

## PLANO CITY COUNCIL

**WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON MAY 26, 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.  | Personnel   | Council     | 5 min.  |
| A.   | Discussion regarding Mayor Pro Tem and Deputy Mayor Pro Tem   |             |         |
| III. | 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: Personnel A. Mayor Pro Tem and Deputy Mayor Pro Tem	Council	5 min.
II.	Asset Management Program	GHD Consulting	10 min.
III.	Mobility Report	Neal	10 min.
IV.	Comprehensive Monthly Financial Report	Tacke	10 min.
V.	Mesh Network Presentation	Stephens	15 min.
VI.	Council items for discussion/action on future agendas	Council	5 min.
VII.	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 26, 2009

CALL TO ORDER: 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE: Boy Scout Troop 999  
Grace Presbyterian Church

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: Special Recognition Plaques in Appreciation of Outgoing Mayor Pat Evans and Council Members Scott Johnson and Sally Magnuson</p> <p>Proclamation: National Historic Preservation Month</p> <p>Presentation: 2009 Outdoor Air Quality Poster Contest Winners</p> <p>Presentation: PISD Students Traveling to Plano's Sister City, Hsinchu, Taiwan</p> <p><b><u>OATHS OF OFFICE</u></b></p> <p><u>Cultural Affairs Commission</u> Allen B. Safir, OD</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p> <p><b><u>CONSENT AGENDA</u></b></p> <p><b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Approval of Minutes</u></b></p> <p>(a) May 11, 2009 May 18, 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>CSP No. 2009-102-C</b> for annual contract for Summer Arts Program to Art Centre of Plano in the estimated annual amount of \$57,000. This will establish an annual fixed price contract with three optional one-year renewals.</p> <p>(c) <b>CSP No. 2009-94-C</b> for an annual contract for Median and Right-of-Way Landscape Maintenance to VMC Landscape Services in the estimated annual amount of \$250,000. This will establish an annual fixed price contract with three optional one-year renewals.</p> <p>(d) <b>Bid No. 2009-99-C</b> for an annual contract for Concrete Mix to RediMix Concrete, LLC, a US Concrete Company in the estimated annual amount of \$257,100. This is for an annual contract with renewals.</p> <p>(e) <b>Bid No. 2009-108-B</b> for McDermott Road at Robinson Road Intersection Improvements to JRJ Paving, L.P. in the amount of \$301,335. The project consists of construction of paving improvements to complete the intersection of McDermott Road at Robinson Road to a median divided roadway on McDermott Road.</p> <p>(f) <b>Bid No. 2009-105-B</b> for Ridgeview Drive from Independence Parkway to Coit Road to Jim Bowman Construction Company, L.P. in the amount of \$890,177. The project consists of widening from four lanes to six lanes, landscaping and irrigation improvements to Ridgeview Drive from Independence Parkway to Coit Road.</p> <p>(g) <b>Bid No. 2009-113-B</b> for the Mapleshade Sanitary Sewer and Force Main to W.R. Hodgson Co., LP, in the amount of \$1,268,929. The project consists of the construction of about 6,050 feet of 18-inch gravity sewer line and 2,000 feet of 18-inch force main along Mapleshade Drive, Ohio Drive and north of Mapleshade Drive to the Highlands Lift Station. This project will abandon three existing lift stations.</p> <p><b>Purchase from an Existing Contract</b></p> <p>(h) To approve the purchase of Equipment Services Bay Area Painting in the amount of \$68,393 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)</p> <p>(i) To authorize the purchase and installation of Raritan Solution Software for server rooms in the amount of \$106,834 from M &amp; A Technology, through an existing contract/agreement with The Cooperative Purchasing Network (TCPN) contract, and authorizing the City Manager to execute all necessary documents. (TCPN Contract No. R4721)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(j)	To authorize the purchase of Telephone Hardware and Software for the Emergency Operations Center complex in the amount of \$350,295 from Affiliated Communications, Inc., through a Department of Information Resources contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-289)	
(k)	To approve an expenditure for a Service Agreement between Motorola and the City of Plano in the amount of \$457,193 through an existing contract with the Houston-Galveston Area Council, and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. RA-01-08)	
(l)	To authorize the renewal and upgrade of Technical Support Services for JD Edwards Software License Applications, in the amount of \$164,454 from Mythics, through a Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-VPC-03-018)	
(m)	<b>Approval of Change Order</b>	
	To C & P Engineering, Ltd., increasing the Professional Services Contract by \$79,000 for Meadows Addition, Contract Modification No. 1. Additional design services are required for storm drainage in Rigsbee Drive and the splitting of the project into two phases.	
(n)	<b>Approval of Contract Modification</b>	
	To approve a Second Modification to the Agreement between the City of Plano and Redflex Traffic Systems, Inc. for the Photo Red Light Enforcement Program that establishes that the contract will expire on January 30, 2012 and providing a severability clause.	
(o)	<b><u>Adoption of Resolutions</u></b>	
	(o) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, City of Allen and North Texas Municipal Water District concerning the improvements to Chaparral Road from K Avenue to east of Cottonwood Creek; authorizing its execution by the City Manager; and providing an effective date.	
(p)	To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, for Intersection Improvements at McDermott Road and Robinson Road; authorizing its execution by the City Manager; and providing an effective date.	
(q)	To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, for Ridgeview Drive Widening from Coit Road to Independence Parkway; authorizing its execution by the City Manager; and providing an effective date.	
(r)	To ratify the termination of a contract by and between Hisaw and Associates General Contractors, Inc., and the City of Plano for the Animal Shelter Addition; approving its execution by the City Manager; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(s)	To ratify the termination of a contract by and between Hisaw and Associates General Contractors, Inc., and the City of Plano for Plano Fire Station No. 12/Emergency Operations Center Complex; approving its execution by the City Manager; and providing an effective date.	
(t)	To approve the settlement of a claim filed by Michael Turner against the City of Plano; authorizing the City Manager to execute any and all documents necessary to settle such claim; and providing an effective date.	
<p><b><u>Adoption of Ordinances</u></b></p>		
(u)	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.	
(v)	To abandon all right, title and interest of the City, in and to that portion of water line and sewer easement recorded in Volume 3919, Page 1064, of the Land Records of Collin County and being situated in the William Brown Survey, Abstract No. 66, which is located within the City limits of Plano, Collin County, Texas, quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Headquarters II, L.P., to the extent of its interest, authorizing the City Manager to execute any documents deemed necessary, and providing 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>		
(1)	<b>Public Hearing and consideration of a Resolution</b> to amend the 2008-09 Action Plan, including proposed uses of \$332,930 in additional Grant Funds for Program Year 2008-09; and declaring an effective date.	
(2)	<b>A Resolution</b> to authorize the filing of applications for Federal Funds in an amount not to exceed \$332,930 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.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(3)	<p><b>Public Hearing and consideration of an Ordinance in Zoning Case 2009-01</b> to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 599 so as to allow the additional use of Arcade on 2.3± acres of land located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75 in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: GBRE, LLC (Tabled 3/23/09)</p>	
(4)	<p><b>Public Hearing and consideration of an Ordinance</b> to amend the Subdivision Ordinance of the City of Plano, as heretofore amended, by amending Introduction and Procedural Overview, Article I (General Provisions), Article II (Definitions), Article III (Platting Procedures), Article IV (Assurance for Completion and Maintenance of Improvements), Article V (Requirements for Public Improvements, Reservation and Design), and Article VII (Replatting Procedures) of the Subdivision Ordinance of the City of Plano, 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, and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano</p>	
(5)	<p><b>Public Hearing and consideration of an Ordinance in Zoning Case 2009-03</b> to amend Subsection 2.822 (CB-1 – Central Business-1) and Subsection 2.823 (CE – Commercial Employment) of Section 2.800 (District Charts) of Article 2 (Zoning Districts), Subsection 3.103 (Construction Yards, Field Offices, Model Homes, and other Temporary Buildings), Subsection 3.104 (Multifamily Residence), and Subsection 3.115 (Retirement Housing) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses), Section 3.1200 (Landscaping Requirements), Subsection 3.1703 (Development Incentives and Alternative Standards) and Subsection 3.1704 (Site-Specific Storm Water Management Plan) of Section 3.1700 (Storm Water Management) of Article 3 (Supplementary Regulations), Subsection 4.110 (Initial Plan Review) of Section 4.100 (Planned Development District) of Article 4 (Special District Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, 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; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: City of Plano</p>	
(6)	<p><b>Public Hearing and consideration of an Ordinance</b> to amend the Subdivision Ordinance of the City of Plano, as heretofore amended, by amending Section 1.12 (Waivers from Development Exactions) of Article I (General Provisions) and related sections of the Subdivision Ordinance of the City of Plano, pertaining to procedures and requirements for waivers of exactions for dedications and public improvements, and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: City of Plano</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**Pat Evans**  
Mayor

**Jean Callison**  
Mayor Pro Tem

**Harry LaRosiliere**  
Deputy Mayor Pro Tem

**Pat Miner**  
Place 1

**Scott Johnson**  
Place 2

**Mabrie Jackson**  
Place 3

**Sally Magnuson**  
Place 4

**Lee Dunlap**  
Place 8

**Thomas H. Muehlenbeck**  
City Manager

May 21, 2009

Mayor Phil Dyer  
City Council Members  
City of Plano  
Plano, TX 75074

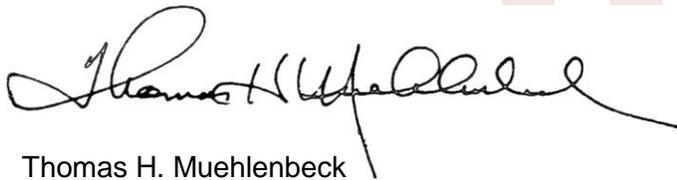
Honorable Mayor and City Council:

We will begin our meeting on Tuesday in Executive Session where we will receive legal advice from the City Attorney. Under Item II we will discuss Mayor Pro Tem and Deputy Mayor Pro Tem designations. Under Item III, potential economic development prospects may be discussed.

The Preliminary Open Meeting will begin with actions regarding Mayor Pro Tem and Deputy Mayor Pro Tem appointments. Under Item II, we will hear a report from GHD Consulting regarding Asset Management. Lloyd Neal will provide the monthly Mobility Report and Denise Tacke will update us on the Comprehensive Monthly Financial Report. Under Item V, David Stephens will make a Mesh Network presentation and we will also view a short video on the subject.

I look forward to seeing you on Tuesday.

Sincerely yours,



Thomas H. Muehlenbeck



**DATE:** May 20, 2009

**TO:** Thomas H. Muehlenbeck

**FROM:** Alan L. Upchurch, P.E.  
Director of Public Works & Engineering

**SUBJECT:** Asset Management Program

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In August, 2008 the city retained the professional services of GHD Consulting to help us develop an asset management plan.

An asset management plan sets out a road map for the staff to develop management strategies for evaluating condition assessment data in an orderly fashion to plan for maintenance and replacement of assets. The Public Works Department took the lead along with Parks and Recreation and Facilities, in working with GHD to understand what is needed to develop and implement an asset management plan. Four pilot projects were evaluated as case studies to better understand the mythologies and process need to develop a plan for each asset.

The consultant has completed their assignment and will make a report to the City Council on May 26, 2009. A copy of the Executive Briefing is attached. In order to fully develop a true asset management plan for each of our assets we need to dedicate personnel to the program.

As we are going through budget short falls and possibly eliminating personnel, it is not possible to hire and dedicate personnel to asset management. Therefore, I am recommending that we accept GHD's final reports and place them on hold until our financial resources allow the hiring of additional personnel dedicated to asset management. All three departments will use what we learned from this project as we update our infrastructure data and plan for the continued maintenance and replacement of our assets.



CLIENTS | PEOPLE | PERFORMANCE



## City of Plano

Asset Management Program

Executive Briefing

May 2009

*Introduction* This report has been prepared at the request of Alan Upchurch, Director of Public Works and Engineering to serve as a briefing for the Executive Management Team of the City of Plano on the recent completion of the initial phase of an Asset Management Program. The program focused on those assets managed by the Public Works, Parks and Recreation, and Facilities Departments.

An Executive Summary is attached which sets out a brief summary of the program that has been delivered to date and recommends a number of further actions necessary to move the focus from building and maintaining to management of the entire life cycle of the City's infrastructure assets. The Executive Summary has been extracted from a report entitled "*Asset Management Program Action Plan*" being prepared by GHD Consulting Inc. as the final deliverable of this phase of the project. References in the Executive Summary are to the detailed sections of the full report of which it forms the initial section.

The Asset Management Program will be summarized by GHD Consulting Inc. in the form of a presentation to a City Council work session on Tuesday May 26, 2009. The visual slides that will be shown to accompany the presentation to the work session are also appended to this report.

*Executive Summary*

### **Asset Management Program Context**

The City of Plano's population has grown from around 3,500 in the early 1960's and, while growth has slowed considerably in the past 12 months, the City's population is forecast to reach 270,000 by 2020. The current population is approximately 265,000.

As the City's population growth tapers off with the City nearing residential build out, developer contributions are declining. While the City's intention is to fund the provision of services from sustainable revenue streams (e.g. rates, fees, user charges, etc.), developer contributions have been a significant revenue stream that has enabled the City to meet the cost of operating, maintaining and renewing its infrastructure assets without recourse to additional increases in rates, etc.

The City is therefore moving from a period primarily focused on expanding its infrastructure assets to enable the delivery of services to new residents, to an ongoing need to manage its infrastructure assets to sustain the delivery of services. This requires a fundamental shift in the way that the business units in the City, who manage the City's infrastructure assets, go about their day to day work. It is for this reason that the City embarked upon an asset management program.

### **Asset Management Program Business Drivers**

The following drivers behind the need to improve asset management practice within the City of Plano were identified in workshops with executive and senior managers from Public Works, Parks and Recreation, and Facilities:

- ▶ **Increasing costs** to operate maintain and renew the City's assets, while financial resources available are limited due to the City approaching build out. This is resulting in a corresponding reduction in developer revenues, which – when combined with a reluctance by ratepayers to tolerate significant increases in property taxes – is likely to make funding essential infrastructure renewals increasingly difficult.

- ▶ **Increasing requirements** for improved data and knowledge to support decision making about the City's assets. Many senior and experienced staff members are approaching retirement so it is essential that knowledge and information held by those individuals is captured prior to them leaving the organization. Similarly the fragmented nature and poor integration of information systems means those information systems do not have the functional capability to support staff in managing data and information.
- ▶ **Increasing demands for transparency** about expenditure on the City's assets in support of providing services to customers and other stakeholders. As rates and taxes rise, customers will seek to have a greater understanding of the effectiveness of expenditure being made. It will become imperative for Public Works, Parks and Recreation, and Facilities to be able to appropriately present and defend their requests for funds for investment in their infrastructure assets.

### **Asset Management Program Vision and Mission Statements**

In August 2007 the City of Plano embarked on an asset management program for all infrastructure assets managed by Public Works, Parks and Recreation, and Facilities.

The City's vision for the asset management program is:

***To position the City of Plano to continue the provision of high quality appropriate infrastructure based services using a decision-making framework that enables the efficient and cost effective management of the City's assets.***

The Mission statement for the program is:

***The Asset Management Program will develop and implement a consistent and integrated comprehensive framework in order to:***

- ▶ ***Support the stewardship of public assets;***
- ▶ ***Enhance departmental asset management practices;***
- ▶ ***Meet established standards;***
- ▶ ***Support regulatory compliance; and,***
- ▶ ***Accurately forecast future financial requirements.***

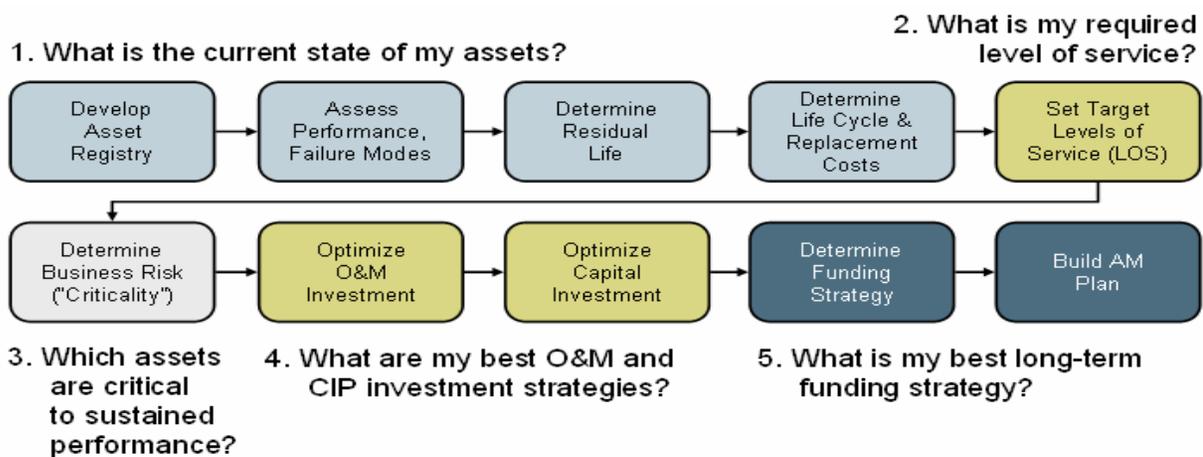
### **Asset Management Program Goals**

The asset management program goals illustrate how the City's infrastructure-based business units are seeking to change from developing to maintaining assets:

- ▶ To increase the City's ability to assess asset condition and performance, and accurately predict the timing and cost of future funding needs.
- ▶ To improve maintenance processes in order to optimize the economic value of an asset, and to optimize an asset's life cycle costs.

- ▶ To increase connectivity of asset capital investment planning (Community Investment Plan) and city-wide financial management business processes so that common information is shared and maintained in a consistent and appropriate way.
- ▶ To increase accuracy of accounting and reporting required for effective Asset Management.
- ▶ To effectively maintain normal City operations while implementing and sustaining the City of Plano's Asset Management Plan.

The asset management program goals are consistent with the United States Environmental Protection Agency's 10 steps to developing an asset management plan, which is illustrated in the following figure.



### Asset Management Program Governance

Included in the figure above are the United States Environmental Protection Agency's 5 core asset management questions, which are the basis for governance oversight of the City's asset management program. In changing from developing to managing infrastructure assets the City needs to be able to transparently and confidently provide appropriate answers to the five questions.

### Asset Management Program Phase I Results

The first phase of the asset management program – the results of which are contained in this report – has established a framework within which the City is able to develop the business processes and practices it requires in order to establish and sustain an asset management program. Incorporated into an overall assessment of the state of asset management practice within the City were specific assessments of the City's asset information systems and asset maintenance program.

The City has completed pilot projects using the 10 step asset management planning process for select assets that indicate the degree to which the 5 core asset management questions can be answered. In applying the 10 step process it is considered that the level of confidence in the results is of the order of 55%. A tolerable result is likely to be of the order of 80 to 85%, which indicates that the City is not yet at a point

with its asset management program that will enable the development of long term infrastructure investment and funding strategies.

The Technical Memoranda completed as part of this project are all appended to the Asset Management Program Action Plan.

### **Asset Management Program Action Plan**

The prime output of Phase I is therefore an action plan for continuing to develop the City's asset management capability. The aim is to ensure the City is able to sustain the delivery of services by optimizing investment in operating, maintaining and renewing its assets.

The Asset Management Program Action Plan is contained in Section 3.3. A copy of a table summarizing the projects in the Action Plan is appended to this Executive Briefing document.

### **Asset Management Program Recommendations**

#### **1. Preferred option - Implement the Asset Management Program Action Plan**

The City is fortunate that most of its assets are still some years away from requiring replacement, particularly given many cities face an immediate backlog of deferred maintenance or asset renewals. The City is not facing a similar problem as its growth and therefore the development of its asset base has occurred relatively recently – i.e. over the past 40 years.

It is recommended the City approve and begin implementing the Asset Management Program Action Plan. In order for implementation to occur it is recommended that the City employ 3 (three) additional FTE's; one each in the Public Works, Parks and Recreation, and Facilities Departments. Full implementation of the Program will require consultant support for specialist tasks. Ultimately full implementation of the program will need as many as 5 to 6 FTE's.

#### **2. Alternative option – Continuation of the Asset Management Program**

In the event the decision is made not to implement the Action Plan at this time, there is one important, immediate recommendation for the City in regard to its asset management program. This is in reference to data and information about the City's infrastructure assets, which has been determined under this study to be inadequate in terms of making appropriate, reliable and confident decisions to invest in the City's infrastructure.

It is recommended the City commence a program to compile appropriate data and information about its assets, as follows:

- ▶ Create an asset register for all infrastructure assets so that data and information is captured, collated and assigned to assets in a consistent and structured manner.
- ▶ Specify the data and information that must be captured for each asset type, using that specification to direct the gathering of data and information.

- ▶ Introduce into current work practices a requirement to capture additional data and information about the assets being worked on, thereby beginning the ongoing process of maintaining the right data and information for every asset.
- ▶ Ensure that the additional data and information gathered is stored in current information systems – using re-structured asset registers – and, therefore, made available for use in decision making around operations, maintenance and capital investments.
- ▶ Develop and implement improvements to the City’s asset management information solutions / software.

Many cities facing more immediate backlogs of investment in their infrastructure assets find they lack the right data and information about their assets. They are faced with making decisions to invest significant sums of money in their infrastructure without appropriate data and information to support those decisions. The City of Plano has an opportunity to begin building the data and information about its assets that it will increasingly require in developing budgets in coming years.

In order for this to be undertaken it is estimated the City will need to immediately employ 1 (one) FTE to commence the data and information gathering process, followed by a 2<sup>nd</sup> FTE 18 to 24 months later when software evaluation commences.

Appendix A  
**Action Plan**

Summary of Projects

## Summary of Asset Management Program Action Projects

AMPAP Section No.	Term of Project (ST short term), (I= Program Action Project), (L=Long Term Project)	Description
1.4.2	ST	Formalization of CAMAT ( completed)
1.4.3	ST	CIP validation guidelines (completed)
1.4.4	ST	Asset management toolkit (completed)
3.1	I	Executive level asset management training
3.2	I	Extend asset hierarchies and compile asset registers
3.3	I	Condition assessment protocols, residual life estimates
3.4	I	Estimate Life Cycle Costs
3.5	I	Establish levels of service
3.6	I	Business risk analysis – levels 2 and 3 for critical assets
3.7	I	State of Assets reports
3.8	I	Asset management plans for non-pilot assets
3.9	I	Conduct Environmental scan
3.10	I	Establish knowledge management strategy
3.11	I	Mobile technology
3.12	I	Citizen response
3.14	L	Information systems upgrade
3.15	L	Review (Program Action) of asset management plans
3.16	L	Organizational structures to support asset management
3.17	L	Service provider review
3.18	L	Develop proactive maintenance strategies

**GHD Consulting Inc.**

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**Document Status**

Rev No.	Author	Reviewer		Approved for Issue		
		Name	Signature	Name	Signature	Date
0	Rob Green / Wayne Francisco	Wayne Francisco		Wayne Francisco		May 2009



- Traffic Signals
  - ✓ **Ohio Drive @ Quincy Lane (Signal Warrant Study Underway)**
  - ✓ **Ohio Drive @ SH 121 – Construct New Traffic Signal (30% completed)**
  - ✓ **Dominion Prkwy @ Hedgcoxe –Design New Traffic Signal (5% completed)**
  - ✓ **Dominion Prkwy @ Headquarters – Design New Traffic Signal (5% completed)**
  - Parkwood Blvd @ Windhaven Prkwy – Design new traffic signal (**85%** completed)
  - Midway Road @ McKamy Trail – Design New Traffic Signal: (90% completed)
  - Razor Road @ McDermott Road - Design New Traffic Signal (**70%** completed)
  - Razor Road @ Ohio Drive - Design New Traffic Signal (**60%** completed)
  - Traffic Surveillance Camera Restoration Project (70% completed)
  - Completed **2** As-built signal plans
  
- Traffic Safety:
  - ✓ **Jomar Drive at Linda Lane - Request for stop sign – Installation complete**
  - ✓ **Pasquinelli Subdivision - Request for stop signs – Installation authorized.**
  - ✓ **Avignon / Windhaven Subdivision - Request for stop signs – Installation authorized.**
  - ✓ **Wimbledon Lane/Garner Lane - Request for stop sign – Review in progress**
  - HAL/HARS 2008-2009 project list (**55%** completed)
  - City-wide Speed Zone Survey Project: (60% completed)
  - Reviewed **30** temporary traffic control plans for utility work in city right-of-way
  - Speed trailer deployment – **15<sup>th</sup> Street: btwn R Avenue and P Avenue.**  
**Lindsey Drive: btwn Willow Bend Drive and Cardigan Drive.**  
**Hillsborough Drive: btwn Bridgeport Drive and Greenwyck Drive**
  
- PISD/FISD
  - Implementing school zones for PISD summer school - **Ordinance passed by City Council implementing 43 summer school speed zones at 19 campuses.**
  - Anderson Elementary School (Independence Prkwy @ Oakland Hills Drive) – Request to remove existing school zone; Study completed. Removal recommended. Waiting on FISD response to recommendation
  - Andrews Elementary School (Scenic Drive @ Sutherland Lane) - Request for All-Way Stop; Study in progress
  - Clark High School (Spring Creek Parkway @ Eagle Pass) - Request for pedestrian signals; Study in progress
  - Christie Elementary - Request to install a Do Not Block Driveway sign on Rainier Road – **Installation completed.**

- Forman Elementary School
  - (Hendrick Drive @ Timberline Drive) – Request for All-Way Stop; Study in progress
  - **Request for review of pick-up/drop-off operation impacts on Hendrick Drive - Principal to advise staff and parents where not to park before/after school hours.**
- Jackson Elementary: Request for No Parking signs, crosswalks, and removal of existing No Parking signs on streets abutting the school (Jackson Drive, Colchester Drive, Jomar Drive) – Review in progress.
- Jasper High School (Archgate Drive w/o Alcove Lane) - Request for *No Parking* zone; **Request approved; Ordinance under development.**
- McCall Elementary - Request to modify the time restriction for No Left Turn signs on Cloverhaven Way at the school driveway – Review in progress.
  - - Request for crosswalks across Cloverhaven Way – To be discussed at the next PISD safety meeting.
  - - Request to allow parking on Cloverhaven Way – Study in progress.
- Rice Middle School (Independence Parkway @ Russell Creek Drive)
  - Request to evaluate pick-up/drop-off operations. The principal is considering closing the internal circular drive, Review in progress.
  - Request to change time of adjacent No Parking zone. Review in progress

- Safe Streets Program (SSP)

- Belgium Drive – **Qualification study failed to meet minimum criteria**
- Harrisburg Lane/Sutherland Lane – **Petition process completed and heavy enforcement underway**
- Micarta Drive – **Permanent Plan balloting underway**
- Oklahoma Avenue – **Heavy enforcement underway**
- Old Orchard Drive - **Qualification study failed to meet minimum criteria**
- Robinson Road – Permanent Plan balloting **completed**
- Russell Creek Drive East of Independence Parkway – Permanent Plan balloting **completed**
- Scenic Drive – **Qualification study failed to meet minimum criteria**
- Woodburn Corners – **Petition process completed and heavy enforcement underway**

Participating neighborhoods active in the program

- Belgium Drive – Qualification study **failed to meet minimum criteria**
- Denham Way: Comment Forms received back from residents
- Harrisburg Lane from Custer Road to Sutherland Lane – Heavy enforcement continues.
- Merriman Drive neighborhood streets – Petition process pending.
- Micarta Drive – Permanent Plan balloting underway.
- Mission Ridge from Parker to Matterhorn (installation **completed**)
- Oklahoma Avenue – Heavy traffic enforcement continues.
- Old Orchard Drive - Qualification study **failed to meet minimum criteria**
- Old Pond Drive: : Permanent Plan Installation **completed**

- Pebble Vale Drive – Qualification study **failed to meet minimum criteria**
  - Robinson Road: Permanent Plan balloting **completed**
  - Royal Oaks Drive: Permanent Plan ballot packets to be mailed **5/09**
  - Russell Creek Drive (East of Independence Parkway): Permanent Plan balloting **completed**
  - Scenic Drive – **Qualification study failed to meet minimum criteria.**
  - Sutherland Lane (Scenic Drive to Homestead Lane) – Project combined with Harrisburg Lane Project
  - Teakwood Lane (Custer Road to Roundrock Trail) – Petition process pending
  - Wesson Drive (Savage Drive to Walters Drive) – Petition process pending
  - Woodburn Corners: Heavy enforcement continues
- 
- Long Range Planning:
    - Attended monthly DRMC, RTC, TAC, STTC, and ITE meetings



comprehensive monthly

# *finance report*

APRIL 2009



CITY OF PLANO

# ABOUT THIS REPORT

**T**he City of Plano Finance Department is dedicated to excellence in local government, comprehensive fiscal management, compliance and reporting. The Comprehensive Monthly Finance Report (CMFR) is a unique document, directed at providing our audience (internal and external users), with the general awareness of the City's financial positions and economic activity.

This report is comprised of five sections:

1. The **Financial Analysis** reports the performance of the major operating funds of the City. Narrative disclosures are used to highlight any significant changes or fluctuations.
- 1A. The **Financial Summary** provides comparative data for major revenue sources and expenditure items.
2. The **Economic Analysis** section contains a summary of the key economic indicators and an in-depth review with graphic illustrations.
3. The **Investment Report** provides a description of investment activity during the month and a summary of interest earnings.
4. The **Quarterly Hotel/Motel Report** provides a summary of Hotel/Motel tax collections during the previous fiscal quarter, as well as comparisons and analyses of tax receipts and occupancy data from the two fiscal years preceding.

We would like to acknowledge those responsible for this report: Steve Okunfulure for the Financial Summary, Brianna Alvarado and Myra Conklin for the Economic Analysis Report, Quarterly Hotel/Motel Report and the Investment Report.

The CMFR is intended to provide our audience with a timely, unique and informative document. Please provide us with any comments or suggestions you may have and should you desire additional information, feel free to contact my office.



Denise Tacke  
Director of Finance  
P.O. Box 860358  
Plano, TX 75006-0358  
972-941-7135

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# SECTION 1

## FINANCIAL ANALYSIS

City of Plano  
Comprehensive Monthly Finance Report



This report is designed for internal use and does not include all the funds and accounts included in the City of Plano's operations. For a complete report, refer to the City of Plano Comprehensive Annual Financial Report, available through the City's Finance Department.

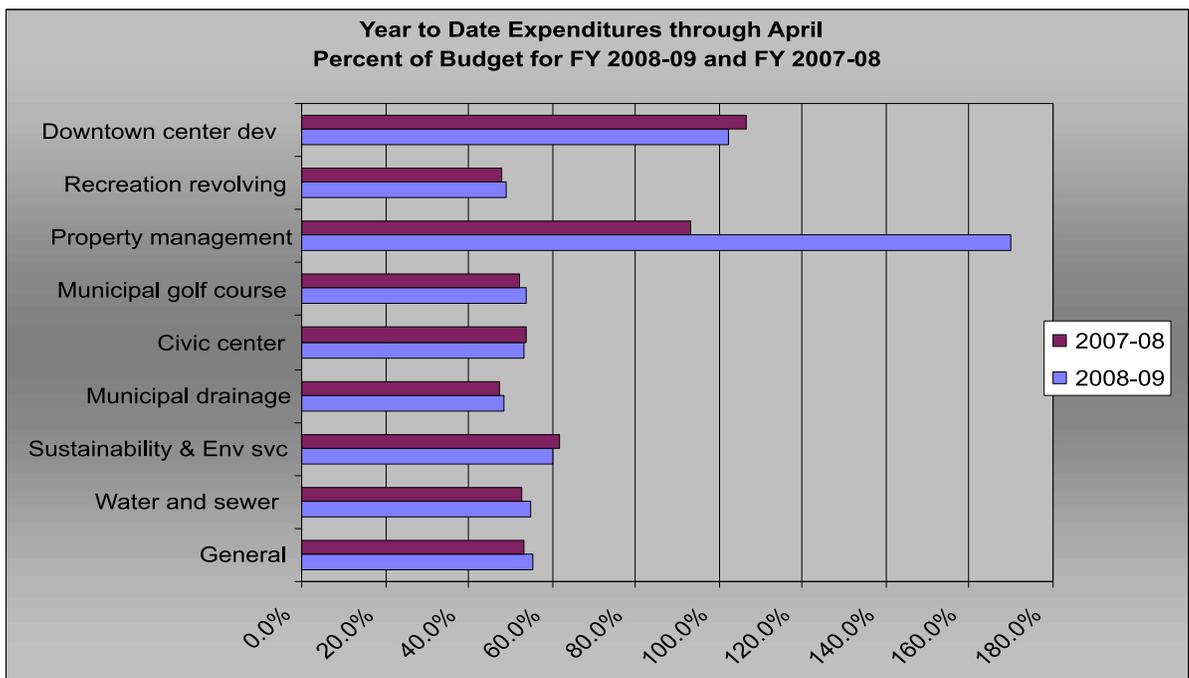
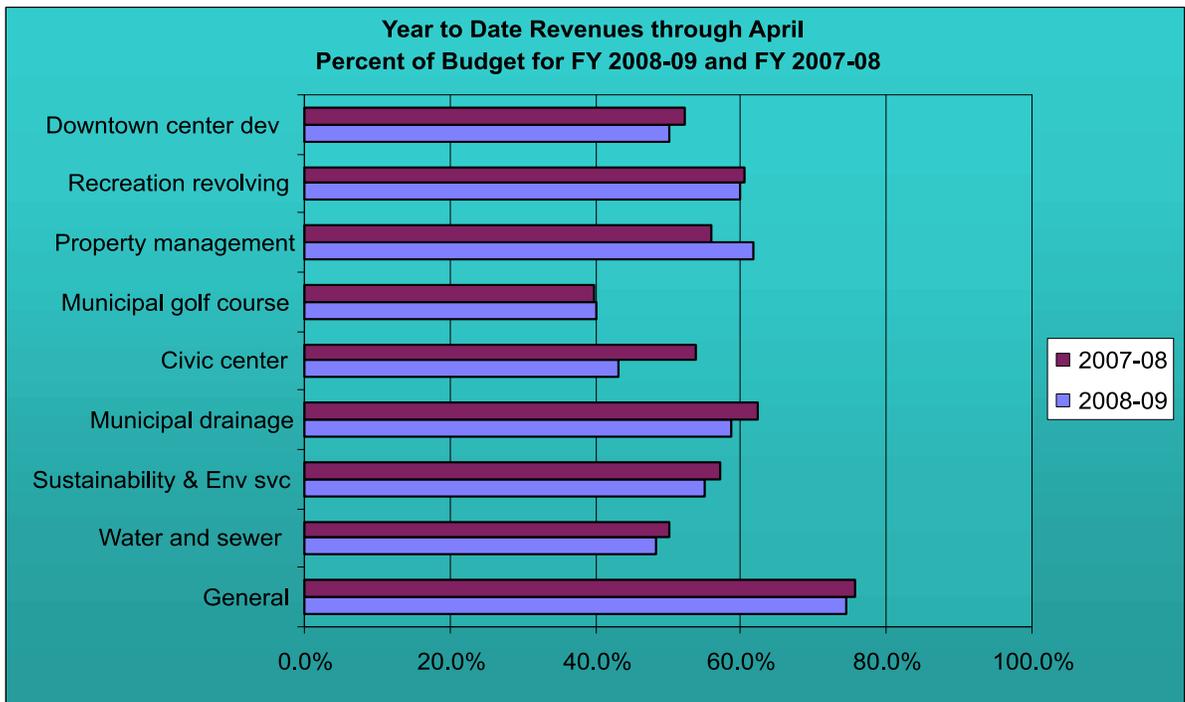
# REPORT NOTES APRIL, 2009

The information represented in this report provides a summary of the General Fund and Business-type revenues and expenses which offers readers an overview of the City of Plano's finances.

This section compares year to date activity in the current fiscal year to the same time period in prior year. Please note that beginning fund balances in all funds are subject to final audit adjustments.

The graphs below represent year to date revenues and expenses as a percent of budget comparing the current and prior fiscal years.

## HIGHLIGHTS OF GENERAL FUND VARIANCES



# REPORT NOTES CONTINUED

## APRIL, 2009

### FINANCIAL HIGHLIGHTS

#### GENERAL FUND VARIANCES

##### Revenues

- Ad valorem tax revenue increases over prior year of \$5,202,995 are primarily attributable to an increase in existing property values and new property coming on-line.
- Sales tax revenues decreased over prior year by \$2,470,682 as a result of the declining economy. When comparing the cash received in the months of April 2009 and April 2008, a decrease of 14.6% is noted in sales tax revenues.
- Gas franchise revenues increased over the prior year by \$958,119, as the result of a 1% increase in gross revenues by Atmos Energy.
- Electric franchise revenues are lower as compared to prior year by \$349,505 primarily due to a decrease in usage and milder weather.
- Telephone franchise fee revenues decreased \$238,101 in the current year due to a decrease in traditional land line phone service. The City does not collect franchise fees from digital and cellular users.
- Court fines and forfeitures increased year to date over the prior year in the amount of \$1,093,459 as a result of efforts by the Collections Unit, increased case filings, and a successful state-wide warrant round up.
- Due to an increase in the number of new permits and renewals and a yearly fee increase for both residential and business permits effective October 1, 2008, alarm permit revenues increased \$279,650 when compared to prior year.
- Revenues generated from issuance of building permits decreased over prior fiscal year by \$366,064 due to an overall decrease in new residential and commercial construction, alterations, remodels and interior finish outs.
- Ambulance service revenues increased \$153,926 as compared to the previous year due to timing of collections. However, downward trends are noted in patient collections and the volume of ambulance transports.
- Revenues received from Collin County Community College and the City of Allen for shared maintenance costs have increased \$85,819. Prior to September 2008, maintenance costs were accounted for in the Sproles Library Fund. Since that time, maintenance costs are absorbed in the General Fund.
- Parks and Recreation athletic field user fees decreased over prior year by \$57,222. This is primarily due to timing of payments made by youth and adult sports organizations.
- Engineering inspection revenues decreased \$157,527 as compared to the prior year. Several large private development projects are being withheld at this time due to the declining economy. Fewer and smaller projects are being released in the current year.
- Because of the slowing economy and increases in the fee structure, membership to recreation centers has declined. However, membership rate increases resulted in additional general membership revenues of \$70,213. Because they are based on the number of memberships, revenues allocated for equipment replacement decreased \$91,843.
- In the current fiscal year, General Fund departments received reimbursements of \$138,117 for insurance and damages related to accidents involving City fleet and equipment. This represents a decrease of \$91,851 as compared to the prior year.
- Interest income decreased \$935,358 due to a decline in the market.

##### Expenditures

- Personal services increased \$7,921,281 over the prior year primarily due to increases in salary and benefits costs. In addition, General Fund funding for the City's Section 115 Trust began in December 2008 and totaled \$2,183,085. The Trust is required by Governmental Accounting Standards Board Statement (GASB) No. 45, "Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions".

# REPORT NOTES CONTINUED

## APRIL, 2009

- Electric payment increases of \$609,589 are attributed to rate changes. Beginning in February 2009, the City's Aggregation Power Project Inc. rates decreased as a result of a new contract.
- Expenditures for interdepartmental water billings increased \$186,988 due to increased consumption as a result of less rainfall in the current fiscal year.
- Transfers to Technology Services increased over prior year by \$666,280 due to higher costs budgeted in the current year.
- General Fund departments experienced a decrease of \$1,265,774 in workers compensation claims and related administrative expenses. Effective in May of last year, these costs were absorbed in the Property Liability Loss Fund. Prior to May 2008, claims expenses were allocated to using departments.
- Municipal garage charges to maintain city fleet decreased by \$466,121. The decrease is attributable to lower fuel rates and implementation of new fuel conservation measures.
- Replacement charges for city rolling stock and equipment decreased over prior year by \$344,195 due to timing differences between when vehicles are received and placed into service.
- The Safe Streets Program experienced a decrease of \$88,733 due to rebidding of the contract in the latter portion of prior fiscal year. Due to supplier and staffing changes, installation delays have occurred.
- Expenditures and encumbrances for police training decreased \$92,167. Costs are incurred on an "as needed" basis.
- Storage cabinets to house microfilm at the libraries were purchased in the current year at a cost of \$84,604.

### BUSINESS-TYPE VARIANCES

#### Water and Sewer

- Water and sewer revenues increased over prior year by \$2,820,776 and \$2,036,054, respectively. Overall water consumption for the current year is up as compared to the same time period in the prior year. Sewer revenues are directly related to water consumption and therefore increased as well. Expenses and encumbrances for maintenance parts for automated meter readers increased over prior year. \$421,447 was spent in the prior fiscal year and \$2,010,418 in the current year. The encumbered balance at April 30 is \$257,635. Water meter purchases are higher than prior year by \$278,481. A new program began in the current fiscal year and will continue over the next several years to replace water meters and AMR devices. Contractual payments to North Texas Municipal Water District (NTMWD) for wastewater and pre-treatment services and water usage increased by \$2,199,889 and \$1,337,676, respectively. Personal services costs increased \$481,445 due to increased salary and benefit related costs as well as funding of the City's 115 Trust of \$201,555. Furthermore, an additional pay period occurred in the current year.

#### Sustainability & Environmental Services

- Commercial franchise fee revenues, which are based upon commercial tonnage disposed, increased \$114,544 due to the timing of collections. Residential solid waste revenues are \$584,116 higher than the prior year primarily due to a \$1.25 rate increase for use of 95-gallon carts. Recycling revenues are down \$570,473 as a result of a decline in the recycling market. Compost revenues are higher by \$185,664 primarily due to an increase in the volume of products sold. The Sustainability and Environmental Services Department received reimbursements of \$106,498 in insurance and damage receipts for City fleet being involved in accidents. Tipping fees decreased \$98,112 as a result of a severe storm occurring in April of last year and a decision not to accept treated lumber which affected compost product. Expenses and encumbrances increased over prior year by \$569,873. Personal services costs increased \$480,172 due to increased salary and benefit related costs as well as funding of the City's 115 Trust of \$121,770. Furthermore, an additional pay period occurred in the current year. Contractual payments to NTMWD increased \$519,258 over prior year. The contract with Otto Container Management has increased over prior year by \$118,300 primarily due to timing issues. A new John Deere front end loader was added to the Compost Operations department in the prior year costing \$290,242. Municipal garage charges to maintain city fleet decreased over prior year by \$137,023 primarily attributed to lower fuel rates. Additionally, new

# REPORT NOTES CONTINUED

## APRIL, 2009

procedures are in place addressing fuel conservation measures. Sustainability and Environmental Services departments experienced a decrease of \$223,938 in workers compensation claims and related administrative expenses. Beginning May of last fiscal year, these costs were absorbed in the Property Liability Loss Fund, whereas prior to May 2008, claims expenses were allocated to using departments.

### Municipal Drainage

- Interest income decreased \$81,252 due to a decline in the market. Personal services increased \$129,040 over the prior year due to increased salary and benefit related costs and the addition of a position. An additional pay period also occurred in the current year. Of the benefit cost increase, year to date funding for the City's Section 115 Trust is \$25,920. Reimbursements to the Water and Sewer fund increased \$21,939 for shared salary costs of a Water Education and Services Supervisor. Costs for mowing services decreased \$57,701 because recent rainfall caused services to be delayed.

### Civic Center

- Hotel/motel tax revenues decreased \$193,647 primarily due to an increase in hotel/motel tax exemptions, decline in travel due to the economy, and timing of collections received. Inside catering revenues are down \$175,752 from the prior year. Due to a customer's decision to cancel its annual conference, Plano Centre lost a top revenue-producing event this current fiscal year. Revenue generated from this event last year was approximately \$85,000. Overall, catering and equipment revenues are down as a result of decreased corporate spending in response to the downturn in the economy. Interest income decreased \$72,874 as compared to prior year due to a decline in the market. Expenses and encumbrances increased \$286,516 compared to prior year. Personal services increased \$159,382 due to increased salary and benefit related costs. Of this salary increase, temporary employee costs decreased \$37,369. Also, an additional pay period occurred in the current year. Costs of building design services spent and encumbered to expand the Plano Centre in the current fiscal year are \$179,592. Services have been rendered in the current year to provide a convention hotel and conference center feasibility and market study of which \$79,462 has been paid to an outside firm to conduct the study. The Plano Convention & Tourism department has contracted services to assist in promotional efforts of area events and activities in the current year for \$48,000. Costs associated with remodel work in the restrooms at Plano Centre are \$75,236. Costs totaling \$197,764 were incurred in the prior year for work on expanding the parking lot at Plano Centre. Funds spent in the prior year for a replacement phone system cost \$71,582.

### Golf Course

- Golf revenues are down \$10,165 as compared to prior year primarily due to rainfall. Personal services increased \$11,428 over prior year due to funding for the City's Section 115 Trust of \$8,100.

### Recreation Revolving

- Revenues for recreational classes increased over prior year by \$66,871. Because the Tom Muehlenbeck Center opened in November 2007 an additional month of revenue has been collected from that facility in the current year. Additionally, program participation increased at the Center. Costs for temporary employees increased over prior year by \$71,933 primarily as a result of increased swim programs at the Tom Muehlenbeck Center.

### Property Management

- Rental revenues are down \$11,928 due to Downtown South tenants moving to other properties. Expenses and encumbrances decreased over prior year by \$11,437. Appraisal services rendered in prior year cost \$3,800 pertaining to Downtown Center South. Contractual services decreased \$6,000 due to a prior year review of a facility located at 925 East 15th Street to evaluate improvements.



# SECTION 1A

## FINANCIAL SUMMARY

City of Plano  
Comprehensive Monthly Finance Report



MONTHLY FINANCIAL SUMMARY REPORT  
THROUGH APRIL 30 OF FISCAL YEARS 2009, 2008, AND 2007  
GENERAL FUND

	<b>Fiscal Year</b>	<b>Annual Budget</b>	<b>7 Months Actual</b>	<b>Actual/ Budget</b>	<b>Performance Index</b>
<b>REVENUES:</b>					
<b>Ad valorem tax</b>	2009	\$ 83,068,770	80,929,813	97.4%	167.01
	2008	77,466,721	75,726,818	97.8%	167.58
	2007	69,461,175	67,996,880	97.9%	167.81
<b>Sales tax</b>	2009	57,417,708	34,609,982	60.3%	103.33
	2008	61,181,328	37,080,664	60.6%	103.90
	2007	57,606,179	37,440,534	65.0%	111.42
<b>Other revenue</b>	2009	52,721,887	28,548,554	54.1%	92.83
	2008	48,068,964	28,366,430	59.0%	101.16
	2007	<u>46,258,634</u>	<u>28,166,667</u>	60.9%	104.38
<b>TOTAL REVENUE</b>	2009	193,208,365	144,088,349	74.6%	127.85
	2008	186,717,013	141,173,912	75.6%	129.61
	2007	<u>173,325,988</u>	<u>133,604,081</u>	77.1%	132.14
<b>EXPENDITURES &amp; ENCUMBRANCES:</b>					
<b>Current operating</b>	2009	\$ 201,136,043	111,459,669	55.4%	95.00
	2008	199,162,227	105,161,116	52.8%	90.52
	2007	188,783,677	99,345,989	52.6%	90.21
<b>Capital outlay</b>	2009	2,505,307	1,633,039	65.2%	111.74
	2008	2,254,500	1,609,801	71.4%	122.41
	2007	<u>1,465,905</u>	<u>2,885,836</u>	196.9%	337.48
<b>Total expenditures and encumbrances</b>	2009	203,641,350	113,092,708	55.5%	95.20
	2008	201,416,727	106,770,917	53.0%	90.87
	2007	<u>190,249,582</u>	<u>102,231,825</u>	53.7%	92.12
<b>Excess (deficiency) of revenues over (under) expenditures</b>	2009	(10,432,985)	30,995,641	-	-
	2008	(14,699,714)	34,402,995	-	-
	2007	(16,923,594)	31,372,256	-	-
<b>OTHER FINANCING SOURCES (USES)</b>					
<b>Transfers in</b>	2009	17,634,574	12,327,813	69.9%	119.84
	2008	16,609,119	9,688,653	58.3%	100.00
	2007	16,396,879	9,564,846	58.3%	100.00
<b>Transfers out</b>	2009	(19,678,201)	(11,726,165)	59.6%	102.15
	2008	(21,947,400)	(13,486,508)	61.4%	105.34
	2007	<u>(21,055,472)</u>	<u>(14,422,549)</u>	68.5%	117.42
<b>NET CHANGE IN FUND BALANCES</b>	2009	(12,476,612)	31,597,289		
	2008	(20,037,995)	30,605,140		
	2007	(21,582,187)	26,514,553		
<b>FUND BALANCES-BEGINNING</b>	2009		44,741,546		
	2008		45,683,660		
	2007		<u>48,804,662</u>		
<b>FUND BALANCES-ENDING APRIL 30</b>	2009		76,338,835		
	2008		76,288,800		
	2007		<u>75,319,215</u>		

MONTHLY FINANCIAL SUMMARY REPORT  
 THROUGH APRIL 30 OF FISCAL YEARS 2009, 2008, AND 2007  
 WATER AND SEWER FUND

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>7 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
<b>REVENUES:</b>					
<b>Water and sewer revenue</b>	2009	\$ 110,225,529	53,040,052	48.1%	82.49
	2008	96,339,563	48,200,044	50.0%	85.77
	2007	93,433,871	43,576,883	46.6%	79.95
<b>Other fees and service charges</b>	2009	2,572,861	1,445,913	56.2%	96.34
	2008	2,693,389	1,321,049	49.0%	84.08
	2007	<u>2,556,353</u>	<u>1,351,364</u>	52.9%	90.62
<b>TOTAL REVENUE</b>	2009	112,798,390	54,485,965	48.3%	82.81
	2008	99,032,952	49,521,093	50.0%	85.72
	2007	<u>95,990,224</u>	<u>44,928,247</u>	46.8%	80.24
<b>EXPENSES &amp; ENCUMBRANCES:</b>					
<b>Capital outlay</b>	2009	-	79,847	-	-
	2008	1,245,000	186,492	15.0%	25.68
	2007	80,000	149,863	187.3%	321.14
<b>Other expenses &amp; encumbrances</b>	2009	75,009,576	41,224,830	55.0%	94.22
	2008	66,173,780	35,241,296	53.3%	91.30
	2007	<u>63,809,634</u>	<u>34,530,550</u>	54.1%	92.77
<b>Total expenses and encumbrances</b>	2009	75,009,576	41,304,677	55.1%	94.40
	2008	67,418,780	35,427,788	52.5%	90.08
	2007	<u>63,889,634</u>	<u>34,680,413</u>	54.3%	93.05
<b>Excess (deficiency) of revenues over (under) expenses</b>	2009	37,788,814	13,181,288	-	-
	2008	31,614,172	14,093,305	-	-
	2007	32,100,590	10,247,834	-	-
<b>TRANSFERS IN (OUT)</b>					
<b>Transfers in</b>	2009	-	-	-	-
	2008	254,530	148,476	58.3%	100.00
	2007	267,877	156,262	58.3%	100.00
<b>Transfers out</b>	2009	(34,349,069)	(20,036,957)	58.3%	100.00
	2008	(30,888,665)	(18,018,388)	58.3%	100.00
	2007	<u>(30,207,670)</u>	<u>(17,536,576)</u>	58.1%	99.52
<b>CHANGE IN NET ASSETS</b>	2009	\$ 3,439,745	(6,855,669)		
	2008	980,037	(3,776,607)		
	2007	2,160,797	(7,132,480)		
<b>TOTAL NET ASSETS-BEGINNING</b>	2009		321,538,734		
	2008		315,705,835		
	2007		<u>324,870,706</u>		
<b>TOTAL NET ASSETS-ENDING APRIL 30</b>	2009		314,683,065		
	2008		311,929,228		
	2007		<u>317,738,226</u>		

MONTHLY FINANCIAL SUMMARY REPORT  
 THROUGH APRIL 30 OF FISCAL YEARS 2009, 2008, AND 2007  
 SUSTAINABILITY AND ENVIRONMENTAL SERVICES FUND

	<b>Fiscal Year</b>	<b>Annual Budget</b>	<b>7 Months Actual</b>	<b>Actual/ Budget</b>	<b>Performance Index</b>
<b>REVENUES:</b>					
<b>Commerical solid waste franchise</b>	2009	\$ 6,496,731	3,672,448	56.5%	96.90
	2008	6,351,573	3,557,904	56.0%	96.03
	2007	5,900,620	3,390,703	57.5%	98.51
<b>Refuse collection revenue</b>	2009	13,316,939	7,400,905	55.6%	95.27
	2008	12,272,746	7,381,016	60.1%	103.10
	2007	12,077,759	6,975,840	57.8%	99.01
<b>Other fees and service charges</b>	2009	2,502,911	1,221,438	48.8%	83.66
	2008	2,100,592	877,361	41.8%	71.60
	2007	1,545,269	620,726	40.2%	68.86
<b>TOTAL REVENUE</b>	2009	22,316,581	12,294,791	55.1%	94.44
	2008	20,724,911	11,816,281	57.0%	97.74
	2007	19,523,648	10,987,269	56.3%	96.47
<b>EXPENSES &amp; ENCUMBRANCES:</b>					
<b>Capital outlay</b>	2009	256,170	191,105	74.6%	127.89
	2008	141,500	348,791	246.5%	422.56
	2007	312,000	22,965	7.4%	12.62
<b>Other expenses &amp; encumbrances</b>	2009	21,440,299	12,846,106	59.9%	102.71
	2008	19,969,352	12,118,547	60.7%	104.03
	2007	18,531,094	11,102,315	59.9%	102.71
<b>Total expenses and encumbrances</b>	2009	21,696,469	13,037,211	60.1%	103.01
	2008	20,110,852	12,467,338	62.0%	106.27
	2007	18,843,094	11,125,280	59.0%	101.21
<b>Excess (deficiency) of revenues over (under) expenses</b>	2009	620,112	(742,420)	-	-
	2008	614,059	(651,057)	-	-
	2007	680,554	(138,011)	-	-
<b>TRANSFERS IN (OUT)</b>					
<b>Transfers in</b>	2009	100,000	58,333	58.3%	100.00
	2008	100,000	58,333	58.3%	100.00
	2007	84,758	49,442	58.3%	100.00
<b>Transfers out</b>	2009	(1,223,535)	(640,900)	52.4%	89.80
	2008	(1,174,818)	(685,311)	58.3%	100.00
	2007	(1,205,184)	(645,647)	53.6%	91.84
<b>CHANGE IN NET ASSETS</b>	2009	\$ (503,423)	(1,324,987)		
	2008	(460,759)	(1,278,035)		
	2007	(439,872)	(734,216)		
<b>TOTAL NET ASSETS-BEGINNING</b>	2009		1,690,291		
	2008		2,308,223		
	2007		1,759,463		
<b>TOTAL NET ASSETS-ENDING APRIL 30</b>	2009		365,304		
	2008		1,030,188		
	2007		1,025,247		

MONTHLY FINANCIAL SUMMARY REPORT  
 THROUGH APRIL 30 OF FISCAL YEARS 2009, 2008, AND 2007  
 MUNICIPAL DRAINAGE FUND

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>7 Months Actual</u>	<u>Actual/Budget</u>	<u>Performance Index</u>
<b>REVENUES:</b>					
<b>Fees and service charges</b>	2009	\$ 4,928,110	2,935,312	59.6%	102.11
	2008	4,723,698	2,904,420	61.5%	105.40
	2007	4,700,197	2,851,688	60.7%	104.01
<b>Miscellaneous revenue</b>	2009	150,000	43,377	28.9%	49.57
	2008	125,000	122,088	97.7%	167.43
	2007	108,500	117,959	108.7%	186.37
<b>TOTAL REVENUE</b>	2009	5,078,110	2,978,689	58.7%	100.56
	2008	4,848,698	3,026,508	62.4%	107.00
	2007	4,808,697	2,969,647	61.8%	105.87
<b>EXPENSES &amp; ENCUMBRANCES:</b>					
<b>Capital outlay</b>	2009	-	-	-	-
	2008	-	-	-	-
	2007	28,000	25,147	89.8%	153.96
<b>Other expenses &amp; encumbrances</b>	2009	2,803,503	1,358,064	48.4%	83.04
	2008	2,579,209	1,222,265	47.4%	81.24
	2007	2,681,621	1,252,295	46.7%	80.06
<b>Total expenses and encumbrances</b>	2009	2,803,503	1,358,064	48.4%	83.04
	2008	2,579,209	1,222,265	47.4%	81.24
	2007	2,709,621	1,277,442	47.1%	80.82
<b>Excess (deficiency) of revenues over (under) expenses</b>	2009	2,274,607	1,620,625	-	-
	2008	2,269,489	1,804,243	-	-
	2007	2,099,076	1,692,205	-	-
<b>TRANSFERS OUT</b>					
<b>Operating transfers out</b>	2009	(2,867,538)	(1,672,731)	58.3%	100.00
	2008	(2,710,706)	(1,581,245)	58.3%	100.00
	2007	(2,558,951)	(1,492,721)	58.3%	100.00
<b>CHANGE IN NET ASSETS</b>					
	2009	(592,931)	(52,106)		
	2008	(441,217)	222,998		
	2007	(459,875)	199,484		
<b>TOTAL NET ASSETS-BEGINNING</b>					
	2009		21,003,753		
	2008		21,105,863		
	2007		20,753,610		
<b>TOTAL NET ASSETS-ENDING APRIL 30</b>					
	2009		20,951,647		
	2008		21,328,861		
	2007		20,953,094		

MONTHLY FINANCIAL SUMMARY REPORT  
 THROUGH APRIL 30 OF FISCAL YEARS 2009, 2008, AND 2007  
 NON-MAJOR BUSINESS TYPE FUNDS

	<b>Fiscal Year</b>	<b>Annual Budget</b>	<b>7 Months Actual</b>	<b>Actual/ Budget</b>	<b>Performance Index</b>
<b>REVENUES:</b>					
Hotel/motel tax	2009	\$ 4,964,601	2,002,301	40.3%	69.14
	2008	4,518,066	2,195,948	48.6%	83.32
	2007	4,008,677	2,163,785	54.0%	92.53
Other revenue	2009	6,974,294	3,666,581	52.6%	90.12
	2008	6,695,120	3,907,188	58.4%	100.04
	2007	6,325,693	3,455,609	54.6%	93.65
<b>TOTAL REVENUE</b>	2009	11,938,895	5,668,882	47.5%	81.40
	2008	11,213,186	6,103,136	54.4%	93.31
	2007	10,334,370	5,619,394	54.4%	93.22
<b>EXPENSES &amp; ENCUMBRANCES:</b>					
Capital outlay	2009	-	75,236	-	-
	2008	80,500	99,462	123.6%	211.81
	2007	51,500	445	0.9%	1.48
Other expenses & encumbrances	2009	12,550,538	6,500,402	51.8%	88.79
	2008	11,659,342	6,069,887	52.1%	89.25
	2007	10,469,418	5,023,719	48.0%	82.26
<b>Total expenses and encumbrances</b>	2009	12,550,538	6,575,638	52.4%	89.82
	2008	11,739,842	6,169,349	52.6%	90.09
	2007	10,520,918	5,024,164	47.8%	81.86
<b>Excess (deficiency) of Revenues over (under) expenses</b>	2009	(611,643)	(906,756)	-	-
	2008	(526,656)	(66,213)	-	-
	2007	(186,548)	595,230	-	=
<b>TRANSFERS OUT:</b>					
Operating transfers out	2009	(1,444,860)	(842,836)	58.3%	100.00
	2008	(1,120,300)	(653,509)	58.3%	100.00
	2007	(670,016)	(391,036)	58.4%	100.05
<b>CHANGE IN NET ASSETS</b>					
	2009	(2,056,503)	(1,749,592)		
	2008	(1,646,956)	(719,722)		
	2007	(856,564)	204,194		
<b>TOTAL NET ASSETS-BEGINNING</b>					
	2009		13,062,762		
	2008		13,467,830		
	2007		12,925,456		
<b>TOTAL NET ASSETS-ENDING APRIL 30</b>					
	2009		11,313,170		
	2008		12,748,108		
	2007		13,129,650		

MONTHLY FINANCIAL SUMMARY REPORT  
 THROUGH APRIL 30 OF FISCAL YEARS 2009, 2008, AND 2007  
 ECONOMIC DEVELOPMENT FUND

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>7 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
<b>REVENUES:</b>					
Miscellaneous revenue	2009	\$ 310,000	124,112	40.0%	68.63
	2008	185,000	258,429	139.7%	239.47
	2007	-	139,259	-	-
<b>EXPENSES &amp; ENCUMBRANCES</b>					
Personal services	2009	559,469	329,827	59.0%	101.06
	2008	550,728	290,367	52.7%	90.38
	2007	528,912	288,530	54.6%	93.52
Materials and supplies	2009	23,452	6,475	27.6%	47.33
	2008	23,500	16,799	71.5%	122.55
	2007	26,000	27,129	104.3%	178.87
Contractual / professional and other	2009	5,485,693	2,514,158	45.8%	78.57
	2008	6,275,424	1,081,200	17.2%	29.54
	2007	6,275,727	167,843	2.7%	4.58
Capital outlay	2009	-	-	-	-
	2008	-	-	-	-
	2007	-	6,599	-	-
Total Expenses and Encumbrances	2009	6,068,614	2,850,460	47.0%	80.52
	2008	6,849,652	1,388,366	20.3%	34.75
	2007	6,830,639	490,101	7.2%	12.30
Excess (Deficiency) of Revenues Over (Under) Expenses	2009	(5,758,614)	(2,726,348)	-	-
	2008	(6,664,652)	(1,129,937)	-	-
	2007	(6,830,639)	(350,842)	-	-
<b>TRANSFERS IN</b>					
Operating transfers in	2009	6,068,614	3,540,025	58.3%	100.00
	2008	6,849,652	3,995,630	58.3%	100.00
	2007	6,830,639	6,484,539	94.9%	162.74
<b>CHANGE IN NET ASSETS</b>					
	2009	310,000	813,677		
	2008	185,000	2,865,693		
	2007	-	6,133,697		
<b>TOTAL NET ASSETS-BEGINNING</b>					
	2009		12,255,577		
	2008		6,940,876		
	2007		1,029,866		
<b>TOTAL NET ASSETS-ENDING APRIL 30</b>					
	2009		13,069,254		
	2008		9,806,569		
	2007		7,163,563		

EQUITY IN TREASURY POOL  
APRIL 2009

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 4/30/09	TOTAL 10/1/08	TOTAL 4/30/08
<b>GENERAL FUND:</b>						
01	General	\$ 25,718	65,426,763	65,452,481	41,392,079	70,809,437
77	Payroll	-	3,596,107	3,596,107	1,949,394	1,949,480
24	City Store	-	-	-	9,800	9,640
		25,718	69,022,870	69,048,588	43,351,273	72,768,557
<b>DEBT SERVICE FUND:</b>						
03	G.O. Debt Service	-	32,964,832	32,964,832	5,484,247	34,940,770
		-	32,964,832	32,964,832	5,484,247	34,940,770
<b>CAPITAL PROJECTS:</b>						
22	Recreation Center Facilities	-	584,993	584,993	579,235	538,095
23	Street Enhancement	-	1,645,375	1,645,375	1,629,181	1,550,867
25	1991 Police & Courts Facility	-	1,155,557	1,155,557	1,260,384	1,701,170
27	1991 Library Facility	-	873,049	873,049	864,457	654,538
28	1991 Fire Facility	-	2,298,874	2,298,874	2,276,248	1,999,450
29	Technology Improvements	-	868,089	868,089	745,789	258,788
31	Municipal Facilities	-	446,723	446,723	440,760	428,051
32	Park Improvements	-	6,333,566	6,333,566	5,734,853	4,833,328
33	Street & Drainage Improvement	-	7,434,097	7,434,097	4,778,540	4,017,672
35	Capital Reserve	-	36,801,592	36,801,592	39,462,781	39,835,757
38	DART L.A.P.	-	768,268	768,268	760,707	752,977
39	Spring Creekwalk	-	23,649	23,649	23,416	23,178
52	Park Service Areas	-	5,597,426	5,597,426	5,803,569	5,767,266
53	Creative & Performing Arts	-	2,206,495	2,206,495	2,184,778	2,066,572
54	Animal Control Facilities	-	339,375	339,375	336,035	256,471
59	Service Center	-	131,936	131,936	130,638	129,310
60	Joint Use Facilities	-	634,572	634,572	628,326	589,031
85	Public Arts	-	117,614	117,614	116,457	141,295
110	G.O. Bond Clearing - 1999	-	325,010	325,010	342,544	378,656
190	G.O. Bond Clearing - 2000	-	3,658,881	3,658,881	3,640,760	3,745,883
230	Tax Notes Clearing - 2001	-	1,112,578	1,112,578	1,342,586	1,389,616
240	G.O. Bond Clearing - 2001-A	-	183,998	183,998	182,187	187,447
250	Tax Notes Clearing - 2001-A	-	59,922	59,922	158,395	162,969
270	G.O. Bond Refund/Clearing - 2003	-	124,034	124,034	136,843	736,774
310	G.O. Bond Refund/Clearing - 2005	-	-	-	-	1,028,874
093	G.O. Bond Clearing - 2006	-	-	-	-	462,635
089	C.O. Bond Clearing - 2006	-	154,206	154,206	268,914	341,144
102	G.O. Bond Clearing - 2007	-	1,511,344	1,511,344	9,664,026	15,610,376
105	Tax Notes Clearing - 2007	-	523	523	555,411	6,730,467
082	G.O. Bond Clearing - 2008	-	20,618,413	20,618,413	34,778,209	41,483,037
083	Tax Notes Clearing - 2008	-	13,468,843	13,468,843	17,207,111	17,359,772
106	G.O. Bond Clearing - 2009	-	23,195,559	23,195,559	-	-
150	Tax Notes Clearing - 2009	-	6,418,182	6,418,182	-	-
		-	139,092,743	139,092,743	136,033,140	155,161,466
<b>ENTERPRISE FUNDS:</b>						
26	Municipal Drainage CIP	-	283,815	283,815	281,022	267,930
34	Sewer CIP	-	9,563,997	9,563,997	8,134,307	6,864,741
36	Water CIP	-	5,306,286	5,306,286	5,531,294	5,570,693
37	Downtown Center Development	-	126,756	126,756	119,257	104,308
41	Water & Sewer - Operating	477,052	(6,119,789)	(5,642,737)	3,227,451	(7,592,271)
42	Water & Sewer - Debt Service	-	1,378,249	1,378,249	207,060	1,746,083
43	Municipal Drainage - Debt Service	-	4,255,536	4,255,536	3,288,284	3,777,716
44	W & S Impact Fees Clearing	-	3,917,414	3,917,414	3,292,773	3,028,729
45	Sustainability & Environmental Services	34,309	(640,926)	(606,617)	770,016	(103,514)
46	Convention & Tourism	4,310	3,024,769	3,029,079	4,248,434	3,831,976
81	Friends of Plano Centre	-	3,931	3,931	3,892	3,853
47	Municipal Drainage	10,699	4,302,360	4,313,059	4,346,876	4,469,979
48	Municipal Golf Course	-	(12,836)	(12,836)	138,945	46,596
49	Property Management	-	462,780	462,780	439,513	420,373
51	Recreation Revolving	350	1,095,807	1,096,157	1,411,929	1,093,816
104	Municipal Drain Bond Clearing-1996	-	-	-	179,811	177,983
320	Municipal Drain Rev Bond Clearing - 2005	-	-	-	152,416	304,672
094	Municipal Drain Rev Bond Clearing - 2006	-	-	-	163,758	946,392
330	Municipal Drain Rev Bond Clearing - 2007	-	1,802,575	1,802,575	2,604,212	2,998,397
340	Municipal Drain Rev Bond Clearing - 2008	-	2,111,492	2,111,492	2,090,710	2,069,466
107	Municipal Drain Rev Bond Clearing - 2009	-	1,796,852	1,796,852	-	-
		526,720	32,659,068	33,185,788	40,631,960	30,027,918

EQUITY IN TREASURY POOL  
APRIL 2009

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 4/30/09	TOTAL 10/1/08	TOTAL 4/30/08
<b>SPECIAL REVENUE FUNDS:</b>						
2	Sproles Library	-	185,316	185,316	184,786	332,731
4	TIF-Mall	-	4,526,434	4,526,434	-	1,493,932
5	TIF-East Side	-	6,695,691	6,695,691	6,002,395	4,255,425
11	LLEBG-Police Grant	-	40,641	40,641	25,970	101,100
12	Criminal Investigation	-	1,169,192	1,169,192	988,895	992,526
13	Grant	95	(443,102)	(443,007)	(68,916)	(255,404)
14	Wireline Fees	-	9,584,419	9,584,419	398,768	341,910
15	Judicial Efficiency	-	120,200	120,200	118,125	123,462
16	Industrial	-	18,172	18,172	17,993	17,810
17	Intergovernmental	-	380,407	380,407	370,126	602,671
18	Government Access/CATV	-	404,234	404,234	430,794	673,266
19	Teen Court Program	-	50,776	50,776	45,649	46,365
20	Municipal Courts Technology	-	1,649,632	1,649,632	1,537,733	1,489,569
55	Municipal Court-Building Security Fees	-	1,245,812	1,245,812	1,327,658	1,291,145
56	911 Reserve Fund	-	6,777	6,777	8,461,787	7,925,804
57	State Library Grants	-	50,721	50,721	(53,409)	(48,132)
67	Disaster Relief	-	1,198,367	1,198,367	1,088,243	1,174,119
68	Animal Shelter Donations	-	218,127	218,127	179,916	155,107
73	Memorial Library	-	381,626	381,626	377,874	272,070
86	Juvenile Case Manager	-	193,111	193,111	167,328	148,718
87	Traffic Safety	-	1,820,621	1,820,621	1,212,502	903,734
88	Child Safety	-	1,021,691	1,021,691	826,922	877,512
		95	30,518,865	30,518,960	23,641,139	22,915,440
<b>INTERNAL SERVICE FUNDS:</b>						
6	Public Safety Technology	-	1,977,946	1,977,946	1,717,520	1,639,396
9	Technology Infrastructure	-	(8,930)	(8,930)	(107,905)	4,205,050
58	PC Replacement	-	1,963,175	1,963,175	2,024,127	1,779,863
61	Equipment Maintenance	200	448,298	448,498	(4,200,912)	(5,006,306)
62	Information Technology	-	4,116,905	4,116,905	3,260,847	(617,954)
63	Office Services	125	6,453	6,578	(276,904)	(306,560)
64	Warehouse	100	10,595	10,695	237,638	282,465
65	Property/Liability Loss	-	4,124,770	4,124,770	5,624,465	8,723,869
66	Technology Services	-	6,484,484	6,484,484	12,786,423	11,574,929
71	Equipment Replacement	-	13,104,536	13,104,536	10,279,459	14,278,283
78	Health Claims	-	8,922,252	8,922,252	7,943,436	15,144,219
79	Parkway Service Ctr. Expansion	-	(28,467)	(28,467)	(28,187)	(29,000)
		425	41,122,017	41,122,442	39,260,007	51,668,254
<b>FIDUCIARY FUNDS:</b>						
7	Unclaimed Property	-	58,037	58,037	56,701	56,125
8	Library Training Lab	-	6,737	6,737	5,516	3,840
69	Collin County Seized Assets	-	321,154	321,154	262,791	281,144
74	Developers' Escrow	-	3,544,927	3,544,927	4,184,550	4,193,561
75	Plano Economic Development Trust	-	589,379	589,379	683,273	676,330
76	Economic Development	200	12,656,246	12,656,446	11,727,330	9,782,517
84	Rebate	-	1,490,439	1,490,439	1,016,829	1,056,829
		200	18,666,919	18,667,119	17,936,990	16,050,346
<b>TOTAL</b>		\$ 553,158	364,047,314	364,600,472	306,338,756	383,532,751
		<b>CASH</b>	<b>TRUST INVESTMENTS</b>	<b>TOTAL 4/30/09</b>	<b>TOTAL 10/1/08</b>	<b>TOTAL 4/30/08</b>
<b>TRUST FUNDS</b>						
72	Retirement Security Plan	-	61,611,854	61,611,854	61,611,854	70,007,492
91	115 Trust	-	22,931,355	22,931,355	21,299,133	15,500,000
<b>TOTAL TRUST FUNDS</b>		\$ -	84,543,209	84,543,209	82,910,987	85,507,492

A Treasury Pool fund has been created for the purpose of consolidating cash and investments. All City funds not restricted or held in trust are included in this consolidated fund. Each fund's "Equity in Treasury Pool" represents the fund's proportionate share of the Treasury Pool Fund. At April 30, 2009 the Treasury Pool, including an adjustment to Fair Value as required by GASB 31, consisted of the following:

Cash	16,607,190
Local Government Investment Pool	55,130,930
Texas Daily	118,185,607
Federal Securities	96,318,336
Certificates of Deposit	76,737,000
Fair Value Adjustment	333,706
Interest Receivable	734,545
	<u>364,047,314</u>

# HEALTH CLAIMS FUND THROUGH APRIL 30 OF FISCAL YEARS 2009 AND 2008

	Quarterly			Quarterly			1 month			Year to Date		
	FY 08-09 October- December	FY 07-08 October- December	Variance Favorable (Unfavorable)	FY 08-09 January- March	FY 07-08 January- March	Variance Favorable (Unfavorable)	FY 08-09 April	FY 07-08 April	Variance Favorable (Unfavorable)	FY 08-09 Total	FY 07-08 Total	Variance Favorable (Unfavorable)
<b>Health Claims Fund</b>												
<b>Revenues</b>												
Employees Health Ins. Contributions	\$ 766,668	\$ 643,210	123,458	\$ 795,826	\$ 756,421	39,405	\$ 266,195	\$ 252,087	14,108	\$ 1,828,689	\$ 1,651,718	176,971
Employers Health Ins. Contributions	4,661,176	5,033,112	(371,936)	4,817,677	4,626,659	191,018	1,774,233	1,557,012	217,221	11,253,086	11,216,783	36,303
Contributions for Retirees	185,020	153,827	31,193	186,985	200,044	(13,059)	61,865	77,313	(15,448)	433,870	431,184	2,686
Cobra Insurance Receipts	19,278	13,295	5,983	4,667	19,237	(14,570)	3,137	2,730	407	27,082	35,262	(8,180)
Retiree Insurance Receipts	120,925	115,901	5,024	152,503	117,479	35,024	47,731	40,007	7,724	321,159	273,387	47,772
Employer Contribution-OPEB	556,200	-	556,200	1,655,775	-	1,655,775	547,830	-	547,830	2,759,805	-	2,759,805
Interest	41,306	410,264	(368,958)	25,406	309,228	(283,822)	13,116	38,775	(25,659)	79,828	758,267	(678,439)
<b>Total Revenues</b>	<b>6,350,573</b>	<b>6,369,609</b>	<b>(19,036)</b>	<b>7,638,839</b>	<b>6,029,068</b>	<b>1,609,771</b>	<b>2,714,107</b>	<b>1,967,924</b>	<b>746,183</b>	<b>16,703,519</b>	<b>14,366,601</b>	<b>2,336,918</b>
<b>Transfers Out</b>												
Transfers Out	-	-	-	2,010,628	15,500,000	13,489,372	670,209	-	(670,209)	2,680,837	15,500,000	12,819,163
<b>Expenses</b>												
Insurance	348,379	356,897	8,518	235,267	345,366	110,099	78,051	232,752	154,701	661,697	935,015	273,318
Contracts- Professional Svc.	108,188	18,015	(90,173)	38,927	90,154	51,227	9,572	5,282	(4,290)	156,687	113,451	(43,236)
Contractual Repair	-	-	-	-	120	120	-	-	-	-	120	120
Contracts- Other	283,355	237,746	(45,609)	315,073	265,270	(49,803)	109,966	223,433	113,467	708,394	726,449	18,055
Health Claims Paid Reinsurance	(5,635)	(132,484)	(126,849)	(668,789)	(374,744)	294,045	-	(43,825)	(43,825)	(674,424)	(551,053)	123,371
Retiree Claims	-	-	-	(685,801)	-	685,801	(346,313)	-	346,313	(1,032,114)	-	1,032,114
Health Claims - Prescription	798,309	822,766	24,457	963,105	712,001	(251,104)	302,410	278,154	(24,256)	2,063,824	1,812,921	(250,903)
Health Claims Paid -UHC	4,880,694	3,093,444	(1,787,250)	4,476,925	3,458,553	(1,018,372)	1,567,579	1,347,141	(220,438)	10,925,198	7,899,138	(3,026,060)
Cobra Insurance Paid	1,234	1,213	(21)	584	1,171	587	112	700	588	1,930	3,084	1,154
Retiree Insurance Paid	20,088	31,957	11,869	19,298	27,532	8,234	6,427	13,843	7,416	45,813	73,332	27,519
Retiree Insurance Paid- Medicare	70,990	-	(70,990)	79,446	57,320	(22,126)	21,249	30,698	9,449	171,685	88,018	(83,667)
<b>Total Expenses</b>	<b>6,505,602</b>	<b>4,429,554</b>	<b>(2,076,048)</b>	<b>4,774,035</b>	<b>4,582,743</b>	<b>(191,292)</b>	<b>1,749,053</b>	<b>2,088,178</b>	<b>339,125</b>	<b>13,028,690</b>	<b>11,100,475</b>	<b>(1,928,215)</b>
<b>Net increase (decrease)</b>	<b>\$ (155,029)</b>	<b>\$ 1,940,055</b>	<b>(2,095,084)</b>	<b>854,176</b>	<b>(14,053,675)</b>	<b>14,907,851</b>	<b>294,845</b>	<b>(120,254)</b>	<b>415,099</b>	<b>\$ 993,992</b>	<b>\$(12,233,874)</b>	<b>13,227,866</b>
<b>Health Claims Fund Balance - Cumulative</b>	<b>\$ 3,824,811</b>	<b>\$ 25,993,940</b>	<b>(22,169,129)</b>	<b>\$ 4,678,986</b>	<b>\$ 11,940,264</b>	<b>(7,261,278)</b>	<b>\$ 4,973,832</b>	<b>\$ 11,820,010</b>	<b>(6,846,178)</b>			

## ANALYSIS OF PROPERTY LIABILITY LOSS FUND THROUGH APRIL 30 OF FISCAL YEARS 2009, 2008, & 2007

<b>PROPERTY LIABILITY LOSS FUND</b>	<b>Fiscal Year 2009</b>	<b>Fiscal Year 2008</b>	<b>Fiscal Year 2007</b>
<b>Claims Paid per General Ledger</b>	<b>\$ 1,058,114</b>	<b>483,170</b>	<b>668,716</b>
<b>Net Judgments/Damages/Attorney Fees</b>	<b>512,856</b>	<b>496,172</b>	<b>412,017</b>
<b>Total Expenses</b>	<b>\$ 1,570,970</b>	<b>979,342</b>	<b>1,080,733</b>

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## SECTION 2

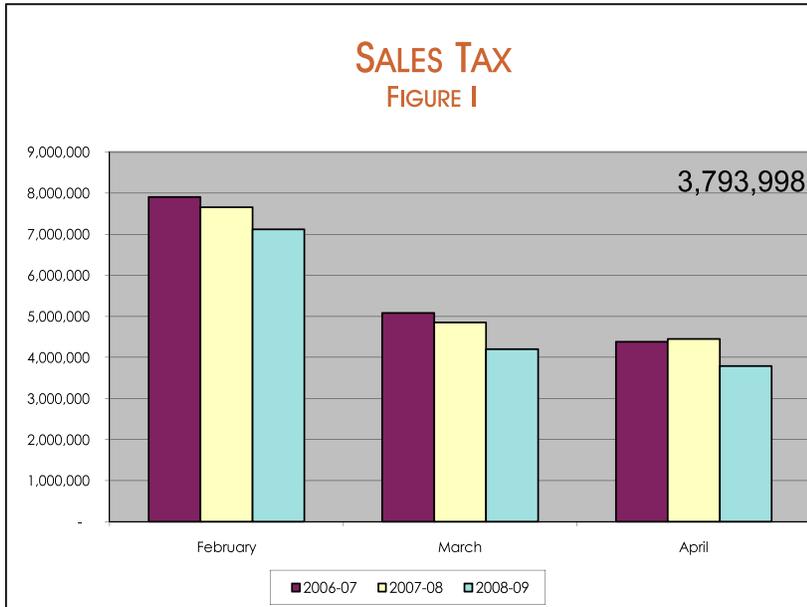
# ECONOMIC ANALYSIS

City of Plano  
Comprehensive Monthly Finance Report



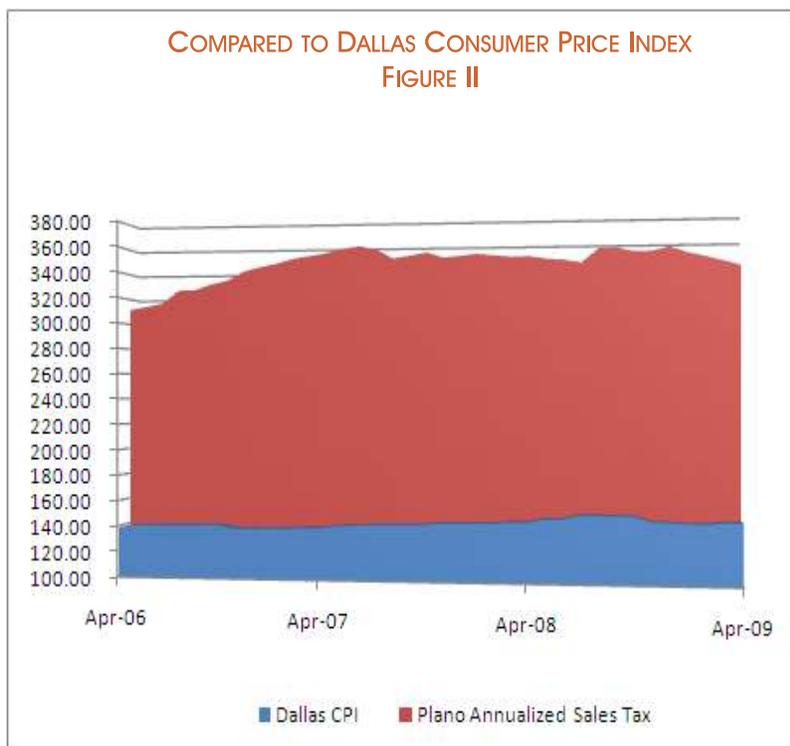
# ECONOMIC ANALYSIS

**S**ales tax allocation of \$3,793,998 as remitted to the City of Plano in the month of April. This amount represents a decrease of 14.64% compared to the amount received in April 2008. Sales tax revenue is



generated from the 1% tax on applicable business activity within the City. These taxes were collected by businesses filing monthly returns, reported in January to the State, and received in March by the City of Plano.

Figure I represent actual sales and use tax receipts for the months of February through April for fiscal years 2006-2007, 2007-2008, and 2008-2009.



**F**igure II, left, tracks the percentage change in annualized sales tax revenues compared to the percentage change in the Dallas-area CPI, using 1982-84 as the base period. For April 2009, the adjusted CPI was 200.39 and the Sales Tax Index was 342.03.

