

CITY COUNCIL

1520 AVENUE K



DATE: 5/23/2011
CALL TO ORDER: 7:00 p.m.
INVOCATION: Pastor Jack Schneider
St. Paul Lutheran Church
PLEDGE OF ALLEGIANCE:

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

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><u>Approval of Minutes</u> May 4, 2011 May 9, 2011</p>	
	<p><u>Approval of Expenditures</u></p>	
(b)	<p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency) Bid No. 2011-52-C for a one (1) year contract with three (3) City optional renewals for the Median and Right-of-Way Landscape Maintenance for the Parks and Recreation Department to Good Earth Corporation in the amount of \$84,740 and authorizing the City Manager to execute all necessary documents.</p>	
(c)	<p>Bid No. 2011-99-C for a one (1) year contract with three (3) City optional renewals to purchase preformed thermoplastic pavement marking and sealer for Public Works from Flint Trading, Inc. in an estimated amount of \$93,566 and authorizing the City Manager to execute all necessary documents.</p>	
(d)	<p>Purchase from an Existing Contract To approve a contract for the purchase of support and maintenance for a one (1) year contract with two (2), one (1) year City optional renewals for J. D. Edwards Software Applications, in the amount of \$125,280 from Oracle America, Inc., through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-VPC-03-018)</p>	
(e)	<p>Approval of Contract Modification To approve the First Addendum of the Technical Service Support Agreement by and between the City of Plano (Fire Department) and Physio-Control, Inc., to add an existing inventory of Lifepak 12 and Lifepak 500 AED units for maintenance and consumables, for the remainder of the five (5) year term (7/24/10 - 7/23/15) in the additional amount of \$93,924 payable in annual installments.</p>	
(f)	<p>Adoption of Resolutions To repeal prior Council action approving the contract with AT&T Mobility for Wireless Voice and Data Services on December 7, 2010; approving a new contract for Wireless Voice & Data Services from AT&T Mobility National Accounts L.L.C. d/b/a AT&T Mobility in an amount not to exceed \$525,000; authorizing its execution by the City Manager; and providing an effective date.</p>	
(g)	<p>To approve the terms and conditions of a First Amendment to Development Agreement by and between the City of Plano, Texas, and Tenth Street Plano, L.P.; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(h)	<p>To approve the settlement agreement between the City of Plano and the United States of America, acting through the United States Department of Justice regarding a dispute concerning ambulance billing for Medicare/Medicaid reimbursement; authorizing its execution by the City Manager; and providing an effective date.</p>	
	<p><u>Adoption of Ordinances</u></p>	
(i)	<p>To amend Section 12-73.1 of Chapter 12 Motor Vehicles and Traffic of the City of Plano Code of Ordinances; to enact school zones for summer school sessions; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>	
(j)	<p>To approve a negotiated resolution between the Steering Committee of Cities Served by Oncor ("Steering Committee") and Oncor Electric Delivery Company LLC ("Oncor" or "Company") regarding the Company's application to increase electric rates in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; requiring the Company to reimburse cities' reasonable ratemaking expenses; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; approving Oncor's proof of revenues; adopting a savings clause; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; and requiring delivery of this Ordinance to the Company and the Steering Committee's legal counsel.</p>	
(k)	<p>To transfer the sum of \$433,263 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2010-11 for the purpose of providing funds for a settlement agreement between the City of Plano and the United States of America acting through the United States Department of Justice regarding a dispute concerning ambulance billing for Medicare/Medicaid reimbursement; amending the budget of the City and Ordinance 2010-9-8; declaring this action to be a case of public necessity; and providing an effective date.</p>	
(l)	<p>To repeal Ordinance No. 84-9-26 codified as Article II, Heliports; Helistops, to Chapter 5, Aviation, of the City of Plano Code of Ordinances and providing an effective date.</p>	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2011-04 - Request to rezone 20.3± acres located at the southwest corner of State Highway 121 and Parkwood Boulevard from Commercial Employment and Central Business-1 to Planned Development-Commercial Employment. Zoned Commercial Employment and Central Business-1/State Highway 121 Overlay District. Tabled 04/25/11. Applicant: USL Frisco II, LLC</p>	
(2)	<p>Consideration of an Appeal of the Planning & Zoning Commission's Denial of the Concept Plan for Parkwood Village, Block A, Lots 1 & 2 - Retail, restaurants and 400 multifamily units on two lots on 20.3± acres located at the southwest corner of Parkwood Boulevard and State Highway 121. Zoned Commercial Employment and Central Business-1/State Highway 121 Overlay District. Tabled 04/25/11 Applicant: USL Frisco II, LLC</p>	
(3)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2011-08 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 8.8± acres located on the south side of 14th Street, 174± feet east of Star Court in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Planned Development-218-Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Sammy Jibrin</p>	
(4)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2011-09 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 1.1± acres located on the north side of 11th Street, east and west of E Avenue in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-219-General Residential; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Habitat for Humanity of Southern Collin County</p>	
	<p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/23/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PROCLAMATION: National Historic Preservation Month				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/23/2011		
Department:		City Manager's Office		
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CAPTION				
PROCLAMATION: Taiwanese-American Heritage Week				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
SPECIAL CALLED SESSION
May 4, 2011**

COUNCIL MEMBERS

Phil Dyer, Mayor
Lee Dunlap, Mayor Pro Tem
Pat Miner, Deputy Mayor Pro Tem
Ben Harris
André Davidson
Lissa Smith
Harry LaRosiliere
Jean Callison

STAFF

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

Mayor Dyer called the meeting to order at 6:00 p.m., Wednesday, May 4, 2011, in the Council Chambers of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Callison.

Opening Remarks

City Manager Glasscock spoke to the session as a continuation of departmental updates regarding operations and the impact of reductions taken over the last three years.

Police Department Update

Chief Rushin spoke to the department's performance measures, organizational structure and accreditations. He reviewed the functions of the Patrol Services Division (PSD) made up of 180 sworn officers who perform law enforcement, crime detection and suppression duties; traffic enforcement and education; crash and crime investigation; order maintenance; and respond to calls for service. Chief Rushin spoke to the High Visibility Enforcement Unit implemented in 2006, enhancing efforts of the Patrol Division with eight officers and one sergeant and concentrating on traffic enforcement on high volume major roadways. He spoke to the K9 Unit including 3 officer handlers and their partners whose duties include criminal apprehension, narcotics/building/article searches, and tracking of suspects.

Chief Rushin spoke to the Neighborhood Police Officer Unit created in 1993 and its 13 officers who partner with residents and business owners to improve the quality of life in neighborhoods. He spoke to the Public Safety Unit comprised of 13 officers, 2 police interns, and 2 supervisors who provide services including street patrol, front desk responsibilities and telephone reporting. Chief Rushin spoke to the Crime Prevention Unit representing the education arm of the department and including alumni members of the Plano Citizens Police Academy and 35 different citizen programs. He spoke to community partnerships and savings provided by volunteer services and reviewed School Crossing Guards, the School Liaison Officer Unit and the Traffic Unit. Chief Rushin spoke to the implementation of red-light cameras in 2006; the Training Unit; Warrants/Court Security Unit; Emergency Services Unit; ESU Tactical Team; ESU Bomb Squad; Homeland Security Unit and Criminal Investigative Services Division; Crime Scene Investigations Unit; Property/Evidence Unit; Quartermaster Unit; Accreditation Unit; Crime Analysis Unit; Records Unit; Alarms and Fiscal Affairs; Public Information Office; the Plano City Jail; and the Professional Standards Unit. He spoke to the Office of the Legal Advisor and the Planning and Research Coordinator who guides the department's strategic planning process.

Chief Rushin spoke to the department's General Fund budget comprised of \$53 million with 90% in salaries and benefits; the Plano/Richardson Police Training Center budget of \$267,711; Criminal Investigation Fund with a balance of \$1.2 million; School Crossing Guard Fund budget of \$425,380; Child Safety Fund with a balance of \$1.2 million; Red Light Camera Program with a balance of \$2.7 million and State Law Enforcement Training Fund with a balance of \$142,240. He spoke to utilization of the Service Standard Index (SSI) to determine staffing needs, budget reductions of \$1.4 million in FY 2008/09, \$2.1 million in FY 2009-10, and reductions in FY 2009/10 with reimbursement of 50% of the School Liaison Officer Program in 2010-11 from the school district. Chief Rushin spoke to cost containment factors related to the use of Tahoes versus Crown Victorias and future efficiencies including risk management initiatives; cost sharing; Adopt-a-Cop expansion; citizen volunteers; government payment services; online crash reporting; integration of technology; community partnerships; and reductions in overtime. He spoke to reductions in wearing apparel, minor apparatus, radios, software, training, contracts, and injury prevention. Chief Rushin spoke to future challenges including the economy and budget, morale of Staff, motivation, population density, aging workforce, transportation, cultural differences, technology, legal challenges, and unfunded mandates. He spoke to the potential impact of future budget reductions on education/preventative programs, potential for higher crime rates, longer response times, lost services, and an overall reduced quality of service.

Chief Rushin responded to the Council, advising that Staff works to educate the public regarding the requirements for alarm permits, spoke to CALEA accreditations setting out the framework for operation, and to budget reductions in 2008-09 and 2009-10. He spoke to cooperation between departments of the City to aid officers in their duties including maintenance of streets and the availability of technology allowing officers to complete reports from their vehicles.

City Manager Glasscock spoke to the cooperative efforts between Emergency Management, which focuses on all hazards, as compared to the police who address law enforcement efforts including specific terrorist issues. Chief Rushin spoke to the use of volunteers in the department, revenues received from the red-light camera program earmarked for traffic safety, and volunteer officers participating in the *Adopt-a-Cop* program serving middle schools. He spoke to City opposition to state legislation which would impact monies received from the *Child Safety Fund* and further spoke regarding charge backs for those causing false alarms and state law requiring a signed complaint in order to initiate police action.

Fire Department

Chief Esparza spoke to the department established in 1886 with volunteers and its current status of 330 personnel, response to over 20,000 incidents annually, and national accreditation which allows the department to benchmark its performance against other agencies and reflects the best practices in fire/ambulance services. He spoke to partnerships and agreements, training and equipment and advised that Mutual Aid Agreements include Plano assistance to other entities while ensuring the same in return. Chief Esparza spoke to the Fire Prevention Unit which provides plan review, engineering, inspections, investigations and special projects services and to the Emergency Medical Services Unit including staffing, patient treatment and outcome, and partnerships. He spoke regarding training provided firefighters and their fitness program; the Resource Division which includes facilities, apparatus, and equipment; and community outreach and education including youth oriented programs, educational programs and partnerships.

Chief Esparza spoke to the department's budget of \$43 million with 88.72% in personnel costs, definitions of the duties of fire fighters and their roles established by state statutes, advising that the department is made up of 321 civil service and 10 civilians. He spoke to reductions and efficiencies including in elimination of six positions in FY 2007-08, elimination of positions in FY 2008-09 along with Special Program/Administrative Overtime, reductions in training costs, use of grant funds, reorganization of meetings, and the loss of the Children's Clown Safety Program. He spoke to the elimination of prevention programs and possible consequences, delays in staffing Station #13, and restructured training to allow for computer-based or alternative site classes. Chief Esparza responded to the Council, advising that the department is beginning implementation of the commercial inspection program. He spoke to some increase in response times and services that were provided by the "demand" ambulance.

Public Safety Communications Department

Public Safety Communications Manager Carr advised that the department was established in 1991 and provides a benefit to citizens by centralizing emergency services (911). She spoke to divisions including Dispatch Operations which includes 80 full-time employees (67 of which are 24/7/356) and their accreditation; the level of call volumes (500,000 in 2010) and an average answering time of less than 10 seconds (92.6% in 2010).

Ms. Carr spoke to the department's status as a recognized center for missing and exploited children and as a storm-ready City. Ms. Carr spoke to the increase in cell phone calls and challenges of determining the location of callers. She spoke to the Plano Cable Override System and Regional Public Safety Radio System and advised that the department's budget is \$6.3 million, with revenues from the 9-1-1 wire line and reimbursements and is 20% revenue supported. Ms. Carr spoke to reductions of \$515,000 over the last three years including modification to maintenance agreements, individual line item reductions, and reimbursement to the General Fund. She spoke to current/future issues including the next generation of technology, public expectations, surge capacity and staffing issues including stress/shift work and loss of employees to other entities.

Ms. Carr responded to the Council regarding revenue generated by fees for emergency services and spoke to cost-sharing agreements with other entities who lease radios and frequencies. Ms. Carr further responded that there are fees on both land-line and cell phones.

Conclusion/Next Steps

City Manager Glasscock spoke to the importance of public education and its reduction in departmental budgets as they look to minimize costs. He spoke to its importance as a proactive step in keeping the City safe and to the integration/interdependence of various departments in the organization. Director of Finance Tacke responded to Mayor Pro Tem Dunlap regarding the impact of Department of Treasury decisions on the City's ability to sell bonds.

Nothing further was discussed. Mayor Dyer adjourned the Session at 8:10 p.m.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
May 9, 2011**

COUNCIL MEMBERS

Phil Dyer, Mayor
Lee Dunlap, Mayor Pro Tem
Pat Miner, Deputy Mayor Pro Tem
Ben Harris
André Davidson
Lissa Smith
Harry LaRosiliere
Jean Callison

STAFF

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

Mayor Dyer called the meeting to order at 5:03 p.m., Monday, May 9, 2011, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Council Member Callison arrived at 5:06 p.m. Mayor Dyer 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; discuss Real Estate, Section 551.072; and to receive information regarding 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 Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:07 p.m.

Consideration and Action Resulting From Executive Session

No items were discussed.

Financial Forecast Update

Budget and Research Director Rhodes-Whitley spoke to revised revenue projections reducing the City's deficit position for FY 2011-12 from \$9.3 million to \$7 million with a projected deficit of \$20 million in FY 2012-13 and \$18 million in FY 2013-14. She stated that last week, the Central Appraisal Districts, Collin and Denton County, provided their preliminary certified property values which are close to City estimates at \$24.28 billion. Ms. Rhodes-Whitley advised that new property values are \$200 million rather than the \$300 million expected, spoke to the protest period and advised Council that final numbers will be available in mid-July.

Ms. Rhodes-Whitley stated the City will be receiving a settlement check from Oncor for \$790,000 this year, and \$525,000 next year and municipal court fines have increased over the last two months averaging \$580,000 a month. In regards to sales tax, Ms. Rhodes-Whitley stated the City is leading last year by \$2.7 million.

Discussion and Direction regarding Community Relations Commission's Grant Program

Community Services Manager Day stated that the Buffington Community Services Grant currently has two major objectives: (1) all programs funded through this grant meet a short-term urgent economic assistance or care services; and (2) programs meet a consolidated plan goal. Ms. Day advised Council that most of the funds go to meet the objective of "suitable living environment," a HUD term that means the City will provide support to organizations that engage in public services for Plano residents. Ms. Day informed the Council that the United Way of Metropolitan Dallas has shifted their funding focus recently to education, income and health. She stated that applications for City funds include 3 years of budgeting information for the organization and specifically call out grants that are received by the agency so that the Community Relations Commission is able to see whether or not an agency has received United Way funding or any other grants and how that is impacting their overall organization budget not only in past years but future projections as well.

Mayor Dyer spoke to the impact of funding cuts by The United Way on emergency service agencies and to possible reprioritization of grant funding. Ms. Day advised the Council that grant applications are similar to those received in the past and spoke to a further defining of the Buffington Community Service Grants to cover short-term urgent needs. She commented that some of the more preventative services have been moved into the Community Development Block Grants and further advised that funding begins on October 1. Mayor Dyer requested consideration of funding be brought to Council before July. Chairman Grady informed Council that the Commission has looked at each agency receiving United Way funding and advised that a preliminary analysis shows very few of those agencies feel they will receive any monies. The Council thanked the Commission for their service.

Council Member Callison left the bench at 6:28 p.m. and did not return.

Post Development Storm Water Quality Control Program

Public Works Director Cosgrove spoke to the need for a Plano post-development control program by 2012 and Staff's review of the *integrated Storm Water Management* (iSWM) program being developed by the Council of Governments including: criteria, methodology and controls for a City's local drainage system; stream bank protection system; flood conveyance system. He spoke to Phase I of the program which reviewed the City process and compared it to iSWM; established new criteria for water quality, leaving quantity and stream bank protection as is; determined regulations would be incorporated into the Subdivision Ordinance; and developed an outline for implementation. He spoke to Phase II in which the City would establish water quality criteria, development technical requirements for BMPs, develop an ordinance and provide public outreach and education.

Mr. Cosgrove advised that the City will look at using the iSWM Technical Manual with local provisions, deciding what level of treatment is required and what devices will be allowed in the City. He stated in developing the ordinance, consideration will be given to whether sites have natural qualities (streams, trees, etc.) and spoke to bio-retention areas and types of treatment devices (plants, organic filters, compost or mulch, ponds, sand filters, and green roofs). Mr. Cosgrove spoke to maintenance issues and reviewed the schedule, advising that the proposed effective date would be January 1, 2013. He further spoke to implementing an extensive training program.

Mr. Cosgrove responded to Mayor Pro Tem Dunlap, advising that the City is required to take these steps and stated that implementation will impact new development and redevelopment, including residential sites. Mayor Pro Tem Dunlap spoke to the City's adherence to state requirements and issues/costs related to maintenance and inspections. Mr. Cosgrove stated funding would be from drainage fees and responded to Mayor Dyer regarding the uncertainty of grant funding. Council Member Davidson verified that developers will pay for initial installation with City permitting and allocation of maintenance expenses is yet to be determined.

Water Quality Report

Public Works Director Cosgrove stated during the month of April, of 217 water samples taken for Coliform, 23 tested positive and advised that these were scattered throughout the City, occurred within one week and that there has not been a positive test since. Mr. Cosgrove stated the City will notify the public, publish information on the City's website, and provide a press release. He spoke to proposals for additional testing in the future; a computer model for water quantity, to make sure we have enough water to provide to our citizens; and developing a model to determine the age of the water in use. He responded to the Council that City testing exceeds State requirements and that retesting is done until sites pass.

Microsoft Exchange Online Migration

Director of Technology Services Stephens spoke regarding review of the City's e-mail system and criteria including: cost, business continuity, scalability, functionality and compliance. He spoke to costs for upgrading to the current version of Microsoft Exchange and ensuring e-mail is available to employees, no matter what happens to the data center; the cost of replicating hardware and services at the Emergency Operations Center; and issues of regulatory compliance including e-discovery. He advised that the City is providing more electronic records than paper and must have a record of all e-mails going in and out of the system. Mr. Stephens stated the storage requirement has gone up dramatically and spoke to functionality and remote access. Mr. Stephens spoke to utilization of a Business Productivity Online Suite ("BPOS") or hosted (cloud) version of e-mail with Microsoft accepting responsibility for the maintenance of the hardware, the backups, and the increasing storage requirements resulting in an anticipated cost-savings of almost \$900,000 over three years. He spoke to utilization on personal devices, non-City issued cell phones and smart phones and migration expected to be complete by September.

Personnel

Upon a motion made by Council Member Davidson and seconded by Council Member LaRosiliere, the Council voted 7-0 to appoint Karen Mitchell to the Senior Citizens Advisory Board as an interim member.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agenda

Staff requested Consent Agenda Item "L", a resolution to approve the terms and conditions of a First Amendment to Development Agreement by and between the City and Tenth Street Plano, L.P. be pulled.

Mayor Pro Tem Dunlap requested Consent Agenda Item "B", Bid No. 2011-138-B for University Estates Waterline Rehabilitation to RKM Utility Services, Inc. in the amount of \$1,172,862 be removed for individual consideration due to a possible conflict of interest.

Mayor Dyer requested Consent Agenda Items "E," CSP No. 2011-128-C for a contract for Back-up Bank Depository Services for the Treasury Department to LegacyTexas Bank; and "O," an ordinance to rezone 31.3± acres located generally at the northeast corner of Coit Road and Mapleshade Lane in the City, from Corridor Commercial to Planned Development-215-Corridor Commercial, and 5.3± acres located at the southwest corner of Mapleshade Lane and Silverglen Drive in the City, from Corridor Commercial and Light Industrial-1 to Planned Development-216-Corridor Commercial be removed for individual consideration due to possible conflicts of interest. He further advised that he would be stepping down on Regular Item "2," Public Hearing and an Ordinance as requested by Zoning Case 2011-07 to rezone 11.1± acres located on the east side of Ohio Drive, 641± feet north of Rasor Boulevard in the City, from Retail to Planned Development-213-Single-Family Residence-6; due to a possible conflict of interest.

Mayor Pro Tem Dunlap requested Consent Agenda Items "J," a resolution to provide for opposition to the Federal Communications Commission notice of inquiry relating to acceleration of broadband deployment and; and "K," a resolution to approve the terms and conditions of a contract between Interfaith Housing Coalition and the City of Plano for Homelessness Prevention and Rapid Re-Housing Program funds in the amount of \$31,465 be removed for individual consideration.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:49 p.m.

Phil Dyer, Mayor

ATTEST:

Alice Snyder, Assistant City Secretary

PLANO CITY COUNCIL
May 9, 2011

COUNCIL MEMBERS

Phil Dyer, Mayor
Lee Dunlap, Mayor Pro Tem
Pat Miner, Deputy Mayor Pro Tem
Ben Harris
André Davidson
Lissa Smith
Harry LaRosiliere
Jean Callison

STAFF

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

Mayor Dyer convened the Council into the Regular Session on Monday, May 9, 2011, at 7:05 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Callison.

The invocation was led by Father Tom Cloherty of Prince of Peace Catholic Community and the Pledge of Allegiance was led by Jr. Girl Scout Troop 68.

Mayor Dyer presented the Standberry Scholarship recipients; presented special recognition to the Plano Senior High School Speech and Debate teams; proclaimed Asian Pacific Heritage Month; proclaimed Bike to Work Week and Day; proclaimed Public Service Recognition Week and recognized Employee of the Year Adrian Magallanes.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

Upon the request of Staff, Consent Agenda Item "L" was pulled.

Upon the request of Mayor Pro Tem Dunlap, Consent Agenda Item "B" and was removed for individual consideration due to a possible conflict of interest.

Upon the request of Mayor Dyer, Consent Agenda Items "E" and "O" were removed for individual consideration due to possible conflicts of interest. He further advised that he would step down on Regular Agenda Item "2" due to a possible conflict of interest.

Upon the request of Mayor Pro Tem Dunlap, Consent Agenda Items "J" and "K" were removed for individual consideration.

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

Approval of Minutes (Consent Agenda Item "A")

April 20, 2011

April 25, 2011

Approval of Expenditures

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

CSP No. 2011-114-B for the construction of Fire Station 4 Addition to Lee Lewis Construction, Inc., in the amount of \$1,926,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

Bid No. 2011-154-B for the replacement of a complete underground irrigation system for the Parks and Recreation Department to Jonesplan of Texas, LLC in the amount of \$110,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "D")

Purchase from an Existing Contract

To approve the purchase of office, lobby, and classroom furniture for the Carpenter Park Recreation Center renovation in the amount of \$97,253 from Plano Office Supply through existing contracts with Texas Multiple Award Schedule (TXMAS) and Collin College (#B-3059) contracts and authorizing the City Manager to execute all necessary documents. (TXMAS Contracts 3-711010-38, 7-7110140-7, 9-711020-15, City of Plano Interlocal Agreement 2009-74-I). (Consent Agenda Item "F")

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

To approve an Engineering contract by and between the City of Plano and Freese and Nichols, Inc. in the amount of \$120,561 for Stormwater Quality Ordinance Development and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "G")

To approve an Engineering contract by and between the City of Plano and HDR Engineering, Inc., in the amount of \$397,432 for the engineering design of the Spring Creek Parkway Corridor project and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "H")

Adoption of Resolutions

Resolution No. 2011-5-1(R): To approve the terms and conditions of Standard DOT Title VI Assurances between the State of Texas and the City of Plano for the adoption of the Texas Department of Transportations's federally-approved Title VI Program, authorizing its execution by the Mayor; and providing an effective date. (Consent Agenda Item "I")

Adoption of Resolutions (cont'd)

To approve the terms and conditions of a First Amendment to Development Agreement by and between the City of Plano, Texas, and Tenth Street Plano, L.P.; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "L") (Item pulled)

Resolution No. 2011-5-2(R): To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for a "Click It or Ticket" Project, to be conducted during Memorial Day Holiday period; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "M")

Resolution No. 2011-5-3(R): To authorize the filing of application for federal funds in an amount not to exceed \$47,600 under the Edward Byrne Memorial Justice Assistance Grant (JAG) State Formula Program through the Office of the Governor of Texas, Criminal Justice Division; designating Gregory W. Rushin as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date. (Consent Agenda Item "N")

END OF CONSENT

Due to a possible conflict of interest, Mayor Pro Tem Dunlap stepped down from the bench on the following item.

Bid No. 2011-138-B for University Estates Waterline Rehabilitation to RKM Utility Services, Inc. in the amount of \$1,172,862 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

Upon a motion made by Council Member Harris and seconded by Council Member Davidson, the Council voted 6-0 to approve Bid No. 2011-138-B for University Estates Waterline Rehabilitation to RKM Utility Services, Inc. in the amount of \$1,172,862.

Mayor Pro Tem Dunlap resumed his place at the bench.

Due to possible conflicts of interest, Mayor Dyer stepped down from the bench on the following two items which were considered concurrently.

CSP No. 2011-128-C for a 2-year revenue generating contract with 3 City optional renewals for Back-up Bank Depository Services for the Treasury Department to LegacyTexas Bank, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "E")

Ordinance No. 2011-5-4: To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 31.3± acres located generally at the northeast corner of Coit Road and Mapleshade Lane in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-215-Corridor Commercial, and 5.3± acres located at the southwest corner of Mapleshade Lane and Silverglen Drive in the City of Plano, Collin County, Texas, from Corridor Commercial and Light Industrial-1 to Planned Development-216-Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Coit 190, L.P. and Harkins Plano L.P. Zoning Case 2011-05 (Public Hearing held and item approved by Council 4/25/11). (Consent Agenda Item "O")

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member Smith, the Council voted 6-0 to approve CSP No. 2011-128-C for a 2-year revenue generating contract with 3 City optional renewals for Back-up Bank Depository Services for the Treasury Department to LegacyTexas Bank and to adopt Ordinance No. 2011-5-4 to rezone 31.3± acres located generally at the northeast corner of Coit Road and Mapleshade Lane in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-215-Corridor Commercial, and 5.3± acres located at the southwest corner of Mapleshade Lane and Silverglen Drive in the City of Plano, Collin County, Texas, from Corridor Commercial and Light Industrial-1 to Planned Development-216-Corridor Commercial.

Mayor Dyer resumed his place at the bench.

Resolution No. 2011-5-5(R): To provide for opposition to the Federal Communications Commission notice of inquiry relating to acceleration of broadband deployment and providing an effective date. (Consent Agenda Item "J")

Assistant City Manager Israelson stated that the resolution opposes a Federal Communications Commission notice of inquiry gathering information regarding broadband deployment in municipalities, the federal government coming in and looking at management of rights-of way and if there are barriers to deployment of broadband. He stated the City has 100 percent deployment. Mr. Israelson also informed Council that every resident has access to broadband with multiple carriers to choose from and the City believes there should be local control. He stated that he believed cities can contract with the broadband companies to make sure that service is provided within their individual communities.

Mayor Pro Tem Dunlap spoke to the operations of the City and inquired who owned the rights-of-way whereas Mr. Israelson stated the City does (the citizens of Plano). Mayor Pro Tem Dunlap stated that the City has encouraged, supported and received mutual positive relationships with the cable companies; if another company wants to come to the City, they would also want to use the rights-of-way; and that the City would want the companies to put the rights-of-way put back together in a timely way. Mayor Pro Tem Dunlap stated if this would become federal or state legislation, it would preclude this from occurring.

Resolution No. 2011-5-5(R) (cont'd)

Mr. Israelson advised that the City is operating under a statewide franchise for telecommunications and cable. He stated the State of Texas has gone a step further as far as granting authority for companies to come in and deploy their services within individual communities. He stated that companies coming into the City file for a franchise with the State of Texas and utilize our rights-of-way and the City works with them as far as the utilization and how they go about the construction practices. Mayor Pro Tem Dunlap thanked Mr. Israelson for the information he provided.

Upon a motion made by Mayor Pro Tem Dunlap and seconded by Deputy Mayor Pro Tem Miner, the Council voted 7-0 to provide for opposition to the Federal Communications Commission notice of inquiry relating to acceleration of broadband deployment and providing an effective date and further adopt Resolution No. 2011-5-5(R).

Resolution No. 2011-5-6(R): To approve the terms and conditions of a contract between Interfaith Housing Coalition and the City of Plano for Homelessness Prevention and Rapid Re-Housing Program funds in the amount of \$31,465; and approving its execution by the City Manager; and providing an effective date. (Consent Agenda Item "K")

Community Services Manager Day advised that this item is part of the American Reinvestment and Recovery Act and spoke to contracts with four different service providers. She informed the Council that the only one still operating at the end of the term is Interfaith Housing Coalition. She stated that one of the service providers did not spend all of their funds and the City is requesting that the Council authorize Interfaith Coalition to continue their program through August to expend the additional \$31,000. Ms. Day informed Council if the money is not spent, it will be returned to the federal government and reissued to other cities.

Mayor Pro Tem Dunlap stated that this was federal money given to the City as an effort to create jobs and to using it to help our citizens.

Upon a motion made by Mayor Pro Tem Dunlap and seconded by Council Member Smith, the Council voted 7-0 to approve the terms and conditions of a contract between Interfaith Housing Coalition and the City of Plano for Homelessness Prevention and Rapid Re-Housing Program funds in the amount of \$31,465 and further adopt Resolution No. 2011-5-6(R).

Public Hearing and adoption of Ordinance No. 2011-5-7 as requested in Zoning Case 2011-06, to amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) and 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, with regard to development standards and uses within the Research/Technology Center zoning district; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano (Regular Agenda Item "1")

Public Hearing and adoption of Ordinance No. 2011-5-7 (cont'd)

Planning Manager Firgens spoke of Council direction to develop a plan for the Research/Technology Center district, as well as looking at regulations. She advised that the Planning and Zoning Commission recommended retaining: prohibition of open storage and restriction on delivery vehicles within the district; limitations on the number of dock doors; and limitations on the gross floor area for office-showroom warehouse uses (a minimum of 30% of the floor area for office showroom use has to be dedicated to office use).

Ms. Firgens further stated areas of the ordinance that the City is proposing to amend are those that appear to be adding substantial cost or unnecessary restrictions without providing commensurate benefit to the district. She stated that the Planning and Zoning Commission recommends approval as follows (additions are indicated by underlined text and deletions are indicated by strike-through text).

1. Amend (4) (Off-Street Parking and Loading Requirements) (d) of Subsection 2.826 (RT-Research/Technology Center) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses), such portion of subsection to be deleted as follows:

4. Off-Street Parking and Loading Requirements

- ~~d. In order to accommodate future changes in use, approved site plans shall include adequate land area to increase parking to the minimum requirements for office development (one space per 300 square feet) for 75% of the gross floor area of any building.~~

2. Amend (5) (Landscaping) of Subsection 2.826 (RT-Research/Technology Center) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses), such portion of subsection to read as follows:

- ~~5. Landscaping (ZC 2006-02; Ordinance No. 2006-4-24)~~

- ~~A minimum of 20% of the total lot area shall be landscaping which may include courtyards, plazas, walkways, water features, and related treatments in addition to plant materials. (See '3.1200 Landscaping Requirements'.) Per the development standards and incentives in Section 3.1700 (Storm Water Management), up to 50% of this required landscape area may be placed outside of the parking lot and/or landscaping along street rights-of-way if designated as storm water conservation area on a site-specific storm water management plan per Section 3.1700.~~

Public Hearing and adoption of Ordinance No. 2011-5-7 (cont'd)

5. Landscaping (See Section 3.1200 Landscaping Requirements and Section 4.700 190 Tollway/Plano Parkway Overlay District).

This would comply with the City's standard landscaping requirements for non-residential developments.

- A landscape edge shall be provided adjacent to all streets
 - Eight square feet of permeable interior landscaping must be provided per parking space.
 - One shade tree or an approved ornamental tree for every 15 parking spaces.
 - For corner lots at the intersection of Type D or larger thoroughfares:
 - A minimum of ten percent of the site area devoted to landscaping.
 - A minimum 15-foot wide landscape edge shall be located along all street right-of-way.
3. Amend (7) (Special District Requirements) (b) of Subsection 2.826 (RT-Research/Technology Center) of Section 2.800 (District Charts) (b) of Article 2 (Zoning Districts and Uses), such portion of subsection to read as follows:

7. Special District Requirements

b. Retail and service uses identified with an “*” in Subsection 2.502, Schedule of Permitted Uses, may not occupy more than ten percent of the gross floor area** of a building unless the building and the designated location and amount of said uses are part of an approved site plan for more than one building, and the amount of space for these uses does not exceed ten percent of the combined floor area of all constructed buildings. The space for these uses may be redistributed within and among the buildings with the approval of a revised site plan. If a site plan includes multiple lots, all property owners must authorize the application. These uses may not be distributed among noncontiguous parcels of land.

A freestanding (sole use and occupant) restaurant/cafeteria is permitted in an RT district ~~as part of the ten percent allowance described above~~ if it has a minimum of 5,000 square feet of gross floor area** and no drive-in window.

**“Gross Floor Area” means the total floor area of a building from the exterior face of a building or from the centerline of a wall separating two buildings, but shall exclude any space where the floor-to-ceiling height is less than six feet and all patios, balconies, and parking facilities.

4. Amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) to allow restaurant/cafeteria by right in the Research/Technology Center zoning district and adding End Note 44 as follows:

Public Hearing and adoption of Ordinance No. 2011-5-7 (cont'd)

Permitted uses	Category	Category													
		O-1 - Neighborhood Office	O-2 - General Office	R - Retail	BG - Downtown	LC - Light Commercial	CE - Commercial Employment	CB-1 - Central Business-1	LI-1 - Light Industrial-1	LI-2 - Light Industrial-2	RE - Regional Employment	RC - Regional Commercial	RT - Research/Technology Center	CC - Corridor Commercial	
Restaurant/ Cafeteria	Service		S	P	P	P	P	P	P	P	P	P ₄₃	P	P ₄₄	P

44	See '2.826 RT – Research/Technology Center.
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Planning Manager Firgens stated that Staff has sent out invitations several times throughout the process asking property owners for feedback to the Planning & Zoning Commission as part of this evaluation of the Research/Technology Center district. Deputy Mayor Pro Tem Miner commended the Staff and Commission for the good work, forethought, discussion, and seeking of public input.

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

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member LaRosiliere, the Council voted 7-0 to amend Subsection 2.502 of Section 2.500 and Subsection 2.826 of Section 2.800 of Article 2 and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, with regard to development standards and uses within the Research/Technology Center zoning district; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2011-06; and further to adopt Ordinance No. 2011-5-7.

Mayor Dyer stepped down on the following item at 7:44 p.m. and did not return to the bench.

Public Hearing and adoption of Ordinance No. 2011-5-8 as requested in Zoning Case 2010-07 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 11.1± acres located on the east side of Ohio Drive, 641± feet north of Razor Boulevard in the City of Plano, Collin County, Texas, from Retail to Planned Development-213-Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Megatel Homes, Inc. (Regular Agenda Item “2”)

Planning Director Jarrell advised that the applicant is requesting to rezone the property to develop a residential subdivision and retaining 3 acres as retail. She advised that the Planning and Zoning Commission recommended approval as follows.

Restrictions:

The permitted uses and standards shall be in accordance with the Single-Family Residence-6 (SF-6) zoning district unless otherwise specified herein.

General Provisions of the Planned Development

1. The zoning exhibit shall be adopted as part of the ordinance.
2. A maximum of nine lots shall have a minimum lot width of 50 feet; all other lots shall comply with the minimum lot width requirements for the SF-6 district.

Ms. Jarrell stated the Comprehensive Plan recommends residential development for this property and policies recommend creating additional opportunities for housing in the City where appropriate and removing excessive retail zoning where it is unlikely to occur. Ms. Jarrell informed Council there were four letters of opposition.

Council Member Davidson inquired as to how many homes are slotted to be put in this area. Ms. Jarrell informed her 50 lots are planned.

Mayor Pro Tem Dunlap opened the Public Hearing. Don Plunk, representing Megatel Homes, Inc. advised that the property was purchased in the last week and spoke to limited interest in retail uses. Mr. Plunk stated the corner is being held for retail because it mirrors existing retail on the northwest corner of Ohio Drive and Razor Road in which portions have already been developed. No one else spoke for or against the item. The Public Hearing was closed.

Council Member LaRosiliere spoke to the positive migration from Retail to Single Family uses.

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Smith, the Council voted 6-0 to rezone 11.1± acres located on the east side of Ohio Drive, 641± feet north of Razor Boulevard in the City of Plano, Collin County, Texas, from Retail to Planned Development-213-Single-Family Residence-6; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2011-07 and further to adopt Ordinance No. 2011-5-8.

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

Phil Dyer, MAYOR

Lee Dunlap, Mayor Pro Tem

ATTEST:

Alice Snyder, Assistant City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/23/11		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Nicole Griffin ext 7204				
CAPTION				
Bid No. 2011-52-C for 1 year contract with 3 City optional renewals for the Median and Right- of-Way Landscape Maintenance for the Parks and Recreation department to Good Earth Corporation in the amount of \$84,740 and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,098,143	0	1,098,143
Encumbered/Expended Amount	0	-417,404	0	-417,404
This Item	0	-84,740	0	-84,740
BALANCE	0	595,999	0	595,999
FUND(S): GENERAL FUND				
COMMENTS: This item, in the amount of \$84,740, provides for regular landscape maintenance along medians and rights of way throughout the City of Plano. The remaining balance will be used for other contractual expenditures. STRATEGIC PLAN GOAL: Regular maintenance of medians and rights of way within Plano relates to the City's goal of "Great Neighborhoods - 1st Choice to Live"				
SUMMARY OF ITEM				
The Parks and Recreation staff recommends the bid of Good Earth Corporation for the Median and Right-of-Way Landscape Maintenance for Preston, Spring Creek and other locations as the lowest responsive, responsible bidder, in the amount of \$87,740.				
List of Supporting Documents: Memorandum and Bid Recap			Other Departments, Boards, Commissions or Agencies	

MEMO

TO: PURCHASING DEPARTMENT, AIMEE STORM
FROM: MATTHEW SIMMONS, PARKS FIELD SERVICES SUPERVISOR
DATE: 5/5/2011
RE: **AWARD RECOMMENDATION 2011-52-C** Median and Right Of Way Landscape Maintenance – Spring Creek, Preston, and subsidiary streets.

It is the recommendation of Parks and Recreation Department to award **2011-52-C for Median and Right Of Way Landscape Maintenance - Spring Creek Blvd, Preston Rd, and subsidiary streets** to *Good Earth Corporation*. Good Earth Corporation has a good working relationship with local municipalities such as Mesquite, Dallas, and Lancaster. Based on their work history and the recommendations of these municipalities, the Parks and Recreation Department believes Good Earth Corporation is capable of meeting the requirements of the aforementioned maintenance contract. As stated in the bid documentation, this contract is to be awarded to the lowest responsive, responsible bidder.

As shown in the bid re-cap, Good Earth Corporation is the lowest responsive bidder. This contract includes 18 mowing cycles, litter service, and tree pruning for Spring Creek Parkway, Preston Rd, and 10 other subsidiary streets.

Total budget for this bid was \$115,000. Total annual amount awarded for this contract is \$84,740. This price is consistent with the other contracts for existing median maintenance in Plano.

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



CITY OF PLANO

BID NO. 2011-52-C

Median and Right of Way Landscape Maintenance- Spring Creek, Preston,
and Subsidiary Streets

BID RECAP

Bid opening Date/Time: February 14, 2011 @ 3:00 pm

Number of Vendors Notified: 1289

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 1

Number of Bids Submitted Responsive to Bid: 11

Good Earth Corporation	\$84,740.00
American Landscape Systems, Inc.	\$85,818.64
SLM Landscaping & Maintenance, Inc.	\$89,576.30
Somerset Landscape Maintenance	\$94,065.80
Texas Tree Turf Co.	\$96,533.08
Jordan Maintenance Services	\$98,691.74
VMC Landscape Services	\$104,597.00
Dyna-Mist	\$114,525.00
The Teter Group, Inc.	\$116,936.00
Westpark landscape, Inc.	\$126,402.26
Greater Texas	\$180,680.00

Recommended Vendor:

Good Earth Corporation	\$84,740.00
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Nicole Griffin

April 28, 2011

Nicole Griffin
Buyer I

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		5-23-11			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): Nancy Corwin 972-941-7137					
CAPTION					
Approval of Bid No. 2011-99-C for a one (1) year contract with three (3) City optional renewals to purchase preformed thermoplastic pavement marking and sealer for Public Works from Flint Trading, Inc. in an estimated amount of \$93,566 and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-11, and 2011-12 thru 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	244,278	327,481	571,759
Encumbered/Expended Amount		0	-98,002	0	-98,002
This Item		0	-46,783	-327,481	-374,264
BALANCE		0	99,493	0	99,493
FUND(S): GENERAL FUND					
<p>COMMENTS: This item approves price quotes. Expenditures will be made in the Signs & Markings Cost Center based on need within approved budget appropriations for each year of the contract. The estimated amount to be spent in FY 2010-11 is \$46,783; \$93,566 each year in FY 2011-12 thru FY 2013-14, and then \$46,783 in FY 2014-15.</p> <p>STRATEGIC PLAN GOAL: Providing pavement markings relates to the City's Goal of Safe Large City.</p>					
SUMMARY OF ITEM					
<p>Staff recommends the bid of Flint Trading, Inc. for a one (1) year contract with three (3) City optional renewals in an estimated amount of \$93,566 be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. Estimated expenditure for the remainder of fiscal year 2010-11 is 46,783. This purchase is for Public Works (2011-99-C).</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Award Memo, Bid Recap			NA		



*P.O. Box 860358
Plano, Texas 75086-0358
972-769-4144*



MEMORANDUM

DATE: APRIL 14, 2011

TO: NANCY CORWIN, PURCHASING

FROM: ROBERT MOORE, TRAFFIC OPERATIONS SUPERINTENDENT

SUBJECT: AWARD OF BID 2011-99-C

I have completed the review and evaluation of bids submitted for bid # 2011-99-C.

Based on the information provided, it is my recommendation the entire bid to be awarded to Flint Trading, Inc. as the lowest responsive, responsible bidder in the amount of \$93,565.93. The contract will be awarded for a term of one (1) year with three (3) City optional renewals.

The alternative options should Bid # 2011-99-C not be awarded would be.

Option 1: Let the thermoplastics markings deteriorate until they are gone.

Impact: This would lead to more motor vehicle accidents and an increased safety hazard for the citizens of Plano and the people who commute through our city. This would be due to the absents of these markings and the clear message that these markings provide for motorist and pedestrians.

