

## PLANO CITY COUNCIL

**WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON MAY 11, 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   | Wetherbee   | 5 min.  |
|      | A. Stephen F. Teiper v. City of Plano  |             |         |
| III. | Personnel  | Council     | 5 min.  |
|      | A. Appointments to Boards and Commissions<br>Heritage Commission   |             |         |
| IV.  | Economic Development   | Muehlenbeck | 10 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:<br>Personnel<br>A. Appointments to Boards and Commissions<br>Heritage Commission | Council | 5 min. |
| II.  | Personnel<br>Appointments to Boards and Commissions<br>Animal Shelter Advisory Committee<br>Cultural Affairs Commission                                | Council | 5 min. |
| III. | Council items for discussion/action on future agendas  | Council | 5 min. |
| IV.  | 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: May 11, 2009

CALL TO ORDER: 7:00 p.m.

INVOCATION: Reverend Shannon Grubbs  
First Christian Church Plano

PLEDGE OF ALLEGIANCE: Jr. Girl Scout Troop 68

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><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>Presentation: 2009 Paul L. Standberry Scholarship Award</p> <p>Proclamation: Public Service Recognition Week - 2009</p> <p>Special Recognition: 2009 Employee of the Year – Joan Shopoff</p> <p>Special Recognition of Mayor Pat Evans by the Arts of Collin County Commission, Inc.</p> <p><b><u>OATHS OF OFFICE</u></b></p> <p><u>Civil Service Commission</u> David M. O’Dens</p> <p><b><u>CERTIFICATES OF APPRECIATION</u></b></p> <p><u>Cultural Affairs Commission</u> A. Basit Siddiqui</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>CONSENT AGENDA</u></b></p> <p><b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p> <p><b><u>Approval of Minutes</u></b></p> <p>(a) April 27, 2009</p> <p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p> <p>(b) <b>Bid No. 2009-91-B</b> for Legacy Greenbelt Extension to Irricon Construction in the total amount of \$746,265. This amount includes the base bid of \$647,765 and Alternates 1 and 2. This project includes new trail construction from Ohio Drive to Preston Road with undercrossings of Preston Road, Hedgecoxe Road and Ohio Drive; pedestrian bridge; gabion baskets and a large retaining wall adjacent to the trail will also be constructed. The alternate bid items are for a stone face treatment to the gabion baskets and stone facing on the concrete retaining wall.</p> <p>(c) <b>Bid No. 2009-86-C</b> for Auto &amp; Truck Non-OEM Parts to O'Reilly Auto Parts in the estimated annual amount of \$100,000. This will establish an annual contract with a fixed price percentage discount off list price, with three optional one-year renewals.</p> <p>(d) <b>Bid No. 2009-101-B</b> for 2008-09 Arterial Concrete Pavement Rehab, Legacy Drive and Preston Meadow Drive, Project No. 5974 to Advanced Paving Acquisitions LTD, DBA as Advanced Paving Company in the amount of \$373,467. This project involves the replacement of arterial street pavement, curb and gutter, sidewalk repair and barrier free ramp construction on Legacy Drive between Independence Parkway and Coit Road and on Preston Meadow Drive between Parker Road and Quincy Drive.</p> <p><b>Purchase from an Existing Contract</b></p> <p>(e) To approve the purchase of Gasoline Fuel in the estimated annual amount of \$500,000 from Martin Eagle Oil Company through an existing contract/agreement with City of Fort Worth contract; and the City Manager is hereby authorized to execute all necessary documents (Bid No. 08-0259). The contract term is 12/17/08 to 12/16/09 for a term of one year with options to renew for four additional one-year periods for the purchase of gasoline fuel.</p> <p>(f) To approve the purchase of Diesel Fuel in the estimated annual amount of \$500,000 from Martin Eagle Oil Company through an existing contract/agreement with City of Fort Worth contract, and the City Manager is hereby authorized to execute all necessary documents (Bid No. 08-0008). The contract term is 3/9/09 to 3/8/10 for a term on one year with options to renew for three additional one-year periods for the purchase of diesel fuel.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(g)	<p>To authorize the purchase and installation of System Asset Management System Software in the amount of \$119,606 from Cima Solutions Group, LTD, through a Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-841).</p> <p><b>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</b></p>	
(h)	<p>To approve a Professional Services Contract by and between the City of Plano and James Duncan and Associates, Inc. (d/b/a Duncan Associates), in the amount of \$75,000 for updating and reformatting the text, page layout, illustrations and graphics and preparing updated use tables and definitions for the City's Zoning and Development Regulations, and authorizing the City Manager to execute all necessary documents.</p> <p><b><u>Adoption of Resolutions</u></b></p>	
(i)	<p>To approve the terms and conditions of an amendment to a Police/School Liaison Interlocal Agreement by and between the Plano Independent School District and the City of Plano; authorizing its execution by the City Manager; and providing an effective date.</p>	
(j)	<p>To approve the terms and conditions of an amendment to a Police/School Liaison Interlocal Agreement by and between the Frisco Independent School District and the City of Plano; authorizing its execution by the City Manager; and providing an effective date.</p>	
(k)	<p>To approve the Investment Portfolio Summary for the quarter ending March 31, 2009; and providing an effective date.</p>	
(l)	<p>To approve an amendment to the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Invensys Systems, Inc., a Massachusetts corporation; authorizing its execution by the City Manager; and providing an effective date.</p>	
(m)	<p>To approve the terms and conditions of a second amendment to the Development Agreement between the City of Plano, Texas, and Pinnacle AMS Development Company, LLC, for development of Eastside Station – Plano; authorizing its execution by the City Manager; and providing an effective date.</p>	
(n)	<p>To authorize the City Attorney to file suit against Plano International Preschool, Inc. and any other responsible persons and/or entities to recover funds provided under the Community Development Block Grant Program; and providing an effective date.</p> <p><b><u>Adoption of Ordinances</u></b></p>	
(o)	<p>To repeal Ordinance No. 2009-2-14, entitled "Health Categories and Fees"; and replacing with this ordinance, to be entitled "Health Categories and Fees" to provide the addition of Industrial User Fees for permitted industries; providing a repealer clause, a severability clause, and an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(p)	To amend Section 3-6 of Chapter 3. Alcoholic Beverages of the Code of Ordinances of the City of Plano regarding consumption of alcoholic beverages in certain public places; providing a repealer clause, a savings clause; a severability clause; a penalty clause; and providing an effective date.	
(q)	To abandon all right, title and interest of the City, in and to that certain 22' Drainage Easement recorded in Volume 5949, Page 29 and a portion of that 70' Temporary Drainage Easement recorded in Volume 5949, page 46 of the Land Records of Collin County and being situated in the M.C. Vela Survey, Abstract No. 935, which are located within the city limits of Plano, Collin County, Texas, quitclaiming all right, title and interest of the City in such easements to the abutting property owners, Acres of Sunshine, Ltd. and Windhaven Development, Ltd., to the extent of its interest, authorizing the City Manager to execute any documents deemed necessary, and providing an effective date.	
(r)	To amend Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to prohibit stopping, standing, or parking of motor vehicles on certain sections of Placid Avenue and Mosswood Drive, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; providing a fine for criminal penalties not to exceed \$200 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.	
(s)	To amend Section 114.1 of Chapter 12, Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano to prohibit stopping, standing, or parking of a vehicle with a gross vehicle weight rating of 10,000 pounds or more on certain sections of Wedgewood Drive within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park vehicles with gross vehicle weight ratings of 10,000 pounds or more upon such sections of such roadway within the limits herein defined; providing a fine for criminal penalties not to exceed \$200 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.	
<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p>		
<p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p>		
<p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>		

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	<b>To approve a Professional Services Agreement</b> by and between Weibring-Wolfard Golf Design, Inc. and the City of Plano, Texas in the amount of \$876,200 for Pecan Hollow Golf Course Renovation (RFQ #208-55B) and authorizing the City Manager to execute all necessary documents (Tabled 4/27/09).	
(2)	<b>A Resolution</b> to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Symon Communications, Inc., a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date.	
(3)	<b>Public Hearing and a Resolution</b> to adopt the 2008-09 Action Plan, including proposed uses of \$509,050 in additional grant funds for Program Year 2008-09; and declaring an effective date.	
(4)	<b>A Resolution</b> to authorize the filing of applications for Federal Funds in an amount not to exceed \$1,755,741 under the Housing and Community Development Act and the HOME Investment Partnership Act and \$509,050 under the American Recovery and Reinvestment Act; designating Thomas H. Muehlenbeck as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date.	
(5)	<b>Public Hearing and consideration of an Ordinance in Zoning Case 2009-02</b> to amend Section 3.1200 (Landscaping Requirements) 6. (Landscape Plan Approval) c. of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, regarding the estimation of annual landscape water requirements; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano	
(6)	<b>Public Hearing and consideration of an Ordinance in Zoning Case 2009-04</b> to amend Subsection 3.1602 (Definitions) and Subsection 3.1603 (Design and Construction Specifications) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations); Subsection 4.506 of Section 4.500 (Preston Road Overlay District), Subsection 4.606 of Section 4.600 (Dallas North Tollway Overlay District), Subsection 4.706 of Section 4.700 (190 Tollway/Plano Parkway Overlay District), Subsection 4.806 of Section 4.800 (State Highway 121 Overlay District), Subsection 4.905 of Section 4.900 (Parkway Overlay District) of Article 4 (Special District Regulations), Subsection 2.826 (RT-Research/Technology Center) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended regarding signage; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano	
(7)	<b>Public Hearing and consideration of an Ordinance</b> to revise Section 6-488. Banners of Article XII. Temporary Signs of Chapter 6. Buildings and Building Regulations of the Code of Ordinances of the City of Plano; providing a repealer clause, a severability clause, a penalty clause, a publication clause, and an effective date. Applicant: City of Plano	

ITEM NO.	EXPLANATION	ACTION TAKEN
(8)	<p><b>Public Hearing and consideration of an Ordinance in Zoning Case 2009-06</b> to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to expand Specific Use Permit No. 598 from 1.9± acres of land to 3.9± acres of land, located on the south side of Los Rios Boulevard, 100± feet west of Trail Walker Drive in the City of Plano, Collin County, Texas, presently zoned Planned Development-320-Estate Development with Specific Use Permit #598 for Day Care Center, directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Bruce Kinna</p> <p><u><b>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.</b></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

May 7, 2009

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

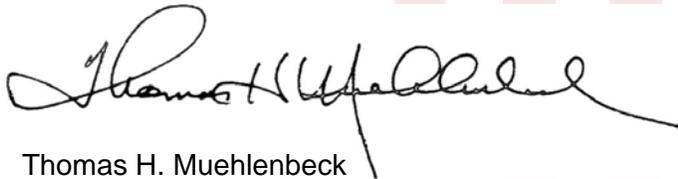
Honorable Mayor and City Council:

We will begin our meeting on Monday in Executive Session where we will receive legal advice from the City Attorney. Under Item II we will receive an update on one item of litigation. Under Personnel, we will consider one appointment. Under Item IV, potential economic development prospects may be discussed.

The Preliminary Open Meeting will consist of actions concerning Boards and Commissions appointments.

I look forward to seeing you on Monday.

Sincerely yours,



Thomas H. Muehlenbeck

Thomas H. Muehlenbeck

*MEMO*

**DATE:** May 7, 2009

**TO:** Honorable Mayor and City Council  
City Manager Muehlenbeck  
City Secretary Zucco

**FROM:** Alice Snyder, Assistant City Secretary

**RE:** Personnel Appointments – Executive and Worksession Meetings

The following appointments will be considered at the May 11, 2009 Council Meeting.

<p><b><u>Executive Session</u></b> <u>Reappointments/Appointments:</u></p> <ul style="list-style-type: none"><li>• Heritage Commission</li></ul>	<p><b><u>Worksession Meeting</u></b> <u>Appointments:</u></p> <ul style="list-style-type: none"><li>• Animal Shelter Advisory Committee</li><li>• Cultural Affairs Commission</li></ul>
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## Discussion/Action Items for Future Council Agendas

*May 9 – Election Day*

*May 13 – Peace Officer Memorial Service, Haggard Park, 1 p.m.*

### **May 18**

Canvass

*May 25 – Memorial Day Holiday*

*Observance at 8:30 a.m. at the Municipal Center*

### **May 26**

ACC Report (Quarterly)

Mobility Report

DART Report

Comprehensive Monthly Financial Report

**Public Hearing:** Amendments to the Subdivision Ordinance Regarding the Land Study Review Process - Request to amend Section 3 (Platting Procedures) and related sections of the Subdivision Ordinance to change the development review process for single-family detached residential development from a land study review process to a concept plan process and delete the land study process. **Applicant: City of Plano**

**Public Hearing:** Zoning Case 2009-03 - Request to amend Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses); Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses), Section 3.1200 (Landscaping Requirements) and Section 3.1700 (Storm Water Management) of Article 3 (Supplementary Regulations); Section 4.100 (Planned Development District) of Article 4 (Special District Regulations) and related sections of the Zoning Ordinance to change the development review process for single-family detached residential development from a land study review process to a concept plan process and delete the land study process. **Applicant: City of Plano**

**Public Hearing:** Amendments to the Subdivision Ordinance Regarding Waivers from Development Exactions - Request to amend Subsection 1.12 (Waivers from Development Exactions) of Article 1 (General Provisions) and related sections of the Subdivision Ordinance, pertaining to procedures and requirements for waivers of exactions for dedications and public improvements. **Applicant: City of Plano**

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

**June 8**

*June 5 – 7, TCMA Conference, Austin*

*June 10 – City Council Retreat*

*June 13 – Oak Point Park and Nature Preserve Grand Opening, 9 a.m.  
Tentative Election Runoff Date*

**June 22**

Mobility Report

DART Report

Comprehensive Monthly Financial Report

*July 3 – City Recognized Holiday for Independence Day*

**July 27**

Mobility Report

DART Report

Comprehensive Monthly Financial Report

**July 29**

2009-10 Budget Presentation

**August 10**

Public Hearing on Operating Budget and CIP

August 15 – City Council Budget Worksession

*August 22 – Boards and Commissions Reception, BITR, 2 p.m.*

**August 24**

ACC Report (Quarterly)

Mobility Report

DART Report

Comprehensive Monthly Financial Report

*August 27 – Boards and Commissions Reception, PSA StarCenter, 6 p.m.*

*September 7 – Labor Day Holiday*

*September 13 – 17, ICMA Conference, Montreal*

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

**September 14**

City Council Adopts Budget, CIP and sets Tax Rate

**September 28**

Mobility Report

DART Report

Comprehensive Monthly Financial Report

**October 12**

*October 13 – National Night Out*

*October 21-23, TML Conference, Ft. Worth*

**October 26**

Mobility Report

DART Report

Comprehensive Monthly Financial Report

**November 9**

*November 10 – 14, NLC, San Antonio*

**November 23**

ACC Report (Quarterly)

Mobility Report

DART Report

Comprehensive Monthly Financial Report

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>5/11/09</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Assistant City Manager		
Dept Signature:		Deputy City Manager		
		City Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #): <b>Sharon Wright X7107</b>				
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 PRESENTATION				
<b>CAPTION</b>				
Presentation: 2009 Paul L. Standberry Scholarship Awards				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>5/11/09</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck		Assistant City Manager	
Dept Signature:			Deputy City Manager	
			City Manager	<i>JM</i> <i>5/5/09</i>
Agenda Coordinator (include phone #): <b>Sharon Wright X7107</b>				
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 SPECIAL RECOGNITION				
<b>CAPTION</b>				
Special Recognition:    Public Service Recognition Week				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/11/09</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Assistant City Manager		
Dept Signature:		Deputy City Manager		
		City Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #): <b>Sharon Wright X7107</b>				
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 SPECIAL RECOGNITION				
<b>CAPTION</b>				
Special Recognition: Employee of the Year 2009 - Joan Shopoff				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/17/09</b>		Reviewed by Legal	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck		Assistant City Manager	
Dept Signature:			Deputy City Manager	
			City Manager	<i>[Signature]</i> 5/16/09
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
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				
<b>CAPTION</b>				
Special Recognition: Of Mayor Pat Evans by the Arts of Collin County Commission				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	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:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
April 27, 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, Deputy City Manager  
Bruce Glasscock, Deputy City Manager  
Rod Hogan, Deputy City Manager  
Mark Israelson, Assistant City Manager  
LaShon Ross, Assistant City Manager  
Diane C. Wetherbee, City Attorney  
Diane Zucco, City Secretary

Mayor Evans called the meeting to order at 5:10 p.m., Monday, April 27, 2009, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Pro Tem Callison arrived at 5:13 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 Personnel, Section 551.074; and 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 6:17 p.m. in the Council Chambers where the following matters were discussed. All Council Members were present.

**Consideration and Action Resulting from Executive Session Discussion:**

**Personnel – Appointments to Boards and Commissions**

- A. Heritage Commission

The Council deferred the appointment at this time.

**Personnel - Appointments to Boards and Commissions**

- A. Civil Service Commission

City Manager Muehlenbeck recommended appointment of David Michael O'Dens. Upon a motion made by Council Member Dunlap and seconded by Council Member Magnuson, the Council voted 8-0 to appoint David Michael O'Dens.

## **Comprehensive Monthly Financial Report**

Director of Finance Tacke advised that both the General and Water/Sewer Revenue Funds are down as compared to last year even though actual income is greater. She spoke to decreases in the Civic Center and Sustainability Revenue funds and to increased expenditures for water/sewer due to automated meter reading and increased payments to the North Texas Municipal Water District. Ms. Tacke spoke to flat unemployment figures and the downward trend in sales tax collections and single family housing starts. She advised that there is a decline in hotel/motel taxes as compared to prior years and spoke to efforts to diversify the City's assets. Mr. Muehlenbeck spoke to advising arts and historic preservation groups regarding the impact lower hotel/motel revenues would have on their funding.

## **Mobility Report**

Transportation Engineering Manager Neal spoke to monitoring the approach and lane configuration at Parkwood Drive/Nassau Drive, updating of school operations and the 2008 Annual Traffic Safety Report which indicates that the total number of collisions has continued to decline. He spoke to a reduction in fatalities/injuries and responded to Mr. Muehlenbeck regarding the impact of red light cameras. Mr. Neal spoke to visibility of street name plates and the keys to success: emergency response, enforcement, education of pedestrians/bicyclists as well as drivers and engineering.

## **Discussion Regarding Citizens' Opportunity to Purchase City GO Bonds**

David K. Medanich of First Southwest Company spoke to the competitive bid process where bonds are offered for sale at a specific date/time and underwriters try to sell the majority of the issue presale with remaining bonds sold on a "first come, first serve" basis. He spoke regarding negotiated sales where underwriters negotiate the rate and terms with an advisor and can price them either institutionally or by retail. Mr. Medanich advised that the City may request to set aside a number of bonds for residents to be sold at a designated time. He responded to the Council regarding possible public response, the City's AAA bond rating, not limiting the amount that can be purchased by one buyer, factors affecting the choice of how to offer the bonds, and information provided during the sale. Council Member Jackson spoke to consideration for the next bond issuance.

## **Presentation Regarding NLC Prescription Discount Card Program**

Deputy City Manager Glasscock spoke to City participation in the prescription program through the Health Department with minimal impact. He advised that the program would offer an average of 20% savings for prescriptions, there would be no screening of insurance provided by the City, NLC or pharmacies and Mayor Evans spoke to including information that the program is available from a variety of vendors. Mr. Glasscock advised he would review requirements related to utilizing the City's logo and the Council concurred in directing Staff to move forward.

**Consideration to Support Jean Callison as a Board Member to the North Central Texas Council of Governments**

Mayor Evans spoke to the opportunity to send a representative to the Council of Governments and the recommendation of Mayor Pro Tem Callison to which the Council concurred.

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

No items were discussed.

**Consent and Regular**

Council Member Dunlap requested Consent Agenda Item "C," Bid No. 2009-100-B for Baffin Bay Drive and Morton Vale Road to JRJ Paving, L.P., in the amount of \$637,033 be removed for individual consideration due to a possible conflict of interest.

Council Member Jackson requested that Consent Agenda Item "G," purchase from an existing contract to authorize the renewal of Technical Support Services for PeopleSoft Software License Applications, in the amount of \$157,187 from Oracle, be removed for individual consideration due to a possible conflict of interest and advised she would be stepping down on Regular Agenda Item "7," a resolution to approve an amendment to 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.

Staff requested Consent Agenda Item "H," to approve a Professional Services Agreement by and between Weibring-Wolfard Golf Design, Inc. and the City of Plano, Texas in the amount of \$876,200 for Pecan Hollow Golf Course Renovation be held until following the May election.

Nothing further was discussed. Mayor Evans adjourned the Preliminary Meeting at 6:57 p.m.

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**Pat Evans, MAYOR**

ATTEST:

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Diane Zucco, City Secretary

## PLANO CITY COUNCIL

April 27, 2009

### **COUNCIL MEMBERS**

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Jean Callison, Mayor Pro Tem  
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Rod Hogan, Deputy City Manager  
Mark Israelson, Assistant City Manager  
LaShon Ross, Assistant City Manager  
Diane C. Wetherbee, City Attorney  
Diane Zucco, City Secretary

Mayor Evans convened the Council into the Regular Session on Monday, April 27, 2009, at 7:03 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Dr. Leon Aduddell of First Baptist Church - Plano. The Pledge of Allegiance was led by Boy Scout Troop 1177 of the Church of Jesus Christ of Latter Day Saints.

Mayor Evans presented proclamations recognizing National Volunteer Month – April 2009 including Volunteers in Plano and Legacy Community Partners. She recognized Building Safety Week and a presentation was made to Diane Zucco, City Secretary – Certified Municipal Clerk. Deputy City Manager Turner was recognized for his 25 years of service.

Mayor Evans administered oaths of office to Jerry E. Yancey for the North Texas Municipal Water District Board and to Stephen E. Vitasek for the Self Sufficiency Committee.

### **COMMENTS OF PUBLIC INTEREST**

Citizen of Plano Jay Cooper stated concern regarding a required utility deposit following a bankruptcy filing, a subsequent cut-off of services, and code enforcement's precondemnation findings since no water is circulating at the residence. He requested an agenda item for action.

## **CONSENT AGENDA**

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

Council Member Jackson requested that Consent Agenda Item "G" be removed for individual consideration due to a possible conflict of interest and advised that she would be stepping down on Regular Agenda Item "7."

City Secretary Zucco advised that Consent Agenda Item "H" would be tabled until following the May election.

Upon a motion made by Deputy Mayor Pro Tem LaRosiliere and seconded by Council Member Miner, the Council voted 8-0 to table Consent Agenda Item "H" and further to approve and adopt all remaining items on the agenda.

### **Approval of Minutes** [Consent Agenda Item (A)]

April 14, 2009

### **Approval of Expenditures**

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

**Bid No. 2009-80-B** for Screening Wall-Desert Garden to Ratliff Hardscape, Ltd. in the amount of \$295,582. The project includes the removal and replacement of existing screening walls with new screening walls. The total length of new walls add up to 1,172 linear feet. Also includes 5,540 square feet of adjacent sidewalks. [Consent Agenda Item (B)] (See Exhibit "A")

**Bid No. 2009-88-B** for Shiloh Pump Station to Crescent Constructors, Inc., in the amount of \$921,000. The project includes replacement of pumps, motors, piping, electrical motor control centers, etc. [Consent Agenda Item (D)] (See Exhibit "B")

**Bid No. 2009-93-B** for Avenue P, 18<sup>th</sup> Street and Belle View Addition to McMahon Contracting, LP, in the amount of \$1,394,301 for the Alternate No. 2 Bid (low nitrous oxide dry kiln cement). The project consists of pavement reconstruction and water line replacement on the following streets: P Avenue – 17<sup>th</sup> Street to 18<sup>th</sup> Street, 18<sup>th</sup> Street – P Avenue to Redbud Lane, 17<sup>th</sup> Street – N Avenue to P Avenue, N Place – 17<sup>th</sup> Street to 18<sup>th</sup> Street, O Avenue – 17<sup>th</sup> Street to 18<sup>th</sup> Street, Concord Circle – 17<sup>th</sup> Street to end and N Avenue – 16<sup>th</sup> Place to 18<sup>th</sup> Street (water line replacement only). The project also includes storm drainage, sidewalks, driveways and other related construction. [Consent Agenda Item (E)] (See Exhibit "C")

**Purchase from an Existing Contract**

To approve the purchase of Fire Station #6 Kitchen Remodel in the amount of \$55,580 from Kellogg Brown and Root Services, Inc. through an existing contract/agreement with The Cooperative Purchasing Network (TCPN), and authorizing the City Manager to execute all necessary documents. (TCPN Contract No. R4895) [Consent Agenda Item (F)]

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

To approve a Professional Services Agreement by and between Weibring-Wolfard Golf Design, Inc. and the City of Plano, Texas in the amount of \$876,200 for Pecan Hollow Golf Course Renovation and authorizing the City Manager to execute all necessary documents (RFQ #208-55B). The renovation includes a new cart barn, new greens, new tee boxes, cart path additions, new irrigation system, re-routing of several existing fairways and a new fully functional driving range. [Consent Agenda Item (H)] (Item tabled until after the May 9, 2009 election.)

**Approval of Change Order**

To Motorola, Inc. increasing the contract by \$139,753 for Services of Cabinet move as part of the backhaul upgrade for Coit Water Tower, Jupiter Water Tower and Parkwood Water Tower through an existing contract/agreement with Houston Galveston Area Council (HGAC), and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. RA01-06). Change Order No. 3. [Consent Agenda Item (I)]

To Alan Plummer Associates, Inc., increasing the Professional Services Contract by \$21,278 for Alma Drive and Parker Road Drainage Improvements, Contract Modification No. 2. Additional design services are required for additional survey work, drainage study/analysis of an additional drainage area, design modifications to the proposed drainage relief line route and re-analysis of the proposed drainage relief system considering the additional drainage area. [Consent Agenda Item (J)]

To Ratliff Hardscape Ltd., increasing the contract by \$28,028, for Screening Wall – 15<sup>th</sup> Street Project, Change Order No. 1, Original Bid No. 2008-178-B. This change order is for revising the scope of work to include the changes to the quantities of drilled piers. [Consent Agenda Item (K)]

To McMahon Contracting, L.P., increasing the contract price by \$56,082 for Intersection Improvements – Jupiter Road and Plano Parkway, Change Order No. 1, Original Bid No. 2008-76-B. This change order is for revising the scope of work to include various paving, drainage, water and landscaping repairs. [Consent Agenda Item (L)]

**Adoption of Resolutions**

**Resolution No. 2009-4-14(R):** To approve and authorize the refunds of Property Tax Overpayments; and providing an effective date. This will authorize the City's Tax Assessor/Collector to make the appropriate property tax refunds totaling \$8,365. [Consent Agenda Item (M)]

**Resolution No. 2009-4-15(R):** To approve and authorize the refunds of Property Tax Overpayments; and providing an effective date. This will authorize the City's Tax Assessor/Collector to make the appropriate property tax refunds totaling \$12,804. [Consent Agenda Item (N)]

**Resolution No. 2009-4-16(R):** To authorize the purchase of street light standards and associated equipment for Headquarters Drive from Spring Creek Parkway to Parkwood Drive, Communications Parkway from Headquarters Drive to Tennyson Parkway, Corporate Drive from Legacy Drive to Tennyson Parkway, Democracy Drive from North Dallas Parkway to Tennyson Parkway, Brand Road from south of Tribune Way to north of Logan Drive, from Oncor Electric Delivery, who is the selected provider of electric service and the selected provider of such equipment; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase in an amount not to exceed \$285,134 and providing an effective date. [Consent Agenda Item (O)]

### **Adoption of Ordinances**

**Ordinance No. 2009-4-17:** To amend Ordinance No. 2008-4-39, currently codified as Chapter 6, Article XX, Residential Code, Division 2, Section 6-710, with certain additions, deletions and amendments to the City of Plano Code of Ordinances by adding Appendix R; establishing a "Residential Green Building Standard" for all new single family residential buildings and structures in the City of Plano, Texas; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. [Consent Agenda Item (P)]

**Ordinance No. 2009-4-18:** To repeal Article XVIII. Youth Advisory Commission of Chapter 2 Administration of the City of Plano Code of Ordinances; and providing an effective date. [Consent Agenda Item (Q)]

**Ordinance No. 2009-4-19:** To amend Section 12-73 and add Section 12-73.1 to Chapter 12 Motor Vehicles and Traffic of the City of Plano Code of Ordinances; to revise the definition of school days during the regular school year, and to enact school zones for summer school sessions; providing a fine for criminal penalties not to exceed \$200 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. [Consent Agenda Item (R)]

**Ordinance No. 2009-4-20:** To repeal City of Plano Ordinance No. 95-12-29, codified as Article VIII, Flood Damage Prevention, Sections 16-161 through 16-194, Chapter 16 of the Code of Ordinances of the City and enacting a new Article VIII, Flood Damage Prevention, Chapter 16 of the Code of Ordinances; adding rules and regulations to minimize loss from flooding; incorporating new flood plain maps as developed by the Federal government; authorizing the Director of Public Works and Engineering to implement and administer this ordinance; providing for permits; and providing a savings clause, a penalty clause, a severability clause, a publication clause, and an effective date. [Consent Agenda Item (S)]

**Ordinance No. 2009-4-21:** To amend Section 14-7 of Chapter 14. Offenses-Miscellaneous of the Code of Ordinances of the City of Plano thereby providing that roller skates and similar devices are prohibited in certain portions of Memorial Park; providing a repealer clause; a savings clause; a severability clause; a penalty clause; and providing an effective date. [Consent Agenda Item (T)]

**Ordinance No. 2009-4-22:** To amend Chapter 15. Parks and Recreation of the Code of Ordinances of the City of Plano designating athletic fields and support areas as reserved facilities; closing soft trails and native park areas between dusk and dawn; prohibiting owners from accompanying animals in park areas without proper materials to clean up animal droppings; adjusting sports seasons for various activities; prioritizing facilities use; setting fees for residents and non-residents; amending the composition of the Tree Ordinance Review Board; excluding franchise utility companies from certain tree trimming restrictions on public property; providing a repealer clause; a savings clause; a severability clause; a penalty clause; and providing an effective date. [Consent Agenda Item (U)]

**END OF CONSENT**

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

**Bid No. 2009-100-B** for Baffin Bay Drive and Morton Vale Road to JRJ Paving, L.P., in the amount of \$637,033 for the Alternate No. 2 Bid (low nitrous oxide dry kiln cement). The project consists of pavement reconstruction and water line replacement on Baffin Bay Drive from Custer Road to Country Place Drive and pavement reconstruction on Morton Vale Road from Parker Road to 500 feet west. [Consent Agenda Item (C)] (See Exhibit "D")

Upon a motion made by Council Member Magnuson and seconded by Council Member Jackson, the Council voted 7-0 to approve Bid No. 2009-100-B for Baffin Bay Drive and Morton Vale Road to JRJ Paving, L.P., in the amount of \$637,033.

Council Member Dunlap resumed his seat at the bench.

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

**Purchase from an Existing Contract:** To authorize the renewal of Technical Support Services for PeopleSoft Software License Applications, in the amount of \$157,187 from Oracle, through a Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents (DIR-VPC-03-018). [Consent Agenda Item (G)]

Upon a motion made by Deputy Mayor Pro Tem LaRosiliere and seconded by Council Member Dunlap, the Council voted 7-0 to authorize the renewal of Technical Support Services for PeopleSoft Software License Applications, in the amount of \$157,187 from Oracle.

Council Member Jackson resumed her place at the bench.

**Transmittal of Fiscal Year 2007-2008 Affirmative Action Report.** [Regular Agenda Item (1)]

Assistant City Manager/Human Resources Director Ross spoke to review of the City's labor force as it compares to Collin County and data sources utilized. She advised with removal of the "para-professional" category, those positions have been redistributed, and reviewed the utilization analysis which may reflect employment traditions for females and ethnic minorities. Ms. Ross reviewed the makeup of the applicant pool, new hires and promotions and spoke to recruitment resources. She advised that Staff is focused on providing fair opportunity for access to information and employment and responded to Council Member Dunlap that the Multi-Cultural Outreach Roundtable can be considered as an additional venue.

**Public Hearing and adoption of Resolution No. 2009-4-23(R)** to adopt the 2009-2010 Action Plan, including the Final Statement of Community Development Block Grant and Home Program Objectives and Proposed Use of Funds for Program Year 2009-2010; and declaring an effective date. [Regular Agenda Item (2)]

Community Development Coordinator Brown spoke to the HUD requirement for an Action Plan, a change in the cycle for next year with the program moving to an October 1, 2010 date and 2009 funding allocations being unavailable at the current time. She advised that the Action Plan represents funding allocations based on the previous year and spoke to designating any additional monies received to the City's Rehabilitation Program and Habitat for Humanity.

Community Relations Commission Chair Pam Harvey spoke to efforts to meet crucial community needs, the allotment of \$2,336,339 in HUD and Buffington Community Service Grant funding to 27 agencies and 4 City of Plano programs helping to provide sustainable shelter, food and clothing to individuals and families along with medical assistance. She spoke to one-time change in the grant cycle to fifteen months and the possibility of distributing additional federal stimulus funding monies. Council Member Magnuson thanked the Commission for their efforts.

Mayor Evans opened the Public Hearing. No one spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Magnuson and seconded by Deputy Mayor Pro Tem LaRosilire, the Council voted 8-0 to adopt the 2009-2010 Action Plan, including the Final Statement of Community Development Block Grant and Home Program Objectives and Proposed Use of Funds for Program Year 2009-2010; and declaring an effective date; and further to adopt Resolution No. 2009-4-23(R).

**Resolution No. 2009-4-24(R):** To authorize the filing of applications for Federal Funds in an amount not to exceed \$1,751,851 under the Housing and Community Development Act and the Home Investment Partnership Act; designating Thomas H. Muehlenbeck as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date. [Regular Agenda Item (3)]

**Resolution No. 2009-4-24(R) (cont'd)**

Upon a motion made by Council Member Miner and seconded by Council Member Johnson, the Council voted 8-0 to authorize the filing of applications for Federal Funds in an amount not to exceed \$1,751,851 under the Housing and Community Development Act and the Home Investment Partnership Act; designating Thomas H. Muehlenbeck as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date; and further to adopt Resolution No. 2009-4-24(R).

**Public Hearing and adoption of Ordinance No. 2009-4-25** to designate a certain area within the City of Plano as Reinvestment Zone No. 118 for a Tax Abatement consisting of a 17.181 acre tract of land located at the northwest corner of East Plano Parkway and Stewart Avenue, in the City of Plano, Texas establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date. [Regular Agenda Item (4)]

Director of Finance Tacke advised that if created, the abatement will be based on an approximate value of \$9.5 million as of June 30, 2011 with an additional \$10.5 in real property improvements by June 20, 2013. She spoke to a value of \$10.5 million in business personal property by June 30, 2011 with an additional \$20.7 by June 30, 2013 and further stated that the abatement will be for ten years from January 1, 2010 through December 31, 2019 based on amounts equal to 50% for real property (saving \$47,350 annually) and 50% for business personal property (saving \$73,866 annually).

Mayor Evans opened the Public Hearing. No one spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Magnuson and seconded by Council Member Jackson, the Council voted 8-0 to designate a certain area within the City of Plano as Reinvestment Zone No. 118 for a Tax Abatement consisting of a 17.181 acre tract of land located at the northwest corner of East Plano Parkway and Stewart Avenue, in the City of Plano, Texas establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date; and further to adopt Ordinance No. 2009-4-25.

**Resolution 2009-4-26(R)** approving the terms and conditions of an Agreement by and between the City of Plano, Texas, The Planet, a Delaware corporation and Northwest Mutual Life, a Wisconsin company; and providing for a Business Personal Property and Real Property Tax Abatement; and authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (5)]

Director of Finance Tacke advised that the agreement provides for real property improvements to 85,000 square feet of office space and runs for ten years based on 50% abatement for both business and personal property.

**Resolution No. 2009-4-26(R) (cont'd)**

Upon a motion made by Deputy Mayor Pro Tem LaRosiliere and seconded by Council Member Miner, the Council voted 8-0 to approve the terms and conditions of an Agreement by and between the City of Plano, Texas, The Planet, a Delaware corporation and Northwest Mutual Life, a Wisconsin company; and providing for a Business Personal Property and Real Property Tax Abatement; and authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution 2009-4-26(R).

**Resolution No. 2009-4-27(R)** to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and The Planet, a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (6)]

Director of Finance Tacke advised that the 380 Grant is in the amount of \$160,000 for occupancy of not less than 85,000 square feet of office space and the retention, transfer or creation of 17 full time jobs by December 31, 2009 with an additional five full time jobs by June 30, 2011. She spoke to the median annual salaries and assurance that the company will use reasonable efforts to utilize hotel facilities within the City for activities.

Upon a motion made by Council Member Magnuson and seconded by Council Member Jackson, the Council voted 8-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and The Planet, a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2009-4-27(R).

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

**Resolution 2009-4-28(R)** to approve an amendment to 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 (7)]

Director of Finance Tacke advised the Council that the amendment modifies by one year the time frame in which Bear Transportation must meet the total job requirement of 480 jobs and lowers the initial job requirement from 290 to 275. She further spoke to amendment of the initial payment from \$290,000 to \$275,000 to reflect the decrease in initial jobs.

Upon a motion made by Council Member Magnuson and seconded by Council Member Dunlap, the Council voted 7-0 to approve an amendment to 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 2009-4-28(R).

Council Member Jackson resumed her place at the bench.

**Public Hearing** and approval of disbursement of grant funds in the total amount of \$597,704 awarded through the Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Award for the purpose of purchasing equipment resources, pursuant to the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (the "Recovery Act") and by 42 U.S.C. 3751 (a). Under this Grant, the City of Plano will be the Fiscal agent and will disburse funds to the City of Allen, City of Frisco, City of McKinney, City of Wylie and the Collin County Sheriff's Office as agreed upon in the Memorandum of Understanding signed by all entities. [Regular Agenda Item (8)]

Chief Rushin advised that these grants are given to cities and counties to reduce crime and improve public safety. He spoke to the City of Plano as the fiscal agent disbursing the monies with \$226,929 remaining in the City and stated that the proposed uses would be an in-house automated fingerprint identification system, live-scan equipment upgrade, and completion of the network for digital video systems in patrol cars.

Mayor Evans opened the Public Hearing. No one spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Magnuson and seconded by Council Member Jackson, the Council voted 8-0 to approve disbursement of grant funds in the total amount of \$597,704 awarded through the Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Award for the purpose of purchasing equipment resources, pursuant to the American Recovery and Reinvestment Act of 2009.

**Resolution 2009-4-29(R)** to approve the terms and conditions of an Interlocal Cooperation Agreement between the City of Plano, Texas, the City of Allen, the City of Frisco, the City of McKinney and the City of Wylie and the County of Collin, Texas for the disbursement of the Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Award funds; authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (9)]

Upon a motion made by Council Member Miner and seconded by Council Member Johnson, the Council voted 8-0 to approve the terms and conditions of an Interlocal Cooperation Agreement between the City of Plano, Texas, the City of Allen, the City of Frisco, the City of McKinney and the City of Wylie and the County of Collin, Texas for the disbursement of the Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Award funds; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution 2009-4-29(R).

There being no further discussion, Mayor Evans adjourned the meeting at 8:03 p.m.

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**Pat Evans, MAYOR**

ATTEST:

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Diane Zucco, City Secretary



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>4/27/09</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Public Works & Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Assistant City Manager		
Dept Signature:	<i>Alan L. Upchurch</i>		Deputy City Manager	<i>[Signature]</i> 4/19/09	
			City Manager	<i>[Signature]</i> 4/20/09	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No.5855		
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. 2009-80-B for Screening Wall-Desert Garden to Ratliff Hardscape, Ltd. in the amount of \$295,582 .

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	44,842	356,158	0	401,000
Encumbered/Expended Amount	-44,842	-12,297	0	-57,139
This Item	0	-295,582	0	-295,582
BALANCE	0	48,279	0	48,279

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included on the 2008-09 Street Improvement CIP. This item in the amount of \$295,582, will leave a current year balance of \$48,279 for the Screening Wall – Desert Garden project.

STRATEGIC PLAN GOAL: Screening wall projects relate to the City's Goals of Safe, Efficient Travel and Premier City in which to live.

**SUMMARY OF ITEM**

Staff recommends that the low bidder, USA Site Development be allowed to withdraw their bid. The company bid total was correct \$272,473, but the unit prices shown were incorrect which reduced their bid to \$254,077.98. The errors were caused by computer problems. After the withdrawal of lowest bidder, USA Site Development, Staff recommends Alternate No. 2 bid of Ratliff Hardscape, Ltd., in the amount of \$295,582.28, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is Tracon Ventures, Ltd., in the amount of \$379,226.75 for Alternate No. 2 bid.

Engineer's estimate was \$377,058.55.

The project includes the removal and replacement of existing screening walls with new screening walls. The total length of new walls adds up to 1,172 linear feet. Also includes 5,540 square feet of adjacent sidewalks.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>4/27/09</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Public Works & Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Assistant City Manager		
Dept Signature:	<i>[Signature]</i>		Deputy City Manager <i>[Signature]</i>		
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5813		
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					
<b>CAPTION</b>					
Award of Bid for Bid No. 2009-88-B for Shiloh Pump Station to Crescent Constructors, Inc., in the amount of \$921,000.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		112,268	287,732	1,200,000	1,600,000
Encumbered/Expended Amount		-112,268	-8,670	0	-120,938
This Item		0	-921,000	0	-921,000
BALANCE		0	-641,938	1,200,000	558,062
FUND(S): WATER CIP					
COMMENTS: Funds are included in the 2008-09 Water CIP. This item, in the amount of \$921,000, will be encumbered in the current fiscal year and carry forward into the cash allocations of FY 2009-10 for the Shiloh Pump Station project.					
STRATEGIC PLAN GOAL: Pump station improvements relate to the City's Goal of Livable and Sustainable Community.					
<b>SUMMARY OF ITEM</b>					
Staff recommends bid of Crescent Constructors, Inc, in the amount of \$921,000.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.					
The second vendor being recommended is Archer Western Contractors, Ltd., in the amount of \$922,520.00.					
Engineer's estimate was \$1,400,000.					
The project consists of the renovation of the Shiloh Pump Station to include replacement of pumps, motors, piping, electrical motor control centers, etc.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Summary		N/A			
Location Map					



Exhibit "C" to 04/27/09

**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>04/27/09</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Public Works & Engineering			Initials
Department Head	Alan Upchurch			Date
Dept Signature:	<i>Alan Upchurch</i>			Assistant City Manager
				Deputy City Manager
				City Manager
Agenda Coordinator (include phone #):		<b>Irene Pegues (7198)</b>		Project No. 5842
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				
<b>CAPTION</b>				
(Award/Rejection) of (Bid/Proposal) for Bid No. 2009-93-B for Avenue P, 18 <sup>th</sup> Street and Belle View Addition to McMahon Contracting, LP, in the amount of \$1,394,301 for the Alternate No. 2 Bid.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2008-09</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	172,768	1,605,232	290,000	2,068,000
Encumbered/Expended Amount	-172,768	-26,483	0	-199,251
This Item	0	-1,394,301	0	-1,394,301
BALANCE	0	184,448	290,000	474,448
FUND(S): <b>STREET IMPROVEMENT CIP &amp; WATER CIP</b>				
COMMENTS: Funds are included on the 2008-09 Street Improvement CIP and Water CIP. This item, in the amount of \$1,394,301, will leave a current year balance of \$184,448 for the P Ave/ 18 <sup>th</sup> / Belle View projects.				
STRATEGIC PLAN GOAL: Pavement reconstruction and water line replacement relate to the City's Goals of Safe, Efficient Travel and Livable and Sustainable Community.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the Alternate No. 2 bid (low nitrous oxide dry kiln cement) of McMahon Contracting, LP, in the amount of \$1,394,300.70 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.				
The Base Bid (dry kiln cement) was for \$1,417,781.70. Alternate No. 1 (other type cement) was for \$1,394,300.70. Alternate No. 2 (low nitrous oxide dry kiln cement) is less than the base bid price at \$1,394,300.70 (3.15% under the dry kiln cement content cost). In keeping with the City's Green Purchasing Policy, staff recommends the award be based upon the low nitrous oxide dry kiln cement purchase.				
The second vendor being recommended is Camino Construction, LP, in the amount of \$1,495,620.00 (Base Bid) and \$1,495,620.00 (Alternate No. 2).				
Engineer's estimate was \$1,900,000.00.				



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>4/27/09</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Public Works & Engineering		Initials	Date
Department Head	Alan J. Upchurch	Assistant City Manager		
Dept Signature:	<i>Alan Upchurch</i>	Deputy City Manager	<i>[Signature]</i>	<i>4/19/09</i>
		City Manager	<i>[Signature]</i>	<i>4/29/09</i>
Agenda Coordinator (include phone #):		<b>Irene Pegues (7198)</b>	<b>Project No. 5841</b>	

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

**CAPTION**

(Award/Rejection) of (Bid/Proposal) for Bid No. 2009-100-B for Baffin Bay Drive and Morton Vale to JRJ Paving, L.P., in the amount of \$637,033 for the Alternate No. 2 Bid.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2008-09</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	74,700	820,300	0	<b>895,000</b>
Encumbered/Expended Amount	-74,700	-34,900	0	<b>-109,600</b>
This Item	0	-637,033	0	<b>-637,033</b>
<b>BALANCE</b>	0	148,367	0	<b>148,367</b>

**FUND(S):**    STREET IMPROVEMENT CIP & WATER CIP

**COMMENTS:** Funds are included on the 2008-09 Street Improvement CIP and Water CIP. This item, in the amount of \$637, 033 will leave a current year balance of \$148,367 for the Baffin Bay & Morton Vale projects.

**STRATEGIC PLAN GOAL:** Pavement reconstruction and water line replacement relate to the City's Goals of Safe, Efficient Travel and Livable and Sustainable Community.

**SUMMARY OF ITEM**

Staff recommends the Alternate No. 2 Bid (low nitrous oxide dry kiln cement) of JRJ Paving, L.P., in the amount of \$637,033.23, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The Base Bid (dry kiln cement) of RKM Utility Services, Inc., was for \$626,944.89. The Alternate No. 2 (low nitrous oxide dry kiln cement) bid of JRJ Paving, L.P., at \$637,033.23 is less than 5% over the Base Bid price (1.61%). In keeping with the City's Green Purchasing Policy, staff recommends the award be based upon the low nitrous oxide dry kiln cement purchase.

The second vendor being recommended is Jim Bowman Construction Co., L.P., in the amount of \$643,654.36 (Alternate No. 2).

Engineer's estimate was \$840,000.00.

The project consists of pavement reconstruction and water line replacement on Baffin Bay Drive from Custer



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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 <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date: <b>5/11/09</b>		Reviewed by Legal <i>WJ</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation		Initials	Date	
Department Head	Amy Fortenberry		Assistant City Manager		
Dept Signature:	<i>Amy Fortenberry</i>		Deputy City Manager	<i>[Signature]</i>	
			City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #):		<b>Susan Berger (7255)</b>			
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					
<b>CAPTION</b>					
Award/rejection of Bid/Proposal, conditional acceptance of lowest responsible Bid/Proposal for Legacy Greenbelt Extension (Bid No. 2009-91-B) to Irricon Construction in the amount of \$746,265.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2008-09</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		200,902	3,493,098	100,000	<b>3,794,000</b>
Encumbered/Expended Amount		-200,902	-109,862	0	<b>-310,764</b>
This Item		0	-746,265	0	<b>-746,265</b>
BALANCE		0	2,636,971	100,000	<b>2,736,971</b>
FUND(S): <b>PARK FEE PROGRAM &amp; PARK IMPROVEMENT CIP</b>					
<b>COMMENTS:</b> Funds are included in the 2008-09 Park Fee Program and Park Improvement CIP. This item, in the amount of \$746,265, will leave a current year balance of \$2,636,971, for the Legacy Trail projects.					
<b>STRATEGIC PLAN GOAL:</b> Trail construction relates to the City's Goal of Premier City in Which to Live.					
<b>SUMMARY OF ITEM</b>					
Staff recommends that the bid received from Irricon Construction in the amount of \$746,265 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents. This amount includes the base bid of \$647,765 and Alternates 1 and 2 for a total amount of \$746,265. (The bid from Texas Standard Construction was withdrawn by the bidder).					
The bid includes new trail construction from Ohio Drive to Preston Road with undercrossings of Preston Road, Hedgecoxe Road and Ohio Drive. Also a pedestrian bridge will be provided for the crossing of a creek tributary. Gabion baskets to retain the creek face adjacent to trail and a large retaining wall adjacent to the trail will also be constructed. The alternate bid items are for a stone face treatment to the gabion baskets lining the creek and stone facing on the concrete retaining wall adjacent to the trail.					
The low bid is under the consultant's estimate of \$765,000.					



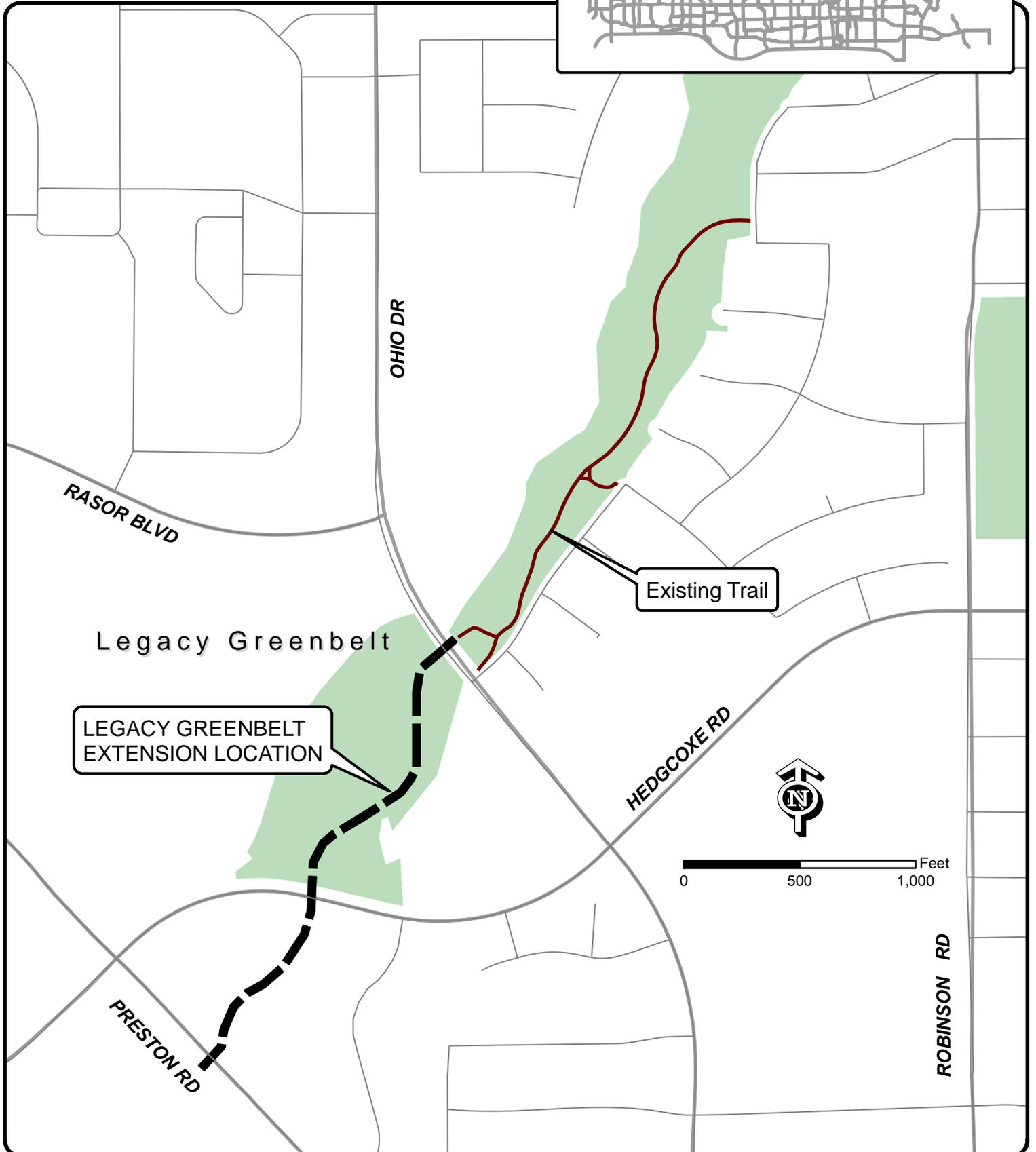
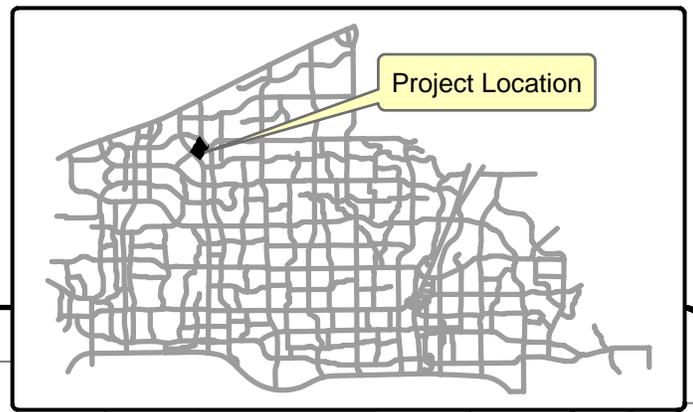
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

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



# Location Map

Legacy Greenbelt Extension  
Project No. 5749



**CITY OF PLANO  
CORRECTED BID TABULATION  
2009-91-B  
LEGACY GREENBELT EXTENTION- PROJECT NO. 5749  
APRIL 7, 2009 @ 3:00 P.M.  
BID TABULATION**

<b>BIDDER:</b>	<b>BID BOND</b>	<b>TOTAL BASE BID</b>	<b>ALT NO. 1 TOTAL BID</b>	<b>ALT NO. 2 TOTAL BID</b>
TEXAS STANDARD CONSTRUCTION LTD.	YES	\$616,325.00	\$645,325.00	\$664,325.00
IRRICON CONTRUCTION	YES	\$647,765.00	\$686,265.00	\$746,265.00
RATCLIFF HARDSCAPE, LTD.	YES	\$616,484.90	\$863,290.90	\$907,314.40
REEVES CONSTRUCTION SERVICES, INC.	YES	\$640,973.35	\$807,071.35	\$857,567.65
JIM BOWMAN CONSTRUCTION CO., L.P.	YES	\$694,030.00	\$901,030.00	\$931,230.00
JESKE CONSTRUCTION CO.	YES	\$863,410.00	\$912,410.00	\$992,710.00
OMEGA CONTRACTING, INC.	YES	\$780,560.00	\$813,560.00	\$ 883,560.00
WALL ENTERPRISES	YES	\$766,769.12	\$866,769.12	\$922,619.12

I certify that the above includes all firms contacted to bid and that replies are exactly as stated.

*Aimee Storm*

April 13, 2009

Aimee Storm, Buyer

Date

**“BID TABULATION STATEMENT”**

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF PLANO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DIVISION  
CITY OF PLANO TEXAS



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>5/11/09</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing			Initials
Department Head	Mike Ryan	Assistant City Manager	[Signature]	
Dept Signature:	[Signature]	Deputy City Manager	[Signature]	
		City Manager	[Signature]	
Agenda Coordinator (include phone #): <b>Becky Johansen (4396)</b>				
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				
<b>CAPTION</b>				
Award/Rejection of Bid/Proposal for Bid No. 2009-86-C for Auto & Truck Non-OEM Parts to O'Reilly Auto Parts in the estimated annual amount of \$100,000.00.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2008-09</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	2,050,174	0	<b>2,050,174</b>
Encumbered/Expended Amount	0	-1,086,092	0	<b>-1,086,092</b>
This Item	0	-100,000	0	<b>-100,000</b>
BALANCE	0	864,082	0	<b>864,082</b>
FUND(S): <b>MUNICIPAL WAREHOUSE FUNDS</b>				
<b>COMMENTS:</b> Funds are included in the FY2008-09 adopted budget to purchase Auto & Truck Non-OEM Parts utilizing The City of Plano Bid #2009-86-C. Remaining balance will be used for other Stock Purchases.				
<b>STRATEGIC GOAL:</b> Providing auto & truck parts for Inventory Control and Asset Disposal relates to the City's Goal of "Service Excellence".				
<b>SUMMARY OF ITEM</b>				
Staff recommends bid of O'Reilly Auto Parts in the estimated annual amount of \$100,000.00 be accepted as lowest responsive, responsible bid, conditioned upon timely execution of any necessary contract documents. For analysis the bid contained a list of various parts for pricing to use as comparison along with the percentage off. When prices and percentages off were compared O'Reilly Auto Parts was the low bid. This will establish an annual contract with a fixed price percentage discount off list price, with three optional one-year renewals for the purchase of Auto & Truck Non -OEM Parts.				
List of Supporting Documents: Bid Recap		Other Departments, Boards, Commissions or Agencies		

# CITY OF PLANO

## BID NO. 2009-86-C Auto & Truck Non-OEM Parts BID RECAP

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**Bid Opening Date/Time:** March 27, 2009 @ 4:00pm

**Number of Vendors Notified:** 1284

**Vendors Submitting "No Bids":** 3

**Number of Bids Submitted:** 5

Plano Auto Supply  
XL Parts  
Installers Sales & Service  
O'Reilly Auto Parts  
CPW Distribution Center

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

**Recommended Vendor(s):** O'Reilly Auto Parts

*Becky Johansen*

Becky Johansen, Buyer

*March 30, 2009*

Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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 <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>5/11/09</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Public Works Administration / David Falls <i>DS</i>		Initials	Date	
Department Head	Alan Upchurch	Assistant City Manager			
Dept Signature:	<i>Alan Upchurch</i>	Deputy City Manager	<i>[Signature]</i>	<i>5/11/09</i>	
		City Manager	<i>[Signature]</i>	<i>5/11/09</i>	
Agenda Coordinator (include phone #): <b>Margie Stephens (X4104)</b>					

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

**CAPTION**

***Award, Rejection of Bids/Proposals, Bid No. 2009- 101 - B, 2008-09 Arterial Concrete Pavement Rehab, Legacy Drive and Preston Meadow Drive, Project No. 5974 to Advanced Paving Acquisitions LTD, DBA as Advanced Paving Company in the amount of \$373,466.50.***

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2008-09</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,506,850	4,314,150	2,300,000	<b>9,121,000</b>
Encumbered/Expended Amount	-2,506,850	-2,036,726	0	<b>-4,543,576</b>
This Item	0	-373,467	0	<b>-373,467</b>
BALANCE	0	1,903,957	2,300,000	<b>4,203,957</b>

**FUND(S): STREET IMPROVEMENT CIP**

**COMMENTS:** Funds are included in the 2008-09 Street Improvement CIP. This item, in the amount of \$373,467, will leave a current year balance of \$1,903,957, for the Arterial Concrete Repair project.

**STRATEGIC PLAN GOAL:** Arterial concrete repair relates to the City's Goals of Safe, Efficient Travel and Premier City in which to Live.

**SUMMARY OF ITEM**

Staff recommends the bid for the 2008-09 Arterial Concrete Pavement Rehab Project – Legacy Dr. and Preston Meadow Dr. to Advanced Paving Acquisition, LTD, DBA as Advanced Paving Company, in the amount of \$373,466.50, for alternate No. 2 (Cement with NOx <1.7#NOx/Ton of Clinker) which is within 5% of the base bid, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.

This project involves the replacement of arterial street pavement, curb and gutter, sidewalk repair and barrier free ramp construction on Legacy Drive between Independence and Coit Road and on Preston Meadow between Parker Road and Quincy Drive.

The secondary vendor being recommended is Jim Bowman Construction Company L.P. in the amount of \$388,917.50.

Engineer's estimate for this project is \$588,000.00.

List of Supporting Documents: Bid Tabulation, Location Map	Other Departments, Boards, Commissions or Agencies
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# CITY OF PLANO

BID NO. 2009-101-B

**2008-09 ARTERIAL CONCRETE PAVEMENT REHAB LEGACY DRIVE AND PRESTON MEADOW DRIVE  
PROJECT NO. 5974  
BID TABULATION CORRECTED**

Bid opening Date/Time: April 9, 2009 @ 3:00pm

Number of Bids Submitted: 10

COMPANY NAME	Total Base Bid	Alternate 1	Alternate 2	Bid Bond Present	Addendum 1, 2, 3
Advanced Paving Company	\$369,634.00	\$362,122.50	\$373,466.50	Yes	Yes
Hencie International	\$388,917.50	\$357,452.50	\$388,917.50	Yes	Yes
ProCon Paving & Construction	\$401,552.00	\$401,552.00	\$406,750.50	Yes	Yes
Jim Bowman Construction	\$417,160.00	\$417,160.00	\$425,058.50	Yes	Yes
Jerusalem Corp	\$451,405.00	\$442,597.00	\$451,405.00	Yes	Yes
Admiral Construction	\$594,640.00	\$594,640.00	\$594,640.00	Yes	Yes
Santos Construction	\$507,090.00	\$507,175.50	\$508,175.50	Yes	Yes
Smith Contracting Inc	\$508,175.50	\$508,166.72	\$508,166.72	Yes	Yes
Estrada Concrete Co.	\$658,580.00	\$658,580.00	\$658,580.00	Yes	Yes
Texas Standard Construction	\$1,657,940.00	\$1,657,940.00	\$1,657,940.00	Yes	Yes

*Nancy Corwin*

*April 9, 2009*

Nancy Corwin, Buyer

Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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 <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>5/11/09</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Fleet Services			Initials	Date
Department Head	Mike Ryan	Assistant City Manager		<i>[Signature]</i>	4-30-09
Dept Signature:	<i>[Signature]</i>	Deputy City Manager		<i>[Signature]</i>	4-30-09
		City Manager		<i>[Signature]</i>	5/1/09
Agenda Coordinator (include phone #):		<b>Linda M. Robinson ext. 4190</b>			

**ACTION REQUESTED:**

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

**CAPTION**

Approval of the purchase of Gasoline Fuel in the estimated annual amount of \$500,000.00 from Martin Eagle Oil Company through an existing contract/agreement with City of Ft. Worth contract; and the City Manager or his authorized designee, is hereby authorized to execute all necessary documents (Bid No. 08-0259).

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: 08/09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	4,257,910	0	4,257,910
Encumbered/Expended Amount	0	-1,553,094	0	-1,553,094
This Item	0	-500,000	0	-500,000
<b>BALANCE</b>	0	2,204,816	0	2,204,816

**FUND(S): FLEET SERVICES (342)**

**COMMENTS:** Funds are included in the FY 2008-09 adopted budget to provide gasoline fuel purchased through an existing Contract/Agreement with the City of Fort Worth Order #08-0259. Remaining balance will be used for other fuel purchases. There is a companion agenda item for the purchase of gasoline fuel in the same amount of \$500,000.

**STRATEGIC PLAN GOAL:** Providing bulk gasoline fuel purchases for Fleet Services vehicles relates to the City's Goal of "Service Excellence".

**SUMMARY OF ITEM**



## CITY OF PLANO COUNCIL AGENDA ITEM

Fleet Services recommends participation in City of Ft. Worth contract with Martin Eagle Oil Company in the estimated annual amount of \$500,000.00, conditioned upon timely execution of any necessary contract documents. The contract term is 12/17/08 to 12/16/09 for a term of one year with options to renew for four additional one-year periods for the purchase of gasoline fuel.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271, Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items (Bid No. 08-0259).

List of Supporting Documents: City of Fort Worth Contract	Other Departments, Boards, Commissions or Agencies



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>5/11/09</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Fleet Services			Initials	Date
Department Head	Mike Ryan	Assistant City Manager	<i>[Signature]</i>	<i>[Signature]</i>	4-30-09
Dept Signature:	<i>[Signature]</i>	Deputy City Manager	<i>[Signature]</i>	<i>[Signature]</i>	4-30-09
		City Manager	<i>[Signature]</i>	<i>[Signature]</i>	5/11/09
Agenda Coordinator (include phone #):		<b>Linda M. Robinson ext. 4190</b>			

**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 PURCHASE OFF EXISTING CONTRACT	

### CAPTION

Approval of the purchase of Diesel Fuel in the estimated annual amount of \$500,000.00 from Martin Eagle Oil Company through an existing contract/agreement with City of Ft. Worth contract, and authorizing the City Manager or his designee, is hereby authorized to execute all necessary documents (Bid No. 08-0008).

### FINANCIAL SUMMARY

NOT APPLICABLE    
  OPERATING EXPENSE    
  REVENUE    
  CIP

FISCAL YEAR: <b>08/09</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	4,257,910	0	<b>4,257,910</b>
Encumbered/Expended Amount	0	-1,553,094	0	<b>-1,553,094</b>
This Item	0	-500,000	0	<b>-500,000</b>
<b>BALANCE</b>	0	2,204,816	0	<b>2,204,816</b>

**FUND(s): FLEET SERVICES (342)**

**COMMENTS:** Funds are included in the FY 2008-09 adopted budget to provide diesel fuel purchased through an existing Contract/Agreement with the City of Fort Worth Order #08-0008. Remaining balance will be used for other fuel purchases. There is a companion agenda item for the purchase of diesel fuel in the same amount of \$500,000.

**STRATEGIC PLAN GOAL:** Providing bulk diesel fuel purchases for Fleet Services vehicles relates to the City's Goal of "Service Excellence".

### SUMMARY OF ITEM



## CITY OF PLANO COUNCIL AGENDA ITEM

Fleet Services recommends participation in City of Ft. Worth contract with Martin Eagle Oil Company in the estimated annual amount of \$500,000.00, conditioned upon timely execution of any necessary contract documents. The contract term is 3/9/09 to 3/8/10 for a term of one year with options to renew for three additional one-year periods for the purchase of diesel fuel.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271, Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items (Bid No. 08-0008).

List of Supporting Documents: City of Fort Worth Contract	Other Departments, Boards, Commissions or Agencies



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>5/11/09</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services			Initials
Department Head	David Stephens	Assistant City Manager	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">             David Stephens            Dept Signature:         </div> <div style="text-align: center;">             Amy Powell            City Manager         </div> </div>	
Dept Signature:		Deputy City Manager		
		City Manager		
Agenda Coordinator (include phone #): <b>Amy Powell Ext. 7342</b>				
<b>ACTION REQUESTED:</b> <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				
<b>CAPTION</b>				
Purchase from an existing contract/agreement authorizing the purchase and installation of System Asset Management System Software, in the amount of \$119,606.00, from Cima Solutions Group, LTD, through a Department of Information Resources (DIR) contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-841).				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2008-09</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	2,960,114	0	<b>2,960,114</b>
Encumbered/Expended Amount		-2,022,380	0	<b>-2,022,380</b>
This Item	0	-119,606	0	<b>-119,606</b>
<b>BALANCE</b>	0	<b>818,128</b>	0	<b>818,128</b>
<b>FUND(S): TECHNOLOGY SERVICES FUND (066)</b>				
<b>COMMENTS:</b> Funds are included in the 2008-09 Technology Services Budget for software and maintenance agreements. The remaining balance will be used throughout the year for other maintenance agreements and service contracts.				
<b>STRATEGIC PLAN GOAL:</b> System Asset Management software, maintenance and other infrastructure support services relate to the City's Goal of "Service Excellence".				
<b>SUMMARY OF ITEM</b>				
Technology Services recommends Council approve the expenditure for consulting services and installation of System Asset Management System software, through Cima Solutions Group, LTD, in the amount of \$119,606.00. 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-841)				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
DIR Contract, City of Plano Contract w/Exhibits and Staff Memo				

# Interoffice Memo

**Date:** 03/10/09  
**To:** David Stephens, Director Technology Services  
**Cc:**  
**From:** Chester M. Helt, Infrastructure Manager  
**RE:** Samantha Database

---

We are recommending purchasing the System Asset Management System software (Samantha) and installation and consulting services from CIMA Solutions Group, LTD a DIR vendor.

We recommend issuing the P.O. for this software and services to CIMA Solutions Group, LTD, a DIR vendor, contract DIR-SDD-841, for a not to exceed price of \$ 119,606.00 as shown on the attached quotations.

**CONTRACT BY AND BETWEEN  
CITY OF PLANO, TEXAS AND CIMA SOLUTIONS GROUP, LTD  
FOR PURCHASE, INSTALLATION AND MAINTENANCE OF  
SYSTEM ASSET MANAGEMENT SYSTEM SOFTWARE**

**THIS CONTRACT** ("Agreement") is made and entered into by and between **CIMA SOLUTIONS GROUP, LTD.**, whose address is 1503 LBJ Freeway, Suite 110, Dallas, Texas 75234, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon execution of this Contract by the Plano City Manager or his duly authorized designee.

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

**I.  
SCOPE OF SERVICES**

Contractor, independently or by agreement with its Supplier, shall provide all software, licensing and labor necessary for the installation and maintenance of the Net Watch Solutions System Asset Management System Software. These services shall be provided in accordance with this Agreement and with the Department of Information Resources (DIR) contract (Contract Number DIR-SDD-841), a copy of which, together with all its appendices and exhibits, are incorporated herein and are on file and available for inspection in the City of Plano Technology Services Department. The Contract consists of:

- (a) State of Texas Department of Information Resources Contract DIR-SDD-841;
- (b) This Agreement;
- (c) Quote 1787/1. (Exhibit "A")
- (d) Service Agreement Engagement Contract Order Form. (Exhibit "B")
- (e) Affidavit of No Prohibited Interest. (Exhibit "C")
- (f) Supplier, Net Watch Solutions System Asset Management System (DIR) Enterprise License Agreement (Exhibit "D")

- (g) Supplier, Net Watch Solutions System Asset Management System (DIR) Maintenance & Support Agreement, Contract # CoP-100 (Exhibit "E")

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

## II. TERM OF CONTRACT

The initial term of this Contract shall be a period of one year (12) months commencing on May 1, 2009; provided however, that the City shall have the right and option to extend the term hereof by two (2) additional twelve (12) month periods on every anniversary of the effective date by giving written notice to Contractor of City's election to extend the term hereof, such notice to be given not more than sixty (60) days prior to the expiration of the initial term.

## III. WARRANTY

Contractor warrants and covenants to City that all goods (as per the conditions of Exhibit "D") and services delivered to City by Contractor, Contractor's subcontractors, and agents under the Agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services set forth in Contract Documents. Contractor warrants that the goods (as per the conditions of Exhibit "D") and services provided to City under this Agreement shall be free from defects in material and workmanship, for a period of ninety (90) days. In the event of a breach of this warranty, City's sole remedy is to require Contractor to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

## IV. PAYMENT

Payments hereunder shall be made to Contractor in accordance with Quote 1787/1 (Exhibit "B"). Monthly invoices will be submitted to City for service work completed and accepted during the period since the last payment. The annual maintenance fee shall be due upon completion and acceptance of all work under the contract. The software, software installation, and training shall be invoiced upon initial purchase.

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

**V.  
DESCRIPTION OF SERVICES**

Contractor will provide the software and services described in the Contract Documents. At City's request, Contractor may also provide additional software and services under This Contract at Contractor's then-applicable rates for such services or goods under the State of Texas Department of Information Resources Contract DIR-SDD-841, under of any additional contract addendums as executed by the Plano City Manager or his duly authorized designee.

**VI.  
CITY CONTACT**

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

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

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

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

Service will be provided at the location specified in the Contract Documents. When Contractor performs service at City's location, City will provide Contractor, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Contractor or its subcontractors will not be

imposed as a site access requirement. City will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Contractor may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays.

## **IX. INDEMNIFICATION**

Contractor shall release, defend, indemnify and hold City and its officers, agents and employees harmless from and against all claims, damages, injuries (including death), property damages to tangible property (including loss of use), losses, demands, suits, judgments and costs, including attorney's fees and expenses, which may accrue against City to the extent it is caused by the negligence or intentional misconduct of Contractor, its subcontractors, or their employees or agents, while performing their duties under this Agreement, provided that City gives Contractor prompt, written notice of any such claim or suit. City shall cooperate with Contractor in its defense or settlement of such claim or suit. This section sets forth the full extent of Contractor's general indemnification of City from liabilities that are in any way related to Contractor's performance under this Agreement.

In the event the City is a named party to a suit arising out of the subject matter of this Agreement, City reserves the right, at its own expense, to provide assistance and support in the defense of the third party claim, and the right to receive status reports. However, except as provided above, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

## **X. LIMITATION OF LIABILITY**

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY**

OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS AGREEMENT. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) year after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement.

**XI.  
COMPLIANCE WITH APPLICABLE LAWS**

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

**XII.  
VENUE**

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

**XIII.  
ASSIGNMENT AND SUBLETTING**

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

and reasonable cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

**XIV.  
INDEPENDENT CONTRACTOR**

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

**XV.  
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Contract Documents including the City as a named insured.

**XVI.  
HINDRANCES AND DELAYS**

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

**XVII.  
AFFIDAVIT OF NO PROHIBITED INTEREST**

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

**XVIII.**

## **DEFAULT/TERMINATION**

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

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

## **XIX. SEVERABILITY**

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

## **XX. TERMINATION**

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

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

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

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

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

**XXII.  
ENTIRE AGREEMENT**

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

City agrees to reference this Agreement and DIRSDD-841 on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Agreement; (ii) clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties

**XXIII.  
SUCCESSORS AND ASSIGNS**

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

**XXIV.  
HEADINGS**

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

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

**CIMA SOLUTIONS GROUP, LTD**

Date: \_\_\_\_\_

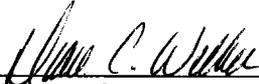
By: \_\_\_\_\_  
Name  
Title

**CITY OF PLANO, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas H. Muehlenbeck  
CITY MANAGER

APPROVED AS TO FORM

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

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_, \_\_\_\_\_ of **CIMA SOLUTIONS GROUP, LTD.**, 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 \_\_\_\_\_, 2005 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

9-12

Quote 1787/1

Cima Solutions Group, LTD  
 1503 LBJ Freeway, Suite 110  
 Dallas, TX 75234  
 Phone (972) 499-8260  
 Fax (866) 259-0320



City of Plano, AP  
 City of Plano - Net Watch Software  
 03/04/09

State of Texas VID # is 1202446920200  
 DIR-SDD-841  
 HUB certified

Part #/Feature Code	Description	Quantity	Extended List	Extended Price	Unit Price
	System Asset Management System	1	\$28,250	\$24,295	\$24,295
	System Asset Management System software - Base Module				
	Feature Set - Configuration Ma	1	\$15,250	\$13,115	\$13,115
	Feature Set - Configuration Management software				
	Feature Set - Change Managemen	1	\$14,250	\$12,255	\$12,255
	Feature Set - Change Management software				
	Feature Set - Incident Managem	1	\$9,250	\$7,955	\$7,955
	Feature Set - Incident Management software				
	Feature Set - Documents	1	\$5,500	\$4,730	\$4,730
	Feature Set - Notification Eng	1	\$5,500	\$4,730	\$4,730
	Maintenance 20% of software	1	\$13,416	\$13,416	\$13,416
	Implementation (data gathering	185	\$17,575	\$17,575	\$95
	Implementation (data gathering, loading & set-up)				
	Software installation service	1	\$1,750	\$1,750	\$1,750
	Training	3	\$6,585	\$6,585	\$2,195
	Professional Services - Change	80	\$13,200	\$13,200	\$165
	Professional Services - Change Management process enrollment				
<b>Grand Total</b>				<b>\$119,606.00</b>	

Pricing contained in this quote is valid from 03/02/09 until 03/26/09.

SERVICE AGREEMENT  
 ENGAGEMENT CONTRACT ORDER FORM

Customer Name:

Customer Address:

This Order Form ("OF") shall be governed by the terms of the STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT (CONTRACT NUMBER DIR-SDD-841) dated March 4<sup>th</sup>, 2009 (the "Contract") between the City of Plano, acting by and through the Department of Information Resources and CIMA Solutions Group ("CIMA").

**A. SERVICES**

**1. CIMA's Obligations**

**a. Scope of Services**

CIMA will provide the following Services to Customer:

- Cima will deliver Samantha implementation Services. Services will consist of 265 hours of Data Gathering, Software Implementation, and Change Management Process, as stated in Quote 1787/1.

**B. RATES AND PAYMENTS**

**1. Labor Rates**

Services shall be provided under this OF in accordance with Section 3 of the Contract.

Hours	Rate	Total
185	\$95.00	\$17,575
80	\$165	\$13,200

**2. Travel, Meals, and Lodging Reimbursement**

Rates for professional services do include travel, meals and lodging.

**3. Payment Type**

The Services specified above are provided on a time and materials ("T&M") basis; that is, Customer shall pay CIMA for all of the time spent performing such Services. CIMA will bill for time and materials once every month. CIMA acknowledges that Customer is an entity exempt from the imposition and collection of Texas sales taxes under Section 151.309 Texas Tax Code. Any estimate related to the Services performed under this OF is intended only to be an estimate for Customer's budgeting and CIMA's resource scheduling purposes. Once fees for Services reach this estimate, CIMA will cooperate with Customer to provide continuing Services on a T&M basis.

**4. Purchase Order**

The purchase order will reference CONTRACT NUMBER DIR-SDD-841.

**5. Purchase Order Number**

Purchase order number. \_\_\_\_\_ has been provided to CIMA as of execution date of this Order Form.

**6. Invoicing**

All fees will be invoiced monthly and will be payable within thirty (30) days of the date of invoice, and in accordance with Chapter 2251, Texas Government Code.

**7. Customer Billing Accounts Payable Contact/Mail Invoices To:**

Name: City of Plano Purchasing Department  
Address: 1520 Avenue K, Plano, TX 75074  
Telephone: 972-941-7134  
Fax: 972-461-6866  
E-mail:

**C. PROJECT INFORMATION**

**1. CIMA Project Manager/Contact Information**

Name: Mo Burman  
Address: 1505 LBJ Freeway, Suite 160 Dallas, TX 75234  
Telephone: 512-394-3189  
Fax: 866-259-0320  
E-mail: mburman@cimasg.com

**2. Customer Project Manager/Contact Information**

Name: David Stephens  
Address: 1520 Avenue K, Plano, TX 75074  
Telephone: 972-941-7660  
Fax: 972-816-2333  
E-mail: davidste@plano.gov

**3. CIMA Contract Manager/Contact Information**

Name: Mo Burman  
Address: 1505 LBJ Freeway, Suite 160 Dallas, TX 75234  
Telephone: 512-394-3189  
Fax: 866-259-0320  
E-mail: mburman@cimasg.com

City of Plano

CIMA Solutions Group

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_





## **System Asset Management System**

### **(DIR) ENTERPRISE LICENSE AGREEMENT**

This End User License ("EULA") is a legal agreement made between You (a single entity) ("You") and Net Watch Solutions Incorporated, a Texas corporation, ("Company") for the System Asset Management System software ("Software"). An amendment, addendum or License Pack to this EULA may accompany the Software. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE.

#### **RESERVATION OF RIGHTS AND OWNERSHIP.**

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1. **Installation.** You, Company or a Net Watch Solutions Inc. Authorized Partner may install the Software on one computer or other device that you own, manage or lease the right of use,
2. **Authorized Use.** You may use the Software 1) to catalog Sites, Servers, Network Devices, Companies and Probes up to the limits listed on your paid Invoice to Company for Software, 2) for any other use provided in the Software modules listed on your paid Invoice to Company or to an Authorized Partner for Software, 3) by any named individuals identified within the Software up to the user limits listed on your paid Invoice to Company or to an Authorized Partner for Software. If you have not paid for the Software within terms agreed by Company or an Authorized Partner, you have no authorization to use the Software. The Software is designed and offered as general-purpose software, not for any user's particular purpose.
3. **Period of Use.** You are authorized to use this Software for the time listed on your paid Invoice to Company or to an Authorized Partner for Software. If you have not paid for the Software within terms agreed by Company or an Authorized Partner, you have no authorization to use the Software. Within 60 days after the authorized period of use, you must destroy all copies of the Software and all of its component parts.
4. **Additional Rights – Software Backups.** You may copy the Software to an alternative data recovery source, such as tape media, as long as such backup copies are not operated at the same time as the original Software.
5. **License Grant for Documentation.** The documentation that accompanies the Software is licensed for internal, non-commercial reference purposes only.
6. **Separation of Components.** The Software is licensed as a single product and includes application executables, runtime reports, and a proprietary database schema. One instance of the Software components



## **System Asset Management System**

### **(DIR) ENTERPRISE LICENSE AGREEMENT**

may be installed on separate computers, for instance the database may reside on another device than the application executables. You are not authorized to use multiple instances of the application executables or of the database schema.

7. **Software Transfer.** You may transfer your copy of the Software to a different device. After the transfer, you must completely remove the Software from the former device.
8. **Rental / Commercial Hosting.** You may not rent, lease, lend or provide commercial hosting services with the Software.
9. **Limitations on Reverse Engineering, Decompilation and Disassembly.** You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
10. **Additional Software Updates.** This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that Net Watch Solutions Inc. or an Authorized Partner may provide to you or make available to you after the date you obtain your initial copy of the Software, unless they are accompanied by separate terms.
11. **Run-Time Reporting Software Limitations.** The Software may contain report-writing runtime software ("Runtime Software"). Other than use with the Software, you may not use the Runtime Software with any other software application nor use the Runtime Software as part of any process or system that is used to automatically deliver, share or distribute documents or other work created using the Runtime Software.
12. **Upgrades.** To use Software identified as an upgrade, you must first be licensed for the Software identified by Net Watch Solutions Inc. as eligible for the upgrade. After installing the upgrade, you may no longer use the original software that formed the basis for your upgrade eligibility, except as part of the upgraded Software.
13. **Consent to Use of Data.** You agree that Net Watch Solutions Inc. and its affiliates may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Software. Net Watch Solutions Inc. may use this information solely to improve the product or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

**TERMINATION** Without prejudice to any other rights, Net Watch Solutions Inc. may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software and all of its component parts.

**EXPORT RESTRICTIONS** You acknowledge that the Software is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

#### **LIMITED WARRANTY FOR SOFTWARE**

Net Watch Solutions Inc. warrants that the Software will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt.

You understand that you may purchase additional software assurance and maintenance services to extend the period in which you are entitled to support services for the Software.



## **System Asset Management System (DIR) ENTERPRISE LICENSE AGREEMENT**

You accept that no Software is error free and you are strongly advised to back-up your files regularly. Provided that you have a valid license, Net Watch Solutions Inc. guarantees that a) for a period of 90 days from the date of receipt of your license to use the Software or the shortest period permitted by applicable law it will perform substantially in accordance with the written materials that accompany the Software; and b) any support services provided by Net Watch Solutions Inc. shall be substantially as described in applicable written materials provided to you by Net Watch Solutions Inc. and Net Watch Solutions Inc. Authorized Partners will use reasonable efforts, care and skill to solve any problem issues. In the event that the Software fails to comply with this guarantee, Net Watch Solutions Inc. will either (a) repair or replace the Software or (b) return the price you paid. This guarantee is void if failure of the Software results from accident, abuse or misapplication. Any replacement Software will be guaranteed for the remainder of the original guarantee period or 30 days, whichever period is longer. You agree that the above guarantee is your sole guarantee in relation to the Software and any support services.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, **BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND.** Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

Any supplements or updates to the Software, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

**LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES.** Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by Net Watch Solutions Inc., **YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES,** if the Software does not meet Net Watch Solutions' Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have other rights which vary from state/jurisdiction to state/jurisdiction.

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**DISCLAIMER OF WARRANTIES.** The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, Net Watch Solutions Inc. and its suppliers provide the Software and support services (if any) **AS IS AND WITH ALL FAULTS,** and hereby disclaim all other warranties and conditions, whether



## **System Asset Management System (DIR) ENTERPRISE LICENSE AGREEMENT**

express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Software, and the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NET WATCH SOLUTIONS INC. OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF NET WATCH SOLUTIONS INC. OR ANY SUPPLIER, AND EVEN IF NET WATCH SOLUTIONS INC. OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Net Watch Solutions Inc. and any of its suppliers under any provision of this EULA and your exclusive remedy hereunder (except for any remedy of repair or replacement elected by Net Watch Solutions Inc. with respect to any breach of the Limited Warranty) shall be limited to the greater of the actual damages you incur in reasonable reliance on the Software up to the amount actually paid by you for the Software or US\$5.00. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

**APPLICABLE LAW.** If you acquired this Software in the United States, this EULA is governed by the laws of the State of Texas.

**ENTIRE AGREEMENT.** This EULA (including any addendum or amendment to this EULA which is included with the Software) is the entire agreement between you and Net Watch Solutions Inc. relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Net Watch Solutions Inc. policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.



Net Watch  
Inc.

**System Asset Management System**  
**(DIR) MAINTENANCE & SUPPORT AGREEMENT**

Contract # CoP-100

This Maintenance & Support Agreement ("Agreement") is provided to organizations that use the System Asset Management System under the (DIR) System Asset Maintenance Agreement Enterprise License, ("Customer") and Net Watch Solutions Incorporated, a Texas corporation, ("Company") (collectively, the "Parties").

WHEREAS, Company has provided to Customer a license to use the System Asset Management System software as specified in Schedule A of this Agreement ("Covered Software") pursuant to a software license agreement between the parties (the "License Agreement"); and

WHEREAS, Customer wishes to have Company provide maintenance and support services pursuant to the terms and conditions of this Maintenance & Support Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Customer and Company hereby agree as follows:

**INCORPORATION OF DOCUMENTS**

1. The following documents are attached hereto and, by this reference, incorporated into this Agreement:

Schedule A Covered Software, Site & System

Schedule B Authorized Customer Contacts

Schedule C Services and Fees

System Asset Management System (DIR) Enterprise License Agreement

**DESCRIPTION OF BASIC MAINTENANCE AND SUPPORT SERVICES**

2. **Basic Maintenance Services.** During the term of this Agreement, Company will maintain the Covered Software by providing software patches, updates and enhancements to Customer as the same are offered by Company to its licensees of the Covered Software under maintenance ("Updates"). All software updates and enhancements provide to Customer by Company pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:
  - a. Patches and updates that correct defects in the Covered Software that are directly attributable to programming if Company recognizes them as having a materially detrimental effect on the performance of the Covered Software, ("Bug Fixes");
  - b. Enhancements to keep current with the current hardware vendor's OS releases, as available from Company, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by Company;
  - c. Enhancements to Covered Software to improve the internal software performance;
  - d. Enhancements to the Covered Software to improve data security;



**Net Watch Solutions**  
**(DIR) MAINTENANCE & SUPPORT AGREEMENT**

- e. Enhancements to Covered Software to improve functionality of existing capabilities;
- f. Updates or enhancements to existing support documentation;
- g. Updates do not include:
  - i. Platform extensions to different hardware platforms, different windowing system platforms, or different operating system platforms;
  - ii. Addition of new Modules and Feature Sets which Company markets and sells separately, when such new functionality was not provided in the original Covered Software;
  - iii. Addition of new applications or software modules that were not provided in the original Covered Software;
  - iv. Updates to hardware vendor operating systems and other system software;
  - v. Updates to Customer-developed software;
  - vi. Updates to third-party software (except any third party software embedded in the Covered Software) which includes operating system software, word processing, spreadsheet, Adobe Reader, Crystal Reports, Microsoft Share Point, database systems, DHCP scopes, DNS;
  - vii. Modifications to network or computer hardware; and
  - viii. Repairs of the Covered Software and data if Company determines the failure is related to:
    - 1. the failure of the equipment or supplies in use by the Customer;
    - 2. misuse or neglect of the covered software including, but not limited to, failure to perform scheduled data backups using a prudent method of media rotation;
    - 3. anyone other than Company or an authorized representative of the Company making any alteration to the Covered Software or to the system files which may affect the Covered Software;
    - 4. environmental conditions, including, but not limited to, insufficient, excessive, or irregular power, failure of air conditioning, excessive heat or humidity, flood, water, wind or lightening;
    - 5. use of the Covered Software for purposes other than those which it was expressly designed;
    - 6. the relocation or reinstallation of the Covered Software;

The Company reserves the right to charge additional support fees at its then standard rates for services performed in connection with reported incidents or for Repairs that are later determined to have been due to hardware or software not supplied by Company, or by actions of the Customer.



## Net Watch Solutions (DIR) MAINTENANCE & SUPPORT AGREEMENT

Updates will be provided in machine-readable format and updates to related documentation will be provided in hard copy form. All such deliveries shall be made to a Customer Contact as designated in Exhibit B.

Duplication, distribution and installation of the Updates is the responsibility of the Customer, unless otherwise contracted herein. If requested, Company or its authorized representative will provide on-site assistance in the installation of the Updates on a time and materials basis, plus expenses.

3. **Basic Support Services.** During the term of this Agreement, Company will provide services described herein to respond to and resolve performance problems of the Covered Software as reported by the Customer under terms defined within this Agreement.
- a. Methods of Support Contact: Company will make available to Customer a telephone number (“Customer Support Line”) for Customer to call to report a problem with the Covered Software. The Customer Support Line operates 24 x 7 x 365 and may be answered by Company using automated techniques, including voice messaging. Additionally, Company will make available to Customer an electronic-mail address (“Customer Support E-Mail”) for Customer to report a problem with the Covered Software. Customers can send messages to the Customer Support E-Mail at anytime.
  - b. Support Agreement Number: For purposes of problem notification, Customer may be required to indicate the Contract Number shown on Page 1 of this Agreement.
  - c. Support Classification: Upon receipt by Company of notice from Customer through the Customer Support Line or through the Customer Support E-Mail of an error, defect, malfunction or nonconformity in the Covered Software, Company shall classify the problem according to one of the following types.
    - i. **Severity 1:** Produces an emergency situation in which the Covered Software is inoperable, produces incorrect results, or fails catastrophically.
    - ii. **Severity 2:** Produces a detrimental situation in which performance (throughput or response) of the Covered Software degrades substantially under reasonable loads, such that there is a severe impact on use; the Covered Software is usable, but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.
    - iii. **Severity 3:** Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, and the Customer suffers little or no significant impact.
    - iv. **Severity 4:** Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by documentation change or by a future, regular release from Company. Requests that are not problems, but are for enhanced new features are also classified as Severity 4 support requests.
  - d. Basic Support Response: Company will respond via E-Mail to all support requests not later than the next business day. The response will identify whether the support request is deemed a request for new features or in the case where the support request is deemed a problem, 1) the severity level assigned to the problem, and 2) the incident number assigned to the problem. Additionally, the Company will:



## Net Watch Solutions (DIR) MAINTENANCE & SUPPORT AGREEMENT

- i. On Severity 1 problems, Company will immediately begin to diagnose the problem to correct the issue as soon as reasonably possible, but in any event, Company will provide a response via telephone within 4 hours indicating 1) whether the problem has been duplicated, and 2) the estimated time of repair. Company will continue to provide best efforts to resolve the problem in less than 24 hours. The resolution may be delivered to Customer as a work-around or as an emergency software fix. If Company delivers a work-around, the severity classification will drop to Severity 2.
- ii. On Severity 2 problems, Company will begin to diagnose the problem to correct the issue as soon as reasonably possible, but in any event, Company will provide a response via telephone within 24 hours. Company will continue to provide best efforts to resolve the problem in less than 5 calendar days. The resolution may be delivered to Customer as a work-around or as an emergency software fix. If Company delivers a work-around, the severity classification will drop to Severity 3.
- iii. On Severity 3 problems, Company will exercise best efforts to resolve Severity 3 problems in the next maintenance release.
- iv. On Severity 4 problems, Company will exercise best efforts to resolve Severity 4 problems in a future maintenance release. On requests for new features, Company will advise the Customer whether the Company intends to add the feature in a future release or indicate the options the Customer has for customized software capabilities.

### DESCRIPTION OF ENHANCED MAINTENANCE AND SUPPORT SERVICES

4. **Enhanced Support Services.** Company will provide support services with enhanced response times as described in Schedule C, as indicated below.
  - a. **Installation of Updates:**  If checked, duplication, distribution and installation of software updates will be provided by Company through remote access to the site listed in Schedule A.
  - b. **Per Incident Support:**  If checked, Company will provide personnel via the phone, e-mail, or through remote access methods to assist customer with system administration, usage support, ad hoc training, reconfigurations, software reinstallations, software integrations, and other customer requested services. Inquiries that are deemed problems or are covered under a warranty / acceptance testing period do not incur a Per Incident charge. Customers will be billed for Per Incident Support according to the schedule listed in Schedule C.
  - c. **On-Site Support:**  If checked and as requested by Customer, and upon reasonable notice, Company will provide personnel to Customer location to perform system administration, usage support, ad hoc training, reconfigurations, software reinstallations, software integrations, and other customer requested services. All requests will be documented and Company will work on a best effort basis. The minimum call duration is two hours. Customer will be billed for labor, including travel time, plus reasonable expenses required for the performance of the requested service. Expenses for travel and travel-related expenses and individual expenses in excess of US\$500 require the prior approval of Customer. Fees for On-Site Support are contained in Schedule C.
  - d. Enhanced support does not include custom software development, application integration, report writing, or any other software development that is provided under a separate services agreement.



**Net Watch Solutions**  
**(DIR) MAINTENANCE & SUPPORT AGREEMENT**

**CHARGES**

5. The initial Annual Maintenance fee for Basic Maintenance & Support is based upon a percentage of the current list price of the Covered Software as listed in Schedule C. Renewal fees are calculated annually for a 1-year period based on the then current list price of the Covered Software and may be subject to an inflationary adjustment, of not more than 10%, defined at the time of renewal. If you purchase additional software or licensed users for such software, these additions will automatically be subject to the maintenance fees and will be invoiced accordingly. Charges for any partial month of coverage will be prorated on the basis of a thirty (30) day month to coincide with an existing annual maintenance term.
6. All charges for maintenance & support are payable in advance. Upon failure to pay any invoice within thirty (30) days of the invoiced date, Company may withhold services until payment has been received.
7. Charges do not include charges related to third party software programs, which may be required to run the Covered Software. You may be required to pay separately for any upgrades in such third party programs.
8. Company reserves the right to charge reasonable late fees on invoices unpaid for more than forty-five (45) days.

**TERM AND TERMINATION**

9. The term of this Agreement shall be for one (1) year. Maintenance and support service shall commence upon the 1) expiration of the Warranty Period set forth in the License Agreement, or 2) the date indicated in Schedule C, whichever is later and shall remain in effect thereafter for renewal terms on a year-to-year basis until terminated. This Agreement may be terminated (i) by Customer in the event the Covered Software is taken out of service and upon sixty (60) days' notice to Company; (ii) by either party upon a default of the other party, such default remaining uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other specifying such default; (iii) upon the bankruptcy or insolvency of Company, or (iv) the License Agreement is terminated. In the event this Agreement terminates as a result of default by the Company, the Company will credit or refund the Customer a portion of the maintenance fee, prorated to the date of termination. Renewal of maintenance may be cancelled by giving notice at least thirty (30) days in advance of the annual period renewal date.
10. Reinstatement of lapsed maintenance will require full payment of the maintenance fees that would have been due from the expiration of the last active maintenance period through the reinstatement date, plus a 15% administrative surcharge. Payment of the applicable amount for the current maintenance period would be due upon reinstatement. This reinstatement policy applies if the maintenance has been cancelled for non-payment of fees or there is a lapse in maintenance for other reasons. Upon reinstatement of maintenance, Customer will be entitled to the latest version of the Covered Software.

**CONDITIONS**

11. **Access.** Software Maintenance is conditioned upon provisions by Customer to Company of reasonable appropriate access to the system(s) running the Covered Software, including but not limited to, passwords, system data, file transfer capabilities, and remote log-in-capabilities. Company will maintain security of the system and will comply with Customer's standard security procedures. Information access by Company agents or employees as a result of accessing Customer's system shall be deemed confidential information pursuant to the terms of the Software License Agreement executed between the parties.



**Net Watch Solutions**  
**(DIR) MAINTENANCE & SUPPORT AGREEMENT**

Customer shall also use commercially reasonable efforts to provide an active voice telephone line at each site which is available continuously when required for support access.

12. **Change Management.** The parties shall develop a mutually agreeable change management process that covers how modifications are made to the Covered Software. At a minimum, such process shall require Company to notify Customer and obtain Customer's approval prior to implementing any material changes to the software or services provided by Company.
13. **Force Majeure.** Company will not be responsible or liable for, and will be excused from any non-performance or delay in performance of any of its obligations under this Agreement if and to the extent that such non-performance or delay (i) is caused by an act of God, natural disaster, civil disturbance, terrorist action, war, fire, earthquake, changes in law, regulation or government policy, or non-performance by any third party (including vendors or suppliers), or any other factor beyond the control of Company, whether or not foreseeable, and (ii) could not have been prevented by Company taking normal and customary precautions. In the event that Company is excused from the performance of its obligations pursuant to this section, then Company shall use its bests commercial efforts that are practicable under the circumstances to resume performance of its obligations as soon as feasible.
14. **Exclusivity of Remedies.** The provisions of this Agreement and the License Agreement constitute the exclusive provisions applicable to Company's maintenance and support of the Licensed Software and the provision and support of data and operations thereof. Company disclaims any and all warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, except those specifically set forth in the License Agreement.
15. **Notices.** Any notices given hereunder shall be given pursuant to and as provided in the License Agreement. In addition, Customer agrees that Company may provide invoices to Customer by means of facsimile or email transmission.
16. **Limit of Liability.** Company's limit of liability set forth in the License Agreement shall apply to this Agreement. Under no circumstances shall either party be entitled to any consequential, punitive or indirect damages.
17. **Latest Version.** Company reserves the right to limit the scope of services provided if the Customer chooses not to install the latest version of the Covered Software.
18. **Assignment.** The terms of this Agreement may not be assigned or subcontracted by Company without the express written consent of Customer.
19. **Independent Contractor.** The relationship of Company to Customer under this Agreement is that of independent contractors. Nothing contained herein shall be construed to create any relationship of joint venturers, partners, agency or employment between Company and Customer. Neither party shall have any authority to enter into agreements on behalf of, or similarly bind, the other.
20. **Binding Successors.** This Agreement is binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.
21. **Taxes.** Customer shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes which are levied or imposed by reason of the transactions covered within this Agreement.
22. **Governing Law.** All provisions of this Agreement will be governed by the laws of Texas. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. A waiver of the strict performance of any term of this Agreement by either party shall not be deemed waiver of any other provision of this Agreement.



**Net Watch Solutions**  
**(DIR) MAINTENANCE & SUPPORT AGREEMENT**



**Net Watch Solutions**  
**(DIR) MAINTENANCE & SUPPORT AGREEMENT**  
**SCHEDULE A**

**COVERED SITES, SOFTWARE AND CONFIGURATION**

**A. Covered Site**

This Agreement covers the following software installation at the site:

City of Plano  
Municipal Annex  
1117 E. 15<sup>th</sup> Street  
Plano, Texas 75074

**B. Covered Software**

This Agreement covers the following software components at each site listed in Section A, above.

- System Asset Management System Base Module
  - 80 Sites
  - 350 Servers
  - 200 Network Devices
  - 40 Users
  - 5 External Companies
- Configuration Management Feature Set
- Change Management Feature Set
- Incident Management Feature Set
- Document Management Feature Set
- Notification Engine

**C. This Agreement covers the following installation.**

**Application Server:**    as initially installed         
**Database Server:**    as initially installed         
**Database:**    SAMS\_PLANO\_PROD



**Net Watch Solutions**  
**(DIR) MAINTENANCE & SUPPORT AGREEMENT**  
**SCHEDULE B**

**AUTHORIZED CUSTOMER CONTACTS**

For purposes of this Agreement, the following individuals shall be designated per site as the authorized Customer support contacts:

Site #1 at City of Plano

Name	Title	Phone Number
<u>David Stephens</u>	<u>Director</u>	<u>972-941-7660</u>
<u>Chester Helt</u>	<u>Manager</u>	<u>972-941-7626</u>
<u>To Be Determined</u>	<u></u>	<u></u>



**Net Watch Solutions**  
**(DIR) MAINTENANCE & SUPPORT AGREEMENT**  
**SCHEDULE C**

**A. Maintenance & Support Fee**

Basic maintenance and support services for the applications and configurations listed in Schedule A will be provided for a fee of 20% per year, as described in this Agreement.

**B. Enhanced Support Services**

On-site Installation of Software Updates: no charge for 3 months thereafter, \$1,000.00 per update

Per Incident Support: (for items other than software defects)

0 to 5 inquiries per month	no charge
6 to 20 inquiries per month	\$450.00 per month
21 to 50 inquiries per month	\$600.00 per month
Unlimited calls per month	\$1000.00 per month

Enhanced Support Contact: \$1,000.00 per term

On-Site Support: \$125 per hour  
(includes on-site support not deemed a problem or not covered under a warranty period)

**C. Initial Term Begins**

Conclusion of Warranty Period after Software Install



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>5/11/09</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Planning			Initials	
Department Head	P. Jarrell			Date	
Dept Signature:	<i>P. Jarrell</i>			<i>[Signature]</i>	
		Assistant City Manager			
		Deputy City Manager			
		City Manager			
Agenda Coordinator (include phone #): <b>T. Stuckey - 7156</b>					
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 checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
To approve a Professional Services Contract by and between the City and James Duncan and Associates, Inc. (d/b/a Duncan Associates), in the amount of \$75,000 for updating and reformatting the text, page layout, illustrations and graphics and preparing updated use tables and definitions for the city's Zoning and Development Regulations, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2008-2009</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	187,611	0	<b>187,611</b>
Encumbered/Expended Amount		0	-16,808	0	<b>-16,808</b>
This Item		0	-75,000	0	<b>-75,000</b>
BALANCE		0	95,803	0	<b>95,803</b>
FUND(S): <b>GENERAL FUND</b>					
COMMENTS: FUNDS ARE INCLUDED IN THE 2008-09 PLANNING DEPARTMENT BUDGET. THIS ITEM, IN THE AMOUNT OF \$75,000 WILL LEAVE A CURRENT YEAR BALANCE OF \$95,803 FOR OTHER CONTRACTUAL PROFESSIONAL SERVICES.					
STRATEGIC PLAN GOAL: UPDATING AND MAINTAINING CITY REGULATIONS RELATE TO THE CITY'S GOAL OF SERVICE EXCELLENCE.					
<b>SUMMARY OF ITEM</b>					
This agreement with Duncan Associates is to update and reorganize the formatting, page layout, illustrations and graphics for the Zoning and Development Regulations. The scope of work also includes updating the use charts and devising new definitions to reflect contemporary land uses and terminology. The attached scope of services outlines the work to be performed. Duncan Associates previously performed the technical and legal assessment of the regulations, which was completed in 2008.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Contract with exhibits					

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN THE CITY OF PLANO, TEXAS AND  
JAMES DUNCAN AND ASSOCIATES, INC. d/b/a DUNCAN ASSOCIATES**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **JAMES DUNCAN AND ASSOCIATES, INC. d/b/a DUNCAN ASSOCIATES**, a Texas corporation, hereinafter referred to as "Contractor" to be effective from and after the date as provided herein.

**W I T N E S S E T H:**

**WHEREAS**, the City desires to engage the services of Contractor for completion of the development code organization and formatting work described in Exhibit "A", hereinafter referred to as the "Project"; and

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

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

**I. Engagement**

The City hereby agrees to retain Contractor to perform professional services in connection with completion of the development code organization and formatting work described in Exhibit "A" and Contractor agrees to perform such services in accordance with the terms and conditions of this Agreement.

**II. Scope of Services**

The parties agree that Contractor shall perform such services as are further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A". The parties understand and agree that deviations or modifications in the Scope of Services may be authorized from time to time by the City, but said authorization must be made in writing.

**III. Compensation/Expenses**

Upon issuing a notice to proceed, Contractor will be paid according to the terms set out in Exhibit "B", attached hereto.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on

September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

#### **IV. Schedule of Work**

Contractor agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work until completion according to the terms set out in Exhibit "C" attached hereto.

#### **V. Indemnity**

Contractor shall release, defend, indemnify and hold the City and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by Contractor or caused by the negligent act or omission or intentional wrongful 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 City against all such Claims.

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

#### **VI. Independent Contractor**

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

## **VII. Assignment and Subletting**

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

## **VIII. Audits and Records**

Contractor agrees that at any time during normal business hours and as often as City may deem necessary, Contractor shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of City's acceptance of the final Project, or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

## **IX. Prohibited Interest**

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

## **X. Contract Termination**

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

## **XI. Ownership of Documents**

Upon termination of this Agreement, Contractor shall transfer, assign and make available to City, or its representatives, all property and materials in its possession or control belonging to the City and paid for by the City. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, Contractor and City agree that for the purposes of this order the material shall be a work made for hire and the property of the City. In the event that the material which is the subject of this

Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event Contractor hereby assigns all right, title and interest to said material to City for the fees specified herein.

With the exception of the logo developed for the City, any conceptual work done by Contractor is intended for demonstrational purposes only. Stock photography used for the demonstration of creative concepts is not to be reproduced or published in any way without first negotiating usage rights with the appropriate stock image provider.

## **XII. Trade Secrets**

In conducting business and in anticipation of conducting business with Contractor it may be necessary for the City to share trade secrets and/or other confidential and/or proprietary information or matter with Contractor. The parties agree that such information and the materials referenced in the Agreement, the results and developments there from are confidential and/or proprietary information belonging to the City. Contractor agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information for its own separate benefit. Contractor will be responsible for its employees or agents complying with the provisions of this Agreement.

Similarly the City agrees that the completion of the development code organization and formatting work described in Exhibit "A" is intended solely for the use and benefit of Plano, Texas and any distribution to another destination marketing organization without the written consent of Contractor is prohibited. The City will be responsible for its employees or agents complying with the provisions of this Agreement.

## **XIII. Complete Agreement**

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

#### **XIV. Mailing of Notices**

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

City of Plano, Texas  
Planning Department  
Attn: Phyllis Jarrell  
P.O. Box 860358  
Plano, TX 75086-0358

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

Duncan Associates  
Attn: Kirk Bishop  
212 W. Kinzie  
Suite 300  
Chicago, IL 60654

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

#### **XV. Miscellaneous**

A. Paragraph Headings:

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

B. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

**SIGNED** on the date indicated below.

**JAMES DUNCAN AND ASSOCIATES,  
INC. d/b/a DUNCAN ASSOCIATES, a  
Texas corporation**

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas H. Muehlenbeck  
CITY MANAGER

**APPROVED AS TO FORM:**

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



# Exhibit A

## Scope of Services

### *General*

The Consultant will be responsible for preparing a draft development code document that addresses the organizational and format issues identified in the Consultant's *Zoning and Subdivision Regulations Assessment Report* (July 2008). This phase of work will focus primarily on document organization and formatting, page layout, illustrations and graphics, and preparing updated use tables, use classifications and definitions.

The final code document will be provided as a digital (editable) file, and code graphics will be provided in their native (editable) format.

### *Task 1: Project Meetings*

The Consultant will be available to attend up to two on-site project meetings during the course of the project as part of the lump sum budget. Other meetings will take place via telephone conference calls involving City staff and the consultant.

### *Task 2: Code Outline*

The Consultant will prepare up to two drafts of an annotated outline of the proposed reorganized (unified) code that addresses at least the following issues:

1. The overall organizational scheme (and numbering system) proposed to be used;
2. Page layout;
3. Style of graphic illustrations, tables and charts

The Consultant will work with City representative and/or representatives from Limehouse Software to ensure that the proposed document organization and format and format of all (text and graphic) digital files are compatible with the Limehouse Software now being implemented by the City.

### *Task 3: Initial Draft Development Code*

Following the conclusion of Task 1, the consultant team will begin the process of drafting the reorganized/reformatted development code. The initial draft will be delivered in components or "modules," with revised use tables and use classifications (definitions) making up one of the modules. The remaining modules will include reorganized and reformatted versions of existing zoning and subdivision ordinance content. Together, the modules will make up the entirety of the development code. The initial draft will not contain illustrations, although sample illustrations and placeholders (for future insertions of graphics) may be identified.

### *Task 4: Second (Illustrated) Draft Code*

Following city staff review and comment on the initial draft code document, the Consultant will consolidate the draft modules into a single document, incorporating proposed changes that respond to the comments received in preceding tasks. At this point in the drafting process, illustrations and graphics will be completed and inserted into the document.

*Task 5: Final Development Code Draft*

Based upon preceding reviews, final revisions will be completed and a final draft of the new development code will be provided to the city. The revised draft will respond to comments and suggestions from City staff and other reviewers.

## Exhibit B Compensation

The compensation due to the Consultant for satisfactory completion of the services described in Exhibit A is \$75,000, which covers all labor and non-labor costs.

The Consultant will bill the City on a monthly basis. Invoices will identify the work conducted during the preceding month, with billings based on the following estimated fee schedule:

Task	Total
1/ Meetings/Phone	\$ 3,500
2/ Code Outline	\$ 6,500
3/ Initial Code Draft	\$ 30,000
4/ Second Code Draft	\$ 25,000
5/ Final Code Draft	\$ 10,000
<b>Total</b>	<b>\$ 75,000</b>

Partial (percentage-based) billings of individual tasks or subtasks will be allowed, based on the percentage of completion of individual task or subtasks and labor hours expended. The City may authorize reallocation of fees among tasks.

### Additional Services

The City may request that the Consultant render additional professional services during the life of the project beyond the responsibilities identified in Exhibit A, including but not limited to meeting attendance beyond that specified in Exhibit A. Compensation to the Consultant for any additional services will be agreed to in writing prior to the service execution and paid on the basis of actual time and expenses, based on the following rates:

Personnel	Hourly Rates (\$)
Principal	175
Senior Associate	135
Associate	100
Attorney	200

# Exhibit C

## Schedule

The schedule for completion of the development code organization and formatting work described in Exhibit A, will be mutually agreed to by the Consultant and City at the start of each task. The following schedule, which assumes a mid-May 2009 contract approval date, provides a general estimate of task completion dates:

Task	Completion
1/ Meetings/Phone	Ongoing
2/ Code Outline	July '09
3/ Initial Code Draft	November '09
4/ Second Code Draft	January '10
5/ Final Code Draft	March '10

Exhibit D

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of **JAMES DUNCAN AND ASSOCIATES, INC. d/b/a DUNCAN ASSOCIATES**, a Texas corporation (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

**JAMES DUNCAN AND ASSOCIATES, INC.  
d/b/a DUNCAN ASSOCIATES, a Texas  
corporation**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>05/11/2009</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Police Department			Initials
Department Head	Gregory W. Rushin	Assistant City Manager		
Dept Signature:	<i>Gregory W. Rushin</i>	Deputy City Manager		<i>[Signature]</i>
		City Manager		<i>[Signature]</i>
Agenda Coordinator (include phone #): <b>Pam Haines, ext 2538</b>				
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				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an amendment to a Police/School Liaison Interlocal Agreement by and between the Plano Independent School District and the City of Plano; authorizing its execution by the City Manager or his designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2008-09</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		0	249,798	0
Encumbered/Expended Amount		0	0	0
This Item		0	-23,558	0
BALANCE		0	226,240	0
FUND(S): <b>GENERAL FUND (01)</b>				
<b>COMMENTS:</b> This item amends the current School Liaison Interlocal Agreement with Plano Independent School District (PISD) for FY 2008-09. Plano Independent School District (PISD) reimburses the City of Plano Police Department for 15% of the total cost of police personnel assigned to the School Liaison Program. This amendment reduces the number of police personnel provided to the PISD School Liaison Program and thus reduces the payments for services due to the City from PISD by \$23, 558 to \$226,240 for the agreement period October 1, 2008 through September 30, 2009.				
<b>STRATEGIC PLAN GOAL:</b> Interlocal agreements with the PISD School Liaison Program relate to the City's Goal of a Premiere City in which to live.				
<b>SUMMARY OF ITEM</b>				
Due to a projected budget deficit for the FY 2009-10, the Police Department is amending the current Interlocal Agreement between the City and the Plano Independent School District by reducing the number of Police officers by five (5) and by one (1) sergeant assigned to the School Liaison Program at the end of the 2008-09 school year for staffing purposes.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution, Exhibit "A", Memo, Spreadsheet				



P.O. Box 860358  
Plano, Texas 75086-0358  
972-941-2135  
Fax No. 972-941-2177  
<http://www.planopolice.org>

## **MEMORANDUM**

**DATE:** *May 1, 2009*

**TO:** *Bruce D. Glasscock, Deputy City Manager*

**FROM:** *Gregory W. Rushin, Chief of Police*

**SUBJECT:** **Resolution for Amendment to Plano SLO Contract**

Based on a projected budget deficit for Fiscal Year (FY) 2009/ 2010 Plano City Council identified a reduction in the School Liaison Program at the Middle School level in a budget work session on March 6, 2009. As a result the Police Department will also be removing one (1) Sergeant from this program, and reassigning that position within the Department.

Therefore, for staffing purposes, we need to amend the current Interlocal Agreement between the City and the Plano Independent School District to reflect five (5) less School Liaison Officers, and one (1) less Sergeant in the program, effective the end of the 2008 / 2009 school year. Since the contract is month to month, this will be effective July 1, 2009.

**REVISED PISD SCHOOL LIAISON CONTRACT -- FY 08/09 Following Reduction of 5 Middle School Officers**

Officers reduced at end of 2008--2009 School Year (June 2009)	FY08/09 Salary (effec 7/1/09 - 9/30/09)	RSP 3.13%	TMRS 14.04%	Health Insur \$10,230 per emp	Group Life 1.00%	Medicare 1.45%	Disability .08%	Total Per Officer
Officer #1	\$ 70,869	\$ 2,218	\$ 9,950	\$ 10,230	\$ 709	\$ 1,028	\$ 57	\$ 95,060
Officer #2	\$ 70,869	\$ 2,218	\$ 9,950	\$ 10,230	\$ 709	\$ 1,028	\$ 57	\$ 95,060
Officer #3	\$ 70,869	\$ 2,218	\$ 9,950	\$ 10,230	\$ 709	\$ 1,028	\$ 57	\$ 95,060
Officer #4	\$ 70,869	\$ 2,218	\$ 9,950	\$ 10,230	\$ 709	\$ 1,028	\$ 57	\$ 95,060
Officer #5	\$ 70,869	\$ 2,218	\$ 9,950	\$ 10,231	\$ 709	\$ 1,028	\$ 57	\$ 95,061
Officer #6	\$ 70,869	\$ 2,218	\$ 9,950	\$ 10,232	\$ 709	\$ 1,028	\$ 57	\$ 95,062
Officer #7	\$ 70,869	\$ 2,218	\$ 9,950	\$ 10,233	\$ 709	\$ 1,028	\$ 57	\$ 95,063
Officer #8	\$ 70,869	\$ 2,218	\$ 9,950	\$ 10,234	\$ 709	\$ 1,028	\$ 57	\$ 95,064
Officer #9	\$ 70,869	\$ 2,218	\$ 9,950	\$ 10,235	\$ 709	\$ 1,028	\$ 57	\$ 95,065
<b>Sergeants</b>								
Mike Michalski	\$ 83,541	\$ 2,615	\$ 11,729	\$ 10,230	\$ 835	\$ 1,211	\$ 67	\$ 110,229
<i>2 Sergeants at top-of-range</i>								
<b>TOTAL SAL/BENE FOR FY 08-09</b>	<b>\$ 721,363</b>	<b>\$ 22,579</b>	<b>\$ 101,279</b>	<b>\$ 102,315</b>	<b>\$ 7,214</b>	<b>\$ 10,460</b>	<b>\$ 577</b>	<b>\$ 965,787</b>
TOTAL SALARY	\$ 721,363							
TOTAL RSP	\$ 22,579							
TOTAL TMRS	\$ 101,279							
TOTAL HEALTH INSUR.		\$ 102,315						
TOTAL GROUP LIFE				\$ 7,214				
TOTAL MEDICARE						\$ 10,460		
TOTAL DISABILITY							\$ 577	
<b>TOTAL BENEFITS FOR FY 08-09</b>								<b>\$ 244,424</b>
<b>FY 08-09 TOTAL SAL. + BENE. =</b>	<b>\$ 965,787</b>							
<b>FY-08/09 O&amp;M Expenses</b>								
<b>LETs Expenses</b>		<b>TOTAL</b>						
LETs Materials (workbooks, certificates, incentive items)		\$ 4,500						
<b>Personal Issue O&amp;M</b>	<b>Cost per Employee</b>	<b>Total for 10 on-going personnel</b>						
Office Supplies	\$ 700	\$ 7,000						
Uniform: replacement	\$ 850	\$ 8,500						
Minor Apparatus: replace.	\$ 400	\$ 4,000						



Ammunition	\$ 1,000	\$ 10,000					
Training: on-going	\$ 1,050	\$ 10,500					
Natl Assoc. of SLO	\$ 24	\$ 240					
Pager Rental	\$ 84	\$ 840					
<b>O&amp;M Per Officer</b>	<b>\$ 4,108</b>	<b>\$ 41,080</b>					
<b>Vehicle Expenses</b>	<b>Cost Per Vehicle</b>						
Vehicle Depreciation for 2 Sgts	\$ 8,750						
Vehicle Maintenance for 2 Sgts	\$ 9,000						
Equipment in Vehicle O&M:	\$ 500						
Equipment in Vehicle Depreciation: (DVR/MDC, Mobile Radio, Emerg Lights, Prisoner barrier/seat)	\$ 7,500						
<b>Vehicle Costs</b>	<b>\$ 25,750</b>						
<b>Total SLO Program O&amp;M:</b>		<b>\$ 71,330</b>					
Personnel Issue Equip, LETS Materials, Vehicle Costs							
<b>TOTAL PERSONNEL &amp; OPERATING EXPENSES FOR FY 08-09 =</b>					<b>\$1,037,117</b>		
<b>CITY OF PLANO PORTION = 85% of FY 08/09 CONTRACT =</b>					<b>\$881,549</b>		
<b>PISD MONTHLY PORTION = 15% OF FY 08/09 CONTRACT =</b>					<b>\$155,568</b>		
					<b>\$12,964</b>		<b>(Effective for July, August &amp; September 2009)</b>

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AMENDMENT TO A POLICE/SCHOOL LIAISON INTERLOCAL AGREEMENT BY AND BETWEEN THE PLANO INDEPENDENT SCHOOL DISTRICT AND THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Plano City Council on September 8, 2008 approved Resolution No. 2008-9-3(R) authorizing an Interlocal Agreement by and between the City of Plano and Plano Independent School District for Police/School Liaison officers for the period October 1, 2008 through September 30, 2009 (hereafter "Agreement"); and

**WHEREAS**, PISD and City executed the Agreement on August 13, 2008 and September 11, 2008, respectively; and

**WHEREAS**, City and PISD have agreed to amend the Agreement as hereinafter set forth; 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 his designee shall be authorized to execute it on behalf of the City of Plano.

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

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

**Section II.** The City Manager or his designee 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 Amendment.

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

**DULY PASSED AND APPROVED** this the 11<sup>th</sup> day of May, 2009.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

Exhibit A to Resolution No. \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

**AMENDMENT TO  
POLICE/SCHOOL LIAISON INTERLOCAL AGREEMENT  
BY AND BETWEEN THE CITY OF PLANO, TEXAS  
AND THE PLANO INDEPENDENT SCHOOL DISTRICT**

THIS AMENDMENT ("Amendment") is entered into by and between the CITY OF PLANO, a Texas municipal corporation of Collin County, Texas (the "City"), and PLANO INDEPENDENT SCHOOL DISTRICT, ("PISD");

**RECITALS:**

**WHEREAS**, the Plano City Council on September 8, 2008 approved Resolution No. 2008-9-3(R) authorizing an Interlocal Agreement by and between the City of Plano and Plano Independent School District for Police/School Liaison officers for the period October 1, 2008 through September 30, 2009 (hereafter "Agreement"); and

**WHEREAS**, PISD and City executed the Agreement on August 13, 2008 and September 11, 2008, respectively; and

**WHEREAS**, City and PISD have agreed to amend the Agreement as hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

1. During the period July 1, 2009 through September 30, 2009 the total number of police officers provided to the School Liaison Program under the Agreement shall be reduced by five (5) officers and one (1) sergeant.
2. For the months July, August, and September 2009, the monthly payments due to City for services provided under the Agreements shall be reduced to Twelve Thousand Nine Hundred and Sixty Four Dollars (\$12,964.00) per month.
3. Except as expressly amended by this Amendment, the Agreement remains in full force and effect as provided therein.

**EXECUTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by City, signing by and through its City Manager or his designee, duly authorized to execute same by Resolution No. \_\_\_\_\_(R) approved by the City Council on May 11, 2009, and by PISD, signing by and through its authorized representative, duly authorized to execute same by action of the Plano Independent School District Board on \_\_\_\_\_, 2009.

Exhibit A to Resolution No. \_\_\_\_\_

CITY OF PLANO:

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas H. Muehlenbeck, City Manager

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

PLANO INDEPENDENT SCHOOL  
DISTRICT

\_\_\_\_\_  
Jeff Bailey  
Deputy Superintendent



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>5/11/09</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Police Department		Initials	Date
Department Head	Gregory W. Rushin		Assistant City Manager	
Dept Signature:	<i>Gregory W. Rushin</i>		Deputy City Manager	<i>[Signature]</i>
			City Manager	<i>[Signature]</i>
Agenda Coordinator (include phone #): <b>Pam Haines, ext 2538</b>				
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				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an amendment to a Police/School Liaison Interlocal Agreement by and between the Frisco Independent School District and the City of Plano; authorizing its execution by the City Manager or his designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2008-09</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		0	49,834	0
Encumbered/Expended Amount		0	0	0
This Item		0	4,152	0
BALANCE		0	53,986	0
FUND(S): <b>GENERAL FUND</b>				
<b>COMMENTS:</b> This item approves an increase in revenue for the School Liaison Interlocal Agreement with Frisco ISD for the month of September 2009 only. The estimated additional revenue is \$4,152.80.				
<b>STRATEGIC PLAN GOAL:</b> The School Liaison Interlocal Agreement relates to the City's Goal of Livable and Sustainable Community.				
<b>SUMMARY OF ITEM</b>				
Due to projected budget deficits in FY 2009-10, the Frisco Independent School District has agreed to pay 100 percent of the cost of a Plano Police Officer assigned to Fowler Middle School, located within the City of Plano. This agreement begins in September 2009.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution, Exhibit "A", Memo, Spreadsheet				



P.O. Box 860358  
Plano, Texas 75086-0358  
972-941-2135  
Fax No. 972-941-2177  
<http://www.planopolice.org>

## **MEMORANDUM**

**DATE:** *May 1, 2009*

**TO:** *Bruce D. Glasscock, Deputy City Manager*

**FROM:** *Gregory W. Rushin, Chief of Police*

**SUBJECT:** *Resolution for Amendment to Frisco SLO Contract*

The Frisco Independent School District has Fowler Middle School in Plano. We have a School Liaison Officer assigned to this school, and they currently pay 50% for this Officer. Based on a projected deficit for Fiscal Year (FY) 2009 / 2010 Frisco Independent School District has agreed to pay 100% for this Officer at the beginning of the 2009 / 2010 School Year. This is an amendment to the School Liaison contract with Frisco Independent School District to begin payment of 100% for this School Liaison Officer beginning September 1, 2009, as this contract is month to month.

FISD SCHOOL LIAISON PROGRAM -- FY 08/09

Officer for FY 2008-09 School Year	FY08/09 Salary (effec 10/1/08 - 9/30/09)	RSP 3.13%	TMRS 14.04%	Health Insur \$10,230 per emp	Group Life 1.00%	Medicare 1.45%	Disability .08%	Total Per Officer
Police Officer #1	\$ 70,869.15	\$ 2,218.20	\$ 9,950.03	\$ 10,230	\$ 708.69	\$ 1,027.60	\$ 56.70	\$ 95,060.37
<b>On-Going Operating Expenses per Employee</b>								
LETS Supplies	\$ 500							
Office Supplies	\$ 700							
Uniform: replacement	\$ 850							
Minor Apparatus: replace.	\$ 400							
Ammunition	\$ 1,000							
Training: on-going	\$ 1,050							
Nat'l Assoc. of SLO	\$ 24							
Pager Rental	\$ 84							
<b>O&amp;M Per Officer</b>	<b>\$ 4,608</b>							
<b>TOTAL PERSONNEL &amp; OPERATING EXPENSES FOR FY 08-09 = \$ 99,668.37</b>								
CITY OF PLANO PORTION = 50%								
FRISCO ISD PORTION = 50%								
COST PER MONTH FOR FISD = \$ 4,152.85 (Applicable for October 2008 through August 2009)								
REVISION TO FISD CONTRACT FOR SEPTEMBER 2009 ONLY = \$ 8,305.70 (Applicable for September 2009 only)								

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AMENDMENT TO A POLICE/SCHOOL LIAISON INTERLOCAL AGREEMENT BY AND BETWEEN THE FRISCO INDEPENDENT SCHOOL DISTRICT AND THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Plano City Council on September 8, 2008 approved Resolution No. 2008-9-4(R) authorizing an Interlocal Agreement by and between the City of Plano and Frisco Independent School District for Police/School Liaison officer for the period October 1, 2008 through September 30, 2009 (hereafter "Agreement"); and

**WHEREAS**, FISD and City executed the Agreement on July 21, 2008 and September 11, 2008, respectively; and

**WHEREAS**, City and FISD have agreed to amend the Agreement as hereinafter set forth; 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 his designee shall be authorized to execute it on behalf of the City of Plano.

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

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

**Section II.** The City Manager or his designee 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 Amendment.

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

**DULY PASSED AND APPROVED** this the 11<sup>th</sup> day of May, 2009.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

Exhibit A to Resolution No. \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

**AMENDMENT TO  
POLICE/SCHOOL LIAISON INTERLOCAL AGREEMENT  
BY AND BETWEEN THE CITY OF PLANO, TEXAS  
AND THE FRISCO INDEPENDENT SCHOOL DISTRICT**

THIS AMENDMENT ("Amendment") is entered into by and between the CITY OF PLANO, a Texas municipal corporation of Collin County, Texas (the "City"), and FRISCO INDEPENDENT SCHOOL DISTRICT, (the "FISD");

**RECITALS:**

**WHEREAS**, the Plano City Council on September 8, 2008 approved Resolution No. 2008-9-4(R) authorizing an Interlocal Agreement by and between the City of Plano and Frisco Independent School District for Police/School Liaison officers for the period October 1, 2008 through September 30, 2009 (hereafter "Agreement"); and

**WHEREAS**, FISD and City executed the Agreement on July 21, 2008 and September 11, 2008, respectively; and

**WHEREAS**, City and FISD have agreed to amend the Agreement as hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

1. For the month of September 2009, the monthly payments due to City for services provided under the Agreements shall be increased to Eight Thousand Three Hundred Five Dollars and Sixty Cents (\$8,305.60) per month.
2. Except as expressly amended by this Amendment, the Agreement remains in full force and effect as provided therein.

**EXECUTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by City, signing by and through its City Manager or his designee, duly authorized to execute same by Resolution No. \_\_\_\_\_ (R) approved by the City Council on May 11, 2009, and by FISD, signing by and through its authorized representative, duly authorized to execute same by action of the Frisco Independent School District Board on \_\_\_\_\_, 2009.

Exhibit A to Resolution No. \_\_\_\_\_

CITY OF PLANO:

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas H. Muehlenbeck, City Manager

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

FRISCO INDEPENDENT SCHOOL  
DISTRICT

\_\_\_\_\_  
Richard Wilkinson, Assistant Superintendent,  
Facilities and Services



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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 <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>05/11/09</b>		Reviewed by Legal <i>JD</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Finance		Initials	Date
Department Head	Denise Tacke <i>DT</i>	Assistant City Manager	<i>[Signature]</i>	<i>5/11/09</i>
Dept Signature:		Deputy City Manager	<i>[Signature]</i>	<i>5/11/09</i>
		City Manager	<i>[Signature]</i>	<i>4/28/09</i>
Agenda Coordinator (include phone #):		<b>Katherine Crumbley - 7479</b> <i>KWC</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				
<b>CAPTION</b>				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE INVESTMENT PORTFOLIO SUMMARY FOR THE QUARTER ENDING MARCH 31, 2009; AND PROVIDING AN EFFECTIVE DATE				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
Quarterly Investment report ending March 31, 2009.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Investment Portfolio Summary				

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS,  
APPROVING THE INVESTMENT PORTFOLIO SUMMARY FOR THE QUARTER  
ENDING MARCH 31, 2009 AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council has been presented the City of Plano's Investment Portfolio Summary for the Quarter Ending March 31, 2009, 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 March 31, 2009, 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**  
**March 31, 2009**

The investment portfolio of the City of Plano is in compliance with the Public Funds Investment Act and the City's Investment Policy and strategies.

---

City Manager

---

Director of Finance

---

Treasurer

**Strategy Summary:**

As the economy continued to contract during the first quarter, the Federal Open Markets Committee (FOMC) maintained the Fed Funds target rate at "a range between 0 and 0.25%". Job losses, declining equity and housing wealth, and tight credit conditions have weighed on consumer sentiment and spending. Weaker sales prospects and difficulties in obtaining credit have led businesses to cut back on inventories and fixed investment. U.S. exports have slumped as the number of major trading partners have also fallen into recessions. Although the near-term economic outlook is weak, the FOMC anticipates that policy actions to stabilize financial markets and institutions, together with fiscal and monetary stimulus, will contribute to a gradual resumption of sustainable economic growth. (3)

**Quarter End Results by Investment Category:**

<u>Asset Type</u>	<u>Ave. Yield</u>	<u>March 31, 2009</u>		<u>December 31, 2008</u>	
		<u>End Book Value</u>	<u>End Market Value</u>	<u>End Book Value</u>	<u>End Market Value</u>
Pools/NOW Accounts	0.82%	243,815,490.51	243,815,490.51	279,135,665.79	279,135,665.79
Certificates of Deposit	1.79%	77,500,000.00	77,500,000.00	17,000,000.00	17,000,000.00
FHLB Notes	1.43%	58,014,690.88	58,221,220.00	1,999,509.22	2,030,000.00
FHLMC Notes	0.00%	-	-	9,999,712.14	10,033,030.00
FNMA Notes	5.18%	997,751.06	1,065,310.00	997,462.55	1,077,500.00
<b>Totals</b>		<b>380,327,932.45</b>	<b>380,602,020.51</b>	<b>309,132,349.70</b>	<b>309,276,195.79</b>

**Average Yield (1):**

Total Portfolio 1.12%

**Fiscal Year-to-Date Average Yield (2):**

Total Portfolio 1.4%

<b>This Quarter:</b>	
Rolling Three Month Treasury Yield	0.21%
Rolling Six Month Treasury Yield	0.40%
TexPool Yield	0.73%

<b>Last 12 Months:</b>	
Rolling Three Month Treasury Yield	0.95%
Rolling Six Month Treasury Yield	1.25%
TexPool Yield	1.78%

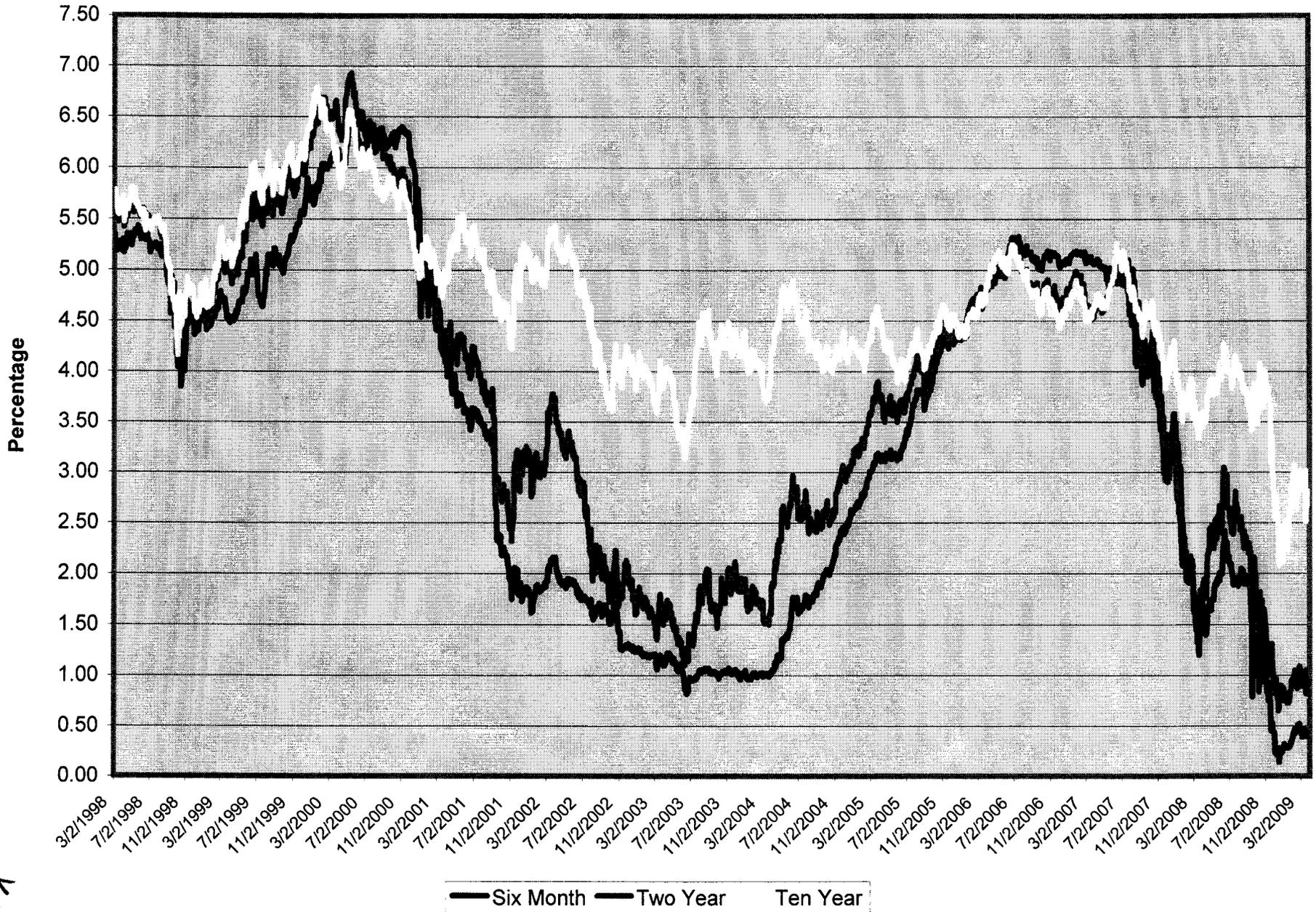
**Investment Earnings:** \$ 646,009.25 Quarter  
 \$ 2,138,235.98 Fiscal Year To Date

(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.

(3) Source: Federal Reserve Press Release.

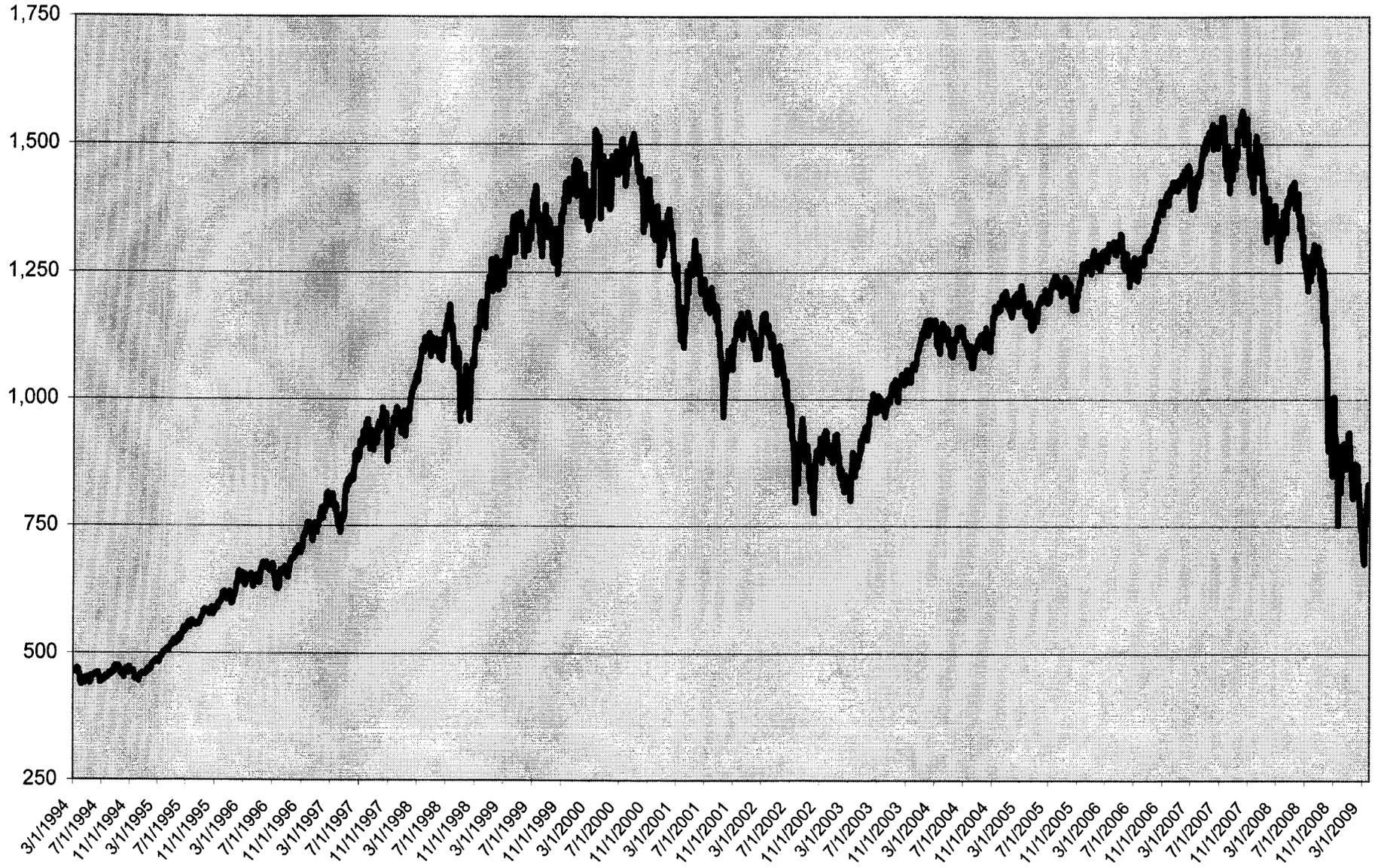
# US Treasury Historical Yields



K-5

K-6

# S&P 500



**Detail of Security Holdings**  
**March 31, 2009**

**By Sector**

Security Description	Ratings	Coupon/ YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield
Legacy NOW Account		0.93%	04/01/09	03/31/09		30,585,312.94	30,585,312.94	30,585,312.94	1.000	30,585,312.94	0.03	0.93%
Texas Daily	AAAm	0.84%	04/01/09	03/31/09		110,128,661.35	110,128,661.35	110,128,661.35	1.000	110,128,661.35	0.03	0.84%
TexPool	AAAm	0.76%	04/01/09	03/31/09		103,101,516.22	103,101,516.22	103,101,516.22	1.000	103,101,516.22	0.03	0.76%
Certificate of Deposit		2.69%	07/09/09	12/09/08		7,000,000.00	7,000,000.00	7,000,000.00	1.000	7,000,000.00	3.28	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	8.36	3.09%
Certificate of Deposit		1.54%	04/09/09	01/08/09		1,000,000.00	1,000,000.00	1,000,000.00	1.000	1,000,000.00	0.30	1.54%
Certificate of Deposit		1.54%	04/15/09	01/15/09		3,000,000.00	3,000,000.00	3,000,000.00	1.000	3,000,000.00	0.49	1.54%
Certificate of Deposit		1.54%	04/23/09	01/22/09		1,000,000.00	1,000,000.00	1,000,000.00	1.000	1,000,000.00	0.75	1.54%
Certificate of Deposit		1.79%	07/23/09	01/22/09		1,000,000.00	1,000,000.00	1,000,000.00	1.000	1,000,000.00	3.74	1.79%
Certificate of Deposit		1.54%	04/30/09	01/29/09		1,500,000.00	1,500,000.00	1,500,000.00	1.000	1,500,000.00	0.98	1.54%
Certificate of Deposit		1.79%	07/30/09	01/29/09		3,000,000.00	3,000,000.00	3,000,000.00	1.000	3,000,000.00	3.97	1.79%
Certificate of Deposit		1.94%	01/28/10	01/29/09		2,000,000.00	2,000,000.00	2,000,000.00	1.000	2,000,000.00	9.93	1.94%
Certificate of Deposit		1.54%	05/07/09	02/05/09		4,000,000.00	4,000,000.00	4,000,000.00	1.000	4,000,000.00	1.21	1.54%
Certificate of Deposit		1.79%	08/06/09	02/05/09		10,000,000.00	10,000,000.00	10,000,000.00	1.000	10,000,000.00	4.20	1.79%
Certificate of Deposit		1.44%	05/21/09	02/19/09		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	1.67	1.44%
Certificate of Deposit		1.49%	08/20/09	02/26/09		13,000,000.00	13,000,000.00	13,000,000.00	1.000	13,000,000.00	4.66	1.49%
Certificate of Deposit		0.92%	05/27/09	03/27/09		11,000,000.00	11,000,000.00	11,000,000.00	1.000	11,000,000.00	1.87	0.92%
Certificate of Deposit		1.40%	03/18/10	03/27/09		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	11.54	1.40%
FHLB Note	AAA	5.40%	08/20/12	08/20/07		1,000,000.00	1,000,000.00	1,000,000.00	1.000	1,016,560.00	40.59	5.40%
FHLB Note	AAA	1.30%	07/30/10	02/25/09		21,000,000.00	21,015,778.77	21,014,690.88	1.004	21,091,980.00	15.93	1.25%
FHLB Note	AAA	1.42%	09/30/10	03/02/09		36,000,000.00	36,000,000.00	36,000,000.00	1.003	36,112,680.00	17.97	1.42%
FNMA Note	AAA	5.05%	02/07/11	02/07/06	11/17/03	1,000,000.00	994,375.00	997,751.06	1.071	1,065,310.00	22.23	5.18%

<b>TOTAL</b>						<b>\$ 380,315,490.51</b>	<b>\$ 380,325,644.28</b>	<b>\$ 380,327,932.45</b>		<b>\$ 380,602,020.51</b>	<b>3.67</b>	<b>1.08%</b>
											(1)	(2)

(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

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

157

**Detail of Security Holdings** **By Maturity**  
**March 31, 2009**

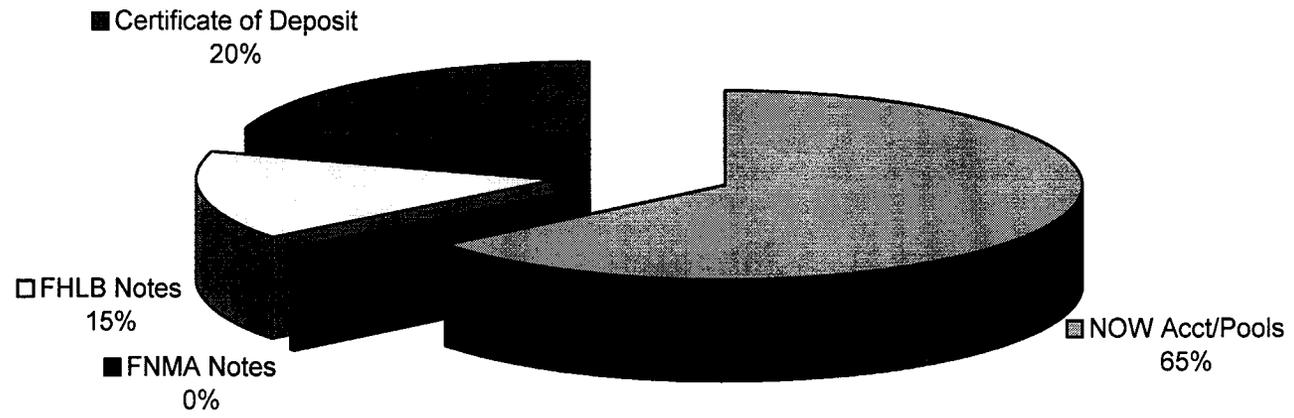
Security Description	Ratings	Coupon/ YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield
Legacy NOW Account		0.93%	04/01/09	03/31/09		30,585,312.94	30,585,312.94	30,585,312.94	1.000	30,585,312.94	0.03	0.93%
Texas Daily	AAAm	0.84%	04/01/09	03/31/09		110,128,661.35	110,128,661.35	110,128,661.35	1.000	110,128,661.35	0.03	0.84%
TexPool	AAAm	0.76%	04/01/09	03/31/09		103,101,516.22	103,101,516.22	103,101,516.22	1.000	103,101,516.22	0.03	0.76%
Certificate of Deposit		1.54%	04/09/09	01/08/09		1,000,000.00	1,000,000.00	1,000,000.00	1.000	1,000,000.00	0.30	1.54%
Certificate of Deposit		1.54%	04/15/09	01/15/09		3,000,000.00	3,000,000.00	3,000,000.00	1.000	3,000,000.00	0.49	1.54%
Certificate of Deposit		1.54%	04/23/09	01/22/09		1,000,000.00	1,000,000.00	1,000,000.00	1.000	1,000,000.00	0.75	1.54%
Certificate of Deposit		1.54%	04/30/09	01/29/09		1,500,000.00	1,500,000.00	1,500,000.00	1.000	1,500,000.00	0.98	1.54%
Certificate of Deposit		1.54%	05/07/09	02/05/09		4,000,000.00	4,000,000.00	4,000,000.00	1.000	4,000,000.00	1.21	1.54%
Certificate of Deposit		1.44%	05/21/09	02/19/09		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	1.67	1.44%
Certificate of Deposit		0.92%	05/27/09	03/27/09		11,000,000.00	11,000,000.00	11,000,000.00	1.000	11,000,000.00	1.87	0.92%
Certificate of Deposit		2.69%	07/09/09	12/09/08		7,000,000.00	7,000,000.00	7,000,000.00	1.000	7,000,000.00	3.28	2.69%
Certificate of Deposit		1.79%	07/23/09	01/22/09		1,000,000.00	1,000,000.00	1,000,000.00	1.000	1,000,000.00	3.74	1.79%
Certificate of Deposit		1.79%	07/30/09	01/29/09		3,000,000.00	3,000,000.00	3,000,000.00	1.000	3,000,000.00	3.97	1.79%
Certificate of Deposit		1.79%	08/06/09	02/05/09		10,000,000.00	10,000,000.00	10,000,000.00	1.000	10,000,000.00	4.20	1.79%
Certificate of Deposit		1.49%	08/20/09	02/26/09		13,000,000.00	13,000,000.00	13,000,000.00	1.000	13,000,000.00	4.66	1.49%
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	8.36	3.09%
Certificate of Deposit		1.94%	01/28/10	01/29/09		2,000,000.00	2,000,000.00	2,000,000.00	1.000	2,000,000.00	9.93	1.94%
Certificate of Deposit		1.40%	03/18/10	03/27/09		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	11.54	1.40%
FHLB Note	AAA	1.30%	07/30/10	02/25/09		21,000,000.00	21,015,778.77	21,014,690.88	1.004	21,091,980.00	15.93	1.25%
FHLB Note	AAA	1.42%	09/30/10	03/02/09		36,000,000.00	36,000,000.00	36,000,000.00	1.003	36,112,680.00	17.97	1.42%
FNMA Note	AAA	5.05%	02/07/11	02/07/06	11/17/03	1,000,000.00	994,375.00	997,751.06	1.071	1,065,310.00	22.23	5.18%
FHLB Note	AAA	5.40%	08/20/12	08/20/07		1,000,000.00	1,000,000.00	1,000,000.00	1.000	1,016,560.00	40.59	5.40%
<b>TOTAL</b>						<b>\$ 380,315,490.51</b>	<b>\$ 380,325,644.28</b>	<b>\$ 380,327,932.45</b>		<b>\$ 380,602,020.51</b>	<b>3.67</b>	<b>1.08%</b>

(1) (2)

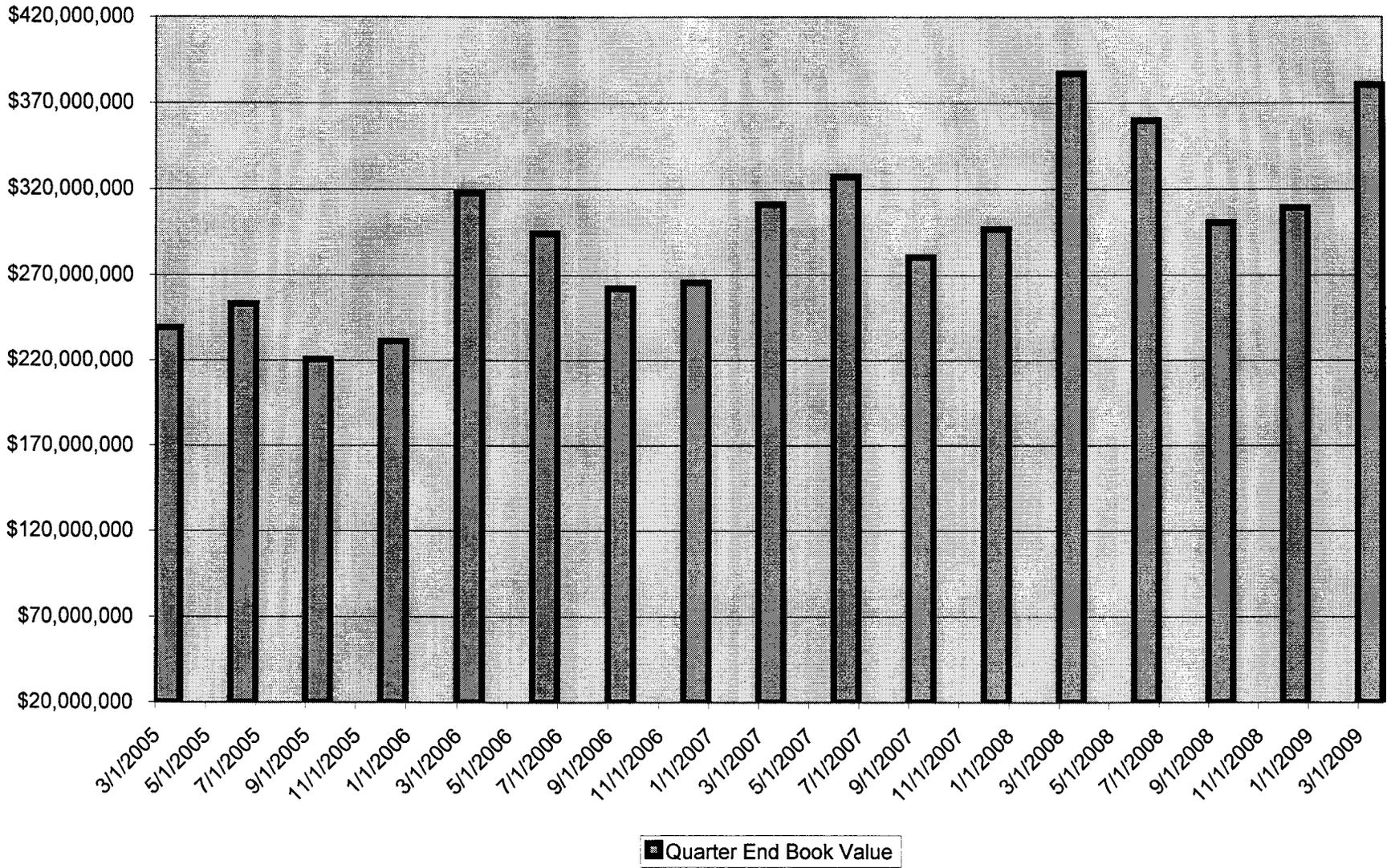
(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

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

**Portfolio Composition**  
**03/31/09**



### Total Portfolio



## Adjusted Book Value Comparison

Security Description	Coupon/ Yield	Maturity Date	December 31, 2008		Purchase Adjustment	Maturity/Call/ Adjustment	March 31, 2009	
			Par Value	Adjusted Book Value			Par Value	Adjusted Book Value
Legacy NOW Account	0.93%	01/01/09	37,393,745.57	37,393,745.57	-	(6,808,432.63)	30,585,312.94	30,585,312.94
Texas Daily	0.84%	01/01/09	-	-	110,128,661.35	-	110,128,661.35	110,128,661.35
TexPool	0.76%	01/01/09	241,741,920.22	241,741,920.22	-	(138,640,404.00)	103,101,516.22	103,101,516.22
Certificate of Deposit	2.69%	07/09/09	7,000,000.00	7,000,000.00	-	-	7,000,000.00	7,000,000.00
Certificate of Deposit	3.09%	12/11/09	10,000,000.00	10,000,000.00	-	-	10,000,000.00	10,000,000.00
Certificate of Deposit	1.54%	04/09/09	-	-	1,000,000.00	-	1,000,000.00	1,000,000.00
Certificate of Deposit	1.54%	04/15/09	-	-	3,000,000.00	-	3,000,000.00	3,000,000.00
Certificate of Deposit	1.54%	04/23/09	-	-	1,000,000.00	-	1,000,000.00	1,000,000.00
Certificate of Deposit	1.79%	07/23/09	-	-	1,000,000.00	-	1,000,000.00	1,000,000.00
Certificate of Deposit	1.54%	04/30/09	-	-	1,500,000.00	-	1,500,000.00	1,500,000.00
Certificate of Deposit	1.79%	07/30/09	-	-	3,000,000.00	-	3,000,000.00	3,000,000.00
Certificate of Deposit	1.94%	01/28/10	-	-	2,000,000.00	-	2,000,000.00	2,000,000.00
Certificate of Deposit	1.54%	05/07/09	-	-	4,000,000.00	-	4,000,000.00	4,000,000.00
Certificate of Deposit	1.79%	08/06/09	-	-	10,000,000.00	-	10,000,000.00	10,000,000.00
Certificate of Deposit	1.44%	05/21/09	-	-	5,000,000.00	-	5,000,000.00	5,000,000.00
Certificate of Deposit	1.49%	08/20/09	-	-	13,000,000.00	-	13,000,000.00	13,000,000.00
Certificate of Deposit	0.92%	05/27/09	-	-	11,000,000.00	-	11,000,000.00	11,000,000.00
Certificate of Deposit	1.40%	03/18/10	-	-	5,000,000.00	-	5,000,000.00	5,000,000.00
FHLB Note	5.40%	08/20/12	1,000,000.00	1,000,000.00	-	-	1,000,000.00	1,000,000.00
FHLB Note	1.30%	07/30/10	-	-	21,014,690.88	-	21,000,000.00	21,014,690.88
FHLB Note	1.42%	09/30/10	-	-	36,000,000.00	-	36,000,000.00	36,000,000.00
FHLB Note	5.00%	10/29/12	1,000,000.00	999,509.22	-	(999,509.22)	-	-
FHLMC Note	5.00%	07/22/13	2,000,000.00	1,999,712.14	-	(1,999,712.14)	-	-
FHLMC Note	4.38%	07/28/11	3,000,000.00	3,000,000.00	-	(3,000,000.00)	-	-
FHLMC Note	4.05%	11/21/11	5,000,000.00	5,000,000.00	-	(5,000,000.00)	-	-
FNMA Note	5.05%	02/07/11	1,000,000.00	997,462.55	288.51	-	1,000,000.00	997,751.06
<b>TOTAL</b>			<b>\$ 309,135,665.79</b>	<b>\$ 309,132,349.70</b>	<b>\$ 227,643,640.74</b>	<b>\$ (156,448,057.99)</b>	<b>\$ 380,315,490.51</b>	<b>\$ 380,327,932.45</b>

## Market Value Comparison

Security Description	Coupon/ Yield	Maturity Date	December 31, 2008		Qtr to Qtr Change	March 31, 2009	
			Par Value	Market Value		Par Value	Market Value
Legacy NOW Account	0.93%	01/01/09	37,393,745.57	37,393,745.57	(6,808,432.63)	30,585,312.94	30,585,312.94
Texas Daily	0.84%	01/01/09	-	-	110,128,661.35	110,128,661.35	110,128,661.35
TexPool	0.76%	01/01/09	241,741,920.22	241,741,920.22	(138,640,404.00)	103,101,516.22	103,101,516.22
Certificate of Deposit	2.69%	07/09/09	7,000,000.00	7,000,000.00	-	7,000,000.00	7,000,000.00
Certificate of Deposit	3.09%	12/11/09	10,000,000.00	10,000,000.00	-	10,000,000.00	10,000,000.00
Certificate of Deposit	1.54%	04/09/09	-	-	1,000,000.00	1,000,000.00	1,000,000.00
Certificate of Deposit	1.54%	04/15/09	-	-	3,000,000.00	3,000,000.00	3,000,000.00
Certificate of Deposit	1.54%	04/23/09	-	-	1,000,000.00	1,000,000.00	1,000,000.00
Certificate of Deposit	1.79%	07/23/09	-	-	1,000,000.00	1,000,000.00	1,000,000.00
Certificate of Deposit	1.54%	04/30/09	-	-	1,500,000.00	1,500,000.00	1,500,000.00
Certificate of Deposit	1.79%	07/30/09	-	-	3,000,000.00	3,000,000.00	3,000,000.00
Certificate of Deposit	1.94%	01/28/10	-	-	2,000,000.00	2,000,000.00	2,000,000.00
Certificate of Deposit	1.54%	05/07/09	-	-	4,000,000.00	4,000,000.00	4,000,000.00
Certificate of Deposit	1.79%	08/06/09	-	-	10,000,000.00	10,000,000.00	10,000,000.00
Certificate of Deposit	1.44%	05/21/09	-	-	5,000,000.00	5,000,000.00	5,000,000.00
Certificate of Deposit	1.49%	08/20/09	-	-	13,000,000.00	13,000,000.00	13,000,000.00
Certificate of Deposit	0.92%	05/27/09	-	-	11,000,000.00	11,000,000.00	11,000,000.00
Certificate of Deposit	1.40%	03/18/10	-	-	5,000,000.00	5,000,000.00	5,000,000.00
FHLB Note	5.40%	08/20/12	1,000,000.00	1,027,190.00	(10,630.00)	1,000,000.00	1,016,560.00
FHLB Note	1.30%	07/30/10	-	-	21,091,980.00	21,000,000.00	21,091,980.00
FHLB Note	1.42%	09/30/10	-	-	36,112,680.00	36,000,000.00	36,112,680.00
FHLB Note	5.00%	10/29/12	1,000,000.00	1,002,810.00	(1,002,810.00)	-	-
FHLMC Note	5.00%	07/22/13	2,000,000.00	2,004,160.00	(2,004,160.00)	-	-
FHLMC Note	4.38%	07/28/11	3,000,000.00	3,007,620.00	(3,007,620.00)	-	-
FHLMC Note	4.05%	11/21/11	5,000,000.00	5,021,250.00	(5,021,250.00)	-	-
FNMA Note	5.05%	02/07/11	1,000,000.00	1,077,500.00	(12,190.00)	1,000,000.00	1,065,310.00
<b>TOTAL</b>			<b>\$ 309,135,665.79</b>	<b>\$ 309,276,195.79</b>	<b>\$ 71,325,824.72</b>	<b>\$ 380,315,490.51</b>	<b>\$ 380,602,020.51</b>

**Allocation****March 31, 2009**

<b>Book Value</b>	<b>% Equity in Treasury Pool</b>	<b>Book Value Fund Allocation</b>
<b>General Fund</b>	21.09%	80,193,202.86
<b>Debt Service Funds</b>	4.94%	18,803,875.07
<b>Capital Projects Funds</b>	9.21%	35,027,238.59
<b>Enterprise Funds</b>	7.99%	30,378,110.46
<b>Special Revenue Funds</b>	10.74%	40,841,403.58
<b>Internal Service Funds</b>	8.59%	32,675,126.36
<b>Fiduciary Funds</b>	37.44%	142,408,975.53
<b>Totals</b>	<b>100.00%</b>	<b>380,327,932.45</b>

<b>Market Value</b>	<b>% Equity in Treasury Pool</b>	<b>Market Value Fund Allocation</b>
<b>General Fund</b>	21.09%	80,250,995.09
<b>Debt Service Funds</b>	4.94%	18,817,426.31
<b>Capital Projects Funds</b>	9.21%	35,052,481.41
<b>Enterprise Funds</b>	7.99%	30,400,002.82
<b>Special Revenue Funds</b>	10.74%	40,870,836.44
<b>Internal Service Funds</b>	8.59%	32,698,674.10
<b>Fiduciary Funds</b>	37.44%	142,511,604.33
<b>Totals</b>	<b>100.00%</b>	<b>380,602,020.51</b>

Allocations are based upon fund equity in the Treasury Pool at the end of the period.



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>5/11/09</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Finance			Initials	Date
Department Head	Denise Tacke	Assistant City Manager	<i>[Signature]</i>		5-5-09
Dept Signature:		Deputy City Manager	<i>[Signature]</i>		5/5/09
		City Manager	<i>[Signature]</i>		5/5/09
Agenda Coordinator (include phone #):		<b>Katherine Crumbley - 7479</b>			
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	
<b>CAPTION</b>					
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING AN AMENDMENT TO THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND INVENSYS SYSTEMS, INC., A MASSACHUSETTS CORPORATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE		<input checked="" type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input type="checkbox"/> CIP	
FISCAL YEAR:	<b>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	12,391,869	0	<b>12,391,869</b>
Encumbered/Expended Amount		0	-1,194,773	-3,258,877	<b>-4,453,650</b>
This Item		0	14,400		<b>14,400</b>
BALANCE		0	11,211,496	-3,258,877	<b>7,952,619</b>
FUND(S):					
COMMENTS:					
<b>SUMMARY OF ITEM</b>					
Invensys Systems Inc. asked to have their job requirements reduced due to Force Majure so they are being paid for 76 jobs rather than 85 reducing their grant from \$136,000 to \$121,600, a difference of \$14,400.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Amended Economic Development Incentive Agreement					

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING AN AMENDMENT TO THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND INVENSYS SYSTEMS, INC., A MASSACHUSETTS CORPORATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Plano City Council adopted Resolution No. 2007-10-35(R) on October 22, 2007, approving an economic incentive agreement (the "Agreement") with Invensys Systems, Inc., a Massachusetts Corporation; and

**WHEREAS**, the City Council has been presented a proposed amendment to the Agreement 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 his designee, shall be authorized to execute it on behalf of the City of Plano.

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

**Section I.** The terms and conditions of the 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 his designee, 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 immediately upon its passage.

**DULY PASSED AND APPROVED** this the 11th day of May, 2009.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

**AMENDMENT TO  
ECONOMIC INCENTIVE AGREEMENT BETWEEN THE  
CITY OF PLANO, TEXAS AND INVENSYS SYSTEMS, INC.**

THIS AMENDMENT ("Amendment") is entered into by and between the City of Plano, a Texas municipal corporation of Collin County, Texas (the "City"), and Invensys Systems Inc., a Massachusetts corporation, (hereinafter referred to as the ("Company")).

**RECITALS:**

WHEREAS, the Plano City Council adopted Resolution No. 2007-10-35(R) on October 22, 2007, approving an economic incentive agreement (the "Agreement") with Company; and

WHEREAS, City and Company have agreed to amend the Agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

1. All references in the Agreement to the number of Job Equivalents to be retained, created or transferred to the Property shall be amended to read 76 Job Equivalents.
2. In lieu of the payment of One Hundred and Thirty Six Thousand Dollars (\$136,000.00) for the creation of 85 Job Equivalents, the City agrees to pay the Company One Hundred Twenty One Thousand Six Hundred Dollars (\$121,600.00) for the creation, retention or transfer of at least 76 Job Equivalents on the Property by December 31, 2008 and the maintenance of that number on the Property for the full term of the agreement.

Except as expressly revised by this Amendment, the Agreement remains in full force and effect as provided therein.

[Remainder of Page Intentionally Left Blank]

This Amendment is **EXECUTED** on the 11<sup>th</sup> day of May, 2009, by City, signing by and through its City Manager, or his authorized designee, duly authorized to execute same by Resolution No. \_\_\_\_\_ (R) approved by the City Council on May 11, 2009.

CITY OF PLANO:

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas H. Muehlenbeck, City Manager

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

INVENSYS SYSTEMS, INC.,  
a Massachusetts corporation

By: \_\_\_\_\_  
Name:  
Title:

L-4



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>5/11/09</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Development Services			Initials	Date
Department Head	Frank Turner			Assistant City Manager	
Dept Signature:	<i>[Signature]</i>			Deputy City Manager	
				City Manager	
Agenda Coordinator (include phone #):		<b>Lynne Jones - 7109</b>			

**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 AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS, AND PINNACLE AMS DEVELOPMENT COMPANY, LLC, FOR DEVELOPMENT OF EASTSIDE STATION – PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; 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 amendment to the development agreement with Pinnacle AMS Development Company, LLC, for the development of Eastside Station – Plano, will accomplish the following:

- Extend the date for Southern's acquisition of the Eisenberg property from June 1, 2009 to March 1, 2010.
- Adds the right of city to lease 2,500 to 3,000 square feet of non-residential space for a community room.
- Increase the development square footage from 200,000 square feet to 220,000 square feet and specify the number of units and flex-space gross floor area.
- Increase the net private investment value of the project from \$20 Million to \$25 Million.
- Change the construction start date from October 1, 2009 to October 1, 2010.
- Clarify that the development may be canceled if all approvals for the pedestrian walkway



## CITY OF PLANO COUNCIL AGENDA ITEM

easement from DART have not been obtained by August 1, 2009.

- The City will reimburse Southern up to \$1.7 Million for public and other improvements to the property.
- City may recover its real property if construction of the development has not commenced by October 1, 2010 and allows recoupment of its pro-rata investment for all improvements not completed by August 1, 2012.

List of Supporting Documents:

n/a

Other Departments, Boards, Commissions or Agencies

n/a



**DATE:** May 6, 2009

**TO:** Thomas H. Muehlenbeck

**FROM:** Frank Turner, Deputy City Manager *FTT*  
*by db*

**SUBJECT:** Amendment to the Development Agreement with Southern Land

The proposed amended development agreement between the City of Plano and Southern Land extends the performance deadlines for the project and provides additional financial support for public improvements to be constructed in association with the development. Under the proposed revised agreement Southern Land has until October 1, 2010 to commence the project and until August 1, 2012 to complete the project. Financial assistance is increased by \$600,000 subject to the approval of an amended finance and project plan for Tax Increment Finance District #2. The majority of the funds will be spent for demolition and clearance of improvements and relocation of utilities.

The proposed amended development agreement also increases private investment in the project from \$20 million to \$25 million and the size of the project from 200,000 square feet to 220,000 square feet.

Staff supports the proposed amendment as being reasonable and necessary for the execution of the project.

# SOUTHERN LAND COMPANY

501 CORPORATE CENTRE DRIVE SUITE 600  
FRANKLIN, TENNESSEE 37067  
615.778.3150  
FAX: 615.778.2875  
WWW.SOUTHERNLAND.COM

May 5, 2009

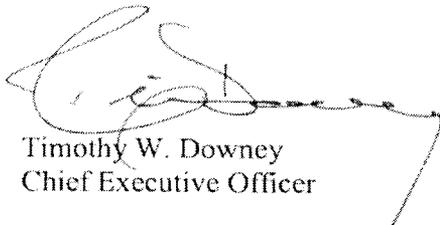
Mayor Pat Evens  
City of Plano  
1520 Avenue K  
Plano, TX 75074

Dear Mayor Evens:

Southern Land Company greatly appreciates the City Council's consideration of the Second Amendment to the Development Agreement on the Eastside Station project. In light of the current economic environment, Southern Land Company could not move forward with this project without the City's assistance. We agree with the City that the project's prominent location demands a development of the highest standard and we remain committed to developing a project that will exceed your expectations. Your additional support will ensure that we can do so and that we will not be forced to compromise on the project's quality and character that we have jointly envisioned.

To date Southern Land Company has invested significant time and money on the proposed development and we recognize and appreciate the similar commitment that the City has made to this effort. We would like to especially thank the City Manager's office for their work and diligence. The project would not move forward without their effort and you and your fellow Councilmember's support. We are eager to get started and believe that this project will not only be a successful development but will also be a model for future transit oriented developments and public-private partnerships.

Sincerely,



Timothy W. Downey  
Chief Executive Officer

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS, AND PINNACLE AMS DEVELOPMENT COMPANY, LLC, FOR DEVELOPMENT OF EASTSIDE STATION – PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented a proposed second amendment to the development agreement for the development of Eastside Station - Plano, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Second Amendment”); and,

**WHEREAS**, upon full review and consideration of the Second 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 his designee shall be authorized to execute it on behalf of the City of Plano.

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

**Section I.** The terms and conditions of the Second 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 his designee is hereby authorized to execute the Second Amendment Two 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

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

**SECOND AMENDMENT TO  
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLANO,  
TEXAS AND PINNACLE AMS DEVELOPMENT COMPANY, LLC FOR  
DEVELOPMENT OF EASTSIDE STATION - PLANO**

THIS SECOND AMENDMENT ("Second Amendment") is entered into by and between the CITY OF PLANO, a Texas municipal corporation of Collin County, Texas (the "City"), acting by and through its duly authorized officers, and SOUTHERN/PINNACLE AMS DEVELOPMENT COMPANY, LLC, a Texas limited liability company ("Southern");

**RECITALS:**

WHEREAS, the Plano City Council adopted Resolution No. 2008-5-34(R) on May 27, 2008, approving that certain agreement titled "Development Agreement With Pinnacle AMS Development Company, LLC For Development of Eastside Station – Plano" (as amended from time-to-time, the "Development Agreement"), and authorizing the City Manager to execute same by affixing his hand and the City Seal; and

WHEREAS, on December 8, 2008, the City Council consented to the Assignment of the Development Agreement to Southern/Pinnacle AMS Development Company, LLC; and

WHEREAS, Pinnacle AMS Development Company, LLC ("Assignor") and Southern entered into that certain Assignment of Development Agreement, dated December 2008, whereby Assignor assigned to Southern, and Southern assumed from Assignor, all of Assignor's rights, title, duties, obligations, and interests in and to the Development Agreement; and

WHEREAS, the Plano City Council adopted Resolution No. 2008-12-24(R) on December 22, 2008, approving an amendment to the Development Agreement; and

WHEREAS, City and Southern entered into that certain Amendment to Development Agreement Between The City of Plano, Texas and Southern/Pinnacle AMS Development Company, LLC For Development of Eastside Station – Plano dated December, 2008; and

WHEREAS, City and Southern have agreed to further amend the Development Agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

1. Section 1.A.1. of the Development Agreement is amended in its entirety to read as follows:

"1. Southern will acquire fee title to the real property located at 930 15<sup>th</sup> Street, Plano, Texas 75074 ("Eisenberg property") by no later than March 1, 2010."

2. Section 1.B.1. of the Development Agreement is amended in its entirety to read as follows:

"1. Southern will construct and convey by easement 100 parking spaces at or below grade within a parking garage on the Development for the exclusive use of the City without charge and that such use shall commence within 24 months of the date of the conveyance of the Property to Southern. City may use the parking spaces for vehicle parking and any other lawful uses consistent with the activities of the City with the consent of Southern, which consent shall not be unreasonably withheld, conditioned or delayed by Southern. Notwithstanding the foregoing, the City may not lease or assign the parking spaces for a commercial enterprise. In addition to the parking spaces, the City shall have the option of leasing between 2,500 and 3,000 square feet of non-residential space for a community room. This option must be exercised by the City prior to issuance of a building permit for the portion of the project containing the proposed lease space;"

3. Section 1.B.2. of the Development Agreement is amended in its entirety to read as follows:

"2. Southern causes, supervises, manages and completes the construction and design of not less than 220,000 square feet of gross residential, retail and other non-residential space (hereafter the "Development") which space is exclusive of plazas, decks, walkways, parking and outdoor common areas. The gross square footage shall include not less than 225 dwelling units and 15,000 square feet of non-residential gross floor area which may include no more than 5,000 square feet of flex-space gross floor area. A portion of the retail space shall be designed with appropriate mechanical and plumbing stub-outs to accommodate a restaurant. The Development shall substantially conform to the Plan (Exhibit "B") and when completed together with the Public Improvements shall have a net private investment value of not less than Twenty Five Million Dollars (\$25,000,000.00). The Project Completion Budget (the "Budget"), attached hereto as Exhibit "D" and incorporated herein by reference, sets forth the proposed nature and projected total costs of the Development and the related Public Improvements (as that term is defined in Subsection D of this Section). The Development will be the property of Southern, except insofar as Southern will convey easements over the Property to the City as may be necessary in connection with any Public Improvements constructed on or over the Property;"

4. Section 1.B.3. of the Development Agreement is amended in its entirety to read as follows:

"3. Southern will obtain all necessary permits from the City, which shall not be unreasonably withheld, conditioned or delayed by the City and begin construction

of the Development no later than October 1, 2010. Construction shall be deemed to have begun when Southern actually commences site work (i.e., demolition, grading or clearing) on the Property;"

5. Section 2.A. of the Development Agreement is hereby amended to delete the last two sentences of Section 2.A. and insert the following in lieu thereof:

"A prerequisite to the City's grant of the Property to Southern, and a prerequisite to Southern's obligations under this Agreement, is an approval, on or before July 11, 2009, by DART and all other applicable local, state, or federal governmental authorities, including without limitation the Federal Transportation Authority, of the use of DART's right-of-way in such areas as more fully described in Exhibit "C", for a pedestrian walkway and the conveyance of the DART Easement to the City of Plano for construction, use and maintenance of improvements related to the walkway and which shall provide sufficient authority to allow Southern to perform such construction and maintenance of improvements related to the walkway. To the extent that any of the applicable local, state, or federal governmental authorities, including without limitation DART and the Federal Transportation Authority, has not provided written evidence of its approval of the use of the DART right-of-way on or before August 1, 2009, then either City or Southern has the right to terminate this Agreement;"

6. Section 2.C. is hereby amended in its entirety to read as follows:

"C. The City will reimburse Southern for one hundred percent (100%) of Southern's "Project Costs" (as defined hereinafter) for any improvements or such other work completed within DART's right of way, up to a maximum of \$900,000.00; provided, however, that such reimbursement shall exclude "Overhead Costs" (as defined hereinafter). As used in this Development Agreement, the term "Project Costs" means actual construction and/or installation costs, and/or architectural engineering, and design costs, including without limitation, any payments made to entities affiliated with or related to Southern, to the extent that such payments do not exceed what is reasonable and customary for such services. As used in this Development Agreement, the term "Overhead Costs" means: (i) overhead and management fees of Southern, (ii) financing charges, (iii) marketing costs, (iv) legal fees, and (v) payments made to entities affiliated with or related to Southern to the extent such payments made to entities affiliated with or related to Southern exceed what is reasonable and customary for such services. City may use grants or payments from other governmental sources including by not limited to Tax Increment Financing District 2 revenue to pay this obligation; and"

7. Section 2 is amended to add a new Subsection E to read as follows:

"E. The City will pay Southern up to a total of Six Hundred Thousand Dollars (\$600,000.00) for the following actual Project Costs: (i) surface and subsurface

demolition of the improvements on the Eisenberg property and the City of Plano Police Department parking lot improvements adjacent thereto; (ii) reimbursements for civil engineering and landscape architecture fees associated with the public improvements approved as part of the project plan and dedicated to the public; and (iii) underground relocation of electrical and communication lines and facilities on the property or adjacent public rights of way. Payments made pursuant to this subsection shall be made as reimbursements for pre-approved completed work, shall exclude Overhead Costs, and shall not exceed the actual and customary costs as supported by invoice, but in no event shall exceed a total of Six Hundred Thousand Dollars (\$600,000.00) for the work set forth in this Section 2.E. The City shall use Tax Increment Financing District 2 revenue to pay obligations provided for in this subsection and Subsection 2.B. above. All payments under this subsection are contingent on obtaining TIF funding approval by the TIF board and the participating governing bodies; and”

8. Section 2 is amended to add a new Subsection F to read as follows:

“F. Notwithstanding anything to the contrary set forth in Section 2.B., Section 2.C., or Section 2.E. of this Development Agreement, the amounts set forth in Section 2.B., Section 2.C., and/or Section 2.E. to be reimbursed to Southern by the City will be available to Southern on an “aggregate cost” basis, as opposed to a “line-item cost” basis, such that the cost savings realized with respect to discreet line-item allocations in the Budget (or any of the groupings of allocations set forth in any of Section 2.B., Section 2.C., or Section 2.E.) shall be freely available to Southern for use in connection with any cost overruns experienced for other line-item allocations; provided, however, that the City shall have no obligation to reimburse Southern for more than a total of \$1,700,000.00 for all of Southern’s costs and expenses associated with the Development and the related Public Improvements and further provided that the City shall have no obligation to reimburse Southern for Overhead Costs.”

9. Section 8.B. of the Development Agreement is amended in its entirety to read as follows:

“B. Notwithstanding the above, in the event Southern does not commence construction of the Development by October 1, 2010, the City’s sole remedy shall be that the City grant of the Property shall become null and void and Southern shall execute any and all documents necessary to convey the Property to the City. All expenses associated with the conveyance of the Property back to the City, including reasonable attorney fees, shall be the responsibility of Southern.”

10. Section 8.C. of the Development Agreement is amended in its entirety to read as follows:

“C. If Southern commences construction of the Development and Public Improvements identified in the Budget by October 1, 2010 but fails to complete

the entire Development by August 1, 2012, subject to the cure provisions in Section 8 City may, as an alternative to, but not in addition to the remedies set forth in Section 8A above, be entitled to the remedy of payment from Southern, not as a penalty but as liquidated damages, an amount using the following formula:  $A \times B = C$ , where A is the amount of the Construction Allowance and payments made pursuant to Section 2.E. above actually advanced or paid to Southern by the City, B is the percentage of the Development not ready for occupancy as of August 1, 2012, and C is the amount of liquidated damages to which the City is entitled."

11. Any references to "Southern" or "Pinnacle" in the Development Agreement, the First Amendment, or this Second Amendment shall mean and refer to "Southern/Pinnacle AMS Development Company, LLC."

12. Except as expressly amended by this Second Amendment, the Development Agreement as previously amended remains in full force and effect as provided therein.

13. By joining in the execution of this Second Amendment, Southern/Pinnacle AMS Development Company, LLC expressly acknowledges and represents that it is a limited liability company formed under Texas law, and that it has qualified to do business in Texas.

**EXECUTED** on the \_\_\_\_\_ day of May, 2009, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. \_\_\_\_\_(R) approved by the City Council on May 11, 2009, acting through its duly authorized officials.

**CITY OF PLANO:**

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas H. Muehlenbeck, City Manager

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

**SOUTHERN/PINNACLE AMS  
DEVELOPMENT COMPANY**, a Texas  
limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/11/09</b>	Reviewed by Legal <i>OK</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Assistant City Manager		
Dept Signature:	<i>Diane Wetherbee</i>	Deputy City Manager		
		City Manager	<i>[Signature]</i>	<i>4/20/09</i>
Agenda Coordinator (include phone #): <b>Betsy Allen # 7545</b>				
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				
<b>CAPTION</b>				
<b>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE CITY ATTORNEY TO FILE SUIT AGAINST PLANO INTERNATIONAL PRESCHOOL, INC. AND ANY OTHER RESPONSIBLE PERSONS AND/OR ENTITIES TO RECOVER FUNDS PROVIDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.</b>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
This will authorize the City Attorney to file suit as necessary to recover funds owed pursuant to federal regulations.				
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 ATTORNEY TO FILE SUIT AGAINST PLANO INTERNATIONAL PRESCHOOL, INC. AND ANY OTHER RESPONSIBLE PERSONS AND/OR ENTITIES TO RECOVER FUNDS PROVIDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Plano International Preschool, Inc. (PIP) entered into agreements with the City of Plano in 2001, 2002 and 2003 to receive funding under the Community Development Block Grant (CDBG) program for the purchase and improvement of the school facilities; and

**WHEREAS**, if compliance is not fully satisfied, the City is required to recover such funds;

**WHEREAS**, the City Council finds that it is in the best interest of the City for the City Attorney to file suit and recover the funds owed as necessary.

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

**Section I.** The City Council hereby authorizes the City Attorney to file suit against PIP and any other responsible persons and/or entities in accordance with Section 2-9(a)(1), Code of Ordinances, to recover funds as necessary per federal regulations.

**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  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input 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: <b>5/11/09</b>		Reviewed by Legal <i>WJ</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	HEALTH		Initials	Date	
Department Head	BRIAN COLLINS	Assistant City Manager			
Dept Signature:	<i>[Signature]</i>	Deputy City Manager	<i>[Signature]</i>	<i>05-05-09</i>	
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. 2009-2-14, ENTITLED "HEALTH CATEGORIES AND FEES"; AND REPLACING WITH THIS ORDINANCE, TO BE ENTITLED "HEALTH CATEGORIES AND FEES" TO PROVIDE THE ADDITION OF INDUSTRIAL USER FEES FOR PERMITTED INDUSTRIES; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND 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	27,993	0	27,993
Encumbered/Expended Amount	0	0	0	0
This Item	0		65,447	65,447
BALANCE	0	27,993	65,447	93,440

**FUND(s): WATER & SEWER**

**COMMENTS:** Approval of this item will add an overall increase in pre-treatment permit revenue of approximately \$37,454 to the FY 2009-10 Budget.

**SUMMARY OF ITEM**

This ordinance will update the Health Department's fee schedule to reflect the increased costs of industrial user fees for permitted industries associated with the increased costs to the City by the North Texas Municipal Water District for sampling, laboratory analysis, and administration required to monitor wastewater discharges as required by the Pretreatment Program.

**STRATEGIC PLAN GOAL:** The approval of this fee increase relates to the City's goal of "Livable and Sustainable Community".



P.O. Box 860358  
Plano, Texas 75086-0358  
972-941-7143  
972-941-7142 FAX

## MEMORANDUM

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**DATE:** May 5, 2009  
**TO:** Bruce Glasscock, Deputy City Manager  
**FROM:** Tomeji Miller, Health Manager  
**THRU:** Brian Collins, Director of Health  
**SUBJECT: Pretreatment Program Fee Increase**

Last year the North Texas Municipal Water District (NTMWD) submitted their 2008-09 annual budget to the City Manager for costs associated with the operation of the pre-treatment program. Costs for the program are billed to the City at a rate of \$5,455/month for an annual cost of \$65,447. This budget increased our current budgeted amount of \$58,091 to \$65,447 for a deficit of \$7,356. However, the program only generates \$27,993 in permit (\$300/year/industry) and industrial user fees (\$325/month/industry) for six industries. Cost to the city is illustrated below:

**\$65,447 (Total Cost billed by NTMWD[2008-09 budget] at \$5,455/month)**  
**- 27,993 (Annual Permit and Industrial User Fees collected by the City)**  
**-(37,454) City deficit for program operation**

The NTMWD rate charged to the City is based on the number of outfalls (discharge points) for each industry. In order to meet the current costs associated with the program we need to increase the industrial user fee from \$325/month per industry to \$590/month/outfall per industry. We have six permitted industries of which (4) have one outfall each, (1) has two outfalls and (1) has three outfalls. This is how the district came up with their total cost for Plano. The costs per industry would be as follows:

1. D-Tech USA (3 outfalls)  $\$590 \times 3 = \$1,770/\text{month} \times 12 = \$21,240/\text{yr}$  (545% increase)
2. Tenth Street (2 outfalls)  $\$590 \times 2 = \$1,180/\text{month} \times 12 = \$14,160/\text{yr}$  (363% increase)
3. Plano Star Courier (1 outfall)  $\$590 \times 1 = \$590/\text{month} \times 12 = \$7,080/\text{yr}$  (186% increase)
4. Smith Systems (1 outfall) =  $\$7,080/\text{yr}$  (186% increase)
5. Telect (1 outfall) =  $\$7,080/\text{yr}$  (186% increase)
6. PCA (1 outfall) =  $\$7,080/\text{yr}$  (186% increase)

\*This is the most the city has paid the NTMWD for the operation of the program even as the number of permitted industries have decreased from twelve to six.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING ORDINANCE NO. 2009-2-14, ENTITLED "HEALTH CATEGORIES AND FEES"; AND REPLACING WITH THIS ORDINANCE, TO BE ENTITLED "HEALTH CATEGORIES AND FEES" TO PROVIDE THE ADDITION OF INDUSTRIAL USER FEES FOR PERMITTED INDUSTRIES; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.**

**WHEREAS**, on February 17, 2009, the City Council of the City of Plano duly passed Ordinance No. 2009-2-14 which adopted permit and inspection fees for health department services; and

**WHEREAS**, staff recommends the addition of industrial user fees for permitted industries to the ordinance which sets fees for health department services; 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, recognizes it is in the best interest of the City of Plano to add the industrial user fees for permitted industries 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, 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. 2009-2-14 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	\$150.00
Temporary	\$ 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
INDUSTRIAL USER FEES	
1. Industrial User Fee Per Outfall (monthly)	\$590.00

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
<b>Permit Fees</b>	
Commercial Breeder Permit, annual	\$75.00
Animal Establishment Permit, annual	\$75.00
Animal Exhibition Permit, per seven (7) day period	\$25.00
Pet Grooming Facility permit, annual	\$50.00
Multi-Pet Permit Application Fee, annual	\$15.00
Wildlife Educational Center permit, annual	\$200.00
Wildlife Rehabilitator permit, annual	No charge
<b>Impound and Boarding Fees:</b>	
First Impoundment	\$75.00
The first impound fee may be reduced by the following amounts if the animal, at the time of impound, is:	
Sterilized	\$40.00
Currently vaccinated against rabies	\$10.00
Currently licensed with the city	\$10.00
Identified by traceable identification	\$15.00
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:	
Sterilized	\$30.00
Currently vaccinated against rabies	\$5.00
Currently licensed with the city	\$5.00
Identified by traceable identification	\$10.00
Third and all subsequent impoundments in any twelve (12) month period:	
Previous full impound fee plus \$100.00	
Boarding fee per animal, daily for all or part of any one day	\$10.00
<b>Adoption Fees:</b>	
Dog or cat	\$80.00
Ferret	\$50.00
Birds, small mammals, reptiles:	\$25.00
<b>Miscellaneous Fees</b>	
Microchipping fee	\$15.00
Rabies vaccination fee	\$10.00
Local Rabies Control Authority Incident Fee (includes all boarding and observation fees, or ship and test fees)	\$100.00
Livestock capture and impoundment, per head	\$100.00

Boarding fee, per head per day \$15.00

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**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/11/09</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Police		Initials	Date
Department Head	Gregory W. Rushin	Assistant City Manager		
Dept Signature:	<i>Gregory W. Rushin</i>	Deputy City Manager		
		City Manager	<i>[Signature]</i>	<i>5/12/09</i>
Agenda Coordinator (include phone #): <b>Mary Wright x2410</b>				
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				
<b>CAPTION</b>				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTION 3-6 OF CHAPTER 3. ALCOHOLIC BEVERAGES OF THE CODE OF ORDINANCES OF THE CITY OF PLANO REGARDING CONSUMPTION OF AN ALCOHOLIC BEVERAGE IN CERTAIN PUBLIC PLACES; PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE; A SEVERABILITY CLAUSE; A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
The City Council deems it necessary to prohibit consumption of an open alcoholic beverage in certain public places. This will assist in maintaining a high-quality of life while protecting the health, safety, and welfare of our citizens.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo				



P.O. Box 860358  
Plano, Texas 75086-0358  
972-424-5678  
Fax 972-424-0099  
<http://www.planopolice.org>

## MEMORANDUM

**DATE:** May 5, 2009  
**TO:** Chief Gregory Rushin, via Chain of Command  
**FROM:** Courtney Pero, Sergeant  
**SUBJECT:** Proposed City Ordinance Change

---

Recently, the Neighborhood Police Officer Unit has worked closely with Mr. Jeff Bray to develop suggested revisions to Plano City Ordinance 3-6 - Consumption of alcoholic beverages in public streets, alleys or sidewalks. The need for this ordinance is clear. Public consumption of alcohol is a significant contributor to many anti-social behaviors that contribute to a lowered quality of life for residents of Plano. While public consumption of alcoholic beverages can be problematic in a variety of locations, the NPO Unit has become especially concerned with this practice within multi-tenant residential complexes and in public and private parking lots.

Presently, the NPO Unit is working to address increased calls for service and criminal offenses within multi-tenant residential complexes. Alcohol is often found to be a contributing factor in many of these incidents. The proposed changes to this ordinance are expected to help with reductions in both of these categories.

Consuming alcoholic beverages in parking lots is exceptionally hazardous due to the increased likelihood that a person could have immediate access to a vehicle while consuming alcohol.

The consumption of alcoholic beverages in public areas often creates or contributes to a significant number of calls for service answered by Plano Police Officers. These include, but are not limited to: public intoxication, disorderly conduct, public urination, littering, noise disturbances, fights, assaults and property damage.

The proposed changes/updates to Plano City Ordinance 3-6 are outlined below. The newly revised ordinance, if adopted, will provide:

1. No drinking in any public, commercial parking area, or a private multi-tenant residential parking area.
2. No drinking on public streets, alleys, or sidewalks unless permitted or licensed.

Proposed Ordinance (proposed changes to ordinance are shown as ~~strikeouts~~ or underlined)

**“Sec. 3-6. Consumption of alcoholic beverages in certain public places ~~in public streets, alleys, or sidewalks~~.**

(a) It shall be unlawful for any person to consume any alcoholic beverage in any public street, alley or sidewalk or in any public or commercial parking area or a private multi-tenant residential parking area, in the city, with the following exceptions:

(1) Persons consuming alcoholic beverages on property that is permitted or licensed by the Texas Alcoholic Beverage Commission to serve alcoholic beverages; ~~and~~ or

(2) Persons consuming alcoholic beverages on property permitted for a Special Event as set forth in Chapter 11, Article VIII of the Plano Code of Ordinances, only where such permit authorizes the service of alcohol.

(b) The chief of police or other police officer of the city or any peace officer within the limits of the city may arrest without warrant any person who violates the terms of this section and the officer or person making the arrest is justified in adopting all of the measures which he might adopt in cases of arrest under warrant; provided further, that in all cases of arrest without warrant the officer making the arrest shall immediately take the person arrested before the nearest or most accessible magistrate having jurisdiction.

(c) Any person found guilty of violating the terms of this section shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be punished as provided in section 1-4 (b).”

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTION 3-6 OF CHAPTER 3. ALCOHOLIC BEVERAGES OF THE CODE OF ORDINANCES OF THE CITY OF PLANO REGARDING CONSUMPTION OF ALCOHOLIC BEVERAGES IN CERTAIN PUBLIC PLACES; PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE; A SEVERABILITY CLAUSE; A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 3-6 of the City of Plano Code of Ordinances prohibits the consumption of alcoholic beverages in public streets, alleys or sidewalks; and

**WHEREAS**, the City Council deems it necessary to amend its Code of Ordinances at Section 3-6 in order to include additional areas where the consumption of an alcoholic beverage is prohibited.

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

**Section I.** Section 3-6 of Chapter 3 Alcoholic Beverages of the Code of Ordinances of the City of Plano is hereby amended to read in its entirety as follows:

**“Sec. 3-6. Consumption of alcoholic beverages in certain public places.**

(a) It shall be unlawful for any person to consume any alcoholic beverage in any public or commercial parking area or a private multi-tenant residential parking area, or in any public street, alley or sidewalk in the city, with the following exceptions:

(1) Persons consuming alcoholic beverages on property that is permitted or licensed by the Texas Alcoholic Beverage Commission to serve alcoholic beverages; or

(2) Persons consuming alcoholic beverages on property permitted for a Special Event as set forth in Chapter 11, Article VIII of the Plano Code of Ordinances, only where such permit authorizes the service of alcohol.

(b) The chief of police or other police officer of the city or any peace officer within the limits of the city may arrest without warrant

any person who violates the terms of this section and the officer or person making the arrest is justified in adopting all of the measures which he might adopt in cases of arrest under warrant; provided further, that in all cases of arrest without warrant the officer making the arrest shall immediately take the person arrested before the nearest or most accessible magistrate having jurisdiction.

(c) Any person found guilty of violating the terms of this section shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be punished as provided in section 1-4 (b).”

**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.** 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 provision of any Ordinances at the time of passage of this Ordinance.

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

**Section V.** 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**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/11/09</b>	Reviewed by Legal (S)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Works & Engineering	Initials	Date	
Department Head	Alann Upchurch	Assistant City Manager		
Dept Signature:	<i>Alann Upchurch</i>	Deputy City Manager	<i>[Signature]</i>	05.05.09
		City Manager	<i>[Signature]</i>	5/5/09
Agenda Coordinator (include phone #):	<b>Irene Pegues (7198)</b>			Proj #5597
<b>ACTION REQUESTED:</b> <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				
<b>CAPTION</b>				
An ordinance of the City of Plano, Texas abandoning all right, title and interest of the city, in and to that certain 22' Drainage easement recorded in Volume 5949, Page 29, and a portion of that 70' Temporary Drainage easement recorded in Volume 5949, Page 46 of the Land Records of Collin County and being situated in the M.C. Vela Survey, Abstract No. 935, which are located within the city limits of Plano, Collin County, Texas, quitclaiming all right, title and interest of the city in such easements to the abutting property owners, Acres of Sunshine, Ltd. and Windhaven Development, Ltd., to the extent of its interest, authorizing the City Manager or his authorized designee, to execute any documents deemed necessary, and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
<b>FISCAL YEAR:</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
The 22' Drainage easement and that portion of the 70' Temporary Drainage easement is no longer needed. Drainage flows are now contained in a storm sewer pipe and new drainage easement is provided on Avignon on Windhaven Phase II plat and by separate instrument.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		n/a		

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO THAT CERTAIN 22' DRAINAGE EASEMENT RECORDED IN VOLUME 5949, PAGE 29 AND A PORTION OF THAT 70' TEMPORARY DRAINAGE EASEMENT RECORDED IN VOLUME 5949, PAGE 46 OF THE LAND RECORDS OF COLLIN COUNTY AND BEING SITUATED IN THE M.C. VELA SURVEY, ABSTRACT NO. 935, WHICH ARE LOCATED WITHIN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH EASEMENTS TO THE ABUTTING PROPERTY OWNERS, ACRES OF SUNSHINE, LTD. AND WINDHAVEN DEVELOPMENT, LTD., TO THE EXTENT OF ITS INTEREST; AUTHORIZING THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to a certain 22' Drainage Easement recorded in Volume 5949, Page 29, and to a portion of that certain 70' Temporary Drainage Easement recorded in Volume 5949, Page 46 of the Land Records of Collin County, Texas (hereinafter called "Easements") being situated in the M.C. Vela Survey, Abstract No. 935, which are located within the City Limits of Plano, Collin County, Texas, and which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

**WHEREAS**, the Property Owners have filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "B" and made a part hereof by reference; and

**WHEREAS**, the Engineering Department has determined that there will be no detrimental effect on the City if the Easements are abandoned and quitclaimed to the abutting Property Owners; and has advised that the Easements should be abandoned;

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

**Section I.** All the right, title and interest of the City of Plano, Texas, in and to the Easements is hereby abandoned, and all right, title and interest of the City in and to the Easements is hereby quitclaimed to the abutting Property Owners in accordance with their respective interests. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager or his authorized designee, is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Easements by the City of Plano.

**Section II.** The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within any portion of the Easements. Any such utility shall have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in such portion of the Easements.

**Section III.** The City Council hereby finds and determines that the abandonment of the Easements is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

**Section IV.** This Ordinance shall become effective immediately upon its passage as set forth below.

**DULY PASSED AND APPROVED** this the 11th day of May, 2009.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT A-1  
ABANDONED 22' DRAINAGE EASEMENT**

M.C. VELA SURVEY, ABSTRACT NO. 935  
CITY OF PLANO, COLLIN COUNTY, TEXAS

**BEING** a tract of land situated in the M. C. Vela Survey, Abstract Number 935, in the City of Plano, Collin County, Texas, and being all of an existing 22-foot wide Drainage Easement, as recorded in Volume 5949, Page 29, of the Land Records of Collin County, Texas, (L.R.C.C.T.), and also being situated in a called 33.001 acre tract of land described in a deed to Windhaven Development, LTD., as recorded in Volume 5895, Page 3137, L.R.C.C.T., and being more particularly described as follows:

**COMMENCING** at the northeast corner of said 33.001 acre tract and the northwest corner of a called 1.625 acre tract of land described in a deed to Windhaven Development, LTD., as recorded in County Clerk's File No. 20081028001270610, L.R.C.C.T.;

**THENCE** South 00°12'44" East, along the common line of said 33.001 acre tract and 1.625 acre tract, a distance of 529.23 feet to the northeast corner of said 22-foot wide Drainage Easement and the **POINT OF BEGINNING**;

**THENCE** South 00°12'44" East, continuing along the common line of said 33.001 acre tract and 1.625 acre tract, a distance of 22.00 feet to a point at the southeast corner of said 22-foot wide Drainage Easement;

**THENCE**, leaving the common line of said 33.001 acre tract and 1.625 acre tract, across said 33.001 acre tract, and along the southerly line of said 22-foot wide Drainage Easement, the following courses and distances to wit:

- South 89°47'16" West, a distance of 181.78 feet to a point for the beginning of a tangent curve to the right, having a radius of 86.00 feet, and a chord bearing and distance of North 77°49'06" West, 36.92 feet;
- Northwesterly, along said curve to the right, through a central angle of 24°47'17", an arc length of 37.21 feet to the point of tangency;
- North 65°25'27" West, a distance of 28.31 feet to a point for the beginning of a tangent curve to the left, having a radius of 64.00 feet, and a chord bearing and distance of North 77°45'02" West, 27.33 feet;
- Northwesterly, along said curve to the left, through a central angle of 24°39'09", an arc length of 27.54 feet to a point;
- South 89°55'24" West, a distance of 58.61 feet to a point in the west line of said 33.001 acre tract and the southeast corner of Lot 4, Block H, Avignon Windhaven, Phase 1 as recorded in Cabinet R, Slide 204, Map Records of Collin County, Texas, same being the southwest corner of said 22-foot wide Drainage Easement;

**THENCE** North 00°04'36" West, along the common line of said 33.001 acre tract and Lot 4, Block H, a distance of 22.00 feet to a point at the northwest corner of said 22-foot wide Drainage Easement;

**THENCE**, leaving the common line of said 33.001 acre tract and Lot 4, Block H, across said 33.001 acre tract, and along the northerly line of said 22-foot wide Drainage Easement, the following courses and distances to wit:

- North 89°55'24" East, leaving the common line of said 33.001 acre tract and Lot 4, Block H, a distance of 58.61 feet to a point for the beginning of a tangent curve to the right, having a radius of 86.00 feet, and a chord bearing and distance of South 77°45'02" East, 36.72 feet;
- Southeasterly, along said curve to the right, through a central angle of 24°39'09", an arc length of 37.00 feet to a point;
- South 65°25'27" East, a distance of 28.31 feet to a point for the beginning of a tangent curve to the left, having a radius of 64.00 feet, and a chord bearing and distance of South 77°49'06" East, 27.47 feet;
- Southeasterly, along said curve to the left, through a central angle of 24°47'17", an arc length of 27.69 feet to the point of tangency;
- North 89°47'16" East, a distance of 181.78 feet to the **POINT OF BEGINNING** and containing 7,335 square feet (0.168 acre) of land, more or less.



**Kimley-Horn  
and Associates, Inc.**

12700 Park Central Drive, Suite 1800  
Dallas, Texas 75225  
Contact: Thomas W. Mauk, RPLS

(972) 770-1300 TEL  
(972) 239-3820 FAX

MAPX: MICHAEL 4/23/09 11:04 AM  
K:\CAL SURVEY\4041001\_AVIGNON WINDHAVEN PHASE 204\GAYCOON EXHIBITS\ABANDON.DWG  
4/23/09 8:17 AM

PLOTTED BY  
DWG NAME  
LAST SAVED

2-4

**EXHIBIT A-1  
ABANDONED 70' DRAINAGE EASEMENT**

M.C. VELA SURVEY, ABSTRACT NO. 935  
CITY OF PLANO, COLLIN COUNTY, TEXAS

**BEING** a tract of land situated in the M. C. Vela Survey, Abstract Number 935, in the City of Plano, Collin County, Texas, and being part of an existing 70-foot wide Drainage Easement, as recorded in Volume 5949, Page 46, of the Land Records of Collin County, Texas, (L.R.C.C.T.), and being part of a called 108.9 acre tract of land described in deed to Acres of Sunshine, Ltd., as recorded in Volume 4227, Page 835, L.R.C.C.T., and being a part of a called 1.625 acre tract of land described in a deed to Windhaven Development, LTD., as recorded in County Clerk's File No. 20081028001270610 of the L.R.C.C.T., and being more particularly described as follows:

**COMMENCING** at the common southerly corner of said 108.9 acre tract of land and a tract of land described in deed to Haggard Enterprises Limited., Ltd., as recorded in Volume 2523, Page 172, L.R.C.C.T., same being on the northerly right of way line of Windhaven Parkway, a called 55-foot wide public right of way;

**THENCE** North 00°00'21" West, departing the northerly right of way line of said Windhaven Parkway, along the common line of said 108.9 acre tract of land and said Haggard tract of land, a distance of 669.54 feet to a point in the southerly line of said existing Drainage Easement, same being the **POINT OF BEGINNING**;

**THENCE** along the southerly line of said 70-foot wide Drainage Easement, the following courses and distances as follows:

North 83°54'05" West, a distance of 490.97 feet to a point;

South 89°47'16" West, a distance of 96.65 feet to the southwest corner of said 70-foot wide Drainage Easement, same being in the west line of said 1.625 acre tract and the east line of a called 33.001 acre tract of land described in a deed to Windhaven Development, LTD., as recorded in Volume 5895, Page 3137, L.R.C.C.T.;

**THENCE** North 00°12'44" West, along the common line of said 33.001 acre tract and said 1.625 acre tract, a distance of 70.00 feet to the northwest corner of said 70-foot wide Drainage Easement;

**THENCE** along the northerly line of said 70-foot wide Drainage Easement, the following courses and distances as follows:

North 89°47'16" East, a distance of 100.51 feet to a point;

South 83°54'05" East, a distance of 487.35 feet to a point on the common line of said 108.9 acre tract and said Haggard tract;

**THENCE** South 00°00'21" East, along the common line of said 108.9 acre tract and said Haggard tract, a distance of 70.40 feet to the **POINT OF BEGINNING** and containing 41,142 square feet (0.944 acre) of land, more or less.

MARK, MICHAEL - J032009 11:03 AM  
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4/23/09 11:03 AM

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LAST SAVED

SURVEYOR / ENGINEER



**Kimley-Horn  
and Associates, Inc.**

12700 Park Central Drive, Suite 1800  
Dallas, Texas 75255  
Contact: Thomas W. Mauk, RPLS

(972) 770-1300 TEL  
(972) 239-3820 FAX



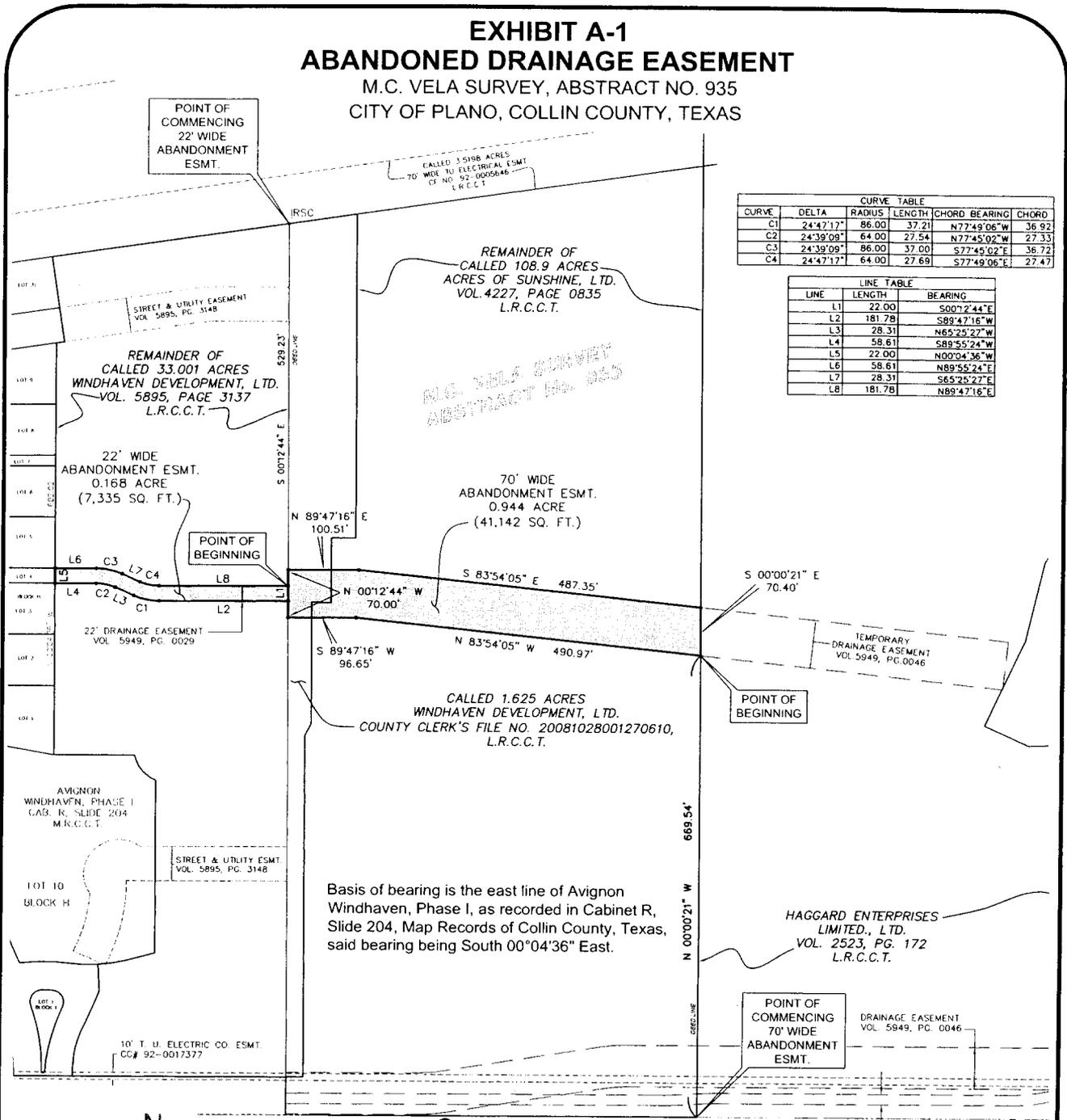
9-5

## EXHIBIT A-1 ABANDONED DRAINAGE EASEMENT

M.C. VELA SURVEY, ABSTRACT NO. 935  
CITY OF PLANO, COLLIN COUNTY, TEXAS

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	24°47'17"	86.00	37.21	N77°49'06"W	36.92
C2	24°39'09"	64.00	27.54	N77°45'02"W	27.33
C3	24°39'09"	86.00	37.00	S77°45'02"E	36.72
C4	24°47'17"	64.00	27.69	S77°49'06"E	27.47

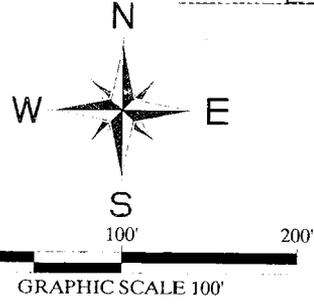
LINE TABLE		
LINE	LENGTH	BEARING
L1	22.00	S00°2'44"E
L2	181.78	S89°47'16"W
L3	28.31	N65°25'27"W
L4	58.61	S89°55'24"W
L5	22.00	N00°04'36"W
L6	58.61	N89°55'24"E
L7	28.31	S65°25'27"E
L8	181.78	N89°47'16"E



- LEGEND:**
- IRSC: IRON ROD WITH "KHA" CAP SET
  - IPF: IRON PIPE FOUND
  - IRFC: IRON ROD WITH CAP FOUND
  - VOL: VOLUME
  - PG: PAGE
  - D.R.C.C.T.: DEED RECORDS OF COLLIN COUNTY, TEXAS

**SURVEYOR / ENGINEER**  
**Kimley-Horn and Associates, Inc.**

12700 Park Central Drive, Suite 1800  
 Dallas, Texas 7525 (972) 770-1300 TEL.  
 Contact: Thomas W. Mauk, RPLS (972) 239-3820 FAX



PLOTTED BY: MICHAEL B. MARY, 4/23/2009 11:04 AM  
 LAST SAVED: 4/23/2009 8:11 AM  
 MARK: MICHAEL 4/23/2009 11:04 AM  
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2-6

EXHIBIT "B"

**PETITION FOR ABANDONMENT**

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting the Drainage Easement located in the City of Plano, Collin County, Texas [description and location of Easement] (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

- 1. The Owners are requesting the abandonment of the Easement for the following reasons:

The property is under development and no longer requires this drainage easement. A new separate instrument easement was recorded in November 2008 to account for the modified drainage needs.

- 2. The following public interest will be served as a result of the abandonment:

N/A

- 3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.

- 4. If the Owners are providing a replacement easement for the Easement requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as **Exhibit "B-1"**.

- 5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.

- 6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable**

2-7

**and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.**

- 7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:

77% - ACRES OF SUNSHINE, LTD., a Texas Limited Partnership  
23% - WINDHAVEN DEVELOPMENT, LTD., a Texas Limited Partnership

---

- 8. Owners shall also prepare a map or drawing showing the Easement to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as **Exhibit "C-1"**.
- 9. Owners shall also prepare a separate field note description for each portion of the Easement to be released to each abutting property owner. This description shall be attached hereto and incorporated herein as **Exhibit "D-1"**.

[Remainder of page blank]

2-8

- 10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

ACRES OF SUNSHINE, LTD., a Texas Limited Partnership  
 By: RH GPCO LLC, a Texas Limited Liability

**Typed Name of Owner** Company, Its General Partner

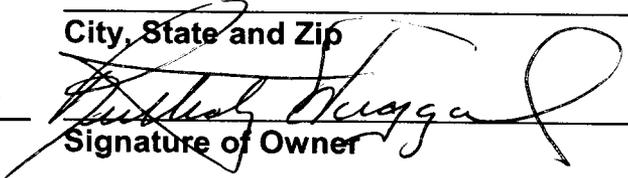
800 Central Parkway East, Suite 100

**Address**

Plano, Texas 75074

**City, State and Zip**

Dated: 4-16-09

  
 Signature of Owner

**Contact Person for Property Owners:**

Name: Rutledge Haggard

Phone No: 972-422-4515

- 10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

WINDHAVEN DEVELOPMENT, LTD., a Texas Limited Partnership

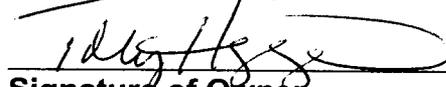
By: Windhaven Development One, LLC, a Texas Limited Liability Company, Its General Partner

**Typed Name of Owner**

800 Central Parkway East, Suite 100  
**Address**

Plano, Texas 75074  
**City, State and Zip**

Dated: 4/23/09

 , manager  
**Signature of Owner**

**Contact Person for Property Owners:**

Name: 1064 Haggard  
Phone No: 972-422-4515

-----  
**FOR DEPARTMENTAL USE ONLY**

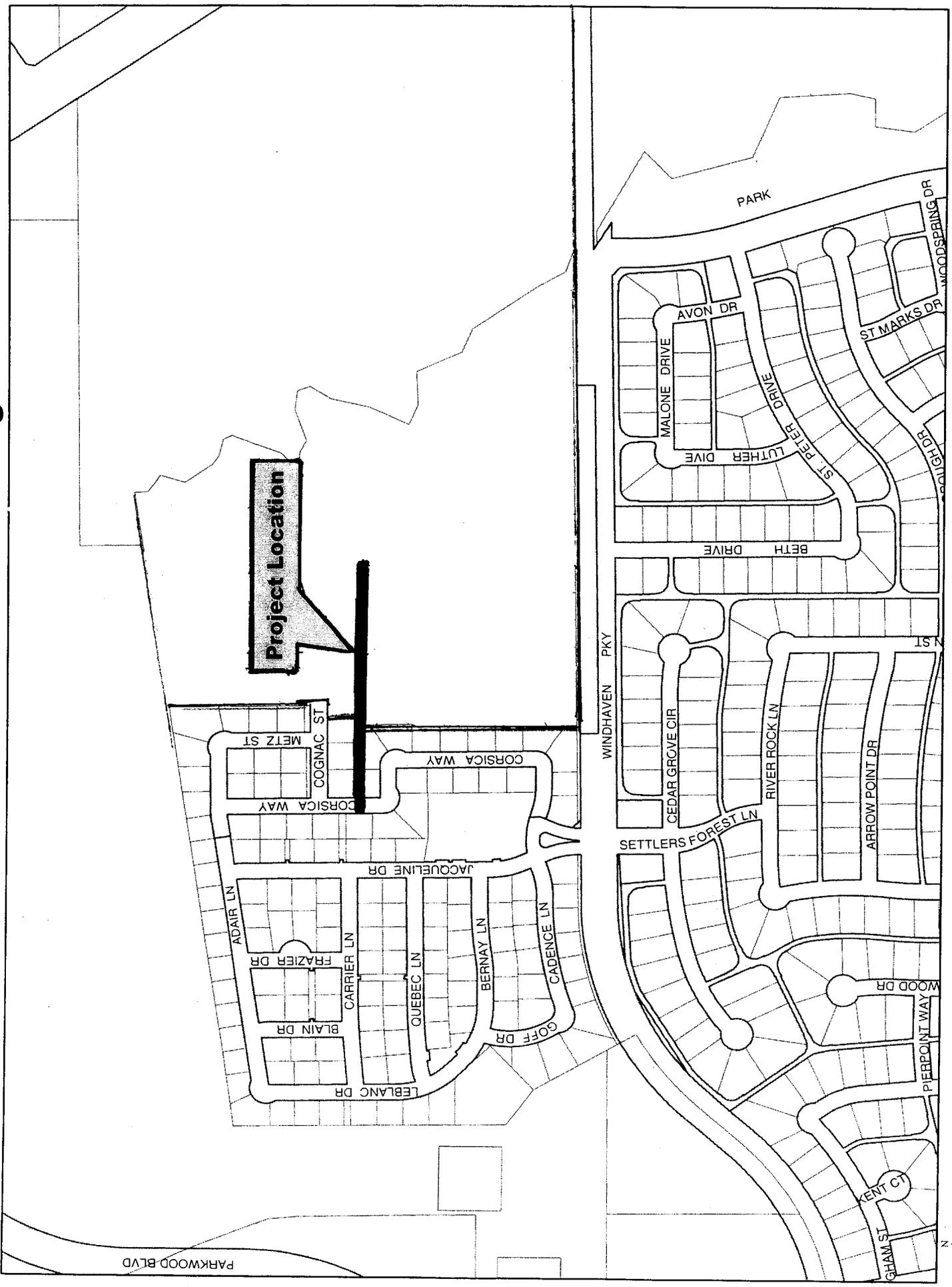
The Easement to be abandoned is to one or more abutting property owners and is exempt from the requirement that fair market value be paid for the following reason(s):

- The Easement consists of narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development code ordinances;
- The Easement consists of streets or alleys, owned in fee or used by easement;
- The Easement consists of land or a real property interest originally acquired for streets, rights-of-way, or easements that the City of Plano has decided to exchange with Owner for other land to be dedicated and used for streets, rights of way, easements, or other public purposes, including transactions partly for cash;
- The Easement contains land that the City wants to have developed by an independent foundation;
- The Easement is located within a reinvestment zone designated by law that the City desires to have developed under a project plan adopted by the municipality for the zone.

  
 \_\_\_\_\_  
 Engineering Department  
 City of Plano, Texas

**PLAT AND SEPARATE INSTRUMENT ARE AVAILABLE IN  
ENGINEERING**

# Avignon of Windhaven Phase 2 - Drainage Easement



04/17/09

## Location Map



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>5/11/09</b>		Reviewed by Legal <i>VS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		<i>[Signature]</i>	Date
Department Head	Alan Upchurch		Executive Director	<i>05-05-09</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>5/5/09</i>
Agenda Coordinator (include phone #): <b>I. Pegues ext. 7198</b> <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				
<b>CAPTION</b>				
An ordinance of the City of Plano, Texas, amending Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to prohibit stopping, standing, or parking of motor vehicles on certain sections of Placid Avenue and Mosswood Drive, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; 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.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(s):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
The City of Plano Transportation Engineering Division (TED) recently investigated the complaint of a business owner on Placid Avenue related to on-street parking blocking large vehicle/trailer access to and from his driveway. The TED also investigated a complaint that on-street parking was affecting the operation of the intersection of Cloverhaven Way and Mosswood Drive adjacent to McCall Elementary School by impeding westbound traffic on Mosswood Drive. The TED determined that both complaints identified traffic hazards that could be mitigated by prohibiting the stopping, standing, or parking of motor vehicles. The TED has prepared an ordinance for City Council consideration prohibiting the stopping, standing, or parking of motor vehicles on certain sections of Placid Avenue and Mosswood Drive. The TED supports adoption of this Ordinance.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Maps				

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SECTION 12-101 OF CHAPTER 12 (TRAFFIC CODE) OF THE CITY OF PLANO CODE OF ORDINANCES TO PROHIBIT STOPPING, STANDING, OR PARKING OF MOTOR VEHICLES ON CERTAIN SECTIONS OF PLACID AVENUE AND MOSSWOOD DRIVE, WITHIN THE CITY LIMITS OF THE CITY OF PLANO; DECLARING IT UNLAWFUL AND A MISDEMEANOR TO PARK MOTOR VEHICLES UPON SUCH SECTIONS OF SUCH ROADWAY WITHIN THE LIMITS HEREIN DEFINED; 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**, the City Council of the City of Plano finds it necessary to prohibit parking of motor vehicles along and upon certain sections of Placid Avenue and Mosswood Drive within the city limits of the City of Plano in order to provide for the safety of the general public within the area.

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

**Section I.** It shall be unlawful for any person to stop, stand, or park a motor vehicle along the sections of Placid Avenue and Mosswood Drive described herein, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

**Section II.** Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the addition of the following Subsections entitled and to read as follows:

*Mosswood Drive*, along the north side from its intersection with Cloverhaven Way to a point 50 feet west of its intersection with Cloverhaven Way.

*Placid Avenue:*

- (1) Along the east side from a point 265 feet north of its intersection with Precision Drive to a point 496 feet north of its intersection with Precision Drive;
- (2) Along the west side from a point 354 feet north of its intersection with Precision Drive to a point 425 feet north of its intersection with Precision Drive.

**Section III.** The Traffic Engineer of Plano is hereby authorized and directed to cause placement of traffic control signs at each approach to the portions of the roadways described herein, and such sign shall give notice to all persons of the prohibition against stopping, standing, or parking in this area.

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

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

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

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

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

**DULY PASSED AND APPROVED this 11th day of May, 2009.**

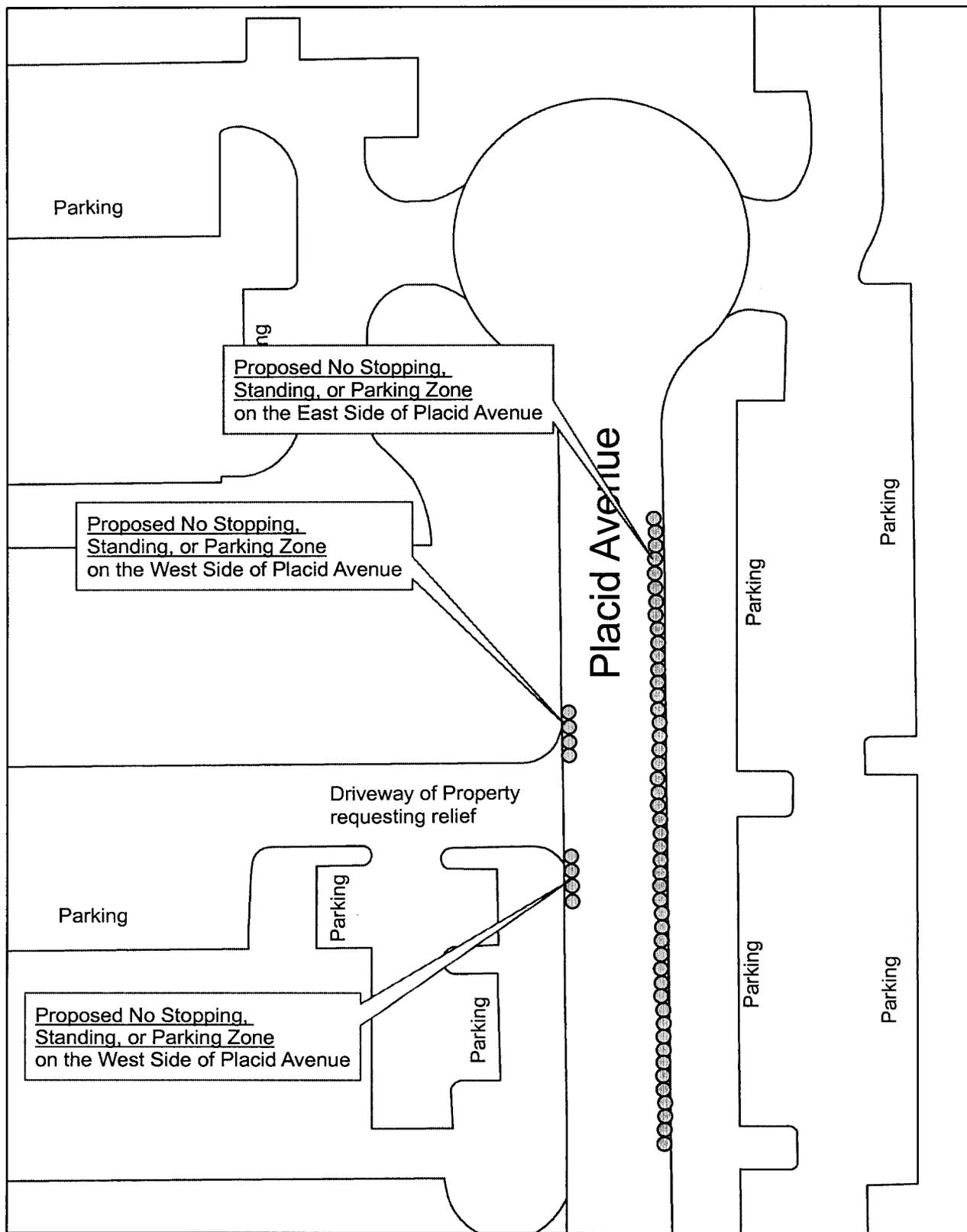
\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

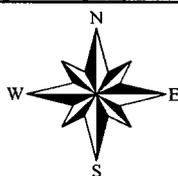
\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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



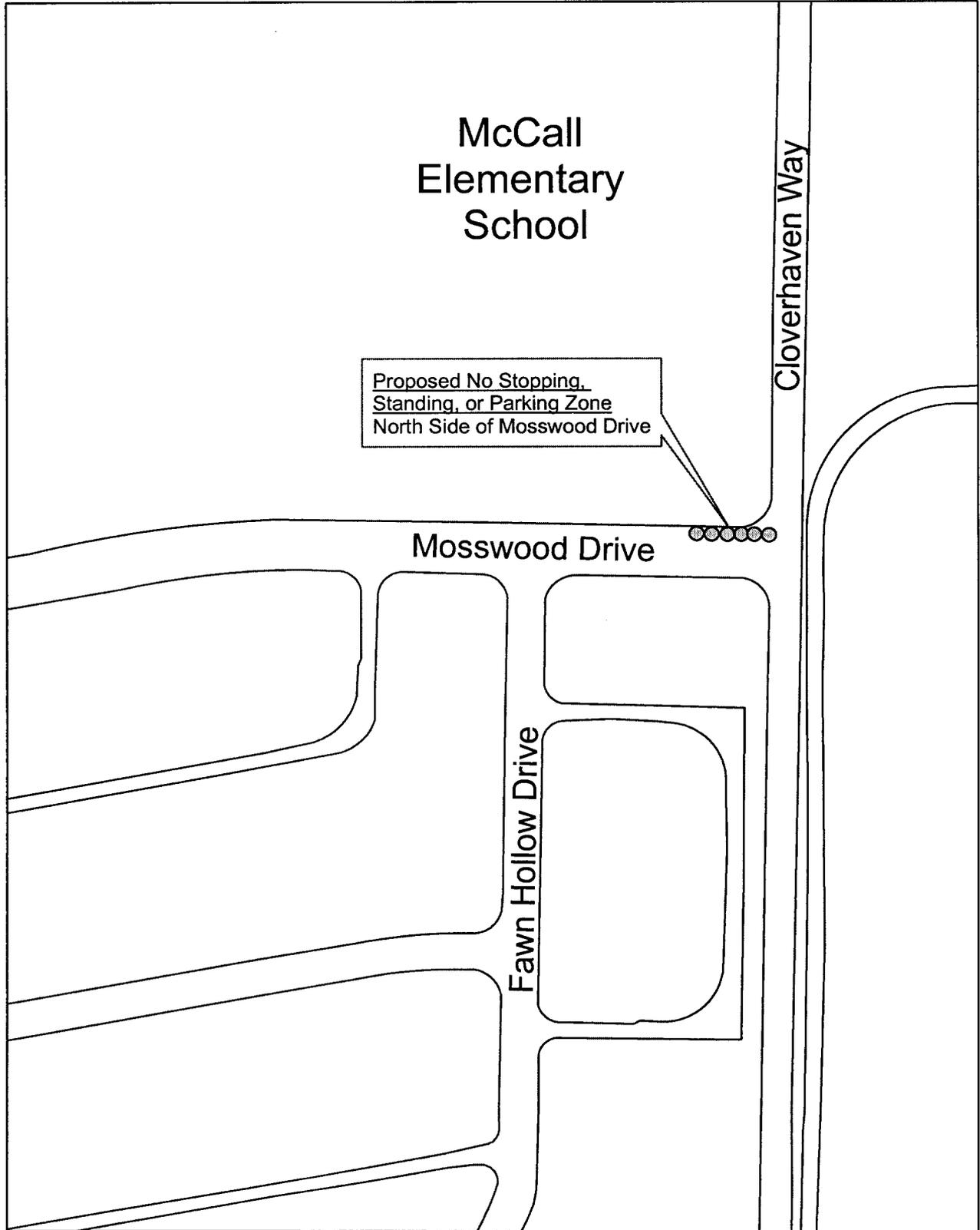
Proposed No Stopping, Standing or Parking Zones on Placid Avenue



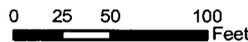
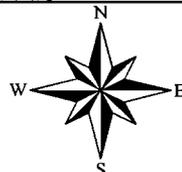
Transportation Engineering Division

r-4

May 2009



Proposed No Stopping, Standing, or Parking Zone on the North Side of Mosswood Drive



Transportation Engineering Division



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>5/11/09</b>	Reviewed by Legal <i>WS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		<i>[Signature]</i>	Date
Department Head	Alan Upchurch	Executive Director		<i>05.05.09</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>5/5/09</i>
Agenda Coordinator (include phone #): <b>I. Pegues, ext 7152</b> <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				
<b>CAPTION</b>				
An ordinance of the City of Plano, Texas, amending Section 114.1 of Chapter 12, Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano to prohibit stopping, standing, or parking of a vehicle with a gross vehicle weight rating of 10,000 pounds or more on certain sections of Wedgewood Drive within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park vehicles with gross vehicle weight ratings of 10,000 pounds or more upon such sections of such roadway within the limits herein defined; 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.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
After the adoption of Ordinance 2008-12-14, enacting Section 12-114.1 of the City Code, Dallas Area Rapid Transit (DART) made the City of Plano Transportation Engineering Division (TED) aware of its practice of laying over buses at the first of two bus stops on westbound Wedgewood Drive. Section 12-114.1 does not allow for the laying over of buses at a bus stop without the active loading of passengers. After discussions with the Plano Police Department and DART, the TED determined amendment of Section 12-114.1 would resolve the issue with the least disruption to traffic operations along the bus route and to DART bus operations. The proposed ordinance excludes the first bus stop on westbound Wedgewood Drive from the prohibition of stopping, standing or parking of vehicles with a gross vehicle weight rating of 10,000 pounds or more. The Transportation Engineering Division supports adoption of this ordinance.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Map				

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SECTION 114.1 OF CHAPTER 12, MOTOR VEHICLES AND TRAFFIC OF THE CODE OF ORDINANCES OF THE CITY OF PLANO TO PROHIBIT STOPPING, STANDING, OR PARKING OF A VEHICLE WITH A GROSS VEHICLE WEIGHT RATING OF 10,000 POUNDS OR MORE ON CERTAIN SECTIONS OF WEDGEWOOD DRIVE WITHIN THE CITY LIMITS OF THE CITY OF PLANO; DECLARING IT UNLAWFUL AND A MISDEMEANOR TO PARK VEHICLES WITH GROSS VEHICLE WEIGHT RATINGS OF 10,000 POUNDS OR MORE UPON SUCH SECTIONS OF SUCH ROADWAY WITHIN THE LIMITS HEREIN DEFINED; 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**, the City Council of the City of Plano finds it necessary to prohibit stopping, standing, or parking of vehicles with gross vehicle weight ratings of 10,000 pounds or more on certain sections of Wedgewood Drive within the city limits of the City of Plano in order to provide for the safety of the general public within the area.

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

**Section I.** It shall be unlawful for any person to stop, stand, or park any vehicle with a gross vehicle weight rating of 10,000 pounds or more along the sections of Wedgewood Drive described herein, except when necessary to avoid conflict with other traffic, or in compliance with law or directions of a police officer, or when in the process of loading or unloading freight or merchandise.

**Section II.** Section 12-114.1 of Chapter 12 Motor Vehicles and Traffic of the City of Plano Code of Ordinances is hereby amended by the repeal of the following Subsection:

*Wedgewood Drive*, along both sides from its intersection with Dallas Parkway west to its intersection with Communications Parkway.

**Section III.** Section 12-114.1 of Chapter 12 Motor Vehicles and Traffic of the City of Plano Code of Ordinances is hereby amended by the addition of the following Subsections entitled and to read as follows:

*Wedgewood Drive:*

- (1) Along the north side from its intersection with Dallas Parkway to a point 310 feet west of its intersection with Dallas Parkway;
- (2) Along the north side from a point 360 feet west of its intersection with Dallas Parkway west to its intersection with Communications Parkway.
- (3) Along the south side from its intersection with Dallas Parkway west to its intersection with Communications Parkway.

**Section IV.** The Traffic Engineer of Plano is hereby authorized and directed to cause placement of traffic control signs at each approach to the portions of the roadways described herein, and such sign shall give notice to all persons of the prohibition against stopping, standing, or parking in this area.

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

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

**DULY PASSED AND APPROVED this 11th day of May, 2009.**

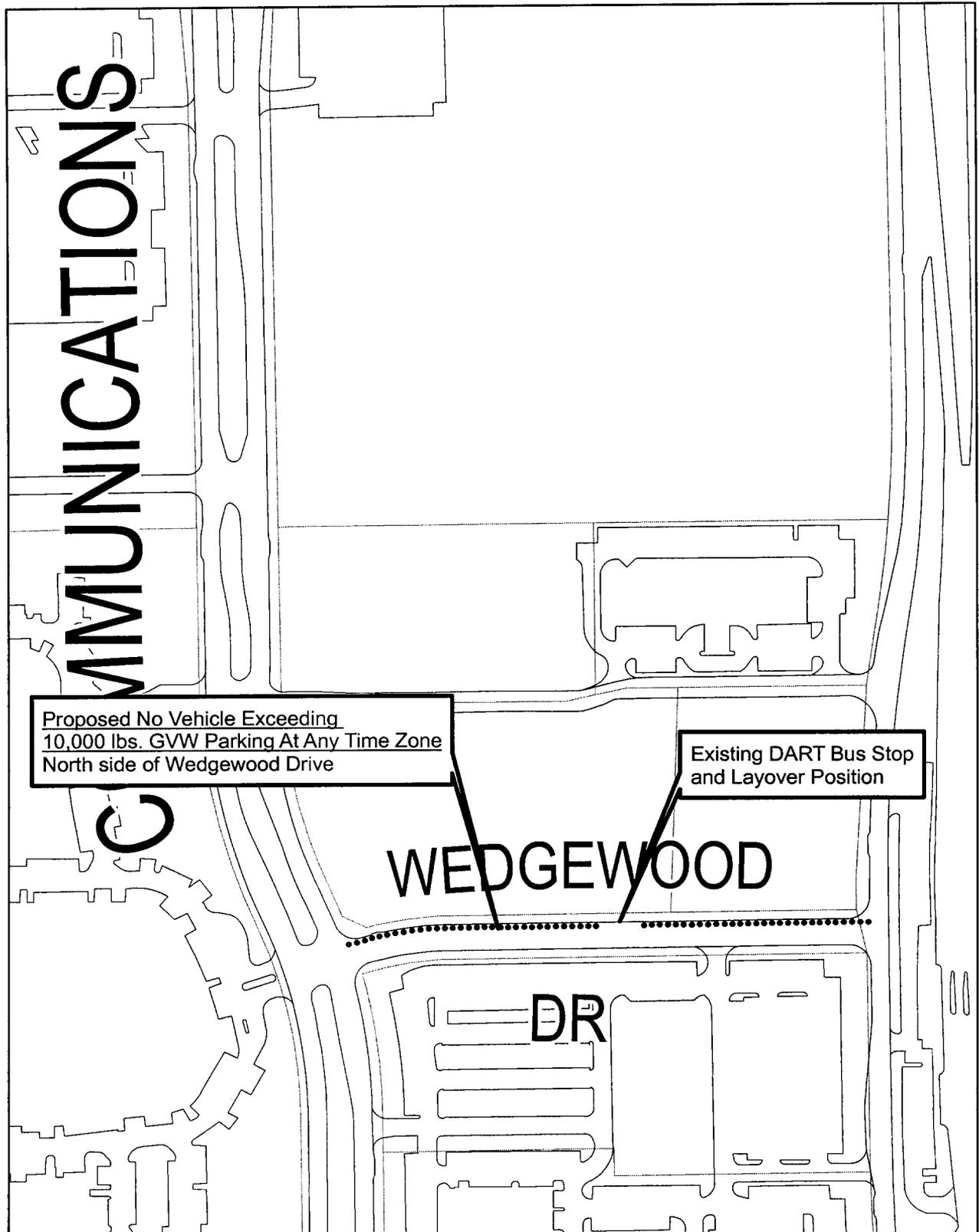
\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

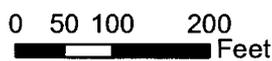
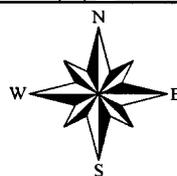
\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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



Proposed No Vehicle Exceeding 10,000 lbs. GVW Parking Locations on the North Side of Wedgewood Drive



Transportation Engineering Division



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>5/11/09</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation			Initials      Date	
Department Head	Amy Fortenberry	Assistant City Manager			
Dept Signature:	<i>Amy Fortenberry</i>	Deputy City Manager		<i>[Signature]</i> 05.05.09	
		City Manager		<i>[Signature]</i> 5/5/09	
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>					
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 checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
Approval of a Professional Services Agreement by and between Weibring-Wolfard Golf Design, Inc. and the City of Plano, Texas in the amount of \$876,200 for Pecan Hollow Golf Course Renovation (RFQ #208-55B) and authorizing the City Manager or designee to execute all necessary documents (tabled 4-27-09).					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2008-09</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		15,390	1,184,610	300,000	<b>1,500,000</b>
Encumbered/Expended Amount		-15,390	-60,800	0	<b>-76,190</b>
This Item		0	-876,200	0	<b>-876,200</b>
BALANCE		0	247,610	300,000	<b>547,610</b>
FUND(S): <b>PARK IMPROVEMENT CIP</b>					
<b>COMMENTS:</b> Funds are included in the 2008-09 Park Improvement CIP. This item, in the amount of \$876,200, will leave a current year balance of \$247,610 for the Pecan Hollow Golf Course project.					
<b>STRATEGIC PLAN GOAL:</b> Professional services associated with the renovation of the golf course relate to the City's Goal of Premier City in Which to Live.					
<b>SUMMARY OF ITEM</b>					
This agreement provides for Professional Services to prepare plans and construction documents for renovation of Pecan Hollow Golf Course. The work includes surveying, replatting, site plan preparation, design development, construction documents, Texas Department of Licensing and Regulation plans, Corp of Engineers permitting and construction observation.					
The renovation includes a new cart barn, new greens, new tee boxes, cart path additions, new irrigation system, re-routing of several existing fairways and a new fully functional driving range.					
Pecan Hollow Golf Course was originally built in 1972. The cart barn, 17 of the greens and most of the tee boxes are now 37 years old. The irrigation system is 22 years old. Revenue from the existing driving range is limited by its size and location. In some areas the layout of the existing course conflicts with new developments adjacent to the course.					



## CITY OF PLANO COUNCIL AGENDA ITEM

The existing greens, irrigation system and cart barn cannot be sustained in their current condition indefinitely. The renovation is needed to insure that the course remains functional and attractive to golfers. The replacement of these major elements creates a rare opportunity to re-design much of the course and bring it up to current golfing standards.

The contract fee is \$876,200 and includes basic services, surveying, site plan preparation, platting, construction documents, construction administration and reimbursable expenses. The total fee is 11.23% of the construction budget of \$7,800,000. This fee is consistent with other park and engineering projects of this size and scope. Funding for design is available in the FY 2008-09 Park Improvement CIP from funding approved in the 2005 Bond Referendum. Funding for construction of the cart barn is also available through the 2005 Bond Referendum. Funding for the course improvements is included in the 2009 Bond Referendum. If the referendum fails, we will proceed with construction of the new cart barn. Plans for the course improvements will be completed and ready for bidding when funding is available through a future bond election.

Weibring-Wolfard Golf Design was selected through an RFP process specifically for this project.

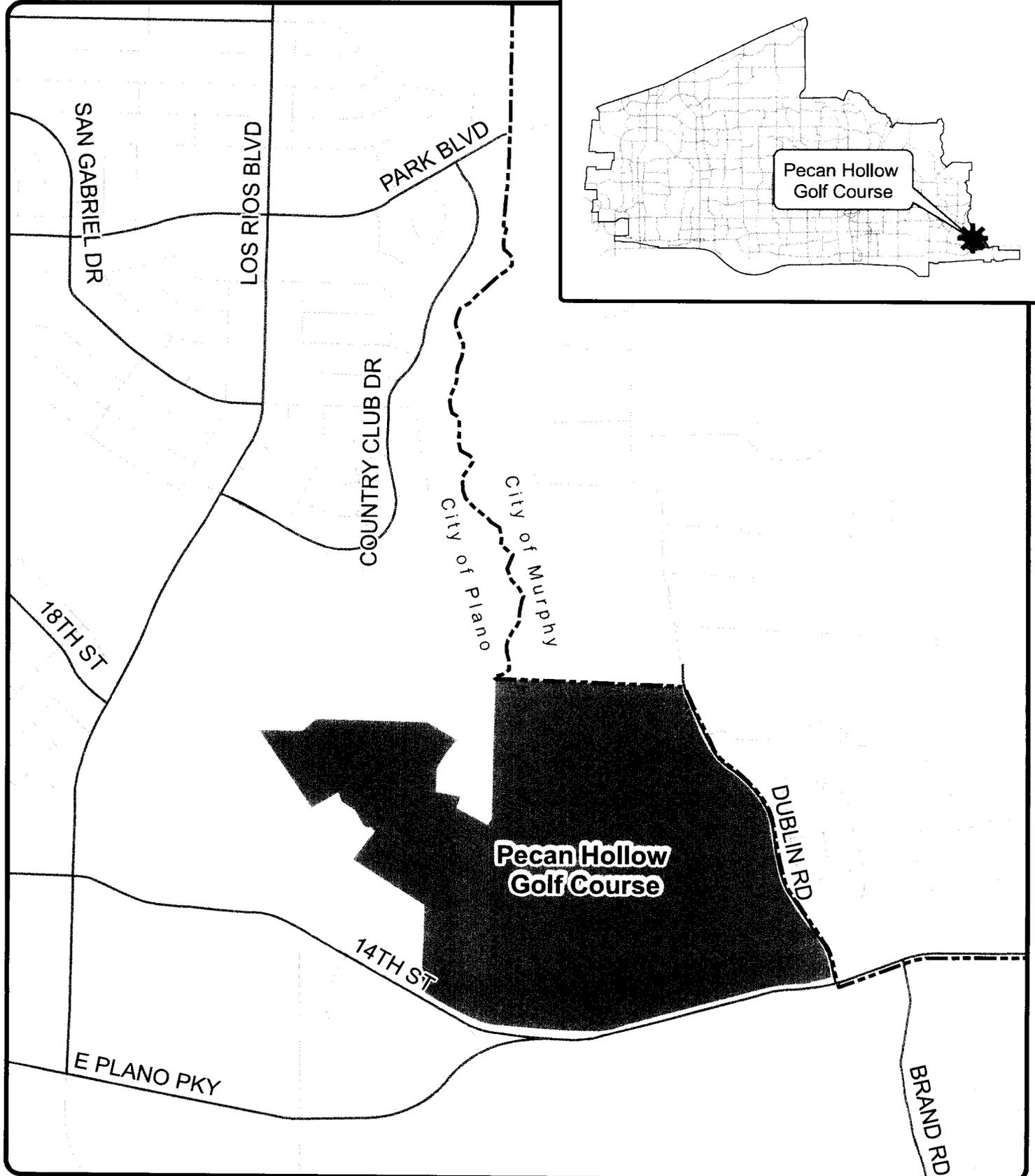
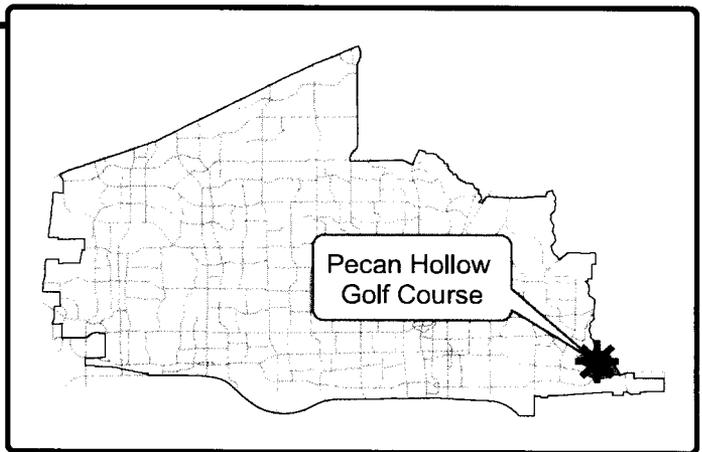
List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map Professional Services Agreement	



# Location Map

## Pecan Hollow Golf Course

Project #5922



**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN THE CITY OF PLANO, TEXAS AND  
WEIBRING-WOLFARD GOLF DESIGN, INC.**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **WEIBRING-WOLFARD GOLF DESIGN, INC.** a Delaware corporation, hereinafter referred to as "WWGD" to be effective from and after the date as provided herein.

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of WWGD to redesign certain portions of Pecan Hollow Golf Course, hereinafter sometimes referred to as the "Project" or the "Course"; and

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

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

**I. Engagement**

The City hereby agrees to retain WWGD to perform professional services in connection with the redesign of certain portions of Pecan Hollow Golf Course, and WWGD agrees to perform such services in accordance with the terms and conditions of this Agreement.

**II. Scope of Services**

The parties agree that WWGD shall perform such services as are further described in the Scope of Services attached hereto and incorporated herein as **Exhibit "A"**. The parties understand and agree that deviations or modifications in the Scope of Services may be authorized from time to time by the City, but said authorization must be made in writing.

City shall perform or provide the following, all of which are necessary to enable WWGD to adequately perform its duties under this agreement:

- A. City shall provide WWGD full, accurate and complete information regarding the requirements for the Course, to the best of its knowledge.
- B. City shall be responsible for all environmental conditions and assessments of land comprising the golf course; WWGD makes no representation or warranty to City regarding the environmental conditions of such land.

- C. City shall ensure, by obtaining a water report or otherwise, that the Course will have sufficient water and water rights to satisfy the requirements for (i) potable water to be used in connection with the Course's facilities and (ii) irrigation of the Course. WWGD makes no representation or warranty to City regarding the availability of water or water rights in connection with the Course.
- D. City, or its representative, shall render decisions pertaining to the Course promptly in order to avoid any unnecessary delay in the progress of the services to be performed by WWGD under this Agreement.

### **III. Schedule of Work**

WWGD agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work until completion in accordance with the Planning Schedule attached hereto as **Exhibit "B"**. If additional work is requested by City beyond what is contained in the Scope of Services, the Schedule of Work may be extended by written agreement of the parties.

### **IV. Compensation/Expenses**

Total compensation for WWGD's work on the Project shall be in an amount not to exceed the sum of **EIGHT HUNDRED SEVENTY-SIX THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$876,200.00)** and as itemized in **Exhibit "C"** attached hereto. In the event the City fails to commence construction work on the Project within one (1) year from the date of acceptance of all pre-bid documents, all unearned or unpaid fees shall be adjusted, taking into consideration increases in cost and changes in the scope of work due to the passage of time.

### **V. Insurance**

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

### **VI. Liability and Indemnity**

WWGD shall release, defend, indemnify and hold the City and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorneys fees and expenses, caused by the negligent act or omission or intentional wrongful act or omission of WWGD its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom WWGD is legally responsible (hereinafter "Claims"). WWGD is expressly required to defend City against all such Claims.

City, to the extent allowed by law and without waiving any rights, immunities or defenses available to it under state or federal law, agrees to, release, defend, indemnify and hold WWGD and its officers, agents, employees and subcontractors harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorneys fees and expenses, caused by the negligent act or omission or intentional wrongful act or omission of City its officers, agents, employees or any other third parties for whom City is legally responsible (hereinafter "Claims"). City is expressly required to defend WWGD against all such Claims.

City hereby acknowledges that operation and use of the Course carries with it the risk that persons and/or property on or near the Course may suffer damage caused as a result of activities customarily associated with its use, including, but not limited to, damage to persons and/or property caused by errant golf balls.

WWGD represents and warrants that it is a professional golf course design company and that the golf course redesign work it performs will not create an extraordinary risk of harm to the ordinary users of the golf course or to adjacent property and occupiers thereof.

#### **VII. Independent Contractor**

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

#### **VIII. Audits and Records**

WWGD agrees that at any time during normal business hours and as often as City may deem necessary, WWGD shall make available to representatives of the City for examination all of its and its subcontractors' records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of two (2) years from the date of City's acceptance of the final Project, or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

#### **IX. Prohibited Interest**

WWGD agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of WWGD

shall execute the affidavit shown in Exhibit "E". WWGD understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

#### **X. Contract Termination**

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to WWGD . In the event of such termination, WWGD shall be compensated for services performed prior to termination, together with reimbursable expenses then due. WWGD shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by WWGD in connection with this Agreement\_ and for which WWGD has been compensated by the City.

#### **XI. Ownership of Documents**

Upon termination, with or without cause, of this Agreement, WWGD shall transfer, assign and make available to City, or its representatives, all property and materials in its possession or control belonging to the City and paid for by the City. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, WWGD and City agree that for the purposes of this order the material shall be a work made for hire and the property of the City. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event WWGD hereby assigns all right, title and interest to said material to City for the fees specified herein.

In the event that any substantial or material change is made to the Course design after completion thereof without the prior written consent of WWGD, which consent shall not be unreasonably withheld, then thereafter City shall not be entitled to state or represent in any manner that the Course, as so changed, was designed by WWGD. City agrees that should the Course not be maintained to the same standard as when the Course was opened for play then City will not be entitled to state or represent in any manner that the Course was designed by WWGD. Further, in the event of a termination of this Agreement by the City pursuant to Article X above, then the City, absent written consent from WWGD, which consent shall not be unreasonably withheld, , will not be entitled to state or represent in any manner that the Course was designed by WWGD.

#### **XII. Complete Agreement**

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

### **XIII. Mailing of Notices**

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

City of Plano, Texas  
Parks And Recreation Department  
Attn: Ron Underwood  
P.O. Box 860358  
Plano, TX 75086-0358

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

Weibring-Wolfard Golf Design, Inc.  
Attn: Bill Kirkendall  
5601 W. Spring Creek Parkway  
Plano, Texas 75024-3577

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

### **XIV. Miscellaneous**

A. Paragraph Headings:

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

B. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

**SIGNED** on the date indicated below.

**WEIBRING-WOLFARD GOLF  
DESIGNS, INC.**  
a Delaware Corporation

DATE: 4/16/09

BY: Bill Kirkendall  
**BILL KIRKENDALL**, PRESIDENT

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Thomas H. Muehlenbeck  
CITY MANAGER

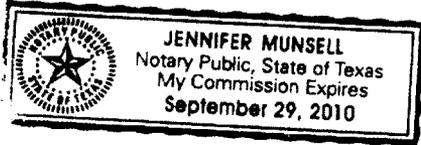
**APPROVED AS TO FORM:**

Diane C. Wetherbee  
Diane C. Wetherbee, City Attorney

**ACKNOWLEDGMENTS**

STATE OF TEXAS §  
COUNTY OF Collin §

This instrument was acknowledged before me on the 16 day of April, 2009, by Bill Kirkendall President of **WEIBRING-WOLFARD GOLF DESIGN, INC.** a Delaware Corporation, on behalf of said corporation.



Jennifer Munsell  
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 municipal corporation.

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

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

1. ENGAGEMENT. City hereby engages WWGD to perform certain basic services (the "Basic Services") with respect to the re-design of the 18-hole Course and practice range at Pecan Hollow Golf Course (the "Course").
2. BASIC SERVICES. The Basic Services to be performed by WWGD and its subcontractors for the Basic Compensation set forth in Paragraph 8 below shall consist of the following:
  - a. Design Services with respect to the Course as set forth in Paragraph 3 below;
  - b. Construction Consulting Services with respect to the construction of the improvements for the Course, as set forth in Paragraph 5 below;
  - c. Design/Construction Agronomics Services with respect to the Course, as set forth in Paragraph 6 below; and
  - d. Promotional Rights as set forth in Paragraph 7 below.
3. DESIGN SERVICES. WWGD shall perform design services (the "Design Services") with regard to the Course consisting of Construction Drawings and Specifications phases set forth below. WWGD has met and consulted with City to ascertain City's goals and objectives as to budget, level of difficulty, maintainability and other pertinent matters with respect to the Course. WWGD shall have no responsibility to prepare plans, specifications, or drawings for the Course clubhouse, parking facilities, maintenance facilities, halfway house, shelter houses, sanitary facilities, drinking fountains, dams, or any other facilities incidental to the Course. WWGD will, however, consult with and advise City with regard to the planning and positioning of these facilities in relation to the Course, but WWGD will not have any liability to City with respect to the design, location, or construction of such facilities or structures. A cart barn facility is included and is detailed below. All plans (Civil, Landscaping, Irrigation and Specifications) will be provided to City on a CD Rom Disk in an AutoCadd and PDF formats.

The Design Services will be performed as follows:

Construction Drawings and Specifications: Using the Master Plan previously prepared by WWGD and approved by City, WWGD shall commence development of the Construction Drawings and Specifications for the Course. The Construction Drawings and Specifications will consist of the plans, specifications and drawings necessary for the construction of the improvements for the Course, as set forth below, and all necessary supplemental schedules and specifications to such plans:

- A. Staking Plan. WWGD shall prepare a Staking Plan denoting coordinates of center points of tees, fairways, and greens. This plan will illustrate key distances within the Course including distance from the tee to the landing area and the landing area to the green.

The Staking Plan will illustrate the centerline layout of the Course for construction. This plan will be based upon and prepared for a reproducible boundary survey with coordinate system provided by the City at a scale of one (1) inch to one hundred (100) feet.

- B. Clearing Plan. WWGD shall prepare a Clearing Plan delineating the areas of the Course for removing and disposing of trees, vegetation and any objectionable material or objects. This plan will illustrate the areas of each hole to be "Cleared and Grubbed". Typically three zones of clearing will be illustrated for construction: Zone "A" – Initial clearing and Grubbing. This zone will typically be one hundred (100) feet wide and located along the centerline of the fairway. Zone "B" – Selective Clearing and Grubbing. This zone will depict the limits of total Clearing. It will typically be located at the edge of the limits of the grading and earthwork for each hole. Zone "C" – Selective Grubbing and Pruning. This zone is the area between holes and will require hand pruning and trimming.

- C. Grading Plans. WWGD shall prepare a Grading Plan from an accurate reproducible contour plan (digital) provided by the City. This base contour plan provided by the City will accurately depict the existing natural features of the site, the perimeter boundary, roadways, and utilities. This plan will further show topography (at two (2) foot intervals), drainage pattern (creeks, rivers, lakes, ponds, and floodplain area), vegetation (specimen trees, thickets, grasslands, and forests,) and any unusual natural features (waterfalls, caves, rock outcroppings) of the property. This plan shall be at a scale of one (1) inch to one hundred (100) feet.

WWGD's Grading Plan shall show proposed grades, elevations and contours in the fairways at two (2) foot intervals with elevations for golf course features clearly placed on the plan. This plan will show all swales, mounds, ridges, hollows, and all golf course features (greens, tees, fairways, bunkers, lakes, rivers, and ponds).

As part of the Grading Plans, WWGD will prepare a Green Detail plan for each green illustrating all green and putting surface features. Each Green Detail Plan will be sketched and finalized as construction progresses. The drawings will be prepared at a scale of one (1) inch to twenty (20) feet with contours at two tenths of a foot (0.2') intervals.

- D. Drainage Plan. WWGD shall prepare a Drainage Plan for the Course that ties into the creeks and existing drainage structures. Internal drainage for the

course shall be made a part of the Construction Drawings and Specifications, however, such drainage plan and off-course drainage will be approved by City and the WWGD engineer. This plan will be prepared at a scale of one (1) inch to one hundred (100) feet. This plan will show the location of all drain lines and inlets on and around the Course. **WWGD shall have the right to approve the location of all drainage structures across the Course.**

- E. Seeding and Grassing Plan. WWGD shall prepare a Seeding and Grassing Plan delineating the areas on the Course which will be respectively planted with selected varieties of turf. This plan will show the areas of tees, greens, fairways, primary and secondary roughs, and other Course features (bunkers, slopes, swales, hollows, etc.) requiring special planning methods. This plan will be prepared at a scale of one (1) inch to one hundred (100) feet. Included in this plan will be the proposed locations of shelters, sanitary facilities, service roads and cart paths.
- F. Strategic Tree Planting Plan. WWGD shall prepare a Strategic Tree Planting Plan for the Course designating the location of strategic trees or groupings of strategic trees; however, this plan shall not include any other landscaping other than strategic tree planting on the Course.
- G. Cart Path Routing Plan. WWGD shall prepare a Cart Path Routing Plan delineating the routing plan for the cart path throughout the Course. Any cart path routing must be approved by City and/or WWGD engineer. Any crossings of municipal thoroughfares must meet governing body approval. Such approval shall be deemed received when City approves Plans and Specifications.
- H. Irrigation. The irrigation engineering for this project has been divided into tasks. The first task is the irrigation engineering services and involves the following efforts:

**Phase I: Design Concept Development:**

A design concept meeting will be held at the City's office in Plano to discuss and evaluate such items as water delivery/supply, anticipated water quality, pond storage, pump station and filtration requirements, irrigation system desires, water management concerns, treatment of turf areas outside of the golf course boundaries and irrigation coverage area.

Based on the decisions made during the above meeting, WWGD will calculate peak season and annual water requirements for irrigated areas based on historic evapo-transpiration rates. A spreadsheet will be developed to show peak season and annual water use by month. This information will assist the City and WWGD in ensuring that an adequate amount of water storage is

being provided to satisfy peak season demands and that there is an adequate rate of effluent delivery from the treatment plant into the irrigation lake. A design memorandum will be prepared summarizing the above information and formalizing the approach to our irrigation design.

Deliverables:

1. Memorandum noting the agreed upon Irrigation System Design Concepts.
2. Water consumption projects and storage requirements.
3. Irrigation Designs shall be submitted in AutoCadd and PDF formats in addition to any hard copies provided. These may be provided at the end of the project when as-builts are provided.

Preliminary Irrigation Design Coverage Plan:

WWGD, or its subcontractor, will use WWGD AutoCAD generated base plans for preparation of Irrigation Construction Documents at a scale of one (1) inch equaling one-hundred (100) feet.

WWGD will prepare preliminary drawings based on the agreed upon design approach and these preliminary documents will illustrate sprinkler layout and limits of coverage, mainline routing, controller placement and pump station configuration. Major component assembly details will be provided for the City's review and comment at this stage of the design process. Based on these drawings, an opinion of the probable current cost will be reviewed.

Deliverables:

1. Preliminary Design and Coverage Drawings.
2. Opinion of Probable Current Construction Costs.

**Phase II – Construction Documents and Specifications:**

Upon acceptance of the preliminary design, WWGD will prepare irrigation construction documents at the same scale as noted above for use in the City's obtaining bids for construction of the irrigation system, pumping plant and associated components. The following elements will be included in the package:

Irrigation Pumping System – VFD:

Irrigation pumping system construction documents will illustrate and call out the necessary requirements of the pump station. Filtration requirements will be determined and include as part of the pump station design. Technical specifications covering this equipment will be provided with the plans.

### **Irrigation Piping System and Sprinkler Layout:**

Irrigation construction documents at 1" = 100' will include mainline and sub main pipe routing and sizing, sprinkler layout maximizing uniform coverage and the desired level of individual rotor control for green, tee, and fairway surfaces. The irrigation mainline pipe will be sized using computerized hydraulic modeling software. This optimizes mainline pipe sizes by simulating various operating conditions to balance both operational constraints and mainline pipe costs. The piping network will be designed to provide isolation of each hole or sub-main if desired for ease of maintenance and repairs. Irrigation component installation details will be provided in addition to irrigation specifications covering major system components. Equipment selection will allow for multiple manufacturers to prepare bids.

### **Irrigation Electrical System and Control System:**

Irrigation construction documents will include power wire routing, sizing, communication cable routing and sizing, satellite controller locations, sprinkler stationing, and central control system location selection. Technical specifications covering the electrical components and their installation will be prepared.

The 100% construction document set will include one set of reproducible paper drawings, technical specifications and an opinion of probable current construction cost all to be provided on a CD Rom Disk in AutoCadd, Microsoft Word and PDF format. WWGD will print and deliver construction documents to City, resulting in a sealed and signed package:

1. Stamped and sealed Irrigation Construction Drawings.
2. Irrigation Installation Details.
3. Opinion of Probable Current Construction Cost.
4. Irrigation Specifications in the standard City of Plano Irrigation Specification format using City of Plano standards and drawings.

### **Phase III – Construction Services**

#### **Response to the Bidders during the Bid Process:**

WWGD, or its subcontractor, will respond in writing to City's Contractor comments and questions concerning the irrigation system that are generated during the bidding process. WWGD will prepare any necessary Addendums for distribution prior to bid opening.

#### **Pre-Construction Meeting:**

Following the selection of a Contractor, WWGD will meet with the Contractor's project and irrigation foremen to discuss details of the project, review plans and specifications and to address any other specific questions concerning the irrigation system. This will be concurrent with the first staking trip.

#### Field Staking and Other Site Meetings:

WWGD will provide field staking services of sprinklers, isolation valves, and controllers along with the route of the mainline. A total of eight (8) staking/site visits for this project has been allowed which includes staking of the driving range and practice areas. During staking, GPS equipment with sub-meter accuracy will be used to record all sprinkler locations, tees, bunkers and greens along with cart paths. This information will be the basis for "as-staked" AutoCAD drawings delivered to the Contractor within 72 hours of the conclusion of each trip. Three copies of each "as-staked" plan will be sent to the Contractor for recording of piping, valves, etc. as part of his daily field notes and one copy to WWGD office files. Written staking reports will accompany these plans and they may include digital color photos of the project as it progresses. A rotor chart per hole will be provided so that a running total of sprinklers staked versus what was called for on the plans can be tracked.

It is expected that a full time City representative will observe the irrigation system construction on a daily basis. WWGD will discuss with this individual key items to be aware of during the installation process. WWGD, or its subcontractor, will be available via email and telephone on a daily basis to communicate with the City's representative and answer questions.

#### Deliverables:

1. Eight site visits during construction to stake the locations of sprinklers, valves, controllers, major features on each hole and coordinate mainline routing.
2. Preparation of "as-staked" drawings and site reports will be generated after each visit within 72 hours.

#### Final System Evaluation and Punch List Report:

At completion of the installation, a final system evaluation (Punch List) will be conducted. A list of items by hole will be prepared that indicates corrections that need to be completed to the system prior to issuance of Final Acceptance. This evaluation will include the following:

1. Walk mainline pipe and observe mainline isolation valves along with the condition of mainline trenches looking for excessive settling.
2. Observe splice boxes and grounding rod and plate connections.
3. Observe satellite controllers inside and out checking for conformance to details and specifications.
4. Verify location and operation of quick coupling valves.
5. Operate selective sprinklers remotely from the controller and check for proper rotation, plugged nozzles, leaking seals, sprinkler set height and orientation.
6. Sub-main pipe trenches will be observed for excessive settling.
7. Pump station to be ramped up to full capacity and back down to verify proper operation.
8. Pump station filters will be operated manually to verify flushing.
9. Verification of grounding and communication cable testing (if installed) by manufacturer's representative and reading noted in controller enclosure.

Preparation of Record Drawings:

WWGD or its subcontractor will prepare Record Drawings for the project using sub-meter GPS mapping techniques, contractor field notes and additional mapping efforts to locate isolation valves, wire splices, air relief valves, quick coupling valves, power wiring routes and splice box locations. One set of reproducible plans and PDF files of the record plans will be provided.

The Working Drawings are to remain the property of WWGD. City agrees not to reproduce, recreate, publish or distribute in any manner any of the Construction Drawings or make any other use thereof without the prior written consent of WWGD, which consent shall not be unreasonably withheld; provided however, WWGD shall not use the drawings or specifications on other projects without the prior written consent of City, which consent shall not be unreasonably withheld.

I. Engineering Services.

**Platting**

- a. Prepare a subdivision plat of the existing golf course limits, and submit to City of Plano Plan Commission for approval.
- b. This task item excludes placement of floodway monuments within the limits of golf.

### **Tree Surveys**

- a. Identify protected trees, per the City of Plano Tree Ordinance, within the limits of Hole #10 and #17 that are impacted during construction. Tree survey will identify size, species and condition of tree.
- b. This task item does not include preparation of a tree mitigation plan.

### **Survey for Design**

- a. A topographic survey will be prepared for the proposed cart barn area, approximately 1-acre area only. This includes field shot elevations of the site on generally a 50-foot grid. The field ties will include elevations on relevant adjacent features and ties of visible surface utilities. Underground utility locations will be shown from available records obtained from the City agencies and Franchise Utility Companies.
- b. Survey includes a maximum of six (6) channel cross sections that will be used for channel hydraulics and details for proposed stream erosion protection.

### **Jurisdictional determination**

- a. Identify and locate jurisdictional Waters of the United States (including wetlands) regulated by the U.S. Army Corps of Engineers (COE) under Section 404 of the Clean Water Act. Positive evidence of hydrophytic vegetation, hydric soils, and wetlands hydrology is required for determination of a wetland. The findings will follow COE guidelines established for jurisdictional determination to support anticipated section 404 permits.

### **COE Section 404 permitting**

- a. WWGD will work with the COE to determine final requirements for 404 Permitting. This task includes coordination and submittals to the COE to secure a permit for a nationwide permit for minimal impacts. This task item does not include preparation of documentation in support of an Individual Permit.

### **Hydraulic Study**

- a. Provide supporting hydraulic calculations for existing flows, velocities and water surface elevations within the existing floodplain.

including incorporating new structures and grading into the hydraulic model.

- b. Submit hydraulic study to City for Review
- c. This item excludes preparing CLOMR or LOMR applications.

#### **Design of Stream Erosion Protection**

- a. Task includes identifying and suggesting different types of erosion control and armoring of the existing stream bank. Upon City approval of erosion control devices, detailed plans and specifications will be prepared. This task item includes up to 3 (three) locations or up to 1,500 LF of channel. Design for additional locations can be provided for an additional fee.
- b. Prepare plans and specifications for providing stream bank armoring of existing bridge abutments. Includes plans and specifications for armoring of the two new bridge locations.

#### **Design of Major Storm Drainage Systems**

- a. Analyze existing drainage system and prepare plan profile sheets for proposed drainage improvements. This task item includes obtaining existing storm drainage plans from City, and incorporating storm drainage location and size into the site base map. Smaller sub drainage areas will be designed by the golf course architect.
- b. Obtain as-built elevations for all significant drainage inlets and structures.

#### **Grading Plan Coordination and Earthwork Calculations**

- a. Provide grading plan support in conjunction with the site drainage system improvements. Assist with major swale grading concepts throughout the golf course and provide grading guidance for any overflow swales needed to increase the creek cross-sectional area for storm water conveyance. Final grading plans will be prepared and submitted to City for approval.
- b. Provide earthwork calculations based on the final grading plans. Includes 2 (two) iterations with minor revisions.

#### **Storm Water Pollution Prevention Plan & Erosion Control Plan**

- a. Includes preparation of the project Storm Water Pollution Prevention Plan (SWP3) and Erosion Control Plan in accordance with the City of Plano requirements. Assist with Owner and Operator NOI and NOT submittals to TCEQ.

#### **Project Meetings and Coordination**

- a. This task includes attendance at project design meetings and separate meetings with City of Plano, other consultants and other governmental agencies during the design process. Includes up to six (6) meetings during design to be scheduled by others.

#### **Construction Meetings & Administration**

- a. This task includes submittal review and written responses to Contractor submittals and RFI's on construction drawings and submittals prepared under this proposal. Attendance at six (6) on-site meetings during the site work phase of construction. These meetings shall be scheduled and coordinated by others. Requested attendance at additional construction meetings, design revisions during construction and other site visits in excess of those described above can be provided as an additional service.

#### **Construction Staking**

- a. Provide construction stakes for tees, greens and turning points on all 18 holes of golf.

#### **Geotechnical Investigation (by others)**

- a. Contact with local geotechnical firm to provide geotechnical reports and recommendations for structural design components associated with bridge abutments at two new golf cart bridge locations and the new cart barn facility.

#### **Civil Design for new Cart Storage Facility**

- a. Paving, grading and drainage design for parking lot and new cart storage building.
- b. Design extension of onsite water and sewer, and coordinate franchise utilities.
- c. Preparation of unsealed Record drawings based on documentation provided by City and the Contractor's as-builds.

## **A/E Design Services for the Cart Barn Facility**

- a. Architectural Scope Includes:
- Architectural Construction Documents (Drawings and Specifications) as listed below:
  - Cart barn – 8,000 sq. ft. of ventilated cart storage space with overhead doors
  - Office – 2,000 sq. ft. (assume 1-2 office, 2 single user restrooms, training room, break area)
  - Pre-engineered metal building, clad in CMU or stone
  - Code research
  - Schematic Design, including client meeting
  - Full Construction Docs, including site plan, floor plans, ceiling plan, exterior elevations, interior elevations, sections, details, schedules and specifications (on drawings).
  - Probable Construction Cost estimate. (includes Architectural, MEP & Structural)
  - Record Drawings based on documentation provided by the Contractor's as-builds and minimal site observations performed during the construction phase
  - Architectural Construction Administration listed below:
  - Bid management and evaluation
  - Includes up to six (6) site visits for construction observation
  - Shop drawing review and answering RFI's
  - WWGD will provide one final site visit with City staff appointed by Richard Medlen of the City of Plano which can be used as the final punch list visit during the construction phase.
- b. Structural Scope Includes:
- Structural Construction Documents (Drawings and Specifications) as listed below:
  - The construction is anticipated to be a pre-engineered building structure. This scope includes the design of the foundation only. The foundations are anticipated to be shallow continuous and spread footings and the floor will be a reinforced concrete slab supported on a prepared sub grade. Cart barn – 8,000 sq. ft. of ventilated cart storage space with overhead doors.
  - Structural Construction Administration as listed below:
  - Includes two (2) site visits for construction observation
  - Shop drawing review, telephone consultation, and two (2) site visits for construction observation
- c. MEP Scope Includes:

- MEP Construction Documents (Drawings and Specifications) as listed below:
  - HVAC design and engineered construction documents for the building including heating and air conditioning of the office and heating and ventilation of the cart storage.
  - Plumbing design and engineered construction documents for the building including sanitary/vent/water piping, plumbing fixtures, and piping accessories
  - Performance specification of fire protection system.
  - Electrical design and engineered construction documents for the building as defined above including building power, building lighting, telephone/data outlets locations, and power to security system equipment.
  - WWGD will provide one set of review documents prior to issuing sealed and signed construction documents.
  - WWGD will attend one design review meeting.
  - MEP Construction Administration as listed below:
  - WWGD will provide one site visit with City staff appointed by Richard Medlen of the City of Plano which can be used as the final punch list visit during the construction phase.
  - WWGD will review and answer all written RFI's and Clarifications.
  - WWGD will review all project submittals and shop drawings.
  - WWGD will provide plans on CD Rom Disk in AutoCadd and PDF formats.
4. Construction Consulting Services. After completion of Construction Drawings, WWGD shall provide certain services with respect to the Construction of the Course, which services will include Construction Consulting with City in City's preparation for the construction of the Course and during the performance of the Construction Work on the Course (the "Construction Work") to determine in general if the construction work is proceeding in accordance with the Work Drawings prepared by WWGD and approved by City. These services are more specifically described as follows:
- a. Bid Document/General Contractor Selection. WWGD shall, if requested by City, advise and assist City in the preparation of a bidding package that will provide the details for contractors to bid on the Construction Work. This package will include a form for each contractor's bid and instructions to the bidders. Also, WWGD will advise and assist City in evaluating the submitted bid documents and recommend to City a general contractor to perform the Construction Work. Such recommendation by WWGD will be based upon the bids received from the various contractors and their reputation in the golf course construction industry. City agrees that WWGD shall have no liability whatsoever for any claim, loss or damage incurred by

City or any other person with respect to the Construction Work performed by the general contractor with regard to the Course.

- b. Construction Observation. Throughout the progress of the Construction Work, representatives of WWGD will make such visits to the Course to determine in general if the Construction Work is being performed in accordance with the Working Drawings. The visits shall be made as WWGD, in its sole discretion, shall deem necessary and will be a minimum of two (2) visits per month. WWGD will be in frequent communication with the On-site Construction Coordinator, if City elects to employ such Coordinator. City agrees that WWGD will not actually supervise the Construction Work, and WWGD shall have no liability whatsoever for any claim, loss or damage incurred by City or any other person with respect to the Construction Work. Representatives of WWGD will attend and/or teleconference as many construction meetings as possible.
5. Design/Construction Agronomic Services. WWGD will perform certain design and construction agronomic services (the "Design/Construction Agronomic Services") with regard to the Course during the Construction Work and grow-in phase but prior to the re-opening of the Course for play. These Design/Construction Agronomic Services will include the following area:
    - a. The agronomic specifications will be prepared by WWGD in accordance with the guidelines established by the United States Golf Association. Soil samples shall be prepared by City who will in turn send them to an independent testing laboratory recommended by WWGD and approved by the United States Golf Association. Such testing will be arranged by WWGD for the benefit of City. The fee and all associated costs for such testing shall be paid by City.
    - b. Recommendation for grasses for all playing areas of the Course.

**EXHIBIT B: PROBABLE PLANNING SCHEDULE FOR PECAN HOLLOW GOLF COURSE**

	WWGD	Start	Complete
Upon execution of this Agreement and commencement of Construction Drawings and Specifications. WWGD will immediately prepare Grading Plan in Paragraph 3.3		28 Apr 09	
Subdivision Plat of the existing golf course limits, including placement of floodway monuments		28 Apr 09	1 May 10
Tree survey for specific areas of the golf course within the limits of the new holes #10 and #17		28 Apr 09	1 Jun 09
Survey for Design		28 Apr 09	1 Jun 09
Identify and locate jurisdictional Water of the United States, including wetlands regulated by the Army Corps of Engineers (COE).		28 Apr 09	1 Jun 09
Work with COE to determine final requirements for 404 permitting to secure a permit for a nationwide permit		1 Jul 09	1 Aug 09
Hydraulic Study		1 Jun 09	1 Jul 09
Geotechnical Investigation		1 Jun 09	1 Jul 09
Irrigation Design Development		28 Apr 09	1 Jun 09
<b>Phase II</b>			
Upon completion of Grading Plans		28 Apr 09	1 Jun 09
Upon completion of Drainage Plans		28 Apr 09	1 Jul 09
Upon completion of Construction Drawings and Specifications		28 Apr 09	1 Aug 09
Upon completion of a Construction Bid Package		1 Jul 09	1 Aug 09
Design of Stream Erosion Protection		1 Jun 09	1 Jul 09
Design of Major Storm Drainage		1 Jun 09	1 Jul 09
Erosion Control Plan and Storm Water Pollution Prevention Plan		1 Jun 09	1 Jul 09

Civil Design for new Cart Storage Facility		28 Apr 09	1 Jul 09
Project meeting and Coordination		28 Apr 09	1 Sep 10
Grading plan coordination and earthwork calculations		1 Jun 09	1 Jul 09
A/E Design Services for the Cart Barn Facility		28 Apr 09	1 Aug 09
Irrigation Construction Documents		28 Apr 09	1 Aug 09
<b>Phase III</b>			
Construction Observation		15 Dec 09	15 Dec 10
Construction Staking		15 Dec 09	1 Jan 10
Construction Meetings and Administration		15 Dec 09	1 Jan 11
Construction Observation, Staking, as-built and punch list		15 Sep 09	15 Dec 10

**PROBABLE CONSTRUCTION SCHEDULE FOR PECAN HOLLOW GOLF COURSE**

	Oct '09	Nov '09	Dec '09	Jan '10	Feb '10	Mar '10	Apr '10	May '10	June '10	Jul '10	Aug '10	Sept '10
Award Contract	XX											
Mobilization		XX										
Clearing		XX	XX									
Erosion Control		XX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX									
Topsoil Strip & Stockpile				XXXXX								
Earthwork				XXXXXXXXXX								
Major Drainage				XXXXXXXXXX								
Shaping				XXXXXXXXXX								
Install Secondary Drainage				XXXXXXXXXXXXXXXXXXXXXXXXXXXX								
Construct Greens				XXXXXXXXXX								
Install Irrigation				XXXXXXXXXXXXXXXXXXXXXXXXXXXX								
Construct Cart Paths				XXXXXXXXXXXXXXXXXX								
Construct Tees				XXXXXXXXXXXXXXXXXXXX								
Construct Bunkers				XXXXXXXXXXXXXXXXXXXX								

Install Bunker Sand  
 Fine Grade  
 Sprigging  
 Sod  
 Seed Native  
 Punch list

XXXXX  
 XXXXXXXXXXXXX  
 XXXXXX  
 XXXXXXXXXXXXX  
 XXXXXXXXXXXXX  
 XXXX

Out of Play end of December 2009 to Fall of 2010 (weather permitting)

**EXHIBIT C: COMPENSATION**

1. **BASIC COMPENSATION.** As Basic Compensation for the Basic Services to be provided by **WWGD** to **Client** as set forth in Paragraph 2 above (except where certain services specifically provide that the cost of such services shall be in addition to the compensation set forth in this Paragraph), **Client** agrees to pay **WWGD** the following:

a. **Basic Fee.** The Basic Fee for Basic Services shall be \$848,200.00. **Client** will pay to **WWGD**, as each Phase is completed and accepted, in *lawful money of the United States of America* that portion of the Basic Fee pursuant to the schedule set forth below:

**Phase I – Preliminary**

1. Upon execution of Agreement and Commencement of construction Documents	\$50,000	
		<u>\$50,000</u>
2. Subdivision Plat of the existing golf course	\$31,350	
3. Tree Surveys	\$7,150	
4. Survey for Design	\$5,225	
5. Identify and locate jurisdictional water of the United States	\$10,450	
6. Work with COE to determine final requirements for 404 permitting to secure a permit for a nationwide permit	\$16,500	
7. Hydraulic Study	\$19,800	
8. Geotechnical Investigation	\$8,250	

\$98,725

9. Irrigation Design Development \$4,950

\$4,950

**Total Phase I**

**\$153,675**

**Phase II – Construction Drawings**

1. Upon completion of Grading Plans \$70,000  
2. Upon completion of Drainage Plans \$25,000  
3. Upon completion of Construction Drawings and Specifications \$100,000  
4. Upon completion of a Construction Bid Package \$15,000

\$210,000

5. Design of Stream Erosion Protection \$8,250  
6. Design of Major Storm Drainage Systems \$20,350  
7. Erosion Control Plan and Storm Water Pollution Prevention Plan \$4,950  
8. Civil Design for new Cart Storage Facility \$18,150  
10. Special Services (Hourly) \$8,250  
*Billed on an hourly basis as needed. Amount will not exceed \$8,250 without Client approval.*  
11. Project meeting and Coordination \$5,225  
12. Grading plan coordination and earthwork calculations \$6,600  
13. A/E Design Services for the Cart Barn Facility \$58,300

\$130,075





**Exhibit D**  
**City of Plano**  
**Contractor Insurance Requirements and Agreement**  
**Requirements**

Contractors performing work on City property or public right-of-way for the City of Plano shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

**All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.**

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate;  Or  \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
2. Business Auto Liability	As required by State of Texas	
3. Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation

**Questions regarding this insurance should be directed to the City of Plano Purchasing Department (972) 941-7557.**

*This form must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City. A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.*

**AGREEMENT**

I agree to provide the above-described insurance coverages if selected to perform work for the City of Plano. I also agree to provide the City evidence of insurance coverage on any and all subcontractors performing work on the project.

Project/Bid #: \_\_\_\_\_  
 Company: WERNING-WOLFMAN GOLF DESIGN INC  
 Printed Name: BILL KIRKENDALL Vendor # (if applicable) \_\_\_\_\_  
 Signature: Bill Kirkendall Date: 4/16/09  
 Return Signed Form to: \_\_\_\_\_

**EXHIBIT E**  
**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare and affirm that no person or officer of WEIBLING-WOLFARD GOLF DESIGN INC. (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

WEIBLING-WOLFARD GOLF DESIGN INC.  
Name of Contractor

By: Bill Kickenoll  
Signature

Bill KICKENDALL  
Print Name

PRESIDENT  
Title

4/16/09  
Date

STATE OF Texas §  
COUNTY OF Collin §  
§

SUBSCRIBED AND SWORN TO before me this 16 day of April, 2009



Jennifer Munsell  
Notary Public, State of Texas



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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 C.S.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>5/11/09</b>		Reviewed by Legal <i>gms</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Finance		Initials	Date	
Department Head	Denise Tacke <i>DT</i>		Assistant City Manager	<i>DT</i> 5-5-09	
Dept Signature:			Deputy City Manager	<i>[Signature]</i> 5-5-09	
			City Manager	<i>[Signature]</i> 5/5/09	
Agenda Coordinator (include phone #): <b>Katherine Crumbley - 7479</b> <i>VC</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					
<b>CAPTION</b>					
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 SYMON COMMUNICATIONS, INC., A DELAWARE CORPORATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE AND PROVIDING AN EFFECTIVE DATE.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR: <b>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>	
Budget	0	12,391,869	0	<b>12,391,869</b>	
Encumbered/Expended Amount	0	-1,194,773	-3,258,877	<b>-4,453,650</b>	
This Item	0	-65,000		<b>-65,000</b>	
<b>BALANCE</b>	<b>0</b>	<b>11,132,096</b>	<b>-3,258,877</b>	<b>7,873,219</b>	
FUND(s):					
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's Goal of Diverse Business Center					
<b>SUMMARY OF ITEM</b>					
A request from Symon Communications 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. Symon Communications agrees to occupy not less than 21,000 square feet and they agree to retain, transfer or create 80 full time jobs by 6/1/09.					
List of Supporting Documents: Economic Development Incentive Agreement		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 AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND SYMON COMMUNICATIONS, INC., A DELAWARE CORPORATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented a proposed Economic Development Incentive Agreement by and between the City of Plano, Texas and Symon Communications, Inc., a Delaware corporation, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 11th day of May, 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 Symon Communications, Inc., a Delaware Corporation, acting by and through its respective authorized officers and representatives.

**WITNESSETH:**

**WHEREAS**, Symon Communications, Inc., (hereinafter referred to as the "Company") is a developer of software solutions for in-venue digital signage applications; and

**WHEREAS**, the Company has advised the City that a contributing factor that would induce the Company to maintain its business and commercial activities in the City, thereby continuing to generate local sales tax and ad valorem tax revenues 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 21,000 square feet of office space located at 500 North Central Expressway, Suite 175, Plano, Texas 75074, (the "Property") for the full term of this Agreement and to retain 80 Job Equivalents on the Property on or before June 1, 2009 and maintain those positions for the full term of this Agreement; and

**WHEREAS**, the retention of 80 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 June 1, 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 for five (5) years or until April 30, 2014, whichever occurs first, 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 21,000 square feet of office space on the Property on or before June 1, 2009;
- (b) Retain 80 Job Equivalents on the Property on or before June 1, 2009;
- (c) Maintain all 80 Job Equivalents on the Property 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 Sixty Five Thousand Dollars (\$65,000.00) for the occupancy of not less than 21,000 square feet of office space on the Property and the retention of 80 Job Equivalent positions on the Property by June 1, 2009. 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 of the Sixty Five Thousand Dollars (\$65,000.00) by the City under this Agreement shall be made 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 21,000 square feet of office space on the Property under the terms of a five year lease and has retained 80 Job Equivalents on the Property by June 1, 2009.

4.03 **Refunds.**

(a) In the event the Company allows Job Equivalents at the Property to fall below 80 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 Eight Hundred and Thirteen Dollars (\$813.00) 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:  
Symon Communications, Inc.,  
Attention: William G. Cole  
Chief Financial Officer  
500 North Central Expressway, Suite 175  
Plano, Texas 74074  
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 MANANGER

APPROVED AS TO FORM:

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

ATTEST:

SYMON COMMUNICATIONS, INC., a  
Delaware Corporation

\_\_\_\_\_

By:\_\_\_\_\_

Name:

Title:

**EXHIBIT "A"**

**INITIAL CERTIFICATE OF COMPLIANCE**

I hereby certify that SYMON COMMUNICATIONS, INC. has occupied not less than 21,000 square feet of office space on the Property, and has retained 80 Job Equivalent positions on the Property on or before June 1, 2009. SYMON COMMUNICATIONS, 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:

SYMON COMMUNICATIONS, 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 SYMON COMMUNICATIONS, 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 June 1, 2009 through April 30, 2014. "The number of retained Job Equivalents, calculated as set forth in the Agreement, and maintained pursuant to the Agreement since its inception has not fallen below 80 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:

SYMON COMMUNICATIONS, 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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>05/11/09</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning/Neighborhood Services			Initials
Department Head	Phyllis Jarrell	Executive Director	Date	
Dept Signature:	<i>P. Jarrell</i>	City Manager	<i>05.05.09</i>	
Agenda Coordinator (include phone #):		<b>Donna White, ext. 7165</b>		
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 checked="" type="checkbox"/> OTHER Public Hearing				
<b>CAPTION</b>				
Public Hearing and Resolution Amending the 2008-09 Action Plan, including Proposed Use of \$509,050 in Additional Grant Funds for Program Year 2008-09 and Declaring an Effective Date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>09-10, 10-11, &amp; 11-12</b>	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	1,690,825	0
Encumbered/Expended Amount		0	0	0
This Item		0	509,050	0
BALANCE		0	2,199,875	0
FUND(S): <b>GRANT FUND</b>				
<b>COMMENTS:</b> This item will provide grant revenues for Fiscal Years 2009-10 through 2011-12 through the Homelessness Prevention and Rapid Re-Housing Program (HPRP) created by the American Recovery and Reinvestment Act. Note: The HPRP is a three year program, so funds will be expended beginning in the 2009-10 Fiscal Year through the 2011-12 Fiscal Year.				
<b>STRATEGIC PLAN GOAL:</b> The adoption of the Consolidated Plan Objectives relates to the City's goal of Livable and Sustainable Community.				
<b>SUMMARY OF ITEM</b>				
This resolution formally amends the 2008-09 Action Plan, authorizing the City to receive funds in the amount of \$509,050 from HUD, thereby expanding the grant revenues from the 2008-09 Grant Year to \$2,199,875. The City has received allocations of \$1,690,825 for the CDBG and HOME programs for the current grant year.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution, Staff Report, Action Plan Amendment		Community Relations Commission:		
		Recommended Approval 6-0		

CITY OF PLANO  
COMMUNITY RELATIONS COMMISSION

May 11, 2009

Substantial Amendment to the 2008-09 City of Plano  
Action Plan - Homelessness Prevention and Rapid Re-Housing Program

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**SUMMARY OF RECOMMENDATIONS:**

The 2009 American Recovery and Reinvestment Act (ARRA) included HUD funding that was directly allocated to the City of Plano for the Homelessness Prevention and Rapid Re-housing Program (HPRP). HPRP is focused on housing for homeless and at-risk households. It will provide temporary financial assistance and housing relocation and stabilization services to individuals and families who are homeless or would be homeless but for this assistance. HUD allocated \$509,050 in funding directly to the City of Plano and requires the City to complete an amendment to the 2008-09 (current year) Action Plan within 60 days (by May 16, 2009). There is an abbreviated amendment process to facilitate a quick turn-around. In response, the city staff has developed the following timeline:

April 8, 2009	Public Notice of Action Plan Amendment
April 23, 2009	Community Relations Commission Public Hearing on Action Plan Substantial Amendment (Substantial Amendment)
May 11, 2009	City Council Public Hearing on Substantial Amendment
May 16, 2009	HUD Receives Completed Substantial Amendment and Associated Documents from City of Plano
July 2, 2009	HUD completes Review of Substantial Amendments
September 1, 2009	HUD Executes Grant Agreements
September 30, 2009	City of Plano Executes Contracts with Subrecipients
September 1, 2011	60% of Funds Must Be Spent
September 1, 2012	100% of Funds Must Be Spent

Neighborhood Services staff is working to develop an abbreviated process to address funding allocation, most likely using a Request for Proposals issued to non-profits within the area. Staff presented a request to the Collin County Homeless Coalition at its May 7, 2009 meeting to gain feedback on community needs and non-profit capacity to administer these funds. Based on the agency feedback, staff will propose an administrative process for awarding funds at a Commission meeting on June 2, 2009 in hopes of holding hearings in July to consider funding requests.

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ADOPTING THE 2008-09 ACTION PLAN, INCLUDING PROPOSED USES OF \$509,050 IN ADDITIONAL GRANT FUNDS FOR PROGRAM YEAR 2008-09; AND DECLARING AN EFFECTIVE DATE**

**WHEREAS**, the Community Relations Commission held a public hearing and made a favorable recommendation on April 23, 2009, concerning the 2008-2009 Substantial Amendment to the 2008-2009 Action Plan, and the use of 2009 American Recovery and Reinvestment Act (ARRA), Homelessness Prevention and Rapid Re-Housing Program Funds collectively referred to herein as "the Funds", and;

**WHEREAS**, the City Council held public a hearing on May 11, 2009, to receive public comments concerning the aforementioned recommendations of the Community Relations Commission, and;

**WHEREAS**, the City Council has authorized the City Manager to make application for the Funds;

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

**SECTION I.** - The 2008-2009 Substantial Action Plan Amendment is hereby adopted;

**SECTION II.** - This resolution shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED THIS 11TH DAY OF May, 2009.**

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

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

Approved as to form:

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

## **Substantial Amendment to the Consolidated Plan 2008 Action Plan for the Homelessness Prevention and Rapid Re-Housing Program (HPRP)**

Grantees eligible to receive funds under the Homelessness Prevention and Rapid Re-Housing Program (HPRP) are required to complete a substantial amendment to their Consolidated Plan 2008 Action Plan. This form sets forth the required format for this substantial amendment. A completed form is due to HUD within 60 days of the publication of the HUD HPRP notice.

To aid grantees in meeting this submission deadline, the HPRP Notice reduces the requirement for a 30-day public comment period to no less than 12 calendar days for this substantial amendment. With this exception, HPRP grantees are required to follow their Consolidated Plan's citizen participation process, including consultation with the Continuum of Care (CoC) in the appropriate jurisdiction(s). Grantees are also required to coordinate HPRP activities with the CoC's strategies for homeless prevention and ending homelessness. To maximize transparency, HUD strongly recommends that each grantee post its substantial amendment materials on the grantee's official website as the materials are developed.

A complete submission contains the following three documents:

- 1) A signed and dated SF-424,
- 2) A completed form HUD-40119 (this form), and
- 3) Signed and dated General Consolidated Plan and HPRP certifications.

For additional information regarding the HPRP program, visit the HUD Homelessness Resource Exchange ([www.hudhre.info](http://www.hudhre.info)). This site will be regularly updated to include HPRP resources developed by HUD and its technical assistance providers.

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The information collection requirements contained in this application have been submitted to the Office of Management and Budget (OMB) for review under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

*Information is submitted in accordance with the regulatory authority contained in each program rule. The information will be used to rate applications, determine eligibility, and establish grant amounts.*

Public reporting burden for this collection of information is estimated to be 16 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. To the extent that any information collected is of a confidential nature, there will be compliance with Privacy Act requirements. However, the substantial amendment to the Consolidated Plan 2008 Action Plan does not request the submission of such information.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

### **A. General Information**

**Substantial Amendment to the Consolidated Plan 2008 Action Plan for the Homelessness Prevention and Rapid Re-Housing Program (HPRP)**

<b>Grantee Name</b>	City of Plano
<b>Name of Entity or Department Administering Funds</b>	Planning Department – Neighborhood Services Division
<b>HPRP Contact Person</b> (person to answer questions about this amendment and HPRP)	Christina Day
<b>Title</b>	Neighborhood Services Manager
<b>Address Line 1</b>	1520 K Avenue
<b>Address Line 2</b>	Suite 250
<b>City, State, Zip Code</b>	Plano, TX 75074
<b>Telephone</b>	972-941-5262
<b>Fax</b>	972-941-7396
<b>Email Address</b>	chrisd@plano.gov
<b>Authorized Official</b> (if different from Contact Person)	Thomas H. Muehlenbeck
<b>Title</b>	City Manager
<b>Address Line 1</b>	1520 K Avenue
<b>Address Line 2</b>	Suite 300
<b>City, State, Zip Code</b>	Plano, TX 75074
<b>Telephone</b>	972-941-7121
<b>Fax</b>	972-423-9587
<b>Email Address</b>	tomm@plano.gov
<b>Web Address where this Form is Posted</b>	<a href="http://plano.gov/Departments/Planning/Neighborhood%20Services/Pages/grant_allocations.aspx">http://plano.gov/Departments/Planning/Neighborhood%20Services/Pages/grant_allocations.aspx</a>

<b>Amount Grantee is Eligible to Receive*</b>	<b>\$509,050</b>
<b>Amount Grantee is Requesting</b>	<b>\$509,050</b>

\*Amounts are available at <http://www.hud.gov/recovery/homelesspreventrecov.xls>

**Substantial Amendment to the Consolidated Plan 2008 Action Plan for the Homelessness  
Prevention and Rapid Re-Housing Program (HPRP)**

**B. Citizen Participation and Public Comment**

1. Briefly describe how the grantee followed its citizen participation plan regarding this proposed substantial amendment (limit 250 words).

Response: The City of Plano initiated a process for the substantial amendment of the 2008-09 Action Plan by publishing a notice in the official newspaper, the Plano Star Courier, on April 8, 2009. The notice described the program and noted that copies were available from April 9, 2009 through May 11, 2009 at both the Plano Municipal Center and online, providing addresses for each. The notice directed public comments appropriately and provided locations, times and dates for two public hearings. The Community Relations Commission held a public hearing on April 23, 2009 and recommended approval. The Plano City Council also held a public hearing and approved the amendment on May 11, 2009. Accessibility information was also provided to the public. (Projected hearing and approval dates to be confirmed before submission to HUD.)

2. Provide the appropriate response regarding this substantial amendment by checking one of the following options:

- Grantee did not receive public comments.
- Grantee received and accepted all public comments.
- Grantee received public comments and did not accept one or more of the comments.

3. Provide a summary of the public comments regarding this substantial amendment. Include a summary of any comments or views not accepted and the reasons for non-acceptance.

Response: Comments will be included at the end of the public comment period, May 12, 2009.

**C. Distribution and Administration of Funds**

Reminder: The HPRP grant will be made by means of a grant agreement executed by HUD and the grantee. The three-year deadline to expend funds begins when HUD signs the grant agreement. Grantees should ensure that sufficient planning is in place to begin to expend funds shortly after grant agreement.

1. Check the process(es) that the grantee plans to use to select subgrantees. Note that a subgrantee is defined as the organization to which the grantee provides HPRP funds.

**Substantial Amendment to the Consolidated Plan 2008 Action Plan for the Homelessness Prevention and Rapid Re-Housing Program (HPRP)**

- Competitive Process
- Formula Allocation
- Other (Specify: \_\_\_\_\_)

2. Briefly describe the process(es) indicated in question 1 above (limit 250 words).

Response: The City will use a competitive process based on a Request for Proposals (RFP) developed by the City staff consistent with HUD program guidelines, demonstrated community need, the 2005-09 Consolidated Plan, and City administrative capacity. Proposals will be considered in a public hearing before the Community Relations Commission where funding will be recommended to the City Council. Council will then approve contracts to one or more subgrantees in August, in preparation for a HUD contract execution date prior to September 1.

3. Briefly describe the process the grantee plans to use, once HUD signs the grant agreement, to allocate funds available to subgrantees by September 30, 2009, as required by the HPRP Notice (limit 250 words).

Response: The City Council will adopt funding contracts with subgrantees in August, allowing contract execution prior to the September 30, 2009 deadline.

4. Describe the grantee's plan for ensuring the effective and timely use of HPRP grant funds on eligible activities, as outlined in the HPRP Notice. Include a description of how the grantee plans to oversee and monitor the administration and use of its own HPRP funds, as well as those used by its subgrantees (limit 500 words).

Response: We have calculated that our funds will cover approximately 10 households per month for rent and utility assistance, combined with services for these qualified households. Due to the unemployment rate increasing 2.5% in the last year and associated increases in demand for services for our current Homelessness Prevention program (through CDBG funds), we anticipate this funding can be expended appropriately within the 3-year timeframe. We will monitor through quarterly reports and desk monitoring, and on-site monitoring at least bi-annually. The monitoring process will mimic our existing CDBG and HOME program monitoring requirements.

**D. Collaboration**

1. Briefly describe how the grantee plans to collaborate with the local agencies that can serve similar target populations, which received funds under the American Recovery and Reinvestment Act of 2009 from other Federal agencies, including the U.S. Departments of Education, Health and Human Services, Homeland Security, and Labor (limit 250 words).

**Substantial Amendment to the Consolidated Plan 2008 Action Plan for the Homelessness Prevention and Rapid Re-Housing Program (HPRP)**

Response: We work directly the Collin County Homeless Coalition and Metro Dallas Homeless Alliance (MDHA), through which we have established relationships with a number of qualified non-profit subgrantees who work directly with at-risk individuals in Plano.

2. Briefly describe how the grantee plans to collaborate with appropriate Continuum(s) of Care and mainstream resources regarding HPRP activities (limit 250 words).

Response: Two Collin County non-profits receive Continuum of Care funds through MDHA, and we anticipate our partners in this grant will be agencies we know, many of who receive Continuum of Care funding. Our commitment to homelessness is demonstrated by our funding of the Collin County Homeless Count each year and our instrumental role in the establishment of the Collin County Homeless Coalition in 2004. The Coalition developed a 10-year Plan, which has been adopted by the Plano City Council.

3. Briefly describe how HPRP grant funds for financial assistance and housing relocation/stabilization services will be used in a manner that is consistent with the grantee's Consolidated Plan (limit 250 words).

Response: The HPRP fits neatly into the City of Plano's Consolidated Plan goals, precisely because it focuses on homelessness prevention. Goal #4 of the Plan is to expand the continuum of housing and services for a variety of special needs populations, including persons who are homeless and at risk of homelessness. Specifically, the Plan supports funding organizations that provide homeless prevention activities and emergency assistance to help households from becoming homeless.

**Substantial Amendment to the Consolidated Plan 2008 Action Plan for the Homelessness Prevention and Rapid Re-Housing Program (HPRP)**

**E. Estimated Budget Summary**

HUD requires the grantee to complete the following table so that participants in the citizen participation process may see the grantee's preliminary estimated amounts for various HPRP activities. Enter the estimated budget amounts for each activity in the appropriate column and row. The grantee will be required to report actual amounts in subsequent reporting.

<b>HPRP Estimated Budget Summary</b>			
	<b>Homelessness Prevention</b>	<b>Rapid housing</b>	<b>Re- Total Amount Budgeted</b>
Financial Assistance <sup>1</sup>	\$400,000	\$0	\$400,000
Housing Relocation and Stabilization Services <sup>2</sup>	\$ 68,597	\$0	\$ 68,597
<b>Subtotal</b> (add previous two rows)	<b>\$468,597</b>	<b>\$0</b>	<b>\$468,597</b>
<b>Data Collection and Evaluation<sup>3</sup></b>			<b>\$15,000.50</b>
<b>Administration (up to 5% of allocation)</b>			<b>\$25,452.50</b>
<b>Total HPRP Amount Budgeted<sup>4</sup></b>			<b>\$509,050.00</b>

<sup>1</sup>Financial assistance includes the following activities as detailed in the HPRP Notice: short-term rental assistance, medium-term rental assistance, security deposits, utility deposits, utility payments, moving cost assistance, and motel or hotel vouchers.

<sup>2</sup>Housing relocation and stabilization services include the following activities as detailed in the HPRP Notice: case management, outreach, housing search and placement, legal services, mediation, and credit repair.

<sup>3</sup>Data collection and evaluation includes costs associated with operating HUD-approved homeless management information systems for purposes of collecting unduplicated counts of homeless persons and analyzing patterns of use of HPRP funds.

<sup>4</sup>This amount must match the amount entered in the cell on the table in Section A titled "Amount Grantee is Requesting."

**Substantial Amendment to the Consolidated Plan 2008 Action Plan for the Homelessness  
Prevention and Rapid Re-Housing Program (HPRP)**

**F. Authorized Signature**

By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

**SIGNED ONLY AFTER COUNCIL APPROVAL**

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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 <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date: <b>5/11/09</b>		Reviewed by Legal <i>WS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Planning/Neighborhood Services			Date	
Department Head	Phyllis Jarrell	Executive Director	<i>WS</i> <i>05.05.09</i> <i>5/5/09</i>		
Dept Signature:	<i>P. Jarrell</i>	City Manager			
Agenda Coordinator (include phone #): <b>Donna White, ext. 7165</b>					
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					
<b>CAPTION</b>					
Resolution Authorizing the Filing of Applications for Federal Funds in an Amount not to Exceed \$1,755,741 Under the Housing and Community Development Act and the HOME Investment Partnership Act and \$509,050 Under the American Recovery and Reinvestment Act; Designating Thomas H. Muehlenbeck as Chief Executive Officer and Authorized Representative of the City for the Purpose of Giving Required Assurances and Acting in Connection with Said Application and Providing Required Information; and Declaring an Effective Date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>08-09 through 11-12</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	2,264,791	0	<b>2,264,791</b>
BALANCE		0	2,264,791	0	<b>2,264,791</b>
FUND(S): <b>GRANT FUND</b>					
<b>COMMENTS:</b> This item, in an amount not exceeding \$2,264,791 will provide grant revenues for Fiscal Years 2008-09 through 2011-12.					
<b>STRATEGIC PLAN GOAL:</b> The approval of this application relates to the City's goal of Livable and Sustainable Community.					
<b>SUMMARY OF ITEM</b>					
This resolution authorizes the City Manager to apply to HUD for Community Development Block Grant (CDBG) funds, HOME funds, and Homelessness Prevention and Rapid Re-Housing (HPRP) funds. The Council authorized \$1,751,851 in CDBG and HOME funds at its April 27, 2009 meeting; however, HUD has since allocated an additional \$3,890 in funding for the City. Therefore, we are asking the Council to reauthorize the larger amount. Additionally, this provides authorization for the HPRP funds through the American Recovery and Reinvestment Act.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Resolution		None			

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE FILING OF APPLICATIONS FOR FEDERAL FUNDS IN AN AMOUNT NOT TO EXCEED \$1,755,741 UNDER THE HOUSING AND COMMUNITY DEVELOPMENT ACT AND THE HOME INVESTMENT PARTNERSHIP ACT AND \$509,050 UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT; DESIGNATING THOMAS H. MUEHLENBECK AS CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE OF THE CITY FOR THE PURPOSE OF GIVING REQUIRED ASSURANCES AND ACTING IN CONNECTION WITH SAID APPLICATION AND PROVIDING REQUIRED INFORMATION; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Plano is eligible to receive certain funds under Housing and Community Development Act of 1974 as amended, in an amount not to exceed \$1,273,301; certain funds under the HOME Investment Partnership Act of 1990 as amended, in an amount not to exceed \$482,440 for the 2009-2010 program year; and certain funds under the American Recovery and Reinvestment Act (ARRA) of 2009, Homelessness Prevention and Rapid Re-housing Program, in an amount not to exceed \$509,050 for the 2008-2009 program year; and

**WHEREAS**, it is in the public interest of the citizens of the City of Plano that application be made for such funding; and

**WHEREAS**, the 2009-2010 Final Statement of Community Development Block Grant and HOME Program Objectives has been adopted by the City of Plano as its official 2009-2010 Community Development Program budget and included as the Action Plan for 2009-2010.

**WHEREAS**, the 2008-2009 Substantial Amendment to the Action Plan has been adopted by the City of Plano as its official 2008-2009 Homelessness Prevention and Rapid Re-housing Program budget.

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

Section I. - Thomas H. Muehlenbeck, City Manager of the City of Plano, is hereby authorized to file an application for funds under Housing and Community

Development Act of 1974 as amended, the HOME Investment Partnership Act of 1990 as amended, and the American Recovery and Reinvestment Act (ARRA) of 2009 on behalf of the City of Plano, Texas, and to certify to all understandings and assurances required under said Acts, including but not limited to, OMB circulars A-95 and A-1020 and Federal Management Circular 74-4, National Environmental Policy Act of 1969, Titles VI and VII of the Civil Rights Act of 1964 and 1968 respectively, Executive Orders 11063 and 11246, and such other assurances and understandings as may be required.

Section II. - Thomas H. Muehlenbeck, City Manager, is hereby designated as the Chief Executive Officer and authorized representative of the City of Plano, Texas, for the purpose of acting in connection with the application and providing such additional information as may be required.

Section III. - This resolution shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED THIS THE 11TH DAY OF MAY, 2009.**

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

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

Approved as to form:

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

**DATE:** April 21, 2009  
**TO:** Honorable Mayor & City Council  
**FROM:** James Duggan, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of April 20, 2009

**AGENDA NO. 6 - PUBLIC HEARING  
ZONING CASE 2009-02  
APPLICANT: CITY OF PLANO**

Request to amend Section 3.1200 (Landscaping Requirements) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance regarding the estimation of annual landscape water requirements.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Recommended for approval that 6. (Landscape Plan Approval) c. of Section 3.1200 (Landscaping Requirements) read as follows. (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

- (c) Unless otherwise requested, a full irrigation plan is not required for approval by the Planning and Engineering Departments. The only irrigation information required on the landscape plan ~~is the location and size of the irrigation meter, which must be located in the public right of way or a dedicated easement.~~ is the following:
  - (i) The location and size of all water meters, including ones dedicated to the irrigation system, which must be located in the public right-of-way or a dedicated easement.
  - (ii) The landscape plan shall include a table showing the annual landscape water requirements for the project site by individual hydrozone and for the site as a whole (totals for all hydrozones.) A hydrozone is a contiguous landscape area containing plants with similar watering needs. Each site shall contain a minimum of two hydrozones, one for turf areas and one for prepared bed areas. Additional breakdowns may be requested after initial review of landscape plan.

The annual watering needs for each hydrozone shall be calculated using the following formula:

$$\mathbf{LWR = RTM \times [(ET \times K) - R] \times A/C}$$

Where:

LWR = Landscape Water Requirements for each hydrozone in gallons per year.

RTM = Run Time Multiplier based upon type of irrigation head

Use the following factors:

<u>Spray</u>	<u>1.33</u>
<u>Drip</u>	<u>1.25</u>
<u>Micro Spray</u>	<u>1.25</u>
<u>Rotor</u>	<u>1.25</u>

ET = Local EvapoTranspiration rate in inches per year.

Use 55.85" as the factor

K = Landscape coefficient rate for the type of hydrozone.

Use the following factors:

<u>Groundcovers</u>	<u>0.5</u>
<u>Shrubs</u>	<u>0.5</u>
<u>Mixture of Shrubs and Groundcover</u>	<u>0.5</u>
<u>Warm Season Turfgrass</u>	<u>0.6</u>
<u>Cool Season Turfgrass</u>	<u>0.8</u>

R = 25% of annual Rainfall precipitation.

Use 8.7 (34.82 inches per year x 25%)

A = Area of hydrozone in square feet.

C = Conversion factor resulting in gallons per year.

Use 1.604

**FOR CITY COUNCIL MEETING OF:** May 11, 2009 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

RH/dc

xc: Cliff Bormann, Assistant Building Official

CITY OF PLANO  
PLANNING & ZONING COMMISSION

April 20, 2009

**Agenda No. 6**

**Public Hearing: Zoning Case 2009-02**

**Applicant: City of Plano**

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**DESCRIPTION:**

Request to amend Section 3.1200 (Landscaping Requirements) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance regarding the estimation of annual landscape water requirements.

**REMARKS:**

On behalf of staff, the Planning & Zoning Commission called a public hearing at their February 16, 2009, meeting to consider potential Zoning Ordinance amendments regarding the estimation of annual landscape water requirements.

Section 3.1200 (Landscaping Requirements) of the Zoning Ordinance establishes landscape standards and tree preservation standards. The request proposes to require estimation of annual landscape water requirements for nonresidential and multifamily residential development only. The objective of the amendment is to encourage water conservation by making water usage a consideration in the design of site landscaping. The request, however, does not propose to limit maximum water usage. Please note that proposed amendments do not apply to single-family, duplex, and single-family attached residential developments.

The request is consistent with Plano's general sustainability goals and water conservation programs.

**RECOMMENDATION:**

Recommended that 6. (Landscape Plan Approval) c. of Section 3.1200 (Landscaping Requirements) be amended to read as follows. (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

(c) Unless otherwise requested, a full irrigation plan is not required for approval by the Planning and Engineering Departments. The only irrigation information required on the landscape plan is ~~the location and size of the irrigation meter, which must be located in the public right-of-way or a dedicated easement.~~ is the following:

- (i) The location and size of all water meters, including ones dedicated to the irrigation system, which must be located in the public right-of-way or a dedicated easement.
- (ii) The landscape plan shall include a table showing the annual landscape water requirements for the project site by individual hydrozone and for the site as a whole (totals for all hydrozones.) A hydrozone is a contiguous landscape area containing plants with similar watering needs. Each site shall contain a minimum of two hydrozones, one for turf areas and one for prepared bed areas. Additional breakdowns may be requested after initial review of landscape plan.

The annual watering needs for each hydrozone shall be calculated using the following formula:

$$\mathbf{LWR = RTM \times [(ET \times K) - R] \times A/C}$$

Where:

LWR = Landscape Water Requirements for each hydrozone in gallons per year.

RTM = Run Time Multiplier based upon type of irrigation head

Use the following factors:

<u>Spray</u>	<u>1.33</u>
<u>Drip</u>	<u>1.25</u>
<u>Micro Spray</u>	<u>1.25</u>
<u>Rotor</u>	<u>1.25</u>

ET = Local EvapoTranspiration rate in inches per year.

Use 55.85" as the factor

K = Landscape coefficient rate for the type of hydrozone.

Use the following factors:

<u>Groundcovers</u>	<u>0.5</u>
<u>Shrubs</u>	<u>0.5</u>
<u>Mixture of Shrubs and Groundcover</u>	<u>0.5</u>
<u>Warm Season Turfgrass</u>	<u>0.6</u>
<u>Cool Season Turfgrass</u>	<u>0.8</u>

R = 25% of annual Rainfall precipitation.  
Use 8.7 (34.82 inches per year x 25%)

A = Area of hydrozone in square feet.

C = Conversion factor resulting in gallons per year.  
Use 1.604

**ORDINANCE NO. \_\_\_\_\_**  
**(Zoning Case 2009-02)**

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SECTION 3.1200 (LANDSCAPING REQUIREMENTS) 6. (LANDSCAPE PLAN APPROVAL) C. OF ARTICLE 3 (SUPPLEMENTARY REGULATIONS) AND RELATED SECTIONS OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, REGARDING THE ESTIMATION OF ANNUAL LANDSCAPE WATER REQUIREMENTS; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 11th day of May, 2009, for the purpose of considering a change in the Zoning Ordinance; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 11th day of May, 2009; and

**WHEREAS**, the City Council is of the opinion and finds that such change would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

**Section I.** Section 3.1200 (Landscaping Requirements) 6. (Landscape Plan Approval) c. of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding the estimation of annual landscape water requirements, and, such portion of the section to read in its entirety as follows:

6. Landscape Plan Approval

- (c) Unless otherwise requested, a full irrigation plan is not required for approval by the Planning and Engineering Departments. The only irrigation information required on the landscape plan is the following:
  - (i) The location and size of all water meters, including ones dedicated to the irrigation system, which must be located in the public right-of-way or a dedicated easement.
  - (ii) The landscape plan shall include a table showing the annual landscape water requirements for the project site by individual hydrozone and for the site as a whole (totals for all hydrozones.) A hydrozone is a contiguous landscape area containing plants with similar watering needs. Each site shall contain a minimum of two hydrozones, one for turf areas and one for prepared bed areas. Additional breakdowns may be requested after initial review of landscape plan.

The annual watering needs for each hydrozone shall be calculated using the following formula:

$$LWR = RTM \times [(ET \times K) - R] \times A/C$$

Where:

**LWR** = Landscape Water Requirements for each hydrozone in gallons per year.

**RTM** = Run Time Multiplier based upon type of irrigation head

Use the following factors:

Spray	1.33
Drip	1.25
Micro Spray	1.25
Rotor	1.25

**ET** = Local EvapoTranspiration rate in inches per year.

Use 55.85" as the factor

**K** = Landscape coefficient rate for the type of hydrozone.

Use the following factors:

Groundcovers	0.5
Shrubs	0.5
Mixture of Shrubs and Groundcover	0.5
Warm Season Turfgrass	0.6
Cool Season Turfgrass	0.8

**R** = 25% of annual Rainfall precipitation.  
Use 8.7 (34.82 inches per year x 25%)

**A** = Area of hydrozone in square feet.

**C** = Conversion factor resulting in gallons per year.  
Use 1.604

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

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

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

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

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

**PASSED AND APPROVED THIS THE 11th DAY OF MAY, 2009.**

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**DATE:** April 21, 2009  
**TO:** Honorable Mayor & City Council  
**FROM:** James Duggan, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of April 20, 2009

**AGENDA ITEM NO. 7A - PUBLIC HEARING  
ZONING CASE 2009-04  
APPLICANT: CITY OF PLANO**

Request to amend Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations); Section 4.500 (Preston Road Overlay District), Section 4.600 (Dallas North Tollway Overlay District), Section 4.700 (190 Tollway/Plano Parkway Overlay District), Section 4.800 (State Highway 121 Overlay District), Section 4.900 (Parkway Overlay District) of Article 4 (Special District Regulations), Subsection 2.826 (RT-Research/Technology Center) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Zoning Ordinance regarding signage.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Recommended for approval as follows (deletions are strike-through; additions are underlined):

### 3.1600 Sign Regulations

#### 3.1602 Definitions

Term	Definition
<u>Sign – Light Pole Banner</u>	<u>A sign, attached to a light pole standard, that is made of cloth, vinyl, metal, or other material manufactured for sign use.</u>
Sign – Mural	<u>A picture painted directly onto or applied to an exterior wall which does not contain logos or names of any business or entity. Noncommercial pictures, which do not depict advertising, logos, or images of a product or service which is sold on the premises, painted on, or attached to the exterior walls.</u>
Sign – Reader Board/ <u>Electronic Message Center</u>	<u>A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. Any sign comprised of changeable letters which allows a change of sign copy by adding or removing letters. The sign copy shall conform to the category use of the sign allowed by this ordinance.</u>

#### 3.1603 Design and Construction Specifications

##### (1) Requirements for Wall Signs

##### (b) Wall Signs

- (ii) The height of a horizontal wall sign shall not exceed six feet. The height shall be measured perpendicularly from the horizontal. The width of a vertical wall sign shall not exceed six feet. The width shall be measured perpendicularly from the vertical. The sizing of wall signs shall be calculated by determining an overall sign allowance for the entire building. Wall signs shall not exceed two times the linear width and 75% coverage area of each elevation of the width or the height of the available wall area or store frontage based on the placement of the sign on the wall area. Vertical clearance shall be subject to the requirements in 1.d. below. Wall signs are allowed to project a maximum of four feet shall not extend above the wall or parapet to which they are attached. Wall signs shall be limited to the following categories: Apartment, Contractor, General Business, Identification, and Institution signs. (Exception: A wall sign may exceed the six foot height or width limit as follows: in the case of a horizontal sign, for every one inch of sign height exceeding six feet, the allowable width of the sign shall be reduced by one percent; in the case of a vertical sign, for every one inch of the sign width exceeding six feet, the allowable height of the sign

shall be reduced by one percent.) (ZC 05-53; Ordinance No. 2006-2-30)

- (iv) ~~General business wall sign must be located over the business for which they are intended.~~ Wall signs may be illuminated; however, illuminated wall signs on rear building facades shall be prohibited unless facing a nonresidential zoning district.
- (v) A wall sign shall not project more than 30 42 inches from the wall surface.
- (vi) Wall signs shall not be reader board/electronic message center type.

(c) Multistory Office (MSO) Wall Signs (ZC 2006-06; Ordinance No. 2006-9-16)

- (iii) Multistory office wall signs shall be limited to three ~~two~~ signs per elevation. This provision does not apply to the ground floor.
- (ix) Ground floor tenants ~~Suites with direct access to the street~~ in a multistory office shall have signage regulated by 1.b. above for general business wall signs. ~~However, signs using this direct access provision must remain in compliance with 1.c.iii. above.~~

## (2) Freestanding Signs

### (c) General Business Signs

- (i) General business signs may be erected in nonresidential zoning districts and shall not exceed 90 square feet for monument signs and 60 square feet for pole signs, except for signs on property fronting on U.S. Highway 75, in which case the sign may be 100 square feet. Maximum height of a general business sign shall be ten feet for a monument sign and 20 feet for pole signs, except for signs located on property fronting on U.S. Highway 75, in which case a height of 40 feet is permitted. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and shall be located a minimum of 30 feet from adjoining private property lines and a minimum of 60 feet from any other freestanding sign, except directional signs.

(d) Identification Signs

- (i) An identification sign may be erected in nonresidential zoning districts and shall not exceed 150 square feet for monument signs and 100 square feet for pole signs. Maximum height of an identification sign shall be ten feet for a monument sign and 20 feet for pole signs, except for signs located on property fronting on U.S. Highway 75, in which case a height of 40 feet is permitted. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and 30 feet from adjoining private property line, and the sign shall be located a minimum of 60 feet from any other freestanding sign, except directional signs.

(f) Multipurpose Signs

- (v) Required setback for multipurpose signs shall be 30 feet from front and adjoining private property lines. Multipurpose signs are limited to one per street front per development and a minimum spacing of 60 feet from any other freestanding sign, except directional signs, must be maintained. Multipurpose signs that meet the size and height requirements of a general business sign shall be allowed an eight-foot front setback.

(i) Onsite Directional Signs

- (i) Onsite directional signs shall not exceed eight square feet and 30 inches in height and shall not contain advertising.
- (ii) Directional signs shall be located a minimum of 30 feet from other freestanding signs, including other directional signs.
- (iii) Sign provisions specifically addressed by State or Federal government regulations which are in conflict with local sign ordinance shall be exempt from local sign ordinance regulations.

(l) Directory Signs

- (i) Directory signs shall not exceed 40 square feet.
- (ii) Directory signs shall not exceed 15 feet in height, measured from grade.
- (iii) For multiple-sided signs, the gross surface area of each side shall not exceed two times the allowable square footage divided by the number of sign faces.
- (iv) All accessibility and visibility requirements must be met for public sidewalks and streets.
- (v) Directory signs shall be located a minimum of 60 feet from any other freestanding sign, including other directory signs except directional signs.

(vi) Changes to tenant names/locations on an existing permitted directory sign shall not require a permit.

(vii) Any directory sign shall provide a minimum 30 foot setback to any property line and shall be located within the established build line for that property.

(viii) Directory signs shall be used only to provide way finding information to tenants within a property.

(3) Requirements for Freestanding Signs Located within an Overlay District

(c) Multi-tenant commercial developments shall be limited to the following:

(iii) Directory Signs

(d) No single tenant shall be allowed to advertise on more than one sign per street front, excluding a listing on directory signs.

(4) Miscellaneous Requirements for Freestanding Signs

(h) Unless otherwise set forth, a minimum of 60 feet shall be required between all freestanding signs, except directional signs.

(i) No single tenant shall be allowed to advertise on more than one sign per street front, excluding directory signs.

(7) Reader Boards/Electronic Message Centers

(a) Any reader board or electronic message center area of a sign shall not exceed ~~75%~~ of the allowable square footage for its specific any sign type.

(b) Any reader board or electronic message center sign shall be allowed to change the copy every five minutes.

(8) Light Pole Banners

(a) Two banner maximum per light pole standard.

(b) Banners on light pole standards shall be securely attached at both ends, perpendicular or parallel to light pole standards.

(c) Each banner shall be limited to 15.5 square feet.

(d) Banners are allowed to be attached on up to 50% of the existing light pole standards within a property.

(e) Banners on light pole standards shall be limited to noncommercial messages.

(f) Light pole banners shall be allowed within parking lots in both residential and nonresidential zoning districts.

#### 4.500 Preston Road Overlay District

4.506 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600, shall be monument type. ~~The copy area shall be framed on all four sides by at least six inches of masonry, rock, or other material if compatible with an associated building's fascia.~~ An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. The maximum sizes and dimensions of the above signs shall be as follows:

<b>Apartment Signs</b>	
Maximum Height	Eight feet
Maximum Size	35 square feet
Maximum Size of Copy Area	20 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	Eight feet
Maximum Size	90 square feet
Maximum Size of Copy Area	70 square feet
* The requirement for framing of general business signs may be eliminated if the following standards are met:	
Maximum Height	Five feet
Maximum Size	50 square feet
Maximum Size of Copy Area	N/A

<b>Identification Signs</b>	
Maximum Height	Eight feet
Maximum Size	125 square feet
Maximum Size of Copy Area	100 square feet

<b>Institutional Signs</b>	
Maximum Height	Eight feet
Maximum Size	45 square feet
Maximum Size of Copy Area	30 square feet

<b>Multipurpose Signs</b>	
Maximum Height	Eight feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet.	

#### 4.600 Dallas North Tollway Overlay District

4.606 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600, shall be monument type. ~~The copy area shall be framed on all four sides by at least six inches of masonry, rock, or other material if compatible with an associated building's fascia.~~ An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply:

<b>Apartment Signs</b>	
Maximum Height	Eight feet
Maximum Size	35 square feet
Maximum Size of Copy Area	20 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	Eight feet
Maximum Size	90 square feet
Maximum Size of Copy Area	70 square feet
* <del>The requirement for framing of general business signs may be eliminated if the following standards are met:</del>	
Maximum Height	Five feet
Maximum Size	50 square feet
Maximum Size of Copy Area	N/A

<b>Identification Signs</b>	
Maximum Height	Eight feet
Maximum Size	125 square feet
Maximum Size of Copy Area	100 square feet

<b>Institutional Signs</b>	
Maximum Height	Eight feet
Maximum Size	45 square feet
Maximum Size of Copy Area	30 square feet

<b>Multipurpose Signs</b>	
Maximum Height	12 feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet.	

The above signage regulations shall not apply to those lots or tracts located fully or partially within the overlay district but adjacent to the S.H. 121 right-of-way if the affected signs are located more than 500 feet from the centerline of the Dallas North Tollway.

For freestanding signs located within 150 feet of residential zoning districts, the following standards shall apply:

<b>Apartment Signs</b>	
Maximum Height	Six feet
Maximum Size	30 square feet
Maximum Size of Copy Area	15 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	Six feet
Maximum Size	50 square feet
Maximum Size of Copy Area	35 square feet
* The requirement for framing of general business signs may be eliminated if the following standards are met:	
Maximum Height	Four feet
Maximum Size	25 square feet
Maximum Size of Copy Area	N/A

<b>Identification Signs</b>	
Maximum Height	Six feet
Maximum Size	70 square feet
Maximum Size of Copy Area	50 square feet

<b>Institutional Signs</b>	
Maximum Height	Six feet
Maximum Size	35 square feet
Maximum Size of Copy Area	20 square feet

<b>Multipurpose Signs</b>	
Maximum Height	Six feet
Maximum Size	125 square feet
Maximum Size of Copy Area	Identification - 25 square feet
	Directory* - 35 square feet
	Reader Board* - 20 square feet
* Any combination of directory and reader board is permitted if it does not exceed 55 square feet.	

**4.700 190 Tollway/Plano Parkway Overlay District**

4.706 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type. ~~The copy area shall be framed on all four sides by at least six inches of masonry, rock, or other material if compatible with an associated building's fascia.~~ An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply:

<b>Apartment Signs</b>	
Maximum Height	Ten feet
Maximum Size	35 square feet
Maximum Size of Copy Area	20 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	12 feet
Maximum Size	90 square feet
Maximum Size of Copy Area	70 square feet
* The requirement for framing of general business signs may be eliminated if the following standards are met:	
Maximum Height	Five feet
Maximum Size	50 square feet
Maximum Size of Copy Area	N/A

<b>Identification Signs</b>	
Maximum Height	12 feet
Maximum Size	125 square feet
Maximum Size of Copy Area	100 square feet

<b>Institutional Signs</b>	
Maximum Height	12 feet
Maximum Size	45 square feet
Maximum Size of Copy Area	30 square feet

<b>Multipurpose Signs</b>	
Maximum Height	15 feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet.	

For freestanding signs located within 150 feet of residential zoning districts, the following standards shall apply:

<b>Apartment Signs</b>	
Maximum Height	Six feet
Maximum Size	30 square feet
Maximum Size of Copy Area	15 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	Six feet
Maximum Size	50 square feet
Maximum Size of Copy Area	35 square feet
* The requirement for framing of general business signs may be eliminated if the following standards are met:	
Maximum Height	Four feet
Maximum Size	25 square feet
Maximum Size of Copy Area	N/A

<b>Identification Signs</b>	
Maximum Height	Six feet
Maximum Size	70 square feet
Maximum Size of Copy Area	50 square feet

<b>Institutional Signs</b>	
Maximum Height	Six feet
Maximum Size	35 square feet
Maximum Size of Copy Area	20 square feet

Multipurpose Signs	
Maximum Height	Six feet
Maximum Size	125 square feet
Maximum Size of Copy Area	Identification - 25 square feet
	Directory* - 35 square feet
	Reader Board* - 20 square feet
* Any combination of directory and reader board is permitted if it does not exceed 55 square feet. (ZC 2000-73; Ordinance No. 2000-11-22)	

#### 4.800 State Highway 121 Overlay District

4.806 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type. ~~The copy area shall be framed on all four sides by at least six inches of masonry, rock, or other material if compatible with an associated building's fascia.~~ An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply:

Apartment Signs	
Maximum Height	Ten feet
Maximum Size	35 square feet
Maximum Size of Copy Area	20 square feet

General Business/Institution Signs	
Maximum Height	12 feet
Maximum Size	90 square feet
Maximum Size of Copy Area	70 square feet
* The requirement for framing of general business signs may be eliminated if the following standards are met:	
Maximum Height	Five feet
Maximum Size	50 square feet
Maximum Size of Copy Area	N/A

<b>Identification Signs</b>	
Maximum Height	12 feet
Maximum Size	125 square feet
Maximum Size of Copy Area	100 square feet

<b>Institutional Signs</b>	
Maximum Height	12 feet
Maximum Size	45 square feet
Maximum Size of Copy Area	30 square feet

<b>Multipurpose Signs</b>	
Maximum Height	15 feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet.	

For freestanding signs located within 150 feet of residential zoning districts, the following standards shall apply:

<b>Apartment Signs</b>	
Maximum Height	Six feet
Maximum Size	30 square feet
Maximum Size of Copy Area	15 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	Six feet
Maximum Size	50 square feet
Maximum Size of Copy Area	35 square feet
* The requirement for framing of general business signs may be eliminated if the following standards are met:	
Maximum Height	Four feet
Maximum Size	25 square feet
Maximum Size of Copy Area	N/A

<b>Identification Signs</b>	
Maximum Height	Six feet
Maximum Size	70 square feet
Maximum Size of Copy Area	50 square feet

<b>Institutional Signs</b>	
Maximum Height	Six feet
Maximum Size	35 square feet
Maximum Size of Copy Area	20 square feet

<b>Multipurpose Signs</b>	
Maximum Height	Six feet
Maximum Size	125 square feet
Maximum Size of Copy Area	Identification - 25 square feet
	Directory* - 35 square feet
	Reader Board* - 20 square feet
* Any combination of directory and reader board is permitted if it does not exceed 55 square feet. (ZC 2000-73; Ordinance No. 2000-11-22)	

#### 4.900 Parkway Overlay District

4.905 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type. ~~The copy area shall be framed on all four sides by at least six inches of masonry, rock, or other material if compatible with an associated building's fascia.~~

<b>Apartment Signs</b>	
Maximum Height	Eight feet
Maximum Size	35 square feet
Maximum Size of Copy Area	20 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	Eight feet
Maximum Size	90 square feet
Maximum Size of Copy Area	70 square feet

<b>Identification Signs</b>	
Maximum Height	Eight feet
Maximum Size	125 square feet
Maximum Size of Copy Area	100 square feet

<b>Institution Signs</b>	
Maximum Height	Eight feet
Maximum Size	45 square feet
Maximum Size of Copy Area	30 square feet

<b>Multipurpose Signs</b>	
Maximum Height	Eight feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet. (ZC 2000-73; Ordinance No. 2000-11-22)	

**2.826 RT - Research/Technology Center**

**(6) Signage Standards**

All freestanding general business, identification, institution, and multipurpose signs, as defined in the Sign Ordinance (No. 91-4-12) and its subsequent updates and revisions, shall be monument type. ~~The copy shall be framed on all four sides by at least six inches of masonry, rock, or other material if compatible with an associated building's fascia.~~ An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply:

<b>General Business/Institution Signs</b>	
Maximum Height	12 feet
Maximum Size	90 square feet
Maximum Size of Copy Area	70 square feet
* <del>The requirement for framing of general business signs may be eliminated if the following standards are met:</del>	
Maximum Height	Five feet
Maximum Size	50 square feet
Maximum Size of Copy Area	N/A

<b>Identification Signs</b>	
Maximum Height	12 feet
Maximum Size	125 square feet
Maximum Size of Copy Area	100 square feet

<b>Institutional Signs</b>	
Maximum Height	12 feet
Maximum Size	45 square feet
Maximum Size of Copy Area	30 square feet

<b>Multipurpose Signs</b>	
Maximum Height	15 feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet	

For freestanding signs located within 150 feet of a residential zoning district, the following standards shall apply:

<b>General Business/Institution Signs</b>	
Maximum Height	Six feet
Maximum Size	50 square feet
Maximum Size of Copy Area	35 square feet
* The requirement for framing of general business signs may be eliminated if the following standards are met:	
Maximum Height	Four feet
Maximum Size	25 square feet
Maximum Size of Copy Area	N/A

<b>Identification Signs</b>	
Maximum Height	Six feet
Maximum Size	70 square feet
Maximum Size of Copy Area	50 square feet

<b>Institutional Signs</b>	
Maximum Height	Six feet
Maximum Size	35 square feet
Maximum Size of Copy Area	20 square feet

<b>Multipurpose Signs</b>	
Maximum Height	Six feet
Maximum Size	125 square feet
Maximum Size of Copy Area	Identification - 25 square feet
	Directory* - 35 square feet
	Reader Board* - 20 square feet
Any combination of directory and reader board is permitted if it does not exceed 55 square feet.	

All other provisions of Ordinance No. 91-4-12 and its subsequent updates and provisions shall apply. Where conflicts exist, the provisions of this ordinance shall apply.

**FOR CITY COUNCIL MEETING OF:** May 11, 2009 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

KP/dc

xc: Cliff Bormann, Assistant Building Official

CITY OF PLANO  
PLANNING & ZONING COMMISSION

April 20, 2009

**Agenda Item No. 7A**

**Public Hearing:** Zoning Case 2009-04

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to amend Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations); Section 4.500 (Preston Road Overlay District), Section 4.600 (Dallas North Tollway Overlay District), Section 4.700 (190 Tollway/Plano Parkway Overlay District), Section 4.800 (State Highway 121 Overlay District), Section 4.900 (Parkway Overlay District) of Article 4 (Special District Regulations), Subsection 2.826 (RT-Research/Technology Center) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Zoning Ordinance regarding signage.

**BACKGROUND:**

In January, the Planning & Zoning Commission began a review of the city's regulations for commercial signage. The Commission held a number of work sessions to examine the existing regulations and hear public comments. The Commission also received feedback from City Council on their preliminary recommendations at the March 9, 2009, preliminary open meeting. During the April 6, 2009, meeting, the Commission refined their recommended changes.

In preparation for this public hearing, staff has edited the Zoning Ordinance to reflect the proposed changes. (See attached amended sections.) At this meeting, staff requests the Commission review these changes and make a formal recommendation to City Council.

Please note that the recommended changes for banners are addressed in a separate agenda item. This is due to the fact that regulations for temporary signage are located in the Code of Ordinances rather than the Zoning Ordinance.

**RECOMMENDATION:**

Staff recommends the Zoning Ordinance be amended as follows (deletions are strike-through; additions are underlined):

### 3.1600 Sign Regulations

#### 3.1602 Definitions

Term	Definition
<u>Sign – Light Pole Banner</u>	<u>A sign, attached to a light pole standard, that is made of cloth, vinyl, metal, or other material manufactured for sign use.</u>
Sign – Mural	<u>A picture painted directly onto or applied to an exterior wall which does not contain logos or names of any business or entity. Noncommercial pictures, which do not depict advertising, logos, or images of a product or service which is sold on the premises, painted on, or attached to the exterior walls.</u>
<u>Sign – Reader Board/Electronic Message Center</u>	<u>A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. Any sign comprised of changeable letters which allows a change of sign copy by adding or removing letters. The sign copy shall conform to the category use of the sign allowed by this ordinance.</u>

#### 3.1603 Design and Construction Specifications

##### (1) Requirements for Wall Signs

##### (b) Wall Signs

- (ii) The height of a horizontal wall sign shall not exceed six feet. The height shall be measured perpendicularly from the horizontal. The width of a vertical wall sign shall not exceed six feet. The width shall be measured perpendicularly from the vertical. The sizing of wall signs shall be calculated by determining an overall sign allowance for the entire building. Wall signs shall not exceed two times the linear width and 75% coverage area of each elevation of the width or the height of the available wall area or store frontage based on the placement of the sign on the wall area. Vertical clearance shall be subject to the requirements in 1.d. below. Wall signs are allowed to project a maximum of four feet shall not extend above the wall or parapet to which they are attached. Wall signs shall be limited to the following categories: Apartment, Contractor, General Business, Identification, and Institution signs. (Exception: A wall sign may exceed the six foot height or width limit as follows: in the case of a horizontal sign, for every one inch of sign height exceeding six feet, the allowable width of the sign shall be reduced by one percent; in the case of a vertical sign, for every one inch of the sign width exceeding six feet, the allowable height of the sign shall be reduced by one percent.) (ZC 05-53; Ordinance No. 2006-2-30)

- (iv) General business wall sign placement and individual sizing within the allotted total area (as determined in 1.b.ii. above) will be determined by the property owner/manager must be located over the business for which they are intended. Wall signs may be illuminated; however, illuminated wall signs on rear building facades shall be prohibited unless facing a nonresidential zoning district.
  - (v) A wall sign shall not project more than 30 42 inches from the wall surface.
  - (vi) Wall signs shall not be digital/electronic type.
- (c) Multistory Office (MSO) Wall Signs (ZC 2006-06; Ordinance No. 2006-9-16)
- (iii) Multistory office wall signs shall be limited to three two signs per elevation. This provision does not apply to the ground floor.
  - (ix) Ground floor tenants Suites with direct access to the street in a multistory office shall have signage regulated by 1.b. above for general business wall signs. However, signs using this direct access provision must remain in compliance with 1.c.iii. above.

## (2) Freestanding Signs

### (c) General Business Signs

- (i) General business signs may be erected in nonresidential zoning districts and shall not exceed 90 square feet for monument signs and 60 square feet for pole signs, except for signs on property fronting on U.S. Highway 75, in which case the sign may be 100 square feet. Maximum height of a general business sign shall be ten feet for a monument sign and 20 feet for pole signs, except for signs located on property fronting on U.S. Highway 75, in which case a height of 40 feet is permitted. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and shall be located a minimum of 30 feet from adjoining private property lines and a minimum of 60 feet from any other freestanding sign, except directional signs.

(d) Identification Signs

- (i) An identification sign may be erected in nonresidential zoning districts and shall not exceed 150 square feet for monument signs and 100 square feet for pole signs. Maximum height of an identification sign shall be ten feet for a monument sign and 20 feet for pole signs, except for signs located on property fronting on U.S. Highway 75, in which case a height of 40 feet is permitted. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and 30 feet from adjoining private property line, and the sign shall be located a minimum of 60 feet from any other freestanding sign, except directional signs.

(f) Multipurpose Signs

- (v) Required setback for multipurpose signs shall be 30 feet from front and adjoining private property lines. Multipurpose signs are limited to one per street front per development and a minimum spacing of 60 feet from any other freestanding sign, except directional signs, must be maintained. Multipurpose signs that meet the size and height requirements of a general business sign shall be allowed an eight-foot front setback.

(i) Onsite Directional Signs

- (i) Onsite directional signs shall not exceed eight square feet and 30 inches in height and shall not contain advertising.
- (ii) Directional signs shall be located a minimum of 30 feet from other freestanding signs, including other directional signs.
- (iii) Sign provisions specifically addressed by State or Federal government regulations which are in conflict with local sign ordinance shall be exempt from local sign ordinance regulations.

(l) Directory Signs

- (i) Directory signs shall not exceed 40 square feet.
- (ii) Directory signs shall not exceed 15 feet in height, measured from grade.
- (iii) For multiple-sided signs, the gross surface area of each side shall not exceed two times the allowable square footage divided by the number of sign faces.
- (iv) All accessibility and visibility requirements must be met for public sidewalks and streets.
- (v) Directory signs shall be located a minimum of 60 feet from any other freestanding sign, including other directory signs except directional signs.

(vi) Changes to tenant names/locations on an existing permitted directory sign shall not require a permit.

(vii) Any directory sign shall provide a minimum 30 foot setback to any property line and shall be located within the established build line for that property.

(viii) Directory signs shall be used only to provide way finding information to tenants within a property.

(3) Requirements for Freestanding Signs Located within an Overlay District

(c) Multi-tenant commercial developments shall be limited to the following:

(iii) Directory Signs

(d) No single tenant shall be allowed to advertise on more than one sign per street front, excluding a listing on directory signs.

(4) Miscellaneous Requirements for Freestanding Signs

(h) Unless otherwise set forth, a minimum of 60 feet shall be required between all freestanding signs, except directional signs.

(l) No single tenant shall be allowed to advertise on more than one sign per street front, excluding directory signs.

(7) Reader Boards/Electronic Message Centers

(a) Any reader board or electronic message center area of a sign shall not exceed ~~75%~~ of the allowable square footage for its specific any sign type.

(b) Any reader board or electronic message center sign shall be allowed to change the copy every five minutes.

(8) Light Pole Banners

(a) Two banner maximum per light pole standard.

(b) Banners on light pole standards shall be securely attached at both ends, perpendicular or parallel to light pole standards.

(c) Each banner shall be limited to 15.5 square feet.

(d) Banners are allowed to be attached on up to 50% of the existing light pole standards.

(e) Banners on light pole standards shall be limited to noncommercial messages.

(f) Light pole banners shall be allowed within parking lots in both residential and nonresidential zoning districts.

#### 4.500 Preston Road Overlay District

4.506 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600, shall be monument type. ~~The copy area shall be framed on all four sides by at least six inches of masonry, rock, or other material if compatible with an associated building's fascia.~~ An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. The maximum sizes and dimensions of the above signs shall be as follows:

<b>Apartment Signs</b>	
Maximum Height	Eight feet
Maximum Size	35 square feet
<del>Maximum Size of Copy Area</del>	<del>20 square feet</del>

<b>General Business/Institution Signs</b>	
Maximum Height	Eight feet
Maximum Size	90 square feet
<del>Maximum Size of Copy Area</del>	<del>70 square feet</del>
* The requirement for framing of general business signs may be eliminated if the following standards are met:	
<del>Maximum Height</del>	Five feet
<del>Maximum Size</del>	50 square feet
<del>Maximum Size of Copy Area</del>	N/A

<b>Identification Signs</b>	
Maximum Height	Eight feet
Maximum Size	125 square feet
<del>Maximum Size of Copy Area</del>	<del>100 square feet</del>

<b>Institutional Signs</b>	
Maximum Height	Eight feet
Maximum Size	45 square feet
<del>Maximum Size of Copy Area</del>	<del>30 square feet</del>

<b>Multipurpose Signs</b>	
Maximum Height	Eight feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet.	

#### 4.600 Dallas North Tollway Overlay District

4.606 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600, shall be monument type. ~~The copy area shall be framed on all four sides by at least six inches of masonry, rock, or other material if compatible with an associated building's fascia.~~ An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply:

<b>Apartment Signs</b>	
Maximum Height	Eight feet
Maximum Size	35 square feet
Maximum Size of Copy Area	20 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	Eight feet
Maximum Size	90 square feet
Maximum Size of Copy Area	70 square feet
* The requirement for framing of general business signs may be eliminated if the following standards are met:	
Maximum Height	Five feet
Maximum Size	50 square feet
Maximum Size of Copy Area	N/A

<b>Identification Signs</b>	
Maximum Height	Eight feet
Maximum Size	125 square feet
Maximum Size of Copy Area	100 square feet

<b>Institutional Signs</b>	
Maximum Height	Eight feet
Maximum Size	45 square feet
Maximum Size of Copy Area	30 square feet

<b>Multipurpose Signs</b>	
Maximum Height	12 feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet.	

The above signage regulations shall not apply to those lots or tracts located fully or partially within the overlay district but adjacent to the S.H. 121 right-of-way if the affected signs are located more than 500 feet from the centerline of the Dallas North Tollway.

For freestanding signs located within 150 feet of residential zoning districts, the following standards shall apply:

<b>Apartment Signs</b>	
Maximum Height	Six feet
Maximum Size	30 square feet
Maximum Size of Copy Area	15 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	Six feet
Maximum Size	50 square feet
Maximum Size of Copy Area	35 square feet
* The requirement for framing of general business signs may be eliminated if the following standards are met:	
Maximum Height	Four feet
Maximum Size	25 square feet
Maximum Size of Copy Area	N/A

<b>Identification Signs</b>	
Maximum Height	Six feet
Maximum Size	70 square feet
Maximum Size of Copy Area	50 square feet

<b>Institutional Signs</b>	
Maximum Height	Six feet
Maximum Size	35 square feet
Maximum Size of Copy Area	20 square feet

<b>Multipurpose Signs</b>	
Maximum Height	Six feet
Maximum Size	125 square feet
Maximum Size of Copy Area	Identification - 25 square feet
	Directory* - 35 square feet
	Reader Board* - 20 square feet
* Any combination of directory and reader board is permitted if it does not exceed 55 square feet.	

**4.700 190 Tollway/Plano Parkway Overlay District**

4.706 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type. ~~The copy area shall be framed on all four sides by at least six inches of masonry, rock, or other material if compatible with an associated building's fascia.~~ An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply:

**Apartment Signs**

Maximum Height	Ten feet
Maximum Size	35 square feet
Maximum Size of Copy Area	20 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	12 feet
Maximum Size	90 square feet
Maximum Size of Copy Area	70 square feet
* The requirement for framing of general business signs may be eliminated if the following standards are met:	
Maximum Height	Five feet
Maximum Size	50 square feet
Maximum Size of Copy Area	N/A

<b>Identification Signs</b>	
Maximum Height	12 feet
Maximum Size	125 square feet
Maximum Size of Copy Area	100 square feet

<b>Institutional Signs</b>	
Maximum Height	12 feet
Maximum Size	45 square feet
Maximum Size of Copy Area	30 square feet

<b>Multipurpose Signs</b>	
Maximum Height	15 feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet.	

For freestanding signs located within 150 feet of residential zoning districts, the following standards shall apply:

<b>Apartment Signs</b>	
Maximum Height	Six feet
Maximum Size	30 square feet
Maximum Size of Copy Area	15 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	Six feet
Maximum Size	50 square feet
Maximum Size of Copy Area	35 square feet
* The requirement for framing of general business signs may be eliminated if the following standards are met:	
Maximum Height	Four feet
Maximum Size	25 square feet
Maximum Size of Copy Area	N/A

<b>Identification Signs</b>	
Maximum Height	Six feet
Maximum Size	70 square feet
Maximum Size of Copy Area	50 square feet

<b>Institutional Signs</b>	
Maximum Height	Six feet
Maximum Size	35 square feet
Maximum Size of Copy Area	20 square feet

<b>Multipurpose Signs</b>	
Maximum Height	Six feet
Maximum Size	125 square feet
Maximum Size of Copy Area	Identification - 25 square feet
	Directory* - 35 square feet
	Reader Board* - 20 square feet
* Any combination of directory and reader board is permitted if it does not exceed 55 square feet. (ZC 2000-73; Ordinance No. 2000-11-22)	

#### 4.800 State Highway 121 Overlay District

4.806 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type. ~~The copy area shall be framed on all four sides by at least six inches of masonry, rock, or other material if compatible with an associated building's fascia.~~ An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply:

<b>Apartment Signs</b>	
Maximum Height	Ten feet
Maximum Size	35 square feet
Maximum Size of Copy Area	20 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	12 feet
Maximum Size	90 square feet
Maximum Size of Copy Area	70 square feet
* The requirement for framing of general business signs may be eliminated if the following standards are met:	
Maximum Height	Five feet
Maximum Size	50 square feet
Maximum Size of Copy Area	N/A

<b>Identification Signs</b>	
Maximum Height	12 feet
Maximum Size	125 square feet
Maximum Size of Copy Area	100 square feet

<b>Institutional Signs</b>	
Maximum Height	12 feet
Maximum Size	45 square feet
Maximum Size of Copy Area	30 square feet

<b>Multipurpose Signs</b>	
Maximum Height	15 feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet.	

For freestanding signs located within 150 feet of residential zoning districts, the following standards shall apply:

<b>Apartment Signs</b>	
Maximum Height	Six feet
Maximum Size	30 square feet
Maximum Size of Copy Area	15 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	Six feet
Maximum Size	50 square feet
Maximum Size of Copy Area	35 square feet
* The requirement for framing of general business signs may be eliminated if the following standards are met:	
Maximum Height	Four feet
Maximum Size	25 square feet
Maximum Size of Copy Area	N/A

Identification Signs	
Maximum Height	Six feet
Maximum Size	70 square feet
Maximum Size of Copy Area	50 square feet

Institutional Signs	
Maximum Height	Six feet
Maximum Size	35 square feet
Maximum Size of Copy Area	20 square feet

Multipurpose Signs	
Maximum Height	Six feet
Maximum Size	125 square feet
Maximum Size of Copy Area	Identification - 25 square feet
	Directory* - 35 square feet
	Reader Board* - 20 square feet
* Any combination of directory and reader board is permitted if it does not exceed 55 square feet. (ZC 2000-73; Ordinance No. 2000-11-22)	

#### 4.900 Parkway Overlay District

4.905 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type. ~~The copy area shall be framed on all four sides by at least six inches of masonry, rock, or other material if compatible with an associated building's fascia.~~

Apartment Signs	
Maximum Height	Eight feet
Maximum Size	35 square feet
Maximum Size of Copy Area	20 square feet

General Business/Institution Signs	
Maximum Height	Eight feet
Maximum Size	90 square feet
Maximum Size of Copy Area	70 square feet

<b>Identification Signs</b>	
Maximum Height	Eight feet
Maximum Size	125 square feet
Maximum Size of Copy Area	100 square feet

<b>Institution Signs</b>	
Maximum Height	Eight feet
Maximum Size	45 square feet
Maximum Size of Copy Area	30 square feet

<b>Multipurpose Signs</b>	
Maximum Height	Eight feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet. (ZC 2000-73; Ordinance No. 2000-11-22)	

**2.826 RT - Research/Technology Center**

**(6) Signage Standards**

All freestanding general business, identification, institution, and multipurpose signs, as defined in the Sign Ordinance (No. 91-4-12) and its subsequent updates and revisions, shall be monument type. ~~The copy shall be framed on all four sides by at least six inches of masonry, rock, or other material if compatible with an associated building's fascia.~~ An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply:

<b>General Business/Institution Signs</b>	
Maximum Height	12 feet
Maximum Size	90 square feet
Maximum Size of Copy Area	70 square feet
* The requirement for framing of general business signs may be eliminated if the following standards are met:	
Maximum Height	Five feet
Maximum Size	50 square feet
Maximum Size of Copy Area	N/A

<b>Identification Signs</b>	
Maximum Height	12 feet
Maximum Size	125 square feet
Maximum Size of Copy Area	100 square feet

<b>Institutional Signs</b>	
Maximum Height	12 feet
Maximum Size	45 square feet
Maximum Size of Copy Area	30 square feet

<b>Multipurpose Signs</b>	
Maximum Height	<b>15 feet</b>
Maximum Size	<b>225 square feet</b>
Maximum Size of Copy Area	<b>Identification - 50 square feet</b>
	<b>Directory* - 70 square feet</b>
	<b>Reader Board* - 30 square feet</b>
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet	

For freestanding signs located within 150 feet of a residential zoning district, the following standards shall apply:

<b>General Business/Institution Signs</b>	
Maximum Height	Six feet
Maximum Size	50 square feet
Maximum Size of Copy Area	35 square feet
* The requirement for framing of general business signs may be eliminated if the following standards are met:	
Maximum Height	Four feet
Maximum Size	25 square feet
Maximum Size of Copy Area	N/A

<b>Identification Signs</b>	
Maximum Height	Six feet
Maximum Size	70 square feet
Maximum Size of Copy Area	50 square feet

<b>Institutional Signs</b>	
Maximum Height	Six feet
Maximum Size	35 square feet
Maximum Size of Copy Area	20 square feet

<b>Multipurpose Signs</b>	
Maximum Height	Six feet
Maximum Size	125 square feet
Maximum Size of Copy Area	Identification - 25 square feet
	Directory* - 35 square feet
	Reader Board* - 20 square feet
Any combination of directory and reader board is permitted if it does not exceed 55 square feet.	

All other provisions of Ordinance No. 91-4-12 and its subsequent updates and provisions shall apply. Where conflicts exist, the provisions of this ordinance shall apply.

# — LIGHT POLE BANNER —



## **Definition:**

A sign, attached to a light pole standard, that is made of cloth, vinyl, metal, or other material manufactured for sign use.

## **Current Requirements under Consideration:**

There are no existing requirements as this sign type is not currently allowed.

## **Proposed Changes:**

- Banners on light pole standards shall consist of one or two banners securely attached at both ends, perpendicular or parallel to light pole standards.
- Each banner shall be limited to 15.5 square feet.
- Banners are allowed to be attached on up to 50% of the existing light pole standards.
- Banners on light pole standards shall be limited to noncommercial messages.
- Light pole banners shall be allowed within parking lots in both residential and nonresidential zoning districts.

## **Staff Comments:**

- These regulations will be placed in the Zoning Ordinance which will classify these as “permanent signs” (as opposed to the Code of Ordinances which is where temporary sign regulations are located).
- In order for light pole banners to be permitted throughout town, it will be necessary to add regulations for light pole banners to both the standard zoning districts and the overlay districts.
- No changes for the Downtown Sign District have been considered, therefore this district would not be included in the changes.

# — WALL SIGN —



## **Definition:**

Any sign, erected flush against an exterior wall, supported by the wall, and having the sign face parallel to the wall or painted directly onto a wall. Neon tubing attached directly to a wall surface shall be considered a wall sign when forming a border for the subject matter, when directing attention to the subject matter, or when forming letters, logos, or pictorial designs.

## **Current Requirements under Consideration:**

- Sign must be located over the business for which it is intended.
- A wall sign may not project more than 12 inches from the wall surface.
- Walls signs are not allowed to project above the parapet or roofline.

## **Proposed Changes:**

- The sizing of wall signs shall be calculated by determining an overall sign allowance for the entire building. The total gross area of all signs may not exceed two times the linear width and 75% coverage area of each elevation.
- Wall sign placement and individual sizing will be determined by the property owner/manager.
- Wall signs shall not project more than 30 inches from the wall.
- Wall signs are allowed to project a maximum of four feet above the tops of the walls or parapets to which they are attached.

## **Staff Comments:**

- Existing Downtown Sign District regulations will not change.

# — MSO WALL SIGN —



## **Definition:**

Any sign on a building with two or more stories for office use in which the tenant has no direct outside entrance from the tenant space.

## **Current Requirements under Consideration:**

- MSO wall signs are limited to two signs per elevation.
- Suites with direct access to the street may have signage under the same regulations as wall signs.

## **Proposed Changes:**

- Multistory office wall signs shall be limited to three signs per elevation.
- Ground floor tenants shall be allowed signage in accordance with wall sign requirements and shall not be counted against total MSO wall sign allowance.

## **Staff Comments:**

- Existing Downtown Sign District regulations will not change.

# DIGITAL/ELECTRONIC SIGN



## Definition:

A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy.

## Current Requirements under Consideration:

- Any reader board or electronic message center area of a sign shall not exceed 75% of the allowable square footage for any sign type.
- Illuminated changeable copy signs shall not change copy more than once every 30 minutes, excluding time and temperature.

## Proposed Changes:

- Digital/Electronic signs shall be allowed to change the copy every five minutes.
- Remove the 75% requirement for copy area and just state that a reader board/electronic message center shall not exceed the allowable square footage for its specific sign type.
- Digital signs will not be allowed as wall signs.

## Staff Comments:

- Existing Downtown Sign District regulations will not change.

# — DIRECTIONAL SIGN —



## **Definition:**

Any onsite sign to direct the public to entrances, exits, and services relating to the property.

## **Current Requirements under Consideration:**

- Onsite directional signs shall not exceed eight square feet or 30 inches in height.
- Unless otherwise set forth, a minimum of 60 feet shall be required between all freestanding signs.

## **Proposed Changes:**

- Directional signs shall be located a minimum of 30 feet from other freestanding signs, including other directional signs.
- Sign provisions specifically addressed by state or federal government regulations which are in conflict with local sign ordinance shall be exempt from local sign ordinance regulations.

## **Staff Comments:**

- The customer will have to provide source of government exemption for a particular regulation.
- Existing Downtown Sign District regulations will not change.

# —MONUMENT SIGN—



## **Definition:**

Any sign mounted to a solid base support at ground level.

## **Current Requirements under Consideration:**

- In overlay districts, the copy area shall be framed on all four sides by at least six inches of masonry, rock, or other material compatible with the associated building's fascia.
- In overlay districts, the copy area is limited by a certain amount (varies by district).

## **Proposed Changes:**

- Remove requirements for monument signs that read: "The copy shall be framed on all four sides by at least six inches of masonry, rock, or other material if compatible with an associated building's fascia."
- Remove applicable copy area requirements under all corresponding zoning areas.

## **Staff Comments:**

- Changes are proposed to affect all overlay districts and the Research/Technology Center zoning district.
- Existing Downtown Sign District regulations will not change.

# — INSTITUTION SIGN —



## **Definition:**

Any sign used to identify schools, churches, hospitals, childcare facilities, and similar public or quasi-public institutions.

## **Current Requirements under Consideration:**

- In overlay districts, the copy area shall be framed on all four sides by at least six inches of masonry, rock, or other material compatible with the associated building's fascia.
- In overlay districts, the copy area is limited by a certain amount (varies by district).

## **Proposed Changes:**

- Remove institution sign requirements from corresponding zoning districts and treat as general business signs.

## **Staff Comments:**

- The proposed changes would impact all overlay districts and the Research/Technology Center zoning district.
- Existing Downtown Sign District regulations will not change.

# — MURAL —



## **Definition:**

(New Definition) Pictures or images that are painted on or attached to the exterior wall which do not contain logos or names of any business or entity.

## **Current Requirements under Consideration:**

- Murals, as described above, are not subject to size restrictions. However, if the mural contains advertising, it is then regulated as a wall sign (and counts against the allotted square footage for wall signs).

## **Proposed Changes:**

- Murals would be defined as noted above: Pictures or images that are painted on or attached to the exterior wall which do not contain logos or names of any business or entity.

## **Staff Comments:**

- Existing Downtown Sign District regulations will not change.

# — DIRECTORY SIGN —



## **Definition:**

A directory map sign is a noncommercial map sign listing the occupants within a shopping center, retail district, office district, or commercial site.

## **Current Requirements under Consideration:**

- No existing requirement as this sign type is not currently allowed except in Planned Development-65-Central Business-1 (PD-65-CB-1).

## **Proposed Changes:**

- A directory sign may be freestanding or mounted to a wall.
- A directory sign is used to provide way finding information for pedestrians.
- A directory sign, mounted to a vertical support, shall not exceed 40 square feet with a maximum height of 15 feet.
- For multiple-sided signs, the gross surface area of each side shall not exceed two times the allowable square footage divided by the number of sign faces.
- All accessibility and visibility requirements must be met for public sidewalks and streets.
- Directory signs shall be located a minimum of 60 feet from other freestanding signs, including other directory signs.

## **Staff Comments:**

- This was modeled after the PD-65-CB-1 requirements.

**ORDINANCE NO. \_\_\_\_\_**  
**(Zoning Case 2009-04)**

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SUBSECTION 3.1602 (DEFINITIONS) AND SUBSECTION 3.1603 (DESIGN AND CONSTRUCTION SPECIFICATIONS) OF SECTION 3.1600 (SIGN REGULATIONS) OF ARTICLE 3 (SUPPLEMENTARY REGULATIONS); SUBSECTION 4.506 OF SECTION 4.500 (PRESTON ROAD OVERLAY DISTRICT), SUBSECTION 4.606 OF SECTION 4.600 (DALLAS NORTH TOLLWAY OVERLAY DISTRICT), SUBSECTION 4.706 OF SECTION 4.700 (190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT), SUBSECTION 4.806 OF SECTION 4.800 (STATE HIGHWAY 121 OVERLAY DISTRICT), SUBSECTION 4.905 OF SECTION 4.900 (PARKWAY OVERLAY DISTRICT) OF ARTICLE 4 (SPECIAL DISTRICT REGULATIONS), SUBSECTION 2.826 (RT-RESEARCH/TECHNOLOGY CENTER) OF SECTION 2.800 (DISTRICT CHARTS) OF ARTICLE 2 (ZONING DISTRICTS AND USES) AND RELATED SECTIONS OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED REGARDING SIGNAGE; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 11th day of May, 2009, for the purpose of considering a change in the Zoning Ordinance; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 11th day of May, 2009; and

**WHEREAS**, the City Council is of the opinion and finds that such change would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

**Section I.** Subsection 3.1602 (Definitions) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations); of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding signage, such definitions to read in their entirety as follows:

3.1600 Sign Regulations

3.1602 Definitions

Term	Definition
Sign – Light Pole Banner	A sign, attached to a light pole standard, that is made of cloth, vinyl, metal, or other material manufactured for sign use.
Sign – Mural	A picture painted directly onto or applied to an exterior wall which does not contain logos or names of any business or entity.
Sign – Reader Board/Electronic Message Center	A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy.

**Section II.** Subsection 3.1603 (Design and Construction Specifications) 1. (Requirements for Wall Signs), 2. (Freestanding Signs), 3. (Requirements for Freestanding Signs Located within an Overlay District), 4. (Miscellaneous Requirements for Freestanding Signs), 7. (Reader Boards/Electronic Message Centers), and 8. (Light Pole Banners) of Section 3.1600 (Sign Regulations) of Article 3 (Supplemental Regulations); of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding signage, such portions of the section to read in their entirety as follows:

3.1603 Design and Construction Specifications

(1) Requirements for Wall Signs

(b) Wall Signs

(ii) The height of a horizontal wall sign shall not exceed six feet. The height shall be measured perpendicularly from the horizontal. The width of a vertical wall sign shall not exceed six feet. The width shall be measured perpendicularly from the vertical. The sizing of wall signs shall be calculated by determining an overall sign allowance for the entire building. Wall signs shall not exceed two times the linear width and 75%

coverage area of each elevation. Wall signs are allowed to project a maximum of four feet above the wall or parapet to which they are attached. Wall signs shall be limited to the following categories: Apartment, Contractor, General Business, Identification, and Institution signs. (Exception: A wall sign may exceed the six foot height or width limit as follows: in the case of a horizontal sign, for every one inch of sign height exceeding six feet, the allowable width of the sign shall be reduced by one percent; in the case of a vertical sign, for every one inch of the sign width exceeding six feet, the allowable height of the sign shall be reduced by one percent.) (ZC 05-53; Ordinance No. 2006-2-30)

- (iv) Wall signs may be illuminated; however, illuminated wall signs on rear building facades shall be prohibited unless facing a nonresidential zoning district.
  - (v) A wall sign shall not project more than 30 inches from the wall surface.
  - (vi) Wall signs shall not be reader board/electronic message center type.
- (c) Multistory Office (MSO) Wall Signs (ZC 2006-06; Ordinance No. 2006-9-16)
- (iii) Multistory office wall signs shall be limited to three signs per elevation. This provision does not apply to the ground floor.
  - (ix) Ground floor tenants in a multistory office shall have signage regulated by 1.b. above for general business wall signs.

## (2) Freestanding Signs

### (c) General Business Signs

- (i) General business signs may be erected in nonresidential zoning districts and shall not exceed 90 square feet for monument signs and 60 square feet for pole signs, except for signs on property fronting on U.S. Highway 75, in which case the sign may be 100 square feet. Maximum height of a general business sign shall be ten feet for a monument sign and 20 feet for pole signs, except for signs located on property fronting on U.S. Highway 75, in which case a height of 40 feet is permitted. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and shall be located a minimum of 30 feet from adjoining private property lines and a

minimum of 60 feet from any other freestanding sign, except directional signs.

(d) Identification Signs

- (i) An identification sign may be erected in nonresidential zoning districts and shall not exceed 150 square feet for monument signs and 100 square feet for pole signs. Maximum height of an identification sign shall be ten feet for a monument sign and 20 feet for pole signs, except for signs located on property fronting on U.S. Highway 75, in which case a height of 40 feet is permitted. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and 30 feet from adjoining private property line, and the sign shall be located a minimum of 60 feet from any other freestanding sign, except directional signs.

(f) Multipurpose Signs

- (v) Required setback for multipurpose signs shall be 30 feet from front and adjoining private property lines. Multipurpose signs are limited to one per street front per development and a minimum spacing of 60 feet from any other freestanding sign, except directional signs, must be maintained. Multipurpose signs that meet the size and height requirements of a general business sign shall be allowed an eight-foot front setback.

(i) Onsite Directional Signs

- (i) Onsite directional signs shall not exceed eight square feet and 30 inches in height and shall not contain advertising.
- (ii) Directional signs shall be located a minimum of 30 feet from other freestanding signs, including other directional signs.
- (iii) Sign provisions specifically addressed by State or Federal government regulations which are in conflict with local sign ordinance shall be exempt from local sign ordinance regulations.

(l) Directory Signs

- (i) Directory signs shall not exceed 40 square feet.
- (ii) Directory signs shall not exceed 15 feet in height, measured from grade.

- (iii) For multiple-sided signs, the gross surface area of each side shall not exceed two times the allowable square footage divided by the number of sign faces.
  - (iv) All accessibility and visibility requirements must be met for public sidewalks and streets.
  - (v) Directory signs shall be located a minimum of 60 feet from any other freestanding sign, except directional signs.
  - (vi) Changes to tenant names/locations on an existing permitted directory sign shall not require a permit.
  - (vii) Any directory sign shall be located within the established build line for that property.
  - (viii) Directory signs shall be used only to provide way finding information to tenants within a property.
- (3) Requirements for Freestanding Signs Located within an Overlay District
- (c) Multi-tenant commercial developments shall be limited to the following:
    - (iii) Directory Signs
  - (d) No single tenant shall be allowed to advertise on more than one sign per street front.
- (4) Miscellaneous Requirements for Freestanding Signs
- (h) Unless otherwise set forth, a minimum of 60 feet shall be required between all freestanding signs.
  - (l) No single tenant shall be allowed to advertise on more than one sign per street front.
- (7) Reader Boards/Electronic Message Centers
- (a) Any reader board or electronic message center area of a sign shall not exceed the allowable square footage for its specific sign type.
  - (b) Any reader board or electronic message center sign shall be allowed to change the copy every five minutes.
- (8) Light Pole Banners
- (a) Two banner maximum per light pole standard.

- (b) Banners on light pole standards shall be securely attached at both ends, perpendicular or parallel to light pole standards.
- (c) Each banner shall be limited to 15.5 square feet.
- (d) Banners are allowed to be attached on up to 50% of the existing light pole standards within a property.
- (e) Banners on light pole standards shall be limited to noncommercial messages.
- (f) Light pole banners shall be allowed within parking lots in both residential and nonresidential zoning districts.

**Section III.** Subsection 4.506 of Section 4.500 (Preston Road Overlay District) of Article 4 (Special District Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding signage, such subsection to read in its entirety as follows:

4.500 Preston Road Overlay District

4.506 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600, shall be monument type. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. The maximum sizes and dimensions of the above signs shall be as follows:

<b>Apartment Signs</b>	
Maximum Height	Eight feet
Maximum Size	35 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	Eight feet
Maximum Size	90 square feet

<b>Identification Signs</b>	
Maximum Height	Eight feet
Maximum Size	125 square feet

<b>Multipurpose Signs</b>	
Maximum Height	Eight feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet.	

**Section IV.** Subsection 4.606 of Section 4.600 (Dallas North Tollway Overlay District) of Article 4 (Special District Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding signage, such subsection to read in its entirety as follows:

4.600 Dallas North Tollway Overlay District

4.606 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600, shall be monument type. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply:

<b>Apartment Signs</b>	
Maximum Height	Eight feet
Maximum Size	35 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	Eight feet
Maximum Size	90 square feet

<b>Identification Signs</b>	
Maximum Height	Eight feet
Maximum Size	125 square feet

<b>Multipurpose Signs</b>	
Maximum Height	12 feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet.	

The above signage regulations shall not apply to those lots or tracts located fully or partially within the overlay district but adjacent to the S.H. 121 right-of-way if the affected signs are located more than 500 feet from the centerline of the Dallas North Tollway.

For freestanding signs located within 150 feet of residential zoning districts, the following standards shall apply:

<b>Apartment Signs</b>	
Maximum Height	Six feet
Maximum Size	30 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	Six feet
Maximum Size	50 square feet

<b>Identification Signs</b>	
Maximum Height	Six feet
Maximum Size	70 square feet

<b>Multipurpose Signs</b>	
Maximum Height	Six feet
Maximum Size	125 square feet
Maximum Size of Copy Area	Identification - 25 square feet
	Directory* - 35 square feet
	Reader Board* - 20 square feet
* Any combination of directory and reader board is permitted if it does not exceed 55 square feet.	

**Section V.** Subsection 4.706 of Section 4.700 (190 Tollway/Plano Parkway Overlay District) of Article 4 (Special District Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding signage, such subsection to read in its entirety as follows:

4.700 190 Tollway/Plano Parkway Overlay District

4.706 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply:

<b>Apartment Signs</b>	
Maximum Height	Ten feet
Maximum Size	35 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	12 feet
Maximum Size	90 square feet

<b>Identification Signs</b>	
Maximum Height	12 feet
Maximum Size	125 square feet

<b>Multipurpose Signs</b>	
Maximum Height	15 feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet.	

For freestanding signs located within 150 feet of residential zoning districts, the following standards shall apply:

<b>Apartment Signs</b>	
Maximum Height	Six feet
Maximum Size	30 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	Six feet
Maximum Size	50 square feet

<b>Identification Signs</b>	
Maximum Height	Six feet
Maximum Size	70 square feet

<b>Multipurpose Signs</b>	
Maximum Height	Six feet
Maximum Size	125 square feet
Maximum Size of Copy Area	Identification - 25 square feet
	Directory* - 35 square feet
	Reader Board* - 20 square feet
* Any combination of directory and reader board is permitted if it does not exceed 55 square feet. (ZC 2000-73; Ordinance No. 2000-11-22)	

**Section VI.** Subsection 4.806 of Section 4.800 (State Highway 121 Overlay District) of Article 4 (Special District Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding signage, such subsection to read in its entirety as follows:

4.800 State Highway 121 Overlay District

4.806 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply:

4.807

<b>Apartment Signs</b>	
Maximum Height	Ten feet
Maximum Size	35 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	12 feet
Maximum Size	90 square feet

<b>Identification Signs</b>	
Maximum Height	12 feet
Maximum Size	125 square feet

<b>Multipurpose Signs</b>	
Maximum Height	15 feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet.	

For freestanding signs located within 150 feet of residential zoning districts, the following standards shall apply:

<b>Apartment Signs</b>	
Maximum Height	Six feet
Maximum Size	30 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	Six feet
Maximum Size	50 square feet

<b>Identification Signs</b>	
Maximum Height	Six feet
Maximum Size	70 square feet

<b>Multipurpose Signs</b>	
Maximum Height	Six feet
Maximum Size	125 square feet
Maximum Size of Copy Area	Identification - 25 square feet
	Directory* - 35 square feet
	Reader Board* - 20 square feet
* Any combination of directory and reader board is permitted if it does not exceed 55 square feet. (ZC 2000-73; Ordinance No. 2000-11-22)	

**Section VII.** Subsection 4.905 of Section 4.900 (Parkway Overlay District) of Article 4 (Special District Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding signage, such subsection to read in its entirety as follows:

4.900 Parkway Overlay District

4.905 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type.

<b>Apartment Signs</b>	
Maximum Height	Eight feet
Maximum Size	35 square feet

<b>General Business/Institution Signs</b>	
Maximum Height	Eight feet
Maximum Size	90 square feet

<b>Identification Signs</b>	
Maximum Height	Eight feet
Maximum Size	125 square feet

<b>Multipurpose Signs</b>	
Maximum Height	Eight feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet. (ZC 2000-73; Ordinance No. 2000-11-22)	

**Section VIII.** Subsection 2.826 (RT – Research/Technology Center) 6. (Signage Standards) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding signage, such portion of the subsection to read in its entirety as follows:

2.800 District Charts

2.826 RT - Research/Technology Center

(6) Signage Standards

All freestanding general business, identification, institution, and multipurpose signs, as defined in the Sign Ordinance (No. 91-4-12) and its subsequent updates and revisions, shall be monument type. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply:

<b>General Business/Institution Signs</b>	
Maximum Height	12 feet
Maximum Size	90 square feet

<b>Identification Signs</b>	
Maximum Height	12 feet
Maximum Size	125 square feet

<b>Multipurpose Signs</b>	
Maximum Height	15 feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet	

For freestanding signs located within 150 feet of a residential zoning district, the following standards shall apply:

<b>General Business/Institution Signs</b>	
Maximum Height	Six feet
Maximum Size	50 square feet

<b>Identification Signs</b>	
Maximum Height	Six feet
Maximum Size	70 square feet

<b>Multipurpose Signs</b>	
Maximum Height	Six feet
Maximum Size	125 square feet
Maximum Size of Copy Area	Identification - 25 square feet
	Directory* - 35 square feet
	Reader Board* - 20 square feet
Any combination of directory and reader board is permitted if it does not exceed 55 square feet.	

All other provisions of Ordinance No. 91-4-12 and its subsequent updates and provisions shall apply. Where conflicts exist, the provisions of this ordinance shall apply.

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

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

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

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

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

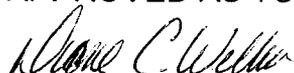
**PASSED AND APPROVED THIS THE 11th DAY OF MAY, 2009.**

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**DATE:** April 21, 2009  
**TO:** Honorable Mayor & City Council  
**FROM:** James Duggan, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of April 20, 2009

**AGENDA ITEM NO. 7B - PUBLIC HEARING  
AMENDMENTS TO THE CODE OF ORDINANCES REGARDING SIGNAGE  
APPLICANT: CITY OF PLANO**

Request to amend specific sections of Ordinance No. 2005-11-14 codified as Section 6-488 of Article XII, Temporary Signs, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano, to reflect changes to the regulations for banner signs.

**APPROVED:** 6-1 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Recommended for approval to read as follows:

Sec. 6-488. Banners.

A temporary banner is allowed and shall be securely attached to the building face. One (1) banner may be displayed on each elevation of the building, with a maximum of two (2) per building or tenant space. Each business shall be allowed ~~two (2)~~ three (3) banner permits per calendar year, and each permit shall be good for a maximum of ~~thirty (30) days~~ six (6) weeks. ~~A minimum of thirty (30) days shall be required between each banner permit.~~ Banners shall be kept in good repair and remain firmly anchored or secured. Commercial banners are prohibited in single-family residential districts. (Ord. No. 2005-11-14, § I, 11-14-05)

The Commissioner voting in opposition was opposed to increasing the number of banner permits.

**FOR CITY COUNCIL MEETING OF:** May 11, 2009 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

KP/dc

xc: Cliff Bormann, Assistant Building Official

CITY OF PLANO  
PLANNING & ZONING COMMISSION

April 20, 2009

**Agenda Item No. 7B**

**Public Hearing:** Amendments to the Code of Ordinances Regarding Signage

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to amend specific sections of Ordinance No. 2005-11-14 codified as Section 6-488 of Article XII, Temporary Signs, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano, to reflect changes to the regulations for banner signs.

**BACKGROUND:**

In January, the Planning & Zoning Commission began a review of the city's regulations for commercial signage. The Commission held a number of work sessions to examine the existing regulations and hear public comments. The Commission also received feedback from City Council on their preliminary recommendations at the March 9, 2009, preliminary open meeting. During the April 6, 2009, meeting, the Commission refined their recommended changes.

While most of these changes are to the Zoning Ordinance, the changes related to banners will be included in the Code of Ordinances. (See attached amended section.) At this meeting, staff requests the Commission review these changes and make a recommendation on these amendments to City Council.

Please note that the other recommended changes to the sign regulations are addressed in a separate agenda item. This is due to the fact that regulations for permanent signage are located in the Zoning Ordinance rather than the Code of Ordinances.

**RECOMMENDATION:**

Staff recommends the Code of Ordinances be amended as follows:

Sec. 6-488. Banners.

A temporary banner is allowed and shall be securely attached to the building face. One (1) banner may be displayed on each elevation of the building, with a maximum of two (2) per building or tenant space. Each business shall be allowed three (3) banner permits per calendar year, and each permit shall be good for a maximum of six (6) weeks. ~~A minimum of thirty (30) days shall be required between each banner permit.~~ Banners shall be kept in good repair and remain firmly anchored or secured. Commercial banners are prohibited in single-family residential districts.

(Ord. No. 2005-11-14, § I, 11-14-05)

# — BANNER —



## **Definition:**

A temporary sign made of cloth, canvas, or other light fabric.

## **Current Requirements under Consideration:**

- Banners may be displayed two times per year, for a maximum of 30 days each time.
- A minimum of 30 days is required between each banner permit.
- Only one banner is allowed per business.

## **Proposed Changes:**

- Banners may be displayed up to three times per year for six weeks each time.
- One banner is allowed on each elevation and up to two per building or tenant space.
- Changes would be made in the Code of Ordinances (Temporary Signs).

## **Staff Comments:**

- This change would allow permits to be issued consecutively.
- The Downtown Sign District also contains regulations pertaining to banners. This section has not been discussed and no changes are currently being considered.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS REVISING SECTION 6-488. BANNERS OF ARTICLE XII. TEMPORARY SIGNS, OF CHAPTER 6. BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF PLANO; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A PENALTY CLAUSE, A PUBLICATION CLAUSE, AND AN EFFECTIVE DATE.**

**WHEREAS**, on November 14, 2005, by Ordinance No. 2005-11-14, the City Council established regulations regarding banner signs displayed in the City of Plano; and

**WHEREAS**, the City Council of the City of Plano finds and determines that it is necessary to revise Sec. 6-488 to reflect changes to the regulations for banner signs.

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

**Section I.** Section 6-488. Banners, of Article XII. Temporary Signs, of Chapter 6. Buildings and Building Regulations of the Code of Ordinances of the City of Plano, Texas is hereby revised to read in its entirety as follows:

“Sec. 6-488. Banners

A temporary banner is allowed and shall be securely attached to the building face. One (1) banner may be displayed on each elevation of the building, with a maximum of two (2) per building or tenant space. Each business shall be allowed three (3) banner permits per calendar year, and each permit shall be good for a maximum of six (6) weeks. Banners shall be kept in good repair and remain firmly anchored or secured. Commercial banners are prohibited in single-family residential districts.”

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

**Section III.** 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 IV.** 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 V.** This Ordinance shall become effective immediately upon its passage and publication as provided 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

**DATE:** April 21, 2009  
**TO:** Honorable Mayor & City Council  
**FROM:** James Duggan, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of April 20, 2009

**AGENDA ITEM NO. 8A - PUBLIC HEARING  
ZONING CASE 2009-06  
APPLICANT: BRUCE KINNA**

Request to expand Specific Use Permit #598 for Day Care Center on one lot on 3.9± acres located on the south side of Los Rios Boulevard, 100± feet west of Trail Walker Drive. Zoned Planned Development-320-Estate Development with Specific Use Permit #598 for Day Care Center.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 2

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**PETITION(s) RECEIVED:** N/A **# OF SIGNATURES:** N/A

**STIPULATIONS:**

Recommended for approval as submitted.

**FOR CITY COUNCIL MEETING OF:** May 11, 2009 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

EH/dc

xc: Bruce Kinna, HBMA, LLC  
Mark Wainscott, Head Construction  
Richard Matkin, PISD  
Cliff Bormann, Assistant Building Official

CITY OF PLANO  
PLANNING & ZONING COMMISSION

April 20, 2009

**Agenda Item No. 8A**

**Public Hearing:** Zoning Case 2009-06

**Applicant:** Bruce Kinna

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**DESCRIPTION:**

Request to expand Specific Use Permit #598 for Day Care Center on one lot on 3.9± acres located on the south side of Los Rios Boulevard, 100± feet west of Trail Walker Drive. Zoned Planned Development-320-Estate Development with Specific Use Permit #598 for Day Care Center.

**REMARKS:**

The applicant is proposing to expand Specific Use Permit (SUP) #598 for Day Care Center which was approved by the City Council on November 10, 2008.

The requested zoning is an SUP for Day Care Center. A day care center is defined as a facility providing care, training, education, custody, treatment, or supervision for 13 or more children for less than 24 hours per day. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

The proposed day care center is in a single occupant building with direct access to the exterior of the building. Children attending the day care center will have access to 29,170 square feet of outdoor play space. The maximum number of students allowed at any time is 211. The proposed day care center meets the required parking, loading, and unloading area requirements. It is also not within 300 feet of gasoline pumps or underground storage tanks. A revised preliminary site plan, Hinckley Addition, Block A, Lot 2 accompanies this request.

**RECOMMENDATION:**

Recommended for approval as submitted.

**ORDINANCE NO. \_\_\_\_\_**  
**(Zoning Case 2009-06)**

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO EXPAND SPECIFIC USE PERMIT NO. 598, FROM 1.9± ACRES OF LAND TO 3.9± ACRES OF LAND OUT OF THE CHARLES F.M. GOODERIN SURVEY, ABSTRACT NO. 353, LOCATED ON THE SOUTH SIDE OF LOS RIOS BOULEVARD, 100± FEET WEST OF TRAIL WALKER DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED PLANNED DEVELOPMENT-320-ESTATE DEVELOPMENT WITH SPECIFIC USE PERMIT #598 FOR DAY CARE CENTER, DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 11th day of May, 2009, for the purpose of considering amending Specific Use Permit No. 598 from 1.9± acres of land to 3.9± acres of land out of the Charles F.M. Gooderin Survey, Abstract No. 353, located on the south side of Los Rios Boulevard, 100± feet west of Trail Walker Drive in the City of Plano, Collin County, Texas, presently zoned Planned Development-320-Estate Development with Specific Use Permit #598 for Day Care Center; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 11th day of May, 2009; and

**WHEREAS**, the City Council is of the opinion and finds that the amending of Specific Use Permit No. 598 from 1.9± acres of land to 3.9± acres of land out of the Charles F.M. Gooderin Survey, Abstract No. 353, located on the south side of Los Rios Boulevard, 100± feet west of Trail Walker Drive in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

**WHEREAS**, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to amend Specific Use Permit No. 598 from 1.9± acres of land to 3.9± acres of land out of the Charles F.M. Gooderin Survey, Abstract No. 353, located on the south side of Los Rios Boulevard, 100± feet west of Trail Walker Drive in the City of Plano, Collin County, Texas, presently zoned Planned Development-320-Estate Development with Specific Use Permit #598 for Day Care Center, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

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

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

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

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

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

**PASSED AND APPROVED THIS THE 11TH DAY OF MAY, 2009.**

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

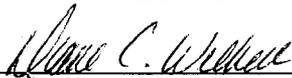
  
\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"  
LEGAL DESCRIPTION

ZC 2009-06

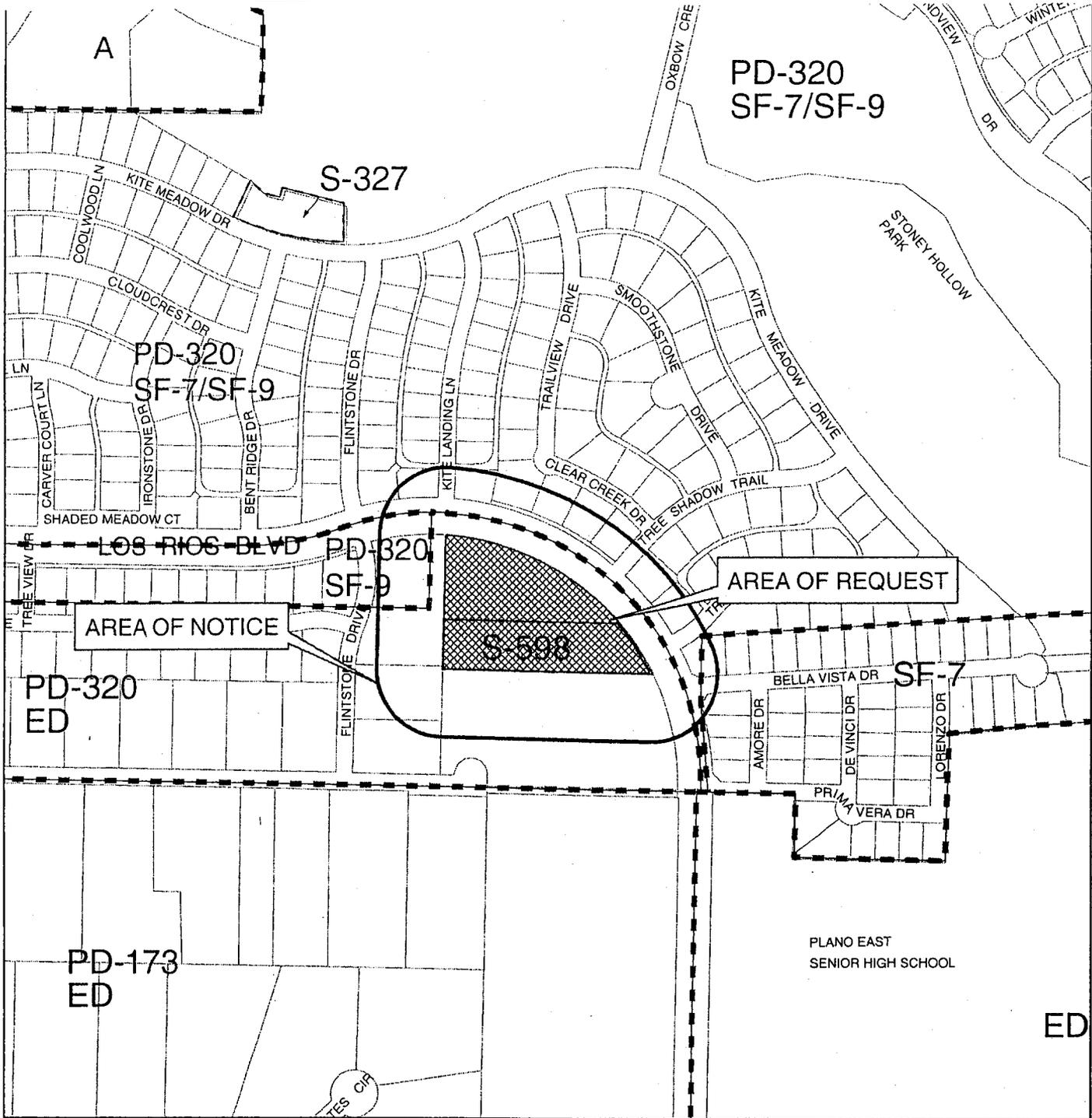
BEING a tract of land in the Charles F.M. Gooderin Survey, Abstract No. 353, Collin County, Texas, being all of Lot 2, Block A of Hinckley Addition, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Volume O, Page 501, Plat Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1-inch iron rod found for corner in the westerly radial line of Los Rios Drive, a 110-foot wide public right-of-way, at the northeast corner of Lot 1, Block A of said Hinckley Addition, same being the most easterly corner of said Lot 2, Block A;

THENCE North,  $89^{\circ} 49' 30''$  West, a distance of 618.43 feet to a 1/2-inch iron rod found for corner in the east line of Lot 2, Block E of Stoney Hollow, Phase Four, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Volume K, Page 417, Plat Records, Collin County, Texas, same being the northwest corner of said Lot 1 and the southwest corner of said Lot 2 of said Block A;

THENCE North,  $00^{\circ} 10' 30''$  East, along the common line of said Block E and Block A, a distance of 397.25 feet to 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner in the radial line of said Los Rios Drive, in a non-tangent curve to the right having a central angle of  $59^{\circ} 07' 00''$ , a radius of 745.00 feet and a chord bearing and distance of South,  $57^{\circ} 06' 36''$  East, 735.03 feet;

THENCE southeasterly, along said curve to the right and said radial line, an arc distance of 768.68 feet to the PLACE OF BEGINNING and CONTAINING 171,001 square feet or 3.926 acres of land.



Zoning Case #: 2009-06

Existing Zoning: PLANNED DEVELOPMENT-320-ESTATE DEVELOPMENT  
w/SPECIFIC USE PERMIT #598

○ 200' Notification Buffer