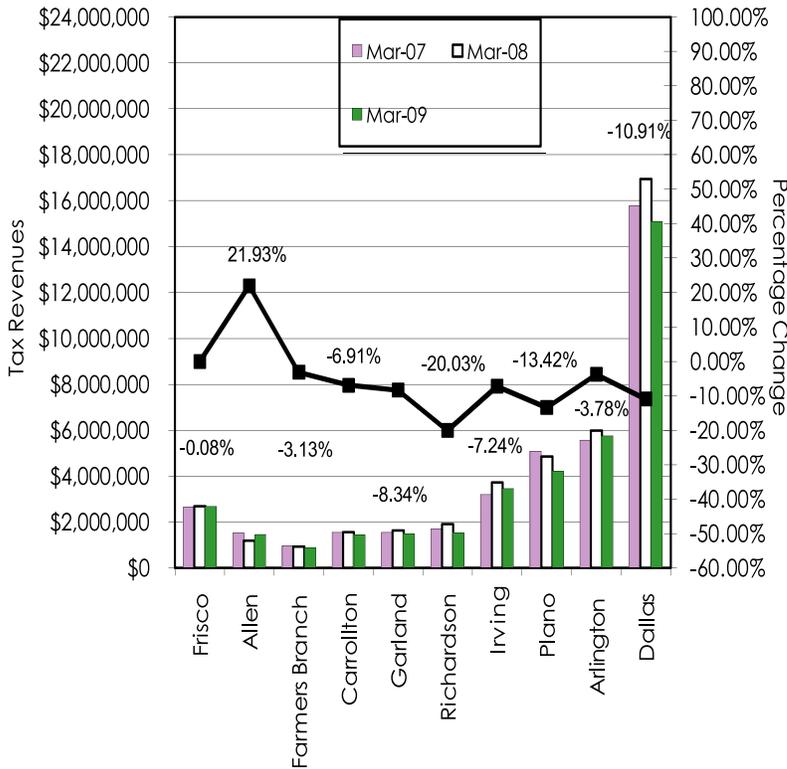
Since January 1998, the BLS has moved the Dallas-Area pricing cycle for CPI computation to odd-numbered months.

# ECONOMIC ANALYSIS

Figure III shows sales tax allocations in the months of March 2007, March 2008 and March 2009 for the City of Plano and nine area cities. Each of the cities shown has a sales tax rate of 1%, except

## Sales Tax Comparisons City of Plano and Area Cities

FIGURE III

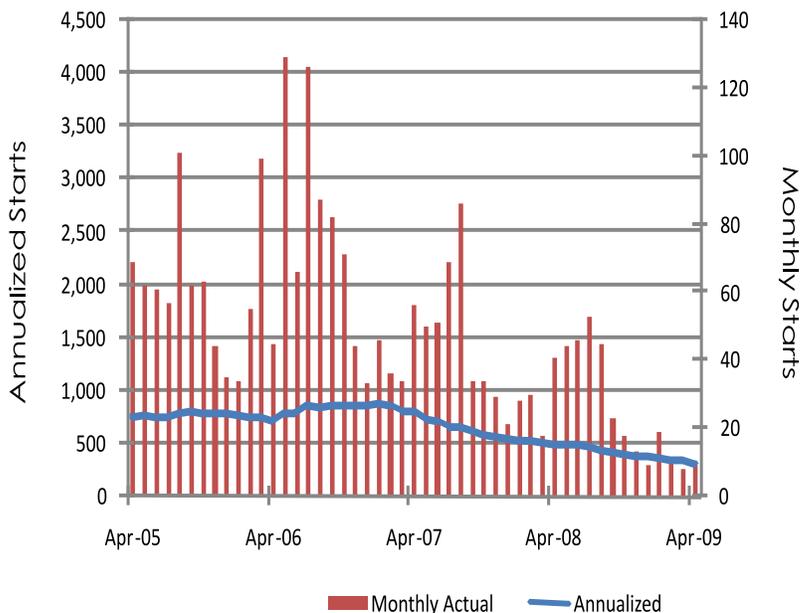


for the cities of Allen and Frisco, which have a 2% rate, but distribute half of the amount shown in the graph to 4A and 4B development corporations within their respective cities, and the City of Arlington which has a 1.75% sales tax rate with .25% dedicated to road maintenance and .50% for funding of the Dallas Cowboys Complex Development Project. In the month of March the City of Plano received \$4,201,094 from this 1% tax.

The percentage change in sales tax allocations for the area cities, comparing March 2008 to March 2009, ranged from 21.93% for the City of Allen to -20.03% for the City of Richardson.

## SINGLE FAMILY HOUSING STARTS

FIGURE IV



In April 2009, a total of 9 actual single-family housing permits, representing a value of \$1,879,251, were issued. This value represents a 71.37% decrease from the same period a year ago. Annualized single-family housing starts of 298 represent a value of \$73,266,655.

Figure IV above shows actual single-family housing starts versus annualized housing starts for April 2005 through April 2009.

# ECONOMIC ANALYSIS

## YIELD CURVE

FIGURE V

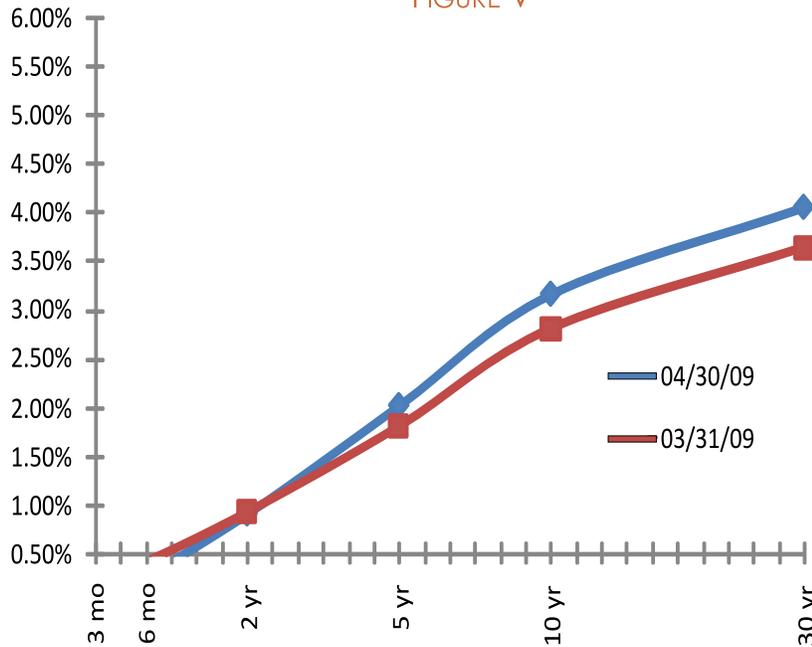


Figure V, left, shows the U.S. Treasury yield curve for April 30, 2009 in comparison to March 31, 2009. Of the reported treasury yields, the yield curve represents an increase in the 5, 10, and 30 year treasuries for the month of April 2009, while the other treasuries decreased for the month.

## UNEMPLOYMENT RATES UNADJUSTED RATE COMPARISON

FIGURE VI

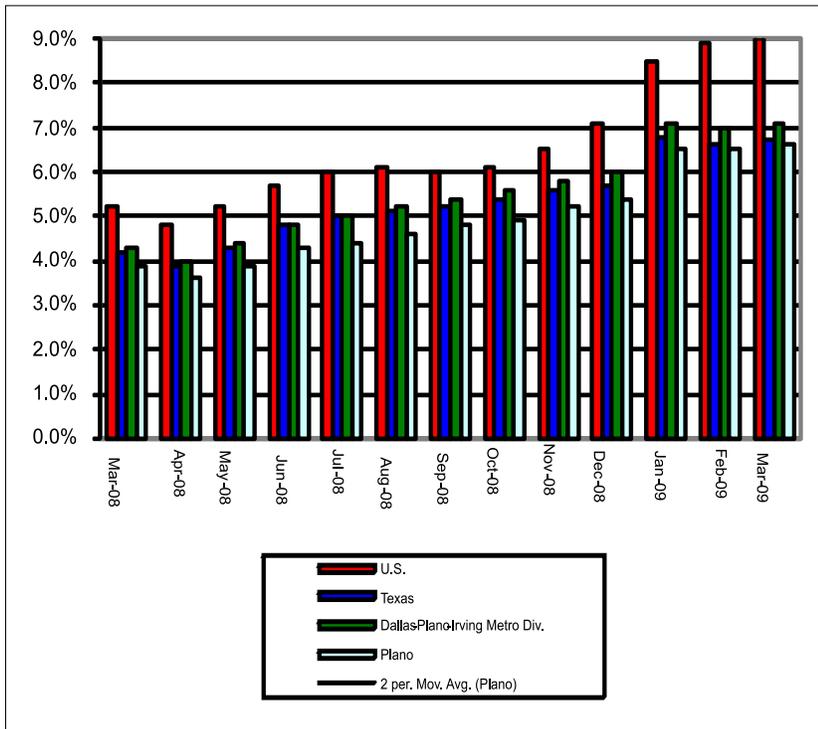
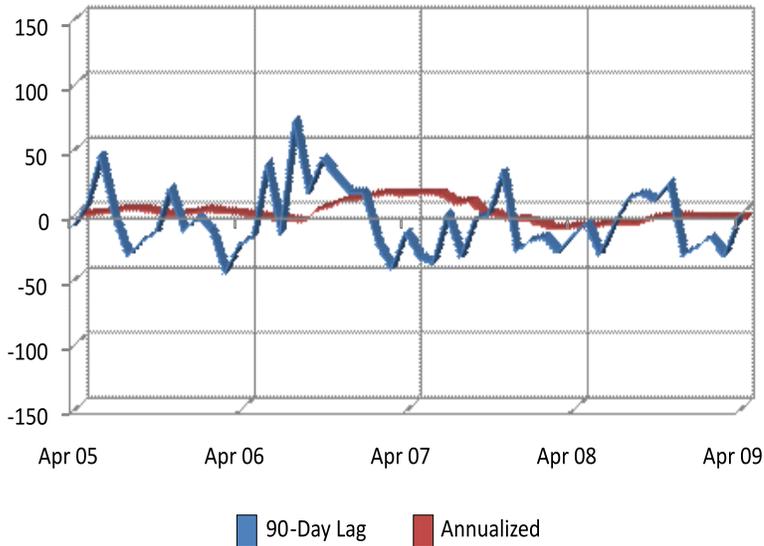


Figure VI shows unadjusted unemployment rates based on the BLS U.S. City Average, and LAUS estimates for the State of Texas, the Dallas-Plano-Irving Metropolitan Division and the City of Plano from March 2008 to March 2009.

# ECONOMIC ANALYSIS

**F**igure VII shows the net difference between the number of housing starts three months ago and new refuse customers in the current month (90-day lag) as well as the average difference between these measures for the past four years (annualized).

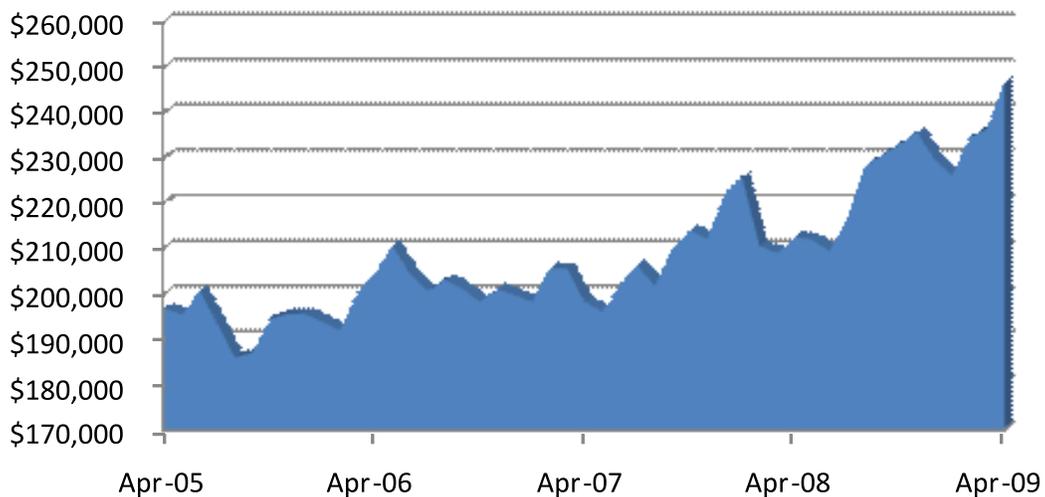
**HOUSING ABSORPTION**  
90-DAY LAG FROM PERMIT DATE  
FIGURE VII



For the current month, the 90-day lag is -1 homes, meaning that in December 2008 there was 1 less housing start than new refuse customers in April 2009. The annualized rate is -6 which means there was an average of 6 fewer housing starts than new garbage customers per month over the past year.

**T**he annualized average declared construction value of new homes increased 16.16% to \$246,689 when compared to April 2008.

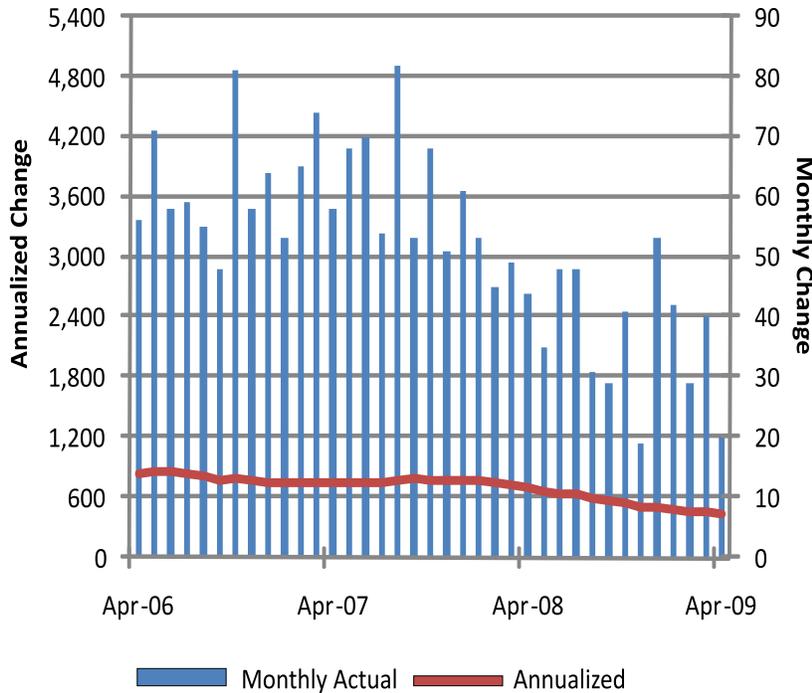
**SINGLE-FAMILY NEW HOME VALUE**  
FIGURE VIII



# ECONOMIC ANALYSIS

## REFUSE COLLECTIONS ACCOUNTS NET GAINS/LOSSES

Figure IX

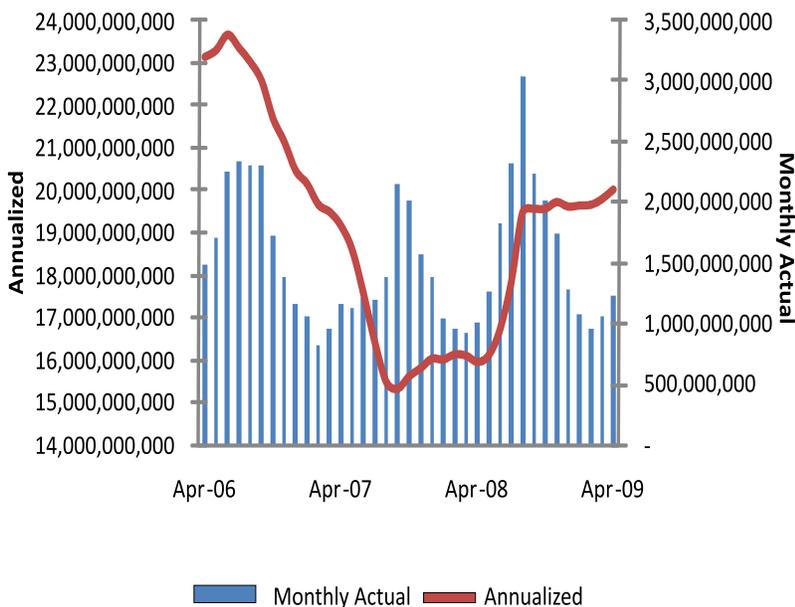


In April, net new refuse collection accounts totaled 20, in comparison to 44 new accounts in April of 2008. This change represents a 54.55% decrease on a year-to-year basis. Annualized new refuse accounts totaled 435 showing a decrease of 253, or a -37.68% change when compared to the same time last year.

Figure IX shows actual versus annualized new refuse collection accounts.

## LOCAL WATER CONSUMPTION (GALLONS)

FIGURE X



In April, the City of Plano pumped 1,579,239,000 gallons of water from the North Texas Municipal Water District (NTMWD). Consumption was 856,818,630 gallons among 78,744 billed water accounts while billed sewer accounts numbered 75,069. The minimum daily water pumpage was 42,839,000 gallons, which occurred on Saturday, April 18th. Maximum daily pumpage was 62,870,000 gallons and occurred on Wednesday, April 8th. This month's average daily pumpage was 52,641,000 gallons.

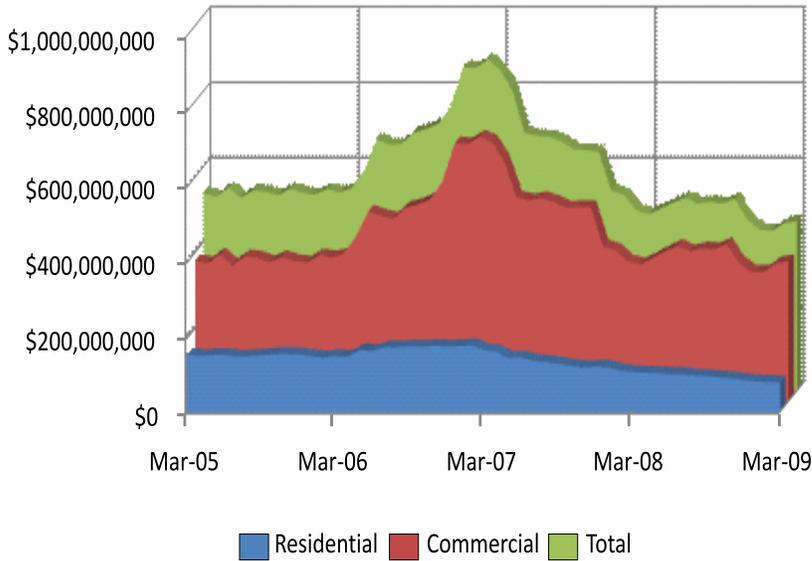
Figure X shows the monthly actual and annualized average for local water consumption.

# ECONOMIC ANALYSIS

In April 2009 a total of 65 new construction permits were issued, for properties valued at \$16,921,825. This includes 9 single-family residences, 7 other, 17 commercial additions/alterations, and 32 interior finish-outs. There were 17 permits issued for pools/spas.

## ANNUALIZED BUILDING PERMIT VALUES

FIGURE XI



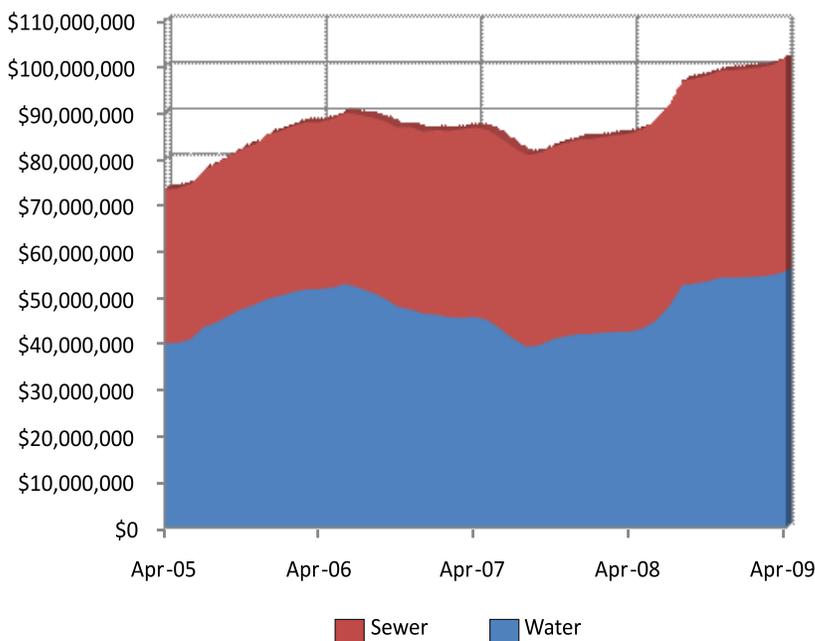
The overall annualized value was \$436,794,256, down 9.99% from the same period a year ago. The annualized value of new residential construction decreased to a value of \$73,266,655, down 29.74% from a year ago. The annualized value of new commercial construction decreased 4.59% to \$363,527,601.\*

\* As of January 2002, data on commercial construction value is based on both the building shell and interior finish work, per the Building Inspection Department.

The actual water and sewer customer billing revenues in April were \$3,602,574 and \$4,463,123, representing an increase of 25.69% and an increase of 23.17% respectively, compared to April 2008 revenues. The

## ANNUALIZED WATER & SEWER BILLINGS

FIGURE XII



aggregate water and sewer accounts netted \$8,065,697 for an increase of 24.29%.

April consumption brought annualized revenue of \$55,554,399 for water and \$46,451,092 for sewer, totaling \$102,005,491. This total represents an increase of 19.27% compared to last year's annualized revenue.

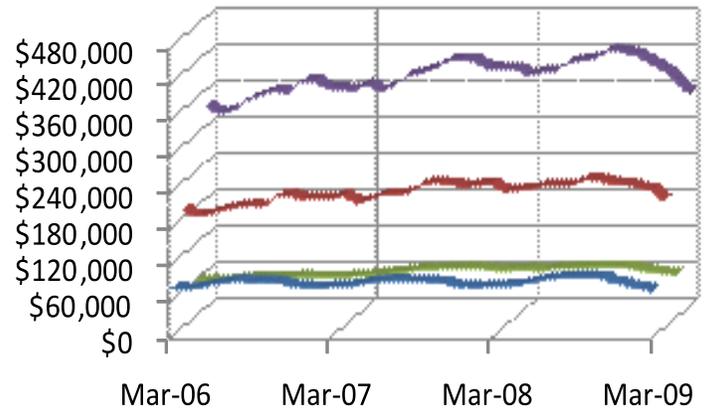
Figure XII represents the annualized billing history of water and sewer revenues for April 2005 through April 2009.

# ECONOMIC ANALYSIS

March revenue from hotel/motel occupancy tax was \$343,440. This represents a decrease of \$63,289 or -15.56% compared to March 2008. The average monthly revenue for the past six months (see graph) was \$352,000, a decrease of 8.09% from the previous year's average. The six-month average for the Central area decreased to \$75,623, the West Plano average decreased to \$207,844, and the Plano Pkwy average decreased to \$68,534 from the prior year.

This amount will not always equal the hotel/motel taxes reported in the financial section. The economic report is based on the amount of taxes earned during a month, while the financial report indicates when the City received the tax

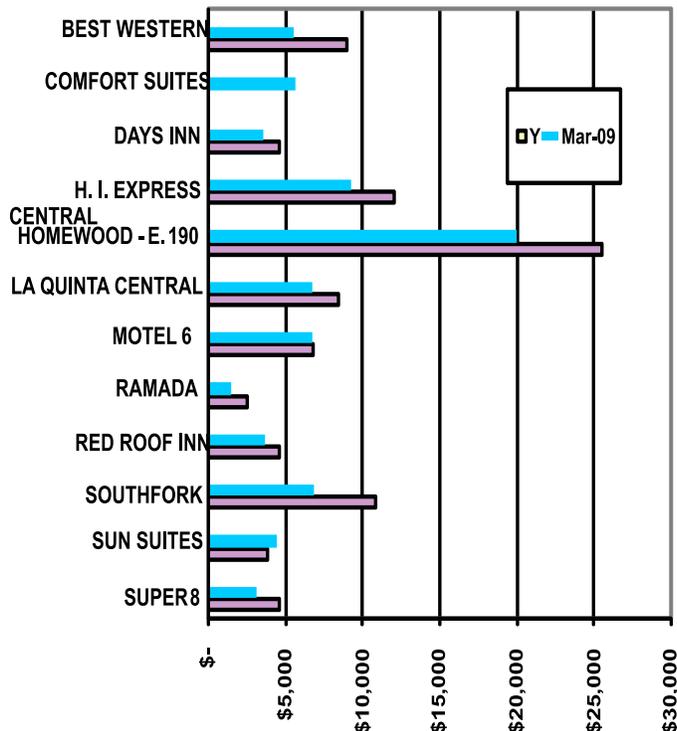
## HOTEL/MOTEL OCCUPANCY TAX



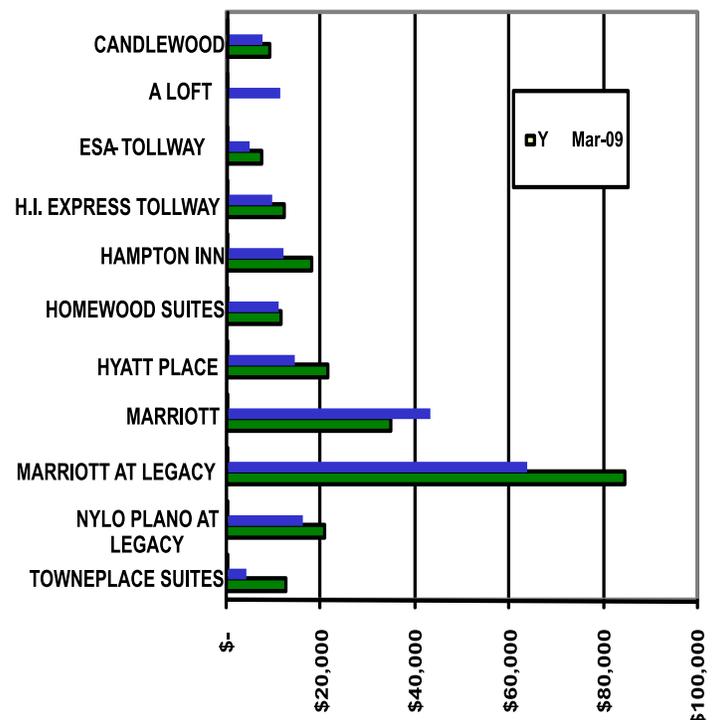
■ Central                      ■ West Plano  
■ Plano Pkwy                      ■ Total

Figures XIV, XV and XVI show the actual occupancy tax revenue received from each hotel/motel in Plano for March 2009 compared to the revenue received in March 2008.

### HOTEL/MOTEL OCCUPANCY TAX MONTHLY COMPARISON BY HOTEL - CENTRAL FIGURE XIV



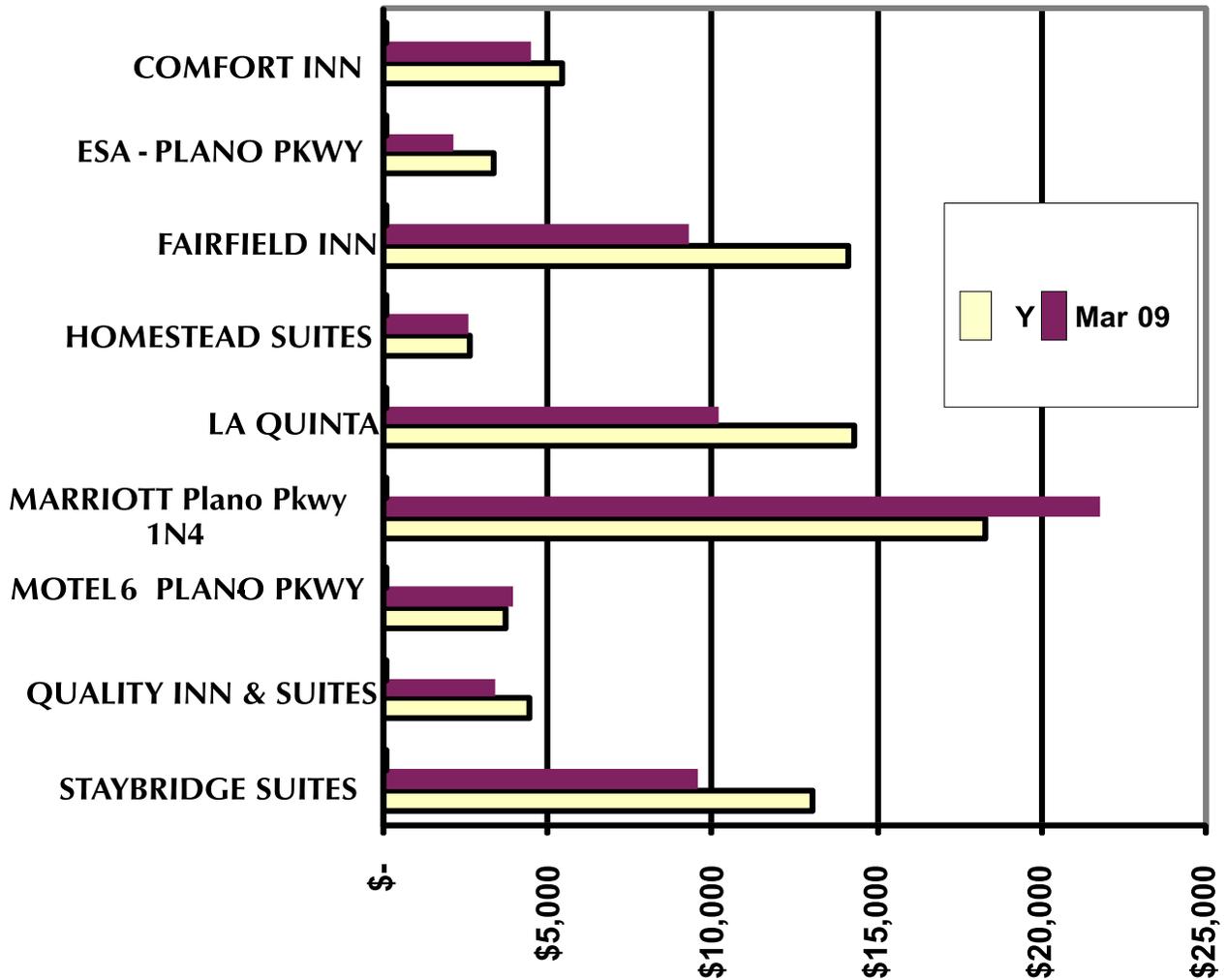
### HOTEL/MOTEL OCCUPANCY TAX MONTHLY COMPARISON BY HOTEL - WEST PLANO FIGURE XV



\*Since August 2005, Marriott International Tax Revenue numbers on this graph represent two (2) Marriott owned hotels (Courtyard by Marriott 1ND and Residence Inn # 323)\*\*Hyatt Place: Formerly AmeriSuites; began renovation in June 2006

# ECONOMIC ANALYSIS

## HOTEL/MOTEL OCCUPANCY TAX MONTHLY COMPARISON BY HOTEL-PLANO PKWY



\*Since August 2005, Marriott International tax revenue on this graph represent one (1) Marriott owned hotel (Courtyard by Marriott # N14)\*\*Quality Inn & Suites: Formerly Baymont Inn & Suites



# SECTION 3

## INVESTMENT REPORT

City of Plano  
Comprehensive Monthly Finance Report



Funds of the City of Plano are invested in accordance with Chapter 2256 of the "Public Funds Investment Act." The Act clearly defines allowable investment instruments for local governments. The City of Plano Investment Policy incorporates the provisions of the Act and all investment transactions are executed in compliance with the Act and the Policy.

# INVESTMENT REPORT

## APRIL, 2009

Interest Received during April totaled \$153,230 and represents interest paid on maturing investments and coupon payments on investments. Interest allocation is based on average balances within each fund during the month.

The two-year Treasury note yield increased throughout the month of April, starting at .83% and ending at .91%.

As of April 30, a total of \$348.7 million was invested in the Treasury Fund. Of this amount, \$70.7 million was General Obligation Bond Funds, \$5.7 million was Municipal Drainage Revenue Bond Funds, and \$272.3 million was in the remaining funds.

<b>Metrics</b>	<b>Current Month Actual</b>	<b>Fiscal YTD</b>	<b>Prior Fiscal YTD</b>	<b>Prior Fiscal Year Total</b>
Funds Invested <sup>1</sup>	\$ 43,318,376	\$ 198,757,608	\$ 68,253,680	\$ 132,311,266
Interest Received <sup>2</sup>	\$ 153,230	\$ 2,845,899	\$ 8,646,421	\$ 12,955,262
Weighted Average Maturity (in days) <sup>3</sup>	153		139	
Modified Duration <sup>4</sup>	0.4184		0.3397	
Average 2-Year T-Note Yield <sup>5</sup>	0.93%		2.05%	

\* See interest allocation footnote on Page C-3.

- (1) Does not include funds on deposit earning a "NOW" rate, and/or moneys in investment pools or cash accounts.
- (2) Cash Basis.
- (3) The length of time (expressed in days) until the average investment in the portfolio will mature. The Prior fiscal YTD column represents current month, prior year.
- (4) Expresses the measurable change in the value of the portfolio in response to a 100-basis-point (1%) change in interest rates. The modified duration number in the Prior fiscal YTD column represents current month, prior year.
- (5) Compares 2009 to 2008.

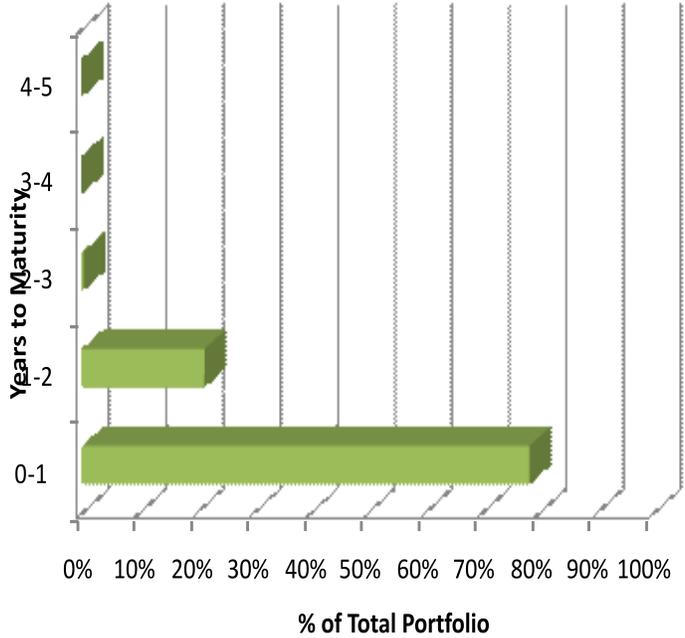
### Month-to-Month Comparison

<b>Metrics</b>	<b>Mar-09</b>	<b>Apr-09</b>	<b>Difference</b>
Portfolio Holding Period Yield	1.00%	1.01%	0.0% (0 Basis Points)
Average 2-Year T-Note Yield	0.93%	0.93%	-0.00% (-0 Basis Points)

# INVESTMENT REPORT

## Portfolio Maturity Schedule Figure I

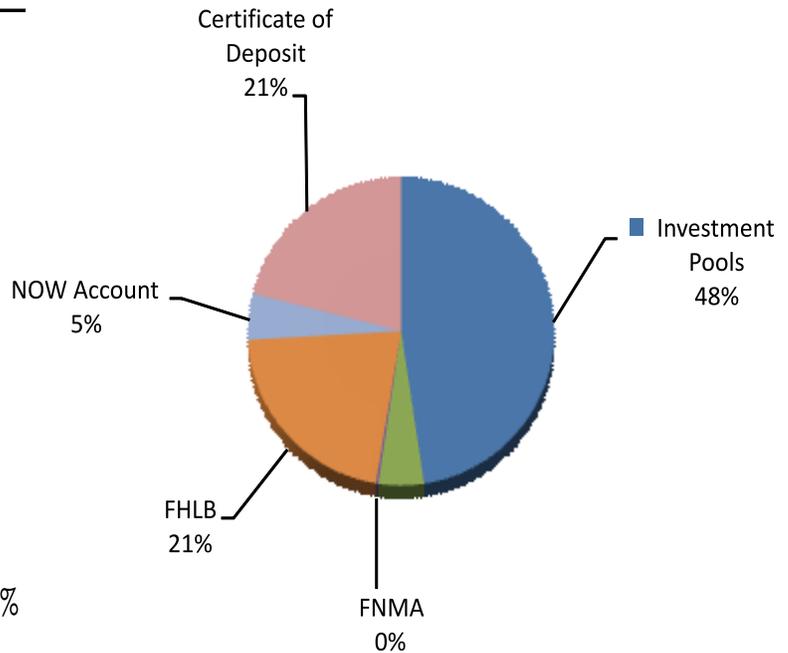
Years to Maturity*	Book Value	% Total
0-1	\$ 285,013,578	78.30%
1-2	78,011,633	21.43%
2-3	1,000,000	0.27%
3-4	0	0.00%
4-5	0	0.00%
<b>Total</b>	<b>\$ 364,025,210</b>	<b>100.00%</b>



\*Does not take into consideration callable issues that can, if called, significantly shorten the Weighted Average Maturity.

## Portfolio Diversification Figure II

Type	Book Value	% Total
Investment Pools	\$ 173,316,537	47.61%
Commercial Paper	0	0.00%
FHLMC	17,344,540	4.76%
FNMA	997,848	0.27%
FFCB	0	0.00%
FHLB	78,013,784	21.43%
NOW Account	17,615,500	4.84%
Certificate of Deposit	76,737,000	21.08%
<b>Total</b>	<b>\$ 364,025,210</b>	<b>100.00%</b>



# INVESTMENT REPORT

## Allocated Interest/Fund Balances April 2009

Fund	Beginning Fund Balance	Allocated Interest		Ending Fund Balance	% of Total
	4/30/2009	Current Month	Fiscal Y-T-D	4/30/2009	
General	65,319,587	107,176	506,543	65,426,763	18.73%
G. O. Debt Services	32,915,822	49,010	186,565	32,964,832	9.44%
Street & Drainage Improvements	7,423,376	10,721	61,727	7,434,097	2.13%
Sewer CIP	9,549,717	14,280	86,471	9,563,997	2.74%
Capital Reserve	36,746,325	55,266	375,065	36,801,592	10.54%
Water & Sewer Operating	(6,112,169)	(7,620)	10,606	(6,119,789)	-1.75%
Water & Sewer Debt Service	1,376,327	1,921	6,643	1,378,249	0.39%
W & S Impact Fees Clearing	3,911,604	5,810	36,151	3,917,414	1.12%
Park Service Area Fees	5,589,069	8,357	56,601	5,597,426	1.60%
Property/ Liability Loss	4,118,601	6,169	47,246	4,124,770	1.18%
Information Services	6,474,603	9,881	100,406	6,484,484	1.86%
Equipment Replacement	13,084,962	19,574	95,916	13,104,536	3.75%
Developer's Escrow	3,539,633	5,294	38,358	3,544,927	1.02%
G. O. Bond Funds	70,723,182	108,310	613,375	70,831,493	20.28%
Municipal Drainage Bond Clearing	5,702,390	8,530	38,996	5,710,920	1.64%
Other	88,331,283.89	132,090	814,164	88,463,374	25.33%
<b>Total</b>	<b>348,694,313.27</b>	<b>534,769</b>	<b>3,074,831</b>	<b>349,229,083</b>	<b>100%</b>

Footnote: All City funds not restricted or held in trust are included in the Treasury Pool. As of April 30, 2009 allocated interest to these funds may include an adjustment to fair value as required by GASB 31

## Portfolio Statistics

Month	Total Invested (End of Month)	Portfolio Yield	# of # of Securities Purchased*	Maturities/ Sold/ Called	Weighted Ave. Mat. (Days)	# of # of Securities
October, 2007	\$ 271,402,209	4.65%	9	9	372	98
November, 2007	\$ 267,523,757	4.50%	0	13	336	85
December, 2007	\$ 296,692,760	4.38%	5	5	330	85
January, 2008	\$ 331,413,637	3.89%	0	7	271	78
February, 2008	\$ 355,278,178	3.74%	0	47	201	31
March, 2008	\$ 386,936,505	3.15%	2	6	185	27
April, 2008	\$ 381,286,506	2.74%	1	5	139	23
May, 2008	\$ 372,129,934	2.87%	3	1	154	25
June, 2008	\$ 359,631,853	2.80%	3	10	89	18
July, 2008	\$ 336,029,216	2.83%	5	4	114	19
August, 2008	\$ 335,093,919	2.69%	7	6	119	20
September, 2008	\$ 300,699,562	2.55%	1	5	104	16
October, 2008	\$ 288,885,757	2.73%	1	4	266	13
November, 2008	\$ 283,603,783	1.90%	1	5	82	9
December, 2008	\$ 309,132,350	1.49%	2	2	67	9
January, 2009	\$ 337,564,218	1.09%	7	3	98	13
February, 2009	\$ 355,625,399	0.82%	5	2	64	16
March, 2009	\$ 380,327,932	1.00%	4	1	112	19
April, 2009	\$ 364,025,210	1.00%	7	4	153	22

\*Does not include investment pool purchases or changes in NOW account balances.

# INVESTMENT REPORT

Equity in Treasure Pool  
By Major Category  
Figure IV

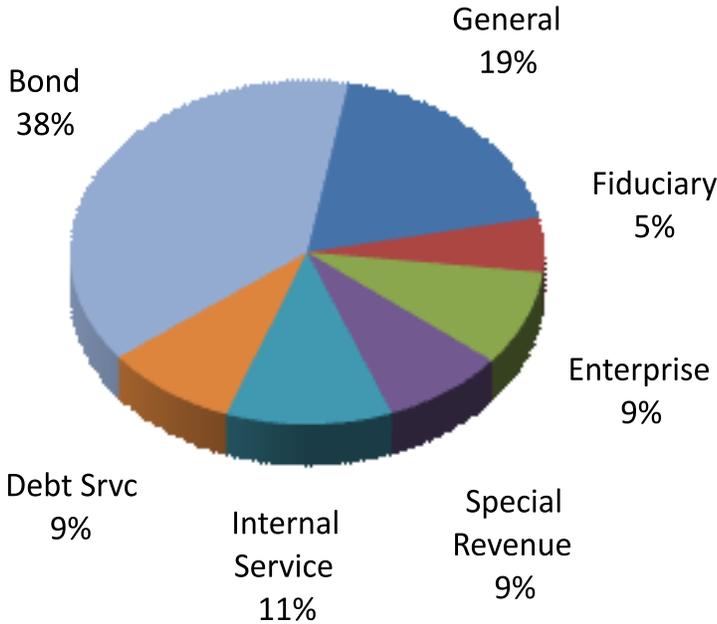
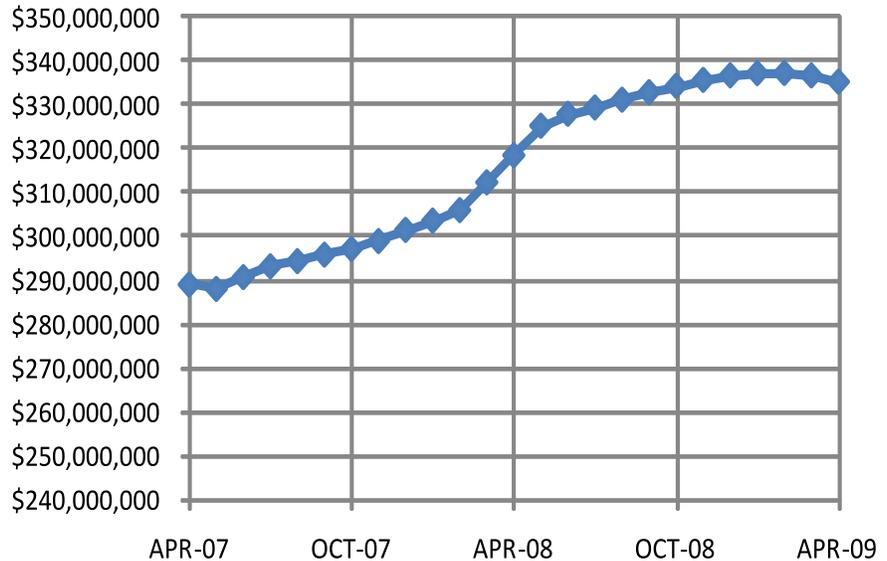


Figure IV shows a breakdown of the various sources of funds for the City's Treasury Pool as of April 30, 2009. The largest category is the Bond Fund in the amount of \$139.0 million. Closest behind is the General Fund with a total of \$69.0 million, and the Internal Service Fund with \$41.1 million.

Annualized Average Portfolio  
Figure V

The annualized average portfolio for April 30, 2009 was \$335,229,094. This is an increase of \$16,722,982 when compared to the April 2008 average of \$318,506,113.





# SECTION 4

## QUARTERLY HOTEL/ MOTEL REPORT



City of Plano  
Comprehensive Monthly Finance Report

# HOTEL/MOTEL OCCUPANCY TAX REVENUE REPORT

## Comparative Quarterly Statistics Quarter Ending 4/30/09 Table I

	2006-07	2006-07	2006-07	2007-08	2007-08	2007-08	2007-08	2008-09	2008-09
	Second	Third	Fourth	First	Second	Third	Fourth	First	Second
Quarterly Total (Actual)*	\$1,097,905	\$1,195,761	\$1,240,115	\$1,123,539	\$1,174,333	\$1,231,418	\$1,292,456	\$1,111,115	\$986,391
Number of Rooms	3,687	3,798	3,798	3,972	3,972	4,048	4,048	4,184	4,184
Average Daily Occupancy	2,427	2,596	2,534	2,368	2,254	2,575	2,524	2,201	1,889
Actual Revenue per Room	\$298	\$315	\$327	\$283	\$296	\$304	\$319	\$266	\$236
Annualized Revenue	\$2,201,532	\$3,397,293	\$4,637,408	\$4,657,321	\$4,733,749	\$4,769,406	\$4,821,747	\$4,809,322	\$4,621,380
Average Room Rate	\$89	\$87	\$92	\$90	\$93	\$86	\$90	\$89	\$91
Average Occupancy Rate	59.24%	63.09%	60.92%	56.08%	56.11%	64.43%	63.02%	54.24%	46.90%

## QUARTERLY HOTEL/MOTEL TAX REVENUE

Total tax receipts of \$ 986,391 were received for the 3 months ending March 31, 2009. The number of rooms available in Plano increased by 136 rooms in the first quarter of fiscal year 2008-09 due to the addition of a new hotel. Occupancy tax revenues decreased by 18.81% when compared to the second quarter of fiscal year 2007-2008.

Table I contains the actual quarterly occupancy tax revenue and data for the second quarter of fiscal year 2006-07 through the second quarter of fiscal year 2008-09.

\* Quarterly totals may be adjusted at a later date for exemption audit payments.

# Comparative Quarterly Statistics

## Quarter Ending 4/30/09

### Table II

#### First Quarter 2009

	2006-07		Percent Change		2007-08		Percent Change		2008-09		Percent Change		2005-06		Percent Change		2006-07		Percent Change		2007-08		Percent Change			
	Ramada	\$	5,782	\$	-32.13%	\$	7,616	\$	31.73%	\$	6,562	\$	-13.85%	\$	7,088	\$	35.19%	\$	6,025	\$	-15.00%	\$	6,937	\$	15.12%	
Harvey House	\$	39,730	\$	-6.48%	\$	34,176	\$	-13.98%	\$	30,565	\$	-10.57%	\$	37,354	\$	33.98%	\$	43,503	\$	16.46%	\$	33,471	\$	-23.06%		
H. I. Express Central	\$	41,893	\$	4.82%	\$	38,261	\$	-8.67%	\$	32,157	\$	-15.95%	\$	38,547	\$	38.24%	\$	46,368	\$	20.29%	\$	38,459	\$	-17.06%		
La Quinta Central	\$	21,351	\$	-5.63%	\$	20,792	\$	-2.62%	\$	19,976	\$	-3.92%	\$	22,604	\$	49.82%	\$	19,825	\$	-12.29%	\$	22,046	\$	11.21%		
Marriott	\$	117,760	\$	29.28%	\$	127,430	\$	8.21%	\$	133,668	\$	4.90%	\$	98,592	\$	30.03%	\$	110,630	\$	12.21%	\$	109,489	\$	-1.03%		
MARRIOTT Plano Pkwy 1N4	\$	65,084	\$	13.18%	\$	65,942	\$	1.32%	\$	68,228	\$	3.47%	\$	58,805	\$	15.05%	\$	68,339	\$	16.21%	\$	55,890	\$	-18.22%		
Motel 6	\$	17,342	\$	0.69%	\$	17,712	\$	2.13%	\$	14,789	\$	-16.50%	\$	16,059	\$	2.89%	\$	14,753	\$	-8.13%	\$	18,195	\$	23.33%		
Motel 6 - Plano Pkwy	\$	12,381	\$	16.03%	\$	11,580	\$	-6.47%	\$	12,124	\$	4.70%	\$	8,499	\$	33.16%	\$	11,642	\$	36.98%	\$	11,150	\$	-4.23%		
Comfort Inn	\$	13,331	\$	8.13%	\$	16,431	\$	23.25%	\$	13,401	\$	-18.44%	\$	13,179	\$	18.02%	\$	11,554	\$	-12.33%	\$	14,195	\$	22.86%		
Comfort Suites	\$	-	\$	0.00%	\$	-	\$	0.00%	\$	18,980	\$	0.00%	\$	-	\$	0.00%	\$	-	\$	0.00%	\$	-	\$	0.00%		
Best Western	\$	19,901	\$	-5.44%	\$	23,110	\$	16.13%	\$	22,844	\$	-1.15%	\$	20,018	\$	23.96%	\$	22,719	\$	13.50%	\$	24,312	\$	7.01%		
Super 8	\$	11,726	\$	10.67%	\$	14,016	\$	19.53%	\$	11,209	\$	-20.03%	\$	11,002	\$	32.77%	\$	10,787	\$	-1.95%	\$	12,843	\$	19.06%		
Hampton Inn	\$	45,564	\$	10.88%	\$	45,800	\$	0.52%	\$	47,238	\$	3.14%	\$	44,725	\$	24.52%	\$	52,106	\$	16.50%	\$	51,218	\$	-1.70%		
Mainstay Suites	\$	11,054	\$	-17.93%	\$	10,218	\$	-7.56%	\$	8,677	\$	-15.08%	\$	15,413	\$	36.51%	\$	11,216	\$	-27.23%	\$	12,406	\$	10.61%		
Red Roof Inn	\$	13,514	\$	-5.65%	\$	13,517	\$	0.02%	\$	12,282	\$	-9.14%	\$	9,923	\$	-11.10%	\$	14,463	\$	45.74%	\$	15,473	\$	6.99%		
Days Inn	\$	9,282	\$	-4.75%	\$	9,136	\$	-1.57%	\$	11,454	\$	25.37%	\$	8,985	\$	23.58%	\$	9,400	\$	4.62%	\$	10,918	\$	16.15%		
Fairfield Inn	\$	35,550	\$	32.49%	\$	37,245	\$	4.77%	\$	32,420	\$	-12.96%	\$	31,762	\$	24.55%	\$	38,770	\$	22.06%	\$	39,259	\$	1.26%		
Baymont Inn & Suites	\$	5,075	\$	14.93%	\$	19,004	\$	274.50%	\$	12,993	\$	-31.63%	\$	4,368	\$	29.17%	\$	13,307	\$	204.62%	\$	13,854	\$	4.11%		
Homewood	\$	41,658	\$	20.93%	\$	43,671	\$	4.83%	\$	38,626	\$	-11.55%	\$	41,953	\$	19.23%	\$	45,285	\$	7.94%	\$	38,781	\$	-14.36%		
La Quinta	\$	41,235	\$	5.38%	\$	35,572	\$	-13.73%	\$	35,231	\$	-0.96%	\$	41,272	\$	23.35%	\$	42,939	\$	4.04%	\$	36,865	\$	-14.15%		
ESA - Plano Pkwy	\$	7,832	\$	13.04%	\$	7,328	\$	-6.44%	\$	4,177	\$	-43.00%	\$	7,812	\$	-14.59%	\$	10,519	\$	34.66%	\$	9,300	\$	-11.59%		
Hyatt Place	\$	38,780	\$	-2.64%	\$	63,717	\$	64.30%	\$	54,258	\$	-14.85%	\$	42,295	\$	10.46%	\$	47,204	\$	11.61%	\$	66,461	\$	40.80%		
Candlewood	\$	24,799	\$	-3.12%	\$	31,795	\$	28.21%	\$	22,012	\$	-30.77%	\$	30,094	\$	19.36%	\$	34,652	\$	15.15%	\$	29,874	\$	-13.79%		
Sun Suites	\$	13,333	\$	17.14%	\$	9,233	\$	-30.75%	\$	10,440	\$	13.07%	\$	12,562	\$	42.66%	\$	12,583	\$	0.16%	\$	11,686	\$	-7.13%		
ESA - Tollway	\$	17,755	\$	34.39%	\$	18,798	\$	5.88%	\$	17,091	\$	-9.08%	\$	13,615	\$	-3.61%	\$	22,500	\$	65.26%	\$	21,316	\$	-5.26%		
TownePlace Suites	\$	36,493	\$	30.68%	\$	35,251	\$	-3.40%	\$	15,563	\$	-55.85%	\$	32,938	\$	54.43%	\$	39,740	\$	20.65%	\$	36,023	\$	-9.35%		
H.I Express Tollway	\$	33,048	\$	14.47%	\$	35,066	\$	6.10%	\$	29,531	\$	-15.79%	\$	32,161	\$	22.73%	\$	35,857	\$	11.49%	\$	36,124	\$	0.74%		
Marriott at Legacy	\$	314,789	\$	12.14%	\$	240,694	\$	-23.54%	\$	228,597	\$	-5.03%	\$	239,670	\$	17.50%	\$	242,957	\$	1.37%	\$	254,537	\$	4.77%		
Homewood - E. 190	\$	47,584	\$	1.03%	\$	58,743	\$	23.45%	\$	54,210	\$	-7.72%	\$	49,876	\$	13.96%	\$	57,401	\$	15.09%	\$	60,263	\$	4.98%		
Staybridge Suites	\$	-	\$	0.00%	\$	-	\$	0.00%	\$	37,217	\$	n/a	\$	-	\$	862	\$	-	\$	36,395	\$	n/a	\$	-	\$	n/a
NYLO Plano at Legacy	\$	-	\$	0.00%	\$	-	\$	0.00%	\$	54,597	\$	n/a	\$	-	\$	-	\$	-	\$	46,594	\$	n/a	\$	-	\$	n/a
ALOFT	\$	-	\$	0.00%	\$	-	\$	0.00%	\$	14,495	\$	n/a	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	n/a
Quarter Total	\$	1,103,627	\$	33.78%	\$	1,091,854	\$	-1.07%	\$	1,111,115	\$	1.76%	\$	991,173	\$	16.83%	\$	1,097,905	\$	10.77%	\$	1,174,333	\$	6.96%		
Y-T-D Revenues	\$	1,103,627	\$	33.78%	\$	1,091,854	\$	-1.07%	\$	1,111,115	\$	1.76%	\$	2,094,800	\$	15.19%	\$	2,189,759	\$	4.53%	\$	2,285,448	\$	4.37%		

#### Third Quarter

	2005-06		Percent Change		2006-07		Percent Change		2007-08		Percent Change		2005-06		Percent Change		2006-07		Percent Change		2007-08		Percent Change	
	Ramada	\$	7,635	\$	-0.06%	\$	7,806	\$	2.25%	\$	8,289	\$	6.19%	\$	8,310	\$	-16.15%	\$	7,344	\$	-11.62%	\$	9,689	\$
Southfork	\$	48,739	\$	30.07%	\$	50,076	\$	2.74%	\$	42,149	\$	-15.83%	\$	43,932	\$	-2.37%	\$	41,720	\$	-5.03%	\$	38,945	\$	-6.65%
H. I. Express Central	\$	45,456	\$	35.87%	\$	45,807	\$	0.77%	\$	42,238	\$	-7.79%	\$	42,178	\$	17.53%	\$	36,698	\$	-12.99%	\$	40,660	\$	10.80%
La Quinta Central	\$	25,426	\$	22.72%	\$	20,132	\$	-20.82%	\$	25,843	\$	28.37%	\$	25,077	\$	10.69%	\$	23,195	\$	-7.50%	\$	23,935	\$	3.19%
Marriott	\$	91,563	\$	20.08%	\$	99,301	\$	8.45%	\$	116,117	\$	16.93%	\$	118,782	\$	23.04%	\$	116,609	\$	-1.83%	\$	108,326	\$	-7.10%
MARRIOTT Plano Pkwy 1N4	\$	48,899	\$	2.68%	\$	58,292	\$	19.21%	\$	63,359	\$	8.69%	\$	65,150	\$	13.74%	\$	64,538	\$	-0.94%	\$	53,111	\$	-17.71%
Motel 6	\$	21,278	\$	19.09%	\$	19,623	\$	-7.78%	\$	21,007	\$	7.06%	\$	20,208	\$	3.07%	\$	18,907	\$	-6.44%	\$	19,463	\$	2.94%
Motel 6 - Plano Pkwy	\$	11,508	\$	37.91%	\$	12,811	\$	11.32%	\$	12,271	\$	-4.21%	\$	12,664	\$	24.22%	\$	13,784	\$	8.84%	\$	14,671	\$	6.44%
Comfort Inn	\$	14,840	\$	5.10%	\$	15,905	\$	7.18%	\$	13,156	\$	-17.29%	\$	14,419	\$	22.15%	\$	15,534	\$	7.73%	\$	12,999	\$	-16.32%
Comfort Suites	\$	-	\$	0.00%	\$	-	\$	0.00%	\$	5,282	\$	0.00%	\$	-	\$	0.00%	\$	-	\$	0.00%	\$	17,732	\$	0.00%
Best Western	\$	25,376	\$	33.61%	\$	28,295	\$	11.50%	\$	25,472	\$	-9.98%	\$	23,866	\$	5.24%	\$	26,565	\$	11.31%	\$	24,765	\$	-6.78%
Super 8	\$	11,124	\$	3.74%	\$	12,831	\$	15.35%	\$	14,900	\$	16.12%	\$	13,725	\$	10.17%	\$	13,493	\$	-1.69%	\$	16,173	\$	19.86%
Hampton Inn	\$	50,974	\$	29.55%	\$	57,374	\$	12.56%	\$	51,076	\$	-10.98%	\$	47,645	\$	14.69%	\$	49,227	\$	3.32%	\$	47,694	\$	-3.11%
Homestead Suites	\$	15,721	\$	9.40%	\$	12,693	\$	-19.26%	\$	13,762	\$	8.42%	\$	15,397	\$	16.10%	\$	13,872	\$	-9.91%	\$	11,614	\$	-16.27%
Red Roof Inn	\$	13,813	\$	1.26%	\$	16,016	\$	15.94%	\$	13,457	\$	-15.98%	\$	12,293	\$	-15.99%	\$	10,801	\$	-12.14%	\$	14,516	\$	34.39%
Days Inn	\$	11,835	\$	38.82%	\$	11,644	\$	-1.61%	\$	13,746	\$	18.06%	\$	12,260	\$	34.44%	\$	10,607	\$	-13.48%	\$	15,038	\$	41.77%
Fairfield Inn	\$	35,679	\$	24.38%	\$	40,126	\$	12.46%	\$	37,276	\$	-7.10%	\$	33,890	\$	21.68%	\$	36,869	\$	8.79%	\$	39,220	\$	6.38%
Baymont Inn & Suites	\$	4,791	\$	-4.03%	\$	22,375	\$	367.06%	\$	15,336	\$	-31.46%	\$	3,201	\$	-31.14%	\$	16,411	\$	412.67%	\$	18,485	\$	12.64%
Homewood Suites	\$	44,144	\$	13.29%	\$	50,048	\$	13.37%	\$	44,784	\$	-10.52%	\$	43,522	\$	5.11%	\$	45,006	\$	3.41%	\$	41,161	\$	-8.54%
La Quinta	\$	46,458	\$	10.40%	\$	36,407	\$	-21.63%	\$	31,383	\$	-13.80%	\$	45,567	\$	13.84%	\$	37,914	\$	-16.79%	\$	44,262	\$	16.74%
ESA - Plano Pkwy	\$	4,049	\$	-53.48%	\$	10,421	\$	157.34%	\$	9,438	\$	-9.43%	\$	8,076	\$	-6.36%	\$	8,905	\$	10.27%	\$	7,840	\$	-11.96%
Hyatt Place	\$	32,760	\$	-18.72%	\$	58,353	\$	78.12%	\$	67,275	\$	15.29%	\$	26,047	\$	-37.80%	\$	59,934	\$	130.10%	\$	62,866	\$	4.89%
Candlewood	\$	29,925	\$	32.35%	\$	34,106	\$	13.97%	\$	28,009	\$	-17.88%	\$	27,934	\$	6.02%	\$	34,792	\$	24.55%	\$	26,856	\$	-22.81%
Sun Suites	\$	14,012	\$	22.43%	\$	12,376	\$	-11.68%	\$	14,068	\$	13.67%	\$	14,536	\$	12.74%	\$	11,807	\$	-18.77%	\$	14,777	\$	25.16%
ESA - Tollway	\$	23,800	\$	17.22%	\$	26,921	\$	13.11%	\$	23,261	\$	-13.59%	\$	23,410	\$	19.11%	\$	24,943	\$	6.55%	\$	21,081	\$	-15.48%
TownePlace Suites	\$	35,197	\$	36.08%	\$	42,080	\$	19.56%	\$	33,075	\$	-21.40%	\$	43,803	\$	26.28%	\$	36,017	\$	-17.78%	\$	17,342	\$	

# City of Plano Mesh Network

David Stephens

May 26, 2009

# Agenda

- Plano network overview
- Applications
  - Public Safety
  - Other City Services
- Benefits
- Lesson learned
- Future steps
- Video
- Questions

# Mesh Network Overview

- This objective of this project is to implement a citywide wireless mesh network
- Focused on data transport only – no voice over IP
- Allow mobile and remote connectivity for all city employees – both Public Safety and non-Public Safety
- Provide redundancy to existing land based network

# Mesh Network Overview

- Using a multi-radio system allows us to have segregated networks
  - Public Safety will use a 4.9GHz secure segment
  - Other City services will use a 2.4 GHz secure segment
- Encryption and session management via client software

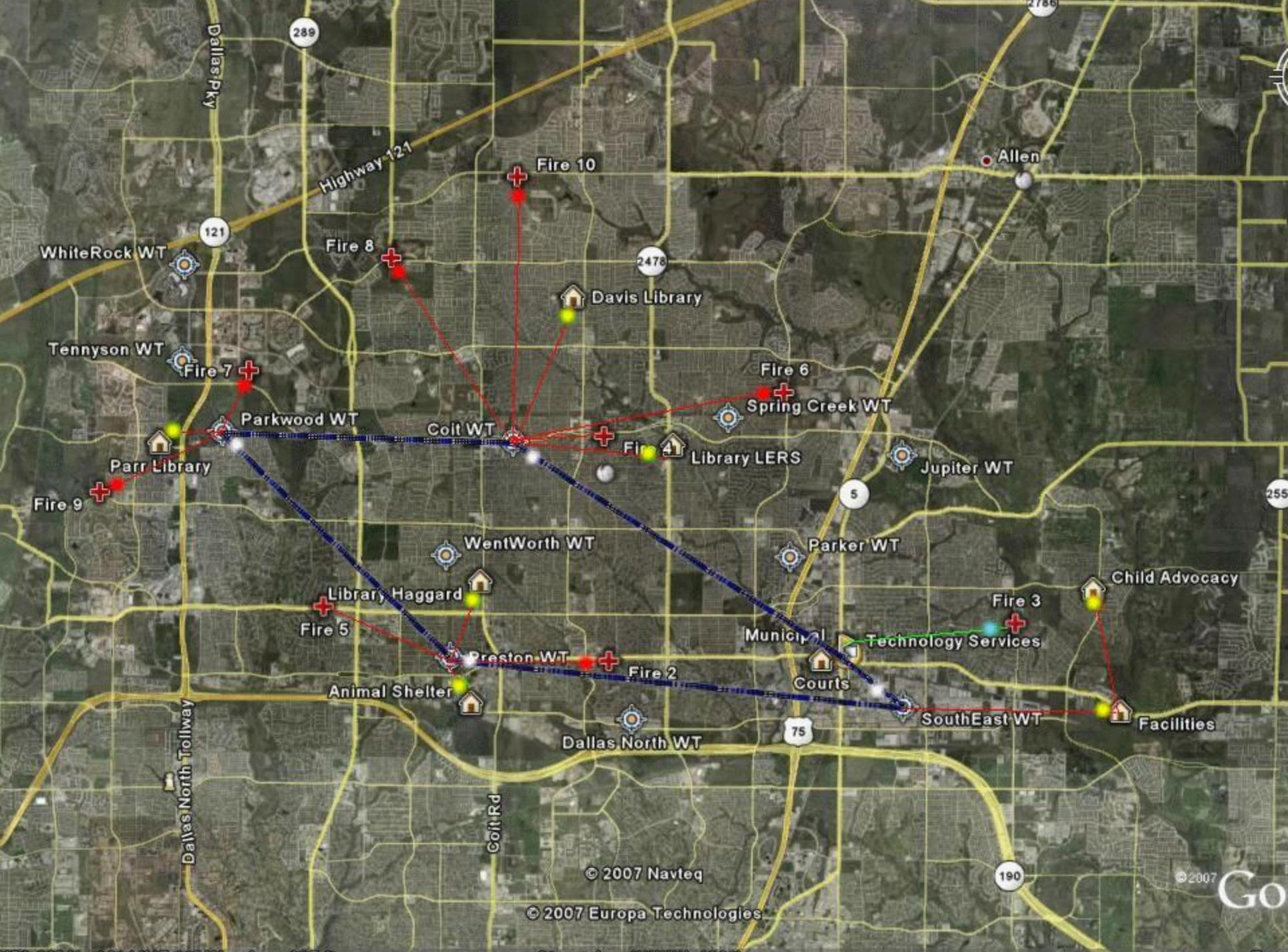
# Mesh Network Overview

- City-wide deployment planned in phases
  - Phase 1 - 19 hot spots and 2 mobility corridors - Complete
  - Phase 2 - coverage along major arterials - Complete
  - Phase 3 - in-fill of neighborhoods –Target 10/09
- Devices located on traffic control signal poles, City facilities, PISD schools, and utility poles
- Used water towers & communications towers for wireless backhaul

# Mesh Network Overview

- Target completion October 2009
- Total of 1632 devices
  - 212 IAP's (intelligent access points)
  - 1420 MWR's (mobile wireless router)
- Mesh network covers 72 square miles
  - Approximately 22.7 devices per square mile







# Public Safety Applications

- Police
  - Field Reporting
  - Digital Video Recording
  - Extension of desktop apps
    - Outlook
    - IE for intranet and selected web sites

# Public Safety Applications

- Fire
  - Transmit patient data to hospital while in route
  - Drawings of buildings
  - HazMat info

# Other City Services

- Traffic Control
  - Real time monitoring of key intersections
  - Sharing of video feeds to other agencies
- Building Inspection
  - Inspection reports
  - Building blueprints

# More City Services

- Facilities Management
  - Remotely control HVAC and other environmental controls
  - Real time access to building security
- Utility Services
  - Real time monitoring of water meters (AMR)
  - Reduced cost to upload meter info

# Benefits

- Availability
- Security
- Reliability
- Flexibility
- Cost savings
  - Utility Services – Automated Meter Reading (AMR)
    - Reducing carbon emissions
    - Accurate & timely billings

# Lesson learned

- Get all departments involved at beginning
  - Public Works / Engineering
  - Traffic
  - Facilities
- Establish internal expectations
- Identify external partners & understand their processes
  - Utility companies
  - Telecommunications companies
  - Installers

# Lessons learned

- Work with Planning department
  - New construction (i.e. tall buildings)
  - Requirements to bury utilities
- Get public involved

# Future Steps

- Flexibility
- Growth
  - Applications
    - AMR
    - Video
      - Traffic cameras
      - Surveillance cameras
  - Expand Network
    - Supplement land based network
- Collaboration with PISD about possible use of network for students

# City of Plano MotoMesh Video

# Questions?

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## Discussion/Action Items for Future Council Agendas

*May 25 – Memorial Day Holiday  
Observance at 8:30 a.m. at the Municipal Center*

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

### **June 8**

DART Report (out of sequence)

**Public Hearing:** Zoning Case 2008-74 - Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), and Subsection 3.102 (Day Care Centers) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance regarding day care centers.

**Public Hearing:** Zoning Case 2009-08 - Request to amend Planned Development-109-Retail/General Office on 14.8± acres located at the southwest corner of Park Boulevard and Alma Drive to revise the concept plan adopted for this planned development district. Zoned Planned Development-109-Retail/General Office.

**Public Hearing:** Zoning Case 2009-09 - Request to amend Section 1.600 (Definitions) of Article 1 (**General** Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations), Section 6.200 (Board of Adjustments) of Article 6 (Procedures and Administration) and related sections of the Zoning Ordinance to amend regulations for household care facilities, rehabilitation care facilities, and boarding houses; establish definitions for household, boarding houses, and permitted uses and standards; and to establish a process for reasonable accommodation of housing for persons with disabilities.

**Public Hearing:** Amendments to the Thoroughfare Standards Rules and Regulations - Request to amend the Thoroughfare Standards Rules and Regulations. The potential amendments include revised roadway design, access, and visibility geometric standards, and revised references to the Zoning Ordinance and Transportation Element of the Comprehensive Plan.

*June 5 – 7, TCMA Conference, Austin*

*June 10 – City Council Retreat*

**June 22**

Mobility Report  
DART Report  
Comprehensive Monthly Financial Report

*June 27 – Oak Point Park and Nature Preserve Grand Opening, 9 a.m.*

*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 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>5/26/09</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>JM</i> 5/20/09
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>				
Presentation: Special Recognition Plaques in Appreciation of Outgoing Mayor Pat Evans and Council Members Scott Johnson and Sally Magnuson				
<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
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>5/26/09</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Planning			Initials	Date
Department Head	P. Jarrell		Assistant City Manager		
Dept Signature:	<i>P. Jarrell</i>		Deputy City Manager		
			City Manager		
Agenda Coordinator (include phone #):			<b>Tammy Stuckey, ext. 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 type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER					
<b>CAPTION</b>					
Proclamation: National Historic Preservation Month					
<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		



## 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>05/26/09</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	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i> 5/27/09	
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>				
Presentation: 2009 Outdoor Air Quality Poster Contest Winners				
<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>5/26/09</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			
Agenda Coordinator (include phone #):			<b>Sharon Wright ext. 7107</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					
<b>CAPTION</b>					
Presentation: PISD Students Traveling to Plano's Sister City, Hsinchu, Taiwan					
<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	
<b>BALANCE</b>	0	0	0	0	
<b>FUND(S):</b>					
<b>COMMENTS:</b>					
<b>SUMMARY OF ITEM</b>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
May 11, 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 Pro Tem Callison called the meeting to order at 5:12 p.m., Monday, May 11, 2009, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Mayor Evans. Mayor Pro Tem Callison 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 Pro Tem Callison reconvened the meeting back into the Preliminary Open Meeting at 6:45 p.m. in the Council Chambers where the following matters were discussed.

**Consideration and Action Resulting from Executive Session Discussion:  
Personnel – Appointments to Boards and Commissions**

A. Heritage Commission

Upon a motion made by Council Member Magnuson and seconded by Council Member Dunlap, the Council voted 7-0 to appoint Gregory Blair Carter to a term expiring in October 2009.

**Personnel – Appointments to Boards and Commissions**

A. Animal Shelter Advisory Committee

Upon a motion made by Council Member Miner and seconded by Council Member Jackson the Council voted 7-0 to move Dr. Karen Dubrow to a Citizen position on the board and to move Pylar Pinkston to the Animal Welfare Organization Representative position.

B. Cultural Affairs Commission

Upon a motion made by Council Member Magnuson and seconded by Deputy Mayor Pro Tem LaRosiliere, the Council voted 7-0 to appoint Allen B. Safir, OD as a member with a term expiring in October 2010.

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

No items were discussed.

**Consent and Regular**

City Manager Muehlenbeck requested Consent Agenda Item “O,” an ordinance to repeal Ordinance No. 2009-2-14, entitled “Health Categories and Fees”; and replacing with an ordinance, to provide the addition of Industrial User Fees for permitted industries be pulled.

Council Member Dunlap requested Consent Agenda Item “D,” Bid No. 2009-86-C for Auto & Truck Non-OEM Parts to O’Reilly Auto Parts in the estimated annual amount of \$100,000. be removed for individual consideration due to a possible conflict of interest.

Nothing further was discussed. Mayor Pro Tem Callison adjourned the Preliminary Meeting at 6:47 p.m.

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**Jean Callison, MAYOR PRO TEM**

ATTEST:

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL**  
**May 11, 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 Pro Tem Callison convened the Council into the Regular Session on Monday, May 11, 2009, at 7:00 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Mayor Evans.

The invocation was led by Reverend Shannon Grubbs of First Christian Church - Plano. The Pledge of Allegiance was led by Jr. Girl Scout Troop 68.

Mayor Pro Tem Callison presented proclamations recognizing the 2009 Paul L. Standberry Scholarship Award winners; Public Service Recognition Week – 2009; and the 2009 Employee of the Year – Joan Shopoff. City of Frisco Mayor Maso presented a proclamation recognizing Mayor Evans' service.

Mayor Pro Tem Callison administered an oath of office to David M. O'Dens for the Civil Service Commission and presented a Certificate of Appreciation to A. Basit Siddiqui for his service on the Cultural Affairs Commission.

**COMMENTS OF PUBLIC INTEREST**

Citizen of Plano Jay Cooper spoke regarding a water utility deposit and subsequent disconnection of service resulting in fines and requested an agenda item.

**CONSENT AGENDA**

Staff requested that Consent Agenda Item "O" be pulled and held.

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

Upon a motion made by Deputy Mayor Pro Tem LaRosiliere and seconded by Council Member Dunlap, the Council voted 7-0 to approve and adopt all remaining items on the agenda as recommended and as follows:

**Approval of Minutes** (Consent Agenda Item "A")  
April 27, 2009

**Approval of Expenditures**

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

**Bid No. 2009-91-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, Hedgcoxe 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. (Consent Agenda Item "B") [See Exhibit (A)]

**Bid No. 2009-86-C** for Auto & 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. (Consent Agenda Item "C") [See Exhibit (B)]

**Purchase from an Existing Contract**

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. (Consent Agenda Item "E")

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. (Consent Agenda Item "F")

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). (Consent Agenda Item "G")

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

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. (Consent Agenda Item "H")

**Adoption of Resolutions**

**Resolution No. 2009-5-1(R):** 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. (Consent Agenda Item "I")

**Resolution No. 2009-5-2(R):** 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. (Consent Agenda Item "J")

**Resolution No. 2009-5-3(R):** To approve the Investment Portfolio Summary for the quarter ending March 31, 2009; and providing an effective date. (Consent Agenda Item "K")

**Resolution No. 2009-5-4(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 Invensys Systems, Inc., a Massachusetts corporation; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "L")

**Resolution No. 2009-5-5(R):** 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. (Consent Agenda Item "M")

**Resolution No. 2009-5-6(R):** 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. (Consent Agenda Item "N")

**Adoption of Ordinances**

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. (Consent Agenda Item "O") (Item pulled and held.)

**Ordinance No. 2009-5-7:** 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. (Consent Agenda Item "P")

**Ordinance No. 2009-5-8:** 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. (Consent Agenda Item "Q")

**Ordinance No. 2009-5-9:** 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. (Consent Agenda Item "R")

**Ordinance No. 2009-5-10:** 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. (Consent Agenda Item "S")

**END OF CONSENT**

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

**Bid No. 2009-101-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. (Consent Agenda Item "D") [See Exhibit (C)]

Upon a motion made by Council Member Magnuson and seconded by Council Member Miner, the Council voted 6-0 to approve Bid No. 2009-101-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.

Council Member Dunlap resumed his place at the bench.

**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 (RFQ #208-55B) and authorizing the City Manager to execute all necessary documents (Tabled 4/27/09). (Regular Agenda Item "1")

Upon a motion made by Council Member Miner and seconded by Council Member Johnson, the Council voted 7-0 to remove the item from the table.

City Manager Muehlenbeck spoke to original construction of the course in 1972 and the need for updates to the greens, t-boxes and cart barn using funds from a previous bond referendum to prepare design documents.

Upon a motion made by Deputy Mayor Pro Tem LaRosiliere and seconded by Council Member Magnuson, the Council voted 7-0 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 (RFQ #208-55B).

**Resolution No. 2009-5-11(R):** 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. (Regular Agenda Item "2")

Director of Finance Tacke advised that Symon Communications, Inc. would occupy no less than 2,100 square feet of office space and retain, transfer or create 80 full-time jobs by June 1, 2009. She advised that the terms of the agreement run from June 1, 2009 – April 30, 2014 for a grant in the amount of \$65,000.

**Resolution No. 2009-5-11(R) (cont'd)**

Upon a motion made by Council Member Magnuson and seconded by Council Member Miner, the Council voted 7-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Symon Communications, Inc., a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2009-5-11(R).

**Public Hearing and adoption of Resolution No. 2009-5-12(R)** 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. (Regular Agenda Item “3”)

Neighborhood Services Manager Day spoke to the resolution permitting the City to receive additional funding to provide for homelessness prevention and a rapid re-housing program.

Mayor Pro Tem Callison 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 Miner and seconded by Council Member Jackson, the Council voted 7-0 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; and further to adopt Resolution No. 2009-5-12(R).

**Resolution No. 2009-5-13(R):** 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. (Regular Agenda Item “4”)

Upon a motion made by Council Member Miner and seconded by Council Member Johnson, the Council voted 7-0 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; and further to adopt Resolution No. 2009-5-13(R).

**Public Hearing and adoption of Ordinance No. 2009-5-14 as requested in Zoning Case 2009-02** 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 (Regular Agenda Item “5”)

**Ordinance No. 2009-5-14 (cont'd)**

Director of Planning Jarrell advised that this request would add a requirement for developers of commercial and multi-family projects to provide a water budget estimating ultimate use. She advised that the requirement will not set limitations but be used as an educational tool and further that the Planning and Zoning Commission recommended amendment 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 items:

(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:

$$\underline{LWR = RTM \times [(ET \times K) - R] \times A/C}$$

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%)

**Ordinance No. 2009-5-14 (cont'd)**

A = Area of hydrozone in square feet.

C = Conversion factor resulting in gallons per year.  
Use 1.604

Ms. Jarrell responded to Council Member Dunlap regarding approaches taken by different cities and Plano Landscape Architect Haas spoke to additional design time of one-half hour for typical projects. He spoke to the ability to determine conservation needs based on the data provided.

Mayor Pro Tem Callison 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 LaRosiliere, the Council voted 7-0 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; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2009-02 and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2009-5-14.

**Public Hearing and adoption of Ordinance No. 2009-5-15 as requested in Zoning Case 2009-04** 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 (Regular Agenda Item "6")

Chief Building Official Mata advised that the Planning and Zoning Commission recommended 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>

Term	Definition
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 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 12 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.

**Ordinance No. 2009-5-15 (cont'd)**

(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.

**Ordinance No. 2009-5-15 (cont'd)**

- (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.

**Ordinance No. 2009-5-15 (cont'd)**

**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.	

**Ordinance No. 2009-5-15 (cont'd)**

**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
<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:	
Maximum Height	Five feet
Maximum Size	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	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.	

**Ordinance No. 2009-5-15 (cont'd)**

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.	

**Ordinance No. 2009-5-15 (cont'd)**

**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.	

**Ordinance No. 2009-5-15 (cont'd)**

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)	

**Ordinance No. 2009-5-15 (cont'd)**

**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
<del>Maximum Size of Copy Area</del>	<del>20 square feet</del>

<b>General Business/Institution Signs</b>	
Maximum Height	12 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:	
Maximum Height	Five feet
Maximum Size	50 square feet
<del>Maximum Size of Copy Area</del>	<del>N/A</del>

<b>Identification Signs</b>	
Maximum Height	12 feet
Maximum Size	125 square feet
<del>Maximum Size of Copy Area</del>	<del>100 square feet</del>

<b>Institutional Signs</b>	
Maximum Height	12 feet
Maximum Size	45 square feet
<del>Maximum Size of Copy Area</del>	<del>30 square feet</del>

<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:

**Ordinance No. 2009-5-15 (cont'd)**

<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 facade.~~

<b>Apartment Signs</b>	
Maximum Height	Eight feet
Maximum Size	35 square feet
Maximum Size of Copy Area	20 square feet

*2-19*

**Ordinance No. 2009-5-15 (cont'd)**

<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

**Ordinance No. 2009-5-15 (cont'd)**

<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

**Ordinance No. 2009-5-15 (cont'd)**

<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.

Mr. Mata spoke to creation of a definition for light pole banners permitted in residential and non-residential zoning districts with a limited number and size and a non-commercial message. He responded to Council Member Dunlap that the size of 15.5 square feet was chosen as it represents the typical size on the market and Staff verification that poles would be able to sustain wind loads as part of the permitting process. Mr. Mata responded to Council Member Miner advising that due to differences in holiday celebrations, the timeframes for display are discretionary. He spoke to the significant changes and administrative challenges that will be experienced when implementing revisions to wall signs allowing property managers to determine their size and location. Council Member Dunlap stated concern regarding the use of parapets to increase sign height and Mr. Mata spoke to their review. Mr. Mata advised regarding multi-story office wall signs and advised the numbers would remain consistent no matter the building height.

Mr. Mata spoke to electronic message reader boards and responded to Council regarding consideration of a timeframe for messages. The Council spoke to limiting displays to eight seconds in order to mirror state regulations. Mr. Mata responded to City Manager Muehlenbeck stating that electronic displays similar to those in Dallas' Victory Park would be prohibited due to the time limitations and their installation on walls rather than poles/monuments. He spoke to revisions to directional signs, monument signs, institutional signs, murals and directional signs. Mr. Mata advised that a proposed change to banners (contained in the Code of Ordinances) would allow placement three times per year for six weeks.

Mayor Pro Tem Callison 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 Johnson, the Council voted 7-0 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 as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2009-04 with revision to electronic

**Ordinance No. 2009-5-15 (cont'd)**

message boards [Section 3.1603(7)(a)] allowing for a eight-second display and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2009-5-15 with revision.

**Public Hearing and adoption of Ordinance No. 2009-5-16** 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 (Regular Agenda Item "7")

Chief Building Official Mata advised that the Planning and Zoning Commission recommended approval 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)

Mayor Pro Tem Callison 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 Jackson and seconded by Council Member Magnuson, the Council voted 7-0 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; as recommended by the Planning and Zoning Commission providing a repealer clause, a severability clause, a penalty clause, a publication clause, and an effective date; and further to adopt Ordinance No. 2009-5-16.

