes Incorporated, a Delaware Corporation, (hereinafter referred to as the “Company”), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of the manufacture and supply of high-quality application specific standard products within the broad discrete and analog semiconductor markets; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate its business and commercial activities to the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, Company agrees to occupy 40,000 square feet of office space to be located on 15.5 acres at the southwest corner of Communications Parkway and Legacy Drive in the City of Plano, Texas (the “Property”); construct real property improvements on the Property having a minimum taxable value of not less than Five Million Five Hundred Thousand Dollars (\$5,500,000.00); add Two Million Dollars (\$2,000,000.00) in new business personal property improvements to the facility; and

WHEREAS, Company agrees to transfer or create at least 30 full time jobs on the Property by December 31, 2010 and a total of not less than 110 full time jobs by December 31, 2013, and thereafter maintain those positions on the Property for the full term of this Agreement; and

Deleted: 09

Deleted: 2

WHEREAS, the investment in real and personal property improvements and the creation or transfer full time jobs will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV’T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and the City’s inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

Deleted:

K-2

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

**Article I
Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Commencement Date” shall mean the earlier of the occupancy of the Property or December 31, 2010, whichever occurs first.

Deleted: 09

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company’s operations in Plano.

“Job Equivalent” shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours annually.

**Article II
Term**

The term of this Agreement shall begin on the Commencement Date and continue until December 31, 2020, unless sooner terminated as provided herein.

Deleted: 19

**Article III
Obligations of Company**

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to the following:

(a) Invest Five Million Five Hundred Thousand Dollars (\$5,500,000.00) in new real property improvements associated with a 40,000 square foot office space facility on or before December 31, 2010;

Deleted: 09

(b) Invest Two Million Dollars (\$2,000,000.00) in new personal property improvements on the Property on or before December 31, 2010;

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(c) Create or transfer at least 30 Job Equivalents to the Property on or before December 31, 2010, employ not less than a total of 110 Job Equivalents on the Property by December 31, 2013, and to maintain these Job Equivalents on the Property for the full term of this Agreement;

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Deleted: 2

(d) Use reasonable efforts to utilize Plano hotels as preferred locations for any Company sponsored events that involve over-night stays; and

(e) Use reasonable efforts to relocate all company managed employees from California and Dallas to residential units within the City of Plano.

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Seven Hundred and Sixty Thousand Dollars (\$760,000.00) for the transfer or creation of Job Equivalents as described below in Section 4.02.

4.02 **Grant Payments.** Payment of the cash grant shall be made as follows: An initial payment shall be made to Company of Two Hundred and Seven Thousand Two Hundred and Seventy Three Dollars (\$207,273.00) to be paid within thirty (30) days after the Company completes the real and personal property improvements to the Property and verifies to the City on the Initial Certification attached hereto as Exhibit "A" that it has created or transferred 30 Job Equivalents to the Property. The Company shall verify on the Certification attached hereto as Exhibit "B" that it is entitled to receive additional payments for each group of not less than 20 new Job Equivalents (above the initial base number of 30) that are added to the Property at a rate of Six Thousand Nine Hundred and Nine Dollars (\$6,909.00) per Job Equivalent up to a maximum of 80 additional Job Equivalents created prior to December 31, 2013.

Deleted: 2

4.03 **Refunds.**

(a) In the event the Company, for any 180 consecutive days during the term of this Agreement, allows new Job Equivalents at the Property to fall below the number for which they have received grant funds under this Agreement, and such drop is not the result of an Event of Force Majeure, Company shall refund to City an amount equal to Six Thousand Nine Hundred and Nine Dollars (\$6,909.00) for each job equivalent that falls below the required number. For the purposes of determining whether the City is due a refund under this section, the Company's Chief Financial Officer shall certify to the City by January 31, 2011, and by January 31 of each year thereafter during the term of this agreement the actual number of Job Equivalents at the Property for the preceding calendar year using the Certificate Form attached as Exhibit "C". All refunds under this Agreement shall be due within 30 days of written demand for payment.

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(b) In the event the Company, at any time during the term of this Agreement, is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement

Deleted:

together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the violation.

**Article V
Termination**

5.01 This Agreement terminates upon any one or more of the following:

(a) By mutual written agreement of the parties;

(b) Upon expiration of the Term;

(c) By either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided that such 30 day period shall be extended if the default is of a nature that cannot reasonably be cured within such 30 day period and further provided that the remedy is being diligently pursued); and

(d) By either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

5.02 **Effect of Termination.** The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise provided herein. All rights and obligations set forth above shall survive the termination of this Agreement.

**Article VI
Miscellaneous**

6.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

6.02 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among

Deleted:

the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

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

6.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:
City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

With a copy to:
City of Plano, Texas
Attention: Diane Wetherbee
City Attorney
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

If intended for the Company: (if before relocation)
Diodes Incorporated
Attention: Mr. Rick White
15660 North Dallas Parkway, Suite 850
Dallas, TX 75248

6.05 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.06 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

Deleted:

K-6

6.07 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

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

6.09 **Recitals.** The recitals to this Agreement are incorporated herein.

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

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

6.12 **Dispute Resolution.** Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

EXECUTED on this _____ day of _____, 2009.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

Diane Zucco, CITY SECRETARY

By:

Thomas H. Muehlenbeck
CITY MANAGER

Deleted: _____

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

DIODES INCORPORATED,
a Delaware Corporation

By: _____
Name
Title

Deleted: _____

EXHIBIT "A"

CERTIFICATE OF COMPLIANCE

I hereby certify that DIODES INCORPORATED has complied with the requirements of Article III (a) and (b) of the Agreement to Resolution NO. _____ and has transferred or created 30 Job Equivalents on the Property as of _____, and is entitled to receive payment under the terms of the Agreement.

ATTEST:

DIODES INCORPORATED,
a Delaware Corporation

By: _____
Name
Title

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

Deleted: _____

EXHIBIT "B"

**CERTIFICATE OF COMPLIANCE
(Additional Job Equivalents)**

I hereby certify that DIODES INCORPORATED has, pursuant to the provisions of Section 4.02 of the Agreement to Resolution NO. _____ transferred or created _____ additional Job Equivalents on the Property as of _____, and is entitled to receive payment under the terms of the Agreement.

ATTEST:

DIODES INCORPORATED,
a Delaware Corporation

By: _____

Name
Title

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

Deleted: _____

EXHIBIT "C"

ANNUAL CERTIFICATE OF COMPLIANCE

I hereby certify that Diodes Incorporated is in compliance with each applicable term as set forth in the Agreement to Resolution No. _____(R) as of _____. Job Equivalents on the Premises for which a grant payment was received have not fallen below _____ for any 180 consecutive day period since the commencement of this Agreement. If the number herein reported is below the number required to be maintained pursuant the Agreement I certify that the City of Plano has been refunded the appropriate amount as required by Section 4.03 of the Agreement. This form is due on January 31st of each year this Agreement is in force.

ATTEST:

DIODES INCORPORATED
a Delaware Corporation

By: _____
Name
Title

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

Deleted: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AMENDED ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND DIODES INCORPORATED, A DELAWARE CORPORATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano, Texas approved an Economic Development Incentive Agreement (“Agreement”) by and between the City of Plano, Texas and Diodes Incorporated, a Delaware corporation, on June 9, 2008 by Resolution No. 2008-6-11(R); and

WHEREAS, the City Council has been presented a proposed amendment to the Agreement, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Amended Agreement”); and,

WHEREAS, upon full review and consideration of the Amended Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or, in his absence, an Executive Director, 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 Amended Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager, or in his absence, an Executive Director, is hereby authorized to execute the Amended 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 Amended Agreement.

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

DULY PASSED AND APPROVED this the ____ day of _____, 2009.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
(AMENDED)**

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City"), and Diodes Incorporated, a Delaware Corporation, (hereinafter referred to as the "Company"), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of the manufacture and supply of high-quality application specific standard products within the broad discrete and analog semiconductor markets; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate its business and commercial activities to the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, Company agrees to occupy 40,000 square feet of office space to be located on 15.5 acres at the southwest corner of Communications Parkway and Legacy Drive in the City of Plano, Texas (the "Property"); construct real property improvements on the Property having a minimum taxable value of not less than Five Million Five Hundred Thousand Dollars (\$5,500,000.00); add Two Million Dollars (\$2,000,000.00) in new business personal property improvements to the facility; and

WHEREAS, Company agrees to transfer or create at least 30 full time jobs on the Property by December 31, 2010 and a total of not less than 110 full time jobs by December 31, 2013, and thereafter maintain those positions on the Property for the full term of this Agreement; and

WHEREAS, the investment in real and personal property improvements and the creation or transfer full time jobs will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the

objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

**Article I
Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Commencement Date" shall mean the earlier of the occupancy of the Property or December 31, 2010, whichever occurs first.

"Effective Date" shall mean the last date on which all of the parties hereto have executed this Agreement.

"Event of Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in Plano.

"Job Equivalent" shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours annually.

**Article II
Term**

The term of this Agreement shall begin on the Commencement Date and continue until December 31, 2020, unless sooner terminated as provided herein.

**Article III
Obligations of Company**

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to the following:

- (a) Invest Five Million Five Hundred Thousand Dollars (\$5,500,000.00) in new real property improvements associated with a 40,000 square foot office space facility on or before December 31, 2010;

(b) Invest Two Million Dollars (\$2,000,000.00) in new personal property improvements on the Property on or before December 31, 2010;

(c) Create or transfer at least 30 Job Equivalents to the Property on or before December 31, 2010, employ not less than a total of 110 Job Equivalents on the Property by December 31, 2013, and to maintain these Job Equivalents on the Property for the full term of this Agreement;

(d) Use reasonable efforts to utilize Plano hotels as preferred locations for any Company sponsored events that involve over-night stays; and

(e) Use reasonable efforts to relocate all company managed employees from California and Dallas to residential units within the City of Plano.

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Seven Hundred and Sixty Thousand Dollars (\$760,000.00) for the transfer or creation of Job Equivalents as described below in Section 4.02.

4.02 **Grant Payments.** Payment of the cash grant shall be made as follows: An initial payment shall be made to Company of Two Hundred and Seven Thousand Two Hundred and Seventy Three Dollars (\$207,273.00) to be paid within thirty (30) days after the Company completes the real and personal property improvements to the Property and verifies to the City on the Initial Certification attached hereto as Exhibit "A" that it has created or transferred 30 Job Equivalents to the Property. The Company shall verify on the Certification attached hereto as Exhibit "B" that it is entitled to receive additional payments for each group of not less than 20 new Job Equivalents (above the initial base number of 30) that are added to the Property at a rate of Six Thousand Nine Hundred and Nine Dollars (\$6,909.00) per Job Equivalent up to a maximum of 80 additional Job Equivalents created prior to December 31, 2013.

4.03 **Refunds.**

(a) In the event the Company, for any 180 consecutive days during the term of this Agreement, allows new Job Equivalents at the Property to fall below the number for which they have received grant funds under this Agreement, and such drop is not the result of an Event of Force Majeure, Company shall refund to City an amount equal to Six Thousand Nine Hundred and Nine Dollars (\$6,909.00) for each job equivalent that falls below the required number. For the purposes of determining whether the City is due a refund under this section, the Company's Chief Financial Officer shall certify to the City by January 31, 2011 and by January 31 of each year thereafter during the term of this agreement the actual number of Job Equivalents at the Property for the preceding calendar year using the Certificate Form attached as Exhibit "C". All refunds under this Agreement shall be due within 30 days of written demand for payment.

(b) In the event the Company, at any time during the term of this Agreement, is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the violation.

Article V Termination

5.01 This Agreement terminates upon any one or more of the following:

(a) By mutual written agreement of the parties;

(b) Upon expiration of the Term;

(c) By either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided that such 30 day period shall be extended if the default is of a nature that cannot reasonably be cured within such 30 day period and further provided that the remedy is being diligently pursued); and

(d) By either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

5.02 **Effect of Termination.** The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise provided herein. All rights and obligations set forth above shall survive the termination of this Agreement.

Article VI Miscellaneous

6.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its

affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

6.02 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

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

6.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:
City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

With a copy to:
City of Plano, Texas
Attention: Diane Wetherbee
City Attorney
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

If intended for the Company: (if before relocation)
Diodes Incorporated
Attention: Mr. Rick White
15660 North Dallas Parkway, Suite 850
Dallas, TX 75248

6.05 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.06 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle

that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

6.07 **Amendment**. This Agreement may only be amended by the mutual written agreement of the parties.

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

6.09 **Recitals**. The recitals to this Agreement are incorporated herein.

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

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

6.12 **Dispute Resolution**. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

EXECUTED on this 17th day of February, 2009.

[signatures on following page]

ATTEST:

CITY OF PLANO, TEXAS, a home rule
municipal corporation

Diane Zucco, CITY SECRETARY

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

DIODES INCORPORATED,
a Delaware Corporation

By: _____
Name
Title

EXHIBIT "A"

CERTIFICATE OF COMPLIANCE

I hereby certify that DIODES INCORPORATED has complied with the requirements of Article III (a) and (b) of the Agreement to Resolution NO. _____ and has transferred or created 30 Job Equivalents on the Property as of _____, and is entitled to receive payment under the terms of the Agreement.

ATTEST:

DIODES INCORPORATED,
a Delaware Corporation

By: _____
Name
Title

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

EXHIBIT "B"

**CERTIFICATE OF COMPLIANCE
(Additional Job Equivalents)**

I hereby certify that DIODES INCORPORATED has, pursuant to the provisions of Section 4.02 of the Agreement to Resolution NO. _____ transferred or created _____ additional Job Equivalents on the Property as of _____, and is entitled to receive payment under the terms of the Agreement.

ATTEST:

DIODES INCORPORATED,
a Delaware Corporation

By: _____
Name
Title

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

K-21

EXHIBIT "C"

ANNUAL CERTIFICATE OF COMPLIANCE

I hereby certify that Diodes Incorporated is in compliance with each applicable term as set forth in the Agreement to Resolution No. _____(R) as of _____. Job Equivalents on the Premises for which a grant payment was received have not fallen below _____ for any 180 consecutive day period since the commencement of this Agreement. If the number herein reported is below the number required to be maintained pursuant the Agreement I certify that the City of Plano has been refunded the appropriate amount as required by Section 4.03 of the Agreement. This form is due on January 31st of each year this Agreement is in force.

ATTEST:

DIODES INCORPORATED
a Delaware Corporation

By: _____
Name
Title

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

K-22



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/17/09		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	FINANCE		Initials	Date
Department Head	Denise Tacke	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #):		Katherine Crumbley - x7479		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AMENDED AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, TEXAS, AND DIODES INCORPORATED, A DELAWARE CORPORATION, AND PROVIDING FOR A REAL AND BUSINESS PERSONAL PROPERTY TAX ABATEMENT, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2008-2009	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): GENERAL				
COMMENTS: The real property is estimated to have an approximate taxable value of not less \$5,500,000 and the business personal property having a taxable value of not less than \$2,000,000. The proposed tax abatement on the improvements will begin January 1, 2011 and continue through December 31, 2020, and will be equal to 50% for ten (10) years.				
SUMMARY OF ITEM				
This is related to Diodes Incorporated, a Delaware Corporation, amended request for tax abatement on reinvestment zone 114. This amendment modifies the periods of performance by one year.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Tax Abatement Agreement				
Redline copy of agreement showing changes				

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**TAX ABATEMENT AGREEMENT
(AMENDED)**

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This Agreement is entered into by and between the City of Plano, Texas, a home rule municipal corporation of Collin and Denton Counties, Texas, duly acting herein by and through its City Manager, hereinafter referred to as “City”; the County of Collin, Texas, duly acting herein by and through its County Judge, and hereinafter referred to as “County”, and together are hereinafter collectively referred to as “Taxing Units,” and Diodes Incorporated, a Delaware corporation, duly acting by and through its officers, hereinafter “Owner.”

WITNESSETH:

WHEREAS, on the ____ day of _____, 2008, the City Council of the City of Plano, Texas, passed Ordinance No. _____ establishing Reinvestment Zone No. 114, for commercial/industrial tax abatement, hereinafter referred to as the “Ordinance,” as authorized by V.T.C.A. Tax Code, Chapter 312.001, et seq., cited as the Property Redevelopment and Tax Abatement Act, hereinafter referred to as “Act”; and

WHEREAS, the City has adopted a revised policy statement for Tax Abatement by Resolution No. 2007-8-27(R) stating that it elects to be eligible to participate in tax abatement (the “Policy Statement”); and

WHEREAS, the Policy Statement sets forth appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Act; and

WHEREAS, the tax abatement will maintain and enhance the commercial/industrial economic and employment base of the Plano area thereby benefiting both the City and the Taxing Units in accordance with the said Ordinance and Act; and

WHEREAS, the contemplated use of the Real Property, as hereinafter defined, the contemplated improvements to the Real Property in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging development of said Reinvestment Zone No. 114 in accordance with the purposes for its creation and are in compliance with the intent of the Policy Statement and the Ordinance and similar guidelines and criteria adopted by the City and all applicable law.

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

l-2

1. The real property subject to this Agreement is described by metes and bounds in **EXHIBIT "A"** (the "Real Property") and the Improvements as shown on **EXHIBIT "B"** thereon (the "Development") attached hereto and made a part hereof.

2. The tangible personal property subject to this Agreement shall be personal property, excluding inventory and supplies, used within Reinvestment Zone No. 114, which shall be hereinafter referred to as the "Personalty." The Personalty will have an approximate investment value of **Two Million Dollars (\$2,000,000)** and is or will be owned by the Owner and/or their affiliates. Owner shall timely render their personal property value each year to the Central Appraisal District.

3. Owner may not relocate, for purposes of maintaining taxable situs of tangible personal property, the Personalty on the Real Property in other Reinvestment Zones in the City.

JOBS

4. The Owner estimates the proposed development of the Real Property as shown in **EXHIBIT "B"** (the "Development") will result in not less than 30 full-time jobs at the Development when the new office building is completed and increased to a total of not less than 110 full-time jobs by December 31, 2013.

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IMPROVEMENTS

5. The Owner shall complete construction of improvements and/or repairs to the Real Property (hereinafter referred to as Improvements) consisting primarily of new buildings consisting of a total of not less than 40,000 gross square feet of office space with an initial expenditure of not less than **Five Million Five Hundred Thousand Dollars (\$5,500,000)** on or before December 31, 2010, provided that Owner shall have such additional time to complete the Improvements as may be required in the event of "force majeure," if Owner is diligently and faithfully pursuing the completion of the Improvements, or if in the reasonable opinion of the City, the Owner has made substantial progress toward completion of the initial phase of the Improvements. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of Owner including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of Owner), fire, shortages of material and/or labor, explosion or flood, and labor disturbances. The date of completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the City of Plano.

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6. The Owner agrees and covenants that they will diligently and faithfully in a good and workmanlike manner pursue the substantial completion of the Improvements as a good and valuable consideration of this Agreement. Owner further covenants and agrees that all construction of the Improvements will be in accordance with all applicable federal, state and local laws and regulations or valid waiver thereof.

7. The Owner agrees and covenants that they shall occupy not less than 40,000 gross square feet of office space on the Real Property and employ thereon at least 30 full time jobs at time of occupancy and a total of not less than 110 full time jobs by December 31, 2013, referred to herein as the "Purposes."

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DEFAULT

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

(a) The Improvements are not completed in accordance with this Agreement;

(b) Owner allows their real or personal property taxes owed the **City** or **County** on the Real Property, Improvements, or Personalty to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes;

(c) Owner fails to occupy the Improvements for the Purposes set forth in paragraph 7 above on or before December 31, 2010, or

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(d) The initial investment value of the Improvements to Real Property and the initial investment value of Personalty placed on the improved Real Property on or before December 31, 2010, and maintained on the Real Property during the term of this Agreement is less than the minimum amounts set forth in paragraphs 2 and 5 above; or

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(e) Owner fails to employ at least 75% of their employee commitments on or before December 31, 2010, and December 31, 2013, as provided in paragraph 4 above;

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(f) Owner fails to provide annual certification as required in paragraph 11 below; or

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

9. In the event that the Owner defaults under this Agreement then the **City** or **County** shall give the Owner written notice of such default and if the Owner has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, this Agreement may be terminated by the **Taxing Units**; provided, however, that such 30 day period shall be extended if the default is of a nature that cannot be cured within such 30-day period and Owner is diligently pursuing such remedy. Notice shall be in writing as provided below.

Upon the occurrence of an event of default other than under Paragraph 8(b) or 8(g) above and after Owner fails to cure same in accordance herewith, this Agreement shall immediately terminate and all taxes due after the event of default shall be paid in full without the benefit of any abatement.

l-4

The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

10. Upon the occurrence of an event of default under Paragraph 8(b) above or upon the occurrence of an event of default under Paragraph 8(g), then the **City or County** shall give the Owner written notice of such default and if the Owner has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, this Agreement may be terminated by the **Taxing Units** and all taxes, including previously abated taxes which would have been paid to the **Taxing Units** without the benefit of this Agreement, shall become due and owing to the **Taxing Units**, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07.

ANNUAL CERTIFICATION

11. On or before the 1st day of November of each calendar year during the term of this Agreement, the Owner, or its successors or assigns, must provide annual certification (substantially in the form attached as **EXHIBIT "C"** hereto) to the Governing Body of the City certifying compliance with each applicable term of the Agreement.

ASSIGNMENT

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

(a) Assignment to an affiliate of Owner is permissible;

(b) A transfer or assignment of the Real Property and Improvements, or an assignment of this Agreement, by Owner to successors or assigns is permissible wherein the successors or assigns agree to be bound by the terms of this Agreement and Owner shall continue to conduct business on the subject premises.

However, Owner agrees to give written notice to the **Taxing Units** of any assignment or transfer of interest allowed pursuant to subparagraphs (a) and (b) hereof.

ABATEMENT PROVISIONS

13. Subject to the terms and conditions of this Agreement, a portion of ad valorem real and personal property taxes from the Real Property, Improvements, and Personalty otherwise owed to the **Taxing Units** shall be abated as follows:

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

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

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(c) The Owner shall have the right to protest and/or contest any assessment of the Real Property, Improvements or Personalty, and the abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

NOTICE

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

For City by notice to:

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

With copy to:

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

For Taxing Units by notice to:

County of Collin, Texas
Attention: The Honorable Keith Self
County Judge
Collin County Commissioners' Court
210 S. McDonald, Ste. 626

l-6

McKinney, Texas 75069

For Owner by notice to:

Diodes Incorporated
Attn: Rick White
15660 North Dallas Parkway, Suite 850
Dallas, TX 75248

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

MISCELLANEOUS PROVISIONS

15. The Owner further agrees that the **Taxing Units**, their agents and employees, shall have reasonable right (upon reasonable prior notice to Owner) to access the Real Property to inspect the Improvements and Personalty in order to insure that the construction of the Improvements and locations of the Personalty are in accordance with this Agreement and all applicable federal, state, and local laws and regulations. After completion of the Improvements, and **Taxing Units** shall have the continuing right (upon reasonable prior notice to Owner) to inspect the Real Property and Personalty to insure that the Real Property and Personalty is thereafter maintained, operated and occupied in accordance with this Agreement.

16. It is understood and agreed between the parties that the Owner, in performing its obligations hereunder, is acting independently, and the **Taxing Units** assume no responsibilities or liabilities in connection therewith to third parties and Owner agrees to indemnify and hold harmless **Taxing Units** from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of Owner's default of its obligations hereunder.

17. The **Taxing Units** each represent and warrant that the Real Property, Improvements and Personalty do not include any property that is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving, or having responsibility for the approval of this Agreement.

18. This Amended Agreement was authorized by Resolution of the City Council at its Council meeting on the ___th day of _____, 2008, authorizing the City Manager to execute the Agreement on behalf of the City.

19. This Amended Agreement was authorized by the minutes of the Commissioners' Court of Collin County, Texas, at its meeting on the ___th day of _____, 2008, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Collin County.

20. This Amended Agreement was entered into by Owner pursuant to authority granted by its officer, whereby the officer of the corporation was authorized to execute this Agreement on behalf of Owner.

21. This instrument shall constitute a valid and binding agreement between the City and Owner when executed in accordance herewith, regardless of whether the County executes this Agreement. This shall constitute a valid and binding Agreement between the County and Owner when executed on behalf of said parties, for the abatement of the County's taxes in accordance therewith.

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

This Agreement is performable in Collin County, Texas. Signed this _____th day of _____, 2008.

ATTEST:

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

Diane Zucco, CITY SECRETARY

Thomas H. Muehlenbeck, CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

COMMISSIONERS' COURT OF COLLIN COUNTY

Keith Self, Successor to Ronald L. Harris,
COUNTY JUDGE

ATTEST:

DIODES INCORPORATED, a Delaware
corporation

By: _____

Name
Title

EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 114
Real Property
Metes and Bounds

EXHIBIT "B"
THE DEVELOPMENT
REINVESTMENT ZONE NO. 114

Site Plan/Map of Project

EXHIBIT "C"
CERTIFICATION FORM
REINVESTMENT ZONE NO. 114

This letter certifies that Diodes Incorporated is in compliance with each applicable term as set forth in the Agreement to Resolution No. _____(R) as of _____, 20____. The term of this agreement is January 1, 2011, through December 31, 2020. This form is due on November 1 of each year this tax abatement is in force.

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ATTEST:

DIODES INCORPORATED, a Delaware corporation

_____ By: _____
Name
Title

NOTE: This certification form should be mailed to: City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

l-11

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AMENDED AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, TEXAS, AND DIODES INCORPORATED, A DELAWARE CORPORATION, AND PROVIDING FOR A REAL AND BUSINESS PERSONAL PROPERTY TAX ABATEMENT, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved a Tax Abatement Agreement with Diodes Incorporated, Inc., a Delaware Corporation, on June 9, 2008 with the passage of Resolution No. 2008-6-10(R); and

WHEREAS, the City Council has been presented a proposed Amended Tax Abatement Agreement by and between the City of Plano, Texas, and Diodes Incorporated, a Delaware Corporation, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Amendment"); and

WHEREAS, upon full review and consideration of the Amendment and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or in his absence an Executive Director, 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:

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 interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager, or in his absence an Executive Director, is hereby authorized to execute the Amendment 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 from and after its passage.

DULY PASSED AND APPROVED this the 17th day February, 2009.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**TAX ABATEMENT AGREEMENT
(AMENDED)**

This Amended Agreement ("Agreement") is entered into by and between the City of Plano, Texas, a home rule municipal corporation of Collin and Denton Counties, Texas, duly acting herein by and through its City Manager, hereinafter referred to as "City"; the County of Collin, Texas, duly acting herein by and through its County Judge, and hereinafter referred to as "County", and together are hereinafter collectively referred to as "Taxing Units," and Diodes Incorporated, a Delaware corporation, duly acting by and through its officers, hereinafter "Owner."

WITNESSETH:

WHEREAS, on the 9th day of June, 2008, the City Council of the City of Plano, Texas, passed Ordinance No. 2008-6-9 establishing Reinvestment Zone No. 114, for commercial/industrial tax abatement, hereinafter referred to as the "Ordinance," as authorized by V.T.C.A. Tax Code, Chapter 312.001, et seq., cited as the Property Redevelopment and Tax Abatement Act, hereinafter referred to as "Act"; and

WHEREAS, the City has adopted a revised policy statement for Tax Abatement by Resolution No. 2007-8-27(R) stating that it elects to be eligible to participate in tax abatement (the "Policy Statement"); and

WHEREAS, the Policy Statement sets forth appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Act; and

WHEREAS, the tax abatement will maintain and enhance the commercial/industrial economic and employment base of the Plano area thereby benefiting both the City and the Taxing Units in accordance with the said Ordinance and Act; and

WHEREAS, the contemplated use of the Real Property, as hereinafter defined, the contemplated improvements to the Real Property in the amount as set forth in this Amended Agreement and the other terms hereof are consistent with encouraging development of said Reinvestment Zone No. 114 in accordance with the purposes for its creation and are in compliance with the intent of the Policy Statement and the Ordinance and similar guidelines and criteria adopted by the City and all applicable law.

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

1. The real property subject to this Agreement is described by metes and bounds in **EXHIBIT "A"** (the "Real Property") and the Improvements as shown on **EXHIBIT "B"** thereon (the "Development") attached hereto and made a part hereof.

2. The tangible personal property subject to this Agreement shall be personal property, excluding inventory and supplies, used within Reinvestment Zone No. 114, which shall be hereinafter referred to as the "Personalty." The Personalty will have an approximate investment value of **Two Million Dollars (\$2,000,000)** and is or will be owned by the Owner and/or their affiliates. Owner shall timely render their personal property value each year to the Central Appraisal District.

3. Owner may not relocate, for purposes of maintaining taxable situs of tangible personal property, the Personalty on the Real Property in other Reinvestment Zones in the City.

JOBS

4. The Owner estimates the proposed development of the Real Property as shown in **EXHIBIT "B"** (the "Development") will result in not less than 30 full-time jobs at the Development when the new office building is completed and increased to a total of not less than 110 full-time jobs by December 31, 2013.

IMPROVEMENTS

5. The Owner shall complete construction of improvements and/or repairs to the Real Property (hereinafter referred to as Improvements) consisting primarily of new buildings consisting of a total of not less than 40,000 gross square feet of office space with an initial expenditure of not less than **Five Million Five Hundred Thousand Dollars (\$5,500,000)** on or before December 31, 2010 provided that Owner shall have such additional time to complete the Improvements as may be required in the event of "force majeure," if Owner is diligently and faithfully pursuing the completion of the Improvements, or if in the reasonable opinion of the City, the Owner has made substantial progress toward completion of the initial phase of the Improvements. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of Owner including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of Owner), fire, shortages of material and/or labor, explosion or flood, and labor disturbances. The date of completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the City of Plano.

6. The Owner agrees and covenants that they will diligently and faithfully in a good and workmanlike manner pursue the substantial completion of the Improvements as a good and valuable consideration of this Agreement. Owner further covenants and agrees that all construction of the Improvements will be in accordance with all applicable federal, state and local laws and regulations or valid waiver thereof.

7. The Owner agrees and covenants that they shall occupy not less than 40,000 gross square feet of office space on the Real Property and employ thereon at least 30 full time jobs at time of

occupancy and a total of not less than 110 full time jobs by December 31, 2013, referred to herein as the "Purposes."

DEFAULT

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

(a) The Improvements are not completed in accordance with this Agreement;

(b) Owner allows their real or personal property taxes owed the **City or County** on the Real Property, Improvements, or Personalty to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes;

(c) Owner fails to occupy the Improvements for the Purposes set forth in paragraph 7 above on or before December 31, 2010 or

(d) The initial investment value of the Improvements to Real Property and the initial investment value of Personalty placed on the improved Real Property on or before December 31, 2010 and maintained on the Real Property during the term of this Agreement is less than the minimum amounts set forth in paragraphs 2 and 5 above; or

(e) Owner fails to employ at least 75% of their employee commitments on or before December 31, 2010 and December 31, 2013, as provided in paragraph 4 above;

(f) Owner fails to provide annual certification as required in paragraph 11 below; or

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

9. In the event that the Owner defaults under this Agreement then the **City or County** shall give the Owner written notice of such default and if the Owner has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, this Agreement may be terminated by the **Taxing Units**; provided, however, that such 30 day period shall be extended if the default is of a nature that cannot be cured within such 30-day period and Owner is diligently pursuing such remedy. Notice shall be in writing as provided below. Upon the occurrence of an event of default other than under Paragraph 8(b) or 8(g) above and after Owner fails to cure same in accordance herewith, this Agreement shall immediately terminate and all taxes due after the event of default shall be paid in full without the benefit of any abatement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

10. Upon the occurrence of an event of default under Paragraph 8(b) above or upon the occurrence of an event of default under Paragraph 8(g), then the **City or County** shall give the Owner

written notice of such default and if the Owner has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, this Agreement may be terminated by the **Taxing Units** and all taxes, including previously abated taxes which would have been paid to the **Taxing Units** without the benefit of this Agreement, shall become due and owing to the **Taxing Units**, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07.

ANNUAL CERTIFICATION

11. On or before the 1st day of November of each calendar year during the term of this Agreement, the Owner, or its successors or assigns, must provide annual certification (substantially in the form attached as **EXHIBIT "C"** hereto) to the Governing Body of the City certifying compliance with each applicable term of the Agreement.

ASSIGNMENT

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

(a) Assignment to an affiliate of Owner is permissible;

(b) A transfer or assignment of the Real Property and Improvements, or an assignment of this Agreement, by Owner to successors or assigns is permissible wherein the successors or assigns agree to be bound by the terms of this Agreement and Owner shall continue to conduct business on the subject premises.

However, Owner agrees to give written notice to the **Taxing Units** of any assignment or transfer of interest allowed pursuant to subparagraphs (a) and (b) hereof.

ABATEMENT PROVISIONS

13. Subject to the terms and conditions of this Agreement, a portion of ad valorem real and personal property taxes from the Real Property, Improvements, and Personalty otherwise owed to the **Taxing Units** shall be abated as follows:

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

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

(c) The Owner shall have the right to protest and/or contest any assessment of the Real Property, Improvements or Personalty, and the abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

NOTICE

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

For City by notice to:

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

With copy to:

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

For Taxing Units by notice to:

County of Collin, Texas
Attention: The Honorable Keith Self
County Judge
Collin County Commissioners' Court
210 S. McDonald, Ste. 626
McKinney, Texas 75069

For Owner by notice to:

Diodes Incorporated
Attn: Rick White
15660 North Dallas Parkway, Suite 850
Dallas, TX 75248

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

MISCELLANEOUS PROVISIONS

15. The Owner further agrees that the **Taxing Units**, their agents and employees, shall have reasonable right (upon reasonable prior notice to Owner) to access the Real Property to inspect the Improvements and Personalty in order to insure that the construction of the Improvements and locations of the Personalty are in accordance with this Agreement and all applicable federal, state, and local laws and regulations. After completion of the Improvements, and **Taxing Units** shall have the continuing right (upon reasonable prior notice to Owner) to inspect the Real Property and Personalty to insure that the Real Property and Personalty is thereafter maintained, operated and occupied in accordance with this Agreement.

16. It is understood and agreed between the parties that the Owner, in performing its obligations hereunder, is acting independently, and the **Taxing Units** assume no responsibilities or liabilities in connection therewith to third parties and Owner agrees to indemnify and hold harmless **Taxing Units** from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of Owner's default of its obligations hereunder.

17. The **Taxing Units** each represent and warrant that the Real Property, Improvements and Personalty do not include any property that is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving, or having responsibility for the approval of this Agreement.

18. This Amended Agreement was authorized by Resolution of the City Council at its Council meeting on the ___ day of _____, 2009, authorizing the City Manager to execute the Agreement on behalf of the City.

19. This Amended Agreement was authorized by the minutes of the Commissioners' Court of Collin County, Texas, at its meeting on the ___ day of _____, 2009, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Collin County.

20. This Amended Agreement was entered into by Owner pursuant to authority granted by its officer, whereby the officer of the corporation was authorized to execute this Agreement on behalf of Owner.

21. This instrument shall constitute a valid and binding agreement between the **City** and **Owner** when executed in accordance herewith, regardless of whether the **County** executes this

Amended Agreement. This shall constitute a valid and binding agreement between the **County** and Owner when executed on behalf of said parties, for the abatement of the **County's** taxes in accordance therewith.

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

This Agreement is performable in Collin County, Texas. Signed this _____th day of _____, 2009.

ATTEST:

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

Diane Zucco, CITY SECRETARY

Thomas H. Muehlenbeck, CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

COMMISSIONERS' COURT OF COLLIN COUNTY

Keith Self, Successor to Ronald L. Harris,
COUNTY JUDGE

ATTEST:

DIODES INCORPORATED, a Delaware corporation

By: _____
Name
Title

l-20

EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 114
Real Property
Metes and Bounds
16.0258 ACRES

BEING a tract of land out of the Henry Cook Survey, Abstract No. 180 in the City of Plano, Collin County, Texas, being part of the 35.80 acre tract of land described as Tract 12 in deed to West Plano Land Company, L.P., recorded in Collin County Clerk's File No 20060920001358250 of the Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod set with a red plastic cap stamped "KHA" (hereinafter called 5/8" iron rod set) for the north corner of a corner clip at the intersection of the south right-of-way line of Legacy Drive dedicated to the City of Plano according to the plat recorded in Cabinet C, Page 774 of the Map Records of Collin County, Texas and the west right-of-way line of Communications Parkway, dedicated to the City of Plano according to the plat recorded in Cabinet M, Page 30 of the Map Records of Collin County, Texas;

THENCE with said west right-of-way line, the following courses and distances to wit:

- South 45°07'49" East, a distance of 39.63 feet to a 5/8" iron rod set for corner;
- South 00°10'36" East, a distance of 182.00 feet to a 5/8" iron rod set for corner;
- South 01°47'58" East, a distance of 150.06 feet to a 5/8" iron rod set for corner;
- South 00°10'35" East, a distance of 485.64 feet to a 5/8" iron rod set for corner;

THENCE leaving the west right-of-way line of Communications Parkway, South 89°49'25" West, a distance of 843.58 feet to a 5/8" iron rod set in the 36.22 acre tract of land described in deed to Ericsson, recorded in Volume 4549, Page 2263 of the Land Records of Collin County, Texas;

THENCE with the east line of 36.22 acre tract, the following courses and distances to wit:

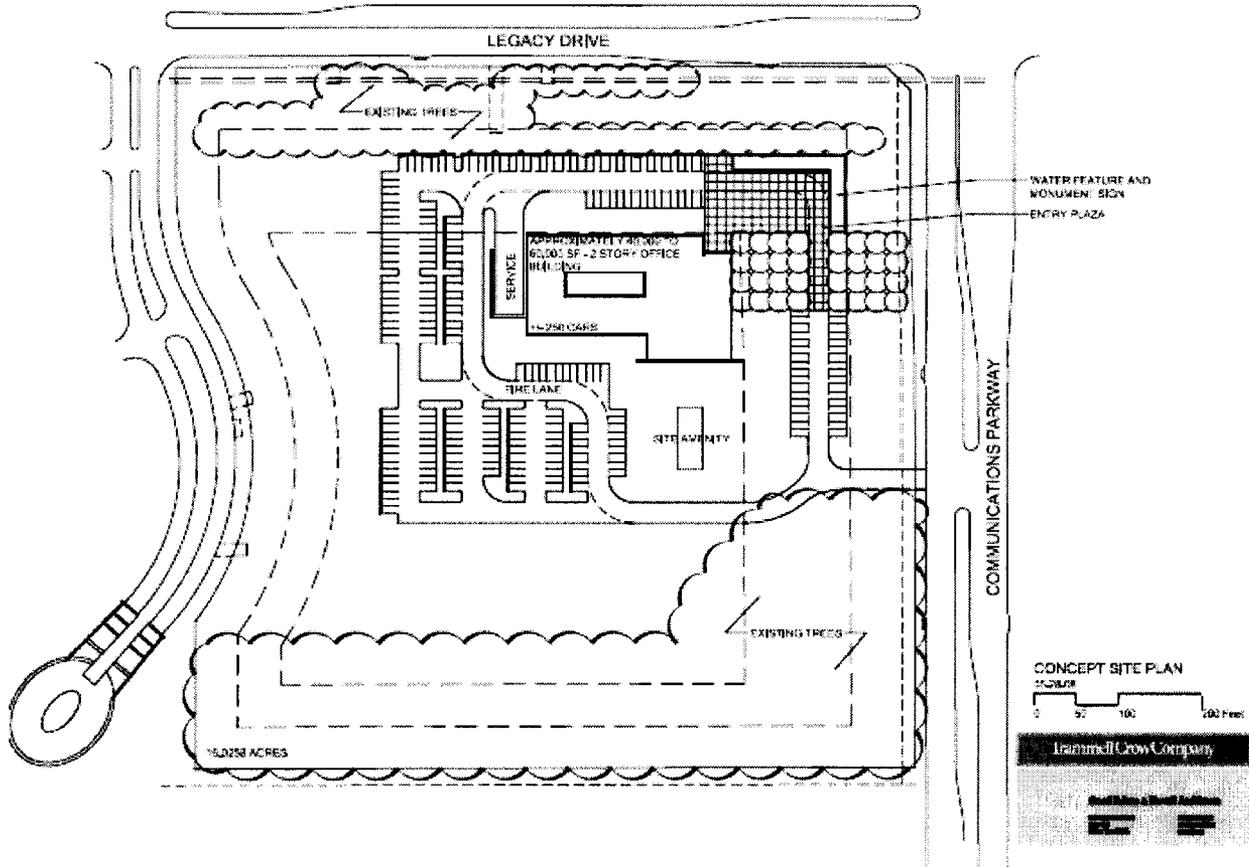
- NORTH a distance of 177.84 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the left with a radius of 335.00 feet, a central angle of 88°03'13", and a chord bearing and distance of North 02°43'52" East, 374.92 feet;
- Northeasterly, with said curve, an arc distance of 397.90 feet to a 5/8" iron rod found for the beginning of a reverse curve to the right with a radius of 280.00 feet, a central angle of 31°17'44", and a chord bearing and distance of North 15°38'52" West, 151.05 feet;
- Northwesterly, with said curve, an arc distance of 152.94 feet to a 5/8" iron rod found for corner;
- NORTH, a distance of 149.31 feet to a 5/8" iron rod set in the south right-of-way line of said Legacy Drive for the beginning of a non-tangent curve to the left with a radius of 2023.56 feet, a central angel of 0°47'06", and a chord bearing and distance of South 89°41'46" East, 27.73 feet;

THENCE with said south right-of-way line, the following courses and distances to wit:

- Southeasterly, with said curve, an arc distance of 27.73 feet to a 5/8" iron rod set for corner;
- North 89°54'41" East, a distance of 803.87 feet to the POINT OF BEGINNING and containing 698,083 square feet or 16.0258 acres of land.