Option 2: Do not award the contract and buy the material on an as need basis, at current market prices.

Impact: The thermoplastics material would be bought at a higher price, plus there would be shipping added to the cost. With the contract, we have no shipping costs.

CITY OF PLANO

Bid No. 2011-99-C Preformed Thermoplastic Pavement Markings and Sealer Bid Recap

Bid opening Date/Time: April 12, 2011 @ 3:30 pm

Number of Vendors Notified: 408

Vendors Submitting "No Bids": 1

Bid Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 4

Flint Trading, Inc.	\$ 93,565.93
Centerline Supply	\$134,406.35
Pathmark Traffic Products of Texas	\$148,047.00
Parking Mates, Inc.	\$188,798.00

Recommended Vendor(s):

Flint Trading, Inc. \$ 93,565.93

Nancy Corwin

Nancy Corwin, Buyer II

April 12, 2011

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		May 23, 2011		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Amy Powell X7342				
CAPTION				
To approve a contract for the purchase of support and maintenance for a one year contract with two, one year City-optional renewals for J. D. Edwards Software Applications, in the amount of \$125,280 from Oracle America, Inc., through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-VPC-03-018)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,828,389	0	2,828,389
Encumbered/Expended Amount	0	-2,801,907	0	-2,801,907
This Item	0	-125,280	0	-125,280
BALANCE	0	-98,798	0	-98,798
FUND(S): TECHNOLOGY SERVICES				
COMMENTS: Funding for software maintenance agreements is included in the approved FY 2010-11 Budget. This item, in the amount of \$125,280, will cause the Maintenance Agreements account to go over the budgeted amount by \$98,798. Savings from various other accounts will be used for this overage.				
STRATEGIC PLAN GOAL: Maintenance support services for Oracle Applications relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Technology Services recommends Council approve a maintenance and support services agreement for J. D. Edwards Software Applications with Oracle America, Inc. We are requesting Council approve a one year renewal term with the option to renew for two additional years, subject to the availability and appropriation of funds after the first year. These software applications are integral to the financial business process of the City of Plano and renewal of this maintenance is necessary in order to receive assistance in resolving issues with the software applications and to receive upgrades and enhancements to these products. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter F of the Local Government Code and by doing so, satisfies any State Law requiring local governments to seek competitive bids for items. (DIR Contract No. DIR-VPC-03-018).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Staff Memo and Contract				

Memorandum

Date: April 8, 2011

To: David Stephens, Director of Technology Services

From: Danny Housewright, Systems and Programming Manager

Subject: Approval of Annual Maintenance for Oracle J.D. Edwards Applications

We have received quotes for a maintenance and support agreement for the J.D. Edwards software applications. These applications are integral to the financial business processes of the City of Plano. Therefore, the continuation of the maintenance and support of these software applications is critical to the operations of the City.

Oracle America Inc., is the only company that provides enhancements, upgrades and support for their products. Annual maintenance and support with Oracle America, Inc., is necessary in order to receive help in resolving issues with the J.D. Edwards software applications and to continue to receive upgrades and enhancements to these products.

If annual maintenance and support with Oracle America, Inc., is not continued then no assistance from Oracle would be available to resolve issues and no enhancements or upgrades would be available for the J.D. Edwards software applications. In addition, if the City wanted to resume receiving these services then Oracle America, Inc., would require the back payment of maintenance plus maintenance for the current year with associated penalties and fees for reinstatement of these services. If we do not approve the expenditure for the annual maintenance and support, it would put the City at risk of not being able to perform critical financial functions and would create the possibility of the need for substantial additional funding in order to reinstate those services.

Therefore, it is recommended that the City approve the purchase of maintenance and support from Oracle for the J.D. Edwards software applications.

**CONTRACT BY AND BETWEEN
CITY OF PLANO AND ORACLE AMERICA, INC.
FOR MAINTENANCE AND SUPPORT OF
J.D. EDWARDS SOFTWARE APPLICATIONS**

THIS CONTRACT is made and entered into by and between **ORACLE AMERICA, INC.**, a Delaware corporation, whose address is 500 Oracle Parkway, Redwood Shores, CA 94065, 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 shall provide the maintenance and support services (the "Services") for certain J.D. Edwards software applications, as set forth in the Oracle Ordering Document attached hereto as Exhibit "A" (the "Ordering Document"). The Services shall be provided in accordance with the Ordering Document, this Contract and with the Department of Information Resources Contract No. DIR-VPC-03-018 (the "DIR Agreement"), a copy of which is incorporated herein by reference in its entirety as if it were recited here verbatim and which is on file and available for inspection in the City of Plano Technology Services Department and which may be amended from time to time. This Contract consists of:

- (a) The Ordering Document (Exhibit "A");
- (b) This Contract;
- (c) The DIR Agreement;
- (d) Certificate of Liability 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.
PAYMENT**

Payments hereunder shall be made to Contractor within thirty (30) days from the date of Contractor's invoice for the services. Total compensation under this Contract shall not exceed the sum of **ONE HUNDRED TWENTY FIVE THOUSAND TWO HUNDRED SEVENTY NINE AND 97/100 DOLLARS (\$125,279.97)**, unless the term of this Contract is extended in accordance with Section III (Term), then any such additional compensation shall be mutually agreed upon by the parties.

**III.
TERM**

The initial term of this Contract shall be a period of twelve (12) months commencing upon May 24, 2011 and expiring on May 23, 2012. The parties, by mutual consent, shall have the right and option to extend the term hereof by two (2) additional twelve (12) month periods. City shall provide Contractor with notice of its election to extend the term of this Contract not less than thirty (30) days prior to the expiration of the then current term.

Contractor and City herein recognize that the continuation of this Contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Contract, this Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder; provided that City shall be required to pay within thirty (30) days of the date of termination all amounts owed to Contractor for Services received prior to the termination of this Contract. City shall provide Contractor with ten (10) days written notice prior to any such termination.

**IV.
DESCRIPTION OF SERVICES**

Contractor will provide the Services described in the Ordering Document. At City's request and upon mutual agreement of City and Contractor, Contractor may also provide additional services in accordance with the terms and conditions set forth in the DIR Agreement and any additional contract addendums, ordering documents or statements of work, as applicable, and as executed by the Plano City Manager or his duly authorized designee and Contractor.

**V.
CITY CONTACT**

If requested by Contractor, 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.
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times during the term of this Contract observe and comply with all directly applicable Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, in connection with the performance of the Services.

**VII.
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 for matters arising out of this Contract shall lie in Collin County, Texas.

**VIII.
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 Services 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.

**IX.
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of this Contract insurance coverage as required in the DIR Agreement. Contractor has provided the Certificate of Liability Insurance attached hereto as Exhibit "B" to City.

**X.
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.

**XI.
TERMINATION FOR CONVENIENCE**

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 the Services 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; provided that the City shall be required to pay within 30 days of the date of termination all amounts owed to Contractor for services received prior to the termination of this Contract.

If Contractor provides Services after the termination or expiration of this Contract, the terms and conditions in effect at the time of the termination or expiration will apply to those Services.

XII. MAILING OF NOTICES

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

City of Plano
Technology Services
P.O. Box 860358
Plano, Texas 75086-0358
Attn: David Stephens

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

If with respect to a change in the service details contained in the Ordering Document:

Oracle America, Inc.
9600 North Mopac Expressway
Austin, TX 78759
Attn: Jason Haydel
Email: Jason.haydel@oracle.com
Telephone: (512) 671-5652
Fax: (719) 757-4309

If with respect to any legal notices or communications:

Oracle America, Inc.
1910 Oracle Way
Reston, VA 20190
Attn: Michael Clancy, Associate General Counsel
Email: michael.clancy@oracle.com
Fax: (703) 364-3029
Telephone: (703) 364-9000

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

**XIII.
ENTIRE AGREEMENT**

The Contract Documents and their attachments embody the entire agreement relating to the Services between the parties. This Contract may only be modified in writing and only if executed by both parties.

City agrees to reference this Contract, the Ordering Document and the DIR Agreement on any purchase order issued in furtherance of this Contract, however, an omission of the reference to this Contract 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 Contract; (ii) clearly indicate the intention of both parties to override and modify this Contract; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

**XIV.
AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto.

**XV.
SUCCESSORS AND ASSIGNS**

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

**XVI.
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.

ORACLE AMERICA, INC.

Date: _____

By: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY



11-Apr-11

Amy Powell
City Of Plano
IS Department
1117 E 15th St
PLANO
TX 75074
United States

Dear Amy Powell,

The technical support services and benefits provided under service contract number P-JD-M00553-000--70 will expire, or have expired, on 23-May-11. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may also include incremental technical support services newly acquired.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number P-JD-M00553-000--70, please order the technical support services on this ordering document by issuing a form of payment acceptable to Oracle in accordance with the attached Order Processing Details section on or before 24-Apr-11.

If further information is required, please contact me at the e-mail address or telephone number provided below.

Regards,

Jason Haydel
Oracle Support Services
E-mail: jason.haydel@oracle.com
Tel.: (512)671-5652
Fax:

EXHIBIT A
PAGE 1 OF 9



Ordering Document

Service Contract #: P-JD-M00553-000--70	Renewal Contact: Jason Haydel
Offer Expires: 23-May-11	
Payment Terms: 30 NET from date of invoice	Telephone: (512)671-5652
Billing Terms: Quarterly in Arrears	Fax:
	E-mail: jason.haydel@oracle.com
CUSTOMER: City Of Plano	
QUOTE TO	BILL TO
Account Contact: Amy Powell	Account Contact: Accounts Payable Section
Account Name: City Of Plano	Account Name: City Of Plano
Address: IS Department 1117 E 15th St PLANO TX 75074 United States	Address: Technology Services 1117 E 15th Street PLANO TX 75074 United States
Telephone: 972 941-7342	Telephone:
Fax:	Fax:
E-mail: amyp@plano.gov	E-mail:

Oracle may provide certain information and notices about technical support via e-mail. Accordingly, please verify and update the Quote To and Bill To information above to ensure that such communications and notices are received from Oracle. If changes are required, please e-mail or fax the updated information to Jason Haydel at jason.haydel@oracle.com or . Please also include service contract number P-JD-M00553-000--70 on such reply.

EXHIBIT A
PAGE 2 OF 9

Service Details

Service Level: Software Update License & Support						End Date: 23-May-12
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Jd Edwards World Address Book	14488011				24-May-11	0.00
Jd Edwards World Computer Assisted Design	14488011				24-May-11	0.00
Jd Edwards World Time Accounting	14488011				24-May-11	0.00
JD Edwards World Plant And Equipment Maintenance Management	14488011				24-May-11	0.00
Jd Edwards World World Vision Gui	14488011				24-May-11	0.00
Jd Edwards World Warehouse Management	14488011				24-May-11	0.00
Jd Edwards World World Writer	14488011				24-May-11	0.00
Jd Edwards World Accounts Payable	14488011				24-May-11	0.00
Jd Edwards World Technical Aids	14488011				24-May-11	0.00
Jd Edwards World Advanced Stock Valuation	14488011				24-May-11	0.00
JD Edwards World Advanced Accounts Receivable	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Capital Asset Management	14488011				24-May-11	0.00
Jd Edwards World Accounts Receivable	14488011				24-May-11	0.00
Jd Edwards World Project Costing	14488011				24-May-11	0.00
Jd Edwards World Multi-Currency - Base	14488011				24-May-11	0.00
Jd Edwards World Fixed Assets	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Foundation - Address Book	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Accounts Payable	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Accounts Receivable	14488011				24-May-11	0.00
Jd Edwards World Advanced Forecasting	14488011				24-May-11	0.00
Jd Edwards World Sales Order Management	14488011				24-May-11	0.00
Jd Edwards World Security Officer	14488011				24-May-11	0.00
Jd Edwards World Technical Foundation	14488011				24-May-11	0.00
JD Edwards EnterpriseOne	14488011				24-May-11	0.00

Service Level: Software Update License & Support

End Date: 23-May-12

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Technology Foundation						
Jd Edwards World Advanced Pricing	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Procurement and Subcontract Management	14488011				24-May-11	0.00
Jd Edwards World EDI	14488011				24-May-11	0.00
Jd Edwards World Inventory Management	14488011				24-May-11	0.00
Jd Edwards World Documentation	14488011				24-May-11	0.00
Jd Edwards World Electronic Mail	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Requirements Planning	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Contract and Service Billing	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Agreement Management	14488011				24-May-11	0.00
Jd Edwards World General Ledger	14488011				24-May-11	0.00
Jd Edwards World Computer Operations	14488011				24-May-11	0.00
JD Edwards World FASTR	14488011				24-May-11	0.00
JD Edwards World Inventory / OP Base	14488011				24-May-11	0.00
JD Edwards World Load and Delivery Management	14488011				24-May-11	0.00
Jd Edwards World Work Order Management	14488011				24-May-11	0.00
Jd Edwards World Multi-Site Consolidations	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Foundation - Work Order	14488011				24-May-11	0.00
Jd Edwards World Cash Basis Accounting	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Bulk Stock Inventory	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Suite-Concurrent Full-Use User	14488011	80		FULL USE	24-May-11	94,951.04
JD Edwards EnterpriseOne Suite-Named Users	14488011	40		FULL USE	24-May-11	30,328.93
Jd Edwards World Agreement Management	14488011				24-May-11	0.00
Jd Edwards World Bulk Stock Management	14488011				24-May-11	0.00
Jd Edwards World Conversion Programs	14488011				24-May-11	0.00

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Jd Edwards World Requirements Planning	14488011				24-May-11	0.00
JD Edwards EnterpriseOne General Ledger	14488011				24-May-11	0.00
JD Edwards World Enterprise Facility Planning	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Sales Order Processing	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Advanced Stock Valuation	14488011				24-May-11	0.00
Jd Edwards World Dream Writer	14488011				24-May-11	0.00
Jd Edwards World Electronic Burst & Bind	14488011				24-May-11	0.00
Jd Edwards World Quality Management	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Inventory Management	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Foundation - Order Processing	14488011				24-May-11	0.00
JD Edwards EnterpriseOne HCM Foundation	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Project Costing	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Advanced Pricing	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Quality Management	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Sales Order Entry	14488011				24-May-11	0.00
Jd Edwards World Procurement	14488011				24-May-11	0.00
JD Edwards World Case Foundation Environment/Tool Kit	14488011				24-May-11	0.00
JD Edwards EnterpriseOne Fixed Asset Accounting	14488011				24-May-11	0.00
JD Edwards World Financial Planning & Budgeting	14488011				24-May-11	0.00
Jd Edwards World Financial Reporting	14488011				24-May-11	0.00

Subtotal: USD 125,279.97

Total Amount: USD 125,279.97

plus applicable tax

Notes:

1. If any of the fields listed above are blank, the program licenses were acquired under a separate license

model in which such field(s) does not apply.

2. If a change to the Service Details provided above is required, please contact Jason Haydel at (512)671-5652 or at jason.haydel@oracle.com and an updated ordering document will be provided to you in accordance with Oracle's technical support policies.

GENERAL TERMS

"You" and "your" refers to the Customer provided above.

In the event that the Customer and the Quote To Account Name provided above are not the same, City Of Plano acknowledges that Customer has authorized City Of Plano to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. City Of Plano agrees that the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to City Of Plano during the term of service.

The technical support services acquired under this ordering document are governed by the terms and conditions of the STATE-28905-21-APR-03. However, any use of the programs, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs set forth in the order in which the programs were acquired.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies, including Oracle's reinstatement policy, may be accessed at <http://www.oracle.com/us/support/policies/index.html>. Customers who allow technical support to lapse and later wish to reactivate it will be subject to Oracle's reinstatement policy in effect at the time of reinstatement. Applicable reinstatement fees may apply in addition to the annual technical support fees.

In the event that Priority Service is acquired under this ordering document, you acknowledge you must maintain a current Software Update License & Support contract for all licenses in a license set for which Priority Service has been purchased. By accepting this ordering document, you also acknowledge that Software Update License & Support for program licenses listed under the Priority Service level may be renewed under separate contract(s). Upon renewal, Priority Service fees will be based on the Priority Service pricing policies in effect at the time of renewal and such fees will be adjusted to account for any acquisition of additional licenses in a license set. Contractual caps on annual technical support fees for Software Update License & Support do not apply to Priority Service, unless stated otherwise in your contract.

Order Processing Details

Your order is subject to Oracle's acceptance. An order consists of the following: (i) this ordering document, which incorporates by reference the STATE-28905-21-APR-03, and (ii) a form of payment acceptable to Oracle. Oracle normally accepts orders after receipt of a purchase order, check or credit card issued in accordance with the Purchase Order, Check, Credit Card Confirmation section below. If Oracle accepts your order, the service start date is the effective date of such order and also serves as the commencement date of the technical support services.

Please note that if the pre-tax value of this ordering document is USD2,000 or less, the technical support services on this ordering document must be paid either by credit card or electronic upload of a PO to the Online site.

Once ordered, technical support for the support period defined above is non-cancelable and the related fees are non-refundable.

An invoice will only be issued upon receipt of a form of payment acceptable to Oracle. Regardless of the form of payment, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If City Of Plano is a tax exempt organization, a copy of City Of Plano's tax exemption certificate must be submitted with City Of Plano's purchase order, check, credit card or other acceptable form of payment.

PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION

Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Service Contract #: P-JD-M00553-000--70
- Term of Service: 24-May-11 to 23-May-12
- Final Total: USD 125,279.97 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: STATE-28905-21-APR-03 also known as DIR-VPC-03-018

In issuing a purchase order, City Of Plano agrees that the terms of this ordering document and the terms of STATE-28905-21-APR-03 supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered.

Please e-mail or fax the purchase order to Oracle per the Remittance Details provided below.

Check

If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Service Contract #: P-JD-M00553-000--70
- Term of Service: 24-May-11 to 23-May-12
- Final Total: USD 125,279.97 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: STATE-28905-21-APR-03

In issuing a check, City Of Plano agrees that only the terms of this ordering document and the terms of STATE-28905-21-APR-03 shall apply to the technical support services ordered. No terms attached or submitted with the check shall apply.

Please mail check payments per the Remittance Details provided below.

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid under a credit card, please complete the section below and return it to Oracle per the Remittance Details provided below. Please note that Oracle is unable to process credit card transactions of USD100,000 or greater.

Service Contract #: P-JD-M00553-000--70
Term of Service: 24-May-11 to 23-May-12
Final Total: USD 125,279.97 (excluding applicable tax)
Agreement: STATE-28905-21-APR-03

Credit Card Number

Expiration Date

Billing Address (associated with Credit Card)

City, State, and Zip (associated with Credit Card)

Authorized Signature

Name

The credit card must be valid for the entire Term of Service above. In issuing this credit card confirmation, City Of Plano agrees that only the terms of this ordering document and the terms of STATE-28905-21-APR-03 shall apply to the technical support services ordered. No terms attached or submitted with the credit card confirmation shall apply.

REMITTANCE DETAILS

Purchase orders or credit card details for the technical support services ordered hereto should be sent to:

Attn: Jason Haydel
Oracle Support Services
Fax:
E-mail: jason.haydel@oracle.com

Checks for the technical support services ordered hereto should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc.
PO Box 44471
San Francisco, CA 94144-4471

All other States:

Oracle America, Inc.
PO Box 71028
Chicago, IL 60694-1028

**City of Plano
Insurance Requirements**

Requirements

Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. By requiring such coverage, the City shall not be deemed or construed to have assessed the risk that may be applicable to Contractors under this agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury/Advertising Injury e) Liability assumed under an insured contract (including tort liability of another in a business contract	\$500,000 each occurrence, \$1,000,000 general aggregate; \$1,000,000 products/completed operations aggregate	City and City's Consultant to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. A copy of the endorsement to policy must be submitted with the required certificate of insurance. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
1. Business Auto Liability	As required by State of Texas	
<i>Workers' Compensation & Employers' Liability</i>	<i>Statutory Limits \$100,000 each accident, \$500,000 policy limit by disease, \$100,000 each employee by disease</i>	City and City's Consultant to be provided a waiver of subrogation. A copy of the endorsement to policy must be submitted with the required certificate of insurance.

Additional Requirements:

- All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City of Plano.
- All insurance coverage required by this section must be evidenced by a certificate of insurance submitted by the contractor's insurer or broker. Certificates of insurance received from any other source will be rejected.

**Questions regarding this insurance should be directed to the City of Plano Purchasing Department at
(972) 941-7557**

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

Rev. 061410

EXHIBIT C

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of Oracle America, Inc., a Delaware corporation, and I have made a reasonable inquiry and, to the best of my knowledge, no employee or officer of Oracle America, Inc., who is participating in the performance of services pursuant to the terms of this Contract, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this Contract will render the contract voidable by the City.

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF _____ §

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____,
20____.

Notary Public, State of _____



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		5/23/11			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): Glenna Hayes x 7539					
CAPTION					
To approve the First Addendum of the Technical Service Support Agreement by and between the City of Plano (Fire Department) and Physio-Control Inc., to add an existing inventory of Lifepak 12 and Lifepak 500 AED units for maintenance and consumables, for the remainder of the five (5) year term (7/24/10 - 7/23/15) in the additional amount of \$93,924 payable in annual installments.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-11, 2011-12, 2012-13, 2013-14, 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	104,604	81,524	186,128
Encumbered/Expended Amount		0	-27,801	0	-27,801
This Item		0	-12,400	-81,524	-93,924
BALANCE		0	64,403	0	64,403
FUND(S): GENERAL FUND					
COMMENTS: Funds are included in the 2010-11 Fire Budget. This item, in the amount of \$12,400, will leave a current year balance of \$64,403. The estimated future annual amount for 4 years totals \$81,524, which will be made within approved budget appropriations.					
STRATEGIC PLAN GOAL: Lifepacks on all moving vehicles relates to the City's goal of Safe Large City.					
SUMMARY OF ITEM					
Staff recommends the approval of the First Addendum to the Technical Service Support Agreement with Physio-Control, Inc. to add an existing inventory of Lifepak 12 and Lifepak 500 AED units for the remainder of the five (5) year term (7/24/10 - 7/23/15) in the additional amount of \$93,924 payable in annual installments. This service agreement provides maintenance, repair and consumable supplies. This purchase is considered necessary to preserve or protect the public health or safety of the municipality's residents, falling under section 252.022(a)(2) of the Local Government Code general exemptions from the bid requirements. (2010-122-C)					
List of Supporting Documents: Memo; First Addendum			Other Departments, Boards, Commissions or Agencies		

Memorandum

Date: May 9, 2011
To: Glenna Hayes, Contracts Specialist – Purchasing Division
From: Michael Malone, Lieutenant – FD SupportSvcs
Subject: LifePak Service Modification #2010-122-C

The Fire Department is requesting the addition of the existing inventory of nineteen (19) LifePak 12 and two (2) LifePak 500 defibrillator/monitor units, to contract #2010-122-C in the amount of \$93,924. This expenditure is considered necessary to preserve or protect the public health or safety of the municipality's residents, falling under section 252.022(a)(2) of the Local Government Code general exemptions from the bid requirements

This request will place all LifePak defibrillator/monitor units on a single contract with one expiration date, ensuring continued maintenance and availability of discounted replacement parts and supplies.

FY 10-11	\$12,400 (less \$5,326.45 credit*)
FY 11-12/12-13/13-14/14-15	\$20,381/year

(*The City retired LifePak 10 units, and received credit for the cancelled maintenance and service. This credit will be applied towards the FY10-11 expense for the addition of the LP12 and LP500 units.)

Accordingly, the Fire Department recommends proceeding with a modification to Contract # 2010-122-C. Future costs associated with this agreement are estimated at an annual expenditure of \$10,000 for consumable supplies.

cc: Hugo Esparza, Fire Chief
Jim Dickerson, Assistant Chief
Dan Thompson, Assistant Chief



TECHNICAL SERVICE SUPPORT AGREEMENT FIRST ADDENDUM TO C56-1671

Contract Number: PB15B514

End User # 07173102
CITY OF PLANO FIRE
DEPARTMENT
4121 W PARKER RD
PLANO, TX 75093

Bill To # 00397801
CITY OF PLANO
PO BOX 860358
PLANO, TX 75086

This Technical Service Support Agreement begins on 7/24/2010 and expires on 7/23/2015.

Price of coverage specified on Schedule A is \$144,823.63 per term, payable in Annual installments. This price represents an adjustment of \$93,923.63 based on this contract's previous price of \$50,900.00. Contractor ("Physio-Control, Inc") recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provision. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder, *other than to pay for service previously rendered.*

Special Terms

*This agreement also provides repair coverage on (10) Lifepak 15 Battery Charging Stations.
10% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES
SN 38811719 on REF LINE 3 of this contract has been removed and is no longer owned by City of Plano.

Accepted: Physio-Control, Inc.

Customer: _____

By: _____

By: _____

Title: _____

Print: _____

Date: _____

Title: _____

Date: _____

Purchase Order Number: _____

Territory Rep: WECC56
Mark Radford
Phone: 800-442-1142 x2848
FAX: 800-772-3340

Customer Contact:
MARTIN WADE
Phone: 972-941-5375
FAX:

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

RENEWAL TERMS

Physio-Control, Inc.'s ("Physio-Control") acceptance of Customer's Technical Service Support Agreement is expressly conditioned on Customer's assent to the terms set forth in this document and its attachments. Physio-Control agrees to furnish the services ordered by Customer only on these terms, and Customer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by Customer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on Customer's purchase order or on other documents submitted to Physio-Control by Customer. These terms may not be revised in any manner without the prior written consent of an officer of Physio-Control.

REPAIR SERVICES

If "Repair" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, all repair parts and materials required, all required Physio-Control service technician labor, and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

INSPECTION SERVICES

If "Inspection" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, verification of proper instrument calibration, verification that instrument mechanical operations and output measurements are consistent with applicable product specifications, performance of an electrical safety check in accordance with National Fire and Protection Guidelines, all required Physio-Control service technician labor and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

DOCUMENTATION

Following each Repair and/or Inspection, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

LOANERS

If a Physio-Control product is designated as a unit of Covered Equipment for Repair Services and needs to be removed from service to complete repairs, an appropriate Loaner unit will be provided, if available, until the removed unit is returned. Customer assumes complete responsibility for the Loaner and shall return the Loaner to Physio-Control in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or Physio-Control's request.

EXCLUSIONS

This Technical Service Support Agreement does not include: supply or repair of accessories or disposables (e.g., patient cables, recorder paper, etc.); repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, and/or acts of God; repairs to return an instrument to normal operating equipment at the time of initial service by Physio-Control under this Technical Service Support Agreement; case changes; repair or replacement of items not originally distributed or installed by Physio-Control; and exclusions on Schedule B to this Technical Service Support Agreement, if any, which apply to Covered Equipment.

SCHEDULE SERVICES

Designated Repair and Inspections Services will be performed at the designated service frequency and during designated service hours except where service technicians are rendered unavailable due to mandatory training commitments, in which case Physio-Control will provide alternate coverage. Customer is to ensure Covered Equipment is available for Repair and/or Inspection at scheduled times. If Covered Equipment is not available as scheduled and Customer requests additional services to be performed or if Physio-Control is requested to perform Repair or Inspection services not designated in this Technical Service Support Agreement (due to the nature of services selected, instruments involved not being Covered Equipment, request being outside of designated service frequency or hours, or application of the Exclusions); Customer shall reimburse Physio-Control at Physio-Control's standard labor rates less 10% (including overtime, if appropriate), plus standard list prices for related parts and materials less 15%. Physio-Control will attempt to return all service calls within 2 hours and have a resolution within 24 hours. That resolution could be either a repaired device or loaner until Customer's device is repaired. It could also mean that Physio-Control contacted Customer and set up a time to do the repair.

PAYMENT

The cost of services performed by Physio-Control shall be payable by Customer with the Texas Prompt Payment Act. If the number or configuration of Covered Equipment is altered during the Term of this Technical Service Support Agreement, the price of Services shall be adjusted accordingly.

WARRANTY

Physio-Control warrants Services performed under this Technical Service Support Agreement and replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date a Service was performed or a part was provided. Customer's sole remedy shall be reservicing the affected unit and/or replacement of any part determined to be defective, without any additional Customer charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

TERMINATION

Customer may terminate this Technical Service Support Agreement at any time upon thirty (30) days prior written notice to Physio-Control. Physio-Control may terminate this Technical Service Support Agreement immediately upon Customer's failure to make timely payments for services rendered under this Technical Service Support Agreement. In the event of termination, Customer shall be obligated to reimburse Physio-Control for that portion of the designated price which corresponds to that portion of the Term and the scope of Services provided prior to the effective date of termination. In the case of pre-payments, Physio-Control will reimburse the customer on a pro-rated basis any payment that corresponds to the unused period of the service year.

DELAYS

Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

MISCELLANEOUS

- a) Customer agrees to not employ or offer employment to Mark Radford, who is performing Services on Physio-Control's behalf, during the Term of this Technical Service Support Agreement or for one (1) year following its expiration without Physio-Control's prior written consent.
- b) This Technical Service Support Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party.
- c) The rights and obligations of Physio-Control and Customer under this Technical Service Support Agreement shall be governed by the laws of the State in which the service is provided.

INSURANCE

Physio-Control shall procure and maintain, for the duration of the contract, insurance coverage as set forth in the Insurance Requirements marked "Schedule C" attached hereto and incorporated herein by reference. Physio-Control shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this contract.

AFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents it 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 **Schedule D**.

INDEMNIFICATION

The contractor agrees to defend, indemnify and hold the city and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage or other harm or violations for which the recovery of damages, fines, or penalties is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of this contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the contractor, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the contractor is legally responsible in the performance of this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the city, and its officers, agents, employees or separate contractors. The city does not waive any governmental immunity or other defenses available to it under Texas or Federal Law. 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.

Contractor at its own expense is expressly required to defend city against all such claims. City reserves the right to provide a portion or all of it's own defense; however, city is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to indemnify city pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that the City is invoking its right to indemnification under this agreement. If contractor fails to retain counsel within the required 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 the City.

.....
.....**END**.....

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number: PB15B514

Servicing Rep: Mark Radford, WECC56

District: SOUTHWEST

Phone: 800-442-1142 x2848

FAX: 800-772-3340

Equipment Location: CITY OF PLANO FIRE, 07173102
DEPARTMENT
4121 W PARKER RD
PLANO, TX 75093

Scope Of Service On Site Repair and 1 On Site Inspection per Year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-000170	11479942	12**	2/15/2011	7/23/2015	4
LIFEPAK® 12	VLP12-02-000170	11479943	13**	2/15/2011	7/23/2015	4
LIFEPAK® 12	VLP12-02-000170	11479945	14**	2/15/2011	7/23/2015	4
LIFEPAK® 12	VLP12-02-000170	11479947	15**	2/15/2011	7/23/2015	4
LIFEPAK® 12	VLP12-02-000170	11479948	16**	2/15/2011	7/23/2015	4
LIFEPAK® 12	VLP12-02-000170	11479949	17**	2/15/2011	7/23/2015	4
LIFEPAK® 12	VLP12-02-000170	11479951	18**	2/15/2011	7/23/2015	4
LIFEPAK® 12	VLP12-02-000291	11766454	19**	2/15/2011	7/23/2015	4
LIFEPAK® 12	VLP12-02-001353	12832943	20**	2/15/2011	7/23/2015	4
LIFEPAK® 12	VLP12-02-003493	14241491	21**	2/15/2011	7/23/2015	4
LIFEPAK® 12	VLP12-02-002936	31661353	22**	2/15/2011	7/23/2015	4
LIFEPAK® 500	3005400-320	11447528	31**	2/15/2011	7/23/2015	4
LIFEPAK® 500	3005400-320	11447530	32**	2/15/2011	7/23/2015	4

Scope Of Service POS LP15 On Site Repair and 1 Insp per Year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 15	V15-2-000062	38811711	1**	7/24/2010	7/23/2015	5
LIFEPAK® 15	V15-2-000062	38811718	2**	7/24/2010	7/23/2015	5
LIFEPAK® 15	V15-2-000062	38811719	3**	7/24/2010	7/24/2010	0
LIFEPAK® 15	V15-2-000062	38811721	4**	7/24/2010	7/23/2015	5
LIFEPAK® 15	V15-2-000062	38811722	5**	7/24/2010	7/23/2015	5
LIFEPAK® 15	V15-2-000062	38811723	6**	7/24/2010	7/23/2015	5
LIFEPAK® 15	V15-2-000062	38811730	7**	7/24/2010	7/23/2015	5
LIFEPAK® 15	V15-2-000062	38817538	8**	7/24/2010	7/23/2015	5
LIFEPAK® 15	V15-2-000062	38817539	9**	7/24/2010	7/23/2015	5
LIFEPAK® 15	V15-2-000062	38817541	10**	7/24/2010	7/23/2015	5
LIFEPAK® 15	V15-2-000062	39126759	11**	7/24/2010	7/23/2015	5

Scope Of Service

Renewal POS On Site Repair - 1 On Site Inspection per Year

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-005985	34783484	23**	2/15/2011	7/23/2015	4
LIFEPAK® 12	VLP12-02-005985	34783485	24**	2/15/2011	7/23/2015	4
LIFEPAK® 12	VLP12-02-005985	34783486	25**	2/15/2011	7/23/2015	4
LIFEPAK® 12	VLP12-02-005985	34783487	26**	2/15/2011	7/23/2015	4
LIFEPAK® 12	VLP12-02-005985	34784469	27**	2/15/2011	7/23/2015	4
LIFEPAK® 12	VLP12-02-005985	34784470	28**	2/15/2011	7/23/2015	4
LIFEPAK® 12	VLP12-02-005985	34784471	29**	2/15/2011	7/23/2015	4
LIFEPAK® 12	VLP12-02-005985	34784472	30**	2/15/2011	7/23/2015	4

** Denotes an inventory line that has changed since the last contract revision or addendum.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 12 (LP 12) Defibrillator/Monitor Service includes:

- Standard detachable hard paddle repairs
- LP12 upgrade installed by Physio-Control Technical Services Representative at a rate of 17% less than the then-current field-installed list price
- All Physio-Control battery charging systems owned by contract end user, up to a one-for-one basis with the total number of LP12 defibrillator/monitor's listed in Schedule A.
- AC Power Adapter repair/replacement
- DC Power Adapter repair/replacement
- Replacement of Physio-Control FASTPAK®, FASTPAK 2, LIFEPAK SLA, LIFEPAK NiCd Battery, and LIFEPAK Li-ion Battery

Battery maintenance, performance testing, evaluation, removal, recycling, and replacement are the Customer's responsibility and should be performed in accordance with the LP 12 Series Operating Instructions section entitled Discarding/Recycling Batteries.

Battery replacement is available upon completion of the second year of use on a one-for-one basis, up to the number of devices listed in Equipment Inventory, Schedule A. Replacement batteries shall be like-for-like (i.e. FASTPAK for FASTPAK, LIFEPAK LI-ion for LIFEPAK LI-ion, etc.).

One-for-one, like-for-like battery replacement is available prior to the completion of second year of use upon battery failure as determined by Customer's performance testing and evaluation in accordance with the LP 12 Operating Instructions section entitled Discarding/Recycling Batteries. During the Term of this Agreement, no-charge replacement for battery failure shall occur no more than four (4) times per two-year period for Physio-Control FASTPAK®, FASTPAK 2, LIFEPAK SLA, LIFEPAK NiCd Battery, and no more than three (3) times per two-year period for Li-ion batteries, regardless of any terms in prior Support Plans.

Battery replacement is dependent upon Customer's notice to Physio-Control of the completion of the second year of use or battery failure as determined by Customer's performance testing and evaluation. At the discretion of Physio-Control, battery replacement shall be accomplished by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of replacement battery, the battery being replaced becomes the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. If Physio-Control does not receive the battery Customer will be charged at the then-current rate for the replacement battery.

Only batteries manufactured by Physio-Control are covered under this Service Agreement. Batteries not manufactured by Physio-Control are expressly excluded from coverage under this Service Agreement. Physio-Control does not guarantee the operation, safety, and/or performance of our product when operating with a battery not manufactured by Physio-Control. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a battery manufactured by Physio-Control. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a battery not manufactured by Physio-Control, will be billed at Physio-Control's then current standard list prices for parts and labor, including actual travel costs incurred.

- LIFEPAK 12 Software Updates

If combined Repair and Inspection services are designated for LP 12 units listed in Schedule A, a Physio-Control Technical Services Representative will install LP 12 software updates at no additional cost, provided they are installed at the time of a regularly scheduled inspection. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then-current list price. Software updates, when installed at a time other than the regularly scheduled inspection, will be billed at the rate of \$205.00 per unit per software update. The cost of such software update will be billed in a separate invoice.

If Repair-Only services are designated for LP 12 units listed in Schedule A, a Physio-Control Technical Services Representative will install a LP 12 software update at the rate of \$205.00 per unit per software update. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then-current list price. The cost of such software update will be billed in a separate invoice.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

- Coin Cell Battery Replacement

Physio-Control will replace the internal coin cell battery according to the number of such batteries listed in the Additional Items section of Schedule A. It is the Customer's responsibility to request such coin cell battery replacement, gather in a single location the devices that will receive such battery replacement, and to provide to the Physio-Control Technical Services Representative access to those devices. Coin cell battery replacement will take place during the Term of this Agreement, according to the number of coin cell batteries listed in the Additional Items section of Schedule A.

LP 12 Defibrillator/Monitor Service does not include repair or replacement of the following:

- Internal, sterilizable and pediatric paddles
- SpO2 sensors and cables
- Communication cables
- Therapy cables
- Patient cables
- PCMCIA modems
- Case changes

Discounts will not be combined with other special terms, discounts, and/or promotions.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 15 (LP 15) Defibrillator/Monitor Service includes:

- Standard detachable hard paddle repairs
- LP15 upgrade installed by Physio-Control Technical Services Representative at a rate of 17% less than the then current field-installed list price
- All Physio-Control battery charging systems owned by contract end user, up to a one-for-one basis with the total number of LP15 Defibrillator/Monitor's listed in Schedule A.
- Power Adapter

Physio-Control LIFEPAK® 15 Battery

Battery maintenance, performance testing, evaluation, removal, recycling, and replacement are the Customer's responsibility and should be performed in accordance with the LP 15 Series Operating Instructions section entitled Discarding/Recycling Batteries.

Battery replacement is available upon completion of the second year of use on a one-for-one basis, up to the number of devices listed in Equipment Inventory, Schedule A. Replacement batteries shall be like-for-like (i.e. LIFEPAK LI-ion for LIFEPAK LI-ion, etc.).

One-for-one, like-for-like battery replacement is available prior to the completion of second year of use upon battery failure as determined by Customer's performance testing and evaluation in accordance with the LP 15 Operating Instructions section entitled Discarding/Recycling Batteries. During the Term of this Agreement, no-charge replacement for battery failure shall occur no more than three (3) times per two-year period, regardless of any terms in prior Support Plans.

Battery replacement is dependent upon Customer's notice to Physio-Control of the completion of the second year of use or battery failure as determined by Customer's performance testing and evaluation. At the discretion of Physio-Control, battery replacement shall be accomplished by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of replacement battery, the battery being replaced becomes the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. If Physio-Control does not receive the battery Customer will be charged at the then-current rate for the replacement battery.

Only batteries manufactured by Physio-Control are covered under this Service Agreement. Batteries not manufactured by Physio-Control are expressly excluded from coverage under this Service Agreement. Physio-Control does not guarantee the operation, safety, and/or performance of our product when operating with a battery not manufactured by Physio-Control. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a battery manufactured by Physio-Control. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a battery not manufactured by Physio-Control, will be billed at Physio-Control's then current standard list prices for parts and labor, including actual travel costs incurred.

- LIFEPAK® 15 Software Updates

If combined Repair and Inspection services are designated for LP 15 units listed in Schedule A, a Physio-Control Technical Services Representative will install LP 15 software updates at no additional cost, provided they are installed at the time of a regularly scheduled inspection. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then-current list price. Software updates, when installed at a time other than the regularly scheduled inspection, will be billed at a rate of \$205.00 per unit per software update. The cost of such software update will be billed in a separate invoice.

If Repair-Only services are designated for LP 15 units listed in Schedule A, a Physio-Control Technical Services Representative will install a LP 15 software update at the rate of \$205.00 per unit per software update. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then-current list price. The cost of such software update will be billed in a separate invoice.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LP 15 Defibrillator/Monitor does not include repair or replacement of the following:

- Internal, sterilizable and pediatric paddles
- Communications cables
- Therapy cables
- Patient cables
- SpO2 sensors
- Case changes

Discounts may not be combined with other special terms, discounts and/or promotions.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 500 AED

LIFEPAK® 500 (LP 500) Defibrillator Service includes:

- Physio-Control® QUIK-COMBO™ Patient Simulators repair/replacement
- Battery chargers shall be exchanged up to one battery charger per LIFEPAK 500 automatic advisory defibrillator listed on Schedule A as determined necessary by Physio-Control.
- Physio-Control® Battery Pak

Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the LIFEPAK 500 AED Operating Instructions. Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).

If customer provides evidence that a Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years in the case of sealed lead acid batteries and 5 years in the case of lithium ion batteries, Physio-Control shall replace said Physio-Control Battery Pak (like for like) i.e. LIFEPAK 500 SLA for LIFEPAK 500 SLA or LIFEPAK 500 lithium ion for LIFEPAK 500 lithium ion, up to a maximum of 2 LIFEPAK 500 SLA Battery Paks every two years or up to a maximum of 1 LIFEPAK 500 lithium ion Battery Pak every 5 years (including prior Support Plan periods) per LIFEPAK® 500 automatic advisory defibrillator (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Physio-Control and must be returned at the time of exchange.

Only batteries manufactured by Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Physio-Control battery. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a non-Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.

- LIFEPAK 500 Software Updates

If combined Repair and Inspection services are designated for LP 500 units listed in Schedule A, a Physio-Control Technical Services Representative will install LP 500 software updates at no additional cost, provided it is installed at the time of a regularly scheduled inspection. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then current list price. Software updates, when installed at a time other than the regularly scheduled inspection, will be billed at the rate of \$205.00 per unit per software update. The cost of such software update will be billed in a separate invoice.