**Public Hearing and adoption of Ordinance No. 2009-5-17 as requested in Zoning Case 2009-06** 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 (Regular Agenda Item "8")

Director of Planning Jarrell advised that the Planning and Zoning Commission recommended approval as submitted.

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

**Ordinance No. 2009-5-17 (cont'd)**

Upon a motion made by Council Member Magnuson and seconded by Council Member Johnson, the Council voted 7-0 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; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2009-06 and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2009-5-17.

There being no further discussion, Mayor Pro Tem Callison adjourned the meeting at 8:10 p.m.

\_\_\_\_\_  
**Jean Callison, MAYOR PRO TEM**

ATTEST:

\_\_\_\_\_  
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>5/11/09</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation			Initials
Department Head	Amy Fortenberry	Assistant City Manager		Date
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 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>
Budget		200,902	3,493,098	100,000
Encumbered/Expended Amount		-200,902	-109,862	0
This Item		0	-746,265	0
BALANCE		0	2,636,971	100,000
TOTALS <b>3,794,000</b> <b>-310,764</b> <b>-746,265</b> <b>2,736,971</b>				
FUND(S): <b>PARK FEE PROGRAM &amp; PARK IMPROVEMENT CIP</b>				
COMMENTS: 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.				
STRATEGIC PLAN GOAL: 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.				

*bet*



**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	Date
Department Head	Mike Ryan				
Dept Signature:				Assistant City Manager	<i>JR</i> 4-24-09
				Deputy City Manager	<i>JR</i> 4-24-09
				City Manager	<i>JR</i> 4-24-09
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>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	2,050,174	0	2,050,174
Encumbered/Expended Amount		0	-1,086,092	0	-1,086,092
This Item		0	-100,000	0	-100,000
BALANCE		0	864,082	0	864,082
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		

A-26

*CT*



**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>DF</i>		Initials	Date	
Department Head	Alan Upchurch		Assistant City Manager		
Dept Signature:	<i>Alan Upchurch</i>		Deputy City Manager <i>[Signature]</i>		
Agenda Coordinator (include phone #):		Margie Stephens (X4104)			

**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>
<b>BALANCE</b>	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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*dt*  
*a-27*



**PLANO CITY COUNCIL  
SPECIAL CALLED MEETING  
MAY 18, 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

**Council Members Elected**

Phil Dyer, Mayor  
Ben Harris  
Lissa Smith  
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 5:05 p.m., Monday, May 18, 2009, in the Council Chambers of the Municipal Center, 1520 K Avenue. All Council Members were present. The following matters were discussed.

Mayor Evans was recognized for her service by the Arts of Collin County Commission, Inc.

**Resolution No. 2009-5-18(R)** to canvass the results of a bond election held in the City on May 9, 2009; resolving other matters related thereto; and providing an effective date. (Agenda Item No. I)

City Secretary Zucco read the number of votes received by for and against each proposition at each precinct along with the sum total of votes.

**Resolution No. 2009-5-18(R) cont'd**

Upon completion of the canvass, Council Member Johnson stated that the election returns of the Special Called Election have been canvassed and that all votes are accounted for as certified by the Elections Administrator of Collin County, with a total of 9,150 City ballots cast and further made a motion to adopt a resolution to approve the canvass of the results of a bond election held in the City on May 9, 2009; resolving other matters related thereto; and providing an effective date; and further to adopt Resolution No. 2009-5-18(R). Council Member Magnuson seconded the motion and the Council voted 8-0. The motion carried.

**Resolution No. 2009-5-19(R)** to canvass the election returns of the General Election of May 9, 2009, for the election of four members of Council (Places 2, 4, 6 (Mayor) and 8) for a term of three years; declaring the results; and resolving other matters on the subject. (Agenda Item No. II)

City Secretary Zucco read the number of votes received by each candidate at each precinct along with the sum total of votes.

Upon completion of the canvass, Council Member Johnson stated that the election returns of the General Election have been canvassed and that all votes are accounted for as certified by the Elections Administrator of Collin County, with a total of 9,150 City ballots cast and further made a motion to adopt a resolution to approve the canvass of General Election returns of May 9, 2009, and declaring that Ben Harris was elected to Place Two, Lissa Smith was elected to Place Four, Phil Dyer was elected to Place Six (Mayor) and Lee Dunlap was elected to Place Eight for a period of three years; and further to adopt Resolution No. 2009-5-19(R). Council Member Magnuson seconded the motion and the Council voted 8-0. The motion carried.

Mayor Evans and Council Members Johnson and Magnuson congratulated the newly elected Council Members and spoke to passage of the bond propositions which provide the tools necessary to continue to grow, improve and maintain the City of Plano. Mayor Evans thanked voters for their support and spoke to the honor of serving the community.

**Oaths of Office for newly-elected Council Members**

City Secretary Zucco administered the oath of office to elected Mayor Phil Dyer and Mayor Evans presented him with his Certificate of Election. Ms. Zucco administered oaths of office to elected Council Members Harris, Smith, and Dunlap and Mayor Dyer presented them with their Certificates of Election after which time they assumed their seats at the dais.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 5:40 p.m.

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

ATTEST

\_\_\_\_\_  
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>5/26/2009</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Assistant City Manager		
Dept Signature:	<i>Aimee Storm</i>	Deputy City Manager	<i>[Signature]</i>	5/15/09
		City Manager	<i>[Signature]</i>	5/18/09
Agenda Coordinator (include phone #): <b>Aimee Storm Ext 7248</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 EXISTING CONTRACT				
<b>CAPTION</b>				
Award/Rejection of Competitive Sealed Proposal No. 2009-102-C, Annual contract for Summer Arts Program to Art Centre of Plano in the estimated annual amount of \$57,000.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" 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>
Budget			57,000	0
Encumbered/Expended Amount				0
This Item		0	-57,000	0
BALANCE		0		0
FUND(S): <b>SUMMER ARTS PROGRAM</b>				
<b>COMMENTS:</b> Funds are included in the 2008-09 adopted budget to provide a Summer Arts Program utilizing The City of Plano CSP # 2009-102-C.				
<b>STRATEGIC PLAN GOAL:</b> Providing an annual contract for Summer Arts Programs for the Art Centre of Plano relates to the City's Goal of "Service Excellence".				
<b>SUMMARY OF ITEM</b>				
Annual Contract with Renewals-				
Staff recommends the Competitive Sealed Proposal of Art Centre of Plano, in the estimated annual amount of \$57,000 for the purchase of our Summer Arts Program, be accepted as the best value, conditioned upon a timely execution of any necessary contract documents. This will establish an annual fixed price contract, with three optional one-year renewals.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Recommendation memorandum and CSP Recap				

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## Memorandum

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**Date:** April 23, 2009  
**To:** Aimee Storm, Purchasing  
**From:** Jim Wear  
**Subject:** Recommendation on Summer Arts Program Contractor for 2009

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This is in reference to the CSP Recap you sent me earlier this week regarding CSP 2009-102-C Summer Arts Program. I recommend that the bid be awarded to The Art Center of Plano. The approximate amount to be awarded is \$57,000.

# CITY OF PLANO

## CSP NO. 2009-102-C FOR SUMMER ARTS PROGRAM CSP RECAP

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**CSP opening Date/Time:** April 8, 2009 @ 3:30 PM

**Number of Vendors Notified:** 486

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

<b><u>Number of Proposals Submitted:</u></b>		<b><u>Total Weighted Score</u></b>
Art Center of Plano	2	4.38
Plano Children's Theater		3.47

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

**Recommended Vendor(s):**

Art Center of Plano

*Aimee Storm*

April 21, 2009

\_\_\_\_\_  
Aimee Storm, 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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>5/26/2009</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Assistant City Manager		
Dept Signature:	<i>Deane Palmer</i>	Deputy City Manager	<i>[Signature]</i>	5/15/09
		City Manager	<i>[Signature]</i>	5/18/09
Agenda Coordinator (include phone #):		<b>Aimee Storm Ext 7248</b>		
<b>ACTION REQUESTED:</b> <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 EXISTING CONTRACT				
<b>CAPTION</b>				
Award/Rejection of Competitive Sealed Proposal No. 2009-94-C, Annual contract for Median and Right of Way Landscape Maintenance to VMC Landscape Services in the estimated annual amount of \$250,000.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" 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			1,151,259	0
Encumbered/Expended Amount			-555,999	0
This Item		0	-250,000	0
BALANCE		0	345,260	0
<b>FUND(S):    PARKS AND RECREATION</b>				
<b>COMMENTS:</b> Funds are included in the 2008-09 adopted budget to provide Median and Right of Way Landscape Services for Parks and Recreation Department utilizing The City of Plano CSP # 2009-94-C. <b>STRATEGIC PLAN GOAL:</b> Providing an annual contract for Landscape Services for Parks and Recreation Department related to the City's Goal of "Service Excellence".				
<b>SUMMARY OF ITEM</b>				
Annual Contract with Renewals-				
Staff recommends the Competitive Sealed Proposal of VMC Landscape Maintenance, in the estimated annual amount of \$250,000 for the purchase of Median and Right of Way Landscape Maintenance, be accepted as the best value, conditioned upon a timely execution of any necessary contract documents. This will establish an annual fixed price contract, with three optional one-year renewals				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Recommendation memorandum and CSP Recap				

# MEMO

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**TO:** PURCHASING DEPARTMENT, AIMEE STORM  
**FROM:** MATTHEW SIMMONS, PARKS FIELD SERVICES SUPERVISOR  
**DATE:** 5/14/2009  
**RE:** **AWARD RECOMMENDATION 2009-94-C MEDIAN AND RIGHT OF WAY  
LANDSCAPE MAINTENANCE**

---

It is the recommendation of Parks and Recreation Department to award **CSP for MEDIAN AND RIGHT OF WAY LANDSCAPE MAINTENANCE to VMC**. VMC appears capable of meeting the requirements of the aforementioned maintenance contract. As stated in the CSP documentation, this contract is to be awarded as a competitive sealed proposal based on the owners evaluation of the vendors total price of all proposal options, owner's assessment of the Proposers reputation and capability to perform on properties of like size and type, and owner's evaluation of the Proposer's equipment inventory and the capabilities of this inventory to perform the work contained in this proposal as specified. Please see the attached documents developed during the Department award recommendation process. As shown in the evaluation recap, VMC received the highest overall evaluation score with a total of 4.12.

Please review and begin the necessary steps for award of this proposal.

Attachments:  
Vendor Evaluation Recap 2009-94-C



## Request for Qualifications No. 2009-94-C

### CSP for MEDIAN AND RIGHT OF WAY LANDSCAPE MAINTENANCE

#### RECAP

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**Opening Date/Time:** April 23, 2009 @ 3:30pm

<u>Responses Received:</u>	<u>Total Weighted Score</u>
VMC Landscape Services	4.12
Texas Tree Turf Co.	3.45
Complete Landsculpture	3.39
SLM Landscaping and Maintenance Inc	3.27
Forest Hills Lawn Services Inc	3.18
Eagle Landscape	3.07
Dyna-mist	3.06
Weisz Selection, Inc	2.96
Lawn and Landcare Services Company LLC	2.90
Sunterra Landscape Services	2.62
Superscapes Landscapes and Lawn	2.57

#### Recommended Vendor:

**VMC Landscape Services** is the recommended vendor for this award with a Total Weighted Score of 4.12.

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

*Aimee Storm*

Aimee Storm, Buyer

*May 12, 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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>5/26/09</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Works Administration / David Falls			
Department Head	Mike Ryan	Assistant City Manager	<i>[Signature]</i>	Date: 5/17/09
Dept Signature:	<i>[Signature]</i>	Deputy City Manager	<i>[Signature]</i>	5/14/09
		City Manager	<i>[Signature]</i>	5/19/09
Agenda Coordinator (include phone #): <b>Nancy Corwin (X7137)</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>				
<b>Award, Rejection of Bids/Proposals, Bid No. 2009- 99 - C, Annual Contract for Concrete Mix to RediMix Concrete, LLC a US Concrete Company in the amount of \$257,100.00.</b>				
<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	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): <b>GENERAL FUND, WATER &amp; SEWER FUND, MUNICIPAL DRAINAGE FUND</b>				
<b>COMMENTS:</b> This item approves the concrete contract expenditures in the estimated annual amount of \$257,100, based on expected usage. Expenditures will be made in the Streets, Drainage, and Utility Cut Operations Cost Centers within the approved budget appropriations for each year of the contract.				
<b>STRATEGIC PLAN GOAL:</b> Contracts for the purchase of Concrete Mix relate to the City's Goal of "Service Excellence".				
<b>SUMMARY OF ITEM</b>				
Staff recommends the bid for the Annual Fix Price Contract for Concrete Mix to Redi-Mix Concrete, LLC a US Concrete Company in the estimated amount of \$257,100.00, be accepted as the lowest responsible bid, conditioned upon timely execution of all necessary documents.				
Annual contract with renewals.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Tabulation, Award Recommendation				

**Nancy Corwin**

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**From:** Billy Clay  
**Sent:** Wednesday, May 06, 2009 7:44 AM  
**To:** Nancy Corwin  
**Subject:** memo (2).doc



*P.O. Box 860358  
Plano, Texas 75086-0358  
972-769-4140  
Fax No. 972-769-4172*

**MEMORANDUM**



**DATE:** May 6, 2009

**TO:** Nancy Corwin

**FROM:** Billy Clay Streets and Drainage Assistant Superintendent

**SUBJECT:** Bid 2009-99-C

We are recommending award of this proposal for Concrete Mix to go to Redi Mix for being the Lowest Responsive, Responsible Bidder meeting specifications.

d-2

# CITY OF PLANO

## BID NO. 2009-99-B CONCRETE MIX BID TABULATION CORRECTED

Bid opening Date/Time: April 20, 2009 @ 3:00pm

Number of Bids Submitted: 2

COMPANY NAME	Total Base Bid	Alternate 1	Alternate 2
Redi-Mix Plano pickup	\$257,100.00	\$246,250.00	None
Redi-Mix Plano delivered	\$286,850.00	\$275,250.00	None
Redi-Mix Allen delivered	\$97,250.00	\$93,250.00	None
Logans Marketing Plano pickup	\$271,700.00	None	None
Logans Marketing Plano delivered	\$300,700.00	None	None
Logans Marketing Allen delivered	\$102,000.00	None	None

*Nancy Corwin*

Nancy Corwin, Buyer

*April 20, 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>5/26/09</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Public Works & Engineering	Initials	Date		
Department Head	Alan Upchurch	Assistant City Manager			
Dept Signature:	<i>Alan Upchurch</i>	Deputy City Manager	<i>[Signature]</i>	5-15-09	
		City Manager	<i>[Signature]</i>	5/15/09	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5387.1		
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 for Bid No. 2009-108-B for McDermott Road at Robinson Road Intersection Improvements to JRJ Paving, L.P. in the amount of \$301,335.					
<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		0	317,000	0	<b>317,000</b>
Encumbered/Expended Amount		0	-14,364	0	<b>-14,364</b>
This Item		0	-301,335	0	<b>-301,335</b>
BALANCE		0	1,301	0	<b>1,301</b>
<b>FUND(S): STREET IMPROVEMENT CIP</b>					
<b>COMMENTS:</b> Funds are included in the 2008-09 Street Improvement CIP. This item, in the amount of \$301,335, will leave a current year balance of \$1,301 for the McDermott-Robinson Intersection Improvements project. <b>STRATEGIC PLAN GOAL:</b> Intersection improvements relate to the City's Goal of Safe, Efficient Travel.					
<b>SUMMARY OF ITEM</b>					
Staff recommends rejection of the low base bid of Procon Paving & Construction, Inc., in the amount of \$279,122.65, and the acceptance of the second low bid (Alternate No. 2 - low emission green cement specification) of JRJ Paving, L.P. in the amount of \$301,334.82.  Procon Paving & Construction, Inc. has no demonstrated experience on municipal street paving construction projects.  The Engineer's estimate was \$464,100.  The project consists of construction of paving improvements to complete the intersection of McDermott Road at Robinson Road to a median divided roadway on McDermott Road.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Summary		N/A			
Location Map					

**BID SUMMARY  
FOR  
CITY OF PLANO, TEXAS**

**McDERMOTT ROAD AT ROBINSON ROAD  
INTERSECTION IMPROVEMENTS  
PROJECT No. 5387.1**

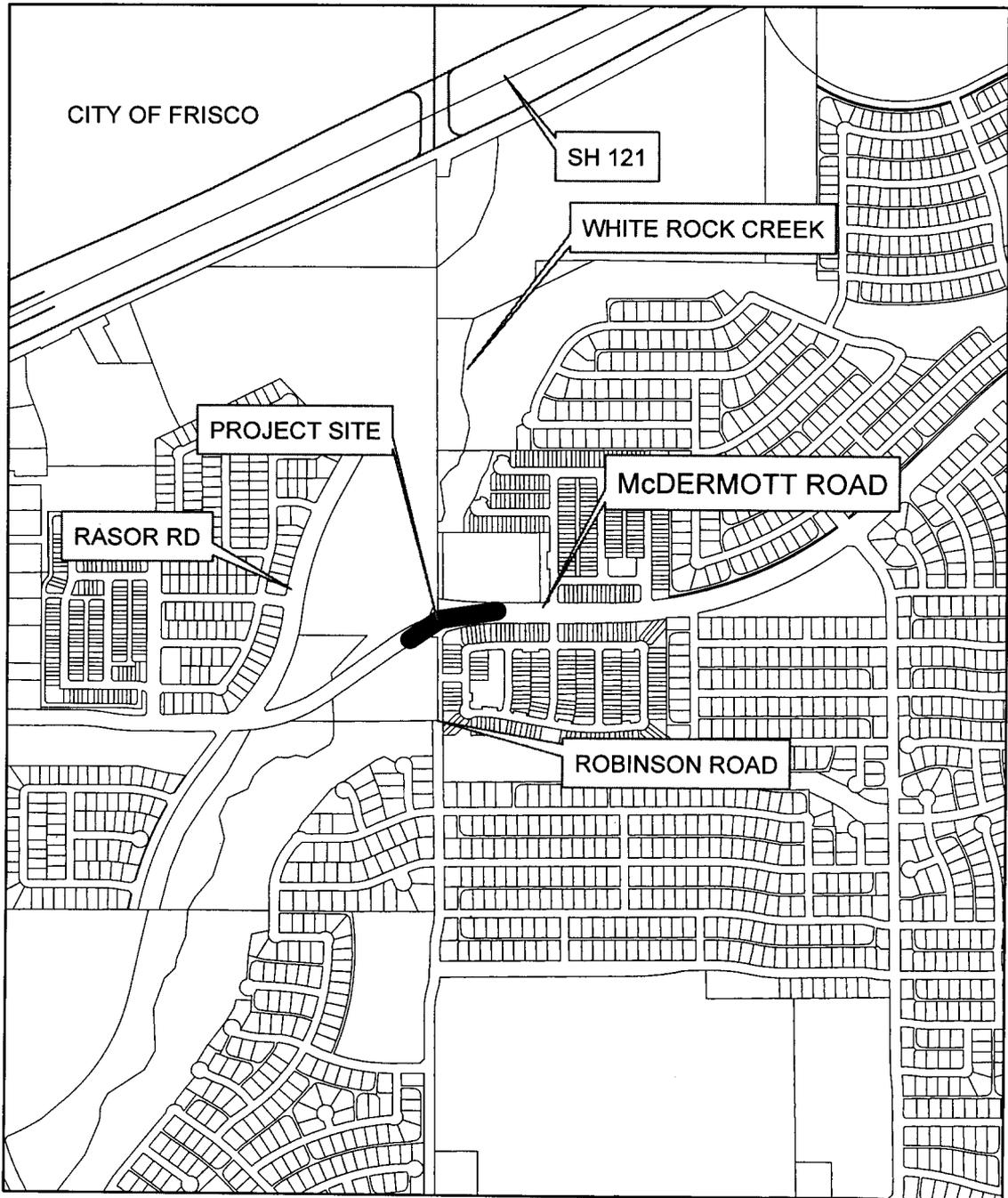
**BID No. 2009-108-B  
3:00 PM, THURSDAY, APRIL 30, 2009**

ENGINEER'S COST ESTIMATE = \$ 464,100

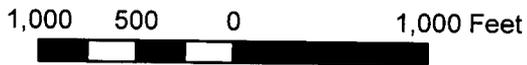
	<u>BIDDER</u>	<u>AMOUNT</u>
1	ProCon Paving & Construction, Inc. Base Bid	\$ 279,122.65
	Alt. 1 Total	\$ 279,122.65
	Alt. 2 Total	\$ 287,171.55*
2	JRJ Paving, LP Base Bid	\$ 301,334.82
	Alt. 1 Total	\$ 301,334.82
	Alt. 2 Total	\$ 301,334.82
3	McMahon Contracting, LP Base Bid	\$ 330,273.40
	Alt. 1 Total	\$ 330,273.40*
	Alt. 2 Total	\$ 335,553.40*
4	Jim Bowman Construction Co., LP Base Bid	\$ 334,979.69
	Alt. 1 Total	\$ 334,979.69
	Alt. 2 Total	\$ 339,775.84
5	J&T Excavating Base Bid	\$ 370,791.25
	Alt. 1 Total	\$ 366,161.25
	Alt. 2 Total	\$ 370,791.25
	* Corrected Total	

# McDERMOTT ROAD AT ROBINSON ROAD INTERSECTION IMPROVEMENTS

PROJECT No. 5387.1



CITY OF PLANO  
PUBLIC WORKS & ENGINEERING DEPT.



1 inch equals 1,000 feet





**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>5/26/09</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>RL</i> 5-15-09
				City Manager	<i>[Signature]</i> 5/15/09
Agenda Coordinator (include phone #):		<b>Irene Pegues (7198)</b> <i>[Signature]</i>		<b>Project No. 5789</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 of Bid for Bid No. 2009-105-B for Ridgeview Drive from Independence Parkway to Coit Road to Jim Bowman Construction Company L.P. in the amount of \$890,177.					
<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	108,407	2,025,593	0	<b>2,134,000</b>	
Encumbered/Expended Amount	-108,407	-41,383	0	<b>-149,790</b>	
This Item	0	-890,177	0	<b>-890,177</b>	
BALANCE	0	1,094,033	0	<b>1,094,033</b>	
<b>FUND(S): STREET IMPROVEMENT CIP</b>					
<b>COMMENTS:</b> Funds are included in the 2008-09 Street Improvement CIP. This item, in the amount of \$890,177, will leave a current year balance of \$1,094,033 for the Ridgeview – Coit to Independence project.					
<b>STRATEGIC PLAN GOAL:</b> Street widening relates to the City's Goal of Safe, Efficient Travel.					
<b>SUMMARY OF ITEM</b>					
Staff recommends Alternate No. 2 bid, which is the "Green Cement Specification" of Jim Bowman Construction, LP, in the amount of \$890,176.54, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.					
The second vendor being recommended is Weir Bros., Inc., with Alternate No. 2 in the amount of \$908,960.40. Engineer's estimate was \$1,336,000.00.					
The project consists of widening from four (4) lanes to six (6) lanes, landscaping and irrigation improvements to Ridgeview Drive from Independence Parkway to Coit Road.					
List of Supporting Documents: Bid Tabulation Location Map			Other Departments, Boards, Commissions or Agencies N/A		

**CITY OF PLANO  
CORRECTED\* BID TABULATION  
2009-105-B  
RIDGEVIEW DRIVE FROM INDEPENDENCE PARKWAY TO COIT ROAD – PROJECT NO. 5789  
APRIL 24 2009 @ 3:00 P.M.**

<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>
JIM BOWMAN CONSTRUCTION CO. LP	YES	\$ 869,952.79	\$ 869,952.79	\$ 890,176.54
WEIR BROS., INC.	YES	\$ 898,760.48	\$ 898,760.48	\$ 908,960.48
JRJ PAVING, L.P.	YES	\$ 932,545.90*	\$ 932,545.90*	\$ 932,545.90*
MARIO SINACOLA & SONS EXCAVATING, INC.	YES	\$ 945,720.00	\$ 945,720.00	\$ 949,319.00
MCMAHON CONTRACTIN, L.P.	YES	\$ 962,062.85	\$ 962,062.85	\$ 986,392.85
TISEO PAVING CO.	YES	\$ 999,387.05	\$ 999,387.05	\$ 999,387.05
ADVANCED PAVING COMPANY	YES	\$1,120,752.40*	\$1,104,936.40*	\$1,124,706.40*
HENCIE INTERNATIONAL, INC.	YES	\$1,165,153.00	\$1,135,528.00	\$1,165,153.00
J & T EXCAVATING	YES	\$1,330,930.80	\$1,310,480.30*	\$1,337,713.30*

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

*Dianna Wike*

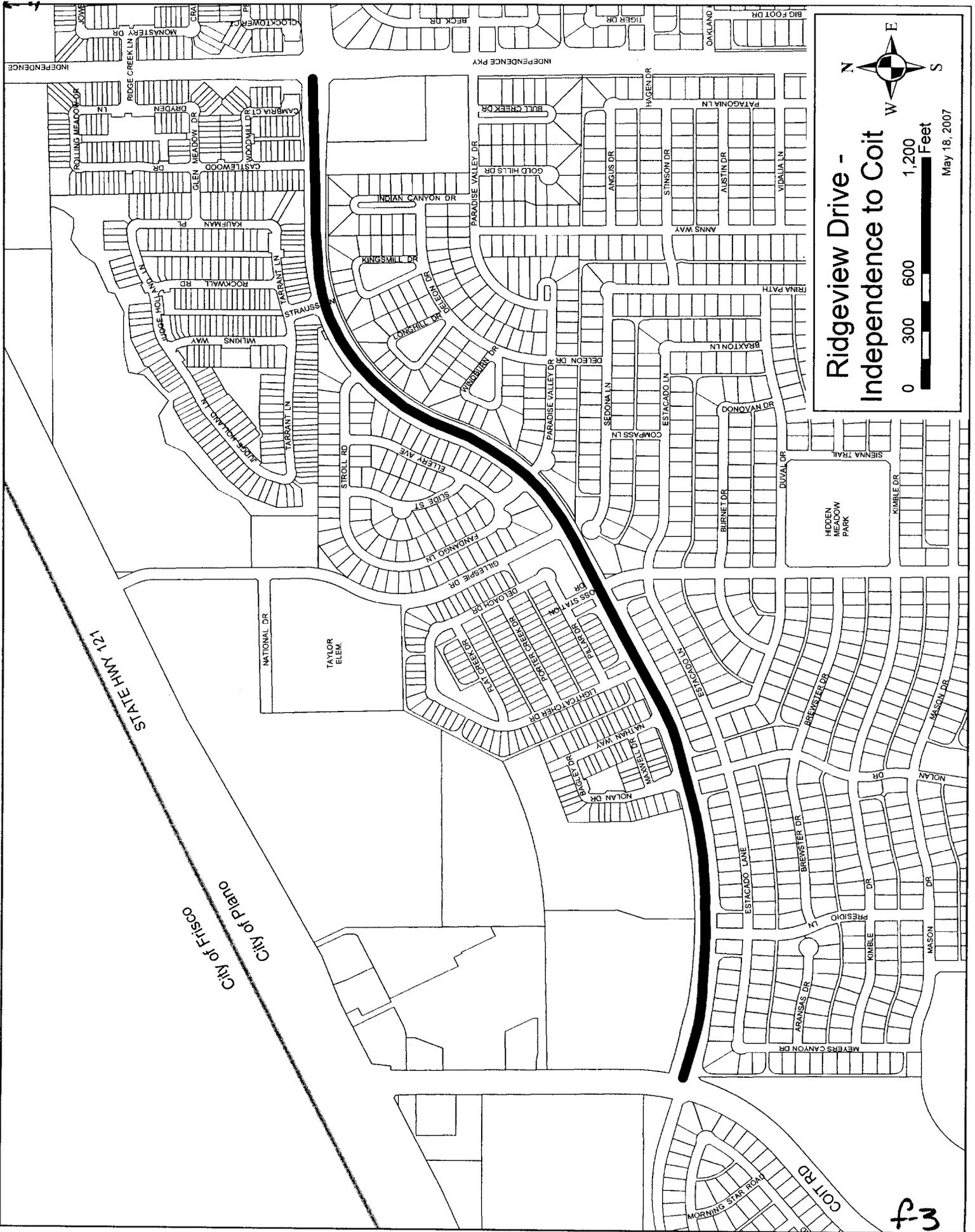
CORRECTED\* APRIL 28, 2009

Dianna Wike, Senior Buyer

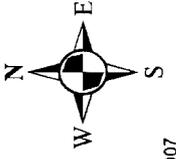
Date

**“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



# Ridgeview Drive - Independence to Coit



May 18, 2007

City of Frisco  
City of Plano

f3



**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 C.S.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>5/26/09</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> 5/15/09
			City Manager	<i>[Signature]</i> 5/19/09
Agenda Coordinator (include phone #):	<b>Irene Pegues (7198)</b>		<b>Project No. 5814.1</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 of Bid for Bid No. 2009-113-B for the Mapleshade Sanitary Sewer and Force Main to W.R. Hodgson Co., LP, in the amount of \$1,268,929.				
<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>
Budget		165,624	3,534,376	500,000
Encumbered/Expended Amount		-165,624	-2,525,580	0
This Item		0	-1,268,929	0
BALANCE		0	-260,133	500,000
<b>FUND(S): SEWER CIP</b>				
<b>COMMENTS:</b> Funds are included in the 2008-09 Sewer CIP for the Mapleshade Station & Gravity Line project. This item, in the amount of \$1,268,929, will be encumbered in this fiscal year and carry forward into the cash allocations FY 2009-10.				
<b>STRATEGIC PLAN GOAL:</b> Gravity line and force main construction relate to the City's Goals of Livable and Sustainable Community.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the base bid of W.R. Hodgson Co., LP, in the amount of \$1,268,929.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.				
The second vendor being recommended is San Saba Construction Services, Inc., in the amount of \$1,298,560.00.				
Engineer's estimate was \$1,700,000.00.				
The project consists of the construction of about 6,050 feet of 18-inch gravity sewer line and 2,000 feet of 18-inch force main along Mapleshade Drive, Ohio Drive and north of Mapleshade to the Highlands Lift Station. This project will abandon three existing lift stations.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Summary		N/A		
Location Map				

**CITY OF PLANO  
 BID TABULATION  
 2009-113-B  
 MAPLESHADE SANITARY SEWER AND FORCE MAIN – PROJECT NO. 5814.1  
 BID TABULATION**

<b>BIDDER:</b>	<b>BID BOND</b>	<b>ADD ACK</b>	<b>TOTAL BASE BID</b>	<b>ALT NO. 1 TOTAL BID</b>	<b>ALT NO. 2 TOTAL BID</b>
<b>W. R. HODGSON CO., LP</b>	<b>YES</b>	<b>YES</b>	<b>\$1,268,929.00</b>	<b>\$1,268,929.00</b>	<b>\$1,268,929.00</b>
SAN SABA CONSTRUCTION SERV, INC.	YES	YES	\$1,298,560.00	\$1,298,560.00	\$1,298,560.00
L. H. LACY COMPANY, LTD.	YES	YES	\$1,323,603.77	\$1,323,603.77	\$1,323,603.77
WRIGHT CONSTRUCTION CO., INC.	YES	YES	\$1,365,575.26	\$1,365,575.26	\$1,366,546.96
WHITEWATER CONSTRUCTION, INC.	YES	YES	\$1,367,283.00	NO BID	NO BID
NORTH TEXAS CONTRACTING	YES	YES	\$1,373,016.00	\$1,373,016.00	\$1,373,016.00
J. T. DERSNER, INC.	YES	YES	\$1,391,110.00	\$1,390,430.00	\$1,391,110.00
WILSON CONTRACTOR SERVICES, LLC	YES	YES	\$1,418,686.00	NO BID	NO BID
DOWAGER UTILITY CONSTRUCTION LTD	YES	YES	\$1,432,957.00	\$1,434,935.00	\$1,437,033.00
AUI CONTRACTORS, INC.	YES	YES	\$1,451,681.50	NO BID	NO BID
GIN-SPEN, INC.	YES	YES	\$1,484,242.00	\$1,484,242.00	\$1,491,742.00
LLANO UTILITY SERVICES, INC.	YES	YES	\$1,499,817.50	NO BID	NO BID
JOHN BURNS CONST. CO. OF TX, INC.	YES	YES	\$1,523,500.00	\$1,523,500.00	\$1,527,391.19
CRESCENT CONSTRUCTORS, INC.	YES	YES	\$1,618,915.00	\$1,618,915.00	\$1,618,915.00
DICKERSON CONST. CO., INC.	YES	YES	\$1,629,879.00	NO BID	\$1,629,885.00
MARIO SINACOLA & SONS EXC., INC.	YES	YES	\$1,761,013.00	\$1,761,013.00	\$1,761,913.50
PIPEWORKS CONSTRUCTION LLC	YES	YES	\$1,864,743.36	\$1,864,743.36	\$1,864,743.36
SABER DEVELOPMENT	YES	YES	\$1,974,799.00	NO BID	NO BID
TRI DAL CELINA, LTD.	YES	YES	\$2,088,376.34	NO BID	NO BID

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

*Dianna Wike*

Dianna Wike, Senior Buyer

May 11, 2009

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 <i>CK</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>5/26/2009</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing			Initials	Date
Department Head	Mike Ryan			Assistant City Manager	<i>[Signature]</i> 5/14/09
Dept Signature:	<i>[Signature]</i>			Deputy City Manager	<i>[Signature]</i> 5/14/09
				City Manager	<i>[Signature]</i> 5/15/09
Agenda Coordinator (include phone #):		<b>Dianna Wike x7549 or 5512</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 EXISTING CONTRACT					
<b>CAPTION</b>					
Approval of the purchase of Equipment Services Bay Area Painting in the amount of \$68,393.00 from Kellogg Brown and Root Services, Inc. through an existing contract/agreement with The Cooperative Purchasing Network (TCPN), and authorizing the City Manager or his designee to execute all necessary documents. (TCPN contract number R4895)					
<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		60,177	250,706	0	<b>310,883</b>
Encumbered/Expended Amount		-60,177	-140,776	0	<b>-200,953</b>
This Item		0	-68,393	0	<b>-68,393</b>
BALANCE		0	41,537	0	<b>41,537</b>
FUND(S): <b>CAPITAL RESERVE</b>					
COMMENTS: Funds are included in the 2008-09 Capital Reserve. This item, in the amount of \$68,393, will leave a current year balance of \$41,537 for the Equipment & Fleet Services project.					
STRATEGIC PLAN GOAL: Equipment Services bay area painting relates to the City's Goal of Service Excellence.					
<b>SUMMARY OF ITEM</b>					
Staff recommends purchase of Equipment Services Bay Area Painting from Kellogg Brown and Root Services, Inc., in the amount of \$68,393.00 conditioned upon timely execution of any necessary contract documents. 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 governments to seek competitive bids for items. (TCPN Contract Number R4895)					
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 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>5/26/09</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Assistant City Manager	<i>[Signature]</i>	5/18/2009
Dept Signature:	<i>[Signature]</i>	Deputy City Manager	<i>[Signature]</i>	5/19/09
		City Manager	<i>[Signature]</i>	5/19/09
Agenda Coordinator (include phone #): <b>Amy Powell Ext. 7342</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 EXISTING CONTRACT				
<b>CAPTION</b>				
Authorizing the purchase and installation of Raritan Solution Software for server rooms, in the amount of \$106,834.00, from M & A Technology, through an existing contract/agreement with The Cooperative Purchasing Network (TCPN) contract, and authorizing the City Manager or his designee to execute all necessary documents. (TCPN Contract No. R4721).				
<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	1,200,000	0	1,200,000
Encumbered/Expended Amount			0	
This Item	0	-106,834	0	-106,834
<b>BALANCE</b>	0	1,093,166	0	1,093,166
FUND(S): <b>TECHNOLOGY FUND (062)</b>				
<b>COMMENTS:</b> Funds are available in the 2008-09 Technology Fund budget for the purchase and installation of remote control server software for the various city server rooms and the new EOC facility.				
<b>STRATEGIC PLAN GOAL:</b> Providing business continuity in case of the loss of a command center or server relates to the City's Goal of "Service Excellence".				
<b>SUMMARY OF ITEM</b>				
Technology Services recommends Council approve the expenditure for Raritan Solution software, through M & A Technology, in an amount not to exceed \$106,834.00. This software will allow network engineers to remote in to any of the city's network servers from our network operating center in the Annex building. Price includes cost for a command center to be located at the new emergency operations center server room, providing business continuity to us in case one command center is lost. 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. (TCPN Contract No. R4721)				
List of Supporting Documents: Contract and Staff Memo		Other Departments, Boards, Commissions or Agencies		

# Interoffice Memo

**Date:** 5/11/09  
**To:** David Stephens, Director Technology Services  
**Cc:**  
**From:** Chester M. Helt, Infrastructure Manager  
**RE:** Raritan Technology Upgrade

---

We are recommending that we refresh our remote control software for our Server rooms around the City with the attached Raritan solution. This new network solution will allow our network engineers to remote to any of our servers on the network from our network operating center in the Annex building. This pricing also includes pricing for a command center to be located at the new emergency operations center server room providing business continuity to us in case we loose one of our command centers.

We recommend issuing the P.O. for this equipment to M&A Technology, Inc. a TCPN vendor, contract TCPN # R4721, for a not to exceed price of \$ 106,834.00 as shown on the attached quotations.

**CONTRACT BY AND BETWEEN  
CITY OF PLANO AND M&A TECHNOLOGY, INC  
FOR PURCHASE OF RARITAN SOLUTION SOFTWARE**

**THIS CONTRACT** is made and entered into by and between **M&A TECHNOLOGY, INC.**, whose address is 2045 Chenault Drive, Carrollton, Texas, 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 and install Raritan Solution Software, remote control server software for various City server rooms. These services shall be provided in accordance with this Contract and with The Cooperative Purchase Network (TCPN) Contract No. R4721 and Raritan Price List dated March 30, 2009, **copies 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.** This Contract consists of:

- (a) The Cooperative Purchase Network Contract (TCPN Contract No. R4721);
- (b) This Contract
- (c) M&A Technology statement of work (Exhibit "A");
- (d) Raritan Price List dated March 30, 2009
- (e) Certificate of Insurance (Exhibit "B"); and
- (f) Affidavit of No Prohibited Interest (Exhibit "C").

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 commencing upon the effective date hereof.

**III.  
PAYMENT**

Payments hereunder shall be made to Contractor following city's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total compensation under this contract shall not exceed the sum of **ONE HUNDRED SIX THOUSAND EIGHT HUNDRED THIRTY-FOUR AND 00/100 DOLLARS (\$106,834.00).**

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

**IV.  
DESCRIPTION OF SERVICES**

Contractor will provide the 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 Texas Cooperative Purchasing Network Contract TCPN R4721, or any additional contract addendums as executed by the Plano City Manager or his duly authorized designee.

**V.  
CITY CONTACT**

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

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

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

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

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

**VIII.  
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, warrant, 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) years 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.

**IX.  
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.

**X.  
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.

**XI.  
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.

**XII.  
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.

**XIII.  
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 (attached hereto as Exhibit "B").

**XIV.  
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.

**XV.  
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 "C."

**XVI.  
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.

**XVII.  
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.

**XVIII.  
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.

**IX.  
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.

**XX.  
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 H-GAC Contract No. RA-01-08 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.

**XXI.  
SUCCESSORS AND ASSIGNS**

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

**XXII.  
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.

**M&A TECHNOLOGY, INC., a**  
\_\_\_\_\_ **Corporation**

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 **M&A TECHNOLOGY, INC.**, a \_\_\_\_\_ Corporation on behalf of said \_\_\_\_\_.

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

STATE OF TEXAS           §  
                                      §  
COUNTY OF COLLIN       §

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

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



TCPN CONTRACT INFORMATION



A Service of M&A Technology

**Contract:** Computers, Components, Peripherals, Software

**Awarded Vendor:** M&A Technology

**TCPN Contract Number:** R4721 (All PO's must reference "Per TCPN Contract")

**Contract Expiration Date:** September 30, 2009

**Number of Annual Renewals:** 2

**Approved Products/Services:** Entire catalog.

**Order Placement:** This is an "E-commerce Contract" vendor which allows participating entities to send PO's directly to M&A Technology or order online via www.edubuyers.com. Please type "per TCPN Contract" in the description section for online orders.

**Pricing:** Contact vendor for pricing.

**Other:** Due Dilligence Information

**Other:**

**Online Ordering Availability:** Please type "per TCPN Contract" in the description section for online orders.

**Freight/Delivery:** Ground shipping is included in TCPN pricing.

<b>Vendor Contact:</b>	<b>Dallas area</b> Donna Shepard, VP, K-12 Sales and Operations 2045 Chenault Drive Carrollton, TX 75006 Tel: 800-225-1452 Fax: 972-490-0616 dshepard@macomp.com	<b>Houston area</b> Virginia Temple, Sr. Account Mgr. 8981 Interchange Drive Houston, TX 77054 Tel: 877-663-7222 Fax: 713-663-7472 vtemple@macomp.com	<b>San Antonio area</b> Debi Cooper, Sales & Operations Mgr. 3370 Nacogdoches, #152 San Antonio, TX 78217 Tel: 888-243-5092 Fax: 210-946-5112 dcooper@macomp.com
------------------------	---	--	---

**Vendor Website:** http://www.edubuyers.com

**Vendor MWBE/HUB Status:** Certified

**TCPN Authorizing Statutes:** Texas Government Code, Title 7. Intergovernmental Relations, Chapter 791 Interlocal Cooperation Contracts, Subchapter B, General Interlocal Contracting Authority, Subchapter C, Specific Interlocal Contracting Authority.  
Arizona Revised Statues 41-2631 et seq; 41-2632 et seq.; 15-213 et seq; A.A.C. R7-2-1101 et seq. and A.A.C. R7-2-1191 et seq.

**TCPN Order Processing:** Tel: 713-744-6356 or Toll-free: 888-884-7695  
Fax: 713-744-0648 or Toll-free fax: 800-458-0099  
Email: tcpn@tcpn.org

Print this Page

» Close



M & A Technology Inc  
2045 Chenault Drive  
Carrollton, TX 75006  
972-490-5803  
http://www.macomp.com

## Raritan Professional Services Basic centralized infrastructure management service

Installation / configuration

11 - 03-00-00-00-00

Manufacturer: Raritan Computer

Part #: SVC-DCC-BASIC

Printed On: May 1, 2009 2:20 PM CDT

### Product Description

Raritan Professional Services Basic centralized infrastructure management service includes consulting, project management, installation, configuration and CommandCenter training.

### Main Specifications

Product Description	Raritan Professional Services Basic centralized infrastructure management service - installation / configuration
Type	Installation / configuration
<b>General</b>	
Type	Installation / configuration
<b>Details</b>	
Service & Support Details	Installation Configuration Technical support - consulting Technical support - training

EXHIBIT   A    
PAGE   2   OF   9   i-11



**M & A Technology Inc**  
 2045 Chenault Drive  
 Carrollton, Texas 75006  
 United States  
<http://www.macomp.com>

**Date**  
 Apr 16, 2009 8:34 AM CDT

**Doc #**  
 15135 - rev 1 of 1

**Description**  
 None

**SalesRep**  
 Collins, Tom (P) 888-639-4438 ext.  
 404 (F) 972-490-5813

**Customer Contact**  
 Balenton, Linda  
 (P) 972-941-5210  
 lindaba@plano.gov

**Customer**  
 City Of Plano (CO3968)  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Bill To**  
 City Of Plano  
 Balenton, Linda  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Ship To**  
 City Of Plano  
 Balenton, Linda  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Customer PO:**  
 None

**Terms:**  
 Unknown

**Ship Via:**  
 UPS Ground

**Special Instructions:**  
 None

**Carrier Account #:**  
 None

**TCPN# R4721**

**City Of Plano 911**

1	Raritan Dominion KX2-216 KVM switch - PS/2 - CAT5 - 16 ports - 1 local user - 2 IP users - 1U - rack-mountable	DKX2-216	\$3,995.00	2	No	\$3,050.00	\$6,100.00
2	Raritan Guardian Support Services Gold Extended service agreement - replacement - 3 years ( from original purchase date ) - 24 h	WARDKX2-216/24A-1	\$799.00	2	No	\$750.00	\$1,500.00
3	Raritan Dominion KX2-232 KVM switch - PS/2 - CAT5 - 32 ports - 1 local user - 2 IP users - 1U - rack-mountable	DKX2-232	\$4,595.00	1	No	\$3,500.00	\$3,500.00
4	Raritan Guardian Support Services Gold Extended service agreement - replacement - 3 years ( from original purchase date ) - 24 h	WARDKX2-232/24A-1	\$919.00	1	No	\$860.00	\$860.00
5	Raritan Dominion KX II Computer Interface Module KVM extender - external	D2CIM-DVUSB	\$155.00	37	No	\$106.00	\$3,922.00

Subtotal: \$15,882.00  
 Tax (0.000%): \$0.00  
 Shipping: \$0.00  
**Total: \$15,882.00**

Prices subject to change without notice.  
 Our prices get updated daily, please update your quote to get the current prices.



**M & A Technology Inc**  
 2045 Chenault Drive  
 Carrollton, Texas 75006  
 United States  
 http://www.macomp.com

**Date**  
 Apr 16, 2009 8:52 AM CDT

**Doc #**  
 15136 - rev 1 of 1

**Description**  
 None

**SalesRep**  
 Collins, Tom (P) 888-639-4438 ext.  
 404 (F) 972-490-5813

**Customer Contact**  
 Balenton, Linda  
 (P) 972-941-5210  
 lindaba@plano.gov

**Customer**  
 City Of Plano (C03968)  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Bill To**  
 City Of Plano  
 Balenton, Linda  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Ship To**  
 City Of Plano  
 Balenton, Linda  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Customer PO:**  
 None

**Terms:**  
 Unknown

**Ship Via:**  
 UPS Ground

**Special Instructions:**  
 None

**Carrier Account #:**  
 None

Item	Description	Part #	Price	Qty	Unit	Subtotal	Tax	Shipping	Total
<b>TCPN# R4721</b>									
<b>City Of Plano PD</b>									
1	Raritan Dominion KX2-216 KVM switch - PS/2 - CAT5 - 16 ports - 1 local user - 2 IP users - 1U - rack-mountable	DKX2-216	\$3,995.00	2	No	\$3,050.00	\$6,100.00		
2	Raritan Guardian Support Services Platinum Extended service agreement - replacement - 4 years ( from original purchase date ) - 24 h	WARDKX2-216/24A-2	\$998.00	2	No	\$750.00	\$1,500.00		
3	Raritan Dominion KX II Computer Interface Module KVM extender - external	D2CIM-DVUSB	\$155.00	16	No	\$106.00	\$1,696.00		
						Subtotal:	\$9,296.00		
						Tax (0.000%):	\$0.00		
						Shipping:	\$0.00		
						<b>Total:</b>	<b>\$9,296.00</b>		

Prices subject to change without notice.  
 Our prices get updated daily, please update your quote to get the current prices.



**M & A Technology Inc**  
 2045 Chenault Drive  
 Carrollton, Texas 75006  
 United States  
 http://www.macomp.com

**Transaction**  
**Date**  
 Apr 16, 2009 8:54 AM CDT  
**Doc #**  
 15137 - rev 1 of 1  
**Description**  
 None  
**SalesRep**  
 Collins, Tom (P) 888-639-4438 ext.  
 404 (F) 972-490-5813  
**Customer Contact**  
 Balenton, Linda  
 (P) 972-941-5210  
 lindaba@plano.gov

**Customer**  
 City Of Plano (C03968)  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Bill To**  
 City Of Plano  
 Balenton, Linda  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Ship To**  
 City Of Plano  
 Balenton, Linda  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Customer PO:**  
 None

**Terms:**  
 Unknown

**Ship Via:**  
 UPS Ground

**Special Instructions:**  
 None

**Carrier Account #:**  
 None

Item Description	Part #	List Price	Qty	Tax	Unit Price	Total
<b>TCPN# R4721</b>						
<b>City Of Plano PD-Remote</b>						
<b>Raritan Dominion KX2-108</b>						
1	KVM switch - PS/2 - CAT5 - 8 ports - 1 local user - 1 IP user - 1U - rack-mountable	DKX2-108	\$1,995.00	1	No	\$1,495.00 \$1,495.00
<b>Raritan Guardian Support Services Platinum</b>						
2	Extended service agreement - replacement - 4 years ( from original purchase date ) - 24 h	WARDKX2-108/24A-2	\$499.00	1	No	\$375.00 \$375.00
<b>Raritan Dominion KX II Computer Interface Module</b>						
3	KVM extender - external	D2CIM-DVUSB	\$155.00	2	No	\$106.00 \$212.00
						Subtotal: \$2,082.00
						Tax (0.000%): \$0.00
						Shipping: \$0.00
						<b>Total: \$2,082.00</b>

Prices subject to change without notice.  
 Our prices get updated daily, please update your quote to get the current prices.



**M & A Technology Inc**  
 2045 Chenault Drive  
 Carrollton, Texas 75006  
 United States  
 http://www.macomp.com

**Date**  
 Apr 16, 2009 9:01 AM CDT

**Doc #**  
 15138 - rev 1 of 1

**Description**  
 None

**SalesRep**  
 Collins, Tom (P) 888-639-4438 ext.  
 404 (F) 972-490-5813

**Customer Contact**  
 Balenton, Linda  
 (P) 972-941-5210  
 lindaba@plano.gov

**Customer**  
 City Of Plano (CO3968)  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Bill To**  
 City Of Plano  
 Balenton, Linda  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Ship To**  
 City Of Plano  
 Balenton, Linda  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Customer PO:**  
 None

**Terms:**  
 Unknown

**Ship Via:**  
 UPS Ground

**Special Instructions:**  
 None

**Carrier Account #:**  
 None

Item	Description	Part #	List Price	Qty	max	Unit Price	Total
<b>TCPN# R4721</b>							
<b>City Of Plano - Parkway</b>							
1	Raritan Dominion KX2-108 KVM switch - PS/2 - CAT5 - 8 ports - 1 local user - 1 IP user - 1U - rack-mountable	DKX2-108	\$1,995.00	1	No	\$1,495.00	\$1,495.00
2	Raritan Guardian Support Services Platinum Extended service agreement - replacement - 4 years ( from original purchase date ) - 24 h	WARDKX2-108/24A-2	\$499.00	1	No	\$375.00	\$375.00
3	Raritan Dominion KX II Computer Interface Module KVM extender - external	D2CIM-DVUSB	\$155.00	2	No	\$106.00	\$212.00
Subtotal:							\$2,082.00
Tax (0.000%):							\$0.00
Shipping:							\$0.00
<b>Total:</b>							<b>\$2,082.00</b>

Prices subject to change without notice.  
 Our prices get updated daily, please update your quote to get the current prices.



**M & A Technology Inc**  
 2045 Chenault Drive  
 Carrollton, Texas 75006  
 United States  
<http://www.macomp.com>

**Date**  
 Apr 16, 2009 9:02 AM CDT

**Doc #**  
 15139 - rev 1 of 1

**Description**  
 None

**SalesRep**  
 Collins, Tom (P) 888-639-4438 ext.  
 404 (F) 972-490-5813

**Customer Contact**  
 Balenton, Linda  
 (P) 972-941-5210  
 lindaba@plano.gov

**Customer**  
 City Of Plano (C03968)  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Bill To**  
 City Of Plano  
 Balenton, Linda  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Ship To**  
 City Of Plano  
 Balenton, Linda  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Customer PO:**  
 None

**Terms:**  
 Unknown

**Ship Via:**  
 UPS Ground

**Special Instructions:**  
 None

**Carrier Account #:**  
 None

Item	Description	Part #	List Price	Qty	Tax	Unit Price	Total
<b>TCPN# R4721</b>							
<b>City Of Plano - Datacenter</b>							
1	Raritan Dominion KX2-216 KVM switch - PS/2 - CAT5 - 16 ports - 1 local user - 2 IP users - 1U - rack-mountable	DKX2-216	\$3,995.00	3	No	\$3,050.00	\$9,150.00
2	Raritan Guardian Support Services Platinum Extended service agreement - replacement - 4 years ( from original purchase date ) - 24 h	WARDKX2-216/24A-2	\$998.00	3	No	\$750.00	\$2,250.00
3	Raritan Dominion KX II Computer Interface Module KVM extender - external	D2CIM-DVUSB	\$155.00	16	No	\$106.00	\$1,696.00
Subtotal:							\$13,096.00
Tax (0.000%):							\$0.00
Shipping:							\$0.00
<b>Total:</b>							<b>\$13,096.00</b>

Prices subject to change without notice.  
 Our prices get updated daily, please update your quote to get the current prices.



**M & A Technology Inc**  
 2045 Chenault Drive  
 Carrollton, Texas 75006  
 United States  
<http://www.macomp.com>

**Quotation**  
**Date**  
 Apr 16, 2009 8:02 AM CDT  
**Doc #**  
 15133 - rev 1 of 1  
**Description**  
 None  
**SalesRep**  
 Collins, Tom (P) 888-639-4438 ext.  
 404 (F) 972-490-5813  
**Customer Contact**  
 Balenton, Linda  
 (P) 972-941-5210  
 lindaba@plano.gov

**Customer**  
 City Of Plano (CO3968)  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Bill To**  
 City Of Plano  
 Balenton, Linda  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Ship To**  
 City Of Plano  
 Balenton, Linda  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Customer PO:**  
 None

**Terms:**  
 NET 30 DAYS

**Ship Via:**  
 UPS Ground

**Special Instructions:**  
 None

**Carrier Account #:**  
 None

Item	Description	Part #	Unit Price	Qty	Tax	Unit Price	Total
<b>TCPN# R4721</b>							
<b>NOC-2-User</b>							
1	Raritan CommandCenter Secure Gateway E1 Cluster Kit Network management device - 512 nodes - EN, Fast EN, Gigabit EN - 2U - CC-2XE1-512 rack-mountable		\$14,995.00	1	No	\$11,395.00	\$11,395.00
2	Raritan Guardian Support Services Platinum Extended service agreement - replacement - 4 years ( from original purchase date ) - 24 h	WARCC-2XE1-512-2	\$3,749.00	1	No	\$2,845.00	\$2,845.00
3	Raritan Dominion KX2-216 KVM switch - PS/2 - CAT5 - 16 ports - 1 local user - 2 IP users - 1U - rack-mountable	DKX2-216	\$3,995.00	2	No	\$3,050.00	\$6,100.00
4	Raritan Guardian Support Services Platinum Extended service agreement - replacement - 4 years ( from original purchase date ) - 24 h	WARDKX2-432/24A-2	\$1,798.00	2	No	\$750.00	\$1,500.00
5	Raritan Dominion KX II Computer Interface Module KVM extender - external (pack of 32 )	D2CIM-DVUSB-32PAC	\$4,640.00	1	No	\$3,480.00	\$3,480.00
6	Raritan Basic Paragon and CommandCenter Secure Gateway Integration service	SVC-SCC-Basic	\$4,195.00	2	No	\$3,439.00	\$6,878.00
						Subtotal:	\$32,198.00
						Tax (0.000%):	\$0.00
						Shipping:	\$0.00
						<b>Total:</b>	<b>\$32,198.00</b>

Prices subject to change without notice.  
 Our prices get updated daily, please update your quote to get the current prices.



**M & A Technology Inc**  
 2045 Chenault Drive  
 Carrollton, Texas 75006  
 United States  
<http://www.macomp.com>

**Order Information**  
**Date**  
 Apr 16, 2009 9:07 AM CDT  
**Doc #**  
 15141 - rev 1 of 1  
**Description**  
 None  
**SalesRep**  
 Collins, Tom (P) 888-639-4438 ext.  
 404 (F) 972-490-5813  
**Customer Contact**  
 Balenton, Linda  
 (P) 972-941-5210  
 lindaba@plano.gov

**Customer**  
 City Of Plano (CO3968)  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Bill To**  
 City Of Plano  
 Balenton, Linda  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Ship To**  
 City Of Plano  
 Balenton, Linda  
 Technology Services  
 1117 East 15th Street  
 Plano, Texas 75074  
 (P) 972-941-5210

**Customer PO:**  
 None

**Terms:**  
 Unknown

**Ship Via:**  
 UPS Ground

**Special Instructions:**  
 None

**Carrier Account #:**  
 None

Item	Description	Part #	List Price	Qty	Tax	Unit Price	Total
<b>TCPN# R4721</b>							
<b>City Of Plano - EOC</b>							
1	Raritan CommandCenter Secure Gateway E1 Cluster Kit Network management device - 512 nodes - EN, Fast EN, Gigabit EN - 2U - rack-mountable	CC-2XE1-512	\$14,995.00	1	No	\$11,395.00	\$11,395.00
2	Raritan Guardian Support Services Platinum Extended service agreement - replacement - 4 years ( from original purchase date ) - 24 h	WARCC-2XE1-512-2	\$3,749.00	1	No	\$2,845.00	\$2,845.00
3	Raritan Dominion KX2-216 KVM switch - PS/2 - CAT5 - 16 ports - 1 local user - 2 IP users - 1U - rack-mountable	DKX2-216	\$3,995.00	2	No	\$3,050.00	\$6,100.00
4	Raritan Guardian Support Services Platinum Extended service agreement - replacement - 4 years ( from original purchase date ) - 24 h	WARDKX2-432/24A-2	\$1,798.00	2	No	\$750.00	\$1,500.00
5	Raritan Dominion KX II Computer Interface Module KVM extender - external (pack of 32 )	D2CIM-DVUSB-32PAC	\$4,640.00	1	No	\$3,480.00	\$3,480.00
6	Raritan Basic Paragon and CommandCenter Secure Gateway Integration service	SVC-SCC-Basic	\$4,195.00	2	No	\$3,439.00	\$6,878.00
Subtotal:							\$32,198.00
Tax (0.000%):							\$0.00
Shipping:							\$0.00
<b>Total:</b>							<b>\$32,198.00</b>

Prices subject to change without notice.  
 Our prices get updated daily, please update your quote to get the current prices.

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 05/01/09
PRODUCER <b>The NIA Group, LLC</b> One Executive Drive P.O. Box 6728 Somerset, NJ 08875-6728	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED <b>Raritan Inc.</b> 400 Cottontail Lane Somerset, NJ 08873	INSURERS AFFORDING COVERAGE INSURER A: <b>St Paul Fire and Marine Insurance Co</b> INSURER B: <b>Travelers Indemnity Company of CT</b> INSURER C: INSURER D: INSURER E:	NAIC # 24767 25682

**COVERAGES**

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

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TE02902720	01/01/09	01/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TE02902720	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	TE02902720	01/01/09	01/01/10	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	HVYAUB8994C95909	01/01/09	01/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Certificate holder is added as an additional insured, but only to the extent provided by the actual policy language of the General Liability policy. Waiver of Subrogation applies in favor of certificate holder. Most policies only provide coverage by written contract, (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> City of Plano Technology Services 1117 E 15th Street Plano, TX 75074	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Linda Coleman</i>
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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## DESCRIPTIONS (Continued from Page 1)

agreement, or permit and only with respect to work performed by or on behalf of the named insured. This certificate does not modify the referenced policy(ies).

Additional insured coverage may require the existence of a written contract and the coverage of this policy may be excess to other insurance. Reference should be made to actual policy language to determine whether or not any potential claim may be covered.





**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>5/26/09</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Assistant City Manager	<i>[Signature]</i>	5/15/09
Dept Signature:	<i>[Signature]</i>	Deputy City Manager	<i>[Signature]</i>	5/15/09
		City Manager	<i>[Signature]</i>	5/19/09
Agenda Coordinator (include phone #): <b>Amy Powell Ext. 7342</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 EXISTING CONTRACT				
<b>CAPTION</b>				
Purchase from an existing contract/agreement authorizing the purchase of telephone hardware and software for the Emergency Operations Center complex, in the amount of \$350,295 from Affiliated Communications, Inc., through a Department of Information Resources contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-289).				
<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>
Budget		0	725,000	0
Encumbered/Expended Amount				0
This Item		0	-350,295	0
<b>BALANCE</b>		0	<b>374,705</b>	0
FUND(S): <b>TECHNOLOGY FUND (062)</b>				
<b>COMMENTS:</b> Funds are included in the 2008-09 Technology Fund Budget for the purchase and installation of a telephone system for the Emergency Operations Center complex. The balance of funds will be used for other items related to this project.				
<b>STRATEGIC PLAN GOAL:</b> Purchase of telephone and call center equipment for new City facilities relates to the City's Goal of "Service Excellence".				
<b>SUMMARY OF ITEM</b>				
The Telecommunications Division recommends adding a Nortel CS1000e PBX to our existing telephone network to service the EOC complex and also serve as the future 911 disaster recovery back-up. To transition to a 100% IP solution, the 911 switch needs to be upgraded to a CS1000e, while the other four switches in the network require necessary hardware and software upgrades, in an amount of \$350,295, from Affiliated Communications, Inc. 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-289)				
List of Supporting Documents: Contract and Staff Memo		Other Departments, Boards, Commissions or Agencies		



To: David Stephens, Director of Technology Services  
From: Edward Jenkins, Support Services Manager  
Date: 05/01/09  
Subject: Adding EOC Telephone System to Network

Telecommunication recommends adding a Nortel CS1000e PBX to our existing telephone network to service the EOC complex and also serve as the future 911 disaster recovery backup. To transition to a 100% IP solution the 911 switch needs to be upgraded to a CS1000e also while the other four switches in the network will also require some hardware and software upgrades. We recommend purchasing these additions and upgrades from Affiliated Communication, Inc. for an amount of \$350,295 from State of Texas DIR Contract # DIR-SDD-289.

**CONTRACT BY AND BETWEEN  
CITY OF PLANO AND AFFILIATED TELEPHONE, INC.  
FOR PURCHASE OF TELEPHONE HARDWARE AND SOFTWARE  
FOR EMERGENCY OPERATIONS CENTER COMPLEX**

**THIS CONTRACT** is made and entered into by and between **AFFILIATED TELEPHONE, INC.**, whose address is 730 Avenue F, Suite 210, Plano, Texas, 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 Purchase and install telephone hardware and software for emergency operations center complex. These services shall be provided in accordance with this Contract and with The Department of Information Resources Contract No. DIR-SDD-289 dated July 5, 2006, **copies 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.** This Contract consists of:

- (a) The Department of Information Resources Contract No. DIR-SDD-289
- (b) This Contract
- (c) Affiliated Telephone, Inc.'s statement of work (Exhibit "A");
- (d) Certificate of Insurance (Exhibit "B"); and
- (e) Affidavit of No Prohibited Interest (Exhibit "C").

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**

Performance of work under this Contract shall commence within thirty (30) days after execution of this Contract and all work shall be completed within ninety (90) days after completion of the Plano Emergency Operations Center.

**III.  
PAYMENT**

Payments hereunder shall be made to Contractor following city's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total compensation under this contract shall not exceed the sum of **THREE HUNDRED FIFTY THOUSAND TWO HUNDRED NINETY-FIVE AND 00/100 DOLLARS (\$350,295.00).**

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

**IV.  
DESCRIPTION OF SERVICES**

Contractor will provide the 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 Department of Information Resources Contract No. DIR-SDD-289, or any additional contract addendums as executed by the Plano City Manager or his duly authorized designee.

**V.  
CITY CONTACT**

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

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

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

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

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

**VIII.  
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, warrant, 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) years 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.

**IX.  
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.

**X.  
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.

**XI.  
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.

**XII.  
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.

**XIII.  
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 (attached hereto as Exhibit "B").

**XIV.  
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.

**XV.  
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 "C."

**XVI.  
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.

**XVII.  
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.

**XVIII.  
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.

**IX.  
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.

**XX.  
ENTIRE AGREEMENT**

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

City agrees to reference this Agreement and The Department of Information Resources Contract No. DIR-SDD-289 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.

**XXI.  
SUCCESSORS AND ASSIGNS**

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

**XXII.  
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.

**AFFILIATED TELEPHONE, INC., a  
\_\_\_\_\_ Corporation**

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 **AFFILIATED TELEPHONE, INC.**, a \_\_\_\_\_ Corporation on behalf of said corporation.

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

**STATE OF TEXAS**           §  
  §  
**COUNTY OF COLLIN**       §

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

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



DIR Contract Number **DIR-SDD-289**

April 27, 2009

Lisa Prunty  
City of Plano  
1520 Avenue K  
Plano, TX 75074

Dear Lisa:

The enclosed proposal is a direct result of our discussions concerning the telecommunication needs of your company. After a review of City of Plano (City Hall)'s operations, systems, and strategic objectives and at your request, we are submitting this proposal for your review and consideration.

In our meeting, we discovered the following viewpoints and requirements:

- New CS1000e for the EOC with capability to serve as future 911 Call Center backup for disaster recovery
- Upgrade 911 (Option 61c) to CS1000e in order to transition to a 100% IP solution.
- Make hardware/software changes to City Hall as required for new EOC and 911 platforms.
- Upgrade Service Center, Davis Library, and police Department to Release 5.5.

The Nortel CS1000e Voice System provides an excellent communication platform for your company. It will increase reliability for your communication systems while improving your customer service. Affiliated Communications has been #1 in customer satisfaction surveys among Nortel partners in the central region for 2004 and 2005. Affiliated is totally committed to customer satisfaction. Management, Sales and Technical personnel share the common goal that customer service is our #1 objective.

Lisa, all pricing is at the DIR pricing level plus we were able to secure an additional \$24,250 in discounts. Please review and call me with any questions.

Regards,

Kirk J. Baldrige  
Corporate Accounts  
(972) 852-4027

j-10

EXHIBIT     A      
PAGE     1     OF    12

Pricing Detail by site:

EOC

Type/Location	Qty	Part Number	Description	DIR	MSRP	%	Unit Price	Ext Price
Base System	1	NTHU60AA	CS1000E CPPM 0L/0T HA Chassis	Y	\$14,700.00	50%	\$7,350.00	\$7,350.00
Base System	1	A0355200	Power Fail Transfer Unit	Y	\$840.00	50%	\$420.00	\$420.00
Base System	1	NT8D09CAE5	Ext. Analogue MW Line Card	Y	\$3,885.00	50%	\$1,942.50	\$1,942.50
Base System	1	NT8D14CB	Card 8 Port UXT	Y	\$4,350.00	50%	\$2,175.00	\$2,175.00
Base System	1	NTAK20ADE5	Stratum 3 Clock Contr D/Board	Y	\$1,050.00	50%	\$525.00	\$525.00
Base System	1	NTBK80BA	Ground Bar Assy Opt11	Y	\$80.00	50%	\$40.00	\$40.00
Base System	1	NTDU23AC	MG 1000 Chassis Expander	Y	\$2,075.00	50%	\$1,037.50	\$1,037.50
Base System	16	NTE907AB	1 Prem Analog Set License R5.5	Y	\$135.00	50%	\$67.50	\$1,080.00
Base System	61	NTE907EB	1 Prem IP Set License R5.5	Y	\$280.00	50%	\$140.00	\$8,540.00
Base System	2	NTHU62AB	CPPM Cab/Chas Sign Srvr R5.5	Y	\$4,000.00	50%	\$2,000.00	\$4,000.00
Base System	3	NTSF6800	Tmdi Pkg (1.5MB Dti/Pri)	Y	\$4,620.00	50%	\$2,310.00	\$6,930.00
Base System	3	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	Y	\$30.00	50%	\$15.00	\$45.00
Ethernet Switches	1	AL1001E05-E5	5520-48T-PWR (NA PWR Cord) [EUED]	Y	\$7,995.00	38%	\$4,956.90	\$4,956.90
Ethernet Switches	3	AL1001E06-E5	5520-24T-PWR (NA PWR Cord) [EUED]	Y	\$5,995.00	38%	\$3,716.90	\$11,150.70
Telephones	50	NTYS05BCE6	IP 1140E Eng Text KCaps w/o PS	Y	\$600.00	50%	\$300.00	\$15,000.00
Base System	1	NTE900CE	CS1000E CPPM HA SYS SW R5.5	Y	\$27,510.00	50%	\$13,755.00	\$13,755.00
Base System	1	NTE95006	SW Pkg 57-BARS-BASIC Alternate	Y	\$0.00	50%	\$0.00	\$0.00
Base System	1	NTCK80ABE6	Cable 18FT DDP/2/DPRI2-MSDL	Y	\$180.00	50%	\$90.00	\$90.00
Base System	1	NTZC72AA	Dual Port DTI/PRI Package	Y	\$13,860.00	50%	\$6,930.00	\$6,930.00
Base System	1	NTZK52LA	MDR 2000e CDR Unit IP Comm 4MB	Y	\$4,725.00	50%	\$2,362.50	\$2,362.50
Routers	2	SR2101E008E5	Secure Router 1002 2-ports active T1, (2) 10/100 Eth. Ports, 16MB FLASH, 256MB SDRAM, AC power supply, OSPF, RIP, VLAN, BGP, Firewall, Multilink, Multicast, QoS	Y	\$2,495.00	38%	\$1,546.90	\$3,093.80
Base System	3	NTTL04EA	TM Sets	Y	\$335.00	35%	\$217.75	\$653.25

			Expansions(50)					
Base System	3	NTTL07GA	TM/OTM Bill Enh 50 RUs Exp	Y	\$1,326.00	35%	\$861.90	\$2,585.70
Enterprise Services	1	GF6300845	Ethrnrt RtnngSwr 5520-48T PWR Partner Assurance Technology Support - Base Next Bus Day Parts-SL845	Y	\$375.00	Custom Quote per DIR	\$337.50	\$337.50
Enterprise Services	3	GF6300846	Ethrnrt Rtnng Swr5520-24T PWR Partner Assurance Technology Support - Base Next Bus Day Parts-SL846	Y	\$250.00	Custom Quote per DIR	\$225.00	\$675.00
Enterprise Services	2	GF4300AR5	Secure Router 1002 Partner Assurance Technology Support - Base Next Bus Day Parts-SLAR5	Y	\$120.00	Custom Quote per DIR	\$108.00	\$216.00
Enterprise Services	116	GU4300882	CS1000 Partner Assurance Software Support - Plus- SL882	Y	\$33.84	Custom Quote per DIR	\$30.46	\$3,533.36
Analog Stations	5	NT8D09CAE5	Ext. Analogue MW Line Card	Y	\$3,885.00	50%	\$1,942.50	\$9,712.50
Analog Stations	1	NTDU23AC	MG 1000 Chassis Expander	Y	\$2,075.00	50%	\$1,037.50	\$1,037.50
Analog Stations	75	NTE907AB	1 Prem Analog Set LicenseR5.5	Y	\$135.00	50%	\$67.50	\$5,062.50
Analog Stations	1	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	Y	\$30.00	50%	\$15.00	\$15.00
Conference Phones	6	NTEX11BA70E6	IP Audio Conference Phone 2033 Package	Y	\$1,500.00	50%	\$750.00	\$4,500.00

<b>Pricing Summary</b>		<b>Sale Price</b>
<b><u>Hardware/Software</u></b>		
Base System		\$60,461.45
Telephones		\$15,000.00
Ethernet Switches		\$16,107.60
Routers		\$3,093.80
Enterprise Services		\$4,761.86
Analog Stations		\$15,827.50
Conference Phones		\$4,500.00
<b>TOTAL EQUIPMENT</b>		<b>\$119,752.21</b>
<b><u>Installation Services</u></b>		
Acquire Database (8 hours @ \$75/hr)		\$600.00
Installation/Programming (164 hours @ \$75/hr)		\$12,300.00
<b>TOTAL INSTALLATION SERVICES</b>		<b>\$12,900.00</b>
<b><u>Warranty Services</u></b>		
1st Year Maintenance (New location added to existing network)		\$5,843.00
Prorated Maintenance (Yr 3-5)		\$15,125.00
<b>TOTAL WARRANTY SERVICES</b>		<b>\$20,968.00</b>
<b>Total Price</b>		<b>\$153,620.21</b>

911 Call Center

Type/Location	Qty	Part Number	Description	DIR	MSRP	%	Unit Price	Ext Price
911 Base Upgrade	1	NTHU60AA	CS1000E CPPM 0L/0T HA Chassis	Y	\$14,700.00	35%	\$9,555.00	\$9,555.00
911 Base Upgrade	1	NTAK20ADE5	Stratum 3 Clock Contr D/Board	Y	\$1,050.00	35%	\$682.50	\$682.50
911 Base Upgrade	1	NTBK80BA	Ground Bar Assy Opt11	Y	\$80.00	35%	\$52.00	\$52.00
911 Base Upgrade	1	NTDU22HA	MG1000E Chassis - R5	Y	\$4,200.00	35%	\$2,730.00	\$2,730.00
911 Base Upgrade	3	NTDU23AC	MG 1000 Chassis Expander	Y	\$2,075.00	35%	\$1,348.75	\$4,046.25
911 Base Upgrade	3	NTDW62AAE5	MGC DSP Daughterboard 32	Y	\$4,705.00	35%	\$3,058.25	\$9,174.75
911 Base Upgrade	24	NTE907AB	1 Prem Analog Set License R5.5	Y	\$135.00	35%	\$87.75	\$2,106.00
911 Base Upgrade	50	NTE907CB	1 Prem Digitl Set License R5.5	Y	\$135.00	35%	\$87.75	\$4,387.50
911 Base Upgrade	20	NTE907HB	1 Prem ACD Agent License R5.5	Y	\$240.00	35%	\$156.00	\$3,120.00
911 Base Upgrade	30	NTE980XA	All Sys 1-Succession AST Lic	Y	\$40.00	35%	\$26.00	\$780.00
911 Base Upgrade	2	NTHU62AB	CPPM Cab/Chas Sign Srvr R5.5	Y	\$4,000.00	35%	\$2,600.00	\$5,200.00
911 Base Upgrade	4	NTSF6800	Tmdi Pkg (1.5MB Dti/Pri)	Y	\$4,620.00	35%	\$3,003.00	\$12,012.00
911 Base Upgrade	6	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	Y	\$30.00	35%	\$19.50	\$117.00
911 Base Upgrade	1	NTE900CE	CS1000E CPPM HA SYS SW R5.5	Y	\$27,510.00	35%	\$17,881.50	\$17,881.50
911 Base Upgrade	1	NTE95006	SW Pkg 57-BARS-BASIC Alternate	Y	\$0.00	35%	\$0.00	\$0.00
911 Base Upgrade	1	MPR10009	Universal Discount 09% for New Voice MPR01689 Expires 11 December '09 7275.60	Y	\$0.00	35%	\$0.00	\$0.00
Symposium Upgrade	1	NT9S34AA	CC 6.0 License File on Media	Y	\$380.00	35%	\$247.00	\$247.00
Symposium Upgrade	1	NT9S40AA	SCCS 5.0 Base Upg.to CCM 6.0	Y	\$3,715.00	35%	\$2,414.75	\$2,414.75
Symposium Upgrade	30	NT9S40EA	SCCS 5.0 to CC 6.0 AgUp 1-49	Y	\$235.00	35%	\$152.75	\$4,582.50
Symposium Upgrade	1	NT9S80AA	CC6.0 License Info Sheet	Y	\$0.00	35%	\$0.00	\$0.00
Symposium Upgrade	1	NT8R80AM	Contact Center transfer to new PBX	Y	\$1,365.00	35%	\$887.25	\$887.25
Enterprise Services	100	GU4300882	CS1000 Partner Assurance Software Support - Plus-SL882	Y	\$33.84	Custom Quote per DIR	\$30.46	\$3,046.00

Enterprise Services	1	GF6300845	Ethrnrt RtnngSwrt 5520-48T PWR Partner Assurance Technology Support - Base Next Bus Dav Parts-SL845	Y	\$375.00	Custom Quote per DIR	\$337.50	\$337.50
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<b>Pricing Summary</b>		<b>Sale Price</b>
<u>Hardware/Software</u>		
911 Base Upgrade		\$71,844.50
Symposium Upgrade		\$8,131.50
Enterprise Services		\$3,383.50
<b>TOTAL EQUIPMENT</b>		<b>\$83,359.50</b>
<u>Installation Services</u>		
PBX Installation/Upgrade (105.33 hours @ \$75/hr)		\$7,900.00
Contact Center Upgrade (67 hours @ \$75/hr)		\$5,025.00
<b>TOTAL INSTALLATION SERVICES</b>		<b>\$12,925.00</b>
<u>Maintenance Services</u>		
Prorated Yrs 3-5 (for new equipment not on existing maintenance contract)		\$3,100.00
<b>TOTAL MAINTENANCE SERVICES</b>		<b>\$3,100.00</b>
<u>Promotions/Discounts</u>		
Nortel Promo-1		-\$9,750.00
<b>TOTAL PROMOS/DISCOUNTS</b>		<b>-\$9,750.00</b>
<b>Total Price</b>		<b>\$89,634.50</b>

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City Hall

Type/Location	Qty	Part Number	Description	DIR	MSRP	%	Unit Price	Ext Price
City Hall Upgrade	1	NT5D12AHE5	Dual DTI/PRI T1 Card	Y	\$14,614.00	35%	\$9,499.10	\$9,499.10
City Hall Upgrade	1	NTDU27EA	Upgd Kit for NTDU27AA Sig Svr	Y	\$55.00	35%	\$35.75	\$35.75
City Hall Upgrade	2	NTDU80CAE5	Mem Upgrade Kit Sig SVR 512MB	Y	\$695.00	35%	\$451.75	\$903.50
City Hall Upgrade	1	NTHU64CA	Sig Srv SW CDROM Kit R5.5 Upg	Y	\$40.00	35%	\$26.00	\$26.00
City Hall Upgrade	1	NTM444CB	CF SW INSTALL KIT CPPIV R5.5	Y	\$0.00	35%	\$0.00	\$0.00
City Hall Upgrade	1	SVOM0061	SRS - SW Upg to R5.5 MAX Chrg	Y	\$0.00	35%	\$0.00	\$0.00
Call Pilot Upgrade	1	NTUB91EAE5	ELAN 1002rp-96ch/96 MPU RK	Y	\$5,705.00	35%	\$3,708.25	\$3,708.25
Call Pilot Upgrade	1	NTZE34EA	CP3/4-5.0ELAN1002rpSRS P/PUpPk	Y	\$0.00	35%	\$0.00	\$0.00
Call Pilot Upgrade	1	NTZE4002	CP Upgrade Code (NO Charge)	Y	\$0.00	35%	\$0.00	\$0.00
Call Pilot Upgrade	1200	NTZE56HA	CP 4-5.0 SRS P/P Fee/Seat	Y	\$0.00	35%	\$0.00	\$0.00
Call Pilot Upgrade	1	NTZE58BA	1002rp Disk Upgrade Kit	Y	\$6,460.00	35%	\$4,199.00	\$4,199.00
Plano Centre Upgrade	2	NTDU80CAE5	Mem Upgrade Kit Sig SVR 512MB	Y	\$695.00	35%	\$451.75	\$903.50
Plano Centre Upgrade	1	NTHU64CA	Sig Srv SW CDROM Kit R5.5 Upg	Y	\$40.00	35%	\$26.00	\$26.00
Plano Centre Upgrade	1	NTWB18AA	MG1000B CPPM Upgrade Kit to R5	Y	\$4,935.00	35%	\$3,207.75	\$3,207.75
Plano Centre Upgrade	1	NTE955AD	SW Upg MG 1000B to R5.5	Y	\$0.00	35%	\$0.00	\$0.00
Plano Centre Upgrade	1	MPR10020	Universal Discount 20% for R5.5 Upgrade MPR01713 Expires 11 December '09	Y	\$0.00	35%	\$0.00	\$0.00
Enterprise Services	1200	GW5500811	Partner Managed Services - Software Release Subscription-BASIC for 1 year on Communication Server 1000 - Code used for new contracts and expansions on existing contracts. Qty is per number of users.	Y	\$15.30	Custom Quote per DIR	\$13.77	\$16,524.00

Enterprise Services	16	GW5500811	Partner Managed Services - Software Release Subscription - BASIC for 1 year on Communication Server 1000 - Code used for new contracts and expansions on existing contracts. Qty is per number of users.	Y	\$15.30	Custom Quote per DIR	\$13.77	\$220.32
Enterprise Services	1	GW5500A27	CallPilot SRS Rackmount 1002rp/1005r 1 YR - Partner Managed Services - SRS BASIC - SLNA27	Y	\$890.00	Custom Quote per DIR	\$801.00	\$801.00
Enterprise Services	1200	GW5500A52	CallPilot SRS Per User Fee 1 YR - Partner Managed Services - SRS BASIC - SLNA52	Y	\$8.24	Custom Quote per DIR	\$7.42	\$8,904.00

Pricing Summary for City Hall		Sale Price
<u>Hardware/Software</u>		
City Hall Upgrade		\$10,464.35
Call Pilot Upgrade		\$7,907.25
Plano Centre Upgrade		\$4,137.25
Enterprise Services		\$26,449.32
<b>TOTAL EQUIPMENT</b>		<b>\$48,958.17</b>
<u>Installation Services</u>		
City Hall Upgrade-Reg Hours (8 hours @ \$75/hr)		\$600.00
City Hall Upgrade-OT Hours (8 hours @ \$112.5/hr)		\$900.00
Call Pilot Upgrade-OT Hours (16 hours @ \$112.5/hr)		\$1,800.00
Plano Centre-OT Hours (8 hours @ \$112.5/hr)		\$900.00
<b>TOTAL INSTALLATION SERVICES</b>		<b>\$4,200.00</b>
<u>Promotions/Discounts</u>		
Nortel Promo-1		-\$14,500.00
<b>TOTAL PROMOS/DISCOUNTS</b>		<b>-\$14,500.00</b>
<b>Total Price</b>		<b>\$38,658.17</b>

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Service Center

Type/Location	Qty	Part Number	Description	DIR	MSRP	%	Unit Price	Ext Price
Service Ctr Upgrade	1	NTDU27EA	Upgd Kit for NTDU27AA Sig Srvr	Y	\$55.00	35%	\$35.75	\$35.75
Service Ctr Upgrade	2	NTDU80CAE5	Mem Upgrade Kit Sig SVR 512MB	Y	\$695.00	35%	\$451.75	\$903.50
Service Ctr Upgrade	1	NTHU64CA	Sig Srv SW CDROM Kit R5.5 Upg	Y	\$40.00	35%	\$26.00	\$26.00
Service Ctr Upgrade	1	NTM444CB	CF SW INSTALL KIT CPPIV R5.5	Y	\$0.00	35%	\$0.00	\$0.00
Service Ctr Upgrade	560	SVOM0060	SRS-SW Upg to R5.5 Like f Like	Y	\$0.00	35%	\$0.00	\$0.00
Enterprise Services	560	GW5500811	Partner Managed Services - Software Release Subscription-BASIC for 1 year on Communication Server 1000 - Code used for new contracts and expansions on existing contracts. Qty is per number of users.	Y	\$15.30	Custom Quote per DIR	\$13.77	\$7,711.20
Haggard Upgrade	1	NTM427CAE6	CPPM Sig Srv SW on CF R5.5 Upg	Y	\$40.00	35%	\$26.00	\$26.00
Haggard Upgrade	1	NTE955AE	SW Upg MG 1000B R5 to R5.5	Y	\$0.00	35%	\$0.00	\$0.00
Enterprise Services	8	GW5500811	Partner Managed Services - Software Release Subscription-BASIC for 1 year on Communication Server 1000 - Code used for new contracts and expansions on existing contracts. Qty is per number of users.	Y	\$15.30	Custom Quote per DIR	\$13.77	\$110.16
Muehlenbeck Upgrade	2	NTDU80CAE5	Mem Upgrade Kit Sig SVR 512MB	Y	\$695.00	35%	\$451.75	\$903.50
Muehlenbeck Upgrade	1	NTHU64CA	Sig Srv SW CDROM Kit R5.5 Upg	Y	\$40.00	35%	\$26.00	\$26.00
Muehlenbeck Upgrade	1	NTWB18AA	MG1000B CPPM Upgrade Kit to R5	Y	\$4,935.00	35%	\$3,207.75	\$3,207.75
Muehlenbeck Upgrade	1	NTE955AD	SW Upg MG 1000B to R5.5	Y	\$0.00	35%	\$0.00	\$0.00
Enterprise Services	8	GW5500811	Partner Managed Services - Software Release Subscription-BASIC for 1 year on Communication Server 1000 - Code used for new contracts and expansions on existing contracts. Qty is per number of users.	Y	\$15.30	Custom Quote per DIR	\$13.77	\$110.16

Pricing Summary for Service Center	Sale Price
<u>Hardware/Software</u>	
Service Ctr Upgrade	\$965.25
Haggard Upgrade	\$26.00
Muehlenbeck Upgrade	\$4,137.25
Enterprise Services	\$7,931.52
<b>TOTAL EQUIPMENT</b>	<b>\$13,060.02</b>
<u>Installation Services</u>	
Upgrade Svc Ctr-Reg Hours (8 hours @ \$75/hr)	\$600.00
Upgrade Svc Ctr-After Hours (8 hours @ \$112.5/hr)	\$900.00
Upgrade Remote Sites-After (16 hours @ \$112.5/hr)	\$1,800.00
<b>TOTAL INSTALLATION SERVICES</b>	<b>\$3,300.00</b>
<b>Total Price</b>	<b>\$16,360.02</b>

Police Department

Type/Location	Qty	Part Number	Description	DIR	MSRP	%	Unit Price	Ext Price
PD Upgrade	1	NTDU41GA	Media Card 32S (MC 32S)	Y	\$4,705.00	35%	\$3,058.25	\$3,058.25
PD Upgrade	1	NTE900JX	CS 1000M SG Specifier code	Y	\$0.00	35%	\$0.00	\$0.00
PD Upgrade	1	NTHU63AB	CPPM IPE Shelf Sign Srvr R5.5	Y	\$4,200.00	35%	\$2,730.00	\$2,730.00
PD Upgrade	1	NTM444CB	CF SW INSTALL KIT CPPIV R5.5	Y	\$0.00	35%	\$0.00	\$0.00
PD Upgrade	536	SVOM0060	SRS-SW Upg to R5.5 Like f Like	Y	\$0.00	35%	\$0.00	\$0.00
Enterprise Services	536	GW5500811	Partner Managed Services - Software Release Subscription-BASIC for 1 year on Communication Server 1000 - Code used for new contracts and expansions on existing contracts. Qty is per number of users.	Y	\$15.30	Custom Quote per DIR	\$13.77	\$7,380.72

Pricing Summary for Police Department		Sale Price
<u>Hardware/Software</u>		
PD Upgrade		\$5,788.25
Enterprise Services		\$7,380.72
<b>TOTAL EQUIPMENT</b>		<b>\$13,168.97</b>
<u>Installation Services</u>		
Upgrade PBX-Regular Hrs (8 hours @ \$75/hr)		\$600.00
Upgrade PBX-After Hours (8 hours @ \$112.5/hr)		\$900.00
Program Sig Server-Reg (8 hours @ \$75/hr)		\$600.00
<b>TOTAL INSTALLATION SERVICES</b>		<b>\$2,100.00</b>
<b>Total Price</b>		<b>\$15,268.97</b>

Davis Library:

Type/Location	Qty	Part Number	Description	DIR	MSRP	%	Unit Price	Ext Price
Davis Library Upgrade	1	NTHU50DA	Cardcage Upgrade to CP PIV DC	Y	\$24,750.00	35%	\$16,087.50	\$16,087.50
Davis Library Upgrade	6	N0113525	Panel cPCI Card Slot Filler	Y	\$40.00	35%	\$26.00	\$156.00
Davis Library Upgrade	2	NT6D41CAE5	PWR Supply DC CE CEPS-DC	Y	\$4,620.00	35%	\$3,003.00	\$6,006.00
Davis Library Upgrade	1	NTDU41GA	Media Card 32S (MC 32S)	Y	\$4,705.00	35%	\$3,058.25	\$3,058.25
Davis Library Upgrade	1	NTE900PH	PBX 61C/1000M SG upg to CP PIV	Y	\$1,505.00	35%	\$978.25	\$978.25
Davis Library Upgrade	1	NTHU63AB	CPPM IPE Shelf Sign Srvr R5.5	Y	\$4,200.00	35%	\$2,730.00	\$2,730.00
Davis Library Upgrade	1	NTM444CB	CF SW INSTALL KIT CPPIV R5.5	Y	\$0.00	35%	\$0.00	\$0.00
Davis Library Upgrade	344	SVOM0060	SRS-SW Upg to R5.5 Like f Like	Y	\$0.00	35%	\$0.00	\$0.00
Enterprise Services	344	GW5500811	Partner Managed Services - Software Release Subscription-BASIC for 1 year on Communication Server 1000 - Code used for new contracts and expansions on existing contracts. Qty is per number of users.	Y	\$15.30	Custom Quote per DIR	\$13.77	\$4,736.88

**Pricing Summary for Davis Library**

	Sale Price
<b>Hardware/Software</b>	
Davis Library Upgrade	\$29,016.00
Enterprise Services	\$4,736.88
<b>TOTAL EQUIPMENT</b>	<b>\$33,752.88</b>
<b>Installation Services</b>	
Upgrade PBX-Regular (8 hours @ \$75/hr)	\$600.00
Upgrade PBX-After Hours (16 hours @ \$112.5/hr)	\$1,800.00
Program Sig Server/MC32 (8 hours @ \$75/hr)	\$600.00
<b>TOTAL INSTALLATION SERVICES</b>	<b>\$3,000.00</b>
<b>Total Price</b>	<b>\$36,752.88</b>

**Project Summary:**

**EOC:** Affiliated will install a new CS1000e HA (High Availability) for 100 users and 3 T1s. This system has been engineered to handle the future capacity as the primary backup for the 911 Call Center. This backup would require some disaster recovery service from Verizon to switch over the trunking in the event of a disaster. The current backup would continue to be the Option 81c (City Hall) until the Plant Vesta platform is ready to accommodate a pure IP platform.