EXHIBIT "B"
THE DEVELOPMENT
REINVESTMENT ZONE NO. 114

Map of Project



1-22

**EXHIBIT "C"
CERTIFICATION FORM
REINVESTMENT ZONE NO. 114**

This letter certifies that Diodes Incorporated is in compliance with each applicable term as set forth in the Agreement to Resolution No. _____(R) as of _____, 20___. The term of this agreement is January 1, 2011 through December 31, 2020. This form is due on November 1 of each year this tax abatement is in force.

ATTEST:

DIODES INCORPORATED, a Delaware corporation

By: _____
Name
Title

NOTE: This certification form should be mailed to:

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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/17/09		Reviewed by Legal <i>WS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	<i>2/16/09</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>2/16/09</i>
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Real Estate Contract by and between Preston Legacy Holdings, L.P., and the City of Plano; authorizing its execution by the City Manager, or in his absence an Executive Director; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years
Budget		110,168	1,924,832	500,000
Encumbered/Expended Amount		-110,168	-140,074	0
This Item		0	-70,082	0
BALANCE		0	1,714,676	500,000
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2008-09 Street Improvement CIP. This item, in the amount of \$70,082, will leave a current year balance of \$1,714,676 for the Preston/Legacy Intersection Improvements project.				
STRATEGIC PLAN GOAL: Easement purchases for intersection improvements relate to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
This contract is for the acquisition of a 0.054 acre Street and Utility Easement from Preston Legacy Holdings, L.P., on their vacant property at the northeast corner of Legacy and Preston. The City will pay \$70,082.00 for the land. The offer was based on an appraisal for the easement.				
The easement is needed for intersection improvements and staff recommends approval.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
N/A		N/A		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A REAL ESTATE CONTRACT BY AND BETWEEN PRESTON LEGACY HOLDINGS, L.P., AND THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Real Estate Contract between Preston Legacy Holdings, L.P., and the City of Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Real Estate Contract"); and

WHEREAS, Engineering recommends to City Council the acquisition of the 0.054 acres in order to obtain a permanent Street and Utility Easement; and

WHEREAS, upon full review and consideration of the Real Estate Contract, staff recommendations, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or in his absence an Executive Director, 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 Real Estate Contract, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager, or in his absence an Executive Director, is hereby authorized to execute the Real Estate Contract 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 Real Estate Contract.

Section III. This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED the _____ day of _____, 2009.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

REAL ESTATE CONTRACT

THIS CONTRACT is entered into as of the effective date as hereinafter defined by and between **PRESTON LEGACY HOLDINGS, LP**, a Texas limited partnership (the "Seller"), and **CITY OF PLANO, TEXAS**, a home rule municipal corporation (the "Purchaser").

WHEREAS, the Purchaser is in need of acquiring a Street and Utility Easement (the "Easement") containing 0.054, acres of land as more particularly described in Exhibit "A" which is attached hereto and made a part hereof by reference.

WHEREAS, Seller and Purchaser have entered into this Contract to provide for the sale and purchase of the Easement.

NOW, THEREFORE, in consideration of the premises and for the further consideration of the terms, provisions, and conditions hereinafter set forth, Seller and Purchaser have agreed as follows:

1. **Agreement to Convey.**

For the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth, Seller has agreed and does hereby agree to sell, grant and convey to the Purchaser the Easement and Purchaser has agreed and does hereby agree to purchase the Easement from the Seller. The Easement will be GRANTED and CONVEYED to Purchaser on the easement form attached as Exhibit "B". The Easement shall be conveyed after the execution of this contract.

2. **Purchase Price.**

The purchase price ("Purchase Price") to be paid for the Easement shall be **SEVENTY FIVE THOUSAND EIGHTY TWO AND NO/100 DOLLARS (\$75,082.00)**. Payment shall be contemporaneous with the conveyance of the Easement.

3. **Policy Insurance.**

Within ten (10) days from the Effective Date (as hereinafter defined) of this Contract, the Purchaser, at the Purchaser's sole cost and expense, shall obtain a current commitment ("Title Commitment") for the issuance of an Owner's Policy of Title Insurance to the Purchaser together with legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment. Purchaser shall have a period of ten (10) days from the delivery of the Title Commitment and the documents referred to therein as conditions or

exceptions to title to the Property, in which to review such items and to deliver to Seller in writing such objections as Purchaser may have to anything contained or set forth in the Title Commitment or title exception documents. Any items to which Purchaser does not object within such period shall be deemed to be permitted exceptions ("Permitted Exceptions"). In the event Purchaser timely objects to any matter contained in the Title Commitment and/or title exception documents as hereinabove provided, Seller shall have a reasonable period of time, not to exceed ten (10) days within which Seller may attempt to cure such objections specified as aforesaid by Purchaser. In the event Seller has been unable or unwilling to cure any such objections as aforesaid, then, and in such event, Purchaser may, at its option, either terminate this Contract or Purchaser may waive any such objection and the transaction contemplated hereby shall be consummated as provided herein.

4. **Partial Release of Lien.**

~~Within ten (10) days from the Effective Date of the Contract~~ Seller shall, at the Seller's sole cost and expense, obtain a Partial Release of Lien on a form provided by the Purchaser covering that portion of the Property subject to the Easement. The Partial Release of Lien shall be obtained from **Florida Etoile, Inc.**, a Florida corporation or its successor in interest. The nature of the lien is more specifically described in Exhibit "C".

SS
closing and at
A

5. **Representations and Warranties of Seller.**

(a) To the best knowledge and belief of Seller there are no parties in possession of any portion of the Easement as lessees, tenants at sufferance or trespassers, and no prescriptive rights will have been acquired in, or have commenced to run against the Easement or any portion thereof.

(c) To the best knowledge and belief of Seller, there is no litigation or similar proceeding pending against the Easement and no litigation or similar proceeding is threatened or contemplated that would affect the Easement or any portion thereof.

(e) No person, firm, partnership, corporation or other entity shall have any right or option to purchase, lease, occupy or use the Easement or any part thereof in such a manner as to interfere with the Easement.

(e) The consummation of the transactions contemplated herein will not violate or constitute a default under any provision of any contract, agreement, regulation, court order, judgment, decree, law or other document or instrument to which Seller is subject or bound and will not violate any other restrictions or prohibition of any kind or character to which Seller is subject.

(f) Seller is duly authorized and empowered to enter into this Contract and to consummate the transactions contemplated hereunder, and any person executing this Contract on behalf of Seller is duly authorized and empowered to do so.

6. Acknowledgments, Covenants and Agreements of Seller.

Seller acknowledges, covenants and agrees with Purchaser as follows:

(a) Purchaser and its agents and representatives shall have full access to the Easement at all times.

(b) No new or additional improvements will be constructed, located or placed on the Easement.

(c) To the best of Seller's knowledge and belief, the Easement does not include any personal property.

(d) During the pendency of this Contract, Seller shall not (without the prior written consent of Purchaser) create, impose or agree to any mortgages, liens, encumbrances, leases, tenancies, licenses, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments or other matters affecting title to the Easement.

(e) This Contract constitutes a full and final settlement for all compensation due Seller for the Easement, including severance damages, if any. Seller hereby releases Purchaser from any and all present or future claims, including any nuisance claims, related to Purchaser's use of said Easement.

(f) The covenants in this Section 5 shall survive the execution of this Contract and the granting of the Easement.

7. Default.

(a) Seller's Default. In the event Seller should fail to consummate this Contract for any reason except Purchaser's default, Purchaser may, at its option, either enforce specific performance of this Contract or terminate this Contract by giving written notice thereof to Seller as its sole and exclusive remedy hereunder. If Seller is unable to cure objections to title exceptions as required by this Contract, Purchaser shall have the right to take the Easement by waiving any objections Purchaser might have to the exceptions. Nothing herein shall be construed to limit the Purchaser's right and power of eminent domain.

(b) Purchaser's Default. In the event Purchaser shall fail to consummate this Contract for any reason except Seller's default, Seller may, at

its option and as its sole and exclusive remedy, either enforce specific performance of this Contract or terminate this Contract by giving written notice thereof to Purchaser. Seller's remedy set forth in this Paragraph 6(b) is exclusive.

8. Right to Possession.

Purchaser shall be entitled to possession upon closing.

9. Nonwaiver.

No waiver by either party or any provision hereof shall be deemed to have been made unless expressed in writing and signed by the party against which enforcement is sought. No delay or omission in the exercise of any right or remedy accruing to either party upon any breach of this Contract by the other party shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other or subsequent breach of the same or any other term, covenant or condition herein contained.

10. Miscellaneous Provisions.

(a) This Contract (including the exhibits attached hereto) embodies the complete and entire agreement between the parties hereto relative to the Property and supersedes all prior negotiations, agreements and understanding relating thereto and may not be varied except by written agreement of such parties.

(b) This Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, heirs and assigns.

(c) This Contract shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas.

(d) In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(e) Any notice to be given or to be served upon any party hereto in connection with this Contract must be in writing and may be given by Certified or Registered Mail and shall be deemed to have been given and received when a Certified or Registered letter containing such notice, properly addressed, with

postage prepaid, is deposited in the United States Mail, and if given otherwise than by Certified or Registered Mail, it shall be deemed to have been given when delivered to and received by the party (or such party's agents or representatives) to whom it is addressed. Such notice shall be given to the parties hereto at the address set forth under their respective signatures below. Any party hereto may, at any time by giving two (2) days' written notice to the other parties hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

(f) This Contract may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(g) The headings used throughout this Contract have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Contract.

(h) Purchaser represents and warrants unto Seller that Purchaser has full power and authority to enter into and consummate this Contract.

(i) The effective date of this Contract shall be the last date of signature of any party set forth below.

(j) Seller and Purchaser each represent to the other that there have been no brokers or real estate commissions incurred as a result of this transaction.

(k) Purchaser shall be responsible for relocating all utilities within the easement.

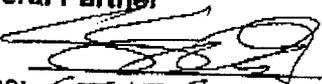
IN WITNESS WHEREOF, the parties have executed this Contract, as of the dates shown below their respective signatures.

SELLER:

**PRESTON LEGACY PARTNERS, LP, a
Texas Limited Partnership**

**BY: PRESTON LEGACY PARTNERS GP,
LLC, a Texas Limited Liability Company, its
General Partner**

Date: 2/9/09

By: 
Name: STEVE SCHEERTZ
Title: MANAGING PARTNER

PURCHASER:

**CITY OF PLANO, TEXAS a Home Rule
Municipal Corporation**

Date: _____

By: _____

THOMAS H. MUEHLENBECK
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

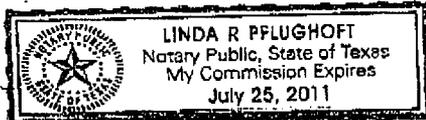
APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 9th day of February, 2009 by Steven O Scheets, Managing Partner of **PRESTON LEGACY PARTNERS GP, LLC**, a Texas Limited Liability Company, General Partner of **PRESTON LEGACY HOLDINGS, LP**, a Texas Limited Partnership, on behalf of said limited partnership.



Linda R. Pflughoft
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

m-8

EXHIBIT "A"

COUNTY: COLLIN
HIGHWAY: SH 289
PROJECT LIMITS

Page 1 of 3
January 23, 2008

At: State Highway 289 Interchange at Legacy Drive
CSJ: 0091-05-055

Field Note Description for Parcel 4

BEING 2,370 square feet of land, more or less, in the Jesse Stiff, Abstract Number 793, City of Plano, Collin County, Texas, and being part of LOT 3, BLOCK 1 of the REVISED CONVEYANCE PLAT OF LOTS 2R, 3, 4, 5, 6 & 7, BLOCK 1 OF THE CONVEYANCE PLAT OF LEGACY CORPORATE CENTER, an addition to the City of Plano, as recorded in Collin County Clerk File Number 20070607010001950, Plat Records of Collin County, Texas, and also being part of a tract of land as described in Special Warranty Deed to Preston Legacy Holdings, LP, as recorded in Collin County Clerk File Number 20070612000796430, Official Public Records of Real Property of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the northwest corner of said LOT 3;

THENCE South 00 degrees 08 minutes 07 seconds East along the west line of said LOT 3, a distance of 219.57 feet to a five-eighths inch steel rebar with TxDOT aluminum disk set for the POINT OF BEGINNING in the new north right of way line of Legacy Drive;

1. **THENCE** North 89 degrees 48 minutes 14 seconds East, along the new north right of way line of said Legacy Drive, a distance of 161.07 feet to a five-eighths inch steel rebar with TxDOT aluminum disk set for corner;
2. **THENCE** South 77 degrees 02 minutes 35 seconds East, continuing along the new north right of way line of said Legacy Drive, a distance of 32.73 feet a five-eighths inch steel rebar with TxDOT aluminum disk set for corner in the east line of said LOT 3;
3. **THENCE** South 00 degrees 08 minutes 07 seconds East, along the east line of said LOT 3, a distance of 11.13 feet to the southeast corner of said LOT 3, in a curve to the left and in the existing north right of way line of Legacy Drive (variable width right of way), from which a 5/8-inch steel rebar with yellow plastic cap found (controlling monument) bears South 83 degrees 42 minutes 30 seconds East, a distance of 7.46 feet;
4. **THENCE** along the existing north right of way line of said Legacy Drive and along said curve to the left having a central angle of 06 degrees 16 minutes 05 seconds, a radius of 1,213.50 feet, a chord bearing of North 87 degrees 01 minutes 17 seconds West, a chord distance of 132.69 feet, an arc distance of 132.76 feet to a 5/8-inch steel rebar with yellow plastic cap found (controlling monument) for the point of tangency;

EXHIBIT "A"

COUNTY: COLLIN
HIGHWAY: SH 289
PROJECT LIMITS

Page 2 of 3
January 23, 2008

At: State Highway 289 Interchange at Legacy Drive

CSJ: 0091-05-055

Field Note Description for Parcel 4

- 5. **THENCE** South 89 degrees 56 minutes 54 seconds West, continuing along the existing north right of way line of said Legacy Drive, a distance of 60.45 feet to the southwest corner of said LOT 3, from which a 5/8-inch steel rebar with yellow plastic cap found (controlling monument) bears South 89 degrees 56 minutes 54 seconds West, a distance of 154.91 feet;
- 6. **THENCE** North 00 degrees 08 minutes 07 seconds West, along the west line of said LOT 3, a distance of 11.08 feet to the POINT OF BEGINNING and containing 2,370 square feet (0.054 acres) of land, more or less.

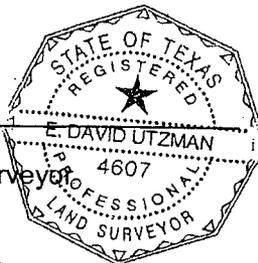
This description accompanies a parcel map of even date herewith.

Access is allowed to the highway facility from the remainder of the abutting property:

All bearings are based on the Texas Coordinate System of 1983 (1993 Adj.), North Central Zone. All coordinates shown are surface values and may be converted to grid by dividing by the TxDOT conversion factor of 1.000152710.

FIELD NOTES PREPARED FROM FIELDWORK PERFORMED IN 2007 AND 2008.

E. David Utzman
Registered Professional Land Surveyor
Texas No. 4607



03/12/08
Date

Arredondo, Zepeda & Brunz, LLC.
11355 McCree Road
Dallas, Texas 75238
(214) 341-9900/(214) 341-9925 - Fax

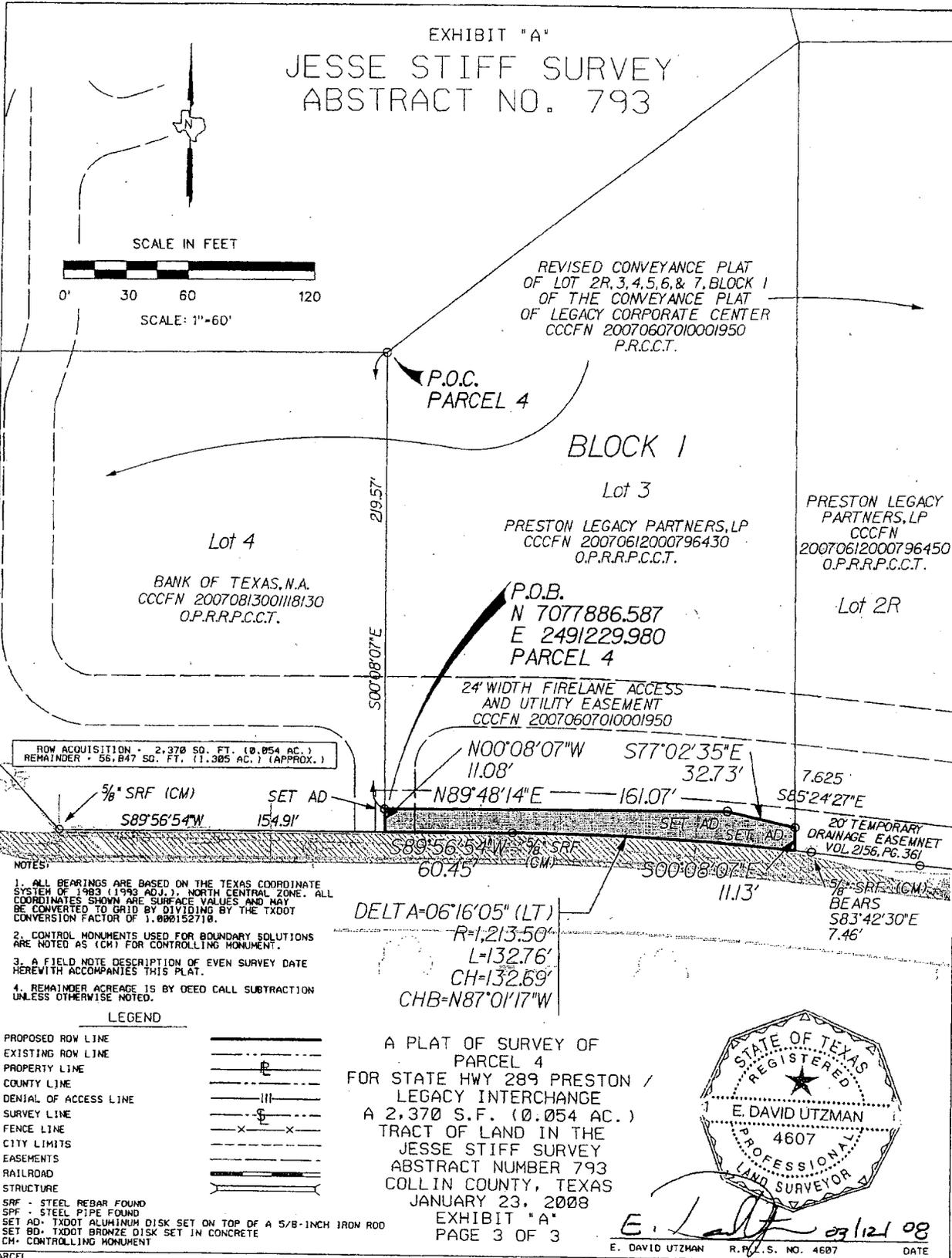


EXHIBIT "B"

STREET AND UTILITY EASEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THAT, PRESTON LEGACY HOLDINGS, LP, a Texas limited partnership, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, does hereby **SELL, GRANT and CONVEY** to the Grantee an easement for street and utility purposes and the right to lay out, open, operate, construct, reconstruct and perpetually maintain street and utility facilities (the "Facilities"), together with all necessary incidental improvements and appurtenances, in, under, along, upon and across certain real property located in the City of Plano, Collin County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth herein (the "Easement Property").

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, and with the right of access across Grantor's adjacent property for ingress and egress to the Easement Property for the purpose of constructing, reconstructing and maintaining the Facilities, and all incidental improvements and for making connections therewith. Grantee shall have the right to

m-12

EXHIBIT "A"
The Easement Property

COUNTY: COLLIN
HIGHWAY: SH 289
PROJECT LIMITS

Page 1 of 3
January 23, 2008

At: State Highway 289 Interchange at Legacy Drive
CSJ: 0091-05-055

Field Note Description for Parcel 4

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EXHIBIT "A"
The Easement Property

COUNTY: COLLIN
HIGHWAY: SH 289
PROJECT LIMITS

Page 2 of 3
January 23, 2008

At: State Highway 289 Interchange at Legacy Drive

CSJ: 0091-05-055

Field Note Description for Parcel 4

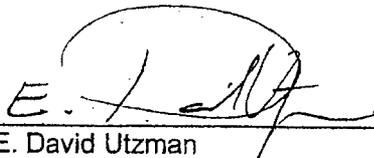
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This description accompanies a parcel map of even date herewith.

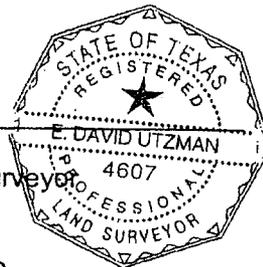
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FIELD NOTES PREPARED FROM FIELDWORK PERFORMED IN 2007 AND 2008.



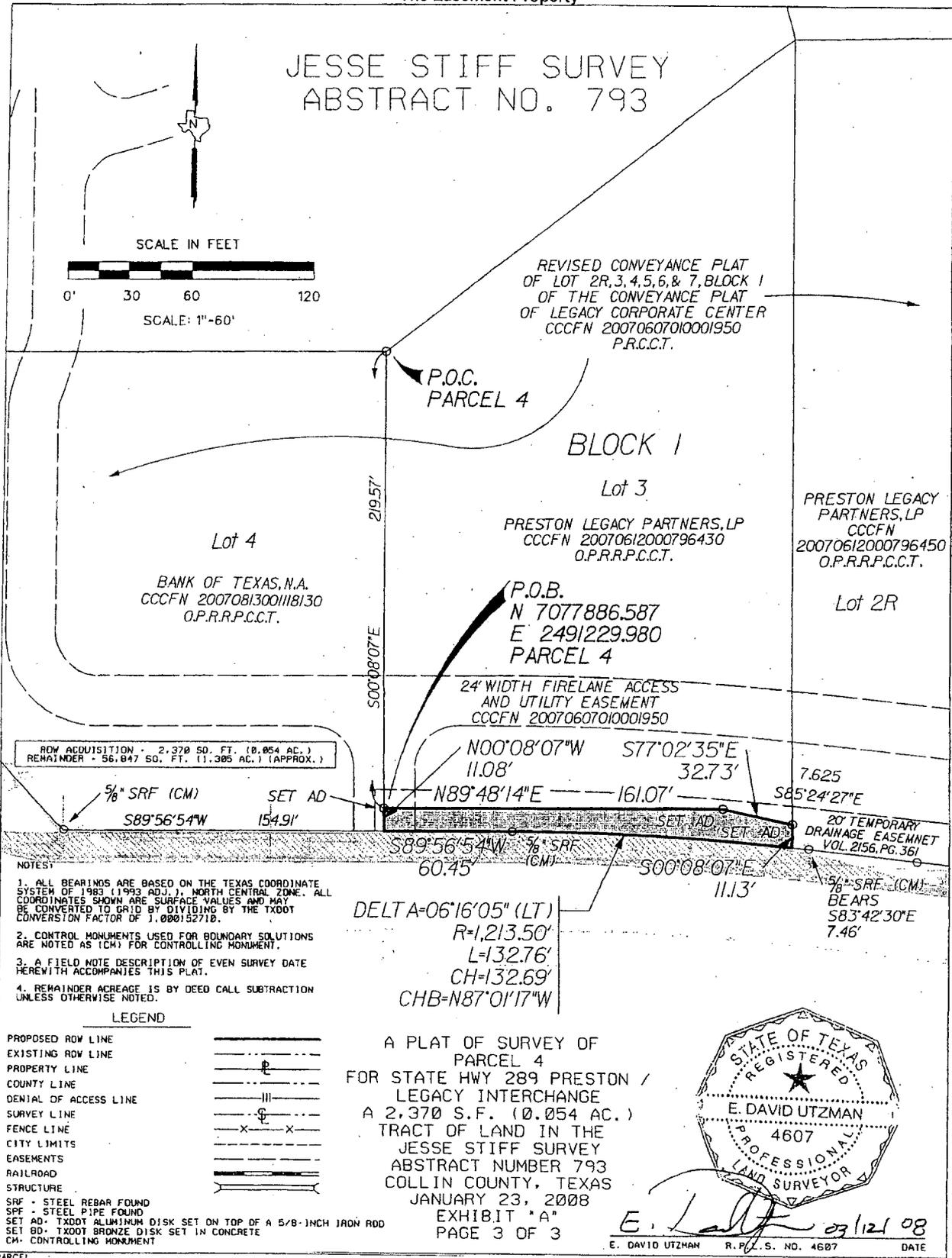
E. David Utzman
Registered Professional Land Surveyor
Texas No. 4607



03/12/08
Date

Arredondo, Zepeda & Brunz, LLC.
11355 McCree Road
Dallas, Texas 75238
(214) 341-9900/(214) 341-9925 - Fax

EXHIBIT "A"
The Easement Property

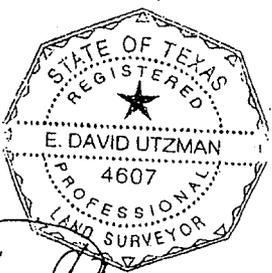


- NOTES:
1. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (1993 ADJ.), NORTH CENTRAL ZONE. ALL COORDINATES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT CONVERSION FACTOR OF 1.000152710.
 2. CONTROL MONUMENTS USED FOR BOUNDARY SOLUTIONS ARE NOTED AS (CM) FOR CONTROLLING MONUMENT.
 3. A FIELD NOTE DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.
 4. REMAINDER ACREAGE IS BY DEED CALL SUBTRACTION UNLESS OTHERWISE NOTED.

LEGEND

PROPOSED ROW LINE	—————
EXISTING ROW LINE	-----
PROPERTY LINE	—————
COUNTY LINE	—————
DENIAL OF ACCESS LINE	—————
SURVEY LINE	—————
FENCE LINE	—X—X—
CITY LIMITS	—————
EASEMENTS	—————
RAILROAD	—————
STRUCTURE	—————
SRF - STEEL REBAR FOUND	—————
SPF - STEEL PIPE FOUND	—————
SET AD - TXDOT ALUMINUM DISK SET ON TOP OF A 5/8-INCH IRON ROD	—————
SET BD - TXDOT BRONZE DISK SET IN CONCRETE	—————
CM - CONTROLLING MONUMENT	—————

A PLAT OF SURVEY OF
PARCEL 4
FOR STATE HWY 289 PRESTON /
LEGACY INTERCHANGE
A 2,370 S.F. (0.054 AC.)
TRACT OF LAND IN THE
JESSE STIFF SURVEY
ABSTRACT NUMBER 793
COLLIN COUNTY, TEXAS
JANUARY 23, 2008
EXHIBIT "A"
PAGE 3 OF 3



E. David Utzman 03/12/08
E. DAVID UTZMAN R.P.L.S. NO. 4607 DATE

EXHIBIT "C"

PARTIAL RELEASE OF LIEN

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

The undersigned is the present legal and equitable owner and holder of the following:

Deed of Trust from Preston Legacy Holdings, L.P., a Texas limited partnership to Dale Parsons, Trustee, dated 06/08/2007, filed 06/12/2007, cc# 20070612000796440, Real Property Records of Collin County, Texas, securing a note in the sum of \$1,347,365.00, payable to Florida Etoile, Inc., a Florida corporation, and securing other indebtedness as described therein, if any. Additionally secured by a Vendor's Lien retained in Deed filed 06/12/2007, cc# 20070612000796430, Real Property Records, Collin County, Texas.

(The above described documents and liens are hereinafter called the "Lien").

For good and valuable consideration paid to the undersigned, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby releases and discharges the Lien from the property located in the City of Plano, Collin County, Texas, fully described in the attached Exhibit "A" which is made a part hereof by reference.

This Partial Release of Lien only affects a release of the Lien as against the property described in Exhibit "A." It does not affect any other lien or liens that the undersigned may have against any other property. This Partial Release of Lien also affects the release of any other interest if any, that the undersigned may have in property described in Exhibit "A."

m-16

SIGNED this _____ day of _____, 2008.

FLORIDA ETOILE, INC., a Florida corporation

By: _____
Name: _____
Title: _____
Address: _____

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2008, by _____ of FLORIDA ETOILE, INC., a Florida corporation, on behalf of said corporation.

Notary Public, State of _____

After Recording Return To:
City Attorney's Office
City Of Plano, Texas
P. O. Box 860358
Plano, Texas 75086-0358

EXHIBIT "A"

COUNTY: COLLIN
HIGHWAY: SH 289
PROJECT LIMITS

Page 1 of 3
January 23, 2008

At: State Highway 289 Interchange at Legacy Drive
CSJ: 0091-05-055

Field Note Description for Parcel 4

BEING 2,370 square feet of land, more or less, in the Jesse Stiff, Abstract Number 793, City of Plano, Collin County, Texas, and being part of LOT 3, BLOCK 1 of the REVISED CONVEYANCE PLAT OF LOTS 2R, 3, 4, 5, 6 & 7, BLOCK 1 OF THE CONVEYANCE PLAT OF LEGACY CORPORATE CENTER, an addition to the City of Plano, as recorded in Collin County Clerk File Number 20070607010001950, Plat Records of Collin County, Texas, and also being part of a tract of land as described in Special Warranty Deed to Preston Legacy Holdings, LP, as recorded in Collin County Clerk File Number 20070612000796430, Official Public Records of Real Property of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the northwest corner of said LOT 3;

THENCE South 00 degrees 08 minutes 07 seconds East along the west line of said LOT 3, a distance of 219.57 feet to a five-eighths inch steel rebar with TxDOT aluminum disk set for the POINT OF BEGINNING in the new north right of way line of Legacy Drive;

1. **THENCE** North 89 degrees 48 minutes 14 seconds East, along the new north right of way line of said Legacy Drive, a distance of 161.07 feet to a five-eighths inch steel rebar with TxDOT aluminum disk set for corner;
2. **THENCE** South 77 degrees 02 minutes 35 seconds East, continuing along the new north right of way line of said Legacy Drive, a distance of 32.73 feet a five-eighths inch steel rebar with TxDOT aluminum disk set for corner in the east line of said LOT 3;
3. **THENCE** South 00 degrees 08 minutes 07 seconds East, along the east line of said LOT 3, a distance of 11.13 feet to the southeast corner of said LOT 3, in a curve to the left and in the existing north right of way line of Legacy Drive (variable width right of way), from which a 5/8-inch steel rebar with yellow plastic cap found (controlling monument) bears South 83 degrees 42 minutes 30 seconds East, a distance of 7.46 feet;
4. **THENCE** along the existing north right of way line of said Legacy Drive and along said curve to the left having a central angle of 06 degrees 16 minutes 05 seconds, a radius of 1,213.50 feet, a chord bearing of North 87 degrees 01 minutes 17 seconds West, a chord distance of 132.69 feet, an arc distance of 132.76 feet to a 5/8-inch steel rebar with yellow plastic cap found (controlling monument) for the point of tangency;

EXHIBIT "A"

COUNTY: COLLIN
HIGHWAY: SH 289
PROJECT LIMITS

Page 2 of 3
January 23, 2008

At: State Highway 289 Interchange at Legacy Drive

CSJ: 0091-05-055

Field Note Description for Parcel 4

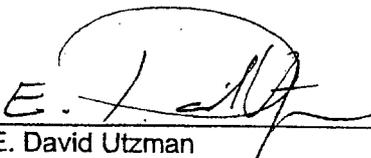
- 5. **THENCE** South 89 degrees 56 minutes 54 seconds West, continuing along the existing north right of way line of said Legacy Drive, a distance of 60.45 feet to the southwest corner of said LOT 3, from which a 5/8-inch steel rebar with yellow plastic cap found (controlling monument) bears South 89 degrees 56 minutes 54 seconds West, a distance of 154.91 feet;
- 6. **THENCE** North 00 degrees 08 minutes 07 seconds West, along the west line of said LOT 3, a distance of 11.08 feet to the POINT OF BEGINNING and containing 2,370 square feet (0.054 acres) of land, more or less.

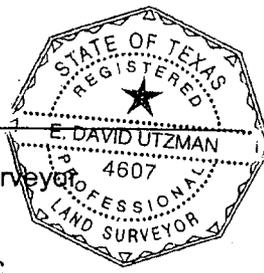
This description accompanies a parcel map of even date herewith.

Access is allowed to the highway facility from the remainder of the abutting property.

All bearings are based on the Texas Coordinate System of 1983 (1993 Adj.), North Central Zone. All coordinates shown are surface values and may be converted to grid by dividing by the TxDOT conversion factor of 1.000152710.

FIELD NOTES PREPARED FROM FIELDWORK PERFORMED IN 2007 AND 2008.

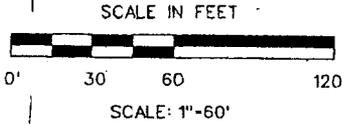

 E. David Utzman
 Registered Professional Land Surveyor
 Texas No. 4607



03/12/08
Date

Arredondo, Zepeda & Brunz, LLC.
11355 McCree Road
Dallas, Texas 75238
(214) 341-9900/(214) 341-9925 - Fax

EXHIBIT "A"
JESSE STIFF SURVEY
ABSTRACT NO. 793



REVISED CONVEYANCE PLAT
OF LOT 2R, 3, 4, 5, 6, & 7, BLOCK 1
OF THE CONVEYANCE PLAT
OF LEGACY CORPORATE CENTER
CCCFN 20070607010001950
P.R.C.C.T.

P.O.C.
PARCEL 4

BLOCK 1

Lot 3

PRESTON LEGACY PARTNERS, LP
CCCFN 20070612000796430
O.P.R.R.P.C.C.T.

PRESTON LEGACY
PARTNERS, LP
CCCFN
20070612000796450
O.P.R.R.P.C.C.T.

Lot 2R

Lot 4

BANK OF TEXAS, N.A.
CCCFN 20070813001118130
O.P.R.R.P.C.C.T.

P.O.B.
N 7077886.587
E 2491229.980
PARCEL 4

24' WIDTH FIRELANE ACCESS
AND UTILITY EASEMENT
CCCFN 20070607010001950

RDV ACQUISITION - 2,370 SQ. FT. (0.054 AC.)
REMAINDER - 56,847 SQ. FT. (1.305 AC.) (APPROX.)

5/8" SRF (CM)
S89°56'54"W

SET AD
154.91'

N00°08'07"W 11.08'
S77°02'35"E 32.73'
N89°48'14"E 161.07'

7.625
S85°24'27"E

S89°56'54"W 60.45'
5/8" SRF (CM)

500'08'07"E 11.13'

20' TEMPORARY
DRAINAGE EASEMENT
VOL. 2156, PG. 36

5/8" SRF (CM)
BEARS
S83°42'30"E
7.46'

NOTES:

1. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (1993 ADJ.), NORTH CENTRAL ZONE. ALL COORDINATES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT CONVERSION FACTOR OF 1.000152710.
2. CONTROL MONUMENTS USED FOR BOUNDARY SOLUTIONS ARE NOTED AS (CM) FOR CONTROLLING MONUMENT.
3. A FIELD NOTE DESCRIPTION OF EVEN SURVEY DATE HERewith ACCOMPANIES THIS PLAT.
4. REMAINDER ACREAGE IS BY DEED CALL SUBTRACTION UNLESS OTHERWISE NOTED.

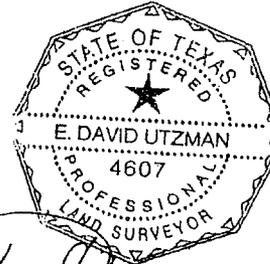
DELTA=06°16'05" (LT)
R=1,213.50'
L=132.76'
CH=132.69'
CHB=N87°01'17"W

LEGEND

PROPOSED ROW LINE	---
EXISTING ROW LINE	----
PROPERTY LINE	— —
COUNTY LINE	-----
DENIAL OF ACCESS LINE	— —
SURVEY LINE	—S—
FENCE LINE	—X—X—
CITY LIMITS	-----
EASEMENTS	-----
RAILROAD	====
STRUCTURE	====

SRF - STEEL REBAR FOUND
SPF - STEEL PIPE FOUND
SET AD - TXDOT ALUMINUM DISK SET ON TOP OF A 5/8-INCH IRON ROD
SET BD - TXDOT BRONZE DISK SET IN CONCRETE
CM - CONTROLLING MONUMENT

A PLAT OF SURVEY OF
PARCEL 4
FOR STATE HWY 289 PRESTON /
LEGACY INTERCHANGE
A 2,370 S.F. (0.054 AC.)
TRACT OF LAND IN THE
JESSE STIFF SURVEY
ABSTRACT NUMBER 793
COLLIN COUNTY, TEXAS
JANUARY 23, 2008
EXHIBIT "A"
PAGE 3 OF 3



E. David Utzman 03/12/08
E. DAVID UTZMAN R.P.L.S. NO. 4607 DATE



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	2/17/09	Reviewed by Legal <i>aw</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:	<i>Diane Wetherbee</i>	City Manager	<i>aw</i>	<i>2/15/09</i>
Agenda Coordinator (include phone #):		Lynne Jones - 7109		

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING OUTSIDE EMPLOYMENT WITH SOUTHERN METHODIST UNIVERSITY FOR THE CITY ATTORNEY, DIANE WETHERBEE; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S):

COMMENTS:

SUMMARY OF ITEM

This Resolution authorizes outside employment with Southern Methodist University for Diane Wetherbee

List of Supporting Documents:
n/a

Other Departments, Boards, Commissions or Agencies
n/a

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING OUTSIDE EMPLOYMENT WITH SOUTHERN METHODIST UNIVERSITY FOR THE CITY ATTORNEY, DIANE WETHERBEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Attorney has requested permission from the City Council to engage in outside employment with Southern Methodist University as a teacher in its dispute resolution program; and

WHEREAS, City policy requires any outside employment for Council appointees be approved by the City Council; and

WHEREAS, the City Council of the City of Plano approves of this request with certain conditions.

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

Section I. City Attorney Diane Wetherbee's request for outside employment to teach for the Southern Methodist University Dispute Resolution program is hereby approved for 2009 as long as this activity does not interfere with any of her duties as City Attorney or involve any use of City resources.

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

DULY PASSED AND APPROVED this the ____ day of _____, 2009.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

n-2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	2/17/09		Reviewed by Legal <i>DW</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Secretary		Initials	Date	
Department Head	Diane Zucco		Executive Director		
Dept Signature:	<i>Diane Zucco</i>		City Manager	<i>[Signature]</i>	<i>1/28/09</i>
Agenda Coordinator (Include phone #):	Di Zucco				

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO ENTER INTO A JOINT ELECTION AGREEMENT WITH THE PLANO INDEPENDENT SCHOOL DISTRICT AND FRISCO INDEPENDENT SCHOOL DISTRICT FOR THE PURPOSE OF CONDUCTING A JOINT ELECTION ON MAY 9, 2009; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S):

COMMENTS: FINANCIAL SUMMARY WILL BE PROVIDED ON THE AGENDA ITEM FOR THE CONTRACT WITH THE COUNTY ELETION'S ADMINISTRATOR.

SUMMARY OF ITEM

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
-------------------------------	--

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO ENTER INTO A JOINT ELECTION AGREEMENT WITH THE PLANO INDEPENDENT SCHOOL DISTRICT AND FRISCO INDEPENDENT SCHOOL DISTRICT FOR THE PURPOSE OF CONDUCTING A JOINT ELECTION ON MAY 9, 2009; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Plano, the Plano Independent School District and the Frisco Independent School District have determined that, for the convenience of the citizens of Plano the General and Special Election of the City and the General Elections of the School Districts to be held on May 9, 2009, should be combined; and

WHEREAS, it is necessary to enter into a Joint Election Agreement (hereinafter referred to as the "Agreement") designating responsibilities for the conduct and costs of this election, a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

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

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

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

Section II. The City Manager, or in his absence an Executive Director, is hereby authorized to enter into and execute the Agreement on behalf of the City of Plano.

