

CITY COUNCIL

1520 AVENUE K



DATE: 9/10/2012

CALL TO ORDER: 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE: Representatives of the Boys and Girls Club of Collin County Plano

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<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>COMMENTS OF PUBLIC INTEREST</u> <u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u> <u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Expenditures</u> Purchase from an Existing Contract To approve the purchase of Air-Pak 75 SCBA Units and SCBA cylinders in the amount of \$139,177 from (MES) Municipal Emergency Services through an existing contract/agreement with the City of Fort Worth Contract #PO-12-00069877 (City of Plano Contract #2012-97-I);and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Resolutions</u></p> <p>(b) To approve the terms and conditions of an Economic Development Incentive Agreement by and between Tyler Technologies, Inc., a Delaware corporation, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(c) To approve the terms and conditions of an Economic Development Incentive Agreement by and between Winzer Corporation, a Texas corporation, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(d) To approve the terms and conditions of an Economic Development Incentive Agreement by and between Optisense Network, LLC, a Delaware limited liability company, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(e) To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee; to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.</p> <p>(f) To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(g) To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date.</p> <p><u>Adoption of Ordinances</u></p> <p>(h) To adopt and enact Supplement Number 100 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.</p> <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>Consideration of an Ordinance to approve and adopt the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2012, and terminating September 30, 2013; and providing an effective date. (Public Hearing held on August 13, 2012.)</p>	
(2)	<p>Consideration of an Ordinance to approve and adopt the Community Investment Program and setting the appropriations for 2012-13; and providing an effective date. (Public Hearing held on August 13, 2012.)</p>	
(3)	<p>Consideration of an Ordinance to approve and adopt the Tax Rate for the fiscal year beginning October 1, 2012, and terminating September 30, 2013, and providing an effective date. (Public Hearings held on August 27, 2012 and September 5, 2012.)</p>	
(4)	<p>Consideration of an Ordinance to ratify the property tax revenue increase in the 2012-13 Budget as a result of the City receiving more revenues from property taxes in the 2012-13 Budget than in the previous fiscal year; and providing an effective date. (Public Hearings held on August 27, 2012 and September 5, 2012.)</p>	
(5)	<p>Consideration of a request for a revised site plan and to participate in a Parking Reduction Program for a Public Secondary School on one lot on 42.8± acres located at the northwest corner of Parker Road and Willow Bend Drive. Zoned Single-Family Residence-9 and Agricultural. Applicant: Plano Independent School District.</p>	
(6)	<p>Public Hearing and consideration of an Ordinance to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 130 for tax abatement consisting of a 14.10 acre tract of land out of the Maria C. Vela Survey, Abstract No. 935 and the Obediah Epps Survey, Abstract No. 297, 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.</p>	
(7)	<p>Consideration of a Resolution to approve the terms and conditions of an agreement by and between the City of Plano, Texas and Tyler Technologies, Inc., a Delaware corporation, providing for real property tax abatement; and authorizing its execution by the City Manager; and providing an effective date.</p>	
(8)	<p>Public Hearing and consideration of an Ordinance to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 131 for tax abatement consisting of an 8.357 acre tract of land situated in the J. T. McCullough Survey, Abstract No. 633, 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.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(9)	Consideration of a Resolution to approve the terms and conditions of an agreement by and between the City of Plano, Texas, Winzer Corporation, a Texas corporation, and WR Plano Parkway, LLC, a Georgia limited liability company, providing for real and business personal property tax abatement; and authorizing its execution by the City Manager; and providing an effective date.	
(10)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-12 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-374-Retail on 6.9± acres of land located at the northeast corner of Plano Parkway and Independence Parkway, in the City of Plano, Collin County, Texas, to modify the development standards of the district including amending or repealing the limitation on the hours of operation; 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: RaceTrac	
(11)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-22 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 631 so as to allow the additional use of Superstore on 19.3± acres of land located at the southwest corner of Preston Road and Spring Creek Parkway, in the City of Plano, Collin County, Texas, presently zoned Planned Development-447-Retail/Multifamily Residence-2; 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: Margaret E. Turner	
(12)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-23 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 4.5± acres of land located at the southeast corner of Silverglen Drive and Mapleshade Lane, in the City of Plano, Collin County, Texas, from Light Industrial-1 to Corridor Commercial; with Specific Use Permit No. 632 so as to allow the additional use of Assisted Living Facility; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: University of Texas	
(13)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-24 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 34.0± acres of land located north of the intersection of Jeker Drive and Merriman Drive, in the City of Plano, Collin County, Texas, from Agricultural and Estate Development to Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Betty Merriman	
(14)	Consideration of a Resolution to appoint a board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(15)	<p>Consideration of a Resolution to affirm the appointment of a shared board member with the City of Farmers Branch to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code 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:		September 10, 2012		
Department:		Fire		
Department Head		William Peterson		
Agenda Coordinator (include phone #): Teresa Shelstad x7539				
CAPTION				
To approve the purchase of Air-Pak 75 SCBA Units and SCBA cylinders in the amount of \$139,177 from (MES) Municipal Emergency Services through an existing contract/agreement with the City of Fort Worth Contract #PO-12-00069877 (City of Plano Contract #2012-97-1);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	487,095	0	487,095
Encumbered/Expended Amount	0	-315,727	0	-315,727
This Item	0	-139,177	0	-139,177
BALANCE	0	32,191	0	32,191
FUND(S): FIRE EQUIPMENT REPLACEMENT FUND				
<p>COMMENTS: Funds are included in the FY 2011-12 adopted budget for the replacement purchase of Scott Air-Pak 75 Self Contained Breathing Apparatus units and cylinders. Remaining funds will be used for other equipment purchases.</p> <p>STRATEGIC PLAN GOAL: Periodic replacement of the air supply equipment for firefighters relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>The Department recommends the purchase of Air-Pak 75 SCBA Units and SCBA cylinders by utilizing the City of Fort Worth Contract #PO-12-00069877 (City of Plano Contract #2012-97-1) in the amount of \$139,177. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.</p>				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	



MEMORANDUM

From the Office of the Fire Chief

Date: August 27, 2012
To: Diane Palmer-Boeck, Chief Purchasing Officer
From: William Peterson, Interim Fire Chief
Subject: Scott Health/Safety Inc. – Air-Pak 75 SCBA Units and SCBA Cylinders

Pursuant to FY 11/12 Budget Supplement #903552001, The Plano Fire Department plans to purchase 162 Scott Health/Safety Inc. Scott SCBA air cylinders. This purchase is a fully funded ERF procurement according to life-cycle parameters and established contract pricing. Self-Contained Breathing Apparatus and Cylinders provide dependable, easy breathing air supply for fire fighters during IDLH emergency operations requiring supplied air protection. The AP-75 SCBA model is Scott Health/Safety's replacement for the older AP-50 SCBA. This is the beginning phase of a multi-year ERF replacement schedule of the Department's SCBA cylinders.

Our current SCBA cylinders are fast approaching their end-of-life cycle of 15 years and will be rendered unusable at that point in time. The Department is looking to start the replacement process at this time in order to effectively provide and sustain IDLH atmosphere emergency operations. The delayed purchase of the product would yield annual price increases of 5-8%.

In addition to the SCBA cylinders noted above, five (5) additional AP75 SCBA Air-paks and eight (8) Cylinders for the additional air-paks will be purchased to support the placement of an additional apparatus into service during FY 12/13. This equipment will be funded out of the current FD O&M budget.

The City of Fort Worth has completed a competitive bid process and awarded an annual contract with renewals to Municipal Emergency Services. The contract provides for a 32% discount from manufacturer's suggested retail pricing. Previous purchases of Scott products have resulted in a 24% MSRP discount.

Accordingly, the Department recommends the above equipment be purchased through the utilization of City of Fort Worth Contract #PO-12-00069877 (City of Plano Contract #2012-97-1) in the amount of \$139,177.00, pursuant to Chapter 271, Section 271.102 of the Local Government Code that allows local governments to participate in a cooperative purchasing program.

Respectfully submitted,

William Peterson



**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:		09/10/12			
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 Economic Development Incentive Agreement by and between Tyler Technologies, Inc., a Delaware corporation and the City of Plano, Texas; 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 through 2023- 24	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	18,932,420	0	18,932,420
Encumbered/Expended Amount		0	-8,995,675	-3,855,418	-12,851,093
This Item		0	-400,000	0	-400,000
BALANCE		0	9,536,745	-3,855,418	5,681,327
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 request from Tyler Technologies, Inc. to expand and relocate its business and commercial activities to a new location in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. Tyler Technologies, Inc. agrees to occupy not less than 139,000 sq. ft. of commercial space by 12/31/13 and agrees to create or transfer up to 400 jobs by 12/31/15 at 5101 Tennyson Parkway.					
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 Economic Development Incentive Agreement by and between Tyler Technologies, Inc., a Delaware corporation, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Economic Development Incentive Agreement by and between Tyler Technologies, Inc., a Delaware corporation, 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 authorized 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 authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED this the 10th day of September, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and Tyler Technologies, Inc., a Delaware corporation (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of providing integrated software and technology services to the public sector and plans to add Eleven Million, Five Hundred Thousand Dollars (\$11,500,000.00) of Real Property improvements and Four Hundred Eighty Thousand Dollars (\$480,000.00) of Business Personalty property on the Real Property; and

WHEREAS, Company agrees to occupy at least 139,000 gross square feet of office space and transfer or create up to 400 Job Equivalents to be located on the Real Property for the term of this Agreement; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate 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 economic development grant to the Company; and

WHEREAS, the Council finds that the occupancy of at least 139,000 gross square feet of office space and the creation or transfer of up to 400 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

Article I Definitions

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

“Company” shall mean Tyler Technologies, Inc., a Delaware corporation.

“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 and significantly impact the Company’s operations in the City. An economic downturn shall not constitute an event of force majeure.

“Job Equivalent” shall mean one or more Company employees, whether individual or combined with other employees, who are located at the Property and each Job Equivalent is paid a total 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company.

“Real Property” or “Property” shall mean 5101 Tennyson Parkway, Plano, Texas 75024.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until December 31, 2023, unless sooner terminated as provided herein.

Article III Obligations of Company

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

(a) On or before December 31, 2013, occupy at least 139,000 gross square feet of office space on the Real Property throughout the term of the Agreement; and

(b) By December 31, 2013, create or transfer at least up to 320 Job Equivalents and maintain those Job Equivalents on the Real Property throughout the Agreement; and

(c) By December 31, 2015, create up to 80 additional Job Equivalents on the Real Property throughout the Agreement and maintain those Job Equivalents on the Real Property throughout the Agreement; and

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

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Four Hundred Thousand Dollars (\$400,000.00) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

4.02 **Grant Payment Requirements and Schedule.** Except as otherwise indicated, the Company shall be entitled to the grant award in accordance with the following requirements and schedule:

(a) By December 31, 2013, Company shall occupy not less than 139,000 gross square feet of office space and transfer or create at least 320 Job Equivalents to the Real Property to be eligible to receive a payment of One Hundred Sixty Thousand Dollars (\$160,000.00). The payment will not be pro-rated. Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III not later than March 31, 2014. **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 entire grant.**

To be eligible to receive the second payment of One Hundred Sixty Thousand Dollars (\$160,000.00), Company must submit its second certification verifying continued compliance with Article III above as of December 31, 2014 using the form attached hereto as Exhibit "B" not later than January 31, 2015. The payment will not be pro-rated. **A failure to provide this certification by that date is 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 and an immediate and complete forfeiture of the remaining grant.**

Company shall be eligible to receive a third grant payment of up to Eighty Thousand Dollars (\$80,000.00) if Company adds up to an additional 80 Job Equivalents to the existing 320 Job Equivalents on the Real Property by December 31, 2015. This amount will be pro-rated at One Thousand Dollars (\$1,000.00) per Job Equivalent for each Job Equivalent added over the initial 320 Job Equivalents up to a total of 400 Job Equivalents. Company must submit its third certification verifying additional Job Equivalents added and continued compliance with Article III above as of December 31, 2015 using the form attached hereto as Exhibit "C" not later than January 31, 2016. Company shall not receive any payment for Job Equivalents added after December 31, 2015. **A failure to provide this certification by that date is 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 and an immediate and complete forfeiture of the remaining grant.

City will make the payment within thirty (30) days of receipt of the initial and subsequent certifications unless the City reasonably objects to the certification but payment shall not be made earlier than an eligibility date as stated above.

(b) Beginning January 2017, Company must submit an annual certification on the form attached hereto as Exhibit "D" 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.

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

4.03 **Refund/Default.**

(a) If the Company fails to meet the required number of Job Equivalents for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to:

(i) Five Hundred Dollars (\$500.00) for each lost Job Equivalent that occurs after receipt of the first installment of the grant payment pursuant to Section 4.02(a) but before the receipt of the second installment of the grant payment; and

(ii) One Thousand Dollars (\$1,000.00) for each lost Job Equivalent that occurs after receipt of the second or third grant payments pursuant to Section 4.02(a).

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 above the actual number of Job Equivalents at the Real Property for the compliance period using the form attached as Exhibit "B", "C" or "D". 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.

(b) If the Company defaults on the payment of any refund or fails to timely provide any certification as required by Section 4.02, 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 before relocation:
Tyler Technologies, Inc.
Attention: Mr. Bruce Graham
President, Courts and Justice Division
6500 International Parkway, Suite 2000
Plano, TX 75093

With a copy to:
Tyler Technologies, Inc.
Attention: Mr. Lynn Moore
Executive Vice President and General Counsel
6500 International Parkway, Suite 2000
Plano, TX 75093

If intended for the Company after relocation:
Tyler Technologies, Inc.
Attention: Mr. Bruce Graham
President, Courts and Justice Division
5101 Tennyson Parkway
Plano, TX 75024

With a copy to:
Tyler Technologies, Inc.
Attention: Mr. Lynn Moore
Executive Vice President and General Counsel
5101 Tennyson Parkway
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: _____

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

TYLER TECHNOLOGIES, INC., a
Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

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

- _____ a. I hereby certify that Tyler Technologies, Inc. has occupied at least 139,000 square feet of office space and transferred or created at least 320 Job Equivalent positions at the Real Property by December 31, 2013 and is in compliance with the Agreement and is entitled to receive initial payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents is _____.

- _____ b. I hereby certify that Tyler Technologies, Inc. has failed to occupy at least 139,000 square feet of office space and failed to retain, transfer or add at least 320 Job Equivalent positions at the Real Property by December 31, 2013 and is not in compliance with the Agreement and is not entitled to receive initial payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is _____.

ATTEST:

Tyler Technologies, Inc., a Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

This Certification is due by March 31, 2014.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "B"

SECOND CERTIFICATE OF COMPLIANCE

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

- _____ a. I hereby certify that Tyler Technologies, Inc. has continued to occupy at least 139,000 square feet of office space and has continued to maintain at least 320 Job Equivalents at the Real Property as of December 31, 2014 and is in compliance with all terms of the Agreement and is entitled to receive a second grant payment in accordance with Section 4.02 (a). The actual number of Job Equivalents is _____.

- _____ b. I hereby certify that Tyler Technologies, Inc. has failed to continue to occupy at least 139,000 square feet of office space and/or has failed to continue to maintain at least 320 Job Equivalents at the Real Property as of December 31, 2014 and is not entitled to a second grant payment. The actual number of Job Equivalents is _____. I certify that the City of Plano has been refunded the appropriate amount as required by Section 4.03 of the Agreement.

ATTEST:

Tyler Technologies, Inc., a Delaware corporation

 Name: _____
 Title: _____

By: _____
 Name: _____
 Chief Financial Officer

 Date

This form is due by January 31, 2015.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "C"

THIRD CERTIFICATE OF COMPLIANCE

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

- _____ a. I hereby certify that Tyler Technologies, Inc. has transferred or created up to 80 additional Job Equivalents to the existing initial 320 Job Equivalents at the Real Property by December 31, 2015 and is in compliance with all terms of the Agreement and is entitled to receive a third grant payment in accordance with Section 4.02 (a). The actual number of Job Equivalents is _____.

- _____ b. I hereby certify that Tyler Technologies, Inc. has not transferred or created up to 80 additional Job Equivalents to the existing initial 320 Job Equivalents at the Real Property by December 31, 2015 pursuant to the Agreement. The actual number of Job Equivalents is _____. I further certify that the City of Plano is not required to pay a third grant payment to Tyler Technologies, Inc. and has been refunded any appropriate amounts as required by Section 4.03 of the Agreement.

ATTEST:

Tyler Technologies, Inc., a Delaware corporation

 Name: _____
 Title: _____

By: _____
 Name: _____
 Chief Financial Officer

 Date

This form is due by January 31, 2016.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "D"

ANNUAL CERTIFICATE OF COMPLIANCE

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

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

- _____ b. I hereby certify that Tyler Technologies, Inc. is not in compliance with each applicable term as set forth in the Agreement and the transferred or created number of Job Equivalents has fallen below the number for which Tyler Technologies, Inc. has received a grant payment in accordance with the terms and conditions set out in Article III. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____. I further certify that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

ATTEST:

Tyler Technologies, Inc., a Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

NOTE:

This form is due by January 31 of each year beginning January 2017 and as long as this Agreement is in effect with the final annual certification due on January 31, 2023.

This Certificate of Compliance should be mailed to:

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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		09/10/12			
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 Economic Development Incentive Agreement by and between Winzer Corporation, a Texas corporation, and the City of Plano, Texas; 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 through 2023- 24	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	18,932,420	0	18,932,420
Encumbered/Expended Amount		0	-8,995,675	-3,855,418	-12,851,093
This Item		0	-51,000	0	-51,000
BALANCE		0	9,885,745	-3,855,418	6,030,327
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 request from Winzer Corporation to relocate its business and commercial activities, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. Winzer Corporation agrees to occupy at least 100,000 sq. ft. of office and warehouse space and to create or transfer up to 120 jobs by 12/31/13.					
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 Economic Development Incentive Agreement by and between Winzer Corporation, a Texas corporation, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Economic Development Incentive Agreement by and between Winzer Corporation, a Texas corporation, 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 authorized 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 authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED this the 10th day of September, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and Winzer Corporation, a Texas corporation (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of full-service distribution of supplies for the Automotive, Fleet and Manufacturing industries and plans to add Four Million, Four Hundred Thousand Dollars (\$4,400,000.00) of Real Property improvements and Four Million Dollars (\$4,000,000.00) of Business Personalty property on the Real Property; and

WHEREAS, Company agrees to occupy at least 100,000 gross square feet of office and warehouse space and transfer or create up to 120 Job Equivalents to be located on the Real Property for the term of this Agreement; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate 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 economic development grant to the Company; and

WHEREAS, the Council finds that the occupancy of at least 100,000 gross square feet of office and warehouse space and the creation or transfer of up to 120 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

Article I Definitions

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

“Company” shall mean Winzer Corporation, a Texas corporation.

“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 and significantly impact the Company’s operations in the City. An economic downturn shall not constitute an event of force majeure.

“Job Equivalent” shall mean one or more Company employees, whether individual or combined with other employees, who are located at the Property and each Job Equivalent is paid a total 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company.

“Real Property” or “Property” shall mean 4060 E. Plano Parkway, Plano, Texas 75074.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until December 31, 2023, unless sooner terminated as provided herein.

Article III Obligations of Company

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

(a) On or before December 31, 2013, occupy at least 100,000 gross square feet of office and warehouse space on the Real Property throughout the term of the Agreement; and

(b) By December 31, 2013, create or transfer up to 120 Job Equivalents and maintain those Job Equivalents on the Real Property throughout the Agreement; and

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

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Fifty-One Thousand Dollars (\$51,000.00) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

4.02 **Grant Payment Requirements and Schedule.** Except as otherwise indicated, the Company shall be entitled to the grant award in accordance with the following requirements and schedule:

(a) By December 31, 2013, Company shall occupy not less than 100,000 gross square feet of office and warehouse space and transfer or create at least 90 Job Equivalents to the Real Property to be eligible to receive a payment of Thirty-Eight Thousand, Two Hundred Fifty Dollars (\$38,250.00). The payment will not be pro-rated. If the Company exceeds the minimum number of Job Equivalents by December 31, 2013, it will be paid Four Hundred Twenty-Five Dollars (\$425.00) for each additional Job Equivalent up to a maximum number of 120 Job Equivalents for a total grant amount not to exceed Fifty-One Thousand Dollars (\$51,000.00). Job Equivalents added subsequent to December 31, 2013 shall not be compensated. **Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III not later than March 31, 2014. 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 entire grant.**

City will make the payment within thirty (30) days of receipt of the initial certification unless the City reasonably objects to the certification.

(b) Beginning January 2015, 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.

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

4.03 **Refund/Default.**

(a) If the Company fails to meet the required number of Job Equivalents for more than 180 consecutive days at any time during the term of this Agreement and the loss is not

the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to Four Hundred Twenty-Five Dollars (\$425.00) 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 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.

(b) If the Company defaults on the payment of any refund or fails to timely provide any certification as required by Section 4.02, 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 before relocation:

Winzer Corporation
Attention: Mr. John P. Carney
President
10560 Markison Rd.
Dallas, TX 75238

If intended for the Company after relocation:

Winzer Corporation
Attention: Mr. John P. Carney
President
4060 E. Plano Parkway
Plano, TX 75074

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: _____

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

WINZER CORPORATION, a Texas
corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

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

_____ a. I hereby certify that Winzer Corporation has occupied at least 100,000 gross square feet of office and warehouse space and transferred or added at least 90 Job Equivalent positions at the Property by December 31, 2013, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents is _____.

_____ b. I hereby certify that Winzer Corporation has failed to occupy at least 100,000 gross square feet of office and warehouse space and/or has failed to transfer or add at least 90 Job Equivalent positions at the Property by December 31, 2013, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents is _____.

ATTEST:

WINZER CORPORATION, a Texas corporation

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

This Certification is due by March 31, 2014.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

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

_____ a. I hereby certify that Winzer Corporation 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 Winzer Corporation 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 Winzer Corporation 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 Winzer Corporation 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:

WINZER CORPORATION, a Texas corporation

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

NOTE:

This form is due by January 31 of each year beginning January 2015, and as long as this Agreement is in effect.

This Certificate of Compliance should be mailed to:

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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		09/10/12			
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 Economic Development Incentive Agreement by and between Optisense Network, LLC, a Delaware limited liability company, and the City of Plano, Texas; 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 through 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	18,932,420	0	18,932,420
Encumbered/Expended Amount		0	-8,995,675	-3,885,418	-12,881,093
This Item		0	-45,500	0	-45,500
BALANCE		0	9,891,245	-3,885,418	6,005,827
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 request from Optisense Network, LLC to relocate its business and commercial activities, thereby generating additional local sales tax and increasing ad valorem tax values to the City. Optisense Network, LLC agrees to occupy at least 25,000 sq. ft. by 04/01/13 of office, manufacturing and/or warehouse space and to create or transfer a minimum of 50 jobs and up to 65 jobs by 04/01/13 at 2901 Summit Avenue.					
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 Economic Development Incentive Agreement by and between Optisense Network, LLC, a Delaware limited liability company, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Economic Development Incentive Agreement by and between Optisense Network, LLC, a Delaware limited liability company, 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 authorized 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 authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED this the 10th day of September, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and Optisense Network, LLC, a Delaware limited liability company (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of development and production of optical sensors for smart grid technology and plans to add One Hundred and Fifty Thousand Dollars (\$150,000.00) of Real Property improvements and One Million, Five Hundred Thousand Dollars (\$1,500,000.00) of Business Personalty property on the Real Property; and

WHEREAS, Company agrees to occupy at least 25,000 gross square feet of office, manufacturing and/or warehouse space and transfer or create up to sixty-five (65) Job Equivalents to be located on the Real Property for the term of this Agreement; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate 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 economic development grant to the Company; and

WHEREAS, the Council finds that the occupancy of at least 25,000 gross square feet of office, manufacturing and/or warehouse space and the creation or transfer of up to sixty-five (65) Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

Article I Definitions

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

“Company” shall mean Optisense Network, LLC, a Delaware limited liability company.

“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 and significantly impact the Company’s operations in the City. An economic downturn shall not constitute an event of force majeure.

“Job Equivalent” shall mean one or more Company employees, whether individual or combined with other employees, who are located at the Property and each Job Equivalent is paid a total 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company.

“Real Property” or “Property” shall mean 2901 Summit Avenue, Suite 400, Plano, Texas 75074.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until March 31, 2016, unless sooner terminated as provided herein.

Article III Obligations of Company

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

(a) On or before April 1, 2013, occupy at least 25,000 gross square feet of office, manufacturing and/or warehouse space on the Real Property throughout the term of the Agreement; and

(b) By April 1, 2013, create or transfer at least fifty (50) Job Equivalents and up to sixty-five (65) Job Equivalents and maintain those Job Equivalents on the Real Property throughout the Agreement; and

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

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Forty-Five Thousand, Five Hundred Dollars (\$45,500.00) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

4.02 **Grant Payment Requirements and Schedule.** Except as otherwise indicated, the Company shall be entitled to the grant award in accordance with the following requirements and schedule:

(a) By April 1, 2013, Company shall occupy not less than 25,000 gross square feet of office, manufacturing and/or warehouse space and transfer or create at least fifty (50) Job Equivalents to the Real Property to be eligible to receive a payment of Thirty-Five Thousand Dollars (\$35,000.00). The payment will not be pro-rated. If the Company exceeds the minimum number of Job Equivalents by April 1, 2013, it will be paid Seven Hundred Dollars (\$700.00) for each additional Job Equivalent up to a maximum number of sixty-five (65) Job Equivalents for a total payment not to exceed Forty-Five Thousand, Five Hundred Dollars (\$45,500.00). Job Equivalents added subsequent to April 1, 2013 shall not be compensated.

Upon filing of the January 2016 Annual Certification pursuant to Section 4.02(b) below and provided that Company is in compliance with the obligations set out in Article III herein, Company shall be entitled to the grant payment pursuant to Section 4.02(a) herein. No grant monies shall be paid to Company by City prior to January 1, 2016.

City will make the payment within thirty (30) days of receipt of the January 2016 annual certification unless the City reasonably objects to the certification.

(b) Beginning January 2014, Company must submit an annual certification on the form attached hereto as Exhibit "A" 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 certifications by the January 31 deadline shall be an event of default upon notice from the City and, if not cured within 30 days, results in complete forfeiture of the grant.

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

4.03 **Refund/Default.**

(a) If the Company fails to meet and maintain the required number of Job Equivalents for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall forfeit a portion of the grant or the entire grant pursuant to the terms of the Agreement as follows:

(i) If Company's Job Equivalents drop below the range of sixty-five (65) down to fifty (50) Job Equivalents for more than 180 consecutive days at any time after April 1, 2013, the Company shall forfeit an amount equal to Seven Hundred Dollars (\$700.00) for each lost Job Equivalent from the grant payment.

(ii) If Company's Job Equivalents drop below fifty (50) for more than 180 consecutive days at any time after April 1, 2013, the Company shall forfeit the entire grant amount.

For the purposes of determining whether a forfeiture is warranted under this section, the Company shall certify to the City as set out in Section 4.02 above the actual number of Job Equivalents at the Real Property for the compliance period using the form attached as Exhibit "A". The Company shall not be entitled to reinstatement of the forfeited portion of the grant for those lost Job Equivalent(s) notwithstanding that it subsequently complies with the Job Equivalent requirements of this Agreement at a later date.

(b) If the Company fails to timely provide any certification as required by Section 4.02, the full amount of the entire grant shall be forfeited.

(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 forfeit the right to all grant funds.

**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 payment of the grant 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.

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.

The City agrees to keep all information concerning any assignment, proposed assignment, sale or merger, including the existence of such a proposed event confidential to the extent permitted by law. After the assignment actually occurs, the City may disclose the fact of the assignment but not the terms of the assignment as between assignee and assignor.

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 before relocation:

Optisense Network, LLC
Attention: Mr. Stephen L. Prince
Chief Executive Officer
1308 10th Street
Bridgeport, TX 76426

If intended for the Company after relocation:

Optisense Network, LLC
Attention: Mr. Stephen L. Prince
Chief Executive Officer
2901 Summit Avenue, Suite 400
Plano, TX 75074

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: _____

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

OPTISENSE NETWORK LLC, a Delaware
limited liability company

Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"
ANNUAL CERTIFICATE OF COMPLIANCE

Please select the applicable options below before signing and returning the certification:

- ____ a. For January 2014 and January 2015 (if in compliance): I hereby certify that Optisense Network, LLC has occupied at least 25,000 gross square feet of office and/or warehouse space and transferred or added at least 50 Job Equivalent positions at the Property by April 1, 2013, and is in compliance with all terms of the Agreement. The number of Job Equivalents as of April 1, 2013 was _____. I certify that as of December 31 of the prior year, the number of Job Equivalents was _____.
- ____ b. For January 2016 (if in compliance): I hereby certify that Optisense Network, LLC is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(a) of the Agreement. The number of Job Equivalents as of April 1, 2013 was ____ and the number has not fallen below the required minimum number of Job Equivalents for a period of over 180 consecutive days during the term of the agreement. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____. Since April 1, 2013, Optisense Network, LLC has maintained ____ Job Equivalents for more than 180 consecutive days at any time during the term of this Agreement and is entitled to a grant payment in the amount of \$ _____.
- ____ c. I hereby certify that Optisense Network, LLC is not in compliance with all terms of the Agreement. The number of Job Equivalents as of April 1, 2013 was _____. I certify that as of December 31 of the prior year, the number of Job Equivalents was _____ and Optisense is not entitled to receive payment under the Agreement.

ATTEST:

OPTISENSE NETWORK LLC, a Delaware
limited liability company

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

NOTE:

This form is due by January 31 of each year beginning on January 31, 2014, and as long as this Agreement is in effect.

This Certificate of Compliance should be mailed to:

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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/10/2012		
Department:		Police Department		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Pam Haines, ext 2538				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, authorizing the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee; to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" 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	204,438	204,438
BALANCE	0	0	204,438	204,438
FUND(S): GENERAL FUND (EXPENDITURES), GRANT FUND (REVENUE), & TRAFFIC SAFETY FUND (EXPENDITURES)				
<p>COMMENTS: The grant contract, if approved, provides a 50% STEP ITC Grant reimbursement, in the estimated annual amount of \$102,219 from TXDOT to reimburse police officer overtime expenditures, benefits, operating expenditures, and travel expenses related to enforcing traffic intersection laws during FY 2012-13. The required City "match" of 2012-13 expenditures, at 50%, totals approximately \$102,219. Of this amount, \$6,600 will be included within the adopted 2012-13 Police Department Budget, and \$95,619 is available within the Traffic Safety Fund.</p> <p>STRATEGIC PLAN GOAL: Participation in the ITC grant program relates to the City's Goal of Safe, Large City and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Through this grant agreement with the State of Texas, by and through the Texas Department of Transportation, the City will be reimbursed fifty percent (50%) of the overtime pay for police officers to enforce traffic laws at intersections regulated by a signal light beginning on October 1, 2012 and ending on September 30, 2013.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution, Memo and Exhibit "A"				



P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
Fax. No. 972-941-0099

MEMORANDUM

DATE: *August 14, 2012*

TO: *LaShon Ross, Deputy City Manager*

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

SUBJECT: *Matching Funds for FY 2012/13 TxDOT Traffic Safety Grant*

In 2002, we applied to the Texas Department of Transportation (TxDOT) for grant funds to place additional enforcement at several problem intersections where red light crashes were resulting in injuries and deaths.

We are requesting approval to accept the FY 12/13 grant of \$204,438 for traffic enforcement. This grant is a dollar for dollar match. TxDOT will provide \$102,219 and we will match with \$102,219.

We are requesting the match in hard dollars for salaries and benefits in the amount of \$95,619 be funded from the Traffic Safety Fund. The vehicle mileage match in the amount of \$6,600.00 is adequately funded in the Police-532 basic budget for FY 12/13.

The grant will fund added speed and intersection enforcement at documented high crash locations throughout the city.

Traffic safety is one of our four Performance Measures. If funding is not approved, the Police Department's traffic enforcement activities will be adversely impacted and the state's matching funds will be forfeited.

A Resolution of the City Council of the City of Plano, Texas, authorizing the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.

WHEREAS, the City of Plano has applied for and been awarded a grant through the State of Texas and the Texas Highway Traffic Safety Program that provides funding for Intersection Traffic Control (ITC) projects as part of a Selective Traffic Enforcement Program (STEP), the purpose of which is to reduce fatalities, injuries, and crashes at intersections in Plano where there is a history of high frequency crashes and where traffic is regulated by a traffic signal light; and

WHEREAS, the City Council of the City of Plano has been presented a proposed Grant Agreement by and Between the City of Plano and the State of Texas, acting by and through the Texas Department of Transportation, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Grant Agreement"); and

WHEREAS, upon full consideration of all matters attendant and related thereto, the City Council of the City of Plano is of the opinion that participation in and receipt of funding through the Texas Highway Safety Program, PIN 17560006409000, for the purpose of conducting an Intersection Traffic Control (ITC) project is in the best interest of the City and its citizens, and that the City Manager or his authorized designee should be authorized to execute the Grant Agreement and any other documents necessary for such participation in and receipt of funding through the Texas Highway Traffic Safety Program.

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

Section I. Participation in and receipt of funding through the Texas Highway Traffic Safety Program by the City of Plano and the terms and conditions of the Grant Agreement, having been reviewed by the City Council and found to be acceptable and in the best interest of the City of Plano, is hereby in all things approved.

Section II. The City Manager, or his authorized designee, is hereby authorized to execute the Grant 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 from and after its passage.

DULY PASSED AND APPROVED this the 10th day of September, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Texas Traffic Safety eGrants

Fiscal Year 2013

Organization Name: City of Plano - Police Department

Legal Name: City of Plano

Payee Identification Number: 17560006409000

Project Title: STEP- Single Year - 2013 Comprehensive

ID: 2013-PlanoPD-S-1YG-0065

Period: 10/01/2012 to 09/30/2013

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Plano** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2013.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Numbers: **583EGF6056**

CFDA Number: **20.600**

CFDA Title: **State and Community Highway Safety Grant Program**

Funding Source: Section **402**

DUNS: **074853573**

Project Title: **STEP- Single Year - 2013 Comprehensive**

This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2012** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2013** unless terminated or otherwise modified.

Total Awarded: **\$204,437.84**

Amount Eligible for Reimbursement by the Department: **\$102,219.63**

Match Amount provided by the Subgrantee: **\$102,218.21**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

THE STATE OF TEXAS

City of Plano

[Legal Name of Agency]

Executed for the Executive Director and
Approved for the Texas Transportation
Commission for the purpose and effect of
activating and/or carrying out orders,
established policies or work programs
approved and authorized by the Texas
Transportation Commission

By:

By:

[Authorized Signature]

[District Engineer Texas Department of
Transportation]

[Name]

[Name]

[Title]

[Title]

Date: _____

Date: _____

Under the authority of Ordinance or
Resolution Number (for local government):
(If Applicable)

By:

[Resolution Number]

Director, Traffic Operations Division Texas
Department of Transportation (Not required
for local project grants under \$100,000.00)

Date: _____

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR Part 18; 49 CFR Part 19 (OMB [Office of Management and Budget] Circular A-110); 49 CFR Part 225 (OMB Circular A-87); OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)

- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
 - 1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
 - 2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (*eGrants*), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
 - 3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
 - 4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget,

unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by one of the following cost principles, as appropriate, outlined in:
 1. OMB Circular A-21, Cost Principles for Educational Institutions;
 2. 49 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
 3. OMB Circular A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through *eGrants*.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in *eGrants*. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through *eGrants*. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.
- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through *eGrants*. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager. For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through *eGrants*, of events that will have a significant impact upon this agreement, including:
 - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
 - 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.
- D. The Subgrantee shall submit the Final Performance Report through *eGrants* within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this

agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supercedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
 2. There is a written thirty (30) day notice by either party; or
 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall

contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct

becomes detrimental to the work, shall immediately be removed from association with the project.

- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by:

- A. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- B. 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through *eGrants*.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance:

The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. DEBARMENT and SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.
- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.

- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family

Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Subgrantee agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.

- C. If expenditures are less than \$500,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

RESPONSIBILITIES OF THE SUBGRANTEE:

- A. Carry out the objectives and performance measures of this Grant Agreement by implementing all activities in the Action Plan.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 (Compensation) and Article 7 (Reporting and Monitoring) of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and schedule for the following quarter's work.
 - 2. The project director or other qualified person will be available to represent the Subgrantee at meetings requested by the Department.
- E. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (*eGrants*), prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through *eGrants*, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have written Department district approval for travel and related expenses if outside of the Department district's boundaries.
- G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- H. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or an activity already supported by local or state funds.
- I. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.

City of Plano
STEP- Single Year - 2013 Comprehensive

J. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

K. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

S. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

T. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT:

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
1. review of periodic reports
 2. physical inspection of project records and supporting documentation
 3. telephone conversations
 4. e-mails and letters
 5. quarterly review meetings
 6. *eGrants*
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
1. Ascertain whether or not the project objectives were met
 2. Review project accomplishments (performance measures completed, targets achieved)
 3. Document any progress towards self-sufficiency
 4. Account for any approved Program Income earned and expended
 5. Identify exemplary performance or best practices

Program Element Selection

YEAR LONG

- DWI DWI: Driving While Intoxicated
- X** Speed Speed: Speed Enforcement
- OP OP: Occupant Protection (Safety Belt and Child Safety Seat)
- X** ITC ITC: Intersection Traffic Control

WAVE

- DWI Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)
- Speed Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)
- OP Jurisdiction wide
- CMV
- Speed, OP and CMV: Commercial Motor Vehicle; HMV: Hazardous Moving
HMV Violations

Goals and Strategies

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

I agree to the above goals and strategies.

