

CITY COUNCIL

1520 AVENUE K



DATE: 8/13/2012
CALL TO ORDER: 7:00 p.m.
INVOCATION: Tommy Shumate, Minister of Education
First Baptist Church of Plano
PLEDGE OF ALLEGIANCE: Boy Scout Troop 221
Highland Oaks Church of Christ

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND 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></p> <p>Proclamation: The First Baptist Church of Plano is celebrating its 160th anniversary</p> <p>Special Recognition: Henry Baker, in Plano's Public Works Department, saved a citizen whose house was on fire with his quick thinking and actions</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><u>Approval of Minutes</u> July 23, 2012 July 25, 2012</p>	
	<p><u>Approval of Expenditures</u> Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	<p>CSP No. 2012-179-B for the construction of the Technology Services Data Center Phase I to Turner Construction Company, in the amount of \$4,798,000; and authorizing the City Manager to execute all necessary documents.</p>	
(c)	<p>Bid No. 2012-244-B for the purchase of four (4) Trucks from Sam Pack's Five Star Ford in the amount of \$251,935 and three (3) Trucks from MHC Kenworth in the amount of \$291,390 for Fleet Services, to be utilized by Compost Operations, Streets, Utility District #1 & #2, for a total amount of \$543,325; and authorizing the City Manager to execute all necessary documents.</p>	
(d)	<p>CSP No. 2012-84-B for the purchase of a Storage Virtualization, Disaster Recovery & Upgrade Solution, for Technology Services from Lumenate Technologies, LP, in the amount of \$494,082; and authorizing the City Manager to execute all necessary documents.</p>	
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(e)	<p>To approve a Professional Services Agreement by and between the City of Plano and COHERO for the Police Department, in the amount of \$119,000 for RMS Database Replication and N-DEx Data Export through a 2011 UASI LEPTA Grant, and authorizing the City Manager to execute all necessary documents. (Bid No. 2012-261-B)</p>	
	<p>Approval of Change Order</p>	
(f)	<p>To Jerusalem Corporation, increasing the contract by \$330,567 for the 2010-11 Residential Concrete Pavement Rehab Zone L4, Project No. 6174, Change Order No. 1, Bid No. 2012-2-B; and authorizing the City Manager to execute all necessary documents.</p>	
(g)	<p>To Motorola Solutions, Inc., increasing the contract by \$26,816 for an additional portable activation unit for the existing outdoor warning system associated with the CSP P25 Simulcast System, Change Order #10. CSP No. 2009-137-C.</p>	
(h)	<p>To Motorola Solutions, Inc., increasing the contract by \$59,128 for nine (9) APX7000 dual-band (7/800MHz and VHF) portables for brush truck, battalion chiefs and wild land engine apparatus. This change order is associated with the CSP P25 Simulcast System, Change Order #11. CSP No. 2009-137-C.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Resolutions</u></p> <p>(i) To approve the terms and conditions of an Amended and Restated Economic Development Incentive Agreement by and between the City of Plano, Texas, and Denbury Onshore, LLC, a Delaware limited liability company; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(j) A Resolution of the Collin County Commissioners Court and City Council of the Cities of Allen, Frisco, McKinney, Plano, Prosper and Richardson, Texas, supporting Collin Countys prioritization of proposed RTR funded transportation projects.</p> <p>(k) To approve the terms and conditions of an interlocal agreement by and between City of Plano and the University of Texas at Dallas, providing terms and conditions for educational services as part of the City's Professional Development Program; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.</p> <p>(l) To accept the Certified Appraisal Rolls for Fiscal Year 2012-13 for Collin County and Denton County, and providing an effective date.</p> <p>(m) To approve the Investment Portfolio Summary for the quarter ending June 30, 2012 and providing an effective date.</p> <p>(n) To approve the terms and conditions of a technical services contract with Motorola Solutions, Inc.; authorizing its execution by the City Manager; and providing an effective date.</p> <p><u>Adoption of Ordinances</u></p> <p>(o) To amend Section 12-73(d) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to revise the end points for the school zone on Clark Parkway, to revise the end points for the school zone on Cloverhaven Way, and to revise the end points and effective times for the school zone on Maumelle Drive; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.</p> <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p>	

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> <p>(1) Discussion of the FY 2012-13 Proposed Community Investment Program.</p> <p>(2) Public Hearing on the FY 2012-13 Recommended Budget and the FY 2012-13 Proposed Community Investment Program (CIP).</p> <p>(3) A vote on a proposal to consider an increase in the total tax revenue.</p> <p>(4) Consideration of an Appeal of the Heritage Commission's Denial of a Certificate of Appropriateness to reinstall a non-permanent retractable cover on the roof top patio located at 1006 E. 15th Street. Zoned Downtown Business/Government (BG); Heritage Resource #26 Designation (H-26). Applicant: Blackgold Partners/Nathan & Bonnie Shea</p> <p>(5) Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-19 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-20-Mixed Use on 135.3± acres located at the northeast corner of Preston Road and Rasor Boulevard in the City of Plano, Collin County, Texas, to modify the development standards related to Single-Family Residence Attached uses; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: City of Plano</p> <p>(6) Public Hearing and consideration of an Ordinance to authorize the City Attorney to use the City's eminent domain authority to bring a condemnation action for the purpose of obtaining ± 6.031 acres of real property for the public use of parkland, including but not limited to a recreational trail, and/or other public purposes permitted by law; and providing an effective date.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/13/2012		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Proclamation: The First Baptist Church of Plano is celebrating its 160 th anniversary				
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:		08/13/2012		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Special Recognition: Henry Baker, in Plano's Public Works Department, saved a citizen whose house was on fire with his quick thinking and actions.				
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
PRELIMINARY OPEN MEETING
JULY 23, 2012**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor Dyer called the meeting to order at 5:04 p.m., Monday, July 23, 2012, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. 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; receive information regarding Economic Development, Section 551.087; and to discuss Real Estate, Section 551.072 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:10 p.m.

Consideration and action resulting from Executive Session discussion.

No items were discussed.

Personnel - Reappointments

Cultural Affairs Commission

Upon a motion made by Council Member Davidson and seconded by Council Member Duggan, the Council voted 8-0 to reappoint Marilyn Mahoney to a one-year term.

Photographic Traffic Signal Advisory Committee

Mayor Dyer reappointed Phil Head.

Self Sufficiency Committee

Upon a motion made by Council Member Davidson and seconded by Council Member Duggan, the Council voted 8-0 to reappoint Casey Mueller and Cynthia Nye.

Discussion and Direction Regarding Preston at Legacy – Median Left Turn

Director of Public Works Cosgrove provided information on the history of this location including significant traffic congestion and crashes, potential benefits of a median left-turn (MLT) design and Council's desire to explore innovative at-grade improvements. He spoke to Council support in 2005 for an MLT at three locations including Plano Parkway/Preston Road and Spring Creek Parkway/Coit Road, phased implementation, and maintaining flexibility to minimize "change back" impact. Mr. Cosgrove spoke to the design providing a high benefit-to-cost ratio, requiring minimal additional right-of-way, incurring less disruption during construction, providing an improved level of service, and utilizing a Texas U-turn. He advised that other municipalities in Texas are considering similar configurations and spoke to issues following installation including driver inattention, unfamiliarity, and undesirable U-turns and benefits including reductions in crashes and backups.

Mr. Cosgrove advised that a post-construction study by The Texas Transportation Institute found that the design increased traffic flow, improved air quality, reduced backups, eliminated failure to yield crashes, and spoke to the recommendation to install a red-light camera. He reviewed the options of retaining the median left turn or converting back to a conventional design and constructing the other locations, or converting those to conventional designs. Mayor Dyer stated concern regarding the design. Mr. Cosgrove responded to the Council, stating that the design will address high levels of traffic in the future and spoke to the potential for "roundabouts" in the City.

Deputy Mayor Pro Tem Harris spoke in support of converting the intersection back to a conventional design. Mayor Pro Tem Smith and Council Members Davidson and Miner spoke in support of the current design. Mr. Cosgrove spoke to potential improvements that could be made to the other intersections before consideration of MLT's and the potential impact of delays on funding. Mayor Dyer requested continued updates regarding the status of the intersections.

Comprehensive Monthly Financial Report

Director of Finance Tacke advised that the June 2012 report finds General Fund revenues up slightly as a percentage of budget as compared to last year while Water and Sewer revenues are down slightly. She stated that actual General Fund revenues are up \$11.7 million, primarily due to an increase in ad valorem taxes and an increase in sales tax resulting from an audit adjustment. Ms. Tacke also stated revenues were up in court fines, electric and cable franchises, and ambulance services. Ms. Tacke advised that General, Water & Sewer Fund, and Golf Course Fund expenditures are up as a percentage of budget. She advised that the unemployment rate is at 6.2% and that sales tax collections for the month of June are up by \$1.2 million. Ms. Tacke advised that actual revenues for the Water & Sewer Fund are down by \$4 million compared to the prior year due to drought conditions and water restrictions while expenses are up by \$6.5 million.

Spring Citizens Government Academy Review

Director of Public Information Conklin spoke to the sessions held from March 29 through June 7 including the following topics: *Where it All Begins, Building a City, A Day in My Life, Who Ya Gonna Call?, Community Building, and Into Tomorrow*. She spoke to 22 of the 26 participants completing the course, positive survey responses and adjustments for the fall session scheduled for August 30 through November 8. City Manager Glasscock spoke to drawing from current applicants for the next session.

Discussion and Direction Regarding Council Neighborhood Meetings Format

City Manager Glasscock spoke to positive citizen feedback received and requested Council's direction regarding the new format of the neighborhood meetings. The Council spoke positively and concurred with its continuation.

Consideration of 2013 City Council Meeting Dates

City Manager Glasscock spoke to rescheduling dates that conflict with conferences, holidays, etc. and the recommendations to reschedule meetings in March, May and December. The Council concurred with the recommendations.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

Council Member Dunlap requested that Consent Agenda Item "D," Bid No. 2012-201-B for Alley Reconstruction – Ports O'Call Area to Estrada Concrete Co., LLC, in the amount of \$407,633 be removed for individual consideration due to a possible conflict of interest.

Mayor Dyer recessed the Preliminary Open Meeting at 6:52 p.m. and reconvened the meeting at 8:16 p.m.

Discussion and Direction Regarding The Arts Center of North Texas Budget

City Manager Glasscock advised that The Arts Center of North Texas bylaws require preparation/submittal of a budget and stated their intention to dissolve and reorganize as a 501(c)3. He stated that the recommended budget for the remainder of 2011-12 (\$56,000) utilizes only private revenue and no city funds. The Council stated concurrence with the recommendation.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 8:18 p.m.

Phil Dyer, MAYOR

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
July 23, 2012

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor Dyer convened the Council into the Regular Session on Monday, July 23, 2012, at 7:03 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Executive Pastor Jessie Prince of Grace Outreach Center led the invocation and Boy Scout Troop 1776 led the Pledge of Allegiance.

PROCLAMATIONS & SPECIAL RECOGNITION

The Plano Rotary Club presented a trophy to the Plano Police Department as winners of the “Battle of the Badges” and Mayor Dyer recognized receipt of the 2012 Gold Leadership Circle Award from the Texas Comptroller.

COMMENTS OF PUBLIC INTEREST

Citizens Scott Johnson and Fred Frawley spoke regarding the upcoming Friends of the Plano Public Library book sale.

CONSENT AGENDA

Upon the request of Council Member Dunlap, Consent Agenda Item “D” was removed for individual consideration.

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

Approval of Minutes (Consent Agenda Item “A”)
June 25, 2012

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

CSP No. 2012-194-C for one (1) year annual contract with three (3) City optional renewals for street sweeping services estimated in the amount of \$108,047 to Sweeping Services of Texas – Operating, LP, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Bid No. 2012-230-C for a one (1) year contract with three (3) city optional renewals to purchase Traffic Signal Controller Cabinets for Inventory Control & Asset Disposal (ICAD) from Paradigm Traffic Systems, Inc., in an estimated amount of \$110,278 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Bid No. 2012-235-B for Erosion Control Improvements on London Drive, Creekside Lane, and 2 Sanitary Sewer Crossings to ARK Contracting Services, L.L.C., in the amount of \$652,200 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

Bid No. 2012-237-P for the Residential and Arterial Concrete Pavement Under Sealing and Raising Contract, Project No. 6243 to Nortex Concrete Lift and Stabilization, Inc., in the amount of \$1,640,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

Purchase from an Existing Contract

To approve the purchase of replacement light pole structures to support the City’s Motomesh Devices, in the amount of \$220,077 from CoServ Electric through an existing franchise agreement, and authorizing the City Manager to execute all necessary documents (Ordinance No. 2008-4-42). (Consent Agenda Item “G”)

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

To approve a Professional Services Agreement by and between the City of Plano and Walter P. Moore and Associates in the amount of \$62,360 for BNSF Railroad Right-of-Way Drainage Improvements and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

To approve a Professional Services Agreement by and between the City of Plano and R-Delta Engineers, Inc., in the amount of \$231,375 for Royal Oaks Drive Paving and Water Line Replacement; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

Approval of Expenditure

To approve the purchase and installation of eight (8) "Car Detector" ALPR Systems (Automated License Plate Recognition System), including the necessary software licensing and conversion of one existing Platescan system, at a total of \$108,290 from Vigilant Video Inc., through an approved Houston Galveston Area Council (HGAC) cooperative purchasing agreement and authorizing the City Manager to execute all necessary documents. (HGAC Contract Number EF04-11) (Consent Agenda Item "J")

RFQ No. 2012-24-B for Next Generation 9-1-1 Project Management Consultant Services for Public Safety Communications to Mission Critical Partners, Inc., in an amount not to exceed \$200,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "K")

Adoption of Resolutions

Resolution No. 2012-7-1(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between Tollway 121 Hotel, LP and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "L")

Resolution No. 2012-7-2(R): To approve and grant an electric easement to Oncor Electric Delivery Company, L.L.C. on City property, Tennyson elevated water tank site, located at 6825 Communications Parkway; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "M")

Resolution No. 2012-7-3(R): To approve the assignment agreement with the North Texas Municipal Water District for 12 easements located along Cottonwood Creek from the Rowlett Creek Regional Wastewater Treatment Plant to the Upper Cottonwood Creek Lift Station; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "N")

Resolution No. 2012-7-4(R): To approve the terms and conditions of a Hotel Occupancy Tax Grant Agreement for Hotel Marketing and Transportation Costs Pursuant to Texas Tax Code Chapter 351 by and between Tollway 121 Hotel, LP and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "O")

Resolution No. 2012-7-5(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Sachse, Texas to allow the employees of the City of Sachse to take classes offered by City of Plano Professional Development Center, authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "P")

Resolution No. 2012-7-6(R): To nominate Denbury Onshore, LLC, to the Office of the Governor, Economic Development and Tourism through the Texas Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Texas Government Code, Chapter 2303; and providing an effective date. (Consent Agenda Item "Q")

Resolution No. 2012-7-7(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and the City of Allen, Texas and the City of The Colony, Texas permitting specified use of the Plano and Allen Public Safety Radio System by the City of The Colony, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “R”)

Resolution No. 2012-7-8(R): To approve the terms and conditions of an Agreement by and between the City of Plano, Texas and GIS Information Systems, Inc., d/b/a Polaris Library Systems, a sole source provider, for one year maintenance and subscription for a total of \$57,113 and five additional one year renewals not to exceed a five percent (5%) increase per year; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “S”)

Resolution No. 2012-7-9(R): To approve the terms and conditions of a development agreement by and between the City of Plano, Texas and Green Extreme Homes for providing funding for project costs associated with development of workforce housing on 1.5 acres of land located at the southwest corner of G Avenue and 14th Street; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “T”)

Adoption of Ordinances

Ordinance No. 2012-7-10: To abandon all right, title and interest of the City, in and to a portion of that certain Water Line Easement recorded in Volume 4746, Page 481, of the Deed Records of Collin County, Texas and being situated in the G. H. Pegues Survey, Abstract No. 700 and the M. R. Foster Survey, Abstract No. 332, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owners, GSW Land Investors, Hallmark Land Holdings, Inc., and Parkway Heights Homeowners’ Association, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “U”)

Ordinance No. 2012-7-11: To amend Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Bishop Road within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “V”)

Ordinance No. 2012-7-12: To amend Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to amend the prima facie maximum speed limit for motor vehicles operating on Brand Road within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “W”)

Ordinance No. 2012-7-13: To amend Chapter 2, Administration, of the Code of Ordinances of the City of Plano, Texas to include a new section allowing the City Council to remove board, commission, and committee members with or without cause, and providing a repealer clause, a savings clause, a severability clause, and an effective date. (Consent Agenda Item “X”)

END OF CONSENT

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

Bid No. 2012-201-B for Alley Reconstruction – Ports O’Call Area to Estrada Concrete Co., LLC, in the amount of \$407,633 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Mayor Pro Tem Smith, the Council voted 7-0 to approve Bid No. 2012-201-B for Alley Reconstruction – Ports O’Call Area to Estrada Concrete Co., LLC, in the amount of \$407,633.

Council Member Dunlap resumed his seat the bench.

Public Hearing and adoption of Ordinance No. 2012-7-14 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 129 for tax abatement consisting of a 4.624 acres tract of land located in the Samuel H. Brown Survey, Abstract No. 108 and the Jabez Degman Survey, Collin County and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date. (Regular Agenda Item “1”)

Director of Finance Tacke advised that prior to entering into a tax abatement agreement, State Law requires the City to set up a reinvestment zone and conduct a Public Hearing. She further advised that the abatement will be based upon an estimated \$45 million of real property and \$8 million of business personal property as of December 31, 2014; run for a period of ten years from January 1, 2015 to December 31, 2024; and shall be based on an amount equal to 50% for real property and 50% for business personal property.

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

Upon a motion made by Council Member Miner and seconded by Council Member Davidson the Council voted 8-0 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 129 for tax abatement located in the Samuel H. Brown Survey and the Jabez Degman Survey and further to adopt Ordinance No. 2012-7-14.

Resolution No. 2012-7-15(R): To approve the terms and conditions of an agreement by and between the City of Plano, Texas and Tollway 121 Hotel, LP providing for real and business personal property tax abatement; and authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “2”)

Director of Finance Tacke advised that the tax abatement will be between the City and Tollway 121 Hotel, LP and includes real property improvements consisting of 250,000 gross square feet of full-service business class hotel space with a minimum of 285 hotel guest rooms and 30,000 gross square feet of meeting conference space.

Resolution No. 2012-7-15(R) (cont'd)

Upon a motion made by Council Member Miner and seconded by Council Member Duggan, the Council voted 8-0 to approve the terms and conditions of an agreement by and between the City of Plano, Texas and Tollway 121 Hotel, LP providing for real and business personal property tax abatement; and further to adopt Resolution No. 2012-7-15(R).

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-18 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 629 so as to allow the additional use of Day Care Center (In-home) on 0.1± acre of land located on the north side of Oakland Hills Drive, 640± feet west of Norman Drive, in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Connie Cosgrove (Regular Agenda Item “3”)

Director of Planning Jarrell advised that the Zoning Ordinance requires a Specific Use Permit if in-home centers care for more than eight children. She spoke to the business in operation since 1998 and advised that Staff became aware of the number of children due to a Certificate of Occupancy inspection. Ms. Jarrell advised that the Planning and Zoning Commission recommended approval as submitted and spoke previous to Council consideration of another in-home day care in the area.

Mayor Dyer opened the Public Hearing. Applicant Connie Cosgrove spoke to services provided and requested approval of the item. No one else spoke for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Gallagher and seconded by Mayor Pro Tem Smith the Council voted 8-0 to deny the request for a Specific Use Permit to allow the additional use of Day Care Center (In-home) on 0.1± acre of land located on the north side of Oakland Hills Drive, 640± feet west of Norman Drive.

The Council recessed into Executive Session at 7:31 p.m. and reconvened back into the Preliminary Open Meeting thereafter.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY/REGULAR OPEN MEETING
July 25, 2012**

COUNCIL MEMBERS PRESENT

Phil Dyer, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Pat Miner (arrived at 5:04 p.m.)
André Davidson
James Duggan (arrived at 5:03 p.m.)
Patrick Gallagher
Lee Dunlap

STAFF PRESENT

Bruce D. Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Paige Mims, Deputy City Attorney
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Preliminary/Regular Open Session on Wednesday, July 25, 2012, at 5:01 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Presentation of the 2012-2013 Recommended Budget and Proposed Community Investment Program (CIP) to the City Council

City Manager Glasscock stated that the recommended budget is balanced and includes no increase in the tax rate. He advised that Staff used the Council's 2012 Vision Statement and Goals as a guide in preparing the document and spoke regarding key elements to maintain a City known for delivery of very high quality services; vibrant and renewing neighborhoods; well-maintained quality services; safety; a professional staff and the commitment to the best with compensation designed to recruit and maintain the best employees at every position. He spoke to addressing specific goals including Plano Centre and funding for community communication tools and stated the Vision, "Plano is a vibrant, safe and sustainable city with attractive neighborhoods and urban centers, a vital economy, a high degree of mobility and an abundance of educational, recreational and cultural opportunities." Mr. Glasscock spoke of Staff's challenges to ensure that Plano continues to be THE place to live; values and expects excellence; is progressive; offers a high quality of life; is family oriented; is a home to major corporations; offers a broad variety of desirable housing; and re-establishes its identity as a true City of excellence and the best place to live, play and work. He thanked Staff for their efforts in preparing the recommendations.

Director of Budget Rhodes-Whitley advised that the 2012-13 budget includes restoration of services to maintain the quality of services citizens have come to expect; responses to internal pressure points which have occurred due to budget reductions; and responses to address deferred maintenance from previous year's budgets. She stated that the Combined Budget is \$462 million with property and sales tax accounting for 41%, charges for services 33% and fund balances 13.9%. Ms. Rhodes-Whitley advised that combined expenditures total \$423 million with Public Safety at 26.3%, Water/Sewer at 24.9%, General Government at 17.4% and debt service at 10.5%. She advised that the recommendation includes a General Fund balance equal to 30 days of operation in accordance with financial policies; a tax rate remaining at 48.86 cents per \$100 of assessed property valuation; two cents dedicated to the Economic Development Incentive Fund; \$1.5 million to fund U.S. 75 improvements and other redevelopment projects; and a 3% across the board salary increase for non-civil service and 2% for civil service employees. City Manager Glasscock spoke to planned revisions to the Fire Department's paramedic pay structure to address areas highlighted in a recent review. Ms. Rhodes spoke to implementation of other salary adjustments (\$1.9 million); additional positions in the Fire Department, Public Safety and Public Works; an increase in the transfer to the Capital Reserve Fund (\$2.4 million) to provide carpeting at Municipal Center and Plano Centre improvements; funding of Other Post-Employment Benefits (\$500,000/year); Capital Improvement Projects (CIP) coming on line (\$412,606); and an increase in the North Texas Municipal Water District contract (\$6.5 million).

Ms. Rhodes-Whitley spoke to General Fund Revenues projected at \$212 million and advised regarding a decrease in the value of an average single-family home. She stated that the certified appraisal rolls indicate a value of \$25.6 billion with revenue from existing properties at \$405 million and new growth at \$228 million. Ms. Rhodes-Whitley further advised that the majority of growth is in the commercial sector and spoke to Plano's tax rate as compared to other municipalities. She spoke to sales tax receipts projected at \$59 million, recommended 10% water and 5% sewer rate increases to offset projected increases from the North Texas Municipal Water District, and projected water usage for this year at 19.5 billion gallons as compared to the normal average of 22-23 billion. She spoke to the Water & Sewer Reserve Fund (\$3 million), establishment of a Meter/AMR Replacement fund (\$1.5 million), Stage II Water restrictions through FY 2012-13, and cash funded Capital Improvement Projects (FY 2011-12 - \$9.7 million and FY 2012-13 - \$7.4 million). Ms. Rhodes-Whitley reviewed the budget calendar and advised that information will be posted to the City's web site.

City Manager Glasscock advised that the next four items have been identified as having significant impacts on the City and requested Council direction.

Discussion and Direction Regarding Plano Centre

Director of Parks and Recreation Fortenberry spoke to convention centers as large exhibit spaces, typically hosting trade shows; smaller civic centers geared toward local community events; and conference centers designed for small-scale meetings/conferences and typically providing sleeping rooms. She reviewed the history of Plano Centre, spoke to the fulfillment of its original purpose by hosting 300+ events annually and outperforming financial projections (60% cost recovery).

She advised that funding is provided by fees and hotel occupancy taxes and expenses include operations and support of the Convention and Visitor's Bureau. Ms. Fortenberry reviewed challenges including the aging of the facility, increased competition, lack of an on-site hotel, location, and lack of group transportation and spoke to current conference centers within the City.

Ms. Fortenberry compared convention and civic centers, stating that the advantages of a convention center are that it attracts overnight visitors, fuels local spending, creates jobs, attracts new businesses, and potentially entails no operations/maintenance costs. She spoke to disadvantages including a large price tag (\$185-\$200 million) and the potential to out-price local clients such as non-profits and social events. Ms. Fortenberry spoke to advantages of a civic center: assembly space for activities/events, geared toward the local community, relatively low fees, and lower capital costs along with disadvantages: no exhibit hall, limited service, and location. She presented four options: provide cosmetic updates to Plano Centre (\$2-3 million); develop an exit plan for Plano Centre and develop an integrated hotel and convention center (\$185-200 million); renovate and expand Plano Centre (\$10-25 million); and combine the first two options.

Ms. Fortenberry responded to the Council, advising that Plano Centre is not park property and can be sold or exchanged, but that there is no current estimate of its value. She advised that while technology can be improved, losses are driven more by the lack of a hotel and/or large exhibit space. Ms. Rhodes-Whitley advised that the current hotel occupancy tax rate is 7.25%. City Manager Glasscock stated concern related to pursuing a convention center, citing costs and competition and spoke to balancing conference/civic center uses, justifying the use of hotel taxes, renewed business following improvements and potential development in the area of Spring Creek Parkway/U.S. 75. Ms. Fortenberry responded to Deputy Mayor Pro Tem Harris, advising that closing Plano Centre would impact the public's need for assembly space. Council Member Gallagher spoke in opposition to developing an integrated hotel and convention center.

Ms. Fortenberry and Plano Centre Manager Dixon spoke to potential updates that could be funded for \$2-3 million. Mr. Glasscock responded to the Council, advising that Staff will develop a list of potential projects to update Plano Centre along with their costs. Deputy Mayor Pro Tem Harris stated concern regarding spending funds without determining an outcome. Council Member Davidson spoke to retaining Plano Centre and potentially raising the hotel occupancy rate. Ms. Fortenberry advised that Staff will bring back various funding options. Council Member Miner spoke in support of renovation. Council Member Duggan requested Staff provide information regarding possible sale and City Manager Glasscock spoke to the potential for a partnership in which the City maintains ownership of the property. He advised that Staff will develop options that could be utilized in a phased method not to exceed \$10 million.

Discussion and Direction Regarding Residential Inspection Program

Director of Property Standards O'Banner reviewed the history of the program and spoke to registration and inspection of multi-family developments since 2005 and a proposal to expand the program to include tenant occupied single-family, duplex, triplex and quadplex properties. She advised that the program provides safe, secure environments for tenants; maintains community integrity; protects property value; provides an educational resource; and offers a proactive approach to code compliance.

Ms. O'Banner advised that there are currently 116 developments with 28,264 units in the program and stated that incorporation of single-family dwellings would fulfill several Council goals and provide benefits to additional properties. She spoke to implementation in other communities and reviewed the program's scope: systematic inspection of tenant-occupied housing structures with 1-4 units; exclude the registration feature due to anticipated fluctuating database; "tenant-occupied" will include all non-owner occupied dwellings; and inspection of the structure either before a new tenant occupies a dwelling or within a specified time period following a new water utility account activation/change/reconnect. Ms. O'Banner advised that expansion is projected to include approximately 2,500 additional properties, a staff of four and an inspection fee of \$125. She spoke to challenges of expansion including: a fluctuating database of tenant-occupied inventory; property accessibility and inspection scheduling; potential stakeholder resistance; varying perceptions of unequal protocols or increasing housing costs; and potential legal thresholds.

Ms. O'Banner responded to the Council, advising that Staff will rely on water account activity to determine a change in occupants, spoke to the potential for inspection prior to occupancy or within a 30 day period, and advised that the intention is to determine property ownership via City or County records. City Manager Glasscock spoke to contacting the Association of Realtors following Council's preliminary approval. Deputy Mayor Pro Tem Harris spoke to identifying the potential for unintended consequences (including home-based businesses) and the Council stated consensus in directing Staff to proceed to the next step.

Discussion and Direction Regarding Neighborhood Reinvestment Program

Community Services Manager Day spoke to Plano's neighborhoods being 98% built with limited opportunity for traditional, single-family neighborhood development and defined affordable housing as single-family properties at or below \$200,000 in appraised value. She spoke to the impact of large repairs and City support of neighborhood stability through Code enforcement, HUD-funded housing development and rehabilitation, neighborhood focused services, and social service support. Ms. Day spoke to the number of homes in need of significant attention as determined through tracking neighborhood conditions and reviewing property marketability/perception and to the decline in HUD funds for assistance. She spoke to *IBM's Global Business Services' The Neighborhood-Centric City* briefing which reviews the positive impact of local government's investment in the community. Ms. Day referred to the Strategic Plan recognizing the role of vibrant and renewing neighborhoods and requested Council consideration of establishing a Neighborhood Vitality Fund (\$500,000) to complete a multi-departmental, comprehensive review of neighborhood services and develop a Housing Reinvestment Incentive Program. She reviewed the goal to provide a financial incentive for homeowners to proactively maintain their properties to a marketable condition in excess of code minimums by leveraging funds through a public/private partnership; establishing a revolving fund where monies are paid back through loans; focusing on moderate housing; structured to have minimal operational demands; and including measurable results. Ms. Day responded to the Council, advising that the \$500,000 is an initial request and following development of the program Staff may request future funds. The Council spoke to working with financial institutions and concurred in directing Staff to move forward.

Discussion and Direction Regarding Regional Composting Program

Director of Sustainability and Environmental Services Nevil spoke to evaluation of the program in which Plano serves as the composting contractor for the North Texas Municipal Water District (NTMWD). She advised regarding benefits including a reduction of disposal costs, reduction of landfill life and the creation of a beneficial product for the area's clay soil. Ms. Nevil spoke to fees, marketing practices and the growth in sales. She advised that the program operates on three sites and spoke to current equipment priced at \$5.7 million, equipment replacement costs of \$514,737 and maintenance of \$1 million. She stated that last year 70,548 tons were diverted from the landfill, with most coming from Plano and spoke regarding an \$84,769 savings to the General Fund by the processing of Parks and Public Works materials. Ms. Nevil spoke to composting as one component of an integrated solid waste management system designed to develop collection and disposal options that consider long-term environmental impact. She identified three options: 1) discontinue participation in the composting program which would result in an additional \$1 million (rate increase of \$.53) with waste going to the landfill; 2) decline to renew the contract with NTMWD so that composting is moved to another contractor which would result in an additional \$1 million (rate increase of \$.53); or 3) renew the NTMWD agreement at a cost of \$534,375 and evaluate opportunities to increase sales/reduce expenses. Ms. Nevil advised that Staff recommended negotiating the contract renewal including identifying an alternate location for grinding operations and approving the budgets necessary to increase the bagged market and purchase recommended equipment. She advised that this option would result in a reduction of the difference between revenue and expenses to less than \$400,000 in FY 2013-14.

City Manager Glasscock clarified that other member cities would need to approve another contractor, but not the discontinuation of Plano. Ms. Nevil responded to the Council, advising that there is not an excess of raw materials, spoke to including discussions of a grinding site as part of contract negotiations, clarified expenses associated with discontinuance of the program, advised that Plano is not subsidizing other communities and spoke to errors in projections for total conversion tonnage impacting all participants. She further advised that there has been no resolution to issues related to materials being diverted to commercial operations. Mr. Glasscock clarified that this item is funded from an Enterprise Fund and is not a part of the General Fund. The Council stated concurrence with Staff's recommendation and moving forward with negotiations.

City Manager Glasscock advised that Staff would bring forward further information on recommendations at the August 18 Budget Worksession. Nothing further was discussed. Mayor Dyer adjourned the meeting at 7:15 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, 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:		8/13/12			
Department:		Public Works			
Department Head:		Gerald P. Cosgrove			
Agenda Coordinator (include phone #):		Kathy Schonne (7198)		Project No. 6119	
CAPTION					
CSP No. 2012-179-B for the construction of the Technology Services Data Center Phase I to Turner Construction Company, in the amount of \$4,798,000; and authorizing the City Manager or his authorized designee to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2011-2012	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		239,200	7,760,800	0	8,000,000
Encumbered/Expended Amount		-239,200	-346,502	0	-585,702
This Item		0	-4,798,000	0	-4,798,000
BALANCE		0	2,616,298	0	2,616,298
FUND(S): MUNICIPAL FACILITIES CIP					
COMMENTS: Funds are included in the Municipal Facilities CIP. This item, in the amount of \$4,798,000, will leave a current year balance of \$2,616,298 for the Technology Services Facility project.					
STRATEGIC PLAN GOAL: Construction of Technology Services Data Center Phase I relates to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
Staff recommends the Competitive Sealed Proposal of Turner Construction Company, in the amount of \$4,798,000, be accepted as the best value conditioned on the timely execution of necessary contract documents for the construction of the Technology Services Data Center Phase I.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation memo dated July 23, 2012			N/A		
CSP Recap					
Location Map					



TO: Dianna Wike
FROM: Jim Razinha, Facilities Manager
DATE: 23 July 2012
SUBJECT: **TECHNOLOGY SERVICES DATA CENTER PHASE 1, Project No. 6119
CSP Number 2012-179-B**

The Technical Evaluation Team for the subject project evaluated proposals from eight firms.

Award recommendation is based on the following evaluation criteria:

Price:	50%
Technical:	50%

The technical evaluation consisted of the following criteria and weights:

Past performance on similar projects	30%
Project team experience	25%
Quality Control and Warranty Program	20%
Time to construct	25%

J. C. Commercial, Inc. proposed the lowest cost of construction. However, after applying the weight factors to the technical and price scores, J. C. Commercial ranked seventh of the eight proposers evaluated. The Technical Evaluation Team scored J. C. Commercial as well below meeting the needs identified in the solicitation, as the J. C. Commercial proposal did not demonstrate experience in constructing similar projects and that its proposed project team had little experience in similar projects. The evaluating team determined the quality control and warranty programs submitted met the needs. The construction time proposed by J. C. Commercial was the longest of the eight proposers and was 131 days longer than the shortest proposed (nearly 90 days longer than the average).

Turner Construction Company ranked the highest in the technical evaluation and the highest overall of the eight proposers evaluated, even though its proposed price was the fifth lowest. The Technical Evaluation Team scored Turner Construction as well above meeting the needs identified in the solicitation, demonstrating significant experience in similar projects and presenting quality control and warranty programs meeting the needs identified. The time of construction proposed by Turner Construction was the shortest (45 days faster than the average).

Of the other six proposers, Key Construction Texas, LLC ranked second in the technical evaluation, but had the highest proposed price and a construction time nearly three months longer than that proposed by Turner Construction. Key Construction's overall weighted score ranked them fifth of the eight.

As the Technical Evaluation Team felt that Turner Construction Company presented the best qualifications for the Data Center project, Purchasing requested a Best and Final Offer from Turner Construction. Turner's new price proposal was third best among the eight.

Per the weighted scoring of the proposals received and evaluated for the subject construction contract summarized above, I recommend award to Turner Construction Company in the amount of \$4,798,000 and 189 days construction time from Notice to Proceed as being the best value to the City of Plano.



CSP No. 2012-179-B

CSP FOR TECHNOLOGY SERVICES DATA CENTER – PHASE I – PROJECT NO. 6119

RECAP

CSP opening Date/Time: Friday, June 8, 2012 at 3:00 PM

Number of Vendors Notified: 1323

Vendors Submitting “No Bids”: 0

Number of Proposals Considered: 8

J. C. Commercial, Inc.	\$4,677,777
Crossland Construction Company, Inc.	\$4,765,000
Turner Construction Company	\$4,798,000
AUI Contractor, LLC	\$4,849,000
Sedalco, Inc.	\$4,949,000
Bick Group, Inc.	\$4,950,000
MDI Inc. General Contractors	\$5,063,000
Key Construction Texas LLC	\$5,100,000

Proposals Received - Not Considered: 0

Recommended Vendor(s):

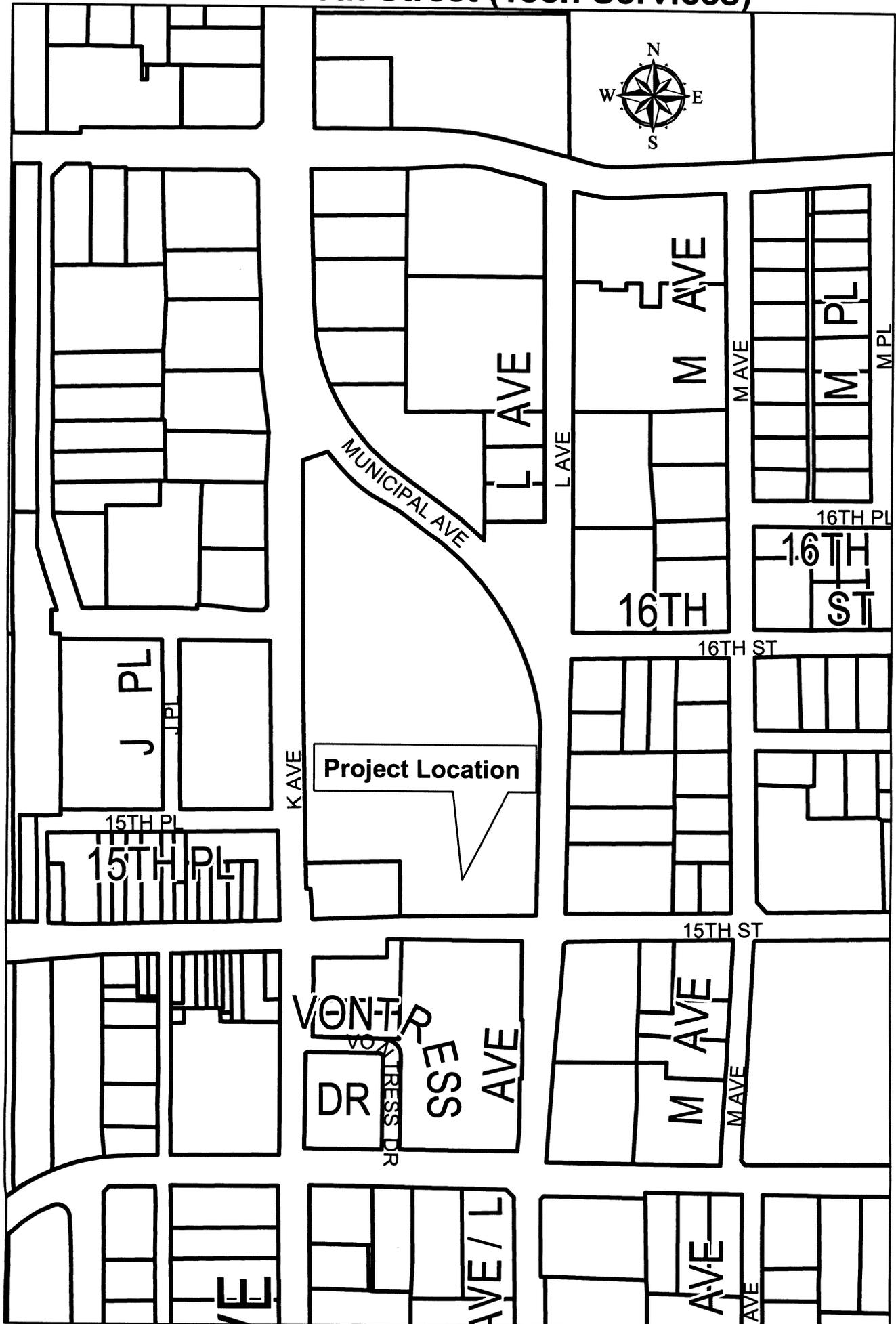
Turner Construction Company	\$4,798,000
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Dianna Wike

July 20, 2012

Dianna Wike, Contract Specialist

1117 E. 15th Street (Tech Services)





**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:		8/13/12		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Earl Whitaker x7074				
CAPTION				
Bid No. 2012-244-B for the purchase of four (4) Trucks from Sam Pack's Five Star Ford in the amount of \$251,935, and three (3) Trucks from MHC Kenworth in the amount of \$291,390, for Fleet Services, to be utilized by Compost Operations, Streets, Utility District #1 & #2, for a total amount of \$543,325, 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: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	690,000	0	690,000
Encumbered/Expended Amount		0	0	0
This Item	0	-543,325	0	-543,325
BALANCE	0	146,675	0	146,675
FUND(s): EQUIPMENT REPLACEMENT FUND				
<p>COMMENTS: Funds are included in the FY 2011-12 Budget to purchase One (1) Single Axle Dump Truck, Three (3) Single Axle Haul Trucks, and Three (3) Tandem Axle Dump Trucks for the scheduled replacements of units #02396, #99802, #99804, #99803, #38007, #38008, #38009. Remaining balance will be used for other Equipment Replacement purchases.</p> <p>STRATEGIC PLAN GOAL: Providing replacement Dump Trucks for the City's Compost, Streets, and Utility Operations Departments relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Staff recommends the bid of Sam Pack's Five Star Ford in the amount of \$251,935 & MHC Kenworth in the amount of \$291,390, for a total amount of \$543,325, be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Fleet Department to be utilized by Compost Operations, Streets, Utility District #1 & #2 (2012-244-B).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo, Bid Recap			N/A	



MEMORANDUM

Date: July 31, 2012
To: Bruce D. Glasscock, City Manager
From: Reid Choate, Fleet Manager
Subject: FY 11-12 Medium & Heavy Duty Truck Purchase Recommendation

After review of all bids received on City of Plano Bid #2012-244-B, it is the recommendation of Fleet Services to award line items 1 and 3 to Sam Pack's Five Star Ford, the lowest responsive, responsible bidder meeting specifications, in the amount of \$251,935.00 and award line item 2 to MHC Kenworth, the lowest responsive, responsible bidder meeting specifications, in the amount of \$291,390.00.

These vehicles are for the scheduled replacement of the following vehicles:

Item 1 Replaces unit 02396 in Cost Center 714/Compost Operations. The department needs a larger capacity, 6-8 yard dump truck to replace an existing F450 dump truck which has a maximum capacity of 3 cubic yards, in order to meet residential delivery demands which have doubled over the past year. The majority of residential customers order between 5 and 10 cubic yards of product, which requires additional trips using the existing dump truck. This piece of equipment will greatly reduce overtime expenses, increase delivery flexibility, and facilitate more efficient scheduling.

Not adding this piece of equipment to the fleet will result in poor customer service, resulting in lost revenues, increased overtime hours, and higher fuel costs due to increased delivery loads.

Item 2 Replaces units 99802 in Cost Center 742/Streets, 99804 in Cost Center 763/Utility District #2 and 99803 in Cost Center 766/Utility District #1. These trucks are utilized to haul debris from street pavement or other underground infrastructure repair locations to the Service Center for further disposal by an outside Sub Contractor in the Debris Hauling Contract.

Item 3 Replaces units 38007 and 38008 in Cost Center 763/ Utility District #2 and 38009 in Cost Center 766/Utility District #1. These trucks are utilized to transport backhoes and other heavy equipment used in the excavation for street or buried infrastructure repairs.

All of the above units are scheduled replacements in the approved FY11-12 Equipment Replacement Fund. Equipment replacement is analyzed based of age, mileage, maintenance cost and re-sale value in determining the need for replacement. Fleet Services recommendation is based on the Equipment Replacement criteria for these types of vehicles. If these vehicles are not replaced we will incur additional maintenance cost and salvage value will greatly be depreciated.

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

CITY OF PLANO

BID NO. 2012-244-B
Medium & Heavy Duty Trucks
BID RECAP

Bid opening Date/Time: July 9, 2012 @ 2:00 pm

Number of Vendors Notified: 621

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 5

Sam Pack's Five Star Ford	\$ 251,935.00
Grande Truck Center	\$ 298,490.00
MHC Kenworth	\$ 587,738.00
Rush Truck Centers-FTW	\$ 614,977.01
Southwest International Trucks, Inc.	\$ 700,720.08

Recommended Vendor:

Sam Pack's Five Star Ford
Line Item(s): 1, 3
\$251,935.00

MHC Kenworth
Line Item(s): 2
\$291,390.00

Total value of this award: \$543,325.00

Earl S. Whitaker

Earl S. Whitaker
Buyer Supervisor

August 3, 2012

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:		8/13/12		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Earl Whitaker x7074				
CAPTION				
CSP No. 2012-84-B for the purchase of a Storage Virtualization, Disaster Recovery & Upgrade Solution, for Technology Services from Lumenate Technologies, LP, in the amount of \$494,082, 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: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,650,000	0	1,650,000
Encumbered/Expended Amount	0	-275,000	0	-275,000
This Item	0	-494,082	0	-494,082
BALANCE	0	880,918	0	880,918
FUND(s): TECHNOLOGY FUND				
COMMENTS: Funds are available in the 2011-12 Technology Fund budget for network storage and disaster recovery projects. The balance of funds will be used for other items related to these projects. STRATEGIC PLAN GOAL: Providing business continuity with upgraded network storage and improved disaster recovery capabilities relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff recommends the proposal of Lumenate Technologies, LP, in the amount of \$494,082, be accepted as the best value proposal, and conditioned upon timely execution of any necessary contract documents for the Storage Virtualization, Disaster Recovery & Upgrade Solution.				
List of Supporting Documents: Award Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies NA	

Memo

Date: 7/19/2012

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: David Stephens, Director Technology Services

RE: Storage Virtualization, Disaster Recovery & Upgrade Solution
(CSP 2012-84-B)

Technology Services proposes purchasing a storage virtualization, disaster recovery and upgrade solution from Lumenate Technologies, LP. Lumenate Technologies, LP is a reseller of the NetApp hardware and software and was chosen as the vendor of choice based upon responses to CSP 2012-84-B. Lumenate Technologies, LP was selected from the five respondents to this CSP.

The purpose of this procurement is to allow Technology Services to upgrade its network storage and improve its disaster recovery capabilities. This procurement will include hardware, software and services to upgrade equipment that is over 6 years old and is nearing the end of the original manufacturer support. Due to the age of the equipment we will soon be unable to obtain manufacturer support for the current equipment. This may lead to an increased risk of service interruption causing a decrease in productivity from employees and a degradation of service to our citizens. The new equipment will allow Technology Services to provision network storage to support the future requirements for the City of Plano employees and the associated services to the citizens.

The expenditure for the hardware, software and services included in this procurement and five years of maintenance on the hardware and software is \$494,081.74.

CITY OF PLANO

CSP NO. 2012-84-B CSP Storage Virtualization, Disaster Recovery & Upgrade Solution CSP RECAP

CSP opening Date/Time: March 19, 2012 @ 3:00 PM

Number of Vendors Notified: 10,404

Vendors Submitting "No Bids": 5

Number of Proposals Considered: 5

Luminate Technologies, LP	\$494,081.74
Clear Technologies	\$625,422.67
FlexSolv Networks	\$837,545.53
Mobius Partners	\$966,216.47
AT&T Global Business Solutions	\$2,640,150.00

Proposals Received - Not Considered: 1

Recommended Vendor(s):

Luminate Technologies, LP	\$494,081.74
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Earl S. Whitaker

July 24, 2012

Earl S. Whitaker, Buyer Supervisor

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:		August 13, 2012			
Department:		Police Department			
Department Head		Gregory W. Rushin			
Agenda Coordinator (include phone #): Teresa Shelstad x7539					
CAPTION					
To approve a Professional Services Agreement by and between the City of Plano and COHERO for the Police Department, in the amount of \$119,000.00 for RMS Database Replication and N-DEx Data Export through 2011 UASI LEPTA Grant, and authorizing the City Manager to execute all necessary documents. (Bid No. 2012-261-B)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	FY 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	164,000	0	164,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-119,000	0	-119,000
BALANCE		0	45,000	0	45,000
FUND(s): UASI LETPA 2011 GRANT FUND					
COMMENTS: Funds are available in the UASI LETPA 2011 Grant for the purchase of RMS Database Replication and N-DEx Data Export Software. The remaining balance of the grant funds will be used for other expenditures as allowed within grant guidelines. STRATEGIC PLAN GOAL: Purchasing equipment for the Police Department with federal grant funds relates to the City's Goals of Financially Strong City with Service Excellence and Safe Large City.					
SUMMARY OF ITEM					
Plano Police Department Staff recommends approval of a Professional Services Agreement by and between the City of Plano and COHERO for the Police Department in the amount of \$119,000.00 for RMS Database Replication and N-DEx Data Export Software through 2011 UASI LEPTA Grant. (Bid No. 2012-261-B) Professional Services are exempt from state competitive bidding requirements.					
List of Supporting Documents: Memorandum, Agreement			Other Departments, Boards, Commissions or Agencies		



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Fax. No. 972-941-2177
www.planopolice.org

MEMORANDUM

DATE: July 30, 2012
TO: Diane Palmer-Boeck, Purchasing Department
FROM: Gregory W. Rushin, Chief of Police *GR*
SUBJECT: Award Recommendation: Contract with Cohero for RMS Data Replication and NIEM Data Export (Software Services)

Plano, TX, is the fourth largest city in the Dallas-Ft. Worth metroplex, with a population of over 260,000. The Plano Police Department is also one of the largest agencies in the area, with an authorized strength of 572 full and part-time employees (342 sworn / 230 civilian). For many years, the Plano Police Department has worked closely with other area law enforcement agencies to investigate criminal cases that are believed to be cross-jurisdictional or that share possible commonalities with regard to patterns or participants. In addition, the City of Plano maintains a strong mutual aid relationship with a significant number of local city, county, regional, state, federal, volunteer, faith-based, and private partners in order to effectively prepare for, protect against, respond to, recover from, and mitigate any emergency or disastrous event. These partnerships are enhanced through mutual aid agreements, memorandums of understanding, and inter-local agreements. In 2004, the President signed the Intelligence Reform and Terrorism Prevention Act. Section 1016 of this law called for the creation of an information-sharing environment (ISE) and defined it as an approach that facilitates the sharing of terrorism information. The law enforcement community gained the additional mission of detection, deterrence, and prevention of future terrorist attacks.

Collin County, through its Department of Homeland Security, owns and operates a web-based North Central Texas Fusion Center (NCTFC), which collects and stores data for use by various law enforcement agencies when investigating matters related to homeland security, bio-terrorism, and police enforcement actions. The NCTFC is a collaborative effort that provides resources, expertise, and information to all agencies in the region with the goal of maximizing their ability to detect, prevent, investigate, and respond to criminal and terrorist activity. The ultimate goal of the NCTFC is to provide a means where law enforcement, public safety, and private partners can come together with a common purpose and improve the ability to protect our homeland and prevent criminal activity. A number of other regional, state, and federal secure collaborative information systems are also available for use by law enforcement agencies throughout the State of Texas. These include, but are not limited to, the Texas Data Exchange (TDEx), National Data Exchange (N-DEx), North Central Texas Council of Governments (NCTCOG) Law Enforcement Analysis Portal (LEAP), and the Law Enforcement Information Exchange (LInX). In an effort to best utilize these available resources, the Plano Police Department seeks to establish a reliable and timely method for secure electronic transfer of data from our Records Management System (RMS) to other authorized networks. Timely sharing of information with the NCTFC and these other criminal justice data exchanges is crucial in adhering to the Intelligence Reform and

Terrorism Prevention Act, while also greatly enhancing our ability to cooperatively investigate criminal offenses that occur within the City.

Per the City of Plano Technology Services Department, before RMS data can be shared by the Police Department with the NCTFC or any other system, we must first implement a replicated data warehouse (create a duplicate of all pertinent records), to ensure the integrity of data is maintained on the primary RMS server, prevent service disruptions caused by data queries during extraction, and provide data redundancy for fault-tolerance and disaster recovery purposes. Once this new working server has been made available, we will then carefully export selected data, based on a number of agreed-upon logical filters, to ensure that only the appropriate files are transferred. To ensure optimal data integrity and compatibility with other systems, the extracted data will be converted to match the federally-supported National Information Exchange Model (NIEM). All information shared with the NCTFC and other databases will also be handled in accordance with the "Criminal Intelligence Systems Operating Policies," 28 CFR Part 23, U.S. Executive Order 12291.

The Police Department has received quotes from Cohero for RMS server data replication at a cost of \$49,250 and the NIEM data export for \$69,750, resulting in a total expenditure of \$119,000 for software services related to this project. This amount includes the first year of software maintenance, which will then be provided by Cohero for a recurring annual fee. Cost for this support begins at \$13,685 for year two and then renews thereafter at a rate increasing 3% annually to adjust for anticipated inflation (\$14,096 for year three, \$14,519 for year four, and \$14,955 for year five). Funding of \$164,800 for all of the equipment and software required for completion of this project and first year of support has been secured by way of a 2011 Urban Area Strategic Initiatives (UASI) Grant. It is anticipated that the remaining grant funds will be sufficient to cover all necessary hardware expenses, including the server, firewall, and secure FTP site; therefore, no supplemental initial costs should be incurred by the City of Plano. There will be some TS staffing demands, including interaction with vendors during procurement and implementation of the necessary equipment and final configuration of the data extraction and transfer process.

Through the implementation of this replicated data warehouse and NIEM export functionality, the Plano Police Department will gain the ability to share critical information with the NCTFC, TDEx, N-DEx, LEAP, and LInX. Having this information will allow the fusion center to analyze it with other information received and disseminate needed intelligence as a regional resource for all NCTFC partners (local, state and federal) to share, and the exchange with other databases will broaden our investigative capacity through the use of shared resources and criminal case comparisons. The Police Department strongly recommends procurement of these services under a professional services agreement. Failure to approve this request will result in a missed opportunity for the Police Department to enhance its ability to solve crimes and ensure public safety through a collaborative exchange of information with regional law enforcement agencies and other authorized government entities throughout the United States. We will also lose grant funds that have already been awarded and are currently available for this specific purpose.

GWR/ph

**AGREEMENT BY AND BETWEEN
CITY OF PLANO, TX AND COHERO
FOR RMS DATABASE REPLICATION and N-DEx Data Export**

THIS AGREEMENT is made and entered into by and between **COHERO**, a California corporation, whose address is 3912 Georgia St, San Diego, CA 92103 hereinafter referred to as "COHERO," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "CUSTOMER or CITY" to be effective upon execution of this Agreement 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:

1. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

1. This Agreement
2. Exhibit "A" – Statement of Work
3. Exhibit "B" – Software License Agreement
4. Exhibit "C" – Insurance Certificate
5. Exhibit "D" – Affidavit of No Prohibited Interest
6. Exhibit "E" – Vendor Connection Agreement

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

2. SCOPE OF SERVICES

COHERO shall provide services described in the Agreement Documents and Exhibit "A" attached hereto. These services shall be provided in accordance with this Agreement.

At CUSTOMER's request, COHERO may also provide additional services under this Agreement at COHERO's then-applicable rates for such services or goods under any additional Agreement addendums as executed by the CUSTOMER.

3. SOFTWARE DEVELOPMENT

COHERO shall perform software development as necessary to deliver products or services described in the Agreement Documents and Exhibit "A" attached hereto. These services shall be provided in accordance with this Agreement.

4. SUPPORT SERVICES

During the term of this agreement, COHERO shall provide the services necessary to remedy any software error attributed to COHERO and which significantly affects use of the Software Products described in Exhibit "A" and is reproducible and verified by COHERO ("Software Error"). Such services shall be accomplished in accordance with the priority system outlined below after CUSTOMER has identified and notified COHERO of any such error in accordance with COHERO's reporting procedures.

Support of non-COHERO developed software applications and systems, without access to source code, will be done on a best effort basis, making reasonable efforts to identify and implement workarounds, minimize the impact of exceptions, and if no other options exists and where feasible, identify or develop alternative solutions.

COHERO shall provide primary service and support from 8:00 AM until 4:00 PM Pacific Time (10:00 AM until 6:00 PM Central Time) Monday through Friday, holidays excepted. After hours, on-call support is available for Priority One issues. The priorities are defined as:

A. PRIORITY ONE

Critical Software Errors: Software Errors that prevent or substantially interfere with operation of the Software Products for their primary intended purpose on a system wide basis, such as those errors that can cause unrecoverable loss of data or prevent the Software Products from running.

Response: Upon receipt of notification from CUSTOMER, COHERO shall respond within the next four (4) hours of the business day followed by action to resolve the problem as soon as reasonably possible, including, where feasible, providing a workaround for the problem pending such resolution.

B. PRIORITY TWO

Major Software Errors: Software Errors that do not prevent or substantially interfere with operation of the Software Products for their primary intended purpose or are not system wide, but that do prevent or materially interfere with end user performance of common functions.

Response: COHERO shall respond within the next eight (8) hours of the business day(s), followed by action to provide a workaround and/or resolve the problem within a reasonable time, taking into consideration the effect of the Software Error on CUSTOMER's operation of the Software Products.

C. PRIORITY THREE

Minor Software Errors: All other Software Errors not described above.

Response: COHEROs shall respond within five (5) business days, and provide a resolution within a reasonable time, taking into consideration the nature of the software error, the effect upon operation of the Software Products, and the reasonable requests of the CUSTOMER with respect to such correction.

5. NOTIFICATION BY CUSTOMER

COHERO shall provide either a form and e-mail address or a web form on the COHERO website that CUSTOMER will use to provide issue notification. Receipt of the notification will trigger the response times required under the previous paragraph. COHERO shall also provide CUSTOMER a telephone number that will be used to address service issues. COHERO may, from time-to-time, make changes to its notification procedures, forms or numbers. COHERO shall immediately notify CUSTOMER, in writing, of any such changes.

6. SUPPORT BY CUSTOMER

CUSTOMER agrees to provide COHERO with data, as requested, and with sufficient support and test time on CUSTOMER's computer systems to duplicate the problem, verify that the problem is with support Software Products, and verify that the problem has been resolved.

CUSTOMER shall provide such system administration services on CUSTOMER's system and network as may be required to keep the system and network upgraded and in acceptable operating condition. **COHERO does not provide system administration services under this Agreement. Corrections and support efforts for system/network upgrades and new equipment or defects and difficulties due to system administration issues shall be billed at COHERO's standard charges for labor, material and per diem.**

7. CUSTOMER MODIFICATIONS

CUSTOMER shall inform COHERO in writing of any modifications made by CUSTOMER to the Software Products or interfaces to the Software Products. **Modifications to the Software Products may void this Agreement and/or the Software License Agreement.** Refer to the Software License Agreement for limitations as to CUSTOMER rights and use. COHERO shall not be responsible, under this Agreement, for maintaining CUSTOMER modified portions of the Software Products or interfaces or for maintaining portions of the Software Products affected by CUSTOMER modified portions of the Software Products or interfaces. Corrections for difficulties or defects traceable to CUSTOMER's errors or software changes shall be billed at COHERO's standard time and material charges.

8. REMOTE ACCESS

CUSTOMER shall install and maintain for the duration of this Agreement, an Internet accessible remote access system or Virtual Private Network (VPN) providing remote access to CUSTOMER's systems. CUSTOMER shall pay for installation, maintenance and use of such equipment and any associated use charges. COHERO shall use this VPN line in connection with support and error correction. CUSTOMER is entitled to require that access by COHERO shall be subject to prior approval by CUSTOMER in each instance. COHERO agrees to the terms and conditions set forth in the Vendor Connection Agreement attached hereto and incorporated herein as Exhibit "E".

9. BACKGROUND CHECKS

Employees of Cohero will submit to background checks to verify their eligibility to access secure systems through a mutually agreed upon process. All background investigations will be done at CUSTOMER's expense.

10. SOURCE CODE Cohero agrees to provide CUSTOMER a copy of the source code upon delivery of the application.

11. TITLE TO SOFTWARE

The Software Products and any improvements, modifications and changes to the Software Products provided hereunder and all copies thereof are proprietary to COHERO and title thereto remains with COHERO. All applicable rights to patents, copyrights, trademarks, and trade secrets in the Software Products and the improvements, modifications and changes thereto are and shall remain with COHERO. CUSTOMER shall not sell, transfer, publish, disclose, display or otherwise make available the Software Products or improvements, modifications or changes thereto or copies thereof to others. CUSTOMER agrees to secure and protect each program, Software Product and copies thereof in a manner consistent with the maintenance of COHERO's rights therein and to take appropriate action by instruction or agreement with its employees who are permitted access to each program or Software Product to satisfy its obligations hereunder. All copies of the Software Products, or improvements, modifications or changes thereto made by CUSTOMER including translations, compilations, partial copies with modifications and updated works are the property of COHERO.

Violation of any provisions herein shall be the basis for immediate termination of this Software Maintenance Agreement.

12. WARRANTY COHERO warrants and covenants to Customer that all goods and services provided by COHERO and COHERO'S agents under the Contract shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the Statement of Work attached and incorporated herein as "Exhibit A". COHERO warrants that the Software Products will perform in accordance with the CUSTOMER's approved design specifications for a period of one (1) year from the date of delivery.

13. CUSTOMER REMEDIES

COHERO's liability as related to products and deliverables will include (a) return of the price paid, or (b) repair or replacement of the Software Product that does not meet the Warranty and which is returned to COHERO with proof of purchase. Said repairs or replacement shall be completed within sixty (60) calendar days, or, in the case of repairs not reasonably susceptible to completion within said sixty (60) day period, action to complete the repairs is commenced within such period and continued with diligence until completed. This Warranty is void if failure of the Software Product has resulted from accident, abuse, or misapplication. Any replacement Software Product will be warranted for the remainder of the original warranty period or three (3) months, whichever is greater. Notwithstanding the foregoing, the Customer shall have the right to pursue available remedies available under the law.

14. CONFIDENTIALITY

This Agreement, including but not limited to the Exhibits herein, and all material and documentation relating to the Software Products and any modification thereto, including but not limited to documentation, source code, object code, software design, structure and organization, software screens, overall concept and feel of the software and the user interface (collectively called "Cohero Confidential Information") is highly competitive, proprietary information which constitutes trade secrets and confidential information. COHERO believes the public disclosure of such information would cause substantial hardship to their competitive position in the marketplace. CUSTOMER shall keep confidential all such Confidential Information to the extent CUSTOMER may do so pursuant to state and federal law. If CUSTOMER receives a request, demand order or other action by a third party for release or disclosure of COHERO Confidential Information, it shall promptly give COHERO notice of such request and give COHERO the opportunity to contest, oppose or otherwise respond to such action before its release. Without limiting the generality of this paragraph, the following protective provisions shall apply to the Software Products and COHERO documentation:

CUSTOMER shall, during the term of this license, and thereafter, hold the Software Products and COHERO Documentation, including any copies thereof and any documentation related thereto, in strict confidence. CUSTOMER shall not permit any person or entity to obtain access to it except as required for CUSTOMER's own internal use hereunder or as required by law.

CUSTOMER shall not attempt or authorize others to attempt to learn the trade secrets, technology, know-how and other Confidential Information contained in the Software Products or COHERO Documentation by duplication, decompilation, disassembly, other forms of reverse engineering, or other methods now known or later developed.

CUSTOMER shall inform COHERO, promptly in writing, of any actual or suspected unauthorized use, copying, or disclosure of the Software Products, COHERO Documentation or related materials.

The obligations specified in this Section shall survive the expiration, termination or rescission of this Agreement and such obligations shall continue in full force and effect for a period of three (3) years thereafter.

Notwithstanding any other provision of this agreement, the parties understand that CUSTOMER is a governmental entity required to comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) ("TPIA" or the "Act") when responding to records requests made under the Act. Pursuant to the requirements of TPIA, if the CUSTOMER receives a request for information which COHERO has marked or identified as being confidential, trade secret, commercial, financial or proprietary information, the CUSTOMER will respond to the request in accordance with the procedures set forth in Section 552.305 of the Act. Specifically, the CUSTOMER will notify COHERO of its receipt of the request and request an attorney general decision identifying the exception(s) to disclosure believed to apply. The Parties acknowledge that TPIA requires a brief to be

submitted to the attorney general explaining why the claimed exceptions apply to the information in issue. CUSTOMER shall not be obligated submit the brief supporting those claimed exceptions. COHERO shall be solely responsible for submitting the brief and the documents in issue to the attorney general.

Should the attorney general render a decision indicating that all or a part of the information must be disclosed, the CUSTOMER shall be permitted to disclose the information unless COHERO successfully contests the attorney general decision in accordance with the requirements of TPIA. Nothing in this agreement shall require the CUSTOMER to institute or participate in any litigation relating to an open records request for information that COHERO considers to be confidential.

15. LICENSES

COHERO may provide Software Products under this Agreement and may provide other software that has been licensed from third parties. COHERO shall grant licenses or sub-licenses to CUSTOMER for the Software Products as specified under Exhibit "B". CUSTOMER will execute each and every license agreement as required and monitor compliance on a reasonable basis.

The Software Products provided under this Agreement are licensed with an unlimited use site license.

16. RIGHTS AND TITLE

COHERO retains all rights, title and interest, including derivatives, in all source code and processes, documents, drawings, specifications, and similar information related to the Software Products.

17. PAYMENT

Payment hereunder shall be made to COHERO within thirty (30) days of receiving COHERO's invoice for the services described herein. The total amount of the Agreement and the payment milestones are as described in Exhibit "A" attached hereto and incorporated herein.

18. TERM

The term of this Agreement shall be a period of one (1) year commencing upon the effective date hereof.

19. CUSTOMER CONTACT

If requested by COHERO, CUSTOMER will provide COHERO 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 CUSTOMER's personnel to maintain contact, as needed, with COHERO.

20. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

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

21. INDEMNIFICATION AND HOLD HARMLESS

AGREEMENT

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COHERO 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, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY COHERO'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 COHERO, 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 COHERO 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.

COHERO AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CUSTOMER AGAINST ALL SUCH CLAIMS. CUSTOMER RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CUSTOMER IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CUSTOMER IS NOT TO BE CONSTRUED AS A WAIVER OF COHERO'S OBLIGATION TO DEFEND CUSTOMER OR AS A WAIVER OF COHERO'S OBLIGATION TO INDEMNIFY CUSTOMER PURSUANT TO THIS AGREEMENT. COHERO SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CUSTOMER'S WRITTEN NOTICE THAT CUSTOMER IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF COHERO FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CUSTOMER SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND COHERO SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CUSTOMER.

IN ADDITION TO COHERO'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN COHERO 'S OPINION IS LIKELY TO OCCUR, COHERO SHALL, AT ITS EXPENSE: (A) PROCURE FOR THE CUSTOMER THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT THE CUSTOMER A REIMBURSEMENT FOR THE PRODUCT. COHERO WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY COHERO TO CITY WHETHER MANUFACTURED BY COHERO OR A THIRD PARTY. COHERO REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, THE CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY COHERO TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND THE CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. THE CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION. THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE COHERO PURSUANT TO PARAGRAPH 3 IN THE HEREIN INDEMNIFICATION SECTION.

22. TIME AND PLACE OF SERVICE

Service will be provided remotely unless otherwise stated in the Agreement Documents.

Unless otherwise stated, the hours of service will be 8:00 AM until 4:00 PM, Pacific Time, (10:00 AM until 6:00 PM Central Time) Monday through Friday, holidays excepted.

23. COMPLIANCE WITH APPLICABLE LAWS

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

24. VENUE

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

25. ASSIGNMENT AND SUBLETTING

COHERO agrees to retain control and to give full attention to the fulfillment of this Agreement and that this Agreement shall not be assigned without the prior written consent of CUSTOMER, except for assignments to a COHERO affiliate. An assignment of this Agreement with the consent of the CUSTOMER or to an affiliate of COHERO is conditioned on the assignee agreeing to be bound by the terms of this Agreement. COHERO may subcontract any portion of its performance under this Agreement. COHERO further agrees that the subletting of any portion or feature of the work, or materials required in the performance Service Contract of this Agreement, shall not relieve COHERO from its full obligations to CUSTOMER as provided by this Agreement. In the event any additional or different subcontractors are required or requested by CUSTOMER, or in the event CUSTOMER rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in Agreement price and/or schedule shall be mutually agreed upon.

26. INDEPENDENT CONTRACTOR

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

27. INSURANCE AND CERTIFICATES OF INSURANCE

COHERO shall procure and maintain for the duration of the Agreement insurance coverage as set forth in Exhibit "C".

28. FORCE MAJEURE

Neither party is liable for delays or lack of performance resulting from any causes beyond the reasonable control of a party including acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in the CUSTOMER.

29. AFFIDAVIT OF NO PROHIBITED INTEREST

COHERO acknowledges and represents COHERO 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 Agreement voidable. COHERO has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C".

30. TERMINATION FOR CAUSE

If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The defaulting party will have thirty (30) days to provide a written plan to cure the default and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement a cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

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

31. TERMINATION FOR CONVENIENCE

CUSTOMER 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 Agreement, terminate further work under this Agreement, in whole or in part by giving at least thirty (30) days prior written notice thereof to COHERO with the understanding that all services being terminated shall cease upon the expiration of the 30-day period.

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

32. SEVERABILITY

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

33. MAILING OF NOTICES

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

City of Plano
1117 E. 15th Street
Plano, Texas 75074
Attn: Danny Housewright

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

Cohero
3912 Georgia St.
San Diego, CA 92103
Attn: David Greenberg

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 delivered to the receiving party.

34. ENTIRE AGREEMENT

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

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

35. AUTHORITY TO SIGN

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

36. SUCCESSORS AND ASSIGNS

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

37. HEADINGS

The headings of this Agreement 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 Agreement by signing below.

CITY OF PLANO, TX

COHERO

By: _____

By: _____

Name: _____

David Greenberg
President

Title: _____

Date: _____

Date: _____

ACKNOWLEDGMENTS

STATE OF CALIFORNIA §
 §
COUNTY OF SAN DIEGO §

This instrument was acknowledged before me on the ___ day of _____, 2012 by
_____, *(Authorized representative)* _____ *(Title)* of
COHERO, a California corporation, on behalf of said corporation.

Notary Public, State of California

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2012 by
_____, *(Authorized representative)* _____ *(Title)* of
CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT "A"
Statement of Work
(See attached)



Statement of Work

**RMS Database Replication
And
N-DEx Data Export**

City of Plano Police Department

June 18, 2012

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1. Project Overview

1.1 Phase 1: Database Replication

The Plano Police Department intends to implement a Data Warehouse and Data Sharing initiative to extend its internal capabilities to search and report information from the RMS, and to share elements of this information with other authorized state and federal law enforcement agencies.

This project phase will design and implement SQL Server replication for the Police RMS database. The replicated database will serve as the foundation for the RMS data warehouse, supporting ad-hoc queries and reporting, while reducing the performance impact of these queries on the main RMS database. The data warehouse will further provide the platform for data sharing, including an interface to the federal NDEX system.

1.2 Phase 2: N-DEx Data Export

The Plano Police Department intends to implement a Data Warehouse and Data Sharing initiative to extend its internal capabilities to search and report information from the Police RMS, and to share elements of this information with other authorized state and federal law enforcement agencies.

This project phase will design and implement an interface to the federal N-DEx system. It will be implemented using the Cohero Universal Export Framework to extract data from the warehouse into a NIEM compatible XML format used by N-DEx. The NIEM data will be electronically submitted to N-DEx.

2. Deliverables

2.1 Phase 1: Database Replication

2.1.1 Database Replication Setup and Configuration

Cohero will design and implement database replication between the existing RMS SQL Server 2005 database (source) and a new SQL Server 2005 database (warehouse).

The database will be copied in near real-time from the source database to the warehouse database. The warehouse data will be provided in the same structure as the source database. The replication will be one-way, with no transfer of data back from the warehouse database to the source database.

Minimal changes will be required of the source database in order to prepare it for replication. Selected additional columns or database objects may need to be added to support replication requirements. Cohero will endeavor to implement a solution that does not require modification of existing database objects, but if such modification cannot be

avoided, Cohero will work with the customer and other affected providers to identify and test a mutually-agreeable approach.

The data warehouse database will be deployed to a separate Windows/SQL Server provided for this project by the City. Cohero will consult with the City to define the specifications for the data warehouse server.

The tasks involved in this effort are:

- Specify the hardware, system software and database software requirements.
- Identify the database objects for replication and any relevant filters or transformations (tables, views, stored procedures, triggers).
- Evaluate database object structures to ensure compatibility with replication process, including primary and foreign key constraints.
- Identify the replication methodology that will best suit the data warehouse with acceptable impact to the main RMS database (transactional, snapshot or log shipping).
- Implement and test source database structure changes required for replication compatibility.
- Configure operational replication tasks, including subscriptions/publications and maintenance tasks.

Assumptions:

- The RMS document store will not be replicated. Paths for RMS documents will continue to point to their original RMS document store locations.
- Customer provides a copy of existing database to be used for development and testing by Cohero.
- The source database server has adequate disk storage available to support required database replication snapshots.
- Customer provides, installs and administers the new server hardware, operating system, SQL Server, and any other required system software for the data warehouse.

2.1.2 Design Specification

Cohero will deliver a design specification for the project that will identify in detail the functionality and technical implementation. The specification will be reviewed and approved by the customer project contact. The specification will be the controlling document as it pertains to the acceptable functionality.

2.1.3 Documentation and Training

Cohero will provide the following documentation:

- Technical/Administrator document outlining the required ongoing system and database administration

Cohero will provide the following training:

- 2 hour interactive remote session demonstrating the replication process, system administration and any troubleshooting recommendations

2.2 Phase 2: N-DEx Data Export

2.2.1 N-DEx Data Export Application

The data export framework will extract data from the warehouse into a NIEM XML format defined by N-DEx. A data submission service will monitor the warehouse database for new and changed activity data based on the requirements in Section 2.3. For each new or changed activity that meets the requirements for export, the service will extract the XML data and narratives and FTP them to a server.

The N-DEx interface will be implemented using modern technology and standards, including latest .NET framework and NIEM standard. This provides for more cost effective and rapid implementation of future interfaces.

The supporting components for this export include the following:

N-DEx Interface Service

This Windows service manages the overall N-DEx export process. It monitors the warehouse database for changed activity data. When changed data is observed it will be evaluated against the export criteria. For each activity that is eligible for export, the interface service requests XML data from the Cohero Universal Export Framework and sends the resulting XML file to the FTP server. The service tracks the exported activities and determines when update or deletes are appropriate.

Cohero Universal Export Framework

The export framework extracts activity data into flexible data objects and manages the conversion of the data objects into NIEM XML.

RMS to NIEM data mapping

This activity provides rules to the Cohero Universal Export Framework. The rules define the conversion of RMS data into NIEM format data that is compatible with N-DEx. This process includes an extensive data comparison and mapping process, matching data fields in RMS to data fields in the N-DEx. Lookup values from the RMS format must be converted to N-DEx format. The fields to be exported will include the fields outlined in Appendix SOW-1.

The N-DEx data submissions will execute once a day, exporting activities matching the predefined selection criteria. The N-DEx interface is a one-way interface, posting data to a file store, which authorized entities access to obtain records.

A monitoring system will be provided to identify the status of the service and the status of exported activities.

Changes may be required of the warehouse database in order to prepare it for the interface, such as additional or modified database objects.

The target server for deployment of the interface will be identified as part of the specification process.

Assumptions:

- Data warehouse is implemented. This scope of work cannot be executed without the data warehouse.
- Data is submitted to N-DEx in the NIEM schema standard and delivered via FTP to a staging server.
- Modified records are resubmitted to N-DEx in their entirety (instead of attempting to submit just the changed elements).
- Customer provides a copy of existing database to be used for development and testing by Cohero.

2.2.2 Design Specification

Cohero will deliver a design specification for the project that will identify in detail the functionality and technical implementation. The specification will be reviewed and approved by the customer project contact. The specification will be the controlling document as it pertains to the acceptable functionality. The design document will include the requirements specified in section 2.3.

2.2.3 Requirements

The project will adhere to the following requirements:

1. **Daily Export:** Eligible activities will be automatically exported once a day at a pre-determined time
2. **Individual XML files:** Eligible activities will be exported to individual XML files
3. **Narrative Files:** Eligible narrative and supplemental narrative files will be referenced in the XML data file and copied to the appropriate output directory
4. **File Names:** Exported files names for both data files and narratives will be based on the following format: activity_num_prefix+activity_num+activity_type.

- a. Unique suffixes will be appended to narrative files when more than one narrative is associated with the report.
5. **File Cleanup:** The application will not manage the cleanup of the files in the output directories; cleanup will be handled manually by the customer.
6. **User Interface:** In addition to the automated service, a user interface will be provided which will allow manual exporting of activities based on the following criteria:
 - a. All activities
 - b. Activities by date range
 - c. Activity number
 - d. Optionally include narratives
 - e. Optionally include Case Action Notes
 - f. When data is exported by activity number, the export logic rules (activity types, activity dates, etc) will be bypassed
7. **Initial Reports:** XML data files will be exported when all of the following are true:
 - a. Main Rules
 - i. Data Owner = MAIN or COLD
 - ii. Activity Type = AR, CITE, FI, HIT, OR, WAR, TC, COLD
 - iii. Activity Prep Date = more than 7 days ago
 - iv. Activity is not in restricted status (does not appear in tbl_activity_access)
 - b. If report is "Open" (Current Status Code = AC or PSSI)
 - i. Narratives and supplemental narratives will not be exported
 - ii. Assignment Action Notes will not be exported
 - c. If report is "Closed" (Current Status Code Not = AC, PSSI)
 - i. Narratives and supplemental narratives will be exported
 - ii. Assignment action notes will be exported
8. **Deleted Reports:** XML files flagged as "deleted" will be generated when reports in the RMS change and any of the following criteria become true. For deletes, only enough data to identify the report will be included:
 - a. Participant last name is modified to "%expunged%"
 - b. Data Owner changes and new data owner no longer meets the criteria for export
 - c. The activity becomes restricted
9. **Updated Reports:** "update" xml for reports that have been previously exported will be generated when the following criteria becomes true. For updates, the entire report will be re-exported
 - a. The last_update date from the following tables is 7 days greater than the activity prep date:
 - tbl_activity
 - tbl_property
 - tbl_vehicle
 - tbl_violation
 - tbl_person
 - tbl_person_name

- tbl_participant_location
- tbl_location
- tbl_identification
- tbl_participant_arrest
- tbl_participant_violation
- tbl_activity_participant
- tbl_assignment_action (only if case is closed)
- tbl_assignment_note (only if case is closed)

10. **Exported Data:** The data fields to be exported are enumerated Appendix SOW-1.

Some records will be subject to the following restrictions:

- a. Reports with involved juveniles will not export narrative and supplemental narrative files (regardless of other rules)
- b. Exported Juvenile Records
 - i. Name will be replaced with "Juvenile"
 - ii. Exported data will include: sex, race, height from, weight from, age from, hair color, eye color.
- c. Attachments will never be exported

11. **Initial Data Export:** The initial data export will export all existing activities (both open and closed) that meet all of the standard export criteria with the exception of the prep-date criteria. Following the initial data export, the automated daily exports will apply the prep-date criteria.

2.2.4 Documentation and Training

Cohero will provide the following documentation:

- Required ongoing system and database administration
- Managing interface exceptions
- Data mapping document

Cohero will provide the following training:

- 2 hour interactive remote session demonstrating the interface process, system administration and any troubleshooting recommendations
- 4 hour interactive remote session for managing submission exceptions

3. Project Lifecycle

The project lifecycle for each phase includes the following elements:

- Plans and Specifications
- Engineering
- Implementation
- Acceptance
- Support

3.1 Plans and Specifications

Cohero will identify a primary project contact who will be responsible for developing a project plan. The plan will include the following:

- Task descriptions
- Task owners and responsibilities
- Project schedule
- Completion criteria

Customer is responsible for designating a primary project contact and for providing technical staff resources as necessary in support of the project.

The project planning cycle will culminate in the delivery and acceptance of the specification deliverable.

3.2 Engineering

Engineering is broken into an agile cycle of prototyping and final development.

During prototyping the specification is adapted into working models. Cohero and the customer will collaborate using the working models to validate the functional operation of the software. The prototyping cycle may be repeated until consensus is reached that the specified functionality has been achieved.

After prototyping, the elements are assembled to create the fully functional completed product. Quality is engineered throughout the process, via manual and automated testing. The engineering cycle concludes with a final, comprehensive integration test.

Prior to the completion of the engineering process, the customer will independently validate successful and complete replication of the test data.

The output of the engineering process is the customer's test system with fully configured and operational replication, as well as relevant documentation.

3.3 Implementation

For each phase of the project, a coordinated and controlled production cutover will be executed. During the cutover, the application code and/or configurations previously applied to the test system will be applied to the production system. This may require scheduled downtime to complete; if so, Cohero will work with the system administrator to schedule accordingly.

The production cutover plan will include a defined back-out strategy should the replication cause unforeseen operational impacts to the RMS database or applications.

Cohero will notify the customer that the delivery has been completed, which will begin the acceptance process.

3.4 Acceptance

The customer will conduct acceptance testing with remote support from Cohero. The customer will validate successful and complete replication of the production data, with an acceptably minimal performance impact to the main RMS database.

The customer will begin acceptance testing within five (5) business days of delivery notification. Testing will be completed and the customer will provide documented results within twenty (20) business days of delivery notification.

Should the customer continue with production implementation for thirty (30) business days without formally accepting, the application will be deemed accepted.

3.5 Support

The replication process will be supported for one (1) year after delivery. The reporting and correction process will proceed as identified in the agreement.

4. Implementation Schedule

The project will start no later than four (4) weeks after contract execution. The following is a high-level estimate of the schedule for both phases of the project:

4.1 Phase 1: Database Replication

Lifecycle Elements	Deliverables & Outcomes	Duration
Plans and Specifications	Project Plan	3 weeks
	Design Specification	
Engineering	Completed Test Implementation	6 weeks
Implementation	Production Implementation	1 week
Acceptance	Formal Acceptance	4 weeks

4.2 Phase 2: N-DEx Data Export

Lifecycle Elements	Deliverables & Outcomes	Duration
Plans and Specifications	Project Plan	4 weeks
	Design Specification	
Engineering	Completed Application	14 weeks
Implementation	Application Delivery	1 week
Acceptance	Formal Acceptance	4 weeks

5. Pricing and Payment Milestones

5.1 Pricing

The work will be performed for a firm, fixed price as outlined below.

Phase	Invoice Amount
Phase 1: Database Replication	\$ 50,450.00
Phase 2: N-DEx Data Export	\$ 69,750.00
TOTAL	\$120,200.00

5.2 Payment Milestones

Cohero will invoice progressively based on the following milestones:

Phase	Event	Invoice Amount	Percentage
1: Database Replication	Approval of Specification	\$17,612.50	25%
1: Database Replication	Production Implementation	\$25,225.00	50%
1: Database Replication	Acceptance	\$12,612.50	25%
2: N-DEx Data Export	Approval of Specification	\$17,437.50	25%
2: N-DEx Data Export	Production Implementation	\$34,875.00	50%
2: N-DEx Data Export	Acceptance	\$17,437.50	25%
	TOTAL	\$120,200.00	100%

Appendix SOW-1. Data Mapping for N-DEx Data Export

Activity Data

Delete record (Yes/No)	
Activity_type (lkp_activity_type.activity_type_desc)	tbl_activity.a ctivity_type
Activity_num_prefix	tbl_activity.activity_num_prefix
Activity_num	tbl_activity.activity_num
Start_date	tbl_activity.start_date
Start_time	tbl_activity.start_time
End_day	tbl_activity.end_day
End_time	tbl_activity.end_time
Report_date	tbl_activity.report_date
Prep_date	tbl_activity.prep_date
Activity_comment	tbl_activity.activity_comment
Last_update	tbl_activity.last_update
Agency (lkp.agency_name)	tbl_activity.agency
Family Violence (Yes/No)	tbl_nibrs_activity.domestic_violence
Suspect of Using (lkp_nibrs_suspect_using.using_desc)	tbl_nibrs_activity.using_1/using_2/using_3
Method_type (lkp_method_type.type_desc)	tbl_method.method_type
method_value (lkp_method.method_value_desc)	tbl_method.method_value
instrument_category (lkp_instrument_category.instrument_cat_desc)	tbl_criminal_instrument.instrument_cat
instrument_type (lkp_instrument_type.instrument_type_desc)	tbl_criminal_instrument.instrument_type
instrument use (lkp_instrument_use.instrument_use_desc)	tbl_criminal_instrument.instrument_use
Victim Injured? (if this is yes)	tbl_crime.victim_injured
treatment_type (lkp_treatment_type.treatment_desc)	tbl_crime.treatment_type
Homicide? (if this is yes)	
homicide_type (slk_homicide_type.type_desc_10)	tbl_crime.homicide_type
Homicide_situation (slk_homicide_situation.situation_desc)	tbl_crime.homicide_situation
Officer assaulted? (if this is yes)	
Officer Assault activity (lkp_officer_assault_activity.officer_assault.desc)	tbl_officer_assault.officer_assault_activity
Officer Injury (lkp_officer_injury.injury_desc)	tbl_officer_assault.officer_injured
Activity_location	
Location_type (lkp.location_type.location_type_name)	tbl_activity_location.location_type
Address_type (lkp_address_type.type_desc)	tbl_location.address_type
Location_name	tbl_location.location_name
House_num	tbl_location.house_num
Dir_prefix	tbl_location.dir_prefix
Street_name	tbl_location.street_name
Street_type	tbl_location.street_type
dir_suffix	tbl_location.dir_suffix
Apt_num	tbl_location.apartment_num
Cross_dir_prefix	tbl_location.cross_dir_prefix
Cross_street_name	tbl_location.cross_street_name
Cross_street_type	tbl_location.cross_street_type
Cross_dir_suffix	tbl_location.cross_dir_suffix
City	tbl_location.city
State	tbl_location.state
Zip_code	tbl_location.zip_code
Last_update	tbl_location.last_update
activity_attribute (if value is yes')	

Attrib_type (lkp_activity_attrib_type.type_desc)	tbl_activity_attribute.attrib_type
attrib_value (lkp_activity_attrib_value.value_desc)	tbl_activity_attribute.attrib_value
attrib_comment	tbl_activity_attribute.attrib_comment
Activity_status (current status='y')	
Status_desc	tbl_activity_status.status_code
Status date	tbl_activity.status.date
Activity Violation	
Attempt	tbl_violation.attempt
Vio_type (lkp_violation_type.vio_type_name)	tbl_violation.vio_type
Vio_section	tbl_violation.vio_section
Vio_desc	tbl_violation.class_desc
class_code (lkp_classification.class_desc)	tbl_violation.class_code
NIBRS_UCR (slk_nibrs_ucr.offense)	tbl_violation.nibrs_ucr
NIBRS_Bias (lkp_nibrs_bias.bias_desc)	tbl_violation.nibrs_bias
NIBRS_Entry (Slk.NIBRS_Method_Entry.method_desc)	tbl_violation.nibrs_entry
NIBRS_Location (lkp_nibrs_location_type.type_desc)	tbl_violation.nibrs_location
NIBRS_Premises	tbl_violation.nibrs_premises
last update	tbl_violation.last_update

Participant Data

Activity Participant	
Participant ID	tbl_activity_participant.participant_id
Involvement (lkp_actv_pttcp_type.actv_pttcp_desc)	tbl_activity_participant.actv_pttcp_type
Last Name	tbl_person_name.last_name
First Name	tbl_person_name.first_name
Middle Name	tbl_person_name.middle_name
Name_Suffix	tbl_person_name.name_suffix
Name Type (lkp_name_type.name_desc)	tbl_person_name.name_type
Birth Place	tbl_person.birth_place
Birth Date	tbl_person_name.birth_date
Nibrs_age	tbl_person_name.nibrs_age
Age From	tbl_person_name.age_from
Ethnicity (lkp_ethnicity.ethnicity)	tbl_person.ethnicity_code
Race (lkp_race.race)	tbl_person.race_code
Sex (lkp_sex.sex)	tbl_person.sex_code
Height from	tbl_person.height_from
Height To	tbl_person.height_to
Weight from	tbl_person.weight_from
weight to	tbl_person.weight_to
Hair Color (lkp_person_attrib_attrib_value.value_desc)	tbl_person_attribute.attrib_value (attrib_type='hairc')
Eye Color (lkp_person_attrib_attrib_value.value_desc)	tbl_person_attribute.attrib_value (attrib_type='eyes')
Build From	tbl_person.build_from
Build To	tbl_person.build_to
DL (lkp.ident_type.id_desc)	tbl_identification.id_num (id_type='dl')
DI Class (lkp_ident_class.class.desc)	tbl_identification.id_class
Other ID(lkp.ident_type.id_desc)	tbl_identification.id_type, tbl_identification.id_num
ID_State	tbl_identification.id_state
SS#	tbl_identification.id_num (id_type='SS')
Home Phone	tbl_phone.phone (phone_type='home')

Work Phone	tbl_phone.phone (phone_type='work')
Other Phone (lkp_phone_type.phone_desc)	tbl_phone.Phone_type, tbl_phone.phone
Phone Comment	tbl_phone.phone_comment
SMT-Category (lkp_smt_category.category_desc)	tbl_person_smt.category_code
SMT-body part (lkp_smt_body_part.body_part_desc)	tbl_person.smt.body_part_code
SMT- Descriptor (lkp_SMT_descriptor.descriptor_desc)	tbl_person.smt.descriptor_code
SMT - Comment	tbl_person_smt.smt_comment
participant relationship (lkp_prtcp_relate_type.prtcp.relate_desc)	tbl_participant_relationship.prtcp_relate_type
participant relate comment	tbl_participant_relationship.prtcp_relate_comment
Booking_num	tbl_participant_arrest.booking_num
Arrest date	tbl_participant_arrest.arrest_date
contact dispo (lkp_contact_disposition.contact_dispo_desc)	tbl_participant_arrest.contact_dispo
Nibrs type (lkp_nibrs_arrest_type.type_desc)	tbl_participant_arrest.nibrs_type
booking Date	tbl_participant_arrest.booking_date
personnel attribute	
Clothing (lkp_clothing_code.clothing_desc)	tbl_clothing.clothing_code
clothing comment	tbl_clothing.clothing_comment
Employer	tbl_person_employment.employer
Occupation	tbl_person_employment.occupation
Employer Address	
Participant Address	
Location type (lkp_location_type.location_type_name)	tbl_participant_location.location_type
Address_type (lkp_address_type.type_desc)	tbl_location.address_type
Location_name	tbl_location.location_name
House_num	tbl_location.house_num
Dir_prefix	tbl_location.dir_prefix
Street_name	tbl_location.street_name
Street_type	tbl_location.street_type
dir_suffix	tbl_location.dir_suffix
Apt_num	tbl_location.appt_num
City	tbl_location.city
State	tbl_location.state
Zip_code	tbl_location.Zip_code
last update	tbl_location.last_update
participant Violation	
vio_id	tbl_participant_violation.vio_id
Attempt	tbl_Participant_violation.attempt
Vio_type (lkp_violation_type.vio_type_name)	tbl_Participant_violation.vio_type
Vio_section	tbl_Participant_violation.vio_section
Vio_desc	tbl_Participant_violation.class_desc
class_code (lkp_classification.class_desc)	tbl_participant_violation.class_code
NIBRS_UCR (slk_nibrs_ucr.offense)	tbl_Participant_violation.nibrs_ucr
Vio category (lkp_vio_category.category_desc)	tbl_participant_violation.vio_category
cited	tbl_participant_violation.cited
cite number	tbl_participant_violation.cite_num
Cjis Code (slk.NIBRS_state_code.code_desc)	tbl_participant_violation.nibrs_state_code
warrant type (lkp_warrant_type.warrant.type_desc)	tbl_participant_violation.warrant_type
warrant number	tbl_participant_violation.warrant_num
issuing agency	tbl_participant_violation.issuing_agency

dispo date	tbl_participant_violation.dispo_date
dispo type(lkp_contact_disposition.contact_dispo_desc)	tbl_participant_violation.dispo_type
last_update	tbl_participant_violation.last_update

Vehicle Data

activity Vehicle	
Veh inv type (lkp_veh_type.inv_veh_desc)	tbl_involved_vehicle.inv_veh_type
Veh year	tbl_vehicle.veh_year
veh make (lkp_veh_make.veh_make_desc)	tbl_vehicle.veh_make
veh model (lkp_veh_model.veh_model_desc)	tbl_vehicle.veh_model
veh license state	tbl_vehicle.veh_license_state
veh license number	tbl_vehicle.veh_license_num
vin	tbl_vehicle.vin
veh dispo	tbl_vehicle.veh_dispo
last update	tbl_vehicle.last_update
Participant Vehicle	
Veh relate type (lkp_veh_relate_type.veh_relate_desc)	tbl_participant_vehicle.veh_relate_type
Veh year	tbl_vehicle.veh_year
veh make (lkp_veh_make.veh_make_desc)	tbl_vehicle.veh_make
veh model (lkp_veh_model.veh_model_desc)	tbl_vehicle.veh_model
veh license state	tbl_vehicle.veh_license_state
veh license number	tbl_vehicle.veh_license_num
vin	tbl_vehicle.vin
veh dispo	tbl_vehicle.veh_dispo
last update	tbl_vehicle.last_update
impound date	tbl_impound.impound_date
impound reason	tbl_impound.impound_reason
impound hold	tbl_impound.impound_hold
release date	tbl_impound.impound_release_date
impound comment	tbl_impound.impound_comment
last update	tbl_impound.impound_last_update

Property Data

Property	
activity_id	
property type (lkp_property_type.property_type)	tbl_property.property_type
property status (lkp_property_status.status_desc)	tbl_property.property.status
Brand (lkp_property_brand.brand)	tbl_property.brand
article (lkp_property_article.article)	tbl_property.article
model (lkp_property_model.model)	tbl_property.model
property desc	tbl_property_desc
loss date	tbl_property.Loss_date
loss qty	tbl_property.loss_qty
loss unit (lkp_measure_unit.meas_unit_desc)	tbl_property.loss_unit
loss value	tbl_property.loss_value

loss comment	tbl_property.loss_comment
damage value	tbl_property.damage_value
recover date	tbl_property.recov_date
recover qty	tbl_property.recov_qty
recover unit(lkp_measure_unit.meas_unit_desc)	tbl_property.recov_unit
recover value	tbl_property.recov_value
frinal condition (lkp_property_condition.condition_desc)	tbl_property.final_condition
recover comment	tbl_property.recov_comment
Property dispo (lkp_property.dispo_desc)	tbl_property.property_dispo
dispo comment	tbl_property.dispo_comment
violation	tbl_property.vio_id (tbl_violation.vio_type, tbl_violation.vio_type, tbl_violation.vio_section, tbl_violation.vio_desc)
particiant id	tbl_participant_property.participant_id
prtcp prop type (lkp_prop_type.prtcp_prop_desc)	tbl_participant.prtcp_prop_type
prtcp prop comment	tbl_participant.prtcp_prop_comment
last update	tbl_participant.prtcp_last_update
property attribute	
property attribute type (lkp_property_attrib_type.type_desc)	tbl_property_attribute.attrib_type
property attribute value (lkp_property_attrib_value.value_desc)	tbl_property_attribute.attrib_value
property attribute comment	tbl_property_attribute.attrib_comment
last upate	tbl_property_attribute.last_update
ident type (lkp_property_ident_type.ident_desc)	tbl_property_ident.ident_type
ident number	tbl_property.ident_num
ident comment	tbl_property.ident_comment
last update	tbl_property.last_update

Assignment Action Notes Data

Vio_type (lkp_violation_type.vio_type_name)	tbl_violation.vio_type
Vio_section	tbl_violation.vio_section
Assignment Action_code (lkp_assignment_action_code.action_desc)	tbl_assignment_action.assignment_action_code
action_comment	tbl_assignment_action.action_comment
order by action date	

Exhibit "B"
Cohero
Standard Software License Agreement
(See attached.)

Exhibit "B"
Cohero
Standard Software License Agreement

This Cohero Software License Agreement is a legal agreement between COHERO and CUSTOMER for use of the software product(s) as defined in the Agreement, which includes computer software and associated media, printed and electronic materials, and may include "on-line" or electronic documentation ("Software Products" or "Software"), by CUSTOMER.

SOFTWARE PRODUCT LICENSE

The Software Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. **GRANT OF LICENSE.** The Software Products are only licensed, not sold. COHERO hereby grants the CUSTOMER the following rights:
 - a. **USE OF LICENSE.** CUSTOMER is hereby granted a non-transferable, non-exclusive right to use the Software Products for the CUSTOMER's own internal use.
 - b. **STORAGE/NETWORK USE.** The CUSTOMER may install, store and use the Software Products as required according to the licensing quantity and type as specified in the Agreement Documents.
 - c. **ADDITIONAL COPIES.** The CUSTOMER may make additional copies of the Software Products as reasonably required for development and backup purposes provided that such copies contain all of the copyright notices and other proprietary markings contained on the original

2. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**
 - a. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.** The CUSTOMER may not reverse engineer, decompile, or disassemble the Software Products, except and only to the extent that such activity is expressly permitted under Paragraph 1 above or by applicable law, notwithstanding this limitation.
 - b. **SEPARATION OF COMPONENTS.** The Software Products provided are licensed as a single product. Its component parts may not be separated for use on more than one computer.
 - c. **TERMINATION.** Without prejudice to any other rights, COHERO may terminate this Software License Agreement if CUSTOMER fails to comply with the terms and conditions of this Software License Agreement. In such event, CUSTOMER must immediately destroy all copies of the Software Products and all component parts.

3. **COPYRIGHT.** The Software Products are protected by copyright laws and international treaty provisions. Therefore, CUSTOMER must treat the Software Products like any other copyrighted material except that CUSTOMER may make additional copies of the Software Products solely for backup or archival purposes. CUSTOMER may not copy or distribute the electronic or printed documentation accompanying the Software Products except as may be required for maintenance or training purposes.

EXHIBIT "C"
Certificate of Insurance

INSURANCE REQUIREMENTS

1.0 General Provisions

1.1 The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. 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 obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.

1.2 Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.

1.3 The Contractor agrees that the insurance requirements specified in this section do not reduce the liability Contractor has assumed in any indemnification/hold harmless section of this contract.

1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.

1.5 Insurance coverage required by this section shall:

1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City

1.5.2 Be with an insurer possessing an A-VII. A. M. Best Rating

1.6 **Subcontractor Insurance.** If the contractor utilizes the services of another company or subcontractor, affiliate or non-affiliate, in order to fulfill the requirements covered under this Agreement, then those other companies or subcontractors must comply with the insurance provisions within this Agreement.

2.0 Minimum Insurance Coverage & Limits

2.1 Commercial General Liability. Contractor shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.

2.1.1 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.1.2 City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability using **ISO additional insured endorsement CG 20 10 and CG 20 37** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Contractor.

2.1.3 Limits of Insurance

2.1.3.1 \$1,000,000 Per Occurrence

2.1.3.2 \$1,000,000 Personal/Advertising Injury

2.1.3.3 \$2,000,000 General Aggregate

2.1.3.4 \$2,000,000 Products/Completed Operations Aggregate

3.0 Evidence of Insurance

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, including for subcontractors cited in Section 1.6, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:

3.5.1 List each insurers' NAIC Number or FEIN

3.5.2 List **contract number, project name**/number, name of event, location (building name, building address, etc.), date(s) of event or service being performed

3.5.3 State insurance is on a primary basis and non-contributory with any insurance/or self-insurance carried by City

3.5.4 Specifically list reference to all endorsements required herein

3.5.5 List the specific number of days cancellation provided pursuant to policy language for notice of cancellation on certificate

3.5.6 List City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER CS&S/ALLIANT INS SERVICES, INC. PO BOX 946580 MAITLAND, FL 32794-6580 Phone - 877-724-2669 Fax - 877-763-5122	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
INSURED COHERO 3912 GEORGIA ST SAN DIEGO, CA 92103	INSURER A : National Fire Insurance Company of Hartford		NAIC # 20478
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	N	4031502230	03/13/2012	03/13/2013	EACH OCCURRENCE	\$2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$300,000	
	MED EXP (Any one person)						\$10,000	
	PERSONAL & ADV INJURY						\$2,000,000	
	GENERAL AGGREGATE						\$4,000,000	
	PRODUCTS - COMP/OP AGG						\$4,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	4031502230	03/13/2012	03/13/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	BODILY INJURY (Per person)							
	BODILY INJURY (Per accident)							
	PROPERTY DAMAGE (Per accident)							
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$							OCCUR CLAIMS-MADE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is names as additional insured Designated person or Organization.

Location: 3912 GEORGIA ST, SAN DIEGO, CA, 92103

CERTIFICATE HOLDER

CITY OF PLANO
1520 Avenue K
PLANO, TX 75074

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER
B 4031502230

INSURED NAME AND ADDRESS
Cohero
3912 GEORGIA ST
SAN DIEGO, CA 92103

ADDITIONAL INTEREST SCHEDULE

LOCATION 1 **BUILDING** 1

Type: Designated Person or Organization

Additional Interest Name and Address:

CITY OF PLANO

1520 Avenue K

PLANO

, TX 75074

LOSS PAYEE SCHEDULE

All loss payees as their interests may appear in the Covered Property.

The following provisions apply in accordance with the insurable interest of the loss payee: Loss Payee

Description of Property: Any Covered Property in which a loss payee, creditor or lender holds an interest, including any person or organization you have entered a contract with for the sale of Covered Property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured:**

- 4. Any person or organization shown in the Schedule is also an insured, but only with respect to "bodily injury," or "property damage" or "personal and advertising injury" arising out of your ongoing operations or premises owned by or rented to you.

10020003040315022304479



Exhibit E
VENDOR CONNECTION AGREEMENT

DATED 05/15/12

This Connection Agreement (the "Agreement") is entered into by and between The City of Plano (the "City"), a municipal corporation and COHERO, Vendor", a California corporation, on the _____ day of _____, _____, City and Vendor may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, the City desires Vendor to provide services relative to RMS Database Replication and N-DEX Data Export;

WHEREAS, the Vendor agrees to provide such services, which requires access to the City's server.

NOW THEREFORE, the Parties hereto agree as follows:

Technical Requirements. Vendor understands and agrees that:

The Vendor acknowledges by signing this document that they have read and accept all applicable terms of the City's Security Policy. The City only allows remote access to their network by an authorized virtual private network ("VPN") connection. The City does not allow any Microsoft virtual private network ("VPN") solution for remote access; devices originating a VPN connection must be separated from the public Internet by a hardware/software firewall and must also use a commercially available anti-virus package; local area network ("LAN") devices originating a VPN connection must be addressed from address space allocated in RFC 1918; that Vendor shall be responsible for and shall bear any and all expense for modifications it must make to its configuration or equipment in order to comply with these requirements; and Vendor assumes any and all risk associated with connecting to the City and its network, and the City shall not be responsible for any security breaches on Vendor's network resulting from or related to Vendor's use of the City approved VPN client.

Limitations on Use. Vendor understands and agrees that the City may, in its sole

discretion, and without advanced notice to Vendor;

1. Assign VPN bandwidth to vendors on an individual basis;
2. Limit the number of concurrent connections that may be made by any Vendor at any one time.
3. Disconnect any vendor responsible for the origination of network traffic that the City deems to be unnecessary, harmful, or disruptive
4. Enforce security policy that requires unique login credentials be supplied for each VPN connection with the understanding that these logon credentials are subject to change every 45 days; and
5. Immediately de-activate VPN accounts upon notification by Vendor of a change in employment status of any employee granted access to the City's network

Liability. Vendor expressly agrees that it shall be liable for any and all damages, including but not limited to actual, consequential, or incidental damages, for disruptions caused by their negligence or intentional misconduct to the City's network, 911 system, or other network services resulting from or related to Vendor's connection to the City's networks. Vendor also expressly agrees to notify the City of staffing changes involving employees with access to the City's network within 24 hours.

Signature _____

Name (Printed) _____

Title _____

Company _____

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:		08/13/2012			
Department:		Public Works / David Falls			
Department Head		Gerald Cosgrove			
Agenda Coordinator (include phone #): Kim McFarland (972-769-4109)					
CAPTION					
<i>To Jerusalem Corporation, increasing the contract by \$330,567 for the 2010-11 Residential Concrete Pavement Rehab Zone L4, Project No. 6174, Change Order No. 1, Bid No. 2012-2-B, and authorizing the City Manager or his authorized designee to execute all necessary documents.</i>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		4,000,760	5,509,240	3,000,000	12,510,000
Encumbered/Expended Amount		-4,000,760	-2,646,008	0	-6,646,768
This Item		0	-330,567	0	-330,567
BALANCE		0	2,532,665	3,000,000	5,532,665
FUND(S): CAPITAL RESERVE					
COMMENTS: Funds are included in the FY 2011-12 Capital Reserve. This item, in the amount of \$330,567, will leave a current year balance of \$2,532,665 for the Residential Street & Alley Replacement project.					
STRATEGIC PLAN GOAL: Street and alley pavement repairs related to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
This change order is for additional concrete street and alley paving repairs in the area bounded by Park Boulevard, Custer Road, Parker Road, and US 75. As the project progressed, additional areas of concrete street and alley paving were identified in need of repair while we are working in the area. The inventory for this project was completed in early 2011. The dry weather conditions that occurred last year after the inventory was completed have increased the amount of repairs required in the project area.					
Staff recommends approval of Change Order No. 1. The total Contract will be \$1,763,303.25 which is a 23.07% increase of the original contract amount of \$1,432,736.25.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Change Order No. 1; Location Map					

CHANGE ORDER NO. 1

2010-11 RESIDENTIAL CONCRETE PAVEMENT REHAB ZONE L4

PROJECT NO. 6174

PURCHASE ORDER NO. 104014

CIP NO. 35-51118

BID NO. 2012-2-B

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **JERUSALEM CORPORATION** for the **2010-11 RESIDENTIAL CONCRETE PAVEMENT REHAB ZONE L4 PROJECT**, dated November 14, 2011.

B. DESCRIPTION OF CHANGE

The change order is for additional concrete paving and sidewalk repairs that were located during the construction of the project.

C. EFFECT OF CHANGE

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

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>ORIGINAL QUANTITY</i>	<i>REVISED QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT OF CHANGE</i>
100	Full Depth Saw Cut, R/D of Saw Water Sludge	17,469	21,747	LF	\$0.75	\$3,208.50
101	F/I Longitudinal & Transverse Butt Joint	17,469	21,747	LF	\$2.00	\$8,556.00
102	R/D Concrete Street Paving	16,214	18,013	SY	\$3.50	\$6,296.50
103	R/D Concrete Alley Paving	11,588	15,369	SY	\$3.50	\$13,233.50
105	F/I 8" Concrete Street Paving	16,214	18,013	SY	\$42.00	\$75,558.00
106	F/I 7" Concrete Alley Paving	11,588	15,369	SY	\$37.50	\$141,787.50
107	F/I 6" Monolithic Curb	10,092	11,559	LF	\$1.00	\$1,467.00
112	R/D/I 4" Sidewalk	33,078	49,158	SF	\$3.25	\$52,260.00
113	R/D/I BFR Type A	81	115	EA	\$500.00	\$17,000.00
115	R/D/I BFR Type D	6	22	EA	\$700.00	\$11,200.00
	TOTAL:					\$330,567.00

CHANGE ORDER NO. 1

Page 2

Project Name 2010-11 RESIDENTIAL CONCRETE PAVEMENT REHAB ZONE L4

Project No. 6174

Original Contract Amount	\$	<u>1,432,736.25</u>
Contract Amount (Including Previous Change Orders)	\$	<u>1,432,736.25</u>
Amount, Change Order No. <u>1</u>	\$	<u>330,567.00</u>
Revised Contract Amount	\$	<u><u>1,763,303.25</u></u>
Total Percent Increase Including Previous Change Orders		<u>23.07%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 37 day(s) to this project:

Original Contract Time	<u>160</u>	<u>working days</u>
Amount (Including Previous Change Orders)	<u>160</u>	<u>working days</u>
Amount, Change Order No. <u>1</u>	<u>37</u>	<u>working days</u>
Revised Contract Time	<u>197</u>	<u>working days</u>
Total Percent Increase Including Previous Change Orders		<u>23.13%</u>

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **JERUSALEM CORPORATION**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated November 14, 2011.

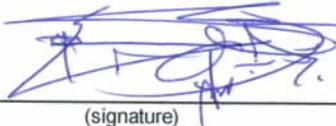
F. AUTHORITY TO SIGN

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

OWNER: CITY OF PLANO

CONTRACTOR: JERUSALEM CORP.

By: _____
(signature)

By:  _____
(signature)

Print
Name: Bruce D. Glasscock

Print
Name: Jerusalem A. Alhakim

Print
Title: City Manager

Print
Title: President

Date: _____

Date: 7-24-2012

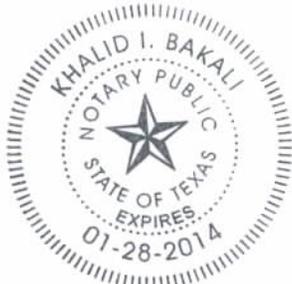
APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24th day of July, 2012 by JERUSALEM A. ALHAKIM, PRESIDENT of JERUSALEM CORPORATION, a TEXAS corporation, on behalf of said corporation.



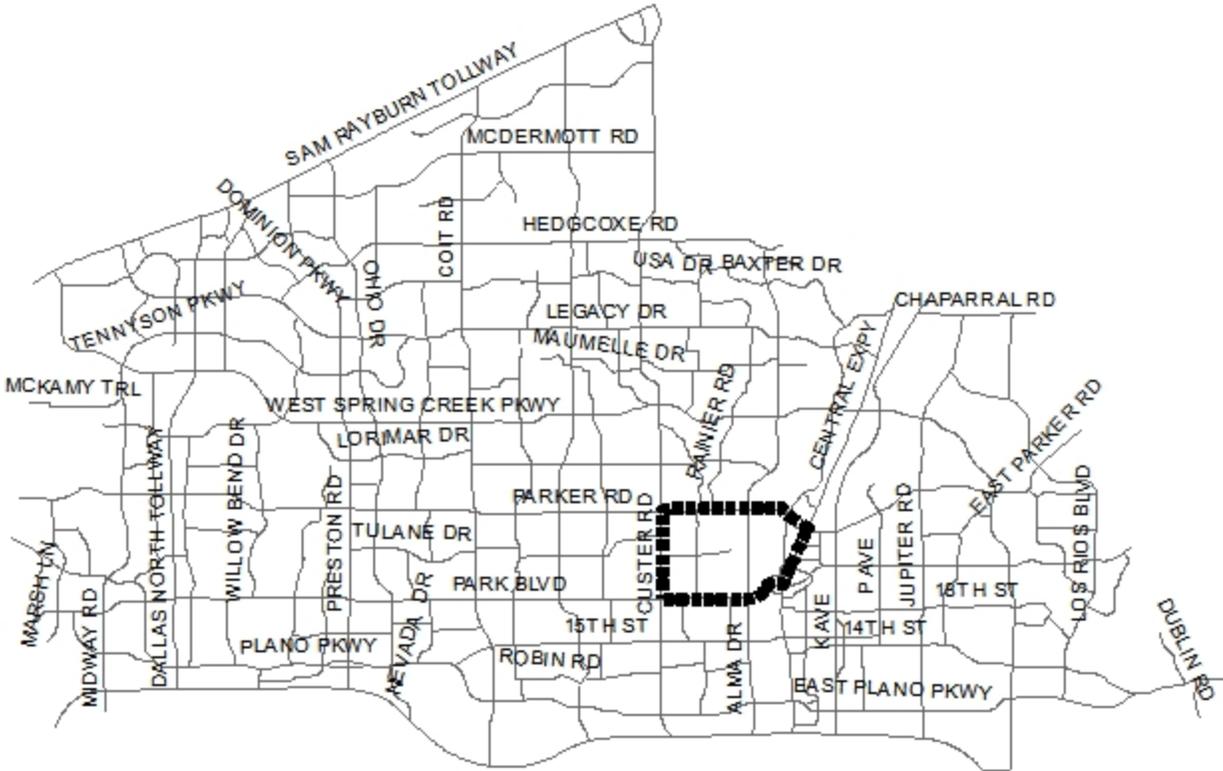
K.I. Bakali
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2012 by BRUCE D. GLASSCOCK, CITY MANAGER of the CITY OF PLANO, TEXAS, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

LOCATION MAP





**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:		8/13/12		
Department:		Public Safety Communications		
Department Head		Ron Timmons		
Agenda Coordinator (include phone #): Earl Whitaker x7074				
CAPTION				
To Motorola Solutions, Inc. increasing the contract by \$26,816 for an additional portable activation unit for the existing outdoor warning system associated with the CSP P25 Simulcast System, Change Order #10. CSP No. 2009-137-C.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,138,431	4,911,349	0	7,049,780
Encumbered/Expended Amount	-2,138,431	-1,384,560	0	-3,522,991
This Item	0	-26,816	0	-26,816
BALANCE	0	3,499,973	0	3,499,973
FUND(S): TECHNOLOGY IMPROVEMENTS				
<p>COMMENTS: Funds are available from the 2008 and 2009 sales of Tax Notes and 2010 sale of Certificates of Obligations. This item, in the amount of \$26,816, will leave a current year balance of \$3,499,973 for radio and infrastructure replacement components of the Radio System Infrastructure Replacement project (project #'s 94201 - 94208).</p> <p>STRATEGIC PLAN GOAL: The purchase of a portable activation unit for the existing outdoor warning system from the Radio System Infrastructure Replacement project relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Motorola and the City of Plano intend to process a change order associated with the ongoing deployment of the P25 Simulcast system. This change order will consist of procuring an additional portable activation unit for the existing outdoor warning system as detailed in the attached Motorola Change Order No. 23 dated June 25, 2012.</p> <p>Staff recommends approval of Change Order No. 10. The contract total will be \$14,132,338.72, which includes change orders of 15.16% of the original contract amount of \$12,271,398.00.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Memo, Change Order No. 10



Date: 7/31/12

To: Sharron Mason

From: Ron Goldsmith

Ref: Change order #10

The purpose of this change order is to add a siren activation computer to the Emergency Operations Center. Currently the outdoor warning activation system is located at the Plano 911 dispatch center. After consultation with the Director of EOC it was determined the new EOC should be equipped with a storm activation system. The addition of this additional activation unit is the cause for this change order.

The funding for this change order is from 2008-2009 sales of tax notes and 2010 sale of certificates of obligations (94201 and 94208.)

Revised emergency management activation plan necessitated the need for the additional unit at EOC.

Phil Dyer
Mayor

Lissa Smith
Mayor Pro Tem

Ben Harris
Deputy Mayor Pro Tem

Pat Miner
Place 1

André Davidson
Place 3

Jim Duggan
Place 5

Patrick Gallagher
Place 7

Lee Dunlap
Place 8

Bruce D. Glasscock
City Manager

Change Order No. 23
Date: June 25, 2012
Project Name: Cities of Plano, Allen, Wylie and Murphy (CSP 2009-137-C) P25 Public Safety Radio System
Customer Name: City of Plano
Customer Project Mgr: Ron Goldsmith
The purpose of this Change Order is to:

The purpose of this change order is to:

Procure an additional portable activation unit for the existing outdoor warning system. The pricing and scope described herein includes equipment and services for the addition of hardware and software to establish a 3rd portable activation unit, which will operate in conjunction with the existing dispatch/siren control PC and two existing portable activation units.

The price indicated below is a result of combining the City's existing credit of \$7,350.00 with the overall price of the new equipment and services. Pricing details are given in the pricing section on page two of this document.

In addition, Motorola and the City of Plano agree this change will be executed outside of the terms for final system acceptance of the contract. Motorola and the City will execute a certificate of final system acceptance signifying the completion of the original contract requirements and Motorola will issue an invoice reflecting the balance owed for all activities through Change Order 22. The amount associated with this change will be invoiced upon completion of the scope of work associated specifically with the 3rd portable activation unit.

The completion date adjustments indicated in the table below reflect the time-line associated with the completion of the 3rd portable activation unit.

Contract # CSP 2009-137-C
Contract Date: 12/23/2009

In accordance with the terms and conditions of the contract identified above between The City of Allen, TX and Motorola, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$ 19,104,907.00
Previous Change Order amounts for Change Order numbers 1 through 22	\$ 1,900,721.68
This Change Order:	\$ 26,816.00
New Contract Value:	\$ 21,032,444.68

Completion Date Adjustments

Original Completion Date:	1/26/2011
Current Completion Date prior to this Change Order:	5/31/2012
New Completion Date Incorporating this Change Order:	9/28/2012

Changes in Equipment and Software:

Motorola will provide the following hardware and software:

- 1 ea. ACE3600 FEP equipped with XTL2500 mobile radio for the 3rd portable activation unit
- Dell OptiPlex 760 Mini-Tower compute equipped with monitor, keyboard, mouse, Win7
- InTouch Run-time software configured for use as a portable activation unit
- PC Anywhere
- Updated software for existing siren ACE3600 RTUs
- Updated software for the existing FIUs at Doghouse and Dispatch
- Updates software for the existing portable activation units

Changes in Services:

Motorola will provide engineering and project management support for the following services:

- Local Project management support for:
 - Establish subcontracts with Integrated Telecommunications Services (ITS) toward the procurement of hardware and software described above
 - Project management overseeing the pre-configuration and testing of ITS-provided hardware and software prior to shipment to Plano
 - General project management oversight of the implementation effort after shipment
- Local engineering support for:
 - Applying software updates to the FEPs of the existing portable activation units
 - Updating the WonderWare™ application of the existing portable activation units
 - Applying software updates via over-the-air download to the existing siren RTUs (37 ea.)
 - Verification of functionality and acceptance testing

Schedule Changes:

The revised completion date (table above) is based on extending the overall project timeline to account for the implementation of the 3rd portable activation unit. As described above, execution of final system acceptance for the core contract (original contract and changes up to and including Change Order 22), will occur exclusive of this change order.

Pricing Changes:

Pricing details are as follows:

Motorola Hardware (1 ea. ACE3600 with XTL2500)	\$ 4,060
ITS Hardware (Dell OptiPlex 760 Mini-Tower)	\$ 3,000
ITS Software	\$ 11,246
ITS and Motorola Integration Labor	\$ 13,672
ITS One Year Post Warranty Support	\$ 2,188
Sub-total	\$ 34,166
Credit from Previous Change Orders	(\$ 7,350)
Grand Total	\$ 26,816

City of Plano Responsibilities:

The City of Plano is responsible for the installation of the PC and ACE3600 FEP at the intended location of the 3rd portable activation unit. The City of Plano is also responsible for providing and installing the associated antenna system, which will connect to the XTL2500 radio.

Payment Schedule for this Change Order:

With the execution of final system acceptance, Motorola will issue an invoice for the core contract plus changes through Change Order 22. A separate invoice will be issued for the goods and services associated with Change Order 23, upon completion of the scope of Change Order 23.

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

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

Motorola, Inc.

By:



Printed Name: Michael Duke

Title: Territory Services Director

Date:


Customer

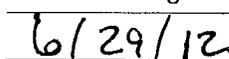
By:



Printed Name: Ron Goldsmith

Title: Radio Manager

Date:



Reviewed by: David Hill

Motorola Project Manager

Date: 6/25/12



**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:		8/13/12		
Department:		Public Safety Communications		
Department Head		Ron Timmons		
Agenda Coordinator (include phone #): Earl Whitaker x7074				
CAPTION				
To Motorola Solutions, Inc. increasing the contract by \$59,128 for nine (9) APX7000 dual-band (7/800MHz and VHF) portables for brush truck, battalion chiefs and wild land engine apparatus. This change order is associated with the CSP P25 Simulcast System, Change Order #11. CSP No. 2009-137-C.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		2,138,431	4,911,349	0
Encumbered/Expended Amount		-2,138,431	-1,325,432	0
This Item		0	-59,128	0
BALANCE		0	3,526,789	0
FUND(s): TECHNOLOGY IMPROVEMENTS				
<p>COMMENTS: Funds are available from the 2008 and 2009 sales of Tax Notes and 2010 sale of Certificates of Obligations. This item, in the amount of \$59,128, will leave a current year balance of \$3,526,789 for the microwave upgrade, radio and infrastructure replacement components of the Radio System Infrastructure Replacement project (project #'s 94201 - 94208).</p> <p>STRATEGIC PLAN GOAL: The purchase of nine portables for the Fire Department from the Radio System Infrastructure Replacement project relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Motorola and the City of Plano intend to process a change order associated with the ongoing deployment of the P25 Simulcast system. This change order will consist of procuring nine (9) APX7000 dual-band (7/800MHz and VHF) portables for brush truck, battalion chiefs and wild land engine apparatus. This change order provides radio equipment only as detailed in the attached Motorola Change Order No. 14 dated July 16, 2012.</p> <p>Staff recommends approval of Change Order No. 11. The contract total will be \$14,191,467.12, which includes change orders of 15.65% of the original contract amount of \$12,271,398.00.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo, Change Order No. 11				



Date: 7/31/12

To: Sharron Mason

From: Ron Goldsmith

Ref: Change order #11

The purpose for this change order is purchase nine (9) APX7000 Motorola dual band digital handheld radios for the fire departments brush truck, battalion chiefs, and wild land engine apparatus. These units communicate with other fire apparatus when Plano units are assisting agencies outside of Plano.

These units were not identified during the RFP process.

Funding for these units is from the 2008-2009 sales tax notes and 2010 sale of certificates of obligations.

Change Order No. 14

Date: July 16, 2012

Project Name: Cities of Plano, Allen, Wylie and Murphy (CSP 2009-137-C) P25 Public Safety Radio System

Customer Name: City of Plano

Customer Project Mgr: Ron Goldsmith

The purpose of this Change Order is to:

The purpose of this change order is for Plano Fire Department's procurement of nine (9) APX7000 dual-band (7/800MHz and VHF) portables for brush truck, battalion chiefs and wild land engine apparatus. This change order provides radio equipment only (per the equipment list contained herein). The City of Plano is responsible for developing the configuration templates and programming the radios.

Contract # CSP 2009-137-C

Contract Date: 12/23/2009

In accordance with the terms and conditions of the contract identified above between The City of Plano, TX and Motorola, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$ 19,104,907.00
Previous Change Order amounts for Change Order numbers <input type="text" value="1"/> through <input type="text" value="13"/>	\$ 1,737,964.68
This Change Order:	\$ 59,128.40
New Contract Value:	\$ 20,902,000.08

Completion Date Adjustments

Original Completion Date:	1/26/2011
Current Completion Date prior to this Change Order:	12/15/2011
New Completion Date:	12/31/2012

Changes in Equipment:

The City of Plano will procure nine (9) APX7000s with dual display, intrinsically safe and dual band operation. This includes a spare battery and remote speaker mic for each radio. A detailed equipment list with itemized pricing is given in the Change in Price section below.

Changes in Services:

There are no changes in services. Motorola is not including template development or programming services with this change order.

Schedule Changes:

There are no schedule changes.

Pricing Changes:

Table below provides itemized pricing for the radios to be purchased.

MODEL	DESCRIPTION	UNIT PRICE	QTY.	EXT. TOTAL
	Yellow Housing - Eight Each			
H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO	\$ 2,105.60	8	\$ 16,844.80
QA00569	ADD: 7/800MHZ PRIMARY BAND	-	8	\$ -
QA00574	ADD: VHF SECONDARY BAND	-	8	\$ -
QA00577	ADD: LARGE COLOR DISPLAY AND FULL KEYPAD	\$ 400	8	\$ 3,200.00
QA00579	ADD: ENABLE DUAL BAND OPERATION	\$ 800.00	8	\$ 6,400.00
Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 412.00	8	\$ 3,296.00
H38	ADD: SMARTZONE OPERATION	\$ 1,200.00	8	\$ 9,600.00
Q361	ADD: P25 9600 BAUD TRUNKING	\$ 240.00	8	\$ 1,920.00
H64	ADD: YELLOW CASE	\$ 25.00	8	\$ 200.00
H499	ADD: RUGGEDIZED HOUSING	\$ 250.00	8	\$ 2,000.00
G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$ 80.00	8	\$ 640.00
Q947	ADD: RADIO PACKET DATA	\$ 160.00	8	\$ 1,280.00
QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	\$ -	8	\$ -
Q498	ENH: ASTRO P25 OTAR W/ MULTIKEY	\$ 592.00	8	\$ 4,736.00
QA00581	NIMH IMPRESS BATTERY	\$ 100.00	8	\$ 800.00
GA00232	ADD: 3 YR REPAIR SERVICE ADVANTAGE	\$ 120.00	8	\$ 960.00
PMMN4069A	IMPRES RSM, 3.5MM AUDIO JACK	\$ 88.00	8	\$ 704.00
	YELLO HOUSING TOTAL	\$ 6,572.60		52,580.80
	Black Housing - One Each			
H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO	\$ 2,105.60	1	\$ 2,105.60
QA00569	ADD: 7/800MHZ PRIMARY BAND	-	1	\$ -
QA00574	ADD: VHF SECONDARY BAND	-	1	\$ -
QA00577	ADD: LARGE COLOR DISPLAY AND FULL KEYPAD	\$ 400	1	\$ 400.00
QA00579	ADD: ENABLE DUAL BAND OPERATION	\$ 800.00	1	\$ 800.00

Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 412.00	1	\$ 412.00
H38	ADD: SMARTZONE OPERATION	\$ 1,200.00	1	\$ 1,200.00
Q361	ADD: P25 9600 BAUD TRUNKING	\$ 240.00	1	\$ 240.00
H499	ADD: RUGGEDIZED HOUSING	\$ 250.00	1	\$ 250.00
G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$ 80.00	1	\$ 80.00
Q947	ADD: RADIO PACKET DATA	\$ 160.00	1	\$ 160.00
QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	\$ -	1	\$ -
Q498	ENH: ASTRO P25 OTAR W/ MULTIKEY	\$ 592.00	1	\$ 592.00
QA00581	NIMH IMPRESS BATTERY	\$ 100.00	1	\$ 100.00
GA00232	ADD: 3 YR REPAIR SERVICE ADVANTAGE	\$ 120.00	1	\$ 120.00
PMMN4069A	IMPRES RSM, 3.5MM AUDIO JACK	\$ 88.00	1	\$ 88.00
	BLACK HOUSING TOTAL	\$ 6,547.60		\$ 6,547.60
TOTAL CHANGE ORDER				\$ 59,128.40

City of Plano Responsibilities:

The City of Plano will develop the programming templates and perform the programming for all radios procured via this change order.

Payment Schedule for this Change Order:

The original payment milestones set forth in the original contract will remain unchanged. The City's current purchase order amount will be increased by the amount of \$59,128.40.

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

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

Motorola, Inc.
Customer

By: _____

By: _____

 Printed Name: Michael Duke

 Printed Name: Bruce D. Glasscock

 Title: Territory Services Director

 Title: City Manager

Date: _____

Date: _____

 Reviewed by: David Hill
 Motorola Project Manager

 Date: 6/16/2012



**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:		08/13/12			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): Linda Thomason x8301					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Amended and Restated Economic Development Incentive Agreement by and between the City of Plano, Texas, and Denbury Onshore, LLC, a Delaware limited liability company; authorizing its execution by the City Manager or his 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:	2011-12 through 2024- 25	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	18,967,420	0	18,967,420
Encumbered/Expended Amount		0	-8,745,675	-3,915,418	-12,661,093
This Item		0	-250,000	0	-250,000
BALANCE		0	9,971,745	-3,915,418	6,056,327
FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND					
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
SUMMARY OF ITEM					
A proposed Amended and Restated Economic Development Incentive Agreement by and between the City of Plano, Texas, and Denbury Onshore, LLC, a Delaware limited liability company, to lease additional office space in a minimum amount of 61,000 square feet and add real property improvements of approximately Ten Million Dollars (\$10,000,000.00) and add or relocate business personal property of approximately Two Million Dollars (\$2,000,000.00) at their expanded location at 5360 Legacy Drive, Plano, Texas, and create or maintain of a minimum of 750 and up to 800 full time jobs on the Property.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Economic Development Incentive Agreement					

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Amended and Restated Economic Development Incentive Agreement by and between the City of Plano, Texas, and Denbury Onshore, LLC, a Delaware limited liability company; authorizing its execution by the City Manager or his designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Amended and Restated Economic Development Incentive Agreement by and between the City of Plano, Texas and Denbury Onshore, LLC, a Delaware limited liability company, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED this the 13th day of August, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

AMENDED AND RESTATED

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Amended and Restated Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and Denbury Onshore, LLC, a Delaware limited liability company, (hereinafter referred to as the “Company”), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of acquisition, development and exploration of oil and gas and anticipates that it will further expand their business in Plano, Texas, and lease additional office space in a minimum amount of 61,000 square feet and add additional real property improvements of approximately Ten Million Dollars (\$10,000,000.00) and add or relocate business personal property of approximately Two Million Dollars (\$2,000,000.00) at their expanded location at 5360 Legacy Drive, Plano, Texas; and

WHEREAS, the City and Company entered into an initial economic development incentive agreement approved by the City Council in Resolution No. 2007-5-17 on May 29, 2007 for the creation of 275 Job Equivalents which was replaced by a second economic development incentive agreement approved by the City Council in Resolution No. 2010-5-8 on May 10, 2010 which addressed a relocation of Company within the City and additional job creation commitments; and

WHEREAS, Company has created or transferred 600 Job Equivalents to the City and met all of its commitments under the prior agreements referenced above and intends to continue to expand their business in the City by acquiring and improving additional office space and creating additional Job Equivalents; and

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

WHEREAS, the occupancy of 61,000 additional square feet of commercial space and the creation or maintenance of a minimum of 750 and up to 800 full time jobs on the Property will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

WHEREAS, the Agreement herein restating and further amending the terms and conditions between the parties are in all things approved by the City Council and this Agreement supersedes and replaces the prior Agreements approved by the City Council in Resolution Nos. 2007-5-17 and 2010-5-8.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, and for other good and valuable consideration, the parties agree that this Agreement restates, amends, supersedes and replaces all prior agreements signed by the parties as follows:

Article I Definitions

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

“Baseline Job Equivalents” shall mean Six Hundred (600) Job Equivalents which includes Five Hundred Twenty-Five (525) Job Equivalents that the Company has received a grant payment for pursuant to the Economic Development Agreements approved by the City Council in Resolution Nos. 2007-5-17 and 2010-5-8 plus Seventy-Five (75) additional Job Equivalents added by the Company subsequent to the aforementioned Agreements and prior to this Agreement. The Baseline Job Equivalents shall be used as a benchmark for calculating additional Job Equivalent requirements for purposes of the third grant payment pursuant to Section 4.02 herein.

“Commencement Date” shall mean the earlier of the occupancy of the Property or March 1, 2011, whichever occurs first.

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

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

“Job Equivalent” shall mean one or more Company job positions located at the Property which individually or when combined total 2,080 hours annually.

“Real Property” or “Property” shall mean 5320 and/or 5360 Legacy Drive, Plano, Texas 75024.

Article II Term

The term of this Agreement shall begin on the Commencement Date and continue until September 30, 2025, unless sooner terminated as provided herein.

Article III Obligations of Company

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

(a) Occupy not less than 274,000 square feet of commercial space at 5320 Legacy Drive, Plano, Texas on or before March 1, 2011; and

(b) Occupy not less than an additional 61,000 square feet of commercial space at 5360 Legacy Drive, Plano, Texas on or before April 30, 2013; and

(c) Transfer at least 275 Job Equivalents from the Company's prior location at Lot 2, Block 1 of Denbury Addition, Plano, Texas to the Property on or before March 1, 2011; and

(d) Create at least 125 new Job Equivalents at the Property on or before March 1, 2011 such that the total number of Job Equivalents at the Property on March 1, 2011 shall total at least 400 Job Equivalents; and

(e) Add at least an additional 125 new Job Equivalents at the Property on or before December 31, 2011 such that the total number of Job Equivalents at the Property on December 31, 2011 shall total at least 525 Job Equivalents; and

(f) Company may create an additional minimum of 150 and up to an additional 200 Job Equivalents above the Baseline Job Equivalents at the property for a total minimum of 750 and up to 800 Job Equivalents at the Property on or before April 30, 2015; and

(g) Maintain all created or transferred Job Equivalents for which Company has received a grant payment on the Property for the remainder of the term of this Agreement; and

(h) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

Article IV Economic Development Grant

4.01 **Grant.** In consideration of the Company successfully fulfilling the obligations as set forth in Article III above, the City agrees to provide the Company a cash grant of up to Eight Hundred Thirty-Seven Thousand, Five Hundred Dollars (\$837,500.00). This grant includes Five Hundred Eighty-Seven Thousand, Five Hundred Dollars (\$587,500.00) the Company has already

received pursuant to the Economic Development Agreements approved by the City Council in Resolution Nos. 2007-5-17 and 2010-5-8 for the 525 previous Job Equivalents referenced in Article III (c), (d) and (e) above. The Company agrees to maintain on the Property the transferred or created Job Equivalents for which a cash grant has been paid by the City to the Company throughout the term of this Agreement as provided in Section 4.03 below.

4.02 **Grant Payments.** In addition to the Five Hundred Eighty-Seven Thousand, Five Hundred Dollars (\$587,500.00) which the Company has already received, the Company shall be entitled to a payment of up to Two Hundred Fifty Thousand Dollars (\$250,000.00) subject to the following terms:

(a) By April 30, 2013, Company shall occupy not less than 61,000 gross square feet of additional office and warehouse space at 5360 Legacy Drive, Plano, Texas; and

(b) By April 30, 2015, the Company shall transfer or create at least an additional 150 Job Equivalents in addition to the Baseline Job Equivalents to the Real Property for a total minimum of 750 Job Equivalents to be eligible to receive an additional grant payment of One Hundred Eighty-Seven Thousand, Five Hundred Dollars (\$187,500.00). The payment will not be pro-rated. If the Company exceeds the minimum number of Job Equivalents by April 30, 2015, it will be paid One Thousand Two Hundred Fifty Dollars (\$1,250.00) for each additional Job Equivalent up to a maximum number of 200 additional Job Equivalents in addition to the Baseline job Equivalents for a total additional maximum of 800 Job Equivalents and a maximum additional grant payment of Two Hundred Fifty Thousand Dollars (\$250,000.00). The total amount of all grants paid pursuant to the Agreement shall not exceed Eight Hundred Thirty-Seven Thousand, Five Hundred Dollars (\$837,500.00) including all prior amounts paid to Company by the City. Job Equivalents added subsequent to April 30, 2015 shall not be compensated. **Company must submit the Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III (b) and (f) not later than August 1, 2015. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the grant in this Section 4.02(b).**

City will make the payment within thirty (30) days of receipt of the Exhibit "A" certification unless the City reasonably objects to the certification but in no event shall the payment be made before April 30, 2015.

(c) Beginning January 1, 2013, Company must submit an annual certification on the form attached hereto as Exhibit "B" not later than January 31 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. A failure to file the annual certification by the January 31 deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City's right to a full refund, including damages, as set out in Section 4.03.

(d) All certifications must be executed by the Company's chief executive or financial officer.

4.03 **Refunds.** In the event the Company allows Job Equivalents at the Property to fall below the number of Job Equivalents for which it has received a grant payment for more than one hundred eighty (180) consecutive days during the term of this Agreement, not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to the amount paid for the lost Job Equivalent as follows:

(a) (i) If Company's Job Equivalents drop below the range of eight hundred (800) down to six hundred one (601) Job Equivalents for more than 180 consecutive days during the term of this Agreement, the Company shall reimburse the City in an amount equal to One Thousand Two Hundred Fifty Dollars (\$1,250.00) for each lost Job Equivalent; and

(ii) If Company's Job Equivalents drop below the range of six hundred (600) down to five hundred twenty-six (526) Job Equivalents for more than 180 consecutive days during the term of this Agreement, the Company shall not be required to reimburse the City for those Job Equivalents due to the Company not receiving any grant money for these Job Equivalents from the City; and

(iii) If Company's Job Equivalents drop below the range of five hundred twenty-five (525) down to two hundred seventy-six (276) Job Equivalents for more than 180 consecutive days during the term of this Agreement, the Company shall reimburse the City in an amount equal to One Thousand Two Hundred Fifty Dollars (\$1,250.00) for each lost Job Equivalent; and

(iv) If Company's Job Equivalents drop below the range of two hundred seventy-five (275) down to zero (0) Job Equivalents for more than 180 consecutive days during the term of this Agreement, the Company shall reimburse the City in an amount equal to One Thousand Dollars (\$1,000.00) for each lost Job Equivalent.

For the purposes of determining whether the City is due a refund under this section, the Company shall certify to the City as set out in Section 4.02(c) above the actual number of Job Equivalents at the Real Property for the compliance period using the form attached as Exhibit "B". A failure to make the refund payment prior to or at the time of filing certification shall constitute an event of default. If a refund has been paid for one or more Job Equivalent(s), Company is not entitled to any future payment for that lost Job Equivalent(s) notwithstanding that it subsequently complies with the Job Equivalent requirements of this Agreement at a later date. In no event shall Company be required to pay for a Job Equivalent for which it never received a grant payment.

(b) If the Company defaults on the payment of any refund or fails to timely provide any certification as required by Section 4.02(c), the full amount of the entire grant paid shall be refunded by Company to the City. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

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

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

Article V Termination

5.01 **Events of Termination.** This Agreement terminates upon any one or more of the following:

(a) By expiration of the term and where no defaults have occurred; or

(b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured.

5.02 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

Article VI Retention and Accessibility of Records

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of: (1) five (5) years from the end of the Agreement period; or (2) the period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or

medical data of any employees of Company except to confirm payroll information compliance for Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

Article VII Assignment

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

Article VIII Miscellaneous

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

8.02 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

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

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

If intended for the City:
City of Plano, Texas
Attention: Mr. Bruce D. Glasscock
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

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

If intended for the Company:
Denbury Onshore LLC
Attention: Mr. Phil Rykhoek
5320 Legacy Drive
Plano, TX 75024

With a copy to
Denbury Onshore LLC
Attention: Legal Department
5320 Legacy Drive
Plano, TX 75024

Denbury Onshore, LLC
Attention: Mr. Tony Burgess
Tax Department
5320 Legacy Drive
Plano, TX 75024

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

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

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

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

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

8.10 **Authorized to Bind.** The persons who execute their signatures to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

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

This Agreement shall be effective upon the last date on which all parties have executed this agreement.

ATTEST:

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

Diane Zucco, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER
Date: _____

Signatures continued on next page

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

DENBURY ONSHORE, LLC, a Delaware
limited liability company

Name: _____
Title: _____

Phil Rykhoek
CHIEF EXECUTIVE OFFICER
Date: _____

EXHIBIT "A"

CERTIFICATE OF COMPLIANCE FOR GRANT PAYMENT

Please check one of the following before signing and returning the certification:

_____ a. I hereby certify that Denbury Onshore, LLC has created _____ Job Equivalents at the property by April 30, 2015 in addition to the base Job Equivalents at the Property and is in compliance with each applicable term as set forth in Article III of the Amended and Restated Economic Development Agreement and is entitled to receive payment under the terms of the Agreement. The total number of job equivalents at the Property as of April 30, 2015 was _____. I further certify that Job Equivalents at the Property have not fallen below the number of Job Equivalents for which Denbury Onshore, LLC has received a grant payment for more than one hundred eighty (180) consecutive days during the term of the Agreement. Denbury Onshore, LLC is entitled to an additional grant payment pursuant to Section 4.02 of the Agreement.

_____ b. I hereby certify that Denbury Onshore, LLC has not created at least 150 additional Job Equivalents above the Base Job Equivalents at the Property by April 30, 2015 and is not entitled to an additional grant payment.

ATTEST:

DENBURY ONSHORE, LLC, a Delaware limited liability company

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date

NOTE:

This Certificate of Compliance is due by August 1, 2015 and should be mailed to:

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

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

Please select one of the options below before signing and returning the certification:

_____ a. I hereby certify that Denbury Onshore, LLC is in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has not fallen below the number for which Denbury Onshore, LLC has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____.

_____ b. I hereby certify that Denbury Onshore, LLC is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has fallen below the number for which Denbury Onshore, LLC has received a grant payment. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____ and that that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

ATTEST:

DENBURY ONSHORE, LLC, a Delaware limited liability company

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date

NOTE:

This form is due by January 31 of each year beginning on January 31, 2013, and as long as this Agreement is in effect and should be mailed to:

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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/13/12		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): Kathleen Schonne (7198)				
CAPTION				
A Resolution of the Collin County Commissioners Court and City Council of the Cities of Allen, Frisco, McKinney, Plano, Prosper and Richardson, Texas, supporting Collin Countys prioritization of proposed RTR funded transportation projects.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	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): N/A				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: A resolution providing the Regional Transportation Council with a prioritized list of proposed RTR projects relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
In 2007, the North Texas Tollway Authority made a \$3.2 billion payment for the right to construct SH 121 (Sam Rayburn Tollway). Some of this money was returned to Collin County and neighboring cities to pay for transportation projects. Since then more money has been made available, interest has accrued and some projects have been completed at lower costs than expected. Collin County asked cities and TxDOT to provide them with a list of projects to fund with this money. The projects have been evaluated and the prioritized list is attached to the resolution. This resolution will be forwarded to the Regional Transportation Council for their action.				
List of Supporting Documents: Resolution, Court Order, Priority List			Other Departments, Boards, Commissions or Agencies N/A	

**A RESOLUTION OF THE COLLIN COUNTY COMMISSIONERS COURT
AND CITY COUNCIL OF THE CITIES OF ALLEN, FRISCO,
MCKINNEY, PLANO, PROSPER AND RICHARDSON, TEXAS,
SUPPORTING COLLIN COUNTY'S PRIORITIZATION OF PROPOSED
RTR FUNDED TRANSPORTATION PROJECTS**

On July 9, 2012, the Commissioners Court of Collin County Texas, met in regular session. During such session, the Court approved the prioritization of projects to be funded from available SH 121 Regional Toll Revenue accrued interest and savings as well as new SH 161 Regional Toll Revenue as included in the attached County's prioritization ranking spreadsheet.

WHEREAS, the Regional Transportation Council (RTC) allocated SH 121 Regional Toll Revenue (RTR) funds for transportation projects within Collin County, Texas; and

WHEREAS, interest has accrued to date and savings from existing SH 121 RTR projects has been identified;

WHEREAS, additional SH 161 Regional Toll Revenue Funding has been identified for Collin County;

WHEREAS, the Texas Department of Transportation and all of the cities of Collin County submitted projects for consideration and possible funding with RTR funds;

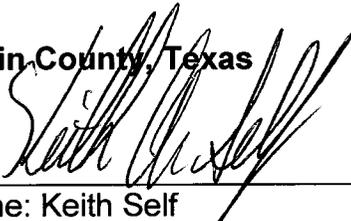
WHEREAS, all of the submitted projects were analyzed and ranked;

WHEREAS, it is the consensus of the members of the RTC representing cities of Collin County that the attached prioritization spreadsheet should be used as a guide to allocate additional RTR funding;

NOW, THEREFORE, BE IT RESOLVED BY THE COLLIN COUNTY COMMISSIONERS COURT AND CITY COUNCIL OF THE CITIES OF ALLEN, FRISCO, MCKINNEY, PLANO, PROSPER AND RICHARDSON TEXAS, THAT:

- 1. We approve the new and existing RTR projects being recommended for Regional Toll Revenue funding; and the methodology for approving same; and*
- 2. We request that the RTC honor this list and take action to approve funding for the projects as listed in the attached prioritization spreadsheet.*

Collin County, Texas

By: 

Name: Keith Self

Title: County Judge

Date: 7/24/12

City of Allen, Texas

By: _____
Name:
Title:
Date:

ATTEST:

By: _____
Name:
Resolution No. _____

City of Frisco, Texas

By: _____
Name:
Title:
Date:

ATTEST:

By: _____
Name:
Resolution No. _____

City of McKinney, Texas

By: _____
Name:
Title:
Date:

ATTEST:

By: _____
Name:
Resolution No. _____

City of Plano, Texas

By: _____
Name:
Title:
Date:

ATTEST:

By: _____
Name:
Resolution No. _____

Town of Prosper, Texas

By: _____
Name:
Title:
Date:

ATTEST:

By: _____
Name:
Resolution No. _____

City of Richardson, Texas

By: _____
Name:
Title:
Date:

ATTEST:

By: _____
Name:
Resolution No. _____

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: RTR Priority Projects – Engineering

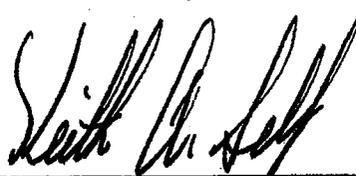
On July 9, 2012, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Keith Self
Matt Shaheen
Cheryl Williams
Joe Jaynes
Duncan Webb

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of the attached RTR Priority Projects.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of the attached RTR Priority Projects. Same is hereby approved in accordance to the attached documentation.



Keith Self, County Judge



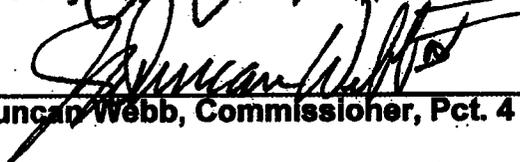
Matt Shaheen, Commissioner, Pct. 1



Cheryl Williams, Commissioner, Pct. 2



Joe Jaynes, Commissioner, Pct. 3



Duncan Webb, Commissioner, Pct. 4



ATTEST:



Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, T E X A S

COLLIN COUNTY TRANSPORTATION PRIORITY PROJECTS FOR RTR FUNDING

Matrix Total	PROJECT INFORMATION						MATRIX CRITERIA								Funding Gap
	Agency	Roadway Name	Plimit From	Plimit To	Project Type	Letting Date	Funding Gap	Stage of Project	ADT	Congestion	Economic Development	Increased Mobility	Avail. Of Other Funds / Matching \$	City Priority	
							Weight = 1x	Weight = 1.5x	Weight = 1x	Weight = 1x	Weight = 1x	Weight = 1x	Weight = 1x	Weight = 2x	
100	TXDOT	FM 2478	US 380	Stonebridge Dr.	Construction	2009									\$ 1,005,000
100	TXDOT	FM 3537	SH 289	FM 2478	Construction	2011									\$ 8,000,000
100	TXDOT	FM 455	US 75 NB Frontage Rd	SH 5	ROW/Utilities/Const	2013									\$ 6,000,000
100	TXDOT	SH 121	SH 5	E. of FM 455	ROW/Utilities/Const	2013									\$ 20,600,000
100	TXDOT	US 380	West of CR 608 in Farmersville	East of Floyd St	Construction	2011									\$ 4,750,000
100	TXDOT	US 75	North of Melissa Rd	FM 455	ROW/Util.	2015									\$ 20,000,000
100	TXDOT	US 75	SPUR 399 (SH 121 South)	Wilson Creek	Construction	2011									\$ 3,000,000
100	TXDOT	US 75	Telephone Road	North of Melissa Rd	Eng/ROW/Util.	2012									\$ 12,000,000
100	TXDOT	US 75	Wilson Creek	South of US 380	Construction	2011									\$ 3,000,000
100	TXDOT/ALLEN	Stacy Rd/FM 2786	E. of Angel Pkway	FM 1378	ROW/Const	2012									\$ 1,100,000
100	TXDOT/MURPHY	FM 2551	FM 544	FM 2514	Construction	2011									\$ 2,000,000
100	TXDOT/PARKER	FM 2514	FM 2551	FM 1378	Construction	2014									\$ 5,000,000
100	TXDOT/PLANO	US 75	@ PGBT		Construction	2015									\$ 18,000,000
														TxDOT TOTAL FUNDING GAP	\$ 104,455,000
														SAVINGS ON RTR PROJECTS	\$ 27,134,873
														TOTAL AMOUNT REQUESTED	\$ 77,320,127
65	ALLEN	Exchange Parkway	US 75	Allen Heights	Eng/Const	2013	8	8	7	7	6	8	9	4	\$ 3,120,000
64	WYLIE/LUCAS	FM 1378	N. Parker Rd	S. Parker Road	ROW/Const	2013	7	8	4	8	7	8	8	5	\$ 4,250,000
63.5	RICHARDSON	Routh Creek Parkway/Infocom/Infocom	Renner/Plano Rd/US 75	Infocom/Routh Crk/DART Rail Line	Eng/Const	2013	5	9	6	6	9	7	7	5	\$ 9,479,950
63	MCKINNEY	Stacy Rd/FM 2786	Ridge Rd.	SH 121	Eng/Const	2012	9	10	7	6	5	7	6	4	\$ 1,600,000
62	FRISCO	FM 2478	SH 121	Stonebridge Drive	Engineering	2014	10	6	8	8	8	9	6	2	\$ 983,000
62	MCKINNEY	FM 546 Connector	SH 5	Airport Dr.	Eng/ROW	2014	6	6	6	6	9	8	8	5	\$ 6,100,000
61	PLANO	DNT	@ PGBT		Construction	2014	4	6	10	10	9	9	2	4	\$ 15,000,000
59.5	FRISCO	Dallas Parkway	SH 121	Eldorado Pkway	Engineering	2015	8	5	8	8	7	9	6	3	\$ 2,170,000
59.5	LUCAS	West Lucas Road	FM 2551	FM 1378	Eng/ROW/Const	2013	9	9	5	5	7	7	3	5	\$ 1,500,000
59	FRISCO	Rockhill Road	CR 26	Preston Rd.	Construction	2012	8	8	3	4	6	8	10	4	\$ 3,690,000
59	PROSPER/CELINA	Frontier Parkway (CR5)	SH 289 (Preston Rd.)	DNT	Eng/ROW/Const	2014	6	6	4	4	9	9	8	5	\$ 5,442,722
58.5	PRINCETON	US 380	at Second Street (turn Lanes)		Eng/Const	2013	10	9	6	4	4	5	6	6	\$ 350,000
58	ANNA	US 75	at FM 455		Engineering	2014	8	6	2	7	8	7	7	5	\$ 2,000,000
57.5	RICHARDSON	East Infocom	Plano Road	Wyndham	Eng/Const	2013	6	9	6	6	8	7	7	2	\$ 5,577,000
56.5	LUCAS	West Lucas Road	@ FM 1378		Eng/ROW/Const	2013	10	9	5	6	6	4	7	3	\$ 900,000
56	MCKINNEY	Virginia Pkwy	Mallard Lks	US 75	Eng/ROW/Const	2012	6	10	7	8	5	7	6	1	\$ 8,900,000
56	MURPHY	Betsy Lane	North Murphy Road	McCreary Rd	Construction	2012	8	8	4	6	5	8	3	5	\$ 3,200,000
55.5	ALLEN/PARKER	FM 2551/Angel Parkway	FM 2514 (Parker Rd)	FM 2170 / Main St.	Eng/ROW/Utilities/Const	2016	3	5	5	7	7	9	7	5	\$ 17,600,000
55	MCKINNEY	Virginia Pkwy	Ridge Rd.	Mallard Lks.	Eng/Const	2014	8	6	7	7	5	7	6	3	\$ 2,800,000
55	PLANO	Misc. Intersection Improvements			Eng/Const	2012	8	10	4	7	5	8	6	1	\$ 1,996,500
55	FRISCO/PROSPER	US 380	CR 26	Custer	Construction	2014	5	6	7	5	8	9	6	3	\$ 9,000,000
54	WYLIE	McMillan Rd.	McCreary Rd.	FM 1378	Eng/ROW/Const	2013	5	8	4	5	6	6	8	4	\$ 7,502,925
52.5	LUCAS	FM 2170 (Estates Parkway)	FM 2551	FM 1378	Eng/ROW/Const	2013	9	9	2	5	7	7	3	3	\$ 1,700,000
52	LOWRY CROSSING	Bridgefarmer	@ US 380 (Turn Lanes)		Construction	2013	10	8	7	4	4	6	3	3	\$ 1,000,000
51.5	MELISSA	US 75	Melissa Rd.	Outerloop	Construction	2013	1	9	8	4	5	9	1	5	\$ 72,137,739
51.5	PRINCETON	Monte Carlo	@ FM 75 (Bridge and additional paving)		Eng/Const	2013	10	9	3	3	4	7	5	3	\$ 800,000
51.5	SACHSE	Maxwell Creek Rd	Ranch Rd	City Limits	Eng/ROW/Const	2016	10	5	3	4	6	6	9	3	\$ 241,346
51	ST. PAUL	FM 2514	East of Lavon Parkway	Butschers Block	Construction	2014	6	6	4	5	6	9	2	5	\$ -
50.5	SACHSE	Ranch Rd	Dewitt Rd.	Clearmeadow Ln.	Eng/ROW/Const	2016	9	5	2	3	6	6	9	4	\$ 1,342,525
49.5	ANNA	FM 455	SH 5 east to	SH 121	Eng/ROW/Utilities/Const	2013	6	9	4	4	7	6	7	1	\$ 6,551,340
49.5	ANNA	Ferguson Pkwy (CR 367)	FM 455 (W. White St)	Ratton Elementary School	Eng/ROW/Const	2013	10	9	2	3	5	5	9	1	\$ 703,000
49	WYLIE	Park Blvd.	FM 1378	City Limits	Eng/ROW/Const	2014	7	6	5	5	6	6	5	3	\$ 3,470,000
48.5	ANNA	US 75	Melissa Rd.	Grayson County Line	Eng/ROW/Utilities/Const	2013	1	9	8	4	7	6	1	4	\$ 174,423,390
48.5	MELISSA	US 75	Outer Loop	Grayson County Line	Eng/ROW	2025	4	1	8	9	6	9	1	5	\$ 13,650,000
48.5	MCKINNEY	SH 5 reconstruction	FM 546	US 380	Eng/Const	2015	3	5	7	7	7	6	7	2	\$ 18,400,000
48	ST. PAUL	FM 2514	FM 1378	East of Lavon Parkway	Eng/ROW/Const	2014	4	6	4	7	5	9	2	4	\$ 15,942,825
47.5	FARMERSVILLE	CR610/CR611 (Ext. Farmersville Parkway)	SH 78	US 380	Eng/ROW/Const	2015	8	5	1	2	9	5	7	5	\$ 7,100,000
47	MCKINNEY	FM 546 Connector	SH 5	Airport Dr.	Construction	2014	3	4	6	6	9	8	7	1	\$ 19,000,000
46	ALLEN	Ridgeview Drive	US 75	Alma Drive	Eng/ROW/Utilities/Const	2014	4	6	2	4	7	8	8	2	\$ 12,600,000
46	FRISCO	Coit Rd	Panther Creek	U.S. 380	Eng/Const	2014	7	6	1	4	6	7	10	1	\$ 4,720,000
45	PROSPER	Coit Road	First St.	FM 1461	Eng/Const	2014	6	6	3	4	7	7	7	1	\$ 8,450,000
44.5	LAVON	SH 205	in Collin county		Eng/ROW/Const	2016	2	5	4	6	5	9	1	5	\$ -
44	LUCAS	FM 3286 (East Lucas Road)	at FM 1378		Eng/ROW/Const	2014	8	6	5	6	4	7	3	1	\$ 2,500,000
44	PARKER	Springhill Estates Drive	FM 2514 (Parker Rd)	Chaparral Drive	Construction	2013	6	8	3	4	4	7	2	3	\$ 5,600,000
43.5	PARKER	Lewis Lane	FM 2514 (Parker Rd)	Lucas Rd.	Construction	2013	6	9	3	5	5	7	2	1	\$ 6,400,000
42	PROSPER	DNT Southbound Frontage Road	CR 5	US 380	Eng/Const	2014	3	6	3	4	9	3	7	2	\$ 19,559,286
42	PARKER	Chaparral Drive	Cottonwood Creek (Plano/Parker border)	Malone (Allen)	Construction	2013	6	8	3	4	4	7	2	2	\$ -
42	PROSPER	Prosper Trail	SH 289	FM 2478	Eng/Const	2014	4	6	3	4	7	7	2	3	\$ 12,750,000
40.5	ROYSE CITY	FM 1138	SH 66 (in Rockwall CO)	CR 590	Eng/ROW/Const	2016	5	5	2	5	5	6	4	3	\$ -
38.5	ROYSE CITY	FM 1777	SH 66 (in Rockwall CO)	IH 30 (in Rockwall CO)	Eng/ROW/Const	2016	5	5	1	3	6	6	4	3	\$ -
37.5	CELINA	Collin County Outer Lop Seg 3a	From DNT	FM 2478	Eng/ROW/Const	2016	2	5	1	4	8	8	1	3	\$ 41,800,000
36	ALLEN	Ridgeview Drive	at US 75		Eng/ROW/Utilities/Const	2017	3	2	1	6	8	8	7	1	\$ 29,250,000
35.5	LOWRY CROSSING	Bridgefarmer Rd. In Lowry Crossing			Engineering	2015	2	5	7	3	4	6	2	2	\$ -
34.5	ANNA	SH 5	SH 121	Grayson County Line (CR 375)	Eng/ROW/Utilities/Const	2016	2	5	3	3	5	7	1	3	\$ 33,013,857
34	WYLIE	Park Blvd.	FM 2514 (Parker Rd.)	Spring Creek	Eng/ROW/Const	2017	5	2	1	4	6	6	7	1	\$ 9,178,333
31.5	ANNA	FM 455	US 75 west to	East Fork Creek	Eng/ROW/Utilities/Const	2015	3	5	1	3	6	6	2	2	\$ -
28.5	ANNA	SH 121	Outer Loop	Fannin County Line	Eng/ROW/Const	2020	3	1	5	4	5	6	2	1	\$ 18,165,518
														CITY TOTAL FUNDING GAP	\$ 653,211,256
														FUNDING GAP TOTAL (With TxDOT Optional Projects):	\$ 730,531,388



**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:		8/13/12		
Department:		Human Resources		
Department Head		Jim Parrish		
Agenda Coordinator (include phone #): Earl Whitaker x 7074				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement by and between City of Plano and the University of Texas at Dallas, providing terms and conditions for educational services as part of the City's Professional Development Program; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; 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:	2011-12,2012-13,2013-14	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	4,500	18,000	22,500
Encumbered/Expended Amount	0	0	0	0
This Item	0	-4,500	-18,000	-22,500
BALANCE	0	0	0	0
FUND(S): GENERAL				
COMMENTS: Funding for this Agreement will come from the FY 2011-12 Non-Departmental Budget. Expenditures will be made in the Non-Departmental Department based on need within the approved budget appropriations for each year of the contract. This service approves a (24) month contract. STRATEGIC PLAN GOAL: Providing educational opportunities for City of Plano employees relates to the City's Goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Interlocal Agreement by and between the City of Plano and the University of Texas at Dallas, providing terms and conditions for educational services as part of the City's Professional Development Program. The initial term of this Contract shall be a period of twenty four (24) months commencing on August 26, 2012.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution and Interlocal Agreement			NA	

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement by and between City of Plano and the University of Texas at Dallas, providing terms and conditions for educational services as part of the City's Professional Development Program; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement for educational services by and between the University of Texas at Dallas 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, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

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

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

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

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

DULY PASSED AND APPROVED this the 13th day of August, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND UNIVERSITY OF TEXAS AT DALLAS FOR GRADUATE
PROGRAM IN LOCAL GOVERNMENT MANAGEMENT**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "Plano", and **UNIVERSITY OF TEXAS AT DALLAS**, hereinafter referred to as "University", as follows:

WITNESSETH:

WHEREAS, Plano is a political subdivision and University an institution of higher education within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Plano and University to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, Plano wishes to offer its employees a Graduate Certificate in Local Government Management (the "Program"); and

WHEREAS, University is an institution of higher education that offers graduate level education courses and desires to offer the Program to Plano employees; and

WHEREAS, Plano has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

WHEREAS, the Program will provide Plano employees with additional knowledge and skills to more effectively serve the citizens.

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

**I.
TERM**

This Agreement shall be for a period of two (2) years commencing on August 26, 2012.

**II.
THE PROGRAM**

The parties agree that University shall offer graduate level education courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing.

III.
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

1. Plano shall designate a program liaison who will manage program details and work with the University's program manager in content and logistics planning. Plano shall provide University with required student-employee information for the purpose of registration and documentation. Plano shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment for classes held at the City of Plano. All classes for the Certificate Program are to be held at the City of Plano or another location specified by Plano.
2. Plano employees are required to follow all of the dates posted in University's Academic Calendar regarding registration and dropping/withdrawing classes. All relevant dates can be found on the Academic Calendar for each term at <http://www.utdallas.edu/academiccalendar/>.
3. University shall provide curriculum design, program delivery, assembly of program materials, development of materials for participants, administration and tabulation of course evaluations, and a program manager to work with Plano.

IV.
CONSIDERATION / FEES

- A. Plano shall pay University in accordance with the terms set out in **Exhibit "A"** attached hereto and incorporated herein by reference. Total compensation for the initial term of this agreement shall not exceed the sum of **TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$22,500.00)** unless amended in writing by both parties. Plano will pay for the fees and/or expenses incurred pursuant to this Agreement from the current revenues available. Any renewal will be subject to the revenues available for that contract term.
- B. Plano will forward a purchase order to the University, listing the Plano employees participating in the program, no later than two (2) weeks prior to classes beginning. The purchase order must list the names of the students enrolled in the program for the semester, the number of classes and the number of credit hours for each student and the agreed upon tuition amounts. In addition, the purchase order must list Plano's contact person's name, phone number, fax number and the billing address. The purchase order must be sent to the University's Bursar's Office:

UTD Bursar's Office SSB21
Attn: Cynthia Ladejo
800 West Campbell Rd.
Richardson, TX 75080-3021
972-883-4034

After the receipt of the purchase order, the University Bursar's Office will transfer the tuition obligation from the individual students' records to Plano. No later than one month after Census Day (last day a student can drop a class without monetary penalty), University will send an invoice to Plano for the total cost as reflected on the purchase order. Payments hereunder shall be made to University within thirty (30) days of receiving University's invoice. Payments due to the University will not be contingent upon grades or attendance. In the event that the student is terminated from Plano's employment after the purchase order has been processed, Plano is still obligated to the University.

C. University recognizes that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. University and Plano 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 agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

V. TERMINATION

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Plano shall pay all fees and costs, if any, incurred by University pursuant to this Agreement through the effective date of termination, and it is expressly understood that tuition refunds, if any, shall be handled according to standard University policy governing such refunds.

VI. RELEASE AND HOLD HARMLESS

To the extent authorized by the constitution and laws of the state of Texas, University agrees to be responsible for its own acts of negligence and Plano, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this agreement for any of its activities or from any act or omission of any employee or invitee of University or Plano.

In the event of joint and concurrent negligence, University and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VII. NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

University of Texas at Dallas Representative: **City of Plano Representative:**

Dr. Doug Goodman
Associate Professor of Public Affairs and MPA
Director
University of Texas at Dallas
School of Economics, Political, and Policy
Sciences Program of Public Affairs
800 West Campbell Rd., Mail Station: GR 31
Richardson, Texas 75080
(972) 883-4948

Jim Parrish
Director of Human Resources
City of Plano
1520 Avenue K
Plano, Texas 75074
(972) 971-7474

VIII.
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council on August 13, 2012. University has executed this Agreement pursuant to the authority granted by its governing body.

IX.
SEVERABILITY

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

X.
VENUE

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

XI.
INTERPRETATION OF AGREEMENT

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

XII.
REMEDIES

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

**XIII.
SUCCESSORS AND ASSIGNS**

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

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

UNIVERSITY OF TEXAS AT DALLAS

Date: _____

By: _____

Dr. Hobson Wildenthal,
Executive Vice President and
Provost

UNIVERSITY OF TEXAS AT DALLAS

Date: _____

By: _____

Dr. Calvin D. Jamison,
Vice President for Administration

CITY OF PLANO, TEXAS

Date: _____

By: _____

Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2012, by **DR. HOBSON WILDENTHAL**, Executive Vice President and Provost of **UNIVERSITY OF TEXAS AT DALLAS**.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2012, by **DR. CALVIN D. JAMISON**, Vice President for Administration of **UNIVERSITY OF TEXAS AT DALLAS**.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2012, by **BRUCE D. GLASSCOCK**, City Manager, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT "A"

Program: **Graduate Certificate in Local Government Management**

Courses offered under this Program will include, but are not limited to, the following:

- Local Government Management
- Human Resources Management
- Financial Management and Budgeting
- Navigating the Political Environment
- Quality and Productivity Improvement
- Community Development
- Economic Development
- Media Relations

Credit Hours: 3 credit hours per course

Participants: Maximum of 3 students

Tuition:

- **\$1,500.00 per student for a 3 hour class (one course) per semester throughout the duration of this contract.**
- **\$2,400.00 for students enrolled in the 15 hour Certificate in Local Government Management for a second 3 hour course in a semester. Difference between \$1,500.00 and \$2,400.00 will be paid by student.**
- **Students who pursue a Masters of Public Affairs beyond the 15 hour (five courses) Certificate in Local Government Management will pay \$1,500.00 per 3 hour course per semester or \$2,400.00 per two 3 hour courses per semester until completion of the Master's Degree.**

Materials/Supplies Costs: All required materials will be paid for by the individual participant.

Scheduled Course Dates: To be determined by **University**.

Instructor: To be determined by **University**.



**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:		8/13/12		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Anita Bell, 7194				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, accepting the Certified Appraisal Rolls for Fiscal Year 2012-13 for Collin County and Denton County, 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: 2012-13	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	125,313,709	125,313,709
BALANCE	0	0	125,313,709	125,313,709
FUND(S): GENERAL FUND, GENERAL OBLIGATION DEBT FUND, & TIF				
COMMENTS: The 2012-13 Certified Appraisal Roll will generate revenues of approximately \$125,313,709, at the proposed rate of 48.86 cents per \$100 of assessed property value. This amount has been included in the 2012-13 Recommended Budget.				
STRATEGIC PLAN GOAL: Accepting the Certified Appraisal Roll relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
2012-13 Certified Appraisal Rolls for Collin County and Denton County.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution Collin County Certification Collin County Central Appraisal District 2012 Certified Totals Denton County Certification Denton County Appraisal Review Board 2012 Certified Totals				

A Resolution of the City Council of the City of Plano, Texas, accepting the Certified Appraisal Rolls for Fiscal Year 2012-13 for Collin County and Denton County; and providing an effective date.

WHEREAS, under V.T.C.A. Tax Code Section 26.04(b), the Tax Assessor for the City is required to submit the Appraisal Roll for the unit showing the total appraised, assessed and taxable values of all property and the total taxable value of the new property to the City Council; and

WHEREAS, the certification of the 2012 Appraisal Roll by the Chief Appraiser, Central Appraisal District of Collin County, is attached hereto as Exhibit "A," and

WHEREAS, the calculation of the 2012 Collin County certified total value, including the value of new property is attached hereto as Exhibit "B," and

WHEREAS, the certification of the 2012 Appraisal Roll by the Chief Appraiser, Central Appraisal District of Denton County, is attached hereto as Exhibit "C," and

WHEREAS, the calculation of the 2012 Denton County certified total value, including the value of new property is attached hereto as Exhibit "D," and

WHEREAS, upon review of the Certified Appraisal Rolls of Collin County and Denton County and all matters attendant and related thereto, the City Council finds that the Certified Appraisal Rolls of Collin County and Denton County for the Fiscal Year of 2012-13, should be accepted.

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

Section I. The Certified Appraisal Rolls for Collin County and Denton County for the Fiscal Year 2012-13, as submitted by the City Tax Assessors/Collector, are hereby accepted.

Section II. This Resolution shall become effective immediately upon this passage.

DULY PASSED AND APPROVED THIS 13TH DAY OF AUGUST, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

Diane C. Wetherbee, CITY ATTORNEY



Collin Central Appraisal District

PROPERTY TAX CODE, SECTION 26.01(a)

CERTIFICATION OF 2012 APPRAISAL ROLL

FOR: PLANO CITY

I, Bo Daffin, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the approved Appraisal Records of the Collin Central Appraisal District which lists property taxable by PLANO CITY and constitutes the appraisal roll for PLANO CITY with the amounts listed on the attached totals pages, with the heading "2012 Certified Totals".



Signature of Chief Appraiser

July 23, 2012

Date

Note: Approval of the appraisal records by the Collin Central Appraisal District Appraisal Review Board recorded on July 13, 2012.

PROPERTY TAX CODE, SECTION 26.01(c)

CERTIFICATION OF 2012 PROPERTIES UNDER PROTEST AND NOT INCLUDED IN CERTIFIED ROLL ABOVE

FOR: PLANO CITY

I, Bo Daffin, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the Appraisal Records of the Collin Central Appraisal District which lists property taxable by PLANO CITY but NOT included on the appraisal roll for PLANO CITY, since these properties are currently under Protest. The protested property values are listed on the attached totals pages, with the subheading "Under ARB Review Totals".

If there are no attached pages labeled with the subheading "Under ARB Review Totals" then all protests within the PLANO CITY were completed by July 13, 2012 and included in the Certified Roll listed above.



Signature of Chief Appraiser

July 23, 2012

Date

**NOTE: Please be advised that the property values appearing on the 'Under ARB Review Totals' page in your certified totals packet reflect the current 2012 Market and Taxable Values for the properties Under ARB Review without any Section 26.01(c) adjustments. In order to arrive at the taxable value to use for the effective tax rate calculations for your entity, you will need to use the taxable value from the 'ARB Approved Totals' page, along with the 'Total Value Used' that appears in the Lower Value Used section on the Effective Rate Assumption page. The Total Value Used on the Effective Rate Assumption page is the taxable value Under ARB Review that has been adjusted in accordance with Property Tax Code, Section 26.01(c). The 'Grand Totals' page is the combined 'ARB Approved Totals' plus the 'Under ARB Review Totals' – which have not been adjusted.*

2012 CERTIFIED TOTALS

Property Count: 86,456

CPL - PLANO CITY
ARB Approved Totals

7/23/2012 12:17:43PM

Land		Value					
Homesite:		3,922,236,700					
Non Homesite:		3,397,583,303					
Ag Market:		607,027,771					
Timber Market:		0			Total Land	(+)	7,926,847,774
Improvement		Value					
Homesite:		11,833,855,357					
Non Homesite:		7,858,296,371			Total Improvements	(+)	19,692,151,728
Non Real		Count	Value				
Personal Property:		11,086	2,716,017,943				
Mineral Property:		0	0				
Autos:		0	0		Total Non Real	(+)	2,716,017,943
					Market Value	=	30,335,017,445
Ag	Non Exempt	Exempt					
Total Productivity Market:	606,519,535	508,236					
Ag Use:	450,760	873			Productivity Loss	(-)	606,068,775
Timber Use:	0	0			Appraised Value	=	29,728,948,670
Productivity Loss:	606,068,775	507,363			Homestead Cap	(-)	5,875,216
					Assessed Value	=	29,723,073,454
Exemption	Count	Local	State	Total			
AB	65	284,861,459	0	284,861,459			
CH	2	440,178	0	440,178			
CHODO	3	10,774,389	0	10,774,389			
CHODO (Partial)	3	10,149,666	0	10,149,666			
DP	883	33,615,609	0	33,615,609			
DPS	4	0	0	0			
DV1	307	0	2,726,000	2,726,000			
DV1S	18	0	90,000	90,000			
DV2	142	0	1,327,500	1,327,500			
DV2S	3	0	22,500	22,500			
DV3	68	0	670,000	670,000			
DV3S	3	0	30,000	30,000			
DV4	141	0	582,000	582,000			
DV4S	63	0	702,000	702,000			
DVHS	108	0	20,852,944	20,852,944			
DVHSS	5	0	808,332	808,332			
EN	1	19,081	0	19,081			
EX	1,603	0	1,515,349,699	1,515,349,699			
EX (Prorated)	10	0	1,531,033	1,531,033			
EX366	436	0	110,547	110,547			
FR	61	191,373,817	0	191,373,817			
HS	53,701	2,589,931,723	0	2,589,931,723			
HT	70	7,198,905	0	7,198,905			
LIH	7	0	478,646	478,646			
OV65	11,513	454,094,461	0	454,094,461			
OV65S	108	4,300,000	0	4,300,000			
PC	12	709,718	0	709,718			
SO	2	60,219	0	60,219	Total Exemptions	(-)	5,132,810,426
					Net Taxable	=	24,590,263,028

2012 CERTIFIED TOTALS

Property Count: 86,456

CPL - PLANO CITY
ARB Approved Totals

7/23/2012 12:17:43PM

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	159,947,336	90,130,062	413,094.52	442,547.20	865			
DPS	681,506	525,704	1,630.54	1,630.54	4			
OV65	2,217,348,798	1,346,295,123	6,208,271.55	6,446,041.19	10,490			
Total	2,377,977,640	1,436,950,889	6,622,996.61	6,890,218.93	11,359	Freeze Taxable	(-)	1,436,950,889
Tax Rate	0.488600							
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count			
OV65	2,766,762	1,825,214	1,642,496	182,718	12			
Total	2,766,762	1,825,214	1,642,496	182,718	12	Transfer Adjustment	(-)	182,718
Freeze Adjusted Taxable							=	23,153,129,421

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 119,749,186.96 = 23,153,129,421 * (0.488600 / 100) + 6,622,996.61

2012 CERTIFIED TOTALS

Property Count: 971

CPL - PLANO CITY
Under ARB Review Totals

7/23/2012 12:17:43PM

Land		Value					
Homesite:		64,670,855					
Non Homesite:		20,821,653					
Ag Market:		1,582,988					
Timber Market:		0		Total Land	(+) 87,075,496		
Improvement		Value					
Homesite:		168,425,492					
Non Homesite:		28,295,993		Total Improvements	(+) 196,721,485		
Non Real		Count	Value				
Personal Property:		46	34,169,717				
Mineral Property:		0	0				
Autos:		0	0	Total Non Real	(+) 34,169,717		
				Market Value	= 317,966,698		
Ag	Non Exempt	Exempt					
Total Productivity Market:	1,582,988	0					
Ag Use:	1,699	0	Productivity Loss	(-)	1,581,289		
Timber Use:	0	0	Appraised Value	=	316,385,409		
Productivity Loss:	1,581,289	0					
			Homestead Cap	(-)	226,635		
			Assessed Value	=	316,158,774		
Exemption	Count	Local	State	Total			
DP	4	160,000	0	160,000			
DV3	1	0	12,000	12,000			
EX	1	0	1,078,371	1,078,371			
HS	681	39,540,975	0	39,540,975			
OV65	89	3,473,600	0	3,473,600			
OV65S	1	40,000	0	40,000	Total Exemptions	(-) 44,304,946	
					Net Taxable	= 271,853,828	
Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	679,373	383,499	1,838.84	1,912.08	4		
OV65	18,214,060	11,725,649	55,782.89	58,814.40	73		
Total	18,893,433	12,109,148	57,621.73	60,726.48	77	Freeze Taxable	(-) 12,109,148
Tax Rate	0.488600						
						Freeze Adjusted Taxable	= 259,744,680

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 1,326,734.24 = 259,744,680 * (0.488600 / 100) + 57,621.73

2012 CERTIFIED TOTALS

Property Count: 87,427

CPL - PLANO CITY

Grand Totals

7/23/2012 12:17:43PM

Land		Value		
Homesite:		3,986,907,555		
Non Homesite:		3,418,404,956		
Ag Market:		608,610,759		
Timber Market:		0	Total Land	(+) 8,013,923,270
Improvement		Value		
Homesite:		12,002,280,849		
Non Homesite:		7,886,592,364	Total Improvements	(+) 19,888,873,213
Non Real		Count	Value	
Personal Property:		11,132	2,750,187,660	
Mineral Property:		0	0	
Autos:		0	0	
			Total Non Real	(+) 2,750,187,660
			Market Value	= 30,652,984,143
Ag	Non Exempt	Exempt		
Total Productivity Market:	608,102,523	508,236		
Ag Use:	452,459	873	Productivity Loss	(-) 607,650,064
Timber Use:	0	0	Appraised Value	= 30,045,334,079
Productivity Loss:	607,650,064	507,363	Homestead Cap	(-) 6,101,851
			Assessed Value	= 30,039,232,228
Exemption	Count	Local	State	Total
AB	65	284,861,459	0	284,861,459
CH	2	440,178	0	440,178
CHODO	3	10,774,389	0	10,774,389
CHODO (Partial)	3	10,149,666	0	10,149,666
DP	887	33,775,609	0	33,775,609
DPS	4	0	0	0
DV1	307	0	2,726,000	2,726,000
DV1S	18	0	90,000	90,000
DV2	142	0	1,327,500	1,327,500
DV2S	3	0	22,500	22,500
DV3	69	0	682,000	682,000
DV3S	3	0	30,000	30,000
DV4	141	0	582,000	582,000
DV4S	63	0	702,000	702,000
DVHS	108	0	20,852,944	20,852,944
DVHSS	5	0	808,332	808,332
EN	1	19,081	0	19,081
EX	1,604	0	1,516,428,070	1,516,428,070
EX (Prorated)	10	0	1,531,033	1,531,033
EX366	436	0	110,547	110,547
FR	61	191,373,817	0	191,373,817
HS	54,382	2,629,472,698	0	2,629,472,698
HT	70	7,198,905	0	7,198,905
LIH	7	0	478,646	478,646
OV65	11,602	457,568,061	0	457,568,061
OV65S	109	4,340,000	0	4,340,000
PC	12	709,718	0	709,718
SO	2	60,219	0	60,219
			Total Exemptions	(-) 5,177,115,372
			Net Taxable	= 24,862,116,856

2012 CERTIFIED TOTALS

Property Count: 87,427

CPL - PLANO CITY

Grand Totals

7/23/2012 12:17:43PM

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	160,626,709	90,513,561	414,933.36	444,459.28	869			
DPS	681,506	525,704	1,630.54	1,630.54	4			
OV65	2,235,562,858	1,358,020,772	6,264,054.44	6,504,855.59	10,563			
Total	2,396,871,073	1,449,060,037	6,680,618.34	6,950,945.41	11,436	Freeze Taxable	(-)	1,449,060,037
Tax Rate	0.488600							
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count			
OV65	2,766,762	1,825,214	1,642,496	182,718	12			
Total	2,766,762	1,825,214	1,642,496	182,718	12	Transfer Adjustment	(-)	182,718
Freeze Adjusted Taxable							=	23,412,874,101

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 121,075,921.20 = 23,412,874,101 * (0.488600 / 100) + 6,680,618.34

2012 CERTIFIED TOTALS

Property Count: 86,456

CPL - PLANO CITY
ARB Approved Totals

7/23/2012 12:18:01PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	68,637		\$59,978,782	\$15,608,991,268
B	MULTIFAMILY RESIDENCE	1,070		\$29,910,399	\$2,183,213,114
C	VACANT LOT	456		\$0	\$160,478,446
D1	QUALIFIED AG LAND	227	2,751.6332	\$0	\$606,519,535
D2	NON-QUALIFIED LAND	138	1,524.3654	\$0	\$177,779,798
E	FARM OR RANCH IMPROVEMENT	51		\$0	\$10,335,805
F1	COMMERCIAL REAL PROPERTY	1,956		\$120,257,472	\$6,333,650,476
F2	INDUSTRIAL REAL PROPERTY	320		\$164,095	\$938,499,151
J2	GAS DISTRIBUTION SYSTEM	3		\$0	\$15,858,485
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	42		\$849,691	\$190,748,747
J4	TELEPHONE COMPANY (INCLUDING CO-O	445		\$0	\$146,121,216
J5	RAILROAD	13		\$0	\$932,238
J6	PIPELAND COMPANY	2		\$0	\$205,958
J7	CABLE TELEVISION COMPANY	6		\$0	\$7,068,150
L1	COMMERCIAL PERSONAL PROPERTY	9,873		\$5,336,613	\$2,197,809,203
L2	INDUSTRIAL PERSONAL PROPERTY	57		\$0	\$53,130,767
M1	TANGIBLE OTHER PERSONAL, MOBILE H	362		\$367,013	\$4,437,770
O	RESIDENTIAL INVENTORY	862		\$13,030,760	\$62,184,960
S	SPECIAL INVENTORY TAX	117		\$0	\$110,377,545
X	TOTALLY EXEMPT PROPERTY	2,043		\$13,146,623	\$1,526,674,813
	Totals		4,275.9986	\$243,041,448	\$30,335,017,445

2012 CERTIFIED TOTALS

Property Count: 971

CPL - PLANO CITY
Under ARB Review Totals

7/23/2012 12:18:01PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	837		\$127,777	\$224,548,822
B	MULTIFAMILY RESIDENCE	5		\$0	\$1,372,707
C	VACANT LOT	6		\$0	\$1,355,310
D1	QUALIFIED AG LAND	1	9.0851	\$0	\$1,582,988
D2	NON-QUALIFIED LAND	3	24.6826	\$0	\$6,642,019
F1	COMMERCIAL REAL PROPERTY	27		\$0	\$27,434,077
F2	INDUSTRIAL REAL PROPERTY	5		\$0	\$11,760,275
J4	TELEPHONE COMPANY (INCLUDING CO-O	3		\$0	\$2,145,687
J7	CABLE TELEVISION COMPANY	1		\$0	\$1,283,389
L1	COMMERCIAL PERSONAL PROPERTY	42		\$0	\$30,465,579
L2	INDUSTRIAL PERSONAL PROPERTY	1		\$0	\$275,062
O	RESIDENTIAL INVENTORY	41		\$103,024	\$8,022,412
X	TOTALLY EXEMPT PROPERTY	1		\$0	\$1,078,371
	Totals		33.7677	\$230,801	\$317,966,698

2012 CERTIFIED TOTALS

Property Count: 87,427

CPL - PLANO CITY
Grand Totals

7/23/2012 12:18:01PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	69,474		\$60,106,559	\$15,833,540,090
B	MULTIFAMILY RESIDENCE	1,075		\$29,910,399	\$2,184,585,821
C	VACANT LOT	462		\$0	\$161,833,756
D1	QUALIFIED AG LAND	228	2,760.7183	\$0	\$608,102,523
D2	NON-QUALIFIED LAND	141	1,549.0480	\$0	\$184,421,817
E	FARM OR RANCH IMPROVEMENT	51		\$0	\$10,335,805
F1	COMMERCIAL REAL PROPERTY	1,983		\$120,257,472	\$6,361,084,553
F2	INDUSTRIAL REAL PROPERTY	325		\$164,095	\$950,259,426
J2	GAS DISTRIBUTION SYSTEM	3		\$0	\$15,858,485
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	42		\$849,691	\$190,748,747
J4	TELEPHONE COMPANY (INCLUDING CO-O	448		\$0	\$148,266,903
J5	RAILROAD	13		\$0	\$932,238
J6	PIPELAND COMPANY	2		\$0	\$205,958
J7	CABLE TELEVISION COMPANY	7		\$0	\$8,351,539
L1	COMMERCIAL PERSONAL PROPERTY	9,915		\$5,336,613	\$2,228,274,782
L2	INDUSTRIAL PERSONAL PROPERTY	58		\$0	\$53,405,829
M1	TANGIBLE OTHER PERSONAL, MOBILE H	362		\$367,013	\$4,437,770
O	RESIDENTIAL INVENTORY	903		\$13,133,784	\$70,207,372
S	SPECIAL INVENTORY TAX	117		\$0	\$110,377,545
X	TOTALLY EXEMPT PROPERTY	2,044		\$13,146,623	\$1,527,753,184
	Totals		4,309.7663	\$243,272,249	\$30,652,984,143

2012 CERTIFIED TOTALS

Property Count: 87,427

CPL - PLANO CITY
Effective Rate Assumption

7/23/2012 12:18:01PM

New Value

TOTAL NEW VALUE MARKET:	\$243,272,249
TOTAL NEW VALUE TAXABLE:	\$221,271,310

New Exemptions

Exemption	Description	Count		
EX	TOTAL EXEMPTION	52	2011 Market Value	\$19,495,629
EX366	HOUSE BILL 366	132	2011 Market Value	\$45,045
ABSOLUTE EXEMPTIONS VALUE LOSS				\$19,540,674

Exemption	Description	Count	Exemption Amount
DP	DISABILITY	18	\$697,895
DV1	Disabled Veterans 10% - 29%	4	\$34,000
DV1S	Disabled Veterans Surviving Spouse 10% - 29%	1	\$5,000
DV2	Disabled Veterans 30% - 49%	10	\$97,500
DV3	Disabled Veterans 50% - 69%	6	\$64,000
DV4	Disabled Veterans 70% - 100%	5	\$24,000
DV4S	Disabled Veterans Surviving Spouse 70% - 100%	2	\$12,000
DVHS	Disabled Veteran Homestead	10	\$1,986,632
HS	HOMESTEAD	574	\$29,446,710
OV65	OVER 65	1,110	\$44,040,000
OV65S	OVER 65 Surviving Spouse	1	\$40,000
PARTIAL EXEMPTIONS VALUE LOSS		1,741	\$76,447,737
TOTAL EXEMPTIONS VALUE LOSS			\$95,988,411

New Ag / Timber Exemptions**New Annexations****New Deannexations****Average Homestead Value**

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
53,994	\$243,135	\$48,657	\$194,478

Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
53,977	\$243,118	\$48,652	\$194,466

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
971	\$317,966,698.00	\$261,933,853

APPRAISAL REVIEW BOARD

DENTON COUNTY, TEXAS

ORDER APPROVING APPRAISAL RECORDS
FOR 2012

On July 18, the Appraisal Review Board of Denton County, Texas, met to approve the appraisal records for tax year 2012.

The Board finds that the appraisal records, as corrected by the Chief Appraiser according to the orders of the Board, should be approved.

The Board finds that the sum of the appraised values, as determined by the Chief Appraiser, on all properties on which protests have been filed but not determined by this Board is five percent or less of the total appraised value of all other taxable properties.

The Board therefore APPROVES the appraisal records as corrected.

Signed on July 18, 2012



R Mo Mohan

CHAIRPERSON APPRAISAL REVIEW BOARD

DENTON COUNTY, TEXAS

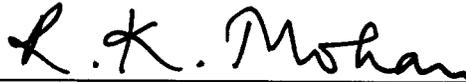
APPRAISAL REVIEW BOARD

ORDER APPROVING 2011 AND PRIOR YEAR SUPPLEMENTAL ROLL

On July 18, 2012, the Appraisal Review Board of Denton County, Texas, met to approve supplemental appraisal records for 2011 and prior years. The Appraisal Review Board, with quorum present, has determined that the 2011 and Prior Year Supplemental Appraisal Records should be approved.

It is therefore ORDERED that the Appraisal Records on the 2011 and Prior Year Supplemental Roll as changed are approved and constitute the 2011 and Prior Year Supplemental Appraisal Rolls of the Denton Central Appraisal District.

Signed this 18th day of July, 2012



MO MOHAN, CHAIRPERSON
DENTON CENTRAL APPRAISAL REVIEW BOARD

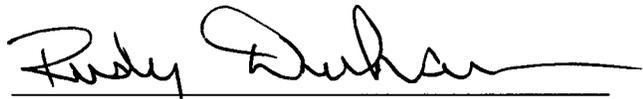


JOANNE BASTIAN, SECRETARY
DENTON CENTRAL APPRAISAL REVIEW BOARD

CERTIFICATION OF 2012 ROLL

July 23, 2012

“I, Rudy Durham, Interim Chief Appraiser for the Denton Central Appraisal District, solemnly swear that I have made, or caused to be made, a diligent inquiry to ascertain all property in the district subject to appraisal by me, and that I have included in the records all property that I am aware of at an appraised value determined as required by law.”



RUDY DURHAM, INTERIM CHIEF APPRAISER
DENTON CENTRAL APPRAISAL DISTRICT



HOPE PIERSON
NOTARY PUBLIC



CERTIFICATION OF 2011 AND PRIOR YEAR SUPPLEMENTAL ROLL

July 23, 2012

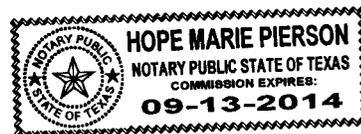
“I, Rudy Durham, Interim Chief Appraiser for the Denton Central Appraisal District, solemnly swear that I have made, or caused to be made, a diligent inquiry to ascertain all property in the district subject to appraisal by me, and that I have included in the records all property that I am aware of at an appraised value determined as required by law.”



RUDY DURHAM, INTERIM CHIEF APPRAISER
DENTON CENTRAL APPRAISAL DISTRICT



HOPE PIERSON
NOTARY PUBLIC



2012 CERTIFIED TOTALS

Property Count: 2,267

C29 - CITY OF PLANO
ARB Approved Totals

7/21/2012 4:16:09PM

Land	Value			
Homesite:	224,036,594			
Non Homesite:	79,290,915			
Ag Market:	33,258,658			
Timber Market:	0	Total Land	(+)	336,586,167

Improvement	Value			
Homesite:	567,080,071			
Non Homesite:	107,055,497	Total Improvements	(+)	674,135,568

Non Real	Count	Value		
Personal Property:	75	35,039,651		
Mineral Property:	0	0		
Autos:	0	0	Total Non Real	(+) 35,039,651
			Market Value	= 1,045,761,386

Ag	Non Exempt	Exempt		
Total Productivity Market:	33,258,658	0		
Ag Use:	392,622	0	Productivity Loss	(-) 32,866,036
Timber Use:	0	0	Appraised Value	= 1,012,895,350
Productivity Loss:	32,866,036	0	Homestead Cap	(-) 1,397,793
			Assessed Value	= 1,011,497,557

Exemption	Count	Local	State	Total		
DP	6	240,000	0	240,000		
DV1	6	0	37,000	37,000		
DV2	2	0	15,000	15,000		
DV3	4	0	44,000	44,000		
DV4	8	0	48,000	48,000		
DV4S	2	0	24,000	24,000		
DVHS	5	0	1,470,026	1,470,026		
EX	22	0	44,223,201	44,223,201		
EX366	11	0	2,615	2,615		
HS	1,572	131,480,346	0	131,480,346		
OV65	430	16,956,273	0	16,956,273		
OV65S	7	280,000	0	280,000	Total Exemptions	(-) 194,820,461

Net Taxable = 816,677,096

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	2,442,521	1,714,018	8,231.45	8,449.09	6		
OV65	134,379,506	90,533,187	407,653.59	437,938.60	398		
Total	136,822,027	92,247,205	415,885.04	446,387.69	404	Freeze Taxable	(-) 92,247,205
Tax Rate	0.488600						

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	550,000	400,000	400,000	0	1		
Total	550,000	400,000	400,000	0	1	Transfer Adjustment	(-) 0
						Freeze Adjusted Taxable	= 724,429,891

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 3,955,449.49 = 724,429,891 * (0.488600 / 100) + 415,885.04

Tax Increment Finance Value: 0

2012 CERTIFIED TOTALS

Property Count: 2,267

C29 - CITY OF PLANO

ARB Approved Totals

7/21/2012

4:16:09PM

Tax Increment Finance Levy:

0.00

2012 CERTIFIED TOTALS

Property Count: 67

C29 - CITY OF PLANO
Under ARB Review Totals

7/21/2012 4:16:09PM

Land		Value				
Homesite:		2,024,904				
Non Homesite:		2,724,051				
Ag Market:		0				
Timber Market:		0	Total Land	(+) 4,748,955		
Improvement		Value				
Homesite:		5,391,749				
Non Homesite:		9,693,073	Total Improvements	(+) 15,084,822		
Non Real		Count	Value			
Personal Property:		3	682,889			
Mineral Property:		0	0			
Autos:		0	0			
			Total Non Real	(+) 682,889		
			Market Value	= 20,516,666		
Ag		Non Exempt	Exempt			
Total Productivity Market:		0	0			
Ag Use:		0	0	Productivity Loss (-) 0		
Timber Use:		0	0	Appraised Value = 20,516,666		
Productivity Loss:		0	0			
			Homestead Cap	(-) 0		
			Assessed Value	= 20,516,666		
Exemption	Count	Local	State	Total		
HS	22	1,281,948	0	1,281,948		
OV65	8	320,000	0	320,000	Total Exemptions (-) 1,601,948	
					Net Taxable = 18,914,718	
Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count	
OV65	396,436	237,148	1,158.70	2,652.08	2	
Total	396,436	237,148	1,158.70	2,652.08	2	Freeze Taxable (-) 237,148
Tax Rate	0.488600					
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count	
OV65	876,622	541,298	490,563	50,735	4	
Total	876,622	541,298	490,563	50,735	4	Transfer Adjustment (-) 50,735
						Freeze Adjusted Taxable = 18,626,835

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 92,169.42 = 18,626,835 * (0.488600 / 100) + 1,158.70

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

2012 CERTIFIED TOTALS

Property Count: 2,334

C29 - CITY OF PLANO

Grand Totals

7/21/2012

4:16:09PM

Land	Value			
Homesite:	226,061,498			
Non Homesite:	82,014,966			
Ag Market:	33,258,658			
Timber Market:	0	Total Land	(+)	341,335,122

Improvement	Value			
Homesite:	572,471,820			
Non Homesite:	116,748,570	Total Improvements	(+)	689,220,390

Non Real	Count	Value		
Personal Property:	78	35,722,540		
Mineral Property:	0	0		
Autos:	0	0	Total Non Real	(+) 35,722,540
			Market Value	= 1,066,278,052

Ag	Non Exempt	Exempt		
Total Productivity Market:	33,258,658	0		
Ag Use:	392,622	0	Productivity Loss	(-) 32,866,036
Timber Use:	0	0	Appraised Value	= 1,033,412,016
Productivity Loss:	32,866,036	0	Homestead Cap	(-) 1,397,793
			Assessed Value	= 1,032,014,223

Exemption	Count	Local	State	Total		
DP	6	240,000	0	240,000		
DV1	6	0	37,000	37,000		
DV2	2	0	15,000	15,000		
DV3	4	0	44,000	44,000		
DV4	8	0	48,000	48,000		
DV4S	2	0	24,000	24,000		
DVHS	5	0	1,470,026	1,470,026		
EX	22	0	44,223,201	44,223,201		
EX366	11	0	2,615	2,615		
HS	1,594	132,762,294	0	132,762,294		
OV65	438	17,276,273	0	17,276,273		
OV65S	7	280,000	0	280,000	Total Exemptions	(-) 196,422,409

Net Taxable = 835,591,814

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	2,442,521	1,714,018	8,231.45	8,449.09	6		
OV65	134,775,942	90,770,335	408,812.29	440,590.68	400		
Total	137,218,463	92,484,353	417,043.74	449,039.77	406	Freeze Taxable	(-) 92,484,353
Tax Rate	0.488600						

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	1,426,622	941,298	890,563	50,735	5		
Total	1,426,622	941,298	890,563	50,735	5	Transfer Adjustment	(-) 50,735
						Freeze Adjusted Taxable	= 743,056,726

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 4,047,618.90 = 743,056,726 * (0.488600 / 100) + 417,043.74

Tax Increment Finance Value: 0

2012 CERTIFIED TOTALS

Property Count: 2,334

C29 - CITY OF PLANO
Grand Totals

7/21/2012 4:16:09PM

Tax Increment Finance Levy:

0.00

2012 CERTIFIED TOTALS

Property Count: 2,267

C29 - CITY OF PLANO
ARB Approved Totals

7/21/2012

4:17:22PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	1,942		\$7,138,745	\$785,987,855
B	MULTIFAMILY RESIDENCE	2		\$0	\$29,513,687
C	VACANT LOT	118		\$0	\$11,591,995
D1	QUALIFIED AG LAND	14	183.0707	\$0	\$33,258,658
D2	NON-QUALIFIED LAND	2	65.3252	\$0	\$448,300
E	FARM OR RANCH IMPROVEMENT	2		\$0	\$5,112,186
F1	COMMERCIAL REAL PROPERTY	13		\$206,080	\$97,337,922
J3	ELECTRIC COMPANY (INCLUDING CO-OP	2		\$0	\$3,543,080
J4	TELEPHONE COMPANY (INCLUDING CO-	7		\$0	\$1,759,410
J7	CABLE TELEVISION COMPANY	2		\$0	\$121,050
L1	COMMERCIAL PERSONAL PROPERTY	51		\$0	\$26,348,839
O	RESIDENTIAL INVENTORY	94		\$332,777	\$6,512,588
X	TOTALLY EXEMPT PROPERTY	33		\$0	\$44,225,816
	Totals		248.3959	\$7,677,602	\$1,045,761,386

2012 CERTIFIED TOTALS

Property Count: 67

C29 - CITY OF PLANO
Under ARB Review Totals

7/21/2012

4:17:22PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	24		\$12,208	\$7,092,691
C	VACANT LOT	4		\$0	\$232,824
F1	COMMERCIAL REAL PROPERTY	1		\$16,830	\$11,275,624
L1	COMMERCIAL PERSONAL PROPERTY	3		\$0	\$682,889
O	RESIDENTIAL INVENTORY	35		\$272,730	\$1,232,638
		Totals	0.0000	\$301,768	\$20,516,666

2012 CERTIFIED TOTALS

Property Count: 2,334

C29 - CITY OF PLANO
Grand Totals

7/21/2012

4:17:22PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	1,966		\$7,150,953	\$793,080,546
B	MULTIFAMILY RESIDENCE	2		\$0	\$29,513,687
C	VACANT LOT	122		\$0	\$11,824,819
D1	QUALIFIED AG LAND	14	183.0707	\$0	\$33,258,658
D2	NON-QUALIFIED LAND	2	65.3252	\$0	\$448,300
E	FARM OR RANCH IMPROVEMENT	2		\$0	\$5,112,186
F1	COMMERCIAL REAL PROPERTY	14		\$222,910	\$108,613,546
J3	ELECTRIC COMPANY (INCLUDING CO-OP	2		\$0	\$3,543,080
J4	TELEPHONE COMPANY (INCLUDING CO-	7		\$0	\$1,759,410
J7	CABLE TELEVISION COMPANY	2		\$0	\$121,050
L1	COMMERCIAL PERSONAL PROPERTY	54		\$0	\$27,031,728
O	RESIDENTIAL INVENTORY	129		\$605,507	\$7,745,226
X	TOTALLY EXEMPT PROPERTY	33		\$0	\$44,225,816
	Totals		248.3959	\$7,979,370	\$1,066,278,052

2012 CERTIFIED TOTALS

Property Count: 2,267

C29 - CITY OF PLANO
ARB Approved Totals

7/21/2012

4:17:22PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A013	BUILDER HOME PLANS - REFERENCE ON	14		\$0	\$0
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	1,385		\$7,138,745	\$694,195,853
A4	CONDOS	125		\$0	\$24,328,607
A5	TOWNHOMES	419		\$0	\$67,463,395
B1	REAL, RESIDENTIAL, APARTMENTS	2		\$0	\$29,513,687
C1	REAL, VACANT PLATTED RESIDENTIAL L	114		\$0	\$7,608,957
C2	COMMERCIAL VACANT LOT	3		\$0	\$3,923,798
C3	REAL VACANT OUTSIDE CITY	1		\$0	\$59,240
D1	REAL, ACREAGE, RANGELAND	14	183.0707	\$0	\$33,258,658
D2	NON AG USE ACREAGE	2	65.3252	\$0	\$448,300
E1	REAL, FARM/RANCH, HOUSE	2		\$0	\$5,112,186
F1	REAL COMMERCIAL	13		\$206,080	\$97,337,922
J3	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$3,543,080
J4	REAL & TANGIBLE PERSONAL, UTILITIES,	7		\$0	\$1,759,410
J7	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$121,050
L1	BPP TANGIBLE COMERCIAL PROPERTY	28		\$0	\$23,397,846
L3	BPP TANGIBLE COMMERCIAL LEASED E	23		\$0	\$2,950,993
OA1	INVENTORY, RESIDENTIAL SINGLE FAMI	2		\$332,777	\$988,852
OC1	INVENTORY, VACANT PLATTED LOTS/TR	92		\$0	\$5,523,736
X		33		\$0	\$44,225,816
	Totals		248.3959	\$7,677,602	\$1,045,761,386

2012 CERTIFIED TOTALS

Property Count: 67

C29 - CITY OF PLANO
Under ARB Review Totals

7/21/2012

4:17:22PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	20		\$12,208	\$6,431,565
A4	CONDOS	3		\$0	\$485,771
A5	TOWNHOMES	1		\$0	\$175,355
C1	REAL, VACANT PLATTED RESIDENTIAL L	4		\$0	\$232,824
F1	REAL COMMERCIAL	1		\$16,830	\$11,275,624
L1	BPP TANGIBLE COMERCIAL PROPERTY	2		\$0	\$680,905
L3	BPP TANGIBLE COMMERCIAL LEASED E	1		\$0	\$1,984
OA1	INVENTORY, RESIDENTIAL SINGLE FAMI	1		\$272,730	\$323,962
OC1	INVENTORY, VACANT PLATTED LOTS/TR	34		\$0	\$908,676
	Totals		0.0000	\$301,768	\$20,516,666

2012 CERTIFIED TOTALS

Property Count: 2,334

C29 - CITY OF PLANO

Grand Totals

7/21/2012

4:17:22PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A013	BUILDER HOME PLANS - REFERENCE ON	14		\$0	\$0
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	1,405		\$7,150,953	\$700,627,418
A4	CONDOS	128		\$0	\$24,814,378
A5	TOWNHOMES	420		\$0	\$67,638,750
B1	REAL, RESIDENTIAL, APARTMENTS	2		\$0	\$29,513,687
C1	REAL, VACANT PLATTED RESIDENTIAL L	118		\$0	\$7,841,781
C2	COMMERCIAL VACANT LOT	3		\$0	\$3,923,798
C3	REAL VACANT OUTSIDE CITY	1		\$0	\$59,240
D1	REAL, ACREAGE, RANGELAND	14	183.0707	\$0	\$33,258,658
D2	NON AG USE ACREAGE	2	65.3252	\$0	\$448,300
E1	REAL, FARM/RANCH, HOUSE	2		\$0	\$5,112,186
F1	REAL COMMERCIAL	14		\$222,910	\$108,613,546
J3	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$3,543,080
J4	REAL & TANGIBLE PERSONAL, UTILITIES,	7		\$0	\$1,759,410
J7	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$121,050
L1	BPP TANGIBLE COMERCIAL PROPERTY	30		\$0	\$24,078,751
L3	BPP TANGIBLE COMMERCIAL LEASED E	24		\$0	\$2,952,977
OA1	INVENTORY, RESIDENTIAL SINGLE FAMI	3		\$605,507	\$1,312,814
OC1	INVENTORY, VACANT PLATTED LOTS/TR	126		\$0	\$6,432,412
X		33		\$0	\$44,225,816
	Totals		248.3959	\$7,979,370	\$1,066,278,052

2012 CERTIFIED TOTALS

Property Count: 2,334

C29 - CITY OF PLANO
Effective Rate Assumption

7/21/2012 4:17:22PM

New Value

TOTAL NEW VALUE MARKET:	\$7,979,370
TOTAL NEW VALUE TAXABLE:	\$7,187,810

New Exemptions

Exemption	Description	Count		
EX	Exempt	1	2011 Market Value	\$48,483
EX366	HB366 Exempt	4	2011 Market Value	\$1,220
ABSOLUTE EXEMPTIONS VALUE LOSS				\$49,703

Exemption	Description	Count	Exemption Amount
DV4	Disabled Veterans 70% - 100%	1	\$0
DV4S	Disabled Veterans Surviving Spouse 70% - 100	1	\$12,000
DVHS	Disabled Veteran Homestead	1	\$348,486
HS	Homestead	38	\$3,286,601
OV65	Over 65	41	\$1,640,000
PARTIAL EXEMPTIONS VALUE LOSS			82
TOTAL EXEMPTIONS VALUE LOSS			\$5,336,790

New Ag / Timber Exemptions**New Annexations****New Deannexations****Average Homestead Value**

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
1,594	\$417,412	\$84,166	\$333,246
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
1,592	\$414,729	\$83,635	\$331,094

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
67	\$20,516,666.00	\$18,669,819



**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:		8/13/12		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - x-7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending June 30, 2012 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: 2011-2012	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: Investment Portfolio Summary Reviews relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Quarterly Investment report ending June 30, 2012.				
List of Supporting Documents: Investment Portfolio Summary			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending June 30, 2012 and providing an effective date.

WHEREAS, the City Council has been presented the City of Plano’s Investment Portfolio Summary for the Quarter Ending June 30, 2012, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Investment Portfolio Summary”); and

WHEREAS, the Public Funds Investment Act at Texas Government Code, Section 2256.005, requires the governing body of an investing entity to review its investment policy and investment strategies not less than annually; and

WHEREAS, upon full review and consideration of the Investment Portfolio Summary, and all matters attendant and related thereto, the City Council is of the opinion that the same should be approved.

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

Section I. The City of Plano’s Investment Portfolio Summary for the Quarter Ending June 30, 2012, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things approved.

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

DULY PASSED AND APPROVED this the 13th day of August, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

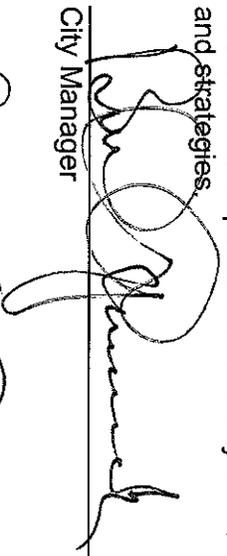
Diane C. Wetherbee, CITY ATTORNEY

City of Plano
INVESTMENT PORTFOLIO SUMMARY

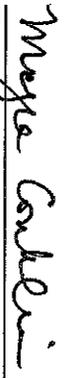
For the Quarter Ended

June 30, 2012

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


City Manager


Director of Finance


Treasurer


Treasury Analyst

Federal Reserve Press Release, June 20, 2012

Information received since the Federal Open Market Committee met in April suggests that the economy has been expanding moderately this year. However, growth in employment has slowed in recent months, and the unemployment rate remains elevated. Business fixed investment has continued to advance. Household spending appears to be rising at a somewhat slower pace than earlier in the year. Despite some signs of improvement, the housing sector remains depressed. Inflation has declined, mainly reflecting lower prices of crude oil and gasoline, and longer-term inflation expectations have remained stable.

Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. The Committee expects economic growth to remain moderate over coming quarters and then to pick up very gradually. Consequently, the Committee anticipates that the unemployment rate will decline only slowly toward levels that it judges to be consistent with its dual mandate. Furthermore, strains in global financial markets continue to pose significant downside risks to the economic outlook. The Committee anticipates that inflation over the medium term will run at or below the rate that it judges most consistent with its dual mandate.

To support a stronger economic recovery and to help ensure that inflation, over time, is at the rate most consistent with its dual mandate, the Committee expects to maintain a highly accommodative stance for monetary policy. In particular, the Committee decided today to keep the target range for the federal funds rate at 0 to 1/4 percent and currently anticipates that economic conditions--including low rates of resource utilization and a subdued outlook for inflation over the medium run--are likely to warrant exceptionally low levels for the federal funds rate at least through late 2014.

The Committee also decided to continue through the end of the year its program to extend the average maturity of its holdings of securities. Specifically, the Committee intends to purchase Treasury securities with remaining maturities of 6 years to 30 years at the current pace and to sell or redeem an equal amount of Treasury securities with remaining maturities of approximately 3 years or less. This continuation of the maturity extension program should put downward pressure on longer-term interest rates and help to make broader financial conditions more accommodative. The Committee is maintaining its existing policy of reinvesting principal payments from its holdings of agency debt and agency mortgage-backed securities in agency mortgage-backed securities. The Committee is prepared to take further action as appropriate to promote a stronger economic recovery and sustained improvement in labor market conditions in a context of price stability.

Voting for the FOMC monetary policy action were: Ben S. Bernanke, Chairman; William C. Dudley, Vice Chairman; Elizabeth A. Duke; Dennis P. Lockhart; Sandra Pianalto; Jerome H. Powell; Sarah Bloom Raskin; Jeremy C. Stein; Daniel K. Tarullo; John C. Williams; and Janet L. Yellen. Voting

<u>Asset Type</u>	<u>Ave. Yield</u>	<u>June 30, 2012</u>		<u>March 31, 2012</u>	
		<u>End Book Value</u>	<u>End Market Value</u>	<u>End Book Value</u>	<u>End Market Value</u>
Pools/NOW Accounts	0.14%	78,022,234.00	78,022,234.00	92,942,137.93	92,942,137.93
Certificates of Deposit	0.80%	60,546,941.59	60,546,941.59	62,548,716.93	62,548,716.93
FHLB Bonds	1.03%	102,403,816.68	103,348,449.30	102,503,305.69	103,454,442.40
FHLMC Bonds	1.23%	84,242,857.05	85,883,478.00	84,534,480.30	86,095,946.00
FNMA Bonds	0.78%	95,388,811.31	96,204,862.36	112,821,591.47	113,513,330.76
Municipal Bonds	0.74%	9,121,528.74	9,116,679.15	-	-
Totals		429,726,189.37	433,122,644.40	455,350,232.32	458,554,574.02

Average Yield (1):

Total Portfolio 0.81%

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

Total Portfolio 0.81%

This Quarter:	
Rolling Six Month Treasury Yield	0.14%
Rolling Two Year Treasury Yield	0.29%
TexPool Yield	0.13%

Last 12 Months:	
Rolling Six Month Treasury Yield	0.09%
Rolling Two Year Treasury Yield	0.28%
TexPool Yield	0.10%

Investment Earnings (3):

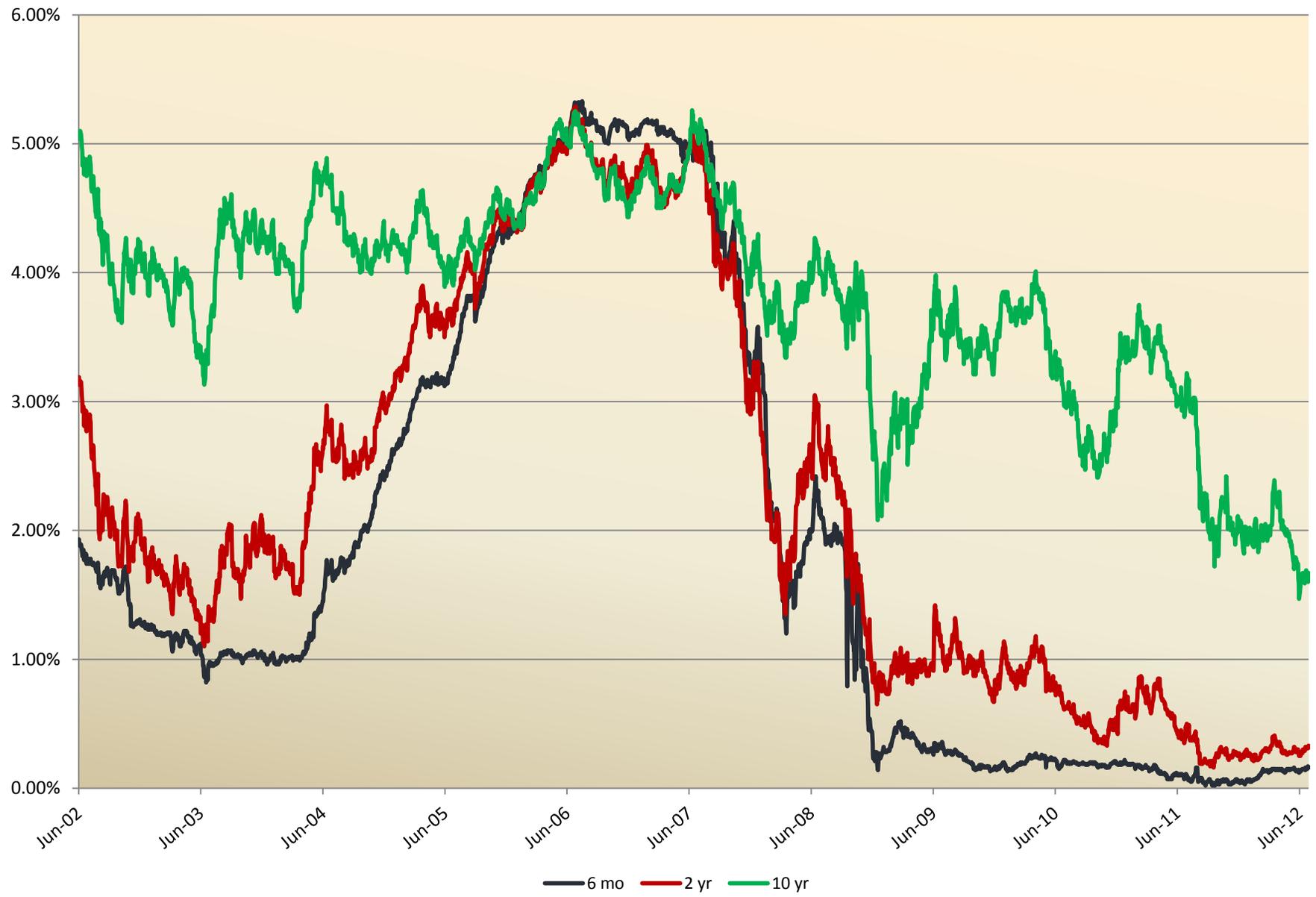
Quarter	\$ 1,040,647
Fiscal Year To Date	\$ 2,495,390

(1) Average Yield calculated using quarter end report yields and adjusted book values does not reflect a total return analysis or account for advisory fees.

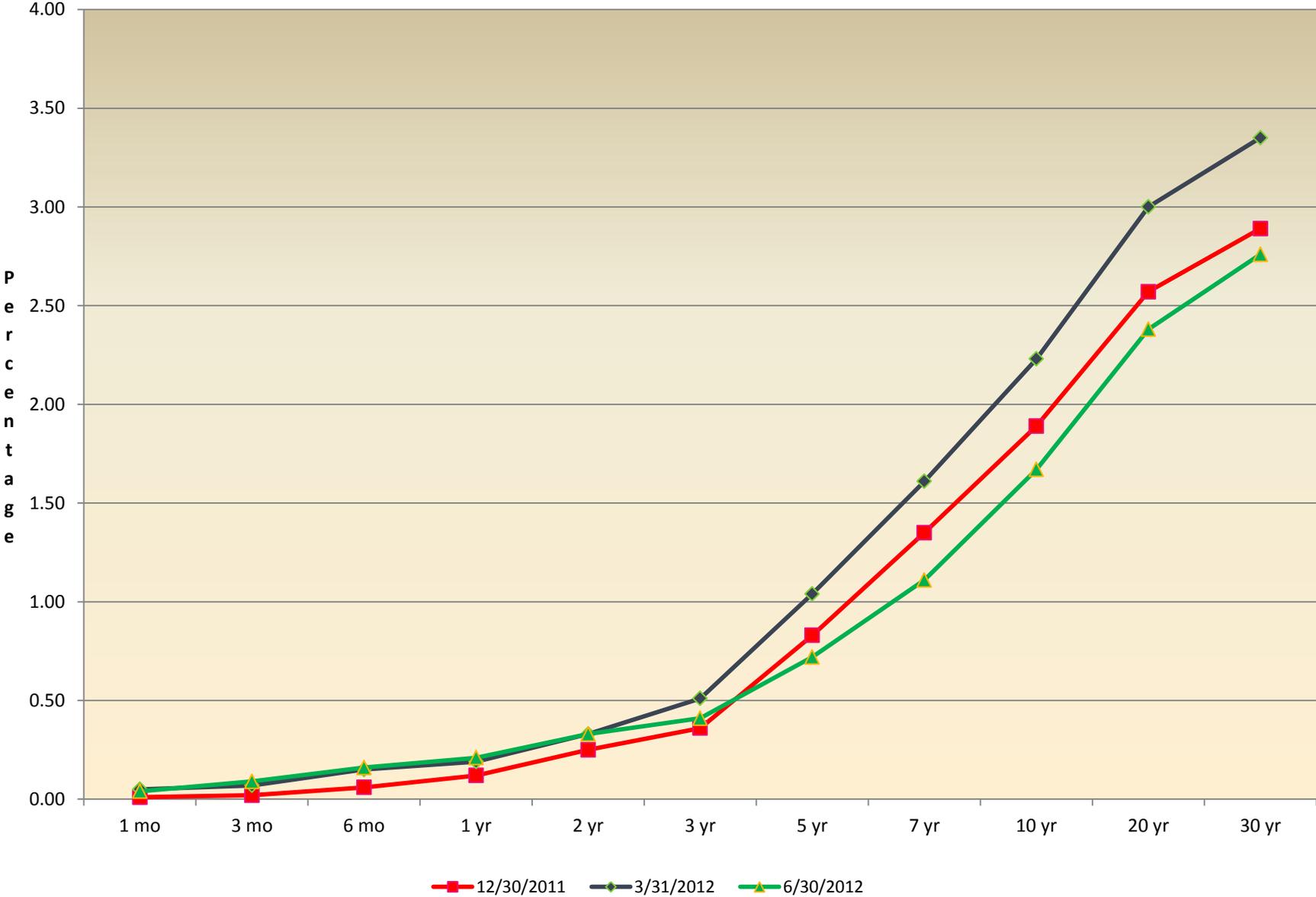
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(3) Interest earnings are obtained from the general ledger - Interest plus/minus Gain or Loss on Investments plus/minus Unrealized Gain or Loss.

US Treasury Historical Yields



Treasury Yield Curves



S & P 500



Detail of Security Holdings
June 30, 2012

By Sector

Security Description	Ratings	Coupon/ YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Frost NOW Account		0.00%	07/01/2012	06/30/2012		26,161,375.10	26,161,375.10	26,161,375.10	1.00	26,161,375.10	0.03	0.00%	-
Legacy NOW Account		0.24%	07/01/2012	06/30/2012		34,726,157.61	34,726,157.61	34,726,157.61	1.00	34,726,157.61	0.03	0.24%	-
TexPool	AAAm	0.14%	07/01/2012	06/30/2012		8,609,752.72	8,609,752.72	8,609,752.72	1.00	8,609,752.72	0.03	0.14%	-
Texas Daily	AAAm	0.13%	07/01/2012	06/30/2012		8,524,948.57	8,524,948.57	8,524,948.57	1.00	8,524,948.57	0.03	0.13%	-
Certificate of Deposit		0.45%	07/26/2012	07/28/2011		2,000,000.00	2,000,000.00	2,000,000.00	1.00	2,000,000.00	0.85	0.45%	8,450.00
Certificate of Deposit		0.45%	07/26/2012	07/28/2011		4,000,000.00	4,000,000.00	4,000,000.00	1.00	4,000,000.00	0.85	0.45%	16,900.00
Certificate of Deposit		1.05%	08/10/2012	03/11/2011		97,575.75	97,575.75	97,575.75	1.00	97,575.75	1.34	1.05%	1,338.93
Certificate of Deposit		1.06%	08/23/2012	08/26/2010		5,000,000.00	5,000,000.00	5,000,000.00	1.00	5,000,000.00	1.77	1.06%	21,780.82
Certificate of Deposit		1.45%	08/23/2012	08/25/2011		3,500,000.00	3,500,000.00	3,500,000.00	1.00	3,500,000.00	1.77	1.45%	43,102.74
Certificate of Deposit		1.10%	09/09/2012	08/09/2011		245,000.00	245,000.00	245,000.00	1.00	245,000.00	2.33	1.10%	2,407.04
Certificate of Deposit		0.35%	09/13/2012	09/15/2011		5,000,000.00	5,000,000.00	5,000,000.00	1.00	5,000,000.00	2.46	0.35%	14,048.61
Certificate of Deposit		1.00%	10/13/2012	05/13/2011		151,804.10	151,804.10	151,804.10	1.00	151,804.10	3.44	1.00%	1,745.75
Certificate of Deposit		0.45%	12/15/2012	01/16/2012		246,000.00	246,000.00	246,000.00	1.00	246,000.00	5.51	0.45%	503.46
Certificate of Deposit		1.00%	01/13/2013	01/13/2011		5,047,593.52	5,047,593.52	5,047,593.52	1.00	5,047,593.52	6.46	1.00%	73,846.98
Certificate of Deposit		1.45%	08/22/2013	08/26/2010		1,500,000.00	1,500,000.00	1,500,000.00	1.00	1,500,000.00	13.70	1.45%	8,938.36
Certificate of Deposit		0.64%	11/29/2013	11/29/2011		244,000.00	244,000.00	244,000.00	1.00	244,000.00	16.95	0.64%	928.28
Certificate of Deposit		0.40%	12/01/2013	06/01/2012		245,000.00	245,000.00	245,000.00	1.00	245,000.00	17.02	0.40%	78.94
Certificate of Deposit		1.00%	01/30/2014	01/30/2012		10,000,000.00	10,000,000.00	10,000,000.00	1.00	10,000,000.00	18.98	1.00%	42,004.81
Certificate of Deposit		0.68%	02/27/2014	02/27/2012		20,000,000.00	20,000,000.00	20,000,000.00	1.00	20,000,000.00	19.90	0.68%	46,202.74
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit	AAA	1.24%	05/31/2014	05/31/2012		245,000.00	245,000.00	245,000.00	1.00	245,000.00	22.95	1.24%	250.10

Detail of Security Holdings
June 30, 2012

By Sector

Security Description	Coupon/ Ratings	YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
FHLB Bonds	AAA	1.25%	07/26/2012	03/12/2010		8,725,000.00	8,734,565.45	8,725,286.85	1.00	8,731,683.35	0.85	1.25%	48,520.69
FHLB Bonds	AAA	1.39%	09/14/2012	03/11/2010		17,000,000.00	17,256,428.00	17,021,229.33	1.00	17,062,849.00	2.49	1.39%	100,111.11
FHLB Bonds	AAA	0.21%	02/25/2013	02/24/2012		10,000,000.00	9,998,700.00	9,999,149.86	1.00	9,996,120.00	7.87	0.21%	7,000.00
FHLB Bonds	AAA	0.39%	04/19/2013	10/03/2011		11,000,000.00	11,069,740.00	11,036,230.18	1.00	11,048,400.00	9.61	0.39%	15,644.44
FHLB Bonds	AAA	0.36%	09/13/2013	12/30/2011		10,000,000.00	10,107,852.96	10,076,172.24	1.01	10,083,700.00	14.43	0.36%	29,722.22
FHLB Bonds	AAA	1.63%	03/14/2014	02/15/2011		15,000,000.00	15,335,700.00	15,185,935.35	1.03	15,510,540.00	20.39	1.63%	104,895.83
FHLB Bonds	AAA	1.23%	09/12/2014	09/30/2010		10,000,000.00	10,054,542.50	10,030,389.58	1.02	10,205,580.00	26.36	1.23%	41,250.00
FHLB Bonds	AAA	2.09%	03/13/2015	02/07/2011		7,565,000.00	7,761,622.75	7,694,678.95	1.06	8,018,680.62	32.33	2.09%	61,833.37
FHLB Bonds	AAA	0.57%	05/15/2015	02/23/2012		4,000,000.00	3,997,880.00	3,998,108.23	1.00	4,001,992.00	34.39	0.57%	2,750.00
FHLB Bonds	AAA	0.60%	05/27/2015	02/21/2012		1,000,000.00	1,045,160.00	1,040,180.53	1.04	1,042,078.00	34.79	0.60%	1,833.33
FHLB Bonds	AAA	0.68%	02/02/2016	02/13/2012		7,590,000.00	7,597,134.60	7,596,455.58	1.01	7,646,826.33	43.02	0.68%	21,842.33
FHLMC Bonds	AAA	0.39%	11/30/2012	07/29/2011		5,000,000.00	4,999,265.00	4,999,770.50	1.00	5,005,780.00	5.02	0.39%	1,562.50
FHLMC Bonds	AAA	0.54%	04/11/2013	10/27/2010		3,000,000.00	3,086,610.00	3,027,518.23	1.01	3,033,885.00	9.34	0.54%	11,323.33
FHLMC Bonds	AAA	0.52%	07/15/2013	07/27/2011		7,000,000.00	7,545,050.44	7,288,065.60	1.04	7,308,756.00	12.46	0.52%	144,375.00
FHLMC Bonds	AAA	1.30%	09/27/2013	07/12/2010		15,000,000.00	16,329,150.00	15,514,436.57	1.05	15,711,240.00	14.89	1.30%	159,843.75
FHLMC Bonds	AAA	0.40%	03/21/2014	02/23/2012		5,000,000.00	4,990,100.00	4,991,773.98	1.00	4,997,685.00	20.62	0.40%	4,125.00
FHLMC Bonds	AAA	0.97%	07/28/2014	10/28/2010		11,000,000.00	11,820,710.00	11,454,417.96	1.05	11,577,302.00	24.85	0.97%	139,333.33
FHLMC Bonds	AAA	1.64%	09/10/2015	09/27/2010		17,000,000.00	17,088,555.17	17,057,127.63	1.04	17,635,375.00	38.26	1.64%	90,902.78
FHLMC Bonds	AAA	2.20%	09/10/2015	02/03/2011		13,000,000.00	12,744,589.10	12,822,580.64	1.04	13,485,875.00	38.26	2.20%	69,513.89
FHLMC Bonds	AAA	0.93%	07/18/2016	02/21/2012		6,000,000.00	7,182,724.81	7,087,165.94	1.19	7,127,580.00	48.49	0.93%	148,500.00
FNMA Bonds	AAA	0.33%	09/15/2012	07/27/2011		15,000,000.00	15,686,250.00	15,127,022.24	1.01	15,128,415.00	2.52	0.33%	191,406.25
FNMA Bonds	AAA	0.38%	10/30/2012	07/28/2011		13,000,000.00	13,019,890.00	13,005,275.17	1.00	13,014,898.00	4.00	0.38%	10,833.33
FNMA Bonds	AAA	0.66%	08/20/2013	10/27/2010		10,000,000.00	10,164,100.00	10,066,406.23	1.01	10,105,460.00	13.64	0.66%	45,138.89
FNMA Bonds	AAA	0.40%	05/15/2014	02/23/2012		6,000,000.00	6,279,430.18	6,235,382.07	1.04	6,238,140.00	22.43	0.40%	18,750.00
FNMA Bonds	AAA	0.65%	08/28/2014	12/30/2011	08/28/2012	9,085,000.00	9,085,000.00	9,085,000.00	1.00	9,090,387.40	25.87	0.65%	20,012.24
FNMA Bonds	AAA	0.62%	09/16/2014	01/03/2012		15,000,000.00	15,955,350.00	15,782,089.97	1.06	15,871,035.00	26.49	0.62%	130,000.00
FNMA Bonds	AAA	1.93%	04/15/2015	03/29/2011		15,000,000.00	16,786,500.00	16,231,693.84	1.12	16,862,115.00	33.41	1.93%	156,250.00
FNMA Bonds	AAA	0.72%	02/25/2016	02/13/2012		3,410,000.00	3,583,773.60	3,567,493.38	1.05	3,568,755.96	43.77	0.72%	23,680.56
FNMA Bonds	AAA	0.89%	03/24/2016	02/21/2012		6,000,000.00	6,315,960.00	6,288,448.41	1.05	6,325,656.00	44.69	0.89%	35,200.00
Municipal Bonds	AA2	0.59%	11/01/2013	06/07/2012		80,000.00	80,000.00	80,000.00	1.00	79,957.60	16.03	0.59%	30.16
Municipal Bonds	AA1	0.40%	12/01/2013	06/07/2012		900,000.00	947,862.00	945,830.96	1.05	946,278.00	17.02	0.40%	2,300.00
Municipal Bonds	AA2	0.74%	11/01/2014	06/07/2012		550,000.00	550,000.00	550,000.00	1.00	549,367.50	28.00	0.74%	260.03
Municipal Bonds	AA1	0.56%	12/01/2014	06/07/2012		2,750,000.00	2,915,220.00	2,911,030.30	1.06	2,911,452.50	28.98	0.56%	5,270.83
Municipal Bonds	AA2	1.04%	11/01/2015	06/07/2012		615,000.00	615,000.00	615,000.00	1.00	613,997.55	39.97	1.04%	408.63
Municipal Bonds	AA1	0.76%	12/01/2015	06/07/2012		1,000,000.00	1,111,160.00	1,109,150.03	1.11	1,108,360.00	40.95	0.76%	2,555.56
Municipal Bonds	AA2	1.25%	11/01/2016	06/07/2012		500,000.00	500,000.00	500,000.00	1.00	499,165.00	51.97	1.25%	399.31
Municipal Bonds	AA3	0.96%	11/01/2016	05/17/2012		500,000.00	587,895.00	585,520.92	1.17	583,005.00	51.97	0.96%	2,986.11
Municipal Bonds	AA1	0.91%	12/01/2016	06/07/2012		1,610,000.00	1,828,058.40	1,824,996.53	1.13	1,825,096.00	52.95	0.91%	4,114.44
TOTAL						423,449,175.59	433,326,705.55	429,726,189.37		433,122,644.40	16.16	0.81%	2,142,625.86

(1) (2)

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

(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield is for this month only.

Detail of Security Holdings
June 30, 2012

By Maturity

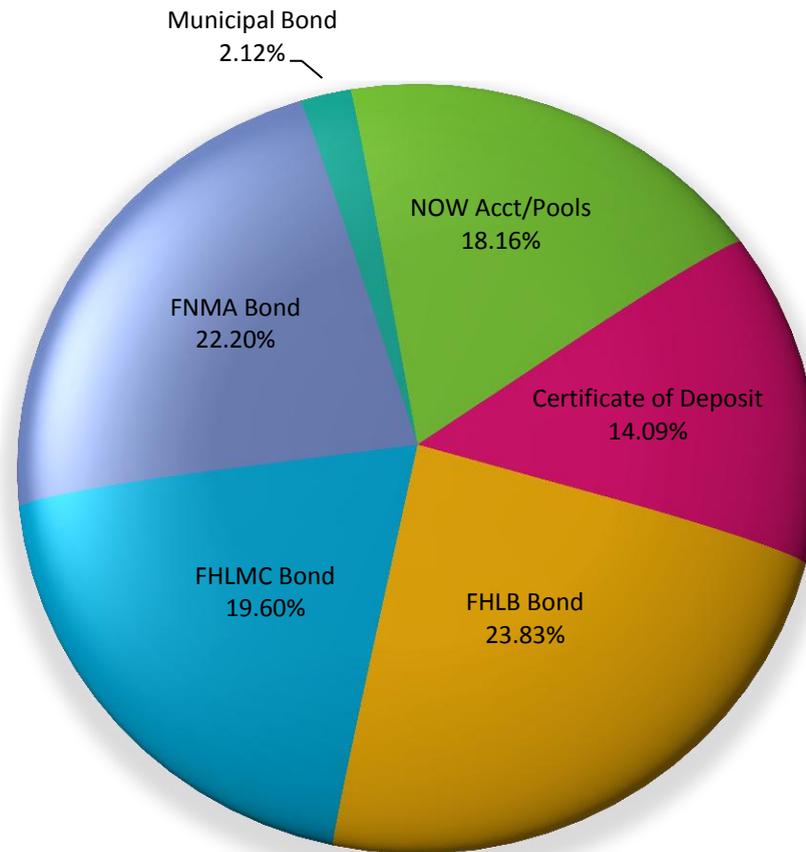
Security Description	Coupon/ Ratings	YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
								Book Value					
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	20.23	0.60%	181.26
FHLB Bonds	AAA	1.63%	03/14/2014	02/15/2011		15,000,000.00	15,335,700.00	15,185,935.35	1.03	15,510,540.00	20.39	1.63%	104,895.83
FHLMC Bonds	AAA	0.40%	03/21/2014	02/23/2012		5,000,000.00	4,990,100.00	4,991,773.98	1.00	4,997,685.00	20.62	0.40%	4,125.00
FNMA Bonds	AAA	0.40%	05/15/2014	02/23/2012		6,000,000.00	6,279,430.18	6,235,382.07	1.04	6,238,140.00	22.43	0.40%	18,750.00
Certificate of Deposit	AAA	1.24%	05/31/2014	05/31/2012		245,000.00	245,000.00	245,000.00	1.00	245,000.00	22.95	1.24%	250.10
FHLMC Bonds	AAA	0.97%	07/28/2014	10/28/2010		11,000,000.00	11,820,710.00	11,454,417.96	1.05	11,577,302.00	24.85	0.97%	139,333.33
FNMA Bonds	AAA	0.65%	08/28/2014	12/30/2011	08/28/2012	9,085,000.00	9,085,000.00	9,085,000.00	1.00	9,090,387.40	25.87	0.65%	20,012.24
FHLB Bonds	AAA	1.23%	09/12/2014	09/30/2010		10,000,000.00	10,054,542.50	10,030,389.58	1.02	10,205,580.00	26.36	1.23%	41,250.00
FNMA Bonds	AAA	0.62%	09/16/2014	01/03/2012		15,000,000.00	15,955,350.00	15,782,089.97	1.06	15,871,035.00	26.49	0.62%	130,000.00
Municipal Bonds	AA2	0.74%	11/01/2014	06/07/2012		550,000.00	550,000.00	550,000.00	1.00	549,367.50	28.00	0.74%	260.03
Municipal Bonds	AA1	0.56%	12/01/2014	06/07/2012		2,750,000.00	2,915,220.00	2,911,030.30	1.06	2,911,452.50	28.98	0.56%	5,270.83
FHLB Bonds	AAA	2.09%	03/13/2015	02/07/2011		7,565,000.00	7,761,622.75	7,694,678.95	1.06	8,018,680.62	32.33	2.09%	61,833.37
FNMA Bonds	AAA	1.93%	04/15/2015	03/29/2011		15,000,000.00	16,786,500.00	16,231,693.84	1.12	16,862,115.00	33.41	1.93%	156,250.00
FHLB Bonds	AAA	0.57%	05/15/2015	02/23/2012		4,000,000.00	3,997,880.00	3,998,108.23	1.00	4,001,992.00	34.39	0.57%	2,750.00
FHLB Bonds	AAA	0.60%	05/27/2015	02/21/2012		1,000,000.00	1,045,160.00	1,040,180.53	1.04	1,042,078.00	34.79	0.60%	1,833.33
FHLMC Bonds	AAA	1.64%	09/10/2015	09/27/2010		17,000,000.00	17,088,555.17	17,057,127.63	1.04	17,635,375.00	38.26	1.64%	90,902.78
FHLMC Bonds	AAA	2.20%	09/10/2015	02/03/2011		13,000,000.00	12,744,589.10	12,822,580.64	1.04	13,485,875.00	38.26	2.20%	69,513.89
Municipal Bonds	AA2	1.04%	11/01/2015	06/07/2012		615,000.00	615,000.00	615,000.00	1.00	613,997.55	39.97	1.04%	408.63
Municipal Bonds	AA1	0.76%	12/01/2015	06/07/2012		1,000,000.00	1,111,160.00	1,109,150.03	1.11	1,108,360.00	40.95	0.76%	2,555.56
FHLB Bonds	AAA	0.68%	02/02/2016	02/13/2012		7,590,000.00	7,597,134.60	7,596,455.58	1.01	7,646,826.33	43.02	0.68%	21,842.33
FNMA Bonds	AAA	0.72%	02/25/2016	02/13/2012		3,410,000.00	3,583,773.60	3,567,493.38	1.05	3,568,755.96	43.77	0.72%	23,680.56
FNMA Bonds	AAA	0.89%	03/24/2016	02/21/2012		6,000,000.00	6,315,960.00	6,288,448.41	1.05	6,325,656.00	44.69	0.89%	35,200.00
FHLMC Bonds	AAA	0.93%	07/18/2016	02/21/2012		6,000,000.00	7,182,724.81	7,087,165.94	1.19	7,127,580.00	48.49	0.93%	148,500.00
Municipal Bonds	AA2	1.25%	11/01/2016	06/07/2012		500,000.00	500,000.00	500,000.00	1.00	499,165.00	51.97	1.25%	399.31
Municipal Bonds	AA3	0.96%	11/01/2016	05/17/2012		500,000.00	587,895.00	585,520.92	1.17	583,005.00	51.97	0.96%	2,986.11
Municipal Bonds	AA1	0.91%	12/01/2016	06/07/2012		1,610,000.00	1,828,058.40	1,824,996.53	1.13	1,825,096.00	52.95	0.91%	4,114.44
TOTAL						423,449,175.59	433,326,705.55	429,726,189.37		433,122,644.40	16.16	0.81%	2,142,625.86

(1) (2)

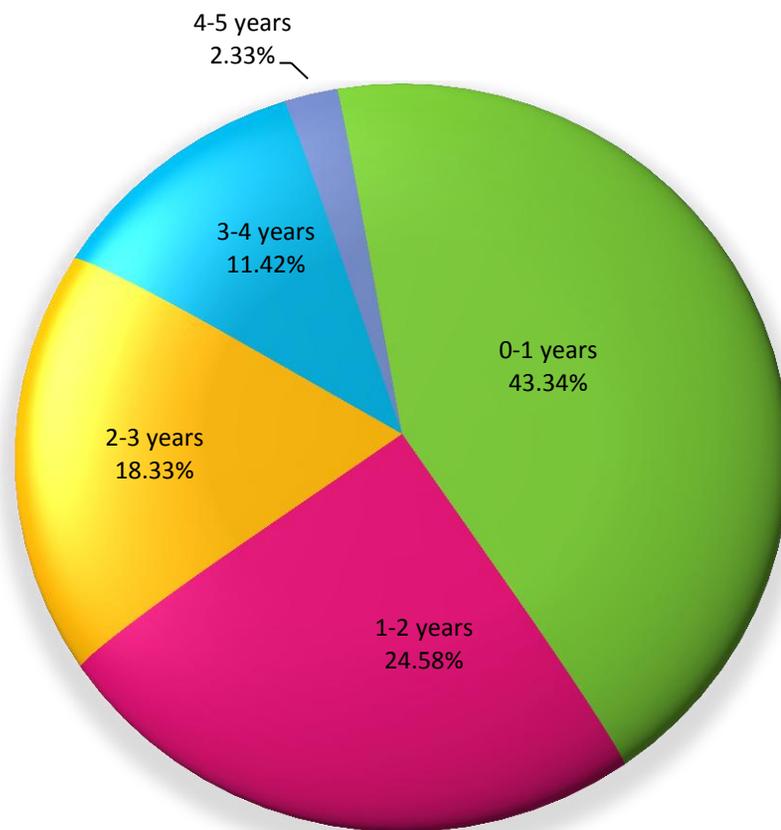
(1) Weighted average life - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield is for this month only.

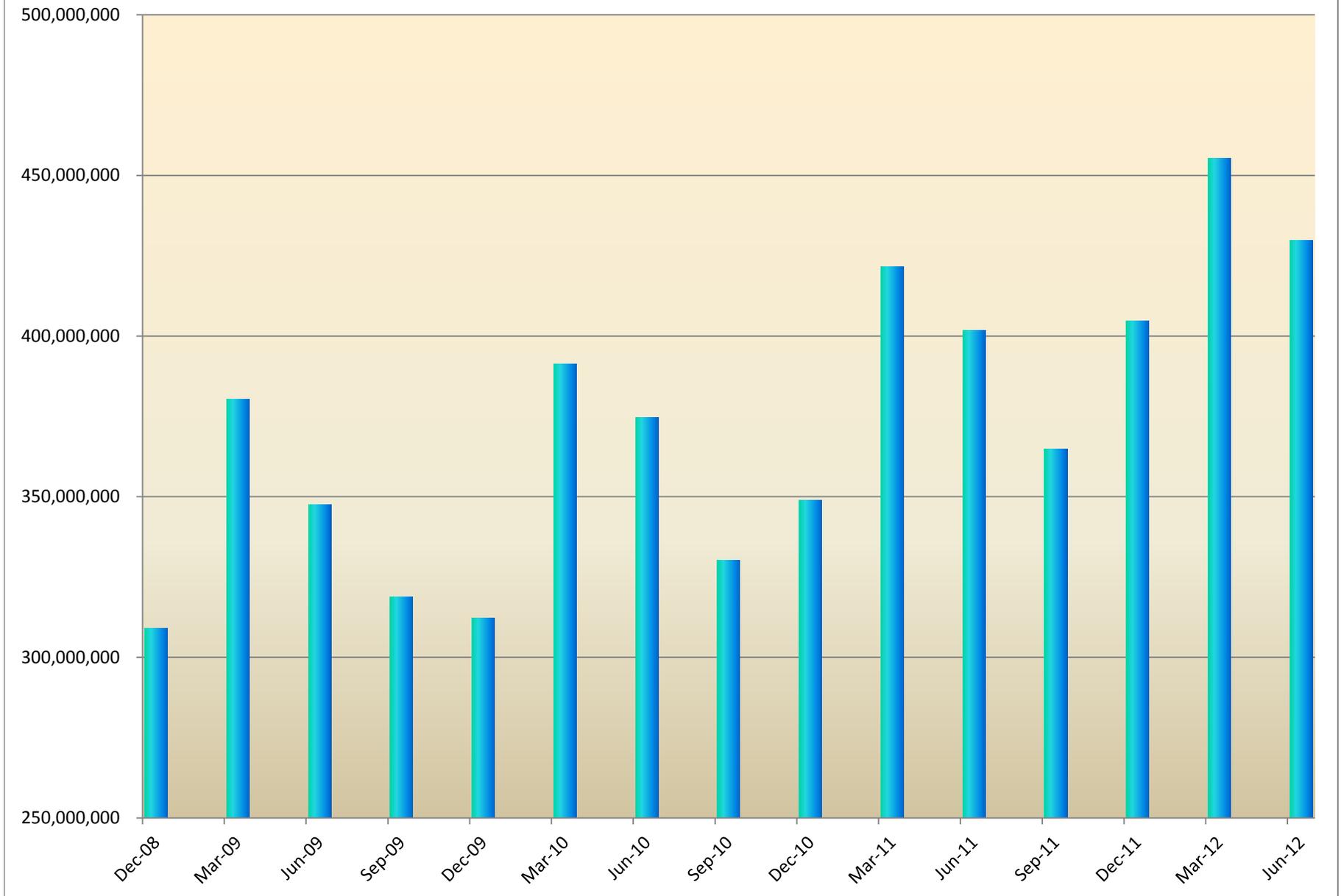
Portfolio Composition 6/30/12



Portfolio Maturities 6/30/12



Quarter End Book Value



Adjusted Book Value Comparison

Security Description	Coupon/ Yield	Maturity Date	March 31, 2012				June 30, 2012			
			Par Value	Adjusted Book Value	Purchase/ Adjustment	Maturity/Call/ Adjustment	Par Value	Adjusted Book Value	Purchase/ Adjustment	Maturity/Call/ Adjustment
Certificate of Deposit	0.60%	03/09/14	97,579.62	97,579.62	-	-	97,579.62	97,579.62	-	-
Certificate of Deposit	1.24%	05/31/14	-	-	245,000.00	-	245,000.00	245,000.00	-	-
FHLB Bond	1.25%	07/26/12	8,725,000.00	8,726,290.84	-	(1,003.99)	8,725,000.00	8,725,286.85	-	-
FHLB Bond	1.39%	09/14/12	17,000,000.00	17,046,648.67	-	(25,419.34)	17,000,000.00	17,021,229.33	-	-
FHLB Bond	0.21%	02/25/13	10,000,000.00	9,998,827.52	322.34	-	10,000,000.00	9,999,149.86	-	-
FHLB Bond	0.39%	04/19/13	11,000,000.00	11,047,482.55	-	(11,252.37)	11,000,000.00	11,036,230.18	-	-
FHLB Bond	0.36%	09/13/13	10,000,000.00	10,091,926.04	-	(15,753.80)	10,000,000.00	10,076,172.24	-	-
FHLB Bond	1.63%	03/14/14	15,000,000.00	15,213,138.11	-	(27,202.76)	15,000,000.00	15,185,935.35	-	-
FHLB Bond	1.23%	09/12/14	10,000,000.00	10,033,829.20	-	(3,439.62)	10,000,000.00	10,030,389.58	-	-
FHLB Bond	2.09%	03/13/15	7,565,000.00	7,706,647.29	-	(11,968.34)	7,565,000.00	7,694,678.95	-	-
FHLB Bonds	0.57%	05/27/15	4,000,000.00	3,997,945.97	162.26	-	4,000,000.00	3,998,108.23	-	-
FHLB Bonds	0.60%	05/27/15	1,000,000.00	1,043,666.16	-	(3,485.63)	1,000,000.00	1,040,180.53	-	-
FHLB Bonds	0.68%	02/02/16	7,590,000.00	7,596,903.34	-	(447.76)	7,590,000.00	7,596,455.58	-	-
FHLMC Bond	0.39%	11/30/12	5,000,000.00	4,999,634.00	136.50	-	5,000,000.00	4,999,770.50	-	-
FHLMC Bond	0.53%	04/11/13	3,000,000.00	3,036,304.75	-	(8,786.52)	3,000,000.00	3,027,518.23	-	-
FHLMC Bond	0.52%	07/15/13	7,000,000.00	7,357,049.73	-	(68,984.13)	7,000,000.00	7,288,065.60	-	-
FHLMC Bond	1.30%	09/27/13	15,000,000.00	15,617,550.51	-	(103,113.94)	15,000,000.00	15,514,436.57	-	-
FHLMC Bond	0.40%	03/21/14	5,000,000.00	4,990,583.88	1,190.10	-	5,000,000.00	4,991,773.98	-	-
FHLMC Bond	0.97%	07/28/14	11,000,000.00	11,508,972.09	-	(54,554.13)	11,000,000.00	11,454,417.96	-	-
FHLMC Bond	1.64%	09/10/15	17,000,000.00	17,061,582.31	-	(4,454.68)	17,000,000.00	17,057,127.63	-	-
FHLMC Bond	2.20%	09/10/15	13,000,000.00	12,808,745.88	13,834.76	-	13,000,000.00	12,822,580.64	-	-
FHLMC Bond	0.93%	07/18/16	6,000,000.00	7,154,057.15	-	(66,891.21)	6,000,000.00	7,087,165.94	-	-
FNMA Bond	1.11%	04/04/12	6,000,000.00	5,999,926.96	-	(5,999,926.96)	-	-	-	-
FNMA Bond	0.38%	04/20/12	6,000,000.00	6,004,889.67	-	(6,004,889.67)	-	-	-	-
FNMA Bond	0.33%	09/15/12	15,000,000.00	15,277,139.42	-	(150,117.18)	15,000,000.00	15,127,022.24	-	-
FNMA Bond	0.38%	10/30/12	13,000,000.00	13,009,209.93	-	(3,934.76)	13,000,000.00	13,005,275.17	-	-
FNMA Bond	0.66%	08/20/13	10,000,000.00	10,080,932.59	-	(14,526.36)	10,000,000.00	10,066,406.23	-	-
FNMA Bond	Step	10/24/13	5,000,000.00	5,000,000.00	-	(5,000,000.00)	-	-	-	-
FNMA Bond	0.40%	05/15/14	6,000,000.00	6,266,697.52	-	(31,315.45)	6,000,000.00	6,235,382.07	-	-
FNMA Bond	0.65%	08/28/14	9,085,000.00	9,085,000.00	-	-	9,085,000.00	9,085,000.00	-	-
FNMA Bond	0.62%	09/16/14	15,000,000.00	15,870,171.88	-	(88,081.91)	15,000,000.00	15,782,089.97	-	-
FNMA Bond	1.92%	04/15/15	15,000,000.00	16,341,688.09	-	(109,994.25)	15,000,000.00	16,231,693.84	-	-
FNMA Bond	0.72%	02/25/16	3,410,000.00	3,578,228.89	-	(10,735.51)	3,410,000.00	3,567,493.38	-	-
FNMA Bond	0.89%	03/24/16	6,000,000.00	6,307,706.52	-	(19,258.11)	6,000,000.00	6,288,448.41	-	-
Municipal Bonds	0.59%	11/01/13	-	-	80,000.00	-	80,000.00	80,000.00	-	-
Municipal Bonds	0.40%	12/01/13	-	-	945,830.96	-	900,000.00	945,830.96	-	-
Municipal Bonds	0.74%	11/01/14	-	-	550,000.00	-	550,000.00	550,000.00	-	-
Municipal Bonds	0.56%	12/01/14	-	-	2,911,030.30	-	2,750,000.00	2,911,030.30	-	-
Municipal Bonds	1.04%	11/01/15	-	-	615,000.00	-	615,000.00	615,000.00	-	-
Municipal Bonds	0.76%	12/01/15	-	-	1,109,150.03	-	1,000,000.00	1,109,150.03	-	-
Municipal Bonds	1.25%	11/01/16	-	-	500,000.00	-	500,000.00	500,000.00	-	-
Municipal Bonds	0.96%	11/01/16	-	-	585,520.92	-	500,000.00	585,520.92	-	-
Municipal Bonds	0.91%	12/01/16	-	-	1,824,996.53	-	1,610,000.00	1,824,996.53	-	-
TOTAL			\$ 448,865,854.86	\$ 455,350,232.32	\$ 10,452,619.86	\$ (36,076,662.81)	\$ 423,449,175.59	\$ 429,726,189.37		

Market Value Comparison

Security Description	Coupon/ Yield	Maturity Date	March 31, 2012		Qtr to Qtr Change (1)	June 30, 2012	
			Par Value	Market Value		Par Value	Market Value
Certificate of Deposit	0.60%	03/09/14	97,579.62	97,579.62	-	97,579.62	97,579.62
Certificate of Deposit	1.24%	05/31/14	-	-	245,000.00	245,000.00	245,000.00
FHLB Bond	1.25%	07/26/12	8,725,000.00	8,756,750.28	(25,066.93)	8,725,000.00	8,731,683.35
FHLB Bond	1.39%	09/14/12	17,000,000.00	17,141,015.00	(78,166.00)	17,000,000.00	17,062,849.00
FHLB Bond	0.21%	02/25/13	10,000,000.00	9,997,390.00	(1,270.00)	10,000,000.00	9,996,120.00
FHLB Bond	0.39%	04/19/13	11,000,000.00	11,063,855.00	(15,455.00)	11,000,000.00	11,048,400.00
FHLB Bond	0.36%	09/13/13	10,000,000.00	10,096,460.00	(12,760.00)	10,000,000.00	10,083,700.00
FHLB Bond	1.63%	03/14/14	15,000,000.00	15,573,750.00	(63,210.00)	15,000,000.00	15,510,540.00
FHLB Bond	1.23%	09/12/14	10,000,000.00	10,198,810.00	6,770.00	10,000,000.00	10,205,580.00
FHLB Bond	2.09%	03/13/15	7,565,000.00	8,027,705.66	(9,025.04)	7,565,000.00	8,018,680.62
FHLB Bond	0.57%	05/27/15	4,000,000.00	3,980,956.00	21,036.00	4,000,000.00	4,001,992.00
FHLB Bond	0.60%	05/27/15	1,000,000.00	1,039,940.00	2,138.00	1,000,000.00	1,042,078.00
FHLB Bond	0.68%	02/02/16	7,590,000.00	7,577,810.46	69,015.87	7,590,000.00	7,646,826.33
FHLMC Bond	0.39%	11/30/12	5,000,000.00	5,007,745.00	(1,965.00)	5,000,000.00	5,005,780.00
FHLMC Bond	0.53%	04/11/13	3,000,000.00	3,045,225.00	(11,340.00)	3,000,000.00	3,033,885.00
FHLMC Bond	0.52%	07/15/13	7,000,000.00	7,380,954.00	(72,198.00)	7,000,000.00	7,308,756.00
FHLMC Bond	1.30%	09/27/13	15,000,000.00	15,845,745.00	(134,505.00)	15,000,000.00	15,711,240.00
FHLMC Bond	0.40%	03/21/14	5,000,000.00	4,993,495.00	4,190.00	5,000,000.00	4,997,685.00
FHLMC Bond	0.97%	07/28/14	11,000,000.00	11,684,508.00	(107,206.00)	11,000,000.00	11,577,302.00
FHLMC Bond	1.64%	09/10/15	17,000,000.00	17,564,383.00	70,992.00	17,000,000.00	17,635,375.00
FHLMC Bond	2.20%	09/10/15	13,000,000.00	13,431,587.00	54,288.00	13,000,000.00	13,485,875.00
FHLMC Bond	0.93%	07/18/16	6,000,000.00	7,142,304.00	(14,724.00)	6,000,000.00	7,127,580.00
FNMA Bond	1.11%	04/04/12	6,000,000.00	6,000,282.00	(6,000,282.00)	-	-
FNMA Bond	0.38%	04/20/12	6,000,000.00	6,005,172.00	(6,005,172.00)	-	-
FNMA Bond	0.33%	09/15/12	15,000,000.00	15,286,350.00	(157,935.00)	15,000,000.00	15,128,415.00
FNMA Bond	0.38%	10/30/12	13,000,000.00	13,023,231.00	(8,333.00)	13,000,000.00	13,014,898.00
FNMA Bond	0.66%	08/20/13	10,000,000.00	10,124,340.00	(18,880.00)	10,000,000.00	10,105,460.00
FNMA Bond	Step	10/24/13	5,000,000.00	5,000,620.00	(5,000,620.00)	-	-
FNMA Bond	0.40%	05/15/14	6,000,000.00	6,268,260.00	(30,120.00)	6,000,000.00	6,238,140.00
FNMA Bond	0.65%	08/28/14	9,085,000.00	9,089,751.46	635.94	9,085,000.00	9,090,387.40
FNMA Bond	0.62%	09/16/14	15,000,000.00	15,924,900.00	(53,865.00)	15,000,000.00	15,871,035.00
FNMA Bond	1.92%	04/15/15	15,000,000.00	16,951,170.00	(89,055.00)	15,000,000.00	16,862,115.00
FNMA Bond	0.72%	02/25/16	3,410,000.00	3,548,548.30	20,207.66	3,410,000.00	3,568,755.96
FNMA Bond	0.89%	03/24/16	6,000,000.00	6,290,706.00	34,950.00	6,000,000.00	6,325,656.00
Municipal Bonds	0.59%	11/01/13	-	-	79,957.60	80,000.00	79,957.60
Municipal Bonds	0.40%	12/01/13	-	-	946,278.00	900,000.00	946,278.00
Municipal Bonds	0.74%	11/01/14	-	-	549,367.50	550,000.00	549,367.50
Municipal Bonds	0.56%	12/01/14	-	-	2,911,452.50	2,750,000.00	2,911,452.50
Municipal Bonds	1.04%	11/01/15	-	-	613,997.55	615,000.00	613,997.55
Municipal Bonds	0.76%	12/01/15	-	-	1,108,360.00	1,000,000.00	1,108,360.00
Municipal Bonds	1.25%	11/01/16	-	-	499,165.00	500,000.00	499,165.00
Municipal Bonds	0.96%	11/01/16	-	-	583,005.00	500,000.00	583,005.00
Municipal Bonds	0.91%	12/01/16	-	-	1,825,096.00	1,610,000.00	1,825,096.00
TOTAL			\$ 448,865,854.86	\$ 458,554,574.02	\$ (25,431,929.62)	\$ 423,449,175.59	\$ 433,122,644.40

Book Value Allocation						
	March 31, 2012		June 30, 2012		Previous Quarter Comparison	
	% Equity in Treasury Pool	Book Value Fund Allocation	% Equity in Treasury Pool	Book Value Fund Allocation	Book Value Change (%)	Book Value Change (\$)
General Fund	20.62%	93,891,673.76	17.67%	75,931,864.88	-2.95%	(17,959,808.88)
Debt Service Funds	7.57%	34,451,564.25	8.06%	34,656,698.47	0.50%	205,134.22
Capital Projects Funds	32.15%	146,384,111.46	33.48%	143,881,405.10	1.33%	(2,502,706.36)
Enterprise Funds	13.46%	61,273,975.90	12.54%	53,877,014.64	-0.92%	(7,396,961.26)
Special Revenue Funds	7.56%	34,406,974.84	7.99%	34,334,765.66	0.43%	(72,209.18)
Internal Service Funds	13.92%	63,391,975.03	15.03%	64,585,683.06	1.11%	1,193,708.03
Fiduciary Funds	4.73%	21,549,957.07	5.23%	22,458,757.55	0.49%	908,800.48
Totals	100.00%	455,350,232.32	100.00%	429,726,189.37		-25,624,042.95

Market Value Allocation						
	March 31, 2012		June 30, 2012		Previous Quarter Comparison	
	% Equity in Treasury Pool	Market Value Fund Allocation	% Equity in Treasury Pool	Market Value Fund Allocation	Market Value Change (%)	Market Value Change (\$)
General Fund	20.62%	94,552,398.16	17.67%	76,532,012.54	-2.95%	(18,020,385.62)
Debt Service Funds	7.57%	34,694,003.10	8.06%	34,930,616.89	0.50%	236,613.80
Capital Projects Funds	32.15%	147,414,229.99	33.48%	145,018,609.99	1.33%	(2,395,620.00)
Enterprise Funds	13.46%	61,705,166.54	12.54%	54,302,845.93	-0.92%	(7,402,320.61)
Special Revenue Funds	7.56%	34,649,099.90	7.99%	34,606,139.60	0.43%	(42,960.31)
Internal Service Funds	13.92%	63,838,070.22	15.03%	65,096,153.15	1.11%	1,258,082.93
Fiduciary Funds	4.73%	21,701,606.11	5.23%	22,636,266.30	0.49%	934,660.19
Totals	100.00%	458,554,574.02	100.00%	433,122,644.40		-25,431,929.62

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



**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:		08/13/12		
Department:		Public Safety Communications		
Department Head		Ron Timmons		
Agenda Coordinator (include phone #): Earl Whitaker x7074				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a technical services contract with Motorola Solutions, Inc.; 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:	2011-12	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	146,116	0
Encumbered/Expended Amount		0	-10,322	0
This Item		0	-55,849	0
BALANCE		0	79,945	0
FUND(S): GENERAL				
COMMENTS: Funds are included in the FY 2011-12 Public Safety Communications Adopted Budget to provide a Motorola Radio Service Agreement for the maintenance, support or other services for the City of Plano Radio System. STRATEGIC PLAN GOAL: Providing a Motorola Service Agreement for the City's Radio System relates to the City's Goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff request Council approval of an agreement between the City of Plano, Texas and Motorola Solutions, Inc. for Network Monitoring, Technical Support, and Customer Technician Dispatch Service Agreement for provision of services to the City's ASTRO25® Voice and Data Communications System from June 1, 2012 to September 30, 2012.				
List of Supporting Documents: Recommendation Memo, Sole Source Letter, Resolution and Agreement			Other Departments, Boards, Commissions or Agencies	



Date: 7/17/12

To: Sharron Mason, Purchasing

From: Ron Goldsmith, PSC

Ref: Sole Source purchase Recommendation Memo

Public Safety Communications recommends the purchase from Motorola Solutions Inc. of a (4) month service agreement.

This agreement allows Motorola Solutions Inc. to monitor the new digital radio system for faults and notify the on call radio technician for repairs. This service automatically notifies the appropriate personnel and tracks their response times and successful completion. Additionally, the agreement provides 24hr technical support to the radio technicians. Finally, this agreement provides software patches as needed for the radio infrastructure to protect against viruses and other network vulnerabilities.

Failure to approve this contract will result in the loss of online technical support, call out case management, technician dispatching and tracking as well as software security updates. These services are essential to maintaining the new digital radio system.

Motorola Solutions Inc. is the sole source provider of this service.

The cost of these services is \$55,849 and funded from the General Fund.

Phil Dyer
Mayor

Lissa Smith
Mayor Pro Tem

Ben Harris
Deputy Mayor Pro Tem

Pat Miner
Place 1

André Davidson
Place 3

Jim Duggan
Place 5

Patrick Gallagher
Place 7

Lee Dunlap
Place 8

Bruce D. Glasscock
City Manager



1507 LBJ Freeway
Farmers Branch, TX 75234
972-277-4608

July 17, 2012

Jim Raney
Radio Systems Coordinator
Plano, TX

This letter is to advise that Motorola Solutions Inc. is the sole source provider for depot repairs, monitoring services and technical support for the City of Plano's Radio Communications system. Motorola's depot is the centralized repair facility that provides expert infrastructure maintenance and repair for customers throughout North America. Our experienced, highly trained and certified repair technicians perform quality repairs with a guarantee that your repairs will be done correctly.

Motorola's technical support technicians are the only technicians trained to service the complex radio system and Motorola does not certify any other service providers to perform this service. State-of-the-art diagnostics equipment, repair tools, and an extensive inventory of replacement parts help us quickly analyze, isolate and provide expert repair on your Motorola equipment. With over 35 years of experience in depot repairs, the Motorola Depots are ISO 9001 and TL9000 certified. Only Motorola can assure that your equipment is repaired and reprogrammed to the correct operating parameters. All repairs are returned to original factory specifications by using parts specifically designed for your radios. Using Motorola OnLine (MOL), you can easily and quickly submit repair requests and check repair status.

Contracting directly with Motorola will assure Plano that its communications equipment will continue to operate properly today and in the future.

Sincerely,

John Martin
Customer Service Manager
Motorola Solutions, Inc.
214-681-6515

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a technical services contract with Motorola Solutions, Inc.; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Public Safety Communications Department of the City of Plano utilizes an ASTRO25 voice and data communications system designed and manufactured by Motorola Solutions, Inc. and utilized by Public Safety and other City departments; and

WHEREAS, Motorola Solutions, Inc. is the sole source provider for network monitoring and technical support services for the ASTRO25 voice and data communications system; and

WHEREAS, the City Council has been presented a proposed network monitoring, technical support and customer technician dispatch service agreement between the City of Plano and Motorola Solutions, Inc., a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

Section I. The City Council hereby finds and determines that Motorola Solutions, Inc. is the sole source provider for network monitoring and technical support for the City of Plano's ASTRO25 voice and data communications system, and, thus, the purchase of such services is exempt from competitive bid as provided for in TEXAS LOCAL GOVERNMENT CODE, Section 252.022(a)(7).

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

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

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

DULY PASSED AND APPROVED this 13th day of August, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**NETWORK MONITORING, TECHNICAL SUPPORT AND CUSTOMER TECHNICIAN
DISPATCH SERVICE AGREEMENT
BETWEEN
THE CITY OF PLANO, TEXAS, AND
MOTOROLA SOLUTIONS, INC.**

MOTOROLA SOLUTIONS, INC. ("Contractor") and the **CITY OF PLANO, TEXAS** ("City") enter into this Network Monitoring, Technical Support, and Customer Technician Dispatch Service Agreement for provision of services to the City's ASTRO25® Voice and Data Communications System from June 1, 2012 to September 30, 2012, with the option for renewal as set forth herein.

**I.
EXHIBITS**

The exhibits listed below are incorporated into and made a part of this Agreement. In the event of an inconsistency or conflict between the provisions of this Agreement and the Exhibits, the provisions in this Agreement shall take precedence over the Exhibits, and any inconsistency or conflicts between the Exhibits shall be read and resolved in their listed order.

- (a) Contractor's Services Agreement (**Exhibit "A"**);
- (b) Statement of Work – Network Monitoring and Customer Technician Dispatch (**Exhibit "A-1"**);
- (c) Statement of Work – Technical Support Service (**Exhibit "A-2"**);
- (d) Statement of Work – Pre-Tested Software Subscription (PTSS) (**Exhibit "A-3"**);
- (e) Insurance Requirements (**Exhibit "B"**); and
- (f) Affidavit of No Prohibited Interest (**Exhibit "C"**).

**II.
SCOPE OF SERVICES**

The parties agree that Contractor shall perform such services as are further described in the Statements of Work attached hereto and incorporated herein as **Exhibits "A-1"**, **"A-2"**, and **"A-3"**. The parties understand and agree that deviations or modifications in the Statement of Work may be authorized from time to time by the City, but said authorization must be made in writing and signed by all parties.

**III.
WARRANTY**

Contractor warrants and covenants to City that all goods and services provided by Contractor, Contractor's subcontractors, and agents under the Agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services as set forth in this Agreement and **Exhibits "A-1"**, **"A-2"**, and **"A-3"**, as applicable. Contractor warrants that the goods and services provided

to City under this Agreement shall be free from defects in material and workmanship, for a period of ninety (90) days from the date that the goods or services are provided.

IV. PAYMENT

Total compensation for Contractor's services shall be in an amount not to exceed the sum of **FIFTY-FIVE THOUSAND, EIGHT HUNDRED FORTY-NINE AND NO/100 DOLLARS (\$55,849.00)** as set out in **Exhibit "A"**.

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

V. PROTECTION OF EMPLOYEES AND THE PUBLIC

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to sections VII and VIII (Indemnification and Compliance with Applicable Law, respectively).

VI. LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

VII. INDEMNIFICATION AND HOLD HARMLESS

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, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S NEGLIGENT ACT, GROSSLY NEGLIGENT ACT OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES OR SUBCONTRACTORS WHILE PERFORMING DUTIES UNDER THIS

AGREEMENT. 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, PROVIDED THAT THE CITY GIVES CONTRACTOR PROMPT WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. CITY SHALL COOPERATE WITH CONTRACTOR IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT. THIS SECTION SETS FORTH THE FULL EXTENT OF CITY'S GENERAL INDEMNIFICATION OF CONTRACTOR FROM LIABILITIES THAT ARE IN ANYWAY RELATED TO CITY'S PERFORMANCE UNDER THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN 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.

VIII. INDEMNITY FOR INTELLECTUAL PROPERTY INFRINGEMENT

Contractor will defend at its expense any suit brought against City to the extent it is based on a third-party claim alleging that equipment manufactured by Contractor or Contractor's software ("Product") directly infringes a United States patent or copyright ("Infringement Claim"). Contractor's duties to defend and indemnify are conditioned upon: City promptly notifying Contractor in writing of the Infringement Claim; Contractor having sole control over the defense of the suit and all negotiations for its settlement or compromise; and City providing to Contractor cooperation and if, requested by Contractor, reasonable assistance in the defense of the Infringement Claim. In addition to Contractor's obligation to defend, and subject to the same conditions, Contractor will pay all damages finally awarded against City by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Contractor in settlement of an Infringement Claim. If an Infringement Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense; (a) procure for City the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Product and grant City a credit for the Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Product with any software, apparatus, or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Product; (c) Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a

modification of the Product by a party other than Contractor; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by City to install an enhancement release to the Contractor software that is intended to correct the claimed infringement. In no event will Contractor's liability resulting from its indemnity obligation to City extend in any way to royalties payable on a per use basis or the City's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Contractor from sales or license of the infringing Product. This section provides City's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement claim.

**IX.
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**X.
VENUE**

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

**XI.
ASSIGNMENT AND SUBLETTING**

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, with the exception of wholly-owned subsidiaries of Contractor, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

**XII.
INDEPENDENT CONTRACTOR**

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

XIII.

INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "B"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

XIV. FORCE MAJEURE

Neither party is liable for delays or lack of performance resulting from any causes beyond the reasonable control of a party including acts of God or the public enemy, war, riot, civil unrest, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Contractor's operations in the City.

XV. 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 **Exhibit "C"**.

XVI. SEVERABILITY

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

XVII. ENTIRE AGREEMENT

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

XVIII. CONTRACT INTERPRETATION

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

**XIX.
SUCCESSORS AND ASSIGNS**

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

**XX.
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.

**XXI.
EFFECTIVE DATE**

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

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

MOTOROLA SOLUTIONS, 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



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001018445
 Contract Modifier: RN29-MAR-12 17:23:36

Date: 03/30/2012

Company Name: Plano, City Of
 Attn:
 Billing Address: P O Box 860358
 City, State, Zip: Plano, TX, 75086
 Customer Contact:
 Phone:

Required P.O.: No
 Customer #: 1011267912
 Bill to Tag #: 0028
 Contract Start Date: 06/01/2012
 Contract End Date: 09/30/2012
 Anniversary Day: May 31st
 Payment Cycle: IMMEDIATE
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
1	SVC01SVC0032C	NETWORK MONITORING SERVICE - CTD	\$3,934.51	\$15,738.04
1	SVC150AD	ASTRO25 MASTER SITE		
1	SVC152AD	ASTRO25 PRIME SITE		
24	SVC153AD	ASTRO25 REMOTE SITE		
	SVC01SVC1104C	TECHNICAL SUPPORT SERVICE	\$5,691.47	\$22,765.88
1	SVC032AD	ASTRO25 MASTER SITE		
1	SVC034AD	ASTRO25 PRIME SITE		
23	SVC035AD	ASTRO25 REMOTE SITE		
1	SVC040AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1105C	CUSTOMER TECHNICIAN DISPATCH SERVICE	\$1,315.01	\$5,260.04
1	SVC129AD	ASTRO25 MASTER SITE		
23	SVC132AD	ASTRO25 REMOTE SITE		
1	SVC137AD	ASTRO25 DISPATCH SITE		
1	SVC486AE	ASTRO25 PRIME SITE		
	SVC04SVC0016C	SECURITY UPDATE SERVICE	\$3,021.26	\$12,085.04
1	SVC973AE	SUS MASTER SITE STANDARD		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$13,962.25	\$55,849.00
	Subtotal - One-Time Event Services	\$.00	\$.00
	Total	\$13,962.25	\$55,849.00
	Taxes	-	-
	Grand Total	\$13,962.25	\$55,849.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.			

Subcontractor(s)	City	State
MOTOROLA SSC NETWORK SECURITY DO298	SCHAUMBURG	IL

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page; and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement and the Statement of Work documents attached as Exhibits to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements. Should helicopter use or other unusual service expenses be deemed necessary by Motorola, written approval for the additional charges will be obtained from Customer prior to commencement of the work.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola 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 Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice in accordance with the terms of the Texas Prompt Payment Act, (Texas Government Code § 2251).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

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

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable under the terms of the Texas Prompt Payment Act upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement or another contractual document made part of the Network Monitoring, Technical Support, or Customer Technician Dispatch Service Agreement between the parties; clearly indicate the intention of both parties to override and modify this Agreement or another contractual document between the parties; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Notwithstanding the others terms of this section, Motorola will agree to remove any such property within sixty (60) days of a written request from Customer to Motorola, and Customer will have no further duty to retain or safeguard the equipment should Motorola fail to remove the property at the expiration of the sixty-day period.

Section 16. GENERAL TERMS

16.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

16.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

16.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

16.4. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.5. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

Statement of Work

Network Monitoring and Customer Technician Dispatch

Motorola will provide Network Monitoring and Customer Technician Dispatch Service to Customer Systems. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications Systems.

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

1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event, and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, transferring the Event to Technical Support or opening a Case for dispatch of a Customer's technician.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Customer Technician until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

2.0 Motorola Responsibilities:

- 2.1. Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO, ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
- 2.2. If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements.. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3. If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4. Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5. Continuously receive data from Customer monitored System and Customer initiated service requests.
- 2.6. Remotely access the Customer's System to perform remote diagnosis as permitted by Customer pursuant to section 3.1.
- 2.7. Create a Case, as necessary. Gather information to perform the following:
 - 2.7.1. Characterize the issue
 - 2.7.2. Determine a plan of action
 - 2.7.3. Assign and track the Case to resolution.
- 2.8. Contact technician or other representative designated by Customer as the dispatch contact (Customer Contact) and provide necessary Case information collected in 2.7.
 - 2.8.1. If Customer contact does not respond to Motorola as required by the Customer Support Plan provided by Customer pursuant to section 3.5 below, Motorola will continue to attempt to reach Customer contact every 10 minutes until contact has been attempted for each name set forth in the pre-defined escalation contact table provided by Customer pursuant to section 3.5.2.
 - 2.8.2. Upon attempting each name on the pre-defined escalation contact table, Motorola will either send an email or leave a voice mail message with the Customer contact notifying Customer contact of the Case. Thereafter, Motorola will defer the Case to the next Standard Business Day.
 - 2.8.3. On the next Standard Business Day, Motorola will attempt to reach the Customer contact again as set forth in section 2.8.1. If all contacts on the Customer escalation table provided pursuant to 3.5.2 have been attempted, without receiving any Customer response, Motorola will close the Case. Motorola will

not be responsible for any damages of any kind arising out of or relating to the inability of Motorola to reach the Customer Contact or others on the Customer escalation table.

- 2.9. Escalate the Case per the escalation contact table provided by Customer pursuant to 3.5.2 if Customer's technician does not report site arrival, Response or Restoration within Customer requested Response times as set forth the Customer Support Plan.
- 2.10. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference in the Customer Support Plan. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Customer technician will be released.
- 2.11. Close the Case upon receiving notification from Customer indicating the Case is resolved.
- 2.12. Notify Customer of Case Status, as described in the Customer Support Plan at the following Case levels:
 - 2.12.1. Open and closed; or
 - 2.12.2. Open, assigned to Customer technician, arrival of Customer technician on site, deferred or delayed, closed.
- 2.13. Provide, when requested by Customer, the following reports, as applicable:
 - 2.13.1. Case activity reports to Customer.
 - 2.13.2. Network Monitoring Service reports for Customer System(s)
 - 2.13.3. Network Activity/Availability Reports for ASTRO 25, SmartZone/ OmniLink, and Private Data Systems only.
- 2.14. Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.

3.0 Customer Responsibilities:

- 3.1. Allow Motorola Continuous remote access to obtain System availability and performance data.
- 3.2. Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
- 3.3. Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
- 3.4. Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
- 3.5. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan, including, but not limited to:
 - 3.5.1. Case notification preferences and procedure
 - 3.5.2. Escalation contact table
 - 3.5.3. Severity Level definitions
 - 3.5.4. Site arrival preference and procedure
 - 3.5.5. Repair Verification preference and procedure
 - 3.5.6. Response and Restoration time commitments
 - 3.5.7. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.6. Provide the following information when initiating a service request:
 - 3.6.1. Assigned System ID number
 - 3.6.2. Problem description and site location
 - 3.6.3. Other pertinent information requested by Motorola to open a Case.
- 3.7. Notify the SSC when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
- 3.8. Respond to Motorola within 10 minutes of receipt of page or telephone call to accept assignment of Case. If Customer fails to contact Motorola within 10 minutes, Motorola will follow the escalation process described in section 2.8.1 above.
- 3.9. Report Restoration to Motorola upon resolution of Case within Restoration times set forth in the Customer Support Plan.
- 3.10. Report site arrival to Motorola within the Response and Restoration time commitments for all accepted cases if required in the Customer Support Plan.
- 3.11. Allow Motorola access to remove Motorola owned monitoring equipment upon cancellation of service.
- 3.12. Provide all Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.



- 3.13. Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.
- 3.14. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

Appendix 1

Connectivity Matrix

System Type	Connectivity	Responsibility
Astro 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola
MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
	Master Site
Firewall/Router	Master Site for each Zone
System Support Server	

ASTRO 25 6.0 - 6.2	<p>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Environmental Alarms, Microwave)</p>
SmartZone 4.1	<p>Zone Controllers; Database Server; Digital Interface Unit (DIU); Central Electronic Bank (CEB) Interface; AEB; FullVision Server; Air Traffic Router; System Statistics Server (Multi-Zone); Zone Statistical Server; User Configuration Server; NOVA 2000 (Interconnect); Remote RF Sites (Site Controllers Including Simulcast, Stations);</p> <p>MOSCAD Overlay (Stations-Non Trunked, Comparater, TenSr Channel Banks, Environmental Alarms, Microwave)</p>
ARC 4000	<p>Zone Controller, Network Manager Servers, User Configuration Server, Zone Database Server, FullVision Server, Air Traffic Router Server, Packet Data Router & Radio Network Gateway (IV&D), Data Collection Device, Master Site Router (Core, Gateway), Master Site Switches, Individual Site Routers, Individual Site Switches</p>
Astro LE	<p>Site Controllers; Environmental Alarms; Channel Banks</p>
SMARTNET Monitored by MOSCAD SiteSentry	<p>Site Controllers; Stations; Environmental Alarms; Channel Banks. Site Sentry is a canceled product. No new customers.</p>
Private Data	<p>Wireless Network Gateway (WNG); Radio Network Controller (RNC); Base Station</p>
Harmony (HWCS)	<p>MSO, EBTS</p>
MOTObridge	<p>SIP, OMC, Gateway Units</p>



Statement of Work

Technical Support Service

1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service: (i) does not include software upgrades that may be required for issue resolution; (ii) does not include Customer training; (iii) is only available for those system types supported and approved by Technical Support Operations and (iv) limited to Infrastructure currently supported by Motorola,

Technical Support is applicable to the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone® v2.0.3 and higher, SmartZone®/OmniLink®, E911, Private Data v2.0.3 and higher, SmartNet®, Conventional Two-Way, Wireless Broadband and Digital In-Car Video.

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

2.0 Motorola has the following responsibilities:

- 2.1. Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
 - 2.1.1. If Infrastructure is no longer supported by Motorola, Technical Support will diagnosis the System but may not be able to resolve the issue without the Customer replacing the Infrastructure.
- 2.2. Advise caller of procedure for determining any additional requirements for issue characterization, and Restoration which includes providing a known fix for issue resolution when available.
- 2.3. Attempt remote access to System for remote diagnostics, when possible.
- 2.4. Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- 2.5. Coordinate technical resolutions with agreed upon third party Vendor(s), as needed.
- 2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
- 2.9. Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

3.0 Customer has the following responsibilities:

- 3.1. Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.
 - 3.1.1. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
- 3.3. Supply on-site presence when requested by System Support Center.
- 3.4. Validate issue resolution prior to close of the Case.



- 3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
- 3.6. Remove video from Digital In-Car Video equipment prior to contacting Motorola. If Technical Support assists the Customer in removing video, the Customer acknowledges, understands and agrees that Motorola does not guarantee or warrant that it will be able to extract any captured video or that any captured video will not be damaged, lost or corrupted.
- 3.7. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 3.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

Severity Definitions Table

Severity Level	Problem Types
Severity 1 ③	Response is provided Continuously ③ Major System failure ③ 33% of System down ③ 33% of Site channels down ③ Site Environment alarms (smoke, access, temp, AC power). ③ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2 ③	Response during Standard Business Day ③ Significant System Impairment not to exceed 33% of system down ③ System problems presently being monitored ③ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3 ③	Response during Standard Business Day ③ Intermittent system issues ③ Information questions ③ Upgrades/preventative maintenance ③ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Remote Technical Support Response Times Table

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day

STATEMENT OF WORK

Pre-Tested Software Subscription (PTSS)

1.0 Definitions

Terms that are capitalized but not defined in this Statement of Work shall have the definition given to such terms in the Service Terms and Conditions, the Communications System Agreement or other applicable agreement. The following terms have the following meanings:

1.1 Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company, including but not limited to the anti-virus definitions, operating system software patches and signature files that will be pre-tested pursuant to this Statement of Work.

1.2 System: The currently shipping Motorola ASTRO 25 System Release and up to 5 releases prior, with the last eligible release starting at 7.4.

1.3 Supported Release: Pre-Tested Software Subscription Platinum is available on the currently shipping Motorola ASTRO 25 System Release and up to 5 releases prior, with the last eligible release being 7.4. If a customer is on a System Release older than 7.4 (e.g., 7.3, 7.2, 6.9, etc.), or is outside of the 5 release schedule, then they cannot purchase this service.

2.0 Description of Services

With Pre-Tested Software Subscription ("Service"), Motorola pretests the updated commercial anti virus definitions for the Microsoft Windows based boxes on a System. This Service includes Motorola obtaining Microsoft Security Updates for Windows operating system, Solaris recommended patch bundles, Red Hat Linux security patches, anti-virus definitions* and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer (OEM). Motorola will evaluate and pre-test each update on Motorola's ASTRO 25 test System components for operational impact. Motorola's verification and evaluation process for anti-virus definitions will consist of applying each update to an appropriate ASTRO 25 system release that corresponds and is consistent with supported** & fielded systems. Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each anti-virus update has to the system. Upon satisfactory completion of the assessment pertaining to anti-virus signatures, these updates will be provided on a weekly basis either automatically or through connecting to Motorola's secured extranet



connection. When anti-virus definitions classified as Category 4 (Severe, difficult to contain) and Category 5 (Very Severe, very difficult to contain) by the commercial supplier are released, Motorola will determine if a high-priority release is necessary. Operating system updates/patches will be made available to our customers electronically upon successful testing in our lab environments on a monthly basis for Microsoft patches and on a quarterly basis for all others.

NOTICE: Automatic anti-virus and IDS updates are only available through our network security monitoring offering. Motorola will perform testing only on standard configurations certified by Motorola System Integration Testing (SIT) and Motorola supplied equipment/software prior to making an update available to Customers.

* - Not all systems are provided antivirus for Microsoft and UNIX platforms. To receive full antivirus support under this service offering, the customer must have a standard ASTRO 25 system that is supported and also has implemented antivirus for UNIX.

** - Supported is defined as the current system release and the last three prior. Support beyond this model requires approval from the Customer Service Manager and the Security Services Product Manager. For extended coverage, please communicate a formal request to your account manager.

The customer will be responsible for deploying Microsoft, Oracle, Sun Microsystems, UNIX, and Linux security updates from a Motorola provided secured extranet Web site. Antivirus and IDS updates will be capable of pushed automatically to the customer ASTRO25 network only if network security monitoring is acquired by the customer. If there is a recommended configuration change that is successfully tested on the ASTRO 25 test System, Motorola will provide detailed instructions for performing the configuration change. Pre-Tested Software Subscription - Platinum does not include software for system upgrades or implementation of any recommended remediation.

INCLUSIONS: Pre-Tested Software Subscription - Platinum is available on the currently shipping Motorola ASTRO 25 System Release and up to 5 releases prior, with the last eligible release being 7.4. If a customer is on a System Release older than 7.4 (e.g., 7.3, 7.2, 6.9, etc.), then they cannot purchase this service.

EXCLUSIONS: Systems that have non-standard configurations that have not been certified by Motorola SIT are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions not purchased through Motorola. NICE Recorder, certain consoles, MARVILS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. The scope of service coverage is defined by Motorola Services and is subject to change based on OEM support lifecycles. The terms and conditions of this Statement of Work are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

3.0 Motorola has the following responsibilities:

3.1 Obtain anti-virus definitions for the Microsoft Windows platform, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft Security Updates for Windows Operating system, Solaris operating system recommended patch bundles, and Red Hat Linux security patches from Motorola selected commercial suppliers.

3.2 Evaluate anti-virus definitions classified as Category 4 and 5 by Motorola selected commercial supplier to determine if a high-priority release is required. Motorola in its discretion will determine the urgency of the update based on the impact to the System.

3.3 Identify and document latest System vulnerabilities and compliance issues discovered during quarterly vulnerability scan performed in Section 3.4.

3.6 Investigate new vulnerabilities and compliance issues that are identified in Sections 3.3 and 3.5 to determine a recommended response. Recommended response may include, but is not limited to, not applicable to ASTRO 25 System, deploy security software updates; deploy operating system security updates or patches; implement configuration changes; upgrade to current ASTRO 25 System Release (actual upgrade expense not included in this service offering); or recommending a compensating control.

3.7 Pre-test recommended remediation when applicable and make documentation and/or software updates available to Customer electronically.

3.8 Provide documented response with recommended remediation when applicable for all new vulnerabilities quarterly or at Motorola's discretion to Customer electronically.

3.9 Test anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches by deploying them on a dedicated ASTRO 25 test System with the standard supported configurations, which include Motorola's then current approved cohabitated applications.

3.10 Confirm that tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality on dedicated test System within the standard supported configurations.

3.11 Address issues identified during testing to support functionality under the procedures specified in 3.10 above by working with Motorola selected commercial supplier or Motorola product development engineering team.

3.12 Release pre-tested anti-virus definitions and intrusion detection sensor signatures for Motorola supplied IDS electronically on a weekly basis upon successful completion of the weekly test cycle to be completed one week after release by commercial supplier unless an issue is detected or within 36 hours from Motorola selected commercial supplier's Category 4 & 5 certified virus definitions being available or at Motorola's discretion if determined by Motorola to be a high-priority release. Release may include the anti-virus definition file, intrusion detection sensor signatures, updated configuration files, instructions and other information deemed pertinent by Motorola.

3.13 Release Microsoft, Solaris and Red Hat Linux operating system security patches/updates when they are certified and available with instructions for obtaining patch/update for Customer deployment on the Customer system. Microsoft operating system security updates will be released monthly as available from Motorola selected commercial supplier upon successful completion of monthly test cycle. Solaris and Red Hat Linux operating system security patches will be released quarterly upon successful completion of quarterly test cycle or at Motorola's discretion.

3.14 Notify Customer when the latest release is available with instructions on where to obtain latest release.

3.15 Provide technical assistance if there is an issue with the installation of an update.

3.16 Maintain annual Customer subscriptions for anti-virus definitions and intrusion detection sensor signatures, with Motorola selected commercial supplier.

4.0 Customer has the following responsibilities:

4.1 Provide means for accessing pre-tested files electronically.

4.2 Deploy pre-tested files on Customer System as instructed in the "Read Me" text provided.

4.3 Implement recommended remediation(s) on Customer System as determined necessary by Customer.

4.4 Upgrade System to a Supported System Release as necessary to continue Service.

4.5 Identify one point of contact for issues specific to Pre-Tested Software Subscription.

4.6 Cooperate with Motorola and perform all acts that are reasonable and/or necessary to enable Motorola to electronically provide Pre-Tested Software Subscription Platinum to Customer.



4.7 Comply with the terms of the applicable license agreement between Customer and the Non-Motorola Software copyright owner.

4.8 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause Customer and Motorola unnecessary or overly burdensome remediation efforts that may result in a service fee to Customer.

5.0 WARRANTIES AND DISCLAIMER:

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service. Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service.

During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the recommended remediation action the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRE-TESTED ANTI-VIRUS DEFINITIONS, DATABASE SECURITY UPDATES, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.

INSURANCE REQUIREMENTS

1.0 General Provisions

- 1.1 The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. 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 obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2 Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.
- 1.3 The Contractor agrees that the insurance requirements specified in this section do not reduce the liability Contractor has assumed in any indemnification/hold harmless section of this contract.
- 1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5 Insurance coverage required by this section shall:
- 1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City
 - 1.5.2 Be with an insurer possessing an A-VII. A. M. Best Rating
- 1.6 **Subcontractor Insurance.** If the contractor utilizes the services of another company or subcontractor, affiliate or non-affiliate, in order to fulfill the requirements covered under this Agreement, then those other companies or subcontractors must comply with the insurance provisions within this Agreement.

2.0 Minimum Insurance Coverage & Limits

2.1 Commercial General Liability. Contractor shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.

2.1.1 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.1.2 City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability using **ISO additional insured endorsement CG 20 10 and CG 20 37** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Contractor.

2.1.3 Limits of Insurance

- 2.1.3.1 \$1,000,000 Per Occurrence
- 2.1.3.2 \$1,000,000 Personal/Advertising Injury
- 2.1.3.3 \$2,000,000 General Aggregate
- 2.1.3.4 \$2,000,000 Products/Completed Operations Aggregate

3.0 Evidence of Insurance

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, including for subcontractors cited in Section 1.6, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

- 3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.
- 3.5 The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:
 - 3.5.1 List each insurers' NAIC Number or FEIN
 - 3.5.2 List **contract number, project name**/number, name of event, location (building name, building address, etc.), date(s) of event or service being performed
 - 3.5.3 State insurance is on a primary basis and non-contributory with any insurance/or self-insurance carried by City
 - 3.5.4 Specifically list reference to all endorsements required herein
 - 3.5.5 List the specific number of days cancellation provided pursuant to policy language for notice of cancellation on certificate
 - 3.5.6 List City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section



MEMORANDUM OF INSURANCE

PRODUCER

AON RISK SERVICES CENTRAL, INC.
 AON CENTER
 200 EAST RANDOLPH STREET
 CHICAGO, ILLINOIS 60601

D/B/A Aon Risk Insurance Services of Illinois. CA License #0095623

THIS MEMORANDUM IS A MATTER OF INFORMATION ONLY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A LIBERTY MUTUAL FIRE INSURANCE COMPANY

COMPANY B LIBERTY INSURANCE CORPORATION

COMPANY C

COMPANY D

INSURED

MOTOROLA SOLUTIONS, INC. AND ITS
 SUBSIDIARIES
 1303 EAST ALGONGUIN ROAD
 SCHAUMBURG, IL 60196

COVERAGES

THIS IS TO CERTIFY THAT 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, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

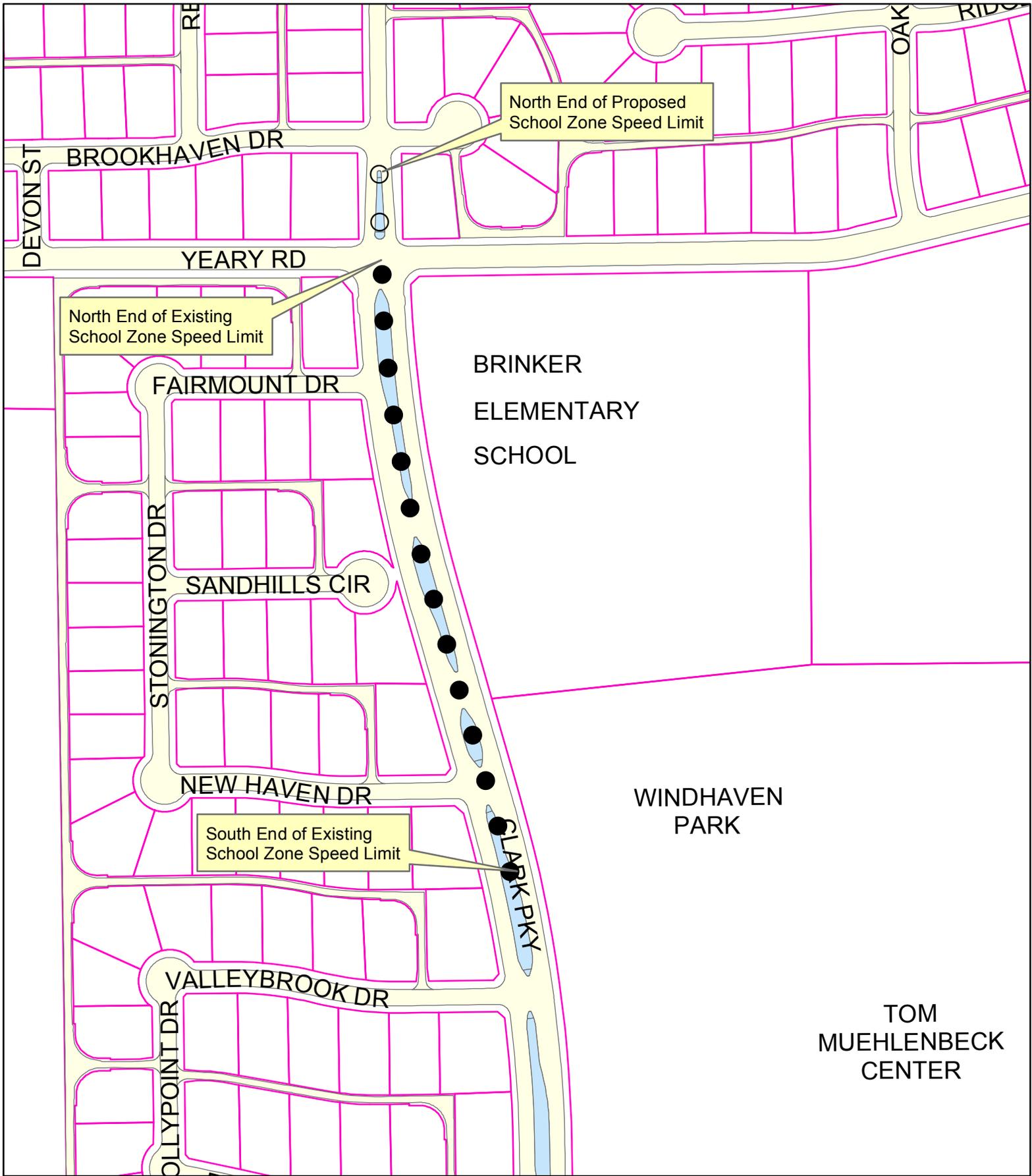
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY -Commercial General Liability -Occurrence	TB2-641-005169-072	7/01/2012	7/01/2013	GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	Included
					PERSONAL & ADV INJURY	\$1,000,000
					EACH OCCURENCE	\$1,000,000
					FIRE DAMAGE (any one fire)	\$250,000
					MED EXP (any one person)	\$10,000
A	AUTOMOBILE LIABILITY -Any Auto	AS2-641-005169-012 (Domestic Auto- All Sates)	7/01/2012	7/01/2013	COMBINED SINGLE LIMIT	\$1,000,000
					BODILY INJURY (per accident)	
					BODILY INJURY (per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY				AUTO ONLY (each accident)	
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
	EXCESS LIABILITY				EACH OCCURENCE	
					AGGREGATE	
B	WORKERS COMP & EMPLOYER'S LIABILITY	WA7-64D-005169-082 (Deductible) WC7-641-005169-092 (Retro)	7/01/2012	7/01/2013	<input checked="" type="checkbox"/> WC Statutory limits	
B					EL EACH ACCIDENT	\$1,000,000
					EL DISEASE-POLICY LIMIT	\$1,000,000
					EL DISEASE - EA EMPLOYEE	\$1,000,000
	OTHER					

FOR INFORMATIONAL PURPOSES ONLY

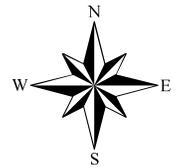


CITY OF PLANO COUNCIL AGENDA ITEM

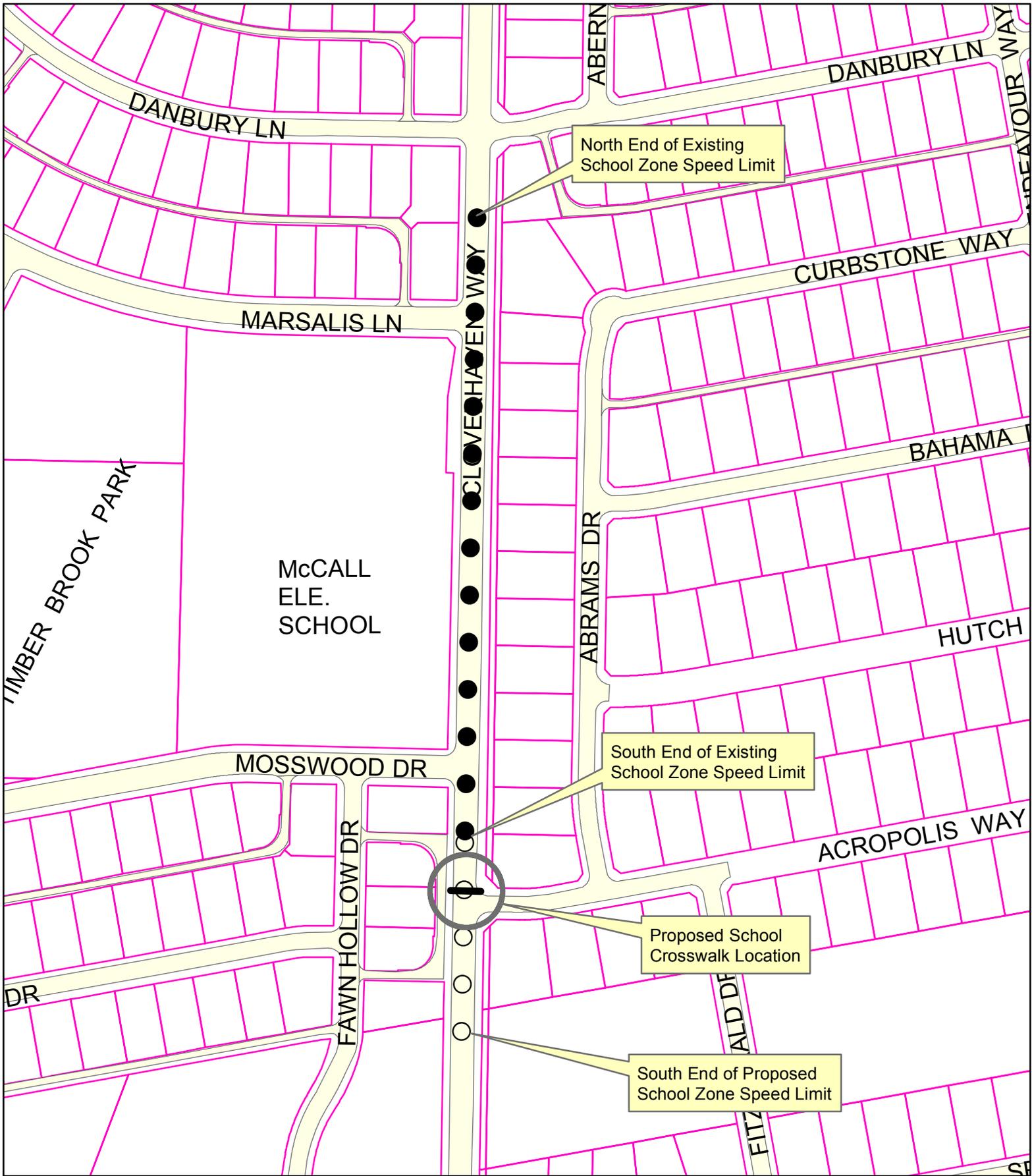
CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		8/13/2012			
Department:	Public Works				
Department Head	Gerald Cosgrove				
Agenda Coordinator (include phone #): Kathleen Schonke X-7198					
CAPTION					
<p>An Ordinance of the City of Plano, Texas, amending Section 12-73(d) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to revise the end points for the school zone on Clark Parkway, to revise the end points for the school zone on Cloverhaven Way, and to revise the end points and effective times for the school zone on Maumelle Drive; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	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): GENERAL FUND					
COMMENTS: Any revenue received is undeterminable at this time.					
STRATEGIC PLAN GOAL: Amending the Code of Ordinances relates to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
<p>The north end of the school zone on Clark Parkway is currently codified at Yeary Road. The signs for the school zone are located north of the Yeary Road intersection, creating an area that appears to be within the school zone, but is not. Staff proposes relocating the north end of the school zone to north of Yeary Road so that the entire intersection and its approaches are part of the school zone. Transportation Engineering Division (TED) staff have been monitoring the school crossings on Cloverhaven Way anticipating the need for an additional crossing when residential development east of Cloverhaven Way occurs. That development is now occurring. Based on the walking patterns of students, staff is installing a school crossing across Coverhaven Way at the Acropolis Way intersection and proposes extending the existing school zone on Cloverhaven Way to a point 200 feet south of the Acropolis Way intersection. The Principal at Schimelpfenig Middle School requested a review of the school zone on Maumelle Drive adjacent to the school. The current school zone effective times cover both elementary school and middle school times. Based on the review, staff proposes splitting the school zone into two new school zones at the eastern border of the middle school. The western school zone would have effective times for middle school operations only and the eastern school zone would have effective times for both elementary and middle school operations. A draft ordinance is attached for City Council consideration. The TED recommends adoption of this ordinance.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies:		
Ordinance			N/A		
Location Maps					



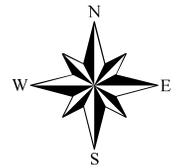
Clark Parkway
School Zone Modification



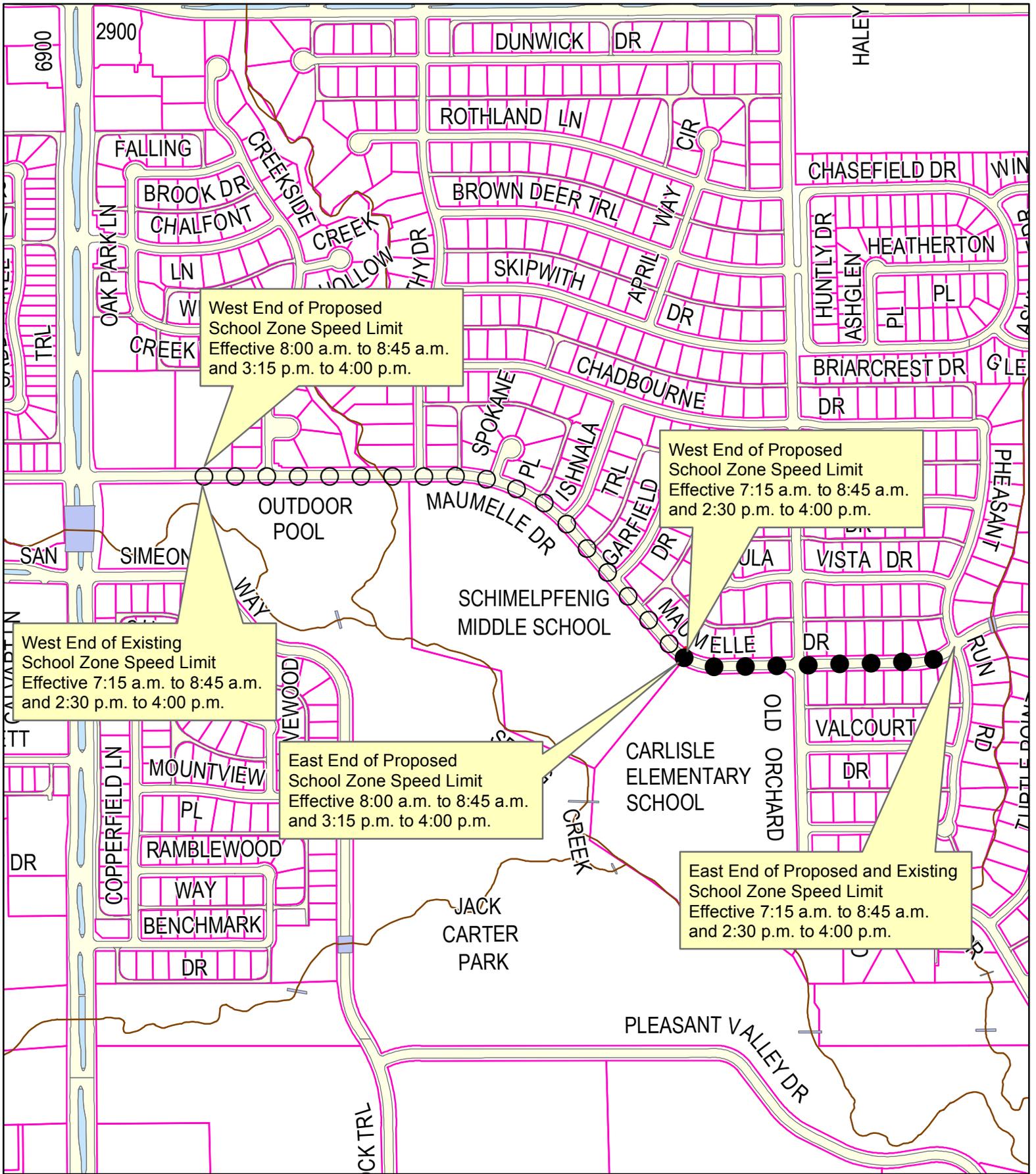
Transportation Engineering Division



Cloverhaven Way
School Zone Modification



Transportation Engineering Division



**Maumelle Drive
School Zone Modifications**



Transportation Engineering Division

An Ordinance of the City of Plano, Texas, amending Section 12-73(d) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to revise the end points for the school zone on Clark Parkway, to revise the end points for the school zone on Cloverhaven Way, and to revise the end points and effective times for the school zone on Maumelle Drive; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, the primary purpose of school zone speed limits is to reduce the speed of travel on roadways at school crosswalks in order to reduce the potential for catastrophic pedestrian – vehicle collisions; and

WHEREAS, there is ambiguity as to where the end of the school zone speed limit is on Clark Parkway at Yeary Road; and

WHEREAS, that ambiguity can be resolved by relocating the end of the school zone 120 feet to the north; and

WHEREAS, recent residential development on the east side of Cloverhaven Way has resulted in the need for an additional school crosswalk across Cloverhaven Way south of the McCall Elementary School property; and

WHEREAS, the proposed location of the school crosswalk lies south of the existing school zone, thereby creating a need to extend the existing school zone to the south to include the proposed school crosswalk; and

WHEREAS, the school zone on Maumelle Drive is approximately 3,300 feet long; and

WHEREAS, the eastern 1,080 feet of the school zone serves both Schimelpfenig Middle School and Carlisle Elementary School; and

WHEREAS, the western 2,220 feet of the school zone serves only Schimelpfenig Middle School; and

WHEREAS, lengthy school zones and lengthy school zone effective times both contribute to increased infractions by motorists; and

WHEREAS, the efficacy of the school zone speed limit on Maumelle Drive may be improved by dividing the school zone into parts addressing usage by middle school students and usage by middle school and elementary school students; and

WHEREAS, the City Council of the City of Plano finds it is necessary and is in the best interest of the City and its citizens to revise the limits of the school zones on Clark Parkway and Cloverhaven Way, and the limits and effective times of the school zone on Maumelle Drive.

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

Section I. Section 12-73(d) of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances is hereby amended by the repeal of the following Subsections:

“Clark Parkway:

(1) Between Yearly Road and a point one hundred twenty-five (125) feet south of New Haven Drive on school days between 7:15 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:00 p.m. (P)”

“Cloverhaven Way:

(1) Between a point one hundred twenty-five (125) feet south of Danbury Lane and a point one hundred (100) feet south of Mosswood Drive on school days between 7:15 a.m. and 8:15 a.m. and between 2:30 p.m. and 3:15 p.m. (P)”

“Maumelle Drive:

(1) Between Pheasant Run Road and a point four hundred fifty (450) feet east of Independence Parkway on school days between 7:15 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:00 p.m. (P)”

Section II. Section 12-73(d) of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances is hereby amended by the addition of the following Subsections to read as follows:

“Clark Parkway:

(1) Between a point one hundred twenty (120) feet north of Yearly Road and a point one hundred twenty-five (125) feet south of New Haven Drive on school days between 7:15 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:00 p.m. (P)”

“Cloverhaven Way:

(1) Between a point one hundred twenty-five (125) feet south of Danbury Lane and a point two hundred (200) feet south of Acropolis Way on school days between 7:15 a.m. and 8:15 a.m. and between 2:30 p.m. and 3:15 p.m. (P)”

“Maumelle Drive:

(1) Between Pheasant Run Road and a point four hundred fifty (450) feet west of Old Orchard Drive on school days between 7:15 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:00 p.m. (P);

(2) Between a point four hundred fifty (450) feet west of Old Orchard Drive 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 3:15 p.m. and 4:00 p.m. (P)”

Section III. The Traffic Engineer of Plano is hereby authorized to cause to be erected appropriate signs indicating such speed zone.

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, except that an Ordinance of the City establishing a school zone and speed limit therefore within the zones changed herein, shall not be repealed but shall prevail over this Ordinance. All other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and full effect.

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

Section VI. Any violation of the provisions or terms of this ordinance by any person, firm, or corporation shall be a misdemeanor offense and 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 effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this Ordinance.

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

DULY PASSED AND APPROVED this 13th day of August, 2012.

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:		8/13/12		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): J. Weedon x 7146				
CAPTION				
DISCUSSION OF THE FY 2012-13 PROPOSED COMMUNITY INVESTMENT PROGRAM.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	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): CAPITAL PROJECT FUNDS				
COMMENTS:				
SUMMARY OF ITEM				
Presentation by staff on the various projects included in the FY 2012-13 Proposed Community Investment Program.				
List of Supporting Documents: Agenda, P&Z Letter and Presentation		Other Departments, Boards, Commissions or Agencies		

City Council CIP Worksession
On the 2012-13 Proposed Community Investment Program

Council Chambers, Plano Municipal Center
1520 Ave K, Plano, Texas
Monday, August 13, 2012, 7:00 p.m.

A. Capital Improvement Program	Presenter
1. Overview	Glasscock
2. Parks	Fortenberry
A. Recreation Centers Bond Program	
B. Park Improvements Bond Program	
C. Park Fee Program	
D. Parks Capital Reserve	
3. Streets	Cosgrove
A. Street Improvements	
4. Municipal Drainage	Cosgrove
5. Water & Sewer	Cosgrove
A. Water Improvements	
B. Sewer Improvements	
6. Capital Reserve	
A. Public Works	Cosgrove
B. Facilities	Razinha
7. Municipal Facilities	Razinha



August 6, 2012

Honorable Mayor and City Council
City of Plano
PO Box 860358
Plano TX 75086-0358

RE: Review of Community Investment Program for Consistency with the
Comprehensive Plan

Dear Mayor Dyer and Council Members:

The Planning & Zoning Commission reviewed the proposed Community Investment Program (CIP) items for the 2012-2013 budget year. The Commission found the CIP to be consistent with the Comprehensive Plan's recommendations for growth management, and facility and infrastructure maintenance. The program also addresses present trends in development and population growth.

The Commission appreciates the opportunity to review the CIP and to present our comments.

Sincerely,



Christopher Caso
Chairman
Planning & Zoning Commission

xc: Planning & Zoning Commission
Gerald Cosgrove, P.E., Director of Public Works
Phyllis M. Jarrell, Director of Planning

City of Plano

- ◆ Proposed
- ◆ Community Investment Program
- ◆ FY 2012-13

1

Parks and Recreation Funding

- ◆ Recreation Centers Bond Program \$650,000
- ◆ Park Improvements Bond Program \$8,700,000
- ◆ Park Fee Program \$125,000
- ◆ Parks Capital Reserve Fund \$6,455,000

4

Parks and Recreation

Proposed
Community Investment
Program
FY 2012-13

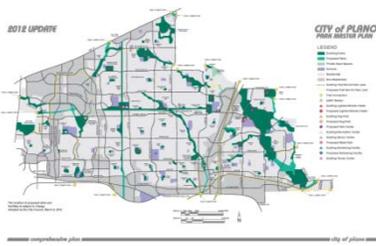
2

Recreation Center Projects

- ◆ Douglass Community Center \$50,000
- ◆ Oak Point Recreation Center \$600,000
- Total \$650,000**

5

Park Master Plan



3

Douglass Community Center \$50,000



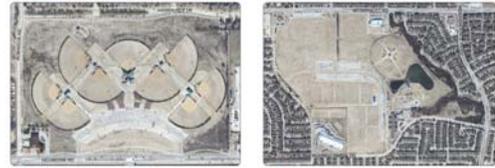
6

Oak Point Recreation Center \$600,000



7

09 Athletic Field Improvements \$900,000



10

Park Improvement Projects

- ◆ 09 Athletic Field Improvements \$900,000
- ◆ 09 Athletic Fields Renovations \$700,000
- ◆ 09 Land Acquisitions \$2,750,000
- ◆ 09 Maintenance Facility Expansion \$100,000
- ◆ 09 Oak Point Park \$3,000,000

8

09 Athletic Field Renovations \$700,000



11

Park Improvement Projects

- ◆ 09 Trail Connections \$300,000
- ◆ 09 White Rock Creek CPS \$300,000
- ◆ PISD Tennis Court Lights \$500,000
- ◆ Special Use Facilities \$150,000
- ◆ **Total \$8,700,000**

9

09 Land Acquisitions \$2,750,000



12

09 Maintenance Facility Expansion \$100,000



Jack Carter Maintenance Shop & Yard

13

09 White Rock Creek Community Park Site \$300,000



16

09 Oak Point Park & Nature Preserve \$3,000,000



14

PISD Tennis Court Lights \$500,000



Plano West Senior High School Tennis Courts



Plano East Senior High School Tennis Courts

17

09 Trail Connections \$300,000



Southeast Trail

15

Special Use Facilities \$150,000



18

Park Fee Projects

- ◆ Southeast Trail \$125,000
- Total \$125,000**

19

Capital Reserve Fund

- ◆ Plano Centre Enhancements \$2,500,000
- ◆ Playground Replacements \$500,000
- ◆ Pool Equipment \$125,000
- ◆ Public Building Landscapes \$180,000
- ◆ Recreation Center Equipment \$100,000

22

Capital Reserve Fund

- ◆ Athletic Field Renovations \$950,000
- ◆ Double Check Replacements \$50,000
- ◆ High Point Tennis Center \$175,000
- ◆ Irrigation Renovations \$600,000
- ◆ Living Screen Replacements \$120,000

20

Capital Reserve Fund

- ◆ Trail Repairs \$400,000
- ◆ Total \$6,455,000**

23

Capital Reserve Fund

- ◆ Median Renovations \$25,000
- ◆ Neighborhood Park Renovations \$75,000
- ◆ Park Shelter Replacements \$150,000
- ◆ Park Signage Replacements \$30,000
- ◆ Park Structures and Equipment \$475,000

21

Public Works

Proposed
Community Investment
Program
FY 2011-12

24

Street Improvements

◆ Rehabilitation Projects	\$11,281,000
◆ Design Projects	1,828,000
◆ Capacity Improvements	16,803,000
◆ Miscellaneous	<u>4,670,000</u>
◆ Total	\$34,582,000

25

Street Improvements

◆ Design Projects	\$1,828,000
<ul style="list-style-type: none"> ■ Dallas North Estates #3 ■ Parker Road Corridor Improvements ■ Alley Reconstruction ■ Royal Oaks Drive ■ Intersection Improvements 	

28

Street Improvements

◆ Rehabilitation Projects	\$11,281,000
<ul style="list-style-type: none"> ■ Alley Reconstruction ■ 15th Street – G Avenue to US 75 ■ Canyon Valley – Silverstone to Parker ■ Screening Wall ■ Split Trail Road. ■ Coit at 15th & Custer at Plano Parkway ■ Plano Park 1 Subdivision 	

26

Street Improvements

◆ Capacity Improvement	\$16,803,000
<ul style="list-style-type: none"> ■ Independence Parkway Corridor Improvements ■ Intersection Improvements & DNT Ramp Changes ■ Park Boulevard Corridor Improvements ■ Preston Road Corridor Improvements ■ Spring Creek Parkway Corridor Improvements ■ Legacy Corridor Improvements 	

29

Street Improvements

◆ Rehabilitation Projects - continued	
<ul style="list-style-type: none"> ■ Ridgewood Street Reconstruction ■ Brookview Drive – Trailridge to Rigsbee ■ Barrier Free Ramp, Sidewalk and Street Reconstruction 	

27

Street Improvements

◆ Miscellaneous	\$4,670,000
<ul style="list-style-type: none"> ■ Median and Entryway Landscaping ■ Oversize Participation ■ Traffic Signalization & Street Lighting ■ Bridge Inspection & Repair ■ Right of Way Acquisition ■ New Concrete Alleys ■ Park Boulevard/US 75 Pedestrian Crossing ■ Mapleshade – Bush Turnpike to Silverglen 	

30

Other Funding Sources \$19,753,000

◆ Collin County	\$11,811,000
◆ East Side TIF II	1,000,000
◆ NCTCOG	1,018,000
◆ RTR Funds	\$5,924,000

31

Sewer Improvements \$6,712,000

- ◆ 15th Street – G Avenue to US 75
- ◆ Aerial Crossings
- ◆ Infrastructure Renovation
- ◆ Sewer Erosion Control
- ◆ Redevelopment Capacity
- ◆ J Place Lift Station

34

Municipal Drainage \$3,469,000

- ◆ Erosion Control
 - Padre Court, Dunmoor, and Buckboard
 - London and Creekside
- ◆ Miscellaneous Drainage Improvements
 - Ashington, Rose Hill & Early Morn
 - Briarwood, Liverpool & Stoney Point
 - Spring Creek Pkwy, Ranch Estates & Los Rios

32

Capital Reserve Projects FY 2012-13

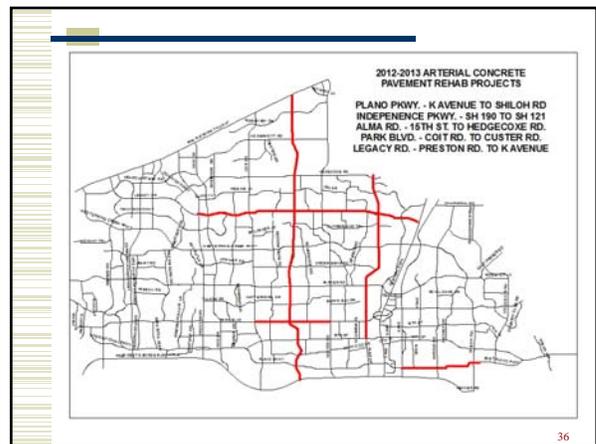
Arterial Concrete Repairs	\$3,000,000
Residential Street/Alley Repairs	3,000,000
Pavement Maintenance	1,000,000
Screening Wall Reconstruction	350,000
Concrete Supply - Streets	150,000
Sidewalk Repairs Pump Station Rehabilitation	250,000
Underseal Program	2,000,000
Street Name and Retro-Reflectivity	150,000
Pavement Joint & Crack Sealing	200,000
Pump Station Rehabilitation	450,000
Total	\$10,550,000

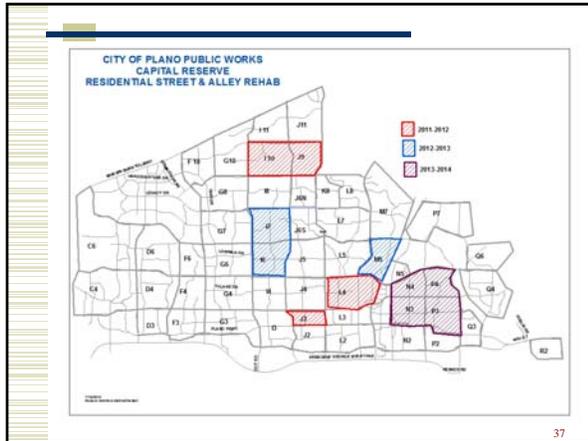
35

Water Improvements \$6,823,000

- ◆ Monitoring / Controls at Ridgeview
- ◆ Ridgeview Ground Storage Tanks
- ◆ Ridgewood Water Rehabilitation
- ◆ Wentworth & Tennyson Elevated Tank Repaint
- ◆ Water Infrastructure Renovation
- ◆ Spring Creek Corridor Water Line

33





Facilities Capital Reserve \$2,671,000

- ◆ Energy Reduction
- ◆ Various Building Projects
 - Oak Point Rec. Center (HVAC, ext. waterproofing, paint)
 - Parr Library (Carpet)
 - Municipal Center (Carpet, vote tally)
 - Senior Center (HVAC, fans)
 - Police, Justice (Carpet, paint)

40

Retro-Reflectivity Program - \$150,000

\$40,000 for current ongoing Street Name Sign Replacement Program, and \$110,000 for Traffic Sign Retro-Reflectivity (both are Federally Mandated - Funding through CRF)

- Three Compliance Dates
 - 2012 – Sign Assessment and Management Method Designed to Maintain Traffic Sign Retro-Reflectivity using Super Engineering Grade Type II or a Higher Grade Sheeting
 - 2015 – Complied with Changing out all Regulatory, Warning, and Ground Mounted Signs with Super Engineering Grade Type II or a Higher Grade Sheeting
 - 2018 – Complied with Changing out all Overhead and Street Name Signs with Super Engineering Grade Type II or a Higher Grade Sheeting

38

Facility Projects \$17,227,900

CIP Facilities:

- ◆ Fire Stations #2, #6 and #7 renovations
- ◆ Plano Centre Expansion
- ◆ Library Improvements

41

Public Works Other Community Investment Projects FY 2012-13

Barrier Free Accessibility	\$ 100,000
Traffic Signalization	500,000
Large Water Valve Replacement	30,000
Inflow-Infiltration Repairs (Service Contract)	2,000,000
Manhole Sealing	300,000
Inflow-Infiltration Program	200,000
Total	\$3,130,000

39



**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:		8/13/12		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Anita Bell, 7194				
CAPTION				
A Public Hearing on the FY 2012-13 Recommended Budget and the FY 2012-13 Proposed Community Investment Program (CIP).				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	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): NA				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: A Public Hearing on the Recommended Budget and Proposed CIP relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This is a required Public Hearing to consider the FY 2012-13 Recommended Budget and the FY 2012-13 Proposed Community Investment Program (CIP).				
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:		8/13/12		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Anita Bell, 7194				
CAPTION				
A vote on a proposal to consider an increase in the total tax revenue.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	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	125,313,709	125,313,709
BALANCE	0	0	125,313,709	125,313,709
FUND(S): GENERAL FUND, GENERAL OBLIGATION DEBT FUND, & TIF				
<p>COMMENTS: The 2012-13 Certified Appraisal Roll will generate revenues of approximately \$125,313,709, at the proposed rate of 48.86 cents per \$100 of assessed property value. This amount has been included in the 2012-13 Recommended Budget.</p> <p>STRATEGIC PLAN GOAL: Approving the increase in tax revenues relates to the City's goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
If the Council intends to propose a tax rate that will increase tax revenue over the effective tax rate, then it must take a vote for the record regarding each council member's position on the proposal.				
List of Supporting Documents: Truth in Taxation Presentation			Other Departments, Boards, Commissions or Agencies	

*Vote on Proposal to Consider an Increase
in the Total Tax Revenue*

*Monday, August 13, 2012
7:00 p.m.*

Truth-In-Taxation Law

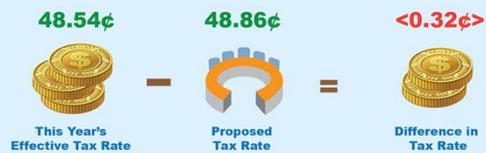
- If a proposed tax rate exceeds the rollback or the effective tax rate, whichever is lower, the taxing unit's governing body, must vote to place a proposal on the agenda of a future meeting as an action item.
- The vote must be recorded.
- Proposal must specify a tax rate – Cannot go above the rate voted on by Council.
- Debt rate is set at 16.94 cents and cannot be changed
- Proposed Tax Rate is 48.86 cents

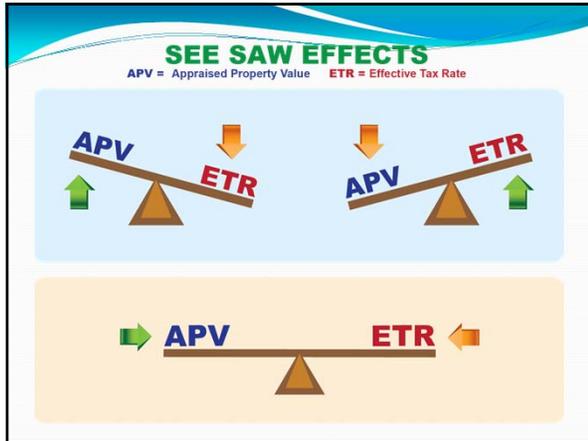
Tax Rate Calculations

Effective Tax Rate
Rollback Tax Rate

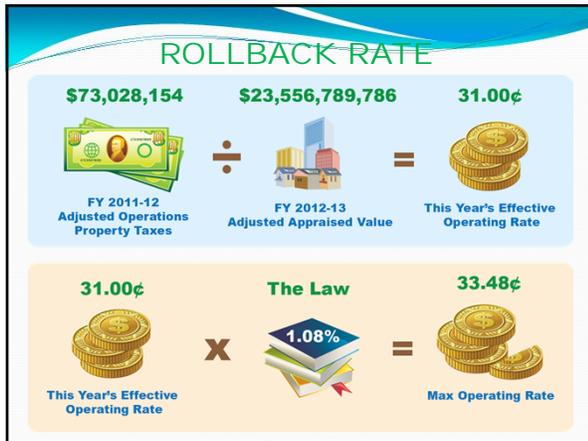
*The **Effective Tax Rate** is basically the tax rate you would pass to collect the same tax revenue as last year (FY 2011-12) using this year's (FY 2012-13) appraised values*

EFFECTIVE TAX RATE





The **Rollback Rate** allows a taxing unit to raise the same amount for operations as in the prior year plus provides for an additional 8% cushion.



KEY DATES ON THE TAX BUDGET CALENDAR FISCAL YEAR 2012-13

- August 18** City Council Budget Worksession
- August 27** 1st Public Hearing on tax rate (Required)
- Sept. 5** 2nd Public Hearing on tax rate (Required)
- Sept. 10** Council adopts operating budget and CIP, and sets tax rate.
- October 1** New fiscal year begins.

QUESTIONS

Director of Budget & Research - Karen Rhodes-Whitley
972-941-7472
karenr@plano.gov

Budget Manager – Casey Srader
972-941-5152
caseys@plano.gov



**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:		August 13, 2012		
Department:		Planning		
Department Head		Phyllis M. Jarrell		
Agenda Coordinator (include phone #): T. Stuckey, ext 7156				
CAPTION				
Consideration of an Appeal of the Heritage Commission's Denial of a Certificate of Appropriateness to reinstall a non-permanent retractable cover on the roof top patio located at 1006 E. 15th Street. Zoned Downtown Business/Government (BG); Heritage Resource #26 Designation (H-26). Applicant: Blackgold Partners/Nathan & Bonnie Shea				
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				
At its July 24, 2012 meeting, the Heritage Commission denied the Certificate of Appropriateness request, by a vote of 6-0, stating the applicant did not comply with the directions offered by the Commission at their previous meeting on June 26, 2012. A simple majority vote, or 5 of the 8 City Council members, is required for approval of the request.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Letter of Appeal from Applicant			Heritage Commission	
Heritage Commission Follow-up Memo				
Staff Report				

BLACK GOLD PARTNERS, LLC

1006 E. 15TH STREET
PLANO, TX 75074
(214) 577-0446

RECEIVED
JUL 26 2012
PLANNING DEPT.

July 26, 2012

Bhavesh Mittal
Heritage Preservation Officer
City of Plano - Planning Department
1520 K. Avenue, Suite 250
Plano, TX 75074

Dear Mr. Mittal,

Please be advised that we are requesting to appeal to City Council the Heritage Commission's decision to deny our request for a certificate of appropriateness (CA) to re-install a non-permanent retractable cover on the rooftop patio at 1006 E. 15th Street in Downtown Plano.

Let me know if you have any questions.

Sincerely,



Nathan A. Shea
President, Black Gold Partners, LLC
Owner, Urban Crust, LLC

DATE: July 27, 2012
TO: Applicants with Items before the Heritage Commission
FROM: Chairman Anne Quaintance-Howard *AQH*
SUBJECT: Results of Heritage Commission Meeting of July 24, 2012

AGENDA ITEM NO. 5
CERTIFICATE OF APPROPRIATENESS: 1006 E. 15TH STREET
APPLICANT: BLACKGOLD PARTNERS/NATHAN & BONNIE SHEA

Request for a Certificate of Appropriateness (CA) to reinstall a non-permanent retractable cover on the roof top patio.

APPROVED: _____ **DENIED:** 6-0 **TABLED:** _____

STIPULATIONS:

The Heritage Commission denied the CA request stating the applicant did not comply with the directions offered by the Commission at the previous meeting on June 26, 2012.

The Commission provided the applicant with the following direction to consider:

- Stay close to the outline, scale and massing of the previous approved awning;
- Delete the faux brick decal on the panel and consider a more clear or transparent panel;
- Reduce the overall height of the structure;
- Reduce the massing by:
 - a. Eliminating center posts, if possible (structurally); and
 - b. Reducing the height of the 2'-0" panel
- Make the structure appear more temporary and less visible.

xc: Bonnie and Nathan Shea

CITY OF PLANO
HERITAGE COMMISSION

July 24, 2012

Agenda Item No. 5

Certificate of Appropriateness: 1006 E. 15th Street

Applicant: Blackgold Partners/Nathan & Bonnie Shea

REQUEST:

Request for a Certificate of Appropriateness (CA) to reinstall a non-permanent retractable cover on the roof top patio.

GENERAL INFORMATION:

Location: 1006 E. 15th Street (South side of 15th Street between J Avenue and K Avenue)

Zoning: Downtown Business/Government (BG); Heritage Resource #26 Designation (H-26)

Resource Type: Downtown Plano Heritage District

CASE HISTORY:

Date	Description
Mar 2005	CA approved to remove the false stucco mansard on the front facade, clean the brick beneath, and repaint where needed.
Aug 2007	CA approved to restore the historic front facade; repair the chimney, and remove the stucco partition.
Oct 2007	CA approved to demo the rear facade and construct a rear three-story addition.
Aug 2008	CA approved for modifications to the rear addition; approved signage location and size.
Apr 2009	CA approved to add a hanging sign and amend previously approved wall sign location and style.
Jun 2009	CA staff approved to install copper downspouts on front facade.
Mar 2010	CA approved to install a non-permanent retractable cover for weather purposes for roof top patio.

BACKGROUND:

Building:	Commercial
Architectural Style:	Late 19th - Early 20th Century Vernacular Commercial
Date of Construction:	Circa 1889
Historic Use:	Commercial - Harness and Barber shops
Current Use:	Commercial - Restaurant

Case History

This item was tabled at the Heritage Commission's meeting on June 26, 2012, and needs to be removed from the table for consideration.

The applicant installed a retractable solar shade over the existing roof top patio which was approved by the Heritage Commission on March 23, 2010 (see attachment). The original request was approved by the Commission for several reasons. It was not a permanent structure and could clearly be identified as a new feature in accordance with the Secretary of the Interior Standards. The installation of the original solar shade structure would not harm the building or have an adverse effect on the historic character of the building or the district. Finally, the approved shade structure request was consistent with what other cities have done on the rooftops of their historic downtown buildings.

In early 2012, a member of the Heritage Commission noticed the installed solar shade had holes and asked staff to investigate. Staff inspected the solar shade and concurred with the commissioner that the shade had holes and was in need of repair and or replacement and contacted the property owner to discuss the issue. The property owner was aware of the problem and had plans to address the situation.

Staff inspection of the property located at 1006 E. 15th Street in June 2012 revealed construction was underway for a new shade structure. The new construction did not match the previously approved plans to install a solar shade structure. The applicant was notified that the new proposal required review and approval from the Heritage Commission before it could be installed.

Proposal for New Shade Structure

The applicant is requesting approval to reinstall a non-permanent retractable cover over the existing roof top patio. The cover, as originally proposed, will consist of aluminum frame posts with powder coated exterior to prevent rust and panels which will extend downward from the top of the frame along the sides and front of the structure. A 3M film with laser image of bricks matching the existing building will be applied over the 22 caliber aluminum panels. The proposed awning is a three layer clefy blackout material with radiant barrier and fire retardant-stencil strength. The sides and front of the awning will be clear vinyl with an 8" ferrier fabric border. The entire structure will be 7'-8" high from the top of the existing parapet wall at the front.

The applicant has indicated, that the new cover will be easier to disassemble and remove than the original cover approved by the Commission as it would take five hours to remove and assemble as compared to ten hours with the prior design. The new

cover is manufactured by Corradi USA, the same company who made the first cover. The new shade system has an integrated gutter system to help improve rooftop drainage. The original cover dropped water into the street.

PREVIOUS COMMISSION ACTION:

June 26, 2012 meeting:

Staff findings and analysis: The applicant has removed a previously approved non-permanent retractable cover and started to install a new retractable solar shade system over the existing roof top patio without a Certificate of Appropriateness. The previous non-permanent retractable cover was approved by the Commission with a stipulation that the applicant will get necessary permits from the Building Inspections Department. On checking with the Building Inspections Department, staff was informed that the applicant did not get the required permits for both, the previously approved structure and the new proposed structure.

The staff believes that the proposed structure is more permanent looking than the previously approved non-permanent shade system. The overall height, massing, roof form and materials make the structure look like a vertical addition which will be highly visible from 15th Street and portions of K Avenue.

The use of aluminum panels and digitally printed brick looking film would be inappropriate and incompatible materials for such kind of non-permanent structures. The use of such materials would alter the buildings relationship to others on the street and diminish the public's ability to appreciate the original historic building materials.

In the Downtown Heritage District Guideline's section on awnings, the guidelines are directed toward storefront awnings only, not rooftop or other awning locations. The guidelines do state that vertical additions should not be visible when viewing the front of the structure from the street.

Staff recommended denial of the proposed request due to the following reasons:

1. The proposed retractable solar shade system/design looks like a permanent vertical addition for the following reasons:
 - a) The new shade structure is approximately two feet taller than previously approved non-permanent retractable cover. It is also taller than the existing roof top patio cover located behind this structure.
 - b) The proposed aluminum framework and panel (applied over the aluminum framing) size and scale is substantially more in massing as compared to previously approved simple metal framed non-permanent structure.
2. The proposed materials – Aluminum panels and 3M film with digital printed bricks (to match existing) over these panels are not compatible with the existing architectural and historic materials in Downtown Heritage District.

3. The overall height, scale and roof form makes is highly visible to a person standing on the opposite side (North) of 15th street. The proposed shade structure is not compatible with the size, scale, proportion, massing, material and character of the existing historic building and the Downtown Heritage District. Due to the above reasons, it fails to meet the following guidelines:
 - a) Section 10.1 and section 10.3 of Downtown Heritage District Design Guidelines. Please see attached Applicable Review Criteria attachment.
 - b) 'Preserve the historic character' criteria as suggested by the Secretary of the Interior in Preservation Brief No. 14. Please see attached copy of Preservation Brief 14 with Agenda Item #5 in the packet.
 - c) Section 9 from the Secretary of the Interior's Standard for Rehabilitation. Please see attached Applicable Review Criteria attachment.
4. The proposed shade structure would alter the existing roofline and massing of the group of historic buildings on 15th Street.

Commission Action: The Commission tabled the request to the July 24, 2012, meeting, to allow the applicant additional time to work with staff and consider modifications to the original submitted plans due to the proposed request being inconsistent with the design guidelines and concerns expressed regarding the permanency of the proposed awning system. The Commission provided the following directions to the applicant:

- Stay close to the outline, scale and massing of the previously approved awning;
- Delete the faux brick decal on the panel and consider a more clear or transparent panel;
- Reduce the overall height of the structure;
- Reduce the massing by:
 - a. Eliminating center posts, if possible (structurally); and
 - b. Reducing the height of the 2'-0" panel;
- Make the structure appear more temporary and less visible.

STAFF FINDINGS AND ANALYSIS:

Since the last Commission meeting on June 26, 2012, the staff met with the applicant's architect and the roof shade installer on July 5, 2012, to discuss the recommendations provided by the Commission at the June 26, 2012 meeting. At that meeting, staff requested the applicant's representatives to submit revised drawings before the next Commission meeting. The Staff received a revised drawing on July 19, 2012, showing the faux brick decal on the horizontal panel being removed and the panel is now proposed to be clear polygal to match the clear vinyl roll-up panels on the sides of the structure. The polygal is a clear rigid greenhouse material made of high strength plastic per the applicant's architect. No other changes are proposed to the shade structure. The polygal panel is consistent with the Commission's direction from their June 24, 2012 meeting only. Otherwise, the proposed structure does not comply with the remaining direction provided by the Commission.

As per the Commission's request at the previous meeting, the staff researched rooftop patio cover guidelines followed by other historic downtowns and found no specific guidelines for rooftop covers. The research found that other cities have been following their rooftop addition guidelines for such requests. Below a list of some most commonly used guidelines:

- The rooftop additions shall be setback at least the distance equal to the additional maximum height proposed, and it shall be as minimally visible as possible;
- The additions shall have a flat roof;
- The rooftop addition shall be as inconspicuous as possible when viewed from the street;
- The size, scale and massing of the addition shall be compatible with existing historic building and adjacent buildings in the historic district;
- The materials, detailing and scale of the addition shall not stand out to distract from the historic character and architecture of the existing building and other buildings in the neighborhood;
- The rooftop addition shall not obscure or damage existing historic features; and
- The addition shall be discernible, albeit in a subtle way.

Please see attachment C for downtown rooftop guidelines from the City of New Orleans, Central Business District (CBD) Ordinance, City of San Jose downtown historic resource and San Antonio's Houston Street Design Guidelines.

Staff continues to recommend denial of the proposed shade structure due to the structure being inconsistent with the Downtown District Guidelines; the structure is not compatible with the size, scale, massing, and character of the Downtown Heritage District; and the structure alters the existing roofline and massing of the historic buildings along the 15th Street.

STAFF RECOMMENDATION:

Staff recommends denial of the proposed request.

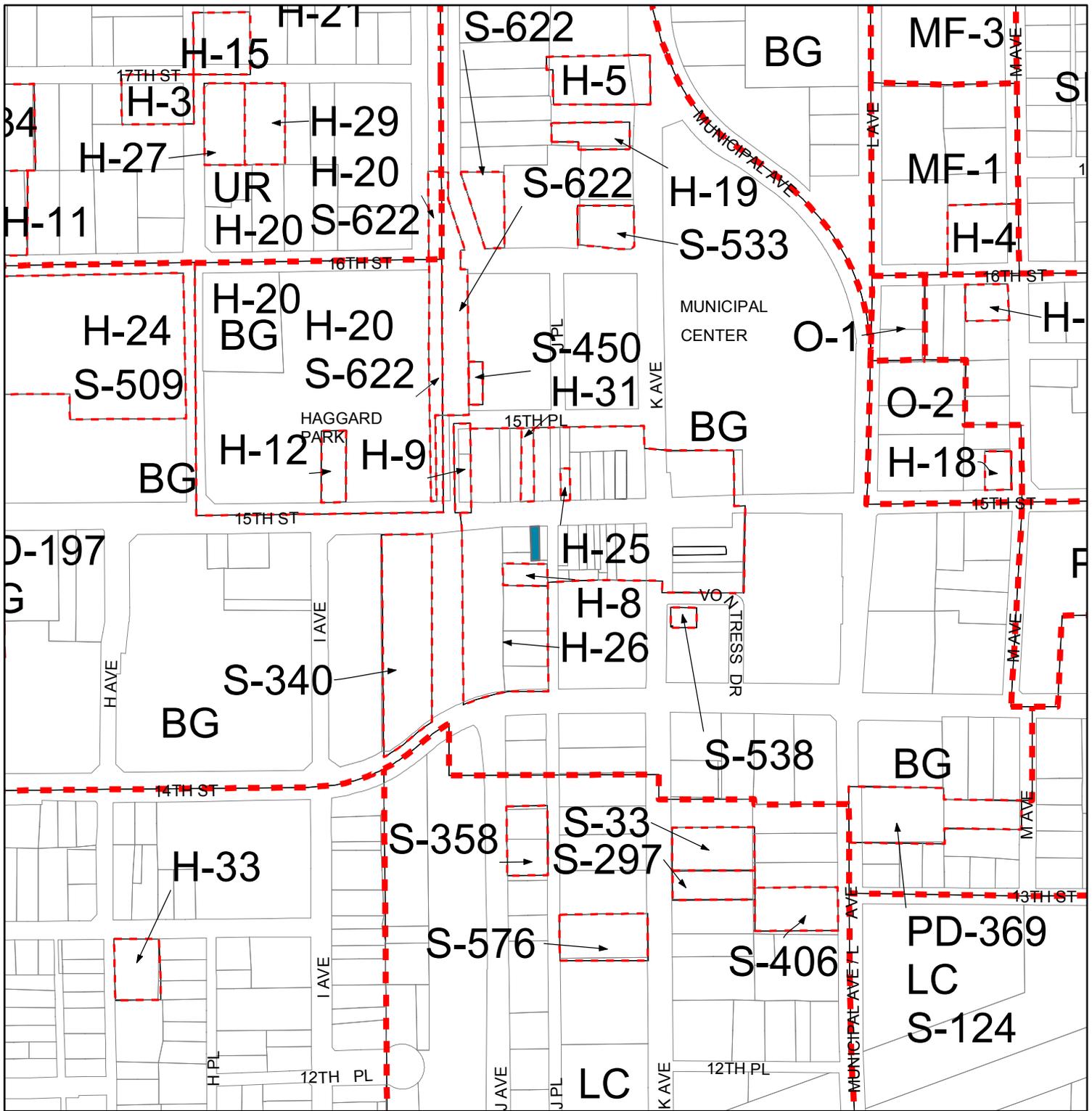
APPLICABLE REVIEW CRITERIA:

Downtown Heritage District Guidelines

No.	Guideline Statement
New Construction and Additions	
10.1	All new construction should reflect the architectural character of the downtown district, reflecting existing buildings in form, shape, solid-to-void ratio, detail and general appearance, paying particular attention to the elements pointed out in the first section of these guidelines.
10.2	New buildings should abut the sidewalk. The setbacks for all new construction should match the setback of other buildings on the block. Infill buildings between historic buildings should be similar in setback, roof form, cornice line, and materials, to nearby buildings.
10.3	Vertical additions to historic buildings in the district are discouraged but may be appropriate if set back to the rear of the property and not visible to a person standing on the opposite side of the street to which the building faces.
10.4	Maintain the height and rhythm of buildings along the street face. New buildings and additions should respect both the height and bay spacing of adjacent buildings. They should also ensure continuity of cornice lines and windows. The height of an addition and the height of a new building should not exceed the height of the tallest building on the block. New buildings or additions along the south side of 15th Place may exceed the height of the tallest building as long as it cannot be seen by a person standing on the south side of 15th Street.

Secretary of the Interior's Standards for Rehabilitation

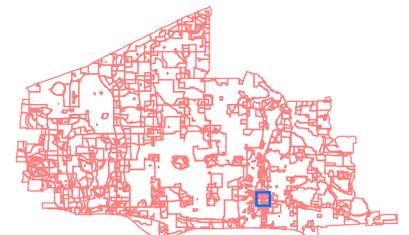
No.	Standard Statement
9.	New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10.	New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



Item Submitted: 1006 15th STREET

Title: RAILROAD ADDITION

Zoning: DOWNTOWN BUSINESS/GOVERNMENT/
DOWNTOWN HERITAGE RESOURCE DISTRICT



○ 200' Notification Buffer

Revised drawing submitted 7/19/2012

AWNING MATERIAL: 3 LAYER CLEFY BLACKOUT MATERIAL W/ RADIANT BARRIER & FIRE RETARDANT

SIDE MATERIAL: CLEAR VINYL W/ 8" FERRIER FABRIC BORDER

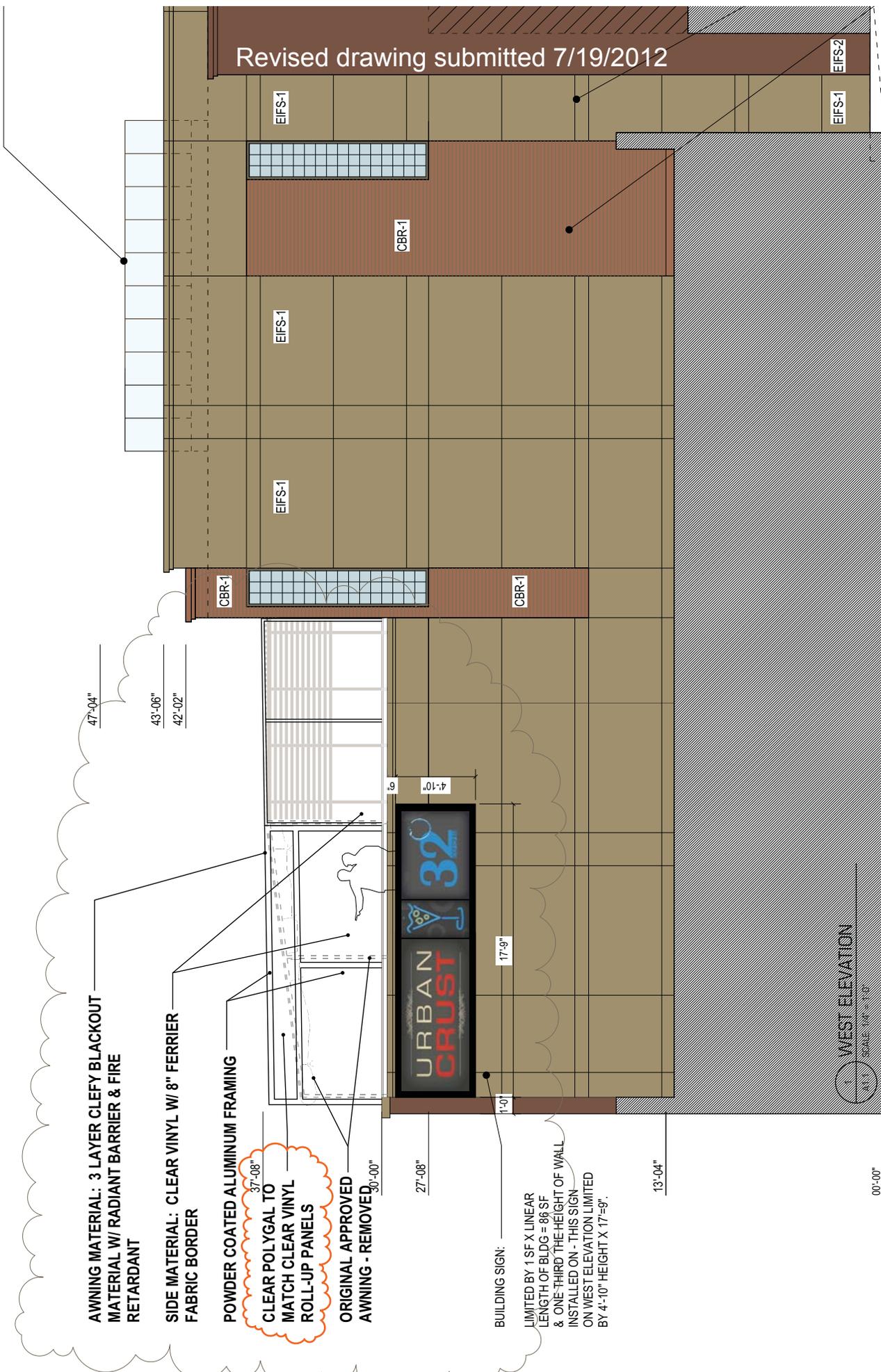
POWDER COATED ALUMINUM FRAMING

CLEAR POLYGL TO MATCH CLEAR VINYL ROLL-UP PANELS

ORIGINAL APPROVED AWNING - REMOVED

BUILDING SIGN:

LIMITED BY 1 SF X LINEAR LENGTH OF BLDG = 86 SF & ONE-THIRD THE HEIGHT OF WALL INSTALLED ON - THIS SIGN ON WEST ELEVATION LIMITED BY 4'-10" HEIGHT X 17'-9".



1 WEST ELEVATION
AT SCALE 1/4" = 1'-0"

00'-00"

EIFS-2

EIFS-1

CBR-1

EIFS-1

EIFS-1

EIFS-1

CBR-1

CBR-1

AWNING MATERIAL: 3 LAYER CLEFY BLACKOUT MATERIAL W/ RADIANT BARRIER & FIRE RETARDANT

SIDE MATERIAL: CLEAR VINYL W/ 8" FERRIER FABRIC BORDER

POWDER COATED ALUMINUM FRAMING

DIGITAL PRINTED BRICK ON 3M FILM ADHERED TO ALUMINUM PANEL

ORIGINAL APPROVED AWNING - REMOVED

47'-04"

43'-06"

42'-02"

4'-10"

6"

17'-9"

1'-0"

27'-08"

30'-00"

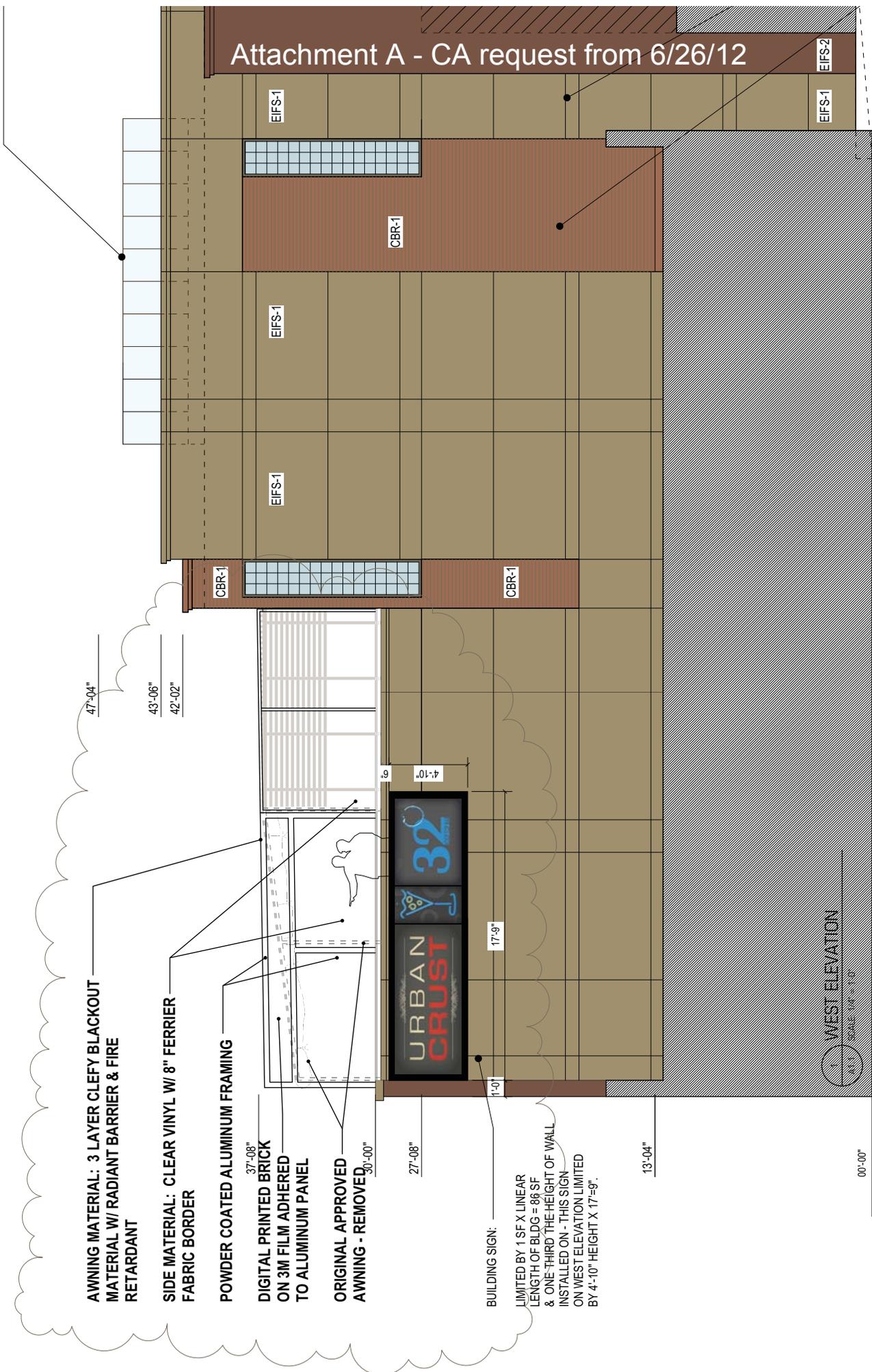
13'-04"

BUILDING SIGN:

LIMITED BY 1 SF X LINEAR LENGTH OF BLDG = 86 SF & ONE-THIRD THE HEIGHT OF WALL INSTALLED ON - THIS SIGN ON WEST ELEVATION LIMITED BY 4'-10" HEIGHT X 17'-9".

1 WEST ELEVATION
SCALE: 1/4" = 1'-0"

00'-00"



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OFFENDING COMMAND: image

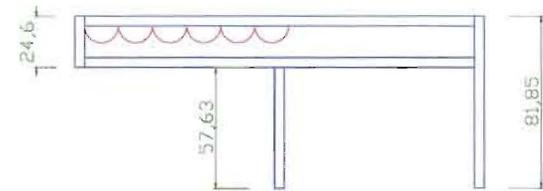
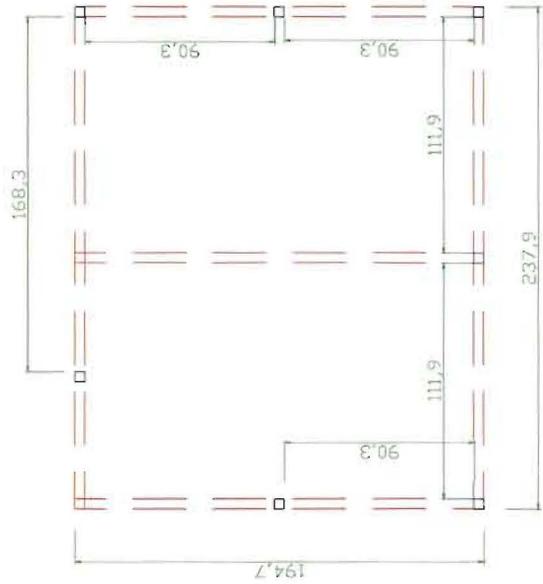
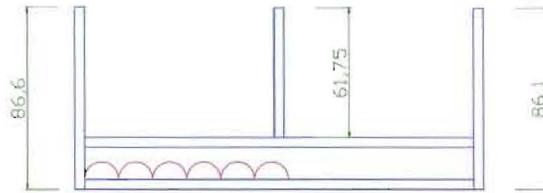
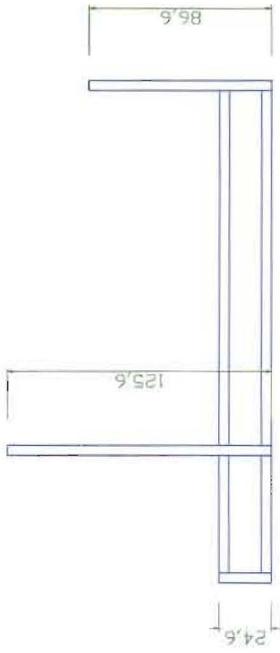
STACK:
-dictionary-
-mark-



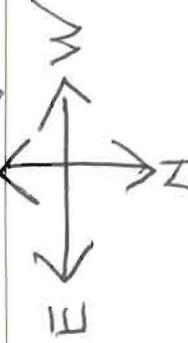
Corradi USA
OUTDOOR LIVING SPACE

Attachment 4

progeCAD 2008 Smart! - Private use only



(Framing Only)

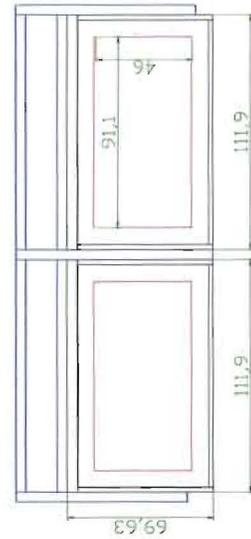
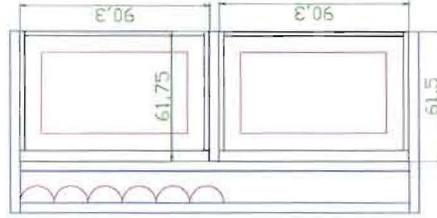
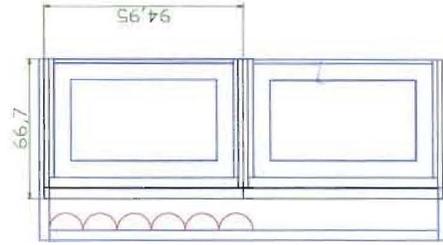
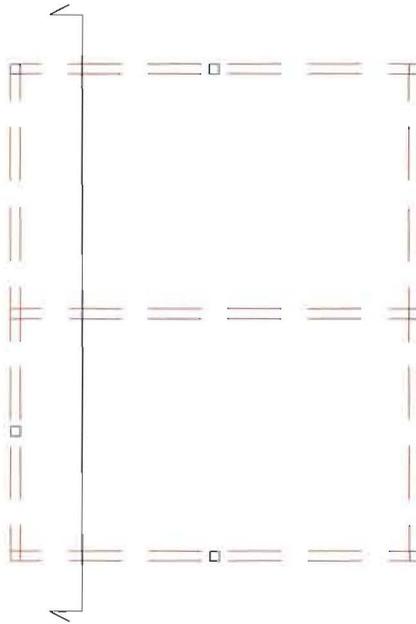
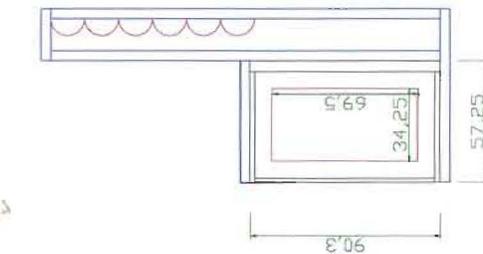
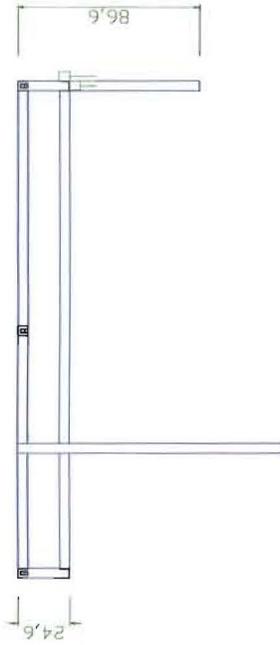


PIANTA e
PROSPETTI

progeCAD 2008 Smart! - Private use only

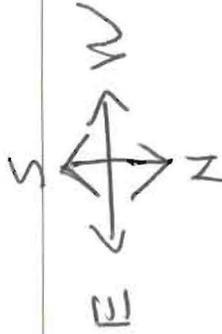
Attachment 4

progeCAD 2008 Smart! - Private use only



ERMETIKA
DIMENSION

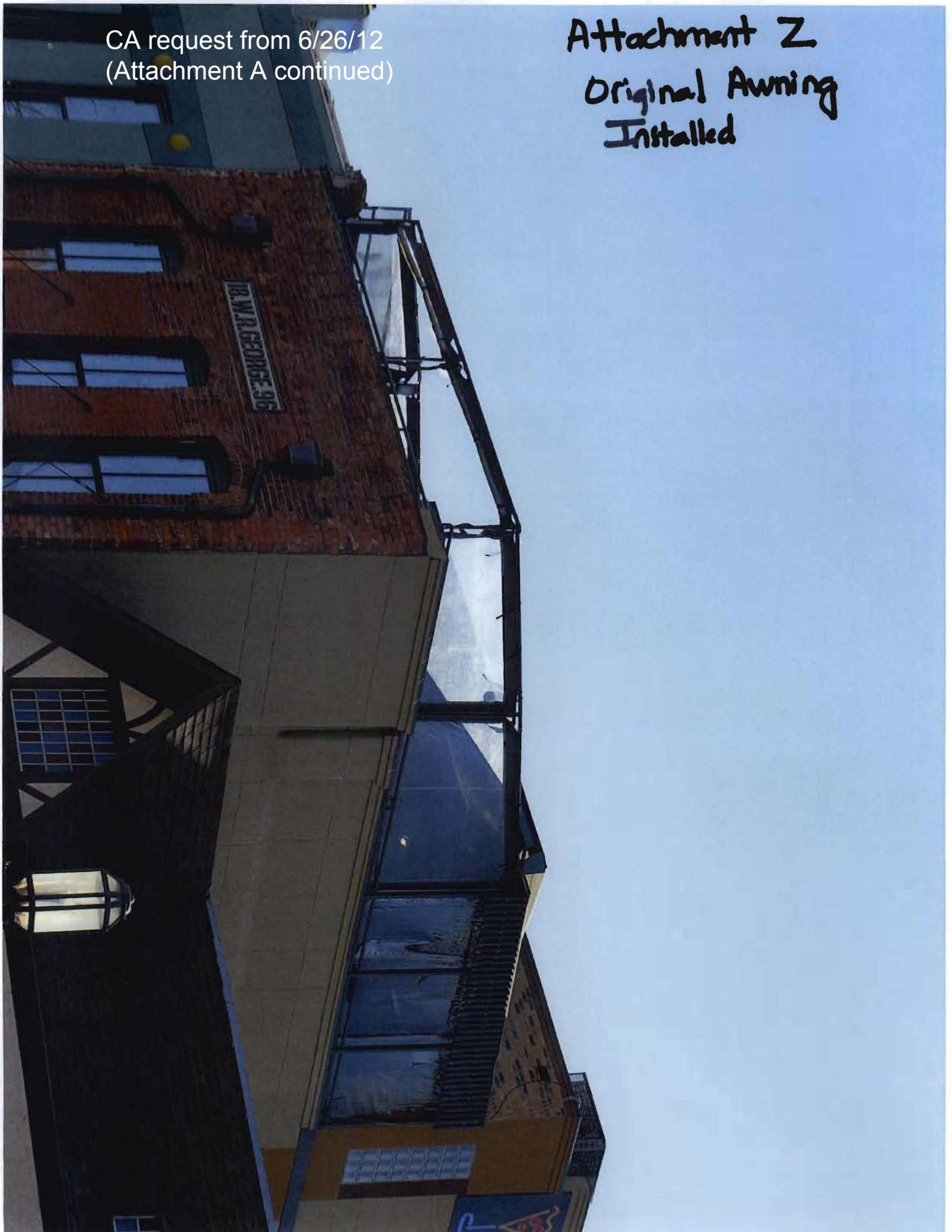
(Vinyls./Covers)



progeCAD 2008 Smart! - Private use only

CA request from 6/26/12
(Attachment A continued)

Attachment Z
Original Awning
Installed



Attachment 4-I

Materials:

**Aluminum posts with powder coated exterior –
no rust**

**Laser imaged bricks to match the exterior of
building is applied over the 22-guage
aluminum top**

**The awning material is 3 layer clefy blackout
material w/ radiant barrier and fire retardant –
stencil strength (new burn safe technology)**

**The sides ^(and the front) are clear vinyl with 8 “ ferrier fabric
border**

Attachment I – continued

- **The new cover is easier to disassemble and remove than the original cover approved two years ago on 4/12/10 by the Heritage Commission**
- **The new cover takes 5 hours to disassemble, and can be put right back together without any modifications (just like it comes down) (each piece remains totally intact – put together by a cordless drill); the old cover took 10 hours to disassemble**
- **The new cover is made by the same company as the original unit – Corradi USA; it is their new model with newer technology**
- **The new cover controls drainage through the internal gutter system, while the old unit dropped water onto the street**
- **The new cover material is completely fire-retardant**

3/23/2010 APPROVED CERTIFICATE OF APPROPRIATENESS
Attachment B



CERTIFICATE OF APPROPRIATENESS
HERITAGE COMMISSION
CITY OF PLANO



I. Property Information:

1. Name of Resource (Historic Name/Current Name): W.R. George Building/Urban Crust - 32° Rooftop Bar
2. Address/Location: 1006 E. 15th Street, Plano, TX 75074

II. Applicant Information:

3. Name of Owner: Blockgold Partners Name of Applicant (if different): Nathan Shea
Company: _____ Relationship to Property: Owner
Address: 3106 Dublin Road Address: _____
City, State: Parker, TX 75002 City, State: _____
Home: _____ Home Phone: _____
Business: 214-577-0446 Business Phone: _____
E-mail: nsheal@verizon.net E-mail: _____

III. Approved Work and Conditions

- Date CA Approved: 03/23/2010
Date CA Expires: 03/23/2011

CITY OF PLANO
HERITAGE PRESERVATION
CERTIFICATE OF APPROPRIATENESS
[Signature]
DATE 4/12/10

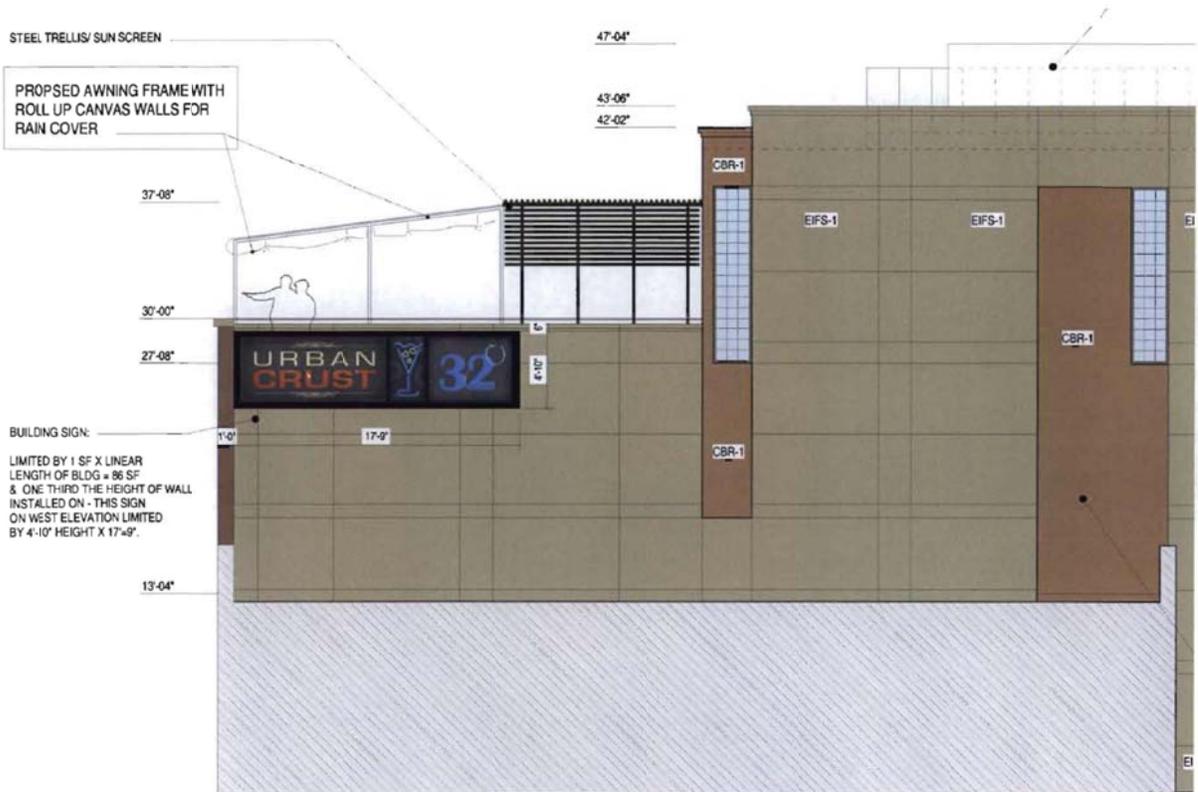
Certificate of Appropriateness approved to:

Install non-permanent, retractable cover for weather purposes for patio.

IMPORTANT: APPROVAL OF THIS APPLICATION BY THE HERITAGE COMMISSION DOES NOT CONSTITUTE A BUILDING PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED IN ADDITION TO A CERTIFICATE OF APPROPRIATENESS (CA). THE HERITAGE COMMISSION MEETS ON THE FOURTH TUESDAY OF EVERY MONTH. APPLICATIONS FOR CA's MUST BE SUBMITTED BY 5:00 P.M. ON THE FIRST TUESDAY OF THE MONTH.

ONCE APPROVED (STAMPED), DISPLAY THIS CERTIFICATE IN A WINDOW OR OTHER PROMINENT PLACE DURING THE COURSE OF THE PROJECT.

**3/23/2010 APPROVED NON-PERMANENT RETRACTABLE SHADE
(Attachment B Continued)**



Sample Image of Side Flaps (Actual flaps will be similar to image below)



Sample Images of Retractable Solar Shade examples presented by the staff at the 3/23/2010 meeting
(Attachment B Continued)



Sample Images of Historic Properties with Rooftop Shade Features

Fort Worth, TX



Austin, TX



**Sample Images of Retractable Solar Shade examples presented by the staff at the
3/23/2010 meeting
(Attachment B Continued)**

Charleston, SC



Savannah, GA



Sample Image of Plano Structure Using Side Flaps on Awning





home : neighborhood revitalization : historic district landmarks commission : rooftop additions

Code Enforcement and Blight Removal

City Planning

Environmental Affairs

Historic District Landmarks Commission

HDLC FAQs

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Before & After

CBD Ordinance

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Documentation Resources

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New Orleans Ordinance

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2009 Meeting Schedule

Safety and Permits

Vieux Carré Commission

Rooftop Additions

Rooftop additions have become a very popular way of adding additional space and increasing the square footage and floor area ratio on existing buildings in downtown New Orleans, particularly in the Central Business District local historic districts. It is important that the historic integrity of these structures and areas be maintained. It is equally important that additions, when allowed, contribute to the character of the area and respect the design and context of the building and the street scene to which they are added.

Definition.

A rooftop addition is defined as any new construction on top of an existing rooftop for occupiable or non-occupiable space (*This includes full floor additions*).

Policy.

In general, rooftop additions are discouraged on all **rated** buildings. However, the Commission will review applications on a case by case basis.

The Commission believes that on buildings which are rated purple (of national importance), or blue (of major architectural importance) and buildings which are red rated and could be upgraded to blue, *rooftop additions are inappropriate and are strongly discouraged.*

Buildings which have been rated purple are buildings that were designed by architects of national reputation; have been recognized as National Historic Landmarks by the National Park Service; are unique examples of American architectural development; or are associated with a person(s) or events of national importance. These buildings are to be preserved, properly maintained and when needed, carefully restored.

Buildings which have been rated blue are of major architectural importance and are outstanding examples of works by notable architects or builders; are unique or especially fine examples of a particular style or period when original details remain; are part of an intact row or grouping; or are noteworthy examples of a particular type of construction technique, when the original fabric of the building is basically intact. These buildings should be preserved; be protected from unsympathetic modifications, and have original facade treatments properly restored when possible.

Buildings which have been rated red are important buildings that have been altered leaving much of the exterior facade either extremely modified or covered over. However, because of their scale or basic construction, these buildings still make a notable contribution to the overall character of the area. Although placed in a lower category, the significance of these buildings should not be overlooked or minimized. If properly restored, the rating of a building in this category would be raised.

On buildings rated green (of architectural or historical



Guidelines

- [Building Types](#)
- [Building Ratings Guide](#)
- [CBD Guidelines](#)
- [CBD Rules and Procedures](#)
- [Demolition by Neglect](#)
- [Doors and Windows](#)
- [Existing Masonry Construction](#)
- [Fences, Gates and Walls](#)
- [Jurisdiction](#)
- [Lighting, Paving, Structural and Ornamental Metal](#)
- [New Construction Guidelines](#)
- [New Orleans Rules and Procedures](#)
- [Rooftop Additions](#)
- [Roofing and Associated Details](#)
- [Reroofing Worksheet](#)
- [Signs](#)
- [Wood Finishing Materials](#)

importance) or those red-rated buildings that could be upgraded to green if properly renovated, the construction of rooftop additions may be allowed on a case-by-case basis at the discretion of the full Commission.

It is important to note that *buildings which are rated green* are buildings which are typical examples of the architectural types and styles found in the city. When buildings in this category retain their original architectural details, they make a notable contribution to the overall character of a particular area. These buildings should be preserved and when feasible, restored as closely as possible to their original appearance.

On buildings rated gold (contributing) and/or unrated buildings, the construction of rooftop additions may be allowed on a case-by-case basis at the discretion of the full Commission.

The approval of a rooftop addition on any one building or a previously approved application for a rooftop addition shall not be considered as precedents or construed to mean that new proposals will automatically be approved.

- The height of the existing building will be a major factor in determining the appropriateness of allowing the construction of a roof top addition.
- Rooftop additions shall not be allowed on structures of two stories or less, regardless of the rating.
- Rooftop additions shall not be allowed on structures of two bays or less, regardless of the rating.
- A rooftop addition shall not call attention to itself, nor detract from the architecture of the existing building or the surrounding historic district, streetscape, or adjacent structures.
- When rooftop additions are proposed for buildings which are adjacent to empty but potentially buildable lots, the proposal shall be evaluated as if no building will ever be built on the buildable lot.
- Rooftop additions shall comply with existing zoning, and shall not require *the granting of a variance* for height limits or floor area ratios.

Design Standards for Rooftop Additions

If permitted, the following design standards for rooftop additions are to be followed:

Rooftop additions shall:

- 1.** Be limited to a maximum of 75 percent of the roof area, excluding the parapet.
- 2.** Be limited to one story in height, with an interior ceiling height not to exceed 8 feet, except for code-required components, such as elevator overrides. Elevator equipment, mechanical equipment, and HVAC equipment shall fall within the single story, 75 percent footprint.
- 3.** Be permitted only on buildings with existing parapets in excess of 18 inches from the highest point of the roof and on existing roofs which have less than a 3 in 12 pitch.
- 4.** Be permitted only when set back a minimum of one full bay or 10 feet, whichever is greater, from all sides.
- 5. *Be permitted to have a flat roof only.***
- 6.** Be permitted only when all railings, planters, and rooftop furnishings are set back far enough to only be visible from the public right-of-way at a 1,000 foot distance.
- 7.** Be permitted only when the designs of such additions reflect the basic design, color, texture, and fenestration of the original building. ***The rooftop addition shall be as inconspicuous as possible when viewed from the street.***

Submittal Requirements:

1. Dimensioned elevations and plans showing the proposed rooftop addition on the existing building.
2. Sight-line studies, either photographs or drawings, illustrating the massing of the addition and visibility from 1,000 feet on public rights-of-way in all directions, and showing not only the impact on the subject heading, but also on the adjacent buildings and the historic district as a whole.
3. A to-scale massing model of the addition on the existing building.

State Historic Preservation Office*Policy on Rooftop Additions*

1. Rooftop additions - recommendations are made with the intent to minimize visibility and thus to minimize changes to the historic character of the building.
2. All rooftop additions should be no taller than one story.
3. Elevator housing and mechanical equipment should be no taller than one story.
4. Additions should have an interior ceiling height of 8 feet.
5. Roof framing is removed when necessary to lower the visible height of the addition.
6. Additions are set back one full bay from all sides.
7. Any additional set back is determined by the height of the parapet.
8. Railings and planter boxes are set back far enough to be invisible from the street.
9. Additions to have flat roofs to match the roof of the original building.
10. Additions should match as closely as possible the color of the historic building.
11. Additions are to be designed to reflect the basic design of the building, but with decorative elements simplified.
12. Site line studies indicate that the additions are minimally visible from any public right-of-way.

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- **Add** side additions should be independent structures rather than false historicized extensions of the original building mass or facade.

Side additions should be differentiated from historic construction using recessed connectors or reveals (sometimes called hyphens), setbacks, applied trim, dimensional changes in materials, and/or changes in color.

ROOFTOP ADDITIONS

Rooftop additions can be technically challenging and expensive.

They require careful design considerations to ensure that their presence does not compromise the historic appearance or design integrity of the existing historic building or its context. A rooftop addition may be considered if the addition is significantly setback from the primary structure and is compatible with the height and development patterns of the block.



- **Retain** building elements that define the roofline and the upper edge of the existing facade, such as cornices and parapets.
- **Respect** the scale of the historic building and adjacent buildings. Rooftop additions are more likely to be compatible on buildings that are adjacent to similarly sized or taller buildings.
- **Add** rooftop additions required for rehabilitation that are subordinate in scale and size to the historic building and are as inconspicuous as possible when viewed from the street. Rooftop additions should be setback a distance equal to the height of the addition from the primary elevation of the building; (and from other elevations if the building is free-standing or highly visible). Sight line calculations and photo simulations can be used to determine the appropriate setback from the historic façade. Temporary framed mock-ups should be constructed to establish visibility and impacts to adjacent buildings. Because of sight line considerations, the height of rooftop additions should be limited to one or two stories and the setback of rooftop additions on low-rise buildings should be very substantial.

Rooftop additions should be compatible in color with the historic building and differentiated in construction detailing from the historic building.

Rooftop additions should be independent lightweight structures rather than extensions of the original building mass or facade.

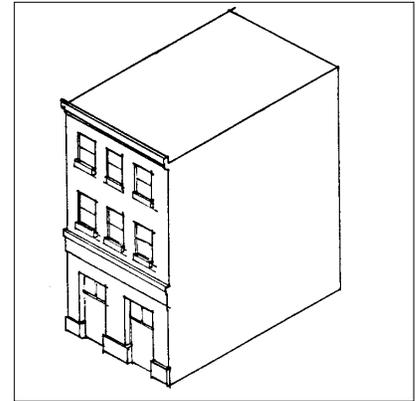
Design of Additions

Many buildings have experienced additions over time, as the need for more space occurred. An addition should be designed such that the historic character of the building can still be perceived. When planning a new addition to an historic structure, the negative effects that may occur should be minimized. While some destruction of original materials is almost always a part of constructing an addition, such loss should be minimized.

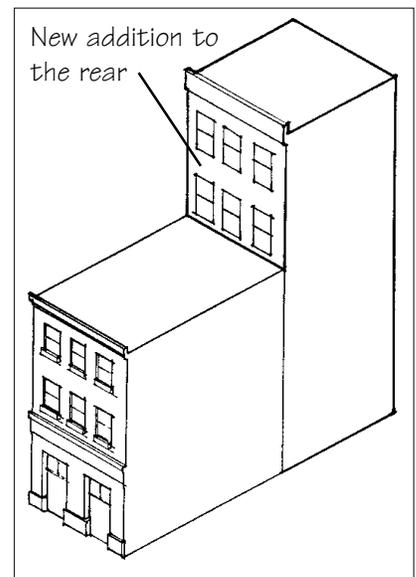
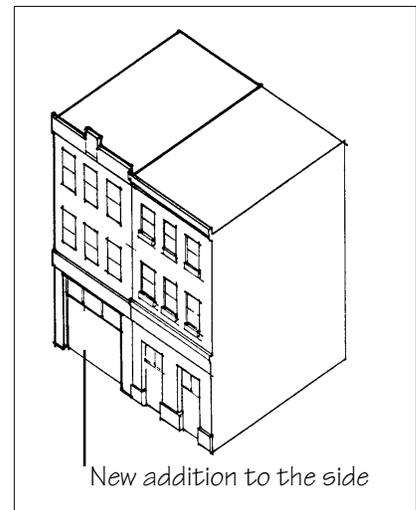
Three distinct types of additions should be considered. First, a ground-level addition that involves expanding the footprint of a structure may be considered. Such an addition should be to the rear or side of a building. This will have the least impact on the historic character of the structure, but there may only be limited opportunities to do this.

Second, an addition to the roof may be designed that is simple in character and set back substantially from the front of a building. In addition, the materials, window sizes and alignment of trim elements on the addition should be compatible to those of the existing structure.

A third option, is to design an addition within the wall plane of the existing building. This option is the most difficult and requires great care to respect the historic relationship of the building to the street. Such an addition should provide a visual distinction between the existing structure and its addition. This may be accomplished through the use of a midbelt cornice element or a subtle change in building materials.

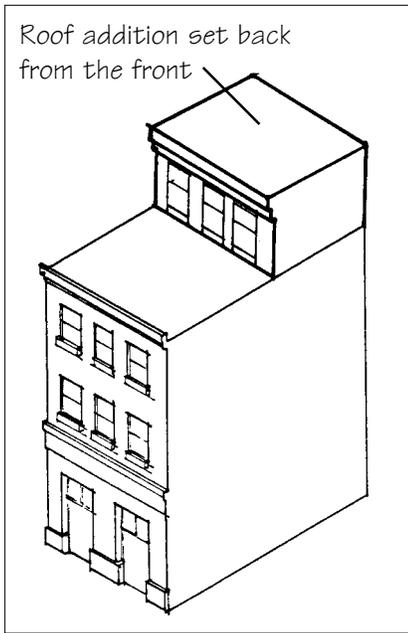


An original three-story building, before an addition. (Compare with sketches below and on the following page.)



An addition may be set back to preserve the perception of the historic scale of the building. In the image on the left, the original three floors of this building are visible. In the angle view at the right, two newer floors are visible. Note how the addition cannot be seen when looking at the building straight-on because it is setback.

3. Historic Properties



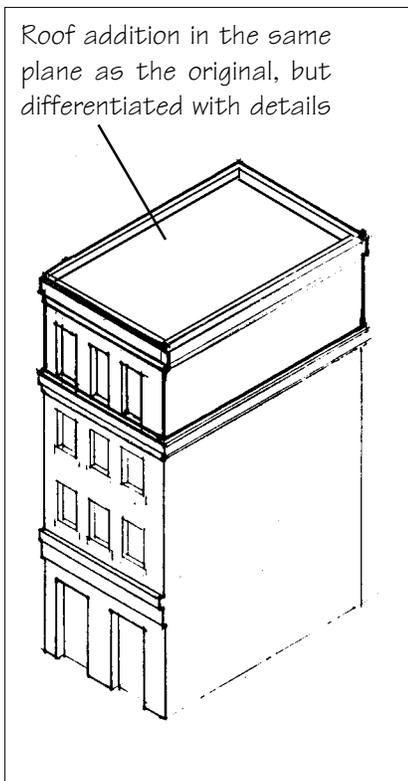
3.27 An addition should be compatible in scale, materials and character with the main building.

3.28 An addition should not damage or obscure historically or architecturally important features.

- For example, loss or alteration of a cornice line should be avoided.

3.29 Design an addition such that the historic character of the original building can still be interpreted.

- A new addition that creates an appearance inconsistent with the historic character of the building is inappropriate. For example, an addition that is more ornate than the original building would be out of character.
- An addition that seeks to imply an earlier period than that of the building also is inappropriate because it would confuse the history of the building.



3.30 An addition should be subtly distinguishable from the historic building.

- An addition should be made distinguishable from the historic building, even in subtle ways, so that the character of the original can be interpreted.

3.31 An addition may be made to the rear or side of a building if it does the following:

- An addition should maintain the alignment of storefront elements, moldings, cornices and upper-story windows that exist on the main part of the building and its surrounding context.

3.32 An addition may be made to the roof of a building if it does the following:

- An addition should be set back from the primary, character-defining facade, to preserve the perception of the historic scale of the building.
- Its design should be modest in character, so it will not attract attention from the historic facade.
- The addition should be distinguishable as new, albeit in a subtle way.

Appropriate alternative approaches to additions.

3.33 In limited circumstances, an addition may be made to the roof of a building and not be set back from character-defining facades, if it does the following:

- An addition should be distinguished from the existing building. A change in material or a decorative band can be considered to accomplish this.
- An addition should maintain the alignment of storefront elements, moldings, cornices and upper-story windows that exist on the main part of the building and its surrounding context.
- The addition should also be compatible in scale, texture and materials with the original.



These early photos of the Moore building illustrate historic precedence for a rooftop addition. This addition can be distinguished from the original building on the left by providing a simple decorative band. Although the towers were removed, the original cornice was replaced at the top of the building.

DATE: July 17, 2012
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of July 17, 2012

**AGENDA ITEM NO. 7 - PUBLIC HEARING
ZONING CASE 2012-19
APPLICANT: CITY OF PLANO**

Request to amend Planned Development-20-Mixed Use on 135.3± acres located at the northeast corner of Preston Road and Rasor Boulevard to modify the development standards related to Single-Family Residence Attached. Zoned Planned Development-20-Mixed Use.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 6 **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: (Additions are shown as underlined text; deletions are indicated by strikethrough text). Also the original adopted PD-20-MU district and as amended includes exhibits that are being retained by this proposed ordinance amendment.

Restrictions:

The map attached hereto as Exhibit B, as amended by Exhibits C and D is hereby adopted as part of this ordinance.

1. Sub-Area A (Preston Rd. Mixed Use)

a. Uses Permitted

- i. By Right: All those uses permitted in the Retail, ~~and~~ Office-2 districts, plus 1 regional theater and single-family attached residences.

- ii. By Specific Use Permit: All those uses permitted by specific use permit in the Retail and Office-2 districts, plus multifamily. Multifamily residential units are limited to the second floor and above and may not exceed 10% of total floor area in Sub-Area A.

b. Standards for Retail, Office-2 districts and 1 regional theater

- b i. Minimum Front Yard: 50 feet; however, this distance may be reduced to 30 feet if no parking or drive aisles are located between the building face and the street.
- e ii. Minimum Side Yard: None, except as required by building or fire codes.
- e iii. Minimum Rear Yard: None, except as required by building or fire codes.
- e iv. Maximum Height: 8 stories. Maximum height for parking structures is 3 levels above grade.
- f v. Parking Requirements: As required by Section 3.1100 of the Comprehensive Zoning Ordinance, except multifamily residence, which shall be parked at 1 space per bedroom.
- g vi. A minimum of 12.0± acres of land along the White Rock Creek shall be maintained as open space and shall be open to the public at all times.
- h vii. Landscaping: As required by Section 3.1200, Landscaping Requirements, and Section 4.500, Preston Road Overlay District, of the Comprehensive Zoning Ordinance.

c. Standards for Single-Family Residence Attached (SF-A) development

Single-Family Residence Attached shall be developed according to Subsection 2.809 (Single-Family Residence Attached) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance except for the following:

- i. Single-family residence attached lots shall abut a quasi-public street or private mews street as the only point of street frontage and access. Mews streets shall be provided in accordance with the following:

Private mews streets are designed to provide garage and service access to individual lots. The minimum design standard for mews streets is 28 feet of easement with a minimum 22 feet of paved drive lane. Parkways must be paved with a contrasting material. No parking is allowed on mews

streets unless additional easement width is provided. Private mews streets shall not be gated.

- ii. Front Yard: Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews street or fire lanes.
- iii. Side Yard (Corner Lot): Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews street or fire lane.
- iv. Rear Yard: There shall be no minimum setback except for garages. Rear entry garages shall be required; no front entry garages shall be allowed. Individual garages shall access private mews streets. The distance from the garage to the private mews street pavement shall be 3 or less feet in length from the pavement, or shall be 20 feet or greater in length from the pavement.
- v. Lot Depth: Minimum 70 feet.
- vi. Single-family attached uses shall be exempt from the usable open space requirements in Sections 2.809.3 and 2.809.5 of the Comprehensive Zoning Ordinance.
- vii. Height: Minimum height shall be two stories; there shall be no maximum height.
- viii. Maximum lot coverage: 100%

i- d. Phasing

- i. A Certificate of Occupancy shall not be issued until the White Rock Creek tributary greenbelt park and lake are completed and available for public access.
- ii. A Certificate of Occupancy shall not be issued for a regional theater or any property abutting the proposed Type "D" thoroughfare between Preston Rd. and Ohio Dr. until the southern half of the street is completed.

2. Sub-Area B (Town Center)

a. Uses Permitted

- i. Multifamily residences and single family attached residences
- ii. Recreation center (public and private)

- iii. Post office
- iv. Private club
- v. All office uses
- vi. All uses permitted in the Retail district except the following:
 - 1. Dry cleaning plant
 - 2. Indoor commercial amusement
 - 3. Mortuary/funeral parlor
 - 4. Motel/hotel
 - 5. Residence hotel
 - 6. Small engine repair shop
 - 7. Theater
 - 8. Tool rental shop
 - 9. Veterinary clinic/kennel
 - 10. Automotive parts sales
 - 11. Automobile repair-minor/service station
 - 12. Car wash
 - 13. Building materials and hardware
 - 14. Tire dealer
- vii. No single occupancy may exceed 7,500 square feet except as permitted by specific use permit.

b. Standards for Single-Family Residence Attached (SF-A) development

Single-Family Residence Attached shall be developed according to Subsection 2.809 (Single-Family Residence Attached) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance except for the following:

- i. Single-family residence attached lots shall abut a quasi-public street or private mews street as the only point of street frontage and access. Mews streets shall be provided in accordance with the following:

Private mews streets are designed to provide garage and service access to individual lots. The minimum design standard for mews streets is 28 feet of easement with a minimum 22 feet of paved drive lane. Parkways must be paved with a contrasting material. No parking is allowed on mews streets unless additional easement width is provided. Private mews streets shall not be gated.

- ii. Front Yard: Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews street or fire lanes.
- iii. Side Yard (Corner Lot): Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews street or fire lane.
- iv. Rear Yard: There shall be no minimum setback except for garages. Rear entry garages shall be required; no front entry garages shall be allowed. Individual garages shall access private mews streets. The distance from the garage to the private mews street pavement shall be 3 or less feet in length from the pavement, or shall be 20 feet or greater in length from the pavement.
- v. Lot Depth: Minimum 70 feet.
- vi. Single-family attached uses shall be exempt from the usable open space requirements in Sections 2.809.3 and 2.809.5 of the Comprehensive Zoning Ordinance.
- vii. Height: Minimum height shall be two stories; there shall be no maximum height.
- viii. Maximum lot coverage: 100%

c. Standards for Multifamily Residences and Nonresidential Uses:

- b i. Minimum Nonresidential Floor Area: The ground floor of any building fronting on Town Square, ~~except the south building, shall~~ may be a nonresidential use to a minimum depth of 50 feet back from the facade facing Town Square. ~~The south Buildings facing Town Square is exempt from this requirement, and~~ also be developed entirely for residential uses and ~~This building must~~ shall be developed as single-family residence attached.
 - e ii. Maximum Multifamily Residential Density: 35 units per acre
 - d iii. Required Front Yard (Town Square): Building facades must be constructed such that 80% of the building face is no less than 10 feet and no more than 20 feet from the parking curb line at Town Square.
 - e iv. Minimum Interior Side Yard: None, except as required by building or fire codes.
 - f v. Required Rear Yard: Building facades must be constructed such that there is 20 feet from the face of enclosed garage doors to the nearest line of a private way, if a tandem parking space is desired; otherwise a 10 foot setback for the garage from the aisle is required.
 - g vi. Minimum Floor Area per Dwelling Unit: 400 square feet; in addition, no more than 10 percent of the units may be less than 550 square feet in size.
 - h vii. Maximum Lot Coverage: None
 - i viii. Maximum Height: 4 story (65 feet)
 - j ix. Minimum Height: Two-and-one-half story for the southern building. Three story for the northern and eastern buildings; however, loft or multilevel space may be included in these buildings.
 - k x. Parking Requirements
 - i 1. Multifamily: 1 parking space per bedroom (Tandem parking space permitted in 20 feet behind enclosed garage doors.)
 - ii 2. Nonresidential Uses: 1 space per 300 square feet
 - iii 3. Community Facilities: No parking required
- iv4. Parking is restricted to quasi-public streets, parking garages or tandem spaces provided for the multifamily residential units. Parking lots are prohibited within this sub-area. Additional parking, if necessary, must be provided offsite, as required by Section 3.1100 of the Comprehensive Zoning Ordinance.

† xi. Landscaping: As required by Section 3.1200, Landscaping Requirements, and Section 4.500, Preston Road Overlay District, of the Comprehensive Zoning Ordinance.

3. Sub-Area C (Multifamily Residential)

- a. Uses Permitted: Multifamily residences, retirement housing, and single-family attached.
- b. Residential Density
 - i. Minimum Residential Density: 28 units per acre. Residential units developed in Town Center shall be included in the density. Quasi-public streets required open space areas and the 30-foot landscape edge required along public streets shall be excluded from the density calculation. A minimum of 15 acres, not to exceed 25 acres, shall be developed at a density of 8-12 units per acre. The minimum site area is 5 acres for density of 8-12 units per acre.
 - ii. Maximum Residential Density: 50 units per acre, not to exceed 1,450 units.
- c. Required Front Yard
 - i. Public Street: 30 feet
 - ii. Quasi-public Street: Building facades must be constructed such that 80% of the building face is no less than 10 feet and no more than 20 feet from a quasi-public street or the parking curb line on quasi-public streets.
- d. Minimum Side Yard: None, except as required by building and fire codes.
- e. Required Rear Yard: Building facades must be constructed such that there is 20 feet from the face of enclosed garage doors to the nearest line of a private way, if a tandem parking space is desired; otherwise a 10 foot setback for the garage from the aisle is required.
- f. Minimum Floor Area per Dwelling Unit: 400 square feet; in addition, no more than 10% of the units may be less than 550 square feet in size.
- g. Maximum Lot Coverage: None
- h. Maximum Height: 7 story
- i. Minimum Height: 2 story for densities at 8-12 units per acre. Three story for higher density development.

j. Minimum Usable Open Space

- i. A minimum of 3 acres of public open space shall be configured to link Sub-Area C to Sub-Area B (Town Center) and Sub-Area D.
 - ii. An illuminated, pedestrian pathway shall be constructed and paved to connect the sub-areas.
 - iii. At least 1 active recreation area shall be created along each pathway containing a minimum contiguous area of 30,000 square feet.
 - iv. One hundred square feet per unit as defined by Section 1.600 of the Comprehensive Zoning Ordinance. Excluded are the required landscaping and the 3 acres of required open space referenced in j.i. above. The open space shall have a minimum width of 15 feet.
- k. Landscaping: As required by Section 3.1200, Landscaping Requirements, and Section 4.500, Preston Road Overlay District, of the Comprehensive Zoning Ordinance.
- l. Parking Requirements for Multifamily Residential: One parking space per bedroom. (Tandem parking space permitted in 20 feet behind enclosed garage doors may be counted toward this requirement.)
- m. Architectural and signage requirements shall be adopted by ordinance prior to approval of any plans.
- n. Phasing: A Certificate of Occupancy shall not be issued for any phase until:
- i. The entire pedestrian greenbelt abutting a particular phase is completed from Town Square to either Sub-Area D or Ohio Dr. and opens to the public.
 - ii. The southern and eastern buildings fronting Town Square have been substantially completed.

4. Sub-Area D

- a. Uses Permitted: Same as Sub-Area B, except veterinary clinics are allowed by right and gasoline sales are allowed as an accessory use. Single-family attached residence is prohibited.
- b. Development Options - This property may develop as any one of the following:

- i. Entirely Nonresidential - A minimum of 30,000 square feet of nonresidential uses must be developed. This requirement may be phased, with the first phase containing a minimum of 15,000 square feet of nonresidential development. Each retail building must have storefronts on at least 2 sides.
 - ii. Mixed Use - A minimum of 30,000 square feet of nonresidential uses must be developed. This requirement may be phased, with the first phase containing a minimum of 15,000 square feet of nonresidential development. Each retail building must have storefronts on at least 2 sides. A maximum of 200 residential units may be developed.
 - iii. Entirely Residential - Residential development shall be constructed in accordance with the regulations contained within this sub-area and the approved preliminary site plan which is attached as a part of this ordinance. A maximum of 120 residential units may be developed.
- c. Maximum Residential Density: 80 units per acre
- d. Minimum Front Yard (Public Streets): 50 feet. This distance may be reduced to 30 feet if no drive aisles or parking areas are located between the street and the building face.
- e. Minimum Setback (Quasi-public Streets): 10 feet from the curb line
- f. Minimum Side Yard: None, except as required by building and fire codes
- g. Minimum Rear Yard: None, except as required by building and fire codes
- h. Minimum Floor Area per Dwelling Unit: Same as Sub-Area B
- i. Maximum Lot Coverage: None
- j. Maximum Height: Same as Sub-Area B
- k. Parking Requirements
 - i. Multifamily Residential: 1 parking space per bedroom
 - ii. Nonresidential Uses: 1 space per 250 square feet
- l. Landscaping: As required by Section 3.1200, Landscaping Requirements, and Section 4.500, Preston Road Overlay District, of the Comprehensive Zoning Ordinance

- m. Architectural and signage requirements shall be adopted by ordinance prior to approval of any plans.

5. Urban Design Standards (Applicable to Sub-Areas A through D)

- a. Quasi-public Streets: 22 feet in width. Within Sub-Area A, the width of the quasi-public streets may be increased to 28 feet. Parking is limited to parallel spaces with angle parking allowed only in the Town Center area and Sub-Area A.
 - i. Open for the use of the public (not gated).
 - ii. Parking permitted on both sides of street with no more than 4 spaces contiguous without a break for street tree and planting island.
 - iii. Sidewalk 6 feet in width required on both sides of street.
- b. Private Ways: 22 feet in width. Can be gated/secured for private use of residents. Twenty foot required setback from edge of private way to face of enclosed garages, if tandem parking space desired, otherwise a 10 foot setback is required. Private ways does not include private mews streets.

6. Architecture and Landscape Design - General Requirements

a. Definitions:

- i. Diagonal Greenbelts - Greenbelts located in Sub-Area C connecting to Town Center.
- ii. Dormer Windows - Windows projecting from a pitched roof.
- iii. Masonry - Stone, clay-fired brick or tile, exterior plasters, or a combination of these materials.
- iv. Promenade - An east/west oriented walkway and open space located in Sub-Area A.
- v. Primary Roof - The roof covering enclosed building space.
- vi. Pathway - A paved walkway within a usable open space connecting a building to a street or greenbelt.
- vii. Quasi-public Streets - Quasi-public streets are privately owned and maintained drives open to public access. Required quasi-public streets are designated on the zoning exhibit as amended by Exhibits C and

D. Additional quasi-public streets proposed by the developer may be designed on subsequent plans approved by the city. A fire lane shall be located within all quasi-public streets. Lots may be platted to quasi-public streets.

- viii. Streets - A public street or quasi-public street unless otherwise specified.
 - ix. Town Center - All of Sub-Area B.
 - x. Town Square - The public open space and plaza in Sub-Area B.
 - xi. White Rock Creek Greenbelt - The open space area and related facilities in Sub-Area A along White Rock Creek.
- b. Site Plan Review: The procedures and standards contained in Article 5 of the Comprehensive Zoning Ordinance pertaining to site, landscape, and facade plans shall apply unless otherwise specified within this ordinance. The submittal and approval of plans may be phased in accordance with the planned development conditions.
- c. ~~Streetscape~~
- ~~1. Street Furniture and Fixture Program: A standardized street furniture and fixture program shall be developed for the planned development district. It shall include street lights, metal or masonry trash receptacles, metal benches, bike racks, kiosks, mailboxes, and news racks. Design and specification of these items shall be required prior to issuance of a building permit. Lighting fixtures may be varied in Sub-Area A and Sub-Area D to provide adequate parking lot lighting.~~
- c. Street Trees: Along quasi-public streets, trees (4-inch minimum diameter) shall be required at a rate of one per 50 linear feet per side. Exact spacing and location of street trees shall be determined at the time of site plan approval. Along public streets, landscaping requirements shall be those contained in Section 3.1200 of the Comprehensive Zoning Ordinance or those contained within the Preston Road Overlay District as applicable.
- d. Telecommunications Plan: A plan for providing telecommunications service within the district and wireless antenna sites serving the larger area shall be completed by the property owners within one year of the approval of this ordinance.
- e. Parking: Except as otherwise provided, parking requirements shall be in accordance with Section 3.1100 of the Comprehensive Zoning Ordinance.

- i. Parking shall be permitted on both sides of quasi-public streets, except where prohibited for vehicular, fire, or pedestrian safety. (See sub-area requirements.)
 - ii. Tandem parking spaces are permitted in front of a multifamily-residential garage door provided that the space is assigned to the same unit as is the garage.
 - iii. Parking lot landscaping shall conform to Section 3.1200 of the Comprehensive Zoning Ordinance.
- f. Screening
- i. The rear and service sides of nonresidential buildings oriented toward residential development or greenbelts and open space shall be screened as provided in Section 3.1000 of the Comprehensive Zoning Ordinance.
 - ii. Roof-mounted equipment, including telecommunication antennas, shall be screened in accordance with Section 3.1000 of the Comprehensive Zoning Ordinance. Telecommunication antennas are permitted (public and private) but must be screened from view or integrated with the architectural detailing of buildings.
 - iii. Where permitted, roof-mounted and ground-mounted mechanical units must be screened from public view. Landscaping may be used to provide screening. Ground-mounted mechanical units may not be placed along the front of a building located in Sub-Areas A, B, or D.
 - iv. Dumpsters shall not be located within 30 feet of a street and shall otherwise be screened from view from streets and greenbelts in accordance with Section 3.1000 of the Comprehensive Zoning Ordinance.
- g. Street Naming and Addressing
- i. All quasi-public streets shall be named.
 - ii. Except in Sub-Area A, all buildings shall have an individual address and may be named (e.g. The Bentley) but not numbered (e.g. Building 1 or B). Single-family Residence Attached shall be individually addressed.
 - iii. These requirements are subject to the regulations of the U.S. Postal Service, Plano Fire Department, and other applicable agencies and jurisdictions.
- h. Building Design

- i. Except for a flat roof screened by a parapet, the minimum pitch of the primary roof shall be 6:12 or greater. Roof extensions over doorways, balconies, and porches may be of any pitch.
 - ii. Roofing materials on sloped roofs shall be limited to masonry, metal, or composition shingles of a minimum weight of 225 lb./square.
 - iii. Unless specified, the exterior surface of a building may be any material allowed by the building and fire codes.
 - iv. No residential garage may face or directly access a street. Garage doors shall be of steel construction.
- i. Miscellaneous: Outdoor storage of consumer goods shall comply with Subsection 3.902(2) of the Comprehensive Zoning Ordinance.

7. Sub-Area A

a. Building Arrangement

- i. Buildings located along the promenade west of Town Square shall be arranged in a pattern generally consistent with that illustrated in Exhibit B, as amended by Exhibits C and D.
- ii. For buildings within (including a portion thereof) 200 feet of the White Rock Creek greenbelt, the following regulations shall apply:
 - 1. Buildings must connect to the greenbelt by a direct or shared entrance or walkway.
 - 2. No more than 10% of the required parking may be provided between the rear or service side of a building and the greenbelt.
 - 3. Buildings less than 10,000 square feet in size shall be placed adjacent to the greenbelt and may not be separated from the greenbelt by a vehicular driveway, service area, or fire lane. Plazas, patios, and open space may be used to connect buildings to the greenbelt. Single-Family Residence Attached uses shall be exempt from this provision.
 - 4. Freestanding restaurants shall provide an outdoor patio dining area equal to or larger than 20% of the restaurant's gross floor area.

b. Building Design

- i. A minimum of 80% of any exposed exterior wall shall consist of glass or masonry.
- ii. Where visible to the public, the rear of buildings and/or service areas shall be of the same material and finish as the rest of the building.
- iii. The Planning & Zoning Commission may allow concrete, concrete block, or tile to be used on exterior walls that are not visible from streets with site plan approval. Where permitted, alternative finishes must be consistent in color with the remainder of the building, and may be used for the walls of service courts and other facilities that are secluded from view by the specific design of a building or group of buildings.
- iv. The following shall apply to buildings intended for retail occupancy (including restaurants):
 1. A minimum of 50% of the surface area of the first level of the front facade and 25% of the side facades must be glass windows, doors, or display windows. The surface area shall be calculated by multiplying the length of the facade by 15 feet.
 2. Covered walkways must be provided along a minimum of 50% of the length of the front facade and a minimum of 25% of the length of all side facades. This may be done through the use of awnings, arcades, roof overhangs, or similar architectural features.
 3. The rear facades of buildings fronting quasi-public streets shall have rear entrances and shall comply with the glass windows, doors, or display windows and covered walkway standards for front facades in iv.1. and iv.2. above.
- v. The following shall apply to buildings adjacent to the promenade regardless of use:
 1. A minimum of 50% of the surface area of the first level of the facade adjacent to the promenade and 25% of the side facades must be glass windows, doors, or display windows. The surface area shall be calculated by multiplying the length of the facade by 15 feet.
 2. Covered walkways must be provided along a minimum of 50% of the length of the facade adjacent to the promenade and a minimum of 25% of the length of all side facades. This may be done through the use of awnings, arcades, roof overhangs, or similar architectural features.

8. Sub-Area B (Town Center)

a. Building Arrangement

- i. The buildings in Town Center shall be arranged in a pattern generally consistent with that illustrated in Exhibit B, as amended by Exhibits C and D.
- ii. The northern and southern buildings shall be no less than 250 feet in length; the eastern building no less than 150 feet in length. Single-Family Residence Attached uses shall be exempt from this provision.

b. Building Design

- i. Except for windows, doors, and garage doors, the exterior of all building elevations shall be 80% masonry.
- ii. The rear or service side of buildings shall be of the same material and finish as the rest of the building.
- iii. All sloped roofs in Town Center shall utilize the same material, except for roofs over towers or cupolas and accents over doorways, balconies, and porches.
- iv. Windows and glass doors shall comprise 60% of the surface area of the ground floor nonresidential building elevations facing Town Square. Windows shall comprise 30% of all other building elevations.
- v. Except for decorative windows, all residential windows shall be operable. All living area and bedroom windows, except for dormer windows, shall be a minimum of 15 square feet in size.
- vi. All residential units and nonresidential lease space shall have direct or shared access to a street along Town Square.
- vii. All buildings must use 3 or more of the following architectural features: balconies, window awnings, entry stairs and stoops, bay windows or dormer windows.
- viii. The main entrance of each commercial lease space and shared entrances shall be covered or protected in some manner such as an awning, recessed entry, or arcade walkway.

- ix. Outdoor patio or sidewalk dining is allowed. An unrestricted sidewalk, a minimum of 5 feet in width, must be maintained. These areas shall not be included in parking calculations.
 - c. Streets: Streets shall have a one-way traffic flow in a counter-clockwise direction around Town Center; however, two-way traffic shall be permitted along the west side of Town Center. On-street parking is limited to angled parking.
9. Sub-Area C
- a. Building Arrangement
 - i. Buildings shall be placed square to streets and diagonal greenbelts illustrated in Exhibit B, as amended by Exhibits C and D. Where a building abuts 2 or more streets or a greenbelt, the primary quasi-public street shall take priority in determining building orientation.
 - ii. Buildings shall be arranged in rows, squares, and similar geometric patterns to create corridors and courtyards.
 - iii. Along streets, buildings shall not be separated by more than 40 feet, unless they are separated by an intersecting street, in which case they may be separated by no more than 75 feet.
 - b. Building Design
 - i. Except for windows, doors, and garage doors, the exterior of all building elevations shall be 80% masonry.
 - ii. Flat primary roofs are prohibited in this sub-area.
 - iii. All building elevations facing streets, greenbelts, and pathways shall contain windows occupying 30% or more of the elevation.
 - iv. Except for decorative windows, all residential windows shall be operable. The windows in living areas and bedrooms, except for dormer windows, shall be a minimum of 15 square feet in size.
 - v. All units must have either direct or shared access to a quasi-public street, greenbelt, or pathway.
 - vi. All stairs (except entry stairs and stoops to individual units and shared hallways) and elevated walkways shall be substantially screened from view from streets and open space pathways.

- vii. All buildings must use 3 or more of the following architectural features: balconies, window awnings, entry stairs and stoops, bay windows, or dormer windows.
- viii. A minimum of 3 architectural styles shall be developed within Sub-Area C. Each style shall include a set of common elements such as massing and articulation, materials, doors, windows, etc. Any one phase may consist of a single architectural style.
- ix. Each building within a specific style group must use architectural detailing, as listed in viii. above, to achieve a unique identity; however, basic building dimensions may remain the same.
- x. A facade plan illustrating the compliance of the prototypical design of each building style with these provisions shall be submitted concurrent with the site plan for each phase.

c. Parking

- i. Parking on quasi-public streets is limited to parallel parking. No more than 4 parking spaces may be placed in a row without a break (minimum 6 feet wide).
- ii. Parking lots, garages, carports, and parking structures must be screened from streets and greenbelts by buildings, walls, or landscaping, or a combination of the three.

10. Sub-Area D

a. Building Arrangement

- i. The buildings in Sub-Area D shall be arranged in a pattern generally consistent with that illustrated in Exhibit B, as amended by Exhibits C and D.
- ii. Building entries and storefronts shall be arranged to access both public streets and the adjacent quasi-public street in Sub-Area C.

b. Building Design

- i. Except for windows, doors, and garage doors, the exterior of all building elevations shall be 80% masonry.

- ii. Where visible to the public, the rear of buildings and/or service areas shall be of the same material and finish as the rest of the building.
- iii. All sloped roofs in Sub-Area D shall utilize the same material, except for roofs over towers or cupolas and accents over doorways, balconies, and porches.
- iv. Windows and glass doors shall comprise 60% of the ground floor building elevations facing Robinson Road and Ohio Drive. Windows shall comprise 30% of the remaining elevations.
- v. Except for decorative windows, all residential windows shall be operable. All living area and bedroom windows, except for dormer windows, shall be a minimum of 15 square feet in size.
- vi. All buildings must use 3 or more of the following architectural features: balconies, window awnings, entry stairs and stoops, bay windows, or dormer windows.
- vii. A special building element such as a tower, cupola, spire, or taller roof form shall be constructed to terminate the diagonal open space axis originating in Town Center. This building element shall extend a minimum of 10 feet above the height of the adjacent building(s).
- viii. The main entrance of each commercial lease space or shared entrance shall be covered or protected in some manner such as an awning, recessed entry, or arcade walkway.
- ix. Outdoor patio or sidewalk dining is allowed. An unrestricted sidewalk, a minimum of 5 feet in width, must be maintained. These areas shall not be included in parking calculations.

FOR CITY COUNCIL MEETING OF: August 13, 2012 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BM/dc

xc: Richard Matkin, PISD
Cliff Bormann, Assistant Building Official

CITY OF PLANO
PLANNING & ZONING COMMISSION

July 16, 2012

Agenda Item No. 7

Public Hearing: Zoning Case 2012-19

Applicant: City Of Plano

DESCRIPTION:

Request to amend Planned Development-20-Mixed Use on 135.3± acres located at the northeast corner of Preston Road and Rasor Boulevard to modify the development standards related to Single-Family Residence Attached. Zoned Planned Development-20-Mixed Use.

REMARKS:

This is a request to amend Planned Development-20-Mixed-Use zoning district development regulations related to single-family attached (townhomes) uses, located at the northeast corner of Preston Road and Rasor Boulevard. PD-20-MU is a 135.3± acre property bounded by Preston Road, Rasor Boulevard, Ohio Drive, and McDermott Road. PD-20-MU has some remaining undeveloped land, and areas that have developed with residential, retail, and office uses.

On June 4, 2012, the Planning & Zoning Commission called a public hearing to amend the development regulations for PD-20-MU regarding the development regulations pertaining to single-family attached uses. PD-20-MU is intended to encourage the development of two or more land uses that are integrated together within a pedestrian oriented environment. A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and on-site conditions.

PD-20-MU is divided into four subareas; subareas A, B, C, and D (see attached map). Currently single-family attached uses are permitted in subareas B, C, and D. The PD has some development regulations that address single-family attached uses within the subareas where the use is permitted; however, it is apparent that the PD did not fully anticipate townhome development when it was created in 1997. The regulations were written anticipating primarily multifamily uses. For example, the PD regulations such as minimum height, minimum building length, and setbacks do not accommodate townhome development. Staff believes it is appropriate to amend the development regulations within PD-20-MU to promote an urban style townhome product, and also

allow development of single-family attached uses in other subareas within the district that are not yet developed.

Surrounding Land Uses and Zoning

To the west, across Preston Road, is a hotel and vacant tract of land zoned Commercial Employment (CE). To the north are retail uses zoned Regional Commercial (RC). To the east is vacant land zoned Retail (R) and Planned Development-213-Single-Family Residence-6 (PD-213/SF-6); and existing residential uses zoned Planned Development-155-Single-Family Residence-6 (PD-155/SF-6). To the south is vacant land zoned Planned Development-159-General Office (PD-159/O-2), and existing multifamily residential zoned Planned Development-490-Multifamily-2 (PD-490/MF-2).

Proposed Planned Development Zoning Stipulations

The requested zoning is to amend the PD-20-MU zoning district development regulations related to single-family attached uses. PD-20-MU is divided into four subareas; subareas A, B, C, and D. The PD currently allows single-family attached uses in subareas B, C and D. However, subarea C is all developed and subarea D is also developed except for two remaining lots that are one acre and less each. As such, the remaining undeveloped land in subarea D is not large enough for townhome development.

Staff is proposing to adopt single-family attached uses as a permitted use in subarea A. Currently subarea A does not allow single-family attached residential uses. Subarea A has large vacant tracts of land that can benefit from the proposed amendments should the property owners chose to develop townhomes on the remaining undeveloped land. In subarea B which surrounds the town square, staff proposes to amend the current townhome regulations to promote an urban style townhome product consistent with the existing surrounding development context. The townhome regulations in subarea B are also proposed for subarea A.

The current PD-20-MU subarea B regulations anticipated multifamily units over commercial space and have a minimum building height requirement of two-and-one-half stories. Townhome developers find this minimum height restriction unfavorable to townhome development. For marketing reasons, developers in this area favor a two-story product rather than two- and-one-half or three story minimum height product. Subarea B also requires building length of no less than 250 feet. Developers find this building length requirement rather excessive for townhome development. Additionally, subarea B requires that ground floor of any building fronting on Town Square Drive, except the south building, be a nonresidential use to a minimum depth of 50 feet back from the facade facing Town Square Drive. The location of the remaining undeveloped land in the PD is not viable for nonresidential uses due to the lack of visibility desired for commercial uses. Retail/commercial uses rely upon being visible from major roadways to support their business. These and other current regulations within PD-20-MU, particularly in subarea B, do not promote townhome development even though it is a permitted use within the said subarea.

Furthermore, PD-20-MU was created to encourage a more urban style form of development including reduced building setbacks where the buildings define the streets. Townhomes need to be designed such that the garages do not define front of the buildings and streetscape. Therefore, to achieve the urban style form of development desired in this PD, staff is proposing rear entry garages only for townhome developments.

The proposed amendments to the PD include the adoption of the Single-Family Residence Attached (SF-A) regulations as found in the Zoning Ordinance with some modifications that promote an urban style townhome product. The proposed modifications to the PD standards include but are not limited to:

- Prohibition of SF-A use in subarea D since the area is predominantly developed;
- Use of quasi-public streets and private mews street as the only point of street frontage and access since there are no public street rights-of-way in PD-20-MU;
- Establishing mews streets design standards;
- Minimum and maximum front, side, and rear yard setbacks;
- Minimum lot depth;
- Removing the street furniture and fixture program because the program has been already adopted;
- Maximum lot coverage;
- Minimum and maximum building heights;
- Establishing individual address requirements for the townhomes consistent with current practices; and
- Overall cleanup of the regulations to accommodate townhome development in subareas A and B.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Medium Intensity Office (MIO). Development in these areas is expected to include a variety of employment uses, including office towers, medical centers, corporate campuses, and small neighborhood offices. While the existing PD is not wholly consistent with the Future Land Use Plan recommendation, the existing PD does provide for medium intensity development that encourages a mix of uses that supports existing employment uses nearby to the district. Additionally, the amendments enhance the existing mixed-use PD which encourages the development of a variety of uses that are integrated together within a pedestrian oriented environment.

School Capacity - The proposed development is located in the Frisco Independent School District (FISD). Staff was not successful in getting feedback from FISD due to personnel being out of the office.

Adequacy of Public Amenities - There are no park facilities between Preston Road and Ohio Drive north of Rasor Boulevard, and no park facilities are planned in that area because there is no land available to make public park facilities possible in that area. However, there is a green belt (Legacy Trail) that is available on the southeast side of Rasor Road, and that is the only public park improvement near the area. Though there

are no public park amenities in this area, the PD has an extensive amount of open spaces and amenities to support its residents.

The Plano Public Library System is able to include in its services an increased population if townhomes are built within the remaining undeveloped land in this area.

Adequacy of Public Facilities - Adequate water and sanitary sewer services are available.

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

SUMMARY:

The proposed PD amendments are consistent with the form and intent of the existing PD. The amendments establish different minimum height requirements, building length requirements, setbacks, and other standards that are appropriate to accommodate single-family attached development that is desired in this PD. Additionally it provides opportunities for single-family attached development to occur in other areas of the PD where it is currently prohibited, specifically subarea A. The amendments enhance the existing mixed-use PD which encourages a variety of integrated uses that continues to support existing employment uses nearby and the Future Land Use Plan designation, medium intensity office. Staff recommends approval of the proposed amendments.

RECOMMENDATION:

Recommended for approval as follows: (Additions are shown as underlined text; deletions are indicated by strikethrough text). Also the original adopted PD-20-MU district and as amended includes exhibits that are being retained by this proposed ordinance amendment.

Restrictions:

The map attached hereto as Exhibit B, as amended by Exhibits C and D is hereby adopted as part of this ordinance.

1. Sub-Area A (Preston Rd. Mixed-Use)

a. Uses Permitted

- i. By Right: All those uses permitted in the Retail ~~and~~ Office-2 districts, ~~plus~~ 1 regional theater and single-family attached residences.
- ii. By Specific Use Permit: All those uses permitted by specific use permit in the Retail and Office-2 districts, plus multifamily. Multifamily residential units are limited to the second floor and above and may not exceed 10% of total floor area in Sub-Area A.

b. Standards for Retail, Office-2 districts and 1 regional theater

- b i. Minimum Front Yard: 50 feet; however, this distance may be reduced to 30 feet if no parking or drive aisles are located between the building face and the street.
- e ii. Minimum Side Yard: None, except as required by building or fire codes.
- d iii. Minimum Rear Yard: None, except as required by building or fire codes.
- e iv. Maximum Height: 8 stories. Maximum height for parking structures is 3 levels above grade.
- f v. Parking Requirements: As required by Section 3.1100 of the Comprehensive Zoning Ordinance, except multifamily residence, which shall be parked at 1 space per bedroom.
- g vi. A minimum of 12.0± acres of land along the White Rock Creek shall be maintained as open space and shall be open to the public at all times.
- h vii. Landscaping: As required by Section 3.1200, Landscaping Requirements, and Section 4.500, Preston Road Overlay District, of the Comprehensive Zoning Ordinance.

c. Standards for Single-Family Residence Attached (SF-A) development

Single-Family Residence Attached shall be developed according to Subsection 2.809 (Single-Family Residence Attached) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance except for the following:

- i. Single-family residence attached lots shall abut a quasi-public street or private mews street as the only point of street frontage and access. Mews streets shall be provided in accordance with the following:
 - Private mews streets are designed to provide garage and service access to individual lots. The minimum design standard for mews streets is 28 feet of easement with a minimum 22 feet of paved drive lane. Parkways must be paved with a contrasting material. No parking is allowed on mews streets unless additional easement width is provided. Private mews streets shall not be gated.
- ii. Front Yard: Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews street or fire lanes.
- iii. Side Yard (Corner Lot): Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews street or fire lane.

- iv. Rear Yard: There shall be no minimum setback except for garages. Rear entry garages shall be required; no front entry garages shall be allowed. Individual garages shall access private mews streets. The distance from the garage to the private mews street pavement shall be 3 or less feet in length from the pavement, or shall be 20 feet or greater in length from the pavement.
 - v. Lot Depth: Minimum 70 feet.
 - vi. Single-family attached uses shall be exempt from the usable open space requirements in Sections 2.809.3 and 2.809.5 of the Comprehensive Zoning Ordinance.
 - vii. Height: Minimum height shall be two stories; there shall be no maximum height.
 - viii. Maximum lot coverage: 100%
- ± d. Phasing
- i. A Certificate of Occupancy shall not be issued until the White Rock Creek tributary greenbelt park and lake are completed and available for public access.
 - ii. A Certificate of Occupancy shall not be issued for a regional theater or any property abutting the proposed Type "D" thoroughfare between Preston Rd. and Ohio Dr. until the southern half of the street is completed.

2. Sub-Area B (Town Center)

a. Uses Permitted

- i. Multifamily residences and single family attached residences
- ii. Recreation center (public and private)
- iii. Post office
- iv. Private club
- v. All office uses
- vi. All uses permitted in the Retail district except the following:

1. Dry cleaning plant
 2. Indoor commercial amusement
 3. Mortuary/funeral parlor
 4. Motel/hotel
 5. Residence hotel
 6. Small engine repair shop
 7. Theater
 8. Tool rental shop
 9. Veterinary clinic/kennel
 10. Automotive parts sales
 11. Automobile repair-minor/service station
 12. Car wash
 13. Building materials and hardware
 14. Tire dealer
- vii. No single occupancy may exceed 7,500 square feet except as permitted by specific use permit.

b. Standards for Single-Family Residence Attached (SF-A) development

Single-Family Residence Attached shall be developed according to Subsection 2.809 (Single-Family Residence Attached) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance except for the following:

- i. Single-family residence attached lots shall abut a quasi-public street or private mews street as the only point of street frontage and access. Mews streets shall be provided in accordance with the following:

Private mews streets are designed to provide garage and service access to individual lots. The minimum design standard for mews streets is 28 feet of easement with a minimum 22 feet of paved drive lane. Parkways must be paved with a contrasting material. No parking is allowed on mews streets unless additional easement width is provided. Private mews streets shall not be gated.

- ii. Front Yard: Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews street or fire lanes.
- iii. Side Yard (Corner Lot): Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews street or fire lane.
- iv. Rear Yard: There shall be no minimum setback except for garages. Rear entry garages shall be required; no front entry garages shall be allowed. Individual garages shall access private mews streets. The distance from the garage to the private mews street pavement shall be 3 or less feet in length from the pavement, or shall be 20 feet or greater in length from the pavement.
- v. Lot Depth: Minimum 70 feet.
- vi. Single-family attached uses shall be exempt from the usable open space requirements in Sections 2.809.3 and 2.809.5 of the Comprehensive Zoning Ordinance.
- vii. Height: Minimum height shall be two stories; there shall be no maximum height.
- viii. Maximum lot coverage: 100%

c. Standards for Multifamily Residences and Nonresidential Uses:

- ~~b~~ i. Minimum Nonresidential Floor Area: The ground floor of any building fronting on Town Square, ~~except the south building, shall~~ may be a nonresidential use to a minimum depth of 50 feet back from the facade facing Town Square. ~~The south Buildings facing Town Square is exempt from this requirement, and~~ also be developed entirely for residential uses and ~~This building must~~ shall be developed as single-family residence attached.
- e ii. Maximum ~~Multifamily Residential~~ Density: 35 units per acre
- ~~d~~ iii. Required Front Yard (Town Square): Building facades must be constructed such that 80% of the building face is no less than 10 feet and no more than 20 feet from the parking curb line at Town Square.
- e iv. Minimum Interior Side Yard: None, except as required by building or fire codes.
- f v. Required Rear Yard: Building facades must be constructed such that there is 20 feet from the face of enclosed garage doors to the nearest line of a private way, if a tandem parking space is desired; otherwise a 10 foot setback for the garage from the aisle is required.

g vi. Minimum Floor Area per Dwelling Unit: 400 square feet; in addition, no more than 10 percent of the units may be less than 550 square feet in size.

h vii. Maximum Lot Coverage: None

i viii. Maximum Height: 4 story (65 feet)

j ix. Minimum Height: Two-and-one-half story for the southern building. Three story for the northern and eastern buildings; however, loft or multilevel space may be included in these buildings.

k x. Parking Requirements

i 1. Multifamily: 1 parking space per bedroom (Tandem parking space permitted in 20 feet behind enclosed garage doors.)

ii 2. Nonresidential Uses: 1 space per 300 square feet

iii 3. Community Facilities: No parking required

iv 4. Parking is restricted to quasi-public streets, parking garages or tandem spaces provided for the multifamily residential units. Parking lots are prohibited within this sub-area. Additional parking, if necessary, must be provided offsite, as required by Section 3.1100 of the Comprehensive Zoning Ordinance.

† xi. Landscaping: As required by Section 3.1200, Landscaping Requirements, and Section 4.500, Preston Road Overlay District, of the Comprehensive Zoning Ordinance.

3. Sub-Area C (Multifamily Residential)

a. Uses Permitted: Multifamily residences, retirement housing, and single-family attached.

b. Residential Density

i. Minimum Residential Density: 28 units per acre. Residential units developed in Town Center shall be included in the density. Quasi-public streets required open space areas and the 30-foot landscape edge required along public streets shall be excluded from the density calculation. A minimum of 15 acres, not to exceed 25 acres, shall be developed at a density of 8-12 units per acre. The minimum site area is 5 acres for density of 8-12 units per acre.

ii. Maximum Residential Density: 50 units per acre, not to exceed 1,450 units.

c. Required Front Yard

i. Public Street: 30 feet

ii. Quasi-public Street: Building facades must be constructed such that 80% of the building face is no less than 10 feet and no more than 20 feet from a quasi-public street or the parking curb line on quasi-public streets.

- d. Minimum Side Yard: None, except as required by building and fire codes.
- e. Required Rear Yard: Building facades must be constructed such that there is 20 feet from the face of enclosed garage doors to the nearest line of a private way, if a tandem parking space is desired; otherwise a 10 foot setback for the garage from the aisle is required.
- f. Minimum Floor Area per Dwelling Unit: 400 square feet; in addition, no more than 10% of the units may be less than 550 square feet in size.
- g. Maximum Lot Coverage: None
- h. Maximum Height: 7 story
- i. Minimum Height: 2 story for densities at 8-12 units per acre. Three story for higher density development.
- j. Minimum Usable Open Space
 - i. A minimum of 3 acres of public open space shall be configured to link Sub-Area C to Sub-Area B (Town Center) and Sub-Area D.
 - ii. An illuminated, pedestrian pathway shall be constructed and paved to connect the sub-areas.
 - iii. At least 1 active recreation area shall be created along each pathway containing a minimum contiguous area of 30,000 square feet.
 - iv. One hundred square feet per unit as defined by Section 1.600 of the Comprehensive Zoning Ordinance. Excluded are the required landscaping and the 3 acres of required open space referenced in j.i. above. The open space shall have a minimum width of 15 feet.
- k. Landscaping: As required by Section 3.1200, Landscaping Requirements, and Section 4.500, Preston Road Overlay District, of the Comprehensive Zoning Ordinance.
- l. Parking Requirements for Multifamily Residential: One parking space per bedroom. (Tandem parking space permitted in 20 feet behind enclosed garage doors may be counted toward this requirement.)
- m. Architectural and signage requirements shall be adopted by ordinance prior to approval of any plans.
- n. Phasing: A Certificate of Occupancy shall not be issued for any phase until:

- i. The entire pedestrian greenbelt abutting a particular phase is completed from Town Square to either Sub-Area D or Ohio Dr. and opens to the public.
- ii. The southern and eastern buildings fronting Town Square have been substantially completed.

4. Sub-Area D

- a. Uses Permitted: Same as Sub-Area B, except veterinary clinics are allowed by right and gasoline sales are allowed as an accessory use. Single-family attached residence is prohibited.
- b. Development Options - This property may develop as any one of the following:
 - i. Entirely Nonresidential - A minimum of 30,000 square feet of nonresidential uses must be developed. This requirement may be phased, with the first phase containing a minimum of 15,000 square feet of nonresidential development. Each retail building must have storefronts on at least 2 sides.
 - ii. Mixed Use - A minimum of 30,000 square feet of nonresidential uses must be developed. This requirement may be phased, with the first phase containing a minimum of 15,000 square feet of nonresidential development. Each retail building must have storefronts on at least 2 sides. A maximum of 200 residential units may be developed.
 - iii. Entirely Residential - Residential development shall be constructed in accordance with the regulations contained within this sub-area and the approved preliminary site plan which is attached as a part of this ordinance. A maximum of 120 residential units may be developed.
- c. Maximum Residential Density: 80 units per acre
- d. Minimum Front Yard (Public Streets): 50 feet. This distance may be reduced to 30 feet if no drive aisles or parking areas are located between the street and the building face.
- e. Minimum Setback (Quasi-public Streets): 10 feet from the curb line
- f. Minimum Side Yard: None, except as required by building and fire codes
- g. Minimum Rear Yard: None, except as required by building and fire codes
- h. Minimum Floor Area per Dwelling Unit: Same as Sub-Area B
- i. Maximum Lot Coverage: None

- j. Maximum Height: Same as Sub-Area B
- k. Parking Requirements
 - i. Multifamily Residential: 1 parking space per bedroom
 - ii. Nonresidential Uses: 1 space per 250 square feet
- l. Landscaping: As required by Section 3.1200, Landscaping Requirements, and Section 4.500, Preston Road Overlay District, of the Comprehensive Zoning Ordinance
- m. Architectural and signage requirements shall be adopted by ordinance prior to approval of any plans.

5. Urban Design Standards (Applicable to Sub-Areas A through D)

- a. Quasi-public Streets: 22 feet in width. Within Sub-Area A, the width of the quasi-public streets may be increased to 28 feet. Parking is limited to parallel spaces with angle parking allowed only in the Town Center area and Sub-Area A.
 - i. Open for the use of the public (not gated).
 - ii. Parking permitted on both sides of street with no more than 4 spaces contiguous without a break for street tree and planting island.
 - iii. Sidewalk 6 feet in width required on both sides of street.
- b. Private Ways: 22 feet in width. Can be gated/secured for private use of residents. Twenty foot required setback from edge of private way to face of enclosed garages, if tandem parking space desired, otherwise a 10 foot setback is required. Private ways does not include private mews streets.

6. Architecture and Landscape Design - General Requirements

- a. Definitions:
 - i. Diagonal Greenbelts - Greenbelts located in Sub-Area C connecting to Town Center.
 - ii. Dormer Windows - Windows projecting from a pitched roof.
 - iii. Masonry - Stone, clay-fired brick or tile, exterior plasters, or a combination of these materials.
 - iv. Promenade - An east/west oriented walkway and open space located in Sub-Area A.

- v. Primary Roof - The roof covering enclosed building space.
 - vi. Pathway - A paved walkway within a usable open space connecting a building to a street or greenbelt.
 - vii. Quasi-public Streets - Quasi-public streets are privately owned and maintained drives open to public access. Required quasi-public streets are designated on the zoning exhibit as amended by Exhibits C and D. Additional quasi-public streets proposed by the developer may be designed on subsequent plans approved by the city. A fire lane shall be located within all quasi-public streets. Lots may be platted to quasi-public streets.
 - viii. Streets - A public street or quasi-public street unless otherwise specified.
 - ix. Town Center - All of Sub-Area B.
 - x. Town Square - The public open space and plaza in Sub-Area B.
 - xi. White Rock Creek Greenbelt - The open space area and related facilities in Sub-Area A along White Rock Creek.
- b. Site Plan Review: The procedures and standards contained in Article 5 of the Comprehensive Zoning Ordinance pertaining to site, landscape, and facade plans shall apply unless otherwise specified within this ordinance. The submittal and approval of plans may be phased in accordance with the planned development conditions.
- ~~c. Streetscape~~
- ~~1. Street Furniture and Fixture Program: A standardized street furniture and fixture program shall be developed for the planned development district. It shall include street lights, metal or masonry trash receptacles, metal benches, bike racks, kiosks, mailboxes, and news racks. Design and specification of these items shall be required prior to issuance of a building permit. Lighting fixtures may be varied in Sub-Area A and Sub-Area D to provide adequate parking lot lighting.~~
- c. Street Trees: Along quasi-public streets, trees (4-inch minimum diameter) shall be required at a rate of one per 50 linear feet per side. Exact spacing and location of street trees shall be determined at the time of site plan approval. Along public streets, landscaping requirements shall be those contained in Section 3.1200 of the Comprehensive Zoning Ordinance or those contained within the Preston Road Overlay District as applicable.
- d. Telecommunications Plan: A plan for providing telecommunications service within the district and wireless antenna sites serving the larger area shall be

completed by the property owners within one year of the approval of this ordinance.

- e. Parking: Except as otherwise provided, parking requirements shall be in accordance with Section 3.1100 of the Comprehensive Zoning Ordinance.
 - i. Parking shall be permitted on both sides of quasi-public streets, except where prohibited for vehicular, fire, or pedestrian safety. (See sub-area requirements.)
 - ii. Tandem parking spaces are permitted in front of a multifamily residential garage door provided that the space is assigned to the same unit as is the garage.
 - iii. Parking lot landscaping shall conform to Section 3.1200 of the Comprehensive Zoning Ordinance.
- f. Screening
 - i. The rear and service sides of nonresidential buildings oriented toward residential development or greenbelts and open space shall be screened as provided in Section 3.1000 of the Comprehensive Zoning Ordinance.
 - ii. Roof-mounted equipment, including telecommunication antennas, shall be screened in accordance with Section 3.1000 of the Comprehensive Zoning Ordinance. Telecommunication antennas are permitted (public and private) but must be screened from view or integrated with the architectural detailing of buildings.
 - iii. Where permitted, roof-mounted and ground-mounted mechanical units must be screened from public view. Landscaping may be used to provide screening. Ground-mounted mechanical units may not be placed along the front of a building located in Sub-Areas A, B, or D.
 - iv. Dumpsters shall not be located within 30 feet of a street and shall otherwise be screened from view from streets and greenbelts in accordance with Section 3.1000 of the Comprehensive Zoning Ordinance.
- g. Street Naming and Addressing
 - i. All quasi-public streets shall be named.
 - ii. Except in Sub-Area A, all buildings shall have an individual address and may be named (e.g. The Bentley) but not numbered (e.g. Building 1 or B). Single-family Residence Attached shall be individually addressed.
 - iii. These requirements are subject to the regulations of the U.S. Postal Service, Plano Fire Department, and other applicable agencies and jurisdictions.

h. Building Design

- i. Except for a flat roof screened by a parapet, the minimum pitch of the primary roof shall be 6:12 or greater. Roof extensions over doorways, balconies, and porches may be of any pitch.
 - ii. Roofing materials on sloped roofs shall be limited to masonry, metal, or composition shingles of a minimum weight of 225 lb./square.
 - iii. Unless specified, the exterior surface of a building may be any material allowed by the building and fire codes.
 - iv. No residential garage may face or directly access a street. Garage doors shall be of steel construction.
- i. Miscellaneous: Outdoor storage of consumer goods shall comply with Subsection 3.902(2) of the Comprehensive Zoning Ordinance.

7. Sub-Area A

a. Building Arrangement

- i. Buildings located along the promenade west of Town Square shall be arranged in a pattern generally consistent with that illustrated in Exhibit B, as amended by Exhibits C and D.
- ii. For buildings within (including a portion thereof) 200 feet of the White Rock Creek greenbelt, the following regulations shall apply:
 1. Buildings must connect to the greenbelt by a direct or shared entrance or walkway.
 2. No more than 10% of the required parking may be provided between the rear or service side of a building and the greenbelt.
 3. Buildings less than 10,000 square feet in size shall be placed adjacent to the greenbelt and may not be separated from the greenbelt by a vehicular driveway, service area, or fire lane. Plazas, patios, and open space may be used to connect buildings to the greenbelt. Single-Family Residence Attached uses shall be exempt from this provision.
 4. Freestanding restaurants shall provide an outdoor patio dining area equal to or larger than 20% of the restaurant's gross floor area.

b. Building Design

- i. A minimum of 80% of any exposed exterior wall shall consist of glass or masonry.
- ii. Where visible to the public, the rear of buildings and/or service areas shall be of the same material and finish as the rest of the building.
- iii. The Planning & Zoning Commission may allow concrete, concrete block, or tile to be used on exterior walls that are not visible from streets with site plan approval. Where permitted, alternative finishes must be consistent in color with the remainder of the building, and may be used for the walls of service courts and other facilities that are secluded from view by the specific design of a building or group of buildings.
- iv. The following shall apply to buildings intended for retail occupancy (including restaurants):
 1. A minimum of 50% of the surface area of the first level of the front facade and 25% of the side facades must be glass windows, doors, or display windows. The surface area shall be calculated by multiplying the length of the facade by 15 feet.
 2. Covered walkways must be provided along a minimum of 50% of the length of the front facade and a minimum of 25% of the length of all side facades. This may be done through the use of awnings, arcades, roof overhangs, or similar architectural features.
 3. The rear facades of buildings fronting quasi-public streets shall have rear entrances and shall comply with the glass windows, doors, or display windows and covered walkway standards for front facades in iv.1. and iv.2. above.
- v. The following shall apply to buildings adjacent to the promenade regardless of use:
 1. A minimum of 50% of the surface area of the first level of the facade adjacent to the promenade and 25% of the side facades must be glass windows, doors, or display windows. The surface area shall be calculated by multiplying the length of the facade by 15 feet.
 2. Covered walkways must be provided along a minimum of 50% of the length of the facade adjacent to the promenade and a minimum of 25% of the length of all side facades. This may be done through the use of awnings, arcades, roof overhangs, or similar architectural features.

8. Sub-Area B (Town Center)

a. Building Arrangement

- i. The buildings in Town Center shall be arranged in a pattern generally consistent with that illustrated in Exhibit B, as amended by Exhibits C and D.
- ii. The northern and southern buildings shall be no less than 250 feet in length; the eastern building no less than 150 feet in length. Single-Family Residence Attached uses shall be exempt from this provision.

b. Building Design

- i. Except for windows, doors, and garage doors, the exterior of all building elevations shall be 80% masonry.
- ii. The rear or service side of buildings shall be of the same material and finish as the rest of the building.
- iii. All sloped roofs in Town Center shall utilize the same material, except for roofs over towers or cupolas and accents over doorways, balconies, and porches.
- iv. Windows and glass doors shall comprise 60% of the surface area of the ground floor nonresidential building elevations facing Town Square. Windows shall comprise 30% of all other building elevations.
- v. Except for decorative windows, all residential windows shall be operable. All living area and bedroom windows, except for dormer windows, shall be a minimum of 15 square feet in size.
- vi. All residential units and nonresidential lease space shall have direct or shared access to a street along Town Square.
- vii. All buildings must use 3 or more of the following architectural features: balconies, window awnings, entry stairs and stoops, bay windows or dormer windows.
- viii. The main entrance of each commercial lease space and shared entrances shall be covered or protected in some manner such as an awning, recessed entry, or arcade walkway.
- ix. Outdoor patio or sidewalk dining is allowed. An unrestricted sidewalk, a minimum of 5 feet in width, must be maintained. These areas shall not be included in parking calculations.

- c. Streets: Streets shall have a one-way traffic flow in a counter-clockwise direction around Town Center; however, two-way traffic shall be permitted along the west side of Town Center. On-street parking is limited to angled parking.

9. Sub-Area C

a. Building Arrangement

- i. Buildings shall be placed square to streets and diagonal greenbelts illustrated in Exhibit B, as amended by Exhibits C and D. Where a building abuts 2 or more streets or a greenbelt, the primary quasi-public street shall take priority in determining building orientation.
- ii. Buildings shall be arranged in rows, squares, and similar geometric patterns to create corridors and courtyards.
- iii. Along streets, buildings shall not be separated by more than 40 feet, unless they are separated by an intersecting street, in which case they may be separated by no more than 75 feet.

b. Building Design

- i. Except for windows, doors, and garage doors, the exterior of all building elevations shall be 80% masonry.
- ii. Flat primary roofs are prohibited in this sub-area.
- iii. All building elevations facing streets, greenbelts, and pathways shall contain windows occupying 30% or more of the elevation.
- iv. Except for decorative windows, all residential windows shall be operable. The windows in living areas and bedrooms, except for dormer windows, shall be a minimum of 15 square feet in size.
- v. All units must have either direct or shared access to a quasi-public street, greenbelt, or pathway.
- vi. All stairs (except entry stairs and stoops to individual units and shared hallways) and elevated walkways shall be substantially screened from view from streets and open space pathways.
- vii. All buildings must use 3 or more of the following architectural features: balconies, window awnings, entry stairs and stoops, bay windows, or dormer windows.
- viii. A minimum of 3 architectural styles shall be developed within Sub-Area C. Each style shall include a set of common elements such as massing

and articulation, materials, doors, windows, etc. Any one phase may consist of a single architectural style.

- ix. Each building within a specific style group must use architectural detailing, as listed in viii. above, to achieve a unique identity; however, basic building dimensions may remain the same.
- x. A facade plan illustrating the compliance of the prototypical design of each building style with these provisions shall be submitted concurrent with the site plan for each phase.

c. Parking

- i. Parking on quasi-public streets is limited to parallel parking. No more than 4 parking spaces may be placed in a row without a break (minimum 6 feet wide).
- ii. Parking lots, garages, carports, and parking structures must be screened from streets and greenbelts by buildings, walls, or landscaping, or a combination of the three.

10. Sub-Area D

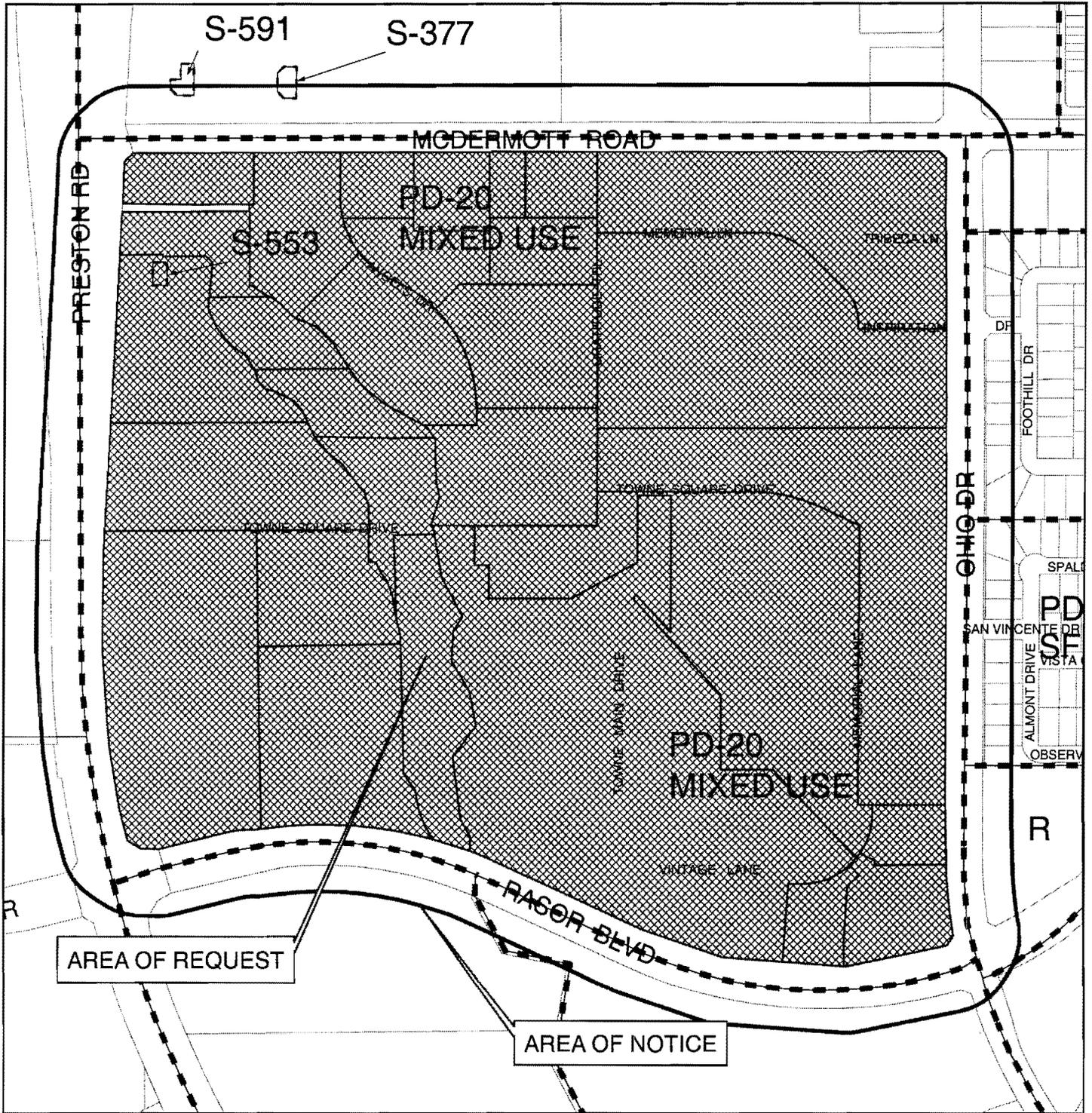
a. Building Arrangement

- i. The buildings in Sub-Area D shall be arranged in a pattern generally consistent with that illustrated in Exhibit B, as amended by Exhibits C and D.
- ii. Building entries and storefronts shall be arranged to access both public streets and the adjacent quasi-public street in Sub-Area C.

b. Building Design

- i. Except for windows, doors, and garage doors, the exterior of all building elevations shall be 80% masonry.
- ii. Where visible to the public, the rear of buildings and/or service areas shall be of the same material and finish as the rest of the building.
- iii. All sloped roofs in Sub-Area D shall utilize the same material, except for roofs over towers or cupolas and accents over doorways, balconies, and porches.
- iv. Windows and class doors shall comprise 60% of the ground floor building elevations facing Robinson Road and Ohio Drive. Windows shall comprise 30% of the remaining elevations.

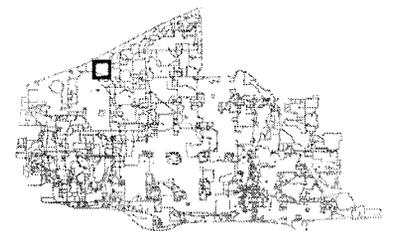
- v. Except for decorative windows, all residential windows shall be operable. All living area and bedroom windows, except for dormer windows, shall be a minimum of 15 square feet in size.
- vi. All buildings must use 3 or more of the following architectural features: balconies, window awnings, entry stairs and stoops, bay windows, or dormer windows.
- vii. A special building element such as a tower, cupola, spire, or taller roof form shall be constructed to terminate the diagonal open space axis originating in Town Center. This building element shall extend a minimum of 10 feet above the height of the adjacent building(s).
- viii. The main entrance of each commercial lease space or shared entrance shall be covered or protected in some manner such as an awning, recessed entry, or arcade walkway.
- ix. Outdoor patio or sidewalk dining is allowed. An unrestricted sidewalk, a minimum of 5 feet in width, must be maintained. These areas shall not be included in parking calculations.

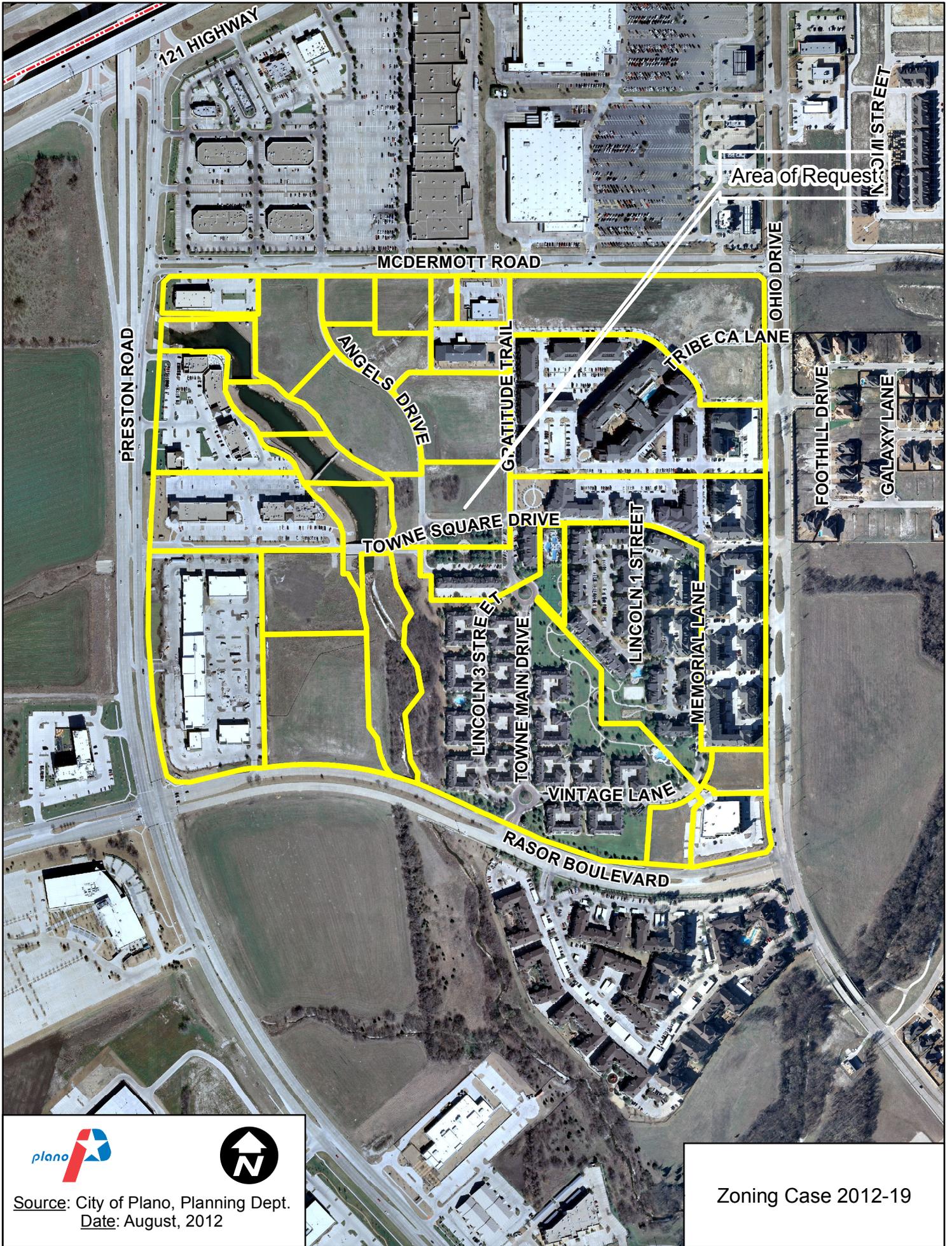


Zoning Case #: 2012-19

Existing Zoning: PLANNED DEVELOPMENT-20-MIXED USE/
PRESTON ROAD & STATE HIGHWAY 121 OVERLAY DISTRICTS

○ 200' Notification Buffer





Area of Request

121 HIGHWAY

OHIO STREET

MCDERMOTT ROAD

OHIO DRIVE

PRESTON ROAD

ANGELS DRIVE

TRIBE CA LANE

GRATITUDE TRAIL

FOOTHILL DRIVE

GALAXY LANE

TOWNE SQUARE DRIVE

LINCOLN 1 STREET

MEMORIAL LANE

LINCOLN 3 STREET

TOWNE MAIN DRIVE

VINTAGE LANE

RASOR BOULEVARD

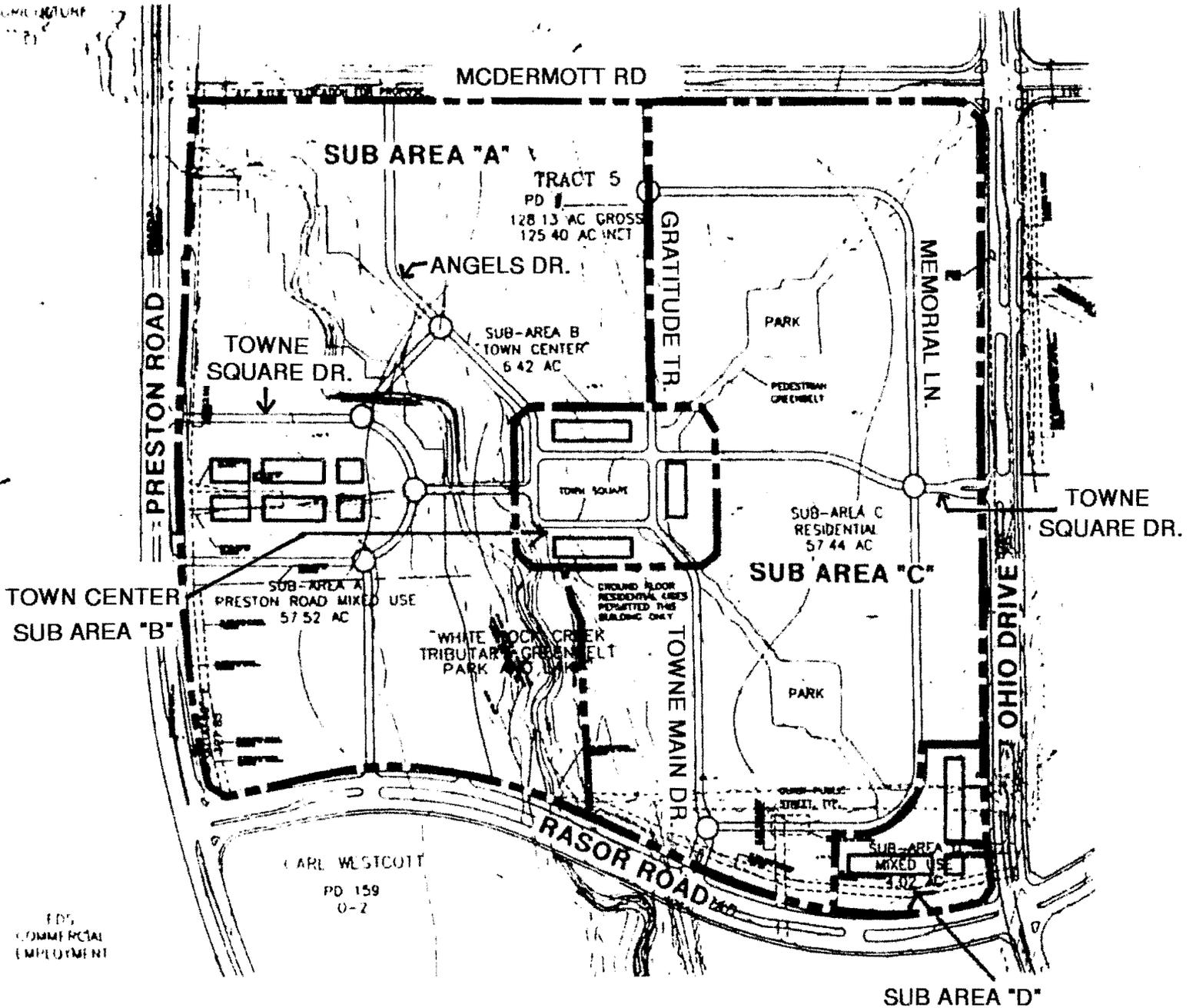


Source: City of Plano, Planning Dept.
Date: August, 2012

Zoning Case 2012-19

PD-20-MU SUBAREA MAP

(FOR INFORMATIONAL PURPOSES ONLY)



EDS
COMMERCIAL
EMPLOYMENT

Zoning Case 2012-19

An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-20-Mixed Use on 135.3± acres out of the William Brown Survey, Abstract No. 66, located at the northeast corner of Preston Road and Rasor Boulevard in the City of Plano, Collin County, Texas, to modify the development standards related to Single-Family Residence Attached uses; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 13th day of August, 2012, for the purpose of considering amending Planned Development-20-Mixed Use on 135.3± acres out of the William Brown Survey, Abstract No. 66, located at the northeast corner of Preston Road and Rasor Boulevard in the City of Plano, Collin County, Texas to modify the development standards related to Single-Family Residence Attached uses; 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 13th day of August, 2012; and

WHEREAS, the City Council is of the opinion and finds that such amendment would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to amend Planned Development-20-Mixed Use on 135.3± acres out of the William Brown Survey, Abstract No. 66, located at the northeast corner of Preston Road and Rasor Boulevard in the

City of Plano, Collin County, Texas, to modify the development standards related to Single-Family Residence Attached uses, 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:

Restrictions:

The map attached hereto as Exhibit B, as amended by Exhibits C and D is hereby adopted as part of this ordinance.

1. Sub-Area A (Preston Rd. Mixed Use)

a. Uses Permitted

- i. By Right: All those uses permitted in the Retail, Office-2 districts, 1 regional theater and single-family attached residences.
- ii. By Specific Use Permit: All those uses permitted by specific use permit in the Retail and Office-2 districts, plus multifamily. Multifamily residential units are limited to the second floor and above and may not exceed 10% of total floor area in Sub-Area A.

b. Standards for Retail, Office-2 districts and 1 regional theater

- i. Minimum Front Yard: 50 feet; however, this distance may be reduced to 30 feet if no parking or drive aisles are located between the building face and the street.
- ii. Minimum Side Yard: None, except as required by building or fire codes.
- iii. Minimum Rear Yard: None, except as required by building or fire codes.
- iv. Maximum Height: 8 stories. Maximum height for parking structures is 3 levels above grade.
- v. Parking Requirements: As required by Section 3.1100 of the Comprehensive Zoning Ordinance, except multifamily residence, which shall be parked at 1 space per bedroom.
- vi. A minimum of 12.0± acres of land along the White Rock Creek shall be maintained as open space and shall be open to the public at all times.

- vii. Landscaping: As required by Section 3.1200, Landscaping Requirements, and Section 4.500, Preston Road Overlay District, of the Comprehensive Zoning Ordinance.

c. Standards for Single-Family Residence Attached (SF-A) development

Single-Family Residence Attached shall be developed according to Subsection 2.809 (Single-Family Residence Attached) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance except for the following:

- i. Single-family residence attached lots shall abut a quasi-public street or private mews street as the only point of street frontage and access. Mews streets shall be provided in accordance with the following:

Private mews streets are designed to provide garage and service access to individual lots. The minimum design standard for mews streets is 28 feet of easement with a minimum 22 feet of paved drive lane. Parkways must be paved with a contrasting material. No parking is allowed on mews streets unless additional easement width is provided. Private mews streets shall not be gated.

- ii. Front Yard: Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews street or fire lanes.
- iii. Side Yard (Corner Lot): Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews street or fire lane.
- iv. Rear Yard: There shall be no minimum setback except for garages. Rear entry garages shall be required; no front entry garages shall be allowed. Individual garages shall access private mews streets. The distance from the garage to the private mews street pavement shall be 3 or less feet in length from the pavement, or shall be 20 feet or greater in length from the pavement.
- v. Lot Depth: Minimum 70 feet.
- vi. Single-family attached uses shall be exempt from the usable open space requirements in Sections 2.809.3 and 2.809.5 of the Comprehensive Zoning Ordinance.
- vii. Height: Minimum height shall be two stories; there shall be no maximum height.

viii. Maximum lot coverage: 100%

d. Phasing

- i. A Certificate of Occupancy shall not be issued until the White Rock Creek tributary greenbelt park and lake are completed and available for public access.
- ii. A Certificate of Occupancy shall not be issued for a regional theater or any property abutting the proposed Type "D" thoroughfare between Preston Rd. and Ohio Dr. until the southern half of the street is completed.

2. Sub-Area B (Town Center)

a. Uses Permitted

- i. Multifamily residences and single family attached residences
- ii. Recreation center (public and private)
- iii. Post office
- iv. Private club
- v. All office uses
- vi. All uses permitted in the Retail district except the following:
 1. Dry cleaning plant
 2. Indoor commercial amusement
 3. Mortuary/funeral parlor
 4. Motel/hotel
 5. Residence hotel
 6. Small engine repair shop
 7. Theater
 8. Tool rental shop

9. Veterinary clinic/kennel
 10. Automotive parts sales
 11. Automobile repair-minor/service station
 12. Car wash
 13. Building materials and hardware
 14. Tire dealer
- vii. No single occupancy may exceed 7,500 square feet except as permitted by specific use permit.

b. Standards for Single-Family Residence Attached (SF-A) development

Single-Family Residence Attached shall be developed according to Subsection 2.809 (Single-Family Residence Attached) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance except for the following:

- i. Single-family residence attached lots shall abut a quasi-public street or private mews street as the only point of street frontage and access. Mews streets shall be provided in accordance with the following:

Private mews streets are designed to provide garage and service access to individual lots. The minimum design standard for mews streets is 28 feet of easement with a minimum 22 feet of paved drive lane. Parkways must be paved with a contrasting material. No parking is allowed on mews streets unless additional easement width is provided. Private mews streets shall not be gated.

- ii. Front Yard: Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews street or fire lanes.
- iii. Side Yard (Corner Lot): Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews street or fire lane.
- iv. Rear Yard: There shall be no minimum setback except for garages. Rear entry garages shall be required; no front entry garages shall be allowed. Individual garages shall access private mews streets. The distance from the garage to the private mews street pavement shall be 3 or less feet in length from the pavement, or shall be 20 feet or greater in length from the pavement.

- v. Lot Depth: Minimum 70 feet.
 - vi. Single-family attached uses shall be exempt from the usable open space requirements in Sections 2.809.3 and 2.809.5 of the Comprehensive Zoning Ordinance.
 - vii. Height: Minimum height shall be two stories; there shall be no maximum height.
 - viii. Maximum lot coverage: 100%
- c. Standards for Multifamily Residences and Nonresidential Uses:
- i. Minimum Nonresidential Floor Area: The ground floor of any building fronting on Town Square may be a nonresidential use to a minimum depth of 50 feet back from the facade facing Town Square. Buildings facing Town Square may also be developed entirely for residential uses and shall be developed as single-family residence attached.
 - ii. Maximum Multifamily Density: 35 units per acre
 - iii. Required Front Yard (Town Square): Building facades must be constructed such that 80% of the building face is no less than 10 feet and no more than 20 feet from the parking curb line at Town Square.
 - iv. Minimum Interior Side Yard: None, except as required by building or fire codes.
 - v. Required Rear Yard: Building facades must be constructed such that there is 20 feet from the face of enclosed garage doors to the nearest line of a private way, if a tandem parking space is desired; otherwise a 10 foot setback for the garage from the aisle is required.
 - vi. Minimum Floor Area per Dwelling Unit: 400 square feet; in addition, no more than 10 percent of the units may be less than 550 square feet in size.
 - vii. Maximum Lot Coverage: None
 - viii. Maximum Height: 4 story (65 feet)
 - ix. Minimum Height: Two-and-one-half story for the southern building. Three story for the northern and eastern buildings; however, loft or multilevel space may be included in these buildings.
 - x. Parking Requirements

1. Multifamily: 1 parking space per bedroom (Tandem parking space permitted in 20 feet behind enclosed garage doors.)
 2. Nonresidential Uses: 1 space per 300 square feet
 3. Community Facilities: No parking required
 4. Parking is restricted to quasi-public streets, parking garages or tandem spaces provided for the multifamily residential units. Parking lots are prohibited within this sub-area. Additional parking, if necessary, must be provided offsite, as required by Section 3.1100 of the Comprehensive Zoning Ordinance.
- xi. Landscaping: As required by Section 3.1200, Landscaping Requirements, and Section 4.500, Preston Road Overlay District, of the Comprehensive Zoning Ordinance.
3. Sub-Area C (Multifamily Residential)
- a. Uses Permitted: Multifamily residences, retirement housing, and single-family attached.
 - b. Residential Density
 - i. Minimum Residential Density: 28 units per acre. Residential units developed in Town Center shall be included in the density. Quasi-public streets required open space areas and the 30-foot landscape edge required along public streets shall be excluded from the density calculation. A minimum of 15 acres, not to exceed 25 acres, shall be developed at a density of 8-12 units per acre. The minimum site area is 5 acres for density of 8-12 units per acre.
 - ii. Maximum Residential Density: 50 units per acre, not to exceed 1,450 units.
 - c. Required Front Yard
 - i. Public Street: 30 feet
 - ii. Quasi-public Street: Building facades must be constructed such that 80% of the building face is no less than 10 feet and no more than 20 feet from a quasi-public street or the parking curb line on quasi-public streets.
 - d. Minimum Side Yard: None, except as required by building and fire codes.

- e. Required Rear Yard: Building facades must be constructed such that there is 20 feet from the face of enclosed garage doors to the nearest line of a private way, if a tandem parking space is desired; otherwise a 10 foot setback for the garage from the aisle is required.
- f. Minimum Floor Area per Dwelling Unit: 400 square feet; in addition, no more than 10% of the units may be less than 550 square feet in size.
- g. Maximum Lot Coverage: None
- h. Maximum Height: 7 story
- i. Minimum Height: 2 story for densities at 8-12 units per acre. Three story for higher density development.
- j. Minimum Usable Open Space
 - i. A minimum of 3 acres of public open space shall be configured to link Sub-Area C to Sub-Area B (Town Center) and Sub-Area D.
 - ii. An illuminated, pedestrian pathway shall be constructed and paved to connect the sub-areas.
 - iii. At least 1 active recreation area shall be created along each pathway containing a minimum contiguous area of 30,000 square feet.
 - iv. One hundred square feet per unit as defined by Section 1.600 of the Comprehensive Zoning Ordinance. Excluded are the required landscaping and the 3 acres of required open space referenced in j.i. above. The open space shall have a minimum width of 15 feet.
- k. Landscaping: As required by Section 3.1200, Landscaping Requirements, and Section 4.500, Preston Road Overlay District, of the Comprehensive Zoning Ordinance.
- l. Parking Requirements for Multifamily Residential: One parking space per bedroom. (Tandem parking space permitted in 20 feet behind enclosed garage doors may be counted toward this requirement.)
- m. Architectural and signage requirements shall be adopted by ordinance prior to approval of any plans.
- n. Phasing: A Certificate of Occupancy shall not be issued for any phase until:

- i. The entire pedestrian greenbelt abutting a particular phase is completed from Town Square to either Sub-Area D or Ohio Dr. and opens to the public.
- ii. The southern and eastern buildings fronting Town Square have been substantially completed.

4. Sub-Area D

- a. Uses Permitted: Same as Sub-Area B, except veterinary clinics are allowed by right and gasoline sales are allowed as an accessory use. Single-family attached residence is prohibited.
- b. Development Options - This property may develop as any one of the following:
 - i. Entirely Nonresidential - A minimum of 30,000 square feet of nonresidential uses must be developed. This requirement may be phased, with the first phase containing a minimum of 15,000 square feet of nonresidential development. Each retail building must have storefronts on at least 2 sides.
 - ii. Mixed Use - A minimum of 30,000 square feet of nonresidential uses must be developed. This requirement may be phased, with the first phase containing a minimum of 15,000 square feet of nonresidential development. Each retail building must have storefronts on at least 2 sides. A maximum of 200 residential units may be developed.
 - iii. Entirely Residential - Residential development shall be constructed in accordance with the regulations contained within this sub-area and the approved preliminary site plan which is attached as a part of this ordinance. A maximum of 120 residential units may be developed.
- c. Maximum Residential Density: 80 units per acre
- d. Minimum Front Yard (Public Streets): 50 feet. This distance may be reduced to 30 feet if no drive aisles or parking areas are located between the street and the building face.
- e. Minimum Setback (Quasi-public Streets): 10 feet from the curb line
- f. Minimum Side Yard: None, except as required by building and fire codes
- g. Minimum Rear Yard: None, except as required by building and fire codes
- h. Minimum Floor Area per Dwelling Unit: Same as Sub-Area B

- i. Maximum Lot Coverage: None
 - j. Maximum Height: Same as Sub-Area B
 - k. Parking Requirements
 - i. Multifamily Residential: 1 parking space per bedroom
 - ii. Nonresidential Uses: 1 space per 250 square feet
 - l. Landscaping: As required by Section 3.1200, Landscaping Requirements, and Section 4.500, Preston Road Overlay District, of the Comprehensive Zoning Ordinance
 - m. Architectural and signage requirements shall be adopted by ordinance prior to approval of any plans.
5. Urban Design Standards (Applicable to Sub-Areas A through D)
- a. Quasi-public Streets: 22 feet in width. Within Sub-Area A, the width of the quasi-public streets may be increased to 28 feet. Parking is limited to parallel spaces with angle parking allowed only in the Town Center area and Sub-Area A.
 - i. Open for the use of the public (not gated).
 - ii. Parking permitted on both sides of street with no more than 4 spaces contiguous without a break for street tree and planting island.
 - iii. Sidewalk 6 feet in width required on both sides of street.
 - b. Private Ways: 22 feet in width. Can be gated/secured for private use of residents. Twenty foot required setback from edge of private way to face of enclosed garages, if tandem parking space desired, otherwise a 10 foot setback is required. Private ways does not include private mews streets.
6. Architecture and Landscape Design - General Requirements
- a. Definitions:
 - i. Diagonal Greenbelts - Greenbelts located in Sub-Area C connecting to Town Center.
 - ii. Dormer Windows - Windows projecting from a pitched roof.

- iii. Masonry - Stone, clay-fired brick or tile, exterior plasters, or a combination of these materials.
 - iv. Promenade - An east/west oriented walkway and open space located in Sub-Area A.
 - v. Primary Roof - The roof covering enclosed building space.
 - vi. Pathway - A paved walkway within a usable open space connecting a building to a street or greenbelt.
 - vii. Quasi-public Streets - Quasi-public streets are privately owned and maintained drives open to public access. Required quasi-public streets are designated on the zoning exhibit as amended by Exhibits C and D. Additional quasi-public streets proposed by the developer may be designed on subsequent plans approved by the city. A fire lane shall be located within all quasi-public streets. Lots may be platted to quasi-public streets.
 - viii. Streets - A public street or quasi-public street unless otherwise specified.
 - ix. Town Center - All of Sub-Area B.
 - x. Town Square - The public open space and plaza in Sub-Area B.
 - xi. White Rock Creek Greenbelt - The open space area and related facilities in Sub-Area A along White Rock Creek.
- b. Site Plan Review: The procedures and standards contained in Article 5 of the Comprehensive Zoning Ordinance pertaining to site, landscape, and facade plans shall apply unless otherwise specified within this ordinance. The submittal and approval of plans may be phased in accordance with the planned development conditions.
 - c. Street Trees: Along quasi-public streets, trees (4-inch minimum diameter) shall be required at a rate of one per 50 linear feet per side. Exact spacing and location of street trees shall be determined at the time of site plan approval. Along public streets, landscaping requirements shall be those contained in Section 3.1200 of the Comprehensive Zoning Ordinance or those contained within the Preston Road Overlay District as applicable.
 - d. Telecommunications Plan: A plan for providing telecommunications service within the district and wireless antenna sites serving the larger area shall be

completed by the property owners within one year of the approval of this ordinance.

e. Parking: Except as otherwise provided, parking requirements shall be in accordance with Section 3.1100 of the Comprehensive Zoning Ordinance.

i. Parking shall be permitted on both sides of quasi-public streets, except where prohibited for vehicular, fire, or pedestrian safety. (See sub-area requirements.)

ii. Tandem parking spaces are permitted in front of a multifamily-residential garage door provided that the space is assigned to the same unit as is the garage.

iii. Parking lot landscaping shall conform to Section 3.1200 of the Comprehensive Zoning Ordinance.

f. Screening

i. The rear and service sides of nonresidential buildings oriented toward residential development or greenbelts and open space shall be screened as provided in Section 3.1000 of the Comprehensive Zoning Ordinance.

ii. Roof-mounted equipment, including telecommunication antennas, shall be screened in accordance with Section 3.1000 of the Comprehensive Zoning Ordinance. Telecommunication antennas are permitted (public and private) but must be screened from view or integrated with the architectural detailing of buildings.

iii. Where permitted, roof-mounted and ground-mounted mechanical units must be screened from public view. Landscaping may be used to provide screening. Ground-mounted mechanical units may not be placed along the front of a building located in Sub-Areas A, B, or D.

iv. Dumpsters shall not be located within 30 feet of a street and shall otherwise be screened from view from streets and greenbelts in accordance with Section 3.1000 of the Comprehensive Zoning Ordinance.

g. Street Naming and Addressing

i. All quasi-public streets shall be named.

ii. Except in Sub-Area A, all buildings shall have an individual address and may be named (e.g. The Bentley) but not numbered (e.g. Building 1 or B). Single-family Residence Attached shall be individually addressed.

- iii. These requirements are subject to the regulations of the U.S. Postal Service, Plano Fire Department, and other applicable agencies and jurisdictions.

h. Building Design

- i. Except for a flat roof screened by a parapet, the minimum pitch of the primary roof shall be 6:12 or greater. Roof extensions over doorways, balconies, and porches may be of any pitch.
 - ii. Roofing materials on sloped roofs shall be limited to masonry, metal, or composition shingles of a minimum weight of 225 lb./square.
 - iii. Unless specified, the exterior surface of a building may be any material allowed by the building and fire codes.
 - iv. No residential garage may face or directly access a street. Garage doors shall be of steel construction.
- i. Miscellaneous: Outdoor storage of consumer goods shall comply with Subsection 3.902.2. of the Comprehensive Zoning Ordinance.

7. Sub-Area A

a. Building Arrangement

- i. Buildings located along the promenade west of Town Square shall be arranged in a pattern generally consistent with that illustrated in Exhibit B, as amended by Exhibits C and D.
- ii. For buildings within (including a portion thereof) 200 feet of the White Rock Creek greenbelt, the following regulations shall apply:
 - 1. Buildings must connect to the greenbelt by a direct or shared entrance or walkway.
 - 2. No more than 10% of the required parking may be provided between the rear or service side of a building and the greenbelt.
 - 3. Buildings less than 10,000 square feet in size shall be placed adjacent to the greenbelt and may not be separated from the greenbelt by a vehicular driveway, service area, or fire lane. Plazas, patios, and open space may be used to connect buildings to the

greenbelt. Single-Family Residence Attached uses shall be exempt from this provision.

4. Freestanding restaurants shall provide an outdoor patio dining area equal to or larger than 20% of the restaurant's gross floor area.

b. Building Design

- i. A minimum of 80% of any exposed exterior wall shall consist of glass or masonry.
- ii. Where visible to the public, the rear of buildings and/or service areas shall be of the same material and finish as the rest of the building.
- iii. The Planning & Zoning Commission may allow concrete, concrete block, or tile to be used on exterior walls that are not visible from streets with site plan approval. Where permitted, alternative finishes must be consistent in color with the remainder of the building, and may be used for the walls of service courts and other facilities that are secluded from view by the specific design of a building or group of buildings.
- iv. The following shall apply to buildings intended for retail occupancy (including restaurants):
 1. A minimum of 50% of the surface area of the first level of the front facade and 25% of the side facades must be glass windows, doors, or display windows. The surface area shall be calculated by multiplying the length of the facade by 15 feet.
 2. Covered walkways must be provided along a minimum of 50% of the length of the front facade and a minimum of 25% of the length of all side facades. This may be done through the use of awnings, arcades, roof overhangs, or similar architectural features.
 3. The rear facades of buildings fronting quasi-public streets shall have rear entrances and shall comply with the glass windows, doors, or display windows and covered walkway standards for front facades in iv.1. and iv.2. above.
- v. The following shall apply to buildings adjacent to the promenade regardless of use:
 1. A minimum of 50% of the surface area of the first level of the facade adjacent to the promenade and 25% of the side facades must be

glass windows, doors, or display windows. The surface area shall be calculated by multiplying the length of the facade by 15 feet.

2. Covered walkways must be provided along a minimum of 50% of the length of the facade adjacent to the promenade and a minimum of 25% of the length of all side facades. This may be done through the use of awnings, arcades, roof overhangs, or similar architectural features.

8. Sub-Area B (Town Center)

a. Building Arrangement

- i. The buildings in Town Center shall be arranged in a pattern generally consistent with that illustrated in Exhibit B, as amended by Exhibits C and D.
- ii. The northern and southern buildings shall be no less than 250 feet in length; the eastern building no less than 150 feet in length. Single-Family Residence Attached uses shall be exempt from this provision.

b. Building Design

- i. Except for windows, doors, and garage doors, the exterior of all building elevations shall be 80% masonry.
- ii. The rear or service side of buildings shall be of the same material and finish as the rest of the building.
- iii. All sloped roofs in Town Center shall utilize the same material, except for roofs over towers or cupolas and accents over doorways, balconies, and porches.
- iv. Windows and glass doors shall comprise 60% of the surface area of the ground floor nonresidential building elevations facing Town Square. Windows shall comprise 30% of all other building elevations.
- v. Except for decorative windows, all residential windows shall be operable. All living area and bedroom windows, except for dormer windows, shall be a minimum of 15 square feet in size.
- vi. All residential units and nonresidential lease space shall have direct or shared access to a street along Town Square.

- vii. All buildings must use 3 or more of the following architectural features: balconies, window awnings, entry stairs and stoops, bay windows or dormer windows.
 - viii. The main entrance of each commercial lease space and shared entrances shall be covered or protected in some manner such as an awning, recessed entry, or arcade walkway.
 - ix. Outdoor patio or sidewalk dining is allowed. An unrestricted sidewalk, a minimum of 5 feet in width, must be maintained. These areas shall not be included in parking calculations.
- c. Streets: Streets shall have a one-way traffic flow in a counter-clockwise direction around Town Center; however, two-way traffic shall be permitted along the west side of Town Center. On-street parking is limited to angled parking.

9. Sub-Area C

a. Building Arrangement

- i. Buildings shall be placed square to streets and diagonal greenbelts illustrated in Exhibit B, as amended by Exhibits C and D. Where a building abuts 2 or more streets or a greenbelt, the primary quasi-public street shall take priority in determining building orientation.
- ii. Buildings shall be arranged in rows, squares, and similar geometric patterns to create corridors and courtyards.
- iii. Along streets, buildings shall not be separated by more than 40 feet, unless they are separated by an intersecting street, in which case they may be separated by no more than 75 feet.

b. Building Design

- i. Except for windows, doors, and garage doors, the exterior of all building elevations shall be 80% masonry.
- ii. Flat primary roofs are prohibited in this sub-area.
- iii. All building elevations facing streets, greenbelts, and pathways shall contain windows occupying 30% or more of the elevation.

- iv. Except for decorative windows, all residential windows shall be operable. The windows in living areas and bedrooms, except for dormer windows, shall be a minimum of 15 square feet in size.
- v. All units must have either direct or shared access to a quasi-public street, greenbelt, or pathway.
- vi. All stairs (except entry stairs and stoops to individual units and shared hallways) and elevated walkways shall be substantially screened from view from streets and open space pathways.
- vii. All buildings must use 3 or more of the following architectural features: balconies, window awnings, entry stairs and stoops, bay windows, or dormer windows.
- viii. A minimum of 3 architectural styles shall be developed within Sub-Area C. Each style shall include a set of common elements such as massing and articulation, materials, doors, windows, etc. Any one phase may consist of a single architectural style.
- ix. Each building within a specific style group must use architectural detailing, as listed in viii. above, to achieve a unique identity; however, basic building dimensions may remain the same.
- x. A facade plan illustrating the compliance of the prototypical design of each building style with these provisions shall be submitted concurrent with the site plan for each phase.

c. Parking

- i. Parking on quasi-public streets is limited to parallel parking. No more than 4 parking spaces may be placed in a row without a break (minimum 6 feet wide).
- ii. Parking lots, garages, carports, and parking structures must be screened from streets and greenbelts by buildings, walls, or landscaping, or a combination of the three.

10. Sub-Area D

a. Building Arrangement

- i. The buildings in Sub-Area D shall be arranged in a pattern generally consistent with that illustrated in Exhibit B, as amended by Exhibits C and D.

- ii. Building entries and storefronts shall be arranged to access both public streets and the adjacent quasi-public street in Sub-Area C.
- b. Building Design
- i. Except for windows, doors, and garage doors, the exterior of all building elevations shall be 80% masonry.
 - ii. Where visible to the public, the rear of buildings and/or service areas shall be of the same material and finish as the rest of the building.
 - iii. All sloped roofs in Sub-Area D shall utilize the same material, except for roofs over towers or cupolas and accents over doorways, balconies, and porches.
 - iv. Windows and glass doors shall comprise 60% of the ground floor building elevations facing Robinson Road and Ohio Drive. Windows shall comprise 30% of the remaining elevations.
 - v. Except for decorative windows, all residential windows shall be operable. All living area and bedroom windows, except for dormer windows, shall be a minimum of 15 square feet in size.
 - vi. All buildings must use 3 or more of the following architectural features: balconies, window awnings, entry stairs and stoops, bay windows, or dormer windows.
 - vii. A special building element such as a tower, cupola, spire, or taller roof form shall be constructed to terminate the diagonal open space axis originating in Town Center. This building element shall extend a minimum of 10 feet above the height of the adjacent building(s).
 - viii. The main entrance of each commercial lease space or shared entrance shall be covered or protected in some manner such as an awning, recessed entry, or arcade walkway.
 - ix. Outdoor patio or sidewalk dining is allowed. An unrestricted sidewalk, a minimum of 5 feet in width, must be maintained. These areas shall not be included in parking calculations.

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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and 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 13TH DAY OF AUGUST 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ZONING CASE 2012-19

BEING a tract of land, situated in the William Brown Survey, Abstract No. 66 in the City of Plano, Collin County, Texas, and being a portion of a called "Tract 3" as conveyed to Preston/121 Joint Venture and evidenced in a Deed recorded in County Clerk's File No. 95-0039500, a portion of a tract of land as conveyed to Preston/121 Joint Venture and evidenced in a Deed recorded in County Clerk's File No. 95-0039457, a portion of a tract of land as conveyed to Preston/121 Joint Venture and evidenced in a Deed recorded in County Clerk's File No. 95-0039492, a portion of a tract of land as conveyed to Preston/121 Joint Venture and evidenced in a Deed recorded in County Clerk's File No. 95-0039502 and a portion of a tract of land as conveyed to Preston/121 Joint Venture and evidenced in a Deed recorded in County Clerk's File No. 95-0039490 all of the Official Public Land Records of Collin County, Texas, (O.P.L.R.C.C.T.), and being more particularly described by metes and bounds as follows (bearings on the Deed to the City of Plano as recorded in County Clerk's File No. 96-0108189 C.P.L.R.C.C.T.):

BEGINNING at a 5/8-inch iron rod set for the northeast corner of a tract of land as conveyed to the City of Plano and evidenced in a Deed recorded in County Clerk's File No. 96-0072860 O.P.L.R.C.C.T.; same being on the south line of a tract of land as conveyed to Mixon Enterprises and evidenced in a Deed recorded in Volume 2160, Page 927 O.P.L.R.C.C.T.;

THENCE South, 89° 42' 31" East, along the south line of said Mixon Enterprises, a distance of 609.31 feet to a 5/8-inch iron rod found for an angle point;

THENCE South, 89° 38' 49" East, continuing along said south line, a distance of 1,916.31 feet to the northeast corner of said Tract 3;

THENCE in a southerly direction, along the east line of said Tract 3, the following:

South, 00° 14' 32" West, a distance of 459.64 feet to a point of corner;

South, 00° 37' 06" West, a distance of 78.53 feet to a point for corner;

South, 00° 19' 13" West, a distance of 569.95 feet to a point for corner;

South, 00° 15' 39" West, a distance of 45.57 feet to a point for corner;

South, 00° 16' 44" East, a distance of 155.02 feet to a point for corner;

South, 00° 26' 30" West, a distance of 817.97 feet to the beginning of a curve to the left;

THENCE in a southerly direction, along the arc of said curve to the left, having a central angle of $12^{\circ} 42' 25''$ East, a radius of 1,400.00 feet and an arc length of 310.49 feet to the curving centerline of proposed Rasor Road, said curve being a non-tangent curve to the right;

THENCE in a westerly direction, along the centerline of said proposed Rasor Road, the following:

Along the arc of said curve to the right, having a central angle of $03^{\circ} 31' 44''$, a radius of 1,100.00 feet and an arc length at 67.75 feet to the end of said curve, same being the beginning of a curve to the right;

Along the arc of said curve to the right, having a central angle of $40^{\circ} 35' 06''$, a radius of 1,400.00 feet and an arc length at 993.31 feet to the end of said curve;

North, $65^{\circ} 07' 47''$ West, a distance of 486.47 feet to a 1/2-inch iron rod found for the beginning of a curve to the left;

Along the arc of said curve to the left, having a central angle of $38^{\circ} 56' 16''$, a radius of 1,200.00 feet and an arc length of 815.51 feet to a point for corner;

South $75^{\circ} 55' 58''$ West, a distance of 264.05 feet to a point for corner on the east right-of-way line of State Highway No. 289;

THENCE in a northerly direction, along the east right-of-way line of said State Highway No. 289, the following:

North, $13^{\circ} 31' 55''$ West, a distance of 215.85 feet to 1/2-inch iron rod found for a corner;

North, $08^{\circ} 05' 04''$ West, a distance of 200.64 feet to a point for corner;

North, $03^{\circ} 34' 02''$ West, a distance of 292.54 feet to a point for corner;

North, $88^{\circ} 45' 09''$ East, a distance of 10.14 feet to a point for corner;

North, $00^{\circ} 33' 57''$ East, a distance of 247.62 feet to a point for corner;

North, $00^{\circ} 27' 45''$ West, a distance of 362.34 feet to a point for corner;

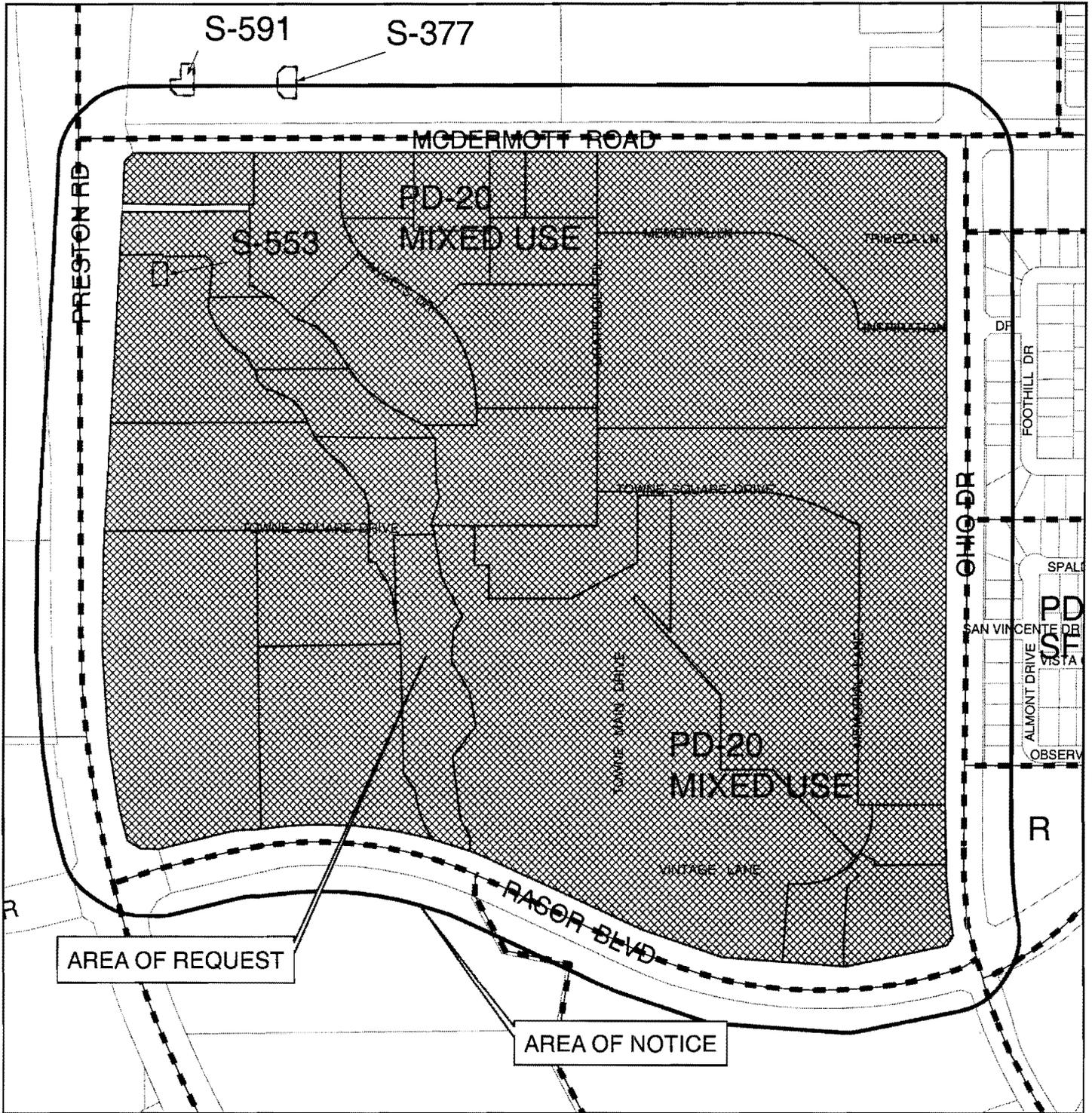
North, $01^{\circ} 31' 39''$ West, a distance of 197.16 feet to a point for corner;

North, $00^{\circ} 05' 49''$ West, a distance of 182.68 feet to a point for corner;

North, 03° 09' 59" East, a distance of 16.90 feet to a point for the southwest corner of the aforementioned City of Plano tract as recorded in County Clerk's File No. 96-0072861;

THENCE North, 89° 49' 53" East, along the south line of said City of Plano tract, a distance of 44.34 feet to a point for the southeast corner of said City of Plano tract;

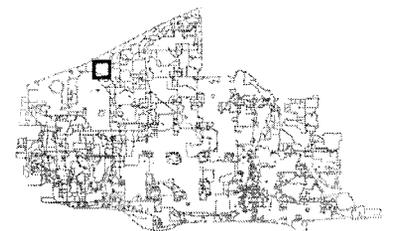
THENCE North, 03° 31' 48" East, along the east line of said City of Plano tract, a distance of 511.75 feet to the POINT OF BEGINNING and CONTAINING 135.3 acres of land, more or less.



Zoning Case #: 2012-19

Existing Zoning: PLANNED DEVELOPMENT-20-MIXED USE/
PRESTON ROAD & STATE HIGHWAY 121 OVERLAY DISTRICTS

○ 200' Notification Buffer





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:		08/13/12		
Department:		Parks & Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger X7255				
CAPTION				
Public hearing and ordinance of the City of Plano, Texas authorizing the City Attorney to use the City's eminent domain authority to bring a condemnation action for the purpose of obtaining ± 6.031 acres of real property for the public use of parkland, including but not limited to a recreational trail, and/or other public purposes permitted by law; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,056,310	3,500,000	4,000,000	9,556,310
Encumbered/Expended Amount	-2,056,310	-2,568,453	0	-4,624,763
This Item	0	-2,000	0	-2,000
BALANCE	0	929,547	4,000,000	4,929,547
FUND(S): PARK IMPROVEMENT				
COMMENTS: Funds are included in the FY 2011-12 Park Improvement CIP. This item, in the amount of \$2,000, will leave a current year balance of \$929,547 for the 09 Land Acquisition project. STRATEGIC PLAN GOAL: Obtaining additional property for recreational park purposes related to the City's Goal of Great Neighborhoods - 1 st Choice to Live.				
SUMMARY OF ITEM				
<p>The City plans to use the land for recreational park purposes, including but not limited to constructing a 12 foot wide recreational trail that would link with existing trails from Murphy Road to Breckinridge Park. It is anticipated that the trail will be built in the utility line easement within the common property owned by the Woodlands of Plano Homeowner's Association. The most efficient process for the City to acquire the Property is by condemnation. The HOA Board of Directors has indicated to City staff that they do not oppose the condemnation, and the land is currently not used for any purpose except an easement for existing utilities.</p> <p>The proposed trail is on the City's Park Master Plan and the County's Regional Trails Master Plan. Residents in this area of Plano do not have immediate access to a trail at this time. The proposed trail will provide neighborhood access to the existing 417 acre Breckinridge Park in Richardson and the proposed 30 Timbers Nature Preserve in Murphy. In the future, the trail is anticipated to connect with Douglas Otto Middle School to the west, and City of Plano facilities including Pecan Hollow Golf Course, Bob Woodruff Park, and Oak Point Park and Nature Preserve to the north.</p>				



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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

An ordinance of the City of Plano, Texas authorizing the City Attorney to use the City's eminent domain authority to bring a condemnation action for the purpose of obtaining ± 6.031 acres of real property for the public use of parkland, including but not limited to a recreational trail, and/or other public purposes permitted by law; and providing an effective date.

WHEREAS, the City Council of the City of Plano, Texas, upon consideration of this matter, has determined that there is a public need and necessity for the health, safety, and welfare of the City of Plano and the public at large to acquire certain real property for the public use of parkland, including but not limited to a recreational trail, such real property being located in the City of Plano, Collin County, Texas; and

WHEREAS, in accordance with the above, the City Council of the City of Plano, Texas, hereby finds that there is a public need and necessity to acquire rights to such real property for such purposes set forth above. The public improvements will be for the benefit and enjoyment to the citizens of the City of Plano, Texas and the public at large; and

WHEREAS, the City and the owner of the real estate have been unable to reach an agreement on the acquisition of the needed property ("the Property") which is described in more detail as follows:

1. Owner: Woodlands of Plano Homeowners Association, Inc.

Property: Lot 1, Block 1 of the Woodlands of Plano platted subdivision, which is located on a tract of land situated in the J. Maxwell Survey, Abstract No. 580 and the M.R. Foster Survey, Abstract No. 332 , recorded in Volume M, page 260 of the Map Records of Collin County, Texas, and which is approximately 6.031 acres in size.

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

Section I. The City Council of the City of Plano hereby finds and determines that the recitals made in the preamble of this Ordinance are true and correct, and incorporates such recitals herein.

Section II. The City Council of the City of Plano hereby finds and determines that a public use and necessity exists for the City of Plano to acquire a ± 6.031 acre tract, as more particularly described and depicted on the attached plat map of the Woodland of Plano subdivision and conceptual drawing attached as Exhibits A and B, respectively.

Section III. The City Attorney is hereby authorized to bring a condemnation lawsuit against the owners and all other parties having an interest in the Property, for the

purpose of acquiring the Property through the exercise of the City's power of eminent domain, provided that the following conditions are first met:

- (a) The City will obtain ownership information and a legal description for the Property to be acquired;
- (b) If the Property owners and/or other parties are located through the exercise of due diligence, the City Manager, the City Attorney, or their designated representative, will:
 - (1) Make an initial offer to the owners and other interested parties for the purchase of the Property;
 - (2) If the initial offer is unsuccessful, make a final offer to the owners and other interested parties for the purchase of the Property;
 - (3) At or before the time the final offer is made, the City will provide the owners and other interested parties a copy of the Texas Landowner's Bill of Rights;
 - (4) When the final offer to purchase is made, the City will disclose to the owners and interested parties all existing appraisal reports or value studies produced or acquired by the City relating to the Property and used by the City in determining the amount of the final offer, and any appraisals in the City's possession relating to the Property in the last ten (10) years;
 - (5) If the owners and other interested parties refuse or fail to respond to the City's final offer, the City Manager may direct the City Attorney to file condemnation proceedings under the City's eminent domain powers.
 - (6) Take all other necessary steps to institute a condemnation action under Texas law.
- (c) Should any of the owners or interested parties not be located through the exercise of due diligence, the City Attorney may cause such owners or interested parties to be cited by publication in any manner authorized by law.
- (d) The City Council hereby authorizes the City Manager and/or the City Attorney to negotiate with, and make final offers to the owners of the Property for conveyance to the City, based on the appraisal available to the City, and to retain any additional legal counsel or right-of-way agents needed to complete the acquisition of the Property.

Section IV. The City Council hereby finds and determines that the above-described Property is needed for the City's park system, which is a public use and which is necessary to serve the public health, safety, and welfare.

Section V. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 13th day of August, 2012.

Phil Dyer, Mayor

ATTEST:

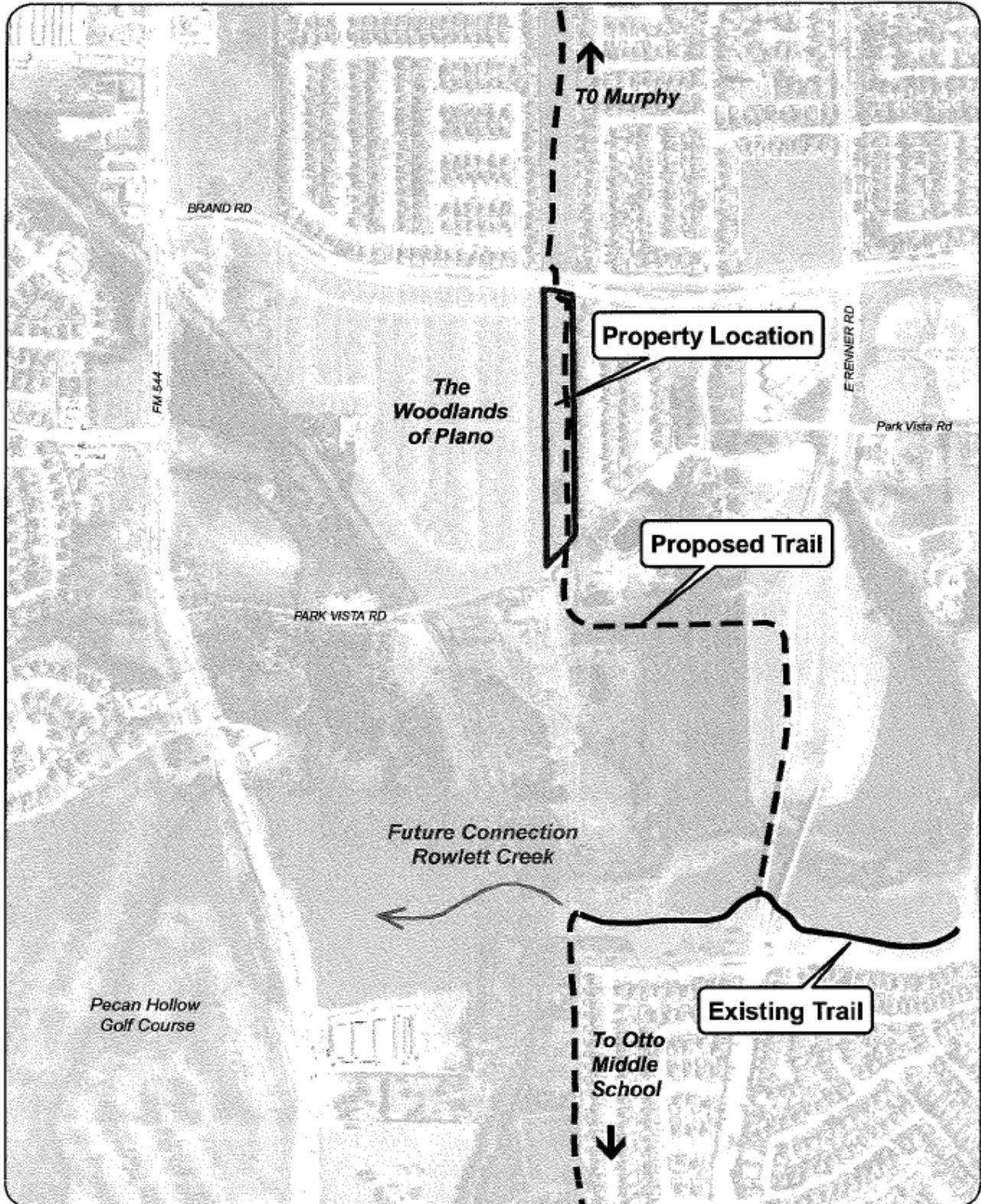
Diane Zucco, City Secretary

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



Location Map - Exhibit B



Plano - Richardson - Murphy Trail Connection
Phase I Project # 6246