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

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____, 2009.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

JOINT ELECTION AGREEMENT

The parties to this agreement are the City Council of the City of Plano (the City), the Board of Trustees of the Plano Independent School District (PISD) and the Board of Trustees of the Frisco Independent School District (FISD) known as the Schools, all of whom are governmental entities of the State of Texas, and are collectively referred to as "Parties," agree to holding a joint election and to allocate expenses for the joint election under the following terms and conditions:

The City and the Schools do hereby agree, pursuant to the provisions of the Texas Election Code, to hold a joint election for the General Elections of the PISD and FISD along with the General and anticipated Special Election of the City to be held on Saturday, May 9, 2009, for the purposes of establishing the terms and conditions for sharing expenses associated with the elections to be held in May 2009, and any runoff election that may be required. Each of these parties will contract individually with the Collin County Elections Administrator (Election Administrator) to perform various duties and responsibilities on their behalf and to be charged expenses in accordance with the terms of this Agreement.

The parties shall divide the expenses for the election(s) as follows:

1. The parties shall divide equally the expenses for all Collin County **early voting** locations utilized by the City with the following exceptions:
 - a. FISD shall be solely responsible for early voting expenses at Preston Ridge Campus of Collin County Community College and agrees that City ballots will be included at this location.
 - b. PISD shall be solely responsible for early voting expenses at Murphy Municipal Complex and Renner Frankford Library and agrees that City ballots will be included at these locations.
2. Each entity shall pay its pro-rata share of expenses for the three election day polling locations at Brinker Elementary School, Bethany Elementary School and Robinson Middle School and the remaining expenses for all other Collin County voter polling locations in the City shall be shared equally between the City and PISD.

Expenses. The term "expenses" includes polling location costs, election officials, supplies, ballots and any other and all necessary expenses for the election. Expenses unique to one entity shall be billed solely to that entity such as in the case of a runoff, recount, or other matter.

Tabulation and centralized costs shall be shared equally between the actual number of entities holding an election on May 9, 2009. Each entity shall be solely responsible for its fees incurred under this Agreement. Any dispute regarding the expenses shall be resolved by the parties affected.

Cancellation of Election. An entity canceling an election pursuant to Section 2.053 of the Texas Election Code will not be liable for costs incurred by the Elections Administrator in conducting the remaining May 9, 2009, Joint Elections; however, the entity will be liable to Collin County Elections Administrator for the contract preparation fee of \$75.00 .

APPROVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS in its meeting held the _____ day of _____, 2009, and executed by its authorized representative.

By: _____
Thomas H. Muehlenbeck, City Manager

Attest: _____
Diane Zucco, City Secretary

Approved as to form: 
Diane C. Wetherbee, City Attorney

APPROVED BY THE TRUSTEES OF THE FRISCO INDEPENDENT SCHOOL DISTRICT in its meeting held the _____ day of _____, 2009, and executed by its authorized representative.

By: _____
Dr. Rick Reedy, Superintendent

Attest: _____
Dan Mossakowski, President
Board of Trustees

APPROVED BY THE TRUSTEES OF THE PLANO INDEPENDENT SCHOOL DISTRICT in its meeting held the _____ day of _____, 2009, and executed by its authorized representative.

By: _____
Dr. Douglas W. Otto, Superintendent

Attest: _____
Denise Gillespie, Executive
Assistant to the Superintendent



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	2/17/09	Reviewed by Legal <i>pw</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Secretary	Initials	Date	
Department Head	Diane Zucco	Executive Director		
Dept Signature:	<i>Diane Zucco</i>	City Manager	<i>SHW</i>	<i>1/22/09</i>
Agenda Coordinator (include phone #):		Di Zucco - x7551		
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ORDERING AN ELECTION TO BE HELD ON MAY 9, 2009 FOR THE PURPOSE OF ELECTING FOUR (4) MEMBERS OF COUNCIL, PLACE NO. 2 (DISTRICT 2), PLACE NO. 4 (DISTRICT 4), PLACE NO. 6 (MAYOR), AND PLACE NO. 8, TO THE CITY COUNCIL TO HOLD OFFICE FOR A PERIOD OF THREE YEARS; DESIGNATING LOCATIONS OF POLLING PLACES; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): FISCAL IMPACT WILL BE PLACED ON THE AGENDA WITH AUTHORIZATION OF A CONTRACT WITH THE COLLIN COUNTY ELECTION ADMINISTRATOR.				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ORDERING AN ELECTION TO BE HELD ON MAY 9, 2009 FOR THE PURPOSE OF ELECTING FOUR (4) MEMBERS OF COUNCIL, PLACE NO. 2 (DISTRICT 2), PLACE NO. 4 (DISTRICT 4), PLACE NO. 6 (MAYOR), AND PLACE NO. 8, TO THE CITY COUNCIL TO HOLD OFFICE FOR A PERIOD OF THREE YEARS; DESIGNATING LOCATIONS OF POLLING PLACES; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AND PROVIDING AN EFFECTIVE DATE.

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

Section I. A General Election be and is hereby ordered to be held on Saturday, May 9, 2009, for the purpose of electing four (4) City Council Members to fill the following expiring terms on the Plano City Council: Place No. 2 (District 2), Place No. 4 (District 4), Place No. 6 (Mayor) and Place No. 8, each such term being for a period of three (3) years.

Section II. The filing deadline for candidates for Place No. 2 (District 2), Place No. 4 (District 4), Place No. 6 (Mayor) and Place No. 8 shall be March 9, 2009.

Section III. The polling places and the county election precincts whose qualified voters shall cast ballots at such locations in the City of Plano for the 2009 General Election are as follows:

COLLIN COUNTY ELECTION PRECINCTS	POLLING PLACE
52, 61, 68, 103 and 141;	Armstrong Middle School 3805 Timberline Drive, Plano, TX 75074
34, 107, 119, 121, 135 and 139;	Bethany Elementary School 2418 Micarta Drive, Plano, TX 75025
23, 46, 47, 50, 51, 152 and 158;	Bowman Middle School 2501 Jupiter Road, Plano, TX 75074
90, 116, and 137;	Brinker Elementary School 3800 John Clark Parkway, Plano, TX 75093
21, 54, 62 and 66;	Carpenter Middle School 1501 Cross Bend Road, Plano, TX 75023
109 and 123;	Christopher A. Parr Library 6200 Windhaven Parkway, Plano, TX 75093
15, 19, 53, 65, 70 and 71;	Haggard Middle School 2401 Westside Drive, Plano, TX 75075
58, 77 and 91;	Hendrick Middle School 7400 Red River Drive, Plano, TX 75025
31, 32, 63 and 76;	Hughston Elementary School 2601 Cross Bend Road, Plano, TX 75023

14, 81, 86, 89, 108, 112 and 124;	Robinson Middle School 6701 Preston Meadow Drive, Plano, TX 75024
64 and 69;	Schimelpfenig Middle School 2400 Maumelle Drive, Plano, TX 75023
28, 75, 105 and 143;	Shepton High School 5505 Plano Parkway, Plano, TX 75093
39 and 85;	Thomas Elementary School 6537 Blue Ridge Trail, Plano, TX 75023
26, 49, 67, 72 and 138.	Wilson Middle School 1001 Custer Road, Plano, TX 75075
DENTON COUNTY ELECTION PRECINCTS	POLLING PLACE
226	Christopher A. Parr Library 6200 Windhaven Parkway, Plano, TX 75093

Polling places on May 9, 2009 shall be open from 7:00 a.m. until 7:00 p.m.

Section IV. Votes for said election shall be cast utilizing touch-screen devices with Diebold's ACCUVOTE TS R6v.4.6.4 direct recording devices (DRE's) for early voting and election day and optical-scan ballots with Diebold's ACCUVOTE OS ROM v.2.0.12 for early voting by mail.

Section V. Early voting by personal appearance for the above-designated election shall be conducted at the following locations on the following dates and times:

April 27, 2009 through April 29, 2009	8:00 a.m. – 5:00 p.m.
April 30, 2009	8:00 a.m. – 7:00 p.m.
May 1, 2009 and May 2, 2009	8:00 a.m. – 5:00 p.m.
May 4, 2009 and May 5, 2009	7:00 a.m. – 7:00 p.m.

Main Early Voting Location		
Collin County Elections Department	2010 Redbud Boulevard Suite 102	McKinney, TX 75069
Temporary Branch Early Voting Locations		
Carpenter Park Recreation Center	6701 Coit Road	Plano, TX 75024
Christopher A. Parr Library	6200 Windhaven Parkway	Plano, TX 75093
Collin County Community College - Preston Ridge Campus	9700 Wade Boulevard	Frisco, TX 75035
Collin County Community College - Spring Creek Campus	2800 E. Spring Creek Parkway	Plano, TX 75074
Haggard Library	2501 Coit Road	Plano, TX 75075

Harrington Library	1501 18 th Street	Plano, TX 75074
Murphy Municipal Complex	206 N. Murphy Road	Murphy, TX 75094
Plano Independent School District Administration Center	2700 West 15 th Street	Plano, TX 75075
Renner Frankford Library	6400 Frankford Road	Dallas, TX 75252

Applications for ballots by mail shall be mailed to:

Sharon Rowe, Elections Administrator
 Collin County Elections Department
 2010 Redbud Boulevard
 Suite 102
 McKinney, TX 75069

Applications for ballots by mail must be received no later than the close of business on Friday, May 1, 2009.

Section VI. The recommendations of the City and the School District(s) will be the accepted guidelines of four (4) clerks to be secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours.

Section VII. The City Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this election.

Section VIII. This ordinance shall become effective immediately upon its passage.

Duly passed and approved this the _____ day of _____, 2009.

Pat Evans, MAYOR

ATTEST:

 Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

 Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 02/17/09		Reviewed by Legal <i>WS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	ANIMAL SERVICES		Initials	Date
Department Head	BRIAN COLLINS	Executive Director	<i>[Signature]</i>	01/28/09
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	1/28/09
Agenda Coordinator (include phone #): DORIS CALLAWAY, EXT. 7494				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING ORDINANCE NO. 2003-4-18, WHICH SET FEES FOR ANIMAL SERVICES; AND REPEALING ORDINANCE NO. 2008-11-15, ENTITLED "HEALTH CATEGORIES AND FEES"; AND REPLACING BOTH WITH THIS ORDINANCE, TO BE ENTITLED "HEALTH CATEGORIES AND FEES" TO PROVIDE FOR THE ADDITION OF ANIMAL SERVICES FEES; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	393,287	0	0393,287
Encumbered/Expended Amount	0	0	0	00
This Item	0	44,638	0	044,638
BALANCE	0	437,925	0	437,925
FUND(S): GENERAL				
COMMENTS: Approval of this item will add an overall increase in Animal Services revenue of approximately \$44,638 to the FY 2008-09 Budget.				
STRATEGIC PLAN GOAL: Changes to Animal Services Fees relates to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
This ordinance will update the health department's fee schedule to reflect the increased costs of processing and overseeing permits related to Animal Services functions. This ordinance will also relocate fee language for all Animal Services fees into this departmental fee ordinance. This will assist Animal Services employees by establishing a comprehensive fee ordinance thereby minimizing the chance of an incorrect fee being charged.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Strikethrough version illustrating current fees vs. proposed fees and fee comparison chart.				

Ordinance No. 2003-4-18

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING ORDINANCE NO. 2002-9-10; INCREASING FEES FOR REGISTRATION OF DOGS, CATS, POTBELLIED PIGS, FERRETS, AND DANGEROUS ANIMALS; INCREASING IMPOUNDMENT AND ADOPTION FEES FOR DOGS, CATS, FERRETS, AND OTHER ANIMALS; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on September 9, 2002, the City Council of the City of Plano duly passed Ordinance No. 2002-9-10, which adopted fees for registration, impoundment, adoption, and removal of dead animals; and

WHEREAS, City Staff recommends that due to the increasing expenses, a new schedule of fess should be implemented; and

WHEREAS, the City Council of the City of Plano now hereby finds and determines that Ordinance No. 96-8-8 should be repealed and that it is in the best interest of the City and its citizens to adopt a new schedule of fees for registration, impoundment, and adoption of animals to cover the costs of administrating regulations regarding the keeping of animals within the City.

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

Section I. Ordinance No. 2002-9-10, duly passed and approved by the City Council of the City of Plano, Texas on September 9, 2002, is hereby repealed in its entirety.

Section II. The following fees for registration, animal impoundment and adoption, and other fees necessary to cover the cost of administering the regulations regarding the keeping of animals within the city are approved and adopted:

1. Annual registration fees:

(a) Each neutered dog, cat or ferret	\$ 7.50
<u>Sterilized dog, cat, or ferret registration, annual</u>	<u>\$ 10.00</u>
(b) Each unneutered dog, cat or ferret	\$ 12.50
<u>Dog, cat or ferret annual registration</u>	<u>\$ 30.00</u>
(e) Replacement of a permit tag for a dog, cat or ferret	\$ 7.50
<u>Lost registration tag fee</u>	<u>\$ 5.00</u>
(d) Dangerous animal	\$100.00
<u>Dangerous animal registration, annual</u>	<u>\$250.00</u>
(e) Re-registration of dangerous animal if sold and/or moved within the city	\$ 50.00
(f) Potbellied pig	\$ 50.00

Permit Fees

<u>Commercial Breeder Permit, annual</u>	<u>\$ 75.00</u>
<u>Animal Establishment Permit, annual</u>	<u>\$ 75.00</u>
<u>Animal Exhibition Permit, per seven (7) day period</u>	<u>\$ 25.00</u>
<u>Pet Grooming Facility permit, annual</u>	<u>\$ 50.00</u>
<u>Multi-Pet Permit Application Fee, annual</u>	<u>\$ 15.00</u>
<u>Wildlife Educational Center permit, annual</u>	<u>\$200.00</u>
<u>Wildlife Rehabilitator permit, annual</u>	<u>No charge</u>

2. Impoundment fees:

(a) ~~Dogs or cats or ferrets~~
~~First Violation:~~
~~Each impounded dog, cat or ferret~~ _____ ~~\$ 20.00~~
~~Plus~~ _____ ~~\$ 10.00/day~~

First Impoundment _____ \$ 75.00

The first impound fee may be reduced by the following amounts if the animal, at the time of impound, is:

<u>Sterilized</u>	<u>\$ 40.00</u>
<u>Currently vaccinated against rabies</u>	<u>\$ 10.00</u>
<u>Currently licensed with the city</u>	<u>\$ 10.00</u>
<u>Identified by traceable identification</u>	<u>\$ 15.00</u>

~~Second Violation:~~
~~Each impounded dog, cat or ferret~~ _____ ~~\$ 40.00~~
~~Plus~~ _____ ~~\$ 10.00/day~~

Second Impoundment in any twelve (12) month period:
\$100.00

The second impound fee may be reduced by the following amounts if the animal, at the time of impound, is:

<u>Sterilized</u>	<u>\$ 30.00</u>
<u>Currently vaccinated against rabies</u>	<u>\$ 5.00</u>
<u>Currently licensed with the city</u>	<u>\$ 5.00</u>
<u>Identified by traceable identification</u>	<u>\$ 10.00</u>

~~Third Violation:~~
~~Each impounded dog, cat or ferret~~ _____ ~~\$ 60.00~~
~~Plus~~ _____ ~~\$ 10.00/day~~

Third and all subsequent impoundments in any twelve (12) month period:
Previous full impound fee plus \$100.00

~~Fourth or More Violations:~~

~~Each impounded dog, cat or ferret \$100.00
Plus \$ 10.00/day~~

~~(b) Other impounded animal: \$ 30.00
Plus \$ 10.00/day~~

~~Boarding fee per animal,
daily for all or part of any one day \$ 10.00~~

3. Adoption fees:

~~(a) Dog includes rabies vaccination and \$ 75.00
Canine Distemper Adenovirus Parainfluenza-
Parvovirus (DHLP-P)~~

~~(b) Cat includes rabies vaccination and \$ 50.00
Feline Rhinotracheitis Calici Panleukopenia-
Chlamydia Psittaci Vaccine (FRCP)~~

~~(c) Other animals As may be determined at the
discretion of the Animal
Services Manager~~

Adoption Fees:

~~Dog or cat \$ 80.00
Ferret \$ 50.00
Birds, small mammals, reptiles: \$ 25.00~~

~~4. Quarantine Fees \$ 10.00/day~~

5. Removal of dead animals:

~~(a) At veterinarian hospitals/clinics \$ 10.00
(b) Livestock from private property \$ 50.00
Plus actual expense in removal~~

6. Medical Service Requested/Additional:	
(a) Heartworm test	\$ 10.00
(b) FEV FLV	
<u>Miscellaneous Fees</u>	
<u>Microchipping fee</u>	<u>\$ 15.00</u>
<u>Rabies vaccination fee</u>	<u>\$ 10.00</u>
<u>Local Rabies Control Authority Incident Fee</u>	
<u>(includes all boarding and observation fees, or ship and test fees)</u>	
	<u>\$100.00</u>
<u>Livestock capture and impoundment, per head</u>	
	<u>\$100.00</u>
<u>Livestock boarding fee, per head per day</u>	<u>\$ 15.00</u>

No permit or license shall be issued or renewed until such fee is paid.

The Health Director or his designee shall have the authority to refund, reduce, or waive animal services fees.

The annual registration fee for sterilized animals shall be waived if the owner of the animal is sixty (60) years of age or older or provides proof of receiving financial assistance from any governmental agency due to the owner being considered disabled or low-income. This fee shall also be waived for animals that are used by law enforcement agencies and for certified assistance animals.

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

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

Section V. This Ordinance ~~and all fees established herein,~~ shall become effective ~~on May 1, 2003.~~ immediately upon its passage.

Animal Services Fee Comparison

	Current Fee	Proposed Fee
Annual Registration - required for all dogs, cats, and ferrets		
Sterilized Pet	\$12.50	\$30.00
Intact Pet	\$7.50	\$10.00
Sterilized Pet, owned by a low-income or senior citizen		No charge
Dangerous Animal	\$100.00	\$250.00
Replacement Tag fee	\$7.50	\$5.00
Permit Fees		
Commercial Breeder		\$75.00
Animal Establishment		\$75.00
Animal Exhibition		\$25.00
Pet Grooming Facility		\$50.00
Multi-Pet Permit		\$15.00
Wildlife Educational Center		\$200.00
Wildlife Rehabilitator		No charge
Impoundment Fees		
First Impound	\$20.00	\$75.00
First Impound Discounts		
Sterilized		-\$40.00
Current rabies vaccination		-\$10.00
Current city registration		-\$10.00
Traceable identification		-\$15.00
Second Impound	\$40.00	\$100.00
Second Impound Discounts		
Sterilized		-\$30.00
Current rabies vaccination		-\$5.00
Current city registration		-\$5.00
Traceable identification		-\$10.00
Third Impound	\$60.00	\$200.00
Fourth Impound	\$100.00	\$300.00
Boarding, per day	\$10.00	\$10.00
Adoption Fees		
Dog Adoption	\$75.00	\$80.00
Cat Adoption	\$50.00	\$80.00
Ferret Adoption		\$50.00
Miscellaneous Fees		
Microchip Implantation		\$15.00
Rabies Vaccination		\$10.00
Local Rabies Control Incident		\$100.00
Livestock Impoundment		\$100.00
Livestock Boarding, per day		\$15.00

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING ORDINANCE NO. 2003-4-18, WHICH SET FEES FOR ANIMAL SERVICES; AND REPEALING ORDINANCE NO. 2008-11-15, ENTITLED "HEALTH CATEGORIES AND FEES"; AND REPLACING BOTH WITH THIS ORDINANCE, TO BE ENTITLED "HEALTH CATEGORIES AND FEES" TO PROVIDE FOR THE ADDITION OF ANIMAL SERVICES FEES; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on November 10, 2008, the City Council of the City of Plano duly passed Ordinance No. 2008-11-15 which adopted permit and inspection fees for health department services; and

WHEREAS, staff recommends the addition of animal services fees to the ordinance which sets fees for health department services; and

WHEREAS, the City Council, based upon staff recommendations and review and consideration of these matters, recognizes it is in the best interest of the City of Plano to add the animal services fees into the comprehensive health fee ordinance for ease of use and that such addition is proper and should be approved and adopted; and

WHEREAS, the City Council recognizes that certain adjustments to fees are necessary to cover increased administrative costs for providing specific services; and

WHEREAS, generation of resources through fees needed to administer the programs and services of the City of Plano is of vital concern to all citizens and must be considered for each year in concurrence with the annual budget for the City; and

WHEREAS, the City Council, based upon staff recommendations and review and consideration of these matters, and in concurrence with the adoption of the annual budget for the City of Plano, has determined that it is in the best interest of the City of Plano, Texas, to revise the fees hereinafter set forth, and that they are proper and should be approved and adopted.

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

Section I. Ordinance No. 2003-4-18, which set fees for Animal Services is hereby repealed; Ordinance No. 2008-11-15 providing permit and service fees for certain health department services is hereby repealed and replaced with the following text:

“HEALTH DEPARTMENT FEES

RETAIL FOOD PERMIT FEES:	Fee
1. Mega Stores (Central Market, Super Wal-Mart, Super Target, Costco, etc.)	\$1000.00
2. Grocery Stores, (Kroger, Tom Thumb, etc.)	\$800.00
3. Full Service, (Luby’s, Friday’s, Chili’s, etc.)	\$500.00
4. Exempt, (PISD)	-0-
5. Fast Foods, (McDonald’s, Taco Bell, Jack-In-Box, etc.)	\$400.00
6. Convenience, (7-11, etc.)	\$300.00
7. Non-PHF, prepackaged only, (Marshall’s, T.J. Maxx, Beer and Wine only, etc.)	\$200.00
8. Misc. Vending	
A. Hot Trucks	\$300.00
B. Catering, Prepackaged	\$275.00
C. Push Cart (Ice Cream)	\$150.00
9. Seasonal, Non-PHF Temporary	\$150.00 \$ 75.00

POOL INSPECTION, WASTEHAULER AND PRETREATMENT FEES

POOL	Fee
1. Swimming Pool Inspection Fee	\$200.00
2. Additional Pool	\$100.00
3. Re-inspection Pool Fee	\$50.00
WASTE HAULER AND TRAP FEES	
1. Waste Haulers	\$300.00
2. Generator Inspection	\$250.00
INDUSTRIAL WASTEWATER PRETREATMENT	
1. Industrial Pretreatment Annual Fee	\$300.00
2. Industrial Pretreatment BMP Permit Fee	\$50.00

No permit shall be issued or renewed until such fee is paid. Late fees for permit renewals shall apply as follows:

Late Fees:

Food and Pool Permits-Renewals.

- | | |
|---------------------------------------|-------------------|
| 1-30 days after expiration date | 10% of permit fee |
| 31-60 days after expiration date | 15% of permit fee |
| 60 or more days after expiration date | 30% of permit fee |

Liquid Waste Generator Permit renewal.	
1-30 days after expiration	\$50.00
C/O and Re-inspection Fees.	
First Re-inspection	-0-
Second Re-inspection	\$ 75.00
Body Art Permit Fee	\$200.00
Training Fees:	
Food Manager Certification	\$100.00
Food Handler Class	\$ 20.00
Food Handler Card for Off-site Course	\$ 15.00
Food Manager Review Course	\$ 25.00
Certified Pool Operator Course	\$200.00

A permit fee of Seventy-Five Dollars (\$75.00) must accompany each completed temporary food service permit application. An additional Fifty Dollars (\$50.00) will be assessed if application is submitted less than two (2) business days prior to the event. All nonprofit organizations shall be exempt from the temporary food service permit fee charge. Proper documentation of nonprofit status must be provided to the Health Department at the time of application.

Vendors having more than one booth at an event will be charged Seventy-Five Dollars (\$75.00) for the first booth and Twenty-Five Dollars (\$25.00) for each additional booth.

A permit fee of One Hundred Fifty Dollars (\$150.00) must accompany each completed seasonal food service permit application. An additional Fifty Dollars (\$50.00) will be assessed if application is submitted less than two (2) business days prior to the event. Proper documentation of nonprofit status must be provided to the Health Department at the time of application.

A permit fee waiver may be obtained if proof of charitable non-profit (tax-supported) status is submitted with application. There is a Twenty Dollar (\$20.00) permit processing and inspection fee.

A plans review fee of Three Hundred Dollars (\$300.00) shall be charged for the review of plans and specifications of new construction or remodeled facilities.

ANIMAL SERVICES FEES

Annual Registration Fees:	
Dog, cat or ferret annual registration	\$30.00
Sterilized dog, cat, or ferret registration, annual	\$10.00
Dangerous animal registration, annual	\$250.00
Lost registration tag fee	\$5.00

No permit or license shall be issued or renewed until such fee is paid.

The Health Director or his designee shall have the authority to refund, reduce, or waive animal services fees.

The annual registration fee for sterilized animals shall be waived if the owner of the animal is sixty (60) years of age or older or provides proof of receiving financial assistance from any governmental agency due to the owner being considered disabled or low-income. This fee shall also be waived for animals that are used by law enforcement agencies and for certified assistance animals.”

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

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

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

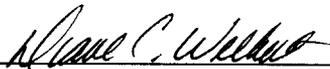
DULY PASSED AND APPROVED this the _____ day of _____, 2009.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 2/17/09		Reviewed by Legal <i>vs</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	ANIMAL SERVICES		<i>Initials</i>	Date
Department Head	BRAD COLLINS	Executive Director	<i>[Signature]</i>	01/28/09
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	1/28/09
Agenda Coordinator (include phone #): DORIS CALLAWAY, EXT. 7494				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING ORDINANCE NOS. 94-12-16, 96-8-7, 99-8-11 CODIFIED AS CHAPTER 4, ANIMAL REGULATIONS, CODE OF ORDINANCES OF THE CITY OF PLANO AND ADOPTING A NEW CHAPTER 4, ANIMAL REGULATIONS, CODE OF ORDINANCES OF THE CITY OF PLANO INCORPORATING UPDATES TO STATE LAW AND ADDING PROVISIONS REGULATING: STERILIZATION; MULTIPLE PETS; PET IDENTIFICATION THROUGH MICROCHIPS; CERTAIN BUSINESSES WHICH DEAL WITH ANIMALS; AND, THE USE OF TETHERS; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE; A PENALTY CLAUSE; A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This ordinance will update chapter 4 of the City's Code of Ordinances. The last update to this Chapter was more than ten years ago, and many changes in state laws, as well as changes in people's attitudes towards the owning, caring, and selling of pets, necessitates major changes to the City's Code of Ordinances. The proposed changes reflect the City's attitude of being a progressive, animal-loving community. The proposed changes were fine tuned by the city's legal department and have been reviewed and approved by the Animal Shelter Advisory Committee. This ordinance will assist Animal Services employees protect the people and pets of Plano by establishing minimum standards for care and nuisance control measures for all Plano residents.				
List of Supporting Documents: Synopsis memo.		Other Departments, Boards, Commissions or Agencies		



MEMORANDUM

DATE: January 26, 2009

TO: Bruce Glasscock, Executive Director of Public Safety Services & Technology

FROM: Jamey Cantrell, Animal Services Manager

THRU: Brian Collins, Director of Health

SUBJECT: Revisions to Chapter 4 – Animals of the City’s Code of Ordinances

Animal Services staff has recently completed a proposed change to Chapter 4 of the City’s Code of Ordinances. The last update to this Chapter was more than ten years ago, and many changes in state laws, as well as changes in people’s attitudes towards the owning, caring, and selling of pets, necessitates major changes to the City’s Code of Ordinances. The Animal Services staff has spent countless hours researching and editing animal-related ordinances from all across the country, and the proposed changes reflect the City’s attitude of being a progressive, humane community. The proposed changes were fine tuned by the city’s legal department and have been reviewed and approved by the Animal Shelter Advisory Committee.

As with all animal-related issues, there will be criticism levied against the City for some of the changes that may be considered controversial by certain groups. Although these groups represent a very small minority of the residents of Plano, they will almost certainly be very vocal in voicing their opposition. This memo will summarize the proposed changes deemed most likely to be considered controversial and explain why their inclusion is recommended and will also compare the current fees with the proposed new fees.

After consulting with the City Secretary’s Office, it was determined that this memorandum would be sufficient in outlining the proposed changes to the ordinances. Since this is a complete re-write of the current ordinances, a single document comparing the current version with the proposed changes would be complicated to the point of potentially being confusing. However, a “strike-through” version can be assimilated in a week if it is deemed necessary.

January 26, 2009

Revisions to Chapter 4 – Animals of the City’s Code of Ordinances

Page 2 of 4

Section 4-200. Inhumane treatment of animals.

“A person commits an offense if, either through his action or omission, he: ... (2) transfers ownership or otherwise physically removes from its mother any dog, cat, ferret, or rabbit less than six (6) weeks old, or any other animal that is not yet weaned, except as advised by a licensed veterinarian;”

This section is a revision of a current clause that prohibits the selling of chickens or ducklings less than eight weeks of age. The clause is extended to other animals since they all require care from their parents to survive when they are born. Separating them from their caregiver too early in life can have major effects on the offspring that can lead to death. Some of the animals that this clause mentions will stop nursing and start to eat solid food at 4-5 weeks. Some breeders take this as a sign that they are self-sufficient however they are still reliant on nursing to a large degree. Their mother’s milk helps their immune systems and all other major organ systems to mature properly. Removing them at this time can lead to gastric distress that can turn deadly in animals this small and can stunt the development of their immune systems leaving them vulnerable to disease. Responsible breeders will not place their litters until they are at least eight weeks of age and some will keep them with their mothers until twelve weeks. The proposed changes to the ordinances try to balance the health and well-being of the animals with the owners’ desires to place them early by mandating a six week period.

Section 4-300. Nuisances.

“(c) A person commits an offense if the person is the owner of an animal and fails to visibly have in his possession materials that can be used to immediately remove and dispose of any excreta the animal produces.”

This is a new requirement for pet owners that will help Animal Services ensure compliance with the “pooper scooper” ordinance that is already in place. Many pet owners choose to ignore the current ordinances that require them to pick up after their pets when walking them on all public or private property that they do not own. This leaves a disgusting mess that the property owner or those who visit the parks afterwards must unfairly deal with. Animal wastes also create a health risk as it can be full of parasites and disease-causing agents. The viruses the feces can live in the soil for months or years and can pose a risk to children and immunologically compromised individuals unless they are removed. Additionally, the bacteria and viruses can make their way into the water supply if the person chooses to not be a responsible pet owner. Current ordinances do not require the owner to have any implements to clean up after their pet with and as such Animal Services Officers can issue citations only if they witness the owner failing to pick up after their pet. The difficulty in forcing the owners to be responsible for their pets’ wastes will be greatly reduced by mandating that they carry the devices necessary to remove their pets’ feces.

January 26, 2009

Revisions to Chapter 4 – Animals of the City’s Code of Ordinances

Page 3 of 4

Section 4-500. Permit required for multiple pets.

“(a) Except as provided by this section, no single family, residentially zoned property within the City shall harbor more than ten (10) adult animals, no more than four (4) of which may be intact. No duplex or multi-family residentially zoned property shall harbor more than five (5) adult animals, no more than one (1) of which may be intact. No residence within the City shall harbor more than one (1) litter, clutch, or other group of offspring, whether whole or in part, at any time.”

This is a new restriction on the ownership of pets. Currently there is no limit to the number of animals that a citizen can legally keep. In the past two years there have been several situations where Animal Services removed more than 100 pets from a single house. Keeping numerous pets in residential areas greatly increases the likelihood that those living in the area will be bothered by pet-related nuisances and decreased property values. The proposed changes to the ordinances is very lenient with regards to the number allowed, and those who want, and are able, to keep more can apply for a multi-pet permit. The multi-pet permit application process will allow Animal Services to inspect the property to be sure that the number and type of animal being kept can be accommodated without interfering with the property rights of others in the area. It will also force the permit holder to be extra diligent in the care of their pets to prevent a nuisance from arising.

ARTICLE VIII. ANIMAL BUSINESSES

This section of the ordinance requires all animal establishments, grooming facilities, commercial breeders, wildlife educational centers, or wildlife rehabilitators to obtain permits and/or registrations from Animal Services.

This is a new section of the ordinances that requires the permitting of establishments that make a profit by breeding, caring, boarding, grooming, or selling pets. This is necessary to protect citizens and their pets from unhealthy conditions that unregulated businesses can give rise to. Certain businesses, such as veterinary clinics, are already thoroughly regulated by state agencies and strict licensing requirements and as such are not required to be permitted by the proposed changes. The businesses that the proposed changes will affect have little to no governmental oversight at this time. The pets and people who are patrons to these businesses are at an increased risk of illness, injury, and even death if they are not protected from unscrupulous business practices that value monetary gain over pet and human health. The minimum standards that the proposed changes require were taken from the Texas Shelter Standards Act and from recommendations from the Center for Disease Control and should be easy for all reputable animal businesses to comply with. By ensuring that all businesses meet the required minimum standards the city is protecting the health and well-being of its citizens, both human and animal.

Section 4-809. Private Animal Sales.

“(a) No owner or person shall advertise, display, transfer ownership or offer to transfer ownership of any dog, cat, or ferret over four (4) months of age that is not sterilized, implanted with a microchip, and currently vaccinated against rabies.”

This is a revision to a current restriction on the selling of pets from public property. State law requires all dogs, cats, and ferrets to be vaccinated against rabies by the time they are four months old. While a rabies vaccination can be given to an animal as early as three months of age, owners have until the animal reaches four months of age to obtain a rabies vaccination before they are considered to be in violation of the law. There have been multiple cases of pets being sold or given away from parking lots of shopping centers where the animals have become ill and ended up testing positive for rabies later on. The cities then had the nearly impossible task of trying to track down the previous owner, every person who came into contact with the animals, and the whereabouts of every other animal that was transferred. The rabies vaccinations may have prevented the disease to begin with, but being able to use the microchip registrations as a mean to trace the previous and new owners of the animals would save considerable man hours and greatly reduce the risk of the new owner’s family being exposed to a rabid animal. By requiring the vaccination and microchipping of pets prior to being transferred from one owner to another the city will be preventing the spread of disease in the community and enabling the investigation of outbreaks that are not averted.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING ORDINANCE NOS. 94-12-16, 96-8-7, 99-8-11 CODIFIED AS CHAPTER 4, ANIMAL REGULATIONS, CODE OF ORDINANCES OF THE CITY OF PLANO AND ADOPTING A NEW CHAPTER 4, ANIMAL REGULATIONS, CODE OF ORDINANCES OF THE CITY OF PLANO INCORPORATING UPDATES TO STATE LAW AND ADDING PROVISIONS REGULATING: STERILIZATION; MULTIPLE PETS; PET IDENTIFICATION THROUGH MICROCHIPS; CERTAIN BUSINESSES WHICH DEAL WITH ANIMALS; AND, THE USE OF TETHERS; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE; A PENALTY CLAUSE; A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, there have been amendments to state laws regarding the regulation and protection of animals; and

WHEREAS, according to American Veterinary Medical Association statistics there are more than 150,000 domestic animals and thousands of wild animals of varying species living in Plano; and

WHEREAS, there has been a 26% increase in the last year in the number of animals impounded by the Plano Animal Services; and

WHEREAS, many pets that become strays lose their tags and animals are abandoned without tags, making identification of the pet impossible in some circumstances; and

WHEREAS, micro chips placed under the skin of the pet are easily read to facilitate (1) identification of the pet; (2) the reunion of the pet with its owner, and; (3) the identification of persons who abandon animals ; and

WHEREAS, the Centers for Disease Control estimates that nearly 70% of dogs involved in attacks on humans are not sterilized;

WHEREAS, animals - either strays or pets that have become lost or abandoned - that have not been sterilized contribute substantially to the stray animal population; and

WHEREAS, sterilization for animals will decrease the stray and unwanted animal population and will decrease aggressive behavior in dogs and cats; and

WHEREAS, the Centers for Disease Control, the United States Department of Agriculture, and the American Veterinary Medical Association have all determined that chaining or tethering is inhumane and creates dogs who are at a significantly greater risk to bite; and

WHEREAS, regulating the use of tethers will decrease the instances of inhumane

treatment and injury to dogs and thereby decrease the chances of aggressive behavior by dogs; and

WHEREAS, nearly 600 people are injured in Plano by animal bites and scratches each year; and

WHEREAS, the state of Texas has the highest rate of animal rabies in the country, with 969 cases diagnosed in 2007, and four cases of rabies in animals were diagnosed in Plano in 2008; and

WHEREAS, with the increased animal population there is greater likelihood of persons coming into contact with dangerous, rabid or stray animals; and

WHEREAS, the City is having to spend more than one million dollars to expand the animal shelter since it is working above or near capacity to care for abandoned and stray animals; and

WHEREAS, the City spends more than \$1.5 million each year, and local governments nationwide spend more than \$2 billion annually, to provide animal control services; and

WHEREAS, keeping a large number of animals in a location not designed to accommodate large numbers of animals can create a health hazard as well as produce odors and noise that may create a nuisance for others in the area; and

WHEREAS, regulating the number of animals that may be housed at a particular location will enhance the health of the animals and decrease the nuisance issues for persons living nearby; and

WHEREAS, the health and safety of animals and residents of the City is of great importance to the City; and

WHEREAS, upon review of all things considered, including the recommendations of staff, the City Council of the City of Plano deems it in the best interest of the health and safety of the citizens of the City of Plano to repeal the current Chapter 4, Animal Regulations of the Code of Ordinances and to replace it by adopting a new Chapter 4, Animal Regulations of the Code of Ordinances.

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

Section I. The City Council hereby repeals in its entirety Ordinance Nos. 94-12-16, 96-8-7, 99-8-11 currently codified as Chapter 4 Animal Regulations, of the City of Plano Code of Ordinances, and adopts this new Chapter 4, Animal Regulations to read in its entirety as follows:

“CHAPTER 4 – ANIMALS**ARTICLE I. DEFINITIONS AND ENFORCEMENT****Section 4-100. Definitions.**

The following words, terms and phrases shall have the following meanings when used in this chapter:

Abandon means to fail to provide any animal with one (1) or more of the necessities of life including air, adequate food, potable water, sanitary conditions, or protection from the heat, cold, or other elements of nature for twenty-four (24) or more hours, or to leave in the custody of another person without their consent.

Adult animal means an animal that is four (4) months of age or older.

Animal Establishment means any permanent facility or business that has custody or control of animals within the City of Plano including, but not limited to, pet shops, boarding kennels, or animal auction facilities. This term does not include veterinary or medical facilities, research or other facilities licensed by government agencies, wildlife educational center, or zoological park.

Animal Exhibition means any temporary spectacle, display, event, exhibition or act featuring performing animals including, but not limited to, circuses, pony rides, animal exhibits, weight pull events, and petting zoos. Such exhibitions shall not include resident or non-resident dog and cat shows which are sponsored by the Animal Services Division. For this definition, temporary shall mean lasting seven (7) days or less.

Animal Fighting Paraphernalia means equipment that is used for animal fighting purposes which includes, but is not limited to, instruments designed to be attached to the leg of a bird, such as a knife, gaff, or other sharp instrument, or items used to train and condition animals to fight, such as hanging devices or “bite sticks.”

Animal Housing Enclosures means any pen, kennel, dog-run, or other enclosure open to the elements contained within the owner’s property limits and designed to segregate an animal to a smaller portion of a fenced-in yard or property. This term does not include the term *shelter* as defined in this section.

Animal Services Facility means an establishment operated by the City for the temporary confinement, safekeeping, and control of animals which come into the custody of the City of Plano.

Animal Services Officer means a person designated by the City to represent and

act for the City in the impounding of animals, controlling of animals running at large, and enforcing the provisions of this chapter and all regulations relating to animals as authorized by state or federal law.

Assistance animal means any animal specially equipped or trained by a recognized organization to assist a person with a disability who has satisfactorily completed a specific course of training in the use of the animal.

At large means an animal that meets at least one (1) of the following criteria:

- Any animal not confined to the premises of the owner by substantial physical means of restraint of sufficient height, strength, and/or manner of construction to preclude the animal from leaving the premises of the owner or being able to come within six (6) feet of any public area.
- Any animal which is not physically and continually restrained by some person by means of a tether of proper strength and of a length of not more than six (6) feet.
- This definition does not apply to an animal in any City-designated dog park so long as it is in compliance with all other requirements of this ordinance. This definition does not apply to an indigenous wild or feral animal.

Auction means any facility where animals are regularly bought, sold, or traded to the highest bidder. This definition does not apply to individual sales of animals by private owners.

Basic Grooming means maintaining the eyes, ears, beaks, hooves, feet, nails, coat, and skin of an animal.

Business day means a day during which the City of Plano Animal Shelter is open for business and the lobby area is accessible to the public and staffed with City personnel.

Bodily injury means an injury characterized by bite or scratch wounds. This term includes any type of injury that would cause a reasonably prudent person to seek treatment from a medical professional or veterinarian without regard to whether the person actually sought the treatment.

Cat means a domesticated member of the feline family (*Felis domesticus*) other than a lion, tiger, bobcat, jaguar, panther, leopard, cougar or other prohibited feline, or any hybrid thereof.

City means the City of Plano.

City Enforcement Agent means the City of Plano Health Director, his authorized

representatives, any Animal Services Officer or law enforcement officer that is employed by the City of Plano.

Commercial Breeder means any owner who breeds animals and/or transfers ownership of more than twelve (12) animals or more than two (2) litters, clutches, or other groups of offspring (whichever is greater) of any breeding animal during any twelve (12) consecutive month period to another person for the purpose of breeding, show, personal pet, slaughter, or resale to a third person.