Baseline Information

Baseline Year (12 months)	From 1/1/2011 to 12/31/2011	
Baseline Measure	Baseline Number	
Number of speed citations	17524	
Number of Intersection Traffic Control (ITC) citations	4061	
Number of speed-related crashes		
Number of crashes occurring at intersections		
	Baseline Number	Month/Year of Survey
Percentage of speed compliance	23.99 %	
Attach Speed survey data		

Law Enforcement Objective/Performance Measure

Objective/Performance Measure	Target Number
1. Number and type citations/arrests to be issued under STEP	
a. Increase speed citations by	5550
b. Increase ITC citations by	1220
2. Proposed total number of traffic related crashes	
a. Reduce the number of speed-related crashes to	700
b. Reduce the number of ITC-related crashes to	950
3. Increase speed compliance	
a. Increase the speed compliance rate to	27%
4. Number of Enforcement Hours	2660

Note:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting

Step Indicator 3.00

PI&E Objective Performance/Measure

Object/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	6
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	4
c. Conduct community events (e.g. health fairs, booths)	2
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	2000

Operational Plan

Page Title: ITC 2

<u>Site Letter or Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. 40	ITC	Plano Pkwy @ NB Central Expy Service road and SB Central Expy Service road	NA%	0600-0000/ 7 days a week
2. 44	ITC	Independence Pkwy @ S.H. 121 service road	NA%	0600-0000/ 7 days a week
3. 51	ITC	Coit Rd at S.H. 121	NA%	0600-0000/ 7 days a week
4.			%	
5.			%	
6.			%	
7.			%	

Operational Plan

Page Title: ITC 1

<u>Site Letter or Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. 2	ITC	Legacy Dr @ Preston Rd	NA%	0600-0000/ 7 days a week
2. 4	ITC	W. Parker Rd @ Dallas Pkwy	NA%	0600-0000/ 7 days a week
3. 7	ITC	Legacy Dr @ Dallas Pkwy	NA%	0600-0000/ 7 days a week
4. 8	ITC	W. Plano Pkwy @ Preston Rd	NA%	0600-0000/ 7 days a week
5. 26	ITC	Preston Rd @ S.H. 121	NA%	0600-0000/ 7 days a week
6. 28	ITC	Coit Rd @ George Bush Hwy	NA%	0600-0000/ 7 days a week
7. 34	ITC	W. Spring Creek Pky @ NB Central Expy and SB Central Expy	NA%	0600-0000/ 7 days a week

Operational Plan

Page Title: speed1

<u>Site Letter or Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. 50	Speed	100-7999 Legacy Dr (approx. 10 miles) 40 mph	23.33%	0600-0000/ 7 days a week
2. 52	Speed	Plano Parkway (E to W City Limits) approx. 11miles 40 and 45mph	16.67%	0600-0000/ 7 days a week
3. 55	Speed	600-7000 Central Expy NB (approx. 4.8 miles) 45mph	26.67%	0600-0000/ 7 days a week
4. 57	Speed	1100-8200 Dallas Pkwy SB (approx. 5.1 miles) 45mph	17.33%	0600-0000/ 7 days a week
5. 59	Speed	Spring Creek Pky (E to W City Limits) Approx. 12.3 miles 45mph	24.00%	0600-0000/ 7 days a week
6. 60	Speed	Parker Rd (E to W City Limits) approx. 12 miles 40mph	19.33%	0600-0000/ 7 days a week
7. 65	Speed	Park Blvd (E to W City Limits) approx. 12 miles and 40 mph	21.33%	0600-0000/ 7 days a week

Operational Plan

Page Title: speed2

<u>Site Letter or Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. 61	Speed	Ohio Dr (N to S City Limits) approx. 6.7 miles 35mph	19.33%	0600-0000/ 7 days a week
2. 63	Speed	Jupiter Rd (N to S City Limits) approx. 6.8 miles 35mph	38.67%	0600-0000/ 7 days a week
3. 68	Speed	Custer Rd (N to S City Limits) approx. 8.7miles 40mph and 45mph	33.33%	0600-0000/ 7 days a week
4.			%	
5.			%	
6.			%	
7.			%	

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$95,619.63	\$64,922.55	\$160,542.18
(200)	Fringe Benefits:	\$0	\$30,695.66	\$30,695.66
	Sub-Total:	\$95,619.63	\$95,618.21	\$191,237.84
Category II - Other Direct Costs				
(300)	Travel:	\$6,600.00	\$6,600.00	\$13,200.00
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$6,600.00	\$6,600.00	\$13,200.00
Total Direct Costs:		\$102,219.63	\$102,218.21	\$204,437.84
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
Summary				
	Total Labor Costs:	\$95,619.63	\$95,618.21	\$191,237.84
	Total Direct Costs:	\$6,600.00	\$6,600.00	\$13,200.00
	Total Indirect Costs:	\$0	\$0	\$0
Grand Total		\$102,219.63	\$102,218.21	\$204,437.84
	Fund Sources (Percent Share):	50.00%	50.00%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				



**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:		09/10/2012		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Pam Haines, ext 2538				
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 the City of Plano, Texas and the Plano Independent School District for the Police/School Liaison Program; authorizing its execution by the City Manager, or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	577,170
BALANCE		0	0	577,170
FUND(S): GENERAL FUND				
COMMENTS: Plano Independent School District (PISD) agrees to reimburse the City of Plano Police Department \$577,170 for 50% of the funding for nine (9) Police Officers and one (1) Sergeant assigned to the School Liaison Program at various PISD schools from October 1, 2012 through September 30, 2013.				
STRATEGIC PLAN GOAL: Reimbursement of Plano Police in PISD schools relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.				
SUMMARY OF ITEM				
This Agreement is for the period October 1, 2012 through September 30, 2013. It is an ongoing agreement in which for the fiscal year 2012-2013, PISD is contributing 50% of the funding for nine (9) Plano Police Officers and one (1) Sergeant assigned to the School Liaison Program.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo, Resolution and Exhibit "A"				



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

MEMORANDUM

DATE: August 24, 2012
TO: LaShon Ross, Deputy City Manager
FROM: Greg Rushin, Chief of Police *GR*
SUBJECT: Renewal of School Liaison Contracts with Plano Independent School District

Since 1983, the Plano Police Department and Plano Independent School District have engaged in a partnership to provide police presence in the schools. Officers build relationships with the administrators, teachers and students in the school. They are the first line of defense in a critical incident and they handle criminal incidents that occur in the schools.

School Liaison Officers are assigned to the three Senior High Schools, five High Schools and the Special Programs facility. The cost of these nine officers is shared equally between the City of Plano and Plano Independent School District.

I recommend that we renew the contracts with Plano Independent School District for the 2012-2013 school year.

If these positions are not funded for the upcoming school year, there will be no School Liaison Officers present on the Plano Independent School District campuses to support the students and staff members.

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Liaison program; authorizing its execution by the City Manager, or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Agreement by and between City of Plano and Plano Independent School District, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

Section III. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED this the 10th day of September, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

POLICE/SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2012, between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Plano Independent School District of the City of Plano, an independent school district of Collin County, Texas (hereinafter called "PISD"). Together, the CITY and PISD shall be referred to as the "parties".

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code ("Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, PISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities and obligations of the School Liaison Officers, the CITY and PISD.

WHEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

I.

SCOPE OF AGREEMENT

CITY shall provide ten (10) employees who are certified police officers for the School Liaison Program in the 2012-2013 fiscal year, to be assigned to duties described in the 2012-2013 Memorandum of Understanding, Administrative Guidelines and Operational Guidelines, attached hereto as Attachment "1" and incorporated herein for all purposes. As well as the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment "2".

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2012, and ending the 30th day of September 2013.

Subject to Section VI., Availability of Funds, this Agreement may be renewed for subsequent fiscal years if PISD provides CITY with written intent of their desire to renew no later than June 15 preceding the fiscal year, AND if CITY provides PISD with written acceptance. Renewals of this Agreement shall be at the then current actual costs for officers.

III.

PAYMENT FOR SERVICES

PISD shall pay CITY the sum of \$48,098.00 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 50% of nine (9) certified police officers and one (1) sergeant provided by the CITY.

PISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a liaison officer is absent due to sick leave, training, subpoena or court appearance, compensation

time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave. If a liaison officer is absent more than fifteen (15) consecutive school days, the liaison officer shall be replaced or payment shall be reduced on a prorated basis.

In the event CITY exercises its right to reassign one or more liaison officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than fifteen (15) consecutive school days, payment for service shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Liaison Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between PISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of PISD employees and shall not be considered in any manner to be PISD employees.

V.

INSURANCE

CITY is self-insured, and shall provide PISD documentation of its coverage, said coverage to meet the approval of PISD. CITY shall also provide, during the term of this Agreement, workers' compensation insurance, including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement. As to all insurance provided by CITY, it shall provide PISD with documentation indicating such coverage prior to the beginning of any activities under this agreement.

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2012-2013 fiscal year. PISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

This Agreement may be terminated by either party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party.

VIII.

ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

IX.

WAIVER

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

X.

PLACE OF PERFORMANCE: VENUE

All obligations of each party to this Agreement shall be performed in Collin County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Collin County, Texas.

XI.

NOTICES

Notices to PISD shall be deemed given when delivered in person to the Superintendent of Schools of PISD or on the next business day after the mailing of said notice addressed to said PISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 2700 W. 15th Street, Plano, Texas 75075.

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at P. O. Box 860358, Plano, Texas, 75086-0358.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

XII.

SEVERABILITY PROVISIONS

If any provisions of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

XIII.

MUTUAL HOLD HARMLESS

To the extent allowed by law PISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law CITY does hereby agree to waive all claims against, release, and hold harmless PISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

XIV.

ENTIRE AGREEMENT OF PARTIES

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and day first above written.

Approved as to Form:

City of Plano

By:

Diane Wetherbee, City Attorney

Bruce D. Glasscock, City Manager

Approved as to Form:

Plano Independent School District

By:

Attorney for PISD

Cathy Galloway

Title:

Associate Superintendent/PISD

ACKNOWLEDGMENT

**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 corporation.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2012 by Cathy Galloway, **Associate Superintendent of the PLANO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

Notary Public in and for the State of Texas

MEMORANDUM OF UNDERSTANDING
Administrative Guidelines
Plano Police Department – Plano Independent School District
School Year 2012-2013

The following administrative guidelines are adopted for the School Liaison Officer program during school year 2012-2013:

1. The School Liaison Officer (SLO) program is provided with the understanding that each school has different needs. School Liaison Officers will provide an approach that is most appropriate for the school they work and the circumstances they encounter. Officers and supervisors will coordinate with school principals and prioritize their work so that it helps both the school and the Plano Police Department (hereinafter called Department) reach their stated goals.
2. At the beginning of each school year, the appropriate SLO supervisor shall meet with each school principal to determine the most effective hours, for the school and the Department, for the SLO assigned to that school.
3. The assignment and scheduling of officers to specific campuses will be coordinated with PISD administrators to ensure the best working relationship possible is maintained. PPD SOP 403.001 (attached) contains procedures for assignment and reassignment of SLOs.
4. SLO vacancies will be filled according to the procedures of the Department. Priorities for filling these vacancies will be determined by the staffing requirements of the Department in relation to the need for SLOs at the time the vacancy occurs.
5. The Department will make every effort to minimize mandatory absences by SLOs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SLO, which will require their absence. The SLO will keep the principal informed of any of these absences when they occur.
6. The SLOs will staff summer school as determined by the Department and PISD, together.
7. Payment for SLO activities which exceed the normal forty-hour work week will be handled as follows.
 - a. In addition to PISD's monthly payment for services, SLOs attending school extracurricular activities at the request of principals or other PISD staff will be compensated at the Department overtime rate by PISD. Examples include but are not limited to attendance at athletic events and open house.
 - b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the Department.

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Administrative Guidelines
School Year 2012-2013

- c. Attendance at other events when such attendance has not been requested by PISD staff pursuant to 7(a), above and which are not a normal police function, such as field trips when the officer is invited as a guest, will not be compensated.
8. At the end of the school year, the principal of each school having a liaison officer assigned will be asked to comment on the effectiveness of the officer in a meeting held by the Department. (form attached)
9. All comments, criticisms, suggestions, and recommendations for SLO assignments or performance will be immediately referred, without delay, to the appropriate SLO supervisor. The supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.
10. The Department shall have the final authority in all criminal matters in which SLOs become involved as directed by departmental policies and procedures as well as federal, state, and local laws.
11. School administrators understand that once the police arrive at the scene of an incident, they are in charge of that scene and will make the decisions they feel are appropriate.
12. SLOs will meet regularly with the campus principal and/or administrators to discuss safety concerns observed by the SLO and/or campus staff.
13. Once per semester, the SLOs, SLO Supervisor, and PISD security staff will meet as a group to discuss safety and security concerns, trends, and issues affecting campuses and students.
14. A copy of the monthly SLO activity report will be forwarded to PISD security each month that regular or summer school is in session.

Nothing in this memorandum of understanding or the contract for police liaison services should be construed to prevent a police officer from acting solely as a law enforcement or peace officer, and when doing so the officer shall not be subject to the terms and conditions of this agreement. Nothing in this agreement or contract shall override any policy or procedure of the Department.

The officer's actions and options are governed by the laws of the State of Texas and police department policy.

Gregory W. Rushin
Chief, Plano Police Department

Date

Cathy Galloway
Associate Superintendent - District Services
Plano Independent School District

Date

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991

REVISION DATE: October 28, 2009

REVIEW DATE:

REVIEW SCHEDULE: Annual

I. PURPOSE

The School Liaison Officer (“SLO”) program is designed to contribute to a safe learning environment in each public school while imparting knowledge and values to students of the Plano Independent School District and Frisco Independent School District that operate within the City of Plano. By being a visible and accessible role model, an SLO can establish communication and enhance rapport with students.

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

- (1) The SLO will likely be the first responder to threats and emergencies. SLOs must be proficient in core police multi-contact, force-on-force skills.
- (2) SLOs will be required to complete additional training in Force on Force/Move to Contact annually.

b. Prevention

- (1) By being actively engaged with students an SLO will have an opportunity to recognize and become familiar with students’ personalities and behavior traits. If a child begins to act differently or exhibit any of the warning signs this may be noticed by someone (friends, family, staff and/or SLO). This information should be forwarded to the SLO and/or staff so an appropriate referral can be made.
- (2) General warning signs to be aware of:
 - (a) Fascination with violence and weapons;
 - (b) Bullying;
 - (c) Socially withdrawn (“loners”);
 - (d) Known to have access to guns;
 - (e) Openly speaking of revenge;
 - (f) Verbalizing inability to handle stressors including those at home and school;
 - (g) Depression;
 - (h) Attempted suicide in the past, and
 - (i) Prefers TV shows, movies, games, music or other materials dealing with violent themes.¹

c. Rapport

- (1) SLOs are responsible for establishing a viable and workable communications link between students, the police department, and the school district. Ideally, this link will create a free-flow of information between all parties. A greater understanding of other’s feelings and responsibilities should result from this communication.

¹ Ronald G. Lynch and Scott R. Lynch. The Police Manager Sixth Edition. New York, Bender 2005.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991

REVISION DATE: October 28, 2009

REVIEW DATE:

REVIEW SCHEDULE: Annual

- (2) This environment will provide the child with an opportunity to communicate their feelings to the SLO.
 - (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.
2. Secondary
- a. Be on campus during school hours.
 - (1) All leave and training must be approved by a supervisor. School principals will be notified when the SLO is away from campus during school hours.
 - (2) SLOs will maintain a high state of visibility on school campuses. Before an SLO leaves the school campus he/she should receive approval from the SLO Sergeant.
 - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
 - b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SLO's school campus.
 - c. SLOs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SLOs regarding custody situations must be done within their statutory authority.
 - d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
 - e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
 - f. Be the campus advisor for the Crime Stoppers Program.
 - g. Notify SLO Sergeant and principal(s) when an arrest is made on campus.
 - h. When possible, divert juveniles from the criminal justice system to other social service agencies.
 - i. Coordinate joint Department/school activities.
 - j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
 - k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
 - l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
 - m. Resolve specific problems or misunderstandings concerning the criminal justice system.
 - n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
 - o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991

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- p. Provide information to those needing help in areas not related to criminal justice.
 - q. Counsel students, parents, principals, and teachers to resolve specific problems or misunderstandings concerning the criminal justice system.
 - r. Counsel students and faculty members on school and/or personal problems.
 - s. Perform other duties as necessary to achieve the goals of the program.
- B. SLO Sergeant responsibilities
- 1. Coordinate activities with school district staff to ensure the goals of the Department and school district are being met in the most effective and efficient manner possible.
 - 2. Keep school district administrators informed of significant SLO activity.
 - 3. Initiate scheduled visits with campus principals.
 - 4. Inform designated school district administration personnel of notable activities of the SLOs and significant other police activities affecting schools.
 - 5. Assign and schedule officers to specific campuses, in coordination with school district administration, to ensure the best working relationship is maintained.
 - 6. Sergeants will directly notify either the SSD Lieutenant or school district administration when inclement weather may impair the safe transportation of students.
- C. Offense Reporting and Calls for Service
- 1. SLOs are responsible for generating reports on offenses occurring at their schools. To this end, SLOs shall encourage school personnel and students to report offenses to them.
 - 2. Under certain circumstances, patrol officers may answer calls for service at schools. These include, but are not limited to the following:
 - a. If the call was received by PSC and not reported to the SLO;
Note: PSC will not hold calls for notification of the school officer. A beat unit will be assigned to the call.
 - b. If the call will remove the SLO from the school;
 - c. If the call will take an extended period of time, and
 - d. If the SLO is, or will be, busy with other calls, talks, meetings, etc.
 - 3. The goal is to have campus SLOs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SLOs will not transport prisoners whenever possible; however, the SLO will have arrest reports and other needed paperwork completed prior to calling a patrol officer for transport.
 - 4. Occasionally, criminal mischief and burglary of motor vehicle offenses occur on campus parking lots. Although SLOs are not prohibited from handling calls on the parking lot, they are not responsible for these type calls. If the campus has a parking lot officer, that officer will complete the reports; otherwise a beat officer will be dispatched.
- D. Chain of Command

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991

REVISION DATE: October 28, 2009

REVIEW DATE:

REVIEW SCHEDULE: Annual

While reasonable attempts will be made to create a strong partnership with the school districts, SLOs are under the direct supervision of the Police department and not the school districts. A memorandum of understanding will govern the program and will be renewed annually.

E. SLO Transfers

1. On occasion, the necessity may arise for an SLO to be transferred from a campus or totally removed from the program. An event of this type can be distressing to all parties involved, including students, school district administrators and staff, the SLO, and police department administration.
2. As stated above, SLOs will receive their supervision from the police department. It is the responsibility of the SLO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SLO can perform.
3. If a conflict should develop between an SLO and his/her campus administrators, the SLO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SLO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SLO to be transferred or removed will be directed to the Chief of Police. At the discretion of the Chief of Police, an internal investigation may be initiated to gather facts relating to the situation.
5. No SLO shall be reassigned without approval of the Chief of Police or designee. If it is agreed that a reassignment is necessary, the Chief of Police will provide written notification to school district administration. This notification will include the reasons for the reassignment and the expected effective date. Copies of the notification will be provided to the affected SLO and the SLO's supervisors.
6. The SLO sergeant will immediately notify the school principals of the reassignment and the expected effective date. The sergeant may briefly explain the reasons for the reassignment. At least two days prior to the effective date, when practicable, the sergeant will accompany the SLO to his/her new campus and provide introductions to the SLO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SLO at any time such move is deemed to be in the best interests of the police department and the SLO program.

F. Summer Recess, holidays, and other non-school days

Command staff will determine where an SLO will be assigned when school is not in session. Assignments will be based on Departmental needs and priorities (Patrol, Traffic, Warrants, PSU, etc.) Individual SLO assignments will be based on unit seniority.

MEMORANDUM OF UNDERSTANDING
Operational Guidelines
Plano Police Department – Plano Independent School District
School Year 2012-2013

The following operational guidelines are adopted for operations by and between the Plano Police Department and the Plano Independent School District (“Plano ISD” or “School”) during school year 2012-2013. In all situations, Plano ISD authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, or other disorderly conduct) that are not observed by a police officer.

Guideline – A District administrator shall notify the police. The officer shall determine if the elements of justifying an arrest or issuance of a notice to appear are present. If those elements are present, the officer shall have the discretion to arrest, issue a notice to appear, or file the charge at large. The District administrator or staff member witnessing the offense may be required to provide a witness statement if enforcement action is taken, and may be later called as a witness if the matter proceeds to court.

A School administrator who believes that a person on School property or at a School-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from School property or the School-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials in accordance with the Plano ISD *Student Code of Conduct*.

A School administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements are present the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the School administrator according to Plano ISD the *Student Code of Conduct*.

Officers may investigate incidents reported by parents and issue citations if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on School property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the Plano ISD *Student Code of Conduct*.

3. Incident – Persons found in possession of any controlled substance on School property.

Guideline – The School administrator shall call the police. The officer shall determine if the elements justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a citation, or file at large.

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Operational Guidelines
School Year 2012-2013

4. Incident – A person is found on School property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The School administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – School administrators are informed that a person has within the past five (5) days possessed a weapon on School property.

Guideline – The School administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on School property.

Guideline – The School administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Plano police officer asks to see a student for an interview or to be taken into custody.

Guideline – Police Department Administrative Directive 112.029 (copy attached) will be followed.

8. Incident – A teacher, school counselor, or administrator is assaulted on campus.

Guideline – The School administrator shall immediately report the assault to the police. The responding officer will determine if the elements to justify an arrest are present. If so, the officer shall arrest and remove the student from the campus.

Citations will not be issued for an assault on School personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The School administrator shall notify the police. The responding officer shall determine if the elements justifying an arrest exist. If those elements do exist, the officer shall arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

10. Incident – Bomb threats.

Guideline – Officers responding to the report of a bomb threat on School property shall act in accordance with Police Department Administrative Directive 112.002 (copy attached).

All bomb threats shall be reported to the police and district security in keeping with district procedures listed in the emergency procedure manual. The principal or administrator in charge of the Plano ISD facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

11. Incident – Drug Interdiction Program.

Guideline – Plano ISD has an active drug interdiction program using District-owned narcotics detection canines and District handlers. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures.

12. Incident – Incident occurs and School Liaison Officer is at another campus.

Guidelines - The School administrator shall contact the SLO by telephone in cases where an incident occurs and the SLO is working at another campus for the day. The SLO will determine the best course of action for assisting the principal with the incident and will coordinate the needed response. It may involve a report being taken by the Telephone Reporting Unit, or a Patrol Officer being summoned with the SLO conducting follow-up the next day they are on campus. The SLO may also determine that a nearby SLO or SLO Sergeant should respond, or the SLO could respond if appropriate. The School administrator should call 911 if the incident involves an in-progress serious crime or a critical incident that requires an immediate response.

These operational guidelines are generated in an effort to provide a consistent response to the most common events occurring on Plano ISD campuses. However, there will be instances where circumstance will dictate a different response by both officers and administrators and instances that are not encompassed by these guidelines. Both officers and administrators are encouraged to contact their respective supervisors with questions regarding these operational guidelines or instances not addressed herein. Further, any decision by the Plano Police Department not to arrest or issue a citation is not determinative of any action taken by the Plano ISD under its *Student Code of Conduct*.

Gregory W. Rushin
Chief, Plano Police Department

Date

Cathy Galloway
Associate Superintendent – District Services
Plano Independent School District

Date

ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS

EFFECTIVE DATE: March 1, 2000

REVISION DATE: February 4, 2009

REVIEW DATE:

AFFECTS: Sworn Personnel

I. PURPOSE

The purpose of this directive is to provide procedures to be followed by officers of the Plano Police Department who intend to interview students at schools.

II. POLICY

If an interview with a student is to be conducted at a school, it is the policy of the Department to notify school officials. School officials may be notified after contact has been made with a student if the time or circumstances do not allow for prior notification. Such circumstances may include, but are not limited to, situations involving an imminent threat of serious bodily injury, death, or violence. Notification of school officials may also be delayed if the investigating officer determines that such notification may interfere with an investigation. The investigating officer must receive supervisory approval to delay notification to school officials when exigent circumstances do not exist.

III. PROCEDURE

- A. Prior to interviewing any student at a school, the interviewing officer will contact the principal or vice principal of the school concerned when the circumstances do not call for an immediate police response or action be taken.
 - 1. The interviewing officer will notify the school official that the officer needs to interview a student pursuant to an official police investigation, identify the student, and request the official to produce the student for the interview.
 - 2. As needed, the interviewing officer may seek the assistance of a School Liaison Officer (SLO) for the purpose of ascertaining the student's schedule, arranging for an interview location, and/or providing needed background information. In no case, however, will the SLO be responsible for the notification required above.
- B. Except as noted in Section F below, PISD policy requires a school official to notify the parent/guardian of a student produced for interview by a police officer. This is regardless of the student's age.
 - 1. If the parent objects to the interview, the interviewing officer will be notified immediately, and the interviewing officer will speak directly with the parent/guardian prior to any further interview.
 - 2. In no case will a school official be placed in the position of serving as an intermediary between the parent/guardian and the officer.
- C. A school official may ask to sit in on an interview with the student, but this will be at the discretion of the interviewing officer. In case of a conflict over this matter, the officer will notify his/her supervisor. The supervisor will attempt to resolve the conflict through appropriate contact with a school administrator.
- D. It is the responsibility of the interviewing officer to notify the parent/guardian after the interview has concluded.
- E. If a juvenile is taken into custody the officer shall comply with Texas Family Code 52.02 (b) which requires prompt parental notification and a statement of the legal reason for taking the child into custody.
- F. An exception to the contact policy exists when articulable circumstances lead the officer to believe the notification would put the student at risk or could otherwise hinder the investigation.
- G. Other Considerations
 - 1. This directive is not intended to inhibit school liaison officers (SLOs) from investigating crimes and interviewing students or to hamper the special relationship an SLO has with his/her

**ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS**

EFFECTIVE DATE: March 1, 2000
REVIEW DATE:
AFFECTS: Sworn Personnel

REVISION DATE: February 4, 2009

- school. That notwithstanding, an SLO who is conducting an interview of a student pursuant to an official investigation is under the same obligation to notify the appropriate school official as any other investigating officer.
2. At any time an officer becomes aware of a crime which is of a “high profile” nature and which may draw unusual public, media, or political attention, the officer shall notify his/her supervisor immediately. Such crimes will be referred to CISD for investigation. SLOs are specifically prohibited from conducting extensive or prolonged investigations, especially those which may result in excessive public, media, or political attention.

MEMORANDUM OF UNDERSTANDING
Campus Crime Stoppers Program
Plano Police Department – Plano Independent School District
August 24, 2012 to August 24, 2013

Purpose Statement: Crime Stoppers is a program authorized by state law, and is operated by the North Texas Crime Commission, assisted by the Plano Police Department. This program allows students to report the commission of crime in an anonymous and confidential fashion while performing their civic duties.

The following agreement is adopted for the period starting August 24, 2012 to August 24, 2013.

1. School Liaison Officers (SLOs) need approximately 20 minutes of core class time during the first three weeks of school to explain the program to students. These presentations should be scheduled so the liaison officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SLOs need to brief all staff members about the program. They will be told when to use the telephone tip number and when to complete a school offense report.
3. Students requesting to call the tip line telephone number while at school should be directed to the SLO.
4. All requests for information that pertain to Crime Stopper tips or records will be forwarded to the coordinator and relayed to North Texas Crime Commission.
5. The NTCC will immediately be notified of any legal action referencing Crime Stoppers.
6. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

Gregory W. Rushin
Chief, Plano Police Department

Date

Cathy Galloway
Associate Superintendent - District Services
Plano Independent School District

Date

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

This directive establishes procedures for handling bomb threats and actual bomb emergencies and identifies the responsibilities of Communications and Police personnel.

I. POLICY

Bomb threats and actual bomb emergencies present a serious threat to officers, the public and to property. It is the policy of the Plano Police Department to respond effectively to all bomb threats, assess each threat individually, and handle each threat in the manner intended to provide for the greatest safety of the general public.

II. PROCEDURES

A. Notification of Bomb Threat

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the reported bomb,
 - (2) The time set for detonation,
 - (3) Description of the bomb,
 - (4) The type of explosive,
 - (5) The type of bomb (pipe, etc.), and
 - (6) The reason for the bombing.
 - b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. The designated departmental bomb investigations personnel,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party.

B. Notification of Actual Bomb Emergency

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the bombing,
 - (2) The extent of injury and damage,
 - (3) Identification and location of the reporting person.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- b. Immediately notify Public Safety Communications personnel.
 2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. Hazardous Device Unit Bomb Technicians,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party,
 - i. The Chief of Police
 - j. The local office of the FBI
 - k. Local hospitals, if injuries are extensive enough to exceed normal operating capacities.
- C. Responsibilities
 1. Employee taking the initial call for service
 - a. Employees that receive calls from general public shall maintain a City of Plano Bomb Threat Info Sheet near their phone (found with PPD forms).
 - b. Maintain a calm and professional demeanor when taking the call. Notes should be kept indicating times, places, and other pertinent facts regarding the incident.
 - c. The call taker should attempt to ascertain the location of the bomb and detonation time.
 - d. If an employee of the Police Department receives the actual bomb threat, the call taker should pay attention to distinctive speech patterns of the caller and listen for any background noises.
 - e. If an employee of the Police Department receives the actual bomb threat, he/she should attempt to keep the caller on the line for as long as possible and try to find out the reason for the bomb threat or actual bomb placement, i.e. what he/she is attempting to achieve through this action.
 2. Responding Police Units
 - a. When patrol personnel arrive at the scene they shall advise communications of the situation. **Radio, MDT, and cellular phone use must be avoided and notification made through use of the nearest available telephone. Responding units should turn off all radios, MDCs, and cellular phones. Bomb investigations personnel may also request that pagers be disabled.**
 - b. The shift sergeant and one on-duty patrol officer will respond to the call.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- c. The shift sergeant will determine if additional patrol units are needed at the scene and determine if specialized units are needed, i.e., criminal investigators, bomb disposal, or evidence technicians.
- d. The first units to arrive will:
 - (1) Establish a security perimeter,
 - (2) Organize a search team if needed,
 - (3) Coordinate with the Fire Department, and
 - (4) Arrange for post-explosion notifications if the device has already detonated.
- 3. Determination of Actions to Be Taken
 - a. The victim or complainant will be responsible for determining what action he/she wishes to take with respect to evacuation, searching the building or disregarding the threat. Officers at the scene will provide any reasonable assistance.
 - b. The supervisor at the scene may request that the management clear the building. If management will not comply, the name and identification of the person contacted with the request shall be noted. If a bomb is located or there is strong evidence that a bomb is on premises the supervisor may order evacuation of the building.
 - c. Calling for mutual aid assistance may, in some instances, be necessary and will be done based upon the recommendations of the Hazardous Devices Unit Bomb Technicians.
- 4. Searching the Premises
 - a. If the victim or complainant determines that he/she wishes to have the building searched, he/she will provide persons who are familiar with the area to assist in the search.
 - b. The on-scene supervisor will designate search teams based on the number of personnel available and the size and complexity of the area to be searched. The search pattern shall be coordinated to avoid repetition. If possible, a copy of the building floor plan should be used to assist in planning the search.
 - c. Searchers shall be instructed to not use radios or cellular phones and to not smoke. Searchers should be warned not to change the environment of the area to be searched such as turning light switches off or on. Flashlights should be used if auxiliary light is needed.
 - d. All areas open to the public should be given special attention: restrooms, trash receptacles, stairwells, elevator shafts, etc. If possible, workers should be asked to check their own work areas for suspicious or unusual objects.
 - e. Searchers shall use extreme caution not to disturb any suspicious package that may be located. If the search reveals any item that could possibly be an explosive device, searchers should not attempt to remove or disarm it in any way. Searchers should note the location of the device, exit the area, and notify Hazardous Device Unit personnel.
 - f. Upon completion of the search, if a device is not found, the complainant should be informed that the search revealed nothing. The complainant or manager of the building must decide if re-occupation of the area is to be permitted.

D. Reports

- 1. The primary officer will prepare an Offense report at the completion of the incident response.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

2. The on-scene supervisor shall complete an after action report to the Chief. The report shall identify the extent of personnel and resources utilized and identify any deficiencies in departmental policy or procedure relative to the incident.



**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:		09/10/2012			
Department:		Police Department			
Department Head		Gregory W. Rushin			
Agenda Coordinator (include phone #): Pam Haines, ext 2538					
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 the City of Plano, Texas and the Frisco Independent School District for the Police/School Liaison Program; authorizing its execution by the City Manager, or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	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	112,320	112,320
BALANCE		0	0	112,320	112,320
FUND(S): GENERAL FUND					
COMMENTS: Frisco Independent School District (FISD) agrees to reimburse the City of Plano Police Department \$112,320 for the funding of one (1) Police Officer assigned to the School Liaison Program from October 1, 2012 through September 30, 2013.					
STRATEGIC PLAN GOAL: The reimbursement of Plano Police School Liaison Officers in FISD schools located within Plano city limits relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.					
SUMMARY OF ITEM					
This Agreement is for the period of October 1, 2012 through September 30, 2013. It is an ongoing agreement in which for the fiscal year 2012-2013, FISD is contributing 100% of the funding for one (1) Plano Police Officer assigned to the School Liaison Program.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo, Resolution, Exhibit "A"					



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

MEMORANDUM

DATE: August 24, 2012
TO: LaShon Ross, Deputy City Manager
FROM: Greg Rushin, Chief of Police *GR*
SUBJECT: Renewal of School Liaison Contract with Frisco Independent School District

The Plano Police Department has partnered with Frisco Independent School District to provide a school liaison officer at Fowler Middle School since 2006. Fowler Middle School is a Frisco Independent School District school within the Plano city limits.

School Liaison Officers (SLO) interact with students, teachers and administrators on a daily basis. They build relationships and rapport with the students to influence the students in a positive manner. The SLO is the first line of defense in major incidents that occur at the school and handle all issues that occur at the school.

Frisco Independent School District pays the entire cost of the SLO at Fowler Middle School.

I recommend that we renew the contract with Frisco Independent School District for the 2012-2013 school year.

If this position is not funded for the upcoming school year, there will be no School Liaison Officer present at the Fowler Middle School campus to support the students and staff members.

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Agreement by and between City of Plano and Frisco Independent School District, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

Section III. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED this the 10th day of September, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

POLICE/SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2012 between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Frisco Independent School District of the City of Frisco, an independent school district of Collin County, Texas (hereinafter called "FISD").

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code ("Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, FISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities and obligations of the School Liaison Officers, the CITY and FISD.

WHEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

I.

SCOPE OF AGREEMENT

CITY shall provide one (1) employee who is a certified police officer for the School Liaison Program in the 2012-2013 fiscal year, to be assigned to duties described in the 2012-2013 Memo of Understanding, Administrative Guidelines, attached hereto as Attachment "1" and incorporated herein for all purposes.

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2012 and ending the 30th day of September 2013.

Subject to Section VI availability of funds, this Agreement may be renewed for subsequent fiscal years if FISD provides CITY with written intent of their desire to renew no later than June 15 preceding the fiscal year, AND if CITY provides FISD with written acceptance. Renewals of this Agreement shall be at the then current actual costs for officers.

III.

PAYMENT FOR SERVICES

FISD shall pay CITY the sum of \$9,360.00 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 100% of one (1) certified police officer provided by the CITY.

FISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a liaison officer is absent due to sick leave, training, subpoena or court appearance, compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave.

In the event CITY exercises its right to reassign one or more liaison officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than thirty (30) consecutive school days, payment for service shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Liaison Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between FISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of FISD employees and shall not be considered in any manner to be FISD employees.

V.

INSURANCE

CITY is self-insured, and shall provide FISD documentation of its coverage, said coverage to meet the approval of FISD. CITY shall also provide, during the term of this Agreement, workers' compensation insurance, including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement. As to all insurance provided by CITY, it shall provide FISD with documentation indicating such coverage prior to the beginning of any activities under this agreement.

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2012-2013 fiscal year. FISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

This Agreement may be terminated by either party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party.

VIII.

ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

IX.

WAIVER

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

X.

PLACE OF PERFORMANCE: VENUE

All obligations of each party to this Agreement shall be performed in Collin County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, and the exclusive venue for any legal proceedings involving this Agreement shall be Collin County, Texas.

XI.

NOTICES

Notices to FISD shall be deemed given when delivered in person to the Superintendent of Schools of FISD or on the next business day after the mailing of said notice addressed to said FISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 6942 Maple Street, Frisco, Texas 75034

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at P. O. Box 860358, Plano, Texas, 75086-0358.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

XII.

SEVERABILITY PROVISIONS

If any provisions of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

XIII.

MUTUAL HOLD HARMLESS

To the extent allowed by law FISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all

expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law CITY does hereby agree to waive all claims against, release, and hold harmless FISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents.

XIV.

ENTIRE AGREEMENT OF PARTIES

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and day first above written.

Approved as to Form:

City of Plano

By:

Diane Wetherbee, City Attorney

Bruce D. Glasscock, City Manager

Frisco Independent School District

By:

Richard Wilkinson

Title:

Deputy Superintendent, Business & Operations
Frisco Independent School District

ACKNOWLEDGMENT

**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 corporation.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2012 by Richard Wilkinson, **Deputy Superintendent, Business & Operations of the FRISCO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

Notary Public in and for the State of Texas

MEMORANDUM OF UNDERSTANDING
Administrative Guidelines
Plano Police Department – Frisco Independent School District
School Year 2012-2013

The following administrative guidelines are adopted for the School Liaison Officer program during school year 2012-2013:

1. The School Liaison Officer (SLO) program is provided with the understanding that each school has different needs. School Liaison Officers will provide an approach that is most appropriate for the school they work and the circumstances they encounter. Officers and supervisors will coordinate with school principals and prioritize their work so that it helps both the school and the Plano Police Department (hereinafter called Department) reach their stated goals.
2. At the beginning of each school year, the appropriate SLO supervisor shall meet with each school principal to determine the most effective hours, for the school and the Department, for the SLO assigned to that school.
3. The assignment and scheduling of officers to specific campuses will be coordinated with Fisd administrators to ensure the best working relationship possible is maintained. PPD SOP 403.001 (attached) contains procedures for assignment and reassignment of SLOs.
4. SLO vacancies will be filled according to the procedures of the Department. Priorities for filling these vacancies will be determined by the staffing requirements of the Department in relation to the need for SLOs at the time the vacancy occurs.
5. The Department will make every effort to minimize mandatory absences by SLOs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SLO, which will require their absence. The SLO will keep the principal informed of any of these absences when they occur.
6. Payment for SLO activities which exceed the normal forty-hour work week will be handled as follows.
 - a. In addition to Fisd's monthly payment for services, SLOs attending school extracurricular activities at the request of principals or other Fisd staff will be compensated at the Department overtime rate by Fisd. Examples include but are not limited to attendance at athletic events and open house.
 - b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the Department.
 - c. Attendance at other events when such attendance has not been requested by Fisd staff pursuant to 6(a), above, and which are not a normal police function, such as field trips when the officer is invited as a guest, will not be compensated.

Page 2
Administrative Guidelines
School Year 2012-2013

7. At the end of the school year, the principal of each school having a liaison officer assigned will be asked to comment on the effectiveness of the officer in a meeting held by the Department. (form attached)
8. All comments, criticisms, suggestions, and recommendations for SLO assignments or performance will be immediately referred, without delay, to the appropriate SLO supervisor. The supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.
9. The Department shall have the final authority in all criminal matters in which SLOs become involved as directed by departmental policies and procedures as well as federal, state, and local laws.
10. School administrators must realize that once the police arrive at the scene of an incident, they are in charge of that scene and will make the decisions they feel are appropriate.

Nothing in this memorandum of understanding or the contract for police liaison services should be construed to prevent a police officer from acting solely as a law enforcement or peace officer, and when doing so the officer shall not be subject to the terms and conditions of this agreement. Nothing in this agreement or contract shall override any policy or procedure of the Department.

The officer's actions and options are governed by law and police department policy.