LP 500 Defibrillator does not include repair or replacement of the following:

- Repairs to Physio-Control Lifepak AED Trainers
- Case Changes
- Defibrillation and Communications cables
- External Modems

Discounts may not be combined with any other special terms, discounts and/or promotions.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
03/23/2010

PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1600 Minneapolis, MN 55402-2400	THIS CERTIFICATION 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.	
43840 -MEDTR-GAWAI-09/10	INSURERS AFFORDING COVERAGE	NAIC #
INSURED MEDTRONIC, INC. 710 MEDTRONIC PARKWAY M.S. LC310 MINNEAPOLIS, MN 55432-5604	INSURER A: ACE American Insurance Company	22667
	INSURER B:	
	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. INSRD.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MMDDYYYY)	POLICY EXPIRATION DATE (MMDDYYYY)	LIMITS
A	GENERAL LIABILITY	HDC G24930786	05/01/2009	05/01/2010	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPROP AGG \$ 10,000,000
A	AUTOMOBILE LIABILITY	ISA H08577419	05/01/2009	05/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLR C45697502 (AOS)	05/01/2009	05/01/2010	<input checked="" type="checkbox"/> W/C STATUS <input type="checkbox"/> OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N	SCF C4 5697514 (WI)	05/01/2009	05/01/2010	EL EACH ACCIDENT \$ 1,000,000
A	OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	WLR C45697526 (MO, NC, NE, OK)	05/01/2009	05/01/2010	EL DISEASE - EA EMPLOYEE \$ 1,000,000
A	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	SCF C45697538 (NJ)	05/01/2009	05/01/2010	EL DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Additional Insured status applies only if it is reflected in your written contract. Medtronic includes but is not limited to the following entities:
 Physio-Control, Inc., Medtronic Sofamor Danek, Inc., Medtronic Spine, LLC (including former Kyphon, Inc) and Minimed Distribution Corporation.

CERTIFICATE HOLDER CHI-002810219-01	CANCELLATION 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.
City of Plano, Texas Attn: Ken Klein 1901 Avenue K Plano, TX	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Mary Radaszewski <i>Mary Radaszewski</i>

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

This Certificate of Insurance 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.

ADDITIONAL INFORMATION		CHI-002810219-01	DATE (MM/DD/YY) 03/23/2010
PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1600 Minneapolis, MN 55402-2400			
43840 -MEDTR-GAWAI-09/10	INSURERS AFFORDING COVERAGE	NAIC #	
INSURED MEDTRONIC, INC. 710 MEDTRONIC PARKWAY M.S. LC310 MINNEAPOLIS, MN 55432-5604	INSURER F:		
	INSURER G:		
	INSURER H:		
	INSURER I:		

TEXT

CITY OF PLANO IS INCLUDED AS ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

City of Plano, Texas Attn: Ken Klein 1901 Avenue K Plano, TX	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Mary Radaszewski
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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	05/23/11
Department:	Purchasing
Department Head	Diane Palmer-Boeck
Agenda Coordinator (include phone #): Heather Parkerson x7554	

CAPTION

A Resolution of the City Council of the City of Plano, Texas, repealing prior Council action approving the contract with AT&T Mobility for Wireless Voice and Data Services on December 7, 2010; approving a new contract for Wireless Voice & Data Services from AT&T Mobility National Accounts L.L.C. d/b/a AT&T Mobility in an amount not to exceed \$525,000; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	2010-11, 2011-12	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): VARIOUS FUNDS

COMMENTS: This item approves an annual contract for wireless voice and data services. This new contract is effective through September 28, 2012. Expenditures made in various departments within the approved budget appropriations in an amount not to exceed \$525,000 per year.

STRATEGIC PLAN GOAL: A contract for wireless communication services relates to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

Technology Services recommends the approval of a new contract for Wireless Voice & Data Services from AT&T Mobility National Accounts L.L.C. d/b/a AT&T Mobility through the Department of Information Resources, State of Texas (DIR), in the amount not to exceed of \$525,000. City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR Contract No. DIR-SDD-597).

List of Supporting Documents: Resolution, Staff Memo, and Contract	Other Departments, Boards, Commissions or Agencies
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City of Plano
Technology Services Department
PO Box 860358
Plano, TX 75086-0358
(972) 941-7660 Fax: (972) 941-7195
www.plano.gov



MEMORANDUM

DATE: May 11, 2011
TO: Diane Palmer-Boeck
FROM: David Stephens
SUBJECT: Cancellation of CSP 2010-252-C Wireless Voice and Data Services & Awarding of DIR Contract DIR-SDD-597

Technology Services requests that CSP 2010-252-C Wireless Voice and Data Services be rescinded. The Technology Services department followed the competitive bid process to award a contract for wireless services. The bids were received and evaluated according to policy. AT&T was awarded a contract based on the results of the evaluation. The contract was sent to AT&T for their review and signatures. A successful execution of the contract was not able to be achieved.

An award to AT&T will be based upon the State of Texas Department of Information Resources contract DIR-SDD-597 in the amount of \$525,000 for wireless voice and data services. This cost includes voice and data services as well as device costs. This contract may be extended on a yearly basis for the term of the AT&T contract with DIR.

AT&T currently provides the City of Plano wireless voice and data services and one of the terms of CSP 2010-252-C was that the selected bidder would bear the costs for replacing any devices that the City currently uses with a similar type of device operating in their wireless infrastructure. The estimated cost to replace the devices the City of Plano currently uses was estimated at \$35,000. That would be an additional, unbudgeted expense to the City of Plano if an alternative vendor was chosen.

Cc: Kristi Andrews
Bruce Glasscock
Edward Jenkins
Heather Parkerson
Dianna Wike

A Resolution of the City Council of the City of Plano, Texas, repealing prior Council action approving the contract with AT&T Mobility for Wireless Voice and Data Services on December 7, 2010; approving a new contract for Wireless Voice & Data Services from AT&T Mobility National Accounts L.L.C. d/b/a AT&T Mobility in an amount not to exceed \$525,000; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, on December 7, 2010, the City Council approved the contract with AT&T Mobility for Wireless Voice and Data Services; and

WHEREAS, the department requests that the Council repeal its prior action approving the contract on December 7, 2010 as substantial changes were made to the terms and conditions of the contract after it was approved; and

WHEREAS, the City Council has been presented a new contract for Wireless Voice & Data Services from AT&T Mobility National Accounts L.L.C. d/b/a AT&T Mobility, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the new agreement, and all matters attendant and related thereto, the City Council is of the opinion that its prior action approving the agreement on December 7, 2010 should be repealed, and the terms and conditions in the new contract should be approved, and that the City Manager or his authorized designee shall be authorized to execute 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 prior action approving the contract with AT&T Mobility on December 7, 2010 is hereby repealed.

Section II. The terms and conditions of the new contract for Wireless Voice & Data Services from AT&T Mobility National Accounts L.L.C. d/b/a AT&T Mobility in an amount not to exceed Five Hundred Twenty Five Thousand and 00/100 Dollars (\$525,000), having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

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

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

DULY PASSED AND APPROVED this the 23rd day of May, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**Contract to Amend City of Plano Purchase Order BY AND BETWEEN
CITY OF PLANO AND AT&T MOBILITY II, LLC D/B/A AT&T MOBILITY
FOR WIRELESS VOICE & DATA SERVICES AND EQUIPMENT**

THIS Contract to Amend City of Plano Purchase Order (herein referred to as "Contract") is made and entered into by and between AT&T MOBILITY National Accounts LLC, a Texas limited liability company D/B/A AT&T MOBILITY (referred to herein as "AT&T" or "Vendor") whose address is 7855 Walker Drive, Suite 100, Greenbelt, Maryland 20770, hereinafter referred to as "Contractor," and the CITY OF PLANO, TEXAS, a home rule municipal corporation, referred to as "City" or "Customer" to be effective upon execution of this Contract by the Plano City Manager or his duly authorized designee. AT&T, as Vendor, and City of Plano, as Customer, are referred to herein as "Parties."

**I.
SCOPE OF SERVICES**

AT&T, as Vendor shall provide Wireless Voice & Data Services and Equipment to City of Plano in accordance with the Department of Information Resources Contract No. DIR-SDD-597 (as amended) (referred to herein as the "DIR Mobility Contract"), a copy of which is incorporated herein by reference in its entirety as if it were recited here verbatim and which is on file and available for inspection in the City of Plano Technology Services Department. The Contract Documents between the Parties consists of:

- (a) Department of Information Resources Contract No. DIR-SDD-597 with AT&T Mobility II, LLC d/b/a AT&T Mobility, (as amended) ("DIR Mobility Contract") a copy of which is on file in the City of Plano Technology Services Department;
- (b) This Contract to Amend City of Plano Purchase Orders;
- (c) AT&T Mobility's Statement of Work (Exhibit "A");
- (d) Insurance Requirements and Certificate of Insurance (Exhibit "B");and
- (e) Affidavit of No Prohibited Interest (Exhibit "C").

These documents shall be referred to collectively as "Contract Documents."

In the event there is a conflict in interpretation or terms, the terms and conditions of the DIR Mobility Contract, including but not limited to the Order of Precedence, shall control. To the extent additional documents or terms are reflected in this Contract such documents will not take precedence over the terms and conditions or documents referenced in the DIR Mobility Contract.

**II.
AMOUNT OF PURCHASE**

Customer will order Services by submitting Purchase Orders, and the aggregate of all such Purchase Orders shall not exceed **FIVE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$525,000.00)** per year.

**III.
PURCHASE ORDER TERM**

All Purchase Orders are subject to Term of Contract provision of the DIR Mobility Contract.

**IV.
CUSTOMER AND VENDOR CONTACT**

Customer and Vendor will provide each other 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 the Parties' personnel to maintain contact, as needed to address Purchase Orders or Services provided pursuant to Purchase Orders.

**V.
NOTICES REQUIREMENTS**

Unless instructed otherwise in writing, the Parties agree that all notices or communications to Customer permitted or required under the Contract Documents shall also be addressed to Customer at the following address:

City of Plano
Technology Services
P.O. Box 860358
Plano, Texas 75086-0358
Attn: Ed Jenkins

The Parties agree that all notices or communications to Vendor permitted or required under the Contract Documents shall also be addressed to Vendor at the following address:

AT&T Mobility II, LLC
208 Akard
Dallas, Texas 75202
Attn: Mark McCarty

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

**VI.
BINDING EFFECT OF PURCHASE ORDERS OR DOCUMENTS RELATED THERETO**

Customer agrees to reference this Contract and the Department of Information Resources Contract No. DIR-SDD-597 on any purchase order issued in furtherance of the Contract Documents, however, an omission of the reference to this Contract shall not affect its applicability. In no event shall either party be bound by any terms contained in the Customer's purchase order, acknowledgement, or other writings related to Customer's Purchase Orders unless: (i) such purchase order, acknowledgement, or

other writings related to Customer's Purchase Orders specifically refer to and are in compliance with the Contract Documents; (ii) clearly indicate the intention of both parties to override and modify this Contract to Amend Customer's Purchase Orders; and (iii) such purchase order, acknowledgement, or other writings related to Customer's Purchase Orders are signed by authorized representatives of both parties.

**VII.
AUTHORITY TO SIGN**

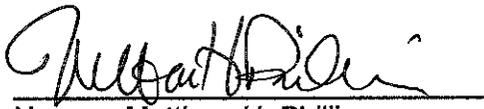
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute the Contract Documents on behalf of the parties hereto.

**VIII.
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents Contractor is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C".

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

**AT&T MOBILITY II, LLC D/B/A AT&T
MOBILITY**

By: 
Name: Matthew H. Phillips
Title: Associate Director, Compliance

Date: 4-29-11

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY



1116 Houston Street
Fort Worth, Texas 76102
www.att.com

Richard Carbajal
Account Manager
Phone: 817-304-7958
richard.carbajal@att.com

AT&T Statement of Work

Total number of lines – 904

Account Breakdown:

Account Number 824950301 – 21 lines; Account Number 824949148 – 17 lines; Account Number 825153922 – 18 lines;
Account Number 824944881 – 16 lines; Account Number 824684660 – 37 lines; Account Number 824918470 – 2 lines;
Account Number 824959935 – 3 lines; Account Number 824949999 – 36 lines; Account Number 991782264 – 7 lines;
Account Number 825145580 – 4 lines; Account Number 824962065 – 8 lines; Account Number 824962010 – 76 lines;
Account Number 824959822 – 14 lines; Account Number 824954656 – 20 lines; Account Number 824974854 – 5 lines;
Account Number 824950072 – 7 lines; Account Number 825082620 – 2 lines; Account Number 824949126 – 47 lines;
Account Number 287016468662 – 22 lines; Account Number 994041117 – 28 lines; Account Number 990190777 – 27 lines;
Account Number 824974821 – 20 lines; Account Number 824954612 – 34 lines; Account Number 824933048 – 315 lines;
Account Number 824710389 – 6 lines; Account Number 824710389 – 6 lines; Account Number 825125213 – 6 lines;
Account Number 824955920 – 63 lines; Account Number 824944847 – 2 lines; Account Number 824959888 – 8 lines;
Account Number 824954634 – 5 lines; Account Number 824923137 – 7 lines; Account Number 825001338 – 1 line;
Account Number 824959413 – 13 lines; Account Number 873226921 – 1 line

Cost Breakdown:

17 lines on the pay per use voice plan - \$0.00/line/month
Total monthly discounted cost for these lines - \$0.00
45 lines on the 0 minute voice plan - \$7.39/line/month (\$9.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for these lines - \$332.55
4 lines on the 250 minute voice plan – \$22.19/line/month (\$29.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - \$88.76
386 lines on the 450 voice plan – \$29.59/line/month (\$39.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - \$11,421.74
6 lines on the 450 minute pool plan – \$33.29/line/month (\$44.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - \$199.74
11 lines on the 600 minute voice plan – \$36.99/line/month (\$49.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - \$406.89
144 lines on the 900 minute voice plan - \$44.39/line/month (\$59.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for these lines - \$6,392.16
84 lines on the unlimited voice plan - \$69.99/line/month
Total monthly discounted cost for these lines - \$5,879.16
3 lines on the 2MB telemetry data plan – \$8.87/line/month (\$11.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - \$26.61
10 lines on the 3MB telemetry data plan – \$10.35/line/month (\$13.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - \$103.50
1 line on the 10MB telemetry data plan – \$14.80/line/month (\$20.00 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - \$14.80
9 lines on the PDA data plan – \$33.29/line/month (\$44.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - \$299.61
9 lines on the BB Data only BB data plan – \$36.99/line/month (\$49.99 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - \$332.91
15 lines on the BB Data only BB data plan – \$37.00/line/month (\$50.00 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - \$555.00
4 lines on the 5GB aircard data plan – \$44.40/line/month (\$60.00 – 26% State of Texas DIR discount)
Total monthly discounted cost for this line - \$177.60

EXHIBIT A
PAGE 1 OF 2

156 lines on the unlimited aircard data plan - \$44.39/line/month (\$69.99 - \$10.00 credit - 26% State of Texas DIR discount)

Total monthly discounted cost for this line - \$6,924.84

Additional features for the devices include:

1 line with static IP address - \$3.00/line/month

Total monthly discounted cost for this line - \$3.00

13 lines with wireless fax - \$3.99/line/month

Total monthly discounted cost for these lines - \$51.87

1 line with voice dial - \$4.99/line/month

Total monthly discounted cost for this line - \$4.99

55 lines with unlimited push to talk - \$5.00/line/month

Total monthly discounted cost for these lines - \$275.00

8 lines with media package - \$9.99/line/month

Total monthly discounted cost for these lines - \$79.92

92 lines with unlimited text - \$10.00/line/month (\$20.00 - \$10.00 feature credit)

Total monthly discounted cost for these lines - \$920.00

10 lines with enterprise data plan - \$25.90/line/month (\$40.00 - \$5.00 feature credit - 26% State of Texas DIR discount)

Total monthly discounted cost for these lines - \$259.00

55 lines with enterprise data plan - \$29.59/line/month (\$44.99 - \$5.00 feature credit - 26% State of Texas DIR discount)

Total monthly discounted cost for these lines - \$1,627.45

108 lines with enterprise data plan - \$29.60/line/month (\$45.00 - \$5.00 feature credit - 26% State of Texas DIR discount)

Total monthly discounted cost for these lines - \$3,196.80

3 lines with enterprise tethering data plan - \$40.70/line/month (\$60.00 - \$5.00 feature credit - 26% State of Texas DIR discount)

Total monthly discounted cost for these lines - \$122.10

Total monthly discounted costs for all plans and features - \$39,696.00

Total annual discounted costs for all plans and features - \$476,352.00

Estimated growth year over year is approximately 5%. Estimating the Total Annual discounted costs for all plans and features with the addition of the 5% growth - \$500,169.60.

The information and pricing contained in this document is based on the terms outlined in the State of Texas DIR Contract Agreement # DIR-SDD-597.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/23/11		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - 7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to Development Agreement by and between the City of Plano, Texas, and Tenth Street Plano, L.P.; authorizing its execution by the City Manager or his designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-2011	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		0		0
Encumbered/Expended Amount		0		0
This Item		0	6,000	6,000
BALANCE		0	6,000	6,000
FUND(S): GENERAL FUND				
COMMENTS: Approval of this Resolution will result in a fee in the amount of \$6,000 to be paid to the City of Plano, TX from Tenth Street Plano, L.P. by May 31, 2011, and also a fee payment in the amount of \$6,000 in FY 2011-12.				
STRATEGIC PLAN GOAL: Approval of this First Amendment relates to the City's Goals of Exciting Urban Centers - Designation for Residents and Guests and Great Neighborhoods - 1st Choice to Live.				
SUMMARY OF ITEM				
This item is a First Amendment to the Development Agreement between the City of Plano and Tenth Street Plano, L.P. (TSP), to allow Tenth Street Plano, L.P. (TSP) additional time to meet its obligations which in part were not met due to economic conditions. TSP has performed a majority of improvements and it is considered in the best interest of the City to approve the terms and conditions of this First Amendment.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution; First Amendment Agreement, Original Agreement dated November 5, 2008				

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to Development Agreement by and between the City of Plano, Texas, and Tenth Street Plano, L.P.; authorizing its execution by the City Manager or his designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed First Amendment to Development Agreement By and Between the City of Plano, Texas and Tenth Street Plano, L.P., a Texas limited partnership (“TSP”), a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “First Amendment”); and

WHEREAS, City and TSP entered into a Development Agreement on November 5, 2008, for TSP to perform certain renovations and improvements to public property as well as improvements to the property at 910 10th Street in Plano; and

WHEREAS, City and TSP desire to amend said Development Agreement to allow additional time for TSP to meet its obligations and, in consideration, TSP agrees to pay City a fee as adequate consideration for such additional time; and

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

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

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

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

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

DULY PASSED AND APPROVED this the 23rd day of May, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**First Amendment to the Development Agreement between the City of Plano
and Tenth Street Plano, L.P.**

This First Amendment to the Development Agreement (hereinafter "First Amendment") is made and entered into on this the _____ day of _____, 20____, by and between **TENTH STREET PLANO, L.P.**, a Texas limited partnership (hereinafter "TSP") and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter "City").

WITNESSETH:

WHEREAS, City and TSP entered into a Development Agreement on or about November 5, 2008, a copy of which is attached as Exhibit A wherein the parties agreed to have TSP perform certain renovations and improvements to public property as well as improvements to the property at 910 10th Street in Plano; and

WHEREAS, the parties agree that TSP has substantially performed a majority of the improvements but TSP has not met all conditions of the Development Agreement including meeting the occupancy requirement and appraised value of the improvements as required, and such was due to economic conditions and other factors; and

WHEREAS, the parties wish to amend the Development Agreement to allow additional time for TSP to meet its obligations and, in consideration, TSP agrees to pay City a fee as adequate consideration for such additional time.

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

I.

The parties agree that the Development Agreement is hereby amended in the sections described below and shall be effective May 1, 2011. All other terms and conditions of the original Agreement shall remain in full force and effect. In the event there is a conflict with the terms of this First Amendment and the original Development Agreement, this First Amendment shall control.

In consideration of and conditioned upon TSP's payment of Six Thousand Dollars (\$6,000.00) to the City by May 31, 2011, Subsections C, D, and E of Section 5. "Payment" are amended to read as follows:

"C. The remaining 3/8th of the reimbursement shall be deemed a grant not subject to recovery by the City if TSP is able to satisfy the following conditions by May 1, 2012:

1. At least eight-five percent (85%) of the Property's rentable square footage is leased and a certificate(s) of occupancy is issued and TSP meets one of the following:

a) TSP provides documentation to the satisfaction of the City that the cost of Initial Renovation Improvements to the Property, any landlord and

tenant finish work, and any fees for design and engineering services shall total at least Five Million Dollars (\$5,000,000.00); or

b) The Collin County Appraisal District appraises the value of the real property improvements at not less than Nine Million Dollars (\$9,000,000.00)

If TSP fails to meet the terms of this Subsection C by May 1, 2012, TSP may purchase a second extension to meet such terms by May 1, 2013 by paying an additional fee to the City of Twelve Thousand Dollars (\$12,000.00) no later than May 31, 2012. This fee shall be in addition to the original extension fee paid above.

Any extension provided under this Subsection C is not transferable or assignable by TSP. Further, TSP may not sell the Property prior to meeting the Terms of Section 5 or reimbursing the City the Three Hundred Thousand Dollars (\$300,000.00) as provided in E. below.

D. In the event an extension(s) is granted under C. above, TSP shall have to the end of that extension to satisfy the conditions described in Subsection C. If TSP satisfies the conditions described in Subsection C at anytime during an extension, the funds previously provided by the City shall be deemed a grant and not subject to any recovery by the City nor any longer owed the City.

E. If TSP fails to satisfy the conditions in C above, it shall reimburse the City Three Hundred Thousand Dollars (\$300,000.00) not later than forty five (45) days following the expiration of the last paid extension or by June 30, 2011 if no extension occurs. TSP agrees to pay all of City's legal fees and expenses in the event that TSP fails to make timely reimbursement."

IN WITNESS WHEREOF, this Amendment is effective upon the last date of execution by all parties.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

Diane Zucco, CITY SECRETARY

By: _____
Bruce D. Glasscock, CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

Date: _____

ATTEST:

Tenth Street Plano, L.P., a Texas limited partnership

By: Tenth Street Plano GP, LLC, a Texas limited liability company, its general partner

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2008-10-12(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A DEVELOPMENT AGREEMENT BY AND BETWEEN TENTH STREET PLANO, L.P. AND THE CITY OF PLANO, TEXAS FOR RENOVATION OF EXISTING IMPROVEMENTS LOCATED AT 910 10TH STREET, PLANO, TEXAS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed development agreement for renovation of existing improvements located at 910 10th Street, Plano, Texas, between Tenth Street Plano, L.P. ("TSP") and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, TSP's proposed renovations are located in Tax Increment Financing District No. 2 and is in keeping with the intent of that reinvestment zone to promote sound growth; and

WHEREAS, a portion of the proposed "Public Improvements" (as defined in Exhibit "A") that are to be dedicated to the public are to be funded through the revenue derived by Tax Increment Financing District No. 2; and

WHEREAS, the renovation of the Property in accordance with the Plan by TSP will contribute important direct and indirect economic and social benefits to the City including, but not limited to, the creation of an enhanced ad valorem real and business personalty improvements and new jobs, and

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

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

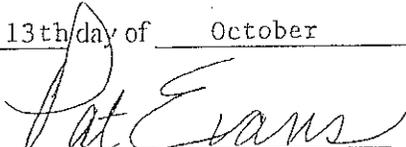
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

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

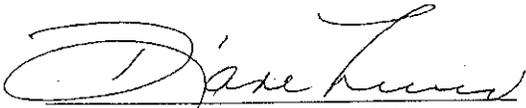
Section II. The City Manager, or in his absence, an Executive Director, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

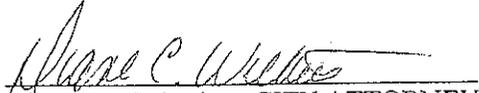
DULY PASSED AND APPROVED this the 13th day of October, 2008.


Pat Evans, MAYOR

ATTEST:


Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:


Diane C. Wetherbee, CITY ATTORNEY

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF PLANO, TEXAS AND TENTH STREET PLANO, L.P.**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Plano, a Texas municipal corporation of Collin County, Texas (the "City"), acting by and through its duly authorized officers, and Tenth Street Plano, L.P., a Texas limited partnership, ("TSP");

RECITALS:

WHEREAS, the City is authorized pursuant to the laws of Texas and its Home Rule Charter to enter into agreements with persons or entities intending to undertake any development on real property for the purposes of providing public facilities and services; and

WHEREAS, TSP desires to renovate the existing improvements situated on approximately 18 acres located at 910 10th Street, Plano, Texas and as shown in Exhibit "A" attached hereto ("the Property"); and

WHEREAS, TSP has proposed renovations on the Property in substantial compliance with a preliminary project design and concept plan prepared by TSP attached hereto as Exhibit "B" (which design and concept plan, together with all additions, changes and amendments thereto approved by TSP and the City, is referred to in this Agreement as the "Plan") and which renovations are hereafter referred to as the "Initial Renovation Improvements"; and-

WHEREAS, TSP's proposed renovations are located in Tax Increment Financing District No. 2 and is in keeping with the intent of that reinvestment zone to promote sound growth; and

WHEREAS, a portion of the proposed "Public Improvements" (as hereinafter defined) that are to be dedicated to the public are to be funded through the revenue derived by Tax Increment Financing District No. 2; and

WHEREAS, the construction of the "Public Improvements" and other improvements on the Property are within Tax Increment Financing District No. 2 and are being reimbursed from TIF funds, the competitive bidding requirements and reimbursement limits established by the Texas Local Government Code do not apply; and

WHEREAS, the renovation of the Property in accordance with the Plan by TSP will contribute important direct and indirect economic and social benefits to the City including, but

not limited to, the creation of an enhanced ad valorem real and business personalty improvements and new jobs, and

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

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

WHEREAS, it is essential to the City's public health, safety and general welfare to assure that the Property is supported by adequate levels of public facilities and services; and

WHEREAS, the City Council has adopted Resolution No. 2008-10-12(R) on October 13, 2008, approving this Agreement with TSP and authorizing the City Manager to execute same by affixing their hand and the City Seal;

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

SECTION 1. CONDITION PRECEDENT

The parties recognize and agree that this Agreement is conditioned on the City obtaining approval and availability of funds from Tax Increment Financing District No. 2 to fund the Construction Allowance described in SECTION 3 below. Inclusion of reimbursement incentives within the Tax Increment Financing District No. 2 shall be determined no later than January 1, 2009.

SECTION 2. TSP'S OBLIGATIONS

As a condition to the obligations to be performed by the City as enumerated in SECTION 3 of this Agreement, TSP agrees to the following:

1. TSP will complete and obtain necessary regulatory approvals;
2. TSP will provide to the reasonable satisfaction of the City an economic overview letter from any of TSP's bankers, lenders or such other qualified person or entity attesting, to their knowledge, TSP's financial ability to complete its obligations under this Agreement;
3. TSP will provide the Plan to renovate the Property, which consists of approximately 400,000 square feet of industrial space.

4. TSP will complete the Initial Renovation Improvements twelve (12) months from the execution of this Agreement but not later than December 31, 2009, subject to the provisions of SECTION 6, herein;

5. TSP shall make real property improvements to the Property in accordance with the Plan that have a taxable value (as determined by the Collin County Appraisal District) of not less than Nine Million Dollars (\$9,000,000.00);

6. TSP will obtain all necessary permits from the City, which shall not be unreasonably withheld, conditioned or delayed by the City and begin construction of the renovations no later than sixty (60) days following receipt of permit. Construction shall be deemed to have begun when TSP actually commences site work, as depicted on the Plan, (i.e., demolition, grading or clearing) on the Property;

7. TSP shall be responsible for the construction of all Public Improvements in substantial conformity to the Plan as prepared by the architect of record (the "Architect") or civil engineer of record (the "Civil Engineer"), subject to all necessary City regulatory approvals which shall not be unreasonably withheld, conditioned or delayed, and for supervision and management of construction of the Public Improvements. The "Public Improvements" (as that term is used in this Agreement) shall mean the "Storm Drain", the "Water Line", and the "Paving". All Public Improvements, as the same are described or referred to in Exhibit "C" attached to this Agreement, shall be located in public right-of-way or easements. All "Landscape and Screening" shall be located within or adjacent to the Dallas Area Rapid Transit ("DART") right-of-way; and

8. TSP shall be responsible for all maintenance and operation expenses associated with the Property; however, the City shall be responsible for the maintenance and operation expenses associated with the Storm Drain and Water Line.

SECTION 3. CITY'S OBLIGATIONS

As consideration for the obligations to be performed by TSP as enumerated in SECTION 2 of this Agreement, the City agrees to the following:

1. The City agrees, subject to the conditions contained herein, to pay for the Public Improvements, as shown in Exhibit "C", in an amount not to exceed Eight Hundred Thousand Dollars (\$800,000.00) (also called "Construction Allowance") as more fully described in SECTION 5 below. TSP will pay actual costs of completion of Public Improvements to the extent each line-item cost exceeds the amount for that item as shown in SECTION 5 below. The Construction Allowance will be available to TSP on a "line-item cost" basis as each line item is

completed and inspected by the City, such that cost savings realized with respect to discreet line-item allocations will be retained by the City. In no event will the aggregate of funds advanced by the City exceed the Construction Allowance. The Construction Allowance will be used toward the payment of all costs set forth in SECTION 5 below, including both "hard" and "soft" costs (including, but not limited to tests and architectural and engineering services).

2. TSP shall negotiate and obtain any required third party approvals and/or easements (including as to adjoining property owners) as may be reasonably necessary for the construction and installation of the Initial Renovation Improvements and Public Improvements (the "Off-Site Requirements"). The City agrees to cooperate with TSP in TSP's efforts to obtain the Off-Site Requirements.

3. The City may seek reimbursement of any Public Improvement costs from Tax Increment Financing Funds. The source of funding (including grants) for all Public Improvements paid for by the City is at the discretion of the City and may include reimbursement of costs from Tax Increment Financing District 2 Funds.

4. The City and TSP will coordinate and jointly approve the design of the Public Improvements;

5. The City agrees to grant to TSP the right to use easements and land owned or controlled by the City as may be reasonably necessary for the construction and installation of the Initial Renovation Improvements and Public Improvements (including, without limitation, fire lane access).

SECTION 4. DESIGN AND CONSTRUCTION PROCUREMENT

A. Design management for the Public Improvements and the renovations will be provided by the Architect or Civil Engineer for the renovations or such other party as shall be mutually agreed to by the parties to this Agreement. Architects and Engineers retained by TSP for the design and engineering services required for the successful completion of this Project shall meet all state licensing requirements.

B. Procurement of construction for the Public Improvements must be in accordance with the following provisions:

1. All Plans for the Public Improvements shall be submitted to the City Engineer for review and approval, which shall not be unreasonably withheld, conditioned or delayed. All Plans shall comply with the standards and requirements for similar developments located in the City, unless otherwise approved by the City in its reasonable discretion for the Plan. Nothing in this Agreement shall be construed to waive any review or permitting process or to diminish the City's regulatory authority.

2. TSP shall use reasonable efforts to insure that the Public Improvements are completed in a timely manner in accordance with the construction contract documents, plans and specifications.

3. Any construction contract for the construction of the Public Improvements shall specify that the contractor shall look solely to TSP concerning any claim under the contract. For each such construction contract TSP shall acquire and maintain or require its general contractor to acquire and maintain, during any period for which the renovations of the Property is under construction, comprehensive general liability insurance in the amount of the construction contract or \$1,000,000, whichever is greater. Such insurance shall cover any and all claims which might arise out of the construction contract, whether by the contractor, a subcontractor, materialman or otherwise. All such insurance shall: (a) be issued by a carrier which is rated "B+" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, and (b) name TSP and City as an additional insured. Certified copies of all of such policies shall be delivered to the City upon the execution of a construction contract; provided, however, that the City, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance together with the declaration page of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, TSP and City shall receive written notice of such cancellation, non-renewal or modification.

4. The contract shall require for the construction of all Public Improvements, that the contractor provide performance and payment bonds and 10% maintenance bonds or other lawful surety in a form acceptable to the City.

5. All project designs, drawings, site plans and other documents produced by TSP in connection with the renovations and the Public Improvements, including those attached to this Agreement, shall remain the property of TSP. However, in exchange for TSP's acceptance of the above-described reimbursement from the City, the City will retain all necessary rights to use such portion of the Plans created for public facilities and infrastructure, and all assignable rights in the boundary survey and environmental site assessment of the Property obtained by TSP.

SECTION 5. PAYMENT

A. The total amount of reimbursement from the City to TSP for construction of Public Improvements and Demolition and Abatement costs shall not exceed Eight Hundred Thousand Dollars (\$800,000.00) and the maximum reimbursement within each category of improvement shall be capped as follows:

\$225,000 for Storm Drain Water Line

\$200,000 for Water Line
\$250,000 for Demolition and Abatement
\$215,000 for Paving within public right-of-ways or easements
\$ 60,000 for Landscape and Screening

B. Upon completion and acceptance of the items eligible for reimbursement as described in Exhibit "C" and in this SECTION, 5/8ths of the reimbursement paid to TSP shall be declared a grant and will not be subject to recovery by the City.

C. The remaining 3/8ths of the reimbursement shall be deemed a grant not subject to recovery by the City if TSP is able to satisfy the following conditions by May 1, 2011:

1. At least eighty-five percent (85%) of the Property's rentable square footage is leased and certificate(s) of occupancy are issued and meets one of the two following:
2. TSP provides documentation that the cost of Initial Renovation Improvements to the Property, any landlord and tenant finish work, and any fees for design and engineering services shall total at least Five Million Dollars (\$5,000,000.00); or
3. The Collin County Appraisal District appraises the value of the real property improvements at not less than Nine Million Dollars (\$9,000,000.00).

D. If TSP is unable to satisfy the conditions described in Subsection C above, TSP shall repay to the City (as the City's sole remedy) One Hundred Thousand Dollars (\$100,000.00) in a lump sum within thirty (30) days of written demand and the balance of the recoverable funds (that being, \$200,000.00) shall be paid to the City in two equal annual payments (on May 1, 2012 and May 1, 2013, unless the amount owed is cancelled under Subsection E below) together with interest at six percent (6%) compounded annually.

E. If at anytime before May 1, 2012, TSP satisfies the conditions described in Subsection C above, the remaining balance of the Two Hundred Thousand Dollars (\$200,000.00) owed to the City under Subsection D above (together with all accrued interest thereon) shall be cancelled, declared a grant and not subject to recovery by the City nor any longer owed to the City.

SECTION 6. FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the obligations of the parties as contemplated hereunder is delayed by reason by war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities, fire or other casualty, court injunction, necessary condemnation proceedings, or acts of the other party, its affiliates/related entities and/or their contractors, the party so obligated or permitted shall be excused from doing or

performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

SECTION 7. TERM

The term of this Agreement shall begin on the date of execution, and end upon the complete performance of all obligations and conditions precedent by parties to this Agreement.

SECTION 8. AUTHORITY OF TSP

TSP represents and warrants to the City that TSP is duly formed, validly existing and in good standing under the laws of the State of Texas. TSP has full power, authority and legal right to execute and deliver this Agreement. This Agreement constitutes a legal, valid, and binding obligation of TSP and the City, enforceable in accordance with its terms.

SECTION 9. EVENTS OF DEFAULT

A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement and such failure is not cured within thirty (30) days following written notice thereof from the non-defaulting party to the defaulting party (which cure period shall be extended if the default is not susceptible to cure within said 30 day period so long as the cure is commenced within said 30 day period and thereafter diligently pursued), or if the representation provided for in SECTION 8 is not true or correct in any material respect. A party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default by the defaulting party, or, with the giving of notice or passage of time, or both, would constitute a default by the defaulting party under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

SECTION 10. NOTICES

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mails by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

If intended for City, to:

City of Plano, Texas
Attention: City Manager
1520 Avenue K
P. O. Box 860358

If intended for TSP, to:

Tenth Street Plano, L.P.
c/o: Holt Lunsford Commercial
Attention: David Cartwright
5055 Keller Springs Road, Suite 300

Plano, Texas 75086-0358

Addison, Texas 75001

With copy to:

Andrews Barth & Harrison, PC
Attention: Stan Barth
8235 Douglas Avenue, Suite 1120
Dallas, Texas 75225

SECTION 11. GIFT TO PUBLIC SERVANT

A. City may terminate this Agreement immediately if TSP has knowingly offered, conferred, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

B. For purposes of this SECTION, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

C. Notwithstanding any other legal remedies, City may require TSP to remove any employee, affiliate or contractor of TSP from the renovations and the Public Improvements on the Property who has violated the restrictions of this SECTION or any similar state or federal law, and obtain reimbursement for any expenditures made to TSP as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

SECTION 12. APPLICABLE LAWS

This Agreement is made subject to the provisions of the Charter and ordinances of City, as amended, and all applicable State and federal laws.

SECTION 13. VENUE AND GOVERNING LAW

This Agreement is performable in Collin County, Texas and venue of any action arising out of this Agreement shall be exclusively in Collin County, Texas. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

SECTION 14. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 15. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

SECTION 16. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 17. SUCCESSORS AND ASSIGNS

A. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, this Agreement shall not be assigned without the prior consent of TSP and the Plano City Council, which approvals shall not be unreasonably withheld; provided, further, however, TSP may assign this Agreement to TSP's lender as collateral.

B. An assignment or delegation of this Agreement to an Affiliate of TSP shall not require City Council approval and shall not result in a breach of the Agreement if the Affiliate of TSP expressly assumes all of the obligations of TSP under this Agreement for the balance of the term of this Agreement and provides evidence establishing the relationship between TSP and an Affiliate. TSP shall notify the City in writing, however, within 30 days of such assignment. "Affiliates", as used herein, includes any parent, sister, partner, joint venturer, equity investor or subsidiary entity of TSP; any entity in which either of TSP, a major shareholder, owns an equity interest or is a joint venturer or partner (whether general or limited).

SECTION 18. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

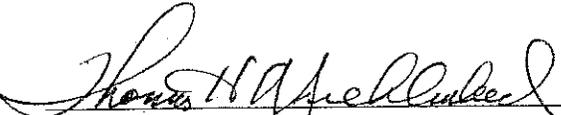
SECTION 19. INCORPORATION OF RECITALS

The recitals set forth herein are intended, and are hereby deemed to be a part of this Agreement.

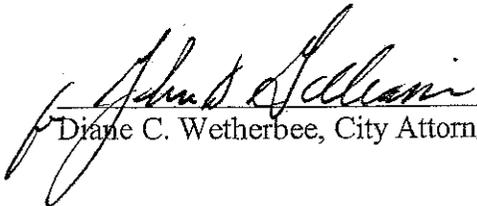
[Signatures on following page]

EXECUTED on the 13th day of October, 2008, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. 2008-10-12(R) approved by the City Council on October 13, 2008, acting through its duly authorized officials.

CITY OF PLANO, TEXAS, a home rule municipal corporation

By: 
Thomas H. Muehlenbeck, City Manager

APPROVED AS TO FORM:


Diane C. Wetherbee, City Attorney

Tenth Street Plano, L.P., a Texas limited partnership

By: Tenth Street Plano GP, LLC, a Texas limited liability company, its general partner

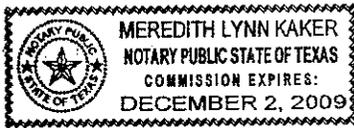
By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on the 5 day of November, 2008, by R. Holt hunsford, President of Tenth Street Plano GP, LLC, a Texas limited liability company, general partner of Tenth Street Plano, L.P., a Texas limited partnership, on behalf of said partnership.

Meredith Lynn Kaker
Notary Public, State of Texas



LIST OF EXHIBITS

EXHIBIT A	Property Legal Description
EXHIBIT B	Design and Concept Plan
EXHIBIT C	Public Improvements and Demolition

EXHIBIT A

DESCRIPTION, of a 17.867 acre tract of land situated in the Joseph Klepper Survey, Abstract No. 213 and the Samuel Klepper Survey, Abstract No. 216, Collin County, Texas; said tract being all of the Capital Wire and Cable Co., an addition to the City of Plano, Texas recorded in Cabinet G, Page 293 of the Map Records of Collin County, Texas; said tract also being all of that certain tract of land described as Tract 2, in Exhibit "A" in Special Warranty Deed to Tenth Street BSF, LLC recorded in Instrument No. 20070219000227850 of the Official Public Records of Collin County, Texas; said 17.867 acre tract being more particularly described as follows (bearing basis for this survey based on a bearing of South 89 degrees, 21 minutes, 00 seconds East for the south right-of-way line of 10th Street according to the said plat of Capital Wire and Cable Co.):

BEGINNING, at a "+" cut in concrete found for corner at the intersection of the said south line of 10th Street (a variable width right-of-way) and the west right-of-way line of the Dallas Area Rapid Transit (a 100-foot wide right-of-way, formerly the Houston & Texas Central Railroad); said point being the northeast corner of said Capital Wire and Cable Co.;

THENCE, South 01 degrees, 03 minutes, 00 seconds West, departing the said south line of 10th Street and along the said west line of the Dallas Area Rapid Transit, a distance of 983.90 feet to a 1/2-inch iron rod with "R-Delta Engineers" cap found for corner; said point being the northeast corner of that certain tract of land described in Exhibit "A" in Deed Without Warranty to the City of Richardson, Texas recorded in Volume 5004, Page 1618 of the Deed Records of Collin County, Texas;

THENCE, North 87 degrees, 24 minutes, 00 seconds West, departing the said west line of the Dallas Area Rapid Transit and along the north line of said City of Richardson tract, a distance of 454.93 feet to a 1/2-inch iron rod with "RPLS 4813" cap found for corner; said point being the southeast corner of Lot 1, Block 1, Parkway Business Center II, an addition to the City of Plano, Texas recorded in Cabinet E, Page 66 of said Map Records;

THENCE, North 01 degrees, 09 minutes, 19 seconds East, departing the said north line of the City of Richardson tract and along the east line of said Lot 1, Block 1, a distance of 322.50 feet to a "+" cut in concrete found for corner; said point being the northeast corner of said Lot 1, Block 1;

THENCE, North 88 degrees, 50 minutes, 41 seconds West, along the north line of said Lot 1, Block 1, a distance of 700.00 feet to a "+" cut in concrete set for corner; said point being the northwest corner of said Lot 1, Block 1;

THENCE, South 36 degrees, 28 minutes, 32 seconds West, along the northwest line of said Lot 1, Block 1, a distance of 204.08 feet to a "+" cut in concrete found for corner in the northeast right-of-way line of Avenue "F" (a 60-foot wide Street Easement recorded in Volume 963, Page 311 and Volume 964, Page 675, both of said Deed Records); said point being the southwest corner of said Lot 1, Block 1 and in a non-tangent curve to the right;

THENCE, in a northwesterly direction, along the said northeast line of Avenue "F" and said curve to the right, having a central angle of 06 degrees, 02 minutes, 41 seconds, a radius of 360.00 feet, a chord bearing and distance of North 33 degrees, 51 minutes, 57 seconds West, 37.96 feet, an arc distance of 37.98 feet to a point for corner (nothing found or set) in the southeast right-of-way line of the Dallas Area Rapid Transit (a 100-foot wide right-of-way, formerly the St. Louis & Southwestern Railroad); from said point a "+" cut in concrete found bears North 72 degrees, 08 minutes West, 0.4 feet;

THENCE, North 36 degrees, 56 minutes, 00 seconds East, along the said southeast line of the second referenced Dallas Area Rapid Transit, a distance of 960.09 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner at the intersection of said southeast line of the second referenced Dallas Area Rapid Transit and the said south line of 10th Street;

THENCE, South 89 degrees, 21 minutes, 00 seconds East, departing the said southeast line of the second referenced Dallas Area Rapid Transit and along the said south line of 10th Street, a distance of 731.48 feet to the POINT OF BEGINNING;

CONTAINING, 778,307 square feet or 17.867 acres of land, more or less.