Conviction means: a finding of guilty after a trial; a plea of guilty; a finding of deferred adjudication or disposition; or a plea of no contest.

Currently vaccinated means an animal that is considered to have a current anti-rabies vaccination according to the Texas State Rabies Control Act, as amended, and the minimum standards established by the appropriate state agency or rule-making board.

Dangerous animal means:

- An animal that commits an unprovoked attack on a human being that causes bodily injury, serious bodily injury, or death and occurs in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own;
- An animal that is at large and makes an unprovoked attack on a domestic animal that causes serious bodily injury to, or the death of, the attacked animal; or
- An animal that is at large and makes an unprovoked attack on a domestic animal that causes serious bodily injury and the attacking animal has already made at least one unprovoked attack on a previous occasion.

Department means the City of Plano Health Department.

Direct physical control means precautions in place so the person may exercise physical control over the animal in the event it should become necessary to do so to protect the animal, a human, or another animal from harm.

Division means the City of Plano Animal Services Division of the Health Department.

Dog means a domesticated member of the canine family (*Canis familiaris*), other than a wolf, jackal, fox, dingo, coyote, or other prohibited canine, or any hybrid thereof.

Domestic Animal means any animal that may be kept as a pet or as livestock within the City of Plano so long as all of the required provisions of this chapter are met,

ownership of said animal is not prohibited by any international, federal, local or state law, and it is not a Wild Animal, as defined herein, including but not limited to the following animals:

- Reptiles – Any non-venomous reptile that does not typically reach total lengths greater than eight (8) feet;
- Birds – Any birds commonly kept as pets, or any bird kept for falconry purposes by a state and federally permitted falconer;
- Fish – Any fish commonly kept as pets; or
- Mammals – Any mammal commonly kept as pets or livestock including, but not limited to, dogs, cats, ferrets, rabbits, guinea pigs, hamsters, hedgehogs, rats, mice, chinchillas, sugar gliders, horses, cows, alpacas, and llamas.

Estray means any branded or unbranded livestock, fowl, exotic livestock, or exotic fowl found running at large.

Estrus means a regular period of reproductive excitement in many female mammals, during which the animal seeks to mate.

Euthanasia means the termination of a domestic animal by a person using methods authorized by state law.

Feral Animal means any un-owned, untamed animal living in the wild that will not voluntarily accept handling by humans despite usually being considered a domestic animal.

Health Director means the Director of the City of Plano Health Department and his authorized designees.

Humane trap means any trap designed to capture an animal without injuring the animal.

Identification means any acceptable method, such as microchipping, registration tag, or tattoo, which can be used to readily trace the current ownership of an animal.

Impound means the placing of an animal in the City’s Animal Services Facility.

Inhumane Treatment of Animals means any treatment of an animal prohibited by any provision of this chapter.

Intact means any animal that has not been sterilized.

Kennel means any lot, building, structure, enclosure, or premises where five (5) or

more adult animals are kept and wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs, cats, or other animals.

Livestock means or includes, regardless of age, sex, or breed: horses, consisting of all equine species including mules, donkeys, and jackasses; cattle, consisting of all bovine species; sheep, consisting of all ovine species; llamas or alpacas; goats, consisting of all caprine species; rabbits; chickens; and pigs or hogs, consisting of all swine species.

Local Rabies Control Authority (LRCA) means the person designated by the governing body of a municipality to enforce the Texas Health and Safety Code, as amended.

Local Rabies Control Incident (LRCI) means any bite, scratch, or other injury to a person caused by a warm-blooded animal that breaks the victim's skin and/or causes them to bleed and could therefore allow the rabies virus to be transmitted from the animal to the person.

Microchip Implant means a passive electronic device that is injected into an animal by means of a hypodermic-type syringe device. Each microchip shall contain a unique and original number that is read by an electronic scanning device for purposes of animal identification and recovery by the animal's owners. The microchip implant shall be supplied with an exterior collar-type tag for purposes of an external means of notifying others that the animal has been implanted with a microchip.

Microchip Reader means an electronic scanner with an operating frequency that is able to detect a microchip that has been implanted in an animal, and displays the number of the microchip to its operator. The microchip reader shall be of a type that activates and displays the number of a microchip manufactured by multiple vendors.

Notice means by personal service, certified mail (return receipt requested), or a written notice left at the entrance to the premise where the animal is harbored.

Notify and notification, unless otherwise defined in this chapter, a requirement to notify the Division means to contact the Division at (972) 769-4360. Notification shall be made immediately, but only as soon as can be done so safely.

Offer to Transfer Ownership means to offer to convey ownership rights, in person, electronically, or by any other means, of an animal from one person to another by any means including, but not limited to, auctioning, selling, giving away, delivering, trading, or bartering.

Owner means any person, partnership, corporation, association or legal entity that harbors, shelters, keeps, controls, manages, possesses or has whole or part interest in any animal. The occupant, owner or head of household of any premises where an animal

remains for seventy-two (72) hours or more shall be rebuttably presumed to be the owner of the animal, unless the animal has been reported to the Division as a stray animal. An occupant of any premises on which a dog or cat remains or customarily returns to is an owner for purposes of this chapter. If a person under the age of seventeen (17) years owns an animal the parent, legal guardian, or the head of the household shall be the owner for purposes of this chapter. There may be more than one person responsible for an animal. This term shall include persons who are in temporary possession of the animal, including but not limited to pet sitters and trainers.

Owner's Agent means a person who has been authorized by the owner to act on his behalf.

Person shall have the meaning assigned in chapter 1, section 1-3 of the Code of Ordinances. The term *person* shall include the term *owner*.

Pet Grooming Facility means an establishment that provides basic grooming for domestic animals but does not routinely board animals for a fee. For the purposes of this chapter, a veterinary clinic that provides basic grooming is not a pet grooming facility.

Police Service Animal means an animal owned by the City of Plano, or other governmental law enforcement agency, specifically trained or equipped to assist personnel in a law enforcement capacity.

Pony Ride means the use of any horse, pony, mule, donkey, or burro to provide rides to, or to pull wagons containing, individuals other than the animals' owners, whether gratuitously or for a fee.

Private Animal Sale means the individual transfer of ownership of an animal, other than a wild animal, by a private owner to another private owner that occurs on the property of either the seller or buyer.

Quarantine means to confine and isolate from human beings and other animals in a state-approved quarantine facility or in compliance with all stipulations of a home quarantine when allowed by the Local Rabies Control Authority. The quarantine period for a dog, cat, or a domestic ferret for rabies observation is 240 hours from the date and time of the bite, scratch or other exposure, or as specified by state law or rule.

Releasing Agency means any public or private animal pound, shelter, or humane organization. The term does not include an individual who occasionally renders humane assistance or shelter in the individual's home to a dog or cat.

Restrain means to control an animal by physical means.

Secure Enclosure means an animal housing enclosure that is located inside a

separate fenced area. The enclosure must be equipped with a lock and must prevent the entry of the general public, including children. It must prevent the escape or release of an animal. It shall be clearly marked as containing a quarantined/dangerous animal. It must have an attached roof. It must have a concrete floor or have the sides buried not less than two (2) feet into the ground to prevent the animal from digging out. It must be located a minimum of five (5) feet from any fence line that abuts adjacent property or a public area. It must conform with any additional requirements as established and provided in writing to the owner by the Animal Services Division.

Serious bodily injury means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

Shelter means a structure that is capable of providing cover and protection from the weather. At minimum, a shelter must have three sides, a top, a bottom and be adequately ventilated. It must have bedding material. It must be large enough so that the animal can enter, stand, turn around, and lie down, but small enough to prevent the loss of body heat during cold weather.

Sterilized means an animal rendered incapable of reproduction.

Substantial Evidence Rule means the reviewing court should uphold the administrative body's ruling if it is supported by evidence on which the administrative body could reasonably base its decision.

Tether means any leash, chain, cord, rope, or other means of restraining an animal or the act of chaining, tying, fastening or otherwise securing an animal to a fixed point so that it can move or range only within certain limits.

Transfer Ownership means to convey ownership rights of an animal from one person to another by any means.

Twelve (12) Consecutive Month Period means the twelve (12) month period immediately preceding the date of the most recent impoundment, conviction, or plea of guilty or no contest.

Unprovoked means that the animal was not hit, kicked, pulled, struck, pinched, or squeezed by a person with an object or part of the person's body, or otherwise teased or tormented in any manner.

Vaccination means the inoculation of an animal with an anti-rabies vaccine that is licensed by the United States Department of Agriculture for use in that species and which is administered in accordance with the label's directions and all state laws for the purpose of immunizing the animal against rabies.

Veterinary Hospital means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

Wild Animal means any animal not normally considered domesticated, regardless of the state or duration of captivity, that can typically be found in a wild state which, because of its size, vicious nature, potential disease threat, or other natural characteristic(s), would constitute a danger to human life, property or domestic animals, or any animal that is restricted from ownership by any international, federal, or state law including, but not limited to, the following animals:

- Reptiles: venomous reptiles, crocodiles, alligators, any reptile that typically reaches a total length greater than eight (8) feet, and iguanas;
- Birds: emus, ostriches, or rheas;
- Mammals: ocelots, lions, tigers, jaguars, leopards, cougars, bobcats, wolves, dingoes, coyotes, jackals, elephants, armadillos, kangaroos, wallabies, wallaroos, opossums, beavers, porcupines, weasels, martins, minks, badgers, pandas, bears, raccoons, bats, foxes, skunks, cheetahs, servals, caracals, hyenas, squirrels, wild rabbits, or non-human primates;
- Any species illegal to own under federal or state law, or any animal which is, or may be hereafter, listed as a “high risk” animal in the Texas Rabies Control Act;
- Any hybrid of any animal classified as a Wild Animal.

Wildlife Educational Center means an organization that has met all of the state and federal requirements to possess and display wild or domestic animals for educational purposes.

Wildlife Rehabilitator means a person holding all current state and/or federal permits needed to temporarily house the native wild animal species in their possession with the goal of rehabilitating the animal(s) and releasing it back into its natural habitat in accordance with all state and/or federal laws.

Zoological Park means a government-operated facility displaying or exhibiting one or more species of non-domesticated animals.

Section 4-101. Enforcement, seizures and penalties.

- (a) The Health Director shall be responsible for the enforcement of this chapter unless otherwise provided by law or this chapter.

- (b) Any person violating this chapter may be issued a citation and upon conviction thereof, the person shall be deemed guilty of a misdemeanor and punished as provided in section 1-4(b) of the Code of Ordinances of the City of Plano.
- (c) Each twenty four (24) hour period of violation, and each separate animal or condition in violation of this chapter, shall constitute a separate offense.
- (d) For the purpose of proving violations of this chapter the requirement of a culpable mental state is expressly waived.
- (e) City Enforcement Agents are authorized to seek a warrant or order from a court of competent jurisdiction to enforce this chapter.
- (f) City Enforcement Agents shall have the power to seize and impound an animal with a warrant or court order under the following conditions:
 - (1) When the City Enforcement Agent has probable cause to believe the animal creates a nuisance as described in section 4-300(a) (2) of this chapter;
 - (2) When the City Enforcement Agent has probable cause to believe the animal has been abandoned or is being treated inhumanely as described in this chapter;
 - (3) When the City Enforcement Agent has probable cause to believe the animal has rabies or has been exposed to rabies;
 - (4) When the City Enforcement Agent has probable cause to believe the animal is not being quarantined for rabies observation under appropriate conditions as defined in this chapter;
 - (5) When the City Enforcement Agent has probable cause to believe the animal meets the definition of a Dangerous Animal as defined in this chapter;
 - (6) When the City Enforcement Agent has probable cause to believe that the animal has been involved in a LRCI.

- (g) City Enforcement Agents shall have the power to seize and impound an animal without a warrant or court order, with probable cause as set forth in 4-101(f) (1-6), under the following conditions:
 - (1) On public property, in all cases;
 - (2) On private property, if:
 - a. The consent of the resident or property owner is obtained; or
 - b. The City Enforcement Agent reasonably believes there is imminent danger of serious bodily injury or death to the public, other animals, or the animal in question and there is insufficient time to obtain a warrant.
 - (3) Upon the request of a peace officer if the owner is not available and there is no one 18 years of age or older to accept responsibility for the animal.
- (h) A City Enforcement Agent shall have forty-eight (48) hours from the time of the animal's seizure to request a hearing to determine the disposition of the animal in accordance with this chapter. If no hearing is requested the animal shall be returned to its owner upon request from the owner.
- (i) The City Enforcement Agent is authorized to use necessary force, including but not limited to breaking a vehicle's window, to make lawful seizures of animals pursuant to this chapter.

Section 4-102. Duties.

- (a) The Health Director shall act as the Local Rabies Control Authority for the City. If the Health Director position is vacant, then the Animal Services Manager, or his designee, shall be the Local Rabies Control Authority.
- (b) Any City Enforcement Agent shall have the authority to issue citations for any violation of this chapter and any other power or duty stated within the terms of this chapter.

Section 4-103. City exempt.

City facilities and operations are exempt from the requirements of this chapter.

Section 4-104. Fees.

All fees for this chapter shall be reviewed, set and adopted by an ordinance of the city council on a regular basis. The following is not intended to be an exhaustive listing of fees. Fees shall be assessed for: annual registrations; dangerous animals; lost registration tag; permits for animal businesses; impounded animals; boarding of animals; sterilization of animals; implanting microchips in animals; adoption of animals; vaccination of animals; disposal of deceased animals; local rabies control authority incidents; livestock capture.

The Health Director or his designee shall have the authority to reduce or waive fees under this chapter.

ARTICLE II. TREATMENT OF ANIMALS

Sec. 4-200. Inhumane treatment of animals.

- (a) A person commits an offense if, either through his action or omission, he:
 - (1) Docks the tail or removes the dew claws of an animal over five (5) days of age, or crops the ears of an animal of any age, unless he is licensed to practice veterinary medicine in the State of Texas;
 - (2) Transfers ownership or otherwise physically removes from its mother any dog, cat, ferret, or rabbit less than six (6) weeks old, or any other animal that is not yet weaned, except as advised by a licensed veterinarian;
 - (3) Dyes or otherwise artificially colors any animal;
 - (4) Displays, transfers ownership, or offers to transfer ownership of any dyed or otherwise artificially colored animal;
 - (5) Abandons any animal that they have possession of at the Animal Services Facility, any other business, on public property, or with any other person that has not agreed to be responsible for the care of the pet;
 - (6) Fails to reclaim any animal that he owns from the person who had temporary possession of the animal;
 - (7) Fails to notify the Division when any motor vehicle that he is in control of strikes an animal;

- (8) Euthanizes his own animal in a manner other than one defined in this chapter;
- (9) Carries or transports an animal in any vehicle or conveyance and fails to effectively restrain the animal so as to prevent the animal from leaving or being accidentally thrown from the vehicle;
- (10) Places or confines an animal, or allows the animal to be placed or confined, in a motor vehicle or trailer under conditions which may endanger the health of the animal due to temperature, lack of food or water, or under other circumstances which may cause bodily injury, serious bodily injury or death of the animal;
- (11) Causes, allows, or permits any animal to remain in its own filth;
- (12) Owns any animal having an infestation of ticks, fleas, or other parasites which has not been treated by a veterinarian or with appropriate commercially available treatments;
- (13) Owns any animal having any obvious illness, or injury, or any communicable illness transmittable to animal or human without having followed a proper treatment regimen for the infestation or illness;
- (14) Fails to provide basic grooming for any animal;
- (15) Causes, allows, or trains any animal to fight another animal; is in possession of any animal fighting paraphernalia or training equipment;
- (16) Fails to provide, at all times, any animal under his care with adequate wholesome food, potable water, and shelter;
- (17) Transfers ownership or offers to transfer ownership of any chickens, ducklings, or rabbits younger than sixteen (16) weeks of age in quantities of less than twelve (12) to a single purchaser;
- (18) Mutilates any dead animal for reasons other than food preparation or taxidermy. Dissection in compliance with medical or veterinary research, medical or veterinary necropsy, and bona fide educational use of dead animals shall not be considered mutilation;

- (19) Attaches a collar or harness to an animal that is of an inadequate size so that it restricts the animal's growth or causes damage to the animal's skin;
 - (20) Attaches a tether that is not appropriately sized for the animal and so heavy as to restrict or burden the animal's movements;
 - (21) Displays, transfers ownership or offers to transfer ownership of any turtle with a carapace of less than four inches in length;
 - (22) Teases or taunts any animal and provokes an aggressive reaction from an animal.
- (d) Animals seized pursuant to this section may be impounded and the City Enforcement Agent may petition the municipal court for a hearing to determine whether the animal was inhumanely treated and to determine the disposition of the animal. The petition shall be filed within 48 hours of the seizure. If the court is not open during this 48 hour period the petition shall be filed the next day the court is open for business. If a hearing is not requested then the animal shall be returned to the owner upon request of the owner.
- (e) This section shall not be interpreted to restrict the legal activities and legitimate operations of rodeos, 4H Clubs, or FFA Clubs.

Section 4-201. Placement and baiting of animal traps and poison.

- (a) Humane traps shall be used to trap animals within the City, whether on public or private property. The person who places the trap, or who requests its placement by the Division, shall be responsible for checking the trap, the care of the animal while it is in the trap, and the notification to the Division of any captured animal. All traps shall be checked at least daily.

No traps shall be placed upon public property without written permission from the Division. It shall be the responsibility of the person setting the trap to properly label the trap indicating the owner and the date permission was obtained from the Division.

- (b) All captured domesticated animals shall be turned over to the Division, unless the animal is captured as part of a feral animal neutering program that has obtained written permission from the Health Director to place traps within the City. All captured wild animals shall be turned over to the

Division, a Wildlife Educational Center, or state licensed Wildlife Rehabilitator as soon as possible.

(c) Offenses:

A person commits an offense if he:

- (1) Places, or places and baits, or permits the placing or placing and baiting of any steel jawed trap (commonly known as a "bear trap", "wolf trap", "leg hold trap", or "coyote trap"), any body hold trap (commonly known as "connibear trap"), or any other trap designed to be lethal;
 - (2) Places any substance, article, or bait that has in any manner been treated with any poisonous or toxic substance, including anti-freeze, or any drug in any place accessible to human beings, birds, dogs, cats or other animals with the intent to kill or harm animals;
 - (3) Places, or places and baits a trap or permits the placing or placing and baiting of any trap designed for trapping animals in any highway, street, alley or other public place within the corporate limits of the City unless specific written permission by the Division has been granted. This subsection shall not apply to a City Enforcement Agent or an agency working with written permission from the Division from placing the traps on public property;
 - (4) Removes, alters, damages, or otherwise tampers with a trap or equipment belonging to or set out at the request of the Division.
- (d) This section shall not be interpreted to restrict the extermination of rats, mice, insects, other vermin, or any animal deemed a nuisance by state law, through the use of traps, poisons, or other commercially available means when used in that person's residence, property, accessory structure, or commercial establishment and in accordance with the manufacturer's directions as long as reasonable precautions are taken to ensure that no human, pet, or wild animal, other than the targeted species, comes into contact with the traps, poisons, or other means and that does not violate any other section of this chapter.

Section 4-202. Tethering animals.

- (a) A person commits an offense if he tethers an animal to a stationary object for any length of time except as allowed by subsections (b) and (c).

- (b) Restraint on the owner's property or for a lawful animal event, veterinary treatment, grooming, training, law enforcement activity, or when needed to protect the safety or welfare of a person or animal shall be allowed provided that all of the following conditions are met:
 - (1) The animal's owner maintains continuous, direct physical control of the animal throughout the period of restraint;
 - (2) The tether is attached to a properly fitting collar or harness and is not wrapped around the animal's neck. Choke or prong-type collars shall not be used;
 - (3) The tether is designed and placed in a manner to prevent entanglement or injury; and
 - (4) The tether does not allow the animal to move outside the person's property or come within ten (10) feet of public property if tethered outside a fenced area.

- (c) A "skyline" type aerial trolley consisting of a line that is strung between two fixed points that are at least twenty (20) feet apart with a down line that is at least five (5) feet in length is allowed as long as the requirements of Section 4-202(b)(2-4) are met and the animal is enclosed behind a fence of adequate size and strength capable of preventing the general public, including children, or other animals from entering the area.

Section 4-203. Animal housing enclosure requirements.

- (a) All animal housing enclosures must be securely built, adequately sized for the kind, size, and number of animals housed, maintained in a sanitary condition so that flies or mosquitoes are not allowed to breed and odors are not offensive to adjacent residences or businesses, in compliance with all other requirements of this chapter, City zoning laws, and the following minimum standards:
 - (1) Enclosures housing fewer than five (5) animals must be at least twenty (20) feet from any adjacent building, excluding any building owned by the owner of the animals;
 - (2) Enclosures housing five (5) or more animals must be at least fifty (50) feet from any adjacent building, excluding any building owned by the owner of the animals;
 - (3) Enclosures used as an area for a dog to regularly eat, sleep, drink,

and/or eliminate must have at least one hundred (100) square feet of space for each dog six months of age or older that is housed there; and

- (4) Enclosures shall be located so that the animals being housed are protected from inclement weather, harassment, stings and/or bites from insects, and attacks by other animals.
- (b) A person commits an offense if he fails to provide an enclosure or enclosures meeting the criteria set forth in this section.
- (c) Dangerous animal enclosures shall meet the requirements of a secure enclosure as set out in this chapter.

ARTICLE III. PUBLIC NUISANCES

Section 4-300. Nuisances.

- (a) A person commits an offense if the person is an owner of an animal and the person permits, or by insufficient control allows, any of the following to occur:
 - (1) Creation of any condition on the owner's property, or that carries over to an adjacent property, that renders the ground, the water, the air or the food hazardous or injurious to human or animal life or health or that is offensive to the senses or that is detrimental to the public health;
 - (2) The animal to be at large as defined by this chapter;
 - (3) Creation of a condition conducive to the breeding of flies, mosquitoes, ticks, fleas, or other pests;
 - (4) Breeding or causing to be bred any animal within the public view; or
 - (5) Allowing any female animal in estrus to be on any public property, or any private property not owned by the animal's owner except to transport said animal to a veterinarian for treatment or to a planned breeding in compliance with all other provisions of this chapter.

- (b) A person commits an offense if the person is the owner of an animal and the person fails to immediately remove and dispose of any excreta the animal produces.
- (c) A person commits an offense if the person is the owner of an animal and fails to visibly have in his possession materials that can be used to immediately remove and dispose of any excreta the animal produces.
- (d) It is an affirmative defense to prosecution under subsections 4-300 (b) and (c) that:
 - (1) The property was owned, leased, or controlled by the owner of the animal at the time it defecated;
 - (2) The animal was an assistance animal and was in the presence of that disabled person at the time it defecated or was otherwise present on the property;
 - (3) The owner of the property or person in control of the property had given prior consent for the animal to defecate on the property; or
 - (4) The animal is a police canine being used in official law enforcement activities.
- (e) It is an affirmative defense to prosecution under subsection 4-300(a)(2, 4 and 5) if the owner can show that, the animal was at large due to forces of nature, fire, or the acts of a third party who was not residing at the animal owner's residence.
- (f) After the third conviction for violating subsection 4-300(a) (2) in any twelve (12) consecutive month period, a City Enforcement Agent may petition a municipal court judge for a hearing to determine if the animal is a continuing public nuisance. After the hearing, a municipal court judge may order the:
 - (1) Disposition of the animal as provided in Article IV of this chapter, except that the animal may not be returned to the location where the animal resided at the time of the nuisance action;
 - (2) Exclusion from the City limits of Plano of the animal; or
 - (3) Return of the animal to the owner.

- (g) After an order in subsection (f) is issued, the owner shall comply with the order within forty-eight (48) hours or within the time specified in the court order.
- (h) If the animal is to be removed from the City of Plano, the owner shall provide the address to the Health Director in writing within seventy-two (72) hours of the order being issued.

ARTICLE IV. IMPOUNDMENT, REDEMPTION AND DISPOSITION OF ANIMALS

Section 4-400. Impoundment.

- (a) Impoundment:
 - (1) Rabies: The City Enforcement Agent shall impound and quarantine any animal that he has probable cause to believe was exposed to or infected with rabies. Any animal that exhibits symptoms of the rabies disease during quarantine shall be euthanized;
 - (2) Owner's absence: The City Enforcement Agent shall impound an animal at the request of a peace officer when the owner of the animal has been arrested, hospitalized, is missing, has died, or when the owner is being lawfully evicted from his premises and there is no person present eighteen (18) years of age or older who will assume responsibility for the animal;
 - (3) Animal at large: The City Enforcement Agent may impound an animal found to be at large;
 - (4) Dangerous animal: The City Enforcement Agent shall follow the procedures for impoundment of dangerous animals set forth in Article IX of this chapter;
 - (5) Inhumane treatment: The City Enforcement Agent may impound an animal if the City Enforcement Agent has probable cause to believe the animal has been inhumanely treated as defined by this chapter; or
 - (6) LRCI: The City Enforcement Agent may impound and quarantine an animal the Agent has probable cause to believe has been involved in a LRCI.

Section 4-401. Redemption of impounded animals.

In order for a person to redeem an impounded animal he must meet the following requirements:

(a) Conditions for redemption of animals:

(1) Rabies vaccination required

- a. For the purposes of this subsection, sufficient proof of an animal's current rabies vaccination shall be either a rabies vaccination certificate issued by a licensed veterinarian or verbal or written confirmation of a current rabies vaccination by the licensed veterinarian who administered the vaccination.
- b. If the owner cannot prove that the animal has a current rabies vaccination, the owner shall pay a fee to have a rabies vaccination given prior to the release of the animal.
- c. If a vaccination cannot be given at the time of the redemption the owner shall have seven (7) business days to provide written proof of obtaining a current rabies vaccination to the City Enforcement Agent.
- d. If, in the opinion of a licensed veterinarian, the rabies vaccination should not be given within the seven (7) business day period, the owner must provide a signed statement from the veterinarian stating why the vaccine should be temporarily delayed and when the vaccine may be given. The owner shall provide written proof of the administering of the vaccination to a City Enforcement Agent within forty-eight (48) hours.

(2) Microchip required

The owner shall pay a fee to have a microchip implanted into the animal prior to release.

(3) Sterilization required

- a. The owner shall submit proof of having the animal sterilized within thirty (30) days of its release. The proof shall be a completed sterilization certification form provided by the Animal Services Facility that is signed by the sterilizing veterinarian.
- b. Subsection a. shall not apply if the owner can provide proof that the animal has a current City license and rabies vaccination, and was identified by microchip or visible identification, and one or more of the following conditions were met:
 - 1. The animal was registered with a national registry or was a sporting dog, livestock dog, working dog and the owner was a member of a national breed club, local breed club, local all-breed club, or sporting or hunting club; or
 - 2. The animal was a professionally trained assistance or police service animal; or
 - 3. The animal was at large due to forces of nature, fire, or the acts of a third party who was not residing at the animal owner's residence.
- c. Nothing in this subsection shall be construed as permitting sterilized dogs and cats to run at large.
- d. Upon the animal's first impound in any twelve (12) month period, and the owner chooses to have his animal sterilized prior to redemption, his impound fee shall be waived. The owner shall pay a sterilization fee and any other applicable fees prior to the animal being returned.
- e. Any animal that is impounded a second time in any consecutive twelve (12) month period shall be sterilized prior to redemption by the owner. This subsection shall not apply if the animal was at large due to forces of nature, fire, or the acts of a third party who was not residing at the animal owner's residence.

(4) Payment of fees

The owner must pay all applicable fees before the animal is released.

(5) Wild animals

Impounded wild animals kept in violation of this chapter may not be redeemed and may be placed with a Wildlife Rehabilitator or Wildlife Educational Center or euthanized at the Health Director's discretion.

(6) A person commits an offense if he fails to provide the proof of rabies vaccination required in section 4-401(a) (1) (c. or d.).

(7) A person commits an offense if he fails to provide the proof of sterilization required in section 4-401(a) (3) (a.).

(b) This section shall not apply if the animal was impounded:

(1) For being inhumanely treated as defined in this chapter and a hearing is pending or shall be pending to determine the disposition of the animal;

(2) As a dangerous animal as defined in this chapter and a hearing is pending or shall be pending to determine the disposition of the animal;

(3) For investigation of rabies and the quarantine period has not expired;

Section 4-402. Disposition of animals.

(a) Time limits

(1) Impounded animals with no means of traceable identification shall be kept for not less than three (3) business days, unless earlier reclaimed by the owner or euthanized as allowed by this chapter.

(2) Animals with any type of traceable identification shall be kept for not less than ten (10) business days, or not less than three (3) business days from the time the owner is notified, whichever is the shorter time period, unless earlier reclaimed by the owner or euthanized as allowed by this chapter.

- (3) An animal impounded at the request of a peace officer as required by section 4-400(a)(2) of this chapter shall be kept for not less than ten (10) business days unless earlier reclaimed by the owner or the owner's agent or euthanized as allowed by this chapter.
 - (4) An impoundment period is not required for an animal voluntarily released to the Division by its owner.
 - (5) An impoundment period is not required for any wild animal.
- (b) Injured or diseased animals
- (1) Any impounded animal, registered or unregistered, which appears to be suffering from serious bodily injury or disease and which is in great pain or suffering and probably will not recover or which appears to have an infectious disease which is a danger to humans or to other animals may be euthanized.
 - (2) Any animal that is not displaying any type of identification and which due to its extremely violent or feral nature poses a substantial risk of bodily injury to the safety of Division staff may be euthanized.
- (c) The Division may dispose of impounded animals after the expiration of any required impoundment period by any of the following methods.
- (1) Adoption
 - a. The Division shall be authorized to place for adoption dogs or cats impounded by the City under the following conditions:
 - 1. The Division shall evaluate all animals to determine if it is an adoption candidate, based on its health and temperament, and if its health and age are adequate for vaccination. However, an affirmative decision shall not constitute a warranty of the health, temperament, or age of the animal.
 - 2. There will be an adoption fee for all dogs and cats at an amount set by the Plano City Council. The fee will include the cost of sterilization, vaccination, implantation of a microchip, and licensing.

3. All animals adopted from the Animal Services Facility shall be implanted with a microchip, vaccinated against rabies according to state guidelines, and sterilized.
 4. If, in the opinion of a licensed veterinarian, there is a legitimate health risk justifying the delay of sterilization, the person adopting the animal must provide a signed statement from the veterinarian stating why the sterilization should be delayed and when the procedure may be performed. A legitimate health risk cannot be based solely on the age of the animal if the animal is at least eight (8) weeks old. The owner shall provide written proof of the completed sterilization within forty-eight (48) hours of the procedure.
 - b. If an adopted animal dies on or before the sterilization completion date, the adopting person must provide written documentation to the Division that the animal has died.
 - c. If an adopted animal is lost or stolen before the sterilization date, the adopting person must provide written documentation to the Division stating that the animal is lost or stolen and a copy of the police report, if any, of the theft. In order to be sufficient, the letter shall be delivered not later than the seventh (7th) business day after the date of the animal's disappearance and shall describe the circumstances surrounding the disappearance and the date of disappearance.
- (2) Transfer to releasing agency or foster care
- a. The Division may transfer ownership of the animal to a releasing agency that has a signed Transfer Agreement for Dogs and Cats on file with the Division provided that the group sterilizes and microchips the animal prior to placing it into an adoptive home.
 - b. The Division may temporarily place the animal in a foster home that has a signed Foster Agreement for Dogs and Cats on file with the Division;

(3) Euthanasia

The Division may euthanize the animal due to health, temperament, space limitations, or as otherwise deemed necessary by the Health Director.

- (d) The choice of which of these options to use shall be made at the sole discretion of the Division unless otherwise mandated by law or a court order.
- (e) A person commits an offense if he fails to provide the proof required in section 4-402(c) (1) (a.)(4.).

ARTICLE V. MULTIPLE ANIMALS

Section 4-500. Permit required for multiple pets.

Any person in possession of more animals than authorized without a permit in this section shall have one year from the effective date of this ordinance to either obtain a permit or otherwise comply with this section.

- (a) Except as provided by this section, no single-family, residentially zoned property within the City shall harbor more than ten (10) adult animals, no more than four (4) of which may be intact. No duplex or multi-family residentially zoned property shall harbor more than five (5) adult animals, no more than one (1) of which may be intact. No residence within the City shall harbor more than one (1) litter, clutch, or other group of offspring, whether whole or in part, at any time.
- (b) Any person desiring to keep more animals than allowed by subsection (a) may apply with the Division for a multiple pet permit. The applicant shall pay an application fee at the time of filing.
- (c) The Division shall issue the permit if the following conditions are met:
 - (1) Inspection required – Applicants shall submit to an in-home inspection by the City Enforcement Agent prior to the issuance of a multi-pet permit. A permit shall not be issued if the inspection determines:
 - a. That the requested number of animals cannot be maintained without creating noise or odor nuisances;

- b. That the requested number of animals cannot be maintained in a healthy and sanitary environment;
 - c. The number of intact animals exceeds Section 4-500 (a);
 - d. That any animal at the location is not in compliance with all provisions of this chapter.
- (2) No inspection required – Applicants who provide proof of having a current multiple pet permit, and who have not obtained additional animals since their last inspection, and have had no enforcement actions for violating this chapter during the preceding twelve (12) months, may be issued a permit by mail without inspection. The Division may require an inspection during reasonable hours at their discretion regardless of the applicant’s history.
- (d) All multiple pet permits issued under this section shall be valid for one (1) year from the date of issuance, and shall be valid only as to the applicant and location for which it was originally issued.
 - (e) A person commits an offense if the person is a holder of a multiple pet permit and he refuses, upon request by a City Enforcement Agent during reasonable hours, to make his animals, premises, facilities, equipment, and any necessary registrations or permits available for inspection.
 - (f) A person commits an offense if the person is a holder of a multi-pet permit and he refuses to show his permit upon request by a City Enforcement Agent.
 - (g) A person commits an offense if he harbors a greater number of animals than allowed in section 4-500(a) without obtaining a multiple pet permit.
 - (h) A person commits an offense if he is the holder of a multiple pet permit and harbors more animals than authorized in his permit.

Section 4-501. Revocation, denial and appeal.

- (a) The Animal Services Manager may revoke a permit issued under section 4-500 or refuse to issue a permit if the permittee or applicant fails to meet the standards required in section 4-500, refuses to permit inspections of the premises, or violates any provision of this chapter.

- (b) A denial or revocation of a permit may be appealed to the Health Director. The appeal must be made in writing within ten (10) days of receiving written notice of the permit denial or revocation from the Division. If no appeal request is received within the ten-day period, the denial or revocation of the permit becomes final. Upon receiving an appeal, the Health Director shall hold a hearing at a time and place of his designation within ten (10) days of the appeal being received.
- (c) The decision of the Health Director shall be final.
- (d) The permittee or applicant may reapply for a new permit under section 4-500 at any time.

ARTICLE VI. RABIES AND ZONOSIS CONTROL

Section 4-600. State regulations adopted.

The City of Plano hereby adopts by reference the Texas State Rabies Control Act, as amended, and the standards established by the appropriate state agency or rule-making board as minimum standards for rabies control and quarantine provisions within the City of Plano.

Section 4-601. Rabies tag and vaccination certificate.

- (a) All animals that are required by the Texas State Rabies Control Act to have a rabies vaccination must have their current rabies tag affixed to a properly fitted collar or harness at all times. The owner shall retain the rabies vaccination certificate and make it available for inspection upon request by a City Enforcement Agent.
- (b) Rabies vaccination certificates will be valid for a period of time as determined by the issuing veterinarian in accordance with the Texas State Rabies Control Act.
- (c) A person commits an offense if he is the owner of an animal and fails to provide rabies vaccinations for the animal.
- (d) A person commits an offense if he presents a rabies vaccination certificate to a City Enforcement Agent for any animal other than the animal for which the certificate was issued.
- (e) A person commits an offense if he attaches a rabies tag to any animal's collar or harness other than the animal for which the tag was issued.

- (f) A person commits an offense if he fails to display the rabies tag as required by this section.

Section 4-602. Notification of local rabies control incidents or zoonotic disease.

- (a) Any licensed veterinarian or technician working for a veterinarian who diagnoses, examines, or treats any animal diagnosed to have, or suspected to have, rabies, a non-natural infection of anthrax, avian influenza, brucellosis, campylobacteriosis, Escherichia coli 0157:H7, hantavirus, Lyme Disease, monkeypox, plague, Q-fever, rabies, Rocky Mountain Spotted Fever, Salmonellosis, Tularemia, West Nile virus, or any other zoonotic encephalitis, or other zoonotic diseases transmissible to humans, shall immediately report their findings to the Division.
- (b) Any physician or other medical or veterinary practitioner having knowledge of a local rabies control incident shall notify the Division of the names, addresses and phone numbers of persons or animals treated.
- (c) Any person owning or possessing an animal which has been involved in a local rabies control incident, or any other person having knowledge of the local rabies control incident, shall notify the Division.
- (d) A person commits an offense if he has knowledge of a local rabies control incident and fails to notify the Division within forty-eight (48) hours.
- (e) A person commits an offense if he has knowledge of any potential disease as listed in this section and fails to notify the Division within twenty-four (24) hours.

Section 4-603. Quarantine.

- (a) Any animal that a City Enforcement Agent has probable cause to believe was exposed to or is infected with rabies, or that the Agent has probable cause to believe has been involved in a local rabies control incident, shall be placed under quarantine. Animals shall be quarantined according to state law and rules. The seizure of animals for quarantine shall be pursuant to section 4-101 of this chapter.
- (b) Upon request by the owner, a home quarantine maybe allowed if the Health Director determines all state requirements for a home quarantine are met and the owner complies with all of the following requirements:
 - (1) Isolates the animal from all people and pets other than those that

- lived with the biting animal at the quarantining residence prior to the local rabies control incident;
- (2) Agrees to allow a City Enforcement Agent to inspect the animal and residence at any reasonable time during the quarantine period;
 - (3) Agrees to contact the Division immediately if the animal escapes from the residence, dies, attacks any other person or animal, exhibits any change in behavior, or exhibits any sign of illness;
 - (4) Confines the animal inside a residence or dwelling at all times other than times for evacuation of waste material. During evacuation, the animal shall be kept on a tether not more than six (6) feet in length and must remain under the direct physical control of an adult at all times;
 - (5) Agrees to keep the animal at the approved residence or dwelling throughout the quarantine period unless prior written approval to move the animal is obtained from the Health Director;
 - (6) Agrees to keep the animal under quarantine until the animal is cleared by the Health Director;
 - (7) Registers and implants a microchip in the animal in compliance with this chapter; and
 - (8) Agrees to immediately turn the animal over to a state-approved rabies quarantine facility for the duration of the quarantine period as ordered by the Health Director if any section of this chapter is violated.
- (c) Should a potential outbreak of rabies within the City be suspected and the danger to the public safety from rabid animals be reasonably imminent, the Health Director is hereby authorized to issue a quarantine proclamation, ordering persons owning, keeping, or harboring dogs, cats or other warm-blooded animals to muzzle the same or confine them for the time as may be specified in the quarantine proclamation. Upon the publication of the proclamation by local newspapers, persons owning or harboring animals addressed by the proclamation shall confine them to premises unless they are effectively muzzled and under the control of an adult person by a tether not more than six (6) feet in length. After publication of the proclamation, an animal found to be in violation of the order or at large may be impounded or destroyed by a City Enforcement Agent if such agent is unable, with reasonable effort, to apprehend the

animal for impoundment.

- (d) A person commits an offense if the person fails or refuses to immediately comply with the Health Director's order to quarantine at the owner's residence or present for quarantine or testing at a state approved rabies quarantine facility, any animal that the Health Director has probable cause to believe has been involved in a local rabies control incident.

ARTICLE VII. ANIMAL IDENTIFICATION AND REGISTRATION

Section 4-700. Registration Tag Required.

Animals with a current registration in place on the effective date of this ordinance shall be required to comply with this section upon renewal of the animal's registration.

- (a) All dogs, cats, and ferrets four (4) months of age or older must have the City registration tag for that animal affixed to a properly fitted collar or harness at all times.
- (b) Subsection 4-700 (a) does not apply to animals temporarily within the City for a period not to exceed fourteen (14) days.
- (c) Registration tags shall be on forms and tags furnished by the Health Director and shall be issued subject to the provisions of this chapter.
- (d) The Division shall not issue a registration tag to an animal that is not currently vaccinated against rabies.
- (e) Registration tags shall be renewed annually.
- (f) A person commits an offense if he affixes a City registration tag to any animal's collar or harness other than the animal for which it was issued.
- (g) A person commits an offense if he is the owner of a dog, cat, or ferret over the age of four (4) months within the City of Plano and does not have a current a City registration tag for the animal.

ARTICLE VIII. ANIMAL BUSINESSES

Section 4-800. Permit required for animal establishments and commercial breeders.

An animal establishment, grooming facility, commercial breeder, wildlife

education center or wildlife rehabilitator who is in operation before the effective date of this ordinance shall have 180 days from the effective date of this ordinance to obtain the necessary permits and registrations.