Gregory W. Rushin
Chief, Plano Police Department

Date

Richard Wilkinson
Deputy Superintendent, Business & Operations
Frisco Independent School District

Date

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991

REVISION DATE: October 28, 2009

REVIEW DATE:

REVIEW SCHEDULE: Annual

I. PURPOSE

The School Liaison Officer (“SLO”) program is designed to contribute to a safe learning environment in each public school while imparting knowledge and values to students of the Plano Independent School District and Frisco Independent School District that operate within the City of Plano. By being a visible and accessible role model, an SLO can establish communication and enhance rapport with students.

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

- (1) The SLO will likely be the first responder to threats and emergencies. SLOs must be proficient in core police multi-contact, force-on-force skills.
- (2) SLOs will be required to complete additional training in Force on Force/Move to Contact annually.

b. Prevention

- (1) By being actively engaged with students an SLO will have an opportunity to recognize and become familiar with students’ personalities and behavior traits. If a child begins to act differently or exhibit any of the warning signs this may be noticed by someone (friends, family, staff and/or SLO). This information should be forwarded to the SLO and/or staff so an appropriate referral can be made.
- (2) General warning signs to be aware of:
 - (a) Fascination with violence and weapons;
 - (b) Bullying;
 - (c) Socially withdrawn (“loners”);
 - (d) Known to have access to guns;
 - (e) Openly speaking of revenge;
 - (f) Verbalizing inability to handle stressors including those at home and school;
 - (g) Depression;
 - (h) Attempted suicide in the past, and
 - (i) Prefers TV shows, movies, games, music or other materials dealing with violent themes.¹

c. Rapport

- (1) SLOs are responsible for establishing a viable and workable communications link between students, the police department, and the school district. Ideally, this link will create a free-flow of information between all parties. A greater understanding of other’s feelings and responsibilities should result from this communication.

¹ Ronald G. Lynch and Scott R. Lynch. The Police Manager Sixth Edition. New York, Bender 2005.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991

REVISION DATE: October 28, 2009

REVIEW DATE:

REVIEW SCHEDULE: Annual

- (2) This environment will provide the child with an opportunity to communicate their feelings to the SLO.
 - (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.
2. Secondary
- a. Be on campus during school hours.
 - (1) All leave and training must be approved by a supervisor. School principals will be notified when the SLO is away from campus during school hours.
 - (2) SLOs will maintain a high state of visibility on school campuses. Before an SLO leaves the school campus he/she should receive approval from the SLO Sergeant.
 - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
 - b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SLO's school campus.
 - c. SLOs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SLOs regarding custody situations must be done within their statutory authority.
 - d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
 - e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
 - f. Be the campus advisor for the Crime Stoppers Program.
 - g. Notify SLO Sergeant and principal(s) when an arrest is made on campus.
 - h. When possible, divert juveniles from the criminal justice system to other social service agencies.
 - i. Coordinate joint Department/school activities.
 - j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
 - k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
 - l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
 - m. Resolve specific problems or misunderstandings concerning the criminal justice system.
 - n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
 - o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991

REVISION DATE: October 28, 2009

REVIEW DATE:

REVIEW SCHEDULE: Annual

- p. Provide information to those needing help in areas not related to criminal justice.
 - q. Counsel students, parents, principals, and teachers to resolve specific problems or misunderstandings concerning the criminal justice system.
 - r. Counsel students and faculty members on school and/or personal problems.
 - s. Perform other duties as necessary to achieve the goals of the program.
- B. SLO Sergeant responsibilities
- 1. Coordinate activities with school district staff to ensure the goals of the Department and school district are being met in the most effective and efficient manner possible.
 - 2. Keep school district administrators informed of significant SLO activity.
 - 3. Initiate scheduled visits with campus principals.
 - 4. Inform designated school district administration personnel of notable activities of the SLOs and significant other police activities affecting schools.
 - 5. Assign and schedule officers to specific campuses, in coordination with school district administration, to ensure the best working relationship is maintained.
 - 6. Sergeants will directly notify either the SSD Lieutenant or school district administration when inclement weather may impair the safe transportation of students.
- C. Offense Reporting and Calls for Service
- 1. SLOs are responsible for generating reports on offenses occurring at their schools. To this end, SLOs shall encourage school personnel and students to report offenses to them.
 - 2. Under certain circumstances, patrol officers may answer calls for service at schools. These include, but are not limited to the following:
 - a. If the call was received by PSC and not reported to the SLO;
Note: PSC will not hold calls for notification of the school officer. A beat unit will be assigned to the call.
 - b. If the call will remove the SLO from the school;
 - c. If the call will take an extended period of time, and
 - d. If the SLO is, or will be, busy with other calls, talks, meetings, etc.
 - 3. The goal is to have campus SLOs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SLOs will not transport prisoners whenever possible; however, the SLO will have arrest reports and other needed paperwork completed prior to calling a patrol officer for transport.
 - 4. Occasionally, criminal mischief and burglary of motor vehicle offenses occur on campus parking lots. Although SLOs are not prohibited from handling calls on the parking lot, they are not responsible for these type calls. If the campus has a parking lot officer, that officer will complete the reports; otherwise a beat officer will be dispatched.
- D. Chain of Command

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991

REVISION DATE: October 28, 2009

REVIEW DATE:

REVIEW SCHEDULE: Annual

While reasonable attempts will be made to create a strong partnership with the school districts, SLOs are under the direct supervision of the Police department and not the school districts. A memorandum of understanding will govern the program and will be renewed annually.

E. SLO Transfers

1. On occasion, the necessity may arise for an SLO to be transferred from a campus or totally removed from the program. An event of this type can be distressing to all parties involved, including students, school district administrators and staff, the SLO, and police department administration.
2. As stated above, SLOs will receive their supervision from the police department. It is the responsibility of the SLO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SLO can perform.
3. If a conflict should develop between an SLO and his/her campus administrators, the SLO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SLO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SLO to be transferred or removed will be directed to the Chief of Police. At the discretion of the Chief of Police, an internal investigation may be initiated to gather facts relating to the situation.
5. No SLO shall be reassigned without approval of the Chief of Police or designee. If it is agreed that a reassignment is necessary, the Chief of Police will provide written notification to school district administration. This notification will include the reasons for the reassignment and the expected effective date. Copies of the notification will be provided to the affected SLO and the SLO's supervisors.
6. The SLO sergeant will immediately notify the school principals of the reassignment and the expected effective date. The sergeant may briefly explain the reasons for the reassignment. At least two days prior to the effective date, when practicable, the sergeant will accompany the SLO to his/her new campus and provide introductions to the SLO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SLO at any time such move is deemed to be in the best interests of the police department and the SLO program.

F. Summer Recess, holidays, and other non-school days

Command staff will determine where an SLO will be assigned when school is not in session. Assignments will be based on Departmental needs and priorities (Patrol, Traffic, Warrants, PSU, etc.) Individual SLO assignments will be based on unit seniority.

MEMORANDUM OF UNDERSTANDING
Operational Guidelines
Plano Police Department – Frisco Independent School District
School Year 2012-2013

The following operational guidelines are adopted for school/police operations during school year 2012-2013. In all situations, school authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, or other disorderly conduct) that are not observed by a police officer.

Guideline – A District administrator shall notify the police. The officer shall determine if the elements of justifying an arrest or issuance of a notice to appear are present. If those elements are present, the officer shall have the discretion to arrest, issue a notice to appear, or file the charge at large. The District administrator or staff member witnessing the offense may be required to provide a written statement if enforcement action is taken, and may be later called as a witness if the matter proceeds to court.

A school administrator who believes that a person on school property or at a school-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from school property or the school-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials according to discipline management guidelines.

A school administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements are present the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the school administrator according to discipline management guidelines.

Officers may investigate incidents reported by parents and issue citations if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on school property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the student code of conduct.

3. Incident – Persons found in possession of any controlled substance on school property.

Guideline – The school administrator shall call the police. The officer shall determine if the elements justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a citation, or file at large.

Page 2
Operational Guidelines
School Year 2012-2013

4. Incident – A person is found on school property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The school administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – School administrators are informed that a person has within the past five (5) days possessed a weapon on school property.

Guideline – The school administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on school property.

Guideline – The school administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Plano police officer asks to see a student for an interview or to be taken into custody.

Guideline – Police Department Administrative Directive 112.029 (copy attached) will be followed.

8. Incident – A teacher, school counselor, or administrator is assaulted on campus.

Guideline – The school administrator shall immediately report the assault to the police. The responding officer will determine if the elements to justify an arrest are present. If so, the officer shall arrest and remove the student from the campus.

Citations will not be issued for an assault on school personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The school administrator shall notify the police. The responding officer shall determine if the elements justifying an arrest exist. If those elements do exist, the officer shall arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

10. Incident – Bomb threats.

Guideline – Officers responding to the report of a bomb threat on school property shall act in accordance with Police Department Administrative Directive 112.002 (copy attached).

Page 3
Operational Guidelines
School Year 2012-2013

All bomb threats shall be reported to the police and district security in keeping with district procedures listed in the emergency procedure manual. The principal or administrator in charge of the district facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

11. Incident – Drug Interdiction Program.

Guideline – Frisco ISD has an active drug interdiction program. This is usually done by contract with the private sector. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures.

These guidelines are generated in an effort to provide a consistent response to the most common events occurring on campus. However, there will be instances where circumstance will dictate a different response by both officers and administrators. Both are encouraged to contact their respective supervisors with questions.

Gregory W. Rushin
Chief, Plano Police Department

Date

Richard Wilkinson
Deputy Superintendent, Business & Operations
Frisco Independent School District

Date

ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS

EFFECTIVE DATE: March 1, 2000
REVIEW DATE:
AFFECTS: Sworn Personnel

REVISION DATE: February 4, 2009

I. PURPOSE

The purpose of this directive is to provide procedures to be followed by officers of the Plano Police Department who intend to interview students at schools.

II. POLICY

If an interview with a student is to be conducted at a school, it is the policy of the Department to notify school officials. School officials may be notified after contact has been made with a student if the time or circumstances do not allow for prior notification. Such circumstances may include, but are not limited to, situations involving an imminent threat of serious bodily injury, death, or violence. Notification of school officials may also be delayed if the investigating officer determines that such notification may interfere with an investigation. The investigating officer must receive supervisory approval to delay notification to school officials when exigent circumstances do not exist.

III. PROCEDURE

- A. Prior to interviewing any student at a school, the interviewing officer will contact the principal or vice principal of the school concerned when the circumstances do not call for an immediate police response or action be taken.
 - 1. The interviewing officer will notify the school official that the officer needs to interview a student pursuant to an official police investigation, identify the student, and request the official to produce the student for the interview.
 - 2. As needed, the interviewing officer may seek the assistance of a School Liaison Officer (SLO) for the purpose of ascertaining the student's schedule, arranging for an interview location, and/or providing needed background information. In no case, however, will the SLO be responsible for the notification required above.
- B. Except as noted in Section F below, PISD policy requires a school official to notify the parent/guardian of a student produced for interview by a police officer. This is regardless of the student's age.
 - 1. If the parent objects to the interview, the interviewing officer will be notified immediately, and the interviewing officer will speak directly with the parent/guardian prior to any further interview.
 - 2. In no case will a school official be placed in the position of serving as an intermediary between the parent/guardian and the officer.
- C. A school official may ask to sit in on an interview with the student, but this will be at the discretion of the interviewing officer. In case of a conflict over this matter, the officer will notify his/her supervisor. The supervisor will attempt to resolve the conflict through appropriate contact with a school administrator.
- D. It is the responsibility of the interviewing officer to notify the parent/guardian after the interview has concluded.
- E. If a juvenile is taken into custody the officer shall comply with Texas Family Code 52.02 (b) which requires prompt parental notification and a statement of the legal reason for taking the child into custody.
- F. An exception to the contact policy exists when articulable circumstances lead the officer to believe the notification would put the student at risk or could otherwise hinder the investigation.
- G. Other Considerations
 - 1. This directive is not intended to inhibit school liaison officers (SLOs) from investigating crimes and interviewing students or to hamper the special relationship an SLO has with his/her

**ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS**

EFFECTIVE DATE: March 1, 2000
REVIEW DATE:
AFFECTS: Sworn Personnel

REVISION DATE: February 4, 2009

- school. That notwithstanding, an SLO who is conducting an interview of a student pursuant to an official investigation is under the same obligation to notify the appropriate school official as any other investigating officer.
2. At any time an officer becomes aware of a crime which is of a “high profile” nature and which may draw unusual public, media, or political attention, the officer shall notify his/her supervisor immediately. Such crimes will be referred to CISD for investigation. SLOs are specifically prohibited from conducting extensive or prolonged investigations, especially those which may result in excessive public, media, or political attention.

MEMORANDUM OF UNDERSTANDING
Campus Crime Stoppers Program
Plano Police Department – Frisco Independent School District
August 24, 2012 to August 24, 2013

Purpose Statement: Crime Stoppers is a program authorized by state law, and is operated by the North Texas Crime Commission, assisted by the Plano Police Department. This program allows students to report the commission of crime in an anonymous and confidential fashion while performing their civic duties.

The following agreement is adopted for the period starting August 24, 2012 to August 24, 2013.

1. School Liaison Officers (SLOs) need approximately 20 minutes of core class time during the first three weeks of school to explain the program to students. These presentations should be scheduled so the liaison officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SLOs need to brief all staff members about the program. They will be told when to use the telephone tip number and when to complete a school offense report.
3. Students requesting to call the tip line telephone number while at school should be directed to the S.L.O.
4. All requests for information that pertains to a Crime Stopper tip or records will be forwarded to the coordinator and relayed to North Texas Crime Commission.
5. The NTCC will immediately be notified of any legal action referencing crime stoppers.
6. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

Gregory W. Rushin
Chief, Plano Police Department

Date

Richard Wilkinson
Deputy Superintendent, Business & Operations
Frisco Independent School District

Date

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

This directive establishes procedures for handling bomb threats and actual bomb emergencies and identifies the responsibilities of Communications and Police personnel.

I. POLICY

Bomb threats and actual bomb emergencies present a serious threat to officers, the public and to property. It is the policy of the Plano Police Department to respond effectively to all bomb threats, assess each threat individually, and handle each threat in the manner intended to provide for the greatest safety of the general public.

II. PROCEDURES

A. Notification of Bomb Threat

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the reported bomb,
 - (2) The time set for detonation,
 - (3) Description of the bomb,
 - (4) The type of explosive,
 - (5) The type of bomb (pipe, etc.), and
 - (6) The reason for the bombing.
 - b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. The designated departmental bomb investigations personnel,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party.

B. Notification of Actual Bomb Emergency

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the bombing,
 - (2) The extent of injury and damage,
 - (3) Identification and location of the reporting person.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- b. Immediately notify Public Safety Communications personnel.
 2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. Hazardous Device Unit Bomb Technicians,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party,
 - i. The Chief of Police
 - j. The local office of the FBI
 - k. Local hospitals, if injuries are extensive enough to exceed normal operating capacities.
- C. Responsibilities
 1. Employee taking the initial call for service
 - a. Employees that receive calls from general public shall maintain a City of Plano Bomb Threat Info Sheet near their phone (found with PPD forms).
 - b. Maintain a calm and professional demeanor when taking the call. Notes should be kept indicating times, places, and other pertinent facts regarding the incident.
 - c. The call taker should attempt to ascertain the location of the bomb and detonation time.
 - d. If an employee of the Police Department receives the actual bomb threat, the call taker should pay attention to distinctive speech patterns of the caller and listen for any background noises.
 - e. If an employee of the Police Department receives the actual bomb threat, he/she should attempt to keep the caller on the line for as long as possible and try to find out the reason for the bomb threat or actual bomb placement, i.e. what he/she is attempting to achieve through this action.
 2. Responding Police Units
 - a. When patrol personnel arrive at the scene they shall advise communications of the situation. **Radio, MDT, and cellular phone use must be avoided and notification made through use of the nearest available telephone. Responding units should turn off all radios, MDCs, and cellular phones. Bomb investigations personnel may also request that pagers be disabled.**
 - b. The shift sergeant and one on-duty patrol officer will respond to the call.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- c. The shift sergeant will determine if additional patrol units are needed at the scene and determine if specialized units are needed, i.e., criminal investigators, bomb disposal, or evidence technicians.
- d. The first units to arrive will:
 - (1) Establish a security perimeter,
 - (2) Organize a search team if needed,
 - (3) Coordinate with the Fire Department, and
 - (4) Arrange for post-explosion notifications if the device has already detonated.
3. Determination of Actions to Be Taken
 - a. The victim or complainant will be responsible for determining what action he/she wishes to take with respect to evacuation, searching the building or disregarding the threat. Officers at the scene will provide any reasonable assistance.
 - b. The supervisor at the scene may request that the management clear the building. If management will not comply, the name and identification of the person contacted with the request shall be noted. If a bomb is located or there is strong evidence that a bomb is on premises the supervisor may order evacuation of the building.
 - c. Calling for mutual aid assistance may, in some instances, be necessary and will be done based upon the recommendations of the Hazardous Devices Unit Bomb Technicians.
4. Searching the Premises
 - a. If the victim or complainant determines that he/she wishes to have the building searched, he/she will provide persons who are familiar with the area to assist in the search.
 - b. The on-scene supervisor will designate search teams based on the number of personnel available and the size and complexity of the area to be searched. The search pattern shall be coordinated to avoid repetition. If possible, a copy of the building floor plan should be used to assist in planning the search.
 - c. Searchers shall be instructed to not use radios or cellular phones and to not smoke. Searchers should be warned not to change the environment of the area to be searched such as turning light switches off or on. Flashlights should be used if auxiliary light is needed.
 - d. All areas open to the public should be given special attention: restrooms, trash receptacles, stairwells, elevator shafts, etc. If possible, workers should be asked to check their own work areas for suspicious or unusual objects.
 - e. Searchers shall use extreme caution not to disturb any suspicious package that may be located. If the search reveals any item that could possibly be an explosive device, searchers should not attempt to remove or disarm it in any way. Searchers should note the location of the device, exit the area, and notify Hazardous Device Unit personnel.
 - f. Upon completion of the search, if a device is not found, the complainant should be informed that the search revealed nothing. The complainant or manager of the building must decide if re-occupation of the area is to be permitted.

D. Reports

1. The primary officer will prepare an Offense report at the completion of the incident response.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

2. The on-scene supervisor shall complete an after action report to the Chief. The report shall identify the extent of personnel and resources utilized and identify any deficiencies in departmental policy or procedure relative to the incident.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/10/2012		
Department:		City Secretary		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): Sharon Kotwitz X7120				
CAPTION				
An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 100 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; 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): NA				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Adoption of the Quarterly Code Supplement relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Adoption of this ordinance enables this supplement to be admissible in court.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 100 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.

WHEREAS, the City Council of the City of Plano, Texas adopted a new Code of Ordinances upon adoption of Ordinance No. 87-3-14, on March 9, 1987; and

WHEREAS, Sections V and VI of Ordinance No. 87-3-14 provide for amendment to said Code of Ordinances; and

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 100; and

WHEREAS, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 100 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement Number 100 as prepared by the codifier.

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

DULY PASSED AND APPROVED this the 10th day of September, 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:		9/10/12		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Casey Srader, x5152				
CAPTION				
An Ordinance of the City of Plano, Texas, approving and adopting the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2012, and terminating September 30, 2013. (Public Hearing held on August 13, 2012.)				
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): VARIOUS				
COMMENTS:				
SUMMARY OF ITEM				
This Ordinance adopts the Operating Budget for Fiscal Year 2012-13 and sets the level of appropriations and transfers for the various funds, as reviewed and adjusted by City Council.				
List of Supporting Documents: Fund Summaries			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, approving and adopting the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2012, and terminating September 30, 2013; and providing an effective date.

WHEREAS, following public notice duly posted and published as required by law, a Public Hearing was held on August 13, 2012, by and before the City Council of the City of Plano, the subject of which was the proposed Operating Budget of the City of Plano for Fiscal Year 2012-13 as filed and submitted by the City Manager in accordance with provisions of the City Charter and state and federal statutes; and

WHEREAS, during said public hearing, all interested persons were given the opportunity to be heard for or against any item or the amount of any item contained in said Operating Budget, after which said public hearing was closed; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the Operating Budget hereinafter set forth is proper and should be approved and adopted.

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

Section I. Subject to the applicable provisions of state law and the City Charter, the Operating Budget for the Fiscal Year beginning October 1, 2012, and terminating September 30, 2013, as filed and submitted by the City Manager and shown attached as Exhibit "A", and adjusted by the City Council, containing estimates of resources and revenues for the year from all of the various sources, and the projects, operations, activities, and purchases proposed to be undertaken during the year, together with the estimated costs thereof, and estimated amounts of all other proposed expenditures, is hereby approved and adopted, as follows:

A.	General Fund - Operating Appropriation:	\$206,780,603
B.	General Fund - Transfer to Capital Reserve Fund:	12,875,000
C.	General Fund - Transfer to Property & Liability Loss Fund:	3,300,672
D.	General Fund - Transfer to Technology Fund:	1,000,000
E.	General Fund - Transfer to PTN Fund:	250,000
F.	General Fund - Transfer to Economic Development Incentive Fund:	6,542,779
G.	Convention & Tourism Fund - Operating Appropriation:	7,458,669
H.	Convention & Tourism Fund - Transfer to General Fund:	339,152

I.	Convention & Tourism Fund - Transfer to Technology Fund:	20,000
J.	Water & Sewer Fund - Operating Appropriation:	88,846,581
K.	Water & Sewer Fund - Transfer to General Fund:	18,221,109
L.	Water & Sewer Fund - Transfer to Water & Sewer CIP:	7,461,484
M.	Water & Sewer Fund – Transfer to Capital Reserve:	3,000,000
N.	Water & Sewer Fund - Transfer to Property & Liability Loss Fund:	658,372
O.	Water & Sewer Fund - Transfer to Technology Fund:	300,000
P.	Water & Sewer Fund - Transfer to Reserve Fund:	3,000,000
Q.	Water & Sewer Fund - Transfer to Technology Services Fund:	2,310,017
R.	Water & Sewer Fund - Transfer to Sustainability:	100,000
S.	Sustainability & Environmental Services Fund - Operating Appropriation:	22,255,709
T.	Sustainability & Environmental Services Fund - Transfer to General Fund:	907,332
U.	Sustainability & Environmental Services Fund - Transfer to Technology Fund:	60,000
V.	Sustainability & Environmental Services Fund - Transfer to Property & Liability Loss Fund:	317,998
W.	Municipal Drainage Fund - Operating Appropriation:	2,737,140
X.	Municipal Drainage Fund - Transfer to General Fund:	367,226
Y.	Municipal Drainage Fund – Transfer to Technology Fund:	20,000
Z.	Municipal Drainage Fund - Transfer to Municipal Drainage Debt:	2,913,352

AA.	Recreation Revolving Fund - Operating Appropriation:	3,445,971
BB.	Recreation Fund - Transfer to General Fund:	177,300
CC.	Golf Course Fund - Operating Appropriation:	837,603
DD.	Golf Course Fund - Transfer to General Fund:	48,095
EE.	Property & Liability Loss Fund - Operating Appropriation:	4,487,341
FF.	HUD Grant Fund - Operating Appropriation:	1,318,704
GG.	PTN Fund - Operating Appropriation:	1,393,171
HH.	Criminal Investigation Fund - Operating Appropriation:	450,000
II.	Technology Fund - Operating Appropriation:	2,534,120
JJ.	Technology Fund - Transfer to CATV Fund:	250,000
KK.	PC Replacement Fund - Operating Appropriation:	602,510
LL.	General Obligation Bond - Debt Service Appropriation:	44,147,296
MM.	Water & Sewer Revenue Bond - Debt Service Appropriation:	395,707

Section II. This ordinance shall be in full force and effect from and after its adoption.

DULY PASSED AND APPROVED this the 10th day of September, 2012.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

APPROVED AS TO FORM:

Diane C. Wetherbee, **CITY ATTORNEY**

COMBINED BUDGET

	Actuals 2010-11	Budget 2011-12	Re-Est 2011-12	Budget 2012-13	% Change 2012-13
BEGINNING BALANCES					
Operating Funds:					
General Fund	\$41,400,577	\$29,911,944	\$44,362,353	\$35,571,885	18.9%
Water & Sewer Fund	14,884,163	19,634,576	28,657,405	19,458,052	-0.9%
Sustainability & Env. Svc. Fund	2,959,266	2,582,365	2,918,899	2,319,565	-10.2%
Convention & Tourism Fund	2,163,878	1,700,921	2,620,893	1,999,339	17.5%
Municipal Drainage Utility Fund	4,448,767	1,725,404	3,996,530	1,740,414	0.9%
Recreation Revolving Fund	653,035	695,924	668,665	707,230	1.6%
Municipal Golf Course Fund	47,965	18,868	(13,258)	61,220	224.5%
PTN Fund	339,267	167,010	438,558	246,097	47.4%
TOTAL OPERATING FUNDS	\$66,896,918	\$56,437,012	\$83,650,045	\$62,103,801	10.0%
Debt Service Funds:					
General Obligation	\$1,175,155	\$1,081,579	\$2,035,640	\$2,183,037	101.8%
Water & Sewer Revenue	432,531	327,481	340,240	389,859	19.0%
TOTAL DEBT SERVICE FUNDS	\$1,607,686	\$1,409,060	\$2,375,881	\$2,572,897	82.6%
TOTAL BEGINNING BALANCES	\$68,504,604	\$57,846,072	\$86,025,926	\$64,676,698	11.8%
REVENUES & TRANSFERS IN					
Operating Funds:					
General Fund	\$210,852,714	\$203,270,103	\$208,970,568	\$212,276,578	4.4%
Water & Sewer Fund	129,028,425	122,777,040	114,744,186	121,491,168	-1.0%
Sustainability & Env. Svc. Fund	23,410,658	23,315,663	23,383,778	23,728,689	1.8%
Convention & Tourism Fund	6,579,220	6,467,928	6,586,370	6,783,046	4.9%
Municipal Drainage Utility Fund	5,284,978	5,184,230	5,285,131	5,292,988	2.1%
HUD Grant Fund	2,180,107	1,985,408	1,620,057	1,318,704	-33.6%
Recreation Revolving Fund	3,373,322	3,379,600	3,553,850	3,546,005	4.9%
Municipal Golf Course Fund	559,501	960,000	960,500	961,895	0.2%
PTN Fund	857,900	861,500	1,189,654	1,290,808	49.8%
TOTAL OPERATING FUNDS	\$382,126,825	\$368,201,472	\$366,294,095	\$376,689,881	2.3%
Debt Service Funds:					
General Obligation	\$43,393,736	\$43,346,728	\$43,271,728	\$43,516,973	0.4%
Water & Sewer Revenue	1,242,759	407,419	407,419	5,848	-98.6%
TOTAL DEBT SERVICE FUNDS	\$44,636,496	\$43,754,147	\$43,679,147	\$43,522,821	-0.5%
TOTAL REVENUE & TRANSFERS IN	\$426,763,321	\$411,955,619	\$409,973,242	\$420,212,702	2.0%
Less: Interfund Transfers	23,507,148	19,238,363	18,976,055	19,060,214	-0.9%
NET BUDGET REVENUE	\$403,256,173	\$392,717,256	\$390,997,187	\$401,152,487	2.1%
TOTAL AVAILABLE FUNDS	\$471,760,777	\$450,563,329	\$477,023,112	\$465,829,185	3.4%

APPROPRIATIONS & TRANSFERS OUT**Operations:**

General Fund	\$207,890,938	\$217,032,365	\$217,761,036	\$230,749,054	6.3%
Water & Sewer Fund	115,255,183	124,449,682	123,943,539	123,897,563	-0.4%
Sustainability & Env. Svc. Fund	23,451,025	24,181,778	23,983,112	23,541,039	-2.6%
Convention & Tourism Fund	6,122,205	7,349,820	7,207,925	7,817,821	6.4%
Municipal Drainage Utility Fund	5,737,215	5,918,859	5,970,907	6,037,718	2.0%
HUD Grant Fund	2,180,107	1,985,408	1,620,057	1,318,704	-33.6%
Recreation Revolving Fund	3,357,692	3,257,335	3,515,286	3,623,271	11.2%
Municipal Golf Course Fund	620,724	736,121	886,022	885,698	20.3%
PTN Fund	758,609	944,640	1,382,115	1,393,171	47.5%
TOTAL OPERATIONS	\$365,373,698	\$385,856,008	\$386,269,999	\$399,264,039	3.5%

Debt Service Funds:

General Obligation	\$42,533,251	\$43,135,491	\$43,124,331	\$44,147,296	2.3%
Water & Sewer Revenue	1,335,050	357,800	357,800	395,707	9.6%
TOTAL DEBT SERVICE FUNDS	\$43,868,301	\$43,493,291	\$43,482,131	\$44,543,003	2.4%

TOTAL APPROPRIATIONS & TRANSFERS OUT

	\$409,241,999	\$429,349,299	\$429,752,130	\$443,807,042	3.4%
Less: Interfund Transfers	23,507,148	19,238,363	18,976,055	19,060,214	-0.9%
NET BUDGET APPROPRIATIONS	\$385,734,851	\$410,110,936	\$410,776,074	\$424,746,828	3.6%

ENDING BALANCES**Operating Funds:**

General Fund	\$44,362,353	\$16,149,682	\$35,571,885	\$17,099,409	5.9%
Water & Sewer Fund	28,657,405	17,961,934	19,458,052	17,051,657	-5.1%
Sustainability & Env. Svc. Fund	2,918,899	1,716,250	2,319,565	2,507,215	46.1%
Convention & Tourism Fund	2,620,893	819,029	1,999,339	964,563	17.8%
Municipal Drainage Utility Fund	3,996,530	990,775	1,740,414	995,685	0.5%
Recreation Revolving Fund	668,665	818,189	707,230	629,963	-23.0%
Municipal Golf Course Fund	(13,258)	242,747	61,220	137,417	-43.4%
PTN Fund	438,558	83,870	246,097	143,734	71.4%
TOTAL OPERATING FUNDS	\$83,650,045	\$38,782,477	\$62,103,801	\$39,529,643	1.9%

Debt Service Funds:

General Obligation	\$2,035,640	\$1,292,816	\$2,183,037	\$1,552,714	20.1%
Water & Sewer Revenue	340,240	377,100	389,859	0	-100.0%
TOTAL DEBT SERVICE FUNDS	\$2,375,881	\$1,669,916	\$2,572,897	\$1,552,715	-7.0%

TOTAL ENDING BALANCES

	\$86,025,926	\$40,452,393	\$64,676,698	\$41,082,358	1.6%
TOTAL APPROPRIATIONS & ENDING BALANCES	\$471,760,777	\$450,563,329	\$475,452,772	\$465,829,185	3.4%

GENERAL FUND

	Actual 2010-11	Budget 2011-12	Re-Est 2011-12	Budget 2012-13	% Change 2012-13
UNAPPROPRIATED FUND BALANCE	\$41,400,577	\$29,911,944	\$41,723,598	\$35,571,885	18.9%
Encumbrance Adjustment			2,638,755		
Revenues					
Taxes	\$139,453,637	\$136,259,941	\$139,457,560	\$141,598,867	3.9%
Franchise Fees	22,770,635	22,349,971	22,510,454	23,258,033	4.1%
Fines & Forfeits	6,361,967	6,711,138	7,446,231	7,528,935	12.2%
Miscellaneous Revenue	1,955,983	1,689,560	1,887,925	1,925,553	14.0%
Licenses & Permits	6,619,204	5,345,929	6,935,822	6,992,156	30.8%
Charges for Services	10,427,849	11,319,143	11,409,536	11,236,294	-0.7%
Intergovernmental Revenue	1,231,291	1,158,478	1,149,404	1,176,526	1.6%
Subtotal Revenues	<u>\$188,820,566</u>	<u>\$184,834,160</u>	<u>\$190,796,932</u>	<u>\$193,716,363</u>	<u>4.8%</u>
Intragovernmental Transfers	22,032,148	18,435,944	18,173,636	18,560,214	0.7%
TOTAL REVENUES & TRANSFERS	\$210,852,714	\$203,270,104	\$208,970,568	\$212,276,578	4.4%
TOTAL RESOURCES	\$252,253,291	\$233,182,047	\$253,332,921	\$247,848,463	6.3%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$143,880,441	\$150,513,545	\$147,854,370	\$156,607,912	4.0%
Materials & Supplies	5,694,026	6,809,887	7,142,974	7,139,103	4.8%
Contractual	38,346,596	40,250,262	40,932,772	42,500,935	5.6%
Community Services Agencies	263,800	265,000	265,000	263,500	-0.6%
Sundry	943,585	1,003,462	1,082,610	1,483,503	47.8%
Reimbursements	(2,257,194)	(2,589,238)	(2,562,207)	(2,457,350)	-5.1%
Subtotal	<u>\$186,871,254</u>	<u>\$196,252,918</u>	<u>\$194,715,519</u>	<u>\$205,537,603</u>	<u>4.7%</u>
Capital Outlay	1,240,138	1,000,000	1,670,148	1,243,000	24.3%
TOTAL OPERATIONS	\$188,111,392	\$197,252,918	\$196,385,667	\$206,780,603	4.8%
Capital Reserve	\$10,500,000	\$10,500,000	\$10,500,000	\$12,875,000	22.6%
Property & Liability Loss Fund	3,392,728	3,192,303	4,788,225	3,300,672	3.4%
Technology Fund	1,000,000	1,000,000	1,000,000	1,000,000	0.0%
PTN Fund	0	150,000	150,000	250,000	66.7%
Economic Development Incentive Fund	4,886,818	4,937,144	4,937,144	6,542,779	32.5%
TOTAL TRANSFERS	\$19,779,546	\$19,779,447	\$21,375,369	\$23,968,451	21.2%
TOTAL APPROPRIATIONS	\$207,890,938	\$217,032,365	\$217,761,036	\$230,749,054	6.3%
UNAPPROPRIATED FUND BALANCE	\$44,362,353	\$16,149,682	\$35,571,885	\$17,099,409	5.9%
Days of Operation				30	

GENERAL FUND REVENUE BY SOURCE

SOURCE OF INCOME	Actual 2010-11	Budget 2011-12	Re-Est 2011-12	Budget 2012-13	% Change 2012-13
Taxes					
Ad Valorem Taxes:					
Current	\$75,118,772	\$77,072,507	\$77,407,790	\$80,221,336	4.1%
Delinquent	32,611	787,692	487,692	818,668	3.9%
Penalty & Interest	389,512	393,846	458,703	409,334	3.9%
Sales Tax	62,630,791	57,012,269	59,992,092	59,036,697	3.6%
Mixed Drink Tax	1,140,818	900,519	952,116	953,544	5.9%
Bingo Gross Receipts Tax	79,736	81,115	80,096	80,216	-1.1%
Excess Proceeds on Taxes	61,397	11,992	79,071	79,071	559.3%
TOTAL TAXES	\$139,453,637	\$136,259,941	\$139,457,560	\$141,598,867	3.9%
Franchise Fees					
Electrical Franchise	\$11,867,270	\$11,941,944	\$11,929,688	\$12,108,633	1.4%
Telephone Franchise	4,012,694	3,950,437	4,073,362	4,073,362	3.1%
Fiber Optics Franchise	18,562	18,562	31,903	31,903	71.9%
Gas Franchise	3,094,207	3,140,619	2,629,673	3,140,619	0.0%
Cable TV Franchise	3,777,902	3,298,409	3,845,828	3,903,515	18.3%
TOTAL FRANCHISE FEES	\$22,770,635	\$22,349,971	\$22,510,454	\$23,258,033	4.1%
Fines & Forfeits					
Municipal Court	\$6,018,985	\$6,366,002	\$7,093,825	\$7,176,000	12.7%
Library Fines	342,982	345,136	352,406	352,935	2.3%
TOTAL FINES & FORFEITS	\$6,361,967	\$6,711,138	\$7,446,231	\$7,528,935	12.2%
Miscellaneous Revenue					
Interest Earnings	\$965,793	\$721,067	\$575,000	\$600,000	-16.8%
Sale/Rental of Property	229,719	211,254	491,391	491,391	132.6%
Insurance Collections	387,283	364,132	315,694	328,322	-9.8%
Sundry	373,188	393,107	505,840	505,840	28.7%
TOTAL MISCELLANEOUS REVENUE	\$1,955,983	\$1,689,560	\$1,887,925	\$1,925,553	14.0%
Licenses and Permits					
Food Handlers Permits	\$557,075	\$550,525	\$567,185	\$568,036	3.2%
Land / Burning / Liquid Waste	23,495	22,976	24,375	24,412	6.2%
Grease Trap Permits	39,500	40,897	40,897	40,958	0.2%
Fire Inspection Fees	243,580	300,000	247,500	300,000	100.0%
Rental Registration Fees	100,845	274,486	274,486	274,898	0.1%
Animal Licenses	133,186	131,712	133,738	133,939	1.7%
Restaurant Plan Review	27,900	27,782	31,800	31,848	14.6%
Alarm Permits	1,413,718	1,416,303	1,416,303	1,418,427	0.1%
Filing Fees	249,383	163,144	261,827	261,827	60.5%
Fire Protection Plan Review	237,512	156,735	267,391	267,391	70.6%
Building Permits	2,499,442	1,409,524	2,546,659	2,546,659	80.7%
Electrical Permits	101,365	74,780	97,200	97,200	30.0%
Plumbing Permits	281,367	199,126	285,789	285,789	43.5%
Heating & A/C Permits	143,678	101,691	142,014	142,014	39.7%
Fence Permits	40,080	30,034	38,489	38,489	28.2%
Swimming Pool Permits	38,512	27,914	33,247	33,247	19.1%
Pool Inspection	64,808	55,298	66,391	66,491	20.2%
Irrigation Permits	44,616	38,161	50,682	50,682	32.8%
Day Laborer Fees	14,210	15,330	14,600	14,600	-4.8%
Sign Permits	129,299	101,152	124,836	124,836	23.4%
Reoccupancy Permits	128,971	91,406	130,403	130,403	42.7%
Misc. Licenses & Permits	106,662	116,954	140,011	140,011	19.7%
TOTAL LICENSES & PERMITS	\$6,619,204	\$5,345,929	\$6,935,822	\$6,992,156	30.8%

Fees & Service Charges

Animal Pound & Adoption Fee	\$233,872	\$233,512	\$232,457	\$232,806	-0.3%
Ambulance Service	2,909,977	3,523,157	3,445,019	3,450,187	-2.1%
False Alarm Response	279,825	286,205	252,378	252,757	-11.7%
Emergency 911	947,167	971,078	957,490	958,926	-1.3%
Contractor Registration Fee	202,413	146,971	203,832	203,832	38.7%
Engineering Inspection Fee	391,062	243,678	412,765	250,000	2.6%
Residential Building Plan Review	45,240	31,800	44,295	44,295	39.3%
Reinspection Fee	73,319	52,400	94,519	94,519	80.4%
File Searches	45,488	45,541	41,546	41,608	-8.6%
Same Day Inspection Fee	64,920	50,636	70,110	70,110	38.5%
Convenience Copiers	13,091	13,902	13,902	13,923	0.2%
Lease Fees	135,210	200,000	150,000	150,000	-25.0%
Recreation User Fee	610,396	644,826	604,826	605,733	-6.1%
Recreation Rental Fee	160,323	170,390	170,390	170,646	0.2%
Swimming Fees	744,571	727,224	798,401	799,599	10.0%
Recreation Membership Card Fee	2,133,152	2,280,276	2,345,724	2,280,276	0.0%
Tennis Center Fee	201,811	209,181	212,079	212,397	1.5%
Food Manager/Handler Training	68,661	71,703	61,557	61,649	-14.0%
Tree Trimming Assessments	134,932	155,421	82,388	82,512	-46.9%
Child Safety Fees	72,382	70,600	103,161	103,316	46.3%
Sundry	960,037	1,190,645	1,112,697	1,157,205	-2.8%
TOTAL FEES & SVC CHARGES	\$10,427,849	\$11,319,143	\$11,409,536	\$11,236,294	-0.7%