Exhibit C

Public Improvements

Add one (1) sixty inch (60") RCP storm drain connecting existing pipe in DART ROW to outfall at same location as existing sixty inch (60") pipe (the "Storm Drain")

Construct new twelve inch (12") water line and connect to existing City lines (the "Water Line")

Repair and replace fire lane paving as needed (the "Paving")

Landscape and Screening

Provide landscape and screening (the "Landscape and Screening") within or adjacent to the DART right-of-way.

Demolition and Abatement

Demolition of existing improvements on the Property and the abatement or environmental hazards



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		May 23, 2011		
Department:		Legal		
Department Head		Diane Wetherbee		
Agenda Coordinator (include phone #): Betsy Allen # 7545				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the settlement agreement between the City of Plano and the United States of America, acting through the United States Department of Justice regarding a dispute concerning ambulance billing for Medicare/Medicaid reimbursement; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	-433,263	0	-433,263
BALANCE	0	-433,263	0	-433,263
FUND(s): GENERAL FUND				
COMMENTS: This item is for the settlement agreement between the City of Plano and the United States of America, acting through the United States Department of Justice regarding a dispute concerning ambulance billing for Medicare/Medicaid reimbursement. There is a companion supplement appropriation agenda item in the same amount, \$433,263.				
STRATEGIC PLAN GOAL: This settlement agreement relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This Resolution approves the settlement of a dispute concerning ambulance billing for Medicare/Medicaid reimbursement that was performed by the City's service provider Southwest General Services. In order to avoid further expense and the potential for greater liability that may arise from a trial, the settlement of this dispute is in the City's best interest.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Settlement Agreement				

A Resolution of the City Council of the City of Plano, Texas, approving the settlement agreement between the City of Plano and the United States of America, acting through the United States Department of Justice regarding a dispute concerning ambulance billing for Medicare/Medicaid reimbursement; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the United States of America, acting through the Department of Justice, has notified Plano of a claim regarding inappropriate coding for Medicare/Medicaid reimbursement in conjunction with Plano's ambulance billing; and

WHEREAS, the parties agreed to settle this dispute for the amount of **FOUR HUNDRED THIRTY THREE THOUSAND TWO HUNDRED SIXTY TWO AND 60/100 DOLLARS (\$433,262.60)** in accordance with the terms of a Settlement Agreement attached hereto as Exhibit "A" and other good and valuable consideration subject to the 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 the terms of the Settlement Agreement and that the City Manager or his authorized 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. The City Council approves the settlement of this dispute in the amount of **FOUR HUNDRED THIRTY THREE THOUSAND TWO HUNDRED SIXTY TWO AND 60/100 DOLLARS (\$433,262.60)** pursuant to the terms and conditions of the attached Settlement Agreement.

Section II. The City Manager or his authorized 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 23rd day of May, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (Agreement) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General of the United States Department of Health and Human Services (OIG-HHS) (collectively the “United States”); the Texas Attorney General’s Office and the Texas Health and Human Services Commission (HHSC) (collectively “Texas”); Douglas Moore (Relator); and the City of Plano (Plano) (hereafter referred to as “the Parties”), through their authorized representatives.

II. RECITALS

As a preamble to this Agreement, the Parties agree to the following:

A. Plano is a home-rule Texas municipal corporation with principal offices located in Collin County, Texas. At all times relevant to this Agreement, Plano offered a 911-dispatch service for emergency ambulance transportation to persons within the city-limits. At all times relevant to this Agreement, 911 transports were staffed by paramedics within its Fire Department. At all times relevant to this Agreement, Plano contracted with Southwest General Services of Dallas L.L.C. (SWGS) to appropriately code ambulance services and submit bill claims for reimbursement to various payors, including federal health care programs in compliance with the law. At all times relevant to this Agreement, SWGS coded 911-dispatched ambulance transports at the advance life support (ALS) level, regardless of patient condition at the time of transport or whether any ALS-type

service was rendered. At all times relevant to this Agreement, Plano's Medicare fiscal intermediary was Trailblazer Health Enterprises, LLC, and its Medicare provider number was 50-****. At all relevant times, Plano's Texas Medicaid contractor was Texas Medicaid Healthcare Partnership, and its Medicaid provider number was 088****-**. At all times relevant to this Agreement, Plano participated in and caused SWGS to submit claims on behalf of Plano to the Medicare Program (Medicare), Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1, and Texas Medicaid Program (Medicaid), Chapter 32 of the Texas Human Resources Code.

B. Relator Douglas Moore is a resident of Texas. On February 5, 2010, Relator filed a *qui tam* suit against 25 separate municipalities, including Plano in the United States District Court for the Northern District of Texas captioned *United States ex rel. Moore v. City of Addison, et al.*; No. 3:10-cv-0233-O (Civil Action). The Civil Action alleges that since at least January 1, 2006, until present, Plano and SWGS knowingly defrauded the Medicare and Texas Medicaid programs by billing for ALS ambulance services for city-dispatched 911 calls, regardless of whether the patient's medical condition justified the ALS claim, or whether an ALS service was furnished. Relator alleges that in certain cases the service should have been appropriately coded at the basic life support (BLS) level, which is reimbursed at a lower rate by both Medicare and Medicaid. The Civil Action alleges that both Plano and SWGS defrauded those programs by systematically seeking and being paid for upcoded ambulance transports.

C. The United States and Texas contend that they have certain civil claims against Plano for knowingly defrauding the Medicare and Texas Medicaid programs by causing the submission of false claims for certain ambulance transports between January 1, 2006, and May 31, 2010. The United States and Texas contend Plano failed to adequately supervise SWGS' coding and submission of ALS claims to the Medicare and Texas Medicaid programs. The United States and Texas contend that Plano, as a result, caused fraudulent claims submitted to both programs to be improperly coded as ALS, which indicate that an ALS-type service was furnished by the paramedics, and/or that the patient's condition necessitated an ALS intervention. The United States and Texas thus believe that Plano, between January 1, 2006, and May 31, 2010, caused to be submitted for payment claims falsely representing to Medicare and Texas Medicaid that ALS services were appropriate and furnished by Plano personnel when in fact no ALS-service was rendered and/or the patient did not require an ALS transport. All of the conduct described in this Paragraph II.C. is hereinafter referred to as the "Covered Conduct."

D. This Agreement is neither an admission of liability by Plano, nor a concession by the United States and Texas that their claims are not well founded. Plano denies all such claims against it described as Covered Conduct.

E. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator's reasonable expenses, attorneys' fees and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties reach a full and final settlement pursuant to the Terms and Conditions below.

III. TERMS AND CONDITIONS

1. Plano agrees to pay to the United States and Texas \$433,262.60 (Settlement Amount) by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Northern District of Texas no later than the Effective Date of this Agreement.

2. Conditioned upon the United States receiving the Settlement Amount from Plano and as soon as feasible after receipt, the United States and Texas agree to pay a share to Relator by electronic funds transfer pursuant to written instructions to be provided by Relator.

3. Subject to the exceptions in Paragraph 8 (concerning excluded claims) below, and conditioned upon Plano's full payment of the Settlement Amount, the United States (on behalf of itself, its officers, agents, agencies, and departments) agrees to release Plano from any civil or administrative monetary claim the United States has or may have under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, or the common law theories of payment by mistake, unjust enrichment, and fraud, for the Covered Conduct only.

4. Subject to the exceptions in Paragraph 8 (concerning excluded claims) below, and conditioned upon Plano's full payment of the Settlement Amount, Texas (on behalf of itself, its officers, agents, agencies, and departments) releases Plano from any civil or administrative claim, monetary or otherwise, including, but not limited to, claims for suspension or revocation of Plano's provider agreement, recovery of fees, expenses, or attorney's fees incurred by the Texas Attorney General or the HHSC in investigating the Covered Conduct, or other administrative remedies Texas may have for the Covered Conduct under the Texas Medicaid Fraud Prevention Act, Tex Hum. Res. Code Ann. § 36.001 et seq.; or common law theories of payment by mistake, unjust enrichment, fraud, or in equity, for the Covered Conduct only.

5. Subject to the exceptions in Paragraph 8 below, and conditioned upon Plano's full payment of the Settlement Amount, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, agrees to release Plano from any civil monetary claim the Relator has on behalf of the United States and Texas for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

6. OIG-HHS expressly reserves all rights to institute, direct, or to maintain any administrative action seeking exclusion against Plano from Medicare, Medicaid, and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) under 42 U.S.C. § 1320a-7(a) (mandatory exclusion), or 42 U.S.C. § 1320a-7(b) or 42 U.S.C. § 1320a-71 (permissive exclusion).

7. HHSC expressly reserves all rights to comply with any statutory obligations to exclude Plano from Medicaid, under Chapter 32 and/or Chapter 36 of the Texas Human Resources Code and Chapter 531 of the Texas Government Code, based upon the Covered Conduct. Nothing in this Paragraph precludes the HHSC from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 8 below. Plano reserves and does not waive any right to appeal such action.

8. Notwithstanding the releases given in Paragraphs III.3 - 7. of this Agreement, or any other term of this Agreement, the following claims of the United States and Texas are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs or debarment;
- d. Any liability to the United States, Texas, (or their agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon such obligations as are created by this Agreement;

f. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;

g. Any liability for failure to deliver goods or services due;

h. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;

i. Except as explicitly stated in this Agreement, any liability of individuals, including officers and employees.

9. Relator and his heirs, successors, attorneys, agents, and assigns agree not to object to this Agreement and agree and confirm that this Agreement is fair, adequate, and reasonable under all circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the payment described in Paragraph 2, Relator, for himself individually, and for his heirs, successors, agents and assigns, fully and finally releases, waives, and forever discharges the United States and Texas, their officers, agents, and employees, from any claims arising from or relating to 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or Civil Action as to Plano only.

10. Conditioned upon Plano's full payment of the Settlement Amount, Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases Plano, and its officers, agents, and employees, from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorney's fees and costs or the Texas Medicaid Fraud Prevention Act, Tex Hum. Res. Code Ann. §

36.001 et seq. Nothing contained herein shall release SWGS or any other defendant from any claims Relator, his heirs, successors, attorneys, agents, and assigns, or the United States or Texas have or may have against SWGS or any other defendant under the False Claims Act, 31 U.S.C. §§ 3729-3733, and the Texas Medicaid Fraud Prevention Act, Tex Hum. Res. Code Ann. § 36.001 et seq.

11. Plano waives and shall not assert any defense Plano may have to any criminal prosecution or administrative action relating to the Covered Conduct, that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Plano reserves all other defenses regarding such a criminal prosecution or administrative action. Nothing in this Paragraph or any other provision of this Agreement constitutes an agreement by the United States or Texas concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

12. Plano fully and finally release the United States, Texas, and their agencies, employees, servants, and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) which they have asserted, could have asserted, or may assert in the future against the United States, Texas, or their agencies, employees, servants, and agents, related to the Covered Conduct and the United States' or Texas' investigation and prosecution thereof.

13. Plano fully and finally release the Relator and his heirs successors, attorneys, assigns, and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) which they have asserted, could have asserted, or may assert in the future against Relator related to the Covered Conduct and his investigation and prosecution thereof, or the filing of the Civil Action.

14. Relator, for himself, his heirs, successors, attorneys, agents and assigns, releases Plano from any claims (including attorney fees and costs, and expenses of every kind and however denominated) which they could have asserted, or may assert in the future against Plano related to the Covered Conduct and his investigation and prosecution thereof, or the filing of the Civil Action conditioned upon Plano's payment described in Paragraph 1.

15. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare carrier or intermediary, or any state payer, related to the Covered Conduct; and Plano agrees not to resubmit to any Medicare carrier or intermediary or contractor or any state payer any previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

16. Plano agrees to the following:

a. Unallowable Costs Defined: that all costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47, and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk and 1396-1396W-5, and the regulations and

official program directives promulgated thereunder) incurred by or on behalf of Plano in connection with the following shall be “unallowable costs” on government contracts and under the Medicare Program, Medicaid Program, Tricare Program, and FEHBP:

- (1) the matters covered by this Agreement,
- (2) the United States’ or Texas’ audit(s) and civil investigation(s) of the matters covered by this Agreement,
- (3) Plano’s investigation, defense, and corrective actions undertaken in response to the United States’ audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorney's fees),
- (4) the negotiation and performance of this Agreement, and
- (5) the payments Plano makes to the United States, Texas or Relator pursuant to this Agreement.

All costs described or set forth in this Paragraph 16.a. are hereafter, “unallowable costs.”

b. Future Treatment of Unallowable Costs: These unallowable costs shall be separately determined and accounted for in non-reimbursable cost centers by Plano and Plano shall not charge such unallowable costs directly or indirectly to any contracts with the United States, Texas or any state Medicaid program, or seek payment for such unallowable costs through any cost report, cost statement, information statement, or payment request submitted by Plano to the Medicare, Medicaid, Tricare, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment:

If applicable, Plano further agrees that within 90 days of the Effective Date of this Agreement, Plano shall identify to applicable Medicare and Tricare fiscal intermediaries, carriers, and/or contractors, and Medicaid, VA, and FEHBP fiscal agents, any unallowable costs (as defined in this Paragraph) included in payments previously sought from the United States, Texas or any state Medicaid Program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Plano, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. Plano agrees that the United States and Texas, at a minimum, shall be entitled to recoup from Plano any overpayment plus applicable interest and penalties as a result of the inclusion of such unallowable costs on previously-submitted cost reports, information reports, cost statements, or requests for payment. Any payments due after the adjustments have been made shall be paid to the United States and Texas pursuant to the direction of the Department of Justice, and/or the affected agencies. The United States and Texas reserve their right to disagree with any calculations submitted by Plano on the effect of inclusion of unallowable costs (as defined in this Paragraph) on Plano's cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of

the United States or Texas to audit, examine, or re-examine Plano's books and records to

determine that no unallowable costs have been claimed in accordance with the provisions of this Paragraph.

17. This Agreement is intended to be for the benefit of the Parties, only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 18 (waiver of beneficiaries paragraph) below.

18. Plano waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

19. Plano warrants that it has reviewed its financial situation and that it is currently solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the United States and Texas of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they: (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Plano, within the meaning of 11 U.S.C. § 547(c)(1); and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value which is not intended to hinder, delay, or defraud any entity

to which Plano was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

20. Except as expressly provided to the contrary in this Agreement, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

21. Each party and signatory to this Agreement represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

22. This Agreement is governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement shall be the United States District Court for the Northern District of Texas, Plano Division.

23. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

24. Upon receipt of the payment described in Paragraph III.1., above, the United States, Texas, and Relator shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal with prejudice of the Civil Action pursuant to Rule 41(a)(1).

25. The individuals signing this Agreement on behalf of Plano represent and warrant that they are authorized by Plano to execute this Agreement. The individuals signing this Agreement on behalf of Relator represent and warrant that they are authorized by Relator to execute this Agreement. The United States and Texas

signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

26. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

27. This Agreement is binding on Plano's successors, transferees, and assigns.

28. This Agreement is binding on Relator's successors, transferees, heirs, and assigns

29. All Parties consent to the United States', Texas', Relator's and Plano's disclosure of this Agreement, and information about this Agreement, to the public.

30. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date" of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

ON BEHALF OF THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

Sean R. McKenna
Assistant United States Attorney
Northern District of Texas

DATED: _____

BY: _____

Gregory E. Demske
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services

ON BEHALF OF THE STATE OF TEXAS

DATED: _____

BY: _____

Ray Winter
Office of the Attorney General of Texas

DATED: _____

BY: _____

Thomas Suehs
Executive Commissioner
Health and Human Services Commission

ON BEHALF OF THE CITY OF PLANO

DATED: _____

BY: _____

Bruce D. Glasscock
Plano City Manger

DATED: _____

BY: _____

Diane C. Weatherbee, Esq. (as to form only)

City Attorney for Plano

DOUGLAS MOORE - RELATOR

DATED: _____

BY: _____
Douglas Moore
Relator

DATED: _____

BY: _____
Dave Haron, Esq. (as to form only)
Frank, Haron, Weiner & Navarro

Counsel for Relator



CITY OF PLANO COUNCIL AGENDA ITEM

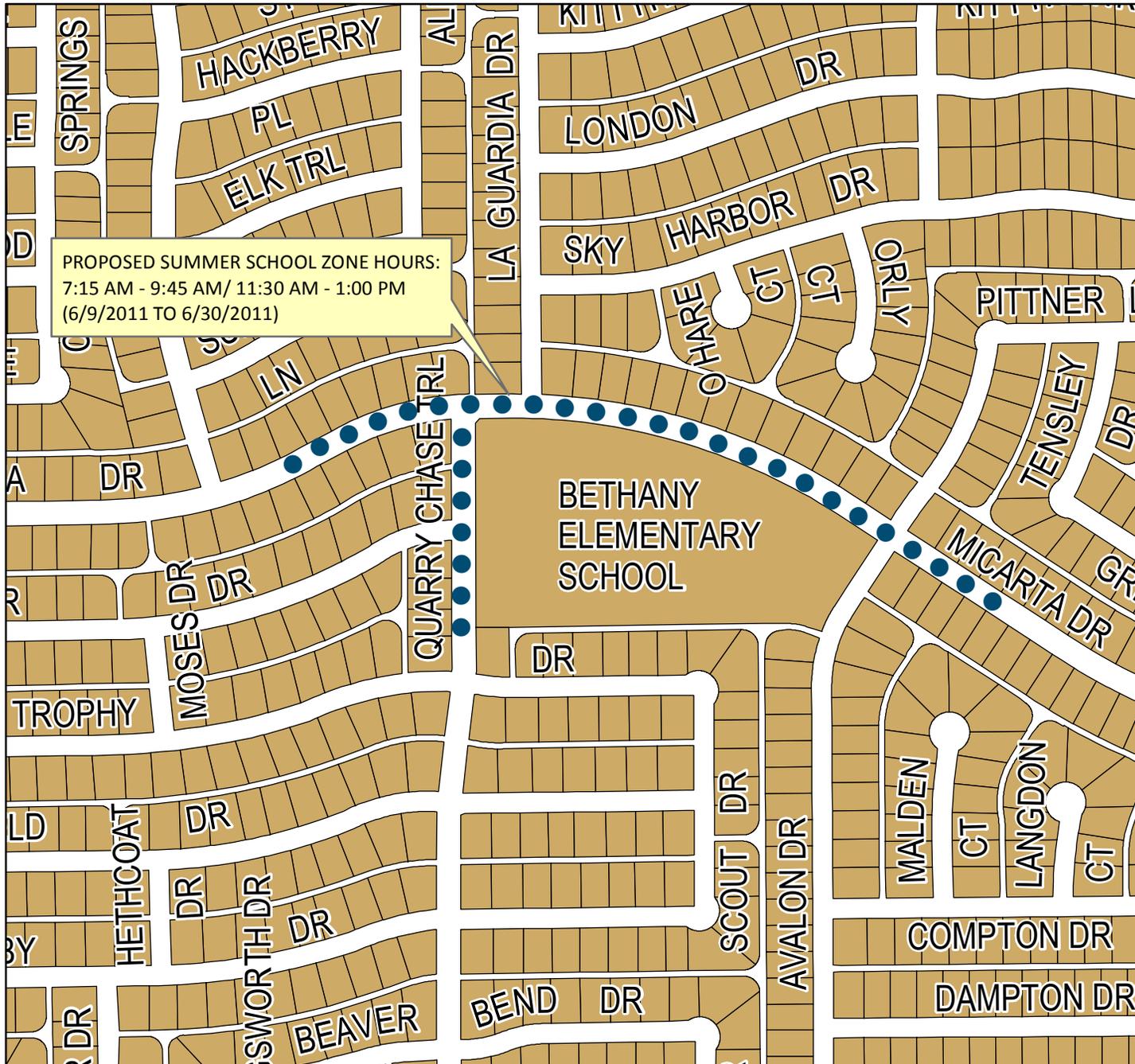
CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/23/2011		
Department:	Public Works			
Department Head	Gerald Cosgrove			
Agenda Coordinator (include phone #): Irene Pegues (7198)				
CAPTION				
An Ordinance of the City Of Plano, Texas amending Section 12-73.1 of Chapter 12 Motor Vehicles and Traffic of the City of Plano Code of Ordinances; to enact school zones for summer school sessions; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	244,278	0
Encumbered/Expended Amount		0	-96,820	0
This Item		0	-12,611	0
BALANCE		0	134,847	0
FUND(S): GENERAL FUND				
<p>COMMENTS: Approval of this item will require expenditures to be made in the Signs & Markings Cost Center for modifying traffic signs in school zones where summer school sessions will be held. In all, 212 signs in school zones must be fabricated and installed, at an estimated total cost of \$12,611, in order to notify motorists when the school zone is in effect.</p> <p>STRATEGIC PLAN GOAL: Maintaining School Zones during summer school sessions relates to the City's Goal of Safe Large City.</p>				
SUMMARY OF ITEM				
<p>The Plano Independent School District (PISD) has requested the implementation of school speed zones on City streets adjacent to 17 school campuses that will be open for summer school sessions commencing in June, 2011. Because summer school sessions operate on different calendars and different operating times than the regular school year, the City Council adopted Section 12-73.1 Same – Specific Zones – Summer School on April 27, 2009. This section is school and zone specific, and requires annual updates as the PISD selects schools and dates to be used for summer school sessions. The Transportation Engineering Division supports the adoption of this ordinance amending Section 12-73.1 for the 2011 summer school sessions. If Council approves this ordinance establishing "Summer School" zones, all of the school zone signs for each affected school will have to be modified. The Sign Shop has estimated the cost of fabricating and installing 212 signs to be approximately \$12,611, which will have to be absorbed in their budget.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Maps			N/A	

Summer School Zone Locations (2011)

Click on a street name to go to a corresponding map.

No.	Street	Schools
1.	15 th Street	Vines
2.	Archgate Drive	Robinson/Jasper
3.	Baffin Bay Drive	Harrington
4.	Coldwater Creek Drive	Hickey
5.	Country Place Drive (b/w Papeete Drive and Faringdon Drive)	Harrington
6.	Country Place Drive (b/w Lake Shore Lane and Tree House Lane)	Christie/Carpenter
7.	Cross Bend Road	Christie/Carpenter
8.	Custer Road	Shepard
9.	Denham Way	Robinson/Jasper
10.	Edgefield Drive	Sigler
11.	Field Cove Drive	Christie/Carpenter
12.	Glenclyff Drive	Shepard
13.	Grandview Drive	Shepard
14.	Harrington Drive	Harrington
15.	Highedge Drive	Vines
16.	Janwood Drive	Sigler
17.	Jupiter Road	Bowman
18.	Kelsey Drive	Shepard
19.	Laurel Lane	Bowman
20.	Legacy Drive	Robinson/Jasper
21.	Linden Drive	Sigler
22.	Maumelle Drive	Carlisle/Schimelpfenig
23.	Micarta Drive	Bethany
24.	Mill Valley Drive	Vines
25.	Mission Ridge Road	Wells
26.	Old Orchard Drive	Carlisle/Schimelpfenig
27.	Oxbow Drive	Hickey
28.	Park Boulevard	Bowman
29.	Preston Meadow Drive	Robinson/Jasper
30.	Quarry Chase Trail	Bethany
31.	R Avenue	Bowman
32.	Rainier Road	Christie/Carpenter
33.	Roundrock Trail	Carlisle/Schimelpfenig
34.	San Gabriel Drive	Dooley
35.	Shinnery Oak Drive	Dooley
36.	Whiffletree Drive	Wells
37.	Wilson Drive	Shepard

BETHANY ELEMENTARY SCHOOL



**PROPOSED
SUMMER
SCHOOL
ZONES:**

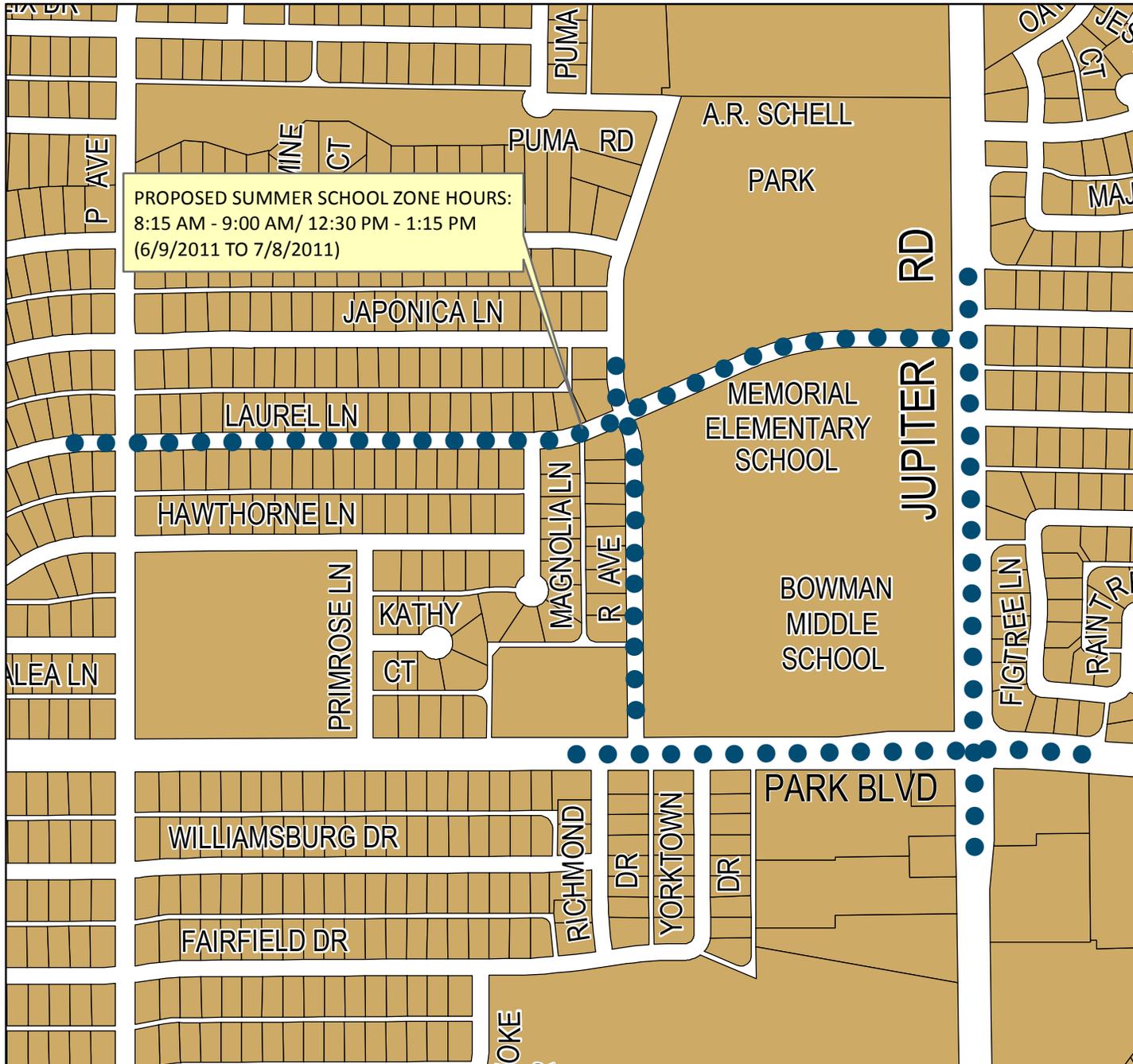
**MICARTA DRIVE
QUARRY CHASE TRAIL**

APRIL 2011



Transportation Engineering Division

BOWMAN MIDDLE SCHOOL



PROPOSED SUMMER SCHOOL ZONES:

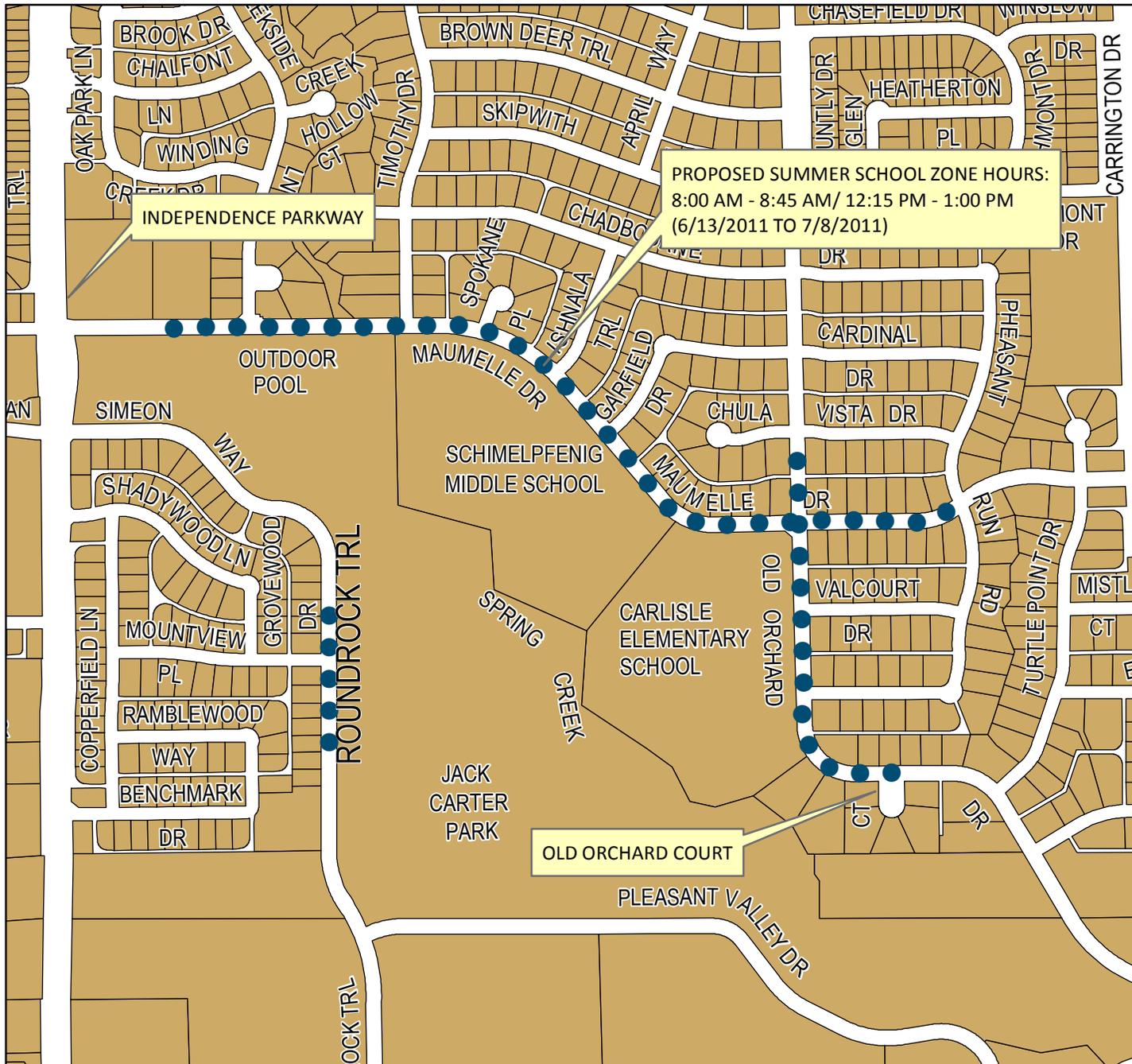
JUPITER ROAD
LAUREL LANE
PARK BOULEVARD
R AVENUE

APRIL 2011



Transportation Engineering Division

CARLISLE ELEMENTARY & SCHIMELPFENIG MIDDLE SCHOOLS



PROPOSED SUMMER SCHOOL ZONES:

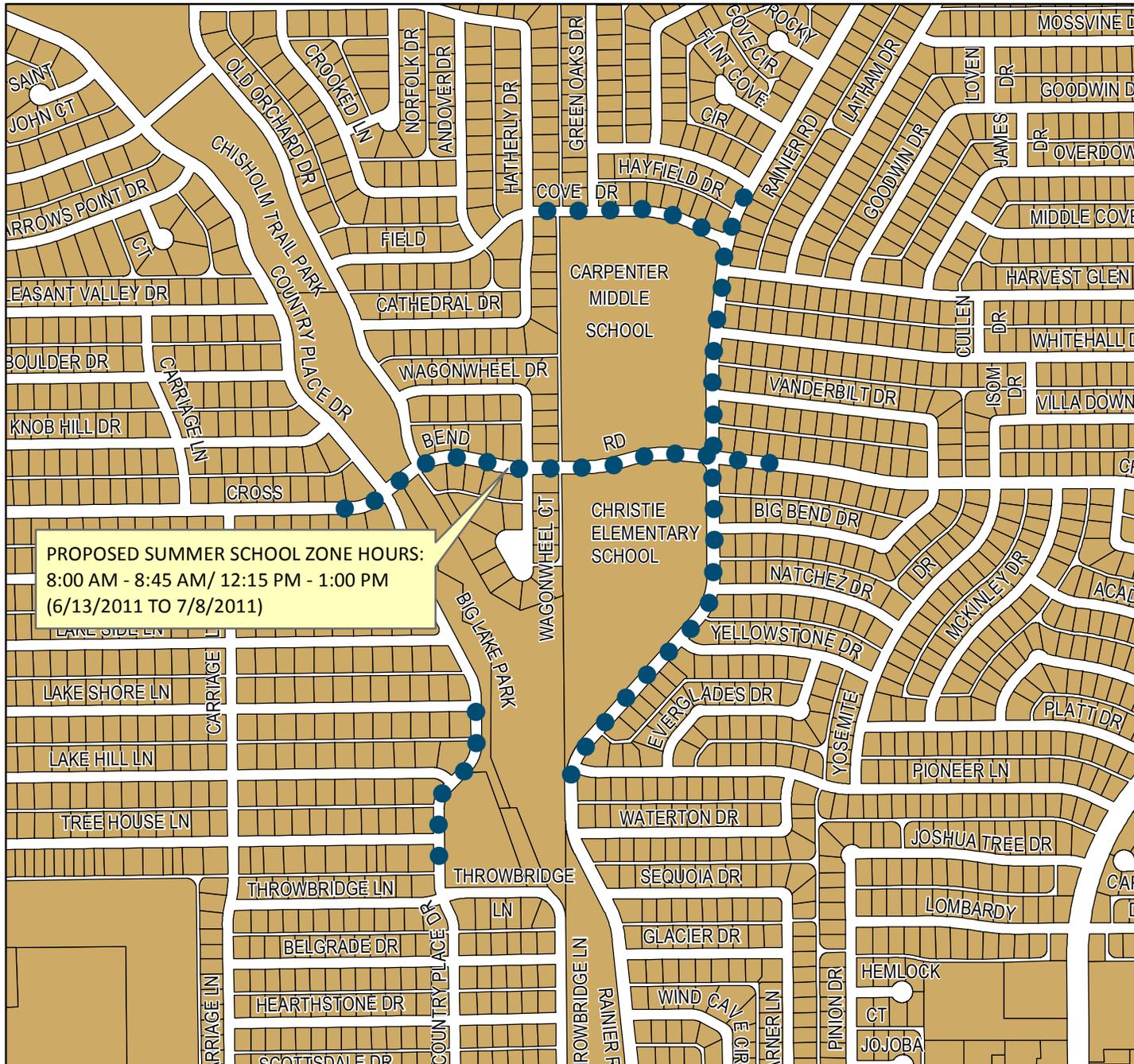
MAUMELLE DRIVE
OLD ORCHARD DRIVE
ROUNDROCK TRAIL

APRIL 2011



Transportation Engineering Division

CHRISTIE ELEMENTARY & CARPENTER MIDDLE SCHOOLS



PROPOSED SUMMER SCHOOL ZONE HOURS:
8:00 AM - 8:45 AM / 12:15 PM - 1:00 PM
(6/13/2011 TO 7/8/2011)

**PROPOSED
SUMMER
SCHOOL
ZONES:**

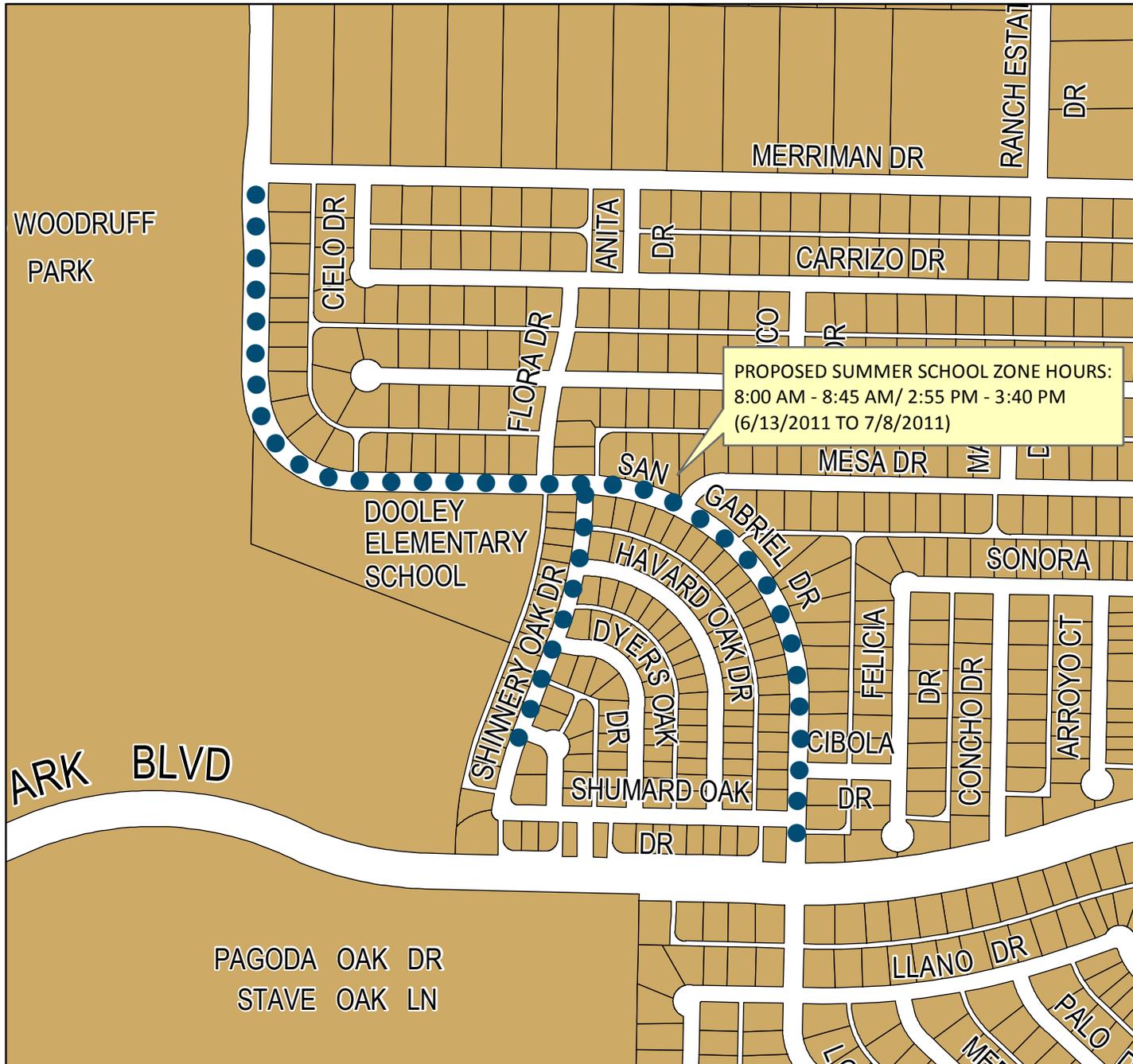
**COUNTRY PLACE DRIVE
CROSS BEND ROAD
FIELD COVE DRIVE
RAINIER ROAD**

APRIL 2011



Transportation Engineering Division

DOOLEY ELEMENTARY SCHOOL



**PROPOSED
SUMMER
SCHOOL
ZONES:**

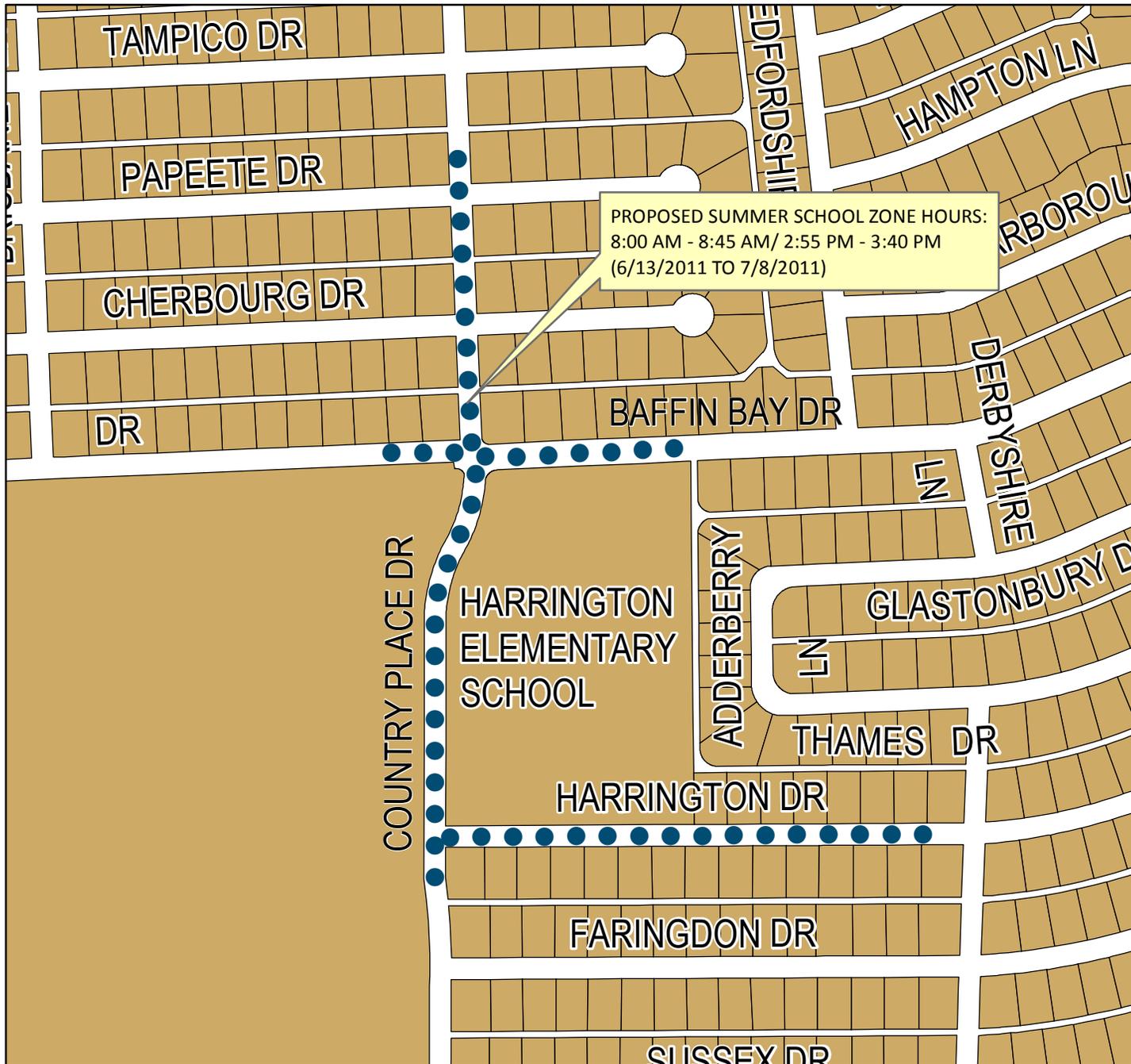
**SAN GABRIEL DRIVE
SHINNERY OAK DRIVE**