- (a) Persons wishing to operate an animal establishment or to become a commercial breeder within the City of Plano must apply for an Animal Establishment or Commercial Breeder Permit. A permit shall be issued if the requisite fee is paid and the applicant meets the following requirements:
- (1) Cold and hot water and appropriate disinfecting/sanitizing chemicals for washing and disinfecting cages are easily accessible to all parts of the animal housing areas;
 - (2) Fresh water shall be available to all animals at all times. Containers are to be cleaned and disinfected each day. All water containers shall be removable for cleaning and mounted, placed, or weighted so the animal cannot turn them over;
 - (3) The ambient temperature in the animal housing areas is maintained between 60-79°F at all times. The temperature and humidity in individual cages are maintained at levels that are healthful for the species of animals being housed and adequate ventilation is maintained in all animal housing areas;
 - (4) All cages and enclosures are constructed of a nonporous material for easy cleaning and disinfecting. Each cage and enclosure is of sufficient size that at minimum the animal will have room to stand, turn, and lie down in a natural position. Each cage and enclosure is thoroughly cleaned and disinfected each day. Each cage and enclosure is locked or otherwise secured to prevent the escape of any animal being kept. Injured or ill animals shall be kept isolated from healthy animals;
 - (5) Daily feeding records are maintained to ensure that all animals are fed a proper and nutritious diet specific to the species' needs. The daily feeding records shall be maintained or posted in a readily accessible location. All veterinarians' orders must be in writing and kept on record and available for inspection during the Animal Establishment's or commercial breeder's regular business hours. In general, all animals under six (6) months of age are to be fed at least two (2) times per twenty four (24) hour period, or as advised by a veterinarian, and all other animals must be fed at least one (1) time per twenty four (24) hour period, or as advised by a

veterinarian. Food for each animal shall be served in a clean dish so constructed or mounted that the animal cannot readily tip it over and be of the type that are removable for cleaning. Disposable feeding dishes are acceptable for one-time use only. Animals that do not require daily feedings are exempt from the daily feeding requirement; however, feeding records shall be maintained and the animal shall be kept in a healthful body condition;

- (6) Each bird must have sufficient room to stand upright without touching the top of their housing area and to spread their wings fully without touching the side of their housing area. Each bird shall have access to a perch that is placed horizontal to other perches in the same cage and is of adequate size for the species being housed. The housing area must be sufficiently ventilated. Large birds shall have separate cages from smaller birds. There shall be clean water and suitable food available to the birds at all times and all troughs or other receptacles must be easily accessible to the birds and placed so that the birds cannot turn them over or defile their contents. Injured, diseased, or dead birds shall be immediately removed from housing areas holding healthy birds;
- (7) There is sufficient clean, dry bedding to meet needs of each individual animal;
- (8) All animals are fed and watered, and all cages cleaned and disinfected every day including Sundays and holidays;
- (9) All dogs, cats, and ferrets four (4) months of age or older have proof of being currently vaccinated against rabies;
- (10) Written procedures are in place to notify the Division of any local rabies control incident as required by Section 4-602 of this chapter;

- (b) A person commits an offense if he transfers ownership or offers to transfer ownership of any animal without first obtaining an Animal Establishment or Commercial Breeder Permit.
 - (1) It is an affirmative defense to subsection 4-800(b) if the transfer was a private sale of the animal as authorized by this chapter.
- (c) A person commits an offense if he is the owner of an Animal Establishment or Commercial Breeding Service and has a permit issued under this section and refuses, upon request by the Division, to make his animals, the portion of the premises that house or are used to service the animals, equipment, and any necessary registrations, veterinary records, feeding logs or permits available for inspection during regular business hours. If there are no set business hours, then the inspection may occur during reasonable hours.
- (d) A person commits an offense if he has a permit issued under this section and fails to meet the conditions set forth in section 4-800(a). Each separate condition that is not met shall constitute a separate offense.

Section 4-801. Revocation, denial and appeal.

- (a) The Animal Services Manager may revoke a permit issued under section 4-800 or refuse to issue a permit if the permittee or applicant fails to meet the standards required in section 4-800, refuses to permit inspections of the premises, or violates this chapter in any other way.
- (b) A denial or revocation of a permit may be appealed to the Health Director. The appeal must be made in writing within ten (10) days of receiving written notice of the permit denial or revocation from the Division. If no appeal request is received within the ten-day period, the denial or revocation of the permit becomes final. Upon receiving an appeal, the Health Director shall hold a hearing at a time and place of his designation within ten (10) days of the appeal being received. Based upon the recorded evidence of the hearing, the Health Director shall make a final ruling.
- (c) The decision of the Health Director shall be final.
- (d) The permittee or applicant may reapply for a new permit under section 4-800 at any time.

Section 4-802. Permit required for animal exhibition.

- (a) The presenter or owner of the animal exhibition, or the property owner where the exhibit is to take place must apply for an animal exhibition permit at least thirty (30) business days before the performance or display and provide exact dates, times, locations, transportation and housing arrangements, and animals involved in each performance or display. A permit shall be issued for an exhibition period of not more than seven (7) days if the animal exhibition pays the required fee and complies with the following conditions:
- (1) All cages or other animal housing areas are kept clean and free of wastes;
 - (2) Fresh water is available to all animals at all times. Containers are to be cleaned and disinfected each day. All water containers shall be removable for cleaning and mounted so the animal cannot turn them over;
 - (3) If indoors, the ambient temperature in the animal housing areas is maintained between 60-79°F at all times. The temperature in individual cages is maintained at a level that is healthful for the species of animals being housed and adequate ventilation is maintained in all animal housing areas. If outdoors, the exhibition must immediately be halted if at any time the heat index exceeds 95°F;
 - (4) All cages and enclosures are constructed of a nonporous material for easy cleaning and disinfecting. Each cage and enclosure is of sufficient size that at minimum the animal will have room to stand, turn, and lie down in a natural position. Each cage and enclosure is thoroughly cleaned and disinfected each day. Each cage and enclosure is locked or otherwise secured to prevent the escape of any animal being kept;
 - (5) Daily feeding records are maintained to ensure that all animals are fed a proper and nutritious diet specific to the species' needs. The daily feeding records shall be maintained or posted in a readily accessible location. All veterinarians' orders must be in writing and kept on record and available for inspection during the Animal Exhibition's regular business hours. In general, all animals under six (6) months of age are to be fed at least two (2) times per twenty four (24) hour period, or as advised by a veterinarian, and all other

animals must be fed at least one (1) time per twenty four (24) hour period, or as advised by a veterinarian. Food for each animal shall be served in a clean dish so constructed or mounted that the animal cannot readily tip it over and be of the type that are removable for cleaning. Disposable feeding dishes are acceptable for one-time use only. Animals that do not require daily feedings are exempt from the daily feeding requirement; however, feeding records shall be maintained and the animal shall be kept in a healthful body condition;

- (6) Each bird must have sufficient room to stand upright without touching the top of their housing area and to spread their wings fully without touching a side of their housing area. Each bird shall have access to a perch that is placed horizontal to other perches in the same cage and is of adequate size for the species being housed. The housing area must be sufficiently ventilated. The housing area must be cleaned every day and disinfected when birds are sold or otherwise transferred. Large birds shall have separate cages from smaller birds. There shall be clean water and suitable food available to the birds at all times and all troughs or other receptacles must be easily accessible to the birds and placed so that the birds cannot turn them over or defile their contents. Injured, diseased, or dead birds shall be immediately removed from housing areas holding healthy birds;
- (7) There is sufficient clean, dry bedding to meet needs of each individual animal;
- (8) All animals are fed and watered, and all cages cleaned and disinfected every day during the exhibition, including Sundays and holidays;
- (9) All dogs, cats, and ferrets four (4) months of age or older have proof of being currently vaccinated against rabies;
- (10) Animals being used to give rides or doing other work are in good physical condition, including their hooves or feet, and given not less than a thirty (30) minute break for each three (3) hours worked;
- (11) All areas used by the exhibitor are thoroughly cleaned and all wastes are properly disposed of at the conclusion of the exhibition;

- (12) Written procedures are in place to notify the Division of any local rabies control incident as required by Section 4-602 of this chapter;
- (13) The animal exhibition is divided into three distinct areas that are separated by barriers:
 - a. Non-animal areas - where animals, with the exception of service animals, are not permitted;
 - b. Transition areas - located at both entrances and exits to animal areas; and
 - c. Animal areas - where animal contact is possible.
- (14) The animal exhibition shall be designed so that there is a single entrance transition area leading to the animal area and a separate exit transition area leading out of the animal area. The permit holder shall be responsible for controlling visitor traffic to prevent overcrowding in any of these areas;
- (15) Entrance transition areas must be designed to facilitate education. Signs shall be posted at all entry transition areas notifying visitors that they are entering an animal area and that they are not to eat, drink, smoke, place their hands in their mouth, or use bottles or pacifiers while in the animal area. Signs warning that senior citizens, pregnant women, young children, and persons who are immunocompromised or mentally impaired are at an increased risk of disease or illness and should take extra precautions to protect themselves shall also be posted in the entrance transition area;
- (16) Strollers, food, and beverages are allowed to be possessed, prepared, served, or consumed only in non-animal areas. The animal exhibition permit applicant must provide storage or holding areas for these items for visitors;
- (17) Exit transition areas must be designed to facilitate hand washing. Signs shall be posted instructing visitors to wash their hands and illustrating proper hand-washing techniques. An appropriate number of hand washing stations shall be present in the exit transitional area. Hand washing stations must be accessible for all visitors, including children and persons with disabilities. Hand washing stations shall comply with all local, state, and federal waste water restrictions and requirements. A staff member must

be positioned in the exit transition area at all times to encourage hand washing;

- (18) Animal areas must provide adequate ventilation for both animals and people. Visitors may not be allowed to access animal food or water sources. Toys, pacifiers, baby bottles, strollers, food, beverages, or tobacco products may not be present in the animal area at any time. All manure and soiled bedding shall be removed immediately and all animal waste and specific tools for its removal must be stored in designated areas restricted from public access. Animals exhibiting any sign of illness, such as diarrhea, vomiting, nasal discharge, or malaise, shall immediately be removed from the animal area. No pregnant animals may be exhibited at any time. All animals that are required by state law to have a rabies vaccination must have the appropriate documentation stating that this requirement has been met. All animals being exhibited must have a health certificate that was issued by a licensed veterinarian within the last twelve (12) months.
- (b) Any wild animal, as defined in this chapter, may not be displayed in any Animal Exhibition or otherwise possessed within the City, unless the possession is specifically allowed by another section of this chapter.
- (c) A person commits an offense if he owns, manages, or represents an animal exhibition that requires a permit refuses, upon request by the Division during business hours, to make his animals, that portion of his premises used to house or service the animals, facilities, equipment, and any necessary registrations, records, feeding logs or permits available for inspection.
- (d) A person commits an offense if he owns, manages or operates an animal exhibition without a permit.
- (e) A person commits an offense if he owns, operate, manages, or represents an animal exhibition and has a permit issued under this section and fails to maintain the conditions in 4-802(a). Each animal or condition in violation of this chapter shall constitute a separate offense.

Section 4-803. Revocation, denial and appeal.

- (a) The Animal Services Manager may revoke a permit issued under section 4-802 or refuse to issue a permit if the permittee or applicant fails to meet the standards required in section 4-802, refuses to permit inspections of the premises, or violates this chapter in any other way.

- (b) A denial or revocation of a permit may be appealed to the Health Director. The appeal must be made in writing within ten (10) days of receiving written notice of the permit denial or revocation from the Division. If no appeal request is received within the ten-day period, the denial or revocation of the permit becomes final. Upon receiving an appeal, the Health Director shall hold a hearing at a time and place of his designation within ten (10) days of the appeal being received. Based upon the recorded evidence of the hearing, the Health Director shall make a final ruling. The appellant may request an accelerated hearing date and the Health Director shall grant the request if scheduling permits.
- (c) The decision of the Health Director shall be final.
- (d) The permittee or applicant may reapply for a permit under section 4-802 at any time.

Section 4-804. Permit required for pet grooming facilities.

- (a) Persons wishing to operate a Pet Grooming Facility within the City of Plano must apply for a pet grooming facility permit. A permit shall be issued if the requisite fee is paid, and the applicant meets the following requirements:
 - (1) Cold and hot water and appropriate chemicals for disinfection/sanitizing of cages, grooming tables, and grooming utensils is easily accessible to all parts of the animal housing areas;
 - (2) The temperature in the animal housing areas is maintained between 60-79°F at all times. The temperature in individual cages is maintained at a level that is healthful for the species and breed of animals being housed and adequate ventilation is maintained in all animal housing areas;
 - (3) All cages and enclosures are constructed of a nonporous material for easy cleaning and disinfecting. Each cage and enclosure is of sufficient size that at minimum the animal will have room to stand, turn, and lie down in a natural position. Each cage and enclosure is thoroughly cleaned and disinfected after each use;
 - (4) When necessary, there is sufficient clean, dry bedding to meet needs of each individual animal;

- (5) All animals held overnight must be fed and watered, and all cages housing animals cleaned every day including Sundays and holidays;
- (6) Written procedures are in place to notify the Division of any local rabies control incident as required by Section 4-602 of this chapter.
- (b) A person commits an offense if he owns, manages, or represents a Pet Grooming Facility that requires a permit and refuses, upon request by the Division during business hours, to make his animals, that portion of the premises used to house or service the animals, facilities, equipment, and any necessary registrations, veterinary records, feeding logs or permits available for inspection for the purpose of ascertaining compliance with the provisions of this chapter.
- (c) A person commits an offense if he holds a permit under this section and fails to comply with the requirements set forth in section 4-804(a). Each animal or condition in violation of this chapter shall constitute a separate offense.
- (d) A person commits an offense if he owns, manages or operates a Pet Grooming Facility without the permit required by this section.

Section 4-805. Revocation, denial and appeal.

- (a) The Animal Services Manager may revoke a permit issued under section 4-804 or refuse to issue a permit if the permittee or applicant fails to meet the standards required in section 4-804, refuses to permit inspections of the premises, or violates this chapter in any other way.
- (b) A denial or revocation may be appealed to the Health Director. The appeal must be made in writing within ten (10) days of receiving written notice of the permit denial or revocation from the Division. If no appeal request is received within the ten-day period, the denial or revocation of the permit becomes final. Upon receiving an appeal, the Health Director shall hold a hearing at a time and place of his designation within ten (10) days of the appeal being received. Based upon the recorded evidence of the hearing, the Health Director shall make a final ruling. The appellant may request an accelerated hearing date and the Health Director shall grant the request if scheduling permits.
- (c) The decision of the Health Director shall be final.

- (d) The permittee or applicant may reapply for a new permit under section 4-804 at any time.

Section 4-806. Wildlife Educational Centers.

- (a) A Wildlife Educational Center, as defined herein, shall obtain a Wildlife Educational Center permit from the Health Director and shall comply with any and all applicable local, federal and state regulations. The Health Director shall require the owner or operator of the Center to present proof that the Center has all the required federal and state permits prior to issuing the permit.
- (b) Permitted Wildlife Educational Centers shall obtain written permission from the Health Director to keep any non-indigenous wild animal and shall meet all housing requirements set forth by the Health Director for the purposes of safely housing the animal.
- (c) The Health Director shall waive the permit fee if the Center is a non-profit center.
- (d) A person commits an offense if he owns, operates or manages a Center which has a permit issued by the City and he refuses, upon request by the Division, to make his animals, the portion of his premises used to house or service the animals, facilities, equipment, and any necessary registrations or permits available for inspection during the establishment's regular business hours or at any other reasonable hour.
- (e) A person commits an offense if he owns, operates or manages a Center without a permit.

Section 4-807. Display of Permits Required.

A person commits an offense if he holds a permit for an Animal Establishment, Animal Exhibition, Pet Grooming Facility, or Wildlife Educational Center and fails to prominently display a copy of the current permit in a public area at all times.

Section 4-808. Wildlife Rehabilitators.

- (a) All Wildlife Rehabilitators, as defined herein, shall register as a Wildlife Rehabilitator with the Division and shall comply with any and all applicable federal state and local regulations regarding the handling and release of wildlife.

- (b) A person commits an offense if he is a registered Wildlife Rehabilitator and he refuses, upon request by the Division, to make his animals, the portion of his premises that is used to house or service animals, facilities, equipment, and any necessary registrations or permits available for inspection during business hours. If there are no regular business hours, then the inspection may occur during reasonable hours.
- (c) A person commits an offense if he operates as a Wildlife Rehabilitator and fails to register with the Division.

Section 4-809. Private Animal Sales.

- (a) No owner or person shall advertise, display, transfer ownership or offer to transfer ownership of any dog, cat, or ferret over four (4) months of age that is not sterilized, implanted with a microchip, and currently vaccinated against rabies.
- (b) A releasing agency, with written permission from the Division, may transfer ownership of animals provided that the following conditions are met:
 - (1) All other provisions of this chapter are complied with;
 - (2) All displayed animals are sterilized;
 - (3) All displayed animals over three months of age have been vaccinated against rabies in accordance with this chapter;
 - (4) All displayed animals have been implanted with a microchip; and
 - (5) The agency keeps a record for each animal adopted, including the contact information of each new owner and the microchip information and proof of vaccination and sterilization for each animal adopted.
- (c) A person commits an offense if he advertises, displays, transfers ownership, or offers to transfer ownership of more than one (1) litter, clutch, or other group of offspring per twelve (12) month period to another person for the purpose of breeding, show, personal pet, or resale to a third person, without first obtaining a Commercial Breeder permit, unless the owner or person is a governmental agency acting in an official capacity or a releasing agency acting in accordance with all other provisions of this chapter.

- (d) A person commits an offense if he advertises, displays, transfers ownership, or offers to transfer ownership of any live animal on any public property without written permission from the Division.
- (e) A person commits an offense if he advertises, displays, transfers ownership, or offers to transfer ownership of any live animal on any private property that is not owned or leased by the person displaying the animal.

ARTICLE IX. DANGEROUS ANIMALS

Section 4-900. Complaints.

- (a) Upon receipt of a sworn, written complaint by any person over the age of eighteen (18) charging that a particular domestic animal is a dangerous animal as defined in this chapter, the City Enforcement Agent shall investigate the complaint, and if there is sufficient evidence of dangerousness, a hearing before the Health Director or his designee shall be held to determine whether the animal is dangerous, unless the matter is resolved by agreement of all parties prior to the hearing. To be considered valid, the sworn, written complaints shall contain at least the following information:
 - (1) Name, address and telephone number of complainant(s) and other witnesses;
 - (2) A description of the animal and the address where it resides, and, if known, the name and telephone number of the owner of the animal;
 - (3) A statement describing the facts upon which the complaint is based including: a description of the incident or incidents which cause the complainant to believe the animal is a dangerous animal; the date, time and location of the incident; a description of the injuries sustained and whether medical assistance was sought and the outcome of that treatment;
 - (4) Any other facts that the complainant believes to be important.

Section 4-901. Impoundment pending hearing.

- (a) Prior to the hearing the animal shall be boarded at the owner's expense at the Animal Services Facility, or any other state approved quarantine facility, pending the outcome of the hearing. If the animal that is the

subject of the hearing was already impounded for being an animal at large, the animal shall remain impounded until the conclusion of the hearing.

- (b) A person commits an offense if he interferes with the lawful seizure of an animal by a City Enforcement Agent.
- (c) A person commits an offense if he harbors, hides, transports, or secures the transport for any animal for the purpose of preventing its impoundment.
- (d) A person commits an offense if the person operates or manages a quarantine facility other than the Animal Services Facility, and he fails to properly confine the animal as to prevent its escape, releases it to any person; or not be able to account for the animal's whereabouts.
 - (1) Subsection (d) shall not apply if the person operating or managing the quarantine facility first obtains written permission from the Health Director to release the animal;

Section 4-902. Hearing.

- (a) The hearing to determine if an animal is a Dangerous Animal shall be conducted within twenty (20) business days after receipt of the complaint, impoundment, or seizure of the animal, whichever occurs later.
- (b) Notice of the hearing shall be provided by the Health Director or his designee to the owner of the animal and the complainants by certified mail, return receipt requested or by personal service. At the hearing all parties shall be given opportunity to present evidence on the issue of whether the animal is dangerous.
- (c) Upon conclusion of a hearing to determine if an animal is a Dangerous Animal, the Health Director may find that the animal is not dangerous and order that it be promptly returned to its owner's custody after all impound and board fees have been paid. The Health Director shall have the authority to refund, reduce, or waive any fees incurred to the owner.
- (d) For the Health Director to deem the animal dangerous he must find that the animal meets the definition of a Dangerous Animal as listed in Section 4-100 of this chapter and that the destruction, removal, or registration of the animal is necessary to preserve the public health, safety, and welfare. If the animal is determined to be dangerous, the Health Director or his designee shall order that the owner comply with one of the following:

- (1) Euthanasia of the dangerous animal:
 - a. shall be ordered if the Health Director determines the animal caused the death or serious bodily injury of a person;
 - b. may be ordered if the Health Director determines the animal caused bodily injury to a person;
 - c. may be ordered if the Health Director determines the animal was outside its enclosure or yard and caused serious bodily injury or death to another animal;
 - d. may be ordered if the Health Director determines the animal was outside its enclosure or yard and caused bodily injury to another animal and has made at least one (1) unprovoked attack against an animal or person on a previous occasion;
 - e. the owner of the animal may elect euthanasia.

(2) Removal of the dangerous animal from within the City limits.

Prior to the release of the animal from quarantine the owner must provide to the Health Director, in writing, the destination address of where the animal is to reside and proof that the owner has alerted the agency responsible for animal services in that area. Additionally, the owner shall furnish proof of having a microchip implanted into the animal to the Health Director and make available at the Animal Services Facility the animal for scanning so the City can verify the code.

- a. A person commits an offense if he removes the animal from the City under this section and fails to:
 - 1. Implant a microchip in the animal; or
 - 2. Provide proof of the implanting of the microchip; or
 - 3. Make the animal available for scanning.
- b. A person commits an offense if he removes the animal from a state approved quarantine facility prior to complying with the notice requirements in subsection 4-902(d) (2).

- (3) Return to the owner as a registered Dangerous Animal once the owner demonstrates compliance with this chapter and the following requirements:
- a. Obtaining liability insurance coverage or showing financial responsibility in an amount of at least two hundred and fifty thousand dollars (\$250,000.00) to cover damages resulting from an attack by the Dangerous Animal causing bodily injury, serious bodily injury or death to a person or another animal. A certificate of insurance or other evidence of meeting the above requirements shall be kept on file at the Animal Services Facility;
 - b. Registering with the City of Plano by providing the name and address of the owner; the breed, age, sex, color and any other identifying marks of the animal; the address where the animal is to be kept; and at least two (2) color photographs that clearly identify the Dangerous Animal;
 - c. Having proof of animal sterilization;
 - d. Constructing a secure enclosure for the animal;
 - e. Posting signs giving notice of a Dangerous Animal in the area or on the premises in which the animal is confined. The signs shall be conspicuously posted at both the front and rear property entrances and shall bear letters not less than two (2) inches high, stating "DANGEROUS ANIMAL ON PREMISES";
 - f. Providing the animal with a fluorescent yellow collar visible at fifty (50) feet in normal daylight and attaching a fluorescent orange tag provided by the Division to the collar that is worn at all times so that the animal can be easily identified;
 - g. Implanting a microchip into the animal and registering it for life with the Division and a recognized national registry;
 - h. Providing written notice of the animal's designation as dangerous to the owner or landlord of the property where the animal will be kept;

- i. Paying the appropriate Dangerous Animal annual permit fee;
 - j. No Dangerous Animal shall be allowed to remain in any duplex or in any multi-family, residentially zoned property. No Dangerous Animal may be kept on a porch, patio, or in any part of a house or structure that would allow the animal to exit of its own volition. In addition, no Dangerous Animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the animal from exiting the structure; and
 - k. The owner shall not allow the animal to be outside of the owner's residence or its secure enclosure unless the animal is under continuous direct physical control by a person of competent mental and physical ability to restrain the animal under all circumstances. Dangerous Animals shall not be tethered to inanimate objects, such as trees, posts, buildings, etc., for any length of time. A Dangerous Animal that is outside its secure enclosure must be securely fitted with a muzzle that will not cause injury to the animal nor interfere with its vision or respiration but shall prevent the animal from biting other animals or human beings.
- (e) The owner shall have fifteen (15) days from the declaration of the animal as dangerous to comply with all of the required conditions as set forth by this chapter. If the owner fails to provide proof of meeting all of the requirements, the animal may be euthanized on the sixteenth (16th) day.
 - (f) A person commits an offense if he is the owner of a permitted Dangerous Animal and refuses, upon request by the Division, to make his animal, premises, facilities, equipment, and any necessary permits available for inspection at any reasonable time.
 - (g) A person commits an offense if he is the owner of a Dangerous Animal and he fails to comply with the requirements in 4-902(d) (3).
 - (h) No domestic animal may be declared a Dangerous Animal if:
 - (1) The threat, injury, or damage was sustained by a person who at the time was committing a willful trespass or other tort upon the

- premises occupied by the owner of the animal;
- (2) The person was teasing, tormenting, abusing, or assaulting the animal or has in the past been observed to have teased, tormented, abused, or assaulted the animal;
 - (3) The person attacked was committing or attempting to commit a crime;
 - (4) The animal attacked was at large at the time of the incident, unless the attacking animal was also at large at the time of the incident and:
 - a. The attacking animal has committed an unprovoked attack on another person or animal on at least one (1) previous occasion; or
 - b. The animal attacked suffered serious bodily injury or died as a result of the injuries it sustained during the attack.
 - (5) The animal attacked or killed at the time of the incident was teasing, tormenting, abusing, or attacking the alleged Dangerous Animal or if the animal attacked was not a domestic animal;
 - (6) The animal was protecting or defending a person within the immediate vicinity of the animal from an unjustified attack or assault;
 - (7) The animal was injured and responding to pain; or
 - (8) The complaint filed against it is based solely on the animal's breed, size, or physical appearance.

Section 4-903. Dangerous Animal: escape, death or subsequent attack.

- (a) In the event that a registered Dangerous Animal escapes its enclosure or attacks a human being or another animal, the owner of the Dangerous Animal shall notify the Division. Additionally, the owner shall provide written documentation of the incident to the Health Director within one (1) business day of becoming aware of the escape or attack. The written documentation may be delivered by hand, U.S. mail or email.
 - (1) A person commits an offense if he fails to provide notice.

- (2) A person commits an offense if he fails to provide written documentation.

- (b) In the event that a registered Dangerous Animal dies, the owner must present the body of the animal to the Division or a licensed veterinarian for verification by microchip identification before disposal of its body. If the owner presents the animal to a licensed veterinarian, the owner shall provide written verification of the microchip reading to the Division within three (3) business days of the scanning.
 - (1) A person commits an offense if he fails to have the identity of the dead animal verified by microchip scanning.
 - (2) A person commits an offense if he fails to provide verification of the scanning as required by this subsection.

Section 4-904. Transferring ownership of registered Dangerous Animal.

- (a) Prior to transferring ownership, offering to transfer ownership, or otherwise moving or offering to move in any way a registered Dangerous Animal, either inside or outside the City limits, the owner shall notify the Health Director in writing of his intention. The notification shall include the name and address of the proposed new owner of the animal.
- (b) If ownership of the animal is being transferred to a person who resides within the City limits of Plano, the new owner will be required to provide proof to the Health Director of complying with all provisions of this chapter before the animal can be moved from the previous owner's custody.
- (c) If the animal is being moved outside the City limits, the owner must provide, in writing to the Health Director, proof that the new owner has alerted the agency responsible for animal services in that area.
- (d) A person commits an offense if he transfers ownership without complying with the requirements of this section.

Section 4-905. Violations of conditions by owner of a registered Dangerous Animal.

- (a) In the event that any owner of a registered Dangerous Animal violates any provision of this chapter, court order or lawful order of the Health Director, the animal may be immediately seized and impounded by a City Enforcement Agent.

- (b) The registered Dangerous Animal shall be seized immediately if the animal bites, injures, or attacks a human being or another animal.
- (c) A Dangerous Animal hearing shall be held.
- (d) If the seizure or impoundment of a Dangerous Animal for violating any provision of this chapter cannot be made with safety, and the Dangerous Animal is putting people or other animals at risk of being attacked, the animal may be destroyed without prior notice to the owner.
- (e) It is an exception to the seizure of the animal under this section if the person attacked or injured was at the time committing a willful trespass, crime or other tort upon the premises occupied by the owner of the animal.
- (f) It is an exception to the seizure of the animal under this section if the animal which was injured was inside the fence line or secure enclosure area maintained by the owner of the registered Dangerous Animal.

Section 4-906. Appeal.

Orders of the Health Director pertaining to a Dangerous Animal may be appealed to a court of competent jurisdiction, including the Plano Municipal Court. Appeals to the court shall be made by the owner filing a written notice of appeal with the court not later than the fifth (5th) day after the date the Health Director's order was entered. During the pendency of the appeal, the order of the Health Director shall be suspended, and the animal shall remain impounded at the owner's expense at the Animal Services Facility or other state approved quarantine facility for observation. The Health Director shall furnish the reviewing court with all reports, memoranda, and other tangible evidence received by the Health Director as well as a summary of the evidence presented and the Health Director's findings within five (5) business days of receiving notice of appeal from the appellant. The reviewing court shall have fifteen (15) calendar days from the receipt of the notice of appeal and the documentation to affirm, modify, or reverse the decision. The decision of the reviewing court shall be made by the application of the substantial evidence rule. Decisions of the reviewing court shall be final.

Section 4-907. Animals deemed dangerous by other jurisdictions.

- (a) The owner of an animal that has been determined to be dangerous by another jurisdiction, under guidelines similar to those in this chapter, is prohibited from bringing the animal into the City. Any animal that is brought into the City in violation of this section shall immediately be turned over to a City Enforcement Agent. On the sixteenth (16th) day, the

impounded animal may be considered abandoned and disposed of as authorized in this chapter. The owner may elect to immediately remove the animal from the City and shall comply with the notice requirements of this chapter.

- (1) A person commits an offense if he is the owner of an animal that has been determined to be dangerous by another jurisdiction and brings such animal into the City limits.

Section 4-908. Listing of registered Dangerous Animals.

The Health Director shall publish a list available to any citizen that states the identifying information of all animals deemed dangerous. The Dangerous Animal's address, description, and pictures shall be included as well as any other information deemed pertinent. The list shall be available at the Animal Services Facility and on the City's webpage.

ARTICLE X. WILD ANIMALS, BEES, AND LIVESTOCK

Section 4-1000. Keeping wild animals.

- (a) A person commits an offense if he possesses any wild animal within the City of Plano, with the following exceptions:
 - (1) A governmental agency or entity performing a governmental function;
 - (2) A zoological park;
 - (3) A permitted Wildlife Educational Center that is also in possession of all necessary state and federal permits to possess the animal and is in compliance with all restrictions of the state and/or federal permits; or
 - (4) A registered Wildlife Rehabilitator in possession of an indigenous wild animal who holds all necessary state and federal permits to possess the animal and is in compliance with all restrictions of the state and/or federal permits.
- (b) For the purposes of this chapter, the Health Director shall make the determination of whether any animal in question is a domestic animal or a wild animal and whether any wild animal is indigenous pursuant to the definitions in section 4-100 of this chapter.

- (c) A person commits an offense if he is aware of a wild animal in the City of Plano and fails to notify the Division.

Section 4-1001. Sale of wild animals.

- (a) A person commits an offense if he transfers ownership or offers to transfer ownership of any wild animal, unless allowed by another provision of this chapter.
- (b) This section shall not be interpreted to restrict a person from giving ill, injured, or orphaned wildlife to a registered Wildlife Rehabilitator or to a permitted Wildlife Educational Center. This section shall not be interpreted to restrict a permitted Wildlife Educational Center from transferring wild animals to another educational center, zoological park, or other facility capable of legally caring for the animal.

Section 4-1002. Bee-keeping.

- (a) A person commits an offense if he keeps or allows bees, their hives, or any abandoned hives within the City limits. Honey bees may be kept if all of the following conditions are met:
 - (1) All hives shall be surrounded by barriers placed at least ten (10) feet from the hive and not less than eight (8) feet in height that change the flight path of the bees as they leave the hives;
 - (2) There shall be no more than three (3) hives per City lot;
 - (3) There is an adequate source of water within twenty (20) feet of all hives;
 - (4) There may be maintained one nucleus for each two (2) colonies. The nucleus shall not exceed one ten-frame hive body. Each nucleus shall be disposed of within sixty (60) days after it is acquired;
 - (5) Each hive must be re-queened at least once every twenty-four (24) months; and
 - (6) The owner notifies the City Enforcement Agent, in writing, of the location and number of hives in his possession. Additionally, the owner shall keep purchase receipts and written records of the exact dates he re-queens each hive for at least two (2) years.

- (b) A person commits an offense if he owns, harbors, or possesses bees and refuses, upon request by the Division, to make his bees, premises, facilities, or equipment available for inspection during reasonable hours.

Section 4-1003. Keeping livestock; nuisance conditions.

- (a) A person commits an offense if he keeps livestock within the corporate limits of the City, except in conformance with the zoning ordinances of the City.
- (b) A person commits an offense if he keeps livestock in pens or enclosed areas in such a manner as to create odors or noise which are offensive to other persons living nearby.
- (c) A person commits an offense if he fails to dispose of manure and other excrement in such a manner as to prevent the odor from becoming offensive or causing unhealthy conditions to persons.
- (d) A person commits an offense if he engages in or practices any falconry activities on any public land without obtaining prior written permission from the Health Director. Permission may only be granted for the purposes of controlling and removing avian species deemed a nuisance.
- (e) Any hog or swine being legally kept within the City limits prior to the effective date of this ordinance shall be allowed to remain within the City so long as the owner complies with all other requirements of this chapter.
- (f) Veterinary hospitals, Wildlife Educational Centers, school agricultural barns, and fair grounds, when hogs or swine are kept therein for exhibition or veterinary treatment purposes, are exempt from this section provided that all pens, barns, stables, or other housing facilities meet the requirements of the City building code and zoning ordinance, and are maintained in such a way as to prevent them from creating a nuisance for any surrounding businesses or residences.

Section 4-1004. Estray.

- (a) A person commits an offense if he is the owner of livestock and allows an estray to be unattended upon any public street, alley, thoroughfare or upon the property of another in the corporate City limits of Plano.

ARTICLE XI. MISCELLANEOUS OFFENSES

Section 4-1100. Retention of animals at large.

- (a) A person commits an offense if the person confines an at-large animal, other than one already owned by the person, on his property without notifying the Division of the confinement within twenty-four (24) hours.

Section 4-1101. Interference; Filing of False Claims or Reports.

- (a) A person commits an offense if he prevents, interferes with, obstructs, or gives false information to any City Enforcement Agent who is in the lawful discharge of his duties under this chapter, state, local or federal laws.
- (b) A person commits an offense if he fails to comply with any lawful order of a City Enforcement Agent issued by the Agent during the enforcement of this chapter, state, local or federal laws.
- (c) A person commits an offense if he makes a claim of ownership for an animal that he knows is false.
- (d) A person commits an offense if he makes a report of a violation of City ordinance or state, local or federal law that he knows is false.

Section 4-1102. Inducement prohibited.

- (a) A person commits an offense if the person transfers ownership, or offers to transfer ownership, of any live animal which is physically present at an event or business as a prize or as an inducement:
 - (1) to enter any contest, game, raffle, auction, or other competition; or
 - (2) to enter into a business agreement.
- (b) This section shall not be interpreted to restrict any livestock from being offered for sale at a public auction house or livestock show or barn, provided that the sale does not otherwise violate any other section of this chapter or any other state, local or federal law.
- (c) Subsection (a) shall not apply if the prize or inducement offered was a gift certificate or other document that could be exchanged for a live animal on a subsequent date and time.

Section 4-1103. Parking of vehicles used to transport animals.

- (a) A person commits an offense if he parks a truck, trailer, or other vehicle that is used for the hauling of livestock, animals or fowl in a residential area of the City of Plano and the vehicle is creating odors, gases or fumes that are offensive to a person of reasonable sensibilities.

Section 4-1104. Slaughtering of animals within public view.

- (a) A person commits an offense if he slaughters an animal in an area that is open to the view of the general public.”

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. 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(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

DULY PASSED AND APPROVED this the _____ day of _____, 2009.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 2/17/09		Reviewed by Legal <i>AM</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Building Inspections			
Department Head	Selso Mata	Executive Director	<i>[Signature]</i>	Date 2/17/09
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	Date 2/17/09
Agenda Coordinator (include phone #):		Diana Gallegos 5993		
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO AMENDING ORDINANCE 2008-12-4, CURRENTLY CODIFIED AS CHAPTER SIX, ARTICLE XIII, IRRIGATION SYSTEMS, TO AMEND THE REGULATIONS, INCLUDING LISTED AND APPROVED DEVICES, A CORRECT FILING DATE OF REPORTS AND REQUIREMENT OF FREEZE SENSORS FOR INSTALLATION ON IRRIGATION SYSTEMS WITHIN THE CITY LIMITS OF THE CITY; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A PENALTY CLAUSE, A PUBLICATION CLAUSE AND AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
To amend the regulations of the Irrigation Ordinance to include listed and approved devices, a correct filing date of test reports, and freeze sensors. This will keep us consistent with water conservation efforts and our 'Cross Connection Control' program				
List of Supporting Documents: Copy of Ordinance with redline changes.		Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO AMENDING ORDINANCE 2008-12-4, CURRENTLY CODIFIED AS CHAPTER SIX, ARTICLE XIII, IRRIGATION SYSTEMS, TO AMEND THE REGULATIONS, INCLUDING LISTED AND APPROVED DEVICES, A CORRECT FILING DATE OF REPORTS AND REQUIREMENT OF FREEZE SENSORS FOR INSTALLATION ON IRRIGATION SYSTEMS WITHIN THE CITY LIMITS OF THE CITY; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A PENALTY CLAUSE, A PUBLICATION CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City council of the City of Plano has determined that water conservation and environmental protection are important issues and concerns affecting the city; and,

WHEREAS, properly-installed systems will conserve water, help avoid wasteful use, and improve the overall quality of life for the citizens of Plano; and

WHEREAS, the City Council of the City of Plano approved and adopted Ordinance No. 2008-12-4 as the Irrigation System Code of the City of Plano on December 8, 2008; and

WHEREAS, certain definitions and processes which were set out in the Irrigation System Code Ordinance No. 2008-12-4 adopted on December 8, 2008, should be amended to remain consistent with the corresponding requirements of the City's "Cross Connection Control Program." and

WHEREAS, the City Council further finds that certain amendments must be incorporated to Ordinance No. 2008-12-4 which will allow the City to operate its irrigation systems more efficiently and effectively; and

WHEREAS, the provisions herein are necessary to promote and protect the health, safety, and welfare of the public by creating an urban environment that is protective of the City's water supply and provides an enhanced quality of life for the citizens of the City of Plano and;

WHEREAS, upon full review and consideration of all matter attendant and related thereto, the City Council is of the opinion that these changes are necessary to provide for effective administration and enforcement of standards.

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

Section I. The City Council hereby amends Ordinance No 2008-12-4, codified as Chapter 6, Article XIII, Irrigation Systems, Section 6-564 (a) and (g), and Section 6-568 (j) as follows;

Sec. 6-564 Backflow Prevention Methods and Devices

~~(a) Any irrigation system that is connected to the potable water supply must be connected through a backflow prevention method approved by the Texas Commission on Environmental Quality (TCEQ). The backflow prevention device must be approved by the American Society of Sanitary Engineers; or the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California; or any other laboratory that has equivalent capabilities for both the laboratory and field evaluation of backflow prevention assemblies. The backflow prevention device must be installed in accordance with the laboratory approval standards or if the approval does not include specific installation information, the manufacturer's current published recommendations.~~

(a) Any irrigation system that is connected to the potable water supply must be connected through a backflow prevention method approved by the Commission. The backflow prevention assembly must be approved by a laboratory that has equivalent capabilities for both the laboratory and field evaluation of backflow prevention assemblies and the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research. The backflow prevention assembly must be installed in accordance with the laboratory approval standards.

(g) The irrigator shall ensure the backflow prevention device is tested prior to being placed into service and the test results provided to the local water purveyor and the irrigation system's owner or owner's representative within ten ~~business~~ calendar days of testing of the backflow prevention assembly.

Sec. 6-568 Design and Installation: Minimum Requirements

(j) Rain ~~or~~, moisture, and freeze shut-off devices or other technology. All new automatically controlled irrigation systems must include sensors or other technology designed to inhibit or interrupt operation of the irrigation system during periods of moisture, ~~or~~ rainfall, and freezing temperatures. Rain, ~~or~~ moisture, and freeze shut-off technology must be installed according to the manufacturer's published recommendations. Repairs to existing automatic irrigation systems that require replacement of an existing controller must include a sensor or other technology designed to inhibit or interrupt operation of the irrigation system during periods of moisture, ~~or~~ rainfall, and freezing temperatures

Section II. All provisions of the Code of Ordinances of the City of Plano in conflict with the provision of this Ordinance are hereby repealed, and all other provision 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 III. It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or

unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section 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 Ordinances at the time of passage of this Ordinance.