Intergovernmental Revenue

FISD School Liaisons	107,436	107,917	107,917	112,320	4.1%
PISD School Liaisons	544,296	554,451	554,451	577,170	4.1%
Collin County Library Grant	75,857	0	0	0	0.0%
Denton County Library Grant	9,966	0	0	0	0.0%
Plano-Richardson Trng. Ctr. / Misc.	311,202	285,784	285,784	285,784	0.0%
Interlocal Radio System Access	182,534	210,326	201,252	201,252	-4.3%
TOTAL INTERGOVT'L REVENUE	\$1,231,291	\$1,158,478	\$1,149,404	\$1,176,526	1.6%

TOTAL REVENUE

	\$188,820,566	\$184,834,160	\$190,796,933	\$193,716,363	4.8%
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Intragovernmental Transfers

Intra-Fund Transfers From:					
Water & Sewer Fund	\$16,795,415	\$16,641,923	\$16,367,049	\$16,721,109	0.5%
Sustain. & Environ. Services Fund	892,568	892,568	890,475	907,332	1.7%
Recreation Revolving Fund	162,077	168,980	177,693	177,300	4.9%
Golf Course Fund	0	48,000	48,025	48,095	0.2%
Convention & Tourism Fund	313,992	323,396	329,319	339,152	4.9%
Municipal Drainage Fund	360,176	361,076	361,076	367,226	1.7%
Equipment Replacement Fund	550,000	0	0	0	0.0%
Disaster Relief Fund	550,000	0	0	0	0.0%
TIF #1 Closure	1,150,709	0	0	0	0.0%
Eco. Develop. Operating Fund Closure	1,238,732	0	0	0	0.0%
Industrial Rev. Bond Authority Closure	18,479	0	0	0	0.0%
TOTAL INTRAGOV'T'L TRANSFERS	\$22,032,148	\$18,435,944	\$18,173,636	\$18,560,214	0.7%
TOTAL GENERAL FUND	\$210,852,714	\$203,270,104	\$208,970,569	\$212,276,578	4.4%

CONVENTION & TOURISM

	Actual 2010-11	Budget 2011-12	Re-Est 2011-12	Budget 2012-13	% Change 2012-13
WORKING CAPITAL	\$2,163,878	\$1,700,921	\$2,620,893	\$1,999,339	17.5%
Revenues					
Hotel/Motel Receipts	\$4,722,431	\$4,567,687	\$4,762,155	\$4,905,020	3.0%
Civic Center Fees	1,796,318	1,889,226	1,793,200	1,846,996	-2.2%
Miscellaneous	25,914	1,015	1,015	1,030	0.0%
Interest Income	34,557	10,000	30,000	30,000	200.0%
TOTAL REVENUES	\$6,579,220	\$6,467,928	\$6,586,370	\$6,783,046	4.9%
TOTAL RESOURCES	\$8,743,098	\$8,168,849	\$9,207,263	\$8,782,384	7.5%
APPROPRIATIONS					
Operating Expenses					
Convention & Visitors Bureau	\$1,490,115	\$1,801,796	\$1,867,002	\$1,861,908	3.3%
Civic Center Operations	3,081,838	3,677,131	3,334,588	3,473,575	-5.5%
Support of the Arts	591,944	685,153	685,153	735,583	7.4%
Historic Preservation	515,517	685,153	685,153	735,583	7.4%
Special Events	127,964	157,190	157,710	157,190	0.0%
Civic Center Equip.Rpl. Charge	835	0	129,000	484,830	0.0%
Subtotal	\$5,808,213	\$7,006,423	\$6,858,606	\$7,448,669	6.3%
Capital Outlay	0	0	0	10,000	0.0%
TOTAL OPERATIONS	\$5,808,213	\$7,006,423	\$6,858,606	\$7,458,669	6.5%
Transfer to General Fund	\$313,992	\$323,396	\$329,319	\$339,152	4.9%
Transfer to Technology Fund	0	20,000	20,000	20,000	0.0%
TOTAL TRANSFERS	\$313,992	\$343,396	\$349,319	\$359,152	4.6%
TOTAL APPROPRIATIONS	\$6,122,205	\$7,349,819	\$7,207,925	\$7,817,821	6.4%
WORKING CAPITAL	\$2,620,893	\$819,029	\$1,999,339	\$964,563	17.8%
Days of Operation					47

WATER & SEWER

	Actual 2010-11	Budget 2011-12	Re-Est 2011-12	Budget 2012-13	% Change 2012-13
WORKING CAPITAL	\$14,884,163	\$19,634,576	\$28,657,405	\$19,458,052	-0.9%
Revenues					
Water Income	\$73,256,079	\$67,877,991	\$60,555,723	\$66,166,883	-2.5%
Sewer Income	51,773,336	51,448,955	50,537,260	52,070,000	1.2%
Water Taps	69,599	81,143	84,022	85,282	5.1%
Water & Sewer Penalties	1,418,381	1,427,182	1,367,917	1,388,436	-2.7%
Water Meters	228,542	200,143	214,243	217,457	8.7%
Construction Water	176,259	170,929	208,404	211,530	23.8%
Service Connect Fee	187,200	180,057	185,205	187,983	4.4%
Backflow Testing	438,540	425,214	440,158	446,760	5.1%
Sewer Tie-On	18,850	17,752	24,950	25,324	42.7%
Pre-Treatment Permits	44,550	48,801	40,900	41,514	-14.9%
Interest Earnings	70,153	20,000	150,000	150,000	650.0%
Education Building	857,239	436,352	436,352	0	-100.0%
Misc. Income	489,697	442,521	499,052	500,000	13.0%
TOTAL REVENUES	\$129,028,425	\$122,777,040	\$114,744,186	\$121,491,168	-1.0%
TOTAL RESOURCES	\$143,912,588	\$142,411,616	\$143,401,591	\$140,949,220	-1.0%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$8,821,879	\$9,130,362	\$8,918,084	\$9,323,502	2.1%
Materials & Supplies	5,501,942	9,733,718	10,249,265	2,018,807	-79.3%
Contractual	4,334,238	5,407,528	5,826,697	5,514,698	2.0%
NTMWD - Water	35,437,094	39,812,515	37,648,633	45,423,675	14.1%
NTMWD - Wastewater	13,258,155	13,620,784	14,140,884	15,581,649	14.4%
NTMWD - Upper E. Fork Interceptor	7,936,082	8,190,801	8,666,016	8,680,632	6.0%
Retirement of NTMWD Debt	510,635	821,705	815,555	820,560	-0.1%
Sundry	973,652	549,613	662,504	646,123	17.6%
Reimbursements	209,680	212,647	655,642	810,435	281.1%
Subtotal	\$76,983,357	\$87,479,673	\$87,583,280	\$88,820,081	1.5%
Capital Outlay	22,558	320,849	454,285	26,500	0.0%
TOTAL OPERATIONS	\$77,005,915	\$87,800,522	\$88,037,565	\$88,846,581	1.2%
Transfer to General Fund	\$16,795,415	\$16,641,923	\$16,367,049	\$16,721,109	0.5%
Transfer to Debt Service	1,225,000	402,419	402,419	0	-100.0%
Transfer to W & S CIP	12,674,073	10,250,000	9,724,088	7,461,484	-27.2%
Transfer to Capital Reserve	1,200,000	3,000,000	3,000,000	3,000,000	0.0%
Transfer to Loss Fund	658,012	648,627	654,555	658,372	1.5%
Transfer to Technology Fund	300,000	300,000	300,000	300,000	0.0%
Transfer to Reserve Fund	3,000,000	3,000,000	3,000,000	3,000,000	100.0%
Transfer to Meter/AMR Rep. Fund	0	0	0	1,500,000	100.0%
Transfer to Technology Services	2,296,768	2,306,191	2,357,863	2,310,017	0.2%
Transfer for Sustainability	100,000	100,000	100,000	100,000	0.0%
TOTAL TRANSFERS	\$38,249,268	\$36,649,160	\$35,905,974	\$35,050,982	-4.4%
TOTAL APPROPRIATIONS	\$115,255,183	\$124,449,682	\$123,943,539	\$123,897,563	-0.4%
WORKING CAPITAL	\$28,657,405	\$17,961,934	\$19,458,052	\$17,051,657	-5.1%
Days of Operation				70	

SUSTAINABILITY & ENVIRONMENTAL SERVICES

	Actual 2010-11	Budget 2011-12	Re-Est 2011-12	Budget 2012-13	% Change 2012-13
WORKING CAPITAL	\$2,959,266	\$2,582,365	\$2,918,899	\$2,319,565	-10.2%
Revenues					
Commercial Franchise	\$6,761,347	\$6,834,921	\$6,834,921	\$6,903,270	1.0%
Special Refuse Collection	57,499	83,600	53,600	53,680	-35.8%
Residential Collection	12,603,208	12,620,722	12,620,722	12,658,584	0.3%
Allied Waste, Inc.	78,771	78,711	78,711	81,072	3.0%
Recycling	1,083,562	550,000	712,012	713,080	29.7%
Sales of Landscape Bags	42,069	46,649	46,750	249,621	435.1%
Contributions via Utility Billing	10,303	11,629	11,629	11,646	0.2%
Sale of Compost	1,224,821	1,635,499	1,472,475	1,474,684	-9.8%
Tipping Fees	830,696	815,984	828,480	829,723	1.7%
Miscellaneous	442,929	374,086	474,086	481,197	28.6%
Reimbursements	175,453	163,862	150,392	172,131	5.0%
Sustainability Program Transfer	100,000	100,000	100,000	100,000	0.0%
TOTAL REVENUES	\$23,410,658	\$23,315,663	\$23,383,778	\$23,728,689	1.8%
TOTAL RESOURCES	\$26,369,924	\$25,898,028	\$26,302,677	\$26,048,254	0.6%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$6,161,553	\$6,170,466	\$6,201,637	\$6,284,005	1.8%
Materials & Supplies	381,147	412,013	447,788	463,592	12.5%
Contractual	6,654,812	7,365,767	7,207,242	7,665,627	4.1%
NTMWD	7,674,633	7,744,313	7,604,641	7,569,187	-2.3%
Sundry	190,079	116,427	213,170	126,298	8.5%
Reimbursements	0	5,025	130,000	0	-100.0%
Subtotal	\$21,062,224	\$21,814,011	\$21,804,478	\$22,108,709	1.4%
Capital Outlay	249,113	667,000	476,119	147,000	-78.0%
TOTAL OPERATIONS	\$21,311,337	\$22,481,011	\$22,280,597	\$22,255,709	-1.0%
Transfer to General Fund	\$892,568	\$892,568	\$890,475	\$907,332	1.7%
Transfer to Technology Fund	60,000	60,000	60,000	60,000	0.0%
Transfer to W&S Fund-Env. Ed. Bldg.	862,615	436,352	436,352	0	-100.0%
Transfer to Loss Fund	324,505	311,847	315,688	317,998	2.0%
TOTAL TRANSFERS	\$2,139,688	\$1,700,767	\$1,702,515	\$1,285,330	-24.4%
TOTAL APPROPRIATIONS	\$23,451,025	\$24,181,778	\$23,983,112	\$23,541,039	-2.6%
WORKING CAPITAL	\$2,918,899	\$1,716,250	\$2,319,565	\$2,507,215	46.1%
Days of Operation				41	

MUNICIPAL DRAINAGE UTILITY

	Actual 2010-11	Budget 2011-12	Re-Est 2011-12	Budget 2012-13	% Change 2012-13
WORKING CAPITAL	\$4,448,767	\$1,725,404	\$3,996,530	\$1,740,414	0.9%
Revenues					
Environmental Assessment Fees:					
Residential Class Fees	\$2,746,910	\$2,726,641	\$2,766,641	\$2,770,791	1.6%
Commercial Class Fees	2,472,376	2,431,590	2,471,590	2,475,297	1.8%
Miscellaneous	12,922	6,000	6,000	6,000	0.0%
Interest Income	52,770	20,000	40,900	40,900	104.5%
TOTAL REVENUES	\$5,284,978	\$5,184,231	\$5,285,131	\$5,292,988	2.1%
TOTAL RESOURCES	\$9,733,745	\$6,909,635	\$9,281,661	\$7,033,402	1.8%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$1,211,363	\$1,331,000	\$1,248,779	\$1,325,734	-0.4%
Materials & Supplies	232,898	254,342	321,309	322,532	26.8%
Contractual	653,105	729,052	803,677	768,125	5.4%
Sundry	4,588	2,943	2,968	2,853	-3.1%
Reimbursements	305,124	310,832	300,944	317,896	2.3%
Subtotal	\$2,407,078	\$2,628,169	\$2,677,677	\$2,737,140	4.1%
Capital Outlay	38,819	0	2,540	0	0.0%
TOTAL OPERATIONS	\$2,445,897	\$2,628,169	\$2,680,217	\$2,737,140	4.1%
Transfer to General Fund	\$360,176	\$361,076	\$361,076	\$367,226	1.7%
Transfer to Technology Fund	20,000	20,000	20,000	20,000	0.0%
Transfer to Revenue Debt	2,911,142	2,909,614	2,909,614	2,913,352	0.1%
TOTAL TRANSFERS	\$3,291,318	\$3,290,690	\$3,290,690	\$3,300,578	0.3%
TOTAL APPROPRIATIONS	\$5,737,215	\$5,918,859	\$5,970,907	\$6,037,718	2.0%
EST. RESERVE REQUIREMENT	0	0	1,570,340	0	0.0%
WORKING CAPITAL	\$3,996,530	\$990,776	\$1,740,414	\$995,685	0.5%
Days of Operation				133	

RECREATION REVOLVING

	Actual 2010-11	Budget 2011-12	Re-Est 2011-12	Budget 2012-13	% Change 2012-13
WORKING CAPITAL	\$653,035	\$695,924	\$668,665	\$707,230	1.6%
Revenues					
Recreation Fees	\$3,310,018	\$3,299,450	\$3,468,752	\$3,473,955	5.3%
Contributions	9,343	24,750	18,702	13,950	-43.6%
Interest Income	25,887	14,000	17,000	17,700	26.4%
Miscellaneous	28,074	41,400	49,396	40,400	-2.4%
TOTAL REVENUES	\$3,373,322	\$3,379,600	\$3,553,850	\$3,546,005	4.9%
TOTAL RESOURCES	\$4,026,357	\$4,075,524	\$4,222,515	\$4,253,234	4.4%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$1,279,549	\$1,125,817	\$1,381,656	\$1,393,025	23.7%
Materials & Supplies	254,739	211,556	232,252	229,556	8.5%
Contractual	1,636,775	1,718,250	1,688,136	1,784,611	3.9%
Sundry	24,552	32,732	35,549	38,779	18.5%
Subtotal	\$3,195,615	\$3,088,355	\$3,337,593	\$3,445,971	11.6%
Capital Outlay	0	0	0	0	0.0%
TOTAL OPERATIONS	\$3,195,615	\$3,088,355	\$3,337,593	\$3,445,971	11.6%
Transfer to General Fund	\$162,077	\$168,980	\$177,693	\$177,300	4.9%
TOTAL TRANSFERS	\$162,077	\$168,980	\$177,693	\$177,300	4.9%
TOTAL APPROPRIATIONS	\$3,357,692	\$3,257,335	\$3,515,286	\$3,623,271	11.2%
WORKING CAPITAL	\$668,665	\$818,189	\$707,230	\$629,963	-23.0%
Days of Operation				67	

GOLF COURSE

	Actual 2010-11	Budget 2011-12	Re-Est 2011-12	Budget 2012-13	% Change 2012-13
WORKING CAPITAL	\$47,965	\$18,868	(\$13,258)	\$61,220	0.0%
Revenues					
Golf Fees	\$65,579	\$930,000	\$930,000	\$931,395	0.2%
Concessions	0	30,000	30,000	30,000	0.0%
Interest Income	474	0	500	500	0.0%
Miscellaneous	329	0	0	0	0.0%
Reimbursements	493,119	0	0	0	0.0%
TOTAL REVENUES	\$559,501	\$960,000	\$960,500	\$961,895	0.2%
TOTAL RESOURCES	\$607,466	\$978,868	\$947,242	\$1,023,115	4.5%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$298,906	\$466,980	\$486,202	\$524,673	12.4%
Supplies	22,058	137,740	129,099	137,230	-0.4%
Contractual Services	298,901	80,751	213,097	173,940	115.4%
Sundry Charges	775	2,650	2,850	1,760	-33.6%
Subtotal	\$620,640	\$688,121	\$831,248	\$837,603	21.7%
Capital Outlay	84	0	6,749	0	0.0%
TOTAL OPERATIONS	\$620,724	\$688,121	\$837,997	\$837,603	21.7%
Transfer to General Fund	0	48,000	48,025	48,095	0.0%
TOTAL TRANSFERS	\$0	\$48,000	\$48,025	\$48,095	0.0%
TOTAL APPROPRIATIONS	\$620,724	\$736,121	\$886,022	\$885,698	20.3%
WORKING CAPITAL	(\$13,258)	\$242,747	\$61,220	\$137,417	0.0%
Days of Operation				60	

**** Municipal Golf Course was closed for renovations from October 2010 to November 2011.**

LOSS FUND

	Actual 2010-11	Budget 2011-12	Re-Est 2011-12	Budget 2012-13	% Change 2012-13
WORKING CAPITAL	\$468,229	\$507,864	\$192,626	\$786,350	35.4%
Resources					
General Fund Transfer In	\$3,825,991	\$3,192,303	\$4,788,225	\$3,300,672	3.3%
Water & Sewer Fund Transfer In	658,012	648,627	654,555	658,372	1.5%
Sustain. & Env. Svcs. Fund Transfer In	324,505	311,847	315,688	317,998	1.9%
Claims Recovered	177,190	200,000	200,000	200,000	0.0%
Interest Earned	59,275	50,000	50,000	50,000	0.0%
TOTAL REVENUES	\$5,044,973	\$4,402,777	\$6,008,468	\$4,527,042	2.7%
TOTAL RESOURCES	\$5,513,202	\$4,910,641	\$6,201,094	\$5,313,392	7.6%
APPROPRIATIONS					
Workers' Compensation	\$1,830,403	\$1,600,000	\$1,600,000	\$1,600,000	0.0%
Judgements and Damages	1,562,883	900,000	1,454,333	900,000	0.0%
Risk Management Operations	1,927,290	1,892,612	2,360,411	1,987,341	4.8%
TOTAL APPROPRIATIONS	\$5,320,576	\$4,392,612	\$5,414,744	\$4,487,341	2.1%
UNAPPROPRIATED FUND BALANCE	\$192,626	\$518,029	\$786,350	\$826,051	37.3%

HUD GRANTS

	Actual 2010-11	Budget 2011-12	Re-Est 2011-12	Budget 2012-13	% Change 2012-13
TOTAL HUD REVENUES	\$2,383,548	\$1,849,408	\$1,849,408	\$1,432,009	-22.6%
APPROPRIATIONS					
CDBG:					
Housing Rehabilitation	\$1,053,526	\$1,000,000	\$817,000	\$550,827	-44.9%
Administrative	276,580	215,685	215,685	200,000	-7.3%
Homelessness Prevention	38,185	43,755	67,271	48,000	9.7%
Homeownership Program	55,912	50,000	50,000	0	-100.0%
Habitat for Humanity of South Collin Co.	84,864	0	0	0	0.0%
Piano Housing Corporation	35,120	20,261	20,261	17,000	-16.1%
Boys and Girls Clubs of Collin County	17,000	22,000	22,000	30,000	36.4%
Health Services of North Texas	0	10,000	0	0	-100.0%
Communities in Schools Dallas	30,000	18,000	18,000	15,000	-16.7%
LaunchAbility	11,848	10,000	10,000	10,000	0.0%
Maurice Barnett Geriatric Wellness - PHC	38,636	53,000	53,000	33,344	-37.1%
Maurice Barnett Geriatric Wellness - Gatekeepers	0	0	0	22,000	100.0%
Helping Partners	6,391	20,000	7,500	17,000	-15.0%
Jewish Family Services	0	14,000	0	0	-100.0%
Sub-Total CDBG:	\$1,648,062	\$1,476,701	\$1,280,717	\$943,171	-36.1%
HOME:					
Housing Rehabilitation	\$165,810	\$75,000	\$1,325	0	-100.0%
Administrative	49,818	40,000	40,000	34,000	-15.0%
Homeownership Program (ADDI)	49,277	100,000	52,000	40,000	-60.0%
Piano Housing Corporation	27,719	138,707	121,015	125,000	-9.9%
Habitat for Humanity of South Collin Co.	189,421	120,000	90,000	134,533	12.1%
Christ United Methodist Church	50,000	35,000	35,000	42,000	20.0%
Sub-Total HOME:	\$532,045	508,707	339,340	375,533	-26.2%
TOTAL APPROPRIATIONS	\$2,180,107	\$1,985,408	\$1,620,057	\$1,318,704	-33.6%

PTN FUND

	Actual 2010-11	Budget 2011-12	Re-Est 2011-12	Budget 2012-13	% Change 2012-13
WORKING CAPITAL	\$339,267	\$167,010	\$438,558	\$246,097	47.4%
Revenues					
Plano Television Network Fee	\$449,754	\$460,000	\$769,154	\$770,308	67.5%
Interest Income	6,521	1,000	20,000	20,000	1900.0%
Cable Community Grant	150,000	0	0	0	0.0%
Transfer In Gen Fund - Franch. Fees	0	150,000	150,000	250,000	100.0%
Transfer In Technology Fund	250,000	250,000	250,000	250,000	0.0%
Miscellaneous	1,625	500	500	500	0.0%
TOTAL REVENUES	\$857,900	\$861,500	\$1,189,654	\$1,290,808	49.8%
TOTAL RESOURCES	\$1,197,167	\$1,028,510	\$1,628,212	\$1,536,905	49.4%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$642,885	\$654,168	\$658,067	\$668,983	2.3%
Materials & Supplies	19,604	43,668	40,423	62,840	43.9%
Contractual	77,342	106,129	149,267	110,573	4.2%
Sundry	385	675	175	2,775	311.1%
Equipment Reserve	0	140,000	350,000	350,000	121.4%
Subtotal	740,216	944,640	1,197,932	1,195,171	26.5%
Capital Outlay	18,393	0	184,183	198,000	0.0%
TOTAL APPROPRIATIONS	758,609	944,640	1,382,115	1,393,171	47.5%
WORKING CAPITAL	\$438,558	\$83,870	\$246,097	\$143,734	71.4%
Days of Operation				38	

CRIMINAL INVESTIGATION

	Actual 2010-11	Budget 2011-12	Re-Est 2011-12	Budget 2012-13	% Change 2012-13
UNAPPROPRIATED FUND BALANCE	\$1,416,846	\$1,285,242	\$1,523,460	\$1,149,413	-10.6%
Forfeited Property	\$122,145	\$100,000	\$569,000	\$100,000	0.0%
Interest	22,180	10,500	10,500	10,500	0.0%
Auction Proceeds	30,195	30,000	50,000	30,000	0.0%
Grants and Miscellaneous	81,570	10,000	25,000	10,000	0.0%
TOTAL REVENUES	\$256,090	\$150,500	\$654,500	\$150,500	0.0%
TOTAL RESOURCES	\$1,672,936	\$1,435,742	\$2,177,960	\$1,299,913	-9.5%
APPROPRIATIONS					
Operating Expense					
Materials & Supplies	\$3,340	\$75,000	\$256,549	\$75,000	0.0%
Contractual - Professional	1,353	75,000	170,300	75,000	0.0%
Reimbursements to Other Funds	53,965	10,000	0	0	-100.0%
Capital Outlay	90,818	300,000	601,698	300,000	0.0%
TOTAL APPROPRIATIONS	\$149,476	\$460,000	\$1,028,547	\$450,000	-2.2%
UNAPPROPRIATED FUND BALANCE	\$1,523,460	\$975,742	\$1,149,413	\$849,913	-12.9%

TECHNOLOGY FUND

	Actual 2010-11	Budget 2011-12	Re-Est 2011-12	Budget 2012-13	% Change 2012-13
WORKING CAPITAL	\$16,120,844	\$8,376,006	\$12,676,678	\$7,456,016	-11.0%
Revenues					
General Fund	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	0.0%
Water & Sewer Fund	300,000	300,000	300,000	300,000	0.0%
Sustainability & Environmental	60,000	60,000	60,000	60,000	0.0%
Municipal Drainage Fund	20,000	20,000	20,000	20,000	0.0%
Convention & Tourism Fund	0	20,000	20,000	20,000	0.0%
Interest Earnings	302,428	66,092	82,760	75,000	13.5%
Intergovernmental Revenue	28,639	0	0	0	0.0%
TOTAL REVENUES	\$1,711,066	\$1,466,092	\$1,482,760	\$1,475,000	0.6%
TOTAL RESOURCES	\$17,831,910	\$9,842,098	\$14,159,438	\$8,931,016	-9.3%
APPROPRIATIONS					
Operating Expense					
Fund 62 Projects	\$1,681,988	\$565,600	\$4,172,912	\$734,120	29.8%
Fund 29 Projects	3,223,244	7,644,241	2,280,510	1,800,000	-76.5%
TOTAL OPERATIONS	\$4,905,232	\$8,209,841	\$6,453,422	\$2,534,120	-69.1%
Transfer to CATV	250,000	250,000	250,000	250,000	0.0%
TOTAL TRANSFERS	\$250,000	\$250,000	\$250,000	\$250,000	0.0%
TOTAL APPROPRIATIONS	\$5,155,232	\$8,459,841	\$6,703,422	\$2,784,120	-67.1%
WORKING CAPITAL RESERVED FOR PROJECTS	\$12,676,678	\$1,382,257	\$7,456,016	\$6,146,896	344.7%
WORKING CAPITAL	\$12,676,678	\$382,257	\$6,456,016	\$4,646,896	1115.6%

PC REPLACEMENT FUND

	Actual 2010-11*	Budget 2011-12	Re-Est 2011-12	Budget 2012-13	% Change 2012-13
WORKING CAPITAL	\$558,167	\$438,838	\$391,116	\$114,748	-73.9%
Revenues					
General Fund	\$0	\$421,586	\$421,586	\$421,586	0.0%
Govt Access/CATV	0	2,877	2,877	2,877	0.0%
Municipal Court Technology	0	8,234	8,234	8,234	0.0%
Water & Sewer Fund	0	31,385	31,385	31,385	0.0%
Sustainability & Environ. Svcs.	0	11,168	11,168	11,168	0.0%
Convention & Tourism	0	4,231	4,231	4,231	0.0%
Municipal Drainage	0	374	374	374	0.0%
Golf Course	0	628	628	628	0.0%
Recreation Revolving	0	0	0	0	0.0%
Equipment Maintenance	0	2,752	2,752	2,752	0.0%
Municipal Warehouse	0	951	951	951	0.0%
Property/Liability Loss	0	2,851	2,851	2,851	0.0%
Technology Services	0	65,895	65,895	65,895	0.0%
Miscellaneous	7,130	10,000	10,000	10,000	0.0%
TOTAL REVENUES	\$7,130	\$562,932	\$562,932	\$562,932	0.0%
TOTAL RESOURCES	\$565,297	\$1,001,770	\$954,048	\$677,680	-32.4%
APPROPRIATIONS					
Operating Expense					
Non-Capital Software	\$0	\$0	\$0	\$0	0.0%
Non-Capital Hardware	136,802	898,578	839,300	602,510	-32.9%
Sundry	0	0	0	0	0.0%
Capital Software	0	0	0	0	0.0%
Capital Computer Hardware	37,379	0	0	0	0.0%
TOTAL OPERATIONS	\$174,181	\$898,578	\$839,300	\$602,510	-32.9%
Transfer to Technology Fund	\$0	\$0	\$0	\$0	
TOTAL APPROPRIATIONS	\$174,181	\$898,578	\$839,300	\$602,510	-32.9%
WORKING CAPITAL	\$391,116	\$103,192	\$114,748	\$75,170	-27.2%
Computer Reserve	\$0	\$0	\$0	\$0	
Available Fund Balance	\$391,116	\$103,192	\$114,748	\$75,170	-27.2%
Total Working Capital	\$391,116	\$103,192	\$114,748	\$75,170	-27.2%

* 2010-11 was a "catch-up" year for PC Replacements. A new replacement cycle begins in FY 2011-12.

GENERAL OBLIGATION DEBT SERVICE

	Actual 2010-11	Budget 2011-12	Re-Est 2011-12	Budget 2012-13	% Change 2012-13
UNAPPROPRIATED FUND BALANCE	\$1,175,155	\$1,081,579	\$2,035,640	\$2,183,037	101.8%
Revenues					
Property Tax					
Current	\$41,957,594	\$42,362,839	\$42,362,839	\$42,408,120	0.1%
Delinquent	17,178	434,494	234,494	434,469	0.0%
Penalty & Interest	176,186	173,798	173,798	173,787	0.0%
Fund Interest Income	457,542	225,000	350,000	350,000	55.6%
Police Academy Reimbursement	142,527	150,597	150,597	150,597	0.0%
TIF #1 Closure	642,709	0	0	0	0.0%
TOTAL REVENUES	\$43,393,736	\$43,346,728	\$43,271,728	\$43,516,973	0.4%
TOTAL RESOURCES	\$44,568,891	\$44,428,307	\$45,307,368	\$45,700,010	2.9%
APPROPRIATIONS					
Bond and Certificates					
Principal	\$23,065,472	\$22,830,000	\$23,010,000	\$23,885,000	4.6%
Interest	12,507,540	12,581,567	13,123,866	12,680,132	0.8%
Transfer to Tech Infrastructure & Public Art	280,325	284,376	284,376	283,000	-0.5%
Transfer to Tax Notes Moto Mesh	2,097,200	2,092,600	2,092,600	2,085,200	-0.4%
Transfer to Tax Notes MotoMesh&Radio Sys Repl	2,694,494	2,717,869	2,717,869	2,733,469	0.6%
Transfer to Tax Notes Radio Sys Repl	969,994	980,644	980,644	990,619	1.0%
Transfer to CO's Radio Sys Repl	906,976	905,476	905,476	903,776	-0.2%
Exchanges Fees & Bond Sale Expense	11,250	20,000	9,500	9,500	-52.5%
Subtotal	\$42,533,251	\$42,412,532	\$43,124,331	\$43,570,696	2.7%
New Debt	0	722,959	0	576,600	-20.2%
TOTAL APPROPRIATIONS	\$42,533,251	\$43,135,491	\$43,124,331	\$44,147,296	2.3%
UNAPPROPRIATED FUND BALANCE	\$2,035,640	\$1,292,816	\$2,183,037	\$1,552,714	20.1%

Water & Sewer Debt Fund

	Actual 2010-11	Budget 2011-12	Re-Est 2011-12	Budget 2012-13	% Change 2012-13
RESERVE FUND					
WORKING CAPITAL	\$0	\$0	\$0	\$0	0.0%
Fund Interest Income	0	0	0	0	0.0%
Transfer to W&S Debt Service	0	0	0	0	0.0%
TOTAL	\$0	\$0	\$0	\$0	0.0%
FUND BALANCE	\$0	\$0	\$0	\$0	0.0%
SINKING FUND					
UNAPPROPRIATED FUND BALANCE	\$432,531	\$327,481	\$340,240	\$389,859	19.0%
Transfer In (W & S Fund)	\$1,225,000	\$402,419	\$402,419	\$0	-100.0%
Fund Interest Income	17,759	5,000	5,000	5,848	0.0%
TOTAL	\$1,242,759	\$407,419	\$407,419	\$5,848	-98.6%
TOTAL RESOURCES	\$1,675,290	\$734,900	\$747,659	\$395,707	-46.2%
APPROPRIATIONS					
Principal	\$1,260,000	\$330,000	\$330,000	\$365,000	10.6%
Interest	75,050	27,800	27,800	14,600	-47.5%
Fees		0	0	0	0.0%
Subtotal	\$1,335,050	\$357,800	\$357,800	\$379,600	6.1%
Transfer to Water CIP	0	0	0	16,107	0.0%
TOTAL TRANSFERS	\$0	\$0	\$0	\$16,107	0.0%
TOTAL APPROPRIATIONS	\$1,335,050	\$357,800	\$357,800	\$395,707	10.6%
UNAPPROPRIATED FUND BALANCE	\$340,240	\$377,100	\$389,859	\$0	-100.0%



**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:		9/10/12		
Department:		Budget & Research		
Department Head		Karen Rhodes		
Agenda Coordinator (include phone #): J. Weedon x 7146				
CAPTION				
An Ordinance of the City of Plano, Texas, approving and adopting the Community Investment Program and setting the appropriations for 2012-13; and providing an effective date. Public Hearing held on August 13, 2012.				
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				
This Ordinance approves and adopts the capital improvement projects in the Community Investment Program (CIP) to be completed or undertaken in 2012-13, and sets the level of appropriations for the various funds, as reviewed by the City Council.				
List of Supporting Documents: Combined Expenditure Summary			Other Departments, Boards, Commissions or Agencies	

COMBINED EXPENDITURE SUMMARY

(Includes All Resources)

Project Expenditures	Re-Estimate						Total	
	2011-12	2012-13	2013-14	2014-2015	2015-16	2016-17		Future
Public Safety & Fire Facilities	4,983,000	5,049,000	0	0	0	0	0	10,032,000
Library Facilities	1,317,600	378,900	274,500	0	0	0	0	1,971,000
Municipal Facilities & Parking	7,950,000	0	0	0	0	0	0	7,950,000
Police Facilities	435,000	0	0	0	0	0	7,125,000	7,560,000
Park Improvements	18,132,000	8,700,000	9,640,000	14,099,000	7,033,000	0	73,200,000	130,804,000
Carpenter Rec Center	206,000	0	0	1,000,000	0	0	0	1,206,000
Recreation Center	3,606,000	650,000	6,950,000	5,500,000	7,000,000	0	4,700,000	28,406,000
Street Improvements	18,234,000	34,582,000	24,609,000	17,336,000	15,594,000	16,633,000	21,135,000	148,123,000
Street Enhancements	86,000	150,000	0	0	0	0	0	236,000
Total General Obligation	54,949,600	49,509,900	41,473,500	37,935,000	29,627,000	16,633,000	106,160,000	336,288,000
Technology Improvements	2,280,510	1,800,000	0	0	0	0	0	0
Total Certificate of Obligation & Tax Note	2,280,510	1,800,000	0	0	0	0	0	0
Municipal Drainage	4,804,000	3,469,000	1,700,000	1,900,000	1,500,000	1,500,000	9,000,000	23,873,000
Total Revenue Bond	4,804,000	3,469,000	1,700,000	1,900,000	1,500,000	1,500,000	9,000,000	23,873,000
Municipal Facilities (Non-Funded)	0	0	0	0	0	0	20,000,000	20,000,000
Park Fee Program	1,775,000	125,000	450,000	430,000	100,000	430,000	0	3,310,000
DART	114,000	0	0	0	0	0	0	114,000
Capital Reserve:								0
Streets & Drainage Projects	20,710,000	10,100,000	9,400,000	9,400,000	9,400,000	9,400,000	24,650,000	93,060,000
Park Improvement Projects	6,796,000	6,455,000	4,310,000	4,250,000	4,075,000	3,550,000	22,255,000	51,691,000
Municipal Facilities Projects	10,263,915	2,671,000	2,319,000	2,258,000	2,356,000	2,413,000	2,264,000	24,544,915
Water & Sewer Projects	822,000	451,000	451,000	451,000	451,000	451,000	451,000	3,528,000
Total Other Funds	40,480,915	19,802,000	16,930,000	16,789,000	16,382,000	16,244,000	69,620,000	196,247,915
Water	14,472,000	6,823,000	9,849,000	7,611,000	6,113,000	1,545,000	4,107,000	50,520,000
Sewer	8,155,000	6,712,000	4,419,000	4,067,000	3,700,000	3,700,000	4,000,000	34,753,000
Total Water & Sewer	22,627,000	13,535,000	14,268,000	11,678,000	9,813,000	5,245,000	8,107,000	85,273,000
TOTAL	125,142,025	88,115,900	74,371,500	68,302,000	57,322,000	39,622,000	192,887,000	641,681,915

An Ordinance of the City of Plano, Texas, approving and adopting the Community Investment Program and setting the appropriations for 2012-13; and providing an effective date.

WHEREAS, following public notice duly posted and published as required by law, a public hearing was held on August 13, 2012, by and before the City Council of the City of Plano, the subject of which was the proposed Operating Budget and Community Investment Program of the City of Plano for Fiscal Year 2012-13; and

WHEREAS, during said Public Hearing, all interested persons were given the opportunity to be heard for or against any item or the amount of any item contained in said Community Investment Program, after which said Public Hearing was closed; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the appropriations for the 2012-13 Community Investment Program hereinafter set forth is proper and should be approved and adopted.

Now, therefore, be it ordained by the City Council of the City of Plano, Texas, that:

Section I. Appropriations for the Community Investment Program for the year beginning October 1, 2012 and ending September 30, 2013, as filed and submitted by the City Manager, containing estimates for the various projects to be expended, is hereby approved and adopted as follows:

A.	Library Facilities	378,900
B.	Public Safety & Fire Facilities Fund	5,049,000
C.	Park Improvements Fund	8,700,000
D.	Recreation Centers Fund	650,000
E.	Street Improvements Fund	34,582,000
F.	Street Enhancement Fund	150,000
G.	Technology Improvements	1,800,000
H.	Park Fee Program	125,000
I.	Capital Reserve Fund	19,677,000
J.	Municipal Drainage CIP Fund	3,469,000
K.	Water Projects Fund	6,823,000
L.	Sewer Projects Fund	6,712,000

Section II. This Ordinance shall be in full force and effect from and after its passage.

DULY PASSED AND APPROVED this the 10th Day of September, 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:	9/10/12
Department:	Budget & Research
Department Head	Karen Rhodes-Whitley
Agenda Coordinator (include phone #): Casey Srader, x5152	

CAPTION

An Ordinance of the City of Plano, Texas approving and adopting the Tax Rate for the fiscal year beginning October 1, 2012, and terminating September 30, 2013, and providing an effective date. (Public Hearings held on August 27, 2012 and September 5, 2012.)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE 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): **N/A**

COMMENTS:

SUMMARY OF ITEM

This Ordinance sets the ad valorem tax rate for 2012-13 at .4886 cents per \$100 assessed valuation, to be distributed as follows:

\$.3192 for Operations & Maintenance
 \$.1694 for General Obligation Debt

 \$.4886 Total Tax Rate

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$4.30.