APRIL 2011



Transportation Engineering Division

HARRINGTON ELEMENTARY SCHOOL



**PROPOSED
SUMMER
SCHOOL
ZONES:**

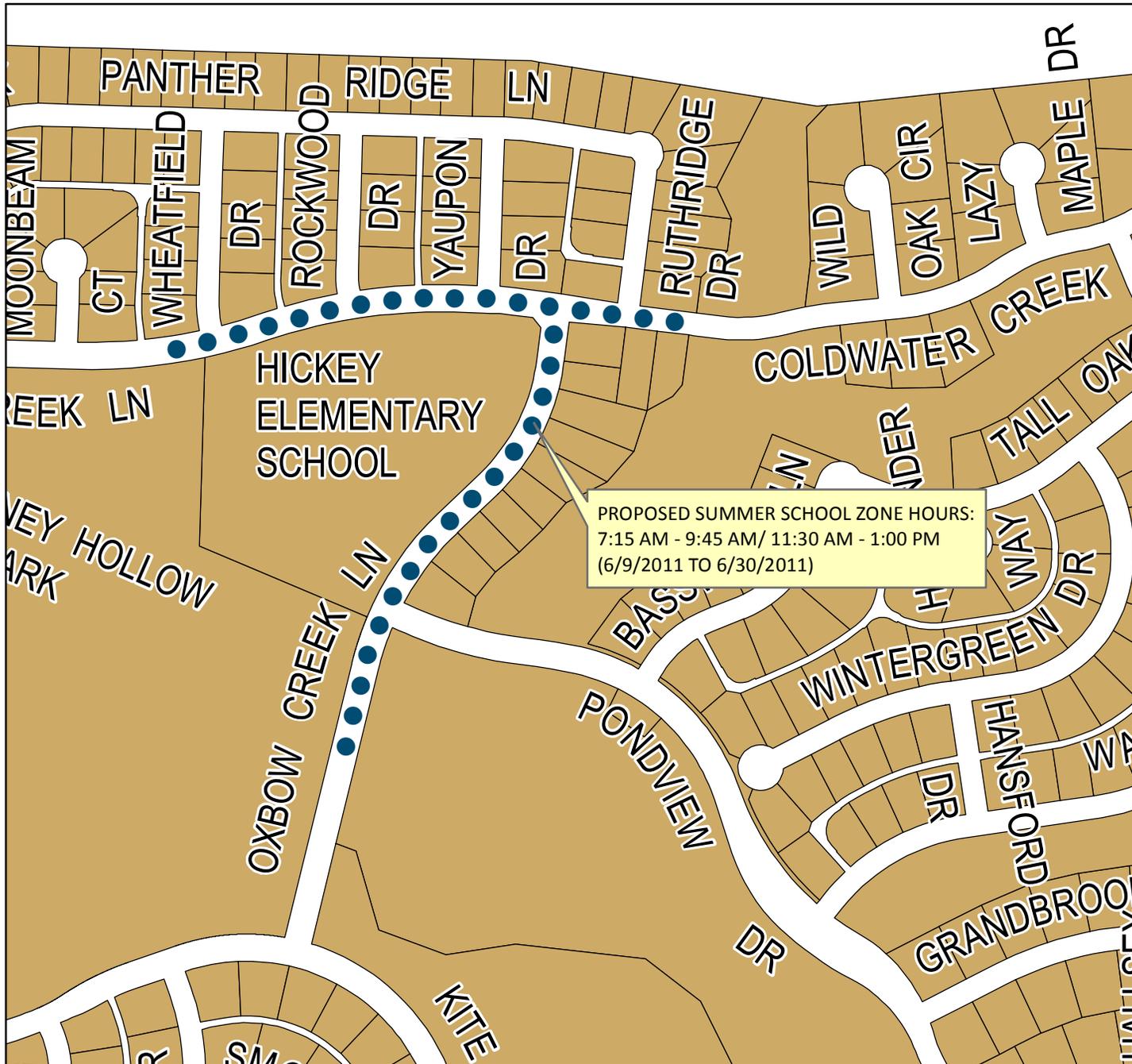
**BAFFIN BAY DRIVE
COUNTRY PLACE DRIVE
HARRINGTON DRIVE**

APRIL 2011



Transportation Engineering Division

HICKEY ELEMENTARY SCHOOL



**PROPOSED
SUMMER
SCHOOL
ZONES:**

**COLDWATER CREEK LANE
OXBOW CREEK LANE**

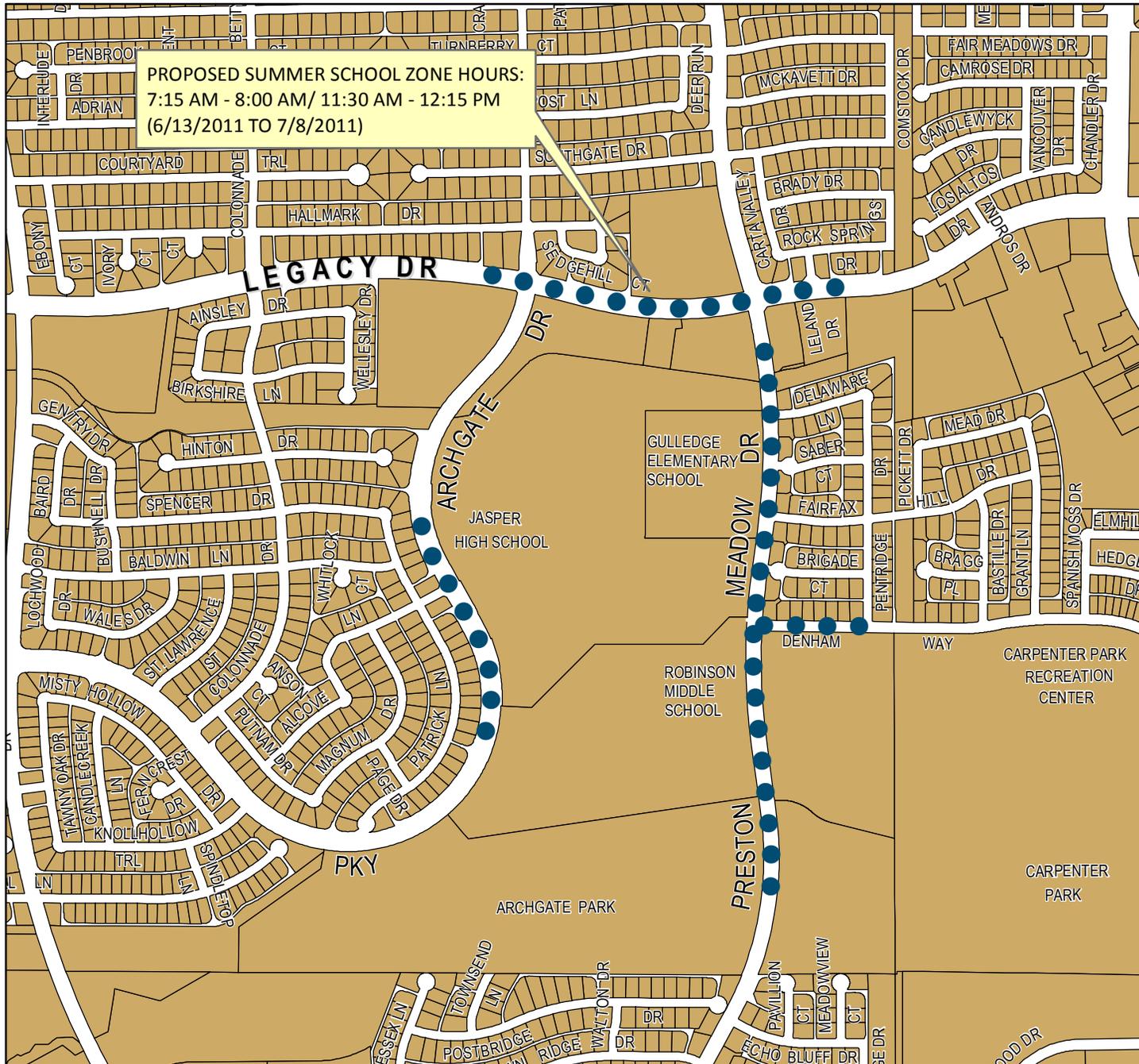
APRIL 2011



Transportation Engineering Division

ROBINSON MIDDLE & JASPER HIGH SCHOOLS

PROPOSED SUMMER SCHOOL ZONE HOURS:
 7:15 AM - 8:00 AM / 11:30 AM - 12:15 PM
 (6/13/2011 TO 7/8/2011)



**PROPOSED
 SUMMER
 SCHOOL
 ZONES:**

- ARCHGATE DRIVE**
- DENHAM WAY**
- LEGACY DRIVE**
- PRESTON MEADOW DRIVE**

APRIL 2011



Transportation Engineering Division

SHEPARD ELEMENTARY SCHOOL

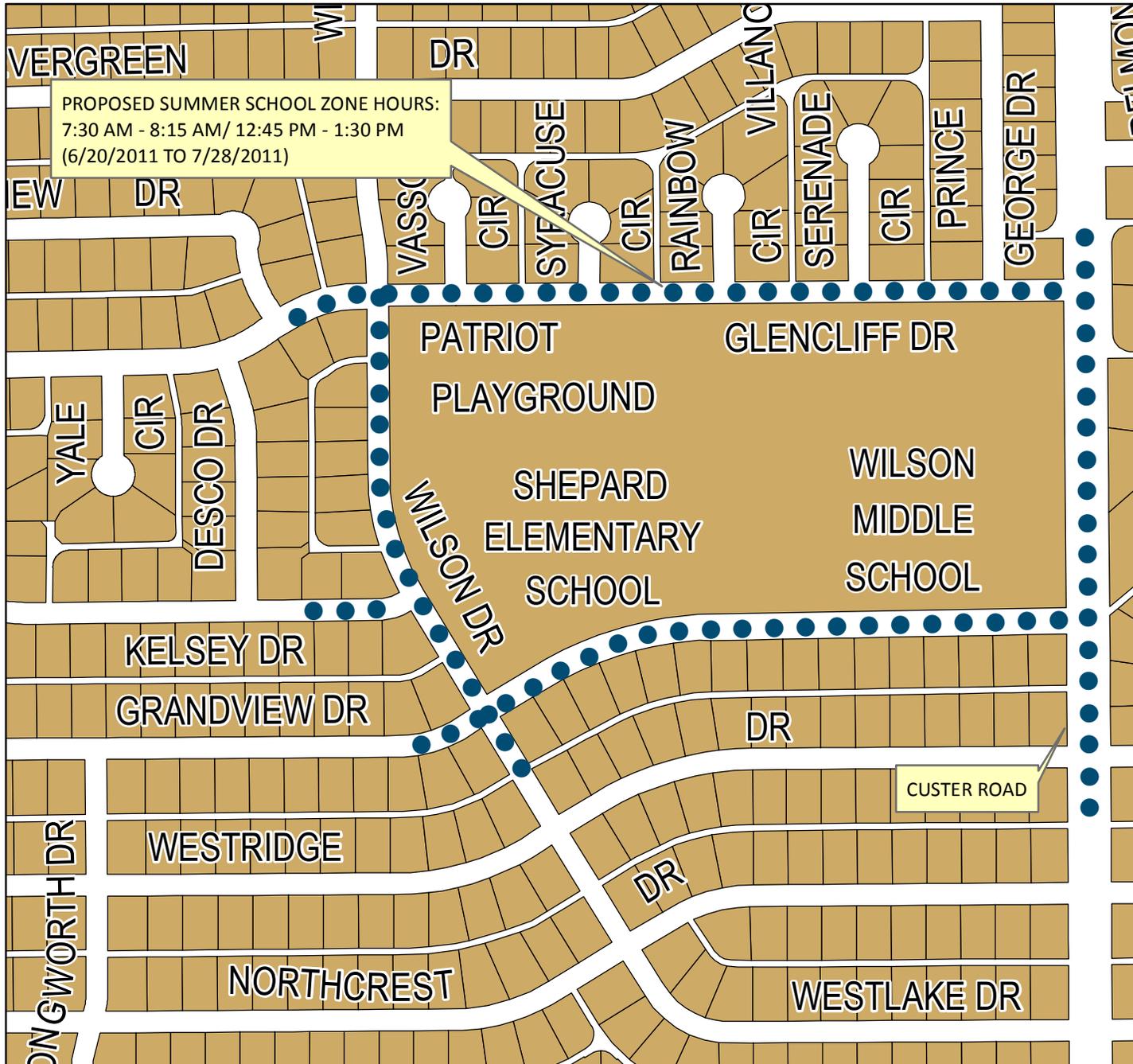
PROPOSED SUMMER SCHOOL ZONE HOURS:
 7:30 AM - 8:15 AM / 12:45 PM - 1:30 PM
 (6/20/2011 TO 7/28/2011)



PROPOSED SUMMER SCHOOL ZONES:

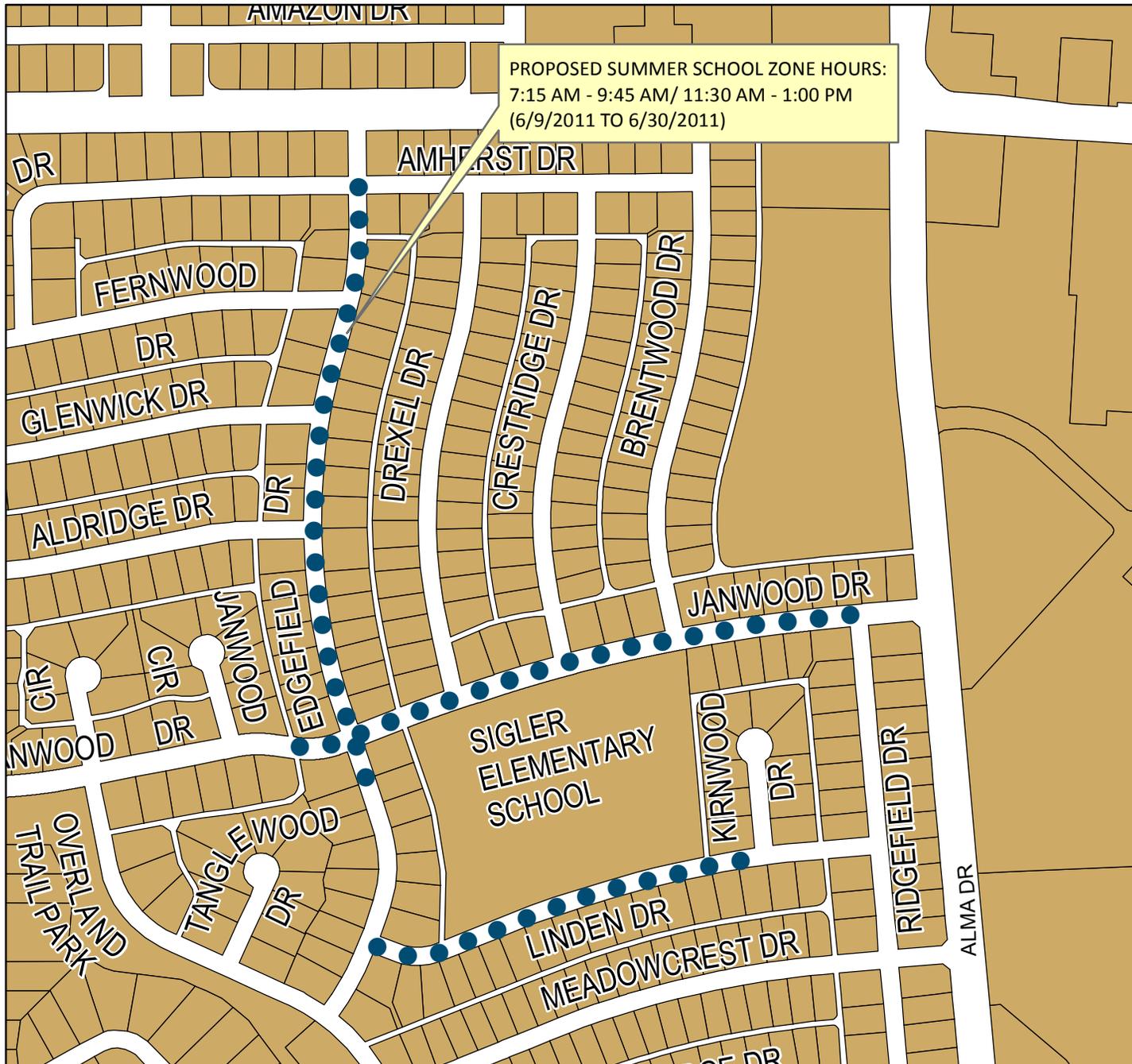
CUSTER ROAD
 GLENCLIFF DRIVE
 GRANDVIEW DRIVE
 KELSEY DRIVE
 WILSON DRIVE

APRIL 2011



Transportation Engineering Division

SIGLER ELEMENTARY SCHOOL



**PROPOSED
SUMMER
SCHOOL
ZONES:**

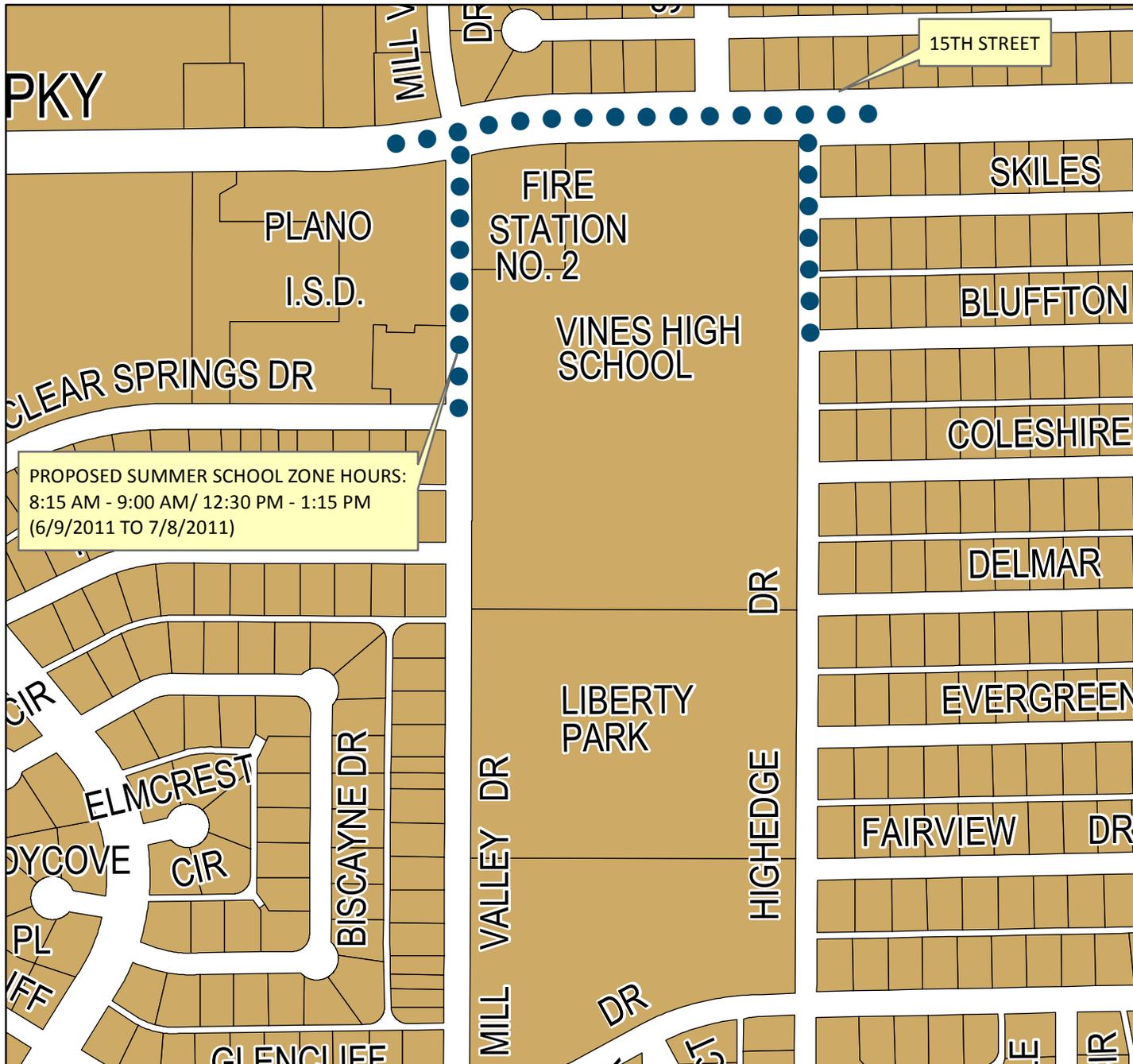
**EDGEFIELD DRIVE
JANWOOD DRIVE
LINDEN DRIVE**

APRIL 2011



Transportation Engineering Division

VINES HIGH SCHOOL



PROPOSED SUMMER SCHOOL ZONES:

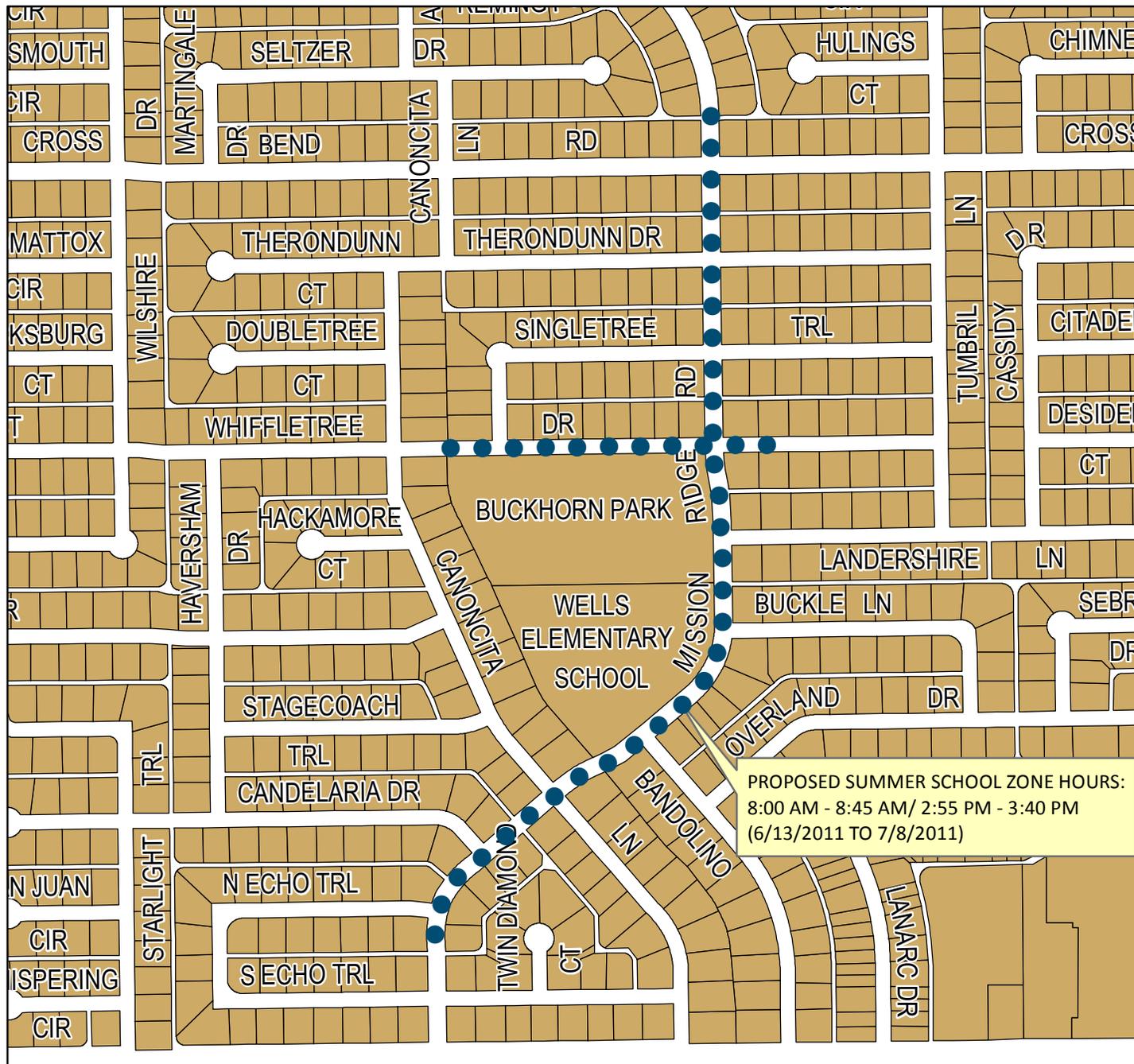
15TH STREET
HIGHEDGE DRIVE
MILL VALLEY DRIVE

APRIL 2011



Transportation Engineering Division

WELLS ELEMENTARY SCHOOL



**PROPOSED
SUMMER
SCHOOL
ZONES:**

**MISSION RIDGE ROAD
WHIFFLETREE DRIVE**

APRIL 2011

PROPOSED SUMMER SCHOOL ZONE HOURS:
8:00 AM - 8:45 AM/ 2:55 PM - 3:40 PM
(6/13/2011 TO 7/8/2011)



Transportation Engineering Division

An Ordinance of the City of Plano, Texas amending Section 12-73.1 of Chapter 12 Motor Vehicles and Traffic of the City of Plano Code of Ordinances; to enact school zones for summer school sessions; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, both the Plano Independent School District (PISD) and the Frisco Independent School District (FISD) have schools within the City of Plano;

WHEREAS, the PISD opens certain school campuses after the end of the regular school year for summer school sessions;

WHEREAS, the school zones listed in Section 12-73.1 for summer school change from year to year as the schools used for summer school change from year to year;

WHEREAS, an amended Section 12-73.1 is necessary to provide for a listing of the school zones and effective times applicable during the 2011 summer school sessions;

WHEREAS, the City Council of the City of Plano finds it is necessary and in the best interest of the City and its citizens to enact school zones at and near schools open for summer school within the City of Plano; and

WHEREAS, the City Council hereby finds that Section 12-73.1 should be amended.

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

Section I. Section 12-73.1 of Article IV, Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas, is hereby amended by the repeal of the following Subsection:

“(d) *School zones designated.* The following designated locations and areas are declared to be school zones and the prima facie maximum speed limit for all motor vehicles operated within such locations and areas on school days shall be twenty (20) miles per hour during the designated time periods. Such school zones are designed to serve a public institution of elementary or secondary education.

17th Street:

- (1) Between a point one hundred seventy-five (175) feet west of R Avenue and a point one hundred seventy-five (175) feet west of P Avenue on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/8/2010 to 7/9/2010)

18th Street:

- (1) Between a point two hundred (200) feet east of N Avenue and a point two hundred twenty-five (225) feet west of M Avenue on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)
- (2) Between a point six hundred (600) feet east of Red Bud Lane and a point two hundred (200) feet west of P Avenue on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/8/2010 to 7/9/2010)

19th Street:

- (1) Between a point six hundred fifty (650) feet east of K Avenue and a point one hundred fifty (150) feet east of N Avenue on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)

Archgate Drive:

- (1) Between a point one thousand two hundred fifty (1,250) feet south of Alcove Lane and a point two hundred seventy-five (275) feet north of Alcove Lane on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/14/2010 to 7/9/2010)

Baffin Bay Drive:

- (1) Between a point one hundred seventy-five (175) feet west of Country Place Drive and a point four hundred seventy-five (475) feet east of Country Place Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/14/2010 to 7/9/2010)

Coldwater Creek Lane:

- (1) Between a point seventy-five (75) feet west of Wheatfield Drive and a point one hundred seventy-five (175) feet east of Ruthridge Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)

Country Place Drive:

- (1) Between a point one hundred (100) feet north of Papeete Drive and a point one hundred fifty (150) feet north of Faringdon Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/14/2010 to 7/9/2010)
- (2) Between Lake Shore Lane and a point two hundred (200) feet south of Tree House Lane on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/14/2010 to 7/9/2010)

Cross Bend Road:

- (1) Between a point one hundred seventy-five (175) feet west of Country Place Drive and a point three hundred (300) feet east of Rainier Road on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/14/2010 to 7/9/2010)

Denham Way:

- (1) Between Preston Meadow Drive and a point one hundred (100) feet east of Pentridge Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/14/2010 to 7/9/2010)

Emerson Drive:

- (1) Between Preston Meadow Drive and Virginia Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)

Field Cove Drive:

- (1) Between Rainier Road and Hatherly Drive on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/14/2010 to 7/9/2010)

Harrington Drive:

- (1) Between a point one hundred seventy-five (175) feet east of Country Place Drive and a point one hundred (100) feet west of Ravenglass Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/14/2010 to 7/9/2010)

Jupiter Road:

- (1) Between a point four hundred (400) feet south of Royal Oaks Drive and a point two hundred seventy-five (275) feet south of Park Boulevard on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/8/2010 to 7/9/2010)

Laurel Lane:

- (1) Between Jupiter Road and a point one hundred seventy-five (175) feet west of P Avenue on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/8/2010 to 7/9/2010)

Legacy Drive

- (1) Between a point two hundred fifty (250) feet east of Preston Meadow Drive and a point three hundred (300) feet west of Archgate Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/14/2010 to 7/9/2010)

Lorimar Drive:

- (1) Between a point one hundred twenty-five (125) feet west of Bramley Way and a point two hundred (200) feet west of Preston Meadow Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)

Maumelle Drive:

- (1) Between Pheasant Run Road and a point four hundred fifty (450) feet east of Independence Parkway on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/14/2010 to 7/9/2010)

Micarta Drive:

- (1) Between a point three hundred (300) feet west of Avalon Drive and a point four hundred fifty (450) feet west of Quarry Chase Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)

Mollimar Drive:

- (1) Between Independence Parkway and 15th Street on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/14/2010 to 7/9/2010)

N Avenue:

- (1) Between a point one hundred seventy-five (175) feet north of 19th Street and a point two hundred (200) feet south of 18th Street on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)

Old Orchard Drive:

- (1) Between Old Orchard Court and a point two hundred (200) feet north of Maumelle Drive on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/14/2010 to 7/9/2010)

Oxbow Creek Lane:

- (1) Between Coldwater Creek Lane and a point one hundred seventy-five (175) feet south of Pondview Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)

P Avenue:

- (1) Between a point one hundred seventy-five (175) feet south of 17th Street and a point four hundred twenty-five (425) feet north of 18th Street on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/8/2010 to 7/9/2010)

Park Boulevard:

- (1) Between a point one hundred seventy-five (175) feet east of Jupiter Road and a point one hundred seventy-five (175) feet west of R Avenue on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/8/2010 to 7/9/2010)

Plano Parkway:

- (1) Between a point two hundred fifty (250) feet west of Campbell Road and a point four hundred twenty-five (425) feet west of Winding Hollow Lane on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/8/2010 to 7/9/2010)

Preston Meadow Drive:

- (1) Between a point two hundred seventy-five (275) feet south of Legacy Drive and a point one thousand three hundred ten (1,310) feet south of Denham Way on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/14/2010 to 7/9/2010)
- (2) Between a point two hundred twenty-five (225) feet north of Lorimar Drive and a point two hundred (200) feet south of Bentley Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)

Quarry Chase Drive:

- (1) Between Micarta Drive and a point one hundred fifty (150) feet north of Trophy Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)

R Avenue:

- (1) Between Park Boulevard and a point one hundred seventy-five (175) feet north of Laurel Lane on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/8/2010 to 7/9/2010)

Rainier Road:

- (1) Between a point one hundred seventy-five (175) feet north of Field Cove Drive and a point one hundred fifty (150) feet south of Pioneer Lane on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/14/2010 to 7/9/2010)

Regal Road:

- (1) Between Mollimar Drive and Independence Parkway on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/14/2010 to 7/9/2010)

Roundrock Trail:

- (1) Between a point three hundred (300) feet north of Mountview Place and a point three hundred twenty-five (325) feet south of Mountview Place on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/14/2010 to 7/9/2010)

San Gabriel Drive:

- (1) Between Park Boulevard and a point fifty (50) feet south of Merriman Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/14/2010 to 7/9/2010)

Shinnery Oak Drive:

- (1) Between San Gabriel Drive and a point seventy-five (75) feet south of Pagoda Oak Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/14/2010 to 7/9/2010)

Silverwood Lane:

- (1) Between a point seventy-five (75) feet north of Regent Drive and a point three hundred twenty-five (325) feet south of Newkirk Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/14/2010 to 7/9/2010)

Section II. Section 12-73.1 of Article IV, Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas, is hereby amended by the addition of the following Subsection entitled and to read as follows:

“(d) *School zones designated.* The following designated locations and areas are declared to be school zones and the prima facie maximum speed limit for all motor vehicles operated within such locations and areas on school days shall be twenty (20) miles per hour during the designated time periods. Such school zones are designed to serve a public institution of elementary or secondary education.

15th Street:

- (1) Between a point two hundred (200) feet east of Highedge Drive and a point two hundred (200) feet west of Mill Valley Drive on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2011 to 7/8/2011)

Archgate Drive:

- (1) Between a point one thousand two hundred fifty (1,250) feet south of Alcove Lane and a point two hundred seventy-five (275) feet north of Alcove Lane on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/13/2011 to 7/8/2011)

Baffin Bay Drive:

- (1) Between a point one hundred seventy-five (175) feet west of Country Place Drive and a point four hundred seventy-five (475) feet east of Country Place Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/13/2011 to 7/8/2011)

Coldwater Creek Drive:

- (1) Between a point seventy-five (75) feet west of Wheatfield Drive and a point one hundred seventy-five (175) feet east of Ruthridge Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/9/2011 to 6/30/2011)

Country Place Drive:

- (1) Between a point one hundred (100) feet north of Papeete Drive and a point one hundred fifty (150) feet north of Faringdon Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/13/2011 to 7/8/2011)
- (2) Between Lake Shore Lane and a point two hundred (200) feet south of Tree House Lane on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/13/2011 to 7/8/2011)

Cross Bend Road:

- (1) Between a point one hundred seventy-five (175) feet west of Country Place Drive and a point three hundred (300) feet east of Rainier Road on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/13/2011 to 7/8/2011)

Custer Road:

- (1) Between a point one hundred seventy-five (175) feet south of Westridge Drive and a point one hundred twenty-five (125) feet north of Glenclyff Drive on school days between 7:30 a.m. and 8:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/20/2011 to 6/30/2011 and 7/18/2011 to 7/28/2011)

Denham Way:

- (1) Between Preston Meadow Drive and a point one hundred (100) feet east of Pentridge Lane on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/13/2011 to 7/8/2011)

Edgefield Drive:

- (1) Between a point one hundred twenty-five (125) feet south of 15th Street and a point one hundred twenty-five (125) feet south of Janwood Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/9/2011 to 6/30/2011)

Field Cove Drive:

- (1) Between Rainier Road and Hatherly Drive on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/13/2011 to 7/8/2011)

Glenclyff Drive:

- (1) Between Custer Road and a point one hundred seventy-five (175) feet west of Wilson Drive on school days between 7:30 a.m. and 8:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/20/2011 to 6/30/2011 and 7/18/2011 to 7/28/2011)

Grandview Drive:

- (1) Between Custer Road and a point one hundred seventy-five (175) feet west of Wilson Drive on school days between 7:30 a.m. and 8:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/20/2011 to 6/30/2011 and 7/18/2011 to 7/28/2011)

Harrington Drive:

- (1) Between a point one hundred seventy-five (175) feet east of Country Place Drive and a point one hundred (100) feet west of Ravenglass Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/13/2011 to 7/8/2011)

Highedge Drive:

- (1) Between Bluffton Drive and 15th Street on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2011 to 7/8/2011)

Janwood Drive:

- (1) Between Ridgfield Drive and a point one hundred twenty-five (125) feet west of Edgefield Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/9/2011 to 6/30/2011)

Jupiter Road:

- (1) Between a point four hundred (400) feet south of Royal Oaks Drive and a point two hundred seventy-five (275) feet south of Park Boulevard on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2011 to 7/8/2011)

Kelsey Drive:

- (1) Between Wilson Drive and a point two hundred fifty (250) feet west of Wilson Drive on school days between 7:30 a.m. and 8:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/20/2011 to 6/30/2011 and 7/18/2011 to 7/28/2011)

Laurel Lane:

- (1) Between Jupiter Road and a point one hundred seventy-five (175) feet west of P Avenue on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2011 to 7/8/2011)

Legacy Drive:

- (1) Between a point two hundred fifty (250) feet east of Preston Meadow Drive and a point three hundred (300) feet west of Archgate Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/13/2011 to 7/8/2011)

Linden Drive:

- (1) Between Edgefield Drive and a point seventy-five (75) feet west of Kirkwood Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/9/2011 to 6/30/2011)

Maumelle Drive:

- (1) Between Pheasant Run Road and a point four hundred fifty (450) feet east of Independence Parkway on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/13/2011 to 7/8/2011)

Micarta Drive:

- (1) Between a point three hundred (300) feet west of Avalon Drive and a point four hundred fifty (450) feet west of Quarry Chase Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/9/2011 to 6/30/2011)

Mill Valley Drive:

- (1) Between Clear Springs Drive and 15th Street on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2011 to 7/8/2011)

Mission Ridge Road:

- (1) Between a point one hundred seventy-five (175) feet south of North Echo Trail and a point one hundred seventy-five (175) feet north of Cross Bend Road on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/13/2011 to 7/8/2011)

Old Orchard Drive:

- (1) Between Old Orchard Court and a point two hundred (200) feet north of Maumelle Drive on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/13/2011 to 7/8/2011)

Oxbow Creek Lane:

- (1) Between Coldwater Creek Drive and a point one hundred seventy-five (175) feet south of Pondview Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/9/2011 to 6/30/2011)

Park Boulevard:

- (1) Between a point one hundred seventy-five (175) feet east of Jupiter Road and a point one hundred seventy-five (175) feet west of R Avenue on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2011 to 7/8/2011)

Preston Meadow Drive:

- (1) Between a point two hundred seventy-five (275) feet south of Legacy Drive and a point one thousand three hundred ten (1,310) feet south of Denham Way on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/13/2011 to 7/8/2011)

Quarry Chase Drive:

- (1) Between Micarta Drive and a point one hundred fifty (150) feet north of Trophy Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/9/2011 to 6/30/2011)

R Avenue:

- (1) Between Park Boulevard and a point one hundred seventy-five (175) feet north of Laurel Lane on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2011 to 7/8/2011)

Rainier Road:

- (1) Between a point one hundred seventy-five (175) feet north of Field Cove Drive and a point one hundred fifty (150) feet south of Pioneer Lane on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/13/2011 to 7/8/2011)

Roundrock Trail:

- (1) Between a point three hundred (300) feet north of Mountview Place and a point three hundred twenty-five (325) feet south of Mountview Place on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/13/2011 to 7/8/2011)

San Gabriel Drive:

- (1) Between Park Boulevard and a point fifty (50) feet south of Merriman Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/13/2011 to 7/8/2011)

Shinnery Oak Drive:

- (1) Between San Gabriel Drive and a point seventy-five (75) feet south of Pagoda Oak Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/13/2011 to 7/8/2011)

Whiffletree Drive:

- (1) Between a point one hundred twenty-five (125) feet east of Canoncita Lane and a point one hundred fifty (150) feet east of Mission Ridge Road on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/13/2011 to 7/8/2011)

Wilson Drive:

- (1) Between Glenclyff Drive and a point one hundred fifty (150) feet south of Grandview Drive on school days between 7:30 a.m. and 8:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/20/2011 to 6/30/2011 and 7/18/2011 to 7/28/2011)

Section III. All other portions of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances shall remain in full force and effect and shall be alphabetized to accommodate the adoption of the revised Subsections in this Ordinance.

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

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

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

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

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

DULY PASSED AND APPROVED this **23rd** day of **May, 2011**.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/23/2011		
Department:		Customer and Utility Services		
Department Head		Mark D. Israelson, Assistant City Manager		
Agenda Coordinator (include phone #): Nancy Rodriguez X7510				
CAPTION				
<p>An Ordinance of the City Council of the City of Plano, Texas, ("City") approving a negotiated resolution between the Steering Committee of Cities Served by Oncor ("Steering Committee") and Oncor Electric Delivery Company LLC ("Oncor" or "Company") regarding the Company's application to increase electric rates in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; requiring the Company to reimburse cities' reasonable ratemaking expenses; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; approving Oncor's proof of revenues; adopting a savings clause; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; and requiring delivery of this Ordinance to the Company and the Steering Committee's legal counsel.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
	2011-12			TOTALS
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	790,618	525,000
BALANCE		0	790,618	525,000
FUND(S): GENERAL FUND				
<p>COMMENTS: This Ordinance approves a one-time settlement with Oncor Electric Delivery: \$790,618 in FY 2010-11 and \$525,000 in FY 2011-12. This one-time settlement is an unbudgeted item.</p> <p>STRATEGIC PLAN GOAL: Unanticipated increase in revenue from Oncor Electric Delivery relates to the City's goal of Financilly Strong City with Service Excellence and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
This Ordinance approves a settlement agreement with Oncor Electric Delivery..				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	

MEMORANDUM

DATE: May 23, 2011
TO: City Council
THROUGH: Bruce D. Glasscock, City Manager
FROM: Mark D. Israelson, Assistant City Manager
RE: Oncor Electric Delivery Settlement

The City of Plano, along with approximately 160 other cities served by Oncor Electric Delivery Company LLC (“Oncor” or “Company”), is a member of the Steering Committee of Cities Served by Oncor (“Steering Committee”). On or about January 7, 2011, Oncor filed with the City an application to increase electric rates. The City worked with the Steering Committee to share costs and analyze the schedules and evidence offered by Oncor to support its request to increase rates. The Ordinance and attached rate and tariffs are the result of negotiations between the Steering Committee and the Company to resolve issues raised by the Steering Committee and other intervenors during the review and evaluation of the filing.