**911 Call Center:** Affiliated will migrate the current Option 61c to a CS1000e HA (High-Availability) platform in order to accommodate the EOC as the backup platform for disaster recovery. The system will still operate as it does today with redundant processers and the ability to switch all services over to the Option 81c via the Gordon Kapes unit. All call takers will continue to use the M2000 series digital telephones as required by the Plant Vesta platform. Affiliated will also upgrade the Symposium to Contact Center 6.0 for support reasons. The current Symposium has limited support with the 1000e R5.5 software.

**City Hall:** Affiliated will upgrade the Option 81c from R4.5 to R5.5 and upgrade Call Pilot from R4 to R5. Since the Option 81c is the centralized platform for the entire voice network, this system needs to on a current software revision. Release 4.5 is scheduled to be manufacture discontinued in July 2009. The Plano Centre will also require a minor upgrade since it is a part of the Option 81c platform.

**Service Center, Police Department, and Davis Library:** Affiliated will upgrade each of the Option 61Cs at each site. Since Haggard Library and the Muehlenbeck Center are a part of the Service Center, these sites will be upgraded at the same time.

<b>PRICING SUMMARY</b>	
EOC-New 1000E HA	\$153,620.21
911 Upgrade/1000E HA and Symposium Upgrade	\$89,634.50
City Hall Opt 81C Upgrade, Call Pilot Upgrade, and Plano Centre Upgrade	\$38,658.17
Service Center-Opt 61C Upgrade (Includes Haggard Library & Muehlenbeck)	\$16,360.02
Police Dept-Opt 61C Upgrade	\$15,268.97
Davis Library-Opt 61C Upgrade	\$36,752.88
<b>TOTAL PRICE</b>	<b>\$350,294.75</b>

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/15/2009

PRODUCER (972)419-7500 FAX (972)419-7555  
Sleeper Sewell Insurance Services, Inc.  
12400 Coit Rd #1100  
Dallas, TX 75251-2039

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURED **Affiliated Telephone, Inc**  
730 Ave F, Suite 210  
Plano, TX 75074-6748

INSURER A: **The Netherlands Insurance Co.**

INSURER B: **America First Insurance Co.**

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CBP9766361	08/08/2008	08/08/2009	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Additional Insured when required				PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY	BA9765940	08/08/2008	08/08/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input checked="" type="checkbox"/> Additional Insured when required					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
B	EXCESS/UMBRELLA LIABILITY	CU9769364	08/08/2008	08/08/2009	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC9761064	08/08/2008	08/08/2009	WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
					E.L. DISEASE - POLICY LIMIT	\$ 500,000
B	OTHER Contractor's Equipment; Property	IM9766652	08/08/2008	08/08/2009	\$50,000 Leased/Rented Limit	
		CBP9766361	08/08/2008	08/08/2009	\$1,000,000 Blkt Pers Prop \$1,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
CERTIFICATE HOLDER IS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AS PER WRITTEN CONTRACT.

## CERTIFICATE HOLDER

CITY OF PLANO  
ATTN LISA PRUNTY  
1520 AVE K #370  
PLANO, TX 75074

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Nic Peters

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EXHIBIT B  
PAGE 1 OF 2

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare and affirm that no person or officer of Affiliated Telephone, 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.

Affiliated Telephone, Inc  
Name of Contractor

By: [Signature]  
Signature

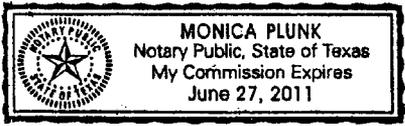
Larry Carter  
Print Name

President  
Title

5/13/2009  
Date

STATE OF Texas §  
COUNTY OF Dallas §

SUBSCRIBED AND SWORN TO before me this 13 day of May, 2009.



Monica Plunk  
Notary



## 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>5/26/09</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		
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>				
Approval of an expenditure for a service agreement between Motorola and the City of Plano in the amount of \$457,193, through an existing contract with the Houston-Galveston Area Council, and authorizing the City Manager or his designee to execute all necessary documents. (HGAC Contract No. RA-01-08).				
<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	979,534	0	979,534
Encumbered/Expended Amount		-351,244	0	-351,244
This Item	0	-457,193	0	-457,193
BALANCE	0	171,097	0	171,097
FUND(S): Technology Services Fund (066.394)				
<b>COMMENTS:</b> Funds for the maintenance and service of wireless mesh network devices are included in the 2008-09 Technology Services Budget. The remaining balance will be used throughout the year for other maintenance agreements.				
<b>STRATEGIC PLAN GOAL:</b> Maintenance and service contracts relate to the City's Goal of "Service Excellence".				
<b>SUMMARY OF ITEM</b>				
Technology Services recommends Council approve the expenditure, in the amount of \$457,193, for a service agreement with Motorola, This service agreement will allow for technical support services, maintenance and monitoring of Wireless Mesh Network Devices. 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. (HGAC Contract No. RA-01-08)				
List of Supporting Documents: Contract and Staff Memo		Other Departments, Boards, Commissions or Agencies		

# Interoffice Memo

**Date:** 04/06/09

**To:** David Stephens, Director Technology Services

**Cc:**

**From:** Chester M. Helt, Infrastructure Manager

**RE:** Motorola Maintenance – Phase I and Phase II – 5/01/09 – 10/30/09

---

We are recommending that the attached Motorola Maintenance contract for Phase I and Phase II wireless infrastructure starting on May 1, 2009 and running until October 30, 2009 be approved so maintenance can be provided for the mission critical wireless infrastructure. This network will be used by many of our departments (including public safety) to provide critical services for our citizens. As a part of the contract Motorola will monitor the network on 24/7 basis and will maintain the integrity and continuity for this critical infrastructure.

We recommend purchasing this maintenance for a total price of \$ 457,192.62 from Motorola through their HGAC Contract RA-01-08.

**CONTRACT BY AND BETWEEN  
CITY OF PLANO AND MOTOROLA, INC.  
FOR SERVICES RELATED TO  
WIRELESS MESH NETWORK DEVICES**

**THIS CONTRACT** is made and entered into by and between **MOTOROLA, INC.**, whose address is 1309 East Algonquin Road, Schaumburg, IL 60195, 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 technical support services, maintenance, and monitoring of Wireless Mesh Network Devices. These services shall be provided in accordance with this Contract and with the Houston-Galveston Area Council of Governments (H-GAC) contract (H-GAC Contract No. RA-01-08). This Contract consists of:

- (a) The Houston-Galveston Area Council of Governments Contract (H-GAC Contract No. RA-01-08) (Exhibit E);
- (b) This Contract
- (c) Service Agreement (Exhibit "A")
- (d) General Provisions (Exhibit "B");
- (e) Motorola Software License (Exhibit "C");
- (f) Motorola's Statement of Work (Exhibit "D");
- (g) Affidavit of No Prohibited Interest (Exhibit "F").

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**

This term of this Contract shall be from May 1, 2009 through October 31, 2009.

**III.  
WARRANTY**

Contractor warrants and covenants to City that all goods and services delivered to City by Contractor, Contractor's subcontractors, and agents under the Contract 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 the Contract Documents. Contractor warrants that the goods and services provided to City under this

Contract 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 the Service Agreement (Exhibit "A"). 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 30<sup>th</sup> 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 Houston-Galveston Area Council of Governments Contract H-GAC RA-01-08, or 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 Contract, 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, warrant, 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) years 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 "F."

**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 H-GAC Contract No. RA-01-08 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.

**MOTOROLA, INC., a \_\_\_\_\_  
corporation**

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

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

**CITY OF PLANO, TEXAS**

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

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

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 **MOTOROLA, INC.**, a \_\_\_\_\_ corporation, on behalf of said corporation.

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

STATE OF TEXAS §  
  §  
COUNTY OF COLLIN §

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

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



# SERVICE AGREEMENT

Attn: National Service Support  
 1309 East Algonquin Road  
 Schaumburg, IL 60196  
 (800) 247-2346

Contract Number: S00001012950  
 Contract Modifier: RN30-JAN-09 05:59:07  
 Supersedes Agreement(s):

Date: 03/10/2009

Company Name: PLANO, CITY OF
Attn:
Billing Address: P O Box 860279
City, State, Zip: Plano, TX 75086-0279
Customer Contact: Michael Branch
Phone: (972)816-9132
Fax:

Required P.O.: Yes  
 Customer # : 1011267912  
 Bill to Tag # : 0006  
 Contract Start Date: 05/01/2009  
 Contract End Date: 10/31/2009  
 Anniversary Day: Apr 30th  
 Payment Cycle: MONTHLY  
 Tax Exempt: Exempt From All Taxes  
 PO # : TBD

Qty	Model/Option	Description	Monthly Ext	Extended
		***** Recurring Services *****		
24	SVC01SVC0085A	ERNS TECH/SW SUPPORT	\$ 1,092.85	\$ 6,557.10
	SVC078AE	ERNS MESH IAP		
21	SVC079AE	ERNS MESH MWR		
1	SVC083AE	ERNS MESH MISC		
	SVC01SVC2010C	SP - TECHNICAL SUPPORT SERVICE	\$ 198.92	\$ 1,193.52
1		SITE(S)		
	SVC02SVC0071A	SP-OIR WITH LOCAL DISPATCH	\$ 74,907.00	\$ 449,442.00
1		SITE(S)		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$ 76,198.77	\$ 457,192.62
	Subtotal - One-Time Event Services	\$ .00	\$ .00
	Total	\$76,198.77	\$457,192.62
	Taxes	-	-
	Grand Total	\$ 76,198.77	\$ 457,192.62

PLEASE SEE ATTACHED FOR EQUIPMENT LIST AND STATEMENTS OF WORK.

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
SCIENTEL WIRELESS LLC	PLANO	TX

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

CUSTOMER (PRINT NAME) \_\_\_\_\_

MOTOROLA REPRESENTATIVE (SIGNATURE) \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

MOTOROLA REPRESENTATIVE (PRINT NAME) \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EXHIBIT   A    
 PAGE   1   OF   1   K-11

**GENERAL PROVISIONS  
MOTOROLA, INC.**

**Section 1 STANDARDS OF WORK**

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

**Section 2 TAXES**

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

**Section 3 SHIPPING, TITLE AND RISK OF LOSS**

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

**Section 4 CHANGES IN THE WORK**

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

**Section 5      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. Purchaser's sole remedy is to request Motorola at Motorola's option to either refund the purchase price, repair or replace product(s) that are not as warranted. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. No action shall be brought for any breach of this contract more than one (1) year after the accrual of such cause of action except for money due upon an open account.

**Section 6      EXCUSABLE DELAYS**

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

**Section 7      DEFAULT**

A. If Motorola is wholly responsible for failure to make delivery or complete installation under the Agreement, the Purchaser may consider Motorola to be in default, unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions.

B. The Purchaser shall give Motorola written notice of such default and Motorola shall have thirty (30) days to provide a plan of action to cure the default. If Motorola fails to cure the default, the Purchaser may terminate any unfulfilled portion of this Agreement or complete the system through a third party. In the event the Purchaser completes the system through a third party, Motorola shall be responsible for an amount in excess of the Agreement price, not to exceed the value of the terminated portion, incurred by the Purchaser in completing the system to a capability not exceeding that specified in the Agreement. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL OR CONSEQUENTIAL DAMAGES.

**Section 8 DELAYS BY PURCHASER**

If the Purchaser is responsible for delays which cause the installation and acceptance of this system, to be rescheduled beyond the Period of Performance set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense.

**Section 9 LICENSES/AUTHORIZATION**

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

**Section 10 INDEMNIFICATION**

Motorola agrees to and hereby indemnifies and saves Purchaser and/or H-GAC harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Purchaser and/or H-GAC by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

**Section 11 EQUIPMENT COMPATIBILITY; PRODUCT SUPPORT**

Motorola agrees that the equipment, will perform in accordance with the specifications and representations stated in Motorola's Proposal and Equipment List included in this Agreement. This Agreement does not extend to the performance of the equipment as a part of a larger system generally nor specifically to equipment in combination with products, elements or components not supplied by Motorola.

Motorola will use commercially reasonable efforts to provide replacement parts for Motorola manufactured subscriber equipment for five (5) years and for Motorola manufactured fixed infrastructure equipment for seven (7) years, both from the date of last manufacture. Motorola reserves the right to supply either assemblies or piece parts.

K-14

EXHIBIT     B      
PAGE     3     OF     8

## Section 12 WARRANTIES

A. **WARRANTY PERIOD.** Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. **SYSTEM FUNCTIONALITY.** Motorola represents that the Communications System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below, the Software Warranty set forth in the Software License Agreement, and the ESS Plan will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola's control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola's control, including Purchaser or its employees, contractors, consultants or agents.

C. **EQUIPMENT WARRANTY.** Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

### THIS WARRANTY DOES NOT APPLY TO

- a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.
- b) Defects or damage occurring from misuse, accident, water or neglect.

- c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this Communications System Agreement.
- d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.
- e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.
- f) Equipment that has had the serial number removed or made illegible.
- g) Batteries (because they carry their own separate limited warranty).
- h) Freight costs to the repair depot.
- i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.
- j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.
- k) Software.
- l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES

ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

**Section 13 CONFIDENTIAL INFORMATION**

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and CONFIDENTIAL will be released as necessary under the following conditions:

- (1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.
- (2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.
- (3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

**Section 14 SOFTWARE LICENSE**

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply.

**Section 15 PATENT INDEMNIFICATION**

Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright ("Infringement Claim"), and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; any Equipment that is not Motorola's design or formula; a modification of the Motorola Software by a party other than Motorola; or the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment, Motorola Software, or any of their parts.

**Section 16 DISCLAIMER OF PATENT LICENSE**

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

**Section 17 WAIVER**

Failure or delay on the part of Motorola or Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.

**Section 18 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**Section 19 ASSIGNABILITY**

The Agreement may not be assigned by any party hereto other than Motorola may assign this order to one of its Subsidiaries as in the normal course of business.

## Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola, Inc., ("Motorola"), and \_\_\_\_\_ ("Licensee").

For good and valuable consideration, the parties agree as follows:

### Section 1 DEFINITIONS

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

### Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

### Section 3 GRANT OF LICENSE

- 3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

#### Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto only one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any

information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee

paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8            TERM AND TERMINATION**

8.1        Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2        Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3        Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9            UNITED STATES GOVERNMENT LICENSING PROVISIONS**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

## **Section 10          CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11          LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

**Section 12 NOTICES**

Notices are described in the Primary Agreement.

**Section 13 GENERAL**

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola's Information Assurance Policy addresses the issue of security. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

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Exhibit D

**Technical and Implementation Documents**



# City of Plano – MOTOMESH Phase 1, sectors 1, 2, and 3 with Additional Backhaul and Phase W@W Sector 1 and 2 Statement of Work

## OnSite Infrastructure Response and Dispatch Service

### 1.0 Description of Services

Motorola/Scientel will respond to all emergency failures of the system on a 24 hour, 7 days a week basis. On-Call technical repair response is provided on a 24x7 basis during normal 8x5 CST business hours by calling the Motorola/Scientel Plano Office. After hours, before 8 a.m. CST and after 5 p.m. CST, repair service is requested by calling the Motorola/Scientel 7x24 Answering Service who shall contact the Motorola/Scientel On-Call technicians. The Answering Service has a list of all available Motorola/Scientel technicians, and escalation numbers for Motorola/Scientel management so that a response by Motorola/Scientel to the call-out is assured. In addition, Motorola/Scientel will provide the City of Plano with the On-Call Technical Support Number, which directly contacts the Motorola/Scientel service personnel. Once a trouble call is generated to the Motorola/Scientel Plano office or after hours Answering Service, the trouble call is tracked and will be escalated to the next level responder in the event the initial responder does not confirm receipt of the trouble call. Using an escalating response procedure guarantees initial contact will be made with Motorola/Scientel's technicians within the required response time.

Upon notification to the on-call technician, the technician will respond within the required response window. Motorola/Scientel will provide 2 hour phone response and the on-site, or virtual on-site, response time of 4 hours. If additional support is required, Motorola/Scientel has a team based regionally, fully trained and equipped to maintain MotoMesh, Cisco, DragonWave and Canopy Equipment and resolve any system issues after a disaster or emergency situation.

The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

### 2.0 Motorola has the following responsibilities:

- 2.1. Continuously receive service requests.
- 2.2. Create a Case as necessary when service requests are received. Gather information to perform the following:
  - 2.2.1. Characterize the issue.
  - 2.2.2. Determine a plan of action.
  - 2.2.3. Assign and track the Case to resolution.
  - 2.2.4. Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
- 2.3. Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
- 2.4. Ensure the required personnel have access to Customer information as needed.
- 2.5. Servicer will perform the following on-site:
  - 2.5.1. Run diagnostics on the Infrastructure or FRU.
  - 2.5.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
  - 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service. Motorola/Scientel will obtain customer authorization for any tools, and diagnostics test equipment prior to accessing the network and record on the ticket what tools were used and that they were either removed or turned off.

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- 2.5.4. If a third party Vendor is needed to restore the System, the Servicer may accompany that Vendor onto the Customer's premises, with prior approval and consent of the City of Plano.
- 2.6. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. and the Servicer will be released.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.9. Notify Customer of Case Status as defined required by the Customer Support Plan:
  - 2.9.1. Open and closed; or
  - 2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
- 2.10. Provide Case activity reports to Customer. Status information upon request by City of Plano.
- 2.11. Motorola/Scientel will maintain and store in an easily accessible location any and all Software needed to restore the System.
- 2.12. Maintain and store in an easily accessible location proper System backups.
- 3.0 Customer has the following responsibilities:
  - 3.1. Contact Motorola, as necessary, to request service.
  - 3.2. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
    - 3.2.1. Case notification preferences and procedure.
    - 3.2.2. Repair Verification preference and procedure.
    - 3.2.3. Database and escalation procedure forms.
    - 3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
  - 3.3. Provide the following information when initiating a service request:
    - 3.3.1. Assigned System ID number.
    - 3.3.2. Problem description and site location.
    - 3.3.3. Other pertinent information requested by Motorola to open a Case.
  - 3.4. Allow approved Servicers access to Equipment.
  - 3.5. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.
  - 3.6. Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by Customer in accordance with section 3.2.
  - 3.7. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.
  - 3.8. City of Plano can escalate the severity level, based on network impact.

**Severity Definitions Table**

Severity Level	Problem Types
Severity 1 – -Water Tower - MISC - MUNI -or significant impact to the customers end users preventing acceptable system availability	<ul style="list-style-type: none"> <li>▪ Response is provided continuously</li> <li>▪ Major System failure</li> <li>▪ 33% of System down</li> <li>▪ 33% of Site channels down</li> <li>▪ Site Environment alarms (smoke, access, temp, AC power.</li> <li>▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</li> </ul>

Severity 2 - IAP	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Significant System Impairment not to exceed 33% of system down</li> <li>▪ System problems presently being monitored</li> <li>▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</li> </ul>
Severity 3 - MWR	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Intermittent system issues</li> <li>▪ Information questions</li> <li>▪ Upgrades/Preventative maintenance</li> <li>▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li> </ul>

**Response Times Table** (Customer's Response Time Classification is designated in the Service Agreement)

Severity Level	Response Time
Severity 1  -or significant impact to the customers end users preventing acceptable system availability	Within 4 hours from receipt of Notification Continuously
Severity 2	Within 4 hours from receipt of Notification Standard Business Day
Severity 3	Within 24 hours from receipt of Notification Standard Business Day

## Infrastructure Repair

### 1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.



- 2.0 Motorola has the following responsibilities:
  - 2.1. Provide repair return authorizations when requested by Customer or Scientel.
  - 2.2. Receive malfunctioning Infrastructure from Customer and documents its arrival, repair and return.
  - 2.3. Perform the following service on Motorola Infrastructure:
    - 2.3.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
    - 2.3.2. Replace the malfunctioning FRU or Components.
    - 2.3.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
    - 2.3.4 Perform a Box Unit Test on all serviced Infrastructure.
    - 2.3.5 Perform a System Test on select Infrastructure.
  - 2.4. Provide the following service on select third party Infrastructure:
    - 2.4.1 Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
    - 2.4.2 Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
    - 2.4.3 Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
    - 2.4.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration.
  - 2.5. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.3. If customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release (s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
  - 2.6. Properly package repaired Infrastructure.
  - 2.7. Ship repaired Infrastructure to the Customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays.
  
- 3.0 Customer/Scientel has the following responsibilities:
  - 3.1. Contact or instruct Scientel to contact the Motorola System Support Center (SSC) and request a return authorization number prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
    - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
    - 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
    - 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
    - 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
  - 3.2 Properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer/Scientel is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside packaging.
  - 3.3 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
  - 3.4 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair services to Customer.
  - 4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair:
    1. All Infrastructure over seven (7) years from product cancellation date.

2. Physically damaged Infrastructure.
3. Third party Equipment not shipped by Motorola.
4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
5. Test equipment.
6. Racks, furniture and cabinets.
7. Firmware and/or Software upgrades.

Broadband Infrastructure Exhibit for Advanced Exchange	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Access Points	Includes Canopy, Mesh, MotoMesh, Meshcam, MeshTrack, Hot Zone Duo intelligent access points, and any MESH equipment purchased through Motorola. Excludes all other technologies
Backhaul	Includes Canopy and dragonwave equipment Excludes all other technologies
Cables, connectors and testers	Excluded
Cameras	Includes Meshcam, Automatic License Plate Recognition Kits (only) Excludes all other technologies, fixed black & white, color, pan tilt zoom analog, pan tilt zoom IP, fixed hybrid (IP and Analog) cameras
Cluster Management Modules (CMM)	Includes Canopy. Excludes all other technologies
Digital Video Recorder	Includes Mobile Video Enforcer Excludes-all other technologies
Docking Station	Includes Mobile Video Enforcer Excludes all other technologies
Mobile Internet Switching Controller(MISC)	Includes Mobile Video Enforcer, HP DL360, Mobile Video Enforcer system server Excludes all other technologies
Modems	Includes Mesh, MotoMesh Excludes all other technologies
Monitors	Excluded
Mounting Bracket	Excluded
Multiplexers	Excludes RAD data multiplexers
Network Interface Card	Includes Mesh, MotoMesh, Meshcam Excludes all other technologies
Network Switches	Included
Networking Enablers	Excludes Asymmetric DSL Broadband Gateway, Asymmetric Customer Premise Equipment, Symmetric DSL Broadband Gateway, Symmetric DSL-CPE's and accessories
Personal Tracking Device	Includes MeshTrack Excludes all other technologies
Power Supply	Included
Reflector Hardware Kit	Excluded
Software	Excluded
Subscriber Modules	Includes Canopy Excludes all other technologies
Surge Suppressor	Excluded
UPS	Excluded from service agreements buy may be repaired on an above contract, time and material basis. Excludes any one-site services. Excludes all batteries.
Video Recording System	Includes Mobile Video Enforcer Excludes all other technologies



Wireless Router AC and DC Input	Includes Mesh, MotoMesh, Meshcam, MeshTrack, Hot Zone Duo Excludes all other technologies
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## Technical Support

- 1.0 Scientel's Technical Support was created to insure that City of Plano is provided the answers to their technical issues. Motorola's Technical Support Operation is available 24 hours per day, 365 days a year to field all levels of calls. Motorola will provide Technical Support 24x7, 365 days per year.
- 2.0 This operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues by telephone. A case is created on each issue and is followed to resolution, with escalation if necessary. Because of the Center's proximity to the factory engineers, the highest level of technical support is available. The City of Plano is required to provide remote connection to its Orion Network Monitoring System via Netmotion Remote Client VPN connection and to the rest of the Motorola Mesh network to facilitate effective support and troubleshooting capabilities. Scientel will provide 24 x 7 remote monitoring services from both its Lombard and Plano facilities.

## Software Support

- 1.0 In order to keep the City of Plano's system operating with current functionality and to prolong the useful life of the system, Motorola is providing a Software Support Program as part of this agreement.
- 2.0 Under the Software Support Program, Motorola will provide periodic bulletins which describe available Software Enhancement Releases or Core Releases. Basic Warranty includes Enhancement Releases which provide minor software performance enhancements, bug fixes and updates. This uplift support also provides Core Releases for major upgrades to the system software version. As a subscriber, the City of Plano may order any available Enhancement Release or Core Release, and it will be provided without separate charge.

## Maintenance and Support Detail

- 1.0 Under the Terms and Conditions of this Maintenance Agreement, periodic maintenance will be conducted on the City of Plano Broadband Wireless Network. The first inspection will occur on the sixth month (180 days) after the acceptance of the proposal by the City of Plano. The inspections will involve but not be limited to: 1. Perform system visual inspection, 2. Check components, 3. Run system self-test, 4. Verify against baseline documentation.
- 2.0 Document test results and file report with customer identifying all modifications or repairs pre-authorized, by City of Plano, to be made to the system during the maintenance inspection and documenting any recommended repairs or upgrades for the system.

## ANTENNA INFRASTRUCTURE

- 1.0 Prior to a site visit, the individual performing the inspection shall prepare a "Telecom Inspection Checklist" as applicable for each site to be visited. When in the field, the inspecting individual shall mark the checklist to confirm that a certain aspect of the project has been inspected, and note any discrepancies or needed modifications to the checklist.



2.0 Maintenance Checklist: An inspection of each site will be performed to ensure that the integrity of the original installation remains intact. During the physical inspection process, data on the following items will be collected and provided to the City of Plano in a formal report.

### IAP Sites:

- MotoMesh Antenna's (IAP7300) condition
- Connection(s) condition (Bolts, clamps, brackets, etc.)
- Power cable condition
- Communication cable condition
- Radio/switch installation condition
- Connection(s) condition (cabling)

### MWR Sites:

- MotoMesh Antenna's (MWR7300) condition
- Connection(s) condition (Bolts, clamps, brackets, etc.)
- Power cable condition
- Cable routing condition
- Connection(s) condition (cabling)

### Canopy Sites:

- Canopy Antenna condition
- Connection(s) condition (Bolts, clamps, brackets, etc.)
- PoE cable condition or power cable condition
- Cable routing condition
- Connection(s) condition (cabling)
- GPS Cable Testing

### DragonWave Sites:

- DragonWave Antenna condition
- Connection(s) condition (Bolts, clamps, brackets, etc.)
- LMR and Fiber cable condition
- Cable routing condition
- Connection(s) condition (cabling)

### Other Site Maintenance:

- 1.0 **Cabinet Maintenance:** Motorola/Scientel will provide the necessary monthly inspections, and take the necessary steps to maintain cabinets that are part of this bid proposal. Cabinet Maintenance includes periodic painting and repairing cabinets to prevent the cabinet from failing to protect the System equipment.
- 2.0 **APC UPS:** Motorola/Scientel will provide the necessary monthly inspections, and take the necessary steps to maintain proper Uninterrupted Power Supply operation that are part of this proposal. This includes UPS

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tune-ups, adjustments and repairs on a monthly basis to keep the units in proper operating condition. UPS spares and advance replacement is not included in this scope as per City of Plano request.

- 3.0 **Antenna Support Structures:** Motorola/Scientel will provide antenna support structure maintenance (poles, mounts, etc.) and take the necessary steps to maintain the antenna support structures that are part of this bid proposal. This includes corrosion control and defective part replacement.
- 4.0 **Microwave Antenna Systems:** Motorola/Scientel will provide inspections on a quarterly basis using various test equipment to measure the condition of the Microwave antenna, coax, cables and connectors. Motorola/Scientel will provide any needed repair for the antenna systems, by replacing any defective antenna hardware, to assure proper operation of the antenna system.

## NETWORK SOFTWARE & HARDWARE

- 1.0 To help minimize the risk of potential problems, Motorola/Scientel Wireless will check Network Software & Hardware Maintenance Checklist during the preventative maintenance period to ensure continued network stability, information security, and data integrity.
- 2.0 As a service to City of Plano, Motorola/Scientel will perform the Network Software & Hardware Maintenance Checklist on a monthly basis to keep your systems and network running smoothly:
  - Apply any critical service packs and critical software upgrades that are currently affecting network performance. All other releases should be installed within 6 months of release date.
  - Test speed of Mobile network connection via sample download/upload.
  - Hardware conflicts.
  - Standalone Performance Checks.
  - Network Connectivity Checks.
  - Network Performance Checks.
  - Check Event logs on MiSC.
  - Verify Security.
  - Fault Tolerance Verification.
  - Meeting to discuss current issues and address future requirements.

## ITEMS COVERED UNDER THE CONTRACT

- 1.0 Items covered under this contract are on the MotoMESH System. All sites are within the City Limits of The City of Plano, TX. The system maintenance is based on the following:

### **Phase 1, sectors 1, 2, and 3. W/additional backhaul and Phase W@W sectors 1 and 2:**

- 176 IAP7000 Intelligent Access Points
- 1269 MWR7000 Mobile Wireless Routers
- 8 hops of DragonWave Licensed Microwave
- 72 Motorola Canopy Advantage Access Points
- 155 Motorola Canopy Subscriber Modules
- 9 Canopy Cluster Management Modules w/TSP
- 2 Canopy Backhaul Radios
- 3 Cameras
- 1 MiSC (Cisco 3560 SW)



## SYSTEM REPAIRS WHEN NECESSARY

- Replace minor components (connectors, fittings, etc.) as needed, to ensure continued reliable operation of the system, at no charge to the City of Plano.
- Perform Warranty Related Repairs (if hardware or software is still under warranty), at no charge to the City of Plano.
- Estimate cost, time, and materials for repairs for non-warranty related items for any significant items needing repair, which are identified during the maintenance inspection.
- If estimate is accepted, perform repairs.
- Replace units as required and when necessary to ensure reliable operation of the system. These devices will be replaced by the fixed unit or a new unit when available. APC UPS units are the responsibility of City of Plano.
- Store spares at Motorola/Scientel's Plano facility.

## LIMITATIONS/EXCLUSIONS

- Motorola/Scientel will not cover, under the contract terms/amounts paid, when time and material repairs are needed for:
  - Vandalism/abuse of the installed hardware and software.
  - 3rd party hardware or software changes that impact network performance made by the customer after system acceptance. Motorola/Scientel will however provide technical support to resolution, if a software conflict arises. Motorola may request that the software in question be removed prior to providing support in order to establish isolation to determine if the issue is with the MESH application or with the secondary software loaded.
    - If a conflict results from a patch or upgrade Motorola will provide technical support to resolve the issue. Motorola may request that the last patch or upgrade be removed in order to determine if a problem pre-existed, then allow for the patch or upgrade to be reinstalled and continue support to resolve the conflict/issue.
  - Electricity service caused problems, such as lightning strikes or power outages.
  - Out of warranty software or hardware not included as part of this agreement.

## CALL-OUTS and CORRECTIVE MAINTENANCE

- 1.0 Motorola/Scientel will respond to all emergency failures of the system on a 24 hour, 7 days a week basis. On-Call technical repair response is provided on a 24x7 basis during normal 8x5 CST business hours by calling the Motorola/Scientel Plano Office. After hours, before 8 a.m. CST and after 5 p.m. CST, repair service is requested by calling the Motorola/Scientel 7x24 Answering Service who shall contact the Motorola/Scientel On-Call technicians. The Answering Service has a list of all available Motorola/Scientel technicians, and escalation numbers for Motorola/Scientel management so that a response by Motorola/Scientel to the call-out is assured. In addition, Motorola/Scientel will provide Motorola/City of Plano with the On-Call Technical Support Number, which directly contacts the Motorola/Scientel service personnel. Once a trouble call is generated to the Motorola/Scientel Plano office or after hours Answering Service, the trouble call is tracked and will be escalated to the next level responder in the event the initial responder does not confirm receipt of the trouble call. Using an escalating response procedure guarantees initial contact will be made with Motorola/Scientel's technicians within the required response time.
- 2.0 Upon notification to the on-call technician, the technician will respond within the required response window. Motorola/Scientel will provide 2 hour phone response and the on-site, or virtual on-site, response time of 4 hours. If additional support is required, Motorola/Scientel has a team based regionally fully trained and equipped to maintain MotoMesh, Cisco, DragonWave and Canopy Equipment and resolve any system issues after a disaster or emergency situation.

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## **SUPPORT PROCEDURE:**

Upon receipt of a major alarm Motorola/Scientel will dispatch a technician from our Plano, TX facility in accordance with the following procedure:

- Motorola/Scientel Wireless receives notification of problem or failure.
- Motorola/Scientel technician uses NMS to troubleshoot problem or failure.
- Motorola/Scientel technician determines if problem or failure is minor or major.

### **If problem is classified Minor (non-traffic affecting):**

1. City of Plano technical representative determines if call out of Motorola/Scientel technician is required.
2. NOC technician contacts Scientel technical representative.
3. Motorola/Scientel technician is dispatched to City of Plano to rectify the problem.
4. Motorola/Scientel technician notifies the City of Plano of failure/problem and onsite arrival.
5. Motorola/Scientel technician corrects problem or failure.
6. Motorola/Scientel technician documents repairs made and files report.
7. Motorola/Scientel technician notifies the City of Plano of problem resolution.

### **If problem is classified as Major (traffic affecting):**

1. City of Plano technical representative determines if call out of Motorola/Scientel technician is required.
2. NOC technician contacts Scientel technical representative.
3. Motorola/Scientel technician is dispatched to City of Plano to rectify the problem.
4. If major problem occurs during non-business hours, Motorola/Scientel technician is dispatched to the City of Plano to rectify the problem.
5. Motorola/Scientel technician corrects problem or failure
6. Motorola/Scientel technician documents repairs made and files report
7. Motorola/Scientel technician notifies the City of Plano of problem resolution.

Motorola makes the commitment to the City of Plano that it will not replace Scientel without the prior approval of the City of Plano; however, this commitment is only valid if Scientel maintains Motorola's requirements to retain the status of a specialty subcontractor.

**RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABLE EQUIPMENT**  
A CONTRACT BETWEEN  
**HOUSTON-GALVESTON AREA COUNCIL**  
Houston, Texas  
AND  
**MOTOROLA, INC.**  
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND **Motorola, Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1507 LBJ Freeway, Suite 700, Farmers Branch, Texas 75234.

**WITNESSETH**

**WHEREAS:** The **H-GAC** enters into this Contract as Agent for participating governmental agencies, hereinafter referred to as **END USER**, for the purchase of **Radio Communication/Emergency Response & Mobile Interoperable Equipment** offered by the **CONTRACTOR**; and

**WHEREAS:** The **CONTRACTOR** offers to sell **Radio Communication/Emergency Response & Mobile Interoperable Equipment** through the **H-GAC** Contract to End Users; and

**WHEREAS:** The Contract shall be in effect for a period beginning January 1, 2008 through December 31, 2009, subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**; and now

**THEREFORE:** **H-GAC** and the **CONTRACTOR** do hereby agree as follows:

• **GENERAL PROVISION ARTICLES 1 - 23** •

**ARTICLE 1:** **IDENTIFICATION OF CONTRACT DOCUMENTS**

The Contract shall be in effect for **Radio Communication/Emergency Response & Mobile Interoperable Equipment** listed in Proposal Specifications numbered **RA01-08**, including any relevant suffixes, and shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including Attachment A, and Attachment B (Motorola Standard Equipment Warranty)
2. **CONTRACTOR'S** Response to Proposal No.: **RA01-08**
3. Proposal Specifications No.: **RA01-08**
4. System Purchase Agreements
5. Motorola Software License

The terms and conditions, specifications, manufacture, delivery, warranty, training and service for **H-GAC** and the **END USER** shall be fulfilled in compliance with this Contract including, but not limited to Proposal Specifications, Terms and Conditions, and **CONTRACTOR'S** response opened October 4, 2007 unless specifically changed within the text of this Contract Form.

**ARTICLE 2:** **LEGAL AUTHORITY**

The **CONTRACTOR** and **H-GAC** warrants and assures one another that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind both parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 3:** **APPLICABLE LAWS**

Both parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances and ordinances, and laws in effect or promulgated during the term of this Contract. The **CONTRACTOR** agrees to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, standards, ordinances and laws in effect or promulgated during the term of this Contract.

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**ARTICLE 4:**

**INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or the CONTRACTOR. No provision of this Contract or act of H-GAC in performance of the Contract shall be construed as making the CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee payrolls and claims arising therefrom.

CONTRACTOR shall notify H-GAC of any law suits filed against it which involves products sold pursuant to this Contract, or which, if successful, would adversely affect its financial condition. A law suit which includes a specific demand for an amount in excess of \$250,000 which would not be covered by insurance shall automatically be considered a law suit which, if successful, would adversely affect the financial condition of the sued party.

**ARTICLE 5:**

**TITLES NOT RESTRICTIVE**

The titles assigned to the various articles of this Contract are for convenience only and are generally descriptive of the matters following. Titles shall not be considered restrictive of the subject matter of any section, or part of this Contract.

**ARTICLE 6:**

**SUBCONTRACTS**

The Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC.

H-GAC shall not unreasonably delay or withhold acceptance of a proposed assignment of a proposed subcontractor.

The Contractor acknowledges that H-GAC is not liable to any subcontractor's of the Contractor.

The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Contract as if the performance rendered was rendered by the Contractor.

**ARTICLE 7:**

**EXAMINATION AND RETENTION OF RECORDS**

The CONTRACTOR shall maintain during the course of the work, complete and accurate records of all of the CONTRACTOR'S costs and documentation of items which are chargeable to END USER under this Contract. H-GAC, through its staff or designated public accounting firm, the State of Texas, and the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of the CONTRACTOR. Failure to provide access to records may be cause for termination of the Contract. CONTRACTOR agrees that its books and records, as they pertain to work done or items supplied present to the Purchase Order or Contract shall at all reasonable hours be subject to audit and inspection at the CONTRACTOR'S facility by H-GAC and/or END USER. This audit shall be limited to the verification of invoice quantities to shipments and shipment receipts. Except as otherwise provided by law, nothing contained herein shall authorize H-GAC and/or END USER to audit particular books or CONTRACTOR insofar as such particular books or records contain confidential information regarding product costs.

The CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained.

The CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

**ARTICLE 8:**

**CHANGES AND AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided if the Contractor may not legally comply with such change, the Contractor may terminate its participation herein as authorized by Article 18.

H-GAC may, from time to time, require changes in the scope of the services of the Contractor to be performed hereunder. Such changes that are mutually agreed upon by and between H-GAC and the Contractor in writing shall be incorporated into this Contract.

**ARTICLE 9:**

**DISPUTES**

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EXHIBIT E  
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**RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABLE EQUIPMENT Page 3 of 10**

Any and all disputes concerning questions of fact or of law arising under this Contract which are not disposed of by agreement shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with H-GAC'S final decision.

**ARTICLE 10: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 11: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 12: NON DISCRIMINATION AND EQUAL OPPORTUNITY**

The Contractor agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Contract; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Contract.

**ARTICLE 13: CRIMINAL PROVISIONS AND SANCTIONS**

The CONTRACTOR agrees that it will perform the Contract in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of the funding entity. The CONTRACTOR agrees to promptly notify H-GAC of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Contract within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The CONTRACTOR further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

**ARTICLE 14: PURCHASE ORDERS ISSUED PURSUANT TO CONTRACTS**

Through Interlocal Contracts, H-GAC offers governmental agencies and qualifying non-profit corporations the opportunity to participate in the H-GAC Cooperative Purchasing Program. Therefore, purchase orders may be executed by END USERS throughout the State. In addition, through Interstate Interlocal Contracts the Program is now made available for possible participation by END USERS beyond Texas.

**ARTICLE 15: SCOPE OF SERVICES**

The services to be performed by CONTRACTOR in the State of Texas are outlined within this Contract, Proposal specifications, GA\CONTRACTRA01-08.8\Motorola\ RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABLE EQUIPMENT  
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**RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABLE EQUIPMENT** Page 4 of 10  
any Attachment, and Proposal Response. Any Change Order shall be stated in complete detail and submitted by END USER to CONTRACTOR and copied to H-GAC. No verbal Change Order shall be accepted by CONTRACTOR from any END USER.

**ARTICLE 16:**

**THE COMPLETE AGREEMENT**

This Contract consists of the Contract text stated herein, the Proposal Specifications, including but not limited to Terms and Conditions, proposer's/proposer's response, including but not limited to, prices and options offered all of which are incorporated within the contract, and constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 17:**

**LIMITATION ON LIABILITY**

The CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

*Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, is limited to the price of the particular products sold hereunder with respect to which either refund the purchase price, repair or replace product(s) that are not as warranted. In no event will Motorola be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special, or consequential damages to the full extent such may be disclaimed by law.*

**ARTICLE 18:**

**TERMINATION PROCEDURES**

CONTRACTOR acknowledges that this Contract may be terminated under the following circumstances:

A. **Convenience**

H-GAC may terminate this Contract in whole or in part without cause at any time by written notice by certified mail to CONTRACTOR whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC. Upon receipt of notice of termination, all services hereunder of CONTRACTOR and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, CONTRACTOR shall prepare final invoices within 30 calendar days of such termination reflecting the services actually performed which have not appeared on any prior invoice. Such invoices shall be satisfactory to the Executive Director or his designee. END USER will pay CONTRACTOR, in accordance with the terms and conditions of this Contract, for services actually performed and accruing to the benefit of END USER less any compensation previously paid. H-GAC, in accordance with the terms and conditions of this Contract, will invoice CONTRACTOR for any order processing charges due, and CONTRACTOR agrees to pay said order processing charges.

CONTRACTOR may cancel or terminate this Contract upon thirty (30) days written notice by certified mail to H-GAC. CONTRACTOR may not give notice of cancellation after it has received notice of default from H-GAC. In the event of such termination prior to completion of this Contract provided for herein, END USER will pay CONTRACTOR, in accordance with the terms and conditions of this Contract, for services actually performed and accruing to the benefit of END USER less any compensation previously paid. H-GAC, in accordance with the terms and conditions of this Contract, will invoice CONTRACTOR for any order processing charges due, and CONTRACTOR agrees to pay said order processing charges.

B. **Default**

H-GAC may, by written notice of default to CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:

- (1) If CONTRACTOR fails to perform the services herein specified within the time specified herein or any extension thereof, or
- (2) If CONTRACTOR fails to perform any of the provisions of this Contract for any reason whatsoever, or so fails to make progress or otherwise violates this Contract that completion of services herein specified within the term of this Contract is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) calendar days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

In the event of such termination, all services of CONTRACTOR and its employees and subcontractors shall cease and CONTRACTOR shall prepare a final invoice reflecting the services actually performed pursuant to this Contract which have not

appeared on any prior invoice. Such invoice must be satisfactory to the END USER and to the Executive Director of H-GAC or his designee. END USER reserves the right, in accordance with the terms and conditions of this Contract, to withhold from the payment

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of said invoices for services actually performed and accruing to the benefit of END USER, as reflected on invoice, any compensation previously paid and any costs or damages incurred by END USER as a result of such default, including incremental costs that END USER will incur to have Purchase Order(s) completed by a person other than CONTRACTOR. H-GAC, in accordance with the terms and conditions of this Contract, will invoice CONTRACTOR for any order processing charges due, and CONTRACTOR agrees to pay said order processing charges.

C. Final Billing In the Event of Termination

CONTRACTOR shall fill all pending orders and then prepare final invoices reflecting the services actually performed pursuant to this Contract and to the satisfaction of H-GAC'S Executive Director or his designee. END USER will pay CONTRACTOR, in accordance with the terms and conditions of this Contract, for services actually performed and accruing to the benefit of END USER less any compensation previously paid. H-GAC, in accordance with the terms and conditions of this Contract, will invoice CONTRACTOR for any order processing charges due, and CONTRACTOR agrees to pay said order processing charges.

**ARTICLE 19: GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

**ARTICLE 20: CONTRACTOR'S REPRESENTATIVE**

CONTRACTOR'S representative(s) shall be the contact person(s) concerning all matters pertaining to END USER orders. Any change of representation shall be immediately communicated in written form to H-GAC by CONTRACTOR.

END USER will remit all payments to CONTRACTOR under this Contract. Under no circumstances shall checks be made payable to a representative. Should a representative submit invoices to END USER for reimbursement of costs relating to an END USER Purchase Order for products/services, the Invoice shall be forwarded to CONTRACTOR.

**ARTICLE 21: REPORTING REQUIREMENTS**

Upon request by H-GAC, CONTRACTOR shall provide monthly written reports to H-GAC. Such reports may include, but are not limited to the following; detailing of all orders received, scheduled production, and scheduled delivery under this contract.

If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any report or other documentation required by this Contract, or otherwise fails to satisfactorily render performances hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 22: MOST FAVORED CUSTOMER CLAUSE**

If MOTOROLA at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to H-GAC on a basis that provides prices more favorable than those provided to H-GAC, MOTOROLA shall within ten (10) business days thereafter notify H-GAC of that offering. The contract with H-GAC shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein MOTOROLA shall provide the same quantity discount to H-GAC and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If MOTOROLA believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, MOTOROLA shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons MOTOROLA believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between H-GAC and MOTOROLA shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to H-GAC.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Motorola has in the State of Texas. The term "pre-existing contracts" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e. 1/1/08.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "Communications System" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

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The Parties accept the following definition of routine. *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

**ARTICLE 23:**

**INDEMNIFICATION**

The **CONTRACTOR** agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, the State of Texas, the United States Government and their respective board members, officers, agents, officials, and employees from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of and to the extent caused by the **CONTRACTOR'S** negligent acts or omissions under this Contract, the **CONTRACTOR'S** non-performance of this Contract, or the **CONTRACTOR'S** violation of any law, regulation or other standard incorporated herein. The **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against the **CONTRACTOR** relating to this Contract.

• **PRODUCT SPECIFIC ARTICLES 24-46** •

**ARTICLES 24, 25 AND 26 ARE COMBINED TO READ AS FOLLOWS:**

**PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS**

1. All Cooperative Purchasing business will be processed in accordance with **H-GAC's** policies and procedures, at contracted prices, and shall include approved order processing charges.
2. **END USER** will access the Cooperative Purchasing Program through the **H-GAC** website and /or by submission of any duly executed purchase order to a contractor having a valid contract with **H-GAC** and in a format acceptable to **H-GAC**.
3. **END USER** will submit order(s) electronically through **CONTRACTOR'S** on-line ordering process or issue Purchase Order(s) directly to **CONTRACTOR** at contract prices, and also submit a copy to **H-GAC**.
4. The **H-GAC CONTRACTOR** will deliver products/services as specified by the contract between **CONTRACTOR** and **H-GAC**, and invoice each **END USER** for (1) products/services purchased and (2) **H-GAC'S** applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an **H-GAC CONTRACTOR's**, documented invoice, **END USER** shall pay the **H-GAC CONTRACTOR** the full amount of the invoice.
6. For orders of less than \$100,000, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to **H-GAC** on a monthly basis. For orders of \$100,000 or more, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case, not later than forty-five (45) calendar days after receipt of End User payment by **Motorola**.
7. Failure to promptly remit **H-GAC's** order processing charges may result in sanctions including, but not limited to, contract termination.
8. **CONTRACTOR** shall be responsible for delivery and acceptance of each unit by **END USER**, according to the requirements of the specifications, this Contract, and purchase order issued to **CONTRACTOR** by an **END USER**. All required equipment tests shall be borne by **CONTRACTOR**.
9. **CONTRACTOR** shall promptly provide **H-GAC** and **END USER** with all information pertaining to delivery schedules. **CONTRACTOR** shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F.O.B. **END USER'S** location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the **H-GAC CONTRACTOR** prior to receipt of **END USER's** purchase order for delivery of any products/services has received **H-GAC's** prior written approval for any price increases.
12. The **H-GAC CONTRACTOR** agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** order processing charge. The **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal contracts with **H-GAC**.

**ARTICLE 27:**

**PRE-PAYMENTS AND DISCOUNTS**

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1. Progress and pre-payment discounts offered by CONTRACTOR shall be fully disclosed to END USER by CONTRACTOR'S representative and subsequently listed on the END USER'S purchase order to CONTRACTOR.

Discounts may be offered by CONTRACTOR based on similarly constructed products and quantity purchases. Discounts may be stated in either dollar amount or percentage and shall be applicable to CONTRACTOR defined number of similar units.

2. CONTRACTOR shall be the sole source of determination as to similar designation.

**ARTICLE 28:**

**LIABILITY INSURANCE**

CONTRACTOR shall maintain proof of liability insurance in minimum amounts listed below and shall provide proof of said insurance to H-GAC upon request.

General liability	\$1,000,000 per single occurrence
Product liability	\$1,000,000 per single occurrence

Insurance coverage shall be in effect for the length of the contract and any extensions thereof, plus the number of months or days required to deliver any outstanding order after the close of the contract. Contractor shall promptly notify H-GAC of cancellation or changes in insurance coverage during the contract period.

**ARTICLE 29:**

**COMPLETION AND LIQUIDATED DAMAGES**

*(This Article does not apply to this Contract)*

**ARTICLE 30:**

**COMPLIANCE WITH PROPOSAL SPECIFICATIONS**

The contract herein provides certain details emphasizing the intent of the proposal specifications:

Warranties:

CONTRACTOR'S standard equipment warranty, as revised 4-1-00, shall be made a part of this Contract, a copy of which shall be attached to this Document. H-GAC reserves the right to examine the language in this standard warranty and to accept or reject any changes made after this date. H-GAC shall hold the CONTRACTOR responsible for the execution and effectiveness of all product warranty. H-GAC shall look only to the CONTRACTOR as the sole source for solution to problems arising from warranty claims. The CONTRACTOR agrees to respond directly to correction of warranty claims and to ensure reconciliation of warranty claims which have been assigned to a third party.

Selection of Components:

The selection of quality components shall be determined by the CONTRACTOR. Since durability and warranty provisions are an inherent consideration in the selection process, H-GAC and the END USERS subject themselves to a trust relationship with the CONTRACTOR to deliver a product which will comply with standards set for the specified product detail in the proposal specifications.

Contractor's Default:

Should the contractor default in providing the equipment as specified in the specifications, and in this contract, recourse may be exercised through the performance bond or other legal remedies.

Delivery to End User:

CONTRACTOR shall schedule delivery to END USER sites in coordination with the relevant END USER's site.

Accessories and Options:

All accessories and options listed in the Option Table shall become part of this contract.

**ARTICLE 31:**

**DOCUMENTATION**

CONTRACTOR will provide END USER Agency complete operating manuals on all equipment ordered.

**ARTICLE 32:**

**MANUFACTURER PRICE DECREASES/INCREASES**

1. Except as provided in ARTICLE 35, No price increases shall be allowed during the first twelve (12) months of this Contract period.
2. Any request for a price change must be submitted to H-GAC on CONTRACTOR'S letterhead, must be signed by a corporate officer, and must be received by H-GAC at least forty five (45) calendar days prior to the requested effective

GA CONTRACT RA01-08.8 Motorola RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABLE EQUIPMENT  
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- date of the increase.
3. Price increase requests **MUST** be supported by documentation, acceptable to H-GAC, concerning CONTRACTOR'S actual cost increase.
  4. H-GAC reserves the right to accept or reject any price change request.

In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of this Contract, CONTRACTOR may request a price change based on the same conditions as stated above. However, the forty-five (45) day prior notice is waived and H-GAC will consider the request immediately on receipt.

**ARTICLE 33: CONTRACTOR'S FIRMWARE/SOFTWARE**

CONTRACTOR provides firmware/software only under license. END USER agencies will not own such firmware/software and will be authorized for its use only after proper completion of the CONTRACTOR'S Software Agreement Documentation except as CONTRACTOR agrees to sell the Source Code to the END USER.

**ARTICLE 34: SYSTEM PURCHASE AGREEMENT**

It is agreed that the scope of this Contract is limited to the procurement of equipment and services defined in Motorola's Proposal Response opened October 4, 2007 in response to the Proposal Specifications. It is further agreed that END USERS may use this Contract to purchase systems and/or services. In such event, a separate agreement, making reference to this Contract, may be negotiated between the CONTRACTOR, and the END USER. Said document shall be entitled, "*System Purchase Agreement*".

Using prices for products and services established in the Proposal Response opened October 4, 2007, each "*System Purchase Agreement*" shall define the associated costs for all such services. The "*System Purchase Agreement*" shall set forth all specific details of the negotiated agreement. It may include, but is not limited to the following: • division of responsibilities, • sites, • surface/subsurface conditions, • system design technical requirements, • performance and schedules, • coverage, • warranties, • installation and implementation, • list of deliverables, • Title and Risk of Loss, • FCC Licensing, • software licensing, • acceptance criteria, • payment terms, • documentation requirements, • changes, • customer delay, • termination for convenience/default, • limitation of liability, • training, • bonds, and • maintenance.

**ARTICLE 35: SUBSTITUTIONS AND DEVIATIONS**

H-GAC agrees to the substitution of Contractor's new published list prices to include new offerings. Along with the price book, Contractor will continue to provide a static discount structure to each part using published APC's (assigned product codes) consistent with current discounts. The new pricing, submitted in CD format, will be updated bi-monthly and provide a published sheet containing any changes within the CD format. Upon receipt of the CD, H-GAC will notify Contractor within five (5) business days if the price increases are not acceptable, or if H-GAC requires more information to make the determination.

**ARTICLE 36: BLANKET PERFORMANCE BOND**  
*(This Article does not apply to this Contract)*

**ARTICLE 37: PERFORMANCE BOND ISSUED TO END USER**

Optional Performance Bonds may be purchased and issued to the relevant END USER for an amount equal to the value of each purchase order.

**ARTICLE 38: INSPECTIONS BY H-GAC**

CONTRACTOR agrees to provide access to H-GAC authorized personnel for inspection of facilities and audit of purchase orders during the Contract period and for a period extending to the completion of any and all equipment ordered under the terms of this contract. Site inspections shall be arranged not less than ten (10) calendar days before said inspections and shall state the name(s) of persons who will conduct the inspections. CONTRACTOR shall not incur expenses relating thereto.

**ARTICLE 39: PROPOSAL PRICES OFFERED BY CONTRACTOR**

The pricing listed in CONTRACTOR'S Proposal Response as stated on *Forms D through F* shall be applicable to all products ordered under the terms of this Contract. Additional discounts may be offered at the discretion and sole liability of the CONTRACTOR.

**ARTICLE 40: CHANGE ORDER PROVISIONS**

Texas statutes limit change orders to an amount not exceeding twenty-five (25%) of the proposal price. A decrease of like amount is also provided. For the purpose of H-GAC procedures, the proposal price includes the base proposal amount and all priced options submitted with the proposal response.

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**ARTICLE 41: ORDER CANCELLATION**

In the event CONTRACTOR is unable to deliver a product/service by the scheduled delivery date, and the delay is caused by factory production delays exceeding one hundred twenty (120) days from the delivery date set in the purchase order, said product/service shall be subject to possible cancellation by END USER.

CONTRACTOR shall notify END USER and H-GAC of any conditions of Force Majeure that might cause delay in delivery of products/services. [See Article 11: "Force Majeure"]

**ARTICLE 42: ASSIGNMENT OR SUBLEASE OF RIGHTS**

Neither party shall assign or sublease any rights under this contract without the written consent of the other party. [See Article: "Subcontracts"]

**ARTICLE 43: CHANGE OF OWNERSHIP**

The CONTRACTOR shall notify H-GAC of any material change in name, ownership or control. Such notification shall be supplied within ten (10) business days of such change.

**ARTICLE 44: NON-COMPETITION CLAUSE**

A CONTRACTOR'S published or unpublished options may not compete with another CONTRACTOR'S base proposal award.

**ARTICLE 45: PRODUCER PRICE INDEX APPLIED TO CONTRACT EXTENSIONS**

Consideration of any contract extension exceeding sixty-one (61) days beyond the stated expiration date of the original contract period, may be subject to possible increases/decreases in the original proposal prices offered by the CONTRACTOR. The price increases/decreases shall not exceed the Producer Price Index (PPI) for the latest available reporting period prior to expiration of the original contract.

The relevant product code, as defined by the criteria of the U. S. Department of Labor's latest reporting period, shall be used to determine the maximum price increase/decrease for the length of the contract extension. H-GAC shall establish the date of the latest available report in determining the rate of increase/decrease based on direct communication with the U. S. Department of Labor.

**ARTICLE 46: CONTRACT PERFORMANCE**

CONTRACTOR must meet the following performance criteria at all times, and to H-GAC's complete satisfaction. Failure to do so may be considered to be non-compliant performance and may result in contract termination at H-GAC's sole discretion.

1. CONTRACTOR shall maintain sufficient qualified staff to process Purchase Orders, and to respond promptly by telephone, fax, and email.
2. CONTRACTOR shall participate in orientation and training as may be required by H-GAC.
3. H-GAC reserves the right to request that a new Sales Representative be assigned to the contract (Proposal Specifications, General Terms and Conditions).
4. CONTRACTOR shall provide toll free line(s) for access by H-GAC's End Users.
5. Motorola will use commercially reasonable efforts to encourage H-GAC End User Participants to purchase contracted items through the H-GAC Contract.
6. All Products/services sold and delivered will include all current manufacturer's standard features at no additional charge, and meet all H-GAC requirements and specifications in all respects.
7. Scheduled delivery dates will be met in all cases unless prevented by Force Majeure.

This contract, signed in two originals by both parties, shall become effective on the First day of January, 2008 and shall remain in effect for a period ending on the Thirty First day of December, 2009 at Midnight Central Time. The incorporated copies of Proposal Specifications numbered RA01-08 Terms and Conditions, and Proposaler's Response documents as identified in Article 1, shall become part of this contract.

Signed for Houston Galveston  
Area Council  
Houston, TX

*[Signature]*  
Executive Director

Attest for Houston Galveston  
Area Council  
Houston, TX

Deidre Vick, Director of Public Services

Date: *Feb 13 2008*

Signed for Motorola, Inc.  
Farmers Branch, TX

*[Signature]*  
Date: *2/12/2008*

Printed Name & Title: *Edward Fuerst  
MSSI Vice President*

Attest for Motorola, Inc.  
Farmers Branch, TX

*[Signature]*

Date: *2/12/2008*

Printed Name & Title: *Territory Administrator*

*[Faint stamp]*  
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This warranty applies within the fifty (50) United States, the District of Columbia and Canada.

**LIMITED WARRANTY  
MOTOROLA COMMUNICATION PRODUCTS**

If the affected product is being purchased pursuant to a written Communications System Agreement signed by Motorola, the warranty contained in that written agreement will apply. Otherwise, the following warranty applies.

**I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG:**

Motorola Inc. or, if applicable, Motorola Canada Limited ("Motorola") warrants the Motorola manufactured radio communications product, including original equipment crystal devices and channel elements ("Product"), against material defects in material and workmanship under normal use and service for a period of One (1) Year from the date of shipment.

Motorola, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it with the same or equivalent Product (using new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided purchaser notifies Motorola according to the terms of this warranty. Repaired or replaced Product is warranted for the balance of the original applicable warranty period. All replaced parts of the Product shall become the property of Motorola.

This express limited warranty is extended by Motorola to the original end user purchaser purchasing the Product for purposes of leasing or for commercial, industrial, or governmental use only, and is not assignable or transferable to any other party. This is the complete warranty for the Product manufactured by Motorola. Motorola assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola. Unless made in a separate written agreement between Motorola and the original end user purchaser, Motorola does not warrant the installation, maintenance or service of the Product.

Motorola cannot be responsible in any way for any ancillary equipment not furnished by Motorola which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment, and all such equipment is expressly excluded from this warranty. Because each system which may use the Product is unique, Motorola disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

**II. GENERAL PROVISIONS:**

This warranty sets forth the full extent of Motorola's responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at Motorola's option, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL,

INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

**III. HOW TO GET WARRANTY SERVICE:**

Purchaser must notify Motorola's representative or call Motorola's Customer Response Center at 1-800-247-2346 within the applicable warranty period for information regarding warranty service.

**IV. WHAT THIS WARRANTY DOES NOT COVER:**

- A) Defects or damage resulting from use of the Product in other than its normal and customary manner.
- B) Defects or damage from misuse, accident, water, or neglect.
- C) Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- D) Breakage or damage to antennas unless caused directly by defects in material workmanship.
- E) A Product subjected to unauthorized Product modifications, disassemblies or repairs (including, without limitation, the addition to the Product of non-Motorola supplied equipment) which adversely affect performance of the Product or interfere with Motorola's normal warranty inspection and testing of the Product to verify any warranty claim.
- F) Product which has had the serial number removed or made illegible.
- G) Batteries (they carry their own separate limited warranty).
- H) Freight costs to the repair depot.
- I) A Product which, due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with Motorola's published specifications or with the FCC type acceptance labeling in effect for the Product at the time the Product was initially distributed from Motorola.
- J) Scratches or other cosmetic damage to Product surfaces that does not affect the operation of the Product.
- K) That the software in the Product will meet the purchaser's requirements or that the operation of the software will be uninterrupted or error-free.
- L) Normal and customary wear and tear.
- M) Non-Motorola manufactured equipment unless bearing a Motorola Part Number in the form of an alpha numeric number (i.e., TDE6030B).

**V. GOVERNING LAW**

In the case of a Product sold in the United States and Canada, this Warranty is governed by the laws of the State of Illinois and the Province of Ontario, respectively.

**VI. PATENT AND SOFTWARE PROVISIONS:**

Motorola will defend, at its own expense, any suit brought against the end user purchaser to the extent that it is based on a claim that the Product or its parts infringe a United States patent, and Motorola will pay those costs and damages finally awarded against the end user purchaser in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following:

- A) that Motorola will be notified promptly in writing by such purchaser of any notice of such claim;
- B) that Motorola will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and
- C) should the Product or its parts become, or in Motorola's opinion be likely to become, the subject of a claim of infringement of a United States patent, that such purchaser will permit Motorola, at its option and expense, either to procure for such purchaser the right to continue using the Product or its parts or to replace or modify the same so that it becomes non-infringing or to grant such purchaser a credit for the Product or its parts as depreciated and accept its return. The depreciation will be an equal amount per year over the lifetime of the Product or its parts as established by Motorola.

Motorola will have no liability with respect to any claim of patent infringement which is based upon the combination of the Product or its parts furnished hereunder with software, apparatus or devices not furnished by Motorola, nor will Motorola have any liability for the use of ancillary equipment or software not furnished by Motorola which is attached to or used in connection with the Product. The foregoing states the entire liability of Motorola with respect to infringement of patents by the Product or any its parts thereof.

Laws in the United States and other countries preserve for Motorola certain exclusive rights for copyrighted Motorola software such as the exclusive rights to reproduce in copies and distribute copies of such Motorola software. Motorola software may be used in only the Product in which the software was originally embodied and such software in such Product may not be replaced, copied, distributed, modified in any way, or used to produce any derivative thereof. No other use including, without limitation, alteration, modification, reproduction, distribution, or reverse engineering of such Motorola software or exercise of rights in such Motorola software is permitted. No license is granted by implication, estoppel or otherwise under Motorola patent rights or copyrights.

Attachment A  
**MOTOROLA, INC.**  
Radio Communication/Emergency Response & Mobile Interoperable Equipment  
Contract No.: RA01-08

Product Code	Manufacturer	Description	Base Offered Price
<b>A&amp;B</b>			
<b>Per the RFP Motorola has included an Electronics Catalogue (ECAT), April 2007 Edition, on a CD media in lieu of listing each individual product and its options. In addition, the discount APC (Accounting Product Code) sheet detailed below is to be used to calculate all individual prices within the ECAT disk.</b>			
<b>D</b>	<b>Service</b>	<b>Motorola Integration Services</b>	
D		Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
D		Project Management Daily Rate*	\$1,500
D		System Engineering Daily Rate*	\$1,500
D		System Technologist Daily Rate*	\$1,800
D		Standard Shop Installation: Hourly Rate*	\$125
D		Standard Shop Installation: Daily Rate*	\$850
D		Mobile Radio Installation*	\$150- \$350
D		Radio Programming*	\$45-\$100
D		Data Installation*	\$150-\$350
D		*Prices may vary by Region and Stated Scope. Travel Not Included	

APC DISCOUNTS PER ECAT PRICEBOOK		
APC'S	ECAT Category	% Discount
153	Data Applications	15%
297	Data Applications	0%
333	Data Applications	0%
339	Data Applications	0%
879	Data Applications	0%
87	Data Subscriber Devices	0%
137	Data Subscriber Devices	5%
170	Data Subscriber Devices	5%
171	Data Subscriber Devices	10%
225	Data Subscriber Devices	10%
312	Data Subscriber Devices	20%
343	Data Subscriber Devices	22%
508	Data Subscriber Devices	10%
708	Data Subscriber Devices	10%

736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
224	Fixed Data Products	10%
403	Fixed Data Products	10%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
222	Fixed Network Equipment	0%
381	Fixed Network Equipment	5%
403	Fixed Network Equipment	10%
218	Fixed Stations	20%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	15%
448	Fixed Stations	20%
509	Fixed Stations	20%
512	Fixed Stations	23%
537	Fixed Stations	20%
590	Fixed Stations	20%
595	Fixed Stations	15%
675	Fixed Stations	20%
676	Fixed Stations	20%
680	Fixed Stations	20%
780	Fixed Stations	0%
793	Fixed Stations	10%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
301	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
687	Fixed Station Accessories	18%
207	Fixed Station Antenna Systems	10%
118	Fixed Station Controls	15%

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124	Fixed Station Controls	15%
129	Fixed Station Controls	20%
202	Fixed Station Controls	15%
207	Fixed Station Controls	10%
228	Fixed Station Controls	30%
229	Fixed Station Controls	5%
261	Fixed Station Controls	5%
322	Fixed Station Controls	15%
377	Fixed Station Controls	10%
404	Fixed Station Controls	20%
443	Fixed Station Controls	18.50%
448	Fixed Station Controls	20%
454	Fixed Station Controls	15%
708	Fixed Station Controls	10%
729	Fixed Station Controls	0%
740	Fixed Station Controls	10%
291	Mobile Accessories	15%
554	Mobile Accessories	15%
644	Mobile Accessories	15%
103	Mobile Stations	20%
109	Mobile Stations	15%
185	Mobile Stations	0%
189	Mobile Stations	15%
276	Mobile Stations	18.50%
287	Mobile Stations	10.00%
374	Mobile Stations	15%
412	Mobile Stations	10%
500	Mobile Stations	20%
514	Mobile Stations	18%
518	Mobile Stations	18%
672	Mobile Stations	20%
775	Mobile Stations	15%
776	Mobile Stations	20%
792	Mobile Stations	0%
869	Mobile Stations	20%
131	Network Products	10%
147	Network Products	10%

207	Network Products	10%
136	Pager/Receiver	10%
169	Pagers	10%
15	Portable Radiophone (Portables)	15%
177	Portable Radiophone (Portables)	15%
185	Portable Radiophone (Portables)	0%
205	Portable Radiophone (Portables)	25%
276	Portable Radiophone (Portables)	18.50%
320	Portable Radiophone (Portables)	20%
355	Portable Radiophone (Portables)	0%
407	Portable Radiophone (Portables)	25%
453	Portable Radiophone (Portables)	20%
476	Portable Radiophone (Portables)	20%
672	Portable Radiophone (Portables)	20%
687	Portable Radiophone (Portables)	18%
721	Portable Radiophone (Portables)	20%
749	Portable Radiophone (Portables)	15%
841	Portable Radiophone (Portables)	15%
232	Radioware Solutions	20%
129	Radius Products	20%
159	Radius Products	20%
169	Radius Products	20%
185	Radius Products	0%
262	Radius Products	20%
271	Radius Products	20%
291	Radius Products	20%

962	Radius Products	20%
372	Radius Products	20%
417	Radius Products	20%
433	Radius Products	20%
456	Radius Products	20%
457	Radius Products	20%
459	Radius Products	20%
476	Radius Products	20%
515	Radius Products	20%
547	Radius Products	20%
554	Radius Products	20%
555	Radius Products	20%
577	Radius Products	20%
644	Radius Products	20%
682	Radius Products	20%
706	Radius Products	20%
742	Radius Products	20%
744	Radius Products	20%
780	Radius Products	20%
785	Radius Products	20%
793	Radius Products	20%
795	Radius Products	20%
136	Receivers	10%
509	Receivers	20%
512	Receivers	23%
743	Receivers	15%
137	Secure Solutions	5%
201	Secure Solutions	5%
229	Secure Solutions	5%
424	Secure Solutions	15%
443	Secure Solutions	15%
462	Secure Solutions	5%
524	Secure Solutions	15%
525	Secure Solutions	15%
195	Software Upgrades/Flashport	0%
371	Software Upgrades/Flashport	0%
430	Software Upgrades/Flashport	20%
647	Software Upgrades/Flashport	0%
729	Software Upgrades/Flashport	0%
823	Software Upgrades/Flashport	0%
39	Trunking Products and Systems	10%
40	Trunking Products and Systems	15%

41	Trunking Products and Systems	10%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	15%
115	Trunking Products and Systems	10%
152	Trunking Products and Systems	5%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	10%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
647	Trunking Products and Systems	0%
708	Trunking Products and Systems	10%
877	Trunking Products and Systems	18.50%
37	Wireless Mobility	5%
38	Wireless Mobility	5%
484	Wireless Mobility	5%
563	Wireless Mobility	5%
606	Wireless Mobility	15%
683	Wireless Mobility	15%
832	Wireless Mobility	10%
977	Wireless Mobility	5%



**MOTOROLA**



*Pricing*

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# PRICING

## APC DISCOUNTS PER ECAT PRICEBOOK

APC DISCOUNTS PER ECAT PRICEBOOK		
APC'S	ECAT Category	% Discount
153	Data Applications	15%
297	Data Applications	0%
333	Data Applications	0%
339	Data Applications	0%
879	Data Applications	0%
087	Data Subscriber Devices	0%
137	Data Subscriber Devices	5%
170	Data Subscriber Devices	5%
171	Data Subscriber Devices	0%
225	Data Subscriber Devices	10%
312	Data Subscriber Devices	20%
343	Data Subscriber Devices	22%
508	Data Subscriber Devices	10%
708	Data Subscriber Devices	10%
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
224	Fixed Data Products	10%
403	Fixed Data Products	10%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
222	Fixed Network Equipment	0%
381	Fixed Network Equipment	5%
403	Fixed Network Equipment	10%
218	Fixed Stations	20%
281	Fixed Stations	18.5%
301	Fixed Stations	20%
360	Fixed Stations	15%
448	Fixed Stations	20%
509	Fixed Stations	20%



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**APC DISCOUNTS PER ECAT PRICEBOOK**

512	Fixed Stations	23%
537	Fixed Stations	20%
590	Fixed Stations	20%
595	Fixed Stations	15%
675	Fixed Stations	20%
676	Fixed Stations	20%
680	Fixed Stations	20%
780	Fixed Stations	0%
793	Fixed Stations	10%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
301	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
687	Fixed Station Accessories	18%
207	Fixed Station Antenna Systems	10%
118	Fixed Station Controls	15%
124	Fixed Station Controls	15%
129	Fixed Station Controls	20%
202	Fixed Station Controls	15%
207	Fixed Station Controls	10%
228	Fixed Station Controls	30%
229	Fixed Station Controls	5%
261	Fixed Station Controls	5%
322	Fixed Station Controls	15%
377	Fixed Station Controls	10%
404	Fixed Station Controls	20%
443	Fixed Station Controls	18.5%
448	Fixed Station Controls	20%
454	Fixed Station Controls	15%
708	Fixed Station Controls	10%
729	Fixed Station Controls	0%
740	Fixed Station Controls	10%
291	Mobile Accessories	15%
554	Mobile Accessories	15%
644	Mobile Accessories	15%
103	Mobile Stations	20%
109	Mobile Stations	15%
185	Mobile Stations	0%
189	Mobile Stations	15%

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**APC DISCOUNTS PER ECAT PRICEBOOK**

276	Mobile Stations	18.5%
287	Mobile Stations	10.0%
374	Mobile Stations	15%
412	Mobile Stations	10%
500	Mobile Stations	20%
514	Mobile Stations	20%
585	Mobile Stations	20%
672	Mobile Stations	20%
775	Mobile Stations	15%
776	Mobile Stations	20%
792	Mobile Stations	0%
869	Mobile Stations	20%
131	Network Products	10%
147	Network Products	10%
207	Network Products	10%
136	Pager/Receiver	10%
169	Pagers	10%
015	Portable Radiophone (Portables)	15%
177	Portable Radiophone (Portables)	15%
185	Portable Radiophone (Portables)	0%
205	Portable Radiophone (Portables)	25%
276	Portable Radiophone (Portables)	18.5%
320	Portable Radiophone (Portables)	20%
355	Portable Radiophone (Portables)	0%
407	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
483	Portable Radiophone (Portables)	20%
672	Portable Radiophone (Portables)	20%
687	Portable Radiophone (Portables)	18%
721	Portable Radiophone (Portables)	20%
749	Portable Radiophone (Portables)	15%
841	Portable Radiophone (Portables)	15%
SI670	Public Service Professional Services	
SI842	Public Service CSR Software	
232	Radioware Solutions	20%
129	Radius Products	20%
159	Radius Products	20%
169	Radius Products	20%
185	Radius Products	0%
262	Radius Products	20%



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271	Radius Products	20%
291	Radius Products	20%
362	Radius Products	20%
372	Radius Products	20%
417	Radius Products	20%
<b>APC DISCOUNTS PER ECAT PRICEBOOK</b>		
433	Radius Products	20%
456	Radius Products	20%
457	Radius Products	20%
459	Radius Products	20%
476	Radius Products	20%
515	Radius Products	20%
547	Radius Products	20%
554	Radius Products	20%
555	Radius Products	20%
577	Radius Products	20%
644	Radius Products	20%
682	Radius Products	20%
706	Radius Products	20%
742	Radius Products	20%
744	Radius Products	20%
780	Radius Products	20%
785	Radius Products	20%
793	Radius Products	20%
795	Radius Products	20%
136	Receivers	10%
509	Receivers	20%
512	Receivers	23%
743	Receivers	15%
772	Repair and Services	0%
948	Repair and Services	0%
137	Secure Solutions	5%
201	Secure Solutions	5%
229	Secure Solutions	5%
424	Secure Solutions	15%
443	Secure Solutions	15%
462	Secure Solutions	5%
524	Secure Solutions	15%
525	Secure Solutions	15%
195	Software Upgrades/Flashport	0%
371	Software Upgrades/Flashport	0%
430	Software Upgrades/Flashport	20%
647	Software Upgrades/Flashport	0%

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729	Software Upgrades/Flashport	0%
823	Software Upgrades/Flashport	0%
039	Trunking Products and Systems	10%
040	Trunking Products and Systems	15%
041	Trunking Products and Systems	10%
085	Trunking Products and Systems	15%
112	Trunking Products and Systems	15%

**APC DISCOUNTS PER ECAT PRICEBOOK**

115	Trunking Products and Systems	10%
152	Trunking Products and Systems	5%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.5%
281	Trunking Products and Systems	18.5%
377	Trunking Products and Systems	10%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
647	Trunking Products and Systems	0%
708	Trunking Products and Systems	10%
877	Trunking Products and Systems	18.5%
037	Wireless Mobility	5%
038	Wireless Mobility	5%
484	Wireless Mobility	5%
563	Wireless Mobility	5%
606	Wireless Mobility	15%
683	Wireless Mobility	15%
832	Wireless Mobility	10%
977	Wireless Mobility	5%



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**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>5/26/09</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>JK</i>	5/18/09	
Dept Signature:	<i>Denise Tacke</i>	Deputy City Manager	<i>[Signature]</i>	5/18/09	
		City Manager	<i>[Signature]</i>	5/18/09	
Agenda Coordinator (include phone #): <b>Josh Littrell Ext. 7742</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 EXISTING CONTRACT					
<b>CAPTION</b>					
Purchase from an existing contract/agreement authorizing the renewal and upgrade of Technical Support Services for JD Edwards Software License Applications, in the amount of \$164,454, from Mythics, through a Department of Information Resources (DIR) contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR-VPC-03-018).					
<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	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	164,454	0	<b>164,454</b>
BALANCE		0	164,454	0	<b>164,454</b>
FUND(S): <b>TECHNOLOGY SERVICES FUND (062.62362)</b>					
COMMENTS: Funds are available in the 2008-09 Technology Services Fund for this item. STRATEGIC PLAN GOAL: Expenditure for technical support services and upgrade support for software applications relates to the City's Goal of "Service Excellence"					
<b>SUMMARY OF ITEM</b>					
Financial Systems Administration recommends Council approve the expenditure for the renewal and upgrade of the JD Edwards Software Update License and Support Services contract, in the amount of \$164,454. This support services agreement is necessary for key Financial, Budgeting and Purchasing software applications and for upgrading to the current release of JD Edwards EnterpriseOne. 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-VPC-03-018)					
List of Supporting Documents: Vendor Quote, Training Incentive & Staff Memos		Other Departments, Boards, Commissions or Agencies			

# Memorandum

**To:** Denise Tacke, Director of Finance  
**CC:** Karen Rhodes, Director of Budget  
**From:** Josh Littrell, Financial Systems Manager  
**Date:** 5/15/2009  
**Re:** Approval for Licensing and Annual Maintenance for the Upgrade to JD Edwards EnterpriseOne Applications

---

We have received a quote for the upgrade and renewal of licensing, maintenance and support for the JD Edwards software applications. These applications are integral to the Finance, Accounting, Budget and Purchasing processes of the City of Plano. Therefore, the continuation of the maintenance and support and upgrade to the latest release of these software applications is critical to the operations of the City.