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

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

DULY PASSED AND APPROVED on this, the ___ day of _____, 2009.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO AMENDING ORDINANCE 2008-12-4, CURRENTLY CODIFIED AS CHAPTER SIX, ARTICLE XIII, IRRIGATION SYSTEMS, TO AMEND THE REGULATIONS, INCLUDING LISTED AND APPROVED DEVICES, A CORRECT FILING DATE OF REPORTS AND REQUIREMENT OF FREEZE SENSORS FOR INSTALLATION ON IRRIGATION SYSTEMS WITHIN THE CITY LIMITS OF THE CITY; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A PENALTY CLAUSE, A PUBLICATION CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City council of the City of Plano has determined that water conservation and environmental protection are important issues and concerns affecting the city; and,

WHEREAS, properly-installed systems will conserve water, help avoid wasteful use, and improve the overall quality of life for the citizens of Plano; and

WHEREAS, the City Council of the City of Plano approved and adopted Ordinance No. 2008-12-4 as the Irrigation System Code of the City of Plano on December 8, 2008; and

WHEREAS, certain definitions and processes which were set out in the Irrigation System Code Ordinance No. 2008-12-4 adopted on December 8, 2008, should be amended to remain consistent with the corresponding requirements of the City's "Cross Connection Control Program." and

WHEREAS, the City Council further finds that certain amendments must be incorporated to Ordinance No. 2008-12-4 which will allow the City to operate its irrigation systems more efficiently and effectively; and

WHEREAS, the provisions herein are necessary to promote and protect the health, safety, and welfare of the public by creating an urban environment that is protective of the City's water supply and provides an enhanced quality of life for the citizens of the City of Plano and;

WHEREAS, upon full review and consideration of all matter attendant and related thereto, the City Council is of the opinion that these changes are necessary to provide for effective administration and enforcement of standards.

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

Section I. The City Council hereby amends Ordinance No 2008-12-4, codified as Chapter 6, Article XIII, Irrigation Systems, Section 6-564 (a) and (g), and Section 6-568 (j) as follows;

Sec. 6-564 Backflow Prevention Methods and Devices

(a) Any irrigation system that is connected to the potable water supply must be connected through a backflow prevention method approved by the Commission. The backflow prevention assembly must be approved by a laboratory that has equivalent capabilities for both the laboratory and field evaluation of backflow prevention assemblies and the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research. The backflow prevention assembly must be installed in accordance with the laboratory approval standards.

(g) The irrigator shall ensure the backflow prevention device is tested prior to being placed into service and the test results provided to the local water purveyor and the irrigation system's owner or owner's representative within ten calendar days of testing of the backflow prevention assembly.

Sec. 6-568 Design and Installation: Minimum Requirements

(j) Rain, moisture, and freeze shut-off devices or other technology. All new automatically controlled irrigation systems must include sensors or other technology designed to inhibit or interrupt operation of the irrigation system during periods of moisture, rainfall, and freezing temperatures. Rain, moisture, and freeze shut-off technology must be installed according to the manufacturer's published recommendations. Repairs to existing automatic irrigation systems that require replacement of an existing controller must include a sensor or other technology designed to inhibit or interrupt operation of the irrigation system during periods of moisture, rainfall, and freezing temperatures

Section II. All provisions of the Code of Ordinances of the City of Plano in conflict with the provision of this Ordinance are hereby repealed, and all other provision 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 III. It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section 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 Ordinances at the time of passage of this Ordinance.

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

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

DULY PASSED AND APPROVED on this, the ____ day of _____, 2009.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	2/17/09	Reviewed by Legal <i>DL</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Finance		Initials	Date
Department Head	Denise Tacke <i>DT</i>	Executive Director		
Dept Signature:		City Manager	<i>JM</i>	<i>2/4/09</i>
Agenda Coordinator (include phone #): Lynne Jones - 7109				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING THE CITY'S ORDINANCES PROVIDING FOR THE ISSUANCE OF CITY OF PLANO, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2007, GENERAL OBLIGATION BONDS, SERIES 2008 AND GENERAL OBLIGATION BONDS, SERIES 2009; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This Ordinance amends the erroneous allocation of funds in its 2007 Bond Ordinance, the 2008 Bond Ordinance and the 2009 Bond Ordinance.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING THE CITY'S ORDINANCES PROVIDING FOR THE ISSUANCE OF CITY OF PLANO, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2007, GENERAL OBLIGATION BONDS, SERIES 2008 AND GENERAL OBLIGATION BONDS, SERIES 2009; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano, Texas (the "City"), pursuant to Chapter 1331, Texas Government Code, as amended, and Section 9.22 of the Charter of the City, adopted (i) an ordinance (the "2007 Bond Ordinance") on May 1, 2007, authorizing the issuance of its General Obligation Bonds, Series 2007 (the "2007 Bonds"), (ii) an ordinance (the "2008 Bond Ordinance") on January 22, 2008, authorizing the issuance of its General Obligation Bonds, Series 2008 (the "2008 Bonds") and (iii) an ordinance (the "2009 Bond Ordinance," and collectively with the 2007 Bond Ordinance and the 2008 Bond Ordinance, the "Ordinances") on January 26, 2009, authorizing the issuance of its General Obligation Refunding and Improvement Bonds, Series 2009 (the "2009 Bonds"); and

WHEREAS, the City Council of the City (the "City Council") has found and determined that in the 2007 Bond Ordinance \$400,000 allocated against the voted authorization for renovating, constructing, developing, improving, expanding, equipping and acquiring land and needed rights-of-way for parks and recreation facilities was erroneously allocated to such purpose and should have been allocated against the voted authorization for improving, renovating, expanding, furnishing and equipping the Carpenter Park Recreation Center; and

WHEREAS, the City Council of the City (the "City Council") has found and determined that in the 2009 Bond Ordinance \$540,000 allocated against the voted authorization for renovating, constructing, developing, improving, expanding, equipping and acquiring land and needed rights-of-way for parks and recreation facilities was erroneously allocated to such purpose and should have been allocated against the voted authorization for improving, renovating, expanding, furnishing and equipping the Carpenter Park Recreation Center; and

WHEREAS, the City Council has determined it is in the best interest of the City to amend the Ordinances, as permitted by the respective Sections 13.01 of the Ordinances, to correct the misallocation against voted authorization, including the tables that appear in such Ordinances relating to the allocation of such voted authorization, and to ratify corresponding changes in the final Official Statement for the 2009 Bonds; and

WHEREAS, the meeting at which this amending ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

Section I. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section II. (a) In the 2007 Bond Ordinance, Section 3.01(b) item (iv) is hereby amended and item (vi) is hereby inserted to provide for use of voted authority from the City's 2005 bond election as follows:

(iv) \$21,070,000 for renovating, constructing, developing, improving, expanding, equipping and acquiring land and needed rights-of-way for parks and recreation facilities;

(vi) \$400,000 for improving, renovating, expanding, furnishing and equipping the Carpenter Park Recreation Center.

(b) In addition, the table set forth in the recitals of the 2007 Bond Ordinance is hereby amended and corrected with respect to allocation of voted authority as follows:

<u>Purpose</u>	<u>Amount Voted</u>	<u>Amount Previously Issued</u>	<u>Amount Being Issued</u>	<u>Unissued Balance</u>
<u>2005 Election</u>				
Parks & Recreation Facilities	57,775,000	-0-	21,070,000	36,705,000
Recreation Center	6,600,000	-0-	400,000	6,200,000

Section III. The table set forth in the recitals of the 2008 Bond Ordinance is hereby amended and corrected with respect to allocation of voted authority as follows:

<u>Purpose</u>	<u>Amount Voted</u>	<u>Amount Previously Issued</u>	<u>Amount Being Issued</u>	<u>Unissued Balance</u>
<u>2005 Election</u>				
Parks & Recreation Facilities	57,775,000	21,070,000	12,150,000	24,555,000
Recreation Center	6,600,000	400,000	645,000	5,555,000

Section IV. (a) In the 2009 Bond Ordinance, Section 3.01 item (ii) is hereby amended and item (iv) is hereby inserted to provide for use of voted authority from the City's 2005 bond election as follows:

(ii) \$12,300,000 for renovating, constructing, developing, improving, expanding, equipping and acquiring land and needed rights-of-way for parks and recreation facilities;

(iv) \$540,000 for improving, renovating, expanding, furnishing and equipping the Carpenter Park Recreation Center.

(b) In addition, the table set forth in the recitals of the 2009 Bond Ordinance is hereby amended and corrected with respect to allocation of voted authority as follows:

<u>Purpose</u>	<u>Amount Voted</u>	<u>Amount Previously Issued</u>	<u>Amount Being Issued</u>	<u>Unissued Balance</u>
<u>2005 Election</u>				
Parks & Recreation Facilities	57,775,000	33,220,000	12,300,000	12,255,000
Recreation Center	6,600,000	1,045,000	540,000	5,015,000

Section V. With respect to the final Official Statement for the Bonds, the changes in the allocation of voted authority which correspond to the amendments described herein are hereby ratified.

Section VI. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the ____ day of _____, 2009.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	2/17/09	Reviewed by Legal <i>WS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	2/16/09
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	2/16/09
Agenda Coordinator (include phone #):		I. Pegues, ext 7152 <i>[Signature]</i>		
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
An ordinance of the City of Plano, Texas, amending Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to establish Prima Facie maximum speed limits for motor vehicles operating upon certain sections of Headquarters Drive and Parkwood Boulevard within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
Improvements were recently completed on Headquarters Drive, west of Legacy Drive. Speed zoning of this road segment is now necessary. The speed limit on Headquarters Drive, east of Legacy Drive, is 40 miles per hour (mph). The Transportation Engineering Division performed an engineering and traffic investigation and found that Headquarters Drive, west of Legacy Drive, should also be speed zoned for 40 mph. A new section of Parkwood Boulevard between Windhaven Parkway and Spring Creek Parkway is nearing completion. Speed zoning of this road segment is necessary. The speed limit on Parkwood Boulevard north and south of this new road segment is 40 mph. The Transportation Engineering Division performed an engineering and traffic investigation on this road segment and found that this segment of Parkwood Boulevard should also be speed zoned for 40 mph. The Transportation Engineering Division supports the speed zoning of both street segments for 40 mph.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Maps				

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SECTION 12-74(b) OF CHAPTER 12 (TRAFFIC CODE) OF THE CODE OF ORDINANCES TO ESTABLISH PRIMA FACIE MAXIMUM SPEED LIMITS FOR MOTOR VEHICLES OPERATING UPON CERTAIN SECTIONS OF HEADQUARTERS DRIVE AND PARKWOOD BOULEVARD WITHIN THE CORPORATE LIMITS OF THE CITY OF PLANO; PROVIDING A FINE FOR CRIMINAL PENALTIES NOT TO EXCEED \$200.00 FOR EACH OFFENSE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PUBLICATION CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code, as amended, grants to cities operating under a Home Rule Charter the authority to control the operation of motor vehicles using its streets and to prescribe reasonable and safe prima facie maximum speed limits for the same; and

WHEREAS, traffic and engineering studies of Headquarters Drive and Parkwood Boulevard have been completed, and the City Council is of the opinion that the speed limits applicable to certain portions of this roadway should be altered.

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

Section I. The following prima facie maximum speed limits hereafter indicated for motor vehicles are hereby determined and declared to be reasonable and safe, and such maximum speed limits are hereby established for motor vehicles traveling upon the named streets or highways or parts thereof. No motor vehicle shall be operated along or upon said portions of said named streets or highways within the corporate limits of the City of Plano in excess of the speeds now set forth.

Section II. Subsection Headquarters Drive, Section 12-74(b) of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the addition of a new paragraph (2) to read as follows:

“(2) Forty (40) miles per hour along and upon Headquarters Drive from Legacy Drive to Spring Creek Parkway.”

Section III. Subsection Parkwood Boulevard, Section 12-74(b) of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the addition of a new paragraph (3) to read as follows:

“(3) Forty (40) miles per hour along and upon Parkwood Boulevard from Windhaven Parkway to Spring Creek Parkway.”

Section IV. The Traffic Engineer of Plano is hereby authorized to cause to be erected appropriate signs indicating such speed zones.

Section V. All provisions of the Ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, except that an ordinance of the city establishing a school zone and speed limit therefore within the zones changed herein, shall not be repealed but shall prevail over this Ordinance. All other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and full effect.

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

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

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

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

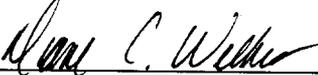
DULY PASSED AND APPROVED this 17th day of February, 2009.

Pat Evans, MAYOR

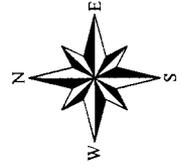
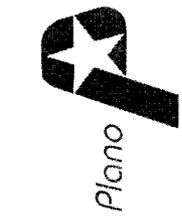
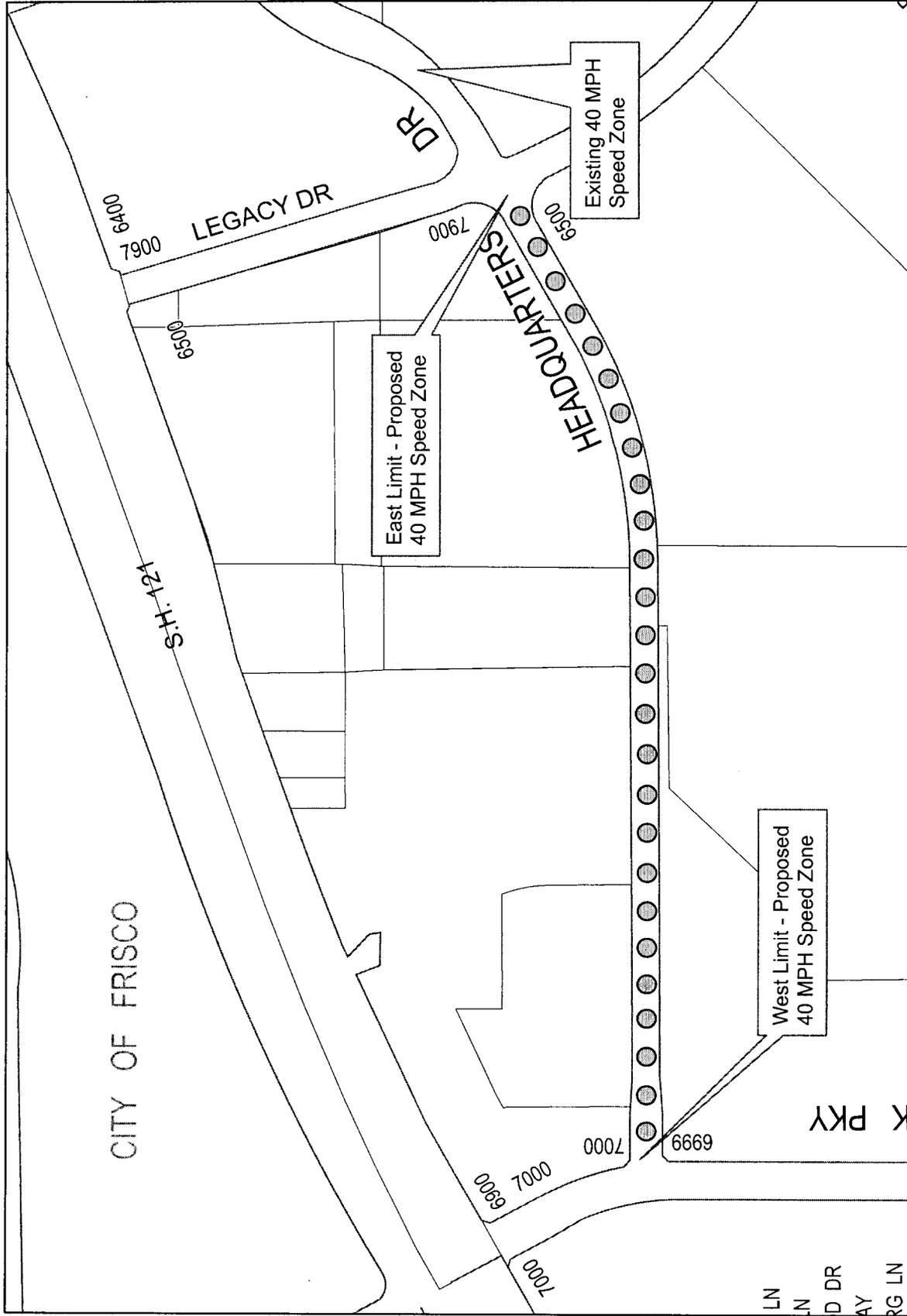
ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

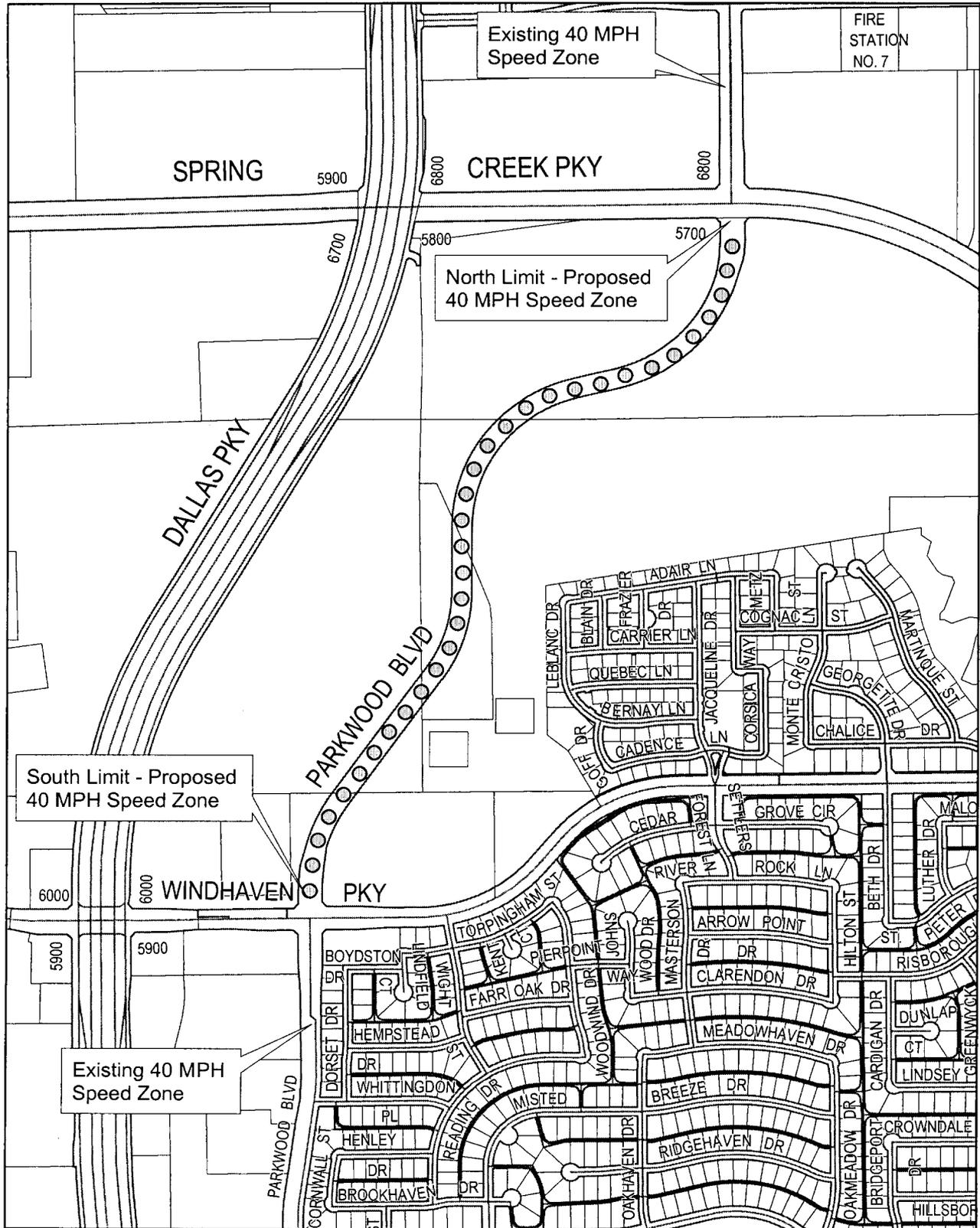


Diane C. Wetherbee, CITY ATTORNEY

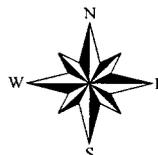


**Headquarters Drive
40 MPH Speed Zoning Recommendation**

u-4



**Parkwood Boulevard
40 MPH Speed Zoning Recommendation**





CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date: 2/17/09		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Customer & Utility Services	Initials	Date		
Department Head	Mark Israelson	Executive Director			
Dept Signature:		City Manager			
Agenda Coordinator (include phone #):		Eric Ellwanger x5128			
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SPECIFIC SECTIONS OF ORDINANCE NO 2008-1-9 CODIFIED AS SECTIONS 21-135, 21-136 AND 21-147, OF ARTICLE IV, SERVICE CHARGES GENERALLY, OF CHAPTER 21, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF PLANO, TO REFLECT THE NEW RATES AND INCREASE THE FEE SCHEDULES FOR WATER AND SEWER SERVICES EFFECTIVE MARCH 1, 2009, AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(s): WATER & SEWER FUND					
COMMENTS: Approval of this item will net an overall increase in combined Water & Sewer Revenues by an estimated \$8,905,423 for FY 2008-09. These revenue increases are included in the FY 2008-09 Adopted Budget.					
SUMMARY OF ITEM					
Amending Water & Sewer service charges relates to the City's Goal of "Service Excellence".					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SPECIFIC SECTIONS OF ORDINANCE NO ~~20084-19-928~~ CODIFIED AS SECTIONS ~~21-1353, 21-136 AND 21-147~~ AND ORDINANCE NO ~~2007-4-21~~ CODIFIED AS SECTIONS ~~21-135, 21-136 AND 21-147~~, OF ARTICLE IV, SERVICE CHARGES GENERALLY, OF CHAPTER 21, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF PLANO, TO ~~ESTABLISH~~ REFLECT THE NEW RATES FOR FIRE HYDRANT METER SERVICES AND INCREASE THE FEE SCHEDULES FOR WATER AND SEWER SERVICES EFFECTIVE ~~MARCH~~FEBRUARY 1, 2009, AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

~~WHEREAS~~, on ~~April 21~~January 14, 2008, the City Council of the City of Plano enacted Ordinance No. ~~20087-14-924~~ amending the fee schedules for water and sewer services provided in the City and ~~revising the method for calculating the residential winter quarter average~~; and

~~WHEREAS~~, on ~~September 28, 2004~~, the City Council of the City of Plano enacted Ordinance No. ~~2004-9-28~~ amending the fee schedules for fire hydrant water services provided in the City; and

~~WHEREAS~~, the City Council has been presented a report which indicates that the revenues currently recovered under the existing water and sewer fee schedules, and ~~fire hydrant water usage rates~~ are insufficient to cover the costs of providing such services~~water, sewer, and fire hydrant water services~~ to the City; and

~~WHEREAS~~, upon consideration of the report and the recommendations contained therein, the City Council is of the opinion that the water rates for both residential and non-residential customers should be increased by nine and ¼ percent (9.25%)~~\$0.06 per thousand gallons for all for the minimum charge and for all usage water used above 1,000 gallons during the winter rate period, and \$0.12 per 1,000 gallons for water used over 20,000 gallons during the summer rate period~~, and sewer rates for both residential and non-residential customers should be increased by fifty~~twenty~~ percent (20~~5~~)% for all usage above 1,000 gallons; and

~~WHEREAS~~, upon consideration of the report and the recommendations contained therein, the City Council is of the opinion that the equipment deposits and water usage rates for fire hydrant water services should be revised; and

~~WHEREAS~~, upon consideration of the report and the recommendations contained therein, the City Council is of the opinion that the water usage ~~summer period~~ be changed to cover the period between April 1 thru October 31 each year; and

~~WHEREAS~~, the City Council further finds and determines that the fee increases are necessary and in the best interest of the City and its citizens.

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

~~**Section 1.** Section 21-133(e), Fire hydrant meters, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:~~

~~Rates effective February 1, 2008:~~

~~Section 21-133(e) Fire hydrant meters~~

- ~~(1) Any person requesting the use of a temporary meter with backflow device on a fire hydrant in the city shall execute an agreement with the city in substantially the same form as that set forth in Exhibit "A", a copy of which is on file in the office of the City Secretary, and shall deposit with the city one thousand fifty dollars (\$1,050) for a stationary meter and backflow device and one thousand fifty dollars (\$1,050) for a mobile meter and backflow device. Such deposit shall be returned upon payment of all charges for water used, upon return of the meter, fittings, and wrench in their original condition.~~
- ~~(2) Stationary meters shall be locked to fire hydrants at all times. An initial installation and set-up fee of fifty dollars (\$50.00) will be charged, and a service fee of fifty dollars (\$50.00) will be charged each time the meter is moved to a different location at the request of the customer.~~
- ~~(3) All stationary fire hydrant meters shall be read monthly at their location in the field by Utility Operations. All mobile fire hydrant meters are to be brought to Utility Operations, 4120 W. Plano Parkway, Plano, Texas between the first and tenth day of each month to be read. Failure to bring the meter in to be read by the tenth day of the month shall result in an additional charge of one hundred thousand (100,000) gallons plus the minimum charge for service at the rate then in effect. The water charges for fire hydrant services is set forth in section 21-147(4). Such charges shall be nonrefundable.~~
- ~~(4) All customers using such meters shall comply with the written procedures implemented by the Utility Operations Superintendent with regard to making the meters available to be read by representatives of Utility Operations. It shall be unlawful for any person to fail to make such meter available to be read by representatives of Utility Operations, as required by written procedures issued by the Utility Operations Superintendent.~~
- ~~(5) Fire hydrants are provided primarily to extinguish fires and are to be used and opened only by the utility operations, the fire department or such person(s) or company as may be given written authority by Utility Operations as outlined in subsection (e)(1) of this section. To ensure the safety and protection of fire hydrants for fire protection, any person authorized to open fire hydrants shall use only an approved fire hydrant wrench and shall replace the caps on the outlets when the same are not in use; failure to do so shall be sufficient~~

~~cause to prohibit further use of the hydrants and to refuse to grant subsequent permits for the use of fire hydrants and meters.~~

Section II. *Section 21-135, Sewer Charges-Residential, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:*

"Sec. 21-135. Sewer Charges--Residential.

Monthly sewer charges for residential connections to the sanitary sewer collection system shall be based upon the minimum charge and the metered water amounts and shall be as follows:

Rates effective February-March 1, 2009~~8~~:

(1) Monthly sewer charges for **residential** connections to the sanitary sewer collection system shall be based upon the minimum charge and the **winter quarter average calculations**.

- a. Winter quarter averaging is a method for determining residential sewer use based on the winter quarter averages from up to three (3) consecutive winter periods. The winter average for each year is calculated based on the water consumption during a minimum of three (3) billed winter months or the three (3) lowest of the four (4) billed winter months (December, January, February, and March).
- b. To determine the three year average, the calculated averages for each year will be combined and divided by three (3).
- c. Residential customers whose water account has been established for less than three winter periods will be assessed based on the period average for one or two years.
- d. Residential customers, whose water account has not been established for at least three (3) billed months of the current winter period, will be charged based upon the average three-year residential winter quarter average citywide until an accurate winter average is available.

(2) **All residential.** (Includes but is not limited to single family homes, individually metered multi family units, patio homes, town homes and all other separately metered residential dwellings.)

a. Minimum charge.

1. All

sizes.....\$120.240

meter

- b. Consumption charges.
 - 1. First 1,000 gallons included in meter charge (minimum bill)
 - 2. All over 1,000 gallons (per 1,000 gallons).....
\$4.263-55
- c. There will be no sewer charges for water consumed through separately metered landscape irrigation systems."

Section III. *Section 21-136, Sewer Charges-Non-Residential, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:*

"Sec. 21-136. Sewer charges--Non-residential.

Monthly sewer charges for non-residential connections to the sewer collection system shall be based upon the size of the water meter and the metered water amounts and shall be as follows:

*Rates effective ~~March~~February 1, 2009*8:

(1) **All non-residential.** (Includes but is not limited to commercial, schools, churches, homeowners associations, mobile home parks, industrial, apartment complexes, cooling towers and any other non residential use.)

a.	Minimum charge.	
	1.	5/8 and 3/4 inch.....\$
		<u>12.240.20</u>
	2.	1 inch..... <u>23.8819.90</u>
		<u>43.1935.99</u>
	3.	1 1/2 inch.....
		<u>66.4255.35</u>
	4.	2 inch.....
		<u>128.2806.90</u>
	5.	3 inch.....
		<u>197.8464.87</u>
	6.	4 inch.....
		<u>391.1925.99</u>
	7.	6 inch.....
		<u>582.11485.09</u>
	8.	8 inch.....
		<u>893.86744.88</u>
	9.	10 inch

- b. Consumption charges.
 - 1. First 1,000 gallons included in meter charge (minimum bill).

- 2. All over 1,000 gallons (per 1,000 gallons).....
\$4.263.55
- c. Maximum charge (cap) effective for cooling towers and commercial swimming pools is 12,000 gallons.
- d. There will be no sewer charges for water consumed through separately metered landscape irrigation systems.”

Section IIIV. *Section 21-147, Water Charges, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:*

“Sec. 21-147. Water charges.

Monthly water charges for all connections to the water distribution system shall be based upon the size of the water meter and the metered amounts and shall be as follows:

*Rates effective ~~March~~ February 1, 2009*8:

(1) All **residential**. (Includes but is not limited to single family homes, and separately metered multi-family units, patio homes, town homes, condominiums and all other residential dwellings.)

- a. Minimum charge.
 - 1. 5/8 and 3/4 inch.....
\$15.073.79
 - 2. 1 inch.....
15.073.79
 - 3. 1 1/2 inch.....
66.684.03
 - 4. 2 inch.....
105.2496.33

- b. Consumption charges.
 - 1. First 1,000 gallons included in meter charge (minimum bill).
 - 2. 1,001--5,000 gallons (per 1,000 gallons).....\$0.352
 - 3. All over 5,000 gallons (per 1,000 gallons).....1.7964
 - 4. All over 20,000 gallons consumed from April 1 thru October 31 (summer period) (per 1,000 gallons).....
3.5727

Note: To calculate water consumption charges for a service period that includes days in both the summer and non-summer period, the average daily consumption during the

service period of the billing will be determined and charged at the appropriate rate according to the number of days in each period.

(2) All **non-residential**. (Includes, but is not limited to commercial, schools, churches, homeowners associations, mobile home parks, industrial, apartment complexes, cooling towers and any other non-residential use.)

a. Minimum charge.

\$15.073.79	1.	5/8	and	3/4	inch.....
34.0431.16	2.	1			inch.....
	3.	1	1/2		inch.....
		<u>66.6861.03</u>			
	4.	2			inch.....
		<u>105.2496.33</u>			
208.02190.41	5.	3			inch.....
323.76296.35	6.	4			inch.....
645.12590.50	7.	6			inch.....
1030.75943.48	8.	8			inch.....
14480.79355.41	9.	10			inch.....

b. Consumption charges.

	1.	First 1,000 gallons included in meter charge (minimum bill).			
	2.	1,001--5,000 gallons	(per 1,000 gallons).....	\$0.352	
1.7964	3.	All over 5,000 gallons	(per 1,000 gallons).....		

(3) **Separately metered irrigation use.**

a. Minimum charge.

\$15.073.79	1.	5/8	and	3/4	inch.....
34.041.16	2.	1			inch.....
66.681.03	3.	1	1/2		inch.....
105.2496.33	4.	2			inch.....
208.02190.41	5.	3			inch.....

<u>323.76296-35</u>	6.	4	inch.....	
<u>645.12590-50</u>	7.	6	inch.....	
943.48	8.	8	inch.....	<u>1030.75</u>
<u>1480.791355-44</u>	9.	10	inch.....	

b. Consumption charges.

1. First 1,000 gallons included in meter charge (minimum bill).
2. 1,001--5,000 gallons.....(per 1,000 gallons)..... \$0.352
3. All over 5,000 gallons.....(per 1,000 gallons).....1.7964
4. All over 20,000 gallons consumed from April 1 through October 31 (summer period) (per 1,000 gallons).....3.5727

Note: To calculate water consumption charges for a service period that includes days in both the summer and non-summer period, the average daily consumption during the service period of the billing will be determined and charged at the appropriate rate according to the number of days in each period."

(4) Fire Hydrant use:

- a. Minimum charge.....\$95.20
- b. Consumption charges.
 1. First 1,000 gallons included in meter charge (minimum bill)
 2. All over 1,000 gallons (per 1,000 gallons).....\$2.45
 3. Delinquent charge\$337.75"

Section IV. Any provision of any Ordinance of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

Section VII. 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 Ordinances at the time of passage of this Ordinance.

Section VIII. This Ordinance shall become effective immediately upon its passage.

PASSED AND APPROVED this the _____ day of _____, 20098.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

EXHIBIT "A"
(Referenced under Section 21-133(e))

STATE OF TEXAS

COUNTY OF COLLIN WATER METER AGREEMENT

~~THIS WATER METER AND BACKFLOW ASSEMBLY AGREEMENT, hereinafter called "Agreement" is made and entered into this date by and between the Water Department of the City of Plano, hereinafter called the "City", and the contractor listed above hereinafter called "Contractor", and hereby agree as follows, to wit:~~

~~1.~~

~~That the City does hereby grant the use of a fire hydrant water meter and backflow assembly to Contractor subject to all other conditions, provisions and terms expressed herein.~~

~~2.~~

~~That the City shall have the right and may at any time increase the rates charged for such use with or without notification to Contractor.~~

~~3.~~

~~That the City shall have the right to terminate this Agreement at any time.~~

~~4.~~

~~That upon such termination or upon demand by the City, the Contractor shall return said meter and backflow assembly to the Utility Operations Department located at 4120 West Plano Parkway, Plano, Texas 75093.~~

~~5.~~

~~THAT THE METER AND BACKFLOW ASSEMBLY SHALL BE RETURNED TO THE UTILITY OPERATIONS DEPARTMENT LOCATED AT 4120 WEST PLANO PARKWAY, PLANO, TEXAS, BETWEEN THE 1ST AND 10TH OF EACH MONTH FOR MONTHLY READING.~~

~~6.~~

~~A FAILURE ON THE PART OF THE CONTRACTOR TO OBTAIN A READING IN COMPLIANCE WITH PARAGRAPH 5 OR KNOWINGLY FALSEFIES A READING SHALL BE DEEMED A BREACH OF THIS AGREEMENT, AND CONTRACTOR EXPRESSLY AGREES TO PAY FOR 100,000 GALLONS AT THE RATE PER GALLON THEN IN EFFECT. SUCH PAYMENT SHALL BE DEEMED AS A CHARGE AND NOT BE DEEMED AS A CREDIT OR A REFUNDABLE PAYMENT.~~

~~7.~~

~~The Contractor shall not alter the meter or backflow assembly and will be responsible for any damages to meter and assembly. Contractor agrees that any alterations or damage to the meter and backflow assembly shall work a forfeiture of his deposit, the same to be considered liquidated damages.~~

~~8.~~

~~Contractor covenants and agrees to indemnify, hold harmless and defend the City, its agents and employees, from and against any and all claims for damages to persons or property of any nature whatsoever, whether real or asserted, arising out of or caused by the use by the Contractor of any of his agents or employees, of water withdrawn from the Water System of the City, under or by virtue of this Agreement or arising out of or caused by the failure of the Contractor or any of its agents or employees to perform any of its duties or obligations hereunder.~~

~~9.~~

~~Contractor agrees to pay all charges lawfully assessed by the City and covenants that the water withdrawn under the terms of this application will be solely for purposes authorized under the existing laws, ordinances, regulations or policies of the City of Plano.~~

~~10.~~

~~To insure the safety and protection of fire hydrants for fire protection, any person authorized to open fire hydrants shall use only an approved fire hydrant wrench and shall replace the caps on outlets when the same are not in use; failure to do so shall be sufficient cause to prohibit further use of the hydrants and to refuse to grant subsequent permits for the use of fire hydrants and meters. Installing and supporting the assembly on the hydrant will be the responsibility of the Contractor.~~

~~11.~~

~~This Agreement shall remain in full force and effect during any period of time that any water meter is in the possession of Contractor. It is further contemplated that this Agreement shall be and is hereby made applicable to any and all fire hydrant water meters and backflow assembly to which Contractor is granted to use by the City.~~

~~_____ CITY OF PLANO, TEXAS _____ COMPANY _____~~

ORDINANCE NO.

Page

11

BY: _____

BY: _____

Utility Operations Supt

Company Representative

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SPECIFIC SECTIONS OF ORDINANCE NO 2008-1-9 CODIFIED AS SECTIONS 21-135, 21-136 AND 21-147, OF ARTICLE IV, SERVICE CHARGES GENERALLY, OF CHAPTER 21, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF PLANO, TO REFLECT THE NEW RATES AND INCREASE THE FEE SCHEDULES FOR WATER AND SEWER SERVICES EFFECTIVE MARCH 1, 2009, AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on January 14, 2008, the City Council of the City of Plano enacted Ordinance No. 2008-1-9 amending the fee schedules for water and sewer services provided in the City; and

WHEREAS, the City Council has been presented a report which indicates that the revenues currently recovered under the existing water and sewer fee schedules are insufficient to cover the costs of providing such services to the City; and

WHEREAS, upon consideration of the report and the recommendations contained therein, the City Council is of the opinion that the water rates for both residential and non-residential customers should be increased by nine and ¼ percent (9.25%) for the minimum charge and for all usage above 1,000 gallons and sewer rates for both residential and non-residential customers should be increased by twenty percent (20%) for the minimum charge and for all usage above 1,000 gallons; and

WHEREAS, the City Council further finds and determines that the fee increases are necessary and in the best interest of the City and its citizens.

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

Section I. *Section 21-135, Sewer Charges-Residential, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:*

"Sec. 21-135. Sewer Charges--Residential.

Monthly sewer charges for residential connections to the sanitary sewer collection system shall be based upon the minimum charge and the metered water amounts and shall be as follows:

Rates effective March 1, 2009:

(1) Monthly sewer charges for **residential** connections to the sanitary sewer collection system shall be based upon the minimum charge and the **winter quarter average calculations**.

- a. Winter quarter averaging is a method for determining residential sewer use based on the winter quarter averages from up to three (3) consecutive winter periods. The winter average for each year is calculated based on the water consumption during a minimum of three (3) billed winter months or the three (3) lowest of the four (4) billed winter months (December, January, February, and March).
- b. To determine the three year average, the calculated averages for each year will be combined and divided by three (3).
- c. Residential customers whose water account has been established for less than three winter periods will be assessed based on the period average for one or two years.
- d. Residential customers, whose water account has not been established for at least three (3) billed months of the current winter period, will be charged based upon the average three-year residential winter quarter average citywide until an accurate winter average is available.

(2) **All residential.** (Includes but is not limited to single family homes, individually metered multi family units, patio homes, town homes and all other separately metered residential dwellings.)

- a. Minimum charge.
 - 1. All meter sizes..... \$12.24
- b. Consumption charges.
 - 1. First 1,000 gallons included in meter charge (minimum bill)
 - 2. All over 1,000 gallons (per 1,000 gallons)..... \$4.26
- c. There will be no sewer charges for water consumed through separately metered landscape irrigation systems."

Section II. *Section 21-136, Sewer Charges-Non-Residential, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:*

“Sec. 21-136. Sewer charges--Non-residential.

Monthly sewer charges for non-residential connections to the sewer collection system shall be based upon the size of the water meter and the metered water amounts and shall be as follows:

Rates effective March 1, 2009:

(1) **All non-residential.** (Includes but is not limited to commercial, schools, churches, homeowners associations, mobile home parks, industrial, apartment complexes, cooling towers and any other non residential use.)

- a. Minimum charge.
 - 1. 5/8 and 3/4 inch..... \$ 12.24
 - 2. 1 inch..... 23.88
 - 3. 1 1/2 inch..... 43.19
 - 4. 2 inch..... 66.42
 - 5. 3 inch..... 128.28
 - 6. 4 inch..... 197.84
 - 7. 6 inch..... 391.19
 - 8. 8 inch..... 582.11
 - 9. 10 inch 893.86

- b. Consumption charges.
 - 1. First 1,000 gallons included in meter charge (minimum bill).
 - 2. All over 1,000 gallons (per 1,000 gallons)..... \$4.26

- c. Maximum charge (cap) effective for cooling towers and commercial swimming pools is 12,000 gallons.

- d. There will be no sewer charges for water consumed through separately metered landscape irrigation systems.”

Section III. *Section 21-147, Water Charges, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:*

“Sec. 21-147. Water charges.

Monthly water charges for all connections to the water distribution system shall be based upon the size of the water meter and the metered amounts and shall be as follows:

Rates effective March 1, 2009:

(1) All **residential**. (Includes but is not limited to single family homes, and separately metered multi-family units, patio homes, town homes, condominiums and all other residential dwellings.)