Background:

The tariff was approved by the Executive Committee of the Steering Committee as part of the settlement agreement to resolve the Oncor rate filing at the Public Utility Commission of Texas. The agreement reduces Oncor’s request for a \$353 million increase to \$136.7 million. While the evidence does not support the \$353 million increase requested by the Company, the Steering Committee consultants agree that the Company can justify an increase in revenues of \$136.7 million. The agreement on \$136.7 million is a compromise between the positions of the parties. The alternative to a settlement of the filing would be a contested case proceeding before the Public Utility Commission of Texas on the Company’s current application, would take several months and cost ratepayers millions of dollars in rate case expenses, and would not likely produce a result more favorable than that to be produced by the settlement.

The settlement results in a system-wide rate increase of 6.1%. Residential customers will see an increase of 6.2% or \$2.35 per month, much lower than Oncor’s requested 14.6% or \$5.10 per month increase. Street lighting rates will increase 13.8%, which is also lower than Oncor’s requested increase of 25.9%. Oncor has agreed that it will not file another general base rate case prior to July 1, 2013.

Consistent with the District Court’s reversal of the Public Utility Commission of Texas’ decision relating to municipal franchise fees in Docket No. 35717, Oncor will increase franchise fees to the contractually agreed to amounts within 60 days of the final order, or July 1, 2011, whichever is later. Additionally, Oncor will pay cities retroactive franchise fees from the date the rates approved in Oncor’s prior rate case, Docket No. 35717, went into effect.

Oncor will also pay cities' rate case expenses and recover those amounts over three years with no carrying charges. Finally, at its own expense, the Company will reinstate Rider SCUD, which provides for a 20% discount for institutions of higher learning.

Purpose of the Ordinance:

Rates cannot change and the Settlement Agreement with Oncor cannot be implemented without passage of rate ordinances by cities. The purpose of the Ordinance is to approve rate tariffs ("Attachment A" and "Attachment B") that reflect the negotiated rate changes pursuant to the process and to ratify a Settlement Agreement recommended by the Steering Committee.

Approval of the Ordinance will result in the implementation of new rates that increase Oncor's revenues in two phases: by \$93.7 million effective July 1, 2011 (i.e. "Attachment A") and by \$43 million effective January 1, 2012 ("Attachment B").

Explanation of "Be It Ordained" Paragraphs:

1. This paragraph approves all findings in the Ordinance.
2. This section adopts the attached tariffs ("Attachment A") in all respects and finds the rates set pursuant to the attached tariffs to be just, reasonable and in the public interest.
3. This section requires the Company to reimburse the Steering Committee for reasonable rate making costs associated with reviewing and processing the application.
4. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
6. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
7. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
8. This section is a "Most Favored Nations" clause, which protects the City by mandating that if the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company's filing would be more beneficial to the City than the terms of the attached tariffs, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City.
9. This section provides for an effective dates upon passage. Approval of the Ordinance will result in the implementation of new rates that increase Oncor's revenues in two

phases: by \$93.7 million effective July 1, 2011 (i.e. “Attachment A”) and by \$43 million effective January 1, 2012 (“Attachment B”).

10. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.

An Ordinance of the City Council of the City of Plano, Texas, (“City”) approving a negotiated resolution between the Steering Committee of Cities Served by Oncor (“Steering Committee”) and Oncor Electric Delivery Company LLC (“Oncor” or “Company”) regarding the Company’s application to increase electric rates in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; requiring the Company to reimburse cities’ reasonable ratemaking expenses; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; approving Oncor’s proof of revenues; adopting a savings clause; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; and requiring delivery of this Ordinance to the Company and the Steering Committee’s legal counsel.

WHEREAS, the City of Plano, Texas (“City”) is an electric utility customer of Oncor Electric Delivery Company LLC (“Oncor” or “ Company”), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor (“Steering Committee”), a coalition of approximately 160 similarly situated cities served by Oncor that have joined together to facilitate the review of and response to electric issues affecting rates charged in the Oncor service area; and

WHEREAS, on or about January 7, 2011, Oncor filed with the City its application to increase electric base rates by approximately \$353 million, such increase to be effective in every municipality within Oncor’s service territory; and

WHEREAS, the Steering Committee coordinated their review of Oncor’s filing by designating an Executive Committee made up of Steering Committee representatives, assisted by Steering Committee attorneys and consultants, to resolve issues identified by the Steering Committee in the Company’s filing; and

WHEREAS, the Company has filed evidence that existing rates are unreasonable and should be changed; and

WHEREAS, independent analysis by the Steering Committee’s rate experts concluded that Oncor is able to justify an increase over current rates of \$136.7 million; and

WHEREAS, the Steering Committee has entered a Settlement Agreement with Oncor to increase base rate revenues by \$136.7 million; and

WHEREAS, the Executive Committee of the Steering Committee, and the Steering Committee's lawyers and consultants recommend that Steering Committee members approve the attached rate tariffs ("Attachment A" to this Ordinance), which will increase the Company's revenue requirement by \$136.7 million; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by the Steering Committee and are just, reasonable, and in the public interest; and

WHEREAS, it is the intention of the parties that if the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company's filing would be more beneficial to the City than the terms of the attached tariff, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City; and

WHEREAS, the negotiated resolution of the Company's filing and the resulting rates are, as a whole, in the public interest.

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

Section I. That the findings set forth in this Ordinance are hereby in all things approved.

Section II. That the City Council finds the existing rates for electric service provided by Oncor are unreasonable and new tariffs, which are attached hereto and incorporated herein as Attachment A and B, are just and reasonable and are hereby adopted.

Section III. That Oncor shall reimburse the reasonable ratemaking expenses of the Steering Committee in processing the Company's rate application.

Section IV. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section V. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section VI. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section VII. That if the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company's filing would be more beneficial to the City than the terms of the attached tariff, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City.

Section VIII. That this Ordinance and Settlement Agreement (Attachment C) shall become effective from and after its passage with rates authorized by attached Tariffs to be effective in two phases. Phase one tariffs (attached to this Ordinance as "Attachment A"), increasing Oncor's revenues by \$93.7 million, are effective for bills rendered on or after July 1, 2011. Phase two tariffs (attached to this Ordinance as "Attachment B"), increasing Oncor's revenues by \$43 million, are effective for bills rendered on or after January 1, 2012.

Section IX. That a copy of this Ordinance shall be sent to Oncor, care of Autry Warren, Oncor Electric Delivery Company, LLC, 1601 Bryan St., 23rd Floor, Dallas, Texas 75201 and to Thomas Brocato, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

DULY PASSED AND APPROVED this the 23rd day of May, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

ATTACHMENT "A"

Phase One Oncor Electric Delivery's Tariff for Retail Delivery Service is available for viewing in the Customer and Utility Services Department.

ATTACHMENT "B"

Phase Two Oncor Electric Delivery's Tariff for Retail Delivery Service is available for viewing in the Customer and Utility Services Department.

ATTACHMENT "C"

Settlement Agreement is available for viewing in the Customer and Utility Services Department.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/23/11		
Department:		Budget		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Anita Bell, 7194				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, transferring the sum of \$433,263 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2010-11 for the purpose of providing funds for a settlement agreement between the City of Plano and the United States of America acting through the United States Department of Justice regarding a dispute concerning ambulance billing for Medicare/Medicaid reimbursement; amending the budget of the City and Ordinance 2010-9-8, Section 1, Item "A" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
		0	197,057,891	0
Budget		0	0	0
Encumbered/Expended Amount		0	433,263	0
This Item		0	197,491,154	0
BALANCE		0	197,491,154	0
FUND(S): GENERAL FUND				
<p>COMMENTS: Supplemental appropriations approved to date for the General Fund, including this item, total \$707,765. The current General Fund balance supports this supplemental appropriation in the amount of \$433,263. There is a companion agenda item in the amount of \$433,263 for a settlement agreement with the United States Department of Justice.</p> <p>STRATEGIC PLAN GOAL: Providing funding for a settlement agreement with the United States Department of Justice relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Supplemental Appropriation No. 4				
<p>This supplemental appropriation will provide necessary funding for a settlement agreement with the United States Department of Justice regarding a dispute concerning ambulance billing for Medicare/Medicaid reimbursement.</p>				
Supplement App 4 Dept of Justice				



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Supplemental Appropriation Log		Other Departments, Boards, Commissions or Agencies

An Ordinance of the City of Plano, Texas, transferring the sum of \$433,263 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2010-11 for the purpose of providing funds for a settlement agreement between the City of Plano and the United States of America acting through the United States Department of Justice regarding a dispute concerning ambulance billing for Medicare/Medicaid reimbursement; amending the budget of the City and Ordinance 2010-9-8, Section 1, Item "A" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.

WHEREAS, the City Council of the City of Plano approved and adopted the budget for the City for Fiscal Year 2010-11 setting the appropriations for the General Fund at \$977,057,891; and

WHEREAS, the City of Plano will engage in a settlement agreement with the United States of America, acting through the Department of Justice; and

WHEREAS, the City Council deems it to be in the best interest of the City of Plano and its citizens to expend public funds to reimburse the United States of America through the Department of Justice; and

WHEREAS, such necessary and essential costs cannot be fully met through appropriations in the existing budget; and

WHEREAS, the City Council now finds that additional appropriations to the General Fund operating appropriation should be made in order to provide funding for reimbursement to the United States of America through the Department of Justice, and that such action is a public necessity.

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

SECTION I. The sum of FOUR HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED SIXTY THREE DOLLARS (\$433,263) is hereby transferred from the General Fund unappropriated fund balance to the General Fund operating appropriation.

SECTION II. The budget of the City of Plano for Fiscal Year 2010-11 as adopted by Ordinance No. 2010-9-8 is amended to reflect the action taken herein.

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

SECTION IV. This supplemental appropriation Ordinance No. 4 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE 23RD DAY OF MAY, 2011.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

Diane C. Wetherbee, **CITY ATTORNEY**

**FY 2010-11
SUPPLEMENTAL APPROPRIATIONS**

Description	Department	Amount
Supplemental Appropriation for Pecan Hollow Golf Course sales tax audit.	Parks & Recreation	82,502
Supplemental Appropriation for auditing of additional major programs.	Accounting	42,000
Supplemental Appropriation for MP3's Plano Star Program.	City Manager	150,000
Supplemental Appropriation for United States Department of Justice	Legal	433,263
TOTAL GENERAL FUND APPROPRIATIONS		\$ 707,765
TOTAL CATV FUND APPROPRIATIONS		\$ -
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		\$ -
TOTAL WATER & SEWER FUND		\$ -
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		\$ -
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		\$ -
TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS		\$ -
TOTAL PROPERTY MANAGEMENT FUND APPROPRIATIONS		\$ -
TOTAL GOLF COURSE FUND APPROPRIATIONS		\$ -
TOTAL RECREATION FUND APPROPRIATIONS		\$ -
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		\$ -
GRAND TOTAL ALL FUNDS		\$ 707,765



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/23/11		
Department:		Legal		
Department Head		Diane Wetherbee		
Agenda Coordinator (include phone #): Jason Stacy 7109				
CAPTION				
An Ordinance of the City of Plano, Texas, repealing Ordinance No 84-9-26 codified as Article II, Heliports; Helistops, to Chapter 5, Aviation, of the City of Plano Code of Ordinances and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	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: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Amending the City's Code of Ordinances relates to the City's goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
An Ordinance repealing Ordinance No. 84-9-26 codified as Article II, Heliports; Helistops, to Chapter 5, Aviation.				
List of Supporting Documents: Memorandum		Other Departments, Boards, Commissions or Agencies n/a		

MEMORANDUM

Date: May 13, 2011
To: City Council
Through: Diane Wetherbee, City Attorney
From: Rodney D. Patten
Assistant City Attorney III

SUBJECT: Chapter 5 of the Code of Ordinances

On April 13, 2011 an ordinance review committee consisting of Cynthia O'Banner of Property Standards, Selso Mata of Building Inspections, Phyllis Jarrell of Planning, and Fire Chief Hugo Esparza was created at the Legal Department's request. The purpose of the committee was to determine if Article II, Heliports; Helistops of Chapter 5 of the Code of Ordinances was within current regulatory standards. Key areas of concern addressed by the committee included zoning, permitting, third party enforcement, duplication of regulation, unnecessary review of third party insurance, and unclear enforcement authority. As a result of the committee's review, it was determined that Chapter 5 of the Code of Ordinances should be repealed in its entirety. This conclusion was determined to be in the best interest of the City due to the continued repetition of overlapping regulatory processes presented within the chapter.

Specifically, the committee determined that referenced zoning restrictions and/or requirements were no longer needed since all zoning matters are addressed by the Planning and Zoning Ordinance. In particular, section 3.106 of the Zoning Ordinance governs the distance requirements and location of where a heliport or helistop can be placed, the level of noise that is allowed to be emitted from each site, and specific structure requirements. The committee further determined that because the City Building Code does not specifically regulate heliports or helistops, any ancillary requirements regarding the operation of these sites would require each owner or operator to comply with Chapter 6 of the City Ordinance, as well as Chapter 8 which incorporates the International Fire Code. Chapter 11 of the International Fire Code regulates all aviation activities at heliport and helistop sites and requires each to be maintained in accordance

with the International Building Code. Moreover, the Federal Aviation Administration has oversight over development and for heliport and helistop facilities; therefore, the committee found it unnecessary to continue to duplicate requirements found in other sections of the Code of Ordinances or controlled by other regulatory agencies.

Lastly, the review committee determined that the requirement for all operators or owners of heliports or helistops to furnish the city with a certificate of insurance that fully protects the general public from any damage that might be caused by the operation and maintenance of a heliport or helistop should also be repealed. Any damage sustained to third parties or private property due to the negligent operation of a heliport would be a separate civil matter between the parties involved and City intervention would be inappropriate. Therefore, due to the duplication in regulations, permitting and enforcement authority the review committee recommends that Chapter 5 of the Code of Ordinances be repealed in its entirety.

An Ordinance of the City of Plano, Texas, repealing Ordinance No 84-9-26 codified as Article II, Heliports; Helistops, to Chapter 5, Aviation, of the City of Plano Code of Ordinances and providing an effective date.

WHEREAS, on September 24, 1984, the City Council of the City of Plano duly passed Ordinance No. 84-9-26 adopting regulations for heliports and helistops; and

WHEREAS, the City Council hereby recognizes there is existing regulatory authority of the Federal Aviation Administration regarding the safety of civil aviation including design and development of helistops and heliports; and

WHEREAS, the City Council also finds that existing regulations in the City of Plano Zoning and Code of Ordinances are sufficient to address the development of heliports and helistops at a local level; and

WHEREAS, because there is sufficient authority at the federal and state level governing heliports and helistops the City Council finds that Ordinance No. 84-9-26 should be repealed.

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

Section I. The City Council hereby repeals Ordinance 84-9-26 codified as Article II, Heliports; Helistops, to Chapter 5, Aviation of the City of Plano Code of Ordinances.

Section II. This Ordinance shall become effective upon its passage.

DULY PASSED AND APPROVED this the 23rd day of May, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		May 23, 2011		
Department:		Planning		
Department Head		Phyllis M. Jarrell		
Agenda Coordinator (include phone #): T. Stuckey, ext. 7156				
CAPTION				
Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2011-04 - Request to rezone 20.3± acres located at the southwest corner of State Highway 121 and Parkwood Boulevard from Commercial Employment and Central Business-1 to Planned Development-Commercial Employment. Zoned Commercial Employment and Central Business-1/State Highway 121 Overlay District. Tabled 04/25/11. Applicant: USL Frisco II, LLC				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This item was tabled by the City Council at their meeting on April 25, 2011 per the applicant's request, and needs to be removed from the table for consideration. The applicant is now requesting Zoning Case 2011-04 be withdrawn. Staff recommends the Council accept the applicant's request to withdraw the zoning case. Should the Council not accept the applicant's request to withdraw and proceed with consideration of the zoning case, a 3/4 vote, or 6 of the 8 Council members is required for approval of this request due to the Commission's denial of this zoning case. No changes have been made to this request.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Letter to Request Withdrawal from Applicant		Planning & Zoning Commission		
Letter of Appeal from Applicant				
2nd Vice Chair Report				
P&Z Follow-up Memo				
Staff Report				
Locator Map				
Zoning Exhibit				
Concept Plan				

Baldwin
Associates

May 9, 2011

Ms. Tina Firgens
Planning Manager
City of Plano
1520 Avenue K
Plano, Texas 75074

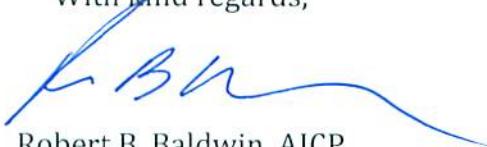
Re: Request to Withdraw Case 2011-04

Dear Tina,

Please accept this letter as my official request to have case 2011-04 and the accompanying concept plan withdrawn from any further consideration.

Thank you very much for your assistance with this matter. If I can be of any assistance, please do not hesitate to contact me.

With kind regards,

A handwritten signature in blue ink, appearing to read 'R. Baldwin', with a long horizontal flourish extending to the right.

Robert B. Baldwin, AICP

Baldwin
Associates

April 5, 2011

Ms. Bester Munyaradzi
Senior Planner
City of Plano
1520 Avenue K
Plano, Texas 75074

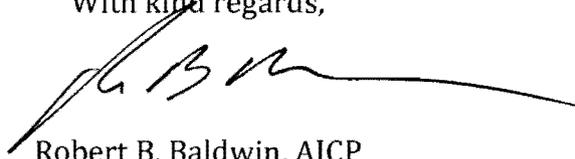
Re: Appeal of the Planning and Zoning Commission Decision on Case 2011-04

Dear Bester,

Please accept this letter as my official request to appeal the decision the Planning and Zoning Commission made on Case 2011-04 and the companion Concept Plan to the City Council. These requests were agenda items 6A and 6B on the Plano Planning and Zoning Commission's April 4, 2011 agenda. Please process this request at your earliest convenience and let me know when this case will be scheduled for a City Council hearing.

Thank you very much for your assistance with this matter. If I can be of any assistance, please do not hesitate to contact me.

With kind regards,



Robert B. Baldwin, AICP

RECEIVED
APR 05 2011
PLANNING DEPT.

**Recommendation of the Planning & Zoning Commission
April 4, 2011 Meeting
Second Vice-Chair's Report**

Zoning Case 2011-04 – Request to rezone 20.3+ acres located at the southwest corner of State Highway 121 and Parkwood Boulevard from Commercial Employment and Central Business-1 to Planned Development-Commercial Employment. Zoned Commercial Employment and Central Business-1/State Highway 121 Overlay District.

Applicant: USL Frisco II, LLC

Staff Recommendation: Denial

Commission Action: Request was denied 5-3. Chairman Caso, Second Vice Chair Coleman, and Commissioners Dry, Norton, and Smith supported denial. Comments included:

- The proposed retail uses are not integrated with the multifamily building to meet the criteria for mixed use as outlined in the Mixed Use Policy Statement.
- Residential use is not appropriate for the site.
- Proposed residential use is not consistent with the Future Land Use Plan of the Comprehensive Plan that recommends that land within expressway corridors be reserved for economic development and employment.
- Proposed multifamily buildings are not in conformance with the Housing Density and Infill Housing Policy Statements that recommend that no residential use be allowed within 1200 feet of the centerline of State Highway 121 or within expressway corridors.

First Vice Chair Downs, and Commissioners Hazelbaker and Balda opposed denial of the request. Comments included:

- The proposed residential and retail uses are appropriate for the site and integrate with the existing adjacent retail and office uses to create a mixed use development.
- Requiring vertically-integrated retail in a multifamily building in order to meet mixed-use criteria is not economically feasible.
- Proposed project provides housing opportunities for nearby employees.
- Proposed multifamily provides a housing type that is in short supply in Plano and would be desirable for attracting young workers.

Additional Comments: The concept plan associated with Zoning Case 2011-04 was denied by the Commission 5-3.

Respectively submitted,



Michael Coleman
Second Vice Chair
Planning & Zoning Commission

DATE: April 5, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of April 4, 2011

**AGENDA ITEM NO. 6A - PUBLIC HEARING
ZONING CASE 2011-04
APPLICANTS: USL FRISCO II, LLC**

Request to rezone 20.3± acres located at the southwest corner of State Highway 121 and Parkwood Boulevard **from** Commercial Employment and Central Business-1 **to** Planned Development-Commercial Employment. Zoned Commercial Employment and Central Business-1/State Highway 121 Overlay District. Tabled 03/21/11.

APPROVED: _____ **DENIED:** 5-3 **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 1 **OPPOSE:** 0

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

PETITION(s) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Denied. The Commissioners voting in opposition to the denial recommendation believed the site is appropriate for multifamily use which could provide additional housing for employees of businesses nearby, and provide a housing type that may be attractive to younger employees. Additionally, the Commissioners believed that the proposed request would connect to neighboring properties, such as the existing development to the west.

FOR CITY COUNCIL MEETING OF: April 25, 2011 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BM/dc

xc: Wayne Malecha, USL Frisco II, LLC
Robert Baldwin, Baldwin Associates

CITY OF PLANO
PLANNING & ZONING COMMISSION

April 4, 2011

Agenda Item No. 6A

Public Hearing: Zoning Case 2011-04

Applicant: USL Frisco II, LLC

DESCRIPTION:

Request to rezone 20.3± acres located at the southwest corner of State Highway 121 and Parkwood Boulevard **from** Commercial Employment and Central Business-1 **to** Planned Development-Commercial Employment. Zoned Commercial Employment and Central Business-1/State Highway 121 Overlay District. Tabled 03/21/11.

REMARKS:

This agenda item was tabled at the Planning & Zoning Commission's meeting on March 21, 2011, and needs to be removed from the table for consideration.

The purpose of this request is to rezone 20.3± acres located at the southwest corner of State Highway 121 and Parkwood Boulevard from Commercial Employment and Central Business-1 (CE and CB-1) to Planned Development-Commercial Employment (PD-CE). The CE district is intended to provide the flexibility for an integrated development that may include retail, office, commercial, light manufacturing, and multifamily residences. The major focus of the CE district is to be corporate headquarters and research facilities arranged in a campus-like setting. The CB-1 district is intended for use in conjunction with the CE district to permit a highly concentrated business center similar to traditional downtown areas of major cities. A Planned Development (PD) district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions.

The PD district proposes the following: retaining the existing uses allowed within the CE zoning district; adding provisions to allow 400 multifamily units by right; modifying the area, yard, and bulk requirements; and modifying parking, landscaping, and screening requirements. A concept plan, Parkwood Village Addition, Block A, Lots 1 and 2, accompanies this request as Agenda Item No 6B.

Surrounding Land Use and Zoning

The area of the request is currently undeveloped. The property to the east has a retail store but is otherwise predominantly vacant land and zoned CE; to the west and south are vacant CB-1 zoned properties; and State Highway 121 borders the north side of the property and is the northern city limit.

Proposed Planned Development Stipulations

The requested zoning is Planned Development-Commercial Employment. There are two primary parts to this request: land use and design standards.

Land Use - The applicant proposes to retain CE as the base zoning. The CE base zoning would permit retail, restaurants, office, and light intensity manufacturing uses currently allowed in CE. The request also proposes a maximum of 400 multifamily residence units by right, with retail, restaurants, office, and live/work uses on the first floor of the residential buildings.

Design Standards - The request proposes a mix of commercial and residential uses within the development. Although smaller in scale, the intended form of development for the interior of the development is similar to Haggard Square (PD-20) and Legacy Town Center (PD-65). The concept plan indicates primarily two story restaurant and retail buildings of suburban scale on the north side of the property. Rear and side surface parking surrounds the individual buildings along the State Highway 121 frontage. A quasi-public street with angled parking which connects Parkwood Boulevard and Granite Parkway forms the core and focus of the proposed PD. The quasi-public street contains street trees and sidewalks, with reduced building setbacks. The retail and restaurant buildings are placed closer to the quasi-public street than to State Highway 121 frontage, and the multifamily uses are also positioned closer to the quasi-public street. The residential development proposes enclosed garages on the first floor of each building in addition to surface parking.

This request is for PD-CE zoning with the following stipulations.

Restrictions:

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

General Conditions of the Planned Development District

1. The zoning exhibit shall be adopted as part of the ordinance.
2. Street trees shall be provided at a rate of one three-inch caliper tree per 35 feet of street frontage per side. Spacing and location of street trees shall be determined at the time of preliminary site plan approval.

3. A quasi-public street shall connect Parkwood Boulevard to Granite Parkway consistent with as shown on the zoning exhibit. For the purposes of this PD, the term "Quasi-Public Street" is defined as a street, which is privately owned and maintained drives that are open to the public. A fire lane shall be located within all quasi-public streets. Lots may derive required street frontage from quasi-public streets and may be platted to the centerline of quasi-public streets.
4. If the quasi-public street section is one-way, then on-street parking must be angled.
5. Landscaping shall be provided in accordance with Section 3.1200 (Landscaping Requirements) and 4.800 (State Highway 121 Overlay District) except that a 10-foot wide landscape edge is required along Parkwood Boulevard.

Specific Provisions of the Planned Development - Tract A (Nonresidential)

Uses

Multifamily residential is prohibited.

Building Design

1. Nonresidential buildings facing a quasi-public street, except for parking garages, shall have a minimum of 40% of each building facade of the ground floor comprised of window area. Facades facing or fronting the SH 121 frontage road are exempt from this requirement. For the purposes of this standard, ground floor is defined as that portion of the building from street-level finish floor elevation and extending 12 feet above the street-level finish floor elevation.
2. Building setback requirements will be in accordance with the development standards for the CE zoning classification, except as modified below.
 - a. Seventy-five percent of the building facade along Parkwood Boulevard shall have a maximum setback of 30 feet or to the easement line. Seventy-five percent of the building facade along Granite Parkway shall have a maximum setback of 20 feet or to the easement line. When easements are present, 75% of the building facade shall be built to the easement line. The setbacks may be increased to a maximum of 100 feet if a drive aisle with double-loaded parking is installed along Parkwood Boulevard or Granite Parkway. The setback shall be measured from the right-of-way line for Parkwood Boulevard and Granite Parkway.

3. Screening:

- a. Off-street loading docks and service areas for nonresidential uses may not be located adjacent to or across a street or quasi-public street from buildings containing residential uses unless the loading dock or service area is screened in accordance with the following:
 - i. Masonry screening walls with solid metal gates (in accordance with Section 3.1000, Screening, Fence, and Wall Regulations);
 - ii. Overhead doors if service area or loading dock is located internal to the building; or
 - iii. Any combination of the above.
 - b. Refuse and recycling containers shall not be located within 30 feet of a public or quasi-public street, unless located internal to the building, and shall be screened from view from streets and required open space areas in accordance with the following:
 - i. Masonry screening walls with metal gates (in accordance with Section 3.1000, Screening, Fence, or Wall Regulations);
 - ii. Overhead doors if refuse and recycling containers are located internal to the building; or
 - iii. Any combination of the above.
4. Parking shall be in accordance with the parking regulations of the Zoning Ordinance - Section 3.1100 (Off-Street Parking and Loading).

Specific Provisions of the Planned Development - Tract B (Multifamily)

1. Tract B must be developed using the standards required by the planned development district for multifamily development. However, Tract B may be developed solely with nonresidential uses in accordance with the CE zoning district and the State Highway 121 Overlay District regulations contained within the Zoning Ordinance. The initial development for Tract B will determine the standards to be used for the remainder of the property.
2. Retail, restaurant, office and live/work uses shall only be allowed on the ground floor of residential buildings.
3. The ground floor of residential buildings facing a quasi-public street shall be designed to accommodate nonresidential uses, with a minimum floor to ceiling height of 12 feet; however, the ground floor may be used for residential uses.
4. The maximum number of multifamily dwelling units permitted in this district is 400.

Building Design

1. Seventy-five percent of the building facade along Parkwood Boulevard shall have a maximum setback of 30 feet or to the easement line. Seventy-five percent of the building facade along Granite Parkway shall have a maximum setback of 20 feet or to the easement line. When easements are present, 75% of the building facade shall be built to the easement line. The setbacks may be increased to a maximum of 100 feet if a drive aisle with double-loaded parking is installed along Parkwood Boulevard or Granite Parkway. The setback shall be measured from the right-of-way line for Parkwood Boulevard and Granite Parkway.
2. Seventy-five percent of the building facade facing the quasi-public street shall be within 20 feet of the back of curb of the quasi-public street unless easements are present. If easements are present, 75% of the building facade shall be built to the easement line. The setback is measured from the curb of the quasi-public street (inclusive of parking, if provided).

Residential Development Standards

1. Multifamily development shall be exempt from the supplementary regulations of Subsections 3.104 (Multifamily Residence) and 3.117 (Usable Open Space).
2. The minimum residential density for multifamily development shall be 30 dwelling units per acre; not to exceed 400 multifamily units on Tract B.
3. Minimum Floor Area per Dwelling Unit: 500 square feet
4. Maximum Lot Coverage: 60%
5. Street trees shall be placed in planting beds, tree grates, and/or islands located within six feet of the back of the street curb along the quasi-public street.
6. Sidewalks with a minimum unobstructed width of six feet shall be placed along the quasi-public street. Sidewalks are in addition to and placed adjacent to street tree areas.
7. Awnings may extend a maximum distance of six feet into the front yard setback, public right-of-way, and required sidewalks.
8. A minimum of 25,000 square feet of open space shall be provided and open to the public at all times. Open space shall have a minimum dimension of 30 feet.

Parking Regulations

1. The minimum required parking for multifamily use is:
 - a. One bedroom or less: One space per unit
 - b. Two bedrooms: One and one-half (1.5) spaces per unit
 - c. Three bedrooms or more: Two spaces per unit

2. The minimum required parking for all nonresidential uses shall be 1:300 square feet of floor area.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Major Corridor Development (MCD). This request is not in conformance with the Future Land Use Plan since the applicant is proposing multifamily residential development within the expressway corridor. The city's current land use policies recommend that land along expressway corridors be reserved for economic development and employment opportunities, and the proposed retail and restaurant uses only are consistent with this policy.

Adequacy of Public Facilities

Water and sanitary sewer services are available to serve the subject property. The available sanitary sewer capacity limits the maximum residential units to 400 units.

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request.

ISSUES:

Future Land Use Plan

As noted above, the Future Land Use Plan designates this property as Major Corridor Development (MCD). The city's current land use policies recommend that land along expressway corridors be reserved for economic development and employment opportunities. Development in these major corridors is also expected to include a mix of commercial, office, and technical production uses. The proposed multifamily residential development is therefore not in conformance with the Future Land Use Plan.

Residential Use in a Major Corridor

The Housing Density Policy Statement of the Comprehensive Plan recommends no residential development within 1,200 feet of the centerline of State Highway 121, and the Infill Housing Policy Statement reaffirms that residential development within expressway corridors should be avoided. A reason for the 1,200-foot setback provision is due to proximity of residential uses to an expressway and promoting a livable residential environment. The setback allows for commercial development to serve as a buffer for residential uses located beyond the 1,200 foot distance. The proposed multi-story multifamily buildings are within 650± feet of the centerline of State Highway 121, and the proposed two story retail and restaurant buildings along State Highway 121 do not offer adequate buffer for the proposed multifamily development.

The Housing Density and Infill Housing Policy Statements recognize that well-integrated pedestrian oriented mixed use centers may be appropriate within expressway corridors. An example of this is the Legacy Town Center development. Although the residential uses in Legacy Town Center are approximately 700± feet from the Dallas North Tollway, the existing retail and office buildings provide a good buffer between the expressway and residential uses, unlike what is being proposed for the subject property.

Mixed Use Policy Statement

The mixed use policy statement of the Comprehensive Plan defines mixed use as vertical or horizontal integration of multiple uses that promotes easy access among uses and amenities, especially by pedestrians. The mixed use policy also provides a framework that is intended to assist with the evaluation of proposals for mixed use projects. The following is an analysis of the proposed request compared to the policy criteria.

- **Location and Context Sensitivity** - The mixed use policy statement encourages proposed mixed use projects to be sensitive to surrounding land uses and character of an area. An important criteria to consider is, if the same uses were to be considered alone, would each use be appropriate in this location? The proposed multifamily would not be appropriate if it were considered alone because of its proximity to a major highway, and the noise generated by the highway. Furthermore, the commercial uses being proposed along State Highway 121 do not offer the buffer and building heights that the proposed residential portion of the development needs. As a whole, the proposed uses are not well integrated within the development and have no direct connection with future development on surrounding vacant properties.
- **Multiple uses/integration of uses** - The mixed use policy statement encourages buildings and uses that are well integrated and tightly connected or grouped. The policy considers whether the combining of land uses promotes easy access among stores, services and amenities used by pedestrians. Additionally, it considers whether the first phase of the development is sufficient to stand on its own as a mixed use development. The proposed buildings are not tightly connected and grouped particularly within the northern tract, as is expected in a mixed use development. The residential buildings on the southern tract are positioned closer to the quasi-public street providing for closer connectivity. Staff is concerned that the residential portion of the development will not be sufficient to stand on its own if it is developed first because it lacks other amenities and uses that support a livable environment. Other than the proposed retail and restaurants, the proposed development has no other non-residential elements that enhance the livability of the residential portion of the development. Additionally, the proposed uses are too few to promote a synergistic and vibrant mixed use development.
- **Density** - The proposed multifamily density of 31 units per acre does not allow for more compact development as is supported by the mixed use policy. The density is limited by the available capacity of sanitary sewer service. The existing utilities were not designed for residential uses. Furthermore, the majority of the land is used for surface parking which hinders building compactness.
- **Pedestrian Orientation** - The site layout has the potential to provide a convenient, attractive and safe pedestrian system. Additionally, the open space provides an overall amenity for pedestrians.

- **Parking** - The policy statement does not require structured parking, recognizing that it may be a barrier to development. Therefore, the policy provides criteria for evaluating the amount and design of surface parking. In this case, the proposed development provides the majority of the parking on the rear side of residential buildings so that it is away from the pedestrian areas along the quasi-public streets, thus being consistent with the policy statement. The retail/commercial uses on the north side of the quasi-public street lose the compactness of an urban development given the surface parking that separates the buildings.

Overall, staff believes that the requested zoning as proposed does not address the significant criteria of the mixed use policy statement due to the lack of appropriateness for residential uses within the expressway corridor, and the limited commercial service uses and amenities needed to support residential development. Furthermore, the density is limited due to lack of available utilities.

While the requested zoning has standards that provide for reduced building setbacks along a central interior quasi-public street, as well as allowing for retail, restaurant, and office uses on ground floor of residential buildings fronting the quasi-public street, and minimizing views of the surface parking particularly in the southern tract, overall the project does not resemble the density and design that is expected of a mixed use development with potential retail and restaurant pads sites along State Highway 121 and multifamily uses behind them.

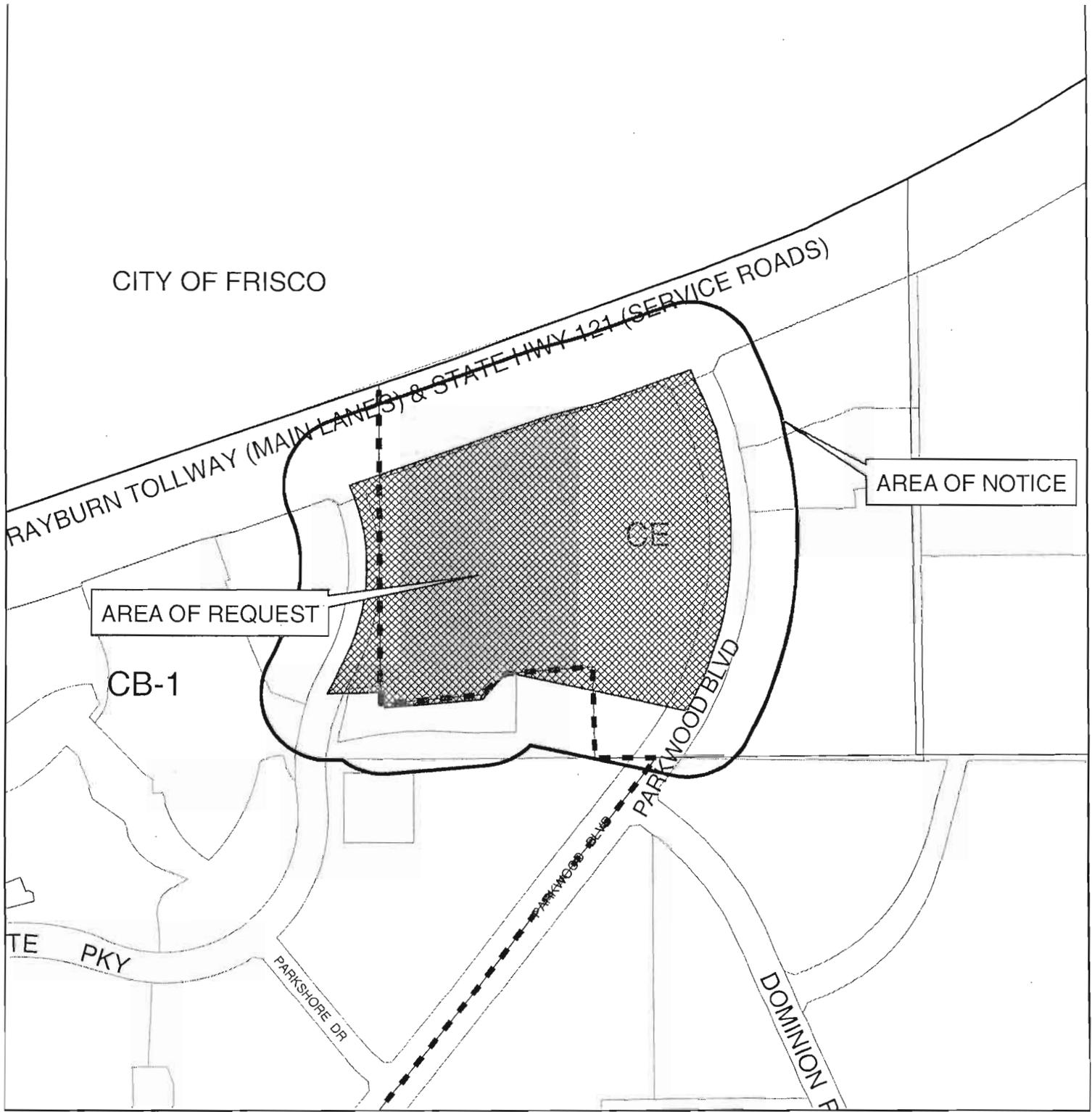
SUMMARY:

The applicant is requesting to rezone 20.3± acres located at the southwest corner of State Highway 121 and Parkwood Boulevard **from** CE and CB-1 **to** PD-CE. The request is not in conformance with the Future Land Use Plan of the Comprehensive Plan. Furthermore, the request is not consistent with the Housing Density and Infill Housing Policy Statements regarding avoiding residential development within the expressway corridors. Additionally, the project is not consistent with the preservation of land within major expressway corridors and employment centers for economic development and employment opportunities. Lastly the proposed development fails to meet the more significant mixed use criteria as outlined in the Mixed Use Policy Statement of the Comprehensive Plan.

The site is a prime location with potential for economic development that will provide for employment opportunities as envisioned in the Future Land Use Plan. The current CE zoning also provides numerous commercial uses that are more suitable at this location than the multifamily residential being proposed. Therefore, staff recommends denial of the requested rezoning from CE and CB-1 to PD-CE.

RECOMMENDATIONS:

Recommended for denial.