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

An Ordinance of the City of Plano, Texas, approving and adopting the Tax Rate for the fiscal year beginning October 1, 2012 and terminating September 30, 2013 and providing an effective date.

WHEREAS, the City Council of the City of Plano has been presented with a proposed Ad Valorem Tax Rate for Fiscal Year 2012-13, and such Tax Rate would impose an amount of taxes that would exceed the levy for Fiscal Year 2011-12; and

WHEREAS, Section 26.05 of the Texas Tax Code, as amended, provides that the City may not adopt a Tax Rate for Fiscal Year 2012-13 that exceeds the lower of the Rollback Tax Rate or the Effective Tax Rate calculated without notice of and holding two public hearings on the proposed tax rate; and

WHEREAS, the proposed Tax Rate does not exceed the Rollback Tax Rate; and

WHEREAS, the proposed Tax Rate does exceed the Effective Tax Rate by 0.32 cents or 0.65%; and

WHEREAS, upon full review of and consideration of the matter, the City Council is of the opinion that the proposed Tax Rate for Fiscal Year 2012-13 should be approved and adopted for Fiscal Year 2012-13.

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

Section I. There is hereby levied and shall be assessed for the Fiscal Year 2012-13 of the City of Plano an Ad Valorem Tax Rate on each ONE HUNDRED DOLLARS (\$100.00) valuation of property within the limits of the City of Plano and subject to taxation as follows:

\$.3192	for purposes of General Fund maintenance and operation.
\$.1694	for payment of principal and interest on all General Obligation Bond funded debt of this City.
<hr/>	
\$.4886	Total Tax Rate

Section II. The Tax Assessor of the City of Plano is hereby directed to assess for the 2012-13 Fiscal Year the rates and amounts herein levied and, when such taxes are collected, to distribute the collections in accordance with this Ordinance.

Section III. This Ordinance shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED, this the 10th day of September, 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:		9/10/12		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Casey Srader, x5152				
CAPTION				
An Ordinance of the City of Plano, Texas, ratifying the property tax revenue increase in the 2012-13 Budget as a result of the City receiving more revenues from property taxes in the 2012-13 Budget than in the previous fiscal year; and providing an effective date. (Public Hearings held on August 27, 2012 and September 5, 2012.)				
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	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
COMMENTS:				
SUMMARY OF ITEM				
<p>As required by H.B. 3195, adoption of a Budget that raises more property tax revenue than was generated the previous year requires three votes by the City Council: (a) one vote to adopt the Budget; and (b) one vote to adopt the tax rate; and (c) a separate vote to "ratify" the property tax revenue increase reflected in the Budget.</p> <p>This Ordinance ratifies the property tax revenue increase as reflected in the 2012-13 Budget, by adding the following statement:</p> <p>"THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$3,095,092 OR 2.53%, AND OF THAT AMOUNT \$1,116,381 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR."</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, ratifying the property tax revenue increase in the 2012-13 Budget as a result of the City receiving more revenues from property taxes in the 2012-13 Budget than in the previous fiscal year; and providing an effective date.

WHEREAS, H.B. 3195, relating in part to “truth-in-taxation disclosure”, requires the City to ratify by a separate vote and providing the necessary disclosure language in the ratification, when there is an increase to the property tax revenues in the proposed budget as compared to the previous year; and,

WHEREAS, the City’s 2012-13 Budget has an increase in property tax revenues as compared to the previous year; and,

WHEREAS, as a result of the approval of the 2012-13 Budget, the City Council finds that it must ratify the increased revenue from property taxes.

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

Section I. The increased revenue from property taxes in the 2012-13 City Budget is hereby ratified, with the following declaration:

“THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR’S BUDGET BY \$3,095,092 OR 2.53%, AND OF THAT AMOUNT \$1,116,381 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.”

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

DULY PASSED AND APPROVED, this the 10th day of September, 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:		09/10/12		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): Doris Carter, ext. 5350				
CAPTION				
Consideration of a request for a revised site plan and to participate in a Parking Reduction Program for a Public Secondary School on one lot on 42.8± acres located at the northwest corner of Parker Road and Willow Bend Drive. Zoned Single-Family Residence-9 and Agricultural. Applicant: Plano Independent School District				
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				
Subsection 3.1112 (Parking Reduction Program) of Section 3.1100 (Off-Street Parking and Loading) of Article 3 (Supplementary Regulations) of the Zoning Ordinance allows applicants to request approval for the deferment of required parking, subject to approval of a site plan by the City Council. Developments meeting the criteria in Section 3.1112 may be granted a deferment between 5%-30% of the parking spaces required. The applicant is seeking a 26% reduction of the required parking. The Planning & Zoning Commission recommends approval of the request, by a vote of 6-1.				
List of Supporting Documents: P&Z Followup Staff Writeup Locator Map Revised Site Plan Letter from Applicant		Other Departments, Boards, Commissions or Agencies Planning & Zoning Commission		

DATE: August 21, 2012
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of August 20, 2012

**AGENDA ITEM NO. 11 - PUBLIC HEARING- PRELIMINARY REPLAT & REVISED
SITE PLAN:
PLANO WEST SENIOR HIGH SCHOOL, BLOCK A, LOT 1R
APPLICANT: PLANO INDEPENDENT SCHOOL DISTRICT**

Public secondary school on one lot on 42.8± acres located at the northwest corner of Parker Road and Willow Bend Drive. Zoned Single-Family Residence-9 and Agricultural. Neighborhood #30.

APPROVED: 6-1 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Preliminary Replat: Approved subject to additions and/or alterations to the engineering plans as required by the Engineering Department.

Revised Site Plan: Approved subject to:

1. City Council approval of the request for a parking reduction;
2. The applicant executing a performance agreement with the city, subject to approval by the City Attorney; and
3. Dedication of parking easements for the new proposed offsite parking on Lot 2, and the deferred parking areas on Lots 1R and 2, Block A, Plano West Senior High School Addition.

The Commissioner voting against the motion did not state a reason for the opposition.

BM/sf

xc: Bruce Larson, Plano ISD
Rick Bates, RLK Engineering Inc - (Preliminary Replat)

CITY OF PLANO

PLANNING & ZONING COMMISSION

August 20, 2012

Agenda Item No. 11

Public Hearing - Preliminary Replat & Revised Site Plan:

Plano West Senior High School, Block A, Lot 1R

Applicant: Plano Independent School District

DESCRIPTION:

Public secondary school on one lot on 42.8± acres located at the northwest corner of Parker Road and Willow Bend Drive. Zoned Single-Family Residence-9 and Agricultural. Neighborhood #30.

REMARKS:

The purpose for this preliminary replat is to dedicate and abandon easements necessary for the proposed building expansions and related site modifications.

The purpose for this revised site plan is to show the modified fire lane, access drive, and onsite and offsite parking lot layouts, in addition to the building expansions. The applicant is also seeking a parking deferment as described below.

Request for Parking Deferment

The applicant is requesting a parking deferment under Subsection 3.1112 (Parking Reduction Program) of Section 3.1100 (Off-Street Parking and Loading) of Article 3 (Supplementary Regulations) of the Zoning Ordinance. The Parking Reduction Program may be used for single-tenant buildings or building expansions exceeding 100,000 square feet. This program applies specifically to general office, scientific and research laboratories, and governmental operations but may be utilized for other operations with approval by the Planning & Zoning Commission.

Developments meeting the criteria of this section may be granted a deferment of between 5%-30% of the parking spaces required (calculated using the standard parking rates for the particular use in the Zoning Ordinance). The ordinance states that the Planning & Zoning Commission shall review all proposed Parking Reduction Programs and that the Commission shall make a recommendation to the City Council for approval, modification, or denial of the proposed project, based on a finding that the Parking Reduction Program will not negatively impact adjacent streets or properties.

The Zoning Ordinance requires one parking space for each 1.5 students, faculty, and staff for public secondary schools. The required number of parking spaces for Plano West Senior High School at build-out capacity would be 2,134. Currently, the high school has 1,687 parking spaces and the applicant plans to maintain 1,572 parking spaces (of which 43 spaces are provided on the adjacent property to the northwest) and defer construction of 562 spaces. The applicant is therefore requesting a 26% reduction of the required parking. The school needs additional site area to accommodate the building expansions to house a maximum student enrollment of 3,000 and 200 staff members. The applicant has shown on the site plan 103 future onsite parking spaces, as well as 464 future offsite parking spaces on the undeveloped portion of Lot 2, Block A to the north of the subject property. Lot 2, Block A is owned by Plano Independent School District and is the site of Renner Middle School. The onsite and offsite parking areas result in a total of 567 future parking spaces which will accommodate the additional parking if deemed necessary.

In accordance with the ordinance, the applicant has provided documentation of estimated actual demand and a revised site plan in support of the application. Areas have been delineated on the revised site plan where the 567 parking spaces could be built should they be needed in the future. In addition to the information on the revised site plan, the applicant shall be responsible for dedicating parking easements for Lot 1R and for the adjacent Lot 2 for the deferred parking areas. No building may be constructed on the areas reserved for deferred parking. Finally, if the parking deferment is granted, the applicant must enter into a performance agreement with the city which allows deferral of the spaces until demand for a greater number of parking spaces is reached or a change of occupancy occurs.

The performance agreement shall:

1. Specify the number of parking spaces that are being deferred, and the program used to decrease parking demand;
2. Specify the date the program will commence in relation to completion and occupancy of the structure;
3. Require annual parking demand monitoring reports, which will note any changes in occupancy or demand for additional parking; and
4. Provide penalties for failure to comply with the above as stated in Section 6.400 (Penalty for Violations) of Article 6 (Procedures and Administration) of the Zoning Ordinance. The performance agreement shall be revoked for failure to comply with the stated terms of agreement. The city shall have the right to require the construction of parking to meet the baseline parking assessment if the agreement is revoked.

Staff supports the request for parking deferment. The applicant has satisfied the conditions of the ordinance and provided a revised site plan designating future onsite and offsite parking that can be provided if needed. A replat for both Lots 1R and 2 will also dedicate the required parking easements in addition to filing a separate parking easement agreement and performance agreement. The school also provides bus

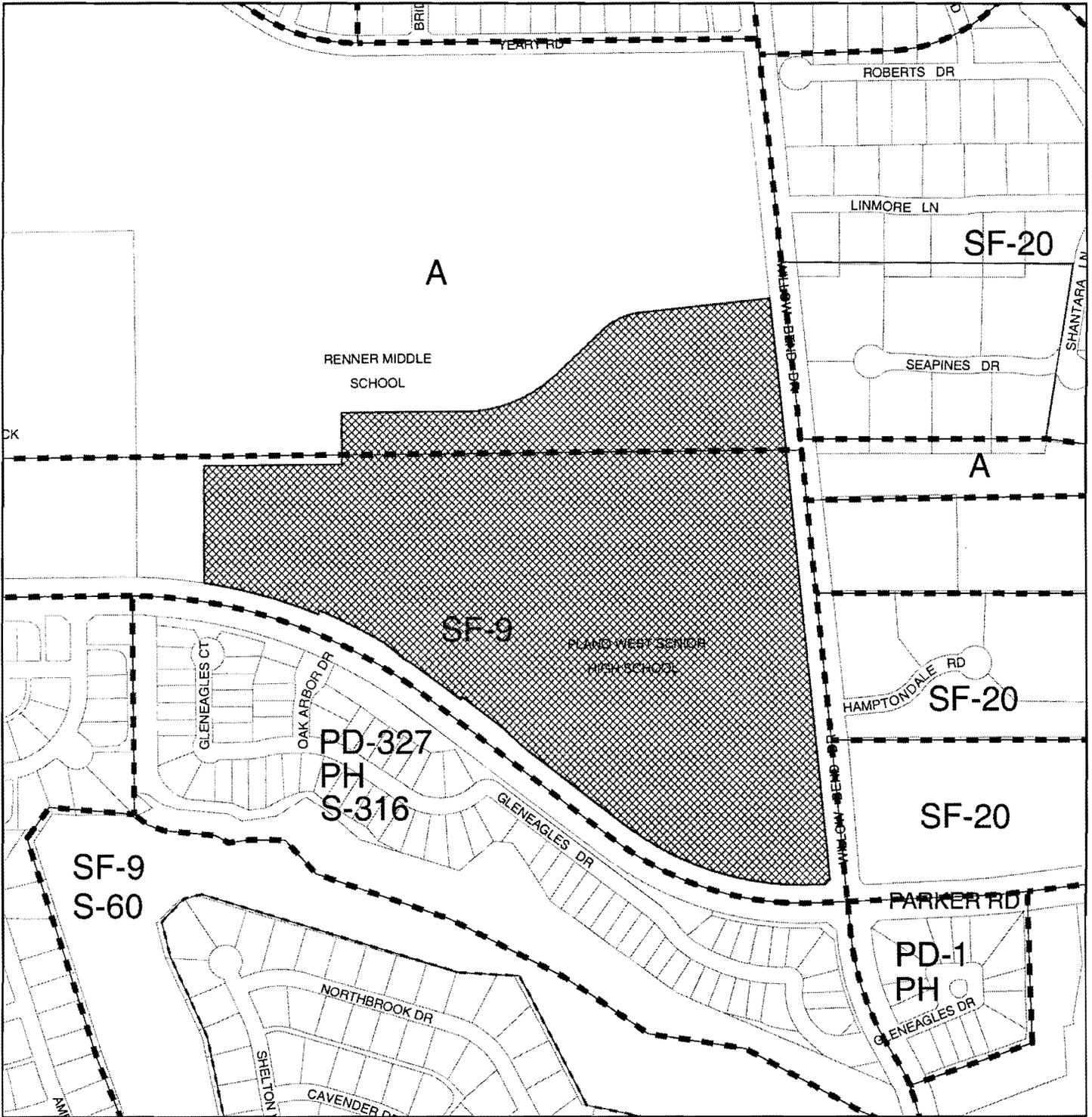
transportation to serve the campus to alleviate the need for full build-out of onsite parking.

RECOMMENDATIONS:

Preliminary Replat: Recommended for approval subject to additions and/or alterations to the engineering plans as required by the Engineering Department.

Revised Site Plan: Recommended for approval subject to:

1. City Council approval of the request for a parking reduction;
2. The applicant executing a performance agreement with the city, subject to approval by the City Attorney; and
3. Dedication of parking easements for the new proposed offsite parking on Lot 2, and the deferred parking areas on Lots 1R and 2, Block A, Plano West Senior High School Addition.

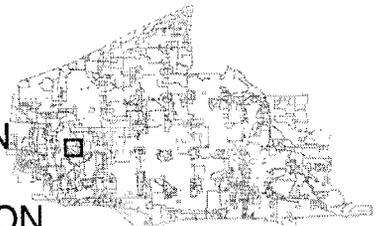


Item Submitted: PRELIMINARY REPLAT & REVISED SITE PLAN

Title: PLANO WEST SENIOR HIGH SCHOOL ADDITION
BLOCK A, LOT 1R

Zoning: SINGLE-FAMILY RESIDENCE-9 & AGRICULTURAL

○ 200' Notification Buffer





August 16, 2012

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

Re: Plano West Senior High School Additions and Renovations
WRA Project No. 1201
Parking Reduction Request

Dear Ms. Firgens:

We are submitting this request for a reduction in the required quantity of parking spaces in accordance with the City of Plano Zoning Ordinance, Article 3.1112, Parking Reduction Program. We are requesting a **26% reduction** from the parking requirements established in the ordinance for 11-12 grade high school campuses. Additional site area is required to accommodate building expansion of the campus expected to house a maximum student enrollment of 3,000 and an expected maximum staff of 200.

The activities on this site will be expanded to include a new Career and Technology Building, expansion of the science/library building to connect with the existing academic building, expansion of the academic building to house new athletic spaces and a small expansion of the fine arts building to provide additional storage and classroom spaces.

BASELINE PARKING ASSESSMENT

In accordance with Article 3.1107, Parking Space Schedule for Nonresidential Uses in all Districts, the off-street parking requirements for this site with improvements require one parking space for every 1.5 occupants based upon the design capacity. The required quantity of parking spaces using this formula is 2,134. Parking on the site currently is 1,687 spaces. Parking space to be provided at build-out of the new structures is proposed to be 1,572 spaces. The reduction in the amount of parking from that which currently exists is due to the need to accommodate additional building capacity necessary to house the proposed activities for an enlarged campus population. The property owner, Plano Independent School District has agreed to establish easements on existing undeveloped property, specifically designated to be future parking. The designated future parking areas will accommodate additional site parking if it is determined to be necessary as the school enrollment increases.

ESTIMATED ACTUAL DEMAND

For comparison purposes, the current parking accommodations at Plano ISD senior high schools are as follows:

School	Enrollment 2011-2012	Number of Spaces Provided
Plano East	3,057	1,486
Plano Senior	2,641	1,820
Plano West	2,160	1,572 (Proposed)

WRA Architects, Inc.
12377 Merit Drive
Suite 1800
Dallas, Texas 75251
214.750.0077 voice
214.750.5931 fax
www.wraarchitects.com

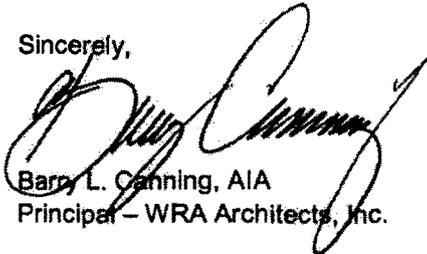


The parking quantities at each school include accommodations for faculty and staff parking. The staff population is not included in the student population enrollment. The school district anticipates that the populations of the three senior high schools will equalize to approximately 3,000 students each when growth within the district is complete. At the present time, parking at Plano East and Plano Senior High Schools proves to be adequate having served similar capacities of students and staff. We believe this historical resource drawn from similar facilities provides a basis for the proposed quantity of spaces for the increased enrollment at Plano West Senior High School.

There are three other factors that will help to reduce the on-site parking load and help transition to maximum capacity. The first is that twenty student school buses and ten special education school buses currently serve the campus and help mitigate the need for on-site parking. Secondly, the enrollment growth at the school is expected to occur over a multi-year time frame. The staged growth in the campus enrollment will allow the school district to address future parking needs with an emphasis on preventing adverse impacts to the streets, thoroughfares and surrounding neighborhoods. Lastly, the anticipated student class schedules will vary on a daily basis. Some students will have early release scheduling, while other students arrive on the campus mid morning and others have work programs off campus for portions of their school day. Therefore, the level of required parking spaces on the campus will vary with students leaving and entering the campus through each school day.

Please refer to the attached plan that identifies the proposed future parking locations and the proposed existing and new parking spaces on the property. Please advise if you have any questions about the parking reduction request or the information contained herein.

Sincerely,



Barry L. Canning, AIA
Principal – WRA Architects, Inc.

Enclosure

cc: Mr. Bruce Larson – PISD
Mr. Tony Pearson – PISD
Mr. Doug Guynes – PISD
Mr. Ronny Klingbeil – RLK
Mr. Rick Bates – RLK
Mr. Jason Oswald - WRA



**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:		09/10/12		
Department:		Economic Development		
Department Head		Sally Bane		
Agenda Coordinator (include phone #): Linda Thomason X8301				
CAPTION				
Public Hearing and an Ordinance of the City of Plano, Texas, designating a certain area within the City of Plano, Texas, as Reinvestment Zone No. 130 for tax abatement consisting of a 14.10 acre tract of land out of the Maria C. Vela Survey, Abstract No. 935 and the Obediah Epps Survey, Abstract No. 297, 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.				
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. Notice of public hearing published on August 30, 2012 to create Reinvestment Zone 130. The Real Property improvements amount is \$11,500,000.00. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.				
SUMMARY OF ITEM				
This relates to Tyler Technologies, Inc., a Delaware corporation, request for tax abatement on Reinvestment Zone 130 and the creation of the zone at 5101 Tennyson Parkway.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Ordinance				
Metes and Bounds				

An Ordinance of the City of Plano, Texas, designating a certain area within the City of Plano, Texas, as Reinvestment Zone No. 130 for tax abatement consisting of a 14.10 acre tract of land out of the Maria C. Vela Survey, Abstract No. 935 and the Obediah Epps Survey, Abstract No. 297, 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.

WHEREAS, the City Council of the City of Plano, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for tax abatement, as authorized by V.T.C.A. Tax Code Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or the "Act"); and

WHEREAS, a public hearing before the City Council was set for 7:00 p.m. on the 10th day of September, 2012, such date being at least seven (7) days after the date of publication of the notice of such public hearing; and

WHEREAS, the City held such public hearing after giving written notice of said hearing to all taxing units overlapping the territory inside the proposed reinvestment zone; and

WHEREAS, the City at such hearing invited any interested person or his representative to appear for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in the notice calling such public hearing should be included in such proposed reinvestment zone, and the concept of tax abatement; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all matters relating to the creation of the reinvestment zone.

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

Section I. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

Section II. Definitions. For the purposes of this Ordinance, the following terms and phrases shall have the following meanings ascribed to them:

- a) Improvements - Improvements shall include, for the purpose of establishing eligibility under the Act, any activity at the location, including, but not limited to, new construction.
- b) Taxable Real Property - Taxable real property shall be as defined in the Texas Property Tax Code and shall not include personal property as defined in said code, nor shall it include land.
- c) Base Year - The base year for determining increased value shall be the taxable real property value assessed the year in which the agreement is executed.

Section III. The City, after conducting the above-mentioned hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

- a) That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto as Exhibit "A"; and
- c) That creation of the reinvestment zone for commercial/industrial tax abatement with boundaries as described in Exhibit "A" will result in benefits to the City and to the land included in the zone and the improvements sought are feasible and practical; and
- d) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.202 of the Act in that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City"; and
- e) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the City of Plano Revised Policy Statement for Tax Abatement.

Section IV. Pursuant to Section 312.201 of the Act, the City hereby creates a reinvestment zone for commercial/industrial tax abatement encompassing only the area described by metes and bounds in Exhibit "A" attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as Reinvestment Zone No. 130, City of Plano, Texas.

Section V. The zone shall be effective as of January 1, 2014.

Section VI. To be eligible for tax abatement a project shall:

- a) Be located wholly within the zone as established herein.
- b) Not include property that is owned or leased by a member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.
- c) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.
- d) Have and maintain all land located within the designated zone, appraised at market value for tax purposes.

Section VII. Written tax abatement agreements with property owner(s) located within the zone shall provide the terms regarding duration of exemption and share of taxable Real Property Improvement value from taxation as approved hereunder as shown below:

- a) Duration of Exemption – ten (10) consecutive tax years beginning with and including the January 1, 2014 assessment date for the Real Property Improvements.
- b) Share of taxes abated – fifty percent (50%) of taxes on the total value of appraised Real Property Improvements for the years 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023.

Section VIII. Any written agreements authorized under this Ordinance must include provisions for:

- a) Listing the kind, number and location of all proposed improvements of the property; and
- b) Access to and inspection of property by municipal employees to ensure that the improvements or repairs are made according to the specification and conditions of the agreements; and

- c) Limiting the use of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect; and
- d) Recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement.

Section IX. If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

Section X. This Ordinance shall become effective from and after its date of passage.

DULY PASSED AND APPROVED this 10th day of September, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land out of the Maria C. Vela Survey, Abstract No. 935 and the Obediah Epps Survey, Abstract No. 297 in the City of Plano, Collin County, Texas, being a portion Lot 1R, Block A of the Fifth Replat of EDS Health & Fitness Center, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet Q, Page 630 of the Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of said Lot 1R, Block A, same being the southwest corner of ANS Headquarters, Lots 1R and 2R, Block A, an addition to the City of Plano, Texas, according to the plat recorded in Cabinet 2006, Page 476 of the Map Records of Collin County, Texas, same also being on the north right-of-way line of Tennyson Parkway (a 121-foot wide right-of-way);

THENCE with said north right-of-way line, the following courses and distances:

North 87°59'57" West, a distance of 302.58 feet to a 1" iron rod found for corner at the beginning of a tangent curve to the right having a radius of 1261.78 feet, a central angle of 16°35'42", a chord bearing and distance of North 79°42'06" West, 364.18 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 365.46 feet to a point for corner;

THENCE North 00°00'00" East, leaving said north right-of-way line and crossing said Lot 1R, Block A, a distance of 540.56 feet to a point for corner;

THENCE North 90°00'00" East, continuing across said Lot 1R, Block A, a distance of 162.44 feet to a point for corner;

THENCE North 00°00'00" East, continuing across said Lot 1R, Block A, a distance of 126.00 feet to a point for corner;

THENCE North 90°00'00" East, continuing across said Lot 1R, Block A, a distance of 923.25 feet to a point in a lake for a corner on the east line of said Lot 1R, same being on the west line of aforesaid ANS Headquarters, Lots 1R and 2R, Block A;

THENCE with said west line, the following courses and distances:

South 04°24'40" West, a distance of 147.27 feet to a point in a lake for corner;

South 47°24'00" West, a distance of 334.63 feet to a point in a lake for corner;

South 24°24'01" West, a distance of 405.07 feet to the **POINT OF BEGINNING** and containing 14.10 acres of land.

Bearing system based on the monuments according to the Fifth Replat of the EDS Health & Fitness Center, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet Q, Page 630 of the Map Records of Collin County, Texas.



**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:		09/10/12		
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 agreement by and between the City of Plano, Texas and Tyler Technologies, Inc., a Delaware corporation providing for real property tax abatement; and authorizing its execution by the City Manager or his authorized designee; 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:	2011-12	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.				
SUMMARY OF ITEM				
This relates to Tyler Technologies, Inc. request for tax abatement on Reinvestment Zone 130 and the creation of the zone at 5101 Tennyson Parkway.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				
Tax Abatement Agreement				

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas and Tyler Technologies, Inc., a Delaware corporation, providing for real property tax abatement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Tax Abatement Agreement by and between the City of Plano, Texas and Tyler Technologies, Inc., a Delaware corporation, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized 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:

Section I. The terms and conditions of the Agreement having been reviewed by the City Council of the City of Plano, Texas 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 authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED this the 10th day of September, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

improvements that are at least 139,000 gross square feet of office space with an assessed taxable value of not less than Eleven Million, Five Hundred Thousand Dollars (\$11,500,000.00) for **new improvements added** to the Real Property between the dates of September 1, 2012 through December 31, 2013, as determined by the Collin County Central Appraisal District. The Real Property abatement for the new improvements shall begin in the January 2014 tax year pursuant to Section 8(a) herein unless an extension as a result of an Event of Force Majeure has been approved by the City in writing. The abatement shall not include any existing Real Property taxable value assessed on the property as of August 31, 2012.

(c) In the Event of a Force Majeure "Event" the affected party shall notify the City in writing not less than sixty (60) days of the onset of the Event with supporting documentation, the anticipated duration and the actions that the party will take to alleviate the Event. The City Manager shall consider such request and may grant an extension of time to complete the obligations; such extension shall not be unreasonably withheld. If the Event results in a delay of meeting the required improvement value, the party requesting the extension agrees that in the following year the minimum required taxable value of the improvements shall be met.

(d) The term "Event of Force Majeure" means 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, shortages or unavailability of materials or labor, or work stoppages any of which event(s) directly impact the Owner at the Real Property. The term shall not include a downturn in the economy.

DEFAULT

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

(a) Owner allows its Real Property improvement taxes owed the City to become delinquent and fails to either (1) timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes, or (2) cure such delinquency within thirty (30) days of receipt of notice of such delinquency; or

(b) Owner fails to construct the improvements required in Section 1(b); or

(c) At any time during the Agreement, the assessed taxable value of the Real Property improvements is less than the minimum amount set forth in Section 1(b) as a result of the Owner's protest; or

(d) (i) Owner fails to provide the annual certification as required in Section 6 below; or

(ii) Owner fails to comply with the Assignment provision in Section 7; or

(e) Owner has been convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of aliens at the Real Property.

3. In the event that the Owner defaults under any section of this Agreement, the City shall give Owner written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated except any damages as specified below shall survive the termination of this Agreement. Notice shall be in writing as provided below. The City Manager is authorized on behalf of the City to send notice of default and to terminate the Agreement for any default that is not cured.

4. Upon the occurrence of an event of default under Section 2(a) (b) or (e) above and that remains uncured, all taxes, including previously abated taxes which would have been paid to the City by Owner without the benefit of this Agreement, shall become due and owing to the City from the Owner, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07 and Texas Government Code Chapter 2264.

Upon the occurrence of an event of default under Section 2(c) or (d) above and that remains uncured, at the City's sole option, it may require all or a portion of all previously abated taxes which would have been paid to the City by the Owner without the benefit of this Agreement to become due and owing to the City from the Owner, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07. City shall exercise such option within ninety (90) days of notice of default.

EFFECT OF TERMINATION/SURVIVAL OF OBLIGATIONS

5. 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.

ANNUAL CERTIFICATION

6. Beginning November 1, 2014, and on or before the 1st day of November of each calendar year thereafter during the Term (as defined below) of this Agreement, the Owner, or its successors or assigns, must provide annual certification (substantially in the form attached as **EXHIBIT "B"** hereto) to the City certifying compliance with each applicable term of the Agreement.

ASSIGNMENT

7. If Owner wishes to assign its rights and duties under this Agreement, it must comply with the following provisions. A failure to comply is an event of default and all

remedies may apply including but not limited to a suspension of the abatement for the year(s) for which non-compliance occurred.

(a) City Consent Required. Except as permitted by (b) below, this Agreement may not be assigned without the express written consent of the City. The assignment agreement must be furnished in a form acceptable to the City and be provided at least sixty (60) days prior to the effective assignment date for the City Council review and approval.

(b) Exceptions to City Consent. Owner may assign this Agreement without obtaining the City's consent:

(i) To a wholly owned affiliate of Owner; or

(ii) Any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety percent (90%) of the assets of the Owner; or

(iii) Upon the sale of the Real Property by Owner.

(c) Prior to the effective date of the assignment or sale under (a) or (b) above, the assigning party agrees to have the assignee or successor execute an agreement with the City to be bound to all the terms and conditions of this Agreement, without exception, and the assignee or successor shall be responsible for any default(s) of the assignee or seller that occurred prior to or after the effective date of the assignment.

ABATEMENT PROVISIONS

8. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City, a portion of ad valorem personal property taxes and Real Property improvement taxes belonging to the Owner located on the Real Property otherwise owed to the City shall be abated as follows:

(a) The tax abatement as to Real Property improvements, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2014 through December 31, 2023.

(b) In accordance with all applicable federal, state and local laws and regulations, the abatement shall be based on amounts equal to fifty percent (50%) of the taxable value of the Real Property improvements for the tax years set forth above.

(c) The Owner shall have the right to protest and/or contest any assessment of the Real Property improvements where such assessment is above the minimum amount required to be maintained under Section 1 of this Agreement. The abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Notwithstanding the above, it shall be a breach of this Agreement if assessed values fall below those required in Section 1 as a result of an Owner filed protest and/or contest.

NOTICE

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

For City by notice to:

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

With copy to:

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

If intended for the Owner before relocation:

Tyler Technologies, Inc.
Attention: Mr. Bruce Graham
President, Courts and Justice Division
6500 International Parkway, Suite 2000
Plano, Texas 75093

With a copy to:

Tyler Technologies, Inc.
Attention: Mr. Lynn Moore
Executive Vice President and General Counsel
6500 International Parkway, Suite 2000
Plano, Texas 75093

If intended for the Owner after relocation:

Tyler Technologies, Inc.
Attention: Mr. Bruce Graham
President, Courts and Justice Division
5101 Tennyson Parkway
Plano, Texas 75024

With a copy to:

Tyler Technologies, Inc.
Attention: Mr. Lynn Moore
Executive Vice President and General Counsel
5101 Tennyson Parkway
Plano, Texas 75024

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

MISCELLANEOUS PROVISIONS

10. During the term of the Agreement, the Owner further agrees that the City, its agents and employees, shall have reasonable right (with no less than five (5) business days prior written notice to Owner) to access the Real Property during regular business hours to inspect the Real Property improvements in order to insure that the Real Property improvements are in accordance with this Agreement and all applicable federal, state, and local laws and regulations.

11. It is understood and agreed between the parties that the Owner, in performing its respective obligations hereunder, is acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties and Owner agrees to indemnify and hold harmless City from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of defaults of its obligations hereunder.

12. Based upon the certification provided by Owner, the City represents that the Real Property is not owned by any member of the City Council of the City of Plano or by any member of the Planning and Zoning Commission.

13. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 10th day of September, 2012, authorizing the City Manager to execute the Agreement on behalf of the City.

14. This Agreement was entered into by Owner pursuant to its duly authorized representatives.

15. This instrument shall constitute a valid and binding agreement between the City and the Owner when executed in accordance herewith.

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

17. This Agreement is performable in Collin County, Texas.

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: _____

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

OWNER
Tyler Technologies, Inc., a Delaware
corporation

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land out of the Maria C. Vela Survey, Abstract No. 935 and the Obediah Epps Survey, Abstract No. 297 in the City of Plano, Collin County, Texas, being a portion Lot 1R, Block A of the Fifth Replat of EDS Health & Fitness Center, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet Q, Page 630 of the Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of said Lot 1R, Block A, same being the southwest corner of ANS Headquarters, Lots 1R and 2R, Block A, an addition to the City of Plano, Texas, according to the plat recorded in Cabinet 2006, Page 476 of the Map Records of Collin County, Texas, same also being on the north right-of-way line of Tennyson Parkway (a 121-foot wide right-of-way);

THENCE with said north right-of-way line, the following courses and distances:

North 87°59'57" West, a distance of 302.58 feet to a 1" iron rod found for corner at the beginning of a tangent curve to the right having a radius of 1261.78 feet, a central angle of 16°35'42", a chord bearing and distance of North 79°42'06" West, 364.18 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 365.46 feet to a point for corner;

THENCE North 00°00'00" East, leaving said north right-of-way line and crossing said Lot 1R, Block A, a distance of 540.56 feet to a point for corner;

THENCE North 90°00'00" East, continuing across said Lot 1R, Block A, a distance of 162.44 feet to a point for corner;

THENCE North 00°00'00" East, continuing across said Lot 1R, Block A, a distance of 126.00 feet to a point for corner;

THENCE North 90°00'00" East, continuing across said Lot 1R, Block A, a distance of 923.25 feet to a point in a lake for a corner on the east line of said Lot 1R, same being on the west line of aforesaid ANS Headquarters, Lots 1R and 2R, Block A;

THENCE with said west line, the following courses and distances:

South 04°24'40" West, a distance of 147.27 feet to a point in a lake for corner;

South 47°24'00" West, a distance of 334.63 feet to a point in a lake for corner;

South 24°24'01" West, a distance of 405.07 feet to the **POINT OF BEGINNING** and containing 14.10 acres of land.

Bearing system based on the monuments according to the Fifth Replat of the EDS Health & Fitness Center, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet Q, Page 630 of the Map Records of Collin County, Texas.

EXHIBIT “B”
CERTIFICATION FORM

[DATE]

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

RE: Certification Form – Reinvestment Zone No. 130
Tax Abatement Agreement (the “Agreement”) between Tyler Technologies, Inc. (“Owner”) and the City of Plano.

This letter certifies that Owner is in compliance with each applicable term as set forth in the Agreement. The term of the Abatement is January 1, 2014, through December 31, 2023. This form is due on November 1 of each year the Agreement is in force.

Tyler Technologies, Inc., a Delaware
corporation

By: _____
Name: _____
Title: _____



**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:		09/10/12		
Department:		Economic Development		
Department Head		Sally Bane		
Agenda Coordinator (include phone #): Linda Thomason x8301				
CAPTION				
Public Hearing and an Ordinance of the City of Plano, Texas, designating a certain area within the City of Plano, Texas, as Reinvestment Zone No. 131 for tax abatement consisting of an 8.357 acre tract of land situated in the J. T. McCullough Survey, Abstract No. 633, 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.				
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. Notice of public hearing published on August 30, 2012 to create Reinvestment Zone No. 131. The Real Property improvements amount is \$4,400,000.00 and the Business Personal amount is \$4,000,000.00. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.				
SUMMARY OF ITEM				
This relates to Winzer Corporation, a Texas corporation, and WR Plano Parkway, LLC, a Georgia limited liability company, request for tax abatement on Reinvestment Zone131 and the creation of the zone at 4060 E. Plano Parkway.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Ordinance				
Metes and Bounds				

An Ordinance of the City of Plano, Texas, designating a certain area within the City of Plano, Texas, as Reinvestment Zone No. 131 for tax abatement consisting of an 8.357 acre tract of land situated in the J. T. McCullough Survey, Abstract No. 633, 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.

WHEREAS, the City Council of the City of Plano, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for tax abatement, as authorized by V.T.C.A. Tax Code Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or the "Act"); and

WHEREAS, a public hearing before the City Council was set for 7:00 p.m. on the 10th day of September, 2012, such date being at least seven (7) days after the date of publication of the notice of such public hearing; and

WHEREAS, the City held such public hearing after giving written notice of said hearing to all taxing units overlapping the territory inside the proposed reinvestment zone; and

WHEREAS, the City at such hearing invited any interested person or his representative to appear for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in the notice calling such public hearing should be included in such proposed reinvestment zone, and the concept of tax abatement; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all matters relating to the creation of the reinvestment zone.

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

Section I. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

Section II. Definitions. For the purposes of this Ordinance, the following terms and phrases shall have the following meanings ascribed to them:

- a) Improvements - Improvements shall include, for the purpose of establishing eligibility under the Act, any activity at the location, including, but not limited to, new construction.
- b) Taxable Real Property - Taxable real property shall be as defined in the Texas Property Tax Code and shall not include personal property as defined in said code, nor shall it include land.
- c) Taxable Tangible Personal Property - Shall be defined, for purposes of this Ordinance, as tangible personal property, such as office machines and office furnishings, but shall specifically exclude inventory or supplies.
- d) Base Year - The base year for determining increased value shall be the taxable real property value assessed the year in which the agreement is executed.

Section III. The City, after conducting the above-mentioned hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

- a) That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto as Exhibit "A"; and
- c) That creation of the reinvestment zone for commercial/industrial tax abatement with boundaries as described in Exhibit "A" will result in benefits to the City and to the land included in the zone and the improvements sought are feasible and practical; and
- d) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.202 of the Act in that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City"; and

- e) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the City of Plano Revised Policy Statement for Tax Abatement.

Section IV. Pursuant to Section 312.201 of the Act, the City hereby creates a reinvestment zone for commercial/industrial tax abatement encompassing only the area described by metes and bounds in Exhibit "A" attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as Reinvestment Zone No. 131, City of Plano, Texas.

Section V. The zone shall be effective as of January 1, 2014.

Section VI. To be eligible for tax abatement a project shall:

- a) Be located wholly within the zone as established herein.
- b) Not include property that is owned or leased by a member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.
- c) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.
- d) Have and maintain all land located within the designated zone, appraised at market value for tax purposes.

Section VII. Written tax abatement agreements with property owner(s) located within the zone shall provide the terms regarding duration of exemption and share of taxable Real Property Improvements and Tangible Personal Property value from taxation as approved hereunder as shown below:

- a) Ten (10) consecutive tax years beginning with and including the January 1, 2014 assessment date for the Real Property Improvements.
- b) Ten (10) consecutive tax years beginning with and including the January 1, 2014 assessment date for the Tangible Personal Property Improvements.
- c) Share of taxes abated – fifty percent (50%) of taxes on the total value of appraised Real Property Improvements for the years 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023.

- d) Share of taxes abated – fifty percent (50%) of taxes on the total appraised value of Tangible Personal Property for the years 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023.

Section VIII. Any written agreements authorized under this Ordinance must include provisions for:

- a) Listing the kind, number and location of all proposed improvements of the property; and
- b) Access to and inspection of property by municipal employees to ensure that the improvements or repairs are made according to the specification and conditions of the agreements; and
- c) Limiting the use of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect; and
- d) Recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement.

Section IX. If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

Section X. This Ordinance shall become effective from and after its date of passage.

DULY PASSED AND APPROVED this 10th day of September, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

DESCRIPTION, of an 8.357 acre tract of land situated in the J. T. McCullough Survey, Abstract No. 633, Collin County, Texas; said tract being all of Lot 1, Block A, Plano Distribution Center, an addition to the City of Plano, Texas according to the plat recorded in Volume 2012, Page 221 of the Official Public Records of Collin County, Texas and being part of that tract of land described in Special Warranty Deeds to Plano Distribution Center, LTD recorded in Instrument No. 2000-0120111 and 2001-0066343 of said Official Public Records; said 8.357 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with "PIBURN PARTNERS" cap found at the south end of a right-of-way corner clip at the intersection of the west right-of-way line of North Star Road (a variable width right-of-way) and the south right-of-way line of Plano Parkway (a variable width right-of-way);

THENCE, in a southerly direction along the said west line of North Star Road the following two (2) calls:

South 02 degrees, 04 minutes, 06 seconds West, a distance of 278.28 feet to a 1/2-inch iron rod with "PIBURN PARTNERS" cap found at the beginning of a tangent curve to the left;

Along said curve to the left, having a central angle of 16 degrees, 55 minutes, 18 seconds, a radius of 1,055.00 feet, a chord bearing and distance of South 06 degrees, 23 minutes, 40 seconds East, 310.45 feet, an arc distance of 311.58 feet to a 3-inch aluminum disk stamped with "PACHECO KOCH" found; said point being the northeast corner of a tract of land described in Quitclaim Deed to Flextronics International USA, Inc. recorded in Instrument No. 2001-0066342 of said Official Public Records;

THENCE, in a westerly direction, departing the said west line of North Star Road and along the north line of said Flextronics tract, the following two (2) calls:

North 88 degrees, 55 minutes, 16 seconds West, a distance of 311.69 feet to a 60D nail in 1"x1" iron bar found for an angle point;

North 88 degrees, 31 minutes, 18 seconds West, a distance of 282.17 feet to a point for corner (unable to set), said point being the southeast corner of Lot 2, Block A, of said Plano Distribution Center;

THENCE, departing the said north line of the Flextronics tract, and along the east line of said Lot 2 the following three (3) calls;

North 01 degrees, 23 minutes, 14 seconds East, a distance of 533.25 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner,

North 45 degrees, 54 minutes, 49 seconds East, a distance of 174.10 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for an angle point;

North 11 degrees, 40 minutes, 35 seconds East, a distance of 59.42 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner in the said south line of Plano Parkway, said point being the northeast corner of said Lot 2;

THENCE, in a southeasterly direction along the said south line of Plano Parkway, the following three (3) calls:

South 78 degrees, 19 minutes, 25 seconds East, a distance of 94.48 feet to a 3-inch aluminum disk stamped "PACHECO KOCH" found for an angle point;

South 71 degrees, 43 minutes, 32 seconds East, a distance of 127.36 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for an angle point;

South 78 degrees, 11 minutes, 40 seconds East, a distance of 174.58 feet to a 5/8-inch iron rod with "LTRA" cap found at the north end of said corner clip at the intersection of the said south line of Plano Parkway and the said east line of North Star Road;

THENCE, South 38 degrees, 16 minutes, 05 seconds East, along said corner clip, a distance of 56.25 feet to the POINT OF BEGINNING;

CONTAINING, 364,049 square feet or 8.357 acres of land, more or less.



**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:		09/10/12		
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 agreement by and between the City of Plano, Texas, Winzer Corporation, a Texas corporation, and WR Plano Parkway, LLC, a Georgia limited liability company, providing for real and business personal property tax abatement; and authorizing its execution by the City Manager or his authorized designee; 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:	2011-12	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.				
SUMMARY OF ITEM				
This relates to Winzer Corporation and WR Plano Parkway, LLC request for tax abatement on Reinvestment Zone131 and the creation of the zone at 4060 E. Plano Parkway.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				
Tax Abatement Agreement				

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas, Winzer Corporation, a Texas corporation, and WR Plano Parkway, LLC, a Georgia limited liability company, providing for real and business personal property tax abatement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Tax Abatement Agreement by and between the City of Plano, Texas, Winzer Corporation, a Texas corporation, and WR Plano Parkway, LLC, a Georgia 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 authorized 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:

Section I. The terms and conditions of the Agreement having been reviewed by the City Council of the City of Plano, Texas, 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 authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED this the 10th day of September, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS)
)
COUNTY OF COLLIN)

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (this “Agreement”) is entered into by and between the City of Plano, Texas, a home-rule municipal corporation of Collin and Denton Counties, Texas, duly acting herein by and through its City Manager, hereinafter referred to as “City”; Winzer Corporation, a Texas corporation, duly acting by and through its authorized representative, hereinafter referred to as “Tenant”; and WR Plano Parkway, LLC, a Georgia limited liability company, duly acting by and through its authorized representative, hereinafter referred to as “Owner.”

WITNESSETH:

WHEREAS, on the 10th day of September, 2012, the City Council of the City of Plano, Texas, passed Ordinance No. 2012- - establishing Reinvestment Zone No. 131, for commercial/industrial tax abatement, hereinafter referred to as the “Ordinance,” as authorized by V.T.C.A. Tax Code, Chapter 312.001, et seq., cited as the Property Redevelopment and Tax Abatement Act, hereinafter referred to as “Act”; and

WHEREAS, the City has adopted a policy statement for Tax Abatement by Resolution No. 2012-1-6(R) stating that it elects to be eligible to participate in tax abatement (the “Policy Statement”); and

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

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

WHEREAS, the contemplated use of the Real Property, as hereinafter defined, and the other terms hereof are consistent with encouraging development of said Reinvestment Zone No. 131 in accordance with the purposes for its creation and are in compliance with the intent of the Policy Statement and the Ordinance and similar guidelines and criteria adopted by the City and all applicable law.

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

1. Owner’s Real Property subject to this Agreement is described by metes and bounds in **EXHIBIT “A”** (the “Real Property”) attached hereto and made a part hereof.
2. The tangible personal property subject to this Agreement shall be personal property, excluding inventory and supplies, used within Reinvestment Zone No. 131, which shall be hereinafter referred to as the “Personalty.” The Personalty is to have an assessed taxable value as

determined by the Collin County Appraisal District of not less than Four Million Dollars (\$4,000,000.00) on the Real Property by December 31, 2013, and is or will be owned by Tenant.

3. Tenant shall maintain the taxing situs of the Personalty on the Real Property and may not relocate the taxing situs of the Personalty in other Reinvestment Zones in the City.

IMPROVEMENTS

4. (a) The Tenant agrees to add the Personalty required under Section 2 by July 1, 2013, unless an extension as a result of an Event of Force Majeure is approved by the City in writing.

(b) By December 31, 2013, the Owner or Tenant shall make or cause to be made improvements to the Real Property consisting of a new building that is at least 100,000 gross square feet for office and warehouse space with an assessed taxable value of not less than Four Million, Four Hundred Thousand Dollars (\$4,400,000.00) for **new improvements added** to the Real Property between the dates of June 1, 2012 through June 30, 2013, as determined by the Collin County Central Appraisal District. The Real Property abatement for the new improvements shall begin in the January 1, 2014 tax year pursuant to Section 11(a) herein unless an extension as a result of an Event of Force Majeure has been approved by the City in writing. The abatement shall not include any existing Real Property taxable value assessed on the property as of June 1, 2012.

(c) In the Event of a Force Majeure "Event" the affected party shall notify the City in writing not less than sixty (60) days of the onset of the Event with supporting documentation, the anticipated duration and the actions that the party will take to alleviate the Event. The City Manager shall consider such request and may grant an extension of time to complete the obligations; such extension shall not be unreasonably withheld. If the Event results in a delay of meeting the required improvement value, the party requesting the extension agrees that in the following year the minimum required taxable value of the improvements and/or Personalty shall be met.

(d) The term "Event of Force Majeure" means 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, shortages or unavailability of materials or labor, or work stoppages any of which event(s) directly impact the Owner or Tenant at the Real Property. The term shall not include a downturn in the economy.

DEFAULT

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

(a) Tenant allows its personal property taxes or Owner allows its Real Property improvement taxes owed the City to become delinquent and fails to either (1) timely and properly

follow the legal procedures for protest and/or contest of any such ad valorem taxes, or (2) cure such delinquency within thirty (30) days of receipt of notice of such delinquency; or

(b) Owner or Tenant fails to construct the improvements required in Section 4(b); or

(c) (i) In the first year of the abatement period for the Personalty, the assessed taxable value is less than the minimum amount set forth in Section 2; or

(ii) At any time during the Agreement, the Personalty is removed from the Real Property and the result is the taxable appraised value of the Personalty is below the minimum amount set forth in Section 2; or

(d) At any time during the Agreement, the assessed taxable value of the Real Property improvements is less than the minimum amount set forth in Section 4(b) as a result of the Owner's protest; or

(e) (i) Tenant or Owner or Owner's duly authorized representative fails to provide the annual certification as required in Section 9 below; or

(ii) Tenant or Owner fails to comply with the Assignment provision in Section 10; or

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

6. In the event that the Tenant or Owner defaults under Section 5(b) of this Agreement, the City shall give all parties written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated as to all parties except any damages as specified below shall survive the termination of this Agreement. In the event of a default under Section 5(a) (c) (d) (e) or (f) above, the City shall give the defaulting party written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated as to the defaulting party except any damages as specified below shall survive the termination of this Agreement. Notice shall be in writing as provided below. The City Manager is authorized on behalf of the City to send notice of default and to terminate the Agreement for any default that is not cured.

7. Upon the occurrence of an event of default under Section 5(a) (b) or (f) above and that remains uncured, all taxes, including previously abated taxes which would have been paid to the City by the defaulting party, without the benefit of this Agreement, shall become due and owing to the City from the defaulting party, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07 and Texas Government Code Chapter 2264.

Upon the occurrence of an event of default under Section 5(c) (d) or (e) above and that remains uncured, at the City's sole option, it may require all or a portion of all previously abated taxes which would have been paid to the City by the defaulting party without the benefit of this Agreement to become due and owing to the City from the defaulting party, which shall be Tenant, not Owner, with respect to Section 5(c), together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07. City shall exercise such option within ninety (90) days of notice of default.

EFFECT OF TERMINATION/SURVIVAL OF OBLIGATIONS

8. 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.

ANNUAL CERTIFICATION

9. Beginning November 1, 2014, and on or before the 1st day of November of each calendar year thereafter during the Term (as defined below) of this Agreement, the Tenant and Owner, or their successors or assigns, must each provide annual certification (substantially in the form attached as **EXHIBIT "B"** hereto) to the City certifying compliance with each applicable term of the Agreement. Owner and Tenant hereby grant to the other, the limited power of attorney for the term of this Agreement for the limited purpose of making its annual certification on behalf of the other party if the applicable party fails to do so.

ASSIGNMENT

10. If either Tenant or Owner wishes to assign its rights and duties under this Agreement, it must comply with the following provisions. A failure to comply is an event of default and all remedies may apply including but not limited to a suspension of the abatement for the year(s) for which non-compliance occurred.

(a) City Consent Required. Except as permitted by (b) below, this Agreement may not be assigned without the express written consent of the City. The assignment agreement must be furnished in a form acceptable to the City and be provided at least sixty (60) days prior to the effective assignment date for the City Council review and approval.

(b) Exceptions to City Consent. Tenant or Owner may assign this Agreement without obtaining the City's consent:

- (i) To a wholly owned affiliate of Tenant or Owner; or
 - (ii) Any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety percent (90%) of the assets of the Tenant or Owner; or
 - (iii) Upon the sale of the Real Property by Owner.
- (c) Prior to the effective date of the assignment or sale under (a) or (b) above, the assigning party agrees to have the assignee or successor execute an agreement with the City to be bound to all the terms and conditions of this Agreement, without exception, and the assignee or successor shall be responsible for any default(s) of the assignee or seller that occurred prior to or after the effective date of the assignment.

ABATEMENT PROVISIONS

11. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City, a portion of ad valorem personal property taxes and Real Property improvement taxes belonging to Tenant and Owner located on the Real Property otherwise owed to the City shall be abated as follows:

(a) (i) The tax abatement as to Real Property improvements, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2014 through December 31, 2023.

(ii) The tax abatement as to Personalty, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2014 through December 31, 2023.

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty percent (50%) of the taxable value of the Personalty and Real Property improvements for the tax years set forth above.

(c) The Tenant or Owner shall have the right to protest and/or contest any assessment of the Personalty or Real Property improvements where such assessment is above the minimum amount required to be maintained under Sections 2 and 4 of this Agreement. The abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Notwithstanding the above, it shall be a breach of this Agreement if assessed values fall below those required in Sections 2 and 4 as a result of a Tenant or Owner filed protest and/or contest, or the removal of Personalty from the Real Property.

NOTICE

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

For City by notice to:

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

With copy to:

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

For Tenant by notice before relocation to:

Winzer Corporation
Attention: Mr. John P. Carney
President
10560 Markison Rd.
Dallas, TX 75238

For Tenant by notice after relocation to:

Winzer Corporation
Attention: Mr. John P. Carney
President
4060 E. Plano Parkway
Plano, TX 75074

For Owner by notice to:

WR Plano Parkway, LLC
Attention: Mr. Bob Rice, Partner
3030 LBJ Freeway, Suite 1390
Dallas, TX 75234

With copy to:

DLA Piper, LLP (US)
Attention: Mr. Craig B. Anderson
1717 Main Street, Suite 4600
Dallas, TX 75201

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

MISCELLANEOUS PROVISIONS

13. During the term of the Agreement, the Tenant and Owner further agree that the City, its agents and employees, shall have reasonable right (with no less than five (5) business days prior written notice to Owner) to access the Real Property during regular business hours to inspect the Personalty and Real Property improvements in order to insure that the location of the Personalty and Real Property improvements are in accordance with this Agreement and all applicable federal, state, and local laws and regulations.

14. It is understood and agreed between the parties that the Tenant and Owner, in performing their respective obligations hereunder, are acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties and Tenant and Owner agree to indemnify and hold harmless City from any and all claims, suits, and causes of actions, including reasonable attorneys' fees, of any nature whatsoever arising out of their respective defaults of their obligations hereunder.

15. Based upon the certification provided by Owner and Tenant, the City represents that the Real Property is not owned by any member of the City Council of the City of Plano or by any member of the Planning and Zoning Commission.

16. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 10th day of September, 2012, authorizing the City Manager to execute the Agreement on behalf of the City.

17. This Agreement was entered into by Tenant and Owner pursuant to their duly authorized representatives.

18. This instrument shall constitute a valid and binding agreement between the City, the Tenant and the Owner when executed in accordance herewith.

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

20. This Agreement is performable in Collin County, Texas.

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: _____

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

TENANT
Winzer Corporation, a Texas corporation

Title: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

OWNER
WR Plano Parkway, LLC,
a Georgia limited liability company

Title: _____

By: Weeks Robinson Industrial Fund I,
LP, its manager

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

DESCRIPTION, of an 8.357 acre tract of land situated in the J. T. McCullough Survey, Abstract No. 633, Collin County, Texas; said tract being all of Lot 1, Block A, Plano Distribution Center, an addition to the City of Plano, Texas according to the plat recorded in Volume 2012, Page 221 of the Official Public Records of Collin County, Texas and being part of that tract of land described in Special Warranty Deeds to Plano Distribution Center, LTD recorded in Instrument No. 2000-0120111 and 2001-0066343 of said Official Public Records; said 8.357 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with "PIBURN PARTNERS" cap found at the south end of a right-of-way corner clip at the intersection of the west right-of-way line of North Star Road (a variable width right-of-way) and the south right-of-way line of Plano Parkway (a variable width right-of-way);

THENCE, in a southerly direction along the said west line of North Star Road the following two (2) calls:

South 02 degrees, 04 minutes, 06 seconds West, a distance of 278.28 feet to a 1/2-inch iron rod with "PIBURN PARTNERS" cap found at the beginning of a tangent curve to the left;

Along said curve to the left, having a central angle of 16 degrees, 55 minutes, 18 seconds, a radius of 1,055.00 feet, a chord bearing and distance of South 06 degrees, 23 minutes, 40 seconds East, 310.45 feet, an arc distance of 311.58 feet to a 3-inch aluminum disk stamped with "PACHECO KOCH" found; said point being the northeast corner of a tract of land described in Quitclaim Deed to Flextronics International USA, Inc. recorded in Instrument No. 2001-0066342 of said Official Public Records;

THENCE, in a westerly direction, departing the said west line of North Star Road and along the north line of said Flextronics tract, the following two (2) calls:

North 88 degrees, 55 minutes, 16 seconds West, a distance of 311.69 feet to a 60D nail in 1"x1" iron bar found for an angle point;

North 88 degrees, 31 minutes, 18 seconds West, a distance of 282.17 feet to a point for corner (unable to set), said point being the southeast corner of Lot 2, Block A, of said Plano Distribution Center;

THENCE, departing the said north line of the Flextronics tract, and along the east line of said Lot 2 the following three (3) calls;

North 01 degrees, 23 minutes, 14 seconds East, a distance of 533.25 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner,

North 45 degrees, 54 minutes, 49 seconds East, a distance of 174.10 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for an angle point;

North 11 degrees, 40 minutes, 35 seconds East, a distance of 59.42 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner in the said south line of Plano Parkway, said point being the northeast corner of said Lot 2;

THENCE, in a southeasterly direction along the said south line of Plano Parkway, the following three (3) calls:

South 78 degrees, 19 minutes, 25 seconds East, a distance of 94.48 feet to a 3-inch aluminum disk stamped "PACHECO KOCH" found for an angle point;

South 71 degrees, 43 minutes, 32 seconds East, a distance of 127.36 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for an angle point;

South 78 degrees, 11 minutes, 40 seconds East, a distance of 174.58 feet to a 5/8-inch iron rod with "LTRA" cap found at the north end of said corner clip at the intersection of the said south line of Plano Parkway and the said east line of North Star Road;

THENCE, South 38 degrees, 16 minutes, 05 seconds East, along said corner clip, a distance of 56.25 feet to the POINT OF BEGINNING;

CONTAINING, 364,049 square feet or 8.357 acres of land, more or less.

**EXHIBIT “B”
CERTIFICATION FORM**

[DATE]

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

RE: Certification Form – Reinvestment Zone No. 131
Tax Abatement Agreement (the “Agreement”) between Winzer Corporation (“Tenant”),
WR Plano Parkway, LLC (“Owner”) and the City of Plano.

This letter certifies that Tenant and Owner are in compliance with each applicable term as set forth in the Agreement. This form is due on November 1 of each year beginning in 2014 and with the last certification due in the year 2023. [Tenant/Owner] makes this certification on behalf of [Owner/Tenant] pursuant to its power of attorney in Section 9 of the Agreement.

Winzer Corporation, a Texas corporation,
as Tenant and on behalf of WR Plano
Parkway, LLC, a Georgia limited liability
company as Owner

or
WR Plano Parkway, LLC, a Georgia limited
liability company as Owner and on behalf of
Winzer Corporation, a Texas corporation, as
Tenant

By: _____
Name: _____
Title: _____
Company: _____

DATE: August 21, 2012
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of August 20, 2012

**AGENDA ITEM NO. 6 - PUBLIC HEARING
ZONING CASE 2012-12
APPLICANT: RACETRAC**

Request to amend Planned Development-374-Retail on 6.9± acres located at the northeast corner of Plano Parkway and Independence Parkway to modify the development standards of the district including amending or repealing the limitation on the hours of operation. Zoned Planned Development-374-Retail/190 Tollway/Plano Parkway Overlay District. Tabled March 19, 2012, April 16, 2012, and July 16, 2012.

APPROVED: 5-2 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 2 **OPPOSE:** 11

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: (Proposed additions are indicated by underlined text; deletions are indicated by strikethrough text.)

Restrictions:

1. Maximum Square Footage: 118,701 square feet of building area
2. Maximum Retail: 100% - Neighborhood Support Retail.
In addition to those uses permitted in the Retail districts, the following uses shall be permitted:
 - Office - showroom/warehouse
 - Office - technical
 - Scientific and research labs
3. Truck docks for these uses shall be located at grade level.
4. Maximum Floor Area Ratio: 0.5:1
5. Maximum Floor Area Ratio on any Given Lot: 0.75:1
6. Maximum Lot Coverage: 40% (inclusive of parking structures)

7. Maximum Building Height: 2 story (36 feet) - all heights shall include mechanical/penthouse
8. Maximum Parking Structure Height: 2 levels above grade (20 feet)
9. Setback Requirements: 50 feet from north property line and 50 feet from Plano Pkwy.

The zoning granted above is granted subject to the following additional stipulations:

1. Regulatory provisions of the Zoning Ordinance pertaining to additional setbacks from residential zoning districts (Sections 3.500, 3.600, and 3.700) shall apply to this tract.
2. A study of Plano Pkwy., from Jupiter Rd. to Preston Rd., shall be conducted by the city to evaluate standards and plans for driveway spacing, median breaks, acceleration/deceleration lanes, signalization, and intersection design. The objective of the study is to enhance the parkway's capacity without adding additional through lanes. The cost of the study shall be borne by the petitioners for zoning. The closing of Longworth Dr. north of Plano Pkwy. shall be a major consideration in the Plano Parkway Study.
3. All landscape areas required by the Design Guidelines (referenced after PD-393-R/O-2) shall be irrigated by an underground, automatic sprinkler system.
4. All subsequently approved preliminary site plans and site plans for this tract shall conform to the Design Guidelines for the Plano Pkwy./S.H. 190 Corridor as adopted by the City Council and as placed by the owner as Restrictive Covenants on the tract binding both the current and future owners to such guidelines.
5. This tract shall be deed restricted to limit the hours of operation to ~~47~~ 19 total hours, preferably ~~41:00 p.m.~~ with 12:00 a.m. to 5:00 a.m. being the closing closed hours.
6. No access to any tract shall be gained from the existing alley or alleys serving the residential area.
7. Truck docks and trash containers shall be to the interior of constructed buildings and at grade.
8. There will be no dedicated street adjacent and parallel to the residential district.
9. Parking structures shall be screened from view of the residential district through the use of natural screens.
10. Sodium vapor lights shall not be used for parking lots and other exterior lighting. All lighting shall meet the requirements of the Plano Lighting Ordinance.

Refer to Design Guidelines after PD-393-R/O-2 for additional stipulations.

The Commissioner's voting in opposition wanted to leave the current restrictions in place with no modifications.

FOR CITY COUNCIL MEETING OF: September 10, 2012 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/sf

xc: Anita James, Racetrac Petroleum
Tommy Mann, Winstead PC

MEMO

August 31, 2012

TO: Mr. Bruce D. Glasscock, City Manager
Mr. Frank F. Turner, Deputy City Manager

FROM: Mr. Eric Hill, Senior Planner

RE: Zoning Case 2012-12

The applicant has requested that Zoning Case 2012-12 be tabled to the City Council's meeting on September 24, 2012 (see attached letter). Staff recommends that Council accept the applicant's request to table.

However, should the Council decide to move forward with consideration of this zoning case, the applicant does not accept the Planning & Zoning Commission's recommendation and requests that the hours of operation limitation be removed as requested in their original zoning petition. Therefore, pursuant to Subsection 6.108 of Section 6.100 (Procedural Steps of Zoning Petitions and Amendments) of Article 6 (Procedures and Administration) of the Zoning Ordinance, a 3/4 majority vote, or 6 out of the 8 Council members is required to completely remove the restriction on the hours of operation.

Phyllis Jarrell, Director of Planning and Tina Firgens, Planning Manager will be present at the City Council meeting to address any questions regarding this item.

August 30, 2012

5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270

214.745.5400 OFFICE
214.745.5390 FAX
winstead.com

direct dial: 214.745.5724
tmann@winstead.com

Eric Hill
Planning & Zoning Department
City of Plano
1520 Ave. K, Ste. 250
Plano, Texas 75074

Re: Zoning Case 2012-12 (Racetrac at Independence and Plano Parkway)

Dear Eric:

It is our understanding that the entire city council will not be present for our hearing scheduled for September 10th. In light of this fact and the potential importance of it on the vote, we respectfully request that our case be tabled until September 24th.

Should you have any questions please contact me.

Sincerely,



Tommy Mann

DALLAS_1 5916858v1

CITY OF PLANO
PLANNING & ZONING COMMISSION

August 20, 2012

Agenda Item No. 6

Public Hearing: Zoning Case 2012-12

Applicant: RaceTrac

DESCRIPTION:

Request to amend Planned Development-374-Retail on 6.9± acres located at the northeast corner of Plano Parkway and Independence Parkway to modify the development standards of the district including amending or repealing the limitation on the hours of operation. Zoned Planned Development-374-Retail/190 Tollway/Plano Parkway Overlay District. Tabled March 19, 2012, April 16, 2012, and July 16, 2012.

REMARKS:

This item was tabled at the July 16, 2012 Planning & Zoning Commission meeting. It must be removed from the table.

The applicant is requesting to amend Planned Development-374-Retail (PD-374-R) in order to remove a stipulation limiting the hours of operation. The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling and warehousing. A planned development district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions.

PD-374-R was initially approved by City Council in 1987, along with several other similar PDs in the Plano Parkway corridor. The stipulations of PD-374-R limit the maximum allowable square footage, floor area ratio (FAR), as well as other area, yard, and bulk requirements. The PD also has stipulations regarding landscaping, lighting, truck dock and trash enclosure construction, and other standards specific to the Plano Parkway corridor.

The purpose of this zoning request is to amend the PD to remove a stipulation limiting the hours of operation. Currently, the PD specifies that "this tract shall be deed restricted to limit the hours of operation to 17 total hours, preferably 11:00 p.m. to be the

closing hour.” The applicant owns and operates an existing convenience store with gas pumps facility at this location and would like to operate the store 24 hours a day.

When this PD was created, the surrounding homeowners were concerned about 24 hour operations occurring at this location; therefore, the applicant proposed a PD stipulation deed restricting the hours of operation. The city does not typically impose or enforce deed restrictions, nor does it limit the hours of operation for businesses. Instead, Plano has adopted ordinances which limit noise and lighting, and applies other performance standards. It is the intent of these ordinances to allow businesses to operate 24 hours a day, if preferred, while providing adequate development standards and safeguards important to the welfare and protection of adjacent properties. Although it was never filed, there is an existing deed restriction which meets the intent of the current PD stipulation. The city is not a party to the deed restriction and does not monitor or enforce it.

Additionally, Section 3.1500 (Residential Adjacency Standards) of Article 3 (Supplementary Regulations) of the Zoning Ordinance contains residential adjacency standards which prohibit fuel dispensing facilities from locating within 150 feet of residential zoning districts. The purpose of the residential adjacency standards is to preserve the integrity, enjoyment and property values of residential neighborhoods from uses that may impact the neighborhoods. This setback, along with the performance standard ordinances, protects nearby residential neighborhoods as well as commercial properties from businesses whose operations may impact nearby properties. Staff believes that the language included in this PD is not necessary due to these existing ordinances, and is therefore in support of removing the limitation regarding hours of operations.

Surrounding Land Uses and Zoning

The area of the request is partially developed as a convenience store with gas pumps on the northeast corner of Plano Parkway and Independence Parkway, and vacant properties further to the north and east. The property to the north and east of the PD is zoned Single-Family Residence-9 (SF-9) and is developed as existing residences. There is also an existing office building to the east, zoned Planned Development-375-Retail/General Office (PD-375-R/O-2). To the south, across Plano Parkway, is an existing independent living facility and vacant land, zoned Planned Development-382-Retail/General Office (PD-382-R/O-2). To the west, across Independence Parkway, the property is vacant and zoned Planned Development-373-Retail/General Office (PD-373-R/O-2).

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Low Intensity Office (LIO). Low Intensity Office includes a variety of employment uses which serve local needs and heights are typically less than four stories with FAR's less than 0.4:1. This request is in conformance with the Future Land Use Plan.

Adequacy of Public Facilities - Adequate water and sanitary sewer services are available via extensions from existing lines along Plano Parkway and Independence Parkway.

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

SUMMARY:

The applicant is requesting to amend PD-374-R in order to remove a stipulation limiting the hours of operation. The city does not typically enforce or monitor deed restrictions, nor does it limit the hours of operation for businesses. Due to existing residential adjacency and performance standard regulations, staff believes that this PD restriction is no longer necessary. Staff supports the PD amendment as requested.

RECOMMENDATION:

Recommended for approval as follows:

Proposed additions are indicated by underlined text; deletions are indicated by strikethrough text.

Restrictions:

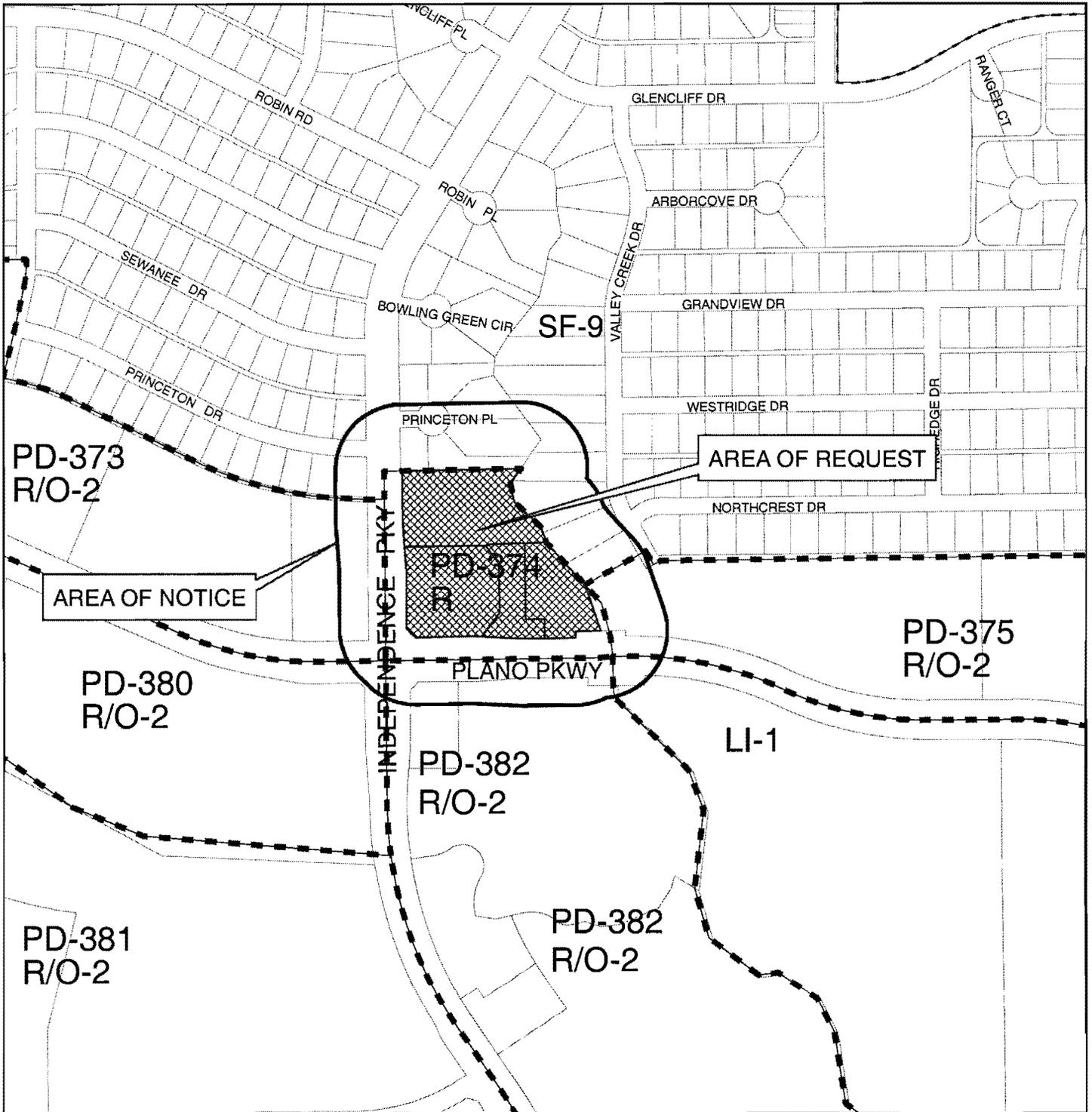
1. Maximum Square Footage: 118,701 square feet of building area
2. Maximum Retail: 100% - Neighborhood Support Retail.
In addition to those uses permitted in the Retail districts, the following uses shall be permitted:
 - Office - showroom/warehouse
 - Office - technical
 - Scientific and research labs
3. Truck docks for these uses shall be located at grade level.
4. Maximum Floor Area Ratio: 0.5:1
5. Maximum Floor Area Ratio on any Given Lot: 0.75:1
6. Maximum Lot Coverage: 40% (inclusive of parking structures)
7. Maximum Building Height: 2 story (36 feet) - all heights shall include mechanical/penthouse
8. Maximum Parking Structure Height: 2 levels above grade (20 feet)
9. Setback Requirements: 50 feet from north property line and 50 feet from Plano Pkwy.

The zoning granted above is granted subject to the following additional stipulations:

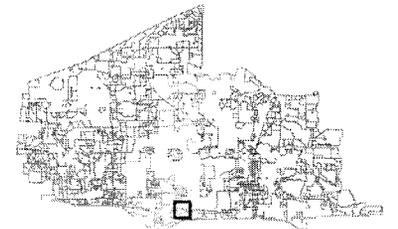
1. Regulatory provisions of the Zoning Ordinance pertaining to additional setbacks from residential zoning districts (Sections 3.500, 3.600, and 3.700) shall apply to this tract.

2. A study of Plano Pkwy., from Jupiter Rd. to Preston Rd., shall be conducted by the city to evaluate standards and plans for driveway spacing, median breaks, acceleration/deceleration lanes, signalization, and intersection design. The objective of the study is to enhance the parkway's capacity without adding additional through lanes. The cost of the study shall be borne by the petitioners for zoning. The closing of Longworth Dr. north of Plano Pkwy. shall be a major consideration in the Plano Parkway Study.
3. All landscape areas required by the Design Guidelines (referenced after PD-393-R/O-2) shall be irrigated by an underground, automatic sprinkler system.
4. All subsequently approved preliminary site plans and site plans for this tract shall conform to the Design Guidelines for the Plano Pkwy./S.H. 190 Corridor as adopted by the City Council and as placed by the owner as Restrictive Covenants on the tract binding both the current and future owners to such guidelines.
- ~~5. This tract shall be deed restricted to limit the hours of operation to 17 total hours, preferably 11:00 p.m. to be the closing hour.~~
- ~~6.~~ 5. No access to any tract shall be gained from the existing alley or alleys serving the residential area.
- ~~7.~~ 6. Truck docks and trash containers shall be to the interior of constructed buildings and at grade.
- ~~8.~~ 7. There will be no dedicated street adjacent and parallel to the residential district.
- ~~9.~~ 8. Parking structures shall be screened from view of the residential district through the use of natural screens.
- ~~10.~~ 9. Sodium vapor lights shall not be used for parking lots and other exterior lighting. All lighting shall meet the requirements of the Plano Lighting Ordinance.

Refer to Design Guidelines after PD-393-R/O-2 for additional stipulations.



Zoning Case #: 2012-12



Existing Zoning: PLANNED DEVELOPMENT-374-RETAIL/
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT



○ 200' Notification Buffer



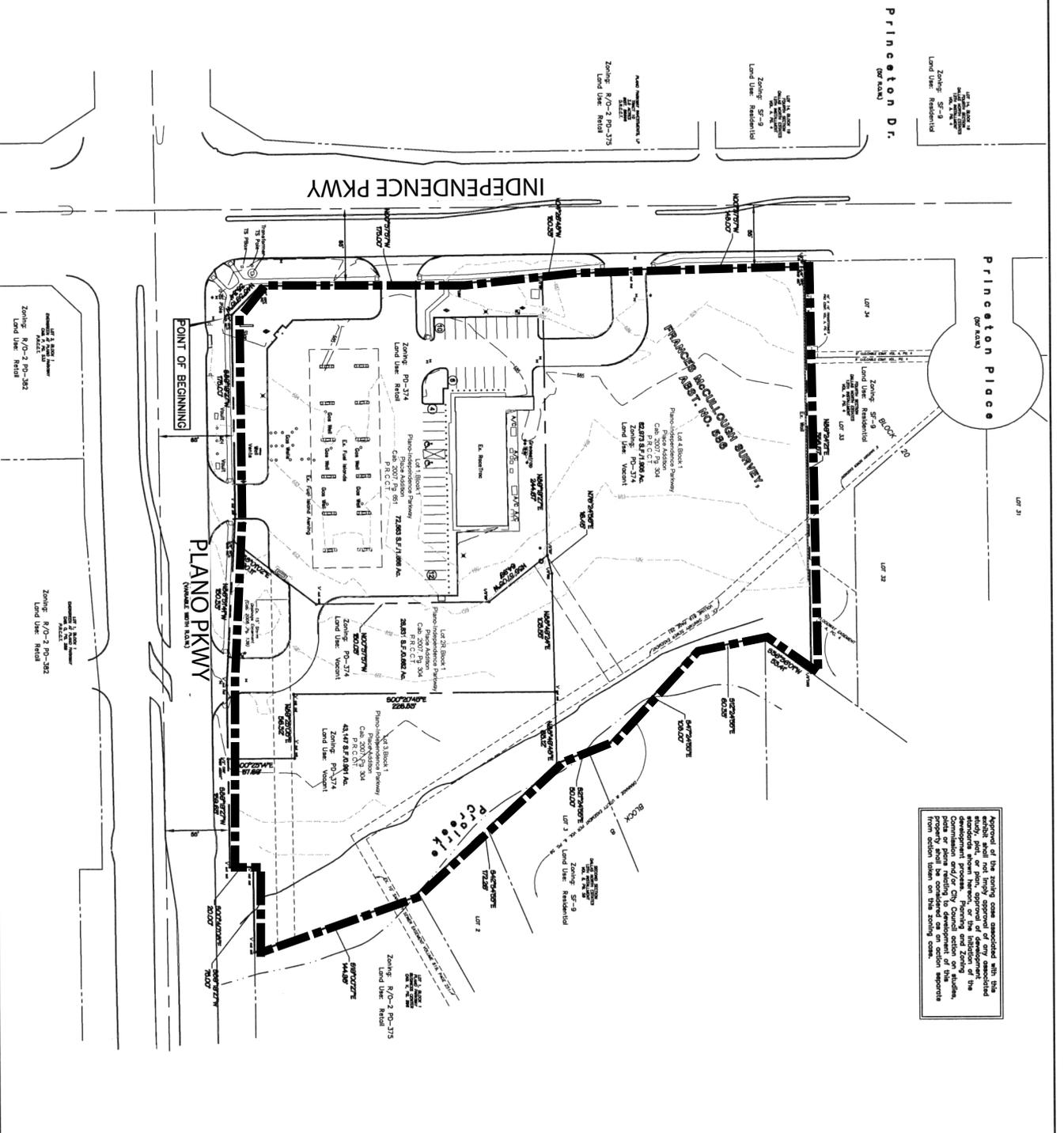
Area of Request

Des Saver-4/10/2012 X:\Dept\P&Z Locators & Graphics\2012-12A.mxd

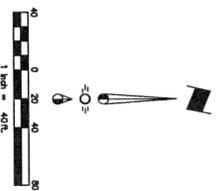


Source: City of Plano, Planning Dept.
Date: August, 2012

Zoning Case 2012-12



Approval of the zoning case associated with this exhibit, plan or form, or approval of development standards shown hereon, or the initiation of the Commission and/or City Council action on matters, plans or plans pending to development of this project shall not constitute an approval of the project from action taken on this zoning case.