- a. Minimum charge.
 - 1. 5/8 and 3/4 inch..... \$15.07
 - 2. 1 inch..... 15.07
 - 3. 1 1/2 inch..... 66.68
 - 4. 2 inch..... 105.24

- b. Consumption charges.
 - 1. First 1,000 gallons included in meter charge (minimum bill).
 - 2. 1,001--5,000 gallons (per 1,000 gallons)..... \$0.35
 - 3. All over 5,000 gallons (per 1,000 gallons)..... 1.79
 - 4. All over 20,000 gallons consumed from April 1 thru October 31 (summer period) (per 1,000 gallons).... 3.57

Note: To calculate water consumption charges for a service period that includes days in both the summer and non-summer period, the average daily consumption during the service period of the billing will be determined and charged at the appropriate rate according to the number of days in each period.

(2) All **non-residential**. (Includes, but is not limited to commercial, schools, churches, homeowners associations, mobile home parks, industrial, apartment complexes, cooling towers and any other non-residential use.)

- a. Minimum charge.
 - 1. 5/8 and 3/4 inch..... \$15.07
 - 2. 1 inch..... 34.04
 - 3. 1 1/2 inch..... 66.68
 - 4. 2 inch..... 105.24
 - 5. 3 inch..... 208.02
 - 6. 4 inch..... 323.76
 - 7. 6 inch..... 645.12
 - 8. 8 inch..... 1030.75
 - 9. 10 inch..... 1480.79

- b. Consumption charges.
 - 1. First 1,000 gallons included in meter charge (minimum bill).
 - 2. 1,001--5,000 gallons (per 1,000 gallons)..... \$0.35
 - 3. All over 5,000 gallons (per 1,000 gallons)..... 1.79

(3) **Separately metered irrigation use.**

a. Minimum charge.

1.	5/8 and 3/4 inch.....	\$15.07
2.	1 inch.....	34.04
3.	1 1/2 inch.....	66.68
4.	2 inch.....	105.24
5.	3 inch.....	208.02
6.	4 inch.....	323.76
7.	6 inch.....	645.12
8.	8 inch.....	1030.75
9.	10 inch.....	1480.79

b. Consumption charges.

1.	First 1,000 gallons included in meter charge (minimum bill).	
2.	1,001--5,000 gallons.....(per 1,000 gallons).....	\$0.35
3.	All over 5,000 gallons.....(per 1,000 gallons).....	1.79
4.	All over 20,000 gallons consumed from April 1 through October 31 (summer period) (per 1,000 gallons)...	3.57

Note: To calculate water consumption charges for a service period that includes days in both the summer and non-summer period, the average daily consumption during the service period of the billing will be determined and charged at the appropriate rate according to the number of days in each period.

(4) **Fire Hydrant use:**

a. Minimum charge..... \$95.20

b. Consumption charges.

1.	First 1,000 gallons included in meter charge (minimum bill)	
2.	All over 1,000 gallons (per 1,000 gallons).....	\$2.45
3.	Delinquent charge	\$337.75"

Section IV. Any provision of any Ordinance of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

Section VI. 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 Ordinances at the time of passage of this Ordinance.

Section VII. This Ordinance shall become effective immediately upon its passage.

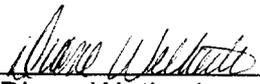
PASSED AND APPROVED this the _____ day of _____, 2009.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/17/09		Reviewed by Legal <i>دب</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Sustainability & Environmental Services			Initials	Date
Department Head	Nancy Nevil	Executive Director	<i>PN</i>	<i>1-16-09</i>	
Dept Signature:	<i>Nancy Nevil</i>	City Manager	<i>TS</i>	<i>1/16/09</i>	
Agenda Coordinator (include phone #): Tiffany Stephens x4264					

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AUTHORIZING A THREE-YEAR RENEWAL OF THE PRIVATE FRANCHISE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND ALLIED WASTE SYSTEMS, INC. D/B/A TRINITY WASTE SERVICES, FOR COLLECTION AND DISPOSAL OF SOLID WASTE FOR COMMERCIAL CUSTOMERS LOCATED WITHIN THE CITY OF PLANO AND A NON-EXCLUSIVE PRIVATE FRANCHISE FOR COLLECTION OF RECYCLABLE MATERIALS FROM COMMERCIAL CUSTOMERS LOCATED IN THE CITY OF PLANO; AND AUTHORIZING THE CITY MANAGER, OR AN EXECUTIVE DIRECTOR IN HIS ABSENCE, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RENEWAL; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE, AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE. (SECOND READING, FIRST READING JANUARY 12, 2009)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S):

COMMENTS: Approval of this item will have no fiscal impact.

SUMMARY OF ITEM

The Sustainability & Environmental Services (SES) Department supports the second three-year extension of the existing Allied Waste Services commercial solid waste franchise agreement as written and in accordance with paragraph 4.2 "Renewal" of the agreement. Allied Waste Services has continued to build strong partnerships with individual Plano businesses, as well as the City of Plano organization. In addition, Allied Waste Services has documented their proven ability to maintain at or above a 85% Good to Excellent customer service satisfaction rating spanning the past three years, which is supported by the SES bi-annual commercial services survey. Furthermore, Allied Waste Services has always been very willing and helpful to work outside the normal standard operational protocol and above the performance requirements during special and unforeseen events. (Second Reading)

List of Supporting Documents: Letter Requesting Extension of Franchise	Other Departments, Boards, Commissions or Agencies
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AUTHORIZING A THREE-YEAR RENEWAL OF THE PRIVATE FRANCHISE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND ALLIED WASTE SYSTEMS, INC. D/B/A TRINITY WASTE SERVICES, FOR COLLECTION AND DISPOSAL OF SOLID WASTE FOR COMMERCIAL CUSTOMERS LOCATED WITHIN THE CITY OF PLANO AND A NON-EXCLUSIVE PRIVATE FRANCHISE FOR COLLECTION OF RECYCLABLE MATERIALS FROM COMMERCIAL CUSTOMERS LOCATED IN THE CITY OF PLANO; AND AUTHORIZING THE CITY MANAGER, OR AN EXECUTIVE DIRECTOR IN HIS ABSENCE, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RENEWAL; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE, AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the collection, transportation, processing and disposal of solid waste and recyclable materials is a governmental function necessary to preserve and protect the public health, safety and general welfare; and

WHEREAS, Allied Waste Systems, Inc. d/b/a Trinity Waste Services ("Allied") has been providing solid waste collection and disposal services for the City's commercial customers since February 1, 2001, pursuant to an exclusive Private Franchise Agreement approved by the City Council through Ordinance No. 2000-8-4, a complete copy of which is on file with the City Secretary of the City of Plano (hereinafter the "Agreement") and the contract was renewed for the first three (3) year term pursuant to Ordinance No. 2006-1-24; and

WHEREAS, the original Agreement allowed for a total of two (2) additional three (3) year renewals; and

WHEREAS, the City wishes to renew and extend this Agreement for the second and final three (3) years in accordance with Section 4.2 of the Agreement; and

WHEREAS, Allied has also expressed its desire to renew and extend the Agreement by letter dated July 1, 2008, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, pursuant to Section 10-A.02 Charter of the City of Plano, the caption of this Ordinance shall be read at two (2) separate regular meetings of the City Council and shall not be finally passed until thirty (30) days after the first reading; and this Ordinance shall not take effect until thirty (30) days after its final passage; pending such time, the caption of the Ordinance shall be published once each week for four (4) consecutive weeks in the official newspaper of the City of Plano and the expense of such publication shall be borne by the proponent of the franchise.

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

Section I. The facts, findings and recitations set out in the preamble of this Ordinance are hereby adopted and made a part of this Ordinance the same as if they were recited in full.

Section II. The City Manager, or in his absence an Executive Director, is hereby authorized to execute any and all documents necessary to renew the Private Franchise Agreement with Allied Waste Systems, Inc. for a three (3) year period, beginning February 26, 2009, substantially according to the terms and conditions set forth in the agreement.

Section III. Any provision of any Ordinance of the City of Plano, Texas, codified or uncodified, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

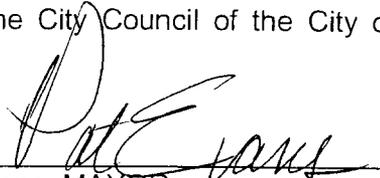
Section IV. It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable and the invalidity of any section, clause or provision or part or portion of any section, clause or provision of this Ordinance shall not affect the validity of any other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

Section 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 of any Ordinances at the time of passage of this Ordinance.

Section VI. Any person, firm or corporation violating or failing to comply with any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor. Upon conviction in Municipal Court, violators may be subject to a fine not to exceed the sum of **TWO THOUSAND DOLLARS (\$2,000.00)** for each offense, and each and every day such violation continues shall constitute a separate offense.

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

PASSED AND APPROVED ON FIRST READING by the City Council of the City of Plano, Texas, this 12th day of January, 2009.


Pat Evans, MAYOR

ATTEST:


Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:


Diane C. Wetherbee, CITY ATTORNEY

PASSED AND APPROVED ON SECOND READING by the City Council of the City of Plano, Texas, this _____ day of _____, 2009.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:


Diane C. Wetherbee, CITY ATTORNEY

DATED:

First Reading: _____, 2009

Second Reading: _____, 2009



July 1, 2008

Mr. Thomas Muehlenbeck
City Manager
City of Plano
P. O. Box 860358
Plano, TX. 75086-0358

RE: Extension to the contract

Dear Mr. Muehlenbeck:

In accordance with paragraph 4.2 of the License Agreement between the City of Plano and Allied Waste Services, I hereby request an extension of the current contract for an additional three-year period beginning February 1, 2009.

We appreciate the opportunity to have been the City's solid waste contractor and we are looking forward to a continued partnership. If you have any questions, please don't hesitate to give me a call.

Sincerely,

A handwritten signature in cursive script that reads "Reid Donaldson".

Reid Donaldson
General Manager

CC: Rod Hogan, Executive Director
Nancy Nevil, Director of Sustainability & Environmental Services
Robert Smouse, Environmental Waste Services Manager
Jim Lattimore, District Manager- DFW

2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/17/09		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Finance		Initials	Date	
Department Head	Denise Tacke	Executive Director			
Dept Signature:		City Manager	<i>[Signature]</i>	4/30/09	
Agenda Coordinator (include phone #):		Katherine Crumbley x-7479			

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE INVESTMENT PORTFOLIO SUMMARY FOR THE QUARTER ENDING SEPTEMBER 30, 2008 PREPARED BY VALLEY VIEW CONSULTING, L.L.C.; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Quarterly Investment report ending September 30,2008.

List of Supporting Documents:
Investment Portfolio Summary

Other Departments, Boards, Commissions or Agencies

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE INVESTMENT PORTFOLIO SUMMARY FOR THE QUARTER ENDING SEPTEMBER 30, 2008 PREPARED BY VALLEY VIEW CONSULTING, L.L.C.; 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, 2008, prepared by Valley View Consulting, L.L.C., 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 2256.023, requires the investment officer to present a written report of the investment portfolio to the governing body and chief executive officer of an investing entity not less than quarterly; 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, 2008, 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 ____ day of _____, 2009.

Pat Evans, 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, 2008

Prepared by
Valley View Consulting, L.L.C.

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

Denise Packer

Director of Finance

Yubana Alvarado

Investment Officer

Strategy Summary:

Throughout the quarter, the Federal Open Markets Committee (FOMC) maintained the Fed Funds target rate at 2.00% - despite the market's expectations of a rate cut at the September meeting. This expectation was raised by the turmoil in the stock and financial markets as economic conditions deteriorated and Bear Stearns, Lehman Brothers, FNMA, FHLMC and other financial institutions failed. The Fed Funds futures markets places a high probability that the FOMC will lower the funds rate during October due to continued global economic stress. The positive yield curve still allows laddered CDs or securities to increase current return.

Quarter End Results by Investment Category:

Asset Type	Ave. Yield	September 30, 2008		June 30, 2008	
		End Book Value	End Market Value	Begin Book Value	Begin Market Value
Pools/NOW Acct	2.32%	\$262,186,498.56	\$262,186,498.56	\$298,632,859.78	\$298,632,859.78
Commercial Paper	0.00%	-	-	6,988,385.36	6,991,344.71
Certificates of Deposit	2.49%	11,500,000.00	11,500,000.00	33,000,000.00	33,000,000.00
FHLB Notes	5.20%	8,022,870.55	8,057,843.50	9,020,666.57	9,098,302.00
FHLMC Notes	3.22%	17,993,015.25	18,032,646.00	5,999,668.66	6,013,430.00
FNMA Notes	6.81%	997,178.44	1,039,060.00	5,990,273.04	6,062,817.50
Totals		\$300,699,562.80	\$300,816,048.06	\$359,631,853.41	\$359,798,753.99

Average Yield (1): Total Portfolio 2.47%

Fiscal Year-to-Date Average Yield (2): Total Portfolio 3.20%

This Quarter:	
Rolling Three Mo. Treas. Yield	1.55%
Rolling Six Mo. Treas. Yield	1.85%
TexPool Yield	2.31%

Last 12 Months:	
Rolling Three Mo. Treas. Yield	2.23%
Rolling Six Mo. Treas. Yield	2.74%
TexPool Yield	3.05%

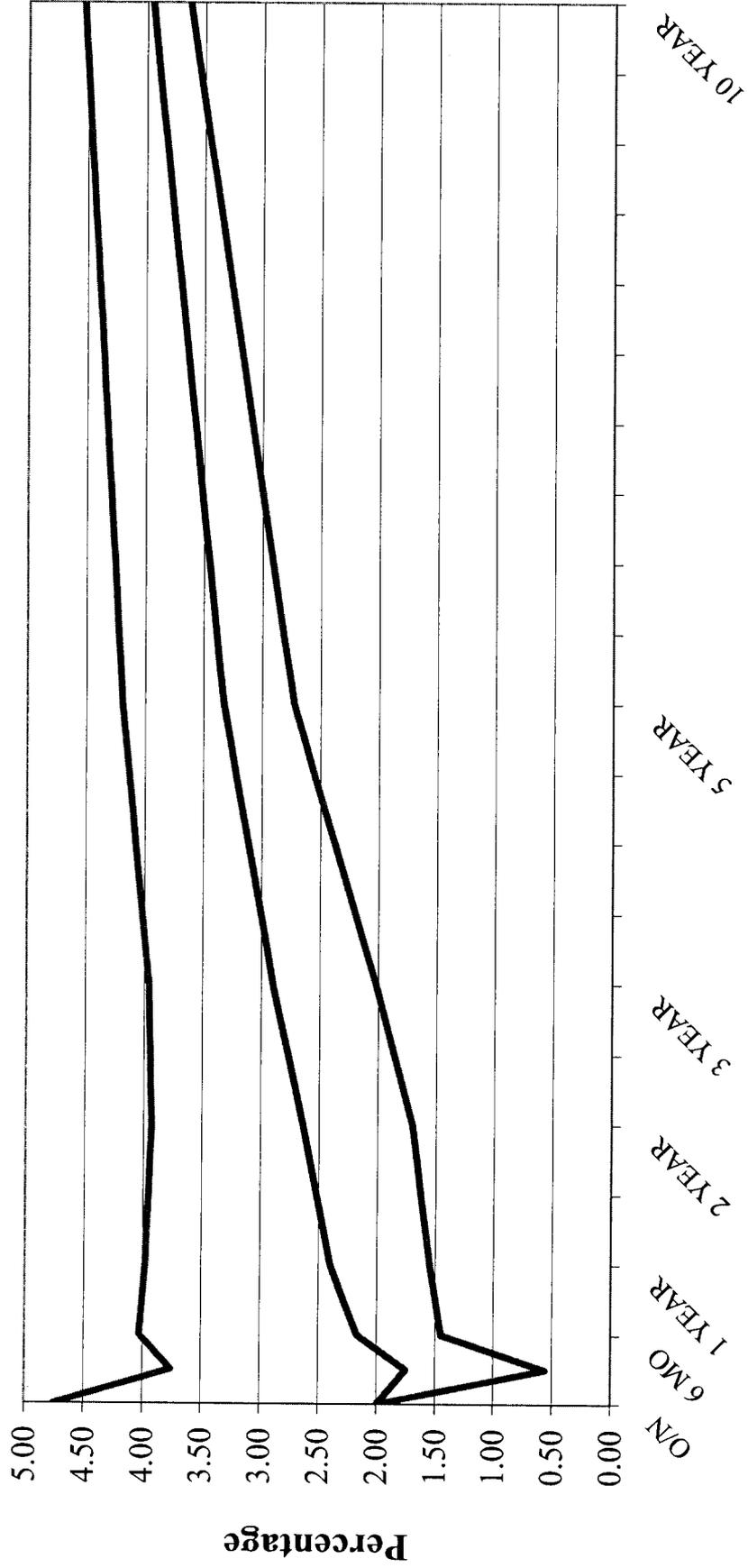
Investment Earnings:

\$1,734,031.31 Quarter
 \$10,706,723.69 Fiscal Year To Date

(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

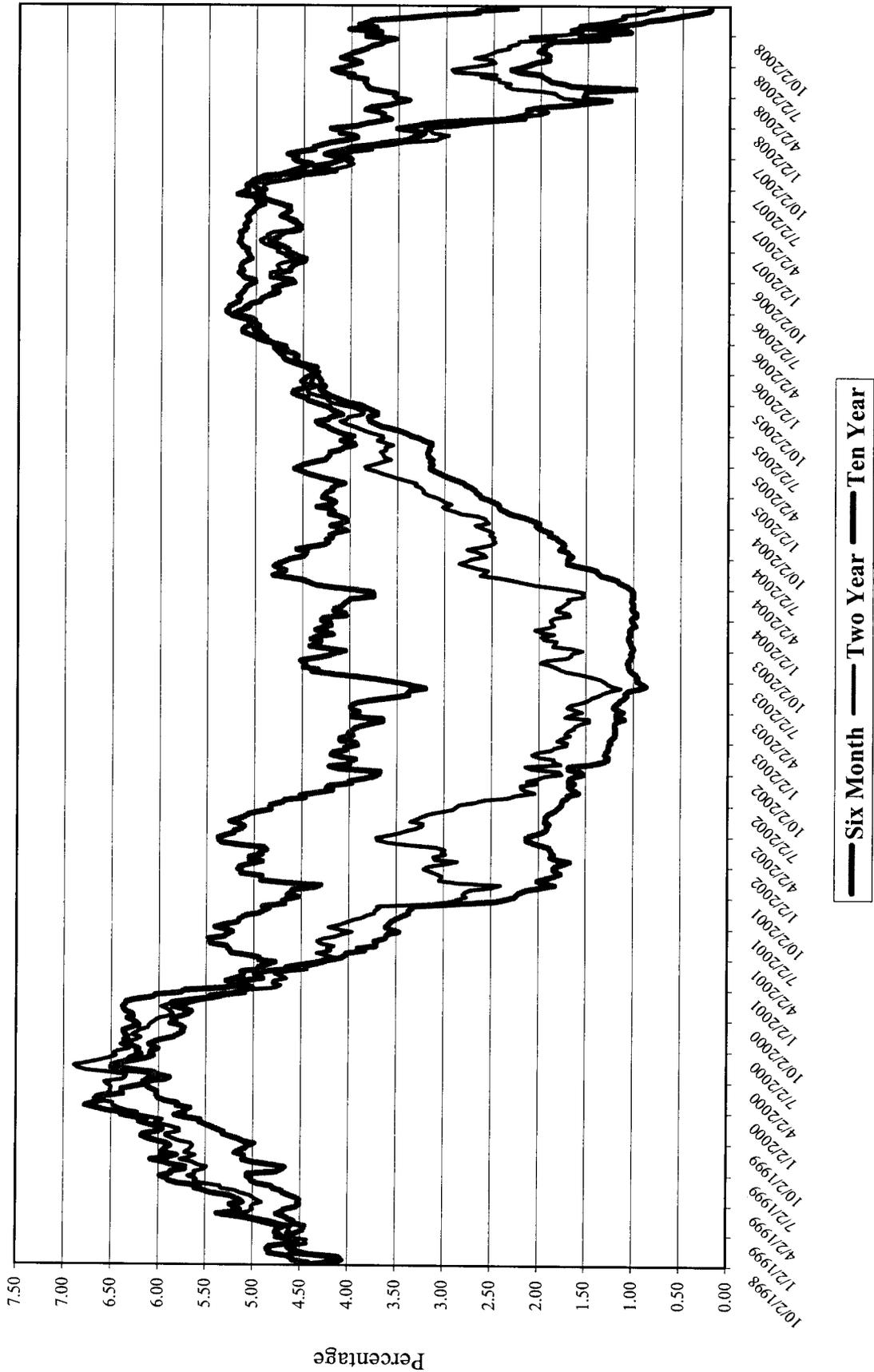
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Treasury Yield Curves

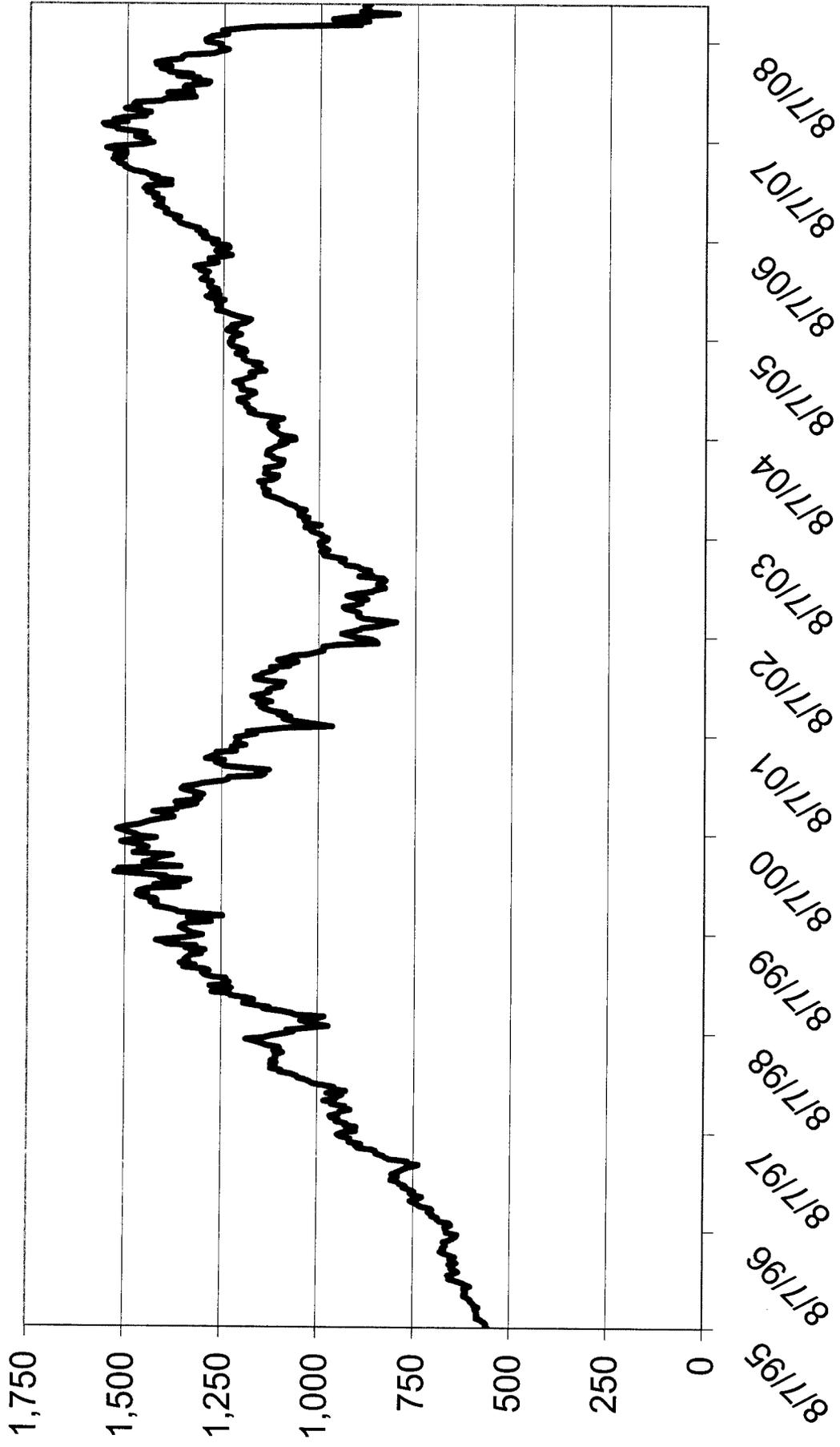


— September 28, 2007 — June 30, 2008 — September 30, 2008

US Treasury Historical Yields



S&P 500



Detail of Security Holdings By Sector September 30, 2008

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
Legacy NOW Acct		2.39%	10/3/08	9/30/08		29,232,671.49	29,232,671.49	29,232,671.49	100.000	29,232,671.49	0.10	2.39%
TexPool	AAA	2.31%	10/3/08	9/30/08		232,953,827.07	232,953,827.07	232,953,827.07	100.000	232,953,827.07	0.10	2.31%
Certificate of Deposit	AAA	3.00%	11/13/08	7/14/08		3,500,000.00	3,500,000.00	3,500,000.00	100.000	3,500,000.00	1.44	2.50%
Certificate of Deposit		3.47%	11/20/08	3/11/08		4,500,000.00	4,500,000.00	4,500,000.00	100.000	4,500,000.00	1.67	2.48%
Certificate of Deposit		4.47%	11/26/08	12/21/07		3,500,000.00	3,500,000.00	3,500,000.00	100.000	3,500,000.00	1.87	2.48%
FHLB Note	AAA	4.38%	10/3/08	8/22/06		1,000,000.00	984,062.50	999,956.51	100.000	1,000,000.00	0.10	2.75%
FHLB Note	AAA	5.40%	8/20/12	8/20/07	8/20/09	1,000,000.00	1,000,000.00	1,000,000.00	102.156	1,021,560.00	46.56	6.37%
FHLB Note	AAA	5.10%	10/15/12	10/15/07		2,025,000.00	2,023,734.38	2,023,953.62	100.094	2,026,903.50	48.39	6.55%
FHLB Note	AAA	5.00%	10/29/12	10/30/07		2,000,000.00	1,998,750.00	1,998,960.42	100.188	2,003,760.00	48.85	2.56%
FHLB Note	AAA	4.90%	11/28/12	12/27/07		2,000,000.00	1,999,916.80	2,000,000.00	100.281	2,005,620.00	49.84	7.10%
FHLMC Note	AAA	5.00%	11/3/08	11/3/05		1,000,000.00	997,240.00	999,913.09	100.143	1,001,430.00	1.11	3.80%
FHLMC Note	AAA	5.00%	7/22/13	7/22/08		2,000,000.00	1,999,687.50	1,999,698.19	100.691	2,013,812.00	57.57	3.05%
FHLMC Note	AAA	4.30%	6/30/11	8/22/08		3,000,000.00	3,000,000.00	3,000,000.00	100.014	3,000,420.00	32.89	3.00%
FHLMC Note	AAA	4.38%	7/28/11	8/28/08		3,000,000.00	3,000,000.00	3,000,000.00	100.098	3,002,952.00	33.80	4.00%
FHLMC Note	AAA	4.50%	8/25/11	8/25/08	11/25/08	2,000,000.00	1,998,125.00	1,998,184.05	100.216	2,004,312.00	34.72	3.05%
FHLMC Note	AAA	4.00%	6/3/11	8/22/08		2,000,000.00	1,995,000.00	1,995,219.92	100.096	2,001,920.00	32.00	3.00%
FHLMC Note	AAA	4.05%	11/21/11	5/21/08		5,000,000.00	5,000,000.00	5,000,000.00	100.156	5,007,800.00	37.61	3.00%
FNMA Note	AAA	5.05%	2/7/11	2/7/06	11/17/03	1,000,000.00	994,375.00	997,178.44	103.906	1,039,060.00	28.20	6.81%
						\$300,711,498.56	\$300,677,389.74	\$300,699,562.80		\$300,816,048.06	3.50	2.47%

(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 for the reporting month is used for bank, pool, and money market investments.

Detail of Security Holdings By Maturity

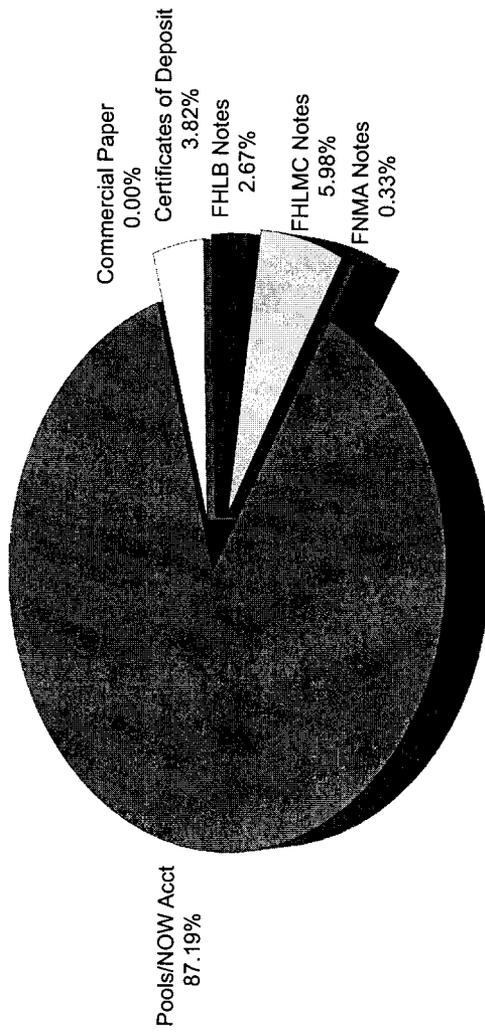
September 30, 2008

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
Legacy NOW Acct		2.39%	10/3/08	9/30/08		29,232,671.49	29,232,671.49	29,232,671.49	1.000	29,232,671.49	0.10	2.39%
TexPool	AAA	2.31%	10/3/08	9/30/08		232,953,827.07	232,953,827.07	232,953,827.07	1.000	232,953,827.07	0.10	2.31%
FHLB Note	AAA	4.38%	10/3/08	8/22/06		1,000,000.00	984,062.50	999,956.51	100.000	1,000,000.00	0.10	2.75%
FHLMC Note	AAA	4.90%	11/3/08	11/3/05		1,000,000.00	997,240.00	999,913.09	100.143	1,001,430.00	1.11	3.80%
Certificate of Deposit		3.00%	11/13/08	7/14/08		3,500,000.00	3,500,000.00	3,500,000.00	100.000	3,500,000.00	1.44	2.50%
Certificate of Deposit		3.47%	11/20/08	3/11/08		4,500,000.00	4,500,000.00	4,500,000.00	100.000	4,500,000.00	1.67	2.48%
Certificate of Deposit		4.47%	11/26/08	12/21/07		3,500,000.00	3,500,000.00	3,500,000.00	100.000	3,500,000.00	1.87	2.48%
FNMA Note	AAA	5.05%	2/7/11	2/7/06	11/17/03	1,000,000.00	994,375.00	997,178.44	103.906	1,039,060.00	28.20	6.81%
FHLMC Note	AAA	4.00%	6/3/11	8/22/08		2,000,000.00	1,995,000.00	1,995,219.92	100.096	2,001,920.00	32.00	3.00%
FHLMC Note	AAA	4.30%	6/30/11	8/22/08		3,000,000.00	3,000,000.00	3,000,000.00	100.014	3,000,420.00	32.89	3.00%
FHLMC Note	AAA	4.38%	7/28/11	8/28/08		3,000,000.00	3,000,000.00	3,000,000.00	100.098	3,002,952.00	33.80	4.00%
FHLMC Note	AAA	4.50%	8/25/11	8/25/08	11/25/08	2,000,000.00	1,998,125.00	1,998,184.05	100.216	2,004,312.00	34.72	3.00%
FHLMC Note	AAA	4.05%	11/21/11	5/21/08		5,000,000.00	5,000,000.00	5,000,000.00	100.156	5,007,800.00	37.61	3.00%
FHLB Note	AAA	5.40%	8/20/12	8/20/07	8/20/09	1,000,000.00	1,000,000.00	1,000,000.00	102.156	1,021,560.00	46.56	6.37%
FHLB Note	AAA	5.10%	10/15/12	10/15/07		2,025,000.00	2,023,734.38	2,023,953.62	100.094	2,026,903.50	48.39	6.55%
FHLB Note	AAA	5.00%	10/29/12	10/30/07		2,000,000.00	1,998,750.00	1,998,960.42	100.188	2,003,760.00	48.85	2.56%
FHLB Note	AAA	5.00%	11/28/12	12/27/07		2,000,000.00	1,999,916.80	2,000,000.00	100.281	2,005,620.00	49.84	7.10%
FHLMC Note	AAA	5.00%	7/22/13	7/22/08		2,000,000.00	1,999,687.50	1,999,698.19	100.691	2,013,812.00	57.57	3.05%
						\$300,711,498.56	\$300,677,389.74	\$300,699,562.80		\$300,816,048.06	3.50	2.47%

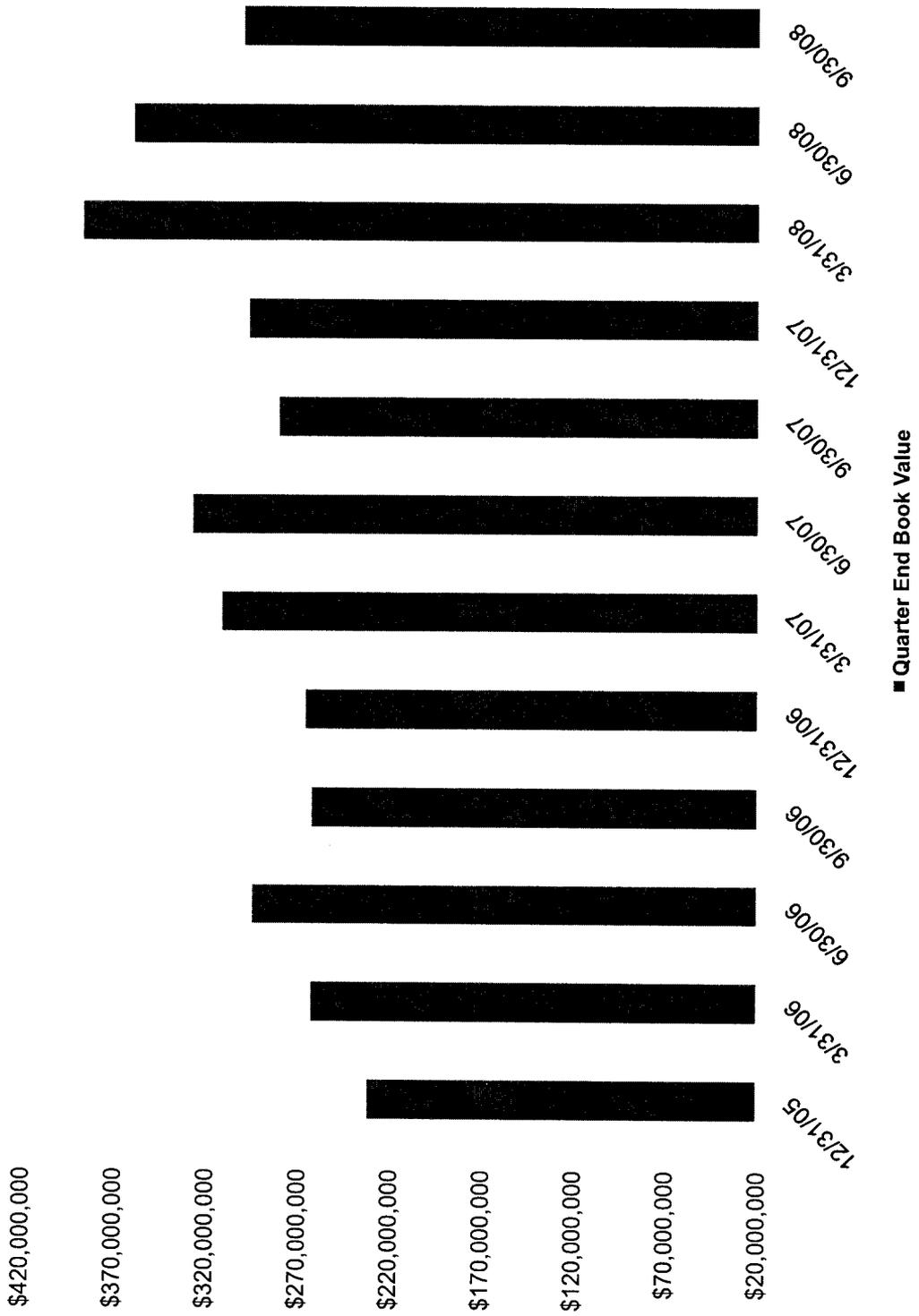
(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

(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 for the reporting month is used for bank, pool, and money market investments.