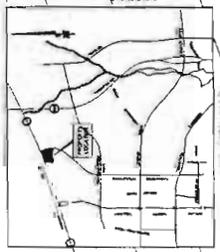
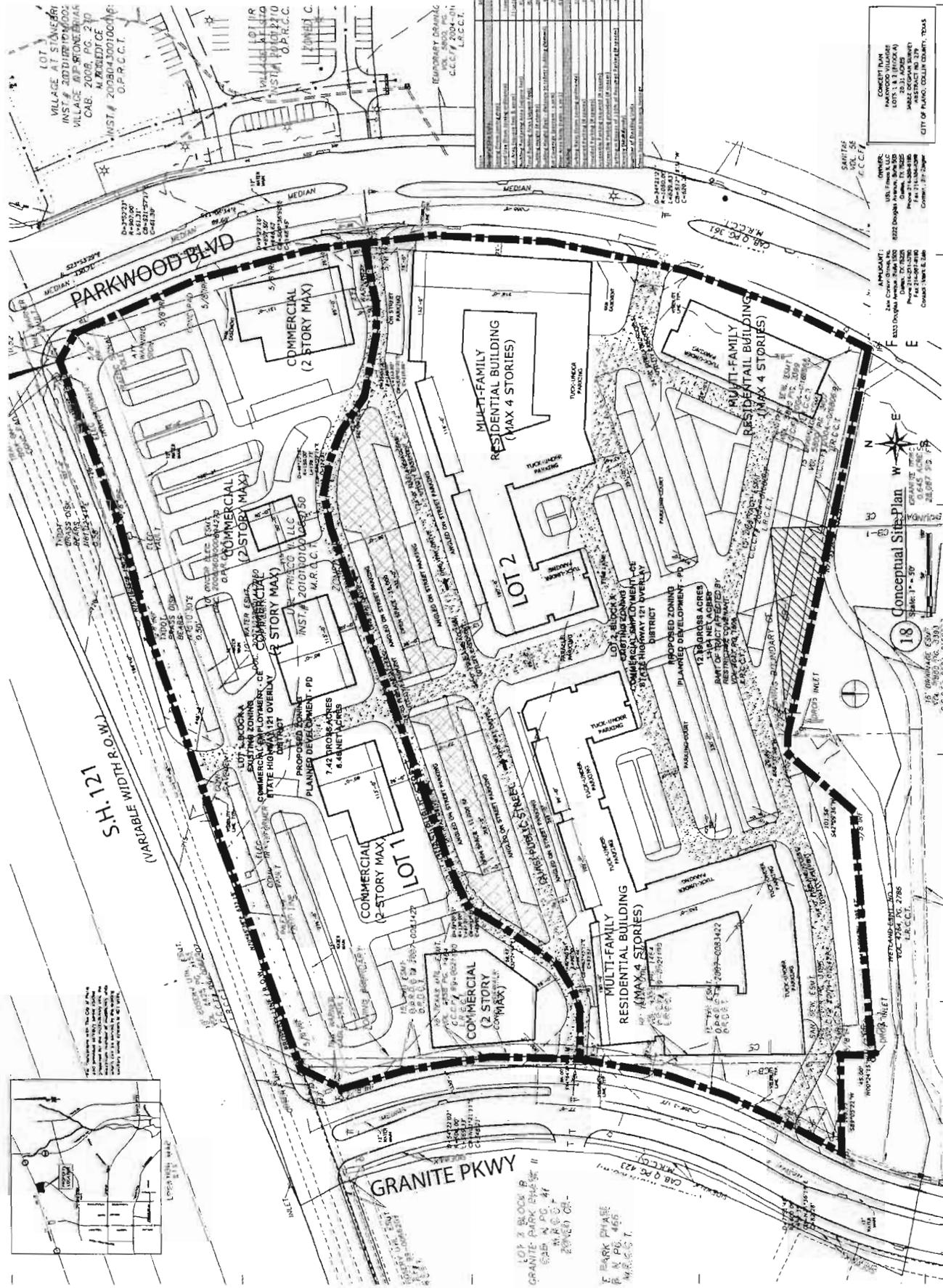
Zoning Case #: 2011-04

Existing Zoning: COMMERCIAL EMPLOYMENT & CENTRAL BUSINESS-1/
STATE HIGHWAY 121 OVERLAY DISTRICT



○ 200' Notification Buffer

Parkwood Villages
 City of Plano, Collin County, TX
 (Parkwood and 121)



NO.	DESCRIPTION	DATE	BY	CHKD BY
1	PRELIMINARY	07/10/2011	J. P. HART	
2	REVISIONS			
3	REVISIONS			
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Project Number: 210222.00
 Issue for Bidding: 07.10.2011
 J. P. Hart
 NOT FOR REGULATORY
 CONSTRUCTION

JHP
 JHP Architecture / Urban Design
 830 Meadow Road, Suite 150
 Irving, Texas 75039
 Phone: 972-251-5683
 Fax: 972-251-5685

CONCRETE PLAN
 PARKWOOD VILLAGES
 121 PARKWOOD BLVD
 PLANO, TEXAS 75075
 CITY OF PLANO, COLLIN COUNTY, TEXAS

OWNER
 U.S. Firms & LLC
 14000 Dallas Road, Suite 100
 Dallas, TX 75244
 Phone: 214-388-8888
 Fax: 214-388-8889
 Contact: Mr. Zuber

APPLICANT
 Zuo Construction, Inc.
 8322 Douglas Avenue, Suite 100
 Dallas, TX 75225
 Phone: 214-388-1336
 Fax: 214-388-1337
 Contact: Mr. & Mrs. Zuo

Scale: 1" = 50'
 18
 Conceptual Site Plan
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12.8 ACRES
 PLANNED ZONING
 COMMERCIAL EMPLOYMENT CE
 STATE HIGHWAY 121 OVERLAY
 DISTRICT

7.42 ACRES
 8.6 ACRES
 PLANNED ZONING
 COMMERCIAL EMPLOYMENT CE
 STATE HIGHWAY 121 OVERLAY
 DISTRICT

12.8 ACRES
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12.8 ACRES
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 COMMERCIAL EMPLOYMENT CE
 STATE HIGHWAY 121 OVERLAY
 DISTRICT



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		May 23, 2011		
Department:		Planning		
Department Head		Phyllis M. Jarrell		
Agenda Coordinator (include phone #): T. Stuckey, ext. 7156				
CAPTION				
Consideration of an Appeal of the Planning & Zoning Commission's Denial of the Concept Plan for Parkwood Village, Block A, Lots 1 & 2 - Retail, restaurants and 400 multifamily units on two lots on 20.3± acres located at the southwest corner of Parkwood Boulevard and State Highway 121. Zoned Commercial Employment and Central Business-1/State Highway 121 Overlay District. Tabled 04/25/11. Applicant: USL Frisco II, LLC				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This item was tabled by the City Council at their meeting on April 25, 2011 per the applicant's request, and needs to be removed from the table for consideration. The applicant is now requesting the concept plan be withdrawn. Staff recommends the Council accept the applicant's request to withdraw the concept plan. Should the Council not accept the applicant's request to withdraw and proceed with consideration of the concept plan, a simple majority vote, or 5 of the 8 Council members is required for approval of this request due to the Commission's denial of the request. No changes have been made to this request.				
List of Supporting Documents: Letter to Request Withdrawal from Applicant Letter of Appeal from Applicant P&Z Follow-up Memo Staff Report Locator Map Concept Plan			Other Departments, Boards, Commissions or Agencies Planning & Zoning Commission	

Baldwin
Associates

May 9, 2011

Ms. Tina Firgens
Planning Manager
City of Plano
1520 Avenue K
Plano, Texas 75074

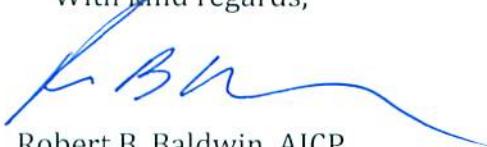
Re: Request to Withdraw Case 2011-04

Dear Tina,

Please accept this letter as my official request to have case 2011-04 and the accompanying concept plan withdrawn from any further consideration.

Thank you very much for your assistance with this matter. If I can be of any assistance, please do not hesitate to contact me.

With kind regards,

A handwritten signature in blue ink, appearing to read 'R. Baldwin', with a long horizontal flourish extending to the right.

Robert B. Baldwin, AICP

Baldwin
Associates

April 5, 2011

Ms. Bester Munyaradzi
Senior Planner
City of Plano
1520 Avenue K
Plano, Texas 75074

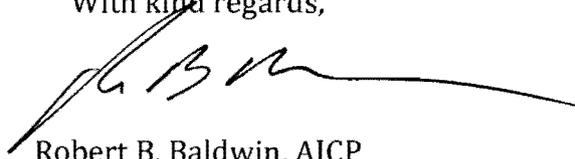
Re: Appeal of the Planning and Zoning Commission Decision on Case 2011-04

Dear Bester,

Please accept this letter as my official request to appeal the decision the Planning and Zoning Commission made on Case 2011-04 and the companion Concept Plan to the City Council. These requests were agenda items 6A and 6B on the Plano Planning and Zoning Commission's April 4, 2011 agenda. Please process this request at your earliest convenience and let me know when this case will be scheduled for a City Council hearing.

Thank you very much for your assistance with this matter. If I can be of any assistance, please do not hesitate to contact me.

With kind regards,



Robert B. Baldwin, AICP

RECEIVED
APR 05 2011
PLANNING DEPT.

DATE: April 5, 2011
TO: Applicants with Items before the Planning & Zoning Commission
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of April 4, 2011

**AGENDA ITEM NO. 6B - CONCEPT PLAN
8/PARKWOOD VILLAGES, BLOCK A, LOTS 1 & 2
APPLICANTS: USL FRISCO II, LLC**

Retail, restaurants and 400 multifamily units on two lots on 20.3± acres located at the southwest corner of Parkwood Boulevard and State Highway 121. Zoned Commercial Employment and Central Business-1/State Highway 121 Overlay District.

APPROVED: _____ **DENIED:** 5-3 **TABLED:** _____

STIPULATIONS:

Denied. The Commission voted denial of the concept plan due to their denial recommendation for the companion Zoning Case 2011-04.

xc: Wayne Malecha, USL Frisco II, LLC
Robert Baldwin, Baldwin Associates

CITY OF PLANO
PLANNING & ZONING COMMISSION

April 4, 2011

Agenda Item No. 6B

Concept Plan: Parkwood Villages, Block A, Lots 1 & 2

Applicant: USL Frisco II, LLC

DESCRIPTION:

Retail, restaurants and 400 multifamily units on two lots on 20.3± acres located at the southwest corner of Parkwood Boulevard and State Highway 121. Zoned Commercial Employment and Central Business-1/State Highway 121 Overlay District.

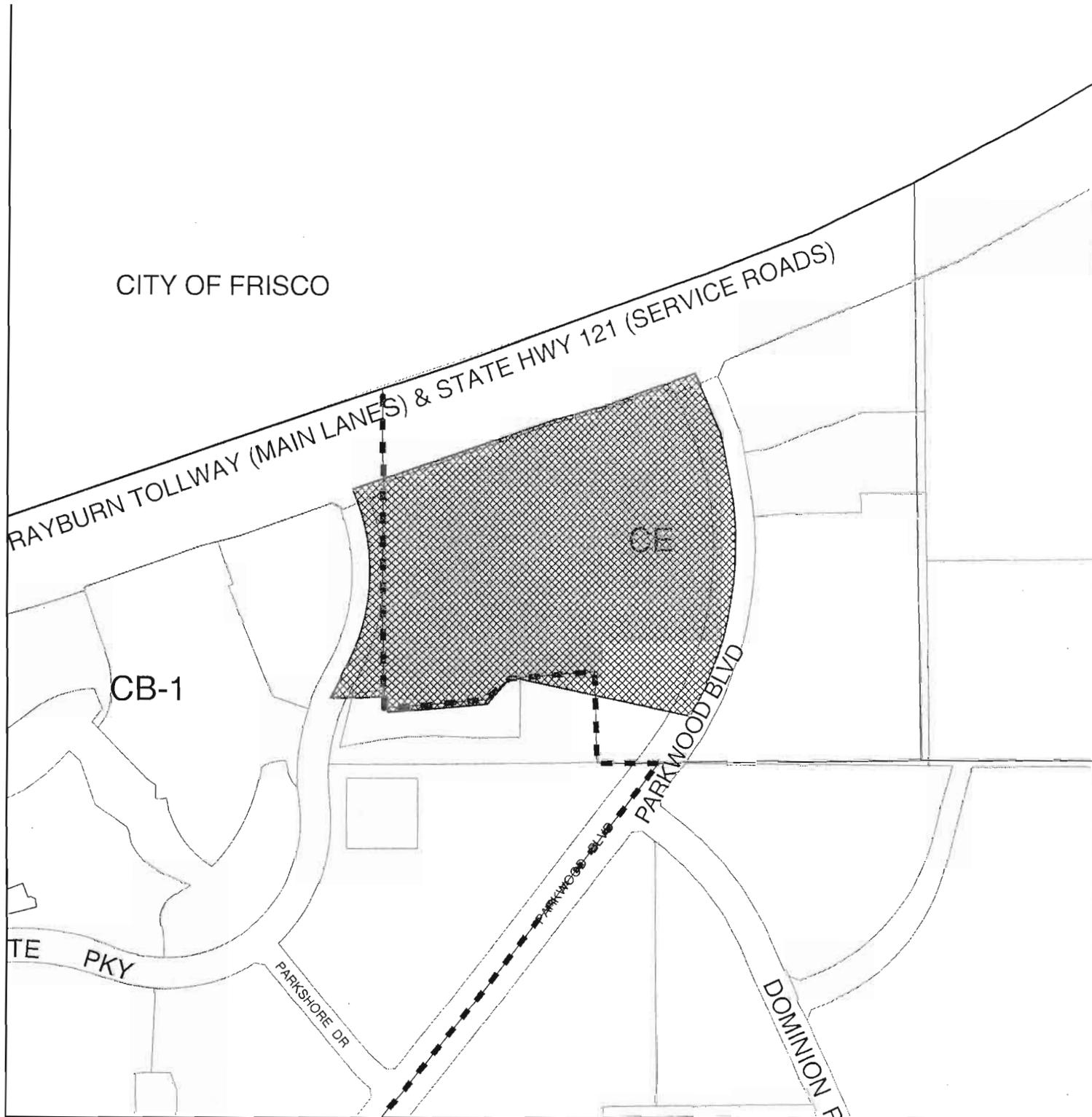
REMARKS:

This concept plan is associated with Zoning Case 2011-04. The purpose for this concept plan is to show the proposed mix of retail, restaurants, and multifamily residential development. The multifamily development is a maximum four stories and at a density of 30 dwelling units per acre. The site has access from State Highway 121, Parkwood Boulevard, and Granite Parkway.

Due to staff's recommendation for denial of the companion case, Zoning Case 2011-04, staff recommends denial of the proposed concept plan.

RECOMMENDATION:

Recommended for denial.



Item Submitted: CONCEPT PLAN

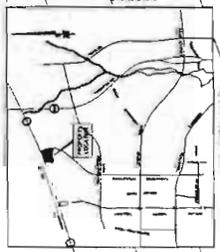
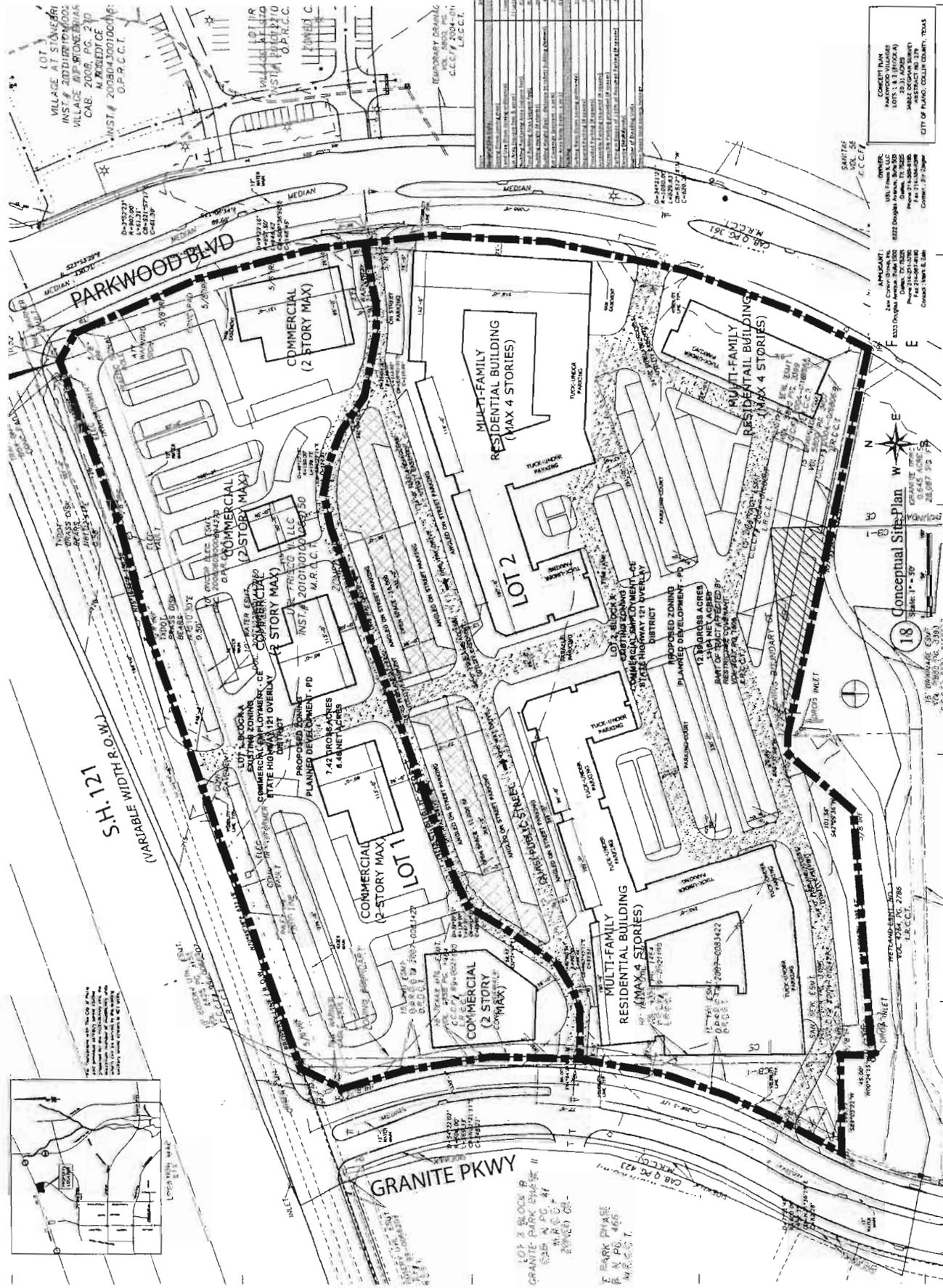
Title: PARKWOOD VILLAGES
BLOCK A, LOTS 1 & 2

Zoning: COMMERCIAL EMPLOYMENT & CENTRAL BUSINESS-1/
STATE HIGHWAY 121 OVERLAY DISTRICT



○ 200' Notification Buffer

Parkwood Villages
 City of Plano, Collin County, TX
 (Parkwood and 121)



NO.	DESCRIPTION	DATE	BY	APP'D
1	PRELIMINARY	07/10/2011	J. P. HARRIS	
2	REVISION	07/10/2011	J. P. HARRIS	
3	REVISION	07/10/2011	J. P. HARRIS	
4	REVISION	07/10/2011	J. P. HARRIS	
5	REVISION	07/10/2011	J. P. HARRIS	
6	REVISION	07/10/2011	J. P. HARRIS	
7	REVISION	07/10/2011	J. P. HARRIS	
8	REVISION	07/10/2011	J. P. HARRIS	
9	REVISION	07/10/2011	J. P. HARRIS	
10	REVISION	07/10/2011	J. P. HARRIS	
11	REVISION	07/10/2011	J. P. HARRIS	
12	REVISION	07/10/2011	J. P. HARRIS	
13	REVISION	07/10/2011	J. P. HARRIS	
14	REVISION	07/10/2011	J. P. HARRIS	
15	REVISION	07/10/2011	J. P. HARRIS	
16	REVISION	07/10/2011	J. P. HARRIS	
17	REVISION	07/10/2011	J. P. HARRIS	
18	REVISION	07/10/2011	J. P. HARRIS	
19	REVISION	07/10/2011	J. P. HARRIS	
20	REVISION	07/10/2011	J. P. HARRIS	
21	REVISION	07/10/2011	J. P. HARRIS	
22	REVISION	07/10/2011	J. P. HARRIS	
23	REVISION	07/10/2011	J. P. HARRIS	
24	REVISION	07/10/2011	J. P. HARRIS	
25	REVISION	07/10/2011	J. P. HARRIS	
26	REVISION	07/10/2011	J. P. HARRIS	
27	REVISION	07/10/2011	J. P. HARRIS	
28	REVISION	07/10/2011	J. P. HARRIS	
29	REVISION	07/10/2011	J. P. HARRIS	
30	REVISION	07/10/2011	J. P. HARRIS	
31	REVISION	07/10/2011	J. P. HARRIS	
32	REVISION	07/10/2011	J. P. HARRIS	
33	REVISION	07/10/2011	J. P. HARRIS	
34	REVISION	07/10/2011	J. P. HARRIS	
35	REVISION	07/10/2011	J. P. HARRIS	
36	REVISION	07/10/2011	J. P. HARRIS	
37	REVISION	07/10/2011	J. P. HARRIS	
38	REVISION	07/10/2011	J. P. HARRIS	
39	REVISION	07/10/2011	J. P. HARRIS	
40	REVISION	07/10/2011	J. P. HARRIS	
41	REVISION	07/10/2011	J. P. HARRIS	
42	REVISION	07/10/2011	J. P. HARRIS	
43	REVISION	07/10/2011	J. P. HARRIS	
44	REVISION	07/10/2011	J. P. HARRIS	
45	REVISION	07/10/2011	J. P. HARRIS	
46	REVISION	07/10/2011	J. P. HARRIS	
47	REVISION	07/10/2011	J. P. HARRIS	
48	REVISION	07/10/2011	J. P. HARRIS	
49	REVISION	07/10/2011	J. P. HARRIS	
50	REVISION	07/10/2011	J. P. HARRIS	

Project Number: 210222.00
 Issue for Bidding: 07/10/2011
 J. P. HARRIS
 NOT FOR REGULATORY
 CONSTRUCTION

OWNER: J. P. HARRIS
 ARCHITECT: J. P. HARRIS
 ENGINEER: J. P. HARRIS
 CONTRACTOR: J. P. HARRIS

JHP
 JHP Architecture / Urban Design
 8300 Maple Road, Suite 150
 Dallas, Texas 75241
 Phone: 214-953-5683
 Fax: 214-953-5685

CONCRETE PLAN
 PARKWOOD VILLAGES
 121 PARKWOOD BLVD
 PLANO, TEXAS 75075
 CITY OF PLANO, COLLIN COUNTY, TEXAS

OWNER: J. P. HARRIS
 ARCHITECT: J. P. HARRIS
 ENGINEER: J. P. HARRIS
 CONTRACTOR: J. P. HARRIS

APPLICANT: J. P. HARRIS
 8300 MAPLE ROAD, SUITE 150
 DALLAS, TEXAS 75241
 PHONE: 214-953-5683
 FAX: 214-953-5685

CONCEPTUAL SITES PLAN
 SCALE: 1" = 50'
 DATE: 07/10/2011

18
 GRANITE PKWY
 PARKWOOD BLVD

LOT 1
 LOT 2
 LOT 3

COMMERCIAL (2 STORY MAX)
 MULTI-FAMILY RESIDENTIAL BUILDING (MAX 4 STORIES)

PLANNED ZONING
 COMMERCIAL EMPLOYMENT CE
 STATE HIGHWAY 121 OVERLAY DISTRICT

PROPOSED ZONING
 PLANNED DEVELOPMENT PD
 12.78 ACRES
 PART OF TRACT APPLIED BY
 RESTRICTION COVENANT
 06/24/2011

DATE: May 3, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of May 2, 2011

**AGENDA ITEM NO. 6A - PUBLIC HEARING
ZONING CASE 2011-08
APPLICANT: SAMMY JIBRIN**

Request to rezone 8.8± acres located on the south side of 14th Street, 174± feet east of Star Court **from** Planned Development-202-Research/Technology Center **to** Planned Development Single-Family Residence-6. Zoned Planned Development-202-Research/Technology Center.

APPROVED: 6-1 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

PETITION(s) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the Single-Family Residence-6 (SF-6) zoning district unless otherwise specified herein.

General Provisions of the Planned Development

1. Minimum lot depth shall be 90 feet.
2. Minimum side yard setback shall be six feet except corner lots shall have a minimum 15 foot side yard setback on the street side.

The Commissioner voting in opposition to this request was concerned regarding the sound coming from the nearby gun firing range and the impact on the subject property since the property is closer to the gun firing range.

FOR CITY COUNCIL MEETING OF: May 23, 2011 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

KP/dc

xc: Sammy Jibrin, Majestic Cast, Inc.
Sharon Barbosa, Barbosa Professional Services

CITY OF PLANO
PLANNING & ZONING COMMISSION

May 2, 2011

Agenda Item No. 6A

Public Hearing: Zoning Case 2011-08

Applicant: Sammy Jibrin

DESCRIPTION:

Request to rezone 8.8± acres located on the south side of 14th Street, 174± feet east of Star Court **from** Planned Development-202-Research/Technology Center **to** Planned Development Single-Family Residence-6. Zoned Planned Development-202-Research/Technology Center.

REMARKS:

The applicant is requesting to rezone an 8.8± acre tract located on the south side of 14th Street, 174± feet east of Star Court from Planned Development-202-Research/Technology Center (PD-202-RT) to Planned Development Single-Family Residence-6 (PD-SF-6). The subject property is currently undeveloped. The existing PD-202-RT district is intended to create a low density, employment center consisting of office, research, and development facilities, and limited assembly operations. RT districts should generally accommodate several users in a campus environment.

The requested PD-SF-6 district is intended to provide for small-lot, urban, single-family development protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living. A planned development district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions. The planned development zoning request proposes to allow for a minimum lot depth of 90 feet and minimum side yard of six feet. A companion concept plan, Medina Villas, accompanies this rezoning request.

Last year, following the rezoning of approximately 70 acres in this immediate area from PD-202-RT to Single-Family Residence-6 (SF-6) and Single-Family Residence Attached (SF-A) the City Council requested that the Planning & Zoning Commission work with staff to develop a new plan for RT. During these discussions, the Commission identified the subject property as appropriate for residential development. The property owners were not present during the discussions so the Commission did not recommend a city-initiated rezoning or amendment to the Future Land Use Plan at that time.

Surrounding Land Use and Zoning

The adjacent properties to the west and east of this tract are zoned PD-202-RT. The property to the west is partially developed as a religious facility. To the east is the Plano-Richardson Police Training Academy. To the north, across 14th Street, the property is zoned Planned Development-30-Multifamily Residence-2 (PD-30-MF-2) and is developed as multifamily. To the south the property is zoned Single-Family Attached (SF-A) and is currently undeveloped.

The requested single-family residential zoning is consistent with the SF-A zoning to the south and the existing religious facility to the west. However, it is not consistent with adjacent PD-202-RT zoning as well as other nonresidential zoning within the surrounding area. Areas of concern include:

- This property is located adjacent to the Plano-Richardson Police Training Academy and approximately 1/10 of a mile from the pistol and rifle firing ranges associated with this facility. Depending on ambient noise and weather conditions, noise from both the pistol and rifle ranges can be heard from this site. Firing occurs regularly Monday through Saturday and is not typically conducive to a residential environment.
- Businesses locate in commercial districts where comparable uses are allowed and that have like operations such as truck traffic, loading operations, odors, increased noise levels, and lighting. Similarly, residents locating in a residential development have general expectations of a living environment where they can enjoy their home, both inside and outside in their respective yard area. Introducing residential land uses in an area that historically has been zoned for nonresidential uses where businesses are located creates land use compatibility issues and conflicting interests.

Proposed Planned Development Stipulations

The requested zoning is PD-SF-6. The request proposes to establish a minimum lot depth of 90 feet and a minimum side yard of six feet. The SF-6 zoning district requires a minimum lot size of 6,000 square feet, a minimum lot depth of 100 feet, and a side yard that is six feet or ten percent of the lot width, whichever is greater except as in Section 3.600 (Side Yard Regulations) of the Zoning Ordinance. The applicant is not proposing any other changes to the SF-6 district and would maintain a minimum lot size of 6,000 square feet. This request is due to the overall site configuration, especially the narrowness of the property, which is affecting the lot design and the ability to provide two points of access.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Research/Technology Center. This request does not conform to the Future Land Use Plan.

Economic Development Element - The Economic Development Element of the Comprehensive Plan establishes a goal of preserving land in employment centers. However, during previous discussions held on the RT district, the Commission determined that this property was not part of the core Research/Technology Center employment district.

Housing Element - The Housing Element of the Comprehensive Plan recognizes that not all residential development will be in a “typical” neighborhood format, with a school and neighborhood park at the center. The plan states that:

“There is an abundance of land zoned for nonresidential uses. Some of these properties are not in a prime location for development and lack the access and visibility required for commercial uses. A reasonable alternative use for these properties may include some form of medium- to high-density housing.” In evaluating locations for residential development, the plan also notes the importance of *“Ensure(ing) that alternative neighborhood formats provide functional and appropriate environments.”* The area lacks typical residential amenities and surrounding uses, specifically the nearby gun range and recycling uses allowed in the existing Light Industrial-1 and Research/Technology Center zoning districts that are not conducive to a high quality living environment. However, the addition of residential units in this area will create more residential mass and should contribute positively to the living conditions in the area.

Adequacy of Public Facilities - If residential uses are developed on this site, then the existing sanitary system would be insufficient to handle the increased flow when the sanitary sewer drainage basin is fully developed. Therefore, the developer will need to escrow funds to the city to cover a portion of the cost to increase the size of the sewer line. The city would construct the new sewer line in the future when needed.

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request.

Summary

The applicant is requesting to rezone an 8.8± acre tract located on the south side of 14th Street, 174± feet east of Star Court from Planned Development-202-Research/Technology Center (PD-202-RT) to Planned Development Single-Family Residence-6 (PD-SF-6). The request is not consistent with the city’s existing Comprehensive Plan. Due to conflicting land uses adjacent to, and in the immediate vicinity of this property, this property does not appear to offer a high quality living environment as described in the Comprehensive Plan. However, recent rezoning of approximately 70 acres for single-family uses and determinations by the Planning & Zoning Commission support the addition of single-family development in this area.

RECOMMENDATION:

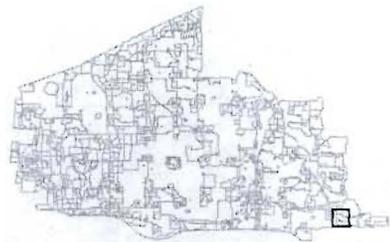
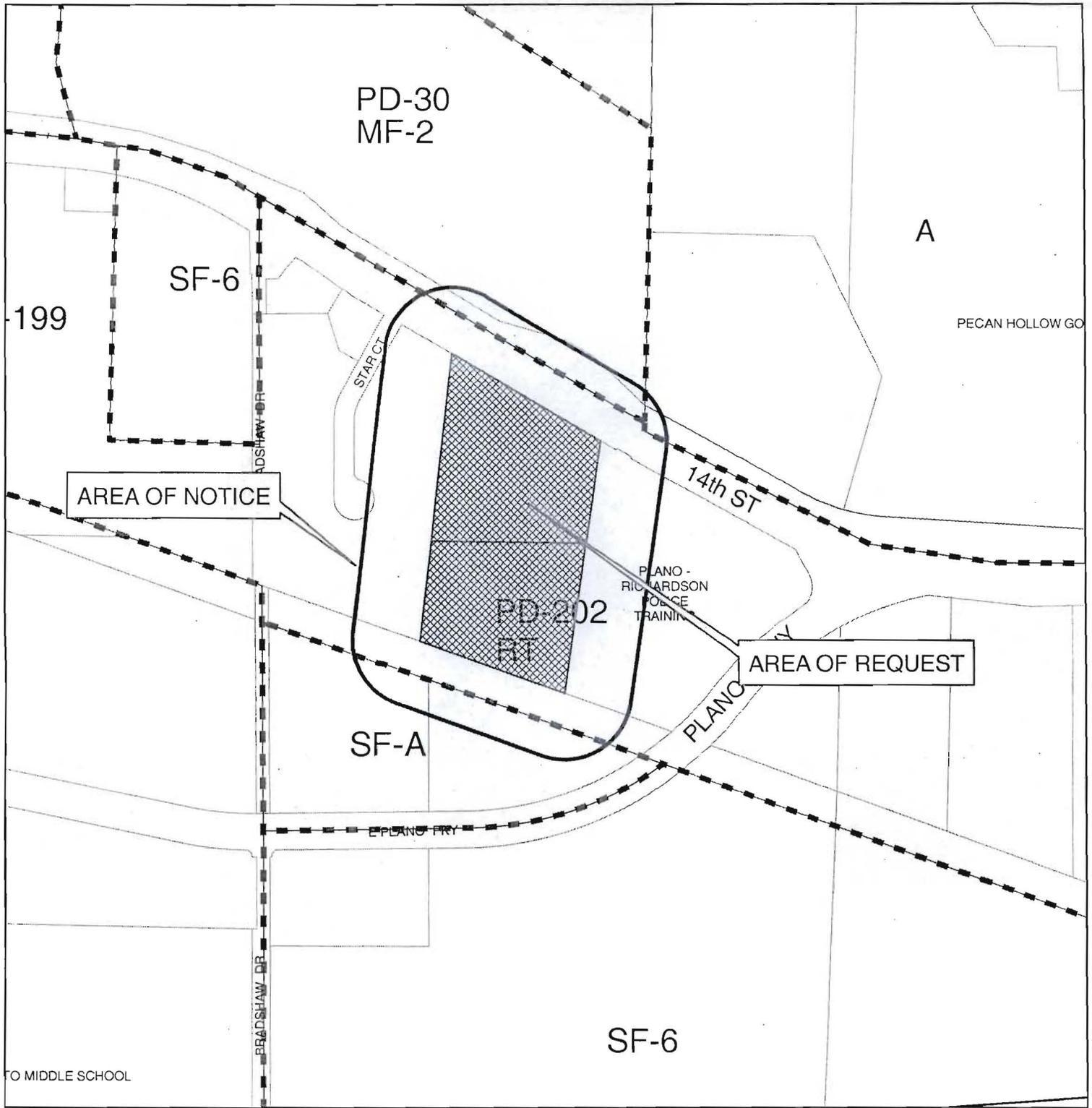
Recommended for approval as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the Single-Family Residence-6 (SF-6) zoning district unless otherwise specified herein.

General Provisions of the Planned Development

1. Minimum lot depth shall be 90 feet.
2. Minimum side yard setback shall be six feet except corner lots shall have a minimum 15-foot side yard setback on the street side.

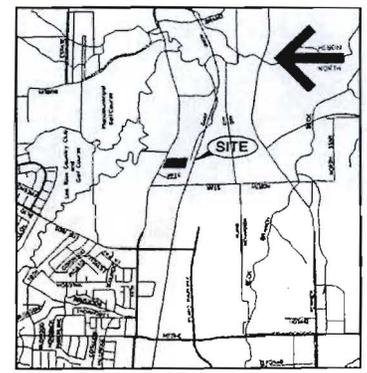
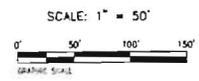
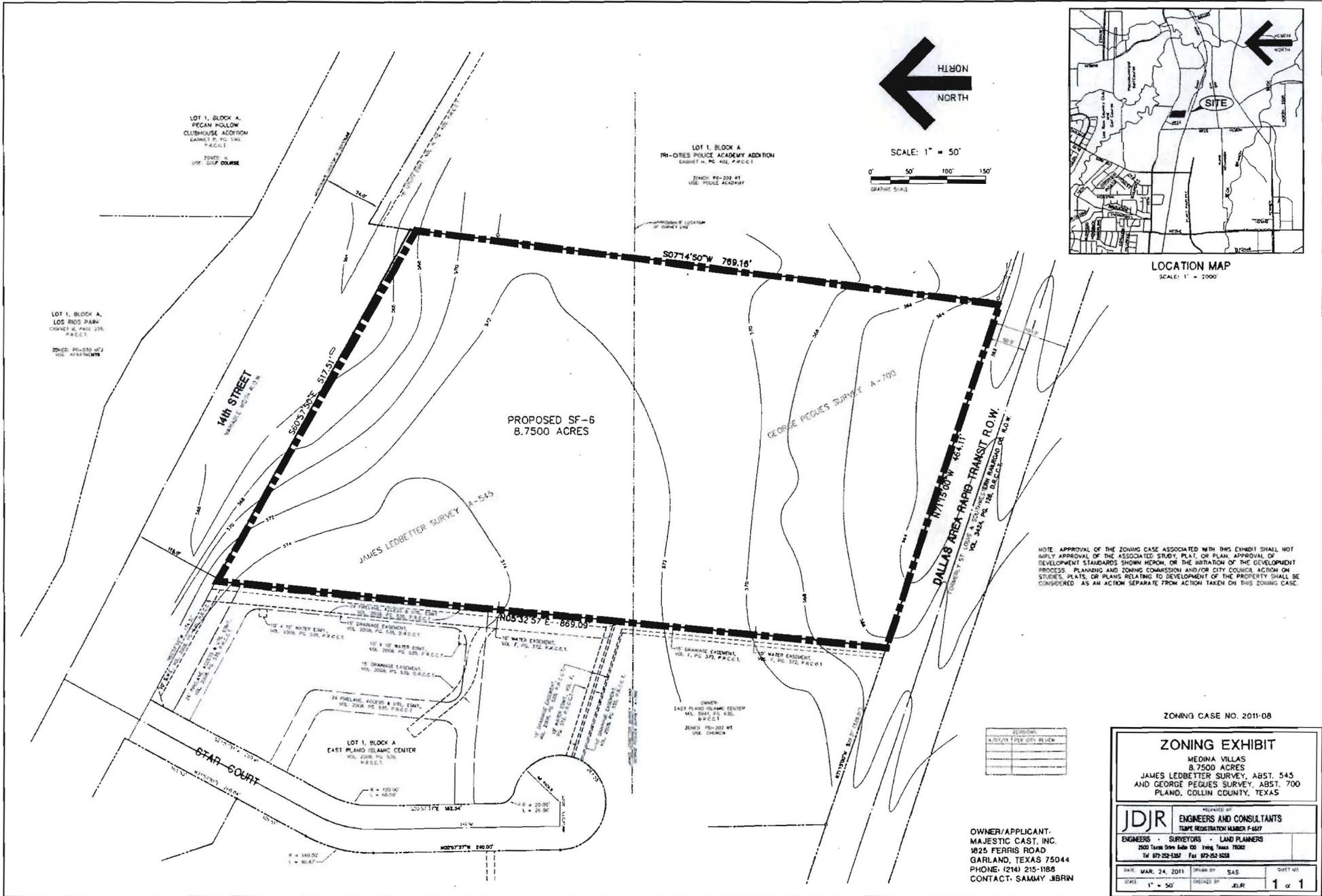


Zoning Case #: 2011-08

Existing Zoning: PLANNED DEVELOPMENT-202-RESEARCH/TECHNOLOGY CENTER



○ 200' Notification Buffer



LOT 1, BLOCK A, PECAN HOLLOW
CLISHOUSE ADDITION
EASMENT P. 30, 340,
PAGE 1

LOT 1, BLOCK A
IRI-CITIES POLICE ACADEMY ADDITION
EASMENT P. 30, 340, PAGE 1

LOT 1, BLOCK A,
LOS RIOS PARK
CHANG P. 340, 338,
PAGE 1

PROPOSED SF-6
8.7500 ACRES

NOTE: APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF THE ASSOCIATED STUDY, PLAN, OR PLAN. APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS, PLANNING AND ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLANS, OR PLANS RELATING TO DEVELOPMENT OF THE PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

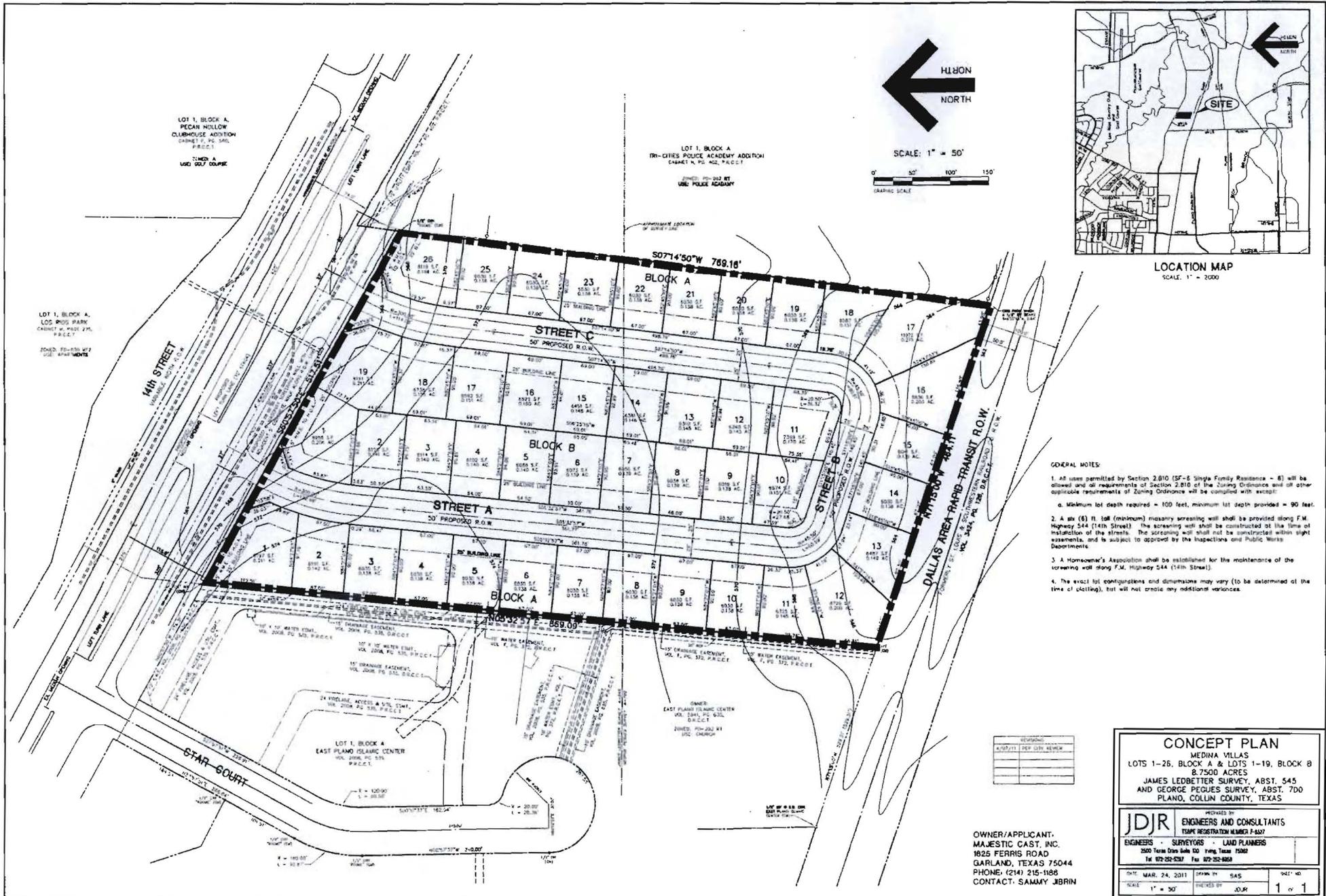
ZONING CASE NO. 2011-08

ZONING EXHIBIT

MEDINA VILLAS
8.7500 ACRES
JAMES LEDBETTER SURVEY, ABST. 545
AND GEORGE PEQUES SURVEY, ABST. 700
PLANO, COLLIN COUNTY, TEXAS

	PREPARED BY ENGINEERS AND CONSULTANTS TERRY REGISTRATION NUMBER F-6877
	ENGINEERS • SURVEYORS • LAND PLANNERS 2500 Town Drive Suite 100 Irving, Texas 75039 TX 877-252-3367 Fax 877-252-3558
DATE: MAR. 24, 2011 SCALE: 1" = 50'	DRAWN BY: SAS CHECKED BY: JDR
SHEET NO. 1 of 1	

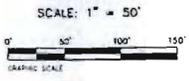
OWNER/APPLICANT:
MAJESTIC CAST, INC.
1925 FERRIS ROAD
GARLAND, TEXAS 75044
PHONE: (214) 215-1188
CONTACT: SAMMY JBRN



LOT 1, BLOCK A,
PECAN HOLLOW
CLUBHOUSE ADDITION
CHASSETT, P. PG. 548,
P. 549
PRCCT.
ZONED: RES-10
USE: GOLF COURSE

LOT 1, BLOCK A,
TRI-CITIES POLICE ACADEMY ADDITION
CHASSETT, P. PG. 402, PAGE 2
PRCCT.
ZONED: RES-10
USE: POLICE ACADEMY

LOT 1, BLOCK A,
LOS RIOS PARK
CANNETT, P. PG. 276,
PAGE 2
PRCCT.
ZONED: RES-10
USE: APARTMENTS



- GENERAL NOTES:**
- All uses permitted by Section 2.810 (SF-6 Single Family Residence - 6) will be allowed and all requirements of Section 2.810 of the Zoning Ordinance and all other applicable requirements of Zoning Ordinance will be complied with except:
 - Maximum lot depth required = 100 feet, minimum lot depth provided = 90 feet.
 - A six (6) ft tall (minimum) masonry screening wall shall be provided along F.M. Highway 544 (14th Street). The screening wall shall be constructed at the time of installation of the streets. The screening wall shall be constructed within sight easements, and is subject to approval by the Inspections and Public Works Departments.
 - A Homeowner's Association shall be established for the maintenance of the screening wall along F.M. Highway 544 (14th Street).
 - The exact lot configurations and dimensions may vary (to be determined at the time of platting), but will not create any additional variances.

REVISION	DATE	BY	DESCRIPTION

CONCEPT PLAN
MEDINA VILLAS
LOTS 1-26, BLOCK A & LOTS 1-19, BLOCK B
8.7500 ACRES
JAMES LEDBETTER SURVEY, ABST. 545
AND GEORGE PEQUES SURVEY, ABST. 700
PLANO, COLLIN COUNTY, TEXAS

PREPARED BY:
JDJR ENGINEERS AND CONSULTANTS
TEXAS REGISTRATION NUMBER P-6527
ENGINEERS - SURVEYORS - LAND PLANNERS
2500 Texas Drive Suite 100 Irving, Texas 75062
Tel: 972-252-5287 Fax: 972-252-6858

OWNER/APPLICANT:
MAJESTIC CAST, INC.
1825 FERRIS ROAD
GARLAND, TEXAS 75044
PHONE: (214) 215-1188
CONTACT: SAMMY JBRN

DATE: MAR. 24, 2011	DRAWN BY: S45	HEET NO.:
SCALE: 1" = 50'	DESIGNED BY: JDR	1 OF 1

Zoning Case 2011-08

An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 8.8± acres out of the James Ledbetter Survey, Abstract No. 545, and the George Pegues Survey, Abstract No. 700, located on the south side of 14th Street, 174± feet east of Star Court in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Planned Development-218-Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 23rd day of May, 2011, for the purpose of considering rezoning 8.8± acres out of the James Ledbetter Survey, Abstract No. 545, and the George Pegues Survey, Abstract No. 700, located on the on the south side of 14th Street, 174± feet east of Star Court in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Planned Development-218-Single-Family Residence-6; 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 23rd day of May, 2011; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 8.8± acres out of the James Ledbetter Survey, Abstract No. 545, and the George Pegues Survey, Abstract No. 700, located on the on the south side of 14th Street, 174± feet east of Star

Court in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Planned Development-218-Single-Family Residence-6, said property being described in the legal description on Exhibit "A" attached hereto.

Section II. The change granted in Section I is granted subject to the following restrictions:

The permitted uses and standards shall be in accordance with the Single-Family Residence-6 (SF-6) zoning district unless otherwise specified herein.

General Provisions of the Planned Development

1. Minimum lot depth shall be 90 feet.
2. Minimum side yard setback shall be six feet except corner lots shall have a minimum 15-foot side yard setback on the street side.

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

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

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

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

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

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

PASSED AND APPROVED THIS THE 23RD DAY OF MAY, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ZC 2011-08

BEING a lot, tract, or parcel of land located in the James Ledbetter Survey, Abstract No. 545 and the George Pegues Survey, Abstract No. 700, City of Plano, Collin County, Texas, and being all of a called 8.75 acre tract of land described in the deed to Majestic Cast, Inc. filed for record under the County Clerk's File No. 20060821001199770, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at an "X" cut found (Controlling Monument) on top of a concrete headwall and being on the northerly right-of-way line of the Dallas Area Rapid Transit (D.A.R.T.) right-of-way (formerly known as the St. Louis & Southwestern Railroad Co. right-of-way (called 100 foot wide right-of-way) said "X" cut also being the southwest corner of said 8.75 acre tract and the southeast corner of Lot 1, Block A, East Plano Islamic Center, an addition to the City of Plano, Collin County, Texas, according to the plat filed for record in Volume 2008, Page 535, Plat Records, Collin County, Texas;

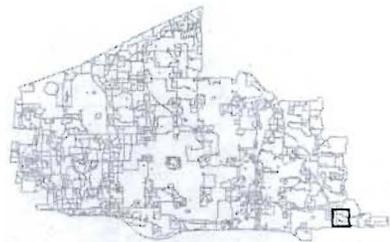
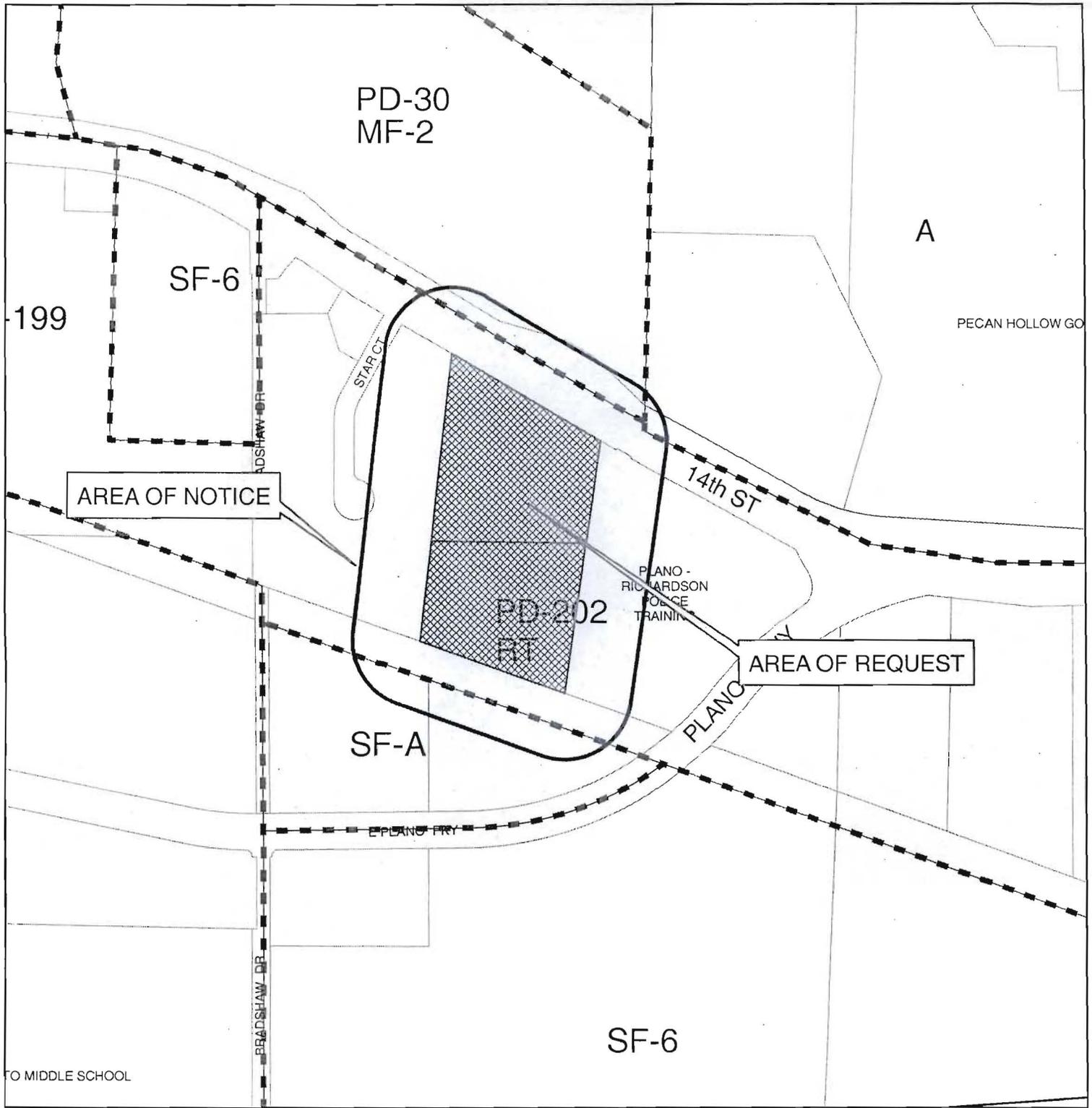
THENCE North 05° 32' 57" East (Basis of Bearings-Volume 2008, Page 535), along the common line of said 8.75 acre tract and said East Plano Islamic Center, a distance of 869.09 feet, to a 1/2-inch iron rod found at the northwest corner of said 8.75 acre tract and the northeast corner of said East Plano Islamic Center, said iron rod also being the southwest corner of that certain tract of land described in the deed to the City of Plano, filed for record under the County Clerk's File No. 95-0082128, O.P.R.D.C.T., and being on the southerly right-of-way line of Farm-Market Highway No. 544, also known as 14th Street (a variable width right-of-way);

THENCE South 60° 57' 50" East, along the southerly line of said City of Plano tract and the southerly right-of-way line of said Farm-Market Highway No. 544, a distance of 517.51 feet, to a 1/2-inch iron rod found with a cap stamped "Roome" on the west line of Tri-Cities Police Academy Addition, an addition to the City of Plano, Collin County, Texas, according to the plat filed for record in Cabinet H, Page 402, P.R.C.C.T., and being at the northeast corner of said 8.75 acre tract;

THENCE South 07° 14' 50" West, along the common line of said Tri-Cities Police Academy Addition and said 8.75 acre tract, a distance of 769.16 feet, to a 5/8-inch iron rod set with a cap stamped "JDJR" at the southwest corner of said Tri-Cities Police Academy Addition and being on the northerly right-of-way line of the aforementioned D.A.R.T. right-of-way;

THENCE North 71° 15' 00" West, along the northerly line of said D.A.R.T. right-of-way, a distance of 464.11 feet, to the POINT OF BEGINNING and CONTAINING 8.7500 acres (381,150 square feet) of land, more or less.

The bearings recited hereinabove are based on the found monumentation at the ends of the west line of East Islamic Center, filed for record in Volume 2008, Page 535, Plat Records, Collin County, Texas. (Called Bearing = North 05°32' 57" East)

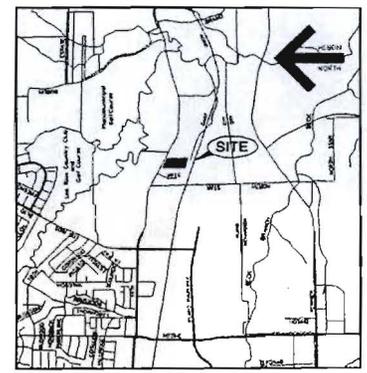
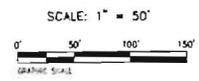
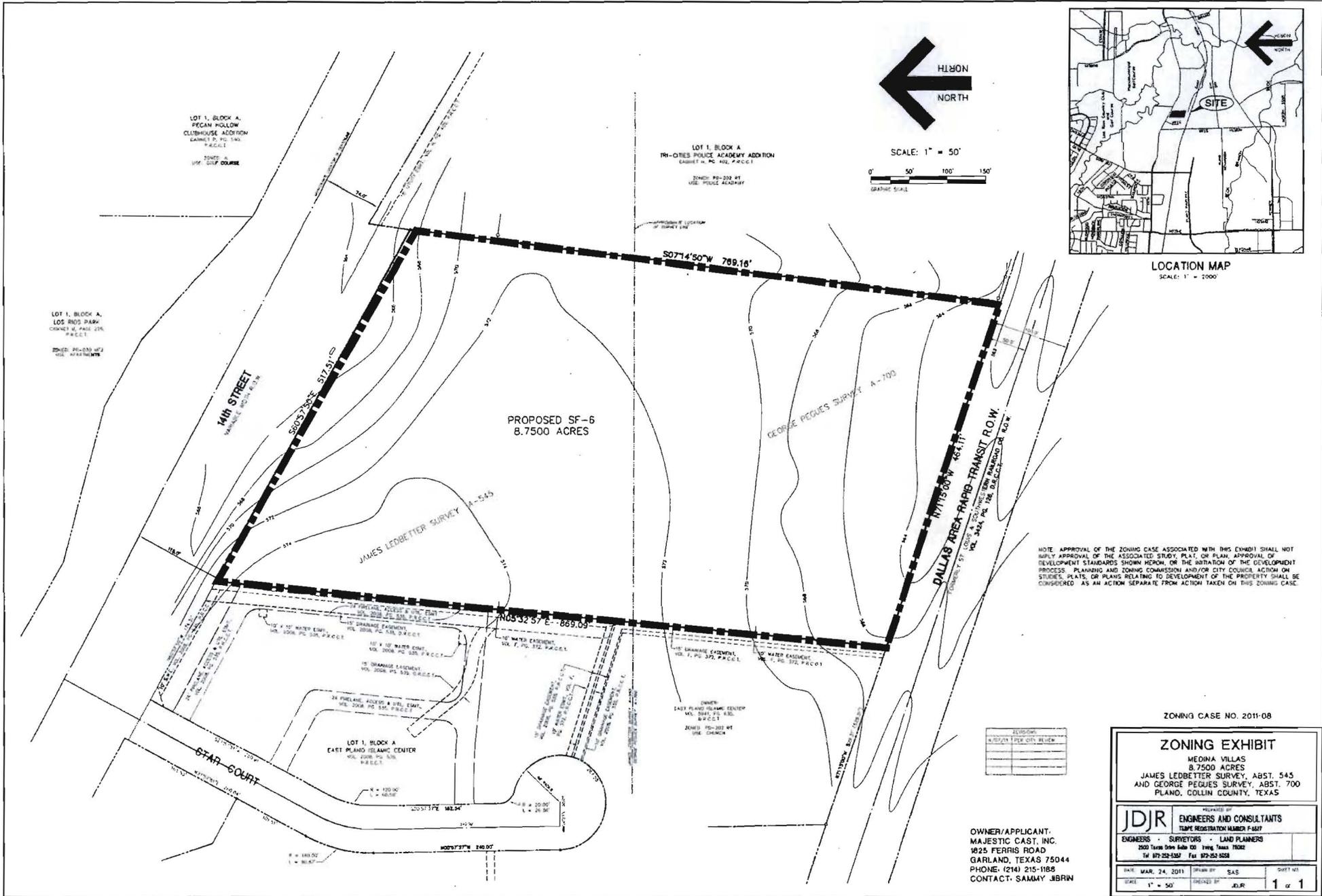


Zoning Case #: 2011-08

Existing Zoning: PLANNED DEVELOPMENT-202-RESEARCH/TECHNOLOGY CENTER



○ 200' Notification Buffer



LOT 1, BLOCK A, PECAN HOLLOW
CLISHOUSE ADDITION
EASMENT P. 30, 340,
P. 345
ZONED: SF-030-422
USE: CITY COURSE

LOT 1, BLOCK A
IRI-CITIES POLICE ACADEMY ADDITION
EASMENT P. 30, 340, P. 345
ZONED: PD-202-41
USE: POLICE ACADEMY

LOT 1, BLOCK A,
LOS RIOS PARK
CHANDLER PARK SUBD.
P. 345
ZONED: PD-030-422
USE: AFFORDABLE HOUSING

PROPOSED SF-6
8.7500 ACRES

NOTE: APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF THE ASSOCIATED STUDY, PLAN, OR PLAN. APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING AND ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLANS, OR PLANS RELATING TO DEVELOPMENT OF THE PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

ZONING CASE NO. 2011-08

ZONING EXHIBIT

MEDINA VILLAS
8.7500 ACRES
JAMES LEDBETTER SURVEY, ABST. 545
AND GEORGE PEQUES SURVEY, ABST. 700
PLANO, COLLIN COUNTY, TEXAS

	PREPARED BY ENGINEERS AND CONSULTANTS TERRY REGISTRATION NUMBER F-6877 ENGINEERS • SURVEYORS • LAND PLANNERS 2500 Turner Drive Suite 100 Irving, Texas 75039 TX 877-252-3367 Fax 877-252-3558	SHEET NO. 1 of 1
	DATE: MAR. 24, 2011 SCALE: 1" = 50' DRAWN BY: SAS CHECKED BY: JDR	OWNER/APPLICANT: MAJESTIC CAST, INC. 1925 FERRIS ROAD GARLAND, TEXAS 75044 PHONE: (214) 215-1168 CONTACT: SAMMY JBRN

DATE: May 3, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of May 2, 2011

**AGENDA ITEM NO. 7A - PUBLIC HEARING
ZONING CASE 2011-09
APPLICANTS: HABITAT FOR HUMANITY OF SOUTHERN COLLIN COUNTY**

Request to rezone 1.1± acres located on the north side of 11th Street, east and west of E Avenue, **from** Corridor Commercial **to** Planned Development-General Residential. Zoned Corridor Commercial.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 1 **OPPOSE:** 2

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

PETITION(S) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the General Residential (GR) zoning district unless otherwise specified herein.

1. Maximum front yard setback on E Avenue shall be 20 feet.
2. No maximum front yard setback is required for lots fronting 11th Street.
3. Side yard setbacks for corner lots fronting 11th Street shall be a minimum ten feet.
4. Minimum lot depth for lots fronting 11th Street shall be 85 feet.
5. Residential Lots fronting 11th Street which are adjacent to a non-residential zoning district shall be permitted to construct a solid fence (minimum 6 feet, maximum 8 feet) within the required front yard of the residential lot along the shared zoning district boundary line.

FOR CITY COUNCIL MEETING OF: May 23, 2011 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BM/dc

xc: Dick Taylor, Habitat for Humanity of Southern Collin County
Penelope Diaz, Domus Studio Group, PLLS

CITY OF PLANO
PLANNING & ZONING COMMISSION

May 2, 2011

Agenda Item No. 7A

Public Hearing: Zoning Case 2011-09

Applicant: Habitat for Humanity of Southern Collin County

DESCRIPTION:

Request to rezone 1.1± acres located on the north side of 11th Street, east and west of E Avenue, **from** Corridor Commercial **to** Planned Development-General Residential. Zoned Corridor Commercial.

REMARKS:

The applicant is requesting to rezone 1.1± acres located on the north side of 11th Street, east and west of E Avenue, **from** Corridor Commercial (CC) **to** Planned Development-General Residential (PD-GR).

The current zoning is CC. The CC district is intended to provide for retail, service, office, and limited manufacturing uses within major regional transportation corridors. The regulations and standards of this district are reflective of the high traffic volumes and high visibility of these regional highways.

The requested zoning is PD-GR to accommodate redevelopment of the property. A planned development district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions. The GR district is intended to provide for infill residential development that is consistent with the unique character of the Douglass Community near downtown Plano. It includes standards that are consistent with the size, dimensions, and configuration of existing lots, and contains special design and material requirements that are compatible with existing structures in the neighborhoods.

The planned development zoning request includes stipulations that address front yard setbacks, lot depth, and fencing. A concept plan, Habitat 11th Street Addition, accompanies this request as Agenda Item No 7B.

Surrounding Land Use and Zoning

The property presently has vacant duplexes on it. The property to the north has a parking lot, a retail store and is zoned Planned Development-472-Corridor Commercial (PD-472-CC). To the west is another retail building zoned Corridor Commercial (CC). To the south across 11th Street, are additional vacant duplexes zoned Corridor Commercial (CC), and to the east are existing residences zoned General Residential (GR).

Proposed Planned Development Stipulations

The requested zoning is PD-GR. As noted previously, the request proposes to establish:

- A maximum 20 feet front yard setback from E Avenue;
- No maximum front yard setback on lots fronting 11th Street only;
- Side yard setbacks for corner lots fronting 11th Street to be minimum ten feet;
- Minimum lot depth of 85 feet for lots fronting 11th Street; and
- Residential lots fronting 11th Street which are adjacent to nonresidential zoning may construct a solid fence (minimum six feet, maximum eight feet) within the required front yard of the residential lot along the shared zoning district boundary.

The overall small size of the subject property, combined with the need for right-of-way dedication and an existing electric easement that encumbers the southern portion of the property, are the reasons that necessitate a planned development district for the proposed development.

Front yard setbacks: The GR zoning district requires a maximum 15 foot front yard setback for homes without garages. The applicant is requesting for a maximum of 20 feet front yard setback from E Avenue in order to accommodate required onsite parking clear of the sidewalk. Though Habitat for Humanity owns the property, Oncor Utilities Company has a 50± foot wide utility easement along 11th Street thus causing structures to be placed outside of the easement and beyond the maximum 15 foot front yard setback. As such, the applicant is requesting for no maximum front yard setback on lots fronting 11th Street only.

Side yard setbacks: Subsection 3.608 (Side Yard Regulations) of the Zoning Ordinance requires that where residential lots are platted such that the side of one lot abuts the rear of another lot, the side building line adjacent to the street shall be platted at the same depth as the adjacent front building line, unless an alley is constructed between the two lots so as to provide a minimum 15 foot separation between the building lines. The applicant is requesting side yard setbacks for corner lots fronting 11th Street to be 10 feet in order to match the minimum front yard setback of 10 feet for lots fronting E Avenue.

Lot depth: The GR zoning district requires a minimum lot depth of 90 feet and the applicant is requesting for a minimum lot depth of 85 feet for lots fronting 11th Street in order to dedicate the required 11.5 feet of right-of-way for 11th Street.

Fencing: Lastly, Subsection 3.1002 (1) (General Fence and Wall Regulations) only allows a maximum 40 inches tall, 50% open fence within the required front yard setback in all zoning districts. The applicant is proposing to allow for lots fronting 11th Street which are adjacent to nonresidential zoning to construct a solid fence (minimum six feet, maximum eight feet) within the required front yard of the residential lot along the shared zoning district boundary. The fence is meant to screen the proposed residential uses from commercial uses to the west.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Freeway Commercial (FC). The Freeway Commercial category is intended to define the unique character of the U.S. Highway 75 corridor. This corridor includes major retail development including Collin Creek Mall, along with general commercial, entertainment, lodging, and office uses. Basic components of the category include 1:1 floor area ratios and a 20 story maximum height limit. Lower floor area ratios and maximum heights are recommended for areas located within 500 feet of residential areas. The proposed residential use is not in conformance with the Future Land Use Plan.

Housing Element - The Housing Element encourages the conversion of excess nonresidential zoned properties to residential use. This rezoning request proposes to rezone and redevelop a portion of a former residential development that has been abandoned. The proposed project provides an opportunity to create new housing opportunities that complement and support existing residential developments to the east of the subject property. Additionally, the property does not have frontage on the U.S Highway 75 frontage road which is typically desired by nonresidential uses.

The proposed request further meets the City in Transition objectives of the Housing Element as follows:

- The rezoning request to allow residential uses expands Plano's housing stock even as the availability of land decreases on property that is zoned for nonresidential uses that may not develop for that purpose;
- The proposed project will create new housing opportunities that complement and support existing residential development to the east within the Douglass Community; and
- The proposed housing provides affordable housing opportunities to meet the needs of low income and first time home buyers.

Infill Housing Policy Statement - The Infill Housing Policy Statement provides criteria framework for evaluating infill housing proposals. The proposed rezoning request satisfies the following Infill Housing policy criteria.

1. Adjacent or in close proximity to existing residential development - The development is adjacent to existing residential development to the east and would be able to take advantage of the existing amenities in the area.
2. Site and configuration to support housing - The proposed site is large enough to support the proposed infill housing development to help make the residential project viable. The site is 1.1± acres and generally free of factors that could make development difficult, such as steep grades.
3. Access to existing utilities - Water and sanitary sewer services are available to serve the subject property.

Rezoning Property to Meet Demand Policy Statement - The Rezoning Property to Meet Demand Policy Statement recognizes that Plano has an imbalance between residential and nonresidential zoning. The fact that this subject property has not redeveloped with nonresidential uses despite being zoned Corridor Commercial, indicates the need for properties such as this to be rezoned and redeveloped for residential uses as proposed.

Additionally, the Rezoning Property to Meet Demand Policy Statement provides a criteria framework for evaluating requests. The proposed request satisfies the Rezoning Property to Meet Demand Policy Statement criteria framework as follows:

- The area to be rezoned is an extension of an existing residential neighborhood to the east and is not separated from the neighborhood by a thoroughfare of Type C or larger.
- The proposed rezoning site is physically appropriate in terms of size, dimensions and shape for residential uses; it is a redevelopment of a former residential development.
- The area is not affected by adverse environmental conditions such as noise, light fumes, or related nuisances. Residential Adjacency Standards would apply should the commercial property to the west redevelop.
- The proposed rezoning conforms to the objectives and strategies within the Housing Element of the Comprehensive Plan and the Infill Housing Policy Statement as noted above.
- The subject property would not jeopardize the land areas considered prime for future economic expansion due to its location. This property does not have frontage on the U.S. Highway 75 frontage road which is typically desired by nonresidential uses. Additionally, the rezoning of this property would not result in shortage of land required for neighborhood retail or service uses.
- The rezoning would not result in residual tracts that are inconsistent with the Comprehensive Plan since it is a redevelopment of a former residential development and an extension of an existing residential area to the east.
- The rezoning is clearly consistent with the intent of reducing the overall impact of zoning imbalance on the city's Land Use System.

- The rezoning would not negatively impact existing public service facilities such as schools, parks and streets.

Adequacy of Public Facilities

Water and sanitary sewer services are available to serve the subject property.

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request.

SUMMARY:

The applicant is requesting to rezone 1.1± acres located on the north side of 11th Street, east and west of E Avenue **from** CC **to** PD-GR to accommodate redevelopment of the property.

The proposed zoning request is not in conformance with the Future Land Use Plan, which recommends Freeway Commercial for the property. However, the request is consistent with the Housing Element of the Comprehensive Plan, and the Infill Housing and Rezoning to Meet Demand policy statements which address infill housing and redevelopment opportunities, and acknowledges that there are some nonresidential zoned properties that may be appropriate for rezoning to residential districts.

The proposed rezoning request meets the city's land use policies and the need to provide a variety of housing types for Plano residents. It gives the city an opportunity to convert nonresidential properties that are not likely to develop for nonresidential purposes to residential uses. The zoning request also fulfills the intent of the GR district to provide for infill residential development that is consistent with the unique character of the Douglass Community. Therefore, staff recommends approval of the proposed zoning request.

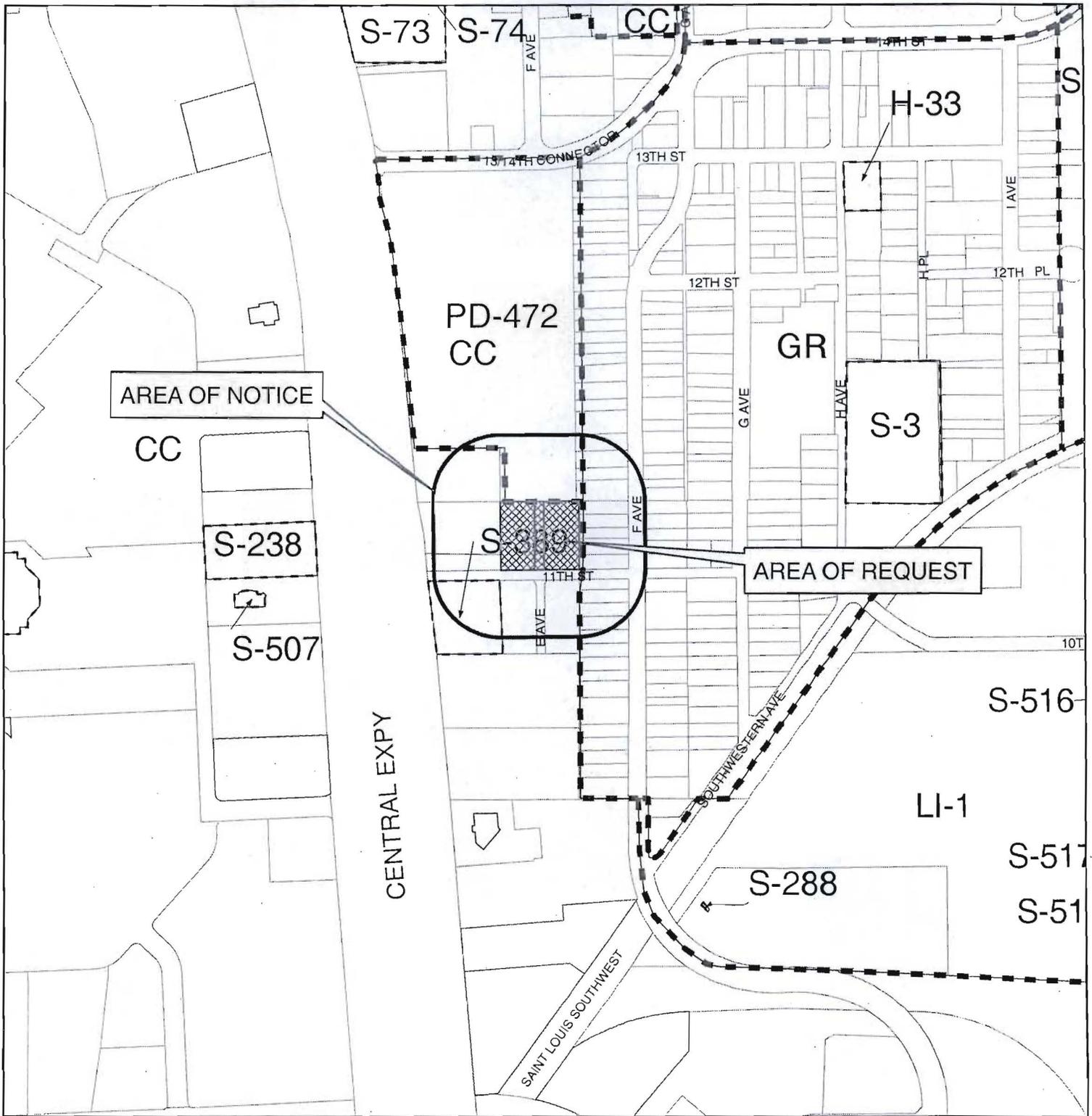
RECOMMENDATIONS:

Recommended for approval as follows:

Restrictions:

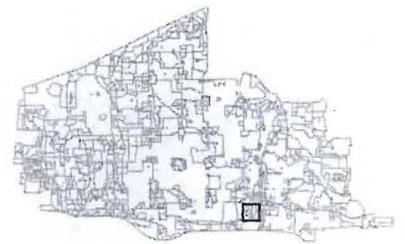
The permitted uses and standards shall be in accordance with the General Residential (GR) zoning district unless otherwise specified herein.

1. Maximum front yard setback on E Avenue shall be 20 feet.
2. No maximum front yard setback is required for lots fronting 11th Street.
3. Side yard setbacks for corner lots fronting 11th Street shall be a minimum ten feet.
4. Minimum lot depth for lots fronting 11th Street shall be 85 feet.
5. Residential Lots fronting 11th Street which are adjacent to a nonresidential zoning district shall be permitted to construct a solid fence (minimum six feet, maximum eight feet) within the required front yard of the residential lot along the shared zoning district boundary line.



Zoning Case #: 2011-09

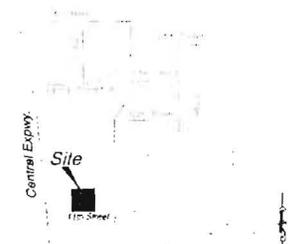
Existing Zoning: CORRIDOR COMMERCIAL



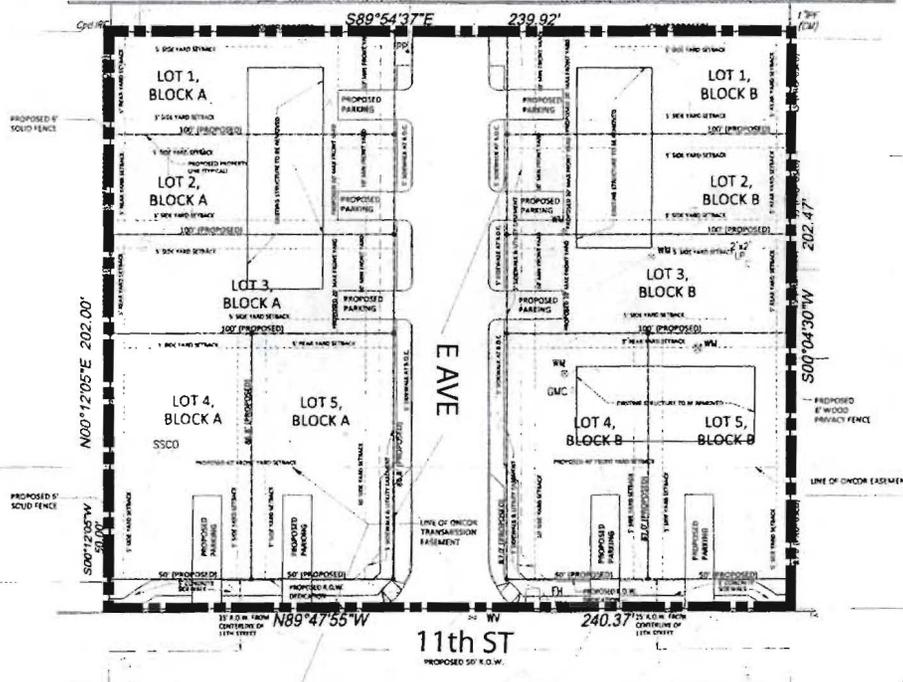
○ 200' Notification Buffer

Lot 1, Block 1, 10,927 Acres
The Home Depot North Central Expressway Addition
100 S. 11th Street, Suite 1000
Dallas, TX 75202
Zone: PD 412.1 (C)

Lot 1, Block 1, 10,927 Acres
The Home Depot North Central Expressway Addition
100 S. 11th Street, Suite 1000
Dallas, TX 75202
Zone: PD 412.1 (C)



VICINITY MAP



11th Street

11th Street

SITE DATA SUMMARY TABLE

LAND USE	RESIDENTIAL
BUILDING HEIGHT	ONE STORY (10 FEET)
EXISTING ZONING	CC (COMMERCIAL CORRIDOR)
PROPOSED ZONING	PD-GR (PLANNED DEVELOPMENT -GENERAL RESIDENTIAL)

REQUEST FOR VARIANCE TO ARTICLE V, (REQUIREMENTS FOR PUBLIC IMPROVEMENTS, RESERVATION AND DESIGN) 5.4 (STREETS AND THOROUGHFARES) 14 (CONTINUATION OF STREETS AND CURB-SACCS) 4 (CUL-DE-SACS) OF THE SUBDIVISION ORDINANCE IN ORDER TO ALLOW FOR DEAD-END PUBLIC STREET WITHOUT A TURNAROUND.

New Collins Ranch 110,091 Ac. ±
2004-06-2105013 CLR
Zone: CC

F Avenue Church of Christ (unplatted)
60,311 Sq. Ft.
1.38 Acres
Zone: CC

Lot 11, Block 3
L.A. Davis Subdivision
100 S. 11th Street
Zone: CR

01 CONCEPT PLAN
SCALE: 1" = 20' 0"

Owner:
Habitat for Humanity of Southern Collin County
Dick Taylor
1400 Summit, Suite 404
Plano, Texas 75074
972.288.0634

Architect:
DOMUS Studio Group, PLLC
Penelope Diaz
PO Box 893298
Plano, Texas 75086
214.547.4069
214.588.0634

Civil Engineer:
RLK Engineering
Robbie Klegger
111 West Marsh St
Allen, TX 75013
972.219.3713

Surveyor:
Roanne Land Surveying, Inc.
Fred Remondorfer
2000 Avenue G, Suite 830
Plano, Texas 75074
972.424.8612

Concept Plan
Subdivision: Habitat 13th Street
10 Planned Development - General Residential Lots
Gross Area: 1.3 Acres
Plano, Collin County, Texas
Joseph Klegger Survey
Abstract #213
Prepared: March 23, 2011
Revised: April 28, 2011
Project Number: 09010



Zoning Case 2011-09

An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 1.1± acres out of the Joseph Klepper Survey, Abstract No. 213, located on the north side of 11th Street, east and west of E Avenue in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-219-General Residential; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 23rd day of May, 2011, for the purpose of considering rezoning 1.1± acres out of the Joseph Klepper Survey, Abstract No. 213, located on the north side of 11th Street, east and west of E Avenue in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-219-General Residential; 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 23rd day of May, 2011; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 1.1± acres out of the Joseph Klepper Survey, Abstract No. 213, located on the north side of 11th Street, east and west of E Avenue in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-219-General Residential, said property being described in the legal description on Exhibit "A" attached hereto.

Section II. The change granted in Section I is granted subject to the following restrictions:

The permitted uses and standards shall be in accordance with the General Residential (GR) zoning district unless otherwise specified herein.

1. Maximum front yard setback on E Avenue shall be 20 feet.
2. No maximum front yard setback is required for lots fronting 11th Street.
3. Side yard setbacks for corner lots fronting 11th Street shall be a minimum ten feet.
4. Minimum lot depth for lots fronting 11th Street shall be 85 feet.
5. Residential Lots fronting 11th Street which are adjacent to a nonresidential zoning district shall be permitted to construct a solid fence (minimum six feet, maximum eight feet) within the required front yard of the residential lot along the shared zoning district boundary line.

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

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

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

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

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

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

PASSED AND APPROVED THIS THE 23RD DAY OF MAY, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ZC 2011-09

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Joseph Klepper Survey, Abstract No. 213, being all of a 0.837 acre tract as recorded in Volume 582, Page 565 of the Collin County Land Records, the northerly 50 feet a 0.55 acre tract as recorded in Volume 575, Page 103 of the Collin County Land Records, and a portion of the northerly 50 feet of a 1.05 acre tract as recorded in Volume 522, Page 46 of the Collin County Land Records with said premises being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found in the north line of said 1.05 acre tract and marking the southeast corner of Price Industries Addition, an addition to the City of Plano as recorded in Volume 0, Page 618 of the Collin County Map Records, said corner also being the northwest corner of said 0.55 acre tract and the southwest corner of said 0.837 acre tract;

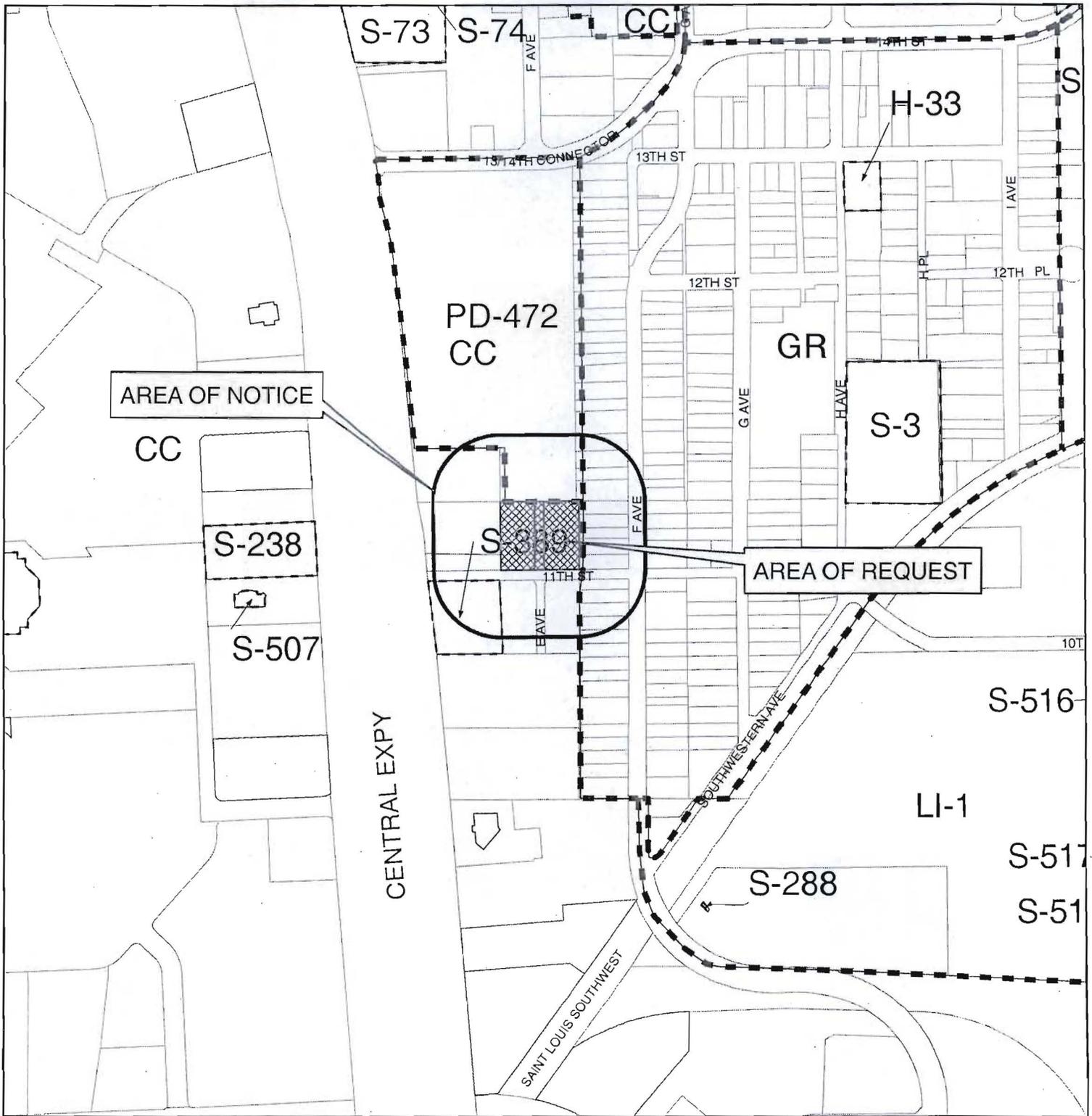
THENCE with the west line of said 0.55 acre tract, South 00° 12' 05" West, 50.00 feet to a Roome 1/2-inch capped iron rod found marking the POINT OF BEGINNING and southwest corner of the herein described premises from which the north back of curb of 11th Street (prescriptive use right-of-way) bears South 00° 12' 05" West, 1.52 feet;

THENCE North 00° 12' 05" East, with the west line of said premises and the west line of said 0.55 acre tract, passing at 50.00 feet said commencing point of commencing and continuing with the east line of said Price Industries Addition, the west line of said premises and 0.837 acre tract a total distance of 202.00 feet to a capped iron rod found marking the northeast corner of said Price Industries Addition, the northwest corner of said 0.837 acre tract, the northwest corner of said premises and being in the south line of The Home Depot North Central Expressway Addition as recorded in Volume H, Page 423 of the Collin County Map Records;

THENCE with the north line of said 0.837 acre tract, said premises and the south line of said The Home Depot North Central Expressway Addition, South 89° 54' 37" East, 239.92 feet to a 1-inch iron pipe found marking the northeast corner of said 0.837 acre tract, said premises, the southeast corner of said The Home Depot North Central Expressway Addition and being in the west line of the L.A. Davis Subdivision as recorded in Volume 1, Page 164 of the Collin County Land Records;

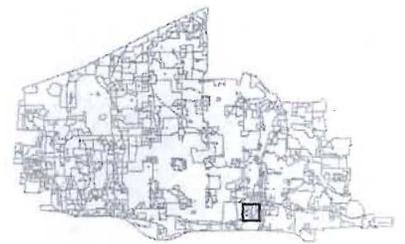
THENCE with the east line of said 0.837 acre tract, said premises and the west line of said L.A. Davis Addition, South 00° 04' 30" West, passing at a 154.27 feet a Roome 1/2-inch capped iron rod found marking the northeast corner of said 0.55 acre tract in the north line of the aforementioned 1.05 acre tract, the southeast corner of said 0.837 acre tract and continuing for a total distance of 202.47 feet to a Roome Capped 1/2-inch iron rod found marking the southeast corner of said premises from which the north back of curb of the aforementioned 11th Street bears South 00° 04' 30" West, 1.15 feet;

THENCE with the south line of said premises and parallel with the back of curb of 11th Street, North 89° 47' 55" West, 240.37 feet to the POINT OF BEGINNING and CONTAINING 48,565 square feet or 1.11 acres of land.



Zoning Case #: 2011-09

Existing Zoning: CORRIDOR COMMERCIAL



○ 200' Notification Buffer