ZONING CASE 2012-12
 LOTS 1, 2R, 3 & 4, BLOCK 1 - 6.9 Acres
 situated in the
FRANCES MCCULLOUGH SURVEY ~ ABSTRACT 588
PLANO, COLLIN COUNTY, TEXAS

ABSTRACT
 3225 Ricecrest Blvd.
 Atlanta, GA 30339
 Telephone (770) 431-7950
 Contact: Anita James

ENGINEER/SURVEYOR
 Sporn Engineering, Inc.
 785 Custer Road, Suite 100
 Plano, TX 75075
 Telephone (972) 452-0077
 Contact: Kevin War

Scale: 1"=40' November, 2011

Zoning Case 2012-12

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-374-Retail on 6.9± acres of land out of the Frances McCullough Survey, Abstract No. 586, located at the northeast corner of Plano Parkway and Independence Parkway, in the City of Plano, Collin County, Texas, to modify the development standards of the district including amending or repealing the limitation on the hours of operation; 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 10th day of September, 2012, for the purpose of considering amending Planned Development-374-Retail on 6.9± acres of land out of the Frances McCullough Survey, Abstract No. 586, located at the northeast corner of Plano Parkway and Independence Parkway, in the City of Plano, Collin County, Texas, to modify the development standards of the district including amending or repealing the limitation on the hours of operation; 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 10th day of September, 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-374-Retail on 6.9± acres of land out of the Frances McCullough

Survey, Abstract No. 586, located at the northeast corner of Plano Parkway and Independence Parkway, in the City of Plano, Collin County, Texas, to modify the development standards of the district including amending or repealing the limitation on the hours of operation, said property being described in the legal description on Exhibit "A" attached hereto.

Section II. The change granted in Section I is granted subject to the following:

Restrictions:

1. Maximum Square Footage: 118,701 square feet of building area
2. Maximum Retail: 100% - Neighborhood Support Retail.
In addition to those uses permitted in the Retail districts, the following uses shall be permitted:
 - Office - showroom/warehouse
 - Office - technical
 - Scientific and research labs
3. Truck docks for these uses shall be located at grade level.
4. Maximum Floor Area Ratio: 0.5:1
5. Maximum Floor Area Ratio on any Given Lot: 0.75:1
6. Maximum Lot Coverage: 40% (inclusive of parking structures)
7. Maximum Building Height: 2 story (36 feet) - all heights shall include mechanical/penthouse
8. Maximum Parking Structure Height: 2 levels above grade (20 feet)
9. Setback Requirements: 50 feet from north property line and 50 feet from Plano Pkwy.

The zoning granted above is granted subject to the following additional stipulations:

1. Regulatory provisions of the Zoning Ordinance pertaining to additional setbacks from residential zoning districts (Sections 3.500, 3.600, and 3.700) shall apply to this tract.
2. A study of Plano Pkwy., from Jupiter Rd. to Preston Rd., shall be conducted by the city to evaluate standards and plans for driveway spacing, median breaks,

acceleration/deceleration lanes, signalization, and intersection design. The objective of the study is to enhance the parkway's capacity without adding additional through lanes. The cost of the study shall be borne by the petitioners for zoning. The closing of Longworth Dr. north of Plano Pkwy. shall be a major consideration in the Plano Parkway Study.

3. All landscape areas required by the Design Guidelines (referenced after PD-393-R/O-2) shall be irrigated by an underground, automatic sprinkler system.
4. All subsequently approved preliminary site plans and site plans for this tract shall conform to the Design Guidelines for the Plano Pkwy./S.H. 190 Corridor as adopted by the City Council and as placed by the owner as Restrictive Covenants on the tract binding both the current and future owners to such guidelines.
5. This tract shall be deed restricted to limit the hours of operation to 19 total hours, preferably with 12:00 a.m. to 5:00 a.m. being the closed hours.
6. No access to any tract shall be gained from the existing alley or alleys serving the residential area.
7. Truck docks and trash containers shall be to the interior of constructed buildings and at grade.
8. There will be no dedicated street adjacent and parallel to the residential district.
9. Parking structures shall be screened from view of the residential district through the use of natural screens.
10. Sodium vapor lights shall not be used for parking lots and other exterior lighting. All lighting shall meet the requirements of the Plano Lighting Ordinance.

Refer to Design Guidelines after PD-393-R/O-2 for additional stipulation.

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 10TH DAY OF SEPTEMBER, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2012-12

BEING a tract or parcel of land situated in the City of Plano, Collin County, Texas; and being out of the Francis McCullough Survey, Abstract No. 586; and being more particularly described as follows:

BEGINNING at a point for corner at the intersection of the centerline of Plano Parkway (100 feet wide) and the centerline of Independence Parkway (100 feet wide);

THENCE North, 00° 09' 14" East, along said centerline of Independence Parkway a distance of 563.05 feet to a point for corner;

THENCE South, 89° 48' 28" East, along the southerly line of the Dallas North Estates, 12th Installment, Fourth Section, an addition to the City of Plano as recorded in Cabinet A, Page 4 of the Map Records of Collin County, Texas a distance of 411.57 feet to an iron rod for corner;

THENCE along the westerly line of the Dallas North Estates, 12th Installment, Second Section, an addition to the City of Plano as recorded in Volume 6, Page 59 of the Map Records of Collin County, Texas, the following calls:

South, 37° 23' 12" West, a distance of 53.41 feet to an iron rod for angle point;

South, 11° 37' 44" East, a distance of 60.33 feet to an iron rod for angle point;

South, 46° 37' 44" East, a distance of 108.00 feet to an iron rod for angle point;

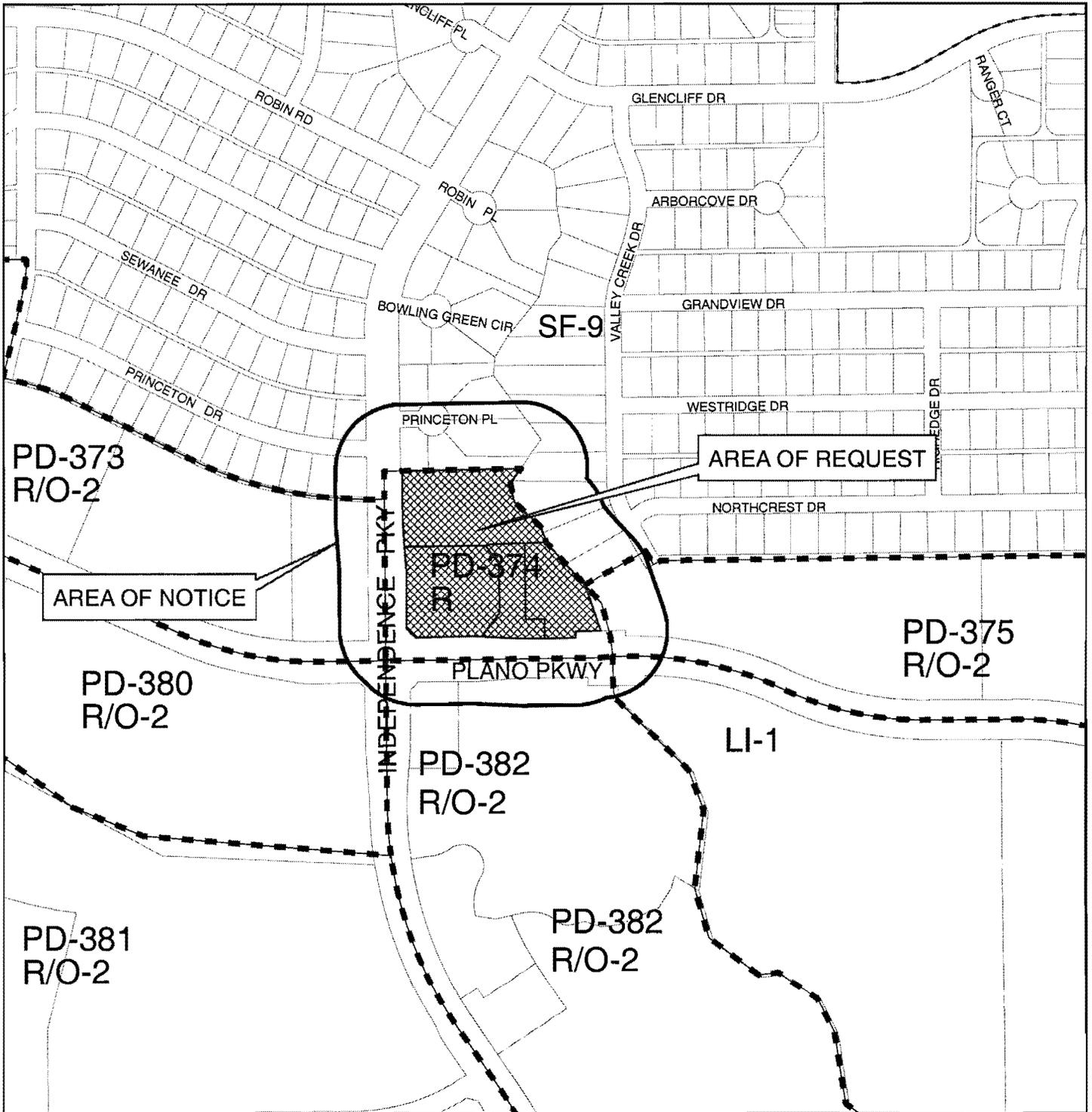
South, 20° 37' 44" East, a distance of 50.00 feet to an iron rod for angle point;

South, 42° 07' 44" East, a distance of 172.26 feet to an iron rod for corner, said rod being the southwesterly corner of said addition;

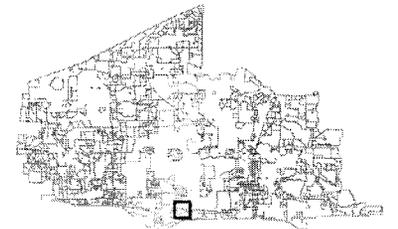
THENCE South, 18° 13' 16" East, a distance of 144.98 feet to an iron rod for corner in the northerly line of said Plano Parkway;

THENCE South 00° 06' 38" West, a distance of 75.00 feet to a point for corner in the centerline of said Plano Parkway;

THENCE North, 89° 53' 22" West, continuing along said centerline of Plano Parkway a distance of 649.68 feet to the POINT OF BEGINNING and CONTAINING 298,600 square feet or 6.8549 acres.



Zoning Case #: 2012-12



Existing Zoning: PLANNED DEVELOPMENT-374-RETAIL/
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT



○ 200' Notification Buffer

DATE: August 21, 2012
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of August 20, 2012

**AGENDA ITEM NO. 7A - PUBLIC HEARING
ZONING CASE 2012-22
APPLICANT: MARGARET E. TURNER**

Request for a Specific Use Permit for Superstore on 19.3± acres located at the southwest corner of Preston Road and Spring Creek Parkway. Zoned Planned Development-447-Retail/Multifamily Residence-2/Preston Road Overlay District.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: September 10, 2012 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/sf

xc: Margaret E Turner
Scott Caruthers, Marshall Gage LLC

CITY OF PLANO
PLANNING & ZONING COMMISSION

August 20, 2012

Agenda Item No. 7A

Public Hearing: Zoning Case 2012-22

Applicant: Margaret E. Turner

DESCRIPTION:

Request for a Specific Use Permit for Superstore on 19.3± acres located at the southwest corner of Preston Road and Spring Creek Parkway. Zoned Planned Development-447-Retail/Multifamily Residence-2/Preston Road Overlay District.

REMARKS:

The requested zoning is for a Specific Use Permit (SUP) for Superstore on a 19.3± acre undeveloped tract of land located at the southwest corner of Preston Road and Spring Creek Parkway. In 2000, City Council initially adopted the superstore use and regulations. The city amended the regulations in 2005, allowing superstores in the Retail (R) district by SUP only, in order to minimize the impact of these uses on adjacent residential neighborhoods. The Zoning Ordinance defines a superstore as any retail building for a single, primary tenant that exceeds 80,000 square feet in size. A superstore may be freestanding or may be an in-line tenant in a larger center. The square footage of a superstore shall include all primary and ancillary uses with interior access to the primary tenant space including inventory storage, automotive repair, and open storage areas. The purpose and intent of a SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established.

The subject property is zoned Planned Development-447-Retail/Multifamily Residence-2 (PD-447-R/MF-2). A planned development district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions. The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling and warehousing. The MF-2 district is intended to accommodate condominiums and apartments at a density of 18 residential units per acre providing sufficient areas for usable open space and landscaping. However, no additional multifamily uses can be

developed within this PD. The existing multifamily development to the west consumes all the multifamily development rights.

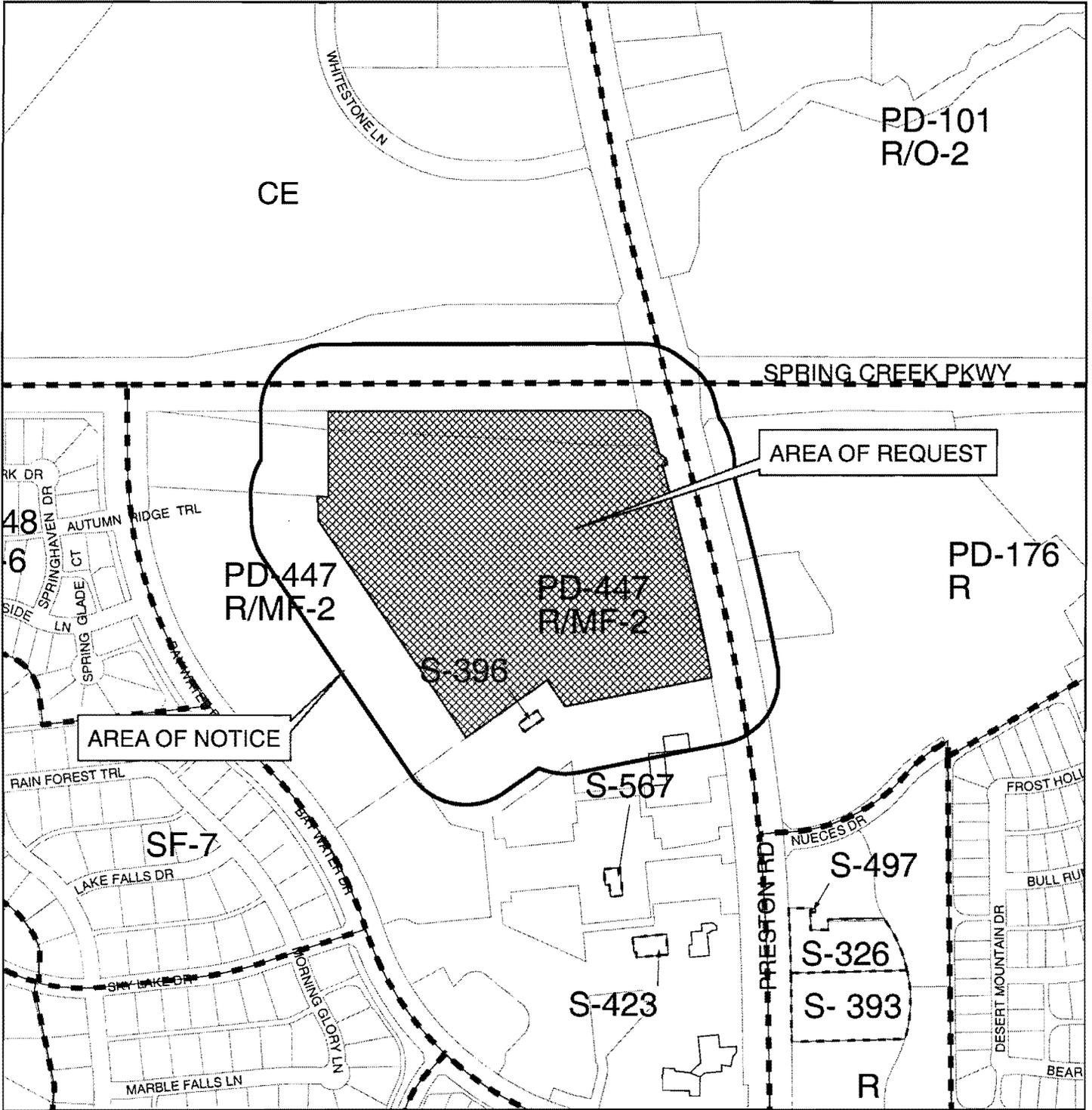
The land to the north of the subject property, across Spring Creek Parkway, is zoned Commercial Employment (CE) and is developed as multifamily residences. To the east, across Preston Road, the property is partially developed as a bank and is zoned Planned Development-176-Retail (PD-176-R). South of the subject property is an existing retail and restaurant development, and to the west are existing multifamily residences, both zoned PD-447-R/MF-2.

The companion preliminary site plan/concept plan for Turner Heritage Addition, Block 1, Lots 1, 2 and 3, is associated with this zoning request. The applicant is proposing a 103,000 square foot grocery development with a fuel center and additional future retail buildings. Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) of the Zoning Ordinance requires superstores to comply with certain development design criteria. These criteria include providing covered walkways, landscape islands, façade material and building design requirements, and loading dock orientation. In compliance with Subsection 3.113, the applicant is providing landscape islands along the front facade of the proposed superstore, and the proposed loading operations are oriented away from the adjacent multifamily development and will be screened with a fourteen foot masonry screening wall. If the SUP request is approved, the remaining criteria will be reviewed when the applicant submits a facade plan with the final site plan application.

Staff believes this is an appropriate location for a superstore. The subject property has frontage on and will derive its primary access from Spring Creek Parkway and Preston Road. The proposed superstore use is consistent with the existing mix of development within the Spring Creek Parkway and Preston Road corridors and adjacent properties.

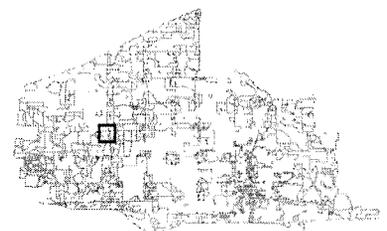
RECOMMENDATION:

Recommended for approval as submitted.



Zoning Case #: 2012-22

Existing Zoning: PLANNED DEVELOPMENT-447-RETAIL/
 MULTIFAMILY RESIDENCE-2/
 PRESTON ROAD OVERLAY DISTRICT



○ 200' Notification Buffer



SPRING CREEK PARKWAY

WHITESTONE LANE

PRESTON CANYON

Area of Request

MEADOWSIDE LANE

BAYWATER DRIVE

RAIN FOREST TRAIL

LAKE FALLS DRIVE

DOVE CREEK LANE

SKY LAKE DRIVE

MORNING GLORY LANE

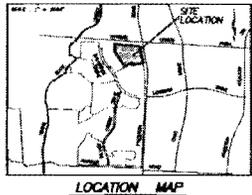
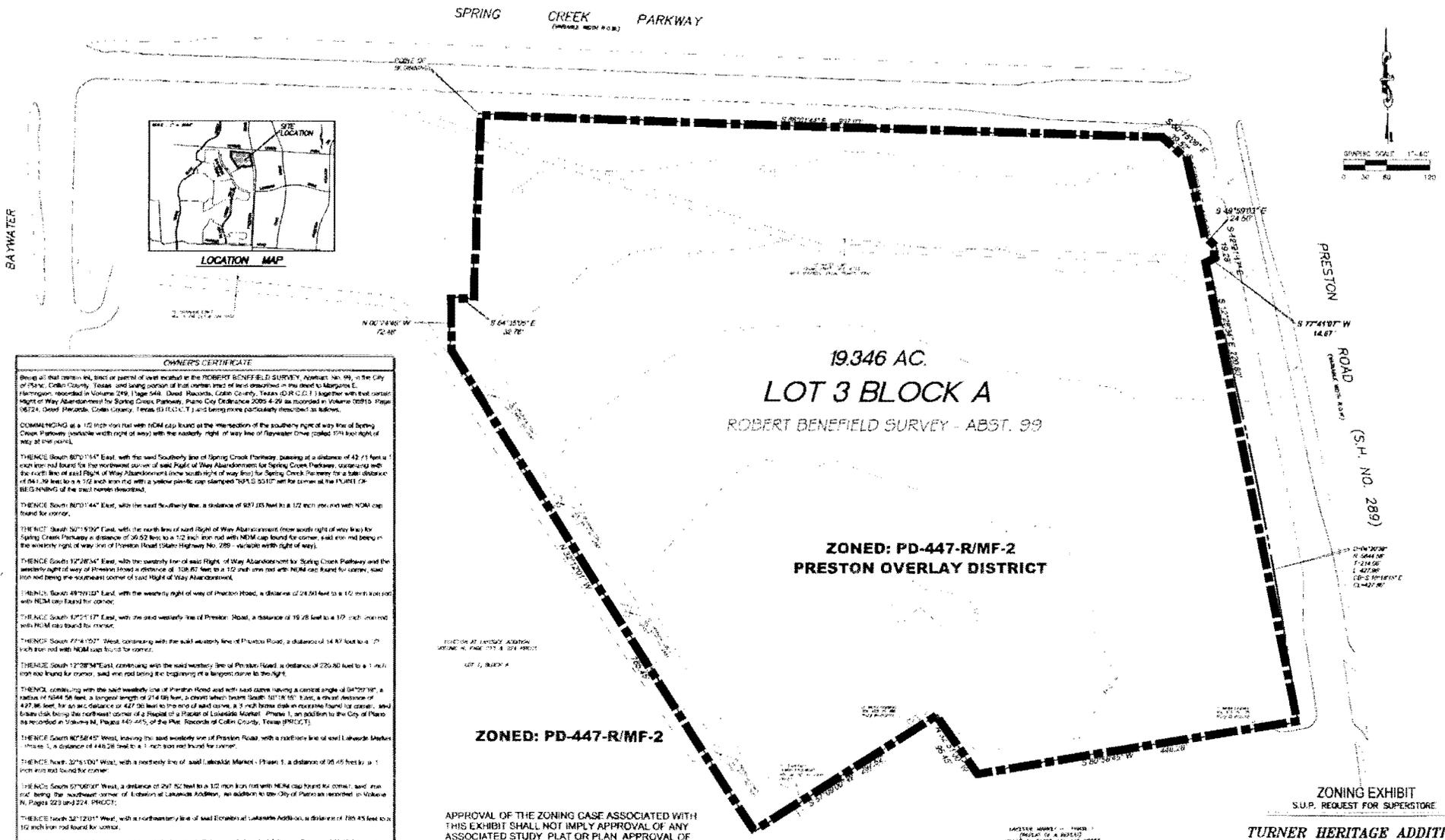
NUECES DRIVE

LORIM



Source: City of Plano, Planning Dept.
Date: August, 2012

Zoning Case 2012-22



OWNER'S CERTIFICATE

Being all that certain lot, tract or parcel of land located in the ROBERT BENEFIELD SURVEY, Abstract No. 99, in the City of PLANO, Collin County, Texas, and being portion of that corner tract of land described in the deed to Margaret E. Harrington, recorded in Volume 259, Page 549, Deed Records, Collin County, Texas (D.R. 02-1) together with that certain Right of Way Abandonment for Spring Creek Parkway, Plano City Ordinance 2005-4-29 as recorded in Volume 089D, Page 08724, Deed Records, Collin County, Texas (D.R. 02-1) and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with NDM cap found at the intersection of the southern right of way line of Spring Creek Parkway (variable width right of way) with the westerly right of way line of Preston Road (width 70 feet right of way of this parcel);

THENCE South 87°01'47" East, with the said Southern line of Spring Creek Parkway, bearing of a distance of 42.71 feet to a cast iron rod found for the northwest corner of said Right of Way Abandonment for Spring Creek Parkway, starting with the north line of said Right of Way Abandonment (the south right of way line) for Spring Creek Parkway for a total distance of 641.39 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "N.D.S. 2011" set for corner at the POINT OF BEGINNING of the tract herein described;

THENCE South 87°01'44" East, with the said Southern line, a distance of 187.85 feet to a 1/2 inch iron rod with NDM cap found for corner;

THENCE South 50°15'09" East, with the north line of said Right of Way Abandonment (the south right of way line) for Spring Creek Parkway a distance of 36.52 feet to a 1/2 inch iron rod with NDM cap found for corner, said iron rod being in the westerly right of way line of Preston Road (State Highway No. 289 - variable width right of way);

THENCE South 12°28'34" East, with the southerly line of said Right of Way Abandonment for Spring Creek Parkway and the westerly right of way of Preston Road a distance of 138.87 feet to a 1/2 inch iron rod with NDM cap found for corner, said iron rod being the southeast corner of said Right of Way Abandonment;

THENCE South 49°39'02" East, with the westerly right of way of Preston Road, a distance of 228.50 feet to a 1/2 inch iron rod with NDM cap found for corner;

THENCE South 87°21'17" East, with the said westerly line of Preston Road, a distance of 19.25 feet to a 1/2 inch iron rod with NDM cap found for corner;

THENCE South 87°14'19" West, starting with the said westerly line of Preston Road, a distance of 14.87 feet to a 1/2 inch iron rod with NDM cap found for corner;

THENCE South 12°28'34" East, continuing with the said westerly line of Preston Road, a distance of 226.80 feet to a 1/2 inch iron rod found for corner, said iron rod being the beginning of a larger curve to the right;

THENCE, continuing with the said westerly line of Preston Road and left-hand curve having a central angle of 161°59'18", a radius of 164.54 feet, a longest length of 274.88 feet, a chord (chord bears South 101°16'05" East, a chord distance of 427.86 feet, for an arc distance of 427.26 feet to the end of said curve, a 3 inch brass disk in concrete found for corner, and bearing the northeast corner of a Parcel of Land described in Phase 1, an addition to the City of Plano as recorded in Volume 84, Page 445 and 446, of the Deed Records of Collin County, Texas (PROJECT);

THENCE South 80°58'45" West, leaving the said westerly line of Preston Road with a back-sight line of said Lakeview Market House 1, a distance of 148.28 feet to a 1/2 inch iron rod found for corner;

THENCE South 32°51'07" West, with a back-sight line of said Lakeview Market - Phase 1, a distance of 95.45 feet to a 1/2 inch iron rod found for corner;

THENCE South 07°06'37" West, a distance of 297.82 feet to a 1/2 inch iron rod with NDM cap found for corner, said iron rod being the southwest corner of Extension of Lakewood Addition, as recorded in Volume N, Page 223 and 224, PROJECT;

THENCE South 32°12'01" West, with a north-south line of said Extension of Lakewood Addition, a distance of 185.45 feet to a 1/2 inch iron rod found for corner;

THENCE North 02°24'43" West, with an easterly line of said Extension of Lakewood Addition, a distance of 12.44 feet to a 1/2 inch iron rod with NDM cap found for corner;

THENCE South 84°30'07" East, a distance of 32.75 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "N.D.S. 2011" set for corner;

THENCE North 01°41'31" East, a distance of 256.45 feet to the POINT OF BEGINNING of hereby described tract, containing 842,719 square feet or 19,346 acres of land.

19,346 AC.
LOT 3 BLOCK A
 ROBERT BENEFIELD SURVEY - ABST. 99

ZONED: PD-447-R/MF-2
PRESTON OVERLAY DISTRICT

ZONED: PD-447-R/MF-2

APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAN OR PLAN APPROVAL OF THE INITIATION OF THE DEVELOPMENT PROCESS, PLANNING AND ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLANS OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE

ZONED: PD-447-R/MF-2
PRESTON OVERLAY DISTRICT

ZONING EXHIBIT
 S.U.P. REQUEST FOR SUPERSTORE

TURNER HERITAGE ADDITION
 LOT 3 BLOCK A - 19,346 ACRES

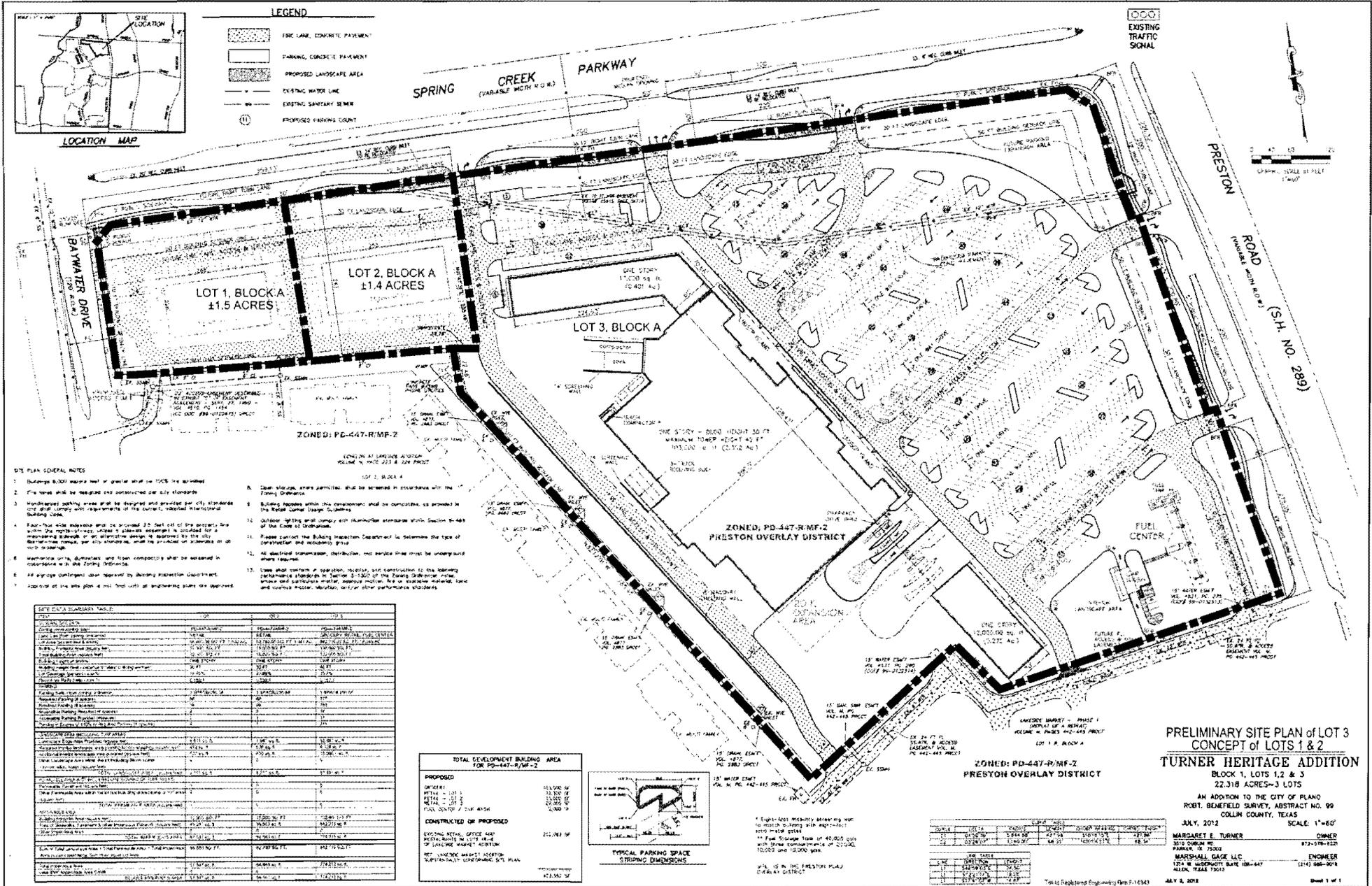
AN ADDITION TO THE CITY OF PLANO
 ROBT. BENEFIELD SURVEY, ABSTRACT NO. 99
 COLLIN COUNTY, TEXAS

JULY, 2012 SCALE: 1"=60'

MARGARET E. TURNER OWNER
 3812 HARRIS RD.
 PLANO, TX 75042

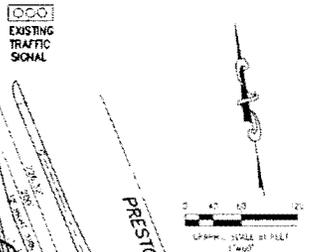
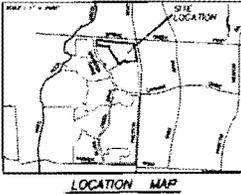
MARSHALL GAGE, LLC ENGINEER
 1214 W. HARRISWAY TURN, 108-1047
 ALLEN, TEXAS 75015 (915) 586-1018

ZONING CASE # 2012-22



LEGEND

- ERIC LAMB, CONCRETE PAVEMENT
- PARKING, CONCRETE PAVEMENT
- PROPOSED LANDSCAPE AREA
- EXISTING WATER LINE
- EXISTING SANITARY SEWER
- PROPOSED PARKING QUANT



- SITE PLAN GENERAL NOTES**
1. Structures 8,000 square feet or greater shall use 100% fire sprinkled.
 2. Fire lanes shall be provided and constructed per city standards.
 3. Handicapped parking areas shall be provided and provided per city standards and shall comply with requirements of the current, adopted International Building Code.
 4. Four-foot side setbacks shall be provided 20 feet out of the property line within the north-south street. A planter strip shall be provided for a minimum width of 10 feet. A planter strip shall be provided for a minimum width of 10 feet. A planter strip shall be provided for a minimum width of 10 feet.
 5. Handicapped entry, elevators and ramp connections shall be provided in accordance with the zoning ordinance.
 6. All signage contained shall approved by Planning Inspection Department.
 7. Location of the site plan is not final until all engineering plans are approved.

8. Other signage, where permitted, shall be screened in accordance with the zoning ordinance.
9. Building heights within the development shall be consistent as provided in the Code of Ordinances.
10. Outdoor lighting shall comply with Illumination standards within Section 5-6-05 of the Code of Ordinances.
11. Please contact the Planning Inspection Department to determine the type of construction and occupancy group.
12. All electrical transmission, distribution and service lines must be underground where required.
13. Users shall conform in operation, location and construction to the following performance standards in Section 5-13-01 of the zoning ordinance, noise, smoke and particulate matter, odorous matter, fire or explosion, radiation, land and natural matter, vibration, and/or other performance standards.

SITE DATA SUMMARY TABLE

ITEM	QUANTITY	UNIT	REMARKS
TOTAL AREA	22.318	ACRES	
Lot 1, Block A	1.5	ACRES	
Lot 2, Block A	1.4	ACRES	
Lot 3, Block A	9.418	ACRES	
Lot 3, Block A (Expansion Area)	2.0	ACRES	
Lot 3, Block A (Fuel Center)	0.41	ACRES	
Lot 3, Block A (Future Parking)	0.008	ACRES	
Lot 3, Block A (Future Landscaping)	0.008	ACRES	
Lot 3, Block A (Future Sanitary Sewer)	0.008	ACRES	
Lot 3, Block A (Future Water Line)	0.008	ACRES	
Lot 3, Block A (Future Storm Drainage)	0.008	ACRES	
Lot 3, Block A (Future Electric Service)	0.008	ACRES	
Lot 3, Block A (Future Gas Service)	0.008	ACRES	
Lot 3, Block A (Future Telephone Service)	0.008	ACRES	
Lot 3, Block A (Future Cable Service)	0.008	ACRES	
Lot 3, Block A (Future Fire Hydrant)	0.008	ACRES	
Lot 3, Block A (Future Street Light)	0.008	ACRES	
Lot 3, Block A (Future Traffic Signal)	0.008	ACRES	
Lot 3, Block A (Future Pedestrian Crossing)	0.008	ACRES	
Lot 3, Block A (Future Bicycle Lane)	0.008	ACRES	
Lot 3, Block A (Future Greenway)	0.008	ACRES	
Lot 3, Block A (Future Park Area)	0.008	ACRES	
Lot 3, Block A (Future Open Space)	0.008	ACRES	
Lot 3, Block A (Future Stormwater Management)	0.008	ACRES	
Lot 3, Block A (Future Flood Control)	0.008	ACRES	
Lot 3, Block A (Future Erosion Control)	0.008	ACRES	
Lot 3, Block A (Future Sedimentation)	0.008	ACRES	
Lot 3, Block A (Future Pollution Control)	0.008	ACRES	
Lot 3, Block A (Future Noise Control)	0.008	ACRES	
Lot 3, Block A (Future Vibration Control)	0.008	ACRES	
Lot 3, Block A (Future Radiation Control)	0.008	ACRES	
Lot 3, Block A (Future Odorous Matter Control)	0.008	ACRES	
Lot 3, Block A (Future Smoke and Particulate Matter Control)	0.008	ACRES	
Lot 3, Block A (Future Fire and Explosion Control)	0.008	ACRES	
Lot 3, Block A (Future Land and Natural Matter Control)	0.008	ACRES	
Lot 3, Block A (Future Vibration and/or Other Performance Standards)	0.008	ACRES	

TOTAL DEVELOPMENT BUILDING AREA FOR PD-447-R/MF-2

PROPOSED	CONSTRUCTED OR PROPOSED
OFFICE	10,000 SF
RETAIL	10,000 SF
RESIDENTIAL	10,000 SF
TOTAL DEVELOPMENT BUILDING AREA	30,000 SF



Eight-foot mobility staking shall be installed in all parking spaces with a minimum width of 40,000 feet with three compartments of 27,000, 10,000 and 10,000 feet.