Oracle is the only company that provides enhancements, upgrades and support for their products and Mythics is a reseller of their licensing that offers training as well. Once purchased, Oracle would assume the contract from Mythics for support and maintenance. Annual maintenance and support with Oracle is imperative to continue receiving enhancements and updates on programs like yearly tax updates and support on resolving issues.

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**MYTHICS™**  
UNRIVALED ORACLE EXPERTISE

**Texas DIR-VPC-03-018**



Mark Scura  
Direct: 757.233.8088  
Fax: 757.412.1060  
Email: mscura@mythics.com

1439 N. Great Neck Rd, Suite 201  
Virginia Beach, VA 23454

End-User Name: City of Plano

Contact: Josh Litrell  
Phone: 972.941.7742  
Email: joshl@plano.gov

Estimate Number: 51809  
Estimate prepared on: 5/19/2009  
Valid thru: 5/29/2009

**LICENSE / SUPPORT**

Line Item	Oracle Product Description	Term	Oracle License Type	Number of Licenses	Unit Price	Discount Percentage	Discounted Unit Price	Extended Price	
1	User Productivity Kit	Perpetual	UPK Developer	1	\$17,500.00	15.0%	\$14,875.00	\$14,875.00	
2	Support: Software Updates and Product Support	1 year	UPK Developer	1	\$3,272.50	15.0%	\$3,272.50	\$3,272.50	
3	User Productivity Kit	Perpetual	UPK User	350	\$60.00	15.0%	\$51.00	\$17,850.00	
4	Support: Software Updates and Product Support	1 year	UPK User	350	\$13.20	15.0%	\$11.22	\$3,927.00	
5	Technology Foundation for JD Edwards EnterpriseOne	Perpetual	Application User	350	\$525.00	44.45%	\$291.64	\$102,073.13	
6	Support: Software Updates and Product Support	1 year	Application User	350	\$115.50	44.45%	\$64.16	\$22,456.09	
7	UPK Developer Rel 3.5 (User Productivity Kit (UPK))	Valid for 1 year	4 Days Onsite	2 Students	\$6,000.00	100.0%	\$0.00	No Charge	
8	Oracle BPTEL Process Manager: Services Orchestration (Fusion Middleware)	Valid for 1 year	3 Days Onsite	2 Students	\$4,500.00	100.0%	\$0.00	No Charge	
Software may be downloaded at: <a href="http://edelivery.oracle.com">http://edelivery.oracle.com</a> 2nd year support is estimated at: <b>\$31,138.37</b>									
								<b>LICENSE</b>	<b>\$134,798.13</b>
								<b>YEAR 1 SUPPORT TRAINING SERVICES UPON REQUEST</b>	<b>\$29,655.59</b>
								<b>TOTAL PRICE</b>	<b>\$164,453.71</b>

This quotation is subject to management approval.

Please put the following language on your purchase order:

- "This order is placed pursuant to the Terms and Conditions of Texas DIR-VPC-03-018."
- Payment Terms: Net 60
- Reference Mythics quote number. **51809**

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**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare and affirm that no person or officer of MYTHICS, 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.

MYTHICS, INC.  
Name of Contractor

By: DALE E. DARR  
Signature

DALE E. DARR  
Print Name

VICE PRESIDENT  
Title

15 MAY 2009  
Date

STATE OF VIRGINIA §  
~~CITY~~ §  
COUNTY OF VIRGINIA BEACH §

SUBSCRIBED AND SWORN TO before me this 15<sup>th</sup> day of May, 2009.

Barbara L. Darr  
Notary

Please fax completed form back to the Purchasing Division at 972-461-6839



## 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>05/26/2009</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input 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> 5/13/09	
			City Manager <i>[Signature]</i> 5/13/09	
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b>			<b>Project No. 5927</b>	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
To C & P Engineering, Ltd., increasing the professional services contract by \$79,000, for Meadows Addition, Contract Modification No. 1.				
<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	0	261,200	1,633,000	<b>1,894,200</b>
Encumbered/Expended Amount	0	-261,200	0	<b>-261,200</b>
This Item	0	-79,000	0	<b>-79,000</b>
<b>BALANCE</b>	<b>0</b>	<b>-79,000</b>	<b>1,633,000</b>	<b>1,554,000</b>
<b>FUND(S): STREET IMPROVEMENT CIP</b>				
<b>COMMENTS:</b> Funds are included in the 2008-09 Street Improvement CIP. This item, in the amount of \$79,000, will exceed the current year balance by \$79,000 for the Meadows Addition Street Improvement project. The overage will be funded through reallocation from the Redevelopment Street Improvements project.				
<b>STRATEGIC PLAN GOAL:</b> Engineering design services for street reconstruction relate to the City's Goal of Safe, Efficient Travel.				
<b>SUMMARY OF ITEM</b>				
Additional design services are required for storm drainage in Rigsbee Drive and the splitting of the project into two phases.				
The original contract amount was \$261,200. The Engineering Department is seeking City Council approval of this 1 <sup>st</sup> modification because we have exceeded 25% of the original contract amount with C & P Engineering, Ltd. The revised contract amount is \$340,200.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Contract Modification		N/A		

**CONTRACT MODIFICATION**

**MEADOWS ADDITION  
PROJECT NO. - 5927**

**PURCHASE ORDER NO. - 103652  
CIP NO. - 37756**

This shall serve as a First Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and **C & P ENGINEERING, LTD** (hereinafter "Consultant"), dated December 19, 2008, for Professional Engineering Services for the referenced project (hereinafter "Project").

**Services:**

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

- Project scope is being amended to include drainage improvements including storm drain mains, laterals, inlets, improved outfalls at open channels and associated appurtenances.
- Drainage systems will generally be constructed in the following locations:
  - Meadows Drive north and south of 15<sup>th</sup> Street
  - Rigsbee Drive between 15<sup>th</sup> Street and Forestcrest
  - Adjacent to Meadows Elementary
  - Across 18<sup>th</sup> Street and continuing north approx. 150 feet
- The project is being divided into two construction phases. This will require separate plan sets, bidding documents, contracts and specifications. Phase one will include all improvements east of Rigsbee Drive. Phase two will include all improvements in Rigsbee Drive, all drainage improvements adjacent to Meadows Elementary School, and the culvert under and north of 18<sup>th</sup> Street.
- Additional deed, plat and right-of-way research, including confirmation of easements for drainage improvements outside city right-of-way
- Design issues associated with project phasing and interface at project phase boundary

The completion time for Preliminary Design (Item 4, Completion Schedule) will be increased by 45 days (from 110 days to 155 days). The total schedule time is increased from 579 days to 624 days.

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$79,000.00. Such payment shall be made in accordance with the payment terms specified in the Contract.

*Add any other special conditions here as another paragraph.*

In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Contract, this Modification shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

Original Contract Amount	\$	<u>261,200.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>261,200.00</u>
Amount, Modification No. 1	\$	<u>79,000.00</u>
Revised Contract Amount	\$	<u><u>340,200.00</u></u>
Total Percent Increase Including Previous Modifications		<u>30.25%</u>

**CITY OF PLANO**

**C & P ENGINEERING, LTD  
A TEXAS LIMITED PARTNERSHIP  
BY: PCCW, LLC, A TEXAS LIMITED  
LIABILITY COMPANY,  
GENERAL PARTNER**

OWNER

CONSULTANT

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

(signature)

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

(signature)

Print

Name: Thomas H. Muehlenbeck

Print

Name: Michael Cummings

Print

Title: City Manager

Print

Title: President

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

Date: 5/4/2009

APPROVED AS TO FORM:

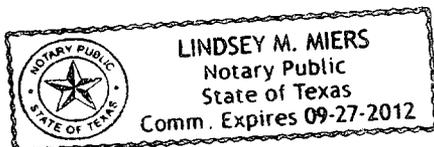
By: \_\_\_\_\_

Diane C. Wetherbee, City Attorney

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 4<sup>th</sup> day of May, 2009 by **MICHAEL CUMMINGS, PRESIDENT of PCCW, LLC – GENERAL PARTNER of C & P ENGINEERING, LTD.**, a Texas Limited Partnership, on behalf of said limited partnership.



Lindsey Miers  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

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

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<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>05/26/2009</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Police Department		Initials	Date
Department Head	Ed Drain, ACOP	Assistant City Manager		
Dept Signature:		Deputy City Manager		5-19-09
		City Manager		5/19/09
Agenda Coordinator (include phone #): <b>Pam Haines, ext 2538</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 AMEND EXISTING CONTRACT				
<b>CAPTION</b>				
Approval of a Second Modification to the Agreement between The City of Plano and Redflex Traffic Systems, Inc. For The Photo Red Light Enforcement Program that establishes that the contract will expire on January 30, 2012 and providing a severability clause.				
<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>				
The initial term of the Agreement between the City of Plano and Redflex Traffic Systems, Inc., expired on January 30, 2009. The contract provided for three one year renewal periods with the last renewal due to expire on January 30, 2012. The contract is in the first renewal period. The parties desire that the contract term be revised to expire on January 30, 2012 and that a fixed term rather than two renewal periods is in the best interests of the citizens of Plano, Texas.				
List of Supporting Documents: Memo		Other Departments, Boards, Commissions or Agencies		



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

## MEMORANDUM

**DATE:** May 15, 2009  
**TO:** Gregory W. Rushin, Chief of Police  
**FROM:** Glenn Cavin, Administrative Lieutenant to the Chief  
**SUBJECT:** Second Modification to RLC Agreement with Redflex Traffic Systems

---

On October 7, 2005, the City of Plano entered into an agreement with Redflex Traffic Systems to provide photo enforcement for red light violations at four agreed upon intersections. We now have a total of 14 red light camera systems in operation at 13 intersections throughout the city. The initial term for this agreement began on January 30, 2006 and expired on January 30, 2009. It provides, however, for three one-year renewal periods, with the last renewal due to expire on January 30, 2012. We are currently in our first renewal period, which will end on January 30, 2010.

As in other cities across the nation, the superior effectiveness of camera systems to police patrols with regard to the detection of red light violations has been clearly proven through our own local statistics. During 2008 alone, we authorized a total of 34,411 red light camera notices (94.3 per day), while only 2,498 criminal citations were issued by our officers for the same violation (6.8 per day). In comparison, nearly 14 times as many violations were processed through the automated enforcement program (with only 14 intersection approaches in operation), than by the more than 200 sworn officers assigned to the Patrol Services Division and Traffic Unit.

Most importantly, however, since the inception of our program, traffic crashes, including those that involve injuries, have decreased significantly citywide, and even more so at those intersections equipped with red light cameras. In fact, a recent study of crashes at the 13 monitored intersections before and after the installation of cameras has revealed that total intersection crashes were reduced by an overall average of **41.2%** at those locations. Similar statistics have been reported throughout Texas and in many others states. Based on the results achieved thus far, we believe this proven technology has been highly effective in reducing red light crashes, which are among the most dangerous, and that it remains an important component of our overall safe streets initiative.

A bill recently proposed by members of the Texas legislature seeks to remove the authority of municipalities to operate red light cameras, effective June 1, 2009. In an effort to preserve, at least temporarily, our ability to utilize this highly-effective crash reduction tool, it is therefore proposed that we immediately exercise our option to renew our existing agreement with Redflex Traffic Systems. In accordance with the terms of the proposed new legislation, this would provide for continuance of the Photo Red Light Enforcement Program in the City of Plano until January 30, 2012, that date being the end of its final renewal period under the current Agreement.

**SECOND MODIFICATION TO THE  
AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS AND REDFLEX TRAFFIC  
SYSTEMS, INC. FOR PHOTO RED LIGHT ENFORCEMENT PROGRAM**

This Second Modification to the Agreement, as previously amended, is made as of this \_\_\_\_\_ day of May, 2009 by and between Redflex Traffic Systems, Inc., with offices at 6407 Bristol Parkway 1<sup>st</sup> Floor, Culver City, California 90230 (“Redflex”), and the City of Plano a municipal corporation, with offices at 1520 Avenue K, Plano, TX 75074 (the “Customer”)

**RECITALS**

**WHEREAS** Redflex and the Customer entered into an agreement on the 7<sup>th</sup> day of October, 2005 to provide photo enforcement for Red Light violations at agreed upon intersections (the “Agreement”); and

**WHEREAS** the Agreement was modified on or about July 28, 2008 (“First Modification”) to allow for ground sensor loops as an alternative to video sensors; and

**WHEREAS** the parties to the Agreement as amended wish to further amend the Agreement to provide for continuance of the Photo Red Light Enforcement Program in Plano until January 30, 2012, that date being the end of its final renewal period under the current Agreement.

**NOW THEREFORE**, in consideration of mutual covenants and obligations set forth herein, the parties agree to the following:

1. Section 2 entitled “Term” is amended in its entirety to read as follows:

“The term of this Agreement shall commence as of the date hereof and shall continue until January 30, 2012.”

2. All terms and conditions of the Agreement, as previously amended, not modified by the terms of this Second Modification remain unchanged and in full force and effect.
3. It is the intention of the parties that this Second Modification, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Second Modification shall not affect the validity or unconstitutionality of any other portion of the Agreement. In the event that the Second Modification is deemed invalid or unconstitutional, the original Section 2 shall be deemed operative and in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Modification as of the day and year first set forth above.

“Customer”

“Redflex”

**CITY OF PLANO**

**REDFLEX TRAFFIC SYSTEMS, INC.**

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

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

APPROVED AS TO FORM

By:   
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 <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>5/26/09</b>		Reviewed by Legal <i>WJ</i>	<input checked="" type="checkbox"/> Yes	<input 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>5/19/09</i>
		City Manager	<i>[Signature]</i>	<i>5/19/09</i>
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b> <i>[Signature]</i>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, City of Allen and North Texas Municipal Water District concerning the Improvements to Chaparral Road from K Avenue to East of Cottonwood Creek.				
<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	142,202	2,317,798	0	<b>2,460,000</b>
Encumbered/Expended Amount	-142,202	-96,905	0	<b>-239,107</b>
This Item	0	-1,900,000	0	<b>-1,900,000</b>
BALANCE	0	320,893	0	<b>320,893</b>
FUND(S): <b>STREET IMPROVEMENT CIP</b>				
COMMENTS: This item allows the City to enter into an interlocal agreement with the City of Allen and North Texas Municipal Water District for the Chaparral – K Avenue to East City Limits project. If this item is approved, the City of Plano will remit \$1,900,000 to the City of Allen for construction of the Chaparral – K Avenue to East City Limits project.				
STRATEGIC PLAN GOAL: Interlocal agreements for street improvements relate to the City's Goal of Safe, Efficient Travel.				
<b>SUMMARY OF ITEM</b>				
The attached agreements provide for the City of Allen to manage the final design and construction of Improvements to Chaparral Road from K Avenue to East of Cottonwood Creek. Plano will be responsible for the construction cost of the south side from K Avenue to east of Cloverhaven. Allen will be responsible for the north side extension across Cottonwood Creek, including the bridge. North Texas Municipal Water District will be responsible for a sewer force main. Construction will begin in the fall 2009.				
List of Supporting Documents: Location Map		Other Departments, Boards, Commissions or Agencies N/A		

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO, CITY OF ALLEN AND NORTH TEXAS MUNICIPAL WATER DISTRICT CONCERNING THE IMPROVEMENTS TO CHAPARRAL ROAD FROM K AVENUE TO EAST OF COTTONWOOD CREEK; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, City of Allen and North Texas Municipal Water District concerning the Improvements to Chaparral Road from K Avenue to East of Cottonwood Creek, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERLOCAL AGREEMENT  
BETWEEN CITY OF PLANO, CITY OF ALLEN AND NORTH TEXAS  
MUNICIPAL WATER DISTRICT  
CONCERNING THE IMPROVEMENTS TO CHAPARRAL ROAD FROM K AVE  
TO EAST OF COTTONWOOD CREEK**

**THIS AGREEMENT** is made by and among the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (Plano), the **CITY OF ALLEN, TEXAS**, a home-rule municipal corporation (Allen) and the **NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD)**, acting by and through their City Managers and Executive Director, or their duly authorized representatives.

**WHEREAS**, Plano and Allen desire to enter into an agreement concerning the construction and costs associated with the construction for widening and the transition of Chaparral Road from K Avenue east to east of Cottonwood Creek in the Cities of Plano and Allen, Collin County, Texas (Road Project); and

**WHEREAS**, Plano, Allen and NTMWD desire to enter into an agreement for funding of the design of a wastewater force main from Upper Rowlett Lift Station to Upper Cottonwood Lift Station predominantly within the right-of-way of Chaparral Road (Sewer Project); and

**WHEREAS**, Plano and NTMWD have previously entered into an agreement for the construction of a Sanitary Sewer Force Main from the Upper Rowlett Creek Lift Station to the Upper Cottonwood Creek Lift Station dated December 10, 2007 (Existing Sewer Project), a copy of which is attached as Exhibit "A"; and

**WHEREAS**, Plano and NTMWD desire to terminate the Interlocal Agreement for the Existing Sewer Project as an agreement between Plano and NTMWD; and

**WHEREAS**, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, the construction of the Road Project and the Sewer Project, together called Project, is a governmental function which will benefit the citizens of all parties; and

**WHEREAS**, the parties will have current funds available to satisfy their obligations at the time those obligations become due; and

**WHEREAS**, the parties have determined that the Project improvements may be constructed most expeditiously and economically by implementing this Agreement as set forth below.

**NOW, THEREFORE**, this Agreement is made and entered into by and among Plano, Allen and NTMWD for the mutual consideration stated herein.

### **ARTICLE ONE Road Project**

1.01 Plano shall design the south three lanes of Chaparral Road from Ave K east to west of Emerald Coast Drive; two lanes from Jupiter Road east to Cloverleaf Drive; and two lanes from Cloverhaven Drive east approximately 1500 feet. These improvements are called Plano Chaparral Improvements. Plano agrees to pay all costs of engineering and constructing these improvements.

1.02 Allen shall design the north two lanes of Chaparral Road from Rosewood Lane east to the existing pavement east of Cottonwood Creek, including the bridge over Cottonwood Creek. These Improvements are called Allen Chaparral Road Improvements. Allen agrees to pay all costs of engineering and constructing these improvements.

1.03 All Improvements shall be designed to meet or exceed current design standards and shall be constructed in accordance with the plans and specifications approved by Plano and Allen. These improvements may be referred to as the Road Project.

### **ARTICLE TWO Sewer Project**

2.01 The prior Agreement for the Existing Sewer Project, attached as Exhibit A, is terminated as between Plano and NTMWD.

2.02 Plano shall arrange and coordinate the design of the Sewer Project. The design costs are \$147,514.00 and shall be paid by NTMWD.

2.03 NTMWD shall pay all costs for design and construction of the Sewer Project. The estimated cost for construction is \$2,200,000.

2.04 Funding for any private easements required for construction of the Sewer Project, and for inspection of the Sewer Project construction, will be provided by NTMWD separate and apart from this Agreement. NTMWD shall acquire any necessary easements for the Sewer Project, and if necessary shall initiate eminent domain proceedings on or before July 1, 2009 to acquire any necessary easements not previously acquired.

**ARTICLE THREE**  
**Right of Way**

Plano will provide all right of way required for the Plano Road Improvements and Allen shall provide all right of way required for the Allen Road Improvements. Plano and Allen shall initiate eminent domain proceedings on or before July 1, 2009 to acquire any necessary right of way for their respective Road Improvements within their respective jurisdiction not previously acquired.

**ARTICLE FOUR**  
**Construction Contract for the Project**

Allen shall combine the plans and specifications for the Road Project and the Sewer Project, collectively called the Project, and accept bids and award a contract to construct the Project. Allen shall administer the construction contract. In all such activities, Allen shall comply with all state law requirements. Allen will also provide Plano and NTMWD with a copy of the executed construction contract for the Project.

**ARTICLE FIVE**  
**Duties and Payment**

5.01 Plano will pay Allen 50% of the cost of the Plano Chaparral Improvements within 30 days after Allen awards a construction contract. The remaining 50% will be paid to Allen upon completion of 50% of the Plano Chaparral Improvements. Allen shall place such fund in a separate escrow account for the Project

5.02 NTMWD will pay Allen 50% of the cost of the Sewer Improvements within 30 days after Allen awards a construction contract. The remaining 50% will be paid to Allen upon completion of 50% of the Sewer Improvements. The cost of the Sewer Improvements shall also include the design and installation of light poles bases and conduit installed in the median of Chaparral Road, where Allen has reasonably determined that light pole installation would be impractical or cause a future hazard. Allen shall place such funds in a separate escrow account for the Project

5.03 NTMWD agrees to pay the costs of materials testing associated with density testing for pipeline backfill.

5.05 Allen, Plano and NTMWD agree that Allen shall be primarily responsible for the inspection and construction administration of the Project and that each party may inspect its respective portion of the Project but all communication and direction of the projects shall be through Allen.

5.06 Upon completion of the Project, Allen shall provide an accurate accounting for each party's share of the Project. Any funds due Allen shall be paid to Allen with 30 days of completion of the audit and any funds due to be reimbursed to Plano or NTMWD shall be refunded within 30 days of completion of the audit. The parties agree that the financial obligation of the parties for the Projects shall be based on the final construction costs for the Projects

### **ARTICLE SIX Maintenance Responsibility**

The parties agree upon completion and acceptance of the Improvements herein, Allen shall be responsible for maintaining and operating the Road Project as the City Limits will be adjusted to the south right of way line of Chaparral Road. The NTMWD shall be responsible for the maintenance and operations of the Sewer Project

### **ARTICLE SEVEN Funding**

The Parties agree that the Party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party at the time the payment becomes due.

### **ARTICLE EIGHT Term**

This Agreement shall be effective upon approval by the City Council or Board of Directors and subsequent execution by the City Manager or Executive Director of each party. The effective date will be the later of the dates this Agreement is executed by the parties. This Agreement shall continue in effect annually until all obligations hereunder are completed and each party has given final acceptance of the Project, in writing, to the other party. This Agreement shall automatically renew annually during this period.

### **ARTICLE NINE Hold Harmless**

9.01 Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or cause of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

9.02 In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any party individually under Texas law. Plano shall be responsible for its sole negligence. Allen shall be responsible for its sole negligence. NTMWD shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

#### **ARTICLE TEN**

##### **Immunity**

It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

#### **ARTICLE ELEVEN**

##### **Notices**

All notices required under the provisions of this Agreement must be in writing, hand-delivered or sent by registered or certified mail to the addresses below:

Plano:	City of Plano, Texas Attention: Alan Upchurch, Director of Public Works and Engineering P. O. Box 860358 Plano, TX 75086-0358
With copy to:	City of Plano, Texas Attention: City Attorney P. O. Box 860358 Plano, TX 75086-0358
Allen:	City of Allen, Texas Attention: John Baumgartner, City Engineer 305 Century Parkway Allen, TX 75013

With copy to:

Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith  
1800 Lincoln Plaza  
Dallas, Texas 75201

NTMWD

James M. Parks  
Executive Director  
North Texas Municipal Water District  
505 Brown Street  
Wylie, Texas 75098

The name and address for notification may be changed by notice to the other parties.

**ARTICLE TWELVE  
Severability**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

**ARTICLE THIRTEEN  
Successors and Assigns**

This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives, and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

**ARTICLE FOURTEEN  
Venue**

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

**ARTICLE FIFTEEN  
Interpretation**

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

**ARTICLE SIXTEEN  
Remedies, Non-Waiver**

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

**ARTICLE SEVENTEEN  
Entire Agreement**

This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

**ATTEST:**

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Name: Diane Zucco  
Title: City Secretary  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Thomas H. Muehlenbeck  
Title: City Manager  
Date: \_\_\_\_\_

Executed on behalf of the City of Plano pursuant to City Council Resolution No. \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: Diane Wetherbee  
Title: City Attorney  
Date: \_\_\_\_\_

**ATTEST:**

**CITY OF ALLEN, TEXAS**

By: \_\_\_\_\_  
Name: Shelley George  
Title: City Secretary  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Peter H. Vargas  
Title: City Manager  
Date: \_\_\_\_\_

Executed on behalf of the City of Allen  
pursuant to City Council Resolution  
No. \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: Peter G. Smith  
Title: City Attorney  
Date: \_\_\_\_\_

**ATTEST:**

**North Texas Municipal Water  
District**

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

By: \_\_\_\_\_  
Name: James M Parks  
Title: Executive Director  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

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

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by **PETER H. VARGAS**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipal corporation, on behalf of said municipal corporation.

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by **JAMES M. PARKS**, Executive Director of North Texas Municipal Water District, a \_\_\_\_\_ corporation, on behalf of said \_\_\_\_\_ corporation.

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

0-12

The State of Texas }  
County of Collin }

**INTERLOCAL AGREEMENT  
FOR  
UPPER EAST FORK INTERCEPTOR SYSTEM  
UPPER ROWLETT CREEK PARALLEL FORCE MAIN  
PROJECT NO. 121**

**WHEREAS**, the City of Plano, Texas, hereinafter called "*City*" and the North Texas Municipal Water District, hereinafter called "*NTMWD*" desire to enter into an agreement for funding of the design of a wastewater force main from Upper Rowlett Lift Station to Upper Cottonwood Lift Station predominantly within the right-of-way of Chaparral Road, hereinafter called the "*Project*;" and,

**WHEREAS**, the *Project* is needed to meet the increased wastewater flows of the *NTMWD* Upper East Fork Interceptor System, of which the *City* is a participant; and,

**WHEREAS**, the construction of the *Project* in conjunction with the *City's* Chaparral-Avenue K to East City Limits Project No. 5791 will lessen the inconvenience of and impact on the surrounding neighborhoods, and a joint construction contract with *NTMWD* can be expected to be a cost saving measure for both parties; and,

**WHEREAS**, the *NTMWD* Board of Directors has approved funding for the design of the *Project*; and,

**WHEREAS**, the construction cost will be considered by the *NTMWD* Board of Directors for award upon receipt of bids for the project; and,

**NOW, THEREFORE, THIS AGREEMENT** is hereby made and mutually entered into by the *City* and *NTMWD* for the mutual consideration stated herein as follows:

**WITNESSETH:**

**ARTICLE I.**

*NTMWD* hereby agrees to the following:

1. Provide all costs associated with the *Project*, which includes \$147,514 to the *City* for *NTMWD's* obligation for the project design. The estimated amount for construction is \$2.2 million.
2. At the request of the *City*, and prior to bid award, transmit to the *City* the *NTMWD's* project funding obligation for construction cost. The *NTMWD's* obligation shall be based on unit price bid by the lowest qualified construction contractor to whom the *City* shall approve and award the overall project construction contract. The scope of this *Project* shall be identified as separate line items or additive alternative bid items of which *NTMWD* may opt to award any combination including none.
3. Funding for any private easements required for construction of the *Project*, and for inspection of the *Project* construction will be funded separately by *NTMWD* from this Interlocal Agreement.

ARTICLE II.

The City hereby agrees to the following:

1. Provide for the engineering, plans, specifications, construction and administration of the *Project*.
2. Allow the *NTMWD* representative to review preliminary and final draft plans, specifications and cost estimates relating to the *Project*, and coordinate with the *City* and *City's* engineering consultant to define scope and alternatives related to the *Project* throughout the design process.
3. Allow the *NTMWD* representative (or inspector) access at any time to inspect areas of work being performed for *NTMWD* and provide direct comments to the *City* project engineer.
4. Conduct a final inspection with the *NTMWD* representative of the areas of work being provided for *NTMWD* and allow for subsequent inspection to verify that construction discrepancies have been corrected prior to final payment on the *Project*.

ARTICLE III.

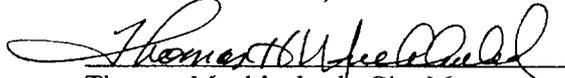
The *City* and *NTMWD* agree that if the amount of *NTMWD's* fund obligation for the *Project* is insufficient, *NTMWD*, upon request of the *City*, will supplement the requested amount and transmit the *NTMWD's* obligation to the *City*.

ARTICLE IV.

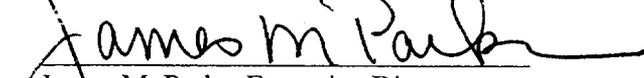
The *City* and *NTMWD* agree that *NTMWD's* final funding obligation for the *Project* shall be based on the final construction costs and design services for the *Project*.

Executed this 10<sup>th</sup> day of December, 2007, by the City of Plano, pursuant to City Council Resolution No. 2007-11-27(8) and executed this 16<sup>th</sup> day of November 2007 by North Texas Municipal Water District.

CITY OF PLANO, TEXAS

  
Thomas Muehlenbeck, City Manager

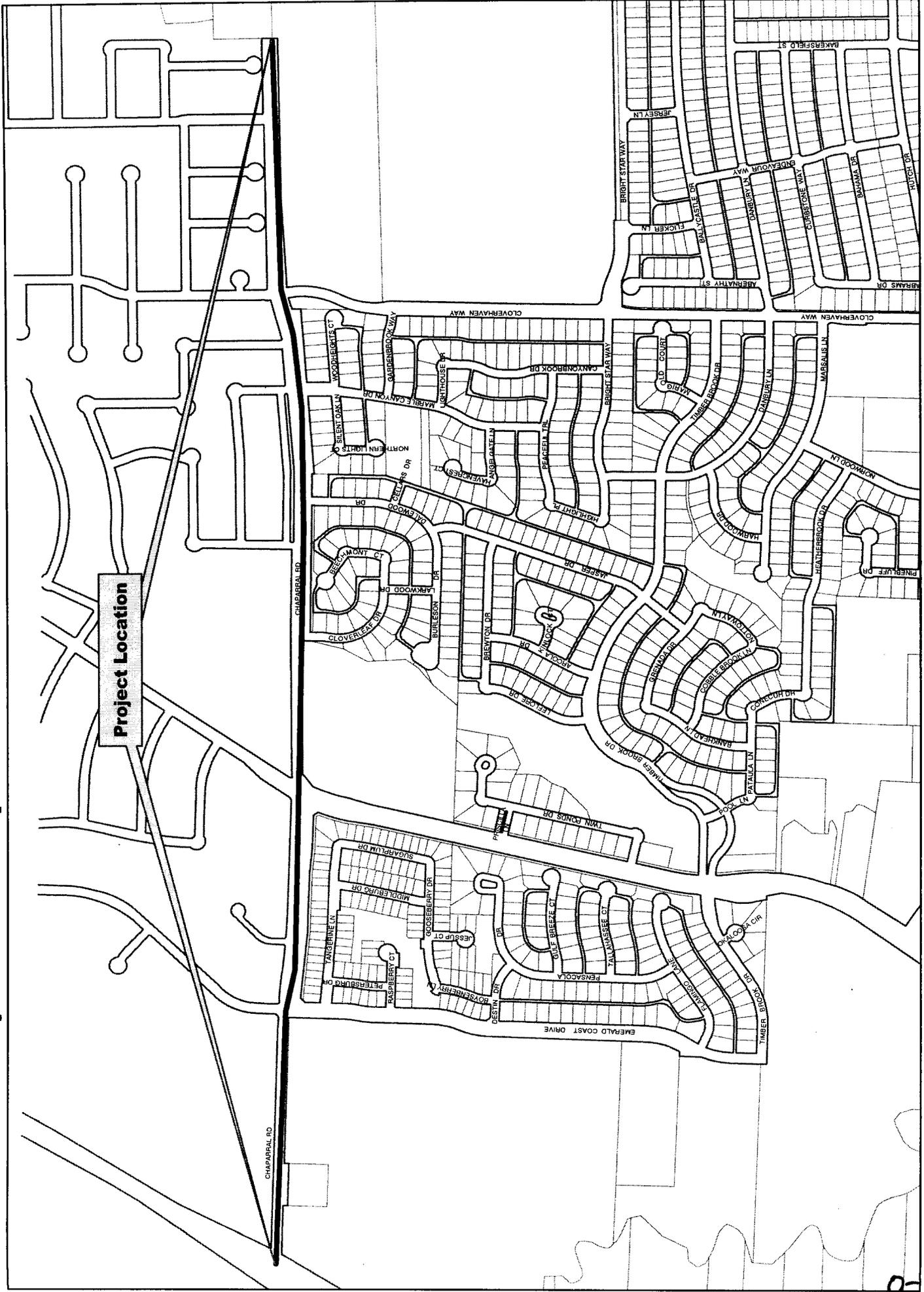
NORTH TEXAS MUNICIPAL WATER DISTRICT

  
James M. Parks, Executive Director

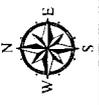
APPROVED AS TO FORM:

**Diane C. Wetherbee, CITY ATTORNEY**

# Chaparral Rd Improvements K Ave - East City Limits



Project Location



05/15/09

Location Map

51-0



**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>5/26/09</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Works & Engineering			Initials
Department Head	Alan J. Upchurch	Assistant City Manager		Date
Dept Signature:	<i>Alan J. Upchurch</i>	Deputy City Manager		<i>5/19/09</i>
		City Manager		<i>5/19/09</i>
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</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>				
To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County, Texas, for Intersection Improvements at McDermott Road and Robinson Road.				
<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>
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	190,000	0
<b>BALANCE</b>		0	190,000	0
FUND(S): <b>STREET IMPROVEMENT CIP</b>				
<b>COMMENTS:</b> This item allows the City to enter into an interlocal agreement with Collin County for the McDermott-Robinson Intersection Improvements project. If this request is approved, Collin County will remit to the City \$190,000 for intersection improvements at McDermott Road and Robinson Road.				
<b>STRATEGIC PLAN GOAL:</b> Interlocal agreements for intersection improvements relate to the City's Goal of Safe, Efficient Travel.				
<b>SUMMARY OF ITEM</b>				
This Agreement provides for Collin County to remit to the City the sum of \$190,000 for Intersection Improvements at McDermott Road and Robinson Road. Half of the County funds will be provided after a notice to proceed is issued, the remaining half when the project is half completed. These funds were allocated from the 2007 Collin County Bond Program.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND COLLIN COUNTY, TEXAS, FOR INTERSECTION IMPROVEMENTS AT MCDERMOTT ROAD AND ROBINSON ROAD; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas, and Collin County, Texas, providing terms and conditions for Intersection Improvements at McDermott Road and Robinson Road, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO  
CONCERNING INTERSECTION IMPROVEMENTS  
AT MCDERMOTT ROAD AND ROBINSON ROAD**

**2007 BOND PROJECT #07-058  
2008 Partial Funding**

**WHEREAS**, the County of Collin, Texas ("County") and the City of Plano, Texas ("City") desire to enter into an agreement concerning Intersection Improvements at McDermott Road and Robinson Road (the "Project") in Plano, Collin County, Texas; and

**WHEREAS**, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, the City and County have determined that the improvements may be constructed most economically by implementing this agreement.

**NOW, THEREFORE**, this agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

**WITNESSETH:**

ARTICLE I.

The City shall arrange to construct Intersection Improvements at McDermott Road and Robinson Road, hereinafter called the "Project". The Project shall consist of constructing six lanes for McDermott Road at the intersection of Robinson Road. These improvements will extend approximately 350 feet each side of Robinson Road. All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City.

ARTICLE II.

The City shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all state statutory requirements. The City shall provide the County with a copy of the executed construction contract(s) for the Project.

## ARTICLE III.

The City will acquire no real property in the vicinity of the improvements for use as right-of-way.

## ARTICLE IV.

The City estimates the total actual cost of the project to be \$380,000. The County agrees to fund one half of the total cost to construct the improvements in an amount not to exceed \$190,000. The County shall remit 50 percent of this amount, \$95,000, to the City within thirty (30) days after the City issues a notice to proceed to the lowest responsible bidder and the City requests payment. The County will remit the remaining 50 percent within thirty (30) days after receipt of notice from the City that the Project is 50 percent complete. Following completion of the Project, the City shall provide a final accounting of expenditures for the Project. If the actual cost to construct the Project is less than the estimated amount set forth herein, the City shall remit the County 50 percent of the difference between the estimated cost and the actual cost. The Commissioners Court may revise this payment schedule based on the progress of the Project. The "total cost of the Project" shall include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

## ARTICLE V.

If the total cost to construct the Project exceeds the amount estimated in Article IV above, the County and City shall share the excess costs equally; however, the County's participation in the Project shall not exceed \$200,000.

## ARTICLE VI.

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project cost and progress reports every thirty (30) days until Project completion.

## ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

## ARTICLE VIII.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries

(including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

#### ARTICLE IX.

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

#### ARTICLE X.

SEVERABILITY. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

#### ARTICLE XI.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

#### ARTICLE XII.

SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

#### ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIV.

TERM. This agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

**APPROVED AS TO FORM:**

**COUNTY OF COLLIN, TEXAS**

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

By: \_\_\_\_\_  
Name: Keith Self  
Title: County Judge  
Date: \_\_\_\_\_

Executed on this \_\_\_\_ date of \_\_\_\_\_, 2009, by the County of Collin, pursuant to Commissioners' Court Order No. \_\_\_\_\_

**ATTEST:**

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Name: Diane Zucco  
Title: City Secretary  
Date: \_\_\_\_\_

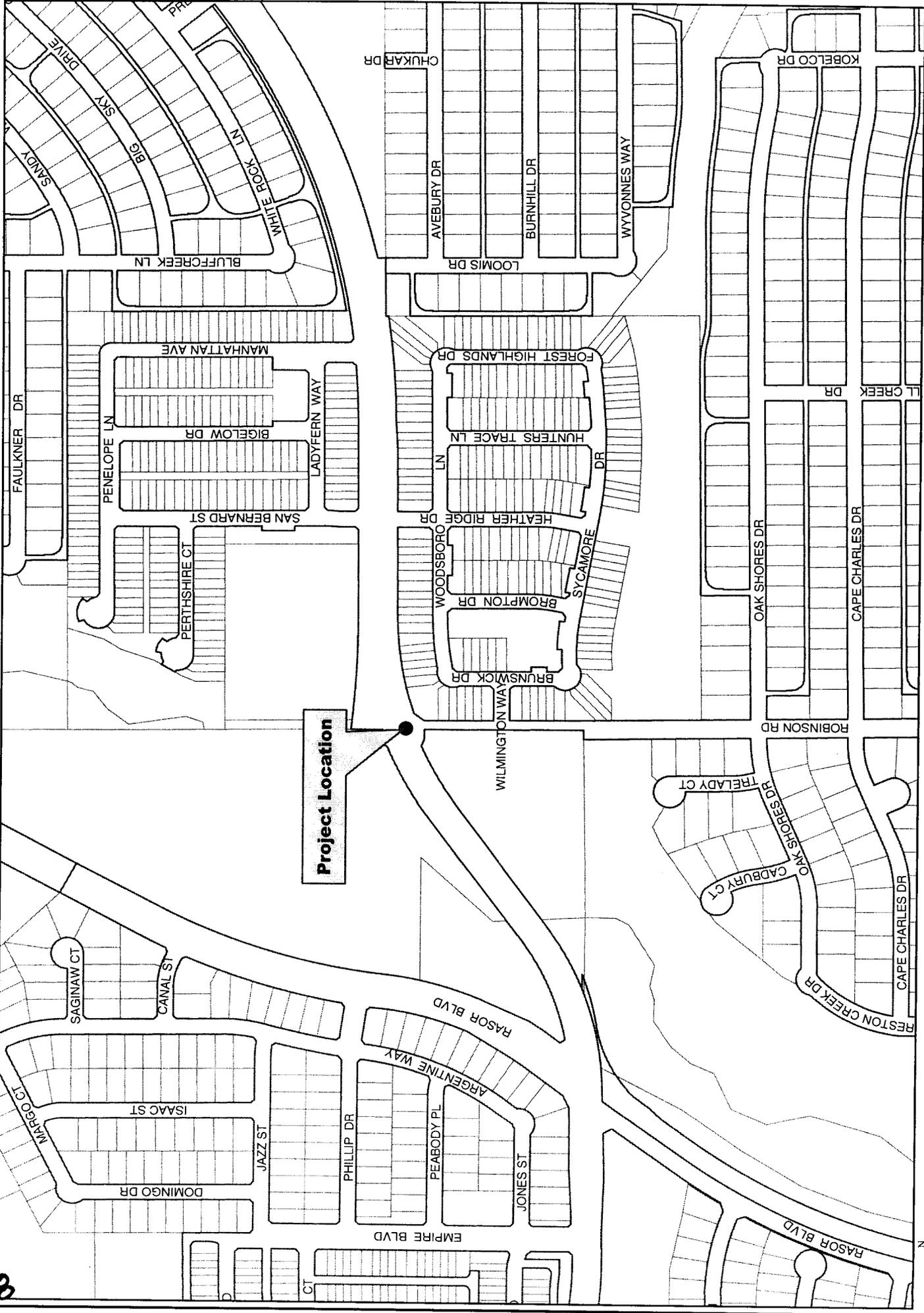
By: \_\_\_\_\_  
Name: Thomas H. Muehlenbeck  
Title: City Manager  
Date: \_\_\_\_\_

Executed on behalf of the City of Plano pursuant to City Council Resolution No. \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: Diane Wetherbee  
Title: City Attorney  
Date: \_\_\_\_\_

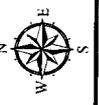
# McDermott and Robinson Road Intersection Improvements



**Project Location**

05/15/09

## Location Map



8-2



**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>CS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>5/26/09</b>		Reviewed by Legal <i>WS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Works & Engineering			Initials
Department Head	Alan L. Upchurch	Assistant City Manager		Date
Dept Signature:	<i>Alan L. Upchurch</i>	Deputy City Manager <i>[Signature]</i>		<i>5/19/09</i>
		City Manager <i>[Signature]</i>		<i>6/19/09</i>
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b> <i>[Signature]</i>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County, Texas, for Ridgeview Drive Widening from Coit Road to Independence Parkway.				
<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	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	700,000	0	<b>700,000</b>
<b>BALANCE</b>	0	700,000	0	<b>700,000</b>
FUND(S): <b>STREET IMPROVEMENT CIP</b>				
COMMENTS: This item allows the City to enter into an interlocal agreement with Collin County for the Ridgeview – Coit to Independence project. If this request is approved, Collin County will remit to the City \$700,000 for widening of Ridgeview – Coit to Independence.				
STRATEGIC PLAN GOAL: Interlocal agreements for street improvements relate to the City's Goal of Safe, Efficient Travel.				
<b>SUMMARY OF ITEM</b>				
This Agreement provides for Collin County to remit to the City the sum of \$700,000 for Ridgeview Drive Widening from Coit Road to Independence Parkway. Half of the County funds will be provided after a notice to proceed is issued, the remaining half when the project is half completed. These funds were allocated from the 2003 and 2007 Collin County Bond Programs.				
List of Supporting Documents: Location Map		Other Departments, Boards, Commissions or Agencies N/A		

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND COLLIN COUNTY, TEXAS, FOR RIDGEVIEW DRIVE WIDENING FROM COIT ROAD TO INDEPENDENCE PARKWAY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas, and Collin County, Texas, providing terms and conditions for Ridgeview Drive Widening from Coit Road to Independence Parkway, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO  
CONCERNING RIDGEVIEW DRIVE WIDENING  
FROM COIT ROAD TO INDEPENDENCE PARKWAY**

**2007 BOND PROJECT #07-076**

**WHEREAS**, the County of Collin, Texas ("County") and the City of Plano, Texas ("City") desire to enter into an agreement concerning Ridgeview Drive Widening from Coit Road to Independence Parkway (the "Project") in Plano, Collin County, Texas; and

**WHEREAS**, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, the City and County have determined that the improvements may be constructed most economically by implementing this agreement.

**WHEREAS**, the City requests that the balance of \$592,868.83 left over from the 2003 Bond Project 03-051, Ridgeview from Independence to Custer be reallocated to this 2007 bond project #07-076; Ridgeview from Coit to Independence.

**NOW, THEREFORE**, this agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

**WITNESSETH:**

ARTICLE I.

The City shall arrange to construct Ridgeview Drive Widening from Coit Road to Independence Parkway, hereinafter called the "Project". The Project shall consist of widening from four lanes to six lanes, a distance of approximately one mile. All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City.

ARTICLE II.

The City shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all state

statutory requirements. The City shall provide the County with a copy of the executed construction contract(s) for the Project.

ARTICLE III.

The City will acquire no real property in the vicinity of the improvements for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of the project to be \$1,400,000. The County agrees to fund one half of the total cost to construct the improvements in an amount not to exceed \$700,000. The County shall remit 50 percent of this amount, \$350,000, to the City within thirty (30) days after the City issues a notice to proceed to the lowest responsible bidder and the City requests payment. The County will remit the remaining 50 percent within thirty (30) days after receipt of notice from the City that the Project is 50 percent complete. Following completion of the Project, the City shall provide a final accounting of expenditures for the Project. If the actual cost to construct the Project is less than the estimated amount set forth herein, the City shall remit the County 50 percent of the difference between the estimated cost and the actual cost. The Commissioners Court may revise this payment schedule based on the progress of the Project. The "total cost of the Project" shall include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

ARTICLE V.

If the total cost to construct the Project exceeds the amount estimated in Article IV above, the County and City shall share the excess costs equally; however, the County's participation in the Project shall not exceed \$1,000,000. Any funds not used for this project shall be applied to a mutually agreed upon project.

ARTICLE VI.

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project cost and progress reports every thirty (30) days until Project completion.

ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

## ARTICLE VIII.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

## ARTICLE IX.

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

## ARTICLE X.

SEVERABILITY. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

## ARTICLE XI.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

## ARTICLE XII.

SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

## ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against

claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIV.

TERM. This agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

**APPROVED AS TO FORM:**

**COUNTY OF COLLIN, TEXAS**

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

By: \_\_\_\_\_  
Name: Keith Self  
Title: County Judge  
Date: \_\_\_\_\_

Executed on this \_\_\_\_ date of \_\_\_\_\_, 2009, by the County of Collin, pursuant to Commissioners' Court Order No. \_\_\_\_\_

**ATTEST:**

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Name: Diane Zucco  
Title: City Secretary  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Thomas H. Muehlenbeck  
Title: City Manager  
Date: \_\_\_\_\_

Executed on behalf of the City of Plano pursuant to City Council Resolution No. \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: Diane Wetherbee  
Title: City Attorney  
Date: \_\_\_\_\_

# Ridgeview Dr. Widening - Coit Rd. to Independence Pkwy

05/15/09



**Project Location**

## Location Map



9-8



## 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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>5/26/09</b>	Reviewed by Legal <sup>WS</sup>	<input checked="" type="checkbox"/> Yes	<input 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> 5/19/09	
		City Manager	<i>[Signature]</i> 5/19/09	
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>	Project No. 5703	
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>				
Ratifying the termination of a contract by and between Hisaw and Associates General Contractors, Inc., and the City of Plano for the Animal Shelter Addition; approving its execution by the City Manager or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget				
Encumbered/Expended Amount				
This Item				
BALANCE				
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
<p>On May 1, 2009, City of Plano received a letter dated April 29, 2009, from Hisaw and Associates General Contractors, Inc., stating Hisaw was ceasing operations. Hisaw was contracted with City of Plano to construct the Animal Shelter Addition. On May 7, 2009, City of Plano sent Hisaw a notice of intent to terminate their contract for failure to staff the project and pay their subcontractors and suppliers. Hisaw did not respond by the stated deadline of May 18, 2009. Neither did Hisaw correct the reasons Plano cited for termination.</p> <p>The City of Plano officially notified Hisaw on May 18, 2009, of the termination of the contract between the City of Plano and Hisaw and Associates General Contractors, Inc. This agenda item ratifies the termination.</p> <p>We are currently working with the bonding company, Liberty Mutual, to take over completion of the project.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
N/A		N/A		

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, RATIFYING THE TERMINATION OF A CONTRACT BY AND BETWEEN HISAW AND ASSOCIATES GENERAL CONTRACTORS, INC., AND THE CITY OF PLANO FOR THE ANIMAL SHELTER ADDITION; APPROVING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Plano and Hisaw and Associates General Contractors, Inc., entered into a contract on February 23, 2009, for the construction of the Animal Shelter Addition; and

**WHEREAS**, Hisaw and Associates General Contractors, Inc., has ceased operations on or about April 29, 2009, while under contract to construct the Animal Shelter Addition; and

**WHEREAS**, the City of Plano has notified Hisaw and Associates General Contractors, Inc., of its intention to terminate the contract for failure to staff the job site and pay its subcontractors and suppliers, as required by the terms of the contract; and

**WHEREAS**, Hisaw and Associates General Contractors, Inc., failed to respond or cure the defects; and

**WHEREAS**, the City Council has been presented the termination notice to Hisaw and Associates General Contractors, Inc., by the City of Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Termination"); and

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

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

**Section I.** The Termination, 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 ratified and execution by the

City Manager or his authorized designee on behalf of the City of Plano is hereby approved.

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

**DULY PASSED AND APPROVED** the \_\_\_\_ day of \_\_\_\_\_, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

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



May 18, 2009

**CERTIFIED MAIL**  
7001 2510 0003 8794 3529

Mr. Richard Hisaw  
Hisaw and Associates General Contractors, Inc.  
4301 Reeder Drive, Suite 100  
Carrollton, Texas 75010

**Re: Animal Shelter Addition - Project No. 5703**

Dear Mr. Hisaw:

Per the attached copy of our letter dated May 7, 2009, we notified you of our intent to terminate the subject contract for failure to staff the project and failure to pay subcontractors and suppliers. As we have not heard from you within the time allowed by our letter, we conclude that you have no intent to cure these defects and therefore advise you that your contract with the City of Plano for the Animal Shelter Addition, Project No. 5703, is terminated effective immediately.

Sincerely,

James Razinha  
Facilities Manager

Is

Attachment

xc: Frank Hucks, Liberty Mutual  
Rebecca Read, Connolly Architects & Consultants  
Warren Spencer, Asst. City Attorney III  
Alan L. Upchurch, Director of Public Works & Engineering  
Mike Ryan, Chief Purchasing Officer

- 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

P.O. Box 860358  
Plano, Texas 75086-0358  
972-941-7000  
www.plano.gov

Printed on Recycled Paper

JR025

r-4



May 7, 2009

**CERTIFIED MAIL**  
**7001 2510 0003 8794 3550**

- Pat Evans  
Mayor
- Jean Callison  
Mayor Pro Tem
- Harry LaRosiere  
Deputy Mayor Pro Tem
- Pat Miner  
Place 1
- Scott Johnson  
Place 2
- Mabrie Jackson  
Place 3
- Sally Magnuson  
Place 4
- Lee Dunlap  
Place 8

Mr. Richard Hisaw  
Hisaw & Associates General Contractors, Inc.  
4301 Reeder Drive, Suite 100  
Carrollton, Texas 75010

**Re: Animal Shelter Addition – Project No. 5703**

Dear Mr. Hisaw:

This letter will advise you of the City's intent to terminate your contract on the Animal Shelter Addition, as approved by Plano City Council on February 23, 2009, pursuant to section 14.2 of AIA document number 201 of the contract.

This termination for cause is a result of your failure to supply sufficient properly skilled workers to complete the project (section 14.2.1.1), as well as repeated failures to make payments to your Subcontractors (section 14.2.1.2).

The termination will become effective on May 18, 2009, unless you contact us before that date and make arrangements to cure the contractual defaults.

Sincerely,

James Razinha  
Facilities Manager

Is

xc: Frank Hucks, Liberty Mutual  
Rebecca Read, Connolly Architects & Consultants  
Warren Spencer, Asst. City Attorney III  
Alan L. Upchurch, P.E., Director of Public Works & Engineering

P.O. Box 860358  
Plano, Texas 75086-0358  
972-941-7000  
www.plano.gov



## 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: <b>5/26/09</b>		Reviewed by Legal <b>US</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Works & Engineering		Initials	Date
Department Head	Alan L. Upchurch		Assistant City Manager	
Dept Signature:	<i>Alan Upchurch</i>		Deputy City Manager	<i>[Signature]</i> 5/19/09
			City Manager	<i>[Signature]</i> 5/19/09
Agenda Coordinator (include phone #):		<b>Irene Pegues (7198)</b>	<b>Project No. 5556</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>				
Ratifying the termination of a contract by and between Hisaw and Associates General Contractors, Inc., and the City of Plano for Plano Fire Station No. 12/Emergency Operations Center Complex; approving its execution by the City Manager or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget				
Encumbered/Expended Amount				
This Item				
BALANCE				
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
<p>On May 1, 2009, City of Plano received a letter dated April 29, 2009, from Hisaw and Associates General Contractors, Inc., stating Hisaw was ceasing operations. Hisaw was contracted with City of Plano to construct Plano Fire Station No. 12/Emergency Operations Center Complex. On May 6, 2009, City of Plano sent Hisaw a notice of intent to terminate their contract for failure to staff the project and pay their subcontractors and suppliers. Hisaw did not respond by the stated deadline of May 15, 2009. Neither did Hisaw correct the reasons Plano cited for termination.</p> <p>The City of Plano officially notified Hisaw on May 18, 2009, of the termination of the contract between the City of Plano and Hisaw and Associates General Contractors, Inc. This agenda item ratifies the termination.</p> <p>We are currently working with the bonding company, Liberty Mutual, to take over completion of the project.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
N/A		N/A		

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, RATIFYING THE TERMINATION OF A CONTRACT BY AND BETWEEN HISAW AND ASSOCIATES GENERAL CONTRACTORS, INC., AND THE CITY OF PLANO FOR PLANO FIRE STATION NO. 12/EMERGENCY OPERATIONS CENTER COMPLEX; APPROVING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Plano and Hisaw and Associates General Contractors, Inc., entered into a contract on December 18, 2007, for the construction of Plano Fire Station No. 12/Emergency Operations Center Complex; and

**WHEREAS**, Hisaw and Associates General Contractors, Inc., has ceased operations on or about April 29, 2009, while under contract to construct Plano Fire Station No. 12/Emergency Operations Center Complex; and

**WHEREAS**, the City of Plano has notified Hisaw and Associates General Contractors, Inc., of its intention to terminate the contract for failure to staff the job site and pay its subcontractors and suppliers, as required by the terms of the contract; and

**WHEREAS**, Hisaw and Associates General Contractors, Inc., failed to respond or cure the defects; and

**WHEREAS**, the City Council has been presented the termination notice to Hisaw and Associates General Contractors, Inc., by the City of Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Termination"); and

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

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

**Section I.** The Termination, 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 ratified and execution by the

City Manager or his authorized designee on behalf of the City of Plano is hereby approved.

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

**DULY PASSED AND APPROVED** the \_\_\_\_ day of \_\_\_\_\_, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

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



May 18, 2009

**CERTIFIED MAIL**  
7001 2510 0003 8794 3536

- 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

Mr. Richard Hisaw  
Hisaw and Associates General Contractors, Inc.  
4301 Reeder Drive, Suite 100  
Carrollton, Texas 75010

**Re: Plano Fire Station No. 12/Emergency Operations Center  
Complex - Project No. 5556**

Dear Mr. Hisaw:

Per the attached copy of our letter dated May 6, 2009, we notified you of our intent to terminate the subject contract for failure to staff the project and failure to pay subcontractors and suppliers. As we have not heard from you within the time allowed by our letter, we conclude that you have no intent to cure these defects and therefore advise you that your contract with the City of Plano for Plano Fire Station No. 12/Emergency Operations Center Complex, Project No. 5556, is terminated effective immediately.

Sincerely,

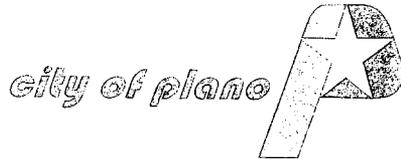
  
James Razinha  
Facilities Manager

Is

Attachment

xc: Frank Hucks, Liberty Mutual  
Dan Duffy, Wiginton Hooker Jeffrey Architects  
Warren Spencer, Asst. City Attorney III  
Alan L. Upchurch, Director of Public Works & Engineering  
Mike Ryan, Chief Purchasing Officer

P.O. Box 860358  
Plano, Texas 75086-0358  
972-941-7000  
www.plano.gov



May 6, 2009

**CERTIFIED MAIL**  
**7001 2510 0003 8794 3567**

- 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

Mr. Richard Hisaw  
Hisaw & Associates General Contractors, Inc.  
4301 Reeder Drive, Suite 100  
Carrollton, Texas 75010

**Re: Fire Station 12/EOC/Warehouse – Project No. 5556**

Dear Mr. Hisaw:

This letter will advise you of the City's intent to terminate your contract on Fire Station 12/EOC/Warehouse, as approved by Plano City Council on December 18, 2007, pursuant to section 14.2 of AIA document number 201 of the contract.

This termination for cause is a result of your failure to supply sufficient properly skilled workers to complete the project (section 14.2.1.1), as well as repeated failures to make payments to your Subcontractors (section 14.2.1.2).

The termination will become effective on May 15, 2009, unless you contact us before that date and make arrangements to cure the contractual defaults.

Sincerely,

  
James Razinha  
Facilities Manager

Is

xc: Frank Hucks, Liberty Mutual  
Dan Duffy, Wiginton Hooker Jeffrey Architects  
Warren Spencer, Asst. City Attorney III  
Alan L. Upchurch, P.E., Director of Public Works & Engineering

P.O. Box 860358  
Plano, Texas 75086-0358  
972-941-7000  
www.plano.gov



**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>5/26/09</b>		Reviewed by Legal <i>W</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>D. Wetherbee</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 SETTLEMENT OF A CLAIM FILED BY MICHAEL TURNER AGAINST THE CITY OF PLANO; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SETTLE SUCH CLAIM; AND PROVIDING AN EFFECTIVE DATE.

**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	1,000,000	0	<b>1,000,000</b>
Encumbered/Expended Amount	0	-530,634	0	<b>-530,634</b>
This Item	0	-40,000	0	<b>-40,000</b>
<b>BALANCE</b>	0	429,366	0	<b>429,366</b>

**FUND(S):**    **RISK MANAGEMENT**

**COMMENTS:** This items approves price quotes. Expenditures will be made in the Property/Liability Loss Fund within the approved budget appropriations. The estimated amount is \$40,000.

**SUMMARY OF ITEM**

This Resolution approves the settlement of a claim filed by Michael Turner against the City of Plano.

List of Supporting Documents: n/a	Other Departments, Boards, Commissions or Agencies n/a
--------------------------------------	---

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SETTLEMENT OF A CLAIM FILED BY MICHAEL TURNER AGAINST THE CITY OF PLANO; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SETTLE SUCH CLAIM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Michael Turner filed a claim against the City for an incident which occurred on April 12, 2008; and

WHEREAS, the parties agreed to settle this claim for the amount of FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00) and execution of a settlement agreement and other good and valuable consideration subject to approval of the City Council; and

WHEREAS, the City Council of the City of Plano hereby finds that it is in the public interest to accept this settlement offer and that the City Manager or his designee shall be authorized to execute any and all documents necessary to consummate the settlement.

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

Section I. City Council approves the settlement of this claim in the amount of FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00) pursuant to the terms and conditions of the Settlement Agreement entered into by and between the parties.

Section II. The City Manager or his designee is hereby authorized to execute any and all documents necessary to consummate the settlement.

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

DULY PASSED AND APPROVED this the \_\_\_\_ day of \_\_\_\_\_, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>			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>5/26/09</b>			Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	HEALTH			Initials	Date
Department Head	BRIAN QUINN			Assistant City Manager	
Dept Signature:				Deputy City Manager	<b>5-19-09</b>
Agenda Coordinator (include phone #):			<b>DORIS CALLAWAY, EXT. 7494</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	

### 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: <b>2008-09</b>	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	0	37,454	37,454
<b>BALANCE</b>	0	27,993	37,454	<b>65,447</b>

**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.

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

### SUMMARY OF ITEM

Repealing Ordinance No. 2009-2-14, Health Categories and Fees to include the Industrial Pretreatment User Fees and increased costs from the North Texas Municipal Water District (NTMWD). The City currently pays the NTMWD \$65,447 annually, which exceeds the amount collected from user permit fees each year. This fee adjustment will allow the City to meet the NTMWD's current projected budget for the Industrial Pretreatment Program for monitoring wastewater discharges which includes sampling, laboratory analysis and administration.

List of Supporting Documents:

Pretreatment Program Fee Increase Memo

Other Departments, Boards, Commissions or Agencies



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

**MEMORANDUM**

---

**DATE:** May 15, 2009  
**TO:** Bruce Glasscock, Deputy City Manager  
**FROM:** Tomeji Miller, Health Manager  
**THRU:** Brian Collins, Director of Health  
**SUBJECT: Pretreatment Program Fee Increase**

The Health Department is requesting to add Industrial Pretreatment “User Fees” to the Health Categories and Fees Ordinance. In addition, the department is increasing permitted industry user fees in order to meet the current budget for total operation of the Pretreatment Program.

For FY 2008-09 the North Texas Municipal Water District (NTMWD) billed the City \$65,447 for duties performed under the Industrial Pretreatment Program as outlined in the multi-jurisdictional pretreatment agreement. The City’s proposed budgeted amount of \$65,447, in Industrial Pretreatment (584) contracts, will produce a deficit of \$37,454.

The City is currently absorbing \$37,454 to meet NTMWD costs for operation and administration of the pretreatment program as illustrated below:

\$ 65,447	Cost billed to City by NTMWD
- \$ 27,993	Annual program revenues to City*
- (\$37,454)	City’s costs from the water & sewer fund

\*Currently, the City permits six industrial facilities and generates program revenues as follows:

\$ 23,400	Industrial user fee (\$325/month x 6 = \$1,950.00 x 12 months)
\$ 1,800	Annual permit fee (\$300/industry x 6)
\$ 2,793	Administrative adjustments (per Budget and Research Department 05/09)
\$ 27,993	Total annual revenues generated by the program

Based upon increased costs to the City by NTMWD to perform duties outlined in the multi-jurisdictional pretreatment agreement, it is recommended that the current industrial user fee of \$325/month/industry be increased to \$590/month/outfall/industry. The department realizes that

this is a significant increase that will impact industry, however the increase is necessary to eliminate costs absorbed by the City. The following detail outlines how the new fee structure would be applied.

NTMWD's rate charged to the City of Plano is based on the number of outfalls (discharge sample points) for each permitted industry. The City's Industrial Pretreatment Program currently has six permitted industries of which four have (1) outfall each, one has (2) outfalls and one has (3) outfalls. 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)

The City continues to pay the same amount to the NTMWD for the operation of the program with six permitted industries as we previously paid when twelve industries were permitted.

xc: Mike Wilson, Storm Water Program Administrator

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 Pre-treatment 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 operations and administrative costs for providing sampling, laboratory analysis and administration, required by the North Texas Municipal Water District (NTMWD); 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 Categories and 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.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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>5/26/09</b>	Reviewed by Legal <i>JS</i>	<input checked="" type="checkbox"/> Yes	<input 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>	5/29/09
		City Manager	<i>[Signature]</i>	5/19/09
Agenda Coordinator (include phone #):	<b>Irene Pegues (7198)</b> <i>IP</i>			<b>Proj #5780</b>
<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 portion of water line and sewer easement recorded in Volume 3919, Page 1064, of the Land Records of Collin County and being situated in the William Brown Survey, Abstract No. 66, which is located within the City limits of Plano, Collin County, Texas, quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Headquarters II, L.P., 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 abandonment of a portion of this temporary water line and sewer easement is acceptable since the existing sanitary sewer had been relocated away from the structure and an additional 10' wide sanitary sewer easement is provided to the north by a plat of Headquarters Village, Lot 1, Block A.				
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 PORTION OF WATER LINE AND SEWER EASEMENT RECORDED IN VOLUME 3919, PAGE 1064, OF THE LAND RECORDS OF COLLIN COUNTY AND BEING SITUATED IN THE WILLIAM BROWN SURVEY, ABSTRACT NO. 66, WHICH IS LOCATED WITHIN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS, QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH EASEMENT TO THE ABUTTING PROPERTY OWNER, HEADQUARTERS II, L.P., 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 that portion of Water Line and Sewer Easement recorded in Volume 3919, Page 1064, of the Land Records of Collin County, Texas (hereinafter called "Easement") being situated in the William Brown Survey, Abstract No. 66, which is located within the City Limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

**WHEREAS**, the Property Owner has 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 Easement is abandoned and quitclaimed to the abutting Property Owner; and has advised that the Easement 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 Easement is hereby abandoned, and all right, title and interest of the City in and to the Easement is hereby quitclaimed to the abutting Property Owner in accordance with its 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 Easement 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 Easement. 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 Easement.

**Section III.** The City Council hereby finds and determines that the abandonment of the Easement 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.

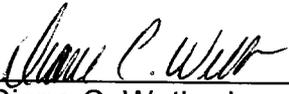
**DULY PASSED AND APPROVED** this the 26th day of May, 2009.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**LEGAL DESCRIPTION**  
**WATER LINE AND SEWER EASEMENT ABANDONMENT**  
**0.001 ACRE**

**BEING** a tract of land out of the William Brown Survey, Abstract No. 66, in the City of Plano, Collin County, Texas, being part of of Headquarters Village, Lot 1, Block A, an addition to the City of Plano according to the plat thereof recorded in Cabinet 2009, Page 133 of the Map Records of Collin County, Texas being part of the Water Line and Sewer Easement dedicated to the City of Plano recorded in Volume 3919, Page 1064 of the Land Records of Collin County, Texas and being more particularly described as follows:

**COMMENCING** at an X in concrete found in the east right-of-way line of Preston Road (variable width ROW) for the northwest corner of said Headquarters Village; **THENCE** with the north line of said Headquarters Village, South 89°38'44" East, a distance of 135.70 feet to a point for corner; **THENCE** leaving said north line, South 00°21'16" West, a distance of 105.90 feet to the **POINT OF BEGINNING**;

**THENCE** the following courses and distances to wit:

South 88°46'43" East, a distance of 25.90 feet to the point for corner;

South 01°13'17" West, a distance of 0.71 feet to a point in the south line of a Water Line and Sewer Easement recorded in Volume 3919, Page 1064 of the Land Records of Collin County, Texas;

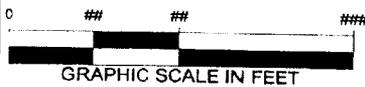
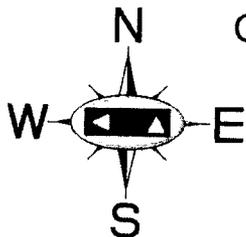
**THENCE** with said south line, North 89°58'35" West, a distance of 25.91 feet to a point for corner;

**THENCE** leaving said south line, North 01°13'17" East, a distance of 1.25 feet to the **POINT OF BEGINNING** and containing 25 square feet or 0.001 acre of land.

Bearing system based on the monument found along the east right-of-way line of Preston Road according to the plat recorded in Cabinet 2009, Page 133 of the Map Records of Collin County, Texas.

Dana Brown  
 Registered Professional Land Surveyor No. 5336  
 Kimley-Horn and Associates, Inc.  
 5750 Genesis Court Suite 200  
 Frisco, Texas 75034

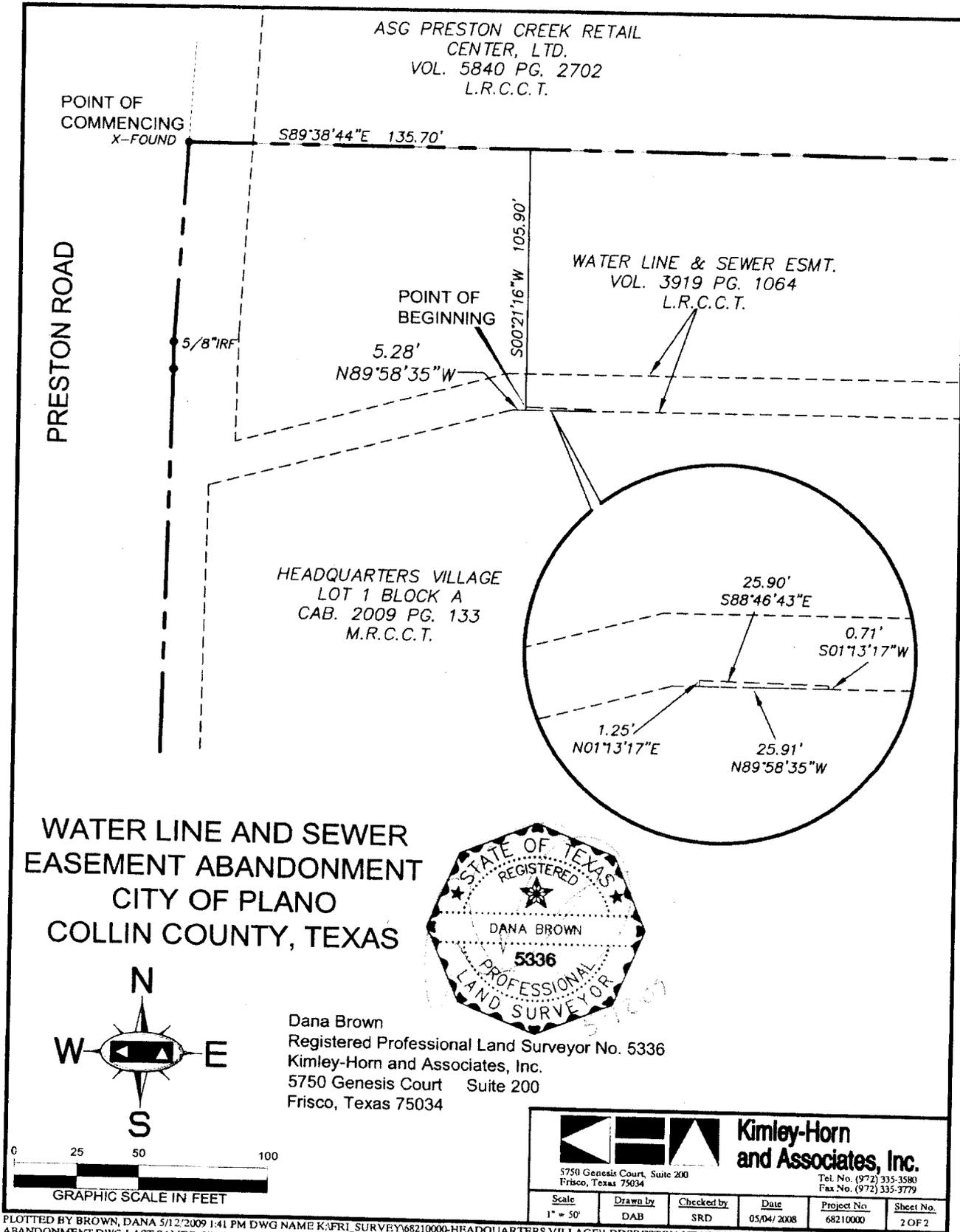
**WATER LINE AND SEWER  
 EASEMENT ABANDONMENT  
 CITY OF PLANO  
 COLLIN COUNTY, TEXAS**



		<b>Kimley-Horn and Associates, Inc.</b>			
5750 Genesis Court, Suite 200 Frisco, Texas 75034		Tel. No. (972) 335-3580 Fax No. (972) 335-3779			
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = ##"	DAB	SRD	05/04/2008	68210000	1 OF 2

PLOTTED BY BROWN, DANA 5/12/2009 1:41 PM DWG NAME K:\FR1\_SURVEY\68210000-HEADQUARTERS VILLAGE\LDPPRESTON-HEADQUARTERS\DWG\TMD\ABANDONMENT.DWG LAST SAVED 5/12/2009 1:27 PM

V-4



V-5

**EXHIBIT "B"****PETITION FOR ABANDONMENT**

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting water line & sewer easement on Lot 1 Block A Headquarters Village [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:  
**EDGE OF BUILDING ENCROACHES EASEMENT**
2. The following public interest will be served as a result of the abandonment:  
**COMMERCIAL TAX BASE INCREASED FOR CITY OF PLANO**
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 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:  
**100% HEADQUARTERS II, L.P.**
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]

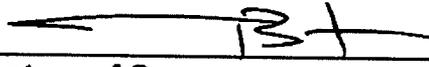
- 10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

HEADQUARTERS II, L.P.  
 Typed Name of Owner

16910 DALLAS PARKWAY, SUITE 100  
 Address

DALLAS, TEXAS 75248  
 City, State and Zip

Dated: 5-11-09

  
 Signature of Owner

**Contact Person for Property Owners:**  
**Name:** TROY BATHMAN  
**Phone No:** 972-235-7888

v-8

**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):

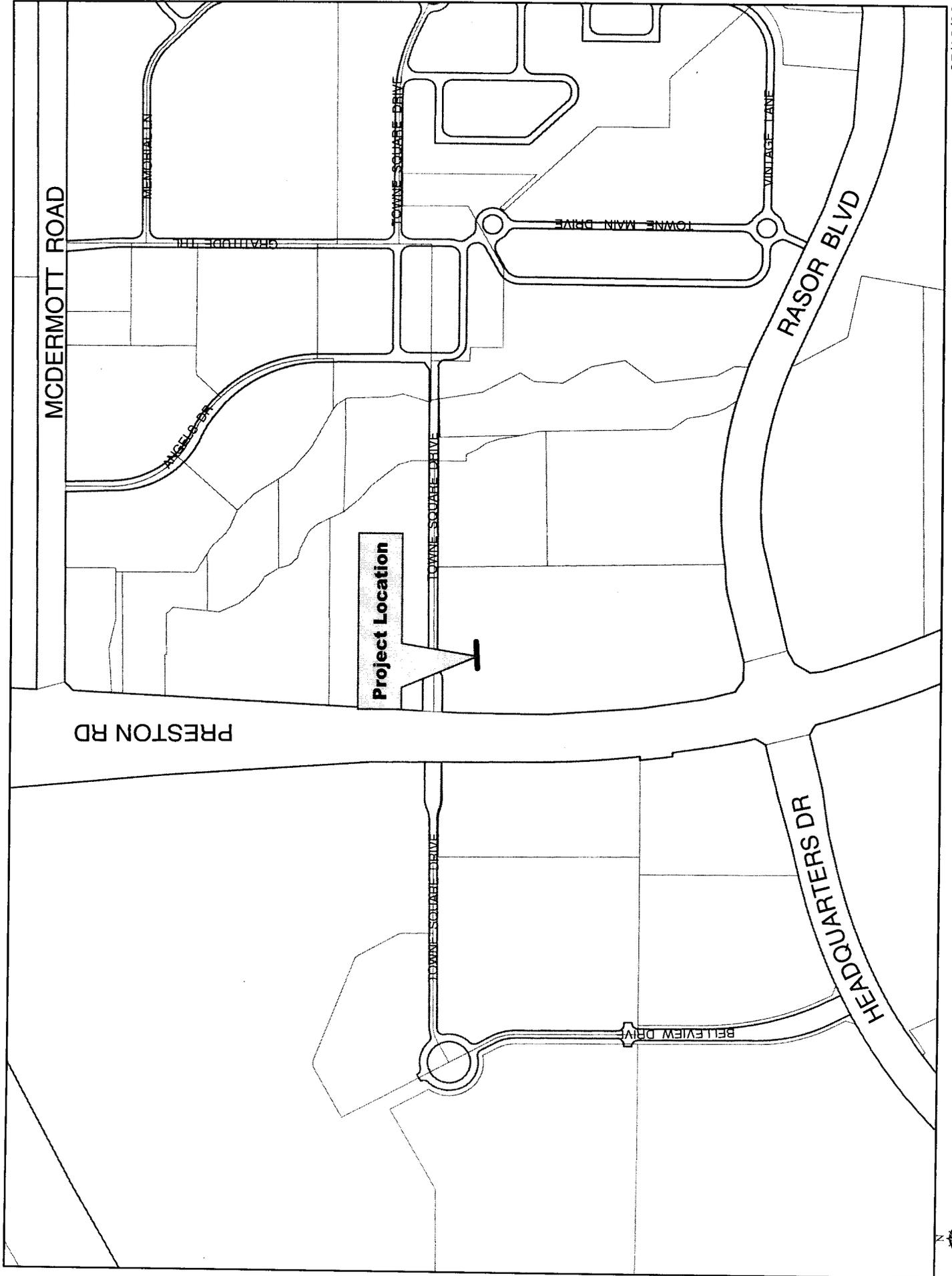
- The Easement consists of narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development code ordinances;
- The Easement consists of streets or alleys, 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

V-9

PLAT IS AVAILABLE IN ENGINEERING

# Abandonment of Water Line and Sewer Easement



05/13/09

## Location Map



V-11



**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>ALM</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>5/26/09</b>		Reviewed by Legal <i>wj</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning/Neighborhood Services		Initials	Date
Department Head	Phyllis Jarrell	Executive Director	<i>[Signature]</i>	<i>5/29/09</i>
Dept Signature:	<i>P. Jarrell</i>	City Manager	<i>[Signature]</i>	<i>5/19/09</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 <b>Public Hearing</b>				
<b>CAPTION</b>				
Public Hearing and Resolution Amending the 2008-09 Action Plan, including Proposed Use of \$332,930 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</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		0	2,199,875	0
Encumbered/Expended Amount		0	0	0
This Item		0	332,930	0
BALANCE		0	2,532,805	0
<b>FUND(S): GRANT FUND</b>				
<b>COMMENTS:</b> This item will provide grant revenues for Fiscal Years 2009-10 through 2010-11 through the Community Development Block Grant Recovery Program (CDBG-R) created by the 2009 American Recovery and Reinvestment Act. Note: The CDBG-R funds will be spent primarily in the 2009-10 Fiscal Year, but may also impact the 2010-11 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 \$332,930 from HUD, thereby expanding the grant revenues from the 2008-09 Grant Year to \$2,532,805. The City has received allocations of \$1,690,825 for the CDBG and HOME programs and \$509,050 for the Homeless Prevention and Rapid Re-Housing Program 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 26, 2009

Substantial Amendment to the 2008-09 City of Plano  
Action Plan - Community Development Block Grant Recovery 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 Community Development Block Grant Recovery Program (CDBG-R). CDBG-R funds are intended to stimulate the economy through measures that modernize the infrastructure, improve energy efficiency, and expand educational opportunities and access to health care. HUD allocated \$332,930 in funding directly to the City of Plano.

HUD released its funding notice for CDBG-Recovery funds on Wednesday, May 6, 2009, with a deadline of submitting a budget and project proposal to them on June 5, 2009. The process includes a Substantial Amendment to the City's 2008-09 Action Plan, which requires City Council approval. The Substantial Amendment process provides only one opportunity to have the required public hearing at City Council on May 26, 2009.

Given the extremely limited turnaround time, a process for receiving applications or requests for proposals from outside agencies was not available. The notice also discourages adding funds to current projects, so City staff met to consider any available projects that might qualify through the City's Consolidated Plan and the CDBG-R requirements. The recommended projects are included in the attached draft of the Substantial Amendment. Both the recommended projects are "shovel ready" and will produce expenditures quickly resulting in a near-immediate economic impact through expenditure of the CDBG-R funds. Additionally, staff is requesting 6.9% of funds be set aside for administration expenses. The proposed use of City of Plano CDBG-R funds are as follows:

Activity One: Douglass Community Park Improvements \$275,000

Description: This is a shovel ready project held up due to lack of available funds. Funds will be used for construction improvements. The project would support the City of Plano Consolidated Plan goal of preserving affordable housing stock. Estimated part-time/full-time jobs created: 15 part-time construction positions

Activity Two: Day Labor Center Technology Improvements \$35,000

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Description: The Day Labor Center (DLC) is one of the City of Plano's public facilities and assists hundreds of unemployed and/or under-employed individuals in obtaining contract labor jobs. Funds will be used for a new surveillance system, driveway bell, and repairs to the intercom system. This project will improve the efficiency of the DLC while enhancing the safety and security of workers coming for assistance in obtaining work. Estimated part-time/full-time jobs created: 2 part-time positions

Activity Three: CDBG-R Grant Administration \$22,930

---

Description: As designated in the CDBG-R regulations, up to ten percent of the funds may be used for the planning and administrative expenses associated with the management of the aforementioned recovery projects. The budgeted amount represents 6.9% of CDBG-R funds.

Jurisdiction/Grantee Name: City of Plano		CDBG-R Formula Grant Amount: 332,930			Date: 5/11/09
Douglas Community Park Improvements	This activity includes the following playground improvements: small neighborhood playground with swings, drinking fountain w/dog bowl, small pavilion, picnic tables, plaza area of pavilion and playground, benches, tree plantings and turf areas, irrigation system, parallel parking along Avenue H, fence at adjacent residential properties, short fence at playground, and sidewalk connection(s) to the Plano African American Museum.	570.201(c)	570.483(b)(1)	\$275,000	\$275,000
Day Labor Center	The Day Labor Center is one of the City of Plano's public facilities and assists hundreds of unemployed and/or under-employed individuals in obtaining contract labor jobs. Funds would be used for a new surveillance system, driveway bell, and repairs to the intercom system. The project would support the City of Plano Consolidated Plan goal providing services to low-income persons.	570.201(c)	570.483(2)(ii)(D)	\$35,000	\$35,000
Grant Administration	This activity allows for oversight, monitoring, and coordination of all CDBG-R activities	570.201(570.206(a)	570.483(b)(1)	\$22,930	\$22,930

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AMENDING THE 2008-09 ACTION PLAN, INCLUDING PROPOSED USES OF \$332,930 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 May 13, 2009, concerning the Substantial Amendment to the 2008-2009 Action Plan, and the use of 2009 American Recovery and Reinvestment Act (ARRA), Community Development Block Grant Recovery Funds collectively referred to herein as “the Funds”, and;

**WHEREAS**, the City Council held public a hearing on May 26, 2009, to receive public comments concerning the aforementioned recommendations of the Community Relations Commission and finalize a budget including proposed projects 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 for the Community Development Block Grant Recovery Program is hereby adopted;

**SECTION II.** - This resolution shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED THIS 26TH DAY OF MAY, 2009.**

\_\_\_\_\_  
Phil Dyer, 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  
Community Development Block Grant Recovery Program (CDBG-R)**

**A. General Information**

<b>Grantee Name</b>	City of Plano
<b>Name of Entity or Department Administering Funds</b>	Planning Department – Neighborhood Services Division
<b>CDBG-R Contact Person</b> (person to answer questions about this amendment and CDBG-R)	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>\$332,930</b>
<b>Amount Grantee is Requesting</b>	<b>\$332,930</b>

**B. Citizen Participation and Public Comment**

Citizen Participation:

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 May 15, 2009. The notice described the program and noted that copies were available from May 15, 2009 through May 26, 2009, at both the Plano Municipal Center and online, providing addresses for each. The notice directed public comments appropriately and provide a location, time and date for the public hearing by City Council. The Community Relations Commission held a public hearing on May 13, 2009, and recommended approval. The Plano City Council also held a public hearing and approved the amendment on May 26, 2009. Accessibility information was also provided to the public. **(Projected hearing and approval date to be confirmed before submission to HUD.)**

Public Comment Summary:

Comments will be included at the end of the public comment period, May 27, 2009.