Portfolio Composition



Total Portfolio



Adjusted Book Value Comparison

Security Description	Coupon/ Yield	Maturity Date	June 30, 2008			September 30, 2008		
			Par Value	Adjusted Book Value	Purchase/ Adjustment	Maturity/Call/ Adjustment	Par Value	Adjusted Book Value
Legacy NOW Acct	2.39%	10/3/08	17,137,539.68	17,137,539.68	12,095,131.81	(48,541,493.03)	29,232,671.49	29,232,671.49
TexPool	2.31%	10/3/08	281,495,320.10	281,495,320.10	-	(3,496,665.85)	232,953,827.07	232,953,827.07
Commercial Paper	3.87%	7/10/08	3,500,000.00	3,496,665.85	-	(3,491,719.51)	-	-
Commercial Paper	2.34%	8/7/08	3,500,000.00	3,491,719.51	-	(3,500,000.00)	-	-
Certificate of Deposit	4.94%	7/10/08	3,500,000.00	3,500,000.00	-	(5,000,000.00)	-	-
Certificate of Deposit	2.86%	9/2/08	-	-	5,000,000.00	(5,000,000.00)	-	-
Certificate of Deposit	2.36%	7/31/08	-	-	5,000,000.00	(5,000,000.00)	-	-
Certificate of Deposit	2.34%	8/31/08	-	-	5,000,000.00	(5,000,000.00)	-	-
Certificate of Deposit	4.47%	9/2/08	6,500,000.00	6,500,000.00	-	(6,500,000.00)	-	-
Certificate of Deposit	3.47%	9/2/08	15,000,000.00	15,000,000.00	-	(15,000,000.00)	-	-
Certificate of Deposit	2.36%	9/30/08	-	-	5,000,000.00	(5,000,000.00)	-	-
Certificate of Deposit	3.00%	11/13/08	-	-	3,500,000.00	-	3,500,000.00	3,500,000.00
Certificate of Deposit	3.47%	11/20/08	4,500,000.00	4,500,000.00	-	-	4,500,000.00	4,500,000.00
Certificate of Deposit	4.47%	11/26/08	3,500,000.00	3,500,000.00	-	-	3,500,000.00	3,500,000.00
Certificate of Deposit	4.38%	10/3/08	1,000,000.00	997,999.24	1,957.27	-	1,000,000.00	999,956.51
FHLB Note	5.75%	8/15/12	1,000,000.00	999,868.11	-	(999,868.11)	-	-
FHLB Note	5.40%	8/20/12	1,000,000.00	1,000,000.00	-	-	1,000,000.00	1,000,000.00
FHLB Note	5.10%	10/15/12	2,025,000.00	2,023,895.84	57.78	-	2,025,000.00	2,023,953.62
FHLB Note	5.00%	10/29/12	2,000,000.00	1,998,903.38	57.04	-	2,000,000.00	1,998,960.42
FHLB Note	5.00%	11/28/12	2,000,000.00	2,000,000.00	-	-	2,000,000.00	2,000,000.00
FHLB Note	4.50%	8/4/10	-	-	4,950,773.44	(4,950,773.44)	-	-
FHLMC Note	4.90%	11/3/08	1,000,000.00	999,668.66	244.43	-	1,000,000.00	999,913.09
FHLMC Note	5.00%	7/22/13	-	-	1,999,698.19	-	2,000,000.00	1,999,698.19
FHLMC Note	4.30%	6/30/11	-	-	3,000,000.00	-	3,000,000.00	3,000,000.00
FHLMC Note	4.38%	7/28/11	-	-	3,000,000.00	-	3,000,000.00	3,000,000.00
FHLMC Note	4.50%	8/25/11	-	-	1,998,184.05	-	2,000,000.00	1,998,184.05
FHLMC Note	4.00%	6/3/11	-	-	1,995,219.92	-	2,000,000.00	1,995,219.92
FHLMC Note	4.05%	11/21/11	5,000,000.00	5,000,000.00	-	-	5,000,000.00	5,000,000.00
FNMA Note	5.05%	2/7/11	1,000,000.00	996,897.21	281.23	-	1,000,000.00	997,178.44
FNMA Note	5.00%	6/26/13	5,000,000.00	4,993,375.83	-	(4,993,375.83)	-	-
TOTAL			\$359,657,859.78	\$359,631,853.41	\$52,541,605.16	(\$111,473,895.77)	\$300,711,498.56	\$300,699,562.80

Market Value Comparison

Security Description	Coupon/ Discount	Maturity Date	June 30, 2008			September 30, 2008		
			Par Value	Market Value	Qtr to Qtr Change	Par Value	Market Value	
Legacy NOW Acct	2.39%	10/3/08	17,137,539.68	17,137,539.68	-	29,232,671.49	29,232,671.49	
TexPool	2.31%	10/3/08	281,495,320.10	281,495,320.10	(48,541,493.03)	232,953,827.07	232,953,827.07	
Commercial Paper	3.87%	7/10/08	3,500,000.00	3,498,120.78	(3,498,120.78)	-	-	
Commercial Paper	2.34%	8/7/08	3,500,000.00	3,493,223.93	(3,493,223.93)	-	-	
Certificate of Deposit	4.94%	7/10/08	3,500,000.00	3,500,000.00	(3,500,000.00)	-	-	
Certificate of Deposit	2.86%	9/2/08	-	-	-	-	-	
Certificate of Deposit	2.36%	7/31/08	-	-	-	-	-	
Certificate of Deposit	2.34%	8/31/08	-	-	-	-	-	
Certificate of Deposit	4.47%	9/2/08	6,500,000.00	6,500,000.00	(6,500,000.00)	-	-	
Certificate of Deposit	3.47%	9/2/08	15,000,000.00	15,000,000.00	(15,000,000.00)	-	-	
Certificate of Deposit	2.36%	9/30/08	-	-	-	-	-	
Certificate of Deposit	3.00%	11/13/08	-	-	3,500,000.00	3,500,000.00	3,500,000.00	
Certificate of Deposit	3.47%	11/20/08	4,500,000.00	4,500,000.00	-	4,500,000.00	4,500,000.00	
Certificate of Deposit	4.47%	11/26/08	3,500,000.00	3,500,000.00	-	3,500,000.00	3,500,000.00	
Certificate of Deposit	4.47%	11/26/08	1,000,000.00	1,004,060.00	(4,060.00)	1,000,000.00	1,000,000.00	
FHLB Note	4.38%	10/3/08	1,000,000.00	1,003,130.00	(1,003,130.00)	-	-	
FHLB Note	5.75%	8/15/12	1,000,000.00	1,025,940.00	(4,380.00)	1,000,000.00	1,021,560.00	
FHLB Note	5.40%	8/20/12	1,000,000.00	1,025,940.00	(4,380.00)	1,000,000.00	1,021,560.00	
FHLB Note	5.10%	10/15/12	2,025,000.00	2,038,932.00	(12,028.50)	2,025,000.00	2,026,903.50	
FHLB Note	5.00%	10/29/12	2,000,000.00	2,013,120.00	(9,360.00)	2,000,000.00	2,003,760.00	
FHLB Note	5.00%	11/28/12	2,000,000.00	2,013,120.00	(7,500.00)	2,000,000.00	2,005,620.00	
FHLB Note	4.50%	8/4/10	-	-	-	-	-	
FHLB Note	4.90%	11/3/08	1,000,000.00	1,007,930.00	(6,500.00)	1,000,000.00	1,001,430.00	
FHLB Note	5.00%	7/22/13	-	-	2,013,812.00	2,000,000.00	2,013,812.00	
FHLB Note	4.30%	6/30/11	-	-	3,000,420.00	3,000,000.00	3,000,420.00	
FHLB Note	4.38%	7/28/11	-	-	3,002,952.00	3,000,000.00	3,002,952.00	
FHLB Note	4.50%	8/25/11	-	-	2,004,312.00	2,000,000.00	2,004,312.00	
FHLB Note	4.00%	6/3/11	-	-	2,001,920.00	2,000,000.00	2,001,920.00	
FHLB Note	4.05%	11/21/11	5,000,000.00	5,005,500.00	2,300.00	5,000,000.00	5,007,800.00	
FNMA Note	5.05%	2/7/11	1,000,000.00	1,039,380.00	(320.00)	1,000,000.00	1,039,380.00	
FNMA Note	5.00%	6/26/13	5,000,000.00	5,023,437.50	(5,023,437.50)	1,000,000.00	1,039,060.00	
TOTAL			\$359,657,859.78	\$359,798,753.99	(58,982,705.93)	\$300,711,498.56	\$300,816,048.06	

Allocation September 30, 2008

Book Value	% Equity in Treasury Pool	Book Value Fund Allocation
General Fund	14.27%	42,912,859.59
Debt Service Funds	1.79%	5,389,043.07
Capital Projects Funds	44.46%	133,677,552.23
Enterprise Funds	13.18%	39,624,796.47
Special Revenue Funds	7.74%	23,259,164.94
Internal Service Funds	12.71%	38,209,730.46
Fiduciary Funds	5.86%	17,626,416.05
Totals	100.00%	300,699,562.80

Market Value	% Equity in Treasury Pool	Market Value Fund Allocation
General Fund	14.27%	42,929,483.21
Debt Service Funds	1.79%	5,391,130.69
Capital Projects Funds	44.46%	133,729,336.35
Enterprise Funds	13.18%	39,640,146.36
Special Revenue Funds	7.74%	23,268,175.09
Internal Service Funds	12.71%	38,224,532.18
Fiduciary Funds	5.86%	17,633,244.18
Totals	100.00%	300,816,048.06

Allocations are based upon fund equity in the Treasury Pool at the end of the period.

Disclaimer

These reports were compiled using information provided by the City of Plano. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/17/2009		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Finance		Initials	Date
Department Head	Denise Tacke	Executive Director		
Dept Signature:		City Manager		
Agenda Coordinator (include phone #):		Katherine Crumbley X7479		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND INTERPHASE CORPORATION, A TEXAS CORPORATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	12,391,869		12,391,869
Amount Approved by Council	0	-553,900	-2,666,750	-3,220,650
This Item	0	-42,000		-42,000
BALANCE	0	-11,795,969	-2,666,750	9,129,219
FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND				
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's Goal of Diverse Business Center				
SUMMARY OF ITEM				
A resolution for a request from Interphase Corporation for an Economic Development Incentive to continue its business and commercial activities in the City, thereby retaining local sales tax revenues and increasing ad valorem tax values to the City. Interphase Corporation agrees to occupy not less than 22,220 square feet and agree to retain, transfer or create 42 full time jobs by 1/31/09.				
List of Supporting Documents:				
Economic Development Incentive Agreement				

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND INTERPHASE CORPORATION, A TEXAS CORPORATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Economic Development Incentive Agreement By and Between the City of Plano, Texas and Interphase Corporation, a Texas corporation, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or, in his absence, an Executive Director, 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 in his absence, an Executive Director, 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 _____ day of _____, 2009.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City"), and Interphase Corporation, a Texas Corporation, acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Interphase Corporation, (hereinafter referred to as the "Company") is a manufacturer of robust building blocks, highly integrated subsystems and innovative gateway appliances for the converged communications network industry, and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to continue to occupy its business and commercial activities in the City, thereby retaining local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, the Company agrees to occupy and/or lease not less than 22,220 square feet of office space located at 2901 N. Dallas Parkway, Suite 200, Plano, Texas 75093, (the "Property"), for the full term of this Agreement; to retain, transfer or create at least 42 Job Equivalents on the Property by January 31, 2009; and to maintain all 42 Job Equivalents on the Property for the remainder of the term of the Agreement; and

WHEREAS, the occupancy of the Property and the retention, creation or transfer of 42 Job Equivalents at the Property within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

**Article I
Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Commencement Date" shall mean the earlier of the date of occupancy of the Property by the Company or January 31, 2009, whichever occurs first.

"Effective Date" shall mean the last date on which all of the parties hereto have executed this Agreement.

"Event of Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in the City.

"Job Equivalent" shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours (inclusive of holidays, vacation and sick leave) annually.

**Article II
Term**

The term of this Agreement shall begin on the Commencement Date and continue until January 30, 2014, unless sooner terminated as provided herein.

**Article III
Obligations of Company**

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to the following:

- (a) Occupy not less than 22,220 square feet of office space on the Property on or before January 31, 2009;
- (b) Retain, create or transfer 42 Job Equivalents to the Property on or before January 31, 2009;
- (c) Maintain all 42 Job Equivalents for the remainder of the term of this Agreement; and

- (d) Use reasonable efforts to place Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano whenever practicable.

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a one-time cash grant of Forty-Two Thousand Dollars (\$42,000.00) as consideration for the Company meeting its obligations as set forth in Article III, Sections (a) through (d) above. The Company agrees to maintain the Job Equivalents throughout the term of this Agreement as provided in Section 4.03 below.

4.02 **Grant Payments.** The Company will receive a one-time cash grant payment of Forty-Two Thousand Dollars (\$42,000.00) within thirty (30) days after the Company verifies to the City on the Initial Certification attached hereto as Exhibit "A" that the Company has met its obligations as set forth in Article III (a) and (b) above.

4.03 **Refunds.**

(a) In the event the Company allows, for any 180 consecutive day period during the term of this Agreement not the result of an Event of Force Majeure, the total number of Job Equivalents at the Property to fall below 42, the Company shall refund to the City an amount equal to One Thousand Dollars (\$1,000.00) for each lost Job Equivalent. For the purposes of determining whether the City is due a refund under this section, the Company's Chief Financial Officer shall certify to the City by January 31, 2010 and by January 31 of each year thereafter until January 31, 2014 the actual number of Job Equivalents at the Property for the preceding calendar year using the Certificate Form attached as Exhibit "B". All refunds under this Agreement shall be due within 30 days of written demand for payment. Notwithstanding the foregoing, the Company shall never be required to refund to the City, in the aggregate, any amount in excess of the total grant amount set forth in Section 4.01.

(b) In the event the Company, at any time during the term of this Agreement, is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the violation.

Article V Termination

5.01 This Agreement terminates upon any one or more of the following:

- (a) By mutual written agreement of the parties;

(b) Upon expiration of the term of this Agreement;

(c) By either party upon written notice to the other, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided that such 30 day period shall be extended if the default is of a nature that cannot reasonably be cured within such 30 day period and further provided that the remedy is being diligently pursued); and

(d) By either party upon written notice to the other if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

5.02 **Effect of Termination.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise provided herein. All rights and obligations set forth above in this Section 5.02 shall survive the termination of this Agreement.

Article VI Miscellaneous

6.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

6.02 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

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

6.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:
City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

With a copy to:
City of Plano, Texas
Attention: Diane Wetherbee
City Attorney
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

If intended for the Company:
Interphase Corporation
Attention: Deborah Shute
2901 N. Dallas Parkway, Suite 200
Plano, TX 75093
With cc to: General Counsel

6.05 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.06 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

6.07 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

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

6.09 **Recitals.** The recitals to this Agreement are incorporated herein.

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

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

6.12 **Dispute Resolution.** Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The parties shall share equally in the costs related to the retention of the mediator, but each side shall otherwise bear its own attorneys fees and expenses. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

EXECUTED on this _____ day of _____, 2009.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

Diane Zucco, CITY SECRETARY

By: _____
Thomas H. Muehlenbeck
CITY MANANGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

INTERPHASE CORPORATION, a Texas
Corporation

By: _____
Name: Thomas N. Tipton, Jr.
Title: Chief Financial Officer

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

I hereby certify that INTERPHASE CORPORATION, has occupied not less than 22,220 square feet of office space on the Property, has hired/transferred/retained 42 Job Equivalents to the Property, and is in compliance with subsections (a) and (b) of Article III of the Agreement to Resolution No. _____(R) as of _____, and is entitled to receive payment under the terms of that Agreement.

ATTEST:

INTERPHASE CORPORATION, a Texas Corporation

By:

Name: Thomas N. Tipton, Jr.
CHIEF FINANCIAL OFFICER

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

I hereby certify that INTERPHASE CORPORATION, is in compliance with each applicable term as set forth in Article III of the Agreement to Resolution No. _____ (R) as of _____. The term of the Agreement is January 31, 2009 through January 30, 2014. "The number of new, transferred or retained Job Equivalents, calculated as set forth in the Agreement, and maintained pursuant to the Agreement since its inception has not fallen below _____ for more than 180 consecutive days and is _____ as of the date of this Certificate of Compliance." If the number herein reported is below the number required to be maintained pursuant the Agreement, I certify that the City of Plano has been refunded the appropriate amount as required by Section 4.03 of the Agreement. This form is due on January 31 of each year this Agreement is in force.

ATTEST:

INTERPHASE CORPORATION, a Texas Corporation

By: _____

Name:
CHIEF FINANCIAL OFFICER

Date

NOTE:

This Certificate of Compliance should be mailed to:

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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/17/2009		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Finance		Initials	Date	
Department Head	Denise Tacke <i>[Signature]</i>		Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>[Signature]</i>	
Agenda Coordinator (include phone #):		Katherine Crumbley X7479 <i>[Signature]</i>			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND ROBOT ENTERTAINMENT, INC., A DELAWARE CORPORATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	12,391,869		12,391,869	
Amount Approved by Council	0	-553,900	-2,666,750	-3,220,650	
This Item	0	-50,000		-50,000	
BALANCE	0	-11,787,969	-2,666,750	9,121,219	
FUND(s): ECONOMIC DEVELOPMENT INCENTIVE FUND					
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's Goal of Diverse Business Center					
SUMMARY OF ITEM					
A resolution for a request from Robot Entertainment, Inc. for an Economic Development Incentive to relocate its business and commercial activities to the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. Robot Entertainment agrees to occupy not less than 14,500 square feet. They agree to retain, transfer or create 45 full time jobs by 3/31/09 and increase that number to 50 by 12/31/10.					
List of Supporting Documents:					
Economic Development Incentive Agreement					

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND ROBOT ENTERTAINMENT, INC., A DELAWARE CORPORATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Economic Development Incentive Agreement By and Between the City of Plano, Texas and Robot Entertainment, Inc., a Delaware corporation, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or, in his absence, an Executive Director, 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 in his absence, an Executive Director, 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 ____ day of _____, 2009.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City"), and Robot Entertainment, Inc., a Delaware Corporation, acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Robot Entertainment, Inc., (hereinafter referred to as the "Company") is an entertainment software developer; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate its business and commercial activities to the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, the Company agrees to occupy not less than 14,500 square feet of office space located at 5055 Park Boulevard, Suite 600, Plano, Texas 75093, (the "Property") for the full term of this Agreement and to retain, transfer or create 45 Job Equivalents on the Property by March 31, 2009 and to retain, transfer or create an additional 5 Job Equivalents on the Property by December 31, 2010 and maintain those positions for the full term of this Agreement; and

WHEREAS, the retention, creation or transfer of 50 Job Equivalents on the Property within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

**Article I
Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Commencement Date" shall mean the earlier of the date of occupancy of the Property by the Company or March 31, 2009, whichever occurs first.

"Effective Date" shall mean the last date on which all of the parties hereto have executed this Agreement.

"Event of Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in the City.

"Job Equivalent" shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours (inclusive of holidays, vacation and sick leave) annually.

**Article II
Term**

The term of this Agreement shall begin on the Commencement Date and continue until March 28, 2015 unless sooner terminated as provided herein.

**Article III
Obligations of Company**

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to the following:

- (a) Occupy not less than 14,500 square feet of office space on the Property on or before March 31, 2009;
- (b) Retain, create or transfer 45 Job Equivalents to the Property on or before March 31, 2009 and retain, create or transfer and additional 5 Job Equivalents to the Property on or before December 31, 2010;
- (c) Maintain all 50 Job Equivalents for the full term of this Agreement; and

- (d) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

Article IV
Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a one-time cash grant of up to Fifty Thousand Dollars (\$50,000.00) for the occupancy of not less than 14,500 square feet of office space on the Property and the retention, transfer or creation of up to 50 Job Equivalent positions on the Property by December 31, 2010. For the Job Equivalents for which the Company receives a grant, the Company agrees to maintain those Job Equivalents throughout the term of this Agreement as provided in Section 4.03 below.

4.02 **Grant Payments.** Except as otherwise indicated, payment by the City under this Agreement shall be made as follows: (1) within thirty (30) days after the Company verifies to the City on the Initial Certification attached hereto as Exhibit "A" that the Company has occupied 14,500 square feet of office space on the Property and has retained, created or transferred 45 Job Equivalents to the Property by March 31, 2009, the Company shall receive a grant payment of Forty-Five Thousand Dollars (\$45,000.00); and (2) within thirty (30) days after the Company verifies to the City that the Company has retained, created or transferred an additional 5 Job Equivalents on the Property by December 31, 2010, the Company shall receive a grant payment of Five Thousand Dollars (\$5,000.00).

4.03 **Refunds.**

(a) In the event the Company allows Job Equivalents at the Property to fall below the number of Job Equivalents for which it has received a grant payment for 180 consecutive days during the term of this Agreement, not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to One Thousand Dollars (\$1,000.00) for each lost Job Equivalent. For the purposes of determining whether the City is due a refund under this section, the Company's Chief Financial Officer shall certify to the City by January 31, 2010 and by January 31 of each year thereafter during the term of this agreement the actual number of Job Equivalents at the Property for the preceding calendar year using the Certificate Form attached as Exhibit "B". All refunds under this Agreement shall be due within 30 days of written demand for payment. Notwithstanding the foregoing, the Company shall never be required to refund to the City, in the aggregate, any amount in excess of the total grant amount set forth in Section 4.01.

(b) In the event the Company, at any time during the term of this Agreement, is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 31.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the conviction.

Article V Termination

5.01 This Agreement terminates upon any one or more of the following:

- (a) By mutual written agreement of the parties;
- (b) Upon expiration of the term of this Agreement;
- (c) By either party upon written notice to the other, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided that such 30 day period shall be extended if the default is of a nature that cannot reasonably be cured within such 30 day period and further provided that the remedy is being diligently pursued); and
- (d) By either party upon written notice to the other if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

5.02 **Effect of Termination.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise provided herein. All rights and obligations set forth above in this Section 5.02 shall survive the termination of this Agreement.

Article VI Miscellaneous

6.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

6.02 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

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

6.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified

mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:
City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

With a copy to:
City of Plano, Texas
Attention: Diane Wetherbee
City Attorney
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

If intended for the Company:
Robot Entertainment, Inc.,
Attention: Patrick Hudson
Vice President of Operations
5055 Park Blvd, Suite 600
Plano, Texas 75093
With cc to: General Counsel

6.05 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.06 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

6.07 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

6.08 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal,

invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.09 **Recitals.** The recitals to this Agreement are incorporated herein.

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

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

6.12 **Dispute Resolution.** Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

EXECUTED on this _____ day of _____, 2009.

ATTEST:

CITY OF PLANO, TEXAS, a home rule
municipal corporation

Diane Zucco, CITY SECRETARY

By:

Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

ROBOT ENTERTAINMENT, INC., a
Delaware Corporation

By: _____
Name:
Title:

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

I hereby certify that ROBOT ENTERTAINMENT, INC. has occupied not less than 14, 500 square feet of office space on the Property, and has retained, transferred or added ____ Job Equivalent positions to the Property. ROBOT ENTERTAINMENT, INC., is in compliance with subsections (a) and (b) of Article III of the Agreement to Resolution No. _____(R) as of _____, and is entitled to receive payment under the terms of that Agreement.

ATTEST:

ROBOT ENTERTAINMENT, INC., a
Delaware Corporation

By: _____
Name:
Title:

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

I hereby certify that ROBOT ENTERTAINMENT, INC., is in compliance with each applicable term as set forth in Article III of the Agreement to Resolution No. _____(R) as of _____. The term of the Agreement is March 31, 2009 through March 28, 2015. "The number of new, transferred or retained Job Equivalents, calculated as set forth in the Agreement, and maintained pursuant to the Agreement since its inception has not fallen below _____ for more than 180 consecutive days and is _____ as of the date of this Certificate of Compliance." If the number herein reported is below the number required to be maintained pursuant the Agreement, I certify that the City of Plano has been refunded the appropriate amount as required by Section 4.03 of the Agreement. This form is due on January 31 of each year this Agreement is in force.

ATTEST:

ROBOT ENTERTAINMENT, INC., a
Delaware Corporation

By:

Name:
Title:

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

DATE: January 21, 2009
TO: Applicants with Items before the Planning & Zoning Commission
FROM: James Duggan, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of January 20, 2009

**AGENDA ITEM NO. 6 - PUBLIC HEARING
COMPREHENSIVE PLAN AMENDMENT
APPLICANT: CITY OF PLANO**

Request to amend the Comprehensive Plan to include a policy statement with guidelines for reviewing zoning requests for mixed-use projects.

APPROVED: 8-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Approved.

KP/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

January 20, 2009

Agenda Item No. 6

Public Hearing: Comprehensive Plan Amendment

Applicant: City of Plano

DISCUSSION:

Request to amend the Comprehensive Plan to include a policy statement with guidelines for reviewing zoning requests for mixed-use projects.

BACKGROUND:

In recent years, mixed-use projects have gained popularity, and developers are interested in locating these projects in Plano. In response to this development trend, the Planning & Zoning Commission has worked with staff to develop a mixed-use policy statement. This policy statement will be formally adopted as part of the Comprehensive Plan and will help establish (in greater detail than can be provided in the main chapters of the Comprehensive Plan) how the City of Plano defines mixed-use development, critical elements of a mixed-use project, and where these developments may be appropriate in the city.

The mixed-use policy statement is intended to assist the Planning & Zoning Commission and City Council when considering future zoning requests for mixed-use development. This policy statement provides guidelines for mixed-use projects as well as a discussion of, and considerations for, potential locations. It builds from work done by the Transition and Revitalization Commission in the "Urban Centers Study" as well as existing elements of the Comprehensive Plan, including the Land Use Element, the Economic Development Element, and the "Infill Housing" and "Rezoning Property to Meet Demand" Policy Statements.

In the process of developing this element, the Planning & Zoning Commission held several work sessions, attended a field trip to view mixed-use projects, and participated in a joint retreat with the City Council to explore mixed-use projects. Staff used the information received during these discussions to draft the attached policy statement.

RECOMMENDATION:

Recommended for approval as submitted.

Mixed-use Policy Statement Policy Statement 5.0

Description

The intent of this policy statement is to define mixed-use development and its role in Plano. This includes both how this development form can be used to create large scale projects like urban centers and smaller scale mixed-use projects. The policy statement defines what is meant by the term “mixed-use” and describes the characteristics of appropriate locations. It also expounds upon the expected benefits of mixed-use projects and describes the key components necessary for creating those benefits. This information is intended to provide guidance to developers and decisions makers considering mixed-use projects.

This policy statement also addresses the following objectives and strategies already in the Comprehensive Plan:

Objective B.3 Ensure land use compatibility by grouping complementary land use activities, especially those that are mutually supportive, and continuing to implement policies that minimize the impact of potentially incompatible activities.

Strategy C.2 Consider the use of creative and alternative suburban land use concepts, including mixed-use development in appropriate infill and redevelopment areas of the City. Review requests to rezone properties for mixed-use development in accordance with the following:

- Finding that the conversion of nonresidential property for residential or another nonresidential use would not adversely impact the planned land use pattern for the surrounding area.
- A plan that provides for the integration of vehicular and pedestrian circulation systems, parking, building location, and architectural design into a cohesive development.

Strategy C.5 Work with developers to ensure that infill and redevelopment occur in appropriate locations. In particular, the location and design of urban centers should be consistent with the guidelines established by the Urban Centers Study.

Strategy A.3 Continue to facilitate the development of Transit Oriented Developments (TODS) such as those recommended in the Urban Centers Study.

Objective A.3 Provide Plano residents with a variety of transportation options.

Housing Density Policy Statement 3.0 which provides guidance regarding the density of housing in Plano.

Background

Although not specifically called mixed-use, a mix of uses - work, home, and commerce - has been commonplace in communities throughout the United States and Europe. Prior to World War II, towns were, out of necessity, designed on a pedestrian scale. In many ways, the combination of uses all within walking distance of each other provided natural synergies that enhanced daily life. In fact, it wasn't until the "modern" zoning code, also referred to as Euclidian zoning, came into common use that land uses were so strictly separated. In doing so, many of the great synergies that come from mixing uses were lost. Mixed-use development can contribute to a variety of objectives, including housing provision, revitalized town centers and more sustainable urban environments. The benefits of mixed-use include:

- **Creating a local sense of place.** Although difficult to quantify, mixed-use areas can create a vibrant sense of place and community. This can be not just on a city-wide scale, but it can also be a tool that helps to differentiate neighborhoods. And, as mentioned above, by supporting pedestrian movement, these areas provide increased opportunities for neighbors to meet and interact. They also provide a wider variety in the types of environments to be found in the city, adding interest and diversity.
- **Creating areas that are active throughout the day.** A mix of uses eliminates the problems of residential areas that are largely unpopulated during the day, and commercial areas that are desolate after business hours. Mixed-use areas have populations and activities that take place throughout the day, making them more vibrant and safe.
- **Increasing housing options for diverse household types.** Mixed-use areas often have higher density housing types, such as apartments and townhouses, close to amenities and add to the variety of housing options available within the city which is especially important to meet the needs of an increasingly diverse population.
- **Reducing auto dependence.** Mixed-use areas provide a variety of services and activities within a walkable distance of housing, allowing residents to conduct more of their daily activities without depending on automobiles. Reduced auto dependence especially provides greater independence for seniors and children who can often be marginalized simply because they cannot drive.
- **Increasing travel options.** Mixed-use areas, if well designed, can comfortably support pedestrian, bicycle, transit, and automobile traffic.

Analysis

As Plano begins to incorporate mixed-use into what historically has been a suburban land use pattern, it is important to define how and where this type of development fits within the city. Successful mixed-use projects can be created on many scales and in many locations - in an individual building, a series of buildings grouped together, or as a predominant characteristic across an urban area (urban center). Whatever the scale, there must be a readily identifiable mix of functions which jointly activate the urban form. The effect must be more than just an aesthetic one.

Policy Statements

The following guidelines are intended to assist with the evaluation of proposals for mixed-use projects. These guidelines cannot address all of the issues relating to a particular site and therefore are not the sole determinants of zoning decisions. However, they do provide a framework for evaluating mixed-use proposals. Also, within the City, there are a variety of environments where mixed-use projects can be successful from a neighborhood from a corner store serving a neighborhood to a large urban center. This checklist addresses characteristics that generally are achievable in both small - and large-scale mixed-use projects and some specific considerations based on location. It may be possible to fulfill the intent of this policy statement without meeting every guideline.

Mixed-use Guidelines Checklist

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Mixed-use projects can work in a variety of settings throughout the city. However, careful consideration must be given to the character of the area and surrounding land uses. The following areas of Plano (as described in the Land Use Element and corresponding Land Use Map) are the most likely locations for mixed-use development. Considerations specific to these areas are noted below, followed by more general city-wide guidelines.

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Urban Centers

These are large districts (50 or more acres) of mixed-use development provided at urban densities. They serve both a local and regional population and may include a wide-range of uses from office and commercial to residential. These areas generally have strong internal circulation (transportation networks) and contain a variety of mutually supportive uses (such as restaurants, residential and office). Because these areas are large enough to form a distinct district, they can generally support higher density and higher intensity uses.

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Designated on the Land Use Map as Major Corridor Development and Freeway Commercial these areas are located along major highways. Uses in these areas can vary but will tend to be more auto-dependant than either neighborhood centers or urban centers. The character of these districts is focused on allowing office, commercial, and residential uses to be combined in a single development.

Location and Context

General Guidelines:

- If they were to be considered alone, outside of a mixed-use setting, would each use (residential, office, retail etc.) be appropriate in this location? (Also, see residential development guidelines below.)
- Is the development a natural fit with the larger surrounding area? Is the project designed in such a way that it is well-integrated with adjacent land uses?
- Does the project connect to surrounding developments?
- How does the project relate to/impact surrounding development?
- Is the juxtaposition of uses complementary? For example, are lower density residential areas buffered from more intensive uses?
- Are transitions in building heights (step backs) provided, especially when adjacent to residential development?

Note: In many locations, mixed-use development will be a departure from the existing development form. It is advised that early in the project development, proposals are discussed with neighborhood groups and other stakeholders. Where appropriate, the Planning Department can facilitate these efforts.

Multiple uses/integration of uses - *Land uses are mixed on-site or are mixed in combination with adjacent uses (existing or planned). The combining of land uses promotes easy access among services, stores and other amenities especially by pedestrians.*

General Guidelines:

- Is there a variety of uses? Are the uses complementary/synergistic? For example, do the non-residential activities in the development enhance the livability of the residential parts?
- Are the uses in a fine grain either vertically and/or horizontally so that the complement of buildings and uses is well integrated?
- Are buildings tightly connected or grouped?
- If the development is phased, is the first phase sufficient to stand on its own as a mixed-use development?

- Are residential uses integrated within the development and not isolated, so that the range of amenities such as shops, restaurants and public spaces are available and easily accessible to residents?

Density - *Mixed-use development generally requires increased density, which allows for more compact development. Higher densities increase land-use efficiency and housing variety while reducing energy consumption and transportation costs. The mixed-use buildings that result can help strengthen or establish neighborhood character and encourage walking and bicycling.*

General Guidelines:

- Is the site developed at an urban density rather than suburban?
- Are the majority of buildings two to three stories or higher?
- Do the second story and higher floors contain useable space, instead of being included just for aesthetic effect?
- Does the site layout create clusters of buildings to promote a variety of transportation options (pedestrian, bike, automobile, mass transit etc)?
- Is the majority of the land area within each block used for buildings and not for surface parking, open space or landscaping?

Pedestrian Orientation - *All portions of the development are accessible by a direct, convenient, attractive, safe, and comfortable system of pedestrian facilities, and the development provides appropriate pedestrian amenities. The design of buildings supports a safe and attractive pedestrian environment.*

General Guidelines:

- Is the development sufficiently compact? Can people comfortably walk between major uses without being tempted to move their car?
- Do the physical arrangement and design of the buildings support the pedestrian environment?
- Are there pedestrian walkways through sites, connecting entrances, buildings, and the public sidewalk? Do they form a comprehensive network?
- Are the street crossings, drives, and parking areas clearly marked?
- Are the sidewalks wide enough to accommodate pedestrians as well as street life (for example a sidewalk café)?
- Is landscaping or other buffering provided between parking lots and adjacent sidewalks or streets?
- Are the buildings close to the street? Do the buildings help define the street edge?
- Do the sidewalks include street furnishings such as street trees, space for outdoor seating, bus waiting areas, trash cans, newspaper vending machines, mail boxes, sidewalk displays, etc.?

Connectivity - *An interconnected street system provides linkages to local shopping, services, housing, and amenities, as well as linkages between adjacent developments. Streets that are disconnected isolate land uses and force all trips, whether by car, foot or bicycle, onto the arterial street system without regard for their ultimate destination.*

General Guidelines:

- Is there a grid of streets with relatively short blocks and lots of intersections?*
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Parking - *Surface parking lots often cover more ground than the buildings they are intended to serve, particularly in suburban centers and commercial corridors. This unfortunate reality is often a barrier to building compact, pedestrian friendly places.*

General Guidelines:

- Is parking designed in an urban form? Is more than 50% of the parking in garages with the remaining surface parking located behind buildings and/or on land scheduled for future development as structured parking or for future buildings?*
- Is on-street parking available on the majority of internal streets?*
- Are the parking and vehicle drives located away from building entrances, and not between a building entrance and the street?*
- Is surface parking, where proposed, located behind or to the side of a building when possible? Are good pedestrian connections provided?*
- Are street trees or landscaping provided between surface parking lots and the adjacent sidewalks?*
- Does the project appear to take advantage of opportunities for shared parking? ("Shared parking" means that multiple uses share one or more parking facilities).*

Public Spaces - *Public social contact shapes our personal identity, fosters learning and influences our social behavior. Creating public spaces where people have the opportunity to formally organize, such as for a public outdoor market or festival, or informally gather, such as to pursue leisure or social activity, are both necessary and desirable. For example, social greetings, conversations and passive contacts, where people simply see and hear other people, are those social activities that shape our personal identity. This type of activity is dependent on the presence of people in the same physical environment, whether it is a sidewalk or a public plaza. For this to be a positive experience, public spaces need to be safe, attractive, and comfortable. With growth and new development, public spaces must be protected and new spaces created to support the social and cultural fabric of our communities.*

General Guidelines:

- Does the arrangement of buildings, streets, and open space create public spaces?
- Does the development contain “place making” qualities that distinguish it from traditional development?
- Does the project provide public space that will realistically be used? For example, the “function” of a public space may include transportation, in the case of the sidewalk; or recreation and socialization, in the case of a plaza or park.
- Does the site design enhance and support the public space?
- Do the public spaces provide social and leisure activities similar to those provided by parks, schools and libraries in a traditional, suburban Plano neighborhood?

Human Scale - *Although the world is large, we perceive it piece by piece. In urban design, details count. Things look different close up walking at 2 mph than they do from behind a windshield at 30 mph. Everything seen and experienced from the sidewalk - building fronts, signs, lighting, open space should be designed for human interaction at a pedestrian's perspective.*

Note: While much of this information is not typically required for a zoning petition to be filed, these items are especially important to the success of mixed-use projects, and additional information and details should be provided for the evaluation of mixed-use projects.

General Guidelines:

- Do the buildings contain windows and doors on all or most sides?*
- Does the design of the street space include trees, light standards, benches and other amenities to give the development a human scale?*
- Are the building façades designed to a human-scale, for aesthetic appeal, pedestrian comfort, and compatibility with the design character of the district or neighborhood?*
- Does the design reflect the context of its surroundings or create its own distinct look and identity? This does not mean that it needs to copy or mirror the architectural style of the surrounding buildings (unless that is critical to the historic character of an area).*

Elements to look at:

- *Existing architectural character of the neighborhood/district*
- *Continuity of the building sizes*
- *How the street-level and upper-level architectural detailing is treated*
- *Roof forms*
- *Rhythm of windows and doors*
- *General relationship of buildings to public spaces such as streets, plazas, other open space, and public parking*
- *Signage*

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE PLAN ORIGINALLY ADOPTED BY RESOLUTION NO. 86-11-22(R) TO INCLUDE A MIXED-USE POLICY STATEMENT WITH GUIDELINES FOR REVIEWING ZONING REQUESTS FOR MIXED-USE PROJECTS; PROVIDING PROCEDURES APPROVING THE UTILIZATION OF SAID POLICY STATEMENT BY THE APPROPRIATE PERSONNEL AND DEPARTMENTS OF THE CITY OF PLANO FOR THE PURPOSE OF GUIDING FUTURE DEVELOPMENT WITHIN THE CITY OF PLANO, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Plano provides for regular monitoring and updating as needed; and

WHEREAS, increased interest in mixed-use development supports the need for a mixed-use policy statement to provide guidance for this development type;

WHEREAS, the Planning & Zoning Commission has reviewed the Mixed-use Policy Statement to the Comprehensive Plan during the course of several work sessions;

WHEREAS, the Commission made certain modifications and approved the text during a public hearing held on January 20, 2009; and

WHEREAS, the City Council has provided an opportunity for public review and input on the proposed update to the Comprehensive Plan, and after receipt of the same wishes to approve the amendment to the Comprehensive Plan as a tool to provide guidance in mixed-use development; and

WHEREAS, the City Council held a public hearing on February 17, 2009, open to all persons wishing to comment on the proposed update; and

WHEREAS, the City Council, having been presented the proposed policy statement, upon full review and consideration thereof, and all matters attendant and related thereto, is of the opinion that the Mixed-use Policy Statement of the Comprehensive Plan should be approved, adopted and utilized by the City of Plano;

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

Section I. The Mixed-use Policy Statement, a copy of which is attached hereto as Exhibit "A", and incorporated herein by reference, 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 approved and adopted.

Section II. The Comprehensive Plan provides a general framework of objectives and strategies for the long range development of the City. It provides a basis for establishing requirements for the development and redevelopment of public and private property, including land uses, streets, and public facilities.

Section III. Development regulations and their application should be generally consistent with the Comprehensive Plan as they relate to overall city standards and specific area or project requirements. In determining whether or not a regulation or its application is consistent with the Comprehensive Plan, the City Council, the Planning & Zoning Commission, or other City body should consider:

1. The Comprehensive Plan in its entirety;
2. Immediate or near-term constraints affecting the timing or phasing of development or redevelopment of a property in accordance with the plan;
3. The existing and planned capacities of public infrastructure and facilities serving a given site or location; and
4. Unanticipated changes in conditions or new information occurring since the last update of the plan or one of its elements.

Section IV. This Comprehensive Plan does not constitute zoning regulations nor does it establish zoning district boundaries. In addition, adoption of the plan as attached does not require the City to rezone property or amend development standards.

Section V. The Comprehensive Plan does not obligate the City to expend funds on any of the recommendations for possible activities, projects or studies.

Section VI. The City Council may amend the Comprehensive Plan following a public hearing held before the City Council and receipt of a report and recommendation of the Planning & Zoning Commission pertaining to the amendment. The Planning & Zoning Commission shall conduct a public hearing before making its report and recommendation to the City Council. Notice of a public hearing pertaining to consideration of an amendment to the Comprehensive Plan shall be given in a newspaper of general circulation not less than ten days prior to the hearing.

Section VII. City staff is permitted to add to or modify the literary and exhibit contents of the Mixed-use Policy Statement with such materials as graphs, tables, indexes, maps, background materials, additional policy statements, etc., so long as they are consistent with the policies and recommendations of the Comprehensive Plan, without the need for further City Council approval.

Section VIII. This ordinance shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED THIS 17TH DAY OF FEBRUARY, 2009.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee

Diane C. Wetherbee, CITY ATTORNEY

**Mixed-use Policy Statement
Policy Statement 5.0****Description**

The intent of this policy statement is to define mixed-use development and its role in Plano. This includes both how this development form can be used to create large scale projects like urban centers and smaller scale mixed-use projects. The policy statement defines what is meant by the term "mixed-use" and describes the characteristics of appropriate locations. It also expounds upon the expected benefits of mixed-use projects and describes the key components necessary for creating those benefits. This information is intended to provide guidance to developers and decisions makers considering mixed-use projects.

This policy statement also addresses the following objectives and strategies already in the Comprehensive Plan:

Objective B.3 Ensure land use compatibility by grouping complementary land use activities, especially those that are mutually supportive, and continuing to implement policies that minimize the impact of potentially incompatible activities.

Strategy C.2 Consider the use of creative and alternative suburban land use concepts, including mixed-use development in appropriate infill and redevelopment areas of the City. Review requests to rezone properties for mixed-use development in accordance with the following:

- Finding that the conversion of nonresidential property for residential or another nonresidential use would not adversely impact the planned land use pattern for the surrounding area.
- A plan that provides for the integration of vehicular and pedestrian circulation systems, parking, building location, and architectural design into a cohesive development.

Strategy C.5 Work with developers to ensure that infill and redevelopment occur in appropriate locations. In particular, the location and design of urban centers should be consistent with the guidelines established by the Urban Centers Study.

Strategy A.3 Continue to facilitate the development of Transit Oriented Developments (TODS) such as those recommended in the Urban Centers Study.

Objective A.3 Provide Plano residents with a variety of transportation options.

Housing Density Policy Statement 3.0 which provides guidance regarding the density of housing in Plano.

Background

Although not specifically called mixed-use, a mix of uses - work, home, and commerce - has been commonplace in communities throughout the United States and Europe. Prior to World War II, towns were, out of necessity, designed on a pedestrian scale. In many ways, the combination of uses all within walking distance of each other provided natural synergies that enhanced daily life. In fact, it wasn't until the "modern" zoning code, also referred to as Euclidian zoning, came into common use that land uses were so strictly separated. In doing so, many of the great synergies that come from mixing uses were lost. Mixed-use development can contribute to a variety of objectives, including housing provision, revitalized town centers and more sustainable urban environments. The benefits of mixed-use include:

- **Creating a local sense of place.** Although difficult to quantify, mixed-use areas can create a vibrant sense of place and community. This can be not just on a city-wide scale, but it can also be a tool that helps to differentiate neighborhoods. And, as mentioned above, by supporting pedestrian movement, these areas provide increased opportunities for neighbors to meet and interact. They also provide a wider variety in the types of environments to be found in the city, adding interest and diversity.
- **Creating areas that are active throughout the day.** A mix of uses eliminates the problems of residential areas that are largely unpopulated during the day, and commercial areas that are desolate after business hours. Mixed-use areas have populations and activities that take place throughout the day, making them more vibrant and safe.
- **Increasing housing options for diverse household types.** Mixed-use areas often have higher density housing types, such as apartments and townhouses, close to amenities and add to the variety of housing options available within the city which is especially important to meet the needs of an increasingly diverse population.
- **Reducing auto dependence.** Mixed-use areas provide a variety of services and activities within a walkable distance of housing, allowing residents to conduct more of their daily activities without depending on automobiles. Reduced auto dependence especially provides greater independence for seniors and children who can often be marginalized simply because they cannot drive.
- **Increasing travel options.** Mixed-use areas, if well designed, can comfortably support pedestrian, bicycle, transit, and automobile traffic.

Analysis

As Plano begins to incorporate mixed-use into what historically has been a suburban land use pattern, it is important to define how and where this type of development fits within the city. Successful mixed-use projects can be created on many scales and in many locations - in an individual building, a series of buildings grouped together, or as a predominant characteristic across an urban area (urban center). Whatever the scale, there must be a readily identifiable mix of functions which jointly activate the urban form. The effect must be more than just an aesthetic one.

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