PROPOSED DEVELOPMENT

ITEM	QUANTITY	UNIT	REMARKS
TOTAL AREA	22.318	ACRES	
Lot 1, Block A	1.5	ACRES	
Lot 2, Block A	1.4	ACRES	
Lot 3, Block A	9.418	ACRES	
Lot 3, Block A (Expansion Area)	2.0	ACRES	
Lot 3, Block A (Fuel Center)	0.41	ACRES	
Lot 3, Block A (Future Parking)	0.008	ACRES	
Lot 3, Block A (Future Landscaping)	0.008	ACRES	
Lot 3, Block A (Future Sanitary Sewer)	0.008	ACRES	
Lot 3, Block A (Future Water Line)	0.008	ACRES	
Lot 3, Block A (Future Storm Drainage)	0.008	ACRES	
Lot 3, Block A (Future Electric Service)	0.008	ACRES	
Lot 3, Block A (Future Gas Service)	0.008	ACRES	
Lot 3, Block A (Future Telephone Service)	0.008	ACRES	
Lot 3, Block A (Future Cable Service)	0.008	ACRES	
Lot 3, Block A (Future Fire Hydrant)	0.008	ACRES	
Lot 3, Block A (Future Street Light)	0.008	ACRES	
Lot 3, Block A (Future Traffic Signal)	0.008	ACRES	
Lot 3, Block A (Future Pedestrian Crossing)	0.008	ACRES	
Lot 3, Block A (Future Bicycle Lane)	0.008	ACRES	
Lot 3, Block A (Future Greenway)	0.008	ACRES	
Lot 3, Block A (Future Park Area)	0.008	ACRES	
Lot 3, Block A (Future Open Space)	0.008	ACRES	
Lot 3, Block A (Future Stormwater Management)	0.008	ACRES	
Lot 3, Block A (Future Flood Control)	0.008	ACRES	
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Lot 3, Block A (Future Smoke and Particulate Matter Control)	0.008	ACRES	
Lot 3, Block A (Future Fire and Explosion Control)	0.008	ACRES	
Lot 3, Block A (Future Land and Natural Matter Control)	0.008	ACRES	
Lot 3, Block A (Future Vibration and/or Other Performance Standards)	0.008	ACRES	

PRELIMINARY SITE PLAN of LOT 3 CONCEPT of LOTS 1 & 2 TURNER HERITAGE ADDITION
 BLOCK 1, LOTS 1, 2 & 3
 22.318 ACRES-3 LOTS
 AN ADDITION TO THE CITY OF PLANO
 ROBT. BEECHFIELD SURVEY, ABSTRACT NO. 99
 COLLIN COUNTY, TEXAS
 JULY, 2012 SCALE: 1"=60'
 MARGARET E. TURNER OWNER
 3515 DOWLEN RD. 817-578-8228
 PARKWAY, TX 75082
 MARSHALL GAGE LLC ENGINEER
 1274 W. WOODBRIDGE BLVD. #447 (214) 988-8018
 ARLING, TEXAS 75010
 Texas Registered Engineering Firm #11343
 July 8, 2012

MARGARET E. TURNER, P.E.

Zoning Case 2012-22

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 631 so as to allow the additional use of Superstore on 19.3± acres of land out of the Robert Benefield Survey, Abstract No. 99, located at the southwest corner of Preston Road and Spring Creek Parkway, in the City of Plano, Collin County, Texas, presently zoned Planned Development-447-Retail/Multifamily Residence-2; 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 10th day of September, 2012, for the purpose of considering granting Specific Use Permit No. 631 for the additional use of Superstore on 19.3± acres of land out of the Robert Benefield Survey, Abstract No. 99, located at the southwest corner of Preston Road and Spring Creek Parkway, in the City of Plano, Collin County, Texas, presently zoned Planned Development-447-Retail/Multifamily Residence-2; 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 10th day of September, 2012; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 631 for the additional use of Superstore on 19.3± acres of land out of the Robert Benefield Survey, Abstract No. 99, located at the southwest corner of Preston Road and Spring Creek Parkway, in the City of Plano, Collin County, Texas, presently zoned Planned Development-447-Retail/Multifamily Residence-2, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 631 for the additional use of Superstore on 19.3± acres of land out of the Robert Benefield Survey, Abstract No. 99, located at the southwest corner of Preston Road and Spring Creek Parkway, in the City of Plano, Collin County, Texas, presently zoned Planned Development-447-Retail/Multifamily Residence-2, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

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

Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 10TH DAY OF SEPTEMBER, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ZONING CASE 2012-22

BEING all that certain lot, tract or parcel of land located in the Robert Benefield Survey, Abstract No. 99, in the City of Plano, Collin County, Texas and being portion of that certain tract of land described in the deed to Margaret E. Harrington, recorded in Volume 249, Page 549, Deed Records, Collin County, Texas (D.R.C.C.T.) together with that certain Right-of-Way Abandonment for Spring Creek Parkway, Plano City Ordinance 2005-4-29 as recorded in Volume 05915, Page 06724, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with NDM cap found at the intersection of the southerly right-of-way line of Spring Creek Parkway (variable width right-of-way) with the easterly right-of-way line of Baywater Drive (called 120 foot right-of-way at this point);

THENCE South, 88° 01' 44" East, with the said southerly line of Spring Creek Parkway, passing at a distance of 42.71 feet a 1-inch iron rod found for the northwest corner of said Right-of-Way Abandonment for Spring Creek Parkway, continuing with the north line of said Right-of-Way Abandonment (new south right-of-way line) for Spring Creek Parkway for a total distance of 541.39 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the POINT OF BEGINNING of the tract herein described;

THENCE South, 88° 01' 44" East, with the said southerly line, a distance of 937.03 feet to a 1/2-inch iron rod with NDM cap found for corner;

THENCE South, 50° 15' 09" East, with the north line of said Right-Of-Way Abandonment (new south right-of-way line) for Spring Creek Parkway a distance of 39.52 feet to a 1/2-inch iron rod with NDM cap found for corner, said iron rod being in the westerly right-of-way line of Preston Road (State Highway No. 289 – variable width right-of-way);

THENCE South, 12° 28' 34" East, with the easterly line of said Right-of-Way Abandonment for Spring Creek Parkway and the westerly right-of-way of Preston Road a distance of 108.67 feet to a 1/2-inch iron rod with NDM cap found for corner, said iron rod being the southeast corner of said Right-of-Way Abandonment;

THENCE South, 49° 59' 03" East, with the westerly right-of-way of Preston Road, a distance of 24.50 feet to a 1/2-inch iron rod with NDM cap found for corner;

THENCE South, 12° 21' 17" East, with the said westerly line of Preston Road, a distance of 19.28 feet to a 1/2-inch iron rod with NDM cap found for corner;

THENCE South, 77° 41' 07" West, continuing with the said westerly line of Preston Road, a distance of 14.87 feet to a 1/2-inch iron rod with NDM cap found for corner;

THENCE South, 12° 28' 34" East, continuing with the said westerly line of Preston Road, a distance of 220.80 feet to a 1-inch iron rod found for corner, said iron rod being the beginning of a tangent curve to the right;

THENCE continuing with the said westerly line of Preston Road and with said curve having a central angle of 04° 20' 39", a radius of 5644.58 feet, a tangent length of 214.08 feet, a chord which bears south 10° 18' 15" East, a chord distance of 427.86 feet, for an arc distance of 427.96 feet to the end of said curve, a 3-inch brass disk in concrete found for corner, said brass disk being the northeast corner of a Replat of a Replat of Lakeside Market – Phase 1, an addition to the City of Plano as recorded in Volume M, Pages 442-445, of the Plat Records of Collin County, Texas (PRCCT);

THENCE South, 80° 58' 45" West, leaving the said westerly line of Preston Road, with a northerly line of said Lakeside Market – Phase 1, a distance of 448.28 feet to a 1-inch rod found for corner;

THENCE North, 32° 51' 00" West, with a northerly line of said Lakeside Market – Phase 1, a distance of 95.45 feet to a 1-inch iron rod found for corner;

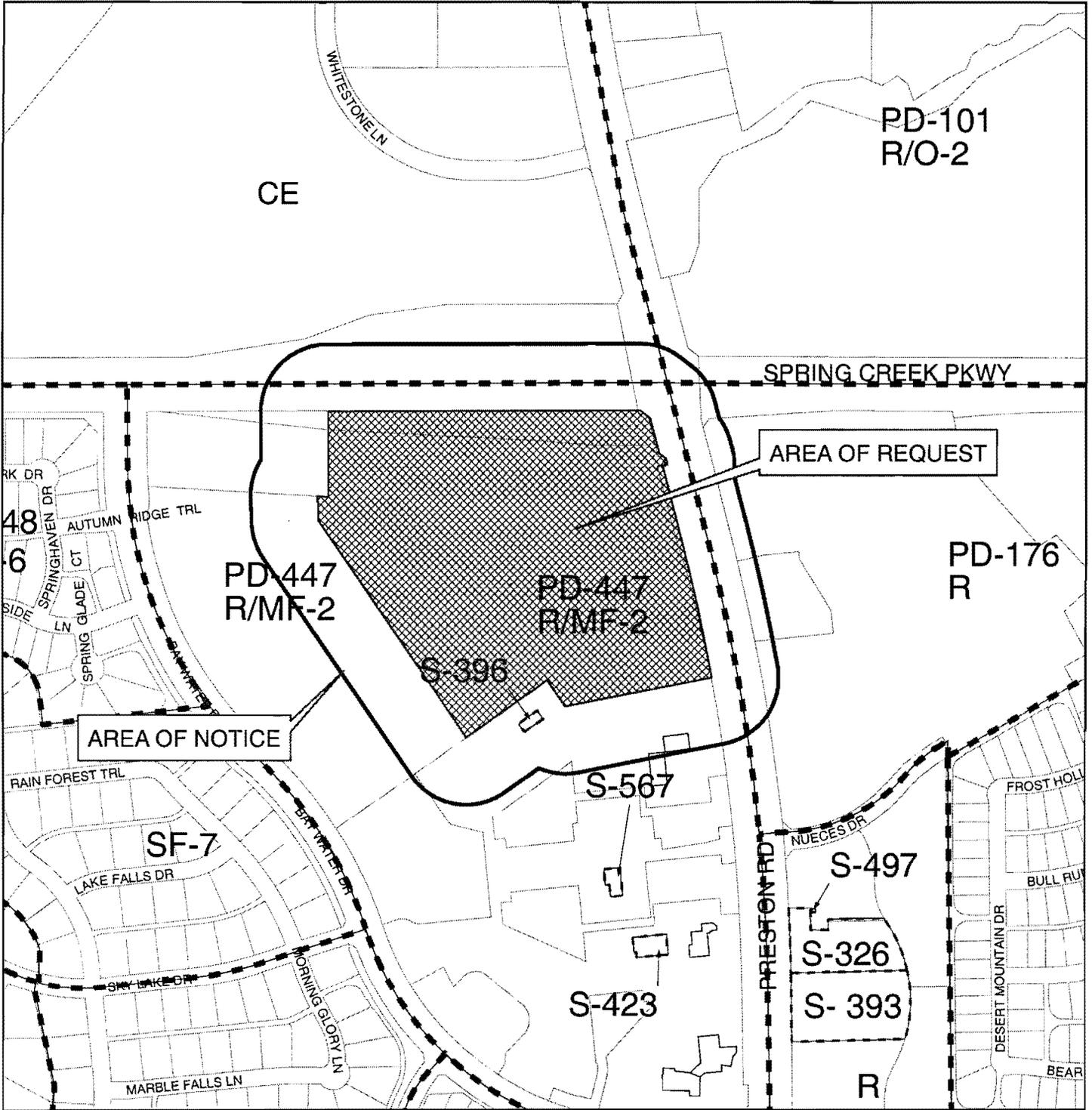
THENCE South 57° 09' 00" West, a distance of 297.52 feet to a 1/2-inch iron rod with NDM cap found for corner, said iron rod being the southeast corner of Echelon at Lakeside Addition, an addition to the City of Plano as recorded in Volume N, pages 223 and 224, PRCCT;

THENCE North, 32° 12' 01" West, with a northeasterly line of said Echelon at Lakeside Addition, a distance of 785.45 feet to a 1/2-inch iron rod found for corner;

THENCE North, 00° 24' 45" West, with an easterly line of said Echelon at Lakeside Addition, a distance of 72.48 feet to a 1/2-inch iron rod with NDM cap found for corner;

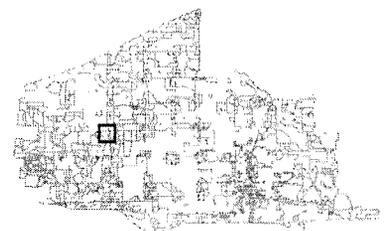
THENCE South, 84° 35' 05" East, a distance of 32.75 feet to a 1/2-inch iron rod with yellow plastic cap stamped "RPLS 5310" set for corner;

THENCE North, 01° 47' 31" East, a distance of 255.49 feet to the POINT OF BEGINNING of herein described tract, CONTAINING 842,710 square feet, or 19.346 acres of land.

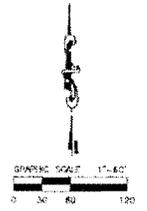
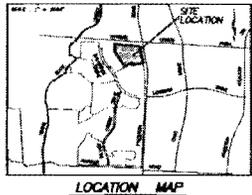
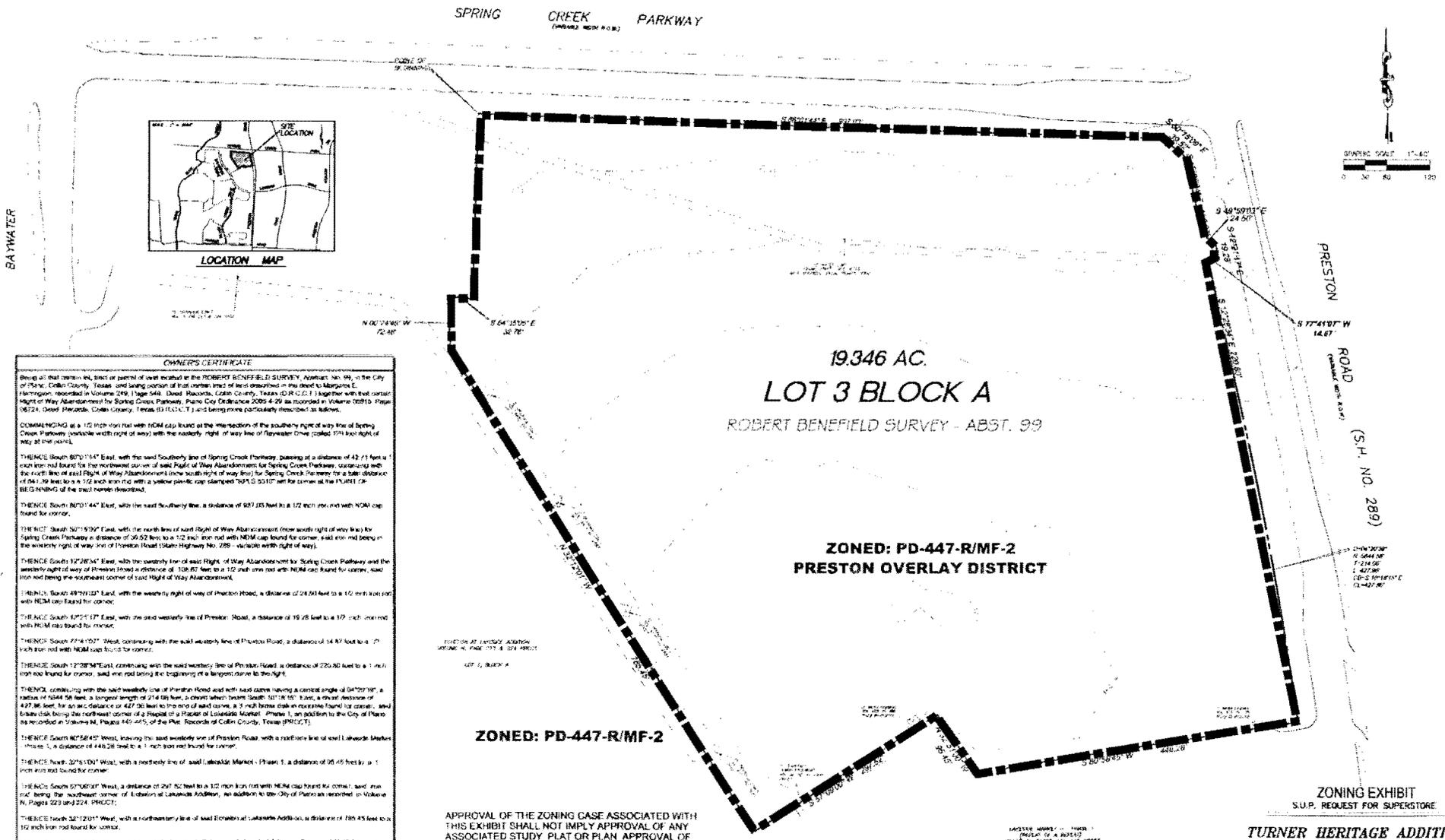


Zoning Case #: 2012-22

Existing Zoning: PLANNED DEVELOPMENT-447-RETAIL/
 MULTIFAMILY RESIDENCE-2/
 PRESTON ROAD OVERLAY DISTRICT



○ 200' Notification Buffer



OWNER'S CERTIFICATE

Being all that certain lot, tract or parcel of land located in the ROBERT BENEFIELD SURVEY, Abstract No. 99, in the City of Plano, Collin County, Texas, and being portion of that corner tract of land described in the deed to Margaret E. Turney, recorded in Volume 229, Page 249, Deed Records, Collin County, Texas (D.R. 02-1) together with that certain Right of Way Abandonment for Spring Creek Parkway, Plano City Ordinance 2009-4-29 as recorded in Volume 089D, Page 08724, Deed Records, Collin County, Texas (D.R. 02-1) and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with NDM cap found at the intersection of the southern right of way line of Spring Creek Parkway (variable width right of way) with the westerly right of way line of Preston Road (width 70 feet) (see right of way of this parcel);

THENCE South 87° 11' 47" East, with the said Southern line of Spring Creek Parkway, bearing of a distance of 42.71 feet to a 1/2 inch iron rod found for the northwest corner of said Right of Way Abandonment for Spring Creek Parkway, adjoining with the north line of said Right of Way Abandonment (the south right of way line) for Spring Creek Parkway for a total distance of 64.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "N.D.S. 2011" set for corner at the POINT OF BEGINNING of the tract herein described;

THENCE South 87° 01' 44" East, with the said Southern line, a distance of 187.35 feet to a 1/2 inch iron rod with NDM cap found for corner;

THENCE South 50° 15' 09" East, with the north line of said Right of Way Abandonment (the south right of way line) for Spring Creek Parkway a distance of 36.52 feet to a 1/2 inch iron rod with NDM cap found for corner, said iron rod being in the westerly right of way line of Preston Road (State Highway No. 289 - variable width right of way);

THENCE South 12° 28' 34" East, with the southerly line of said Right of Way Abandonment for Spring Creek Parkway and the westerly right of way of Preston Road a distance of 138.87 feet to a 1/2 inch iron rod with NDM cap found for corner, said iron rod being the southeast corner of said Right of Way Abandonment;

THENCE South 49° 19' 02" East, with the westerly right of way of Preston Road, a distance of 228.50 feet to a 1/2 inch iron rod with NDM cap found for corner;

THENCE South 87° 21' 17" East, with the said westerly line of Preston Road, a distance of 19.25 feet to a 1/2 inch iron rod with NDM cap found for corner;

THENCE South 87° 11' 47" West, adjoining with the said westerly line of Preston Road, a distance of 14.87 feet to a 1/2 inch iron rod with NDM cap found for corner;

THENCE South 12° 28' 34" East, adjoining with the said westerly line of Preston Road, a distance of 226.80 feet to a 1/2 inch iron rod found for corner, said iron rod being the beginning of a larger curve to the right;

THENCE, commencing with the said westerly line of Preston Road and with said curve having a central angle of 147° 09' 18", a radius of 164.54 feet, a longest length of 274.88 feet, a chord (the bearing South 101° 16' 00" East, a chord distance of 427.86 feet, for an arc distance of 427.26 feet to the end of said curve, a 3 inch brass disk in a rock is found for corner, and from said disk (the northeast corner of a Parcel of Land in the Robert Benefield Survey - Phase 1, an addition to the City of Plano as recorded in Volume 84, Page 445 and 446, of the Deed Records of Collin County, Texas (D.R. 02-1));

THENCE South 80° 54' 45" West, leaving the said westerly line of Preston Road with a back-sight line of said Lakeview Market House, S., a distance of 148.28 feet to a 1/2 inch iron rod found for corner;

THENCE South 32° 13' 07" West, with a back-sight line of said Lakeview Market - Phase 1, a distance of 95.45 feet to a 1/2 inch iron rod found for corner;

THENCE South 07° 06' 37" West, a distance of 297.32 feet to a 1/2 inch iron rod with NDM cap found for corner, said iron rod being the southwest corner of a Parcel of Land in the Robert Benefield Survey, as recorded in Volume 229, Page 224, D.R. 02-1;

THENCE North 32° 12' 01" West, with a north-south line of said Lakeview Addition, a distance of 185.45 feet to a 1/2 inch iron rod found for corner;

THENCE North 02° 24' 43" West, with an easterly line of said Addition at Lakeview Addition, a distance of 12.44 feet to a 1/2 inch iron rod with NDM cap found for corner;

THENCE South 84° 30' 07" East, a distance of 32.75 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "N.D.S. 2011" set for corner;

THENCE North 01° 14' 11" East, a distance of 256.45 feet to the POINT OF BEGINNING of hereby described tract, commencing 842.719 square feet or 19.346 acres of land.

APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAN OR PLAN APPROVAL OF THE INITIATION OF THE DEVELOPMENT PROCESS, PLANNING AND ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLANS OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE

19.346 AC.
LOT 3 BLOCK A
 ROBERT BENEFIELD SURVEY - ABST. 99

ZONED: PD-447-R/MF-2
PRESTON OVERLAY DISTRICT

ZONED: PD-447-R/MF-2

ZONED: PD-447-R/MF-2
PRESTON OVERLAY DISTRICT

ZONING EXHIBIT
 S.U.P. REQUEST FOR SUPERSTORE

TURNER HERITAGE ADDITION
 LOT 3 BLOCK A - 19.346 ACRES

AN ADDITION TO THE CITY OF PLANO
 ROBT. BENEFIELD SURVEY, ABSTRACT NO. 99
 COLLIN COUNTY, TEXAS

JULY, 2012 SCALE: 1"=60'

MARGARET E. TURNER OWNER
 3812 HARBIN RD.
 PLANO, TX 75042

MARSHALL GAGE, LLC ENGINEER
 1214 W. HARBINWAY TURN, 108-1047
 ALLEN, TEXAS 75015

ZONING CASE # 2012-22

DATE: August 21, 2012
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of August 20, 2012

**AGENDA ITEM NO. 8A - PUBLIC HEARING
ZONING CASE 2012-23
APPLICANT: UNIVERSITY OF TEXAS**

Request to rezone 4.5± acres located at the southeast corner of Silverglen Drive and Mapleshade Lane **from** Light Industrial-1 **to** Corridor Commercial and request for a Specific Use Permit for Assisted Living Facility. Zoned Light Industrial-1/190 Tollway/Plano Parkway Overlay District.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted. The Planning & Zoning Commission initiated a zoning case to rezone the remaining land south of the future extension of Mapleshade Lane from Light Industrial-1 to Corridor Commercial.

FOR CITY COUNCIL MEETING OF: September 10, 2012 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING – ORDINANCE

EH/sf

xc: Kirk S Tames, Board of Regents of The University of Texas System
Steve Belli, USMC North Dallas LLC

CITY OF PLANO
PLANNING & ZONING COMMISSION

August 20, 2012

Agenda Item No. 8A

Public Hearing: Zoning Case 2012-23

Applicant: University of Texas

DESCRIPTION:

Request to rezone 4.5± acres located at the southeast corner of Silverglen Drive and Mapleshade Lane **from** Light Industrial-1 **to** Corridor Commercial and request for a Specific Use Permit for Assisted Living Facility. Zoned Light Industrial-1/190 Tollway/Plano Parkway Overlay District.

REMARKS:

The applicant is requesting to rezone an undeveloped 4.5± acre tract located at the southeast corner of Silverglen Drive and Mapleshade Lane **from** Light Industrial-1 (LI-1) **to** Corridor Commercial (CC) and is requesting a Specific Use Permit (SUP) for Assisted Living Facility. The existing LI-1 zoning district is intended to provide areas for light manufacturing firms engaged in processing, assembling, warehousing, research and development, and incidental services that are developed in accordance with the same performance standards applicable to all other zoning districts.

The requested zoning is CC with an SUP for Assisted Living Facility. The existing LI-1 zoning district does not allow assisted living facility uses; therefore, the applicant is requesting to rezone the property to CC since assisted living facilities are allowed in the CC district with approval of an SUP. The CC district is intended to provide for retail, service, office, and limited manufacturing uses within major regional transportation corridors. The regulations and standards of this district are reflective of the high traffic volumes and high visibility of these regional highways. An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established. An assisted living facility is defined as a building or buildings, other than a single-family dwelling, designed and staffed to provide housing for residents who require some type of support for daily living, such as assistance for bathing, dressing, medication, meal preparation, or other functions. In addition to housing, this type of facility may also provide convenience services, such as meals, housekeeping, transportation, and community facilities, such as central dining rooms and activity rooms.

Surrounding Land Use and Zoning

The property to the north, across Mapleshade Lane, is zoned LI-1 and is developed as shops, office, and storage area - public/private utility. To the east, the property is undeveloped and is zoned LI-1. To the south is additional undeveloped land, zoned LI-1 and CC. To the west, across Silverglen Drive, is undeveloped property zoned Planned Development-216-Corridor Commercial.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Major Corridor Development (MCD). The CC zoning request is in conformance with the Future Land Use Plan.

Adequacy of Public Facilities - Water and sanitary sewer services are available via extensions of existing services within Mapleshade Lane and Silverglen Drive.

Assisted Living Facility SUP

The applicant is requesting an SUP for assisted living facility. Approval of an SUP is required in the CC district. Adjacent properties, including PD-216-CC to the west, across Silverglen Drive, and PD-215-CC to the northwest across Mapleshade Lane, are zoned for future residential uses. The assisted living facility use would be complimentary to the future residential uses. The subject property will derive its primary access from Mapleshade Lane and Silverglen Drive. The site does not have frontage on State Highway 190, and should be buffered by future commercial and employment developments to the south and east. For these reasons, staff believes this is an appropriate location for an assisted living facility.

Extension of Mapleshade Lane and Appropriate Future Surrounding Zoning

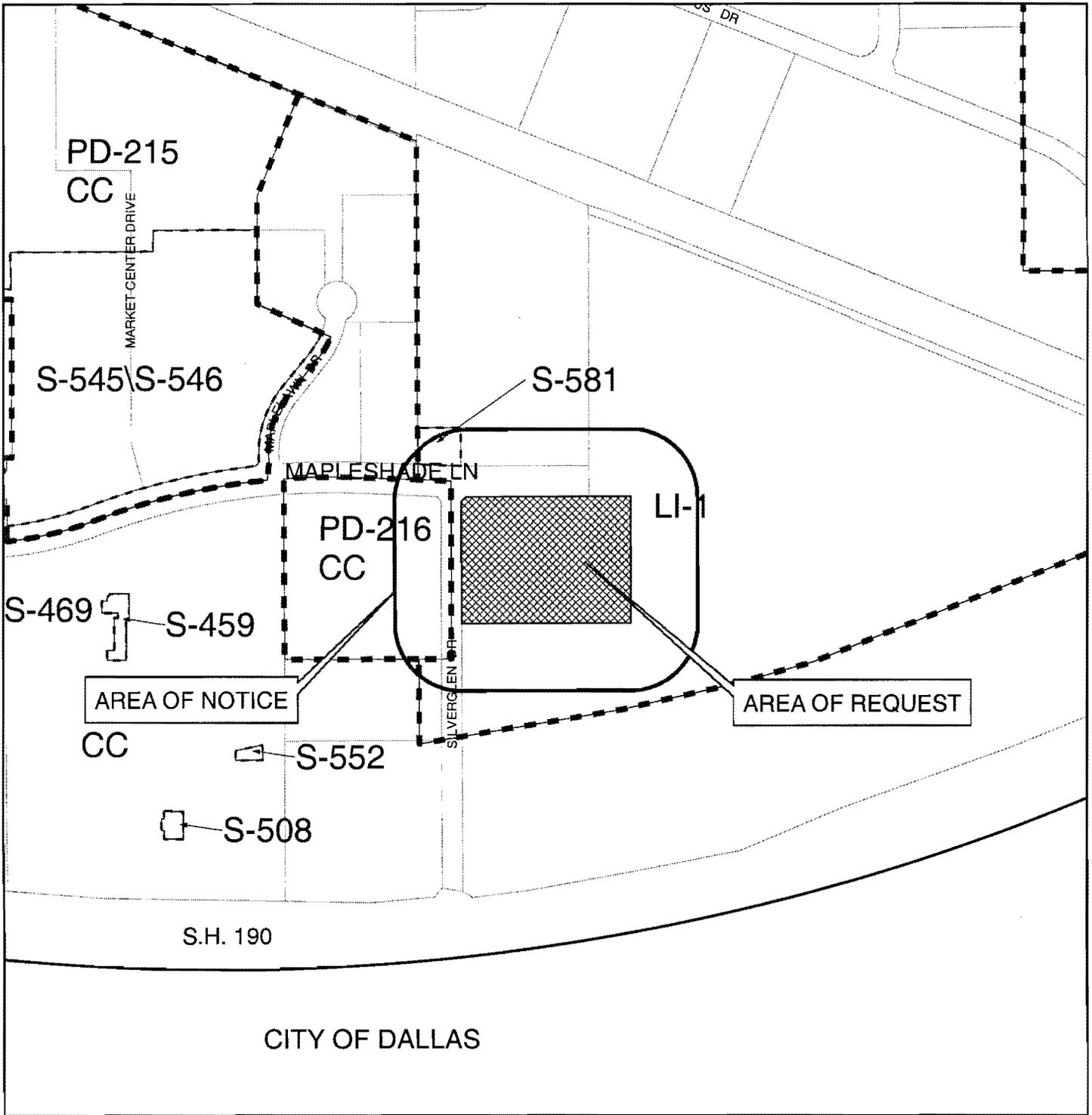
As stated previously, the land to the north, east and south of the subject property is zoned LI-1 and is owned by the University of Texas. Along the frontage road of State Highway 190, the land is zoned CC. To the north and east of the subject property, Mapleshade Lane is planned to extend eastward to connect to the frontage road of State Highway 190. Construction of this roadway extension is expected to commence during 2013, and when completed, this future right-of-way extension will subdivide the remainder of the LI-1 zoned property. Staff believes that the area south of the future right-of-way of Mapleshade Lane is more suited for commercial and employment uses than industrial uses. If the Planning & Zoning Commission and City Council believe that the requested CC zoning is appropriate for the subject property, then staff recommends that a zoning case be initiated to rezone the remaining portion of undeveloped land to the south of the future extension of Mapleshade Lane from LI-1 to CC. Staff has discussed the possibility of rezoning this area to CC with representatives for the University of Texas, and they have consented to the zoning change.

Summary

The applicant is requesting to rezone an undeveloped 4.5± acre tract from LI-1 to CC and is requesting an SUP for assisted living facility. The request is in conformance with the Future Land Use Plan of the Comprehensive Plan, which designates the property as Major Corridor Development. Overall, staff believes the proposed location is appropriate for CC zoning and an assisted living facility given existing surrounding zoning and land uses. Therefore, staff recommends approval of the requested rezoning from CC to LI-1 with an SUP for assisted living facility. Due to the future planned extension of Mapleshade Lane eastward to connect to the State Highway 190 frontage road, staff recommends that a zoning case be initiated to rezone the remaining land south of the future extension of Mapleshade Lane from LI-1 to CC.

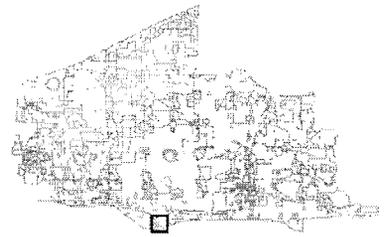
RECOMMENDATION:

Recommended for approval as submitted. If the Planning & Zoning Commission and City Council approve this zoning request, staff recommends the city initiate a zoning case to rezone the remaining land south of the future extension of Mapleshade Lane from Light Industrial-1 to Corridor Commercial.



Zoning Case #: 2012-23

Existing Zoning: LIGHT INDUSTRIAL-1/
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT



○ 200' Notification Buffer



Area of Request

MAPLESHADE LANE

SILVERGLEN DRIVE

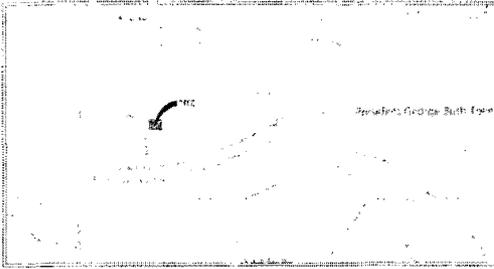
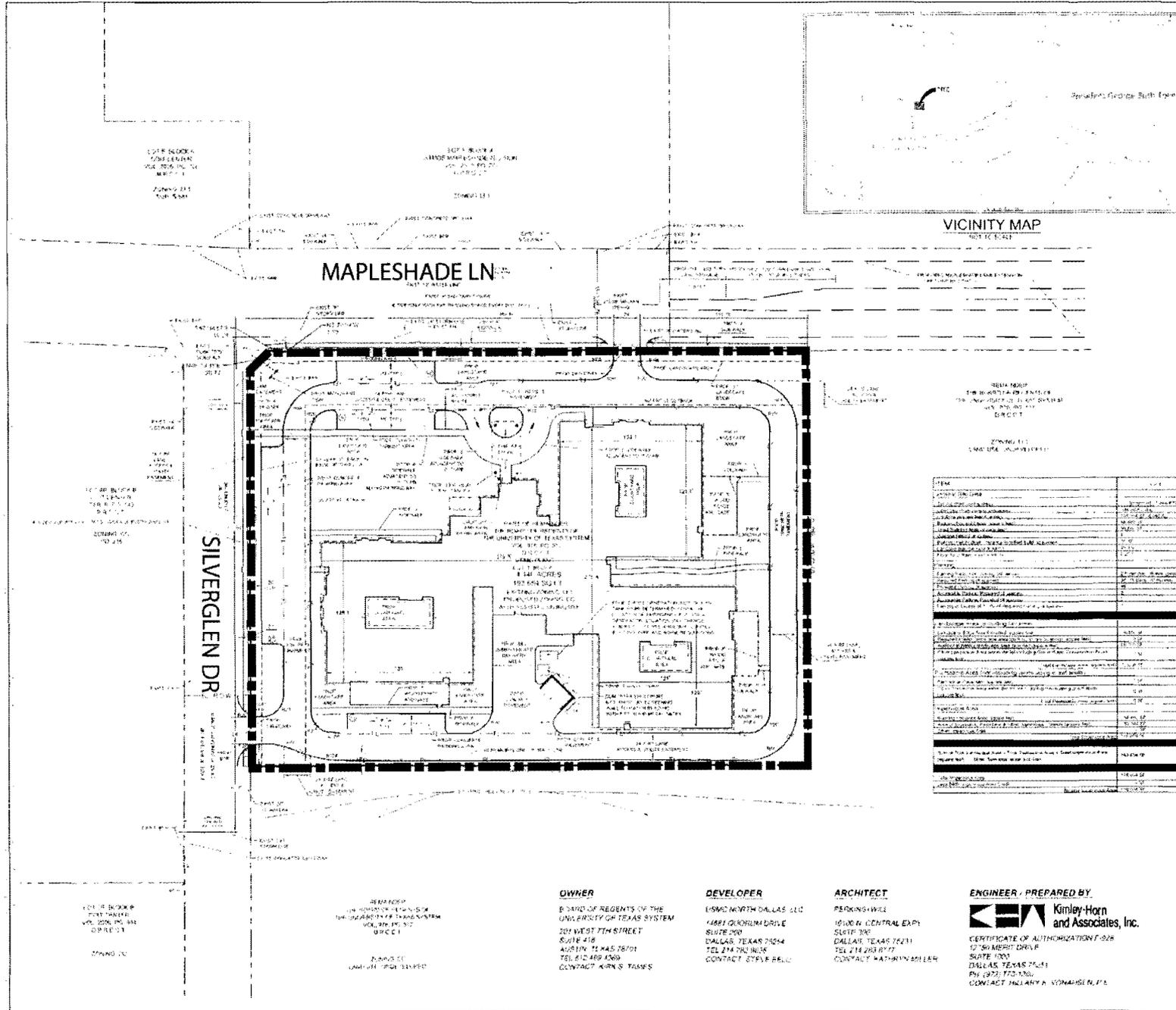
PRES. GEORGE BUSH HIGHWAY
PRES. GEORGE BUSH TURNPIKE
PRES. GEORGE BUSH TURNPIKE

PRES. GEORGE BUSH HIGHWAY



Source: City of Plano, Planning Dept.
Date: August, 2012

Zoning Case 2012-23



MAPLESHADE LN

SILVERGLEN DR

VICINITY MAP

BENCH MARK LIST

THE 100' CORNER PIN FOR THE BENCHMARK CORNER IS A 1/2" DIAMETER IRON PIPE SET IN THE GROUND SURFACE AND IS 17' 6" BELOW THE BENCH MARK OF 100' 0" IN THE SOUTH-SOUTH-EAST QUADRANT OF THE CORNER. THE BENCH MARK IS 17' 6" BELOW THE CORNER PIN.

ITEM	DATE
1. SITE VISIT	10/15/04
2. PRELIMINARY DESIGN	10/15/04
3. PERMITS	10/15/04
4. CONSTRUCTION	10/15/04
5. COMPLETION	10/15/04
6. AS-BUILT	10/15/04
7. FINAL REPORT	10/15/04
8. ARCHIVE	10/15/04
9. CLIENT REVIEW	10/15/04
10. PROJECT CLOSURE	10/15/04

GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. THE BENCH MARK IS 17' 6" BELOW THE CORNER PIN.
3. THE BENCH MARK IS 17' 6" BELOW THE CORNER PIN.
4. THE BENCH MARK IS 17' 6" BELOW THE CORNER PIN.
5. THE BENCH MARK IS 17' 6" BELOW THE CORNER PIN.
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9. THE BENCH MARK IS 17' 6" BELOW THE CORNER PIN.
10. THE BENCH MARK IS 17' 6" BELOW THE CORNER PIN.

OTHER NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. THE BENCH MARK IS 17' 6" BELOW THE CORNER PIN.
3. THE BENCH MARK IS 17' 6" BELOW THE CORNER PIN.
4. THE BENCH MARK IS 17' 6" BELOW THE CORNER PIN.
5. THE BENCH MARK IS 17' 6" BELOW THE CORNER PIN.

OWNER
 BOARD OF REGENTS OF THE
 UNIVERSITY OF TEXAS SYSTEM
 201 WEST 7TH STREET
 SUITE 418
 AUSTIN, TEXAS 78701
 TEL 817 499 4369
 CONTACT KIRN S. THAMES

DEVELOPER
 USMC NORTH DALLAS LLC
 4881 QUORUM DRIVE
 SUITE 300
 DALLAS, TEXAS 75244
 TEL 214 762 0635
 CONTACT STEVE BELL