**C. Distribution and Administration of Funds**

The proposed use of City of Plano CDBG-R funds are as follows:

1. Activity Name: Douglass Community Park Improvements

Description: This is a shovel ready project held up due to lack of available funds. Funds will be used for construction improvements. The project would support the City of Plano Consolidated Plan goal of preserving affordable housing stock. Additionally, Recovery Act goals of (1) investing in transportation, environmental protection, or other infrastructure that will provide long-term economic benefits and (2) assisting those most impacted by the recession. The park is located in one of the City's low-income neighborhoods. This project improves the quality of life for residents and new construction labor positions.

Estimated CDBG-R Funding Budget: \$275,000

Estimated Additional Recovery Funding Budget: \$0

Estimated part-time/full-time jobs created: 15 part-time construction positions

2. Activity Name: Day Labor Center Technology Improvements

Description: The Day Labor Center (DLC) is one of the City of Plano's public facilities and assists hundreds of unemployed and/or under-employed individuals in obtaining

contract labor jobs. Funds will be used for a new surveillance system, driveway bell, and repairs to the intercom system.

The project would support the City of Plano Consolidated Plan goal providing services to low-income persons. Additionally, Recovery Act goals of (1) investing in transportation, environmental protection, or other infrastructure that will provide long-term economic benefits and (2) preserving and creating jobs and promoting economic recovery. This project will improve the efficiency of the DLC while enhancing the safety and security of workers coming for assistance in obtaining work.

Estimated CDBG-R Funding Budget: \$35,000  
Estimated Additional Recovery Funding Budget: \$0  
Estimated part-time/full-time jobs created: 2 part-time positions

3. Activity Name: CDBG-R Grant Administration

Description: As designated in the CDBG-R regulations, up to ten percent of the funds may be used for the planning and administrative expenses associated with the management of the aforementioned recovery projects. The budgeted amount represents 6.9% of CDBG-R funds.

Estimated CDBG-R Funding Budget: \$22,930  
Estimated Additional Recovery Funding Budget: \$0  
Estimated part-time/full-time jobs created: 0

**D. 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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>5/26/09</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	5/19/09	
Dept Signature:	<i>P. Jarrell</i>	City Manager	5/19/09	
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 \$332,930 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 &amp; 09-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	332,930	0
BALANCE		0	332,930	0
FUND(S): <b>GRANT FUND</b>				
<b>COMMENTS:</b> This item, in an amount not exceeding \$332,930 will provide grant revenues for Fiscal Years 2008-09 through 2009-10. <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 Recovery (CDBG-R) funds available through the 2009 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 \$332,930 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 the American Recovery and Reinvestment Act (ARRA) of 2009, Community Development Block Grant Recovery Program, in an amount not to exceed \$332,930 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 2008-2009 Substantial Amendment to the Action Plan has been adopted by the City of Plano as its official 2008-2009 Community Development Block Grant Recovery 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 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 26TH DAY OF MAY, 2009.**

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

ATTEST:

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

Approved as to form:

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



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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>5/26/09</b>	Reviewed by Legal: <i>AM</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	Phyllis Jarrell	Assistant City Manager		
Dept Signature:	<i>P. Jarrell</i>	Deputy City Manager	<i>[Signature]</i>	5/19/09
		City Manager	<i>[Signature]</i>	5/15/09
Agenda Coordinator (include phone #): <b>T. Stuckey, ext 7156</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 checked="" type="checkbox"/> OTHER <b>Public Hearing</b>				
<b>CAPTION</b>				
Public Hearing and consideration of an ordinance for Zoning Case 2009-01, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 599 so as to allow the additional use of Arcade on 2.3± acres of land out of the Daniel Rowlett Survey, Abstract No. 738 located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75 in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: GBRE, LLC. Tabled 3/23/09.				
<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>				
The applicant has requested that this item remain tabled until June 22, 2009.				
List of Supporting Documents: Maps		Other Departments, Boards, Commissions or Agencies		

May 11, 2009

Mr. Eric Hill  
City of Plano  
Development Services Department  
1520 K Avenue  
Plano, Texas 75086

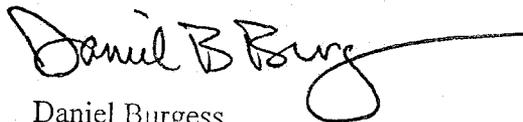
**RE: Legacy Central Theater Addition  
Lot 7R, Block A  
SUP Request for Arcade**

Dear Mr. Hill:

As the applicant for the above referenced project, we respectfully request that the SUP Request for Arcade, presently scheduled for the May 26<sup>th</sup>, 2009 Plano City Council meeting, be tabled until the June 22<sup>nd</sup>, 2009 Plano City Council Meeting.

If you have any questions or require any additional information at this time, please call me at (972) 393-8045.

Thank you,

A handwritten signature in black ink that reads "Daniel Burgess". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Daniel Burgess  
GBRE, LLC

**DATE:** March 24, 2009  
**TO:** Applicants with Items before City Council  
**FROM:** Tom Elgin, Development Review Manager  
**SUBJECT:** Results of City Council Meeting of March 23, 2009

**AGENDA ITEM NO. 6A - PUBLIC HEARING  
ZONING CASE 2009-01  
APPLICANT: GBRE, LLC**

Request for a Specific Use Permit for Arcade on 2.3± acres located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75. Zoned Corridor Commercial.

**APPROVED:** \_\_\_\_\_ **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_ 8-0

**STIPULATIONS:**

City Council approved the applicants request to table this item to their May 26, 2009, meeting.

**PUBLIC HEARING - ORDINANCE**

EH/et

xc: Daniel Burgess, BRRE, LLC  
Seth Kelly, RLK Engineering, Inc.

CITY OF PLANO  
PLANNING & ZONING COMMISSION

March 2, 2009

**Agenda Item No. 6A**

**Public Hearing:** Zoning Case 2009-01

**Applicant:** GBRE, LLC

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**DESCRIPTION:**

Request for a Specific Use Permit for Arcade on 2.3± acres located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75. Zoned Corridor Commercial.

**REMARKS:**

The requested zoning is a Specific Use Permit (SUP) for Arcade in a proposed commercial amusement (indoor) building. An arcade is defined as an establishment with six or more player-operated skill or amusement machines, or a combination of six or more such machines and/or connected control panels that provide access to the machines. 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 arcade will be operated in conjunction with a restaurant and commercial amusement (indoor) business.

The Zoning Ordinance prohibits arcades from being located within 300 feet of any church or residential zoning district, and within 1,000 feet of any public or parochial school. This site is approximately 50 feet south of a residential zoning district; however, the area is developed as a golf course. The closest residential development is a multifamily development approximately 900 feet to the west. The Zoning Ordinance allows City Council to waive the 300 foot distance requirement if it finds that the issuance of the SUP would not be detrimental to the public health, safety, or general welfare, or otherwise offensive to the residentially-zoned area. The applicant is requesting a waiver of the 300 foot distance requirement.

**RECOMMENDATIONS:**

Recommended for approval subject to City Council waiving the 300 foot distance requirement from residentially-zoned property.

**ORDINANCE NO. \_\_\_\_\_**  
**(Zoning Case 2009-01)**

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 599 SO AS TO ALLOW THE ADDITIONAL USE OF ARCADE ON 2.3± ACRES OF LAND OUT OF THE DANIEL ROWLETT SURVEY, ABSTRACT NO. 738 LOCATED ON THE SOUTH SIDE OF CHASE OAKS BOULEVARD, 300± FEET WEST OF U.S. HIGHWAY 75 IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED CORRIDOR COMMERCIAL; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, 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 26th day of May, 2009, for the purpose of considering granting Specific Use Permit No. 599 for the additional use of Arcade on 2.3± acres of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75 in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; 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 26th day of May, 2009; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 599 for the additional use of Arcade on 2.3± acres of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75 in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

**WHEREAS**, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 599, allowing the additional use of Arcade on 2.3± acres of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75 in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial, 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.

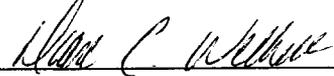
**PASSED AND APPROVED THIS THE 26TH DAY OF MAY, 2009.**

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

ATTEST:

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

APPROVED AS TO FORM:



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

EXHIBIT "A"  
LEGAL DESCRIPTION

BEING a tract of land situated in the Daniel Rowlett Survey, Abstract No. 738, City of Plano, Collin County, Texas, and being part of Lot 7, Block A, Legacy Central Theater Addition, an addition to the City of Plano as recorded in Cabinet 2006, Page 441, Plat Records of Collin County, Texas, and being more particularly described as follows:

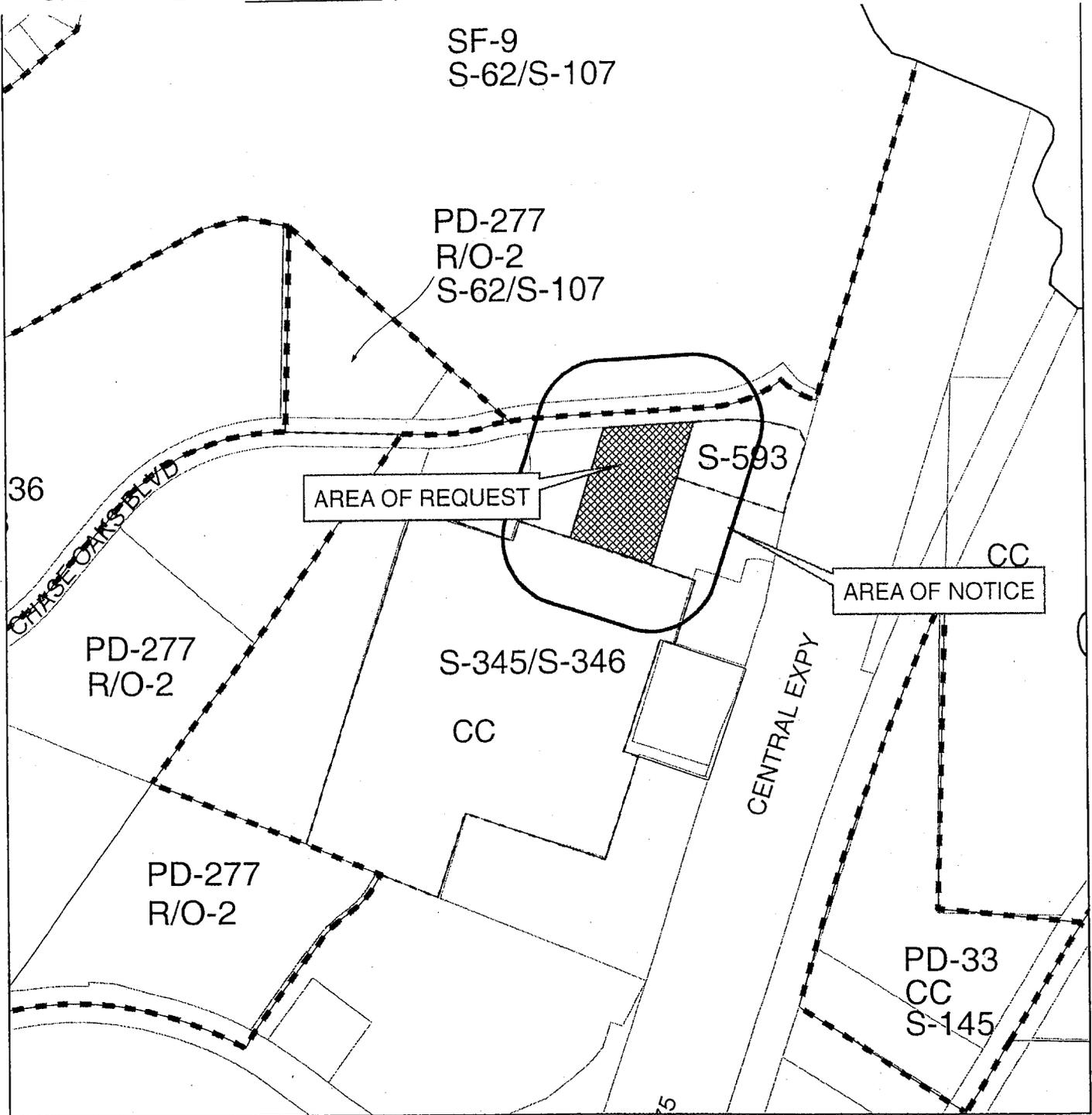
BEGINNING at an "x" cut out for corner in the south line of Chase Oaks Boulevard (an 85' R.O.W.), said point being the northeast corner of the aforementioned Lot 7, Block A;

THENCE South  $18^{\circ} 45' 49''$  West, leaving Chase Oaks Boulevard, a distance of 440.60 feet to a capped iron found (VOTEX) for corner in the north line of Lot 1R, Block A, Legacy Central Theater Addition as recorded in Cabinet M, Page 492, Plat Records of Collin County, Texas;

THENCE North  $71^{\circ} 14' 11''$  West, with the north line of said Lot 1R, a distance of 257.67 feet to an "x" cut set for corner'

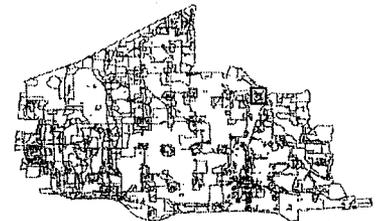
THENCE North  $18^{\circ} 45' 49''$  East, a distance of 341.55 feet to a point for corner in the aforementioned south line of Chase Oaks Boulevard;

THENCE North  $87^{\circ} 44' 09''$  East, with the south line of Chase Oaks Boulevard, a distance of 276.05 feet to a POINT OF BEGINNING and CONTAINING 100,765 square feet, or 2.313 acres of land.



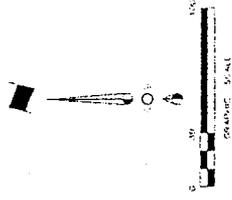
Zoning Case #: 2009-01

Existing Zoning: CORRIDOR COMMERCIAL



○ 200' Notification Buffer





**STATE OF TEXAS  
COUNTY OF COLLIN**

BEING a part of land shown in the Daniel Rowlett Survey, Abstract No. 238, City of Plano, Collin County, Texas, and being part of Lot 7, Block A, Legacy Central Theater Addition, as shown on the Plat of Legacy Central Theater Addition, as recorded in Collin County, Texas, and being more particularly described as follows:

**BEING** an "L" shaped lot bounded on the south side by Chase Oaks Boulevard, on the east side by the main line of Lot 11, a distance of 278.00 feet, on the north side by the main line of Lot 8, a distance of 278.00 feet, and on the west side by the main line of Lot 7, a distance of 278.00 feet.

**BEING** 100,795 square feet, or 2.313 acres of land.

**BEING** 100,795 square feet, or 2.313 acres of land.

**BEING** 100,795 square feet, or 2.313 acres of land.

**BEING** 100,795 square feet, or 2.313 acres of land.

**BASES OF BOUNDARIES:**

The bearings shown are based on Lot 7, Block A, Legacy Central Theater Addition as recorded in Collin County, Texas, Page 441.

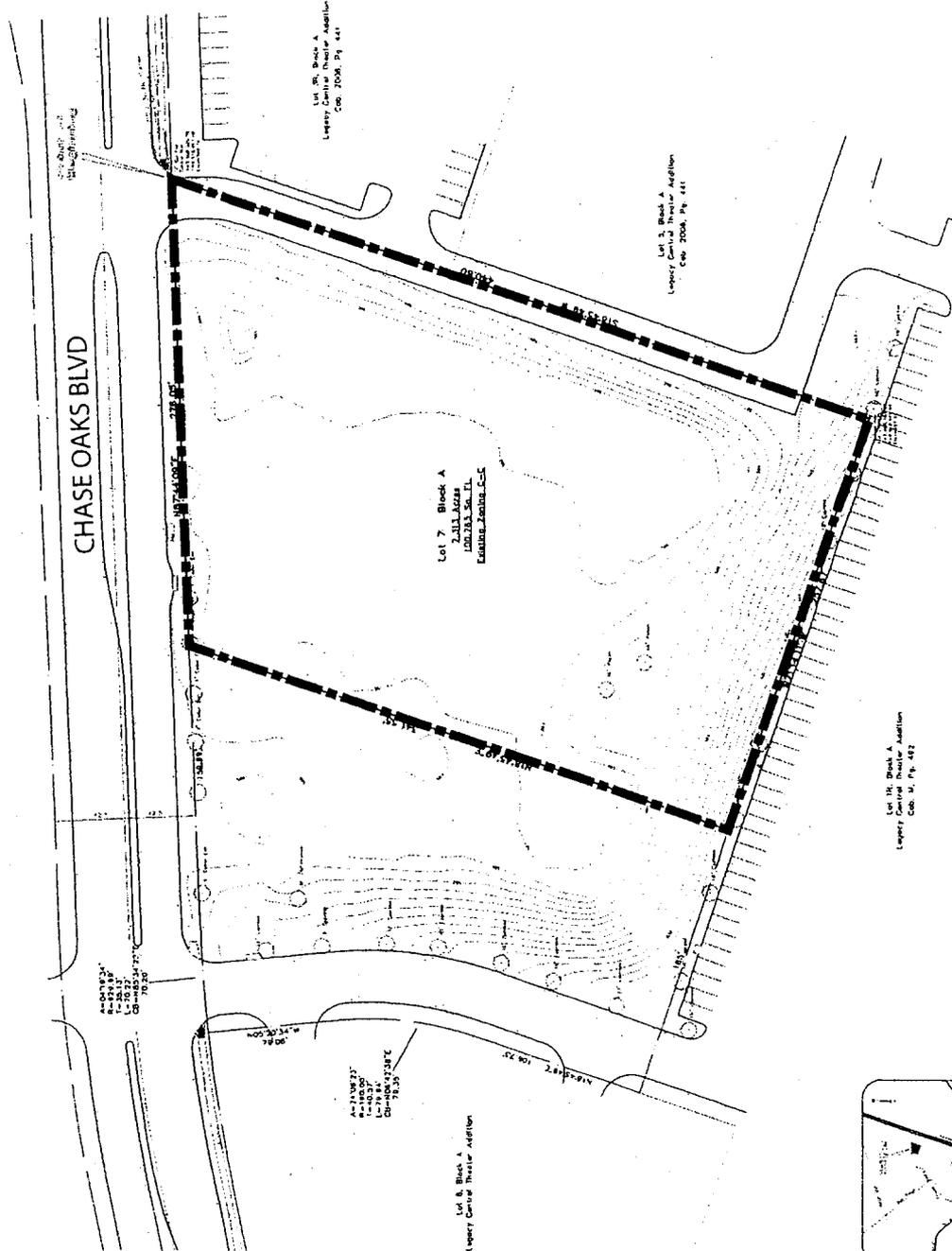
ZONING CASE 2009-01  
ZONING EXHIBIT  
SUP REQUEST FOR ARCAD1

**LEGACY CENTRAL  
THEATER ADDITION**  
LOT 7 BLOCK A  
2.313 Acres Situated in The  
DANIEL ROWLETT SURVEY  
ABSTRACT No. 238  
PLANO, COLLIN COUNTY, TEXAS

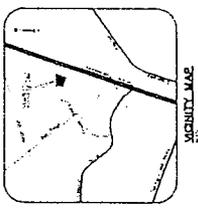
**CHILL, LLC**  
111 North Main Street  
Plano, Texas 75074  
Telephone 972.797.8025

**TECHNICAL**  
111 North Main Street  
Plano, Texas 75074  
Telephone 972.797.8025

**SUBDIVISION**  
Surveying, Inc.  
1975 University Boulevard, Suite 102  
Plano, Texas 75075  
Telephone 972.542-1148  
February 6, 2009



Approved as the zoning was associated with the overall plat and not being approved as an individual lot, plat, or subdivision. The plat was approved by the Planning & Zoning Commission and the City Council on the 11th day of February, 2009. This plat shall be considered as an action separate from action taken on this zoning case.



**DATE:** May 5, 2009  
**TO:** Honorable Mayor & City Council  
**FROM:** James Duggan, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of May 4, 2009

**AGENDA ITEM NO. 6 - PUBLIC HEARING  
AMENDMENTS TO THE SUBDIVISION ORDINANCE REGARDING THE LAND  
STUDY REVIEW PROCESS  
APPLICANT: CITY OF PLANO**

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.

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Recommended for approval as submitted. Please see attached document. (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

**FOR CITY COUNCIL MEETING OF:** May 26, 2009 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING – ORDINANCE**

KP/et

CITY OF PLANO  
PLANNING & ZONING COMMISSION

May 4, 2009

**Agenda Item No. 6**

**Public Hearing:** Amendments to the Subdivision Ordinance Regarding the Land Study Review Process

**Applicant:** City of Plano

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**DESCRIPTION:**

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.

**BACKGROUND:**

The City of Plano currently utilizes two different development review processes - one for commercial development and another for single-family residential development. The commercial development process begins with the preparation of a concept plan. The process for single-family residential begins with preparation of a land study.

While not vastly different from a concept plan, the land study was better suited to the subdivision of land into large, single-family subdivisions. However, development trends have shifted significantly and today, Plano rarely sees new, large scale, single-family developments. In response to this shift in development activity and, as part of ongoing efforts to maintain a streamlined development process, the land study requirement is proposed to be replaced by the concept plan, which is currently the requirement for all other development types. Implementation of these changes will result in a single development review process.

To remove this requirement, amendments to the Subdivision Ordinance and Zoning Ordinance are necessary. This agenda item addresses the requisite changes to the Subdivision Ordinance. Changes to the Zoning Ordinance are addressed in a subsequent agenda item.

The proposed changes to the Subdivision Ordinance are shown in the attached copy of the Ordinance. (Additions are indicated in underlined text; deletions are indicated in strikethrough text). The majority of the changes are found in Sections 3.1 and 3.2 of

Article III (Platting Procedures), however references to the land study and corresponding changes do occur throughout the document.

**RECOMMENDATION:**

The Subdivision Ordinance should be amended as shown on the following attachment:

# CITY OF PLANO SUBDIVISION ORDINANCE

## Introduction and Procedural Overview

The Subdivision Ordinance of the City of Plano is designed to prepare land for development. Prior to submission of applications, a pre-application meeting is required. The purpose of the meeting is to review potential subdivision design before formal submittal. City of Plano engineering and planning staff will discuss storm water impacts of the proposed development and opportunities to achieve storm water quality and quantity goals of Plano's Texas Pollution Discharge Elimination System (TPDES) permit.

The process for gaining subdivision approval depends on the size and complexity of the subdivision. Minor subdivisions, which are subdivisions of four or fewer lots requiring no public improvements, may be approved by staff in a one step process. Approval of major plats may involve from one to three steps depending on the nature of development. In addition, remainders of tracts being subdivided and parcels smaller than five acres but not proposed for improvement or development may in some instances be approved in a one step process under the conveyance plat provisions of the ordinance. Some types of subdivisions are not regulated under this ordinance. These exempt subdivisions include divisions of property where no part being created is smaller than 20 acres, certain forms of lease holds, divisions created through inheritance, and divisions created by the action of a court of law. However, no property may be developed without an approved plat. The general process of subdivision approval is described below. This description does not substitute for the actual regulations contained in Articles 1-7.

1. Major Subdivision Approval Process - The approval process for a major subdivision typically begins with the preparation of a land study concept plan. This plan establishes a general schematic for the site development, primarily focusing on vehicular access and circulation. Concept plans may be used to separate large properties into parts for phasing site planning and development. A land study concept plan may be as simple as a plan defining the location of arterial or collector streets shown on the city's thoroughfare plan. However, a land study concept plan may also show the preliminary layout of local streets and lots. Approval of a land study concept plan showing the proposed street and lot layout is required prior to the submittal of a preliminary plat for a residential subdivision. Land studies Concept Plans may be used to define a phasing plan for the development of property. In this case, areas proposed for immediate development will be more detailed than future phases of the development. Land studies Concept Plans for multi-phased projects may be amended and refined as subsequent phases are ready to proceed through the subdivision approval process.

The approval of a preliminary plat is the second step in processing a major subdivision. The preliminary plat must generally conform with the approved concept plan for the property. The preliminary plat is a detailed, fully dimensional plat and engineered plan for the subdivision. Following the approval of the preliminary plat by the Planning & Zoning Commission and the release of the engineering plans by the City Engineer, the developer may begin construction of the subdivision improvements. The preliminary plat may not be filed with the county clerk, nor may lots be sold with preliminary plat approval.

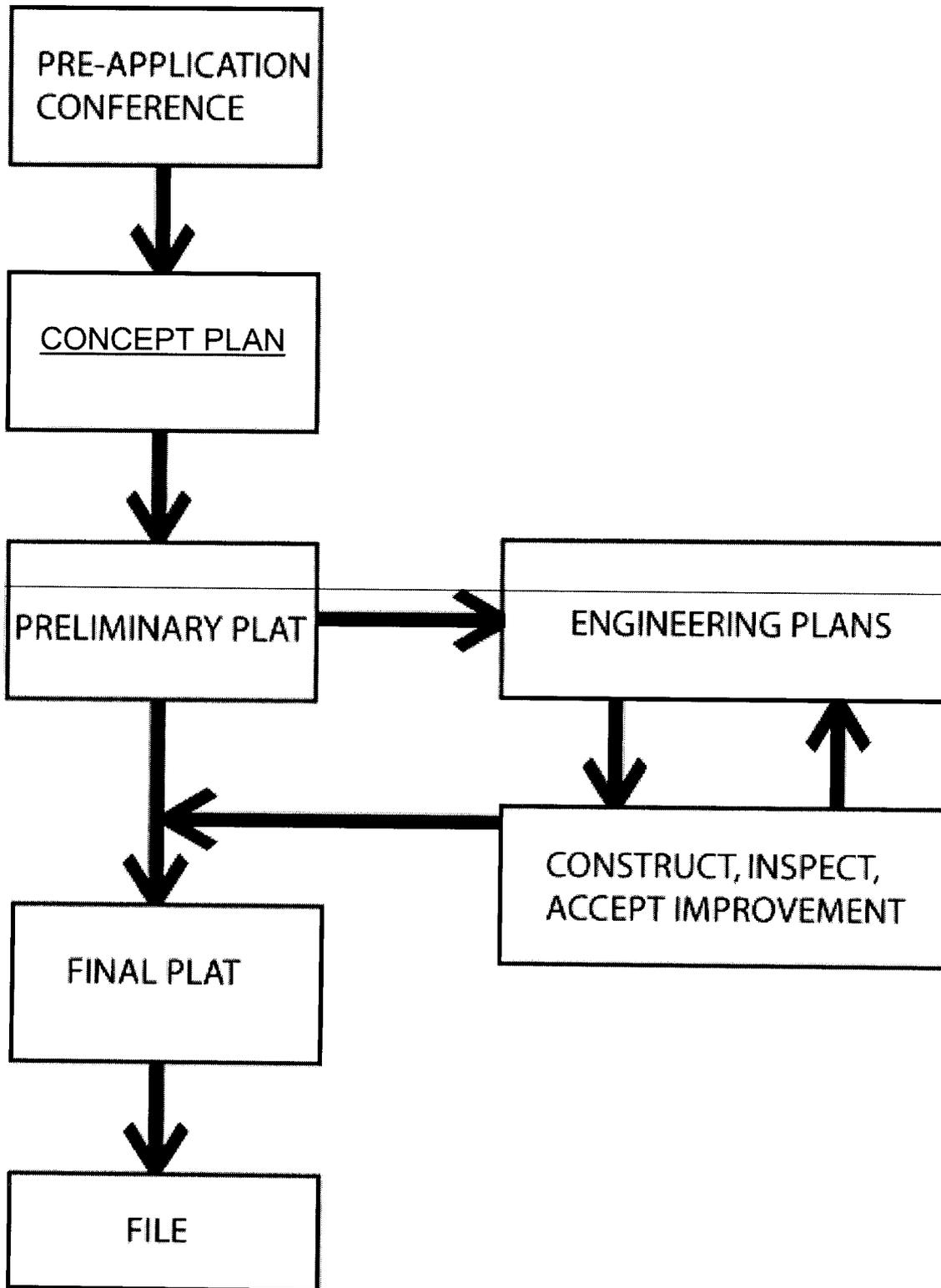
The final stage of the subdivision process is approval of the final plat. Once the improvements have been constructed, inspected and approved for acceptance by the City Engineer, the final plat may be presented to the Planning & Zoning Commission for approval. All corrections and alterations to the plat are made prior to approval, thus eliminating the reasons for most replats. If improvements have not been completed or if minor corrections are needed, the developer and the city may enter into an improvement agreement specifying the work remaining and providing necessary surety for future performance. This agreement can be approved concurrent with a final plat, thereby allowing the plat to be filed and lots sold. If the developer elects to do so, he could enter into a development agreement with the city for all improvements. This would only be appropriate for small subdivisions, however.

2. Minor Subdivision Approval Process - The ordinance provides a one step process for minor plats. A minor plat is defined as a subdivision of four or fewer lots not requiring any public improvements. Minor plats can be processed for either residential or nonresidential subdivisions. Minor plats can be approved by staff without any action by the Planning & Zoning Commission.
3. Conveyance Plats - The Subdivision Ordinance recognizes the need to subdivide and sell property without plans for its immediate development. In addition, a lot from a tract may be sold for development, leaving an unimproved remainder. A conveyance plat allows the recording of a subdivision without requiring the construction of public improvements. This alternative is an interim step in the subdivision process and may generally be used only where the parcels or lots being created are larger than five acres.

A conveyance plat is a boundary survey drawn as a plat. Easements, dedications and reservations may be recorded on a conveyance plat. Engineering plans are not required to process a conveyance plat, unless the developer plans to construct limited improvements on the property. Development fees are not collected at the time of conveyance plat approval.

4. Review Time - ~~Land studies, preliminary~~ Preliminary plats, final plats and conveyance plats will be acted on within 30 days of filing. All ~~land studies and plats~~ not acted upon within this time frame will be considered approved. Minor plats may be processed in a shorter period, since they only require staff approval. All other approvals require the action of the Planning & Zoning Commission.
5. Appeals - The action of staff concerning a minor plat may be appealed to the Planning & Zoning Commission. The action of the Planning & Zoning Commission regarding subdivision approval may be appealed to the Plano City Council.

# SUBDIVISION PROCESS



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THOROUGHFARE SCREENING ORDINANCE

## **ARTICLE I. GENERAL PROVISIONS**

### **1.1 Title**

These regulations shall be officially known, cited and referred to as the Subdivision Regulations of the City of Plano (hereinafter "these regulations").

### **1.2 Policy**

- a. The subdivision or platting of land and the subsequent development of the land is subject to the control of the city pursuant to the Comprehensive Plan for the orderly, planned, efficient, and economical development of the city.
- b. Land to be subdivided or platted shall be of a character that can be used safely for building purposes without danger to health or peril from fire, flood, or other menace, and land shall not be developed until adequate public facilities and improvements exist and proper provision has been made for drainage, water, sewerage, and streets.
- c. Proposed public improvements shall conform to and be properly related to the proposals shown in the Comprehensive Plan and the capital improvements program of the city. These regulations shall supplement and facilitate the enforcement of the provisions and standards contained in building and housing codes, zoning ordinances, the Comprehensive Plan and the capital improvements program of the city.
- d. Land that has been platted prior to the effective date of this ordinance shall, whenever possible, be brought within the scope of these regulations to further the purposes identified in Section 1.3.

### **1.3 Purposes**

These regulations are adopted for the following purposes:

- a. To protect and provide for the public health, safety, and general welfare of the city.
- b. To guide the future growth and development of the city in accordance with the Comprehensive Plan.
- c. To ensure safety from fire, flood, and other danger, and to prevent overcrowding of the land and undue congestion of population.
- d. To guide public and private development in order to provide adequate and efficient transportation, water, sewerage, drainage, and other public requirements and facilities.

- e. To provide for the circulation of traffic and pedestrians required for the beneficial use of land and buildings and to avoid congestion throughout the city.
- f. To establish reasonable standards of design and procedures for platting and replatting to further the orderly layout and use of land, and to ensure proper legal descriptions and monumenting of platted land.
- g. To ensure that adequate public facilities and services are available and will have sufficient capacity to serve the proposed subdivision or addition and that the community will be required to bear no more than its fair share of the cost of providing the facilities and services.
- h. To prevent the pollution of streams and ponds; to ensure the adequacy of drainage facilities; to safeguard the water table, and to encourage the wise use and management of natural resources, and enhance the stability and beauty of the community and the value of the land.
- i. To provide for open spaces through the most efficient design and layout of the land.
- j. To remedy the problems associated with inappropriately platted lands, including premature subdivision, incomplete subdivision and scattered subdivision.

#### **1.4 Authority**

- a. These regulations are formulated under the powers granted by Chapter 212, Subchapters A and B of the Texas Local Government Code. The term "plat" as used in Subchapter A and this ordinance shall also include within its definition the term "development plat" specified in Subchapter B, except where noted.
- b. In addition to its other responsibilities, the Planning & Zoning Commission of the City of Plano (hereinafter "Commission") is vested with the authority to review, approve, conditionally approve and disapprove applications for the platting or subdivision of land, including land studies, conveyance plats, preliminary plats, final plats, amended plats, replats, and vacations of plats, subject to review by the Council. The Commission may grant variances from these regulations pursuant to the provisions of Section 1.11.
- c. The Director of Planning is vested with the authority to approve minor plats. The Director of Planning may, for any reason, elect to present a minor plat to the Planning & Zoning Commission for approval. The Director of Planning may

not disapprove a minor plat and shall refer any minor plat refused for approval to the Planning & Zoning Commission within 30 days of the official date of application.

## 1.5 Jurisdiction

- a. These regulations apply to all subdivisions of land, located within the corporate limits of the city and within the city's extraterritorial jurisdiction, as provided by law and to all additions of land within the corporate limits of the city, except as expressly stated herein.
- b. The following types of subdivision do not require approval by the City of Plano; however, the city shall not extend utilities, provide access to public roads or issue building permits for the development of any property which has not received final plat approval, except as otherwise provided by this ordinance.
  1. The division of land into two or more parts where all parts are larger than 5 acres and where no new building or improvement is proposed and no required public improvement is to be dedicated.
  2. The creation of a remainder of a tract caused by the platting of a portion of the tract provided the remainder is larger than 20 acres.
  3. The division of a tract or parcel for purposes of creating a dedication plat;
  4. The creation of a leasehold for a space within a multi-occupant building or a commercial building site which does not abut a public street, or the division of property into such leaseholds, provided that the property is a part of an approved subdivision or addition and regulated in accordance with the site plan requirements of the city, and such plat has been amended as may be required to add easements or otherwise serve the leasehold. For purposes of this section, a leasehold abuts a public street if it is immediately adjacent to a public street or if it is so close to a public street that no usable property lies between the leasehold and the public street.
  5. The creation of a leasehold for agricultural use of the subject property, provided that the use does not involve the construction of a building(s) to be used as a residence or for any purpose not directly related to agricultural use of the land or crops or livestock raised thereon.
  6. The division of property through inheritance, the probate of an estate, or by a court of law.
- c. A written request may be directed to the Commission for information concerning whether a plat is required under these regulations, in accordance with Section 212.0115, as amended, of the Texas Local Government Code.

- d. The exclusion of such activities from these regulations does not waive any jurisdiction the city now exercises or may exercise over such matters.
- e. Except as provided above, no land may be subdivided or platted through the use of any legal description other than with reference to a plat approved by the Commission in accordance with these regulations.
- f. Except as provided above and lots of record established prior to the effective date of this ordinance, no land shall be sold, leased, or transferred until the property owner has obtained approval of a final plat, or conveyance plat from the Director of Planning, the Commission or the Council as required by these regulations.
- g. The city shall withhold all public improvements and utilities, including the maintenance of streets and the provision of sewage facilities and water service, from all tracts, lots or additions, the platting of which has not been officially approved by the Director of Planning, the Commission, or City Council and for which a certificate of compliance has not been issued pursuant to Section 3.6(g).
- h. Except as provided in Sections 3.7 (c)(5) and 4.5, no building permit or certificate of occupancy shall be issued for any parcel or tract of land inside the city limits until such property has received final plat approval and is in substantial conformity with the provisions of these subdivision regulations, and no private improvements shall take place or be commenced except in conformity with these regulations.

## **1.6 Applicable Law**

All applications for plat approval, including final plats, pending on the effective date of these regulations and which have not lapsed shall be reviewed under regulations in effect immediately preceding the date of adoption of these regulations.

## **1.7 Interpretation, Conflict and Severability**

- a. Interpretation - In their interpretation and application, the provisions of these regulations shall be held to be the minimum requirements for the promotion of the public health, safety and general welfare. These regulations shall be construed broadly to promote the purposes for which they are adopted.
- b. Conflict with Other Laws - These regulations are not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute or other provision of law except as provided in these regulations. Where any provision

of these regulations imposes restrictions different from those imposed by any other provision of these regulations, or other provision of law, the provision which is more restrictive or imposes higher standards shall control.

- c. Severability - If any part or provision of these regulations or the application of these regulations to any person or circumstances is adjudged invalid by any court of competent jurisdiction, the judgment shall be confined in its operation to the part, provision, or application directly involved in the controversy in which the judgment shall be rendered and it shall not affect or impair the validity of the remainder of these regulations or the application of them to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of these regulations even without any such part, provision, or application which is judged to be invalid.

### **1.8 Saving Provision**

These regulations shall not be construed as abating any action now pending under, or by virtue of, prior existing subdivision regulations, or as discontinuing, abating, modifying, or altering any penalty accruing or about to accrue, or as affecting the liability of any person, firm, or corporation, or as waiving any right of the city under any section or provision existing at the time of adoption of these regulations, or as vacating or annulling any rights obtained by any person, firm, or corporation, by lawful action of the city except as shall be expressly provided for in these regulations.

### **1.9 Superseding Regulations**

Upon the adoption of these regulations according to law, all Subdivision Regulations of the City of Plano previously in effect are hereby superseded, except as provided in Section 1.6.

### **1.10 Amendments**

For the purpose of protecting the public health, safety and general welfare, the Commission or Council may from time to time propose amendments to these regulations which shall then be approved or disapproved by the Council at a public meeting.

### **1.11 Variances**

- a. General - Where the Commission finds that unreasonable hardships or difficulties may result from strict compliance with these regulations and/or the purposes of these regulations may be served to a greater extent by an alternative proposal, it may approve variances to these subdivision regulations so that substantial justice may be done and the public interest secured; provided that the variance shall not have the effect of nullifying the intent and

purpose of these regulations; and further provided the Commission shall not approve variances unless it shall make findings based upon the evidence presented to it in each specific case that:

1. The granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other property;
  2. The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not applicable generally to other property.
  3. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out;
  4. The variance will not in any manner vary the provisions of the Zoning Ordinance or Comprehensive Plan, except that those documents may be amended in the manner prescribed by law.
- b. Conditions - In approving variances, the Commission may require such conditions as will, in its judgment, secure substantially the purposes described in Section 1.3.
- c. Procedures - A petition for a variance shall be submitted in writing by the property owner at the time when the conveyance plat, preliminary plat or final plat is filed for the consideration of the Commission. The petition shall state fully the grounds for the application and all of the facts relied upon by the petitioner.
- ~~2. Where a hardship is identified in a land study which will result in a request for a variance, the Commission may grant a conditional variance. A conditional variance shall receive final approval along with a preliminary plat provided that the preliminary plat conforms to the land study and no new information or reasonable alternative plan exists which, at the determination of the Commission, voids the need for a variance.~~

### **1.12 Waivers from Development Exactions**

The property owner or applicant for preliminary plat approval may file a petition for relief from a dedication or construction requirement that is applied or imposed as a condition of approval of a ~~Phase II land study~~, conveyance plat, preliminary plat or final plat. Waiver requests shall be considered in accordance with the following procedures:

- a. Petition for Relief - The property owner or applicant must submit a written petition for relief to the Planning Department at least 10 days prior to the Planning & Zoning Commission's consideration of a ~~Phase II land study~~, conveyance plat, preliminary plat, or final plat. The petition shall set forth the reasons for the waiver request and must indicate the dedication and/or construction requirements for which relief is being requested. An applicant may also submit a petition for relief from conditions of plat approval added by the Commission in its consideration of a ~~Phase II land study~~, conveyance plat, preliminary plat or final plat. This petition must be submitted no later than 10 days following the Commission's action.
- b. Consideration of Plat - After receipt of a petition for relief, the Planning Department shall schedule consideration of the plat only, within the 30 day time frame required by state law. The Planning & Zoning Commission shall approve the plat subject to future consideration of the applicant's petition for relief from a dedication or construction requirement, or disapprove the plat.
- c. Study Required - The petitioner shall provide a study in support of the petition for relief within 14 days of filing the petition for relief. The Director of Planning may extend the time for submitting the study for an additional 14 days upon the request of the applicant. The study shall include the following information:
  1. Total capacity of the city's public infrastructure system or improvements to be dedicated to the city to be utilized by the proposed subdivision, employing standard measures of capacity and equivalency tables that relate the type of development proposed to the quantity of system capacity. In no case shall the calculation of the capacity used by a proposed commercial or multifamily development be based on development intensities less than the mid-point of intensity allowed by the particular zoning for the property. If the proposed subdivision is to be developed in phases, such information shall be provided for the entire development, including any phases already developed.
  2. Total capacity to be supplied to the city's public infrastructure system by the proposed dedication of an interest in land or construction of capital improvements. If the development application is part of a phased development, the information shall include any capacity supplied by prior dedications or construction of capital improvements.
  3. Comparison of the capacity of the city's public facilities system to be consumed by the proposed subdivision with the capacity to be supplied by the proposed dedication of an interest in land or construction of capital improvements. In making this comparison, the impacts on the city's public facilities system from the entire development shall be considered.
  4. The effect of any city participation in the costs of oversizing the capital improvements to be constructed in accordance with the city's requirements.

- d. Processing of Petition - The City Engineer shall evaluate the petition and supporting study and make a recommendation to the Planning & Zoning Commission based upon the petitioner's study and his own analysis. The City Engineer may utilize any reasonable methodology and information in evaluating the petitioner's study.
- e. Consideration of Petition for Relief - The petition for relief will be considered by the Planning & Zoning Commission no later than 30 days after receipt of a complete supporting study. Based upon the application, supporting study and the City Engineer's report, the Commission shall determine whether the application of the regulations for dedication or public improvements is roughly proportional to the nature and impact created by the development. The Planning & Zoning Commission shall take one of the following actions in considering the petition for relief:
  - 1. Deny the petition for relief, and impose the standard or condition requiring dedication or construction of capital improvements in accordance with the regulations contained within this ordinance.
  - 2. Grant the petition for relief, and waive in whole or in part any dedication or construction requirement necessary to meet the criteria for approval.
  - 3. Accept alternative designs for the public infrastructure system or improvements to be dedicated to the city.
  - 4. Delay the imposition of the requirement until a future phase of development. If a delay is granted, the future phase of development must be clearly defined.
  - 5. Reduce the applicant's cost of the dedication or construction requirement.
- f. Criteria for Approval - The Planning & Zoning Commission shall determine whether the application of the regulations requiring dedication of an interest in land for public improvements or construction of capital improvements is roughly proportional to the nature and extent of the impacts created by the proposed development on such water, wastewater, roadway, or drainage system, and reasonably benefits the development. The Commission shall take into account the evidence submitted by the petitioner and the City Engineer's report and recommendation.
- g. Appeals - The decision of the Planning & Zoning Commission on a petition for relief may be appealed in accordance with Article III, Section 3.9 of this ordinance. An appeal constitutes authorization for the plat to also be placed on the City Council's agenda for consideration and action.
- h. Lapse of Plat Approval - If relief is granted to the petitioner, it shall remain in effect for the time period specified in Article III for each type of plat, and shall end upon expiration of the plat. Plat approvals may be extended as provided in Article III.

- i. Plat Modification - If a plat for which relief was granted is modified to increase the number of residential units or the intensity of nonresidential uses, the City Engineer may require a new study to validate the relief. The petition for relief and new study shall be submitted and processed according to the procedures outlined in Sections 1-5 above.”

### **1.13 Enforcement, Violations and Penalties**

#### a. Violations

1. It shall be unlawful for any owner or agent of any owner to subdivide or plat any land into lots, blocks, and streets or to sell property therein and thereby which has not been platted or subdivided in accordance with the Subdivision Ordinance.
2. It shall be unlawful for any person to violate any term or provision of the Subdivision Ordinance.

- b. Penalties - Any person, firm, or corporation violating any of the provisions or terms of the Subdivision Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, be subject to a fine not to exceed \$2000 for each offense. Each and every day such violation shall continue shall be deemed to constitute a separate offense.

- c. Civil Enforcement - Appropriate civil actions and proceedings may be maintained in law or in equity to prevent unlawful construction, to recover damages, to impose additional penalties, to restrain, correct, or abate a violation of these regulations, whether such violation occurs with respect to lands within the corporate boundaries of the city or within the city's extraterritorial jurisdiction. These remedies shall be in addition to the penalties described above.

## **ARTICLE II. DEFINITIONS**

### **2.1 Usage**

- a. For the purpose of these regulations, certain numbers, abbreviations, terms, and words shall be used, interpreted and defined as set forth in this Article.
- b. Unless the context clearly indicates to the contrary, words used in the present tense include the future tense and words used in the plural include the singular.

### **2.2 Words and Terms Defined**

- a. Addition - One lot, tract or parcel of land lying within the corporate boundaries of the city which is intended for the purpose of development.
- b. Amended Plat - A revised plat correcting errors or making minor changes to the original recorded final plat.
- c. Amenity - An improvement to be dedicated to the public or the common ownership of the lot owners of the subdivision and providing an aesthetic, recreational or other benefit, other than those prescribed by this ordinance.
- d. Base Flood - The flood having a one percent chance of being equaled or exceeded in any given year. The base flood shall be determined by using a fully developed watershed and the city's Drainage Design Manual criteria for a 100 year storm.
- e. Block - A tract of land bounded by streets, or by a combination of streets and public parks, cemeteries, railroad right-of-way, shorelines of waterways, or boundary lines of municipalities.
- f. Bond - Any form of a surety bond in an amount and form satisfactory to the city.
- g. Capital Improvements Program - The official proposed schedule of all future public projects listed in order of construction priority together with cost estimates and the anticipated means of financing each project, as adopted by City Council.
- h. City - The City of Plano, Texas.
- i. City Engineer - The official with responsibility to review and release plans for construction projects, or his designee.
- j. Commission - The Planning & Zoning Commission for the City of Plano.

- k. Comprehensive Plan - A plan for development of the city prepared and adopted by the Council, and including any part of such plan separately adopted and any amendment to such plan, or parts thereof.
- l. Concept Plan - A plan establishing a general schematic for site development, primarily focusing on vehicular access and circulation. Concept plans may be used to separate large properties into parts for phasing site planning and development.
- lm. Construction Plan - The maps or drawings accompanying a plat and showing the specific location and design of public improvements to be installed in the subdivision or addition in accordance with the requirements of the Commission as a condition of the approval of the plat.
- mn. Contiguous - Lots are contiguous when at least one boundary line of one lot touches a boundary line or lines of another lot.
- no. Conveyance Plat - An interim plat recording the subdivision of property or defining a remainder of property created by the approval of a final plat for a portion of property, where approval of final development plans is not sought.
- op. Council - The City Council of the City of Plano, Texas.
- oq. County - Either Denton County, Texas, or Collin County, Texas, depending on whether a proposed subdivision or addition, or part thereof is located in such County.
- or. Dedication Plat - A plat prepared for the purpose of dedicating land or easements for rights-of-way to the city.
- rs. Developer - The person, business, corporation or association responsible for the development of the subdivision or addition. In most contexts the terms Developer and Property Owner are used interchangeably in these regulations.
- st. Development - Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, paving, drainage or utilities, but not agricultural activities.
- tu. Development Exaction - Any dedication of land or easements for, construction of, or contribution toward construction of a public improvement required as a condition of plat approval by the city under these regulations.
- uv. Director - The Director of the Planning Department of the City of Plano, or his/her designee.

wv. Drainage Way - All land areas needed to allow passage of the Base Flood, including sufficient access above the Base Flood elevation along each side of and parallel to the natural or excavated channel.

wx. Easement - An interest in the real property of another which is the dominant estate and is a right to use such real property for the purposes specified therein.

xy. Escrow - A deposit of cash with the city in accordance with city policies.

yz. Final Plat - The map of a subdivision or addition to be recorded after approval by the Commission and any accompanying material and additional requirements as described in these regulations.

zaa. — Floodplain - Any land area susceptible to being inundated by water from the base flood.

aabb. Improvement Agreement - A contract entered into by the developer and the city by which the developer promises to complete the required public improvements within the subdivision or addition within a specified time period following final plat approval.

~~bb. Land Study - A sketch preparatory to the preliminary plat or final plat, to enable the property owner to save time and expense in reaching general agreement with the Commission as to the form of the plat and the objectives of these regulations.~~

cc. Lot - A tract, plot or portion of a subdivision, addition or other parcel of land intended as a unit for the purpose, whether immediate or future, of transfer of ownership, or possession or for building development.

dd. Lot of Record - A lot created prior to February 1, 1961, which is the date of first enactment of subdivision regulations for the City of Plano.

ee. Major Plat - All plats not classified as minor plats, including but not limited to subdivisions of more than four (4) lots, or any plat requiring creation of any new street or extension of the city's facilities.

ff. Minor Plat - A subdivision resulting in four or fewer lots and not requiring the creation of any new street or the extension of municipal facilities.

gg. Municipal Facility - An improvement owned and maintained by the city.

hh. Offsite Improvement - Any public improvement located outside the physical boundaries of the subdivision or addition to be platted.

- ii. Perimeter Street - Any existing or planned street which abuts the subdivision or addition to be platted.
- jj. Plat - The plan or map for the subdivision or addition to be filed for record in the County where such subdivision or addition is located.
- kk. Platting - The act of preparing for approval and processing, pursuant to these regulations, the plan or map for the subdivision or addition to be filed for record in the County where such subdivision or addition is located.
- ll. Preliminary Plat - The preliminary drawing or drawings, described in these regulations, indicating the proposed manner or layout of the subdivision or addition to be submitted to the Commission for approval.
- mm. Private Streets & Alleys - A private vehicular access way shared by and serving two or more lots, which is not dedicated to the public and is not publicly maintained. Private streets and alleys may be established only under the terms of this article. The term private street shall be inclusive of alleys.
- nn. Property Owner - Any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land comprising the subdivision or addition, or any representative or agent thereto, who has express written authority to act on behalf of such owner.
- oo. Public Improvement - Any drainage way, roadway, parkway, sidewalk, utility, pedestrian way, off-street parking area, lot improvement, open space, or other facility for which the city or other governmental entity will ultimately assume the responsibility for maintenance and operation, or which may affect an improvement for which local government responsibility is established.
- pp. Public Way - An officially approved, privately maintained drive, constructed to city street standards, open to unrestricted and irrevocable public access, serving two or more lots with a minimum of 100 feet of frontage as their primary means of access.
- qq. Remainder - The residual land left after platting of a portion of a tract. Platting of a residual may in some instances be required under the provisions of this ordinance.
- rr. Replatting - Any change in a map of an approved or recorded plat, except as permitted as an amended plat, that affects any street layout on the map or area reserved or dedicated thereon for public use or any lot line, or that affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivisions or additions. Replatting includes the combination of lots into a single lot for purposes of development.

- ss. Resubdivision - The replatting of a subdivision plat.
- tt. Right-of-Way - A parcel of land occupied or intended to be occupied by a street or alley. Where appropriate right-of-way may include other facilities and utilities, such as sidewalks, railroad crossings, electrical, communication, oil or gas, water or sanitary or storm sewer facilities, or for any other special use. The use of right-of-way shall also include parkways and medians outside of pavement. The usage of the term "right-of-way" for land platting purposes shall mean that every right-of-way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels.
- uu. Storm Water Controls - Storm water control is a storm water conservation area or other nonstructural or structural control per Section 3.1700 (Storm Water Management) of the Zoning Ordinance.
- vv. Security - The letter of credit or cash escrow provided by the applicant to secure its promises in the improvement agreement.
- ww. Subdivider - Any person who (1) having an interest in land causes it, directly or indirectly, to be divided into a subdivision or platted as an addition or who (2) directly or indirectly, sells, leases, or develops, or offers to sell, lease, or develop, or advertises to sell, lease, or develop, any interest, lot, parcel site, unit, or plat in a subdivision or addition, or, who (3) engages directly or through an agent in the business of selling, leasing, developing, or offering for sale, lease, or development a subdivision or addition or any interest, lot, parcel site, unit or plat in a subdivision or addition, and who (4) is directly or indirectly controlled by, or under direct or indirect common control with any of the foregoing.
- xx. Subdivision - The division of any tract or parcel of land into two or more lots for the purpose, whether immediate or future, of offer, sale, or lease or for the purpose of development. Subdivision includes the division or development of residentially and nonresidentially zoned land, whether by deed, metes and bounds description, devise, intestacy, lease, map, plat or other recorded instrument. Subdivision also includes resubdivision. Subdivision also refers to the land to be so divided, as the context may indicate. Certain types of subdivision do not require approval by the City of Plano under the terms of Section 1.5 (b) of these regulations.
- yy. Substandard Street - An existing street, or highway that does not meet the minimum specifications in the Thoroughfare Standards Ordinance and city Construction Standards and Specifications, or if a State Highway or FM Highway does not meet the minimum Standard Specifications of the State Department of Highways and Public Transportation and is not constructed to

the ultimate extent for the type of roadway it is designated for in the major thoroughfare plan. A standard street is a street or highway that meets or exceeds said standard specifications and major thoroughfare plan.

- zz. Temporary Improvement - Improvements built and maintained by an owner during construction of the development of the subdivision or addition and prior to release of the performance bond or improvements required for the short term use of the property.

## ARTICLE III. PLATTING PROCEDURES

### 3.1 General

- a. Classification of Subdivisions and Additions - Before any land is platted, the property owner shall apply for and secure approval of the proposed subdivision plat or addition plat in accordance with the following procedures, unless otherwise provided by these regulations. Subdivisions are classified as major or minor depending on the number of lots proposed and the extent of public improvements required.
1. Minor subdivisions shall create no more than four lots and do not require the creation of a new street or the extension of municipal facilities. Minor subdivisions may be approved for residential and nonresidential properties. Conveyance plats may be approved under the procedure for minor subdivisions provided that they establish no more than four lots and do not create a new street or extend municipal facilities. Minor plat approval requires the submission of a final plat as described under Section 3.6, or the submission of a conveyance plat as described under Section 3.7. The Director of Planning may approve minor plats or refer them to the Planning & Zoning Commission for their action.
  2. Major subdivisions involve the creation of new streets, the extension of municipal facilities or the creation of more than four lots. Major subdivisions may be approved for residential and nonresidential properties. Conveyance plats are considered major subdivisions if they create more than four lots or involve the creation of new streets or the extension of municipal facilities. The procedure for approving a major plat typically requires ~~three~~ two steps: ~~land study, preliminary plat, and final plat. Land studies require approval by the Planning & Zoning Commission. The land study requirement may be omitted if the subdivision creates no more than one new street and the Director of Planning determines that sufficient information exist to begin preparation of a preliminary plat. A concept plan or preliminary site plan that contains sufficient information to provide for the proper coordination of the development may be required.~~ for nonresidential property

Except as otherwise permitted, the Planning & Zoning Commission's approval of a preliminary plat is required prior to the construction of public improvements to the property. The preliminary plat and the associated engineering plans for the property may be amended during construction, with only major changes requiring reapproval by the Planning & Zoning Commission.

Upon completion of the required public improvements, or the provision of a subdivision improvement agreement described under Article IV, the owner may submit a corrected final plat for the subdivision. Lots may be sold and building permits obtained after approval of the plat by the Planning & Zoning

Commission, and filing of the signed plat. The preliminary plat process may be omitted if the owner enters into a subdivision improvement agreement with the city and provides sufficient surety for all proposed public improvements. If the preliminary plat process is omitted, engineering plans must be submitted in conjunction with the final plat.

- b. Official Submission Date for Items Requiring Planning & Zoning Commission and Staff Approval - For the purpose of these regulations, the date on which the application is first filed shall constitute the official submission date for the plat, after which the statutory period required for approval or disapproval of the plat shall commence to run. The Planning Department shall publish at least 30 days prior to the beginning of each year a calendar of official submittal dates. This calendar shall specify two submittal dates for each month. All applications delivered to the city on a date other than a scheduled date shall be dated received on the next official submittal date.
- c. Approval Criteria - Applications for the approval of studies and plats as defined by this ordinance shall be evaluated for compliance with these regulations and the requirements contained in the city's standard specifications manual and other such design manuals that are incorporated herein by reference. The determination of infrastructure needs and capacity and the delineation of floodplain or other limitations on development will be done only during the review and approval of either a preliminary or final plat complete with required engineering plans and studies. The approval of any study or plat other than a preliminary plat does not certify the availability or capacity of infrastructure or that the property is suitable for development.
- d. Statutory Compliance Procedure - The Director shall place the application on a scheduled meeting of the Commission prior to the expiration of thirty (30) days following the official submission date. The Commission shall approve or disapprove the application, or identify requirements which must be satisfied prior to approval of the application, at the meeting. If the Commission fails to approve or disapprove (disapproval includes the identification of requirements to be satisfied prior to approval) an application within 30 days of the official submission date, the application shall be deemed approved. However, the identification of requirements by the Commission, (at a scheduled meeting of the Commission prior to thirty (30) days following the official submission date) which remain to be satisfied prior to plat approval, shall constitute disapproval of the application for purposes of statutory compliance only. Unless the Commission unconditionally disapproves the plat application within such period, the city shall continue to process the application for compliance with these regulations. The Commission may not table a ~~land study~~, preliminary plat, final plat, and conveyance plat, but may request the applicant to withdraw.

These items must be withdrawn by the applicant if the applicant is not ready to proceed. The applicant may resubmit the project with no additional fees if it is rescheduled within 60 days of the date of withdrawal. The Commission shall consider the application within 30 days.

- e. Fees, Application Forms, and Procedures - City Council shall establish a schedule of fees as required to recoup costs related to the administration of this ordinance. The Director may establish procedures, forms and standards with regard to the content, format and number of copies of information constituting an application for a ~~land study~~, preliminary plat, conveyance plat, replat, vacation of plat or final plat.
- f. Extraterritorial Jurisdiction - Land in the city's extraterritorial jurisdiction is subject to platting, as provided by law, except that the Planning & Zoning Commission may rule that platting is not required in some instances. The approval of a ~~land study or~~ plat for land within the extraterritorial jurisdiction does not constitute approval of land use. Properties incorporated subsequent to platting are subject to the city's zoning authority.

### 3.2 Land Study

- a. Purpose ~~The purpose of the land study is to review and approve a general plan for the development of property including the layout of streets, lots, open space, sites for public facilities and utilities.~~
- b. Applicability ~~A land study shall be required as a condition precedent to approval of any application for a major plat, except where the Director of Planning determines:~~
  - 1. ~~The subdivision will result in no more than one new street and sufficient information exists to begin preparation of a preliminary plat, or~~
  - 2. ~~A concept plan, preliminary site plan or final site plan for the property provides sufficient information for the preparation of a preliminary plat.~~
- c. Phasing of Development ~~The Commission may permit a land study for a major plat to be divided into two or more phases, as indicated on the land study, provided each phase satisfies the requirements of this ordinance. In considering phasing of a land study, the Commission may approve certain conditions as it deems necessary to assure the orderly development of the platted land. Such conditions may include but are not limited to temporary street and alley extensions, temporary cul-de-sacs, and offsite utility extensions.~~

d. ~~Application Procedure and Requirements~~

- ~~1. Pre-application Conference~~ Before preparing the land study, the applicant shall schedule an appointment and meet with the staff of the Planning and Engineering Departments. The purposes of the pre-application conference are to review the proposed development with regard to storm water quality and quantity goals of Plano's TPDES permit; to review the requirements as to general layout of streets and/or reservations of land, street improvements, drainage, sewerage, fire protection, and similar matters, as well as the availability of existing services; and to discuss application procedures and submittal requirements.
- ~~2. General Application Requirements~~ Prior to platting of the land and after meeting with the Director, the property owner shall file an application for approval of a land study with the Commission. The application and study shall meet the following minimum requirements:
  - ~~(a) The application shall include all contiguous holdings of the property owner with an indication of the portion which is proposed to be developed or offered, sold or leased, accompanied by an affidavit of ownership, which includes an address and telephone number of an agent who shall be authorized to receive all notices required by these regulations.~~
  - ~~(b) The study shall be drawn to scale of 1" = 200' or larger.~~
  - ~~(c) The lower right hand corner of the study shall contain a title block clearly showing the proposed name of the subdivision or addition, the name and address of the Owner and the Engineer or Surveyor responsible for the designer survey, the scale of the drawing, the date the drawing was prepared, and the location of the tract according to the abstract and survey records of Collin County or Denton County, Texas.~~
  - ~~(d) The study shall clearly show the limits of the tract and scale distances. True north shall be clearly indicated and shall be to the top or left of the study.~~
  - ~~(e) The study shall show the names of adjacent subdivisions or additions or the name of record owners of adjoining parcels of unplatted land.~~
  - ~~(f) The study shall contain the existing zoning on adjoining land, the location, width, and names of all existing or platted streets or other public ways within or adjacent to the tract, existing permanent buildings, railroad rights-of-way, and topography with existing drainage channels or creeks, and other important features such as tree groupings, vegetation, political subdivisions or corporate limits and school district boundaries.~~

~~(g) The study shall show the layout, names and width of proposed thoroughfares, collector streets, and intersections, and shall show a general configuration of proposed streets and alleys.~~

~~(h) The study shall show a general arrangement of land uses, including but not limited to park and school sites, municipal facilities, private open space, floodplains and drainage ways, phasing plan, and proposed nonresidential and residential uses and densities.~~

~~3. Additional Requirements Prerequisite to Preliminary Plat Approval – Except as permitted under Section 3.2(b), prior to the submittal of a preliminary plat, the applicant shall submit for approval a land study, at a scale of 1" = 100' or larger, depicting all information required by Subsection 3.2(d)(2), and the following additional items:~~

~~(a) The layout, names, and width of proposed streets, alleys, and easements.~~

~~(b) Layout, numbers, and approximate dimensions of proposed lots and all building lines.~~

~~(c) The location of proposed screening walls and/or other forms of screening shall be clearly indicated.~~

~~(d) Existing contours of the tract in intervals of two feet or less, referred to sea level datum.~~

~~(e) Existing sewers, water mains, culverts, or other underground structures within the tract and immediately adjacent thereto with pipe sizes and locations included.~~

~~(f) Proposed water, sanitary sewer and storm sewer pipe lines with culverts, bridges, and other appurtenances or structures shown.~~

~~(g) Storm water retention or detention basins as required.~~

~~(h) Erosion mitigation of lots or roads next to creeks and drainage ways according to the Streambank Stabilization Manual, available from the Engineering Department.~~

~~(i) General tree survey information.~~

~~4. Standards for Approval – No land study shall be approved by the Commission for a plat which is intended for development unless it conforms to the Comprehensive Plan and the development ordinances of the city.~~

5. ~~Approval Procedure~~ - After review of the land study, the report and recommendations of the Director and the exhibits submitted at a scheduled meeting, the Commission shall approve, conditionally approve or disapprove the land study. One (1) copy of the proposed land study shall be returned to the owner with the date of approval or disapproval and the reasons therefore accompanying the copy. If the Commission disapproves the proposed land study, the applicant may execute an appeal in the manner prescribed in Section 3.8.
6. ~~Effect of Approval~~ - Approval of the land study in conformance to Sections 3.2(d)(3) and 3.2(d)(5) by the Commission constitutes authorization by the city for the property owner to submit application for approval of a preliminary plat subject to compliance with any conditions attached to approval of the land study. The approval of any study or plat other than a preliminary plat does not certify the availability or capacity of infrastructure or that the property is suitable for development. The determination of infrastructure needs and capacity and the delineation of floodplain or other limitations on development will be done only during the review and approval of either a preliminary or final plat complete with required engineering plans and studies.
7. ~~Lapse of Land Study Approval~~ - The approval of any phase or phases of a land study, which is intended for development, shall automatically expire unless such phase or phases have been submitted and approved by the Commission as a preliminary plat within two (2) years of the date of approval of such land study. (See Section 3.5 concerning reinstatement of lapsed plans.)

### 3.32 Preliminary Plat

- a. Purpose - The purpose of the preliminary plat is to allow the Commission and/or the City Council to evaluate the proposed plat for conformity with requirements and conditions identified at the time of land study concept plan, preliminary site plan, or conveyance plat approval and to evaluate construction plans for public improvements or to provide adequate security for construction of the same.
- b. Applicability - A preliminary plat is required for all major subdivisions prior to the construction of public improvements, except as permitted under Section 3.2(b). If a preliminary plat is omitted, a final plat shall be required in conformance to Section 3.6.
- c. Application Procedure and Requirements - On forms approved by the city, the applicant shall file for approval of a preliminary plat, which conforms substantially with the ~~land study or alternate plan as permitted under Section~~

3.2(b) concept plan, preliminary site plan, or conveyance plat submitted by the applicant. The plat shall be prepared by or under the supervision of a registered public surveyor in the State of Texas and shall bear his seal, signature and date on each sheet. The payment of all applicable fees shall be required at the time of submission.

1. Pre-Application Conference - Before preparing the ~~land study~~preliminary plat, the applicant shall schedule an appointment and meet with the staff of the Planning and Engineering Departments. The purposes of the pre-application conference are to review the proposed development with regard to storm water quality and quantity goals of Plano's TPDES permit; to discuss the procedures for approval of the plat and the requirements as to general layout of streets and/or reservations of land, street improvements, drainage, sewerage, fire protection, and similar matters, as well as the availability of existing services; and to discuss application procedures and submittal requirements.
2. General Application Requirement - Copies of the proposed preliminary plat shall be at a scale of 1" = 100' or larger and in a form substantially as follows:
  - (a) The boundary lines with accurate distances and bearings and the exact location and width of all existing or recorded streets intersecting the boundary of the tract.
  - (b) True bearings and distances to the nearest established street lines, which shall be accurately described on the plat.
  - (c) Specific tree survey and tree preservation information.
  - (d) The exact layout including:
    - i. Proposed street names - Street names must be submitted to the Planning Department for approval in accordance with the city's guidelines for the naming of streets. Surnames or names of corporations may not be used as street names. The Planning Department will maintain an index of street names which will contain these guidelines. Street names and subdivision names are fixed at the time of approval of the preliminary plat. A fee, in accordance with the Code of Ordinance, will be charged to change street names and subdivision names after approval of the preliminary plat.
    - ii. The length of all arcs, radii, internal angles, points of curvature, length, and bearings of the tangents.

- iii. All easements for rights-of-way provided for public services or utilities and any limitations of the easements.
  - iv. All lot numbers and lines with accurate dimensions in feet and hundredths of feet and with bearings and angles to street and alley lines.
  - v. The location of the centerline of creeks or drainage ways should be tied with accurate dimensions in feet and hundredths of feet with bearings and angles. No unplatted remainder will be allowed between property boundaries and centerlines of creeks.
- (e) The accurate location, material, and size of all monuments approved by the City Engineer. Horizontal and vertical control data shall be established for a minimum of two (2) corners of the subdivision or addition. One inch iron rods shall be set at all block corners, angle points, points of corners, and points of tangents. One-half inch iron rods shall be set at all other lot corners.
  - (f) The accurate outline of all property which is offered for dedication for public use with the purpose indicated thereon, and of all property that may be reserved by deed covenant for the common use of the property owners in the subdivision or addition.
  - (g) Building setback lines for residential properties.
  - (h) Special restrictions including, but not limited to, drainage and floodway, fire lanes, and screening.
  - (i) Proposed name of the subdivision or addition.
  - (j) Name and address of the property owner.
  - (k) North point, scale, and date.
  - (l) Boundary survey closure and area calculations.
  - (m) Additional documents necessary for dedication or conveyance of easements or rights-of-way, as required by the city. The city may, in some instances, require the conveyance of fee simple title for certain rights-of-way.
  - (n) Entry easements to allow city inspectors to enter the property being platted for the purpose of inspecting the construction of the public improvements.

3. Standards for Approval - No preliminary plat shall be approved by the Commission or by the Council unless the following standards have been met:
  - (a) The plat substantially conforms with the approved ~~land study~~concept plan, preliminary site plan, conveyance plat or other study as provided in Section 3.2(b).
  - (b) The construction plans have been reviewed by the City Engineer.
  - (c) Provision for installation and dedication of public improvements has been made.
  - (d) The plat conforms to applicable zoning and other regulations.
  - (e) The plat meets all other requirements of these regulations.
4. Timing of Public Improvements -
  - (a) The Commission may require that all public improvements be installed, offered for dedication, and ready for acceptance by the city prior to the signing of the final plat by the Chairman of the Commission.

The Commission may permit or require the deferral of the construction of public improvements if in its judgment, deferring the construction would not result in any harm to the public, or offer significant advantage in coordinating the site's development with adjacent properties and offsite public improvements. Any required public improvement(s) approved for deferred construction must be provided for as required in Article IV prior to the approval of the final plat. (See Section 4.4)
  - (b) If the Commission does not require that all public improvements be installed, offered for dedication and accepted by the city prior to signing of the final plat by the Chairman, it shall require that the applicant execute an improvement agreement and provide security for the agreement as provided in Section 4.1(b).
  - (c) This procedure shall also apply to the approval of a final plat if the preliminary plat is omitted.
5. Approval Procedure - After review of the preliminary plat, the report and recommendations of the Director concerning the ~~land study~~preliminary plat and the application, the report and recommendation of the City Engineer on

the construction plans, and any exhibits submitted at a public meeting, the applicant shall be advised of any required changes and/or additions. The Commission shall approve or disapprove the preliminary plat. One (1) copy of the proposed preliminary plat shall be returned to the owner with the date of approval, conditional approval or disapproval and the reasons therefore accompanying the plat. If the Commission disapproves the proposed preliminary plat, the applicant may execute an appeal in the manner prescribed in Section 3.9.

6. Effect of Approval - Approval of a preliminary plat by the Commission constitutes authorization for the City Engineer to release construction plans subject to his final approval and for the City Engineer to authorize for the property owner to commence grading of the site and construction of such public improvements as are required by the Commission. Approval of a preliminary plat also authorizes the property owner, upon fulfillment of all requirements and conditions of approval, to submit for approval an application for final plat approval. Upon release of the construction plans, the City Engineer may, upon request of the applicant, issue a certificate indicating the construction plans have been released and construction of the improvement is thereafter authorized. Additional certificates may be issued by the City Engineer authorizing the construction of private utilities on a phased schedule. The certificate shall read as follows:

"The preliminary plat for (insert name of the subdivision or addition) as approved by the City of Plano Planning & Zoning Commission on (insert date of approval) is authorized for use with engineering plans for the construction of public improvements as approved by the City Engineer. A final plat shall be approved by the Planning & Zoning Commission upon the completion of all public improvements or the provision of a subdivision improvement agreement under the terms of the Subdivision Ordinance and submission of a final plat in compliance with Section 3.6 of the Subdivision Ordinance of the City of Plano.

Zoning regulations that affect exterior appearance of a single-family house or the landscaping of a single-family lot and that are adopted after approval of a preliminary plat for a single-family residential development, shall not apply for a period of two years from the latter of the date of plat approval or the date of the acceptance of public improvements related to the plat."

7. Lapse of Preliminary Plat Approval - The approval of a preliminary plat shall be effective for a period of two (2) years from the date that the preliminary plat is approved by the Commission or the Council, at the end of which time the applicant must have submitted and received approval for a final plat. If a final plat is not submitted and approved within two (2) years, the preliminary plat approval shall be null and void, and the applicant shall be required to submit a new plat for ~~land study review~~ subject to the then

existing zoning restrictions and subdivision regulations. (See Section 3.5 concerning extensions and reinstatement of approval.)

d. Construction Plan Procedure and Requirements -

1. General Application Requirement - Construction plans shall be prepared by or under the supervision of a professional engineer or architect registered in the State of Texas as required by state law governing such professions. Plans submitted for review by the city shall be dated and bear the responsible engineer's or architect's name, serial number and the designation of "engineer," "professional engineer," or "P.E." or "architect" and an appropriate stamp or statement near the engineer's or architect's identification, stating that the documents are for preliminary review and are not intended for construction. Final plans acceptable to the city shall bear the seal and signature of the engineer or architect and the date signed on all sheets of the plans. Public works construction in streets, alleys or easements which will be maintained by the city shall be designed by a professional engineer registered in the State of Texas.
2. Construction Plan Review Procedure - Copies of the construction plans, and the required number of copies of the plat shall be submitted to the City Engineer for final approval. The plans shall contain all necessary information for construction of the project, including screening walls and other special features. All materials specified shall conform to the Standard Specifications and Standard Details of the city. Each sheet of the plans shall contain a title block including space for the notation of revisions. This space is to be completed with each revision to the plan sheet and shall clearly note the nature of the revision and the date the revision was made. The City Engineer will release the plans for construction, after approval of the preliminary plat by the Commission and payment of all inspection fees. Upon such release, each Contractor shall maintain one set of plans, stamped with city release, on the project at all times during construction. This procedure shall also apply to approval of a final plat, if a preliminary plat is omitted. (Also see Sections 4.2 and 4.3)
3. Failure to Commence Construction - If construction has not commenced within one (1) year after approval of the plans, resubmittal of plans may be required by the City Engineer for meeting current standards and engineering requirements. "Construction" shall mean installation of city maintained public improvements.

**3.43 Amendments to ~~Land Study or Preliminary Plat~~**

- a. At any time following the approval of a ~~land study or preliminary plat~~, and before the lapse of such approval, a property owner may request an amendment. The rerouting of streets, addition or deletion of alleys, or addition

or deletion of more than 10% of the approved number of lots shall be considered a major amendment. The adjustment of street and alley alignments, lengths, and paving details; the addition or deletion of lots within 10% of the approved number and the adjustment of lot lines shall be considered minor amendments.

- b. The Director may approve or disapprove a minor amendment. Disapproval may be appealed to the Commission under the terms of Section 3.1. Major amendments may be approved by the Commission at a public meeting in accordance with the same requirements for the approval of a ~~land study or~~ preliminary plat.
- c. Approval - The Commission shall approve, conditionally approve or disapprove any proposed major amendment and may make any modifications in the terms and conditions of preliminary plat approval reasonably related to the proposed amendment.
- d. Retaining Previous Approval - If the applicant is unwilling to accept the proposed amendment under the terms and conditions required by the Commission, the applicant may withdraw the proposed major amendment or appeal the action of the Commission to the City Council in accordance with Section 3.8.

### **3.54 Extension and Reinstatement Procedure**

- a. Sixty days prior to or following the lapse of approval for a ~~land study,~~ preliminary plat, conveyance plat, or final plat as provided in these regulations, the property owner may petition the Commission to extend or reinstate the approval. Such petition shall be considered at a public meeting of the Commission.
- b. In determining whether to grant such requests, the Commission shall take into account the reasons for the lapse, the ability of the property owner to comply with any conditions attached to the original approval and the extent to which newly adopted subdivision regulations shall apply to the plat or study. The Commission shall extend or reinstate the plat or study, or deny the request, in which instance the property owner must submit a new application for approval.
- c. The Commission may extend or reinstate the approval subject to additional conditions based upon newly enacted regulations or such as are necessary to assure compliance with the original conditions of approval. The Commission may also specify a shorter time for lapse of the extended or reinstated plat or study than is applicable to original approvals.
- d. The approval of a preliminary plat for a ~~portion or phase of a land study,~~ or the approval of a final plat for a portion or phase of a preliminary plat, shall not

automatically affect the expiration of approval of the ~~land study or preliminary plat~~ as it pertains to the balance of the property. Extensions and reinstatement of a ~~land study, preliminary plat, conveyance plat, or final plat~~ may be approved under the provisions of this section.

### **3.65 Final Subdivision Plat**

- a. Purpose - The purpose of a final plat is to record the subdivision of property including the accurate description of blocks, rights-of-way, easements, building lines and street names.
- b. Applicability - A final plat shall be required for subdivisions of property and the recording of single lots in accordance with Section 1.5.
- c. Application Procedure and Requirements - A final plat for minor subdivisions may be approved by the Director. A final plat for a major subdivision shall require approval by the Planning & Zoning Commission. Final plats shall comply to the preliminary plat where applicable. The application shall be accompanied by the following:
  1. Copies of the proposed final plat bearing all information specified in Section 3.3(c)1. and the following language:

"Notice: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits."
  2. Formal irrevocable offers of dedication to the public of all streets, local government uses, utilities, parks, and easements, in a form approved by the City Attorney. The plat shall be marked with a notation indicating the formal offers of dedication.
  3. The improvement agreement and security, if required, in a form satisfactory to the City Attorney and in an amount established by the Commission upon recommendation of the City Engineer and shall include a provision that the property owner shall comply with all the terms of the final plat approval as determined by the Commission.
  4. A recording fee in an amount as set by the County Clerk.
  5. As-built construction plans, where applicable.
  6. Accurate ties to the abstract and survey corners as required by Texas Surveying law and the amount of acreage in each abstract shown.

7. Certification by a Registered Public Surveyor to the effect that the plat represents a survey made by him and that all the monuments shown thereon actually exist, and that their location, size, and material description are correctly shown, and that the survey correctly shows the location of all visible easements and rights-of-way and all rights-of-way, easements and other matters of record affecting the property being platted.
- d. Standards for Approval - No final plat shall be approved by the Director, the Commission or the Council unless the following standards have been met:
    1. The plat substantially conforms to the preliminary plat.
    2. Required public improvements have been constructed and are ready to be accepted, and/or an improvement agreement has been accepted by the city providing for the subsequent completion of improvements.
    3. The plat conforms to applicable zoning and other regulations.
    4. Provision has been made for adequate public facilities under the terms of this ordinance.
    5. The plat meets all other requirements of this ordinance.
  - e. Approval Procedure - After review of the final plat, the Director shall place the final plat for consideration on the agenda of a public meeting of the Commission. Minor plats may be approved by the Director or referred to the Commission in accordance with Section 1.4(b). In the event of disapproval, reasons for disapproval shall be stated. One copy of the final subdivision plat shall be returned to the applicant with the date of approval, conditional approval or disapproval noted on the final plat, and, if the final plat is disapproved, the reasons for disapproval accompanying the final plat.
  - f. Appeals - If the Commission disapproves the final plat, the applicant may appeal to the Council in the manner prescribed in Section 3.8.
  - g. Certificate of Compliance - Upon final approval of a final plat required by these regulations, the Commission shall issue to the person applying for approval a certificate stating that the final plat has been approved by the Commission and/or the City Council. For purposes of this section, final approval shall not occur until all conditions of approval have been met.
  - h. Signing and Recording of Final Plat -
    1. When an improvement agreement and security are required, the Chairman of the Commission, or the Mayor, if approval has been granted by the Council, and the Director or City Engineer shall endorse approval on the

final plat after the agreement and security have been approved by the Commission, and all the conditions pertaining to the final plat have been satisfied.

2. When installation of public improvements is required prior to recordation of the final plat, the Chairman of the Commission or the Mayor, if the plat has been approved by the Council, and Director or City Engineer shall endorse approval on the final plat after all conditions of approval have been satisfied and all public improvements satisfactorily completed. There shall be written evidence that the required public improvements have been installed in a manner satisfactory to the city as shown by a certificate signed by the City Engineer stating that the necessary dedication of public lands and installation of public improvements has been accomplished. (See Section 4.3)
3. It shall be the responsibility of the City Engineer to file the final plat with the County Clerk. Simultaneously with the filing of the final plat, the City Engineer shall record such other agreements of dedication and legal documents as shall be required to be recorded by the City Attorney. The final plat, bearing all required signatures, shall be recorded after final approval and within ten working days of its receipt. One (1) copy of the recorded final plat, with street addresses assigned, will be forwarded to the property owner by the City Engineer.
  - i. Effect of Approval - Approval of a final plat shall certify compliance with the regulations of the City of Plano pertaining to the subdivision of land. An approved and signed final plat may be filed with the County as a record of the subdivision of land and may be used to reference lots and interests in property thereon defined for the purpose of conveyance and development as allowed by these regulations.
  - j. Lapse of Final Plat Approval - The approval of a final plat shall be effective for a period of six (6) months from the date that the final plat is approved by the Planning & Zoning Commission or the City Council, at the end of which time the applicant must have met the requirements for recording of the final plat with the County Clerk. If the applicant has not met the requirements for recording of the final plat with the County Clerk within six (6) months, the final plat approval shall be null and void, and the applicant shall be required to submit a new plat for review subject to the then existing zoning restrictions and subdivision regulations. No Certificate of Occupancy or Change of Occupancy permit will be allowed for the property until the applicant has met the requirements for filing of the final plat with the County Clerk. (See Section 3.5 concerning extensions and reinstatement of approval.)

### 3.76 Conveyance Plats

- a. Purpose - A conveyance plat may be used solely for the purpose of subdividing land and the recording of same, or recording a single existing lot or parcel created by other means. A conveyance plat may be used to convey the property or interests therein; however, a conveyance plat does not constitute approval for development of the property and is not intended for immediate development. A conveyance plat is an interim step in the subdivision and development of land.
- b. Applicability - Conveyance plats may be used in lieu of a final plat to record the subdivision of property in the following instances:
  1. To record the remainder of a tract larger than five acres created by the final platting of a portion of the property provided that the remainder is not intended for immediate development.
  2. To record the subdivision of property into parcels five acres or smaller in size that are not intended for immediate development, and where all public improvements exist prior to approval and minimum frontage requirements are met. All public rights-of-way must be dedicated and all abutting streets and utilities must be installed and accepted by the city. Installation of onsite improvements may be delayed if development of other tracts is not affected.
- c. Application Procedure and Requirements -
  1. Pre-Application Conference - Before preparing the ~~land study conveyance plat~~, the applicant shall schedule an appointment and meet with the staff of the Planning and Engineering Departments. The purposes of the pre-application conference are to review the proposed development with regard to storm water quality and quantity goals of Plano's TPDES permit; to discuss the procedures for approval of the plat and the requirements as to general layout of streets and or reservations of land, street improvements, drainage, sewerage, fire protection, and similar matters, as well as the availability of existing services; and to discuss application procedures and submittal requirements.
  2. Application Requirements - The property owner shall submit an application, together with other supporting documents and fees, to the Director by an official submittal date. A conveyance plat and associated documents shall include all information listed below:
    - (a) The boundary lines with accurate distances and bearings and the exact location and width of all existing or recorded streets intersecting the boundary of the tract.

- (b) True bearings and distances to the nearest established street lines or official monuments, which shall be accurately described on the plat; municipal, township, county, or section lines accurately tied to the lines of the subdivision or addition by distances and bearings.
- (c) The location of the subdivision or addition with reference to the abstract and survey records of the County.
- (d) The exact layout including:
  - i. Street names (if known or proposed).
  - ii. The length of all arcs, radii, internal angles, points of curvature, length, and bearings of the tangents.
  - iii. Easements and rights-of-way (see Section 3.7(c)(2) specifying their provision by dedication or reservation.
  - iv. All lot numbers and lines with accurate dimensions in feet and hundredths of feet and with bearings and angles to street and alley lines.
- (e) The accurate location, material, and approximate size of all monuments and corners, as provided in § 3.3(c)(1)(e).
- (f) The accurate outline of all property which is offered for dedication for public use with the purpose indicated thereon.
- (g) Proposed name of the subdivision or addition.
- (h) Name and address of the property owner.
- (i) North point, scale, and date.
- (j) Certification by a Registered Public Surveyor to the effect that the plat represents a survey made by him and that all the monuments shown thereon actually exist, and their location, size, and material description are correctly shown.
- (k) Additional certificates to properly dedicate easements or rights-of-way as may be necessary.
- (l) Boundary survey closure and area calculations.

- (m) Construction plans shall not be required except where street, utility and drainage improvements are proposed by the owner. Construction plans, easements, and dedications as appropriate shall be submitted concurrent with the conveyance plat or any subsequent replat. The construction plans, if any, shall be prepared by or under the supervision of a professional engineer registered in the State of Texas and shall bear his seal on each sheet.
- (n) A certificate of ownership and dedication of all street and alley rights-of-way to public use forever, signed and acknowledged before a Notary Public by the owner and lien holder of the land along with complete and accurate description of the land subdivided and the streets dedicated, where applicable, except as provided in Section 3.7(c)(2)b.
- (o) All conveyance plats must be titled "Conveyance Plat" and carry the following wording:

"A conveyance plat is a record of property approved by the city for the purpose of sale or conveyance in its entirety or interests thereon defined. No building permit shall be issued nor permanent public utility service provided until a final plat is approved, filed of record and public improvements accepted in accordance with the provisions of the Subdivision Ordinance of the City of Plano. Selling a portion of this property by metes and bounds, except as shown on an approved, filed and accepted conveyance plat, final plat or replat is a violation of the city Ordinance and State Law."

3. Standard for Approval -

- (a) Access - All tracts, parcels, lots or sites created by a conveyance plat shall have frontage and access to an existing or proposed public street defined on the Major Thoroughfare Plan or an existing standard street meeting city construction standards and accessing the existing city street system.
- (b) Reservation of Rights-of-Way - Conveyance plats must provide for the reservation of future rights-of-way of planned roadways. Right-of-way reservation acknowledges the future obligation to dedicate right-of-way for public thoroughfares and streets specified on the city's Major Thoroughfare Plan or approved ~~land study~~ concept plan. Reservation of right-of-way does not grant any right or interest in the property to the city or other entity. The final alignment may be adjusted upon final platting in order to meet engineering design standards.

- (c) Dedication of Rights-of-Way - Dedication of right-of-way shall be required where a conveyance plat is used to record the remainder of a tract created by the final platting of a portion of the property. The required right-of-way dedication shall be limited to that which is necessary to provide access to the property proposed for final plat approval and to complete turn lanes, intersections and transitions in road pavement width resulting from development of the property proposed for final plat approval.
4. Approval Procedure - A conveyance plat meeting all requirements of the city shall be placed on the consent agenda of the Commission. Conveyance plats shall be approved provided they comply with all appropriate ordinances and the Comprehensive Plan. The Commission must approve, conditionally approve or deny a conveyance plat no later than 30 days from the date of application. If denied, the Commission shall provide a written explanation of the reason for denial. If the Commission fails to approve or deny the application within 30 days of the official submission date, the conveyance plat shall be deemed approved. A conveyance plat qualifying as a minor plat shall be reviewed and acted upon by the Director of Planning in accordance with Section 3.1(c).
5. Signing and Filing -
- (a) After the approval of the conveyance plat by the Commission, and the correction of the conveyance plat as required by the Commission, the property owner or his engineer shall submit filing fees and the required number of copies for filing to the City Engineer for filing with the County. Having submitted all copies and fees, the owner may request a delay of filing for up to six months from the date of approval. Any conveyance plat which has not been filed with the County within six months of the date of approval shall be void. Prior to filing with the County the property owner may withdraw and void a conveyance plat. Any conveyance plat withdrawn and/or voided, must be resubmitted under current regulations and procedures and reapproved by the Commission and filed with the County. Prior to filing, the Chairman of the Commission or the Director shall endorse approval of the conveyance plat. One (1) copy of the recorded conveyance plat will be forwarded to the property owner by the City Engineer.
- (b) No final plat processed and approved in association with a conveyance plat shall be filed without the concurrent filing of the associated approved conveyance plat.

6. Effect -

- (a) Conveyance plat approval and acceptance by the city does not relieve the owner from obligations, including fees, required by other sections of this or other ordinances of the city pertaining to the improvement of the property or extension of services as required to make the property suitable for development.
- (b) Neither reservation nor dedication of right-of-way shall relieve the property owner from obligations for street construction or assessments associated with public street improvement programs. Easements for access, utilities and drainage may be recorded on conveyance plats.
- (c) Final Platting Requirements
  - i. No building permits shall be issued nor permanent utility service provided for land which has only received approval as a conveyance plat. Notwithstanding the above, the Director may authorize temporary building permits, temporary occupancy permits, and temporary utility service.
  - ii. A conveyance plat may be superseded by a preliminary plat or final plat in total or in part through compliance with the procedures and requirements of this ordinance.

**3.87 Development Plat**

- a. This section applies to the platting and development of any single parcel greater than five acres or the subdivision and development of any property into parts, each part being greater than five acres. The term "development" means the new construction or the enlargement of any exterior dimension of any building, structure, or improvement. The term "improvement" shall include the construction of a utility, road, parking, or drainage system. The term shall also apply to the grading of land or clearance of trees, except as may be permitted for valid agricultural use of the property.
- b. Before preparing the ~~land study~~ development plat, the applicant shall schedule an appointment and meet with the staff of the Planning and Engineering Departments. The purposes of the pre-application conference are to review the proposed development with regard to storm water quality and quantity goals of Plano's TPDES permit; to discuss the procedures for approval of the plat and the requirements as to general layout of streets and/or reservations of land, street improvements, drainage, sewerage, fire protection, and similar matters, as well as the availability of existing services; and to discuss application procedures and submittal requirements.

- c. A development plat must be prepared by a registered professional land surveyor as a boundary survey showing:
  - 1. Each existing or proposed building, structure or improvement or proposed modification of the external configuration of the building, structure or improvement;
  - 2. Each easement and right-of-way within or abutting the boundary of the surveyed property; and
  - 3. The dimensions of each street, sidewalk, alley, square, park, or other part of property intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the street, sidewalk, alley, square, park, or other part; and
  - 4. Any additional information as required by this ordinance to apply for the approval of a plat
- d. The requirements and standards for design, reservation, construction, completion, maintenance, cost participation and escrow for public improvements applying to the approval of a plat shall also apply to a development plat.
- e. Development plats shall be processed under the same procedures and are subject to the same fees as apply to a plat.
- f. A development plat shall be approved if it conforms to the following standards:
  - 1. The general plans, rules, and ordinances of the city concerning its current and future streets, sidewalks, alleys, parks, playgrounds, and public utility facilities; and
  - 2. The general plans, rules, and ordinances for the extension of the city or the extension, improvement, or widening of its roads, streets, and public highways within the municipality and in its extraterritorial jurisdiction, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities.
- g. New development may not begin on the property until the development plat is filed with and approved by the city. Approved development plats and other agreements of dedication and legal documents as required shall be recorded with the County Clerk by the City Engineer.

- h. With the written request of the developer, the city shall accept the submittal of a plat authorized by Chapter 212, Subchapter A of the Texas Local Government Code in lieu of a development plat. The procedures and standards for plat application and approval contained within this ordinance shall apply.

### **3.98 Appeals to Council**

The applicant, Director, or two members of City Council may appeal the decision of the Commission with regard to a ~~land study~~, preliminary plat, final plat, replat, conveyance plat or variance by filing a Notice of Appeal in the office of the Director, no later than ten (10) days after the date on which the Commission notifies the applicant of its decision. Such notification may take place by means of an oral ruling by the Commission at a public meeting. Written notice of any appeal shall be sent to the property owner. The Notice of Appeal shall set forth in clear and concise fashion the basis for the appeal. The Council shall consider the appeal at a public meeting no later than 45 days after the date on which the Notice of Appeal is filed. The Council may affirm, modify, or reverse the decision of the Commission and may, where appropriate, remand the plat, ~~land study~~, or variance request to the Commission for further proceedings consistent with Council's decision.

### **3.109 Dormant Projects**

- a. The following items will expire as of May 11, 2004:
  - 1. Any plat or land study approved prior to February 12, 1990 on which no progress has been made toward completion of the project.
  - 2. All final plats which have not been filed of record with the county approved between February 12, 1990 and the effective date of this ordinance amendment (September 8, 2003).
- b. All other plats and land studies expire according to the standards for lapse of approval as set out within the Subdivision Ordinance.

**ARTICLE IV. ASSURANCE FOR COMPLETION AND MAINTENANCE OF IMPROVEMENTS**

**4.1 Improvements and Subdivision Improvement Agreement**

- a. Completion of Improvements - Except as provided below, before the final plat is signed by the Chairman of the Commission or Director, all applicants shall be required to complete, in accordance with the city's decision and to the satisfaction of the City Engineer, all the street, sanitary, and other public improvements, as well as lot improvements on the individual residential lots of the subdivision or addition as required in these regulations, specified in the final plat, and as approved by the Commission, and to dedicate those public improvements to the city. As used in this Section, "lot improvements" refers to grading and installation of improvements required for proper drainage and prevention of soil erosion.
  
- b. Improvement Agreement and Guarantee -
  1. Agreement - The Commission, upon recommendation of the Director, may waive the requirement that the applicant complete and dedicate all public improvements prior to approval of the final plat, and may permit the property owner to enter into an improvement agreement by which the property owner covenants to complete all required public improvements no later than two (2) years following the date on which the final plat is signed. The Commission may also require the property owner to complete and dedicate some required public improvements prior to approval of the final plat and to enter into an improvement agreement for completion of the remainder of the required improvements during such two-year period. The improvement agreement shall contain such other terms and conditions as are agreed to by the property owner and the city. Nothing in this section shall nullify the city's obligation to participate in the construction of oversize facilities.
  
  2. Improvement Agreement Required for Oversize Reimbursement - The city shall require an improvement agreement pertaining to any public improvement for which the developer shall request reimbursement from the city for oversize costs as provided in Article V. The Planning & Zoning Commission shall authorize the approval of such agreement as meeting the requirements of the city, and the city shall not withhold approval as a means of avoiding compensation due under the terms of this ordinance. The City Engineer is authorized to sign an improvement agreement on behalf of the city.
  
  3. Security - Whenever the city permits a property owner to enter into an improvement agreement, it shall require the owner to provide sufficient security, covering the completion of the public improvements. The security

shall be in the form of cash escrow or, where authorized by the city, a letter of credit, or other security acceptable to the City Attorney, as security for the promises contained in the improvement agreement. In addition to all other security, for completion of those public improvements where the city participates in the cost, the owner shall provide a performance bond from the contractor, with the city as a co-obligee. Security shall be in an amount equal to one hundred percent (100%) of the estimated cost of completion of the required public improvements and lot improvements. The issuer of any surety bond and letter of credit shall be subject to the approval of the City Attorney.

4. Letter of Credit - If the Commission authorizes the property owner to post a letter of credit as security for its promises contained in the improvement agreement, the letter of credit shall:
  - (a) Be irrevocable.
  - (b) Be for a term sufficient to cover the completion, maintenance and warranty periods but in no event less than two (2) years.
  - (c) Require only that the city present the issuer with a sight draft and a certificate signed by an authorized representative of the city certifying to the city's right to draw funds under the letter of credit.
5. As portions of the public improvements are completed in accordance with the Standard Specifications and the engineering plans, the Developer may make application to the City Engineer or his designee to reduce the amount of the original letter of credit. If the City Engineer or his designee is satisfied that such portion of the improvements has been completed in accordance with city standards, he may (but is not required to) cause the amount of the letter of credit to be reduced by such amount that he deems appropriate, so that the remaining amount of the letter of credit adequately insures the completion of the remaining public improvements.
6. Upon the dedication of and acceptance by the city of all required public improvements, the city shall authorize a reduction in the security to 10% of the original amount of the security if the property owner is not in breach of the improvement agreement. The remaining security shall be security for the owner's covenant to maintain the required public improvements and the warrant that the improvements are free from defect for one year thereafter. If the required security for maintenance and warranty is provided by the contractors or by others, the city will release the entire amount of the developer security- as provided in Section 6.5.

- c. Temporary Improvements - The property owner shall build and pay for all costs of temporary improvements required by the Commission and shall maintain those temporary improvements for the period specified by the Commission. Prior to construction of any temporary facility or improvement, the owner shall file with the city a separate improvement agreement and escrow, or, where authorized, a letter of credit, in an appropriate amount for temporary facilities, which agreement and escrow or letter of credit shall ensure that the temporary facilities will be properly constructed, maintained, and removed.
- d. Government Units - Governmental units to which these contract and security provisions apply may file, in lieu of the contract and security, a certified resolution or ordinance from officers or agencies authorized to act in their behalf, agreeing to comply with the provisions of this Article.
- e. Failure to Complete Improvements - For plats for which no improvement agreement has been executed and no security has been posted, if the public improvements are not completed within the period specified by the city, the ~~land study or preliminary plat approval~~ shall be deemed to have expired. In those cases where an improvement agreement has been executed and security has been posted and required public improvements have not been installed within the terms of the agreement, the city may:
  - 1. Declare the agreement to be in default and require that all the public improvements be installed regardless of the extent of completion of the development at the time the agreement is declared to be in default;
  - 2. Suspend final plat approval until the public improvements are completed and record a document to that effect for the purpose of public notice;
  - 3. Obtain funds under the security and complete the public improvements itself or through a third party;
  - 4. Assign its right to receive funds under the security to any third party, including a subsequent owner of the subdivision or addition for which public improvements were not constructed, in whole or in part, in exchange for that subsequent owner's promise to complete the public improvements on the tract;
  - 5. Exercise any other rights available under the law.
- f. Acceptance of Dedication Offers - Acceptance of formal offers of dedication of street, public areas, easements, and parks shall be by authorization of the City Engineer. The approval by the Commission of a plat, whether ~~land study,~~ conveyance, preliminary or final shall not in of itself be deemed to constitute or

imply the acceptance by the city of any street, easement, or park shown on plat. The Commission may require the plat to be endorsed with appropriate notes to this effect.

- g. Maintenance and Guarantee of Public Improvements - The owner shall maintain all required public improvements for a period of one (1) year following the acceptance by the city and shall provide a warranty that all public improvements will be free from defect for a period of one (1) year following such acceptance by the city.

#### 4.2 Construction Procedures

- a. A permit is required from the Engineering Department prior to beginning any work in the city which affects erosion control, vegetation or tree removal, or a floodplain.
- b. Preconstruction Conference - The City Engineer may require that all contractors participating in the construction meet for a preconstruction conference to discuss the project prior to release of a grading permit and before any filling or removal of vegetation and trees larger than eight inch caliper.
- c. Conditions Prior to Authorization - Prior to authorizing release of a grading permit, the City Engineer shall be satisfied that the following conditions have been met:
  - 1. The preliminary plat shall be approved by the Commission.
  - 2. All required contract documents shall be completed and filed with the City Engineer.
  - 3. All necessary offsite easements or dedications required for city maintained facilities and not shown on the final plat must be conveyed solely to the city, with proper signatures affixed. The original of the documents, and filing fees as determined by the Engineering Department, shall be returned to the Engineering Department prior to approval and release of the engineering plans.
  - 4. All contractors participating in the construction shall be presented with a set of approved plans bearing the stamp of release of the Engineering Department. These plans shall remain on the job site at all times.
  - 5. A complete list of the contractors, their representatives on the site, and telephone numbers where a responsible party may be reached at all times must be submitted to the City Engineer.

6. All applicable fees must be paid to the city.

#### 4.3 Inspection of Public Improvements

- a. General Procedure - Construction inspection shall be supervised by the City Engineer. Construction shall be in accordance with the approved Plans, Standard Specifications and Standard Details of the City of Plano. Any change in design required during construction should be made by the Engineer whose seal and signature are shown on the plans. Another engineer may make revisions to the original engineering plans if so authorized by the owner of the plans and if those revisions are noted on the plans or documents. All revisions shall be approved by the City Engineer. If the City Engineer finds upon inspection that any of the required public improvements have not been constructed in accordance with the city's construction standards and specifications, the property owner shall be responsible for completing and/or correcting the public improvements.
- b. Certificate of Satisfactory Completion - The city will not accept dedication of required public improvements until the applicant's engineer or surveyor has certified to the City Engineer that all required public improvements have been completed through submission of a detailed "as-builts" of the property, indicating location, dimensions, materials, and other information required by the Commission or City Engineer. The "as-builts" shall show the following:
  1. All public improvements and any other improvements as shown on the approved engineering plans, including plat, site plan, paving, drainage, water, sanitary sewer, screening wall, landscape, and irrigation;
  2. Layout of the line and grade of all public improvements is in accordance with approved engineering plans for the plat;
  3. All changes made in the approved engineering plans during construction; and
  4. An "as-built stamp" on each sheet of the approved engineering plans bearing the signature of the Engineer and the date.

The applicant shall submit one set of "as-builts" in 24" x 36" black-line drawing format to the Engineering Inspector for review and approval. Upon approval, the applicant shall obtain the verified black-line drawings from the Engineering Inspector, and shall have the drawings processed in the following quantities and formats:

- (a) One set of original, 35mm silver negative, microfilmed aperture cards of the final "as-built" utility drawings only. Each card shall be 3 1/4" x 7 1/2", with the project name, description of the sheet and page number typed at the top of each aperture card; and
- (b) CD-ROM disk containing scanned images of 24" x 36" final "as-built" black-line drawings (with "as-built stamps" bearing the signature of the Engineer and the date.) The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-specking, de-shading, de-skewing, etc.) Each file shall be named in numeric order.

The applicant shall submit all final "as-builts" products (black-line drawings, microfilm and CD-ROM disk) to the Engineering Inspector. City staff will review the "as-built" products and shall accept them upon verification of their quality.

Acceptance of the development shall mean that the developer has transferred all rights to all the public improvements to the city for use and maintenance. The City Engineer may, at his decision, accept dedication of a portion of the required public improvements, if the remaining public improvements are not required for health and safety reasons and the owner has posted a performance bond, letter of credit or cash bond in the amount of 100% of the estimated cost of those remaining improvements for a length of time to be determined by the City Engineer. If the remaining public improvements are greater than \$10,000 and are not completed within the determined length of time, the city will impose a ten (10) percent penalty of the performance bond, letter of credit, or cash bond. The obligation to complete the improvements remains with the developer and all future building permits or certificates of occupancy will be withheld until the improvements are complete. If the remaining public improvements are less than \$10,000, the developer shall pay the actual dollar amount. The length of time may be extended due to inclement weather or unforeseen delays by mutual agreement between the developer and city.

Upon acceptance of the required public improvements, the City Engineer shall submit a certificate to the developer stating that all required public improvements have been satisfactorily completed.

#### **4.4 Deferral of Required Improvements**

- a. The Commission may, upon petition of the property owner and favorable recommendation of the Director and City Engineer, defer at the time of final approval, subject to appropriate conditions, the provision of any or all public improvements as, in its judgment, are not required in the interests of the public health, safety, and general welfare. (See Section 3.3 (c)(3).)
- b. Whenever a petition to defer the construction of any public improvement required under these regulations is granted by the Commission, the property owner shall deposit in escrow his share of the costs (in accordance with Article VI of this ordinance) of the future public improvements with the city prior to signing of the final plat, or the property owner may execute a separate improvement agreement secured by a cash escrow or, where authorized, a letter of credit guaranteeing completion of the deferred public improvements upon demand of the city.

#### **4.5 Issuance of Building Permits and Certificates of Occupancy**

- a. No building permit shall be issued for a lot or building site unless the lot or site has been officially recorded by a final plat approved by the City of Plano and all public improvements as required for final plat approval have been completed, except as permitted below.
  1. Building permits may be issued for nonresidential and multi family (apartments) development provided that a preliminary plat is approved by the city and construction plans have been released by the City Engineer. Building construction will not be allowed to surpass the construction of fire protection improvements.
  2. The City Engineer may authorize residential building permits for a portion of a subdivision, provided that a preliminary plat has been approved and all public improvements have been completed for that portion of the development, including but not limited to those required for fire and emergency protection. Notwithstanding, no lot may be sold or title conveyed until a final plat approved by the city has been recorded.
  3. No certificate of occupancy shall be issued for a building permit or the use of a property unless all subdivision improvements have been completed and a final plat approved by the city has been recorded. Notwithstanding the above, the Director or City Engineer may authorize the occupancy of a structure provided that an agreement providing cash escrow, a letter of credit, or other sufficient surety is approved by the city for the completion of all remaining public improvements. The certificate of occupancy may be revoked if the final plat approval and filing process is not completed.

**ARTICLE V. REQUIREMENTS FOR PUBLIC IMPROVEMENTS, RESERVATION AND DESIGN**

**5.1 General Requirements**

- a. Plats Straddling Municipal Boundaries - Whenever access to the subdivision or addition is required across land in another municipality, the Commission may request assurance from that municipality's Attorney that access is legally established, and from its Engineer that the access road is adequately improved, or that a bond has been duly executed and is sufficient in amount to assure the construction of the access road. In general, lot lines should be laid out so as not to cross municipal, county or school district boundary lines.
- b. Character of the Land - Land that the Commission finds to be unsuitable for subdivision or development due to flooding, improper drainage, steep slopes, rock formations, adverse earth formations or topography, utility easements, or other features which will reasonably be harmful to the safety, health, and general welfare of the present or future inhabitants of the subdivision or addition and/or its surrounding areas, shall not be subdivided or platted unless adequate methods are formulated by the owner and approved by the Commission, upon recommendation of the City Engineer, to solve the problems created by the unsuitable land conditions.
- c. Adequate Public Facilities Policy - The land proposed for subdivision must be adequately served by essential public facilities and services. These services include street access, water, waste water disposal, and offsite drainage. No plat or replat may be approved unless it conforms to this policy and its standards. This policy may be further defined and supplemented by other ordinances adopted by the City of Plano. This policy does not apply to the approval of conveyance plats.
  1. Street Access - All platted lots must have safe and reliable street access for daily use and emergency purposes.
    - (a) All platted lots must have direct access to an improved public street, private street, or an approved public way, and connected by improved public streets to an improved public thoroughfare.
    - (b) Except for lots which are provided access from an approved cul-de-sac, all subdivisions must have two means of access or approach. Where development phasing or constraints of the land prevent the provision of a second, separate means of access, the city may accept a temporary street connection, or a median divided street or entry to satisfy this requirement.

2. Water - All platted lots must be connected to a public water system which is capable of providing water for health and emergency purposes.
  - (a) Except for lots along an approved cul-de-sac, all lots must be provided service connections from a looped water main providing water flow from two directions or sources.
  - (b) Water service must be sufficient to meet the fire flow requirements of the proposed development, except where a suitable alternative means of fire protection is approved by the City Fire Chief.
  - (c) The city may accept development phasing, development restrictions, and/or the construction of improvements to maintain adequate fire protection.
3. Waste Water - All platted lots must be served by an approved means of waste water collection and treatment.
  - (a) Onsite waste water treatment systems will not be permitted, except for the pretreatment of industrial waste.
  - (b) The projected waste water discharge of a proposed development shall not exceed the capacity of the waste water system.
  - (c) The city may accept the phasing of development and/or improvements to the systems so as to maintain adequate waste water capacity.
4. Drainage - Increased stormwater runoff attributable to new development must not exceed the capacity of the downstream drainage system or adversely affect adjoining property. Where the projected runoff would exceed capacity, the city may accept the phasing of development, the use of control methods such as retention or detention, and or the construction of offsite drainage improvements as means of mitigation.
- d. Alternative Public Facilities Design - Alternative public facilities design intended to improve storm water quality and/or intended to decrease storm water quantity will be considered if submitted as part of a site-specific storm water management plan. Alternative facilities design shall be subject to approval by the City Engineer.
- e. Subdivision or Addition Name - The proposed name of the subdivision or addition shall not duplicate, or too closely approximate phonetically, the name of any other subdivision or addition in the area covered by these regulations and shall, where possible correspond to named subdivisions or additions in the immediate vicinity. The Commission shall have final authority to approve the name of the subdivision or addition.

f. Corner and Reference Markers -

1. All lot corners shall be located and marked with one half (1/2) inch reinforcing bar, eighteen (18) inches in length, and shall be placed flush with the ground or counter sunk, if necessary, in order to avoid being disturbed.
2. Iron rods, one inch in diameter and eighteen (18) inches long, shall be placed on all boundary corners, block corners, curve points, and angle points in public rights-of-way. Monuments shall be located as required by the City Engineer and shall be located along all drainage/floodway boundaries at all curve points, angle points and at least one monument at lot corners. One monument may serve two lots if located at a common corner.

**5.2 Lot Design and Improvements**

- a. Lot Arrangement - The lot arrangement shall be such that there will be no foreseeable difficulties, for reasons of topography or other conditions, in securing building permits to build on all lots in compliance with the Zoning Ordinance, Building Code and other applicable ordinances, laws and regulations. Driveway access shall be provided to buildings on the lots from an approved street, alley or public way.
- b. Lot Dimensions - Lot dimensions shall comply with the minimum standards of the Zoning Ordinance. In general, side lot lines shall be at right angles to street lines (or radial to curving street lines) unless a variation from this rule will give a better street or lot plan. Dimensions of corner lots shall be large enough to allow for erection of buildings. Depth and width of properties reserved or laid out for business, commercial, or industrial purposes shall be adequate to provide for the off-street parking, landscaping, and loading facilities required for the type of use and development contemplated, as established in the Zoning Ordinance.
- c. Double Frontage Residential Lots - Double frontage and reversed frontage lots shall be avoided except where necessary to separate residential development from traffic arterials or to overcome specific disadvantages of topography and orientation.
- d. Blocks -
  1. Blocks shall generally have sufficient width to provide for two (2) tiers of lots of appropriate depths.

2. The lengths, widths, and shapes of blocks shall be such as are appropriate for the locality and the type of development contemplated, but block lengths in residential areas shall not exceed twelve hundred (1,200) feet.

e. Nonresidential Plats -

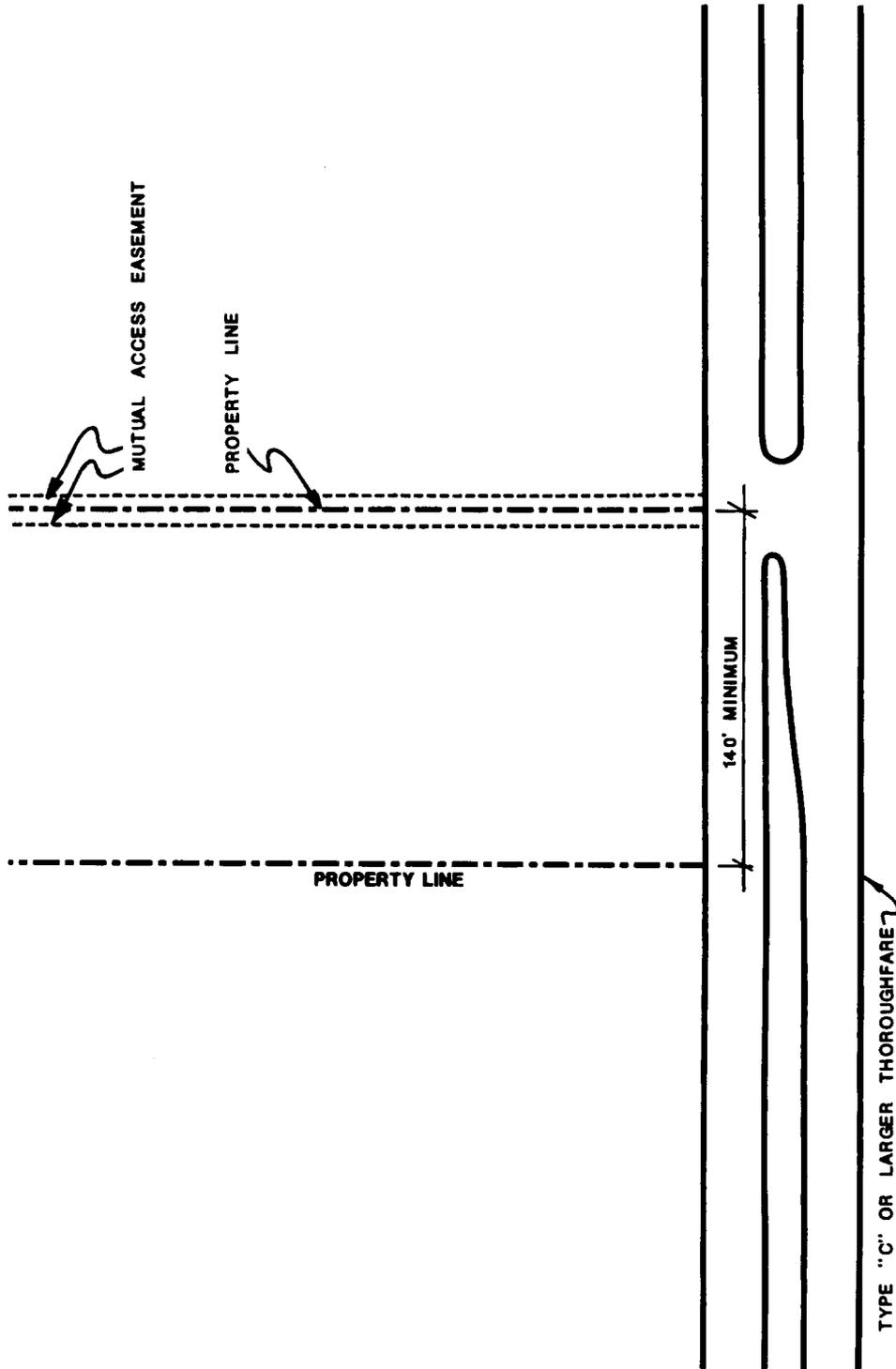
1. General - A nonresidential plat shall be subject to all the requirements of these regulations, except those that clearly pertain only to residential properties, as well as such additional standards as may be required by the Commission, and shall conform to the proposed land use and standards established in the Comprehensive Plan and Zoning Ordinance. Site plan approval and plat approval may proceed simultaneously at the discretion of the Commission.
2. Design Principles - In addition to these regulations, which are appropriate to all platting, the applicant shall demonstrate to the satisfaction of the Commission that the street, parcel, and block pattern proposed is specifically adapted to the uses anticipated and takes into account other uses in the vicinity. The following principles shall be observed:
  - (a) Proposed nonresidential parcels shall be suitable in area and dimensions to the types of nonresidential development anticipated.
  - (b) Street rights-of-way and pavement shall be adequate to accommodate the type and volume of traffic anticipated to be generated thereupon.
  - (c) Residential areas shall be protected from potential nuisance from a proposed nonresidential plat.
  - (d) Streets carrying nonresidential traffic, especially truck traffic, shall not normally be extended to the boundaries of adjacent existing or future residential areas.
3. Frontage and Access Standards - All nonresidential lots established following the effective date of this ordinance shall meet the following frontage and access criteria:
  - (a) Frontage - Corner lots must have a minimum continuous frontage of 175 feet on all abutting streets. Except as provided below, all non-corner lots must have a minimum continuous frontage along abutting public streets based on the street's classification. Where a lot abuts a Type C (or higher) street, the minimum frontage is 150 feet. Where a lot abuts a Type D (or lower) street, the minimum frontage shall be 100 feet. Where a non-corner lot abuts two or more streets, the minimum

frontage requirement shall apply to only one street face. The minimum frontage of any non-corner lot greater than two acres may be reduced to 24 feet provided that the lot has one direct access to a public street.

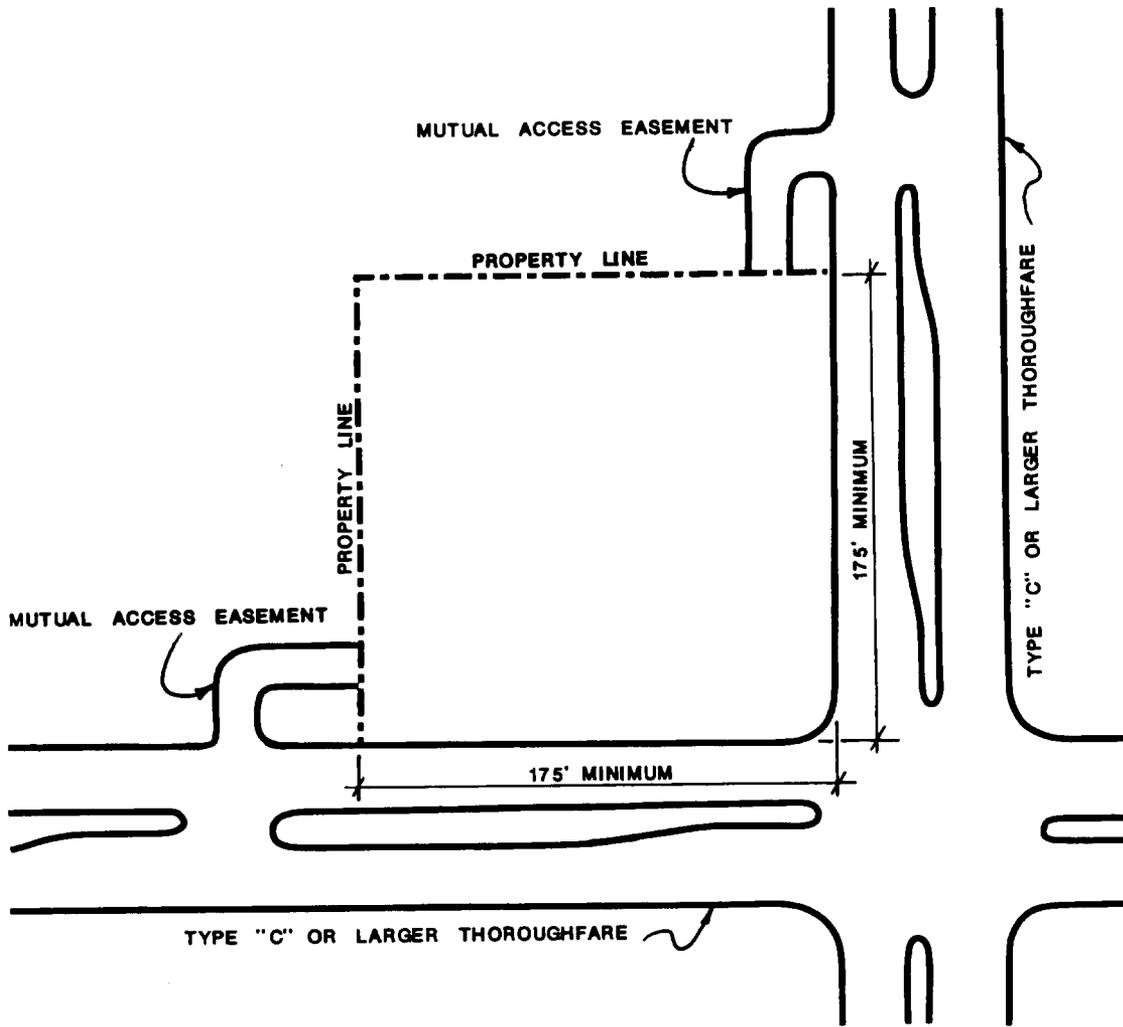
Access to Public Street – Except as provided herein, all nonresidential lots shall have a minimum of two points of access to public streets. One point of access must be directly from the lot to a public street. The other point of access may be secured through use of easements. Where a nonresidential lot abuts a Type B, C, or D thoroughfare, it must have access to a median opening. Notwithstanding, the Commission may approve a lot having only one point of access if it determines that a second point of access cannot be obtained and traffic safety and fire protection are sufficient.

A plat may not be approved if it results in a remainder of unplatted property that cannot be platted under the terms of this ordinance.

- (b) Curb Cuts - All nonresidential lots shall have, at a minimum, direct access to one curb cut per street front, except where prohibited by the Thoroughfare Standards Ordinance.
- (c) When adjacent to a median divided street, all lots shall have access to a median opening. Direct access should be provided where possible. If direct access is not available, a corner lot shall have indirect access through a shared access easement between it and adjacent properties. All off-corner lots shall have direct access, or indirect access by platting a minimum of one half of the intersecting drive as a shared access easement.



**MEDIAN ACCESS AND FRONTAGE REQUIREMENTS FOR OFF-CORNER LOTS**



**MEDIAN ACCESS AND FRONTAGE REQUIREMENTS FOR CORNER LOTS**

4. Frontage Exception - Nonresidential lots may be platted to a public way instead of a dedicated street upon approval by the Director under the following conditions:

- (a) Within a regional mall development requiring an internal circulation system;
- (b) For a public utility facility which precedes street extensions;
- (c) Within a commercial development greater than 20 acres having an internal private street meeting construction standards and specifications of public streets and where mutual access is insured by easement or other legal instrument.
- (d) Where access to a public street will be removed by construction of an overpass or other required facility.

A public way must be constructed to minimum fire lane standards. Access and/or utilities must be provided within the required frontage on a dedicated street or public way.

- f. Soil Preservation and Final Grading - Top soil shall not be removed from residential lots or used as spoil, but shall be redistributed so as to provide at least six (6) inches of cover on the lots and parkways. Permanent erosion control measures, such as grassed parkways, shall be provided throughout the development prior to final acceptance of the improvements. All areas disturbed during the construction process must be revegetated.
- g. Lot Grading and Drainage - Drainage for lots shall be designed in accordance with the city's Erosion and Sedimentation Standards Ordinance. Lots shall be laid out so as to provide positive drainage away from all buildings and individual lot drainage shall be coordinated with the general storm drainage pattern for the area. Drainage shall be designed so as to avoid concentration of storm drainage water from each lot to adjacent lots. The land shall be platted with appropriate regard for all topographical and drainage features. A grading plan shall be provided with contours at an interval of two feet or less. Except where approved by the Director or City Engineer, all single-family residential lots less than 20,000 square feet in size must be graded to meet the elevation of adjoining property. The center of a single-family or duplex residential lot shall not be higher than three feet above the top of the street curb. Multifamily and nonresidential lots shall be graded to match elevations at adjoining properties to provide good access and to minimize the use of retaining walls. Cuts or fills which do not allow grades to match elevations at adjoining properties will not be permitted, unless authorized by the Director or City Engineer when deemed necessary for engineering conditions.

- h. Debris and Waste - No cut trees, timber, debris, large rocks or stones, junk, rubbish or other waste materials of any kind shall be buried in any land, or left or deposited on any lot or street at the time of final acceptance by the City Engineer, and removal of those items and materials shall be required prior to such acceptance. No items and materials as herein described shall be left or deposited in any area of the subdivision or addition at the time of expiration of any improvement agreement or acceptance of dedication of public improvements, whichever is sooner. However, dirt or topsoil may be stockpiled on a property with approval of the City Engineer.
- i. Improvement Agreement and Security to Include Lot Improvements for Residential Subdivisions - The applicant shall enter into a improvement agreement secured by suitable surety to guarantee completion of all lot improvement requirements including, but not limited to, soil preservation, removal of debris and waste, and all other lot improvements required by the City Engineer. Whether or not a building permit or certificate of occupancy has been issued, the city may enforce the provisions of the improvement agreement where the provisions of this section or any other applicable law, ordinance, or regulation have not been met.

### **5.3 Thoroughfare Screening**

Where subdivisions or additions are platted so that the rear yards of residential lots are adjacent to a dedicated roadway or separated from a roadway by an alley or service road, the owner shall provide screening at his sole expense. The Planning & Zoning Commission may waive or modify, in exceptional cases, this requirement. A screening plan, including elevations and materials, shall be submitted with the preliminary plat. All forms of screening shall conform to the requirements of the ordinances of the city governing the sight distance for traffic safety and other city ordinances. Screening shall conform to alternative design requirements and specifications approved by the city as contained within the Thoroughfare Screening Ordinance. Additional right-of-way or easements may be required for wider columns and more elaborate screening walls. All screening walls installed prior to city acceptance of public improvements will be charged maintenance and inspection fees.

### **5.4 Streets and Thoroughfares**

- a. Adequacy of Streets and Thoroughfares - All streets and alleys shall be designed and platted in conformance with the Major Thoroughfare Plan, the Thoroughfare Standards Ordinance, the Adequate Public Facilities Policies, and other valid development plans approved pursuant to these regulations. Access to all lots must be suitably improved or secured by provisions contained in these regulations.

b. Design Standards -

1. General - In order to provide for streets of suitable location, width, and improvement to accommodate prospective traffic and afford satisfactory access to police, firefighting, sanitation, and street-maintenance equipment, and to coordinate streets so as to compose a convenient system and avoid undue hardships to adjoining properties, an adequate street and thoroughfare system shall be designed in accordance with the standards set forth in these regulations, together with those contained in the Thoroughfare Standards Ordinance and the Standard Specifications for Public Works Construction. The Thoroughfare Standards Ordinance, the Standard Specifications for Public Works Construction, and the Standard Construction Details are incorporated herein by reference. In the event of a conflict between these or other regulations and those contained in such documents, the more specific and/or restrictive provisions shall be applied. Paving and other improvements are subject to the participation policies stated in Article VI of these regulations.
2. Street Paving and Improvements - After sewer and water utilities have been installed by the owner, the owner shall construct roadways to the widths prescribed in these regulations. Adequate provision shall be made for culverts, drains, and bridges. All street pavement, drainage improvements and structures, turnarounds, and sidewalks shall conform to all construction standards and specifications contained or referenced in these regulations and shall be incorporated into the construction plans required for plat approval. Specific design standards are incorporated in the Thoroughfare Standards Ordinance and Standard Specifications for Public Works Construction.
3. Alleys - Alleys shall be constructed a minimum of 10 feet in width within a minimum 15-foot right-of-way. Wider alleys, when required for drainage, screening walls, or other purposes, shall be constructed in rights-of-way approved by the City Engineer. Alley turnouts shall be a minimum of 12 feet in width at the street right-of-way line or the width of the alley, whichever is greater. Paving in alleys adjacent to masonry screening walls shall be constructed a minimum of 12.5 feet in width and shall abut the screening wall. Alleys for other than residential uses shall be dedicated and paved a minimum of 20 feet in width. The owner shall construct the full width of the alley at his own cost.
4. Median Openings - Median openings, median pavers and left-turn lanes, including channelizing buttons, constructed to serve dedicated streets or private drives, shall be installed and paved to city standards by the developer. Existing trees in the median, if affected by median improvements, must be relocated or replaced. If the trees cannot be

relocated or replaced in the median, then the developer shall pay a fee to the city in accordance with Section 16-19 of the Code of Ordinances to replace the tree in public right-of-way or on public park land.

5. Acceleration and Deceleration Lanes - Acceleration or deceleration lanes shall be installed by the owner when required by the Thoroughfare Standards Ordinance and constructed to the same standards as the adjoining street in accordance with the Standard Construction Details.
6. Other street or alley sections may be used if approved by the City Council.
7. Future Connections - Street extensions may be required to link subdivisions as the neighborhood develops. Temporary cul-de-sacs shall be installed by the developer when required by phasing.
8. Gradient - Streets and alleys shall be designed with a minimum gradient of 0.5% and a maximum gradient of 5.0% unless otherwise approved by the City Engineer.
9. Intersections - The intersections of streets, alleys and officially approved places shall be laid out and constructed in accordance with the specifications in the Thoroughfare Standards Ordinance.
10. Traffic Buttons - The owner shall be responsible for the installation of traffic buttons which are necessary for the safe transition or channelization of traffic. When required by the City Engineer, such as on Type D or wider thoroughfares, the owner shall install traffic buttons for lane dividers. The costs of these lane divider buttons shall be reimbursed by the city in accordance with the city's reimbursement policy. All traffic buttons shall be installed per city standards.
11. Reserve Strips - The creation of reserve strips shall not be permitted in such a manner as to deny access from adjacent property to any street, alley or officially approved place.
12. Grading and Improvement Plan - Streets shall be graded and improved in conformance with the city's construction standards and specifications and shall be approved as to design and specifications by the City Engineer, in accordance with the construction plans required to be submitted prior to final plat approval.
13. Topography and Arrangement -
  - (a) Streets shall be related appropriately to the topography. Local streets shall be curved wherever possible to avoid conformity of lot appearance. All streets shall be arranged so as to obtain building sites when possible

at, or above, the grades of the streets. Grades of streets shall conform as closely as possible to the original topography. A combination of steep grades and curves shall be avoided.

- (b) All streets shall be properly integrated with the existing and proposed system of streets and dedicated rights-of-way as established on the city's Thoroughfare Plan. However, Type F collector streets not shown on the plan may be required to meet traffic requirements of proposed development. Type F and G streets shall be designed to discourage use by through traffic, to permit efficient drainage and utility systems, and to require the minimum number of streets necessary to provide convenient and safe access to property.
- (c) Proposed streets shall be extended to the boundary lines of the tract to be platted, unless prevented by topography or other physical conditions, or unless in the opinion of the Commission such extension is not necessary or desirable for the coordination of the layout of the subdivision or addition with the existing layout or the most advantageous future development of adjacent tracts.

#### 14. Continuation of Streets and Cul-de-sacs -

- (a) Continuation of Streets - The arrangement of streets shall provide for the continuation of principal streets between adjacent properties.
- (b) If the adjacent property is undeveloped and the street must temporarily be a dead-end street the right-of-way shall be extended to the property line.
- (c) Where existing alleys are used, alley turnouts shall be provided to new subdivisions.
- (d) Cul-de-sacs - For greater convenience to traffic and more effective police and fire protection, permanent dead-end streets shall, in general, be prohibited. However, the Commission may require the reservation or dedication of an appropriate easement to accommodate drainage facilities, pedestrian traffic, or utilities. A cul-de-sac turnaround shall be provided at the end of a permanent dead-end street in accordance with city construction standards and specifications.
- (e) Temporary Dead-End Streets - The city may require the construction of temporary dead-end streets in order to provide for the future connection of subdivisions and to ensure reasonable access and avoid excessive street length.

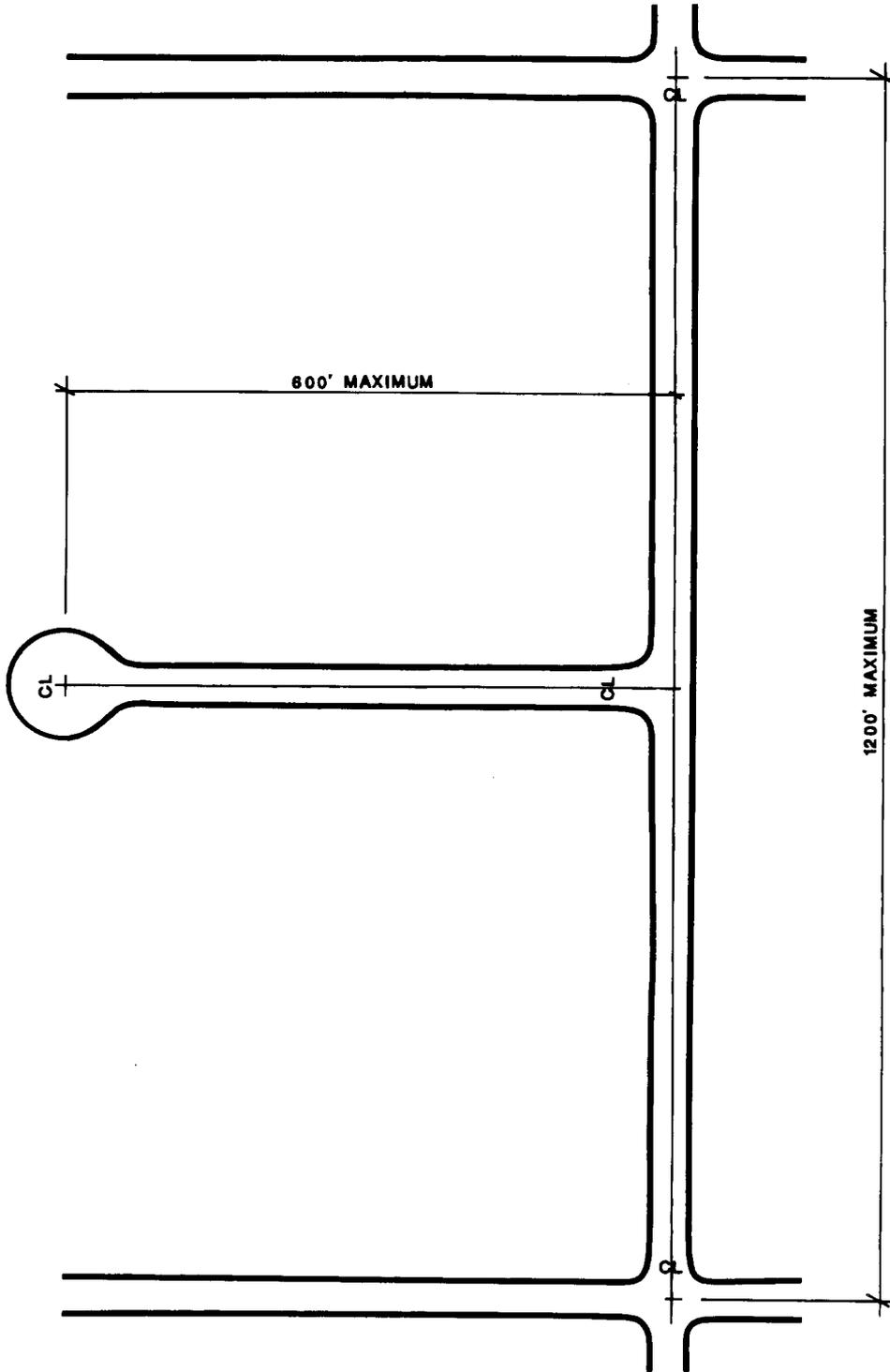
15. Street and Alley Length -

- (a) Streets and alleys shall not exceed 1200 feet in length between intersections (outlets).
- (b) No cul-de-sac unless otherwise authorized shall exceed 600 feet in length, which is to be measured from the centerline of the street with which it intersects to the center point of the cul-de-sac.
- (c) Street and alley lengths longer than those specified in this section shall require approval of a variance. In reviewing a variance, the Commission shall consider the following:
  - i. Alternative designs which would reduce street or alley length;
  - ii. The effect of overlength streets or alleys on access, congestion and delivery of municipal services; and
  - iii. Means of mitigation, including but not limited to increased street width, mid-block turnarounds, limitation on the number of lots to be created and served, temporary points of access, and additional fire protection measures.

16. Street Names and Signs -

- (a) Street names must be submitted to the Planning Department for approval in accordance with the city's guidelines for the naming of streets. Surnames or names of corporations may not be used as street names. The Planning Department will maintain an index of street names which will contain these guidelines. Street names and subdivision names are fixed at the time of approval of the preliminary plat. A fee, in accordance with the Code of Ordinances, will be charged to change street names and subdivision names after approval of the preliminary plat.
- (b) The property owner shall provide payment for street name signs for the development. The price of each street name installation shall include cost of the sign assembly, pole, and installation. Payment by the property owner will be due prior to approval of the engineering plans by the City Engineer.
- (c) Street name signs shall be installed in accordance with the city's guidelines before issuance of building permit for any structure on the streets approved.

17. Street Lights - Installation of street lights shall be in accordance with design and specification standards of the city. The developer shall be responsible for the cost of such street lighting installation and for the power costs for a length of time as specified in the city's street lighting ordinance. The developer shall install conduit for street lights and traffic signals in divided thoroughfares as directed by the City Engineer.



**BLOCK LENGTH REQUIREMENTS**

c. Street Dedications and Reservations -

1. Dedication of Right-of-Way - The property owner shall provide all right-of-way required for existing or future streets, including perimeter streets, as shown in the Thoroughfare Plan or other valid development plans approved by the Planning & Zoning Commission or City Council. Additional right-of-way may be necessary to meet drainage, utility placement, visibility, or other requirements as required by the City Engineer. (See Section 3.7(c)(2) for information on reservations and dedications with conveyance plats.) In the case of perimeter streets, half of the total required right-of-way for such streets shall be provided. However, in some instances more than half shall be required depending on the actual or proposed alignment of the street. A minimum parkway width of ten feet shall be provided along existing constructed thoroughfares. In such cases, no additional right-of-way will be required, except at intersections or other locations when deemed necessary by the City Engineer. Standard right-of-way widths are as specifically set forth in the Thoroughfare Standards Ordinance.
  2. Perimeter Streets - Where an existing half-street is adjacent to a new subdivision or addition, the other half of the street shall be dedicated and improved by the developer of the addition.
  3. Slope Easements - The dedication of easements, in addition to dedicated rights-of-way shall be required whenever, due to topography, additional width is necessary to provide adequate earth slopes. Such slopes shall not be in excess of three feet horizontal to one foot vertical.
- d. Street Construction - The owner shall construct all streets or thoroughfares to city standards in rights-of-way as required by the Thoroughfare Plan, subject to participation policies stated in Article VI of these regulations. Streets (including sidewalks) which dead-end at power lines, railroad, or similar rights-of-way, and are intended for future extension shall be constructed in the full right-of-way as required by the Thoroughfare Plan for half the distance across such right-of-way for each side. Widths shown below are back to back of curbs and required on both sides of divided streets, Type A through D. Developers of property abutting only one side of a street are responsible for the minimum paving widths shown below. The minimum paving widths for the various types of streets shall be as follows:

<u>Type Street</u>	<u>Minimum Paving Width</u>	<u>Right-of-Way</u>
A	25 feet	80 feet
B+	25 feet	70 feet
B	25 feet	65 feet
C	25 feet	55 feet
D	25 feet	46 feet
E	23 feet	35 feet
F	23 feet	35 feet
G	27 feet	50 feet
Retail, Commercial, Industrial, Schools, Parks, Apartment, or similar uses	37 feet	60 feet

e. Improvement, Widening and Realignment of Existing and Proposed Streets - Where a subdivision or addition borders a substandard street or when the Thoroughfare Plan indicates plans for realignment, widening or constructing a street that would require use of some of the land in the subdivision or addition, the applicant shall be required to improve and dedicate those areas for widening or realignment of those streets, as follows:

1. When a proposed subdivision or addition abuts or will abut both sides of a substandard street or a proposed street in the major thoroughfare plan, the owner shall be required to improve the substandard street or proposed street so that it will be a standard street, including sidewalks. The minimum street paving width shall be shown in Section 5.4(d) of this article.
2. If the proposed subdivision or addition is located along only one side of a substandard street or a proposed street in the major thoroughfare plan, the owner shall be required to improve his side of the substandard street or proposed street, including sidewalks, so that it will be a standard street. The minimum street paving width shall be as shown in Section 5.4(d) of this article. The owner may, however, petition the city to construct the improvements herein required, subject, upon approval, to the city's escrow policies stated in Article VI of these regulations.
3. When an arterial street (Type C or greater) is to be extended through a property to intersect with another arterial street, the full six lanes shall be constructed for a minimum distance of 350 feet from the point of intersection. From that point the pavement width may be decreased to four lanes, with provision of an appropriate transition in paving width. If property abutting only one side of the proposed thoroughfare is to be developed, then three full lanes will be constructed, including left turn lane and transition. This provision will not require widening an existing intersection that already provides four through lanes.

- f. Access from Residential Subdivisions or Additions - Residential lots must have a minimum frontage of 24 feet on a dedicated street for single-family-detached, two-family or patio home uses or a minimum frontage of 15 feet for single-family-attached uses, except where varied through approval of a planned development district. Where subdivisions or additions are platted so that the front yards of single-family residential lots are adjacent to a dedicated roadway, the owner shall provide at his sole expense one of the following types of treatment:
1. For thoroughfares designated Type A, B+, C, or D (in the Comprehensive Plan), no residential lot shall have direct access to the thoroughfare unless a service road is provided adjacent to the thoroughfare.
  2. For thoroughfares designated Type E, lots may have direct driveway access to the street provided that the following development standards are complied with:
    - (a) A minimum lot width of 100 feet;
    - (b) A minimum front yard setback of 50 feet; and
    - (c) A circular driveway shall be provided with a minimum of six off-street paved parking spaces.
  3. For streets designated Type F or G, lots may have direct access to the street if other requirements of the Thoroughfare Standards Ordinance are met.
- g. Private Streets and Alleys - Subdivisions may be developed with private streets and alleys instead of public streets and alleys if the development complies with the requirements of this section and the subdivision has received a specific use permit for a private street development. The term private street shall be inclusive of alleys. Variances to these requirements shall not be permitted.
1. Design and Construction Standards - Private streets shall conform to the same standards regulating the design and construction of public streets. These standards shall include, but are not limited to the following:
    - (a) Transportation Element of the Comprehensive Plan;
    - (b) Thoroughfare Standards Ordinance;
    - (c) Engineering Design Guidelines and Construction Standards and Details;  
and

(d) Street Naming and Addressing Policy.

2. Streets Excluded - Streets shown on the Thoroughfare Plan of the Transportation Element of the Comprehensive Plan shall not be used, maintained or constructed as private streets. Also, the Planning & Zoning Commission may deny the creation of any other private street if in the Commission's judgment the private street would negatively affect traffic circulation on public streets or impair access to property either onsite or offsite to the subdivision, impair access to or from public facilities including schools, parks and libraries, or delay the response time of emergency vehicles.
3. Property Owners Associations Required - Subdivisions developed with private streets and alleys must have a mandatory property owners association which includes all property served by private streets. The association shall own and be responsible for the maintenance of private streets and appurtenances. The association documents must establish a reserve fund for the maintenance of streets and other improvements. The association documents shall be reviewed and approved by the City Attorney to ensure that they conform to this and other applicable city ordinances. The documents shall be filed of record prior to the approval of the final plat. Lot deeds must convey membership in the association and provide for the payment of dues and assessments required by the association. The association may not be dissolved without the prior written consent of the city. No portion of the association documents pertaining to the maintenance of the private streets and alleys and assessments therefore may be amended without the written consent of the city.
4. Private Street Lot - Private streets and alleys must be constructed within a separate lot owned by the property owners association. This lot must conform to the city's standards for public street and alley right-of-way. An easement covering the street lot shall be granted to the city providing unrestricted use of the property for utilities and the maintenance of same. This right shall extend to all utility providers including telecable companies, operating within the city. The easement shall also provide the city with the right of access for any purpose related to the exercise of a governmental service or function, including but not limited to fire and police protection, inspection and code enforcement. The easement shall permit the city to remove any vehicle or obstacle within the street lot that impairs emergency access.
5. Construction and Maintenance Cost - The city shall not pay for any portion of the cost of constructing or maintaining a private street.

6. City Utilities - Water, sewer and drainage facilities and street lights and signs placed within the private street and alley lot shall be installed to city standards and dedicated to the city prior to approval of the final plat. All city regulations relating to infrastructure financing, developer cost participation and capital cost recovery shall apply to developments with private streets with the exception of those applying to street construction.
7. Plans and Inspections - Developments proposed with private streets must submit to the city the same plans and engineering information required to construct public streets and utilities. Requirements pertaining to inspection and approval of improvements prior to final plat approval shall apply. Fees charged for these services shall also apply. The city may periodically inspect private streets and require repairs necessary to insure emergency access.
8. Access Restrictions - The entrances to all private streets must be marked with a sign stating that it is a private street. Guard houses, access control gates and cross arms may be constructed. All restricted access entrances must be manned 24 hours every day, or provide an alternative means of ensuring access to the subdivision by the city and other utility service providers with appropriate identification. If the association fails to maintain reliable access as required to provide city services, the city may enter the subdivision and remove any gate or device which is a barrier to access at the sole expense of the association. The association documents shall contain provisions in conformity with this paragraph which may not be amended without the written consent of the city.
9. Access Restricted Entrance Design Standards - Any private street which has an access control gate or cross arm must have a minimum uninterrupted pavement width of 22 feet at the location of the access control device. If an overhead barrier is used, it must be a minimum of 14 feet in height above the road surface. All gates and cross arms must be of a break-away design. A turn-around space must be located in front of any restricted access entrance to allow vehicles denied access to safely exit onto public streets. On lots adjacent to entry gates, fences may exceed 40 inches in height, up to a maximum of eight feet within the front yard setback. Such fences must be constructed of wrought iron with brick columns. No solid fencing panels will be allowed.
10. Waiver of Services - The subdivision final plat, property deeds and property owner association documents shall note that certain city services shall not be provided on private streets. Among the services which will not be provided are: routine police patrols, enforcement of traffic and parking ordinances and preparation of accident reports. All private traffic regulatory

signs shall conform to the Texas Manual of Uniform Traffic Control Devices. Depending on the characteristics of the proposed development other services may not be provided.

11. Petition to Convert to Public Streets - The Property Association documents shall allow the association to request the city accept private streets and alleys and the associated property as public streets and right-of-way upon written notice to all association members and the favorable vote of 51% of the membership. However, in no event shall the city be obligated to accept said streets and alleys as public. Should the city elect to accept the streets and alleys as public, the city may inspect the private streets and assess the lot owners for the expense of needed repairs concurrent with the city's acceptance of the streets and alleys. The city will be the sole judge of whether repairs are needed. The city may also require, at the association's expense, the removal of guard houses, access control devices, landscaping or other aesthetic amenities located within the street lot. The association documents shall provide for the city's right to such assessment. Those portions of the association documents pertaining to the subject matter contained in this paragraph shall not be amended without the written consent of the city.

12. Hold Harmless - On the subdivision final plat shall be language whereby the Property Owners Association, as owner of the private streets and appurtenances, agrees to release, indemnify, defend and hold harmless the city, any governmental entity and public utility for damages to the private street occasioned by the reasonable use of the private street by the city, governmental entity or public utility; for damages and injury (including death) arising from the condition of said private street; for damages and injury (including death) arising out of the use by the city, governmental entity or public utility of any restricted access gate or entrance; and for damages and injury (including death) arising out of any use of the subdivision by the city, government entity or public utility. Further, such language shall provide that all lot owners shall release the city, governmental entities and public utilities for such damages and injuries. The indemnifications contained in this paragraph 12 apply regardless of whether or not such damages and injury (including death) are caused by the negligent act or omission of the city, governmental entity or public utility, or their representative officers, employees or agents.

## 5.5 Sidewalks and Bikeways

- a. Sidewalks - Sidewalks shall be constructed in accordance with the Thoroughfare Standards Ordinance of the City of Plano for all lots adjoining dedicated streets, along major thoroughfares where lots do not adjoin the street, along power line easements and in other areas where pedestrian walkways are necessary. Sidewalk construction may be delayed until

development of lots, but in locations not adjacent to lots and across bridges and culverts, the sidewalk shall be constructed with the other improvements to the subdivision or addition. Sidewalks adjacent to screening walls shall generally be placed against the screening walls to the subdivision or addition. Routing to clear poles, trees or other obstacles shall be subject to approval by the Engineering Department.

- b. Pedestrian Accesses - The Commission may require, in order to facilitate pedestrian access from the streets to schools, parks, playgrounds, or other nearby streets, perpetual unobstructed easements at least fifteen (15) feet in width. Easements shall be indicated on the plat.
- c. Bikeways - Hike and bike sidewalks, designed and located according to city standards, shall be constructed along streets designated for hike and bike trails. Such sidewalks shall be built by the owner at the time of site development, or, the owner may petition for the city to construct such facilities, subject to escrow policies stated in Article VI of these regulations.

## 5.6 Drainage, Storm Sewers, and Storm Water Controls

- a. General Requirements - All plats shall conform to the city's Adequate Public Facilities Policies for drainage facilities.
- b. Design of Facilities -
  - 1. Standards - Design of storm sewer systems shall be in accordance with the Storm Drainage Design Manual. All nonresidential development shall incorporate floatables exclusion methods for trash and debris at inlets and other drainage collection devices. Materials and construction shall conform to the Standard Specifications and Standard Construction Details of the city. Plans shall be submitted with the plat.
  - 2. Accommodation of Upstream Drainage Areas - A culvert or other drainage facility shall in each case be large enough to accommodate potential runoff from its entire upstream drainage area, whether inside or outside the subdivision or addition. The owner's engineer shall initially determine the necessary size of the facility, based on the provisions of the construction standards and specifications assuming conditions of maximum potential watershed development permitted by the Zoning Ordinance, subject to approval by the City Engineer.
  - 3. Effect on Downstream Drainage Areas - The owner's engineer, subject to approval by the City Engineer, shall study the effect of each addition's storm runoff on the existing underground drainage facilities immediately downstream of the addition. Where it is determined that existing capacity is not available immediately downstream, the owner's engineer shall design a

drainage system, detention facility, or parallel system to mitigate the deficiency. The Commission may withhold approval of the plat until such mitigation has been provided. If oversized improvements are required, then the city shall participate in the cost as prescribed by this Ordinance.

4. Location - In general, drainage shall be provided in an underground system constructed in streets, alleys, or in easements. If approved by the City Engineer, the owner may provide, at his own expense, a drainage easement of sufficient width to permit excavation and maintenance of an open channel of satisfactory depth and width. The owner shall complete all necessary excavation on the channel and shall sod or seed the channel to prevent erosion. Unless the excavation channel bottom is Austin Chalk, limestone, or other similar acceptable rock, a reinforced concrete pilot channel of sufficient width may be required by the City Engineer to prevent erosion and/or for access purposes.
5. Construction of Underground Facilities - An owner may choose to install drainage facilities underground to save land space, where normally an open channel would be approved by the city, subject to approval by the City Engineer and subject to participation policies stated in Article VI of these regulations.
6. Detention Facilities - Lakes, detention ponds, and retention ponds may be constructed in all areas provided they are approved by the City Engineer. The city may assume maintenance responsibilities for this type of facility only if title to the facility passes to the city, if approved by the Council; however, easements shall be provided to ensure protection of these areas for maintenance purposes.
7. Storm Water Management Facilities - If proposed as part of site-specific storm water management plan per Section 3.1700 (Storm Water Management) of the Zoning Ordinance, structural and/or nonstructural storm water control devices may be constructed. Structural and/or nonstructural storm water control devices shall conform to the standards and specifications of the North Central Council of Government Integrated Storm Water Management manual. Structural and/or nonstructural storm water controls are subject to approval by the City Engineer.
8. Alternate Facilities - Other innovative drainage concepts will be considered if approved by the City Engineer. Any city costs must be approved by the City Council.

c. Creeks and Floodplains -

1. Floodplain Restrictions - The Commission shall, when it deems it necessary for the health, safety, or welfare of the present and future population of the area and necessary to the conservation of water, drainage, and sanitary facilities, or where prohibited in the Floodplain Ordinance, prohibit development of any portion of the property which lies within the floodplain of any stream or drainage course. These floodplain areas shall be preserved from any and all destruction or damage resulting from clearing, grading, or dumping of earth, waste or material, or stumps, except at the discretion of the Commission. Floodplains are also subject to the restrictions of the tree preservation requirements in the Zoning Ordinance.
2. Creek Restrictions - Major creeks shall remain in open natural condition; smaller creeks or drainage ways may be channelized provided they meet the criteria of the Storm Drainage Design Manual. When a creek or excavated channel is to remain open, or in its natural condition, it shall meet one of the following requirements:
  - (a) For single-family residential lots, dedication of the creek or drainage way to the city, or to an approved homeowner association (HOA) pursuant to Subsection (c). No portion of a "drainage and floodway easement" shall be contained in a single-family residential lot. A drainage and floodway easement shall be dedicated as a single lot to the city or an HOA. The Commission may waive this dedication requirement only for the following exceptions:
    - i. Replats which were originally platted prior to the dedication requirement.
    - ii. Subdivisions of five (5) lots or less.
  - (b) Creeks and drainage ways may be retained as a part of a nonresidential lot, and it shall be the property owner's responsibility to maintain this area, except as otherwise provided. A maintenance easement shall be granted to the city and shall grant the right but not the obligation to maintain and construct drainage facilities if the creek or drainage way is not being properly maintained. A lien may be filed against the property in favor of the city to secure payment of any expenses incurred by the city for maintenance.
  - (c) Creek or drainage ways may be owned and maintained by an approved maintenance entity, other than individual residential lot owners provided the maintenance area is set forth by easement. A maintenance entity may include homeowners associations, apartment complexes, or similar uses. The maintenance entity's by-laws and covenants filed of record, if

any, shall provide for ongoing maintenance. The easement shall authorize a lien against individual abutting lots in favor of the city to secure the payment to the city for any expenses incurred by the city in the event of default.

(d) Nonresidential properties may create an entity to maintain creeks or drainage ways, provided the maintenance area is set forth by easement and the entity's by-laws, filed of record, provide for on-going maintenance. Such easements shall authorize a lien against individual abutting properties in favor of the city to secure payment for any expenses incurred if the maintenance entity is not properly maintaining the creek or drainage way. Adequate floodway easements and drainage easements shall be required that give the city the right but not the obligation to maintain and construct drainage facilities if, in the city's sole opinion, the maintenance entity is not properly maintaining the creek or drainage way.

(e) Where the city has designated a floodway or floodplain as part of the city park system, one of the following shall be provided:

- i. Parallel streets fronting along the park.
- ii. Cul-de-sacs which provide public access fronting on the park.
- iii. Loop streets which provide public access fronting on the park.

In all cases, the city shall approve the proposed street alignment fronting on city parks.

d. Dedication of Drainage Easements -

1. General Requirements - When a subdivision or addition is traversed by a watercourse, drainage way, channel, or stream, there shall be provided a storm water or drainage easement conforming substantially to the line of such watercourse, and of such width and construction as will be adequate for the purpose. Wherever possible, it is desirable that the drainage be maintained by an open channel with landscaped banks and adequate width for maximum potential volume of flow.
2. Maintenance and Access Easements - The property owner must provide sufficient access on each side of and parallel to creeks or drainage ways for maintenance purposes. The access shall be above the base flood elevation and accessible to vehicles and equipment. Access must also be provided at a maximum 1,200 foot spacing along streets or alleys. The location and size of the maintenance and access easement shall be determined by the City Engineer. Minimum width shall be 10 feet and the

maximum width of the access easement shall be fifteen (15) feet. Permanent monuments, the type and locations of which to be determined by the City Engineer, shall be placed along the boundaries of the maintenance and access easement and private property. This maintenance and access easement shall be included in the dedication requirements of this section and included in the drainage and floodway easement width.

3. Drainage Easements -

(a) Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within street rights-of-way, perpetual, unobstructed easements at least ten (10) to fifteen (15) feet in width, depending on slopes, for drainage facilities shall be provided across property outside the street lines and with satisfactory access to the street. Easements shall be indicated on the plat. Drainage easements shall extend from the street to a natural watercourse or to other drainage facilities.

(b) When a proposed drainage system will carry water across private land outside the subdivision or addition, appropriate drainage easements must be secured.

e. Storm Water Controls

1. General Requirements - Per Section 3.1700 (Storm Water Management) of the Zoning Ordinance, a subdivision may propose storm water conservation areas or other nonstructural or structural storm water controls.
2. Storm Water Quality Easements - Storm water quality easements shall be provided for all storm water controls. The storm water quality easement shall encompass the area of the storm water conservation area and/or other nonstructural or structural control and shall encompass any maintenance and/or access easements necessary as determined by the City Engineer to construct, maintain, and inspect the storm water controls. The storm water quality easement shall give the city the right, but not the obligation, to inspect and maintain the storm water controls if, in the city's sole opinion, the proper maintenance is not being performed by the maintenance entity.
3. Ownership and Maintenance - For single-family, patio home, and/or single-family attached subdivisions, storm water controls shall be owned and maintained by a maintenance entity such as a homeowners association. For all other development, storm water controls may be owned and maintained by the property owner or a maintenance entity such as property owners association. The bylaws and covenants of any maintenance entity

that owns and maintains storm water controls shall provide for the ongoing maintenance of the storm water controls per Section 5.13 (Provision of Amenities and/or Storm Water Controls).

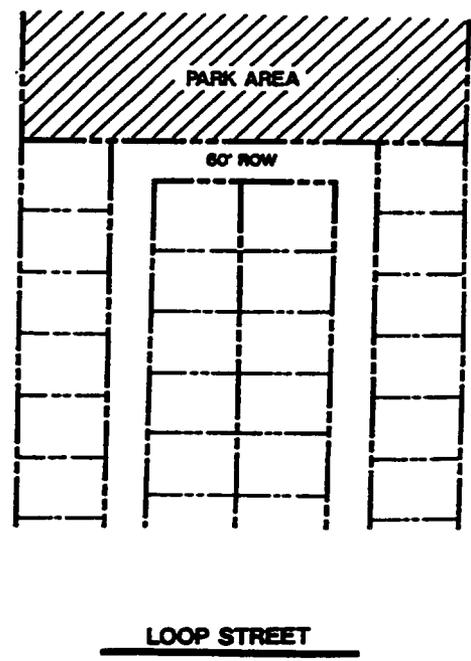
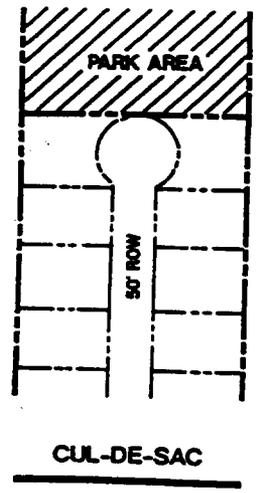
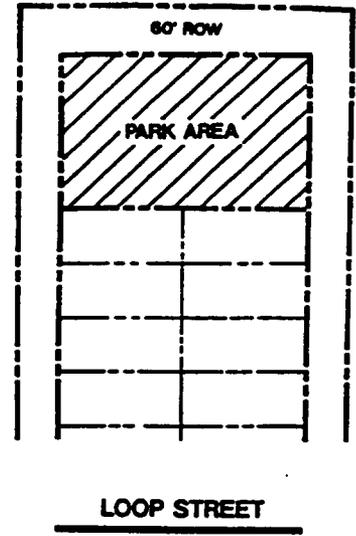
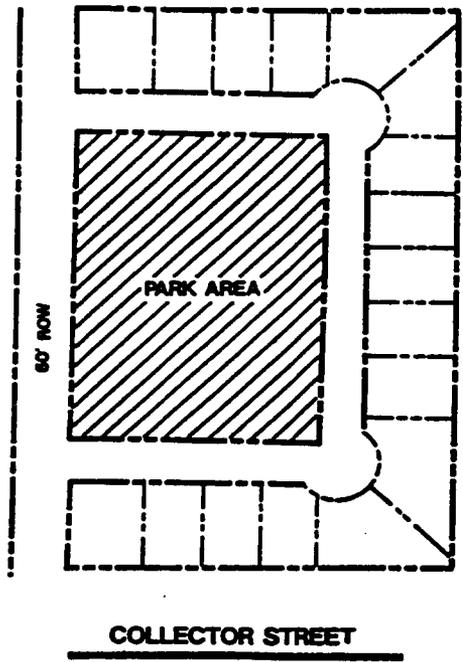
- f. Grading - Site, street or development grading shall conform to the specifications in the city's Erosion and Sedimentation Control Ordinance.

## 5.7 Park Access

- a. General Requirements - Parks should be easy to access and open to public view so as to benefit area development, enhance the visual character of the city, protect public safety and minimize conflict with adjacent land uses. The following guidelines should be used in designing parks and adjacent development:
  - 1. Where physically feasible, parks should be bounded by streets or by other public uses (e.g., school, library, recreation center).
  - 2. Where residential lots must directly abut a park, lots should be oriented so as to side and not back to the park. In this instance, cul de sac and looped streets should be used to access the lots and park (see illustrations). Residential lots should back to a park only when the site's physical character (e.g., shape, topography, drainage) does not reasonably permit an alternative design or the layout of the subdivision complements the use of the park (e.g., lots backing to a golf course).
  - 3. A proposed subdivision adjacent to a park may not be designed to restrict reasonable access to the park from other area subdivisions. Street connections to existing or future adjoining subdivisions may be required to provide reasonable access to parks.
  - 4. Where a nonresidential use must directly abut a park, the use must be separated by a screening wall or fence and landscaping. Access points to the park may be permitted by the Planning & Zoning Commission if public benefit is established.
  - 5. Alleys may abut a park, but they should not be designed to encourage their use as a means of vehicular, bike or pedestrian travel to the park.
- b. Streets abutting a park shall be built in accordance with the thoroughfare plan and the standards of this ordinance; however, the city may require any residential street built adjacent to a park to be constructed to collector width to ensure access and prevent traffic congestion.
  - 1. When park land is acquired, the city shall reserve sufficient land to provide 50% of the right-of-way for abutting streets.

2. The cost of constructing residential streets (pavement width 27 feet) and alleys abutting a park shall be responsibility of the developer. The city shall reimburse the developer 50% of the cost of construction of the portion of any street collector width or greater abutting a park.
3. In all cases, the city shall approve the proposed street alignment fronting on city parks. Developers shall also provide street access to all creeks or drainage ways which are maintained by a homeowner association or dedicated as a drainage and floodway easement to the city.

# PARK ACCESS



## 5.8 Sewage Facilities

- a. Adequate Sewage Facilities - Sanitary sewer facilities serving the subdivision or addition shall connect with the city's sanitary sewer system, and shall conform to the city's Adequate Public Facilities Policies for sewage treatment and collection. Sewers shall be installed to serve each lot and to grades and sizes according to specifications herein identified or referenced.
- b. Design and Construction Requirements - Design of sanitary sewers shall be in accordance with the city's Manual for Design of Water and Sewer Lines. Materials and construction shall conform to the Standard Specifications and Standard Construction Details of the City of Plano. The sanitary sewer system shall conform to the city's sewer studies for the various drainage basins.
- c. Sewage Locations - Sanitary sewers shall be located within street or alley rights-of-way unless topography dictates otherwise. When located in easements on private property, access shall be provided to all manholes. A manhole shall be provided at each street or alley crossing. End lines shall be extended to provide access from street or alley right-of-way when possible.

## 5.9 Water Facilities

- a. Adequate Water Facilities - Water systems serving the subdivision or addition shall connect with the city's water supply and distribution system, and shall conform to the city's Adequate Public Facilities Policies for water supply, treatment and distribution. Water facilities shall be installed to adequately serve each lot and to grades and sized according to specifications herein contained or referenced.
- b. Design and Construction Requirements - Design of water systems shall be in accordance with the Manual for Design of Water and Sewer Lines. Materials and construction shall conform to the Standard Specifications and Standard Construction Details of the City of Plano. The water system shall be in accordance with the city's Master Water Plan.
- c. Fire Hydrants - Fire hydrants and valves shall be required for all subdivisions and additions and shall be located to satisfy the requirements of the Fire Department. Fire hydrants shall be located in accordance with the Manual for Design of Water and Sewer Lines and shall be approved by the applicable fire protection unit. To eliminate future street openings, all underground utilities for fire hydrants, together with the fire hydrants themselves and all other supply improvements shall be installed before any final paving of a street shown on the subdivision plat. Reflective fire hydrant buttons shall be installed in all streets at a point adjacent to fire hydrants. The buttons shall conform to Engineering Department specifications. At corner locations, spotters shall be installed in both streets.

## 5.10 Public and Private Utilities

### a. Easements -

1. The property owner shall be required to furnish all easements and rights-of-way required to serve the development. Where reasonable, utilities should be located within streets or alley rights-of-way. Notwithstanding the above developers may offer easements outside of street and alley rights-of-way. All utility facilities existing and proposed throughout the property shall be shown on the preliminary plat.
2. Easements shall be provided for both municipal and private utilities and must be recorded on the final plat or replat. Municipal easements for water and sanitary sewer shall be a minimum of ten feet in width. Storm sewer easements shall be a minimum of fifteen feet in width. All municipal easements may be wider as determined by the City Engineer depending on the depth and the size of the utility. Private utility easements must be sized by the utility company. Proper coordination shall be established between the property owner and the applicable utility companies for the establishment of utility easements on adjoining properties.
3. When topographical or other conditions are such as to make impractical the inclusion of utilities within the rear of residential lot lines, perpetual unobstructed easements at least ten (10) feet in width shall be provided along selected side lot lines for satisfactory access to the street or rear lot lines. Easements shall be indicated on the plat.
4. Water, sewer or drainage easements shall not straddle lots unless approved by the City Engineer.

b. Damage - The contractor and owner shall be responsible for all damage to existing public improvements caused during construction of new public improvements.

c. Underground Utilities - All utilities, including electrical distribution and communication, shall be installed underground along Type D, E, F, and G thoroughfares and alleys, unless otherwise approved by the City Engineer. Temporary electrical service may be installed above ground adjacent to unplatted property along Type D and E thoroughfares. However, these lines must be placed underground as adjacent property develops. Electrical and/or communication utility lines shall be installed underground in compliance with utility service regulations. Electrical utility service to nonresidential properties from overhead distribution lines shall be placed underground from the right-of-way to the point of service. Developers are encouraged to install all utilities underground on each property.

## 5.11 Neighborhood and Linear Parks

- a. Park Reservation and Dedication - Land for neighborhood and linear parks shall be reserved and dedicated in accordance with the locations specified on the Park Master Plan. ~~Land studies~~Concept plans and preliminary site plans shall be reviewed to determine if land dedications shall be required for neighborhood and linear parks. If land is to be dedicated, the city shall specify the proposed land requirements and the developer shall accommodate the dedication or offer to dedicate an alternative site which reasonably meets the same needs of the city. The Planning & Zoning Commission shall make the final determination of site location and configuration reserved for future dedication on the approved land study concept plan and preliminary site plan. Prior to, or concurrent with, the approval of a preliminary plat, the developer and city shall execute an improvement agreement and reimbursement contract as specified in Section 5.11(e). Specified neighborhood and linear park sites and improvements shall be dedicated to the city upon approval of the final plat and completion and acceptance of the improvements.
- b. Site Criteria - Neighborhood and linear park sites shall be of a suitable size, dimension, topography, and general character to meet the design criteria specified in the comprehensive plan.
- c. Minimum Park Improvements - Unless waived by the Planning & Zoning Commission, neighborhood and linear parks shall be improved by the developer prior to acceptance by the city. The minimum park improvements shall include:
  1. Grading and clearance of unwanted vegetation;
  2. Installation of drainage and stream erosion controls;
  3. Establishment of turf and planting of trees;
  4. Installation of perimeter streets and street lights;
  5. Provision of water and sewer service; and
  6. When required, the installation of hike and bike trails, as follows:
    - (a) Hike and bike trail pavement shall be a minimum of 10 feet in width and constructed in accordance with the Standard Construction Details.
    - (b) The maximum grade allowed for trails is 5%, with the cross-slope not to exceed 1/4 inch per foot, and not less than 1/8 inch per foot.

- (c) Except at intersections, hike and bike trails shall not be placed closer than three (3) feet to a street.
  - (d) The slope of land adjacent to a hike and bike trail shall not exceed 3:1, except where the City Engineer finds no reasonable alternative to a greater slope.
  - (e) Railings may be required at the developer's expense if the adjoining grade of and or obstructions along the trail present safety concerns.
  - (f) A minimum of three (3) feet of level, unobstructed turf area is required on both sides of the trail except where the City Engineer finds no reasonable alternative exists.
  - (g) An engineering plan for the hike and bike trail, including topography, drainage structures, adjacent streets, floodplain location and other information related to the trail design must be submitted and approved by the city prior to release for construction.
  - (h) Barricades and fencing must be maintained during the construction process.
- d. Additional Improvements - The developer may request permission to construct additional park improvements. The Planning & Zoning Commission may approve additional improvements if the proposed improvements are consistent the design criteria and objectives of the Park Master Plan. Additional improvements shall be denied where the Commission determines that the proposed improvements are inconsistent with the Park Master Plan, would impose an unreasonable maintenance responsibility on the city, or are judged to be premature based on service demand.
- e. Improvement Plan and Development Agreement - No improvement shall be made of a proposed park site unless an improvement plan is approved by the city. The plan shall illustrate all proposed improvements and estimate the cost of each improvement (including unit costs where appropriate). Prior to improving the site, the developer and the city must execute subdivision improvement agreement and reimbursement contract defining the work to be performed, construction schedules, improvement costs, performance surety, and the amount to be reimbursed and the timing of such reimbursement. The Parks and Recreation Board of the City of Plano shall review and recommend to the Planning & Zoning Commission the approval, conditional approval, or denial of each park improvement plan.

- f. Completion of Land Dedication and Improvements - Park land shall be dedicated to the city concurrent with the approval and filing of a final plat or replat. All improvements specified in the park improvement plan and development agreement must be completed prior to approval of the final plat, except where future performance is secured by a subdivision improvement agreement as specified in Article IV.
- g. Cost Reimbursement - The city shall reimburse the developer for land and improvement costs for qualified park land dedication and improvements under the terms set forth in the Plano Park Fee Ordinance, Section 1.11 Reimbursement of Developer Contributions.
- h. The city may accept or reject voluntary dedications of land and improvements for public park purposes which are not shown on the Master Park Plan; however, acceptance of such dedications shall not qualify for cost reimbursement.

## 5.12 Public Uses

- a. Reservation of Land - ~~Land studies, P~~preliminary plats and final plats shall reserve land for future public use as designated in the Comprehensive Plan and associated plans for future public facilities and utilities. These uses include, but are not limited to: parks (see Section 5.11), libraries, police and fire stations, pump stations, water storage tanks, and lift stations. Land reserved shall be of a suitable size, dimension, topography, and character for the designated purpose.
- b. Procedure for Reserving Land - All ~~land studies, preliminary~~ plats and final plats shall provide for the necessary reservation of land for future public use as follows:
  - 1. Land Study~~Concept plan/preliminary site plan~~ - All ~~land studies~~concept plans and preliminary site plans shall be reviewed to determine if land reservations are required as specified in Section 5.10 (a). If land is to be reserved, the city shall provide the developer a description of the land to be reserved and any other requirements of the reservation. The city shall specify the proposed use of the land and estimate the time needed to complete the acquisition. The developer shall accommodate the reservation as specified, or may offer to reserve an alternative site(s) which reasonably meets the same needs of the city. Should an alternative be proposed by the developer, the Commission shall determine if the alternative shall be approved. Land shown as to be reserved on an approved concept plan and/or preliminary site plan ~~land study~~ indicates the city's intent to acquire the area reserved at a future time. However, the city is not obligated to acquire land reserved on a concept plan or preliminary site plan ~~land study~~ and may void the reservation at any time.

2. Preliminary Plat and Final Plat - All preliminary and final plats submitted for approval shall continue to reserve sites for public use as designated on approved land studies or concept plans. Boundaries of land reserved for public use may be adjusted subject to the approval of the Commission. The city shall initiate acquisition of any area reserved for public use on a preliminary or final plat within twelve months of the date of approval of the preliminary or final plat, unless the period is extended by the mutual agreement of the city and the developer. The reservation shall be made void if the city fails to initiate acquisition of the area reserved within this period and the area shall be free for development in accordance with these regulations.

### **5.13 Provision of Amenities and/or Storm Water Controls**

- a. Where amenities and/or storm water controls are proposed as a part of a subdivision or addition and are owned and maintained by property owners in common or through an association of property owners, or where the amenities are to be dedicated to the city and are to be maintained publicly or privately through agreement with the city, the city may require the following:
  1. Plans and illustrations of the proposed amenities and/or storm water controls;
  2. Cost estimates of construction, maintenance and operating expenses;
  3. Association documents, deed restrictions, contracts and agreements pertaining to the amenities and/or storm water controls; and
  4. Provision of surety as required for maintenance and other expenses related to the amenities and/or storm water controls.
- b. The design of amenities shall conform to the city's guidelines for residential amenities as adopted by the City Council. The design of the storm water controls shall conform to the standards and specifications of the North Central Texas Council of Government Integrated Storm Water Management manual.
- c. All amenities to be placed on land dedicated to the city, or involving the potential use of public funds for maintenance and operation shall require City Council approval prior to approval of the final plat. The City Council may deny any such amenity at its sole discretion.
- d. All such amenities and/or storm water controls must be completed and in place prior to the City Engineer making an acceptance of the public improvements and prior to final release of Certificate of Occupancy and occupying of residential structures.

- e. Any subdivision creating an area or amenity and/or storm water controls to be owned in common by the owners of lots within the subdivision shall require the establishment of a property owners association prior to the approval of the final plat.
- f. Documents establishing the property owners association shall be submitted to the city for review by the City Attorney for conformance with this and other applicable ordinances prior to approval of a preliminary plat. The documents shall specify:
  - 1. That membership in the association is mandatory for all owners of property within the subdivision;
  - 2. All association responsibilities and property interests.
  - 3. By-laws related to the governance of the association.
  - 4. Covenants for maintenance assessments which run with the land;
  - 5. Responsibility for liability insurance and local taxes;
  - 6. Authority for the association to secure funds from its members sufficient to meet its responsibilities. This authority shall include the ability to collect dues, to increase dues, charge special assessments and place liens against property for failing to pay dues and assessments;
  - 7. Other city requirements as applicable.
- g. Notice to Purchasers - Builders are required to post notice in a prominent place in all model homes, sales offices and on all open space areas larger than 20,000 square feet stating that a property association has been established and membership is mandatory for all property owners. The notice shall state at a minimum that the builder shall provide any person upon their request the association documents and a five year projection of dues income and association expenses.
- h. Maintenance Reserve Fund - Prior to the transfer of the association to the lot owners, the developer must provide a reserve fund equivalent to two months' dues based on full association membership.
- i. Property Association Activation - Concurrent with the transfer of the association the developer must transfer to the association control over all utilities related to property and amenities and/or storm water controls to be owned by the association. The developer must also disclose to the association the total cost

to date related to the operation and maintenance of common property and amenities\_and/or storm water controls.

**5.14 The Following Design Standards and Specifications are Incorporated by Reference into this Ordinance:**

Water & Sewer Design Manual  
Standard Construction Details  
Standard Specifications for Public Works Construction  
with City of Plano Special Provisions  
Thoroughfare Standards Ordinance  
Flood Damage Prevention Ordinance  
Erosion Control Ordinance  
Storm Drainage Design Manual

## **ARTICLE VI. PARTICIPATION AND ESCROW POLICIES**

### **6.1 Participation Policies**

- a. City's Share of Improvement Costs - The city shall participate in the costs of public improvements which are not for the primary benefit of the development and which have been oversized to serve developments other than for which the plat has been submitted for approval, only to the extent and according to the standards stated in this article and pursuant to the procedures herein set forth and only if an Improvement Agreement is entered into between the city and owner as provided in these regulations which conforms to the requirements of Article 2368a Section 2c, Vernon's Annotated Civil Statutes, as amended, and as later codified in the local government code.
  
- b. Owner's Responsibility -
  1. The property owner shall be responsible for the entire costs of designing and installing all public improvements which primarily serve the subdivision or addition. Facilities required by these regulations, unless listed in Section 6.2, shall be considered as primarily serving the subdivision or addition unless otherwise determined by the city.
  2. The property owner shall also be responsible for its share of the costs of oversized or offsite public improvements needed to assure adequacy of public facilities and services for the addition or subdivision, subject to participation and escrow policies contained in this article.
  3. The property owner shall be responsible for extending streets, water, sewer or drainage facilities offsite to his property as required by the Commission and/or required to ensure adequacy of public facilities.
  4. Should the subdivision or addition abut an existing water or sanitary sewer line installed by someone other than the city, the owner shall pay to the city a "Developers Liability" charge to be refunded to the original installer of the line, as prescribed in the Pro-Rata Ordinance of the city.
  5. Should a lift station, either temporary or permanent, be necessary to provide a sanitary sewer service to the subdivision or addition, the property owner shall construct the station and all appurtenances, at his own expense. If and when the lift station is no longer needed, the installation will, unless other provisions are made, remain the property of the City of Plano for reuse or disposal. A "Developers Liability" charge for such lift stations and appurtenances may be established as prescribed in the Pro-Rata Ordinance of the city.

## 6.2 Facilities Eligible for City Participation

The city shall participate in the costs of installing public improvements according to the following schedule:

- a. The city shall reimburse the property owner or developer for 100% of the following costs:
  1. Costs of paving streets and thoroughfares for the portion of the width of pavement exceeding thirty-seven (37) feet for internal streets and eighteen and one-half (18.5) feet (per side) for divided thoroughfares. Costs include those for pavement, lime stabilization and excavation to a depth equal to the distance from the top of the curb to the top of stabilized subgrade for that width of street paving wider than thirty-seven (37) feet or eighteen and one-half (18.5) feet on each side in the case of a divided thoroughfare.
  2. Paving costs for streets and thoroughfares for that portion of the required paving thickness exceeding eight (8) inches, except where thicker pavement is required by the Texas Department of Transportation (TxDOT) and the Dallas Area Rapid Transit (DART).
  3. The costs of left-turn lanes and median openings on Type "D" or wider thoroughfares intersecting Type "D" or wider thoroughfares.
  4. Costs of that portion of grade-separated intersections which require paving in excess of thirty-seven (37) feet in width (18.5 feet per side).
  5. Costs of installing conduit and pullboxes for street lights and traffic signals along Type D or wider thoroughfares.
  6. A portion of the costs of all water or sanitary sewer pipelines larger than twelve (12) inches, subject to the provisions of the city's pro rata ordinance. City participation shall be based upon the difference in cost between a standard twelve (12) inch diameter pipeline and the size pipeline actually installed, including embedment, manholes, special fittings and other appurtenances necessary for complete sanitary sewer pipeline installation.
- b. The city shall reimburse the property owner or developer twenty-five percent (25%) of the following costs:
  1. Street crossings (bridges or culverts), for residential developments, with an opening larger than that of a double seventy-two (72) inch pipe culvert. The cost of the structure shall be based on a standard, basic culvert or bridge including headwall or rip-rap, if required by the City Engineer, for erosion control.

2. That portion of storm sewers, for residential developments, exceeding seventy-two (72) inches in diameter. The Commission shall have the option of limiting the city's participation for a developer's request for extensive underground storm sewer systems to the cost of pilot channel participation, as would be required if the developer were to provide for an open channel drainage system.
  3. The costs of constructing a pilot channel lining, for residential developments, if approved by the City Engineer pursuant to Section 5.6.
  4. Costs of constructing railroad crossings and signals, which are charged by the Railroad Company. The remaining seventy-five percent (75%) of the costs shall be borne equally by the owners of the four quadrants of the intersection of the street and the railroad.
- c. The city shall reimburse the property owner or developer ten percent (10%) of the following costs:
1. Street crossings (bridges or culverts), for nonresidential developments, with an opening larger than that of a double seventy-two (72) inch pipe culvert. The cost of the structure shall be based on a standard, basic culvert or bridge including headwall or rip-rap, if needed, for erosion control.
  2. That portion of storm sewers, for nonresidential developments, exceeding double seventy-two (72) inches in diameter. The Commission shall have the option of limiting the city's participation for a developer's request for extensive underground storm sewer systems to the cost of pilot channel participation, as would be required if the developer were to provide for an open channel drainage system.
  3. The costs of constructing a pilot channel lining, for nonresidential developments, if approved by the City Engineer pursuant to Section 5.6.

### **6.3 Limitation and Exceptions**

Notwithstanding Section 6.2, the city shall not participate in the following costs:

- a. Those portions of the costs of any public improvements not expressly described in Section 6.2.
- b. Costs of clearing and grubbing for streets and thoroughfares.
- c. Costs of constructing streets built wider than called for in the Thoroughfare Plan.

- d. Costs of lights, decorative finishes or other similar expenses, unless required by the City Engineer.
- e. Costs of pipe or box culvert, headwalls, regardless of size, or the costs of retention/detention ponds or slope protection, except rip-rap under a bridge.
- f. Costs of detours, pavement transitions and cross-overs.
- g. Costs of relocating or adjusting private utility company facilities.
- h. When reimbursing the property owner or developer pursuant to this Article, the City of Plano shall pay a maximum of 6% of the city's participation cost for engineering fees, which includes surveying, construction staking and supervision, and the city shall not be responsible for any other incidental expenses or costs.
- i. Costs of underground box culverts not required by City of Plano.

#### **6.4 Procedures for City Participation**

- a. Definitions - For purpose of Article VI, the following terms shall have the following meanings:
  - 1. Contiguity - The term "contiguous" shall mean that the reimbursable improvements are within the boundaries of, or abutting the perimeter of, a developed subdivision or addition.
  - 2. Developed Subdivision or Addition - Property for which a final plat has been filed for record in the county in which the property is located, and the public improvements required by the city have been installed by the property owner and have been accepted by the city.
- b. Application for Participation - In order to initiate a reimbursement request, the owner must establish a front foot oversize cost for the reimbursable public improvements. Requests for reimbursement to the owner of cost of oversize paving, drainage, water and sanitary sewer mains shall include the owner's name and mailing address. The request must include as-built drawings showing the reimbursable items, a copy of the contractor's bid for construction, final payment with quantities and unit costs, oversize calculations for all reimbursement items, and a project location map.
- c. Precondition to Processing Request - Participation requests will be processed after the public improvements are accepted by the city. Reimbursement requests for onsite oversizing will be processed in the order of their receipt and subject to City Council approval as appropriate. Requests exceeding funds available shall be scheduled for payment as a part of the next year's capital

improvements program, subject to available funding. However, all oversize participation shall be refunded no later than five years following the date of final acceptance of the public infrastructure improvements. In the case of offsite public improvements, participation will be processed after a development is accepted which contains or abuts the offsite improvements. All participation will be made in accordance with Paragraph (d) of this section.

- d. City Engineer Determination - The City Engineer shall determine the city's participation in the cost of public improvements, in accordance with the criteria in Section 6.1 through 6.3. Payments shall be allocated to a development on a front foot basis and shall be made as follows:
  1. As property is platted and developed adjacent to the offsite public infrastructure improvements, the city will reimburse oversize costs for that portion contiguous to the property. Oversize costs will be reimbursed to the initial developer after final acceptance by the city of the public improvements. Oversize reimbursement will not be made with filing of a conveyance plat.
  2. Reimbursement funds for the city's share of the public infrastructure improvements will be as scheduled in the Annual Capital Improvements Program. However, all oversize participation shall be refunded no later than five years following the date of final acceptance of the public infrastructure improvements.
- e. Funding - The city will annually prepare a capital improvement program, a component of which will generally identify funds for payment of oversize participation. Funds will be designated individually from the appropriate source for both street and drainage and water and wastewater projects. Requests in excess of available funding will be deferred for future allocations.

## 6.5 Escrow Policies and Procedures

- a. Deposit with City - Whenever the city agrees to accept escrow deposits in lieu of construction by the owner of the property under these regulations, the property owner or developer shall deposit an amount equal to his share of the costs of design and construction in escrow with the city. Such amount shall be paid prior to release of construction plans by the City Engineer. In lieu of such payment at such time, the city may permit the property owner to contract with the city and shall agree in such contract that no building permit shall be issued for any lot included within said plat, or increment thereof, until the full amount of the escrow is paid, or a pro rata part thereof for the full increment if developed incrementally. The obligations and responsibilities of the property owner shall become those of property owner's transferees, successors and assigns; and the liability therefore shall be joint and several.

- b. Determination of Escrow Amount - The amount of the escrow shall be determined by using the average of the comparable bids awarded by the city in the preceding six (6) months or, if none exist, then in the preceding year or, if none exists current market value of construction as determined by an estimate by the City Engineer. Such determination shall be made as of the time the escrow is due here under.
- c. Termination of Escrow - Escrows which have been placed with the city under this section which have been held for a period of ten (10) years from the date of such payment or agreement, in the event that the city has not authorized the preparation of plans and specifications for construction of such roadway facilities for which the escrow was made, shall upon written request be returned to the property owner, with accrued interest. Such return does not remove any obligations of the owner for construction of the required facilities if a building permit has not been issued on the subject lot or if a new building permit is applied for.
- d. Refund - If any street or highway for which escrow is deposited for, is constructed, or is reconstructed by another governmental authority at no cost to the city, the escrowed funds and accrued interest shall be refunded to the property owner or developer after completion and acceptance of the public improvements. In the event that a portion of the cost is borne by the city and the other portion of the cost by another governmental authority, the difference between the owner's actual proportionate cost and the escrowed funds, including accrued interest, if any, shall be refunded after completion and acceptance of the improvements.
- e. Interest Limitation - If money is refunded within six months of deposit, only the principal will be refunded. Monies returned after this date will be refunded with interest accrued, calculated at 1% less than the rate of actual earnings.

## **6.6 Payment of Fees, Charges and Assessments**

As a condition of plat approval, the property owner shall pay all fees, charges and assessments required to assure adequacy of public facilities to the subdivision or addition, as may be imposed under these or other regulations of the city.

## ARTICLE VII. REPLATTING PROCEDURES

### 7.1 Replatting of Land

- a. Replat Required - Unless otherwise expressly provided for herein, a property owner who proposes to replat any portion of an already approved final plat, other than to amend or vacate the plat, must first obtain approval for the replat under the same standards and by the same procedures prescribed for the platting of land by these regulations. ~~The Director of Planning may waive or modify requirements for a land study under circumstances where the previously approved land study is sufficient to achieve the purposes set forth in Article III.~~
- b. Replatting Without Vacating Preceding Plat - A replat of a final plat or portion of a final plat may be recorded and is controlling over the preceding plat without vacation of that plat if the replat:
  1. Is signed and acknowledged by only the owners of the property being replatted;
  2. Is approved, after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard, by the Commission and
  3. Does not attempt to amend or remove any covenants or restrictions previously incorporated in the final plat.
- c. Additional Requirements for Certain Replats -
  1. In addition to compliance with Subsection (b), a replat without vacation of the preceding plat must conform to the requirements of this section if:
    - (a) During the preceding five years, any of the area to be replatted was limited by an interim or permanent zoning classification to residential use for not more than two residential units per lot; or
    - (b) Any lot in the preceding plat was limited by deed restrictions to residential use for not more than two residential units per lot.
    - (c) Compliance with this Subsection (c) is not required for approval of a replat of part of a preceding plat if the area to be replatted was designated or reserved for other than single or duplex family residential use by notation on the last legally recorded plat or in the legally recorded restrictions applicable to the plat.
  2. Notice of the hearing required under Subsection (b) shall be given before the 15th day before the date of the hearing by publication in an official newspaper or a newspaper of general circulation in the county and by

written notice, with a copy of Subsection (c) attached, forwarded by the Commission to the owners, as indicated on the most recently approved ad valorem tax roll of the city, of property in the original subdivision within 200 feet of the property upon which the replat is requested. The written notice may be delivered by depositing the notice, properly addressed with postage prepaid, in a post office or postal depository within the boundaries of the city.

3. If the proposed replat requires a variance, and the owners of 20 percent or more of the area of lots to whom notice is required to be given under Subsection (b) file with the Commission a written protest of the replatting before or at the hearing, approval of the replat will require the affirmative vote of three-fourths of the Commission members present. In computing percentages of ownership, each lot is considered equal to all other lots regardless of size or number of owners, and the owners of each lot are entitled to cast only one vote per lot. The area of streets and alleys shall be included in computing the percentage of land area.
4. Any replat which adds or deletes lots must include the original lot boundaries.

## **7.2 Amending Plats**

- a. The Director of Planning, or his/her designee, may, upon petition of the property owner or developer, approve and issue an amending plat which is signed by the applicants only unless otherwise required to the contrary and which is for one or more of the purposes set forth in this section, and such approval and issuance shall not require notice, hearing, or approval of other lot owners. This subsection shall apply only if the sole purpose of the amending plat is: (Ordinance # 96-1-31)
  1. To correct an error in any course or distance shown on the prior plat;
  2. To add any course or distance that was omitted on the prior plat;
  3. To correct an error in the description of the real property shown on the prior plat;
  4. To indicate monuments set after death, disability, or retirement from practice of the surveyor charged with responsibilities for setting monuments;
  5. To show the proper location or character of any monument which has been changed in location or character or which originally was shown at the wrong location or incorrectly as to its character on the prior plat;

6. To correct any other type of scrivener or clerical error or omission as previously approved by the city Planning & Zoning Commission or City Council; such errors and omissions may include, but are not limited to, lot numbers, acreage, street names, and identification of adjacent recorded plats;
  7. To correct an error in courses and distances of lot lines between two adjacent lots where both lot owners join in the application for plat amendment and neither lot is abolished, provided that such amendment does not attempt to remove recorded covenants or restrictions and does not have a material adverse effect on the property rights of the other owners in the plat;
  8. To relocate a lot line in order to cure an inadvertent encroachment of a building or improvement on a lot line or on an easement;
  9. To relocate one or more lot lines between one or more adjacent lots where the owner or owners of all such lots join in the application for the plat amendment, provided that such amendment does not:
    - (a) Attempt to remove recorded covenants or restrictions; or
    - (b) Increase the number of lots.
  10. To make necessary changes to the prior plat to create six or fewer lots in the subdivision or addition or a part of the subdivision or addition covered by the prior plat if:
    - (a) The changes do not affect applicable zoning and other regulations of the city;
    - (b) The changes do not attempt to amend or remove any covenants or restrictions; and
    - (c) The area covered by the changes is located in an area that the Commission has approved, after a public hearing, as a residential improvement area.
- b. Procedures - Amending plats shall be processed using procedures for conveyance plats set forth in Article III of these regulations.

### 7.3 Plat Vacation

- a. By Property Owner - The property owner of the tract covered by a plat may vacate, upon the approval of the Commission, the plat at any time before any lot in the plat is sold. The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is approved and recorded in the manner prescribed for the original plat.
- b. By All Lot Owners - If lots in the plat have been sold, the plat may be vacated on the application of all the owners of lots in the plat with approval obtained in the manner prescribed for the original plat.
- c. Criteria - The Commission shall approve the petition for vacation on such terms and conditions as are reasonable to protect public health, safety and welfare. As a condition of vacation of the plat, the Commission may direct the petitioners to prepare a revised final plat in accordance with these regulations.
- d. Effect of Action - On the execution and recording of the vacating instrument, the vacated plat shall have no effect. Regardless of the Commission's action on the petition, the property owner or developer will have no right to a refund of any monies, fees or charges paid to the city nor to the return of any property or consideration dedicated or delivered to the city except as may have previously been agreed to by the Commission.
- e. Government Initiated Plat Vacation -
  1. General Conditions - The Commission, on its motion, may vacate the plat of an approved subdivision or addition when:
    - (a) No lots within the approved plat have been sold within five (5) years from the date that the plat was signed by the Chairman of the Commission;
    - (b) The property owner has breached an improvement agreement and the city is unable to obtain funds with which to complete construction of public improvements, except that the vacation shall apply only to lots owned by the property owner or its successor;
    - (c) The plat has been of record for more than five (5) years and the Commission determines that the further sale of lots within the subdivision or addition presents a threat to public health, safety and welfare, except that the vacation shall apply only to lots owned by the property owner or its successors.

2. Procedure - Upon any motion of the Commission to vacate the plat of any previously approved subdivision or addition, in whole or in part, the Commission shall publish notice in a newspaper of general circulation in the county and provide personal notice to all property owners within the subdivision or addition and shall also provide notice to the City Council. The notice shall state the time and place for a public hearing on the motion to vacate the subdivision or addition plat. The Commission shall approve the vacation only if the criteria in Section 7.3(d) are satisfied.
3. Record of Notice - If the Commission adopts a resolution vacating a plat in whole, it shall record a copy of the resolution in the County Clerk's Office. If the Commission adopts a resolution vacating a plat in part, it shall cause a revised final plat to be recorded which shows that portion of the original plat that has been vacated and that portion that has not been vacated.

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

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE SUBDIVISION ORDINANCE OF THE CITY OF PLANO, AS HERETOFORE AMENDED, BY AMENDING INTRODUCTION AND PROCEDURAL OVERVIEW, ARTICLE I (GENERAL PROVISIONS), ARTICLE II (DEFINITIONS), ARTICLE III (PLATTING PROCEDURES), ARTICLE IV (ASSURANCE FOR COMPLETION AND MAINTENANCE OF IMPROVEMENTS), ARTICLE V (REQUIREMENTS FOR PUBLIC IMPROVEMENTS, RESERVATION AND DESIGN), AND ARTICLE VII (REPLATTING PROCEDURES) OF THE SUBDIVISION ORDINANCE OF THE CITY OF PLANO, 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, 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 Subdivision 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 26th day of May, 2009, for the purpose of amending Introduction and Procedural Overview, Article I (General Provisions), Article II (Definitions), Article III (Platting Procedures), Article IV (Assurance for Completion and Maintenance of Improvements), Article V (Requirements for Public Improvements, Reservation and Design), and Article VII (Replatting Procedures) of the Subdivision Ordinance of the City of Plano, 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, and

**WHEREAS**, the City Secretary of Plano accordingly caused to be issued and published the notices required by 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 Plano, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid amending Introduction and Procedural Overview, Article I (General Provisions), Article II (Definitions), Article III (Platting Procedures), Article IV (Assurance for Completion and Maintenance of Improvements), Article V (Requirements for Public Improvements, Reservation and Design), and Article VII (Replatting Procedures) of the Subdivision Ordinance of the City of Plano, 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, on the 26th day of May, 2009; and

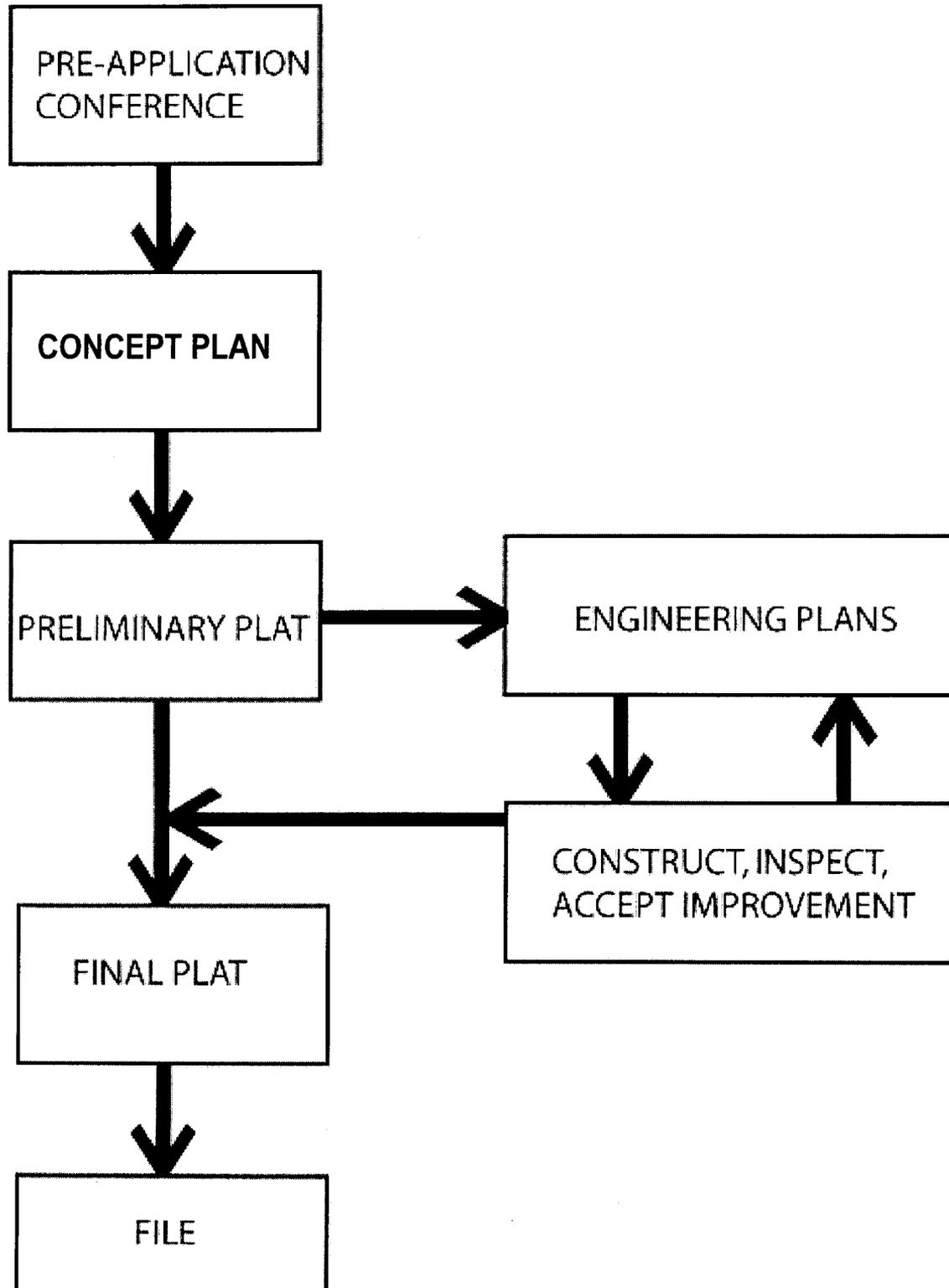
**WHEREAS**, the City Council is of the opinion and finds that such amendments to the City of Plano Subdivision Ordinance would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected 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.** Introduction and Procedural Overview of the Subdivision Ordinance of the City of Plano is hereby further amended 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, such portion to read as follows:

1. Major Subdivision Approval Process - The approval process for a major subdivision typically begins with the preparation of a concept plan. This plan establishes a general schematic for the site development, primarily focusing on vehicular access and circulation. Concept plans may be used to separate large properties into parts for phasing site planning and development. A concept plan may be as simple as a plan defining the location of arterial or collector streets shown on the city's thoroughfare plan. However, a concept plan may also show the preliminary layout of local streets and lots. Approval of a concept plan showing the proposed street and lot layout is required prior to the submittal of a preliminary plat for a residential subdivision. Concept Plans may be used to define a phasing plan for the development of property. In this case, areas proposed for immediate development will be more detailed than future phases of the development. Concept Plans for multi-phased projects may be amended and refined as subsequent phases are ready to proceed through the subdivision approval process.
  
4. Review Time - Preliminary plats, final plats and conveyance plats will be acted on within 30 days of filing. All plats not acted upon within this time frame will be considered approved. Minor plats may be processed in a shorter period, since they only require staff approval. All other approvals require the action of the Planning & Zoning Commission.

# SUBDIVISION PROCESS



**Section II.** Article III (Platting Procedures) of the Table of Contents of the Subdivision Ordinance of the City of Plano is hereby further amended to delete Section 3.2 (Land Study) and renumber the remaining sections accordingly.

**Section III.** Section 1.11 (Variances) and Section 1.12 (Waivers from Development Exactions) of Article I (General Provisions) of the Subdivision Ordinance of the City of Plano is hereby further amended 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, such portions to read as follows:

#### 1.11 Variances

- c. Procedures - A petition for a variance shall be submitted in writing by the property owner at the time when the conveyance plat, preliminary plat or final plat is filed for the consideration of the Commission. The petition shall state fully the grounds for the application and all of the facts relied upon by the petitioner.

#### 1.12 Waivers from Development Exactions

The property owner or applicant for preliminary plat approval may file a petition for relief from a dedication or construction requirement that is applied or imposed as a condition of approval of a conveyance plat, preliminary plat or final plat. Waiver requests shall be considered in accordance with the following procedures:

- a. Petition for Relief - The property owner or applicant must submit a written petition for relief to the Planning Department at least 10 days prior to the Planning & Zoning Commission's consideration of a conveyance plat, preliminary plat, or final plat. The petition shall set forth the reasons for the waiver request and must indicate the dedication and/or construction requirements for which relief is being requested. An applicant may also submit a petition for relief from conditions of plat approval added by the Commission in its consideration of a conveyance plat, preliminary plat or final plat. This petition must be submitted no later than 10 days following the Commission's action.

**Section IV.** Section 2.2 (Words and Terms Defined) of Article II (Definitions) of the Subdivision Ordinance of the City of Plano is hereby further amended by adding a new definition for concept plan and deleting the land study definition, and renumbering the definitions accordingly.

- i. Concept Plan - A plan establishing a general schematic for site development, primarily focusing on vehicular access and circulation. Concept plans may be used to separate large properties into parts for phasing site planning and development.

**Section V.** Section 3.1 (General) of Article III (Platting Procedures) of the Subdivision Ordinance of the City of Plano is hereby further amended 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, such portion to read as follows:

3.1 General

a. Classification of Subdivision and Additions

2. Major subdivisions involve the creation of new streets, the extension of municipal facilities or the creation of more than four lots. Major subdivisions may be approved for residential and nonresidential properties. Conveyance plats are considered major subdivisions if they create more than four lots or involve the creation of new streets or the extension of municipal facilities. The procedure for approving a major plat typically requires two steps: preliminary plat and final plat. A concept plan or preliminary site plan that contains sufficient information to provide for the proper coordination of the development may be required.

d. Statutory Compliance Procedure - The Director shall place the application on a scheduled meeting of the Commission prior to the expiration of thirty (30) days following the official submission date. The Commission shall approve or disapprove the application, or identify requirements which must be satisfied prior to approval of the application, at the meeting. If the Commission fails to approve or disapprove (disapproval includes the identification of requirements to be satisfied prior to approval) an application within 30 days of the official submission date, the application shall be deemed approved. However, the identification of requirements by the Commission, (at a scheduled meeting of the Commission prior to thirty (30) days following the official submission date) which remain to be satisfied prior to plat approval, shall constitute disapproval of the application for purposes of statutory compliance only. Unless the Commission unconditionally disapproves the plat application within such period, the city shall continue to process the application for compliance with these regulations. The Commission may not table a preliminary plat, final plat, and conveyance plat, but may request the applicant to withdraw. These items must be withdrawn by the applicant if the applicant is not ready to proceed. The applicant may resubmit the project with no additional fees if it is rescheduled within 60 days of the date of withdrawal. The Commission shall consider the application within 30 days.

e. Fees, Application Forms, and Procedures - City Council shall establish a schedule of fees as required to recoup costs related to the administration of this ordinance. The Director may establish procedures, forms and standards with regard to the content, format and number of copies of information constituting an application for a preliminary plat, conveyance plat, replat, vacation of plat or final plat.

- f. Extraterritorial Jurisdiction - Land in the city's extraterritorial jurisdiction is subject to platting, as provided by law, except that the Planning & Zoning Commission may rule that platting is not required in some instances. The approval of a plat for land within the extraterritorial jurisdiction does not constitute approval of land use. Properties incorporated subsequent to platting are subject to the city's zoning authority.

**Section VI.** Section 3.2 (Land Study) of Article III (Platting Procedures) of the Subdivision Ordinance of the City of Plano is hereby further amended by deleting the entire section, and renumbering the remaining sections accordingly.

**Section VII.** Section 3.2 (Preliminary Plat), Section 3.3 (Amendments to Preliminary Plat), Section 3.4 (Extension and Reinstatement Procedure), Section 3.6 (Conveyance Plats), Section 3.7 (Development Plat), and Section 3.8 (Appeals to Council) of Article III (Platting Procedures) of the Subdivision Ordinance of the City of Plano is hereby further amended 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, such portions to read as follows:

### 3.2 Preliminary Plat

- a. Purpose - The purpose of the preliminary plat is to allow the Commission and/or the City Council to evaluate the proposed plat for conformity with requirements and conditions identified at the time of concept plan, preliminary site plan, or conveyance plat approval and to evaluate construction plans for public improvements or to provide adequate security for construction of the same.
- c. Application Procedure and Requirements - On forms approved by the city, the applicant shall file for approval of a preliminary plat, which conforms substantially with the concept plan, preliminary site plan, or conveyance plat submitted by the applicant. The plat shall be prepared by or under the supervision of a registered public surveyor in the State of Texas and shall bear his seal, signature and date on each sheet. The payment of all applicable fees shall be required at the time of submission.
1. Pre-Application Conference - Before preparing the preliminary plat, the applicant shall schedule an appointment and meet with the staff of the Planning and Engineering Departments. The purposes of the pre-application conference are to review the proposed development with regard to storm water quality and quantity goals of Plano's TPDES permit; to discuss the procedures for approval of the plat and the requirements as to general layout of streets and/or reservations of land, street improvements, drainage, sewerage, fire protection, and similar matters, as well as the availability of existing services; and to discuss application procedures and submittal requirements.

### 3. Standards for Approval

- (a) The plat substantially conforms with the approved concept plan, preliminary site plan, conveyance plat or other study as provided in Section 3.2(b).
5. Approval Procedure - After review of the preliminary plat, the report and recommendations of the Director concerning the preliminary plat and the application, the report and recommendation of the City Engineer on the construction plans, and any exhibits submitted at a public meeting, the applicant shall be advised of any required changes and/or additions. The Commission shall approve or disapprove the preliminary plat. One (1) copy of the proposed preliminary plat shall be returned to the owner with the date of approval, conditional approval or disapproval and the reasons therefore accompanying the plat. If the Commission disapproves the proposed preliminary plat, the applicant may execute an appeal in the manner prescribed in Section 3.9.
7. Lapse of Preliminary Plat Approval - The approval of a preliminary plat shall be effective for a period of two (2) years from the date that the preliminary plat is approved by the Commission or the Council, at the end of which time the applicant must have submitted and received approval for a final plat. If a final plat is not submitted and approved within two (2) years, the preliminary plat approval shall be null and void, and the applicant shall be required to submit a new plat for review subject to the then existing zoning restrictions and subdivision regulations. (See Section 3.5 concerning extensions and reinstatement of approval.)

### 3.3 Amendments to Preliminary Plat

- a. At any time following the approval of a preliminary plat, and before the lapse of such approval, a property owner may request an amendment. The rerouting of streets, addition or deletion of alleys, or addition or deletion of more than 10% of the approved number of lots shall be considered a major amendment. The adjustment of street and alley alignments, lengths, and paving details; the addition or deletion of lots within 10% of the approved number and the adjustment of lot lines shall be considered minor amendments.
- b. The Director may approve or disapprove a minor amendment. Disapproval may be appealed to the Commission under the terms of Section 3.1. Major amendments may be approved by the Commission at a public meeting in accordance with the same requirements for the approval of a preliminary plat.

### 3.4 Extension and Reinstatement Procedure

- a. Sixty days prior to or following the lapse of approval for a preliminary plat, conveyance plat, or final plat as provided in these regulations, the property owner may petition the Commission to extend or reinstate the approval. Such petition shall be considered at a public meeting of the Commission.
- d. The approval of a preliminary plat or the approval of a final plat for a portion or phase of a preliminary plat, shall not automatically affect the expiration of approval of the preliminary plat as it pertains to the balance of the property. Extensions and reinstatement of a preliminary plat, conveyance plat, or final plat may be approved under the provisions of this section.

### 3.6 Conveyance Plats

c. Application Procedure and Requirements -

1. Pre-Application Conference - Before preparing the conveyance plat, the applicant shall schedule an appointment and meet with the staff of the Planning and Engineering Departments. The purposes of the pre-application conference are to review the proposed development with regard to storm water quality and quantity goals of Plano's TPDES permit; to discuss the procedures for approval of the plat and the requirements as to general layout of streets and or reservations of land, street improvements, drainage, sewerage, fire protection, and similar matters, as well as the availability of existing services; and to discuss application procedures and submittal requirements.

3. Standard for Approval -

- (b) Reservation of Rights-of-Way - Conveyance plats must provide for the reservation of future rights-of-way of planned roadways. Right-of-way reservation acknowledges the future obligation to dedicate right-of-way for public thoroughfares and streets specified on the city's Major Thoroughfare Plan or approved concept plan. Reservation of right-of-way does not grant any right or interest in the property to the city or other entity. The final alignment may be adjusted upon final platting in order to meet engineering design standards.

### 3.7 Development Plat

- b. Before preparing the development plat, the applicant shall schedule an appointment and meet with the staff of the Planning and Engineering Departments. The purposes of the pre-application conference are to review the proposed development with regard to storm water quality and quantity goals of Plano's TPDES permit; to discuss the procedures for approval of the plat and the requirements as to general layout of streets and/or reservations of

land, street improvements, drainage, sewerage, fire protection, and similar matters, as well as the availability of existing services; and to discuss application procedures and submittal requirements.

### 3.8 Appeals to Council

The applicant, Director, or two members of City Council may appeal the decision of the Commission with regard to a preliminary plat, final plat, replat, conveyance plat or variance by filing a Notice of Appeal in the office of the Director, no later than ten (10) days after the date on which the Commission notifies the applicant of its decision. Such notification may take place by means of an oral ruling by the Commission at a public meeting. Written notice of any appeal shall be sent to the property owner. The Notice of Appeal shall set forth in clear and concise fashion the basis for the appeal. The Council shall consider the appeal at a public meeting no later than 45 days after the date on which the Notice of Appeal is filed. The Council may affirm, modify, or reverse the decision of the Commission and may, where appropriate, remand the plat or variance request to the Commission for further proceedings consistent with Council's decision.

**Section VIII.** Section 4.1 (Improvements and Subdivision Improvement Agreement) of Article IV (Assurance for Completion and Maintenance of Improvements) of the Subdivision Ordinance of the City of Plano is hereby further amended 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, such portion to read as follows:

- f. Acceptance of Dedication Offers - Acceptance of formal offers of dedication of street, public areas, easements, and parks shall be by authorization of the City Engineer. The approval by the Commission of a plat, whether conveyance, preliminary or final shall not in of itself be deemed to constitute or imply the acceptance by the city of any street, easement, or park shown on plat. The Commission may require the plat to be endorsed with appropriate notes to this effect.

**Section IX.** Section 5.11(Neighborhood and Linear Parks) and Section 5.12 (Public Uses) of Article V (Requirements for Public Improvements, Reservation and Design) of the Subdivision Ordinance of the City of Plano is hereby further amended 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, such portions to read as follows:

#### 5.11 Neighborhood and Linear Parks

- a. Park Reservation and Dedication - Land for neighborhood and linear parks shall be reserved and dedicated in accordance with the locations specified on the Park Master Plan. Concept plans and preliminary site plans shall be reviewed to determine if land dedications shall be required for neighborhood

and linear parks. If land is to be dedicated, the city shall specify the proposed land requirements and the developer shall accommodate the dedication or offer to dedicate an alternative site which reasonably meets the same needs of the city. The Planning & Zoning Commission shall make the final determination of site location and configuration reserved for future dedication on the approved concept plan and preliminary site plan. Prior to, or concurrent with, the approval of a preliminary plat, the developer and city shall execute an improvement agreement and reimbursement contract as specified in Section 5.11(e). Specified neighborhood and linear park sites and improvements shall be dedicated to the city upon approval of the final plat and completion and acceptance of the improvements.

### 5.12 Public Uses

- a. Reservation of Land - Preliminary plats and final plats shall reserve land for future public use as designated in the Comprehensive Plan and associated plans for future public facilities and utilities. These uses include, but are not limited to: parks (see Section 5.11), libraries, police and fire stations, pump stations, water storage tanks, and lift stations. Land reserved shall be of a suitable size, dimension, topography, and character for the designated purpose.
- b. Procedure for Reserving Land - All preliminary plats and final plats shall provide for the necessary reservation of land for future public use as follows:
  1. Concept plan/preliminary site plan - All concept plans and preliminary site plans shall be reviewed to determine if land reservations are required as specified in Section 5.10 (a). If land is to be reserved, the city shall provide the developer a description of the land to be reserved and any other requirements of the reservation. The city shall specify the proposed use of the land and estimate the time needed to complete the acquisition. The developer shall accommodate the reservation as specified, or may offer to reserve an alternative site(s) which reasonably meets the same needs of the city. Should an alternative be proposed by the developer, the Commission shall determine if the alternative shall be approved. Land shown as to be reserved on an approved concept plan and/or preliminary site plan indicates the city's intent to acquire the area reserved at a future time. However, the city is not obligated to acquire land reserved on a concept plan or preliminary site plan and may void the reservation at any time.
  2. Preliminary Plat and Final Plat - All preliminary and final plats submitted for approval shall continue to reserve sites for public use as designated on approved land studies or concept plans. Boundaries of land reserved for public use may be adjusted subject to the approval of the Commission. The city shall initiate acquisition of any area reserved for public use on a preliminary or final plat within twelve months of the date of approval of the

preliminary or final plat, unless the period is extended by the mutual agreement of the city and the developer. The reservation shall be made void if the city fails to initiate acquisition of the area reserved within this period and the area shall be free for development in accordance with these regulations.

**Section X.** Section 7.1(Replatting of Land) of Article VII (Replatting Procedures) of the Subdivision Ordinance of the City of Plano is hereby further amended 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, such portion to read as follows:

### 7.1 Replatting of Land

- a. Replat Required - Unless otherwise expressly provided for herein, a property owner who proposes to replat any portion of an already approved final plat, other than to amend or vacate the plat, must first obtain approval for the replat under the same standards and by the same procedures prescribed for the platting of land by these regulations.

**Section XI.** 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 XII.** 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 XIII.** 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 XIV.** 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 XV.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED AND APPROVED THIS THE 26TH DAY OF MAY, 2009.**

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

ATTEST:

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

APPROVED AS TO FORM:



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

**DATE:** May 5, 2009  
**TO:** Applicants with Items before the Planning & Zoning Commission  
**FROM:** James Duggan, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of May 4, 2009

**AGENDA ITEM NO. 7 - PUBLIC HEARING  
ZONING CASE 2009-03  
APPLICANT: CITY OF PLANO**

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.

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Recommended for approval as follows:

2.822 CB-1 - Central Business-1

(5) Special District Requirements

(a) Miscellaneous

(iv) A general phasing plan for the total development of the property shall be approved at the time of ~~land-study~~ concept plan approval.

(v) The general allocation of permitted density levels of development on the various sections of the property shall be approved at the time of ~~land-study~~ concept plan approval.

2.823 CE – Commercial Employment

(6) Special District Requirements (ZC 2002-33; Ordinance No. 2002-8-14)

(a) Miscellaneous

(vi) A general phasing plan for the total development of the property shall be approved at the time of ~~land study~~ concept plan approval.

(vi) The general allocation of permitted density levels of development on the various sections of the property shall be approved at the time of ~~land study~~ concept plan approval.

3.103 Construction Yards, Field Offices, Model Homes, and Other Temporary Buildings

(2) Homebuilder Marketing Centers (ZC 92-99)

(d) A center located in a residential district shall be limited to an area where a ~~Phase II land study~~ concept plan or preliminary site plan for a residential development has been approved for the site, and the center is sponsored by the developer(s) of the residential development. The temporary structure shall be removed after the center is abandoned. However, if the building is to be reused, the building shall be designed and constructed as a permanent structure.

3.104 Multifamily Residence

(3) The minimum setback from the zoning district boundary for an apartment building adjacent to land proposed (as shown on an approved ~~land study~~ concept plan or preliminary site plan), developed, or zoned for single-family, patio home, or two-family shall be: (ZC 2000-83; Ordinance No. 2000-11-30)

One Story	20 feet
Two Story	60 feet
Three Story	150 feet

3.115 Retirement Housing

(3) Minimum Residential Setback

The minimum setback from the zoning district boundary line and/or property line of land proposed (as shown on an approved ~~land study~~ concept plan or preliminary site plan), developed or zoned for single-family, patio home, or two-family to independent living, assisted living, long-term care, and/or continuing care facilities shall be:

One Story	20 feet
Two Story	60 feet
Three Story	150 feet

### 3.1200 Landscaping Requirements

#### (7) Tree Preservation and Protection

##### (c) Exemptions

- (i) This section does not apply to individual single-family, duplex, and single-family attached lots after initial development and final inspection of the dwelling units by the Building Inspection Department or to properties for which an approved site plan, ~~phase II land study concept plan, preliminary site plan~~, preliminary plat, or preliminary replat is in effect on the date of adoption of this ordinance.

##### (e) Tree Survey and Preservation Plan Required

###### (i) Preliminary Development Plans

A general survey of natural vegetation showing tree groupings and anticipated tree losses shall be submitted with all preliminary site plan ~~and phase II land study~~ applications. Required data includes approximate locations and species of individual trees eight inches or larger in caliper and a range of sizes and species for tree groupings. Photographs of the site showing tree cover are also required.

### 3.1703 Development Incentives and Alternative Standards

Development incentives and alternative standards listed below may be used provided the development complies with associated nonstructural storm water controls, such as storm water conservation areas and/or structural storm water controls, such as permeable pavement, grassy swales/buffer strips, storm water ponds, and bioretention areas. The intent of a storm water conservation area is to reduce impervious surfaces; to allow natural infiltration of storm water runoff; to preserve floodplain, wetlands, and other undisturbed natural areas; and to provide space for other nonstructural or structural storm water controls. The intent of permeable pavement, grassy swales/buffer strips, storm water ponds, bioretention areas, and other structural controls is to provide infiltration, filtration, and pollutant removal of storm water runoff.

Developments that propose to use the development incentives and alternative standards shall follow the site plan review process in Article 5 (Site Plan Review) and the plat review process in Article III (Platting Procedures) of the Subdivision Ordinance. The areas proposed for nonstructural and/or structural storm water controls shall be shown as a storm water conservation area on any site plan ~~and/or land study~~ associated with the development and shall be designated as a storm water quality easement on any plat associated with the development. In addition to the site plan and plat review process, developments shall follow the site-specific storm water management plan procedures in 3.1704 below.

### 3.1704 Site-Specific Storm Water Management Plan

A site-specific storm water management plan shall be submitted for review as part of any site plan, ~~land study~~, or plat application for a development that proposes to use storm water development incentives and/or alternative standards. The purpose of the site-specific storm water management plan is to evaluate the design, appropriate, and effectiveness of proposed nonstructural or structural storm water controls.

### 4.110 Initial Plan Review

A concept plan ~~or land study~~ shall be normally required as part of an application for establishing or amending a PD district. Additional information, studies, and plans may be required by the Planning & Zoning Commission or the City Council to determine the merit of establishing a PD district and as required to develop regulations to be incorporated in the ordinance establishing or amending a PD district. The requirement for submitting a concept plan ~~or land study~~ may be waived by the Planning & Zoning Commission or the City Council if they determine sufficient information exists to evaluate the proposed establishment or amendment of a PD district. Where this requirement is waived at the time of establishing a PD, approval of a concept plan ~~or land study~~ shall be required prior to the approval of any plan, plat, or permit related to development of the property. (See Section 5.200 for concept plan requirements ~~and Subdivision Ordinance, Section 3.2 for land study requirements.~~)

**FOR CITY COUNCIL MEETING OF:** May 26, 2009 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

### **PUBLIC HEARING – ORDINANCE**

KP/et

CITY OF PLANO  
PLANNING & ZONING COMMISSION

May 4, 2009

**Agenda Item No. 7**

**Public Hearing:** Zoning Case 2009-03

**Applicant:** City of Plano

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**DESCRIPTION:**

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.

**BACKGROUND:**

The City of Plano currently utilizes two different development review processes - one for commercial development and another for single-family residential development. The commercial development process begins with the preparation of a concept plan. The process for single-family residential begins with preparation of a land study.

While not vastly different from a concept plan, the land study was better suited to the subdivision of land into large, single-family subdivisions. However, development trends have shifted significantly and today, Plano rarely sees new, large scale, single-family developments. In response to this shift in development activity and, as part of ongoing efforts to maintain a streamlined development process, the land study requirement is proposed to be replaced by the concept plan, which is currently the requirement for all other development types. Implementation of these changes will result in a single development review process.

To remove this requirement, amendments to the Subdivision Ordinance and Zoning Ordinance are necessary. This agenda item addresses the requisite changes to the Zoning Ordinance. Changes to the Subdivision Ordinance are addressed in a separate agenda item.

The proposed changes to the Zoning Ordinance are shown in the attached document (Additions are indicated in underlined text; deletions are indicated in strikethrough text).

**RECOMMENDATION:**

The Zoning Ordinance should be amended as follows:

2.822 CB-1 - Central Business-1

(5) Special District Requirements

(a) Miscellaneous

(iv) A general phasing plan for the total development of the property shall be approved at the time of ~~land study~~ concept plan approval.

(v) The general allocation of permitted density levels of development on the various sections of the property shall be approved at the time of ~~land study~~ concept plan approval.

2.823 CE – Commercial Employment

(6) Special District Requirements (ZC 2002-33; Ordinance No. 2002-8-14)

(a) Miscellaneous

(vi) A general phasing plan for the total development of the property shall be approved at the time of ~~land study~~ concept plan approval.

(vi) The general allocation of permitted density levels of development on the various sections of the property shall be approved at the time of ~~land study~~ concept plan approval.

3.103 Construction Yards, Field Offices, Model Homes, and Other Temporary Buildings

(2) Homebuilder Marketing Centers (ZC 92-99)

(d) A center located in a residential district shall be limited to an area where a ~~Phase II land study~~ concept plan or preliminary site plan for a residential development has been approved for the site, and the center is sponsored by the developer(s) of the residential development. The temporary structure shall be removed after the center is abandoned. However, if the building is to be reused, the building shall be designed and constructed as a permanent structure.

3.104 Multifamily Residence

- (3) The minimum setback from the zoning district boundary for an apartment building adjacent to land proposed (as shown on an approved ~~land study concept plan or preliminary site plan~~), developed, or zoned for single-family, patio home, or two-family shall be: (ZC 2000-83; Ordinance No. 2000-11-30)

One Story	20 feet
Two Story	60 feet
Three Story	150 feet

3.115 Retirement Housing

- (3) Minimum Residential Setback

The minimum setback from the zoning district boundary line and/or property line of land proposed (as shown on an approved ~~land study concept plan or preliminary site plan~~), developed or zoned for single-family, patio home, or two-family to independent living, assisted living, long-term care, and/or continuing care facilities shall be:

One Story	20 feet
Two Story	60 feet
Three Story	150 feet

3.1200 Landscaping Requirements

- (7) Tree Preservation and Protection

- (c) Exemptions

- (i) This section does not apply to individual single-family, duplex, and single-family attached lots after initial development and final inspection of the dwelling units by the Building Inspection Department or to properties for which an approved site plan, ~~phase II land study concept plan, preliminary site plan~~, preliminary plat, or preliminary replat is in effect on the date of adoption of this ordinance.

- (e) Tree Survey and Preservation Plan Required

- (i) Preliminary Development Plans

A general survey of natural vegetation showing tree groupings and anticipated tree losses shall be submitted with all preliminary site plan and ~~phase II land study~~ applications. Required data includes approximate locations and species of

individual trees eight inches or larger in caliper and a range of sizes and species for tree groupings. Photographs of the site showing tree cover are also required.

### 3.1703 Development Incentives and Alternative Standards

Development incentives and alternative standards listed below may be used provided the development complies with associated nonstructural storm water controls, such as storm water conservation areas and/or structural storm water controls, such as permeable pavement, grassy swales/buffer strips, storm water ponds, and bioretention areas. The intent of a storm water conservation area is to reduce impervious surfaces; to allow natural infiltration of storm water runoff; to preserve floodplain, wetlands, and other undisturbed natural areas; and to provide space for other nonstructural or structural storm water controls. The intent of permeable pavement, grassy swales/buffer strips, storm water ponds, bioretention areas, and other structural controls is to provide infiltration, filtration, and pollutant removal of storm water runoff.

Developments that propose to use the development incentives and alternative standards shall follow the site plan review process in Article 5 (Site Plan Review) and the plat review process in Article III (Platting Procedures) of the Subdivision Ordinance. The areas proposed for nonstructural and/or structural storm water controls shall be shown as a storm water conservation area on any site plan ~~and/or land study~~ associated with the development and shall be designated as a storm water quality easement on any plat associated with the development. In addition to the site plan and plat review process, developments shall follow the site-specific storm water management plan procedures in 3.1704 below.

### 3.1704 Site-Specific Storm Water Management Plan

A site-specific storm water management plan shall be submitted for review as part of any site plan, ~~land study~~, or plat application for a development that proposes to use storm water development incentives and/or alternative standards. The purpose of the site-specific storm water management plan is to evaluate the design, appropriateness, and effectiveness of proposed nonstructural or structural storm water controls.

### 4.110 Initial Plan Review

A concept plan ~~or land study~~ shall be normally required as part of an application for establishing or amending a PD district. Additional information, studies, and plans may be required by the Planning & Zoning Commission or the City Council to determine the merit of establishing a PD district and as required to develop regulations to be incorporated in the ordinance establishing or

amending a PD district. The requirement for submitting a concept plan ~~or land study~~ may be waived by the Planning & Zoning Commission or the City Council if they determine sufficient information exists to evaluate the proposed establishment or amendment of a PD district. Where this requirement is waived at the time of establishing a PD, approval of a concept plan ~~or land study~~ shall be required prior to the approval of any plan, plat, or permit related to development of the property. (See Section 5.200 for concept plan requirements ~~and Subdivision Ordinance, Section 3.2 for land study requirements.~~)

**ORDINANCE NO. \_\_\_\_\_**  
**(Zoning Case 2009-03)**

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SUBSECTION 2.822 (CB-1 - CENTRAL BUSINESS-1) AND SUBSECTION 2.823 (CE - COMMERCIAL EMPLOYMENT) OF SECTION 2.800 (DISTRICT CHARTS) OF ARTICLE 2 (ZONING DISTRICTS), SUBSECTION 3.103 (CONSTRUCTION YARDS, FIELD OFFICES, MODEL HOMES, AND OTHER TEMPORARY BUILDINGS), SUBSECTION 3.104 (MULTIFAMILY RESIDENCE), AND SUBSECTION 3.115 (RETIREMENT HOUSING) OF SECTION 3.100 (SUPPLEMENTARY REGULATIONS FOR PRINCIPAL PERMITTED USES AND SPECIFIC USES), SECTION 3.1200 (LANDSCAPING REQUIREMENTS), SUBSECTION 3.1703 (DEVELOPMENT INCENTIVES AND ALTERNATIVE STANDARDS) AND SUBSECTION 3.1704 (SITE-SPECIFIC STORM WATER MANAGEMENT PLAN) OF SECTION 3.1700 (STORM WATER MANAGEMENT) OF ARTICLE 3 (SUPPLEMENTARY REGULATIONS), SUBSECTION 4.110 (INITIAL PLAN REVIEW) OF SECTION 4.100 (PLANNED DEVELOPMENT DISTRICT) OF ARTICLE 4 (SPECIAL DISTRICT REGULATIONS) AND RELATED SECTIONS OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, 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; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, A PUBLICATION CLAUSE, AND AN EFFECTIVE DATE.

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 26th 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 26th 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 2.822 (CB-1 - Central Business-1) and Subsection 2.823 (CE - Commercial Employment) of Section 2.800 (District Charts) of Article 2 (Zoning Districts) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended 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; such portions of the subsections to read in their entirety as follows:

2.800 District Charts

2.822 CB-1 - Central Business-1

(5) Special District Requirements

(a) Miscellaneous

- (iv) A general phasing plan for the total development of the property shall be approved at the time of concept plan approval.
- (v) The general allocation of permitted density levels of development on the various sections of the property shall be approved at the time of concept plan approval.

2.823 CE – Commercial Employment

(6) Special District Requirements (ZC 2002-33; Ordinance No. 2002-8-14)

(a) Miscellaneous

- (vi) A general phasing plan for the total development of the property shall be approved at the time of concept plan approval.
- (vi) The general allocation of permitted density levels of development on the various sections of the property shall be approved at the time of concept plan approval.

**Section II.** Subsection 3.103 (Construction Yards, Field Offices, Model Homes, and Other Temporary Buildings), Subsection 3.104 (Multifamily Residence), and Subsection 3.115 (Retirement Housing) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to 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; such portions of the subsections to read in their entirety as follows:

3.100 Supplementary Regulations for Principal Permitted Uses and Specific Uses

3.103 Construction Yards, Field Offices, Model Homes, and Other Temporary Buildings

(2) Homebuilder Marketing Centers (ZC 92-99)

- (d) A center located in a residential district shall be limited to an area where a concept plan or preliminary site plan for a residential development has been approved for the site, and the center is sponsored by the developer(s) of the residential development. The temporary structure shall be removed after the center is abandoned. However, if the building is to be reused, the building shall be designed and constructed as a permanent structure.

3.104 Multifamily Residence

- (3) The minimum setback from the zoning district boundary for an apartment building adjacent to land proposed (as shown on an approved concept plan or preliminary site plan), developed, or zoned for single-family, patio home, or two-family shall be: (ZC 2000-83; Ordinance No. 2000-11-30)

One Story	20 feet
Two Story	60 feet
Three Story	150 feet

3.115 Retirement Housing

(3) Minimum Residential Setback

The minimum setback from the zoning district boundary line and/or property line of land proposed (as shown on an approved concept plan or preliminary site plan), developed or zoned for single-family, patio home, or two-family to independent living, assisted living, long-term care, and/or continuing care facilities shall be:

One Story	20 feet
Two Story	60 feet
Three Story	150 feet

**Section III.** Section 3.1200 (Landscaping Requirements) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to 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; such portion of the section to read in its entirety as follows:

3.1200 Landscaping Requirements

(7) Tree Preservation and Protection

(c) Exemptions

- (i) This section does not apply to individual single-family, duplex, and single-family attached lots after initial development and final inspection of the dwelling units by the Building Inspection Department or to properties for which an approved site plan, concept plan, preliminary site plan, preliminary plat, or preliminary replat is in effect on the date of adoption of this ordinance.

(e) Tree Survey and Preservation Plan Required

(i) Preliminary Development Plans

A general survey of natural vegetation showing tree groupings and anticipated tree losses shall be submitted with all preliminary site plan applications. Required data includes approximate locations and species of individual trees eight inches or larger in caliper and a range of sizes and species for tree groupings. Photographs of the site showing tree cover are also required.

**Section IV.** Subsection 3.1703 (Development Incentives and Alternative Standards) and Subsection 3.1704 (Site-Specific Storm Water Management Plan) of Section 3.1700 (Storm Water Management) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to 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; such portions of the subsections to read in their entirety as follows:

3.1700 Storm Water Management

3.1703 Development Incentives and Alternative Standards

Development incentives and alternative standards listed below may be used provided the development complies with associated nonstructural storm water controls, such as storm water conservation areas and/or structural storm water controls, such as permeable pavement, grassy swales/buffer strips, storm water ponds, and bioretention areas. The intent of a storm water conservation area is to reduce impervious surfaces; to allow natural infiltration of storm water runoff; to preserve floodplain, wetlands, and other undisturbed natural areas; and to provide space for other nonstructural or structural storm water controls. The intent of permeable pavement, grassy swales/buffer strips, storm water ponds, bioretention areas, and other structural controls is to provide infiltration, filtration, and pollutant removal of storm water runoff.

Developments that propose to use the development incentives and alternative standards shall follow the site plan review process in Article 5 (Site Plan Review) and the plat review process in Article III (Platting Procedures) of the Subdivision Ordinance. The areas proposed for nonstructural and/or structural storm water controls shall be shown as a storm water conservation area on any site plan associated with the development and shall be designated as a storm water quality easement on any plat associated with the development. In addition to the site plan and plat review process, developments shall follow the site-specific storm water management plan procedures in 3.1704 below.

3.1704 Site-Specific Storm Water Management Plan

A site-specific storm water management plan shall be submitted for review as part of any site plan, or plat application for a development that proposes to use storm water development incentives and/or alternative standards. The purpose of the site-specific storm water management plan is to evaluate the design, appropriate, and effectiveness of proposed nonstructural or structural storm water controls.

**Section V.** Subsection 4.110 (Initial Plan Review) of Section 4.100 (Planned Development 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 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; such subsection to read in its entirety as follows:

4.100 Planned Development District

4.110 Initial Plan Review

A concept plan shall be normally required as part of an application for establishing or amending a PD district. Additional information, studies, and plans may be required by the Planning & Zoning Commission or the City Council to determine the merit of establishing a PD district and as required to develop regulations to be incorporated in the ordinance establishing or amending a PD district. The requirement for submitting a concept plan may be waived by the Planning & Zoning Commission or the City Council if they determine sufficient information exists to evaluate the proposed establishment or amendment of a PD district. Where this requirement is waived at the time of establishing a PD, approval of a concept plan shall be required prior to the approval of any plan, plat, or permit related to development of the property. (See Section 5.200 for concept plan requirements).

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

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

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

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

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

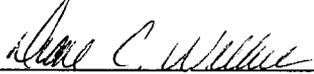
**PASSED AND APPROVED THIS THE 26TH DAY OF MAY, 2009.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**DATE:** May 5, 2009  
**TO:** Honorable Mayor & City Council  
**FROM:** James Duggan, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of May 4, 2009

**AGENDA ITEM NO. 8 - PUBLIC HEARING  
AMENDMENTS TO THE SUBDIVISION ORDINANCE REGARDING WAIVERS FROM  
DEVELOPMENT EXACTIONS  
APPLICANT: CITY OF PLANO**

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.

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Recommended for approval. The Subdivision Ordinance should be amended to read as follows. (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

**1.12 Waivers from Development Exactions**

The property owner or applicant for preliminary plat approval may file a petition for relief from a dedication or construction requirement that is applied or imposed as a condition of approval of a ~~Phase II land study~~, conveyance plat, preliminary plat or final plat. Waiver requests shall be considered in accordance with the following procedures:

- a. Petition for Relief – The property owner or applicant must submit a written petition for relief to the Planning Department at least 10 days prior to the Planning & Zoning Commission's consideration of a ~~Phase II land study~~, conveyance plat, preliminary plat, or final plat. The petition shall set forth the reasons for the waiver request and must indicate the dedication and/or construction requirements for which relief is being requested. An applicant may also submit a petition for relief from conditions of plat approval added by the Commission in its consideration of a ~~Phase II land study~~, conveyance plat, preliminary plat or final plat. This petition must be submitted no later than 10 days following the Commission's action.

- b. Consideration of Plat – After receipt of a petition for relief, the Planning Department shall schedule consideration of the plat only, within the 30 day time frame required by state law. The Planning & Zoning Commission shall approve the plat subject to future consideration of the applicant’s petition for relief from a dedication or construction requirement, or disapprove the plat.
  
- c. Study Requirements: The ~~petitioner~~ city shall provide a study in support of the dedication or construction requirements. ~~The petitioner may provide a study in support of the waiver request for petition for relief within 14 days of filing their petition for relief. The Director of Planning may extend the time for submitting the study for an additional 14 days upon the request of the applicant.~~ The city’s study shall include the following information:
  1. Total capacity of the city’s public infrastructure system or improvements to be dedicated to the city to be utilized by the proposed subdivision, employing standard measures of capacity and equivalency tables that relate the type of development proposed to the quantity of system capacity. In no case shall the calculation of the capacity used by a proposed commercial or multifamily development be based on development intensities less than the mid-point of intensity allowed by the particular zoning for the property. If the proposed subdivision is to be developed in phases, such information shall be provided for the entire development, including any phases already developed.
  2. Total capacity to be supplied to the city’s public infrastructure system by the proposed dedication of an interest in land or construction of capital improvements. If the development application is part of a phased development, the information shall include any capacity supplied by prior dedications or construction of capital improvements.
  3. Comparison of the capacity of the city’s public facilities system to be consumed by the proposed subdivision with the capacity to be supplied by the proposed dedication of an interest in land or construction of capital improvements. In making this comparison, the impacts on the city’s public facilities system from the entire development shall be considered.
  4. The effect of any city participation in the costs of oversizing the capital improvements to be constructed in accordance with the city’s requirements.
  
- d. Processing of Petition – The City Engineer shall evaluate the petition and any supporting study provided by petitioner and make a recommendation to the Planning & Zoning Commission based upon the city’s study, any submitted petitioner’s study and his own analysis. The City Engineer may utilize any reasonable methodology and information in evaluating the ~~petitioner’s study information~~.

- e. Consideration of Petition for Relief – The petition for relief will be considered by the Planning & Zoning Commission no later than 30 days after receipt of a ~~complete supporting study~~ an applicant's petition for relief. Based upon the application, the city's study, any submitted petitioner supporting study and the City Engineer's report, the Commission shall determine whether the application of the regulations for dedication or public improvements is roughly proportional to the nature and impact created by the development. The Planning & Zoning Commission shall take one of the following actions in considering the petition for relief:
1. Deny the petition for relief, and impose the standard or condition requiring dedication or construction of capital improvements in accordance with the regulations contained within this ordinance.
  2. Grant the petition for relief, and waive in whole or in part any dedication or construction requirement necessary to meet the criteria for approval.
  3. Accept alternative designs for the public infrastructure system or improvements to be dedicated to the city.
  4. Delay the imposition of the requirement until a future phase of development. If a delay is granted, the future phase of development must be clearly defined.
  5. Reduce the applicant's cost of the dedication or construction requirement.
- f. Criteria for Approval – The Planning & Zoning Commission shall determine whether the application of the regulations requiring dedication of an interest in land for public improvements or construction of capital improvements is roughly proportional to the nature and extent of the impacts created by the proposed development on such water, wastewater, roadway, or drainage system, and reasonably benefits the development. The Commission shall take into account the evidence submitted by the city, the petitioner and the City Engineer's report and recommendation.
- g. Appeals – The decision of the Planning & Zoning Commission on a petition for relief may be appealed in accordance with Article III, Section 3.9 of this ordinance. An appeal constitutes authorization for the plat to also be placed on the City Council's agenda for consideration and action. After hearing any testimony and reviewing the evidence, the City Council shall make a determination within 30 days following the final submission of any testimony or evidence by the developer in accordance with Section 212.904 of the Texas Local Government Code.

- h. Lapse of Plat Approval – If relief is granted to the petitioner, it shall remain in effect for the time period specified in Article III for each type of plat, and shall end upon expiration of the plat. Plat approvals may be extended as provided in Article III.

Plat Modification – If a plat for which relief was granted is modified to increase the number of residential units or the intensity of nonresidential uses, the City Engineer may ~~require~~ prepare a new study to validate the relief. The petitioner may file for relief and the new application and study shall be submitted and processed according to the procedures outlined in Sections 1-5 above.

**FOR CITY COUNCIL MEETING OF:** May 26, 2009 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

TMF/et

CITY OF PLANO  
PLANNING & ZONING COMMISSION

May 4, 2009

**Agenda Item No. 8**

**Public Hearing:** Amendments to the Subdivision Ordinance Regarding Waivers  
from Development Exactions

**Applicant:** City of Plano

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**DESCRIPTION:**

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.

**REMARKS:**

On February 16, 2009, the Planning & Zoning Commission called a public hearing to consider amending the Subdivision Ordinance procedures and requirements pertaining to waivers of exactions for dedications and public improvements. A property owner may petition the Planning & Zoning Commission for relief to dedications of right-of-way and easements and for the construction of public improvements prescribed by the Subdivision Ordinance. The application procedure and requirements for a waiver of exactions are detailed in the Subdivision Ordinance. The reason for the proposed modifications to the Subdivision Ordinance is due to changes in state law regarding apportionment of municipal infrastructure costs (Section 212.904 of the Texas Local Government Code). Therefore, the proposed changes are aligned with state law requirements for the city, not the property owner, to prepare a study to support the dedications and construction requirements.

Additionally, the proposed ordinance changes are consistent with the agenda item amending the Subdivision Ordinance pertaining to the deletion of the land study review process.

## RECOMMENDATION:

Recommended for approval. The Subdivision Ordinance should be amended to read as follows. (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

### 1.12 Waivers from Development Exactions

The property owner or applicant for preliminary plat approval may file a petition for relief from a dedication or construction requirement that is applied or imposed as a condition of approval of a ~~Phase II land study~~, conveyance plat, preliminary plat or final plat. Waiver requests shall be considered in accordance with the following procedures:

- a. Petition for Relief – The property owner or applicant must submit a written petition for relief to the Planning Department at least 10 days prior to the Planning & Zoning Commission’s consideration of a ~~Phase II land study~~, conveyance plat, preliminary plat, or final plat. The petition shall set forth the reasons for the waiver request and must indicate the dedication and/or construction requirements for which relief is being requested. An applicant may also submit a petition for relief from conditions of plat approval added by the Commission in its consideration of a ~~Phase II land study~~, conveyance plat, preliminary plat or final plat. This petition must be submitted no later than 10 days following the Commission’s action.
- b. Consideration of Plat – After receipt of a petition for relief, the Planning Department shall schedule consideration of the plat only, within the 30 day time frame required by state law. The Planning & Zoning Commission shall approve the plat subject to future consideration of the applicant’s petition for relief from a dedication or construction requirement, or disapprove the plat.
- c. Study Requirements: ~~The petitioner city shall provide a study in support of the dedication or construction requirements. The petitioner may provide a study in support of the waiver request for petition for relief within 14 days of filing their petition for relief. The Director of Planning may extend the time for submitting the study for an additional 14 days upon the request of the applicant.~~ The city’s study shall include the following information:
  1. Total capacity of the city’s public infrastructure system or improvements to be dedicated to the city to be utilized by the proposed subdivision, employing standard measures of capacity and equivalency tables that relate the type of development proposed to the quantity of system capacity. In no case shall the calculation of the capacity used by a proposed commercial or multifamily development be based on development intensities less than the mid-point of intensity allowed by the particular zoning for the property. If the proposed subdivision is to be developed in phases, such information shall be provided for the entire development, including any phases already developed.

2. Total capacity to be supplied to the city's public infrastructure system by the proposed dedication of an interest in land or construction of capital improvements. If the development application is part of a phased development, the information shall include any capacity supplied by prior dedications or construction of capital improvements.
  3. Comparison of the capacity of the city's public facilities system to be consumed by the proposed subdivision with the capacity to be supplied by the proposed dedication of an interest in land or construction of capital improvements. In making this comparison, the impacts on the city's public facilities system from the entire development shall be considered.
  4. The effect of any city participation in the costs of oversizing the capital improvements to be constructed in accordance with the city's requirements.
- d. Processing of Petition – The City Engineer shall evaluate the petition and any supporting study provided by petitioner and make a recommendation to the Planning & Zoning Commission based upon the city's study, any submitted petitioner's study and his own analysis. The City Engineer may utilize any reasonable methodology and information in evaluating the ~~petitioner's study information~~.
- e. Consideration of Petition for Relief – The petition for relief will be considered by the Planning & Zoning Commission no later than 30 days after receipt of a ~~complete supporting study~~ an applicant's petition for relief. Based upon the application, the city's study, any submitted petitioner supporting study and the City Engineer's report, the Commission shall determine whether the application of the regulations for dedication or public improvements is roughly proportional to the nature and impact created by the development. The Planning & Zoning Commission shall take one of the following actions in considering the petition for relief:
1. Deny the petition for relief, and impose the standard or condition requiring dedication or construction of capital improvements in accordance with the regulations contained within this ordinance.
  2. Grant the petition for relief, and waive in whole or in part any dedication or construction requirement necessary to meet the criteria for approval.
  3. Accept alternative designs for the public infrastructure system or improvements to be dedicated to the city.
  4. Delay the imposition of the requirement until a future phase of development. If a delay is granted, the future phase of development must be clearly defined.
  5. Reduce the applicant's cost of the dedication or construction requirement.

- f. Criteria for Approval – The Planning & Zoning Commission shall determine whether the application of the regulations requiring dedication of an interest in land for public improvements or construction of capital improvements is roughly proportional to the nature and extent of the impacts created by the proposed development on such water, wastewater, roadway, or drainage system, and reasonably benefits the development. The Commission shall take into account the evidence submitted by the city, the petitioner and the City Engineer's report and recommendation.
- g. Appeals – The decision of the Planning & Zoning Commission on a petition for relief may be appealed in accordance with Article III, Section 3.9 of this ordinance. An appeal constitutes authorization for the plat to also be placed on the City Council's agenda for consideration and action. After hearing any testimony and reviewing the evidence, the City Council shall make a determination within 30 days following the final submission of any testimony or evidence by the developer in accordance with Section 212.904 of the Texas Local Government Code.
- h. Lapse of Plat Approval – If relief is granted to the petitioner, it shall remain in effect for the time period specified in Article III for each type of plat, and shall end upon expiration of the plat. Plat approvals may be extended as provided in Article III.
- i. Plat Modification – If a plat for which relief was granted is modified to increase the number of residential units or the intensity of nonresidential uses, the City Engineer may ~~require~~ prepare a new study to validate the relief. The petitioner may file for relief and the new application and study shall be submitted and processed according to the procedures outlined in Sections 1-5 above.

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

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE SUBDIVISION ORDINANCE OF THE CITY OF PLANO, AS HERETOFORE AMENDED, BY AMENDING SECTION 1.12 (WAIVERS FROM DEVELOPMENT EXACTIONS) OF ARTICLE I (GENERAL PROVISIONS) AND RELATED SECTIONS OF THE SUBDIVISION ORDINANCE OF THE CITY OF PLANO, PERTAINING TO PROCEDURES AND REQUIREMENTS FOR WAIVERS OF EXACTIONS FOR DEDICATIONS AND PUBLIC IMPROVEMENTS, AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, A PUBLICATION CLAUSE, AND AN EFFECTIVE DATE.

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Subdivision 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 26th day of May, 2009, for the purpose of amending Section 1.12 (Waivers from Development Exactions) of Article I (General Provisions) and related sections of the Subdivision Ordinance of the City of Plano, pertaining to procedures and requirements for waivers of exactions for dedications and public improvements; and

**WHEREAS**, the City Secretary of Plano accordingly caused to be issued and published the notices required by 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 Plano, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid amending Section 1.12 (Waivers from Development Exactions) of Article I (General Provisions) and related sections of the Subdivision Ordinance of the City of Plano, pertaining to procedures and requirements for waivers of exactions for dedications and public improvements, on the 26th day of May, 2009; and

**WHEREAS**, the City Council is of the opinion and finds that such amendments to the City of Plano Subdivision Ordinance 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 1.12 (Waivers from Development Exactions) of Article I (General Provisions) of the Subdivision Ordinance of the City of Plano, as the same has been heretofore amended pertaining to procedures and requirements for waivers of exactions for dedications and public improvements, is hereby further amended to read as follows:

**1.12 Waivers from Development Exactions**

The property owner or applicant for preliminary plat approval may file a petition for relief from a dedication or construction requirement that is applied or imposed as a condition of approval of a conveyance plat, preliminary plat or final plat. Waiver requests shall be considered in accordance with the following procedures:

- a. Petition for Relief – The property owner or applicant must submit a written petition for relief to the Planning Department at least 10 days prior to the Planning & Zoning Commission’s consideration of a conveyance plat, preliminary plat, or final plat. The petition shall set forth the reasons for the waiver request and must indicate the dedication and/or construction requirements for which relief is being requested. An applicant may also submit a petition for relief from conditions of plat approval added by the Commission in its consideration of a conveyance plat, preliminary plat or final plat. This petition must be submitted no later than 10 days following the Commission’s action.
  
- b. Consideration of Plat – After receipt of a petition for relief, the Planning Department shall schedule consideration of the plat only, within the 30 day time frame required by state law. The Planning & Zoning Commission shall approve the plat subject to future consideration of the applicant’s petition for relief from a dedication or construction requirement, or disapprove the plat.
  
- c. Study Requirements: The city shall provide a study in support of the dedication or construction requirements. The petitioner may provide a study in support of the waiver request for their petition for relief. The city’s study shall include the following information:
  - 1. Total capacity of the city’s public infrastructure system or improvements to be dedicated to the city to be utilized by the proposed subdivision, employing standard measures of capacity and equivalency tables that relate the type of development proposed to the quantity of system capacity. In no case shall the calculation of the capacity used by a proposed commercial or multifamily development be based on development intensities less than the mid-point of intensity allowed by the particular zoning for the property. If the proposed subdivision is to be developed in phases, such information shall be provided for the entire development, including any phases already developed.
  
  - 2. Total capacity to be supplied to the city’s public infrastructure system by the proposed dedication of an interest in land or construction of capital improvements. If the development application is part of a phased development, the information shall include any capacity supplied by prior dedications or construction of capital improvements.

3. Comparison of the capacity of the city's public facilities system to be consumed by the proposed subdivision with the capacity to be supplied by the proposed dedication of an interest in land or construction of capital improvements. In making this comparison, the impacts on the city's public facilities system from the entire development shall be considered.
  4. The effect of any city participation in the costs of oversizing the capital improvements to be constructed in accordance with the city's requirements.
- d. Processing of Petition – The City Engineer shall evaluate the petition and any supporting study provided by petitioner and make a recommendation to the Planning & Zoning Commission based upon the city's study, any submitted petitioner study and his own analysis. The City Engineer may utilize any reasonable methodology and information in evaluating the information.
- e. Consideration of Petition for Relief – The petition for relief will be considered by the Planning & Zoning Commission no later than 30 days after receipt of an applicant's petition for relief. Based upon the application, the city's study, any submitted petitioner study and the City Engineer's report, the Commission shall determine whether the application of the regulations for dedication or public improvements is roughly proportional to the nature and impact created by the development. The Planning & Zoning Commission shall take one of the following actions in considering the petition for relief:
1. Deny the petition for relief, and impose the standard or condition requiring dedication or construction of capital improvements in accordance with the regulations contained within this ordinance.
  2. Grant the petition for relief, and waive in whole or in part any dedication or construction requirement necessary to meet the criteria for approval.
  3. Accept alternative designs for the public infrastructure system or improvements to be dedicated to the city.
  4. Delay the imposition of the requirement until a future phase of development. If a delay is granted, the future phase of development must be clearly defined.
  5. Reduce the applicant's cost of the dedication or construction requirement.

- f. Criteria for Approval – The Planning & Zoning Commission shall determine whether the application of the regulations requiring dedication of an interest in land for public improvements or construction of capital improvements is roughly proportional to the nature and extent of the impacts created by the proposed development on such water, wastewater, roadway, or drainage system, and reasonably benefits the development. The Commission shall take into account the evidence submitted by the city, the petitioner and the City Engineer’s report and recommendation.
  
- g. Appeals – The decision of the Planning & Zoning Commission on a petition for relief may be appealed in accordance with Article III, Section 3.9 of this ordinance. An appeal constitutes authorization for the plat to also be placed on the City Council’s agenda for consideration and action. After hearing any testimony and reviewing the evidence, the City Council shall make a determination within 30 days following the final submission of any testimony or evidence by the developer in accordance with Section 212.904 of the Texas Local Government Code.
  
- h. Lapse of Plat Approval – If relief is granted to the petitioner, it shall remain in effect for the time period specified in Article III for each type of plat, and shall end upon expiration of the plat. Plat approvals may be extended as provided in Article III.
  
- i. Plat Modification – If a plat for which relief was granted is modified to increase the number of residential units or the intensity of nonresidential uses, the City Engineer may prepare a new study to validate the relief. The petitioner may file for relief and the new application and study shall be submitted and processed according to the procedures outlined in Sections 1-5 above.

**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 26TH DAY OF MAY, 2009.**

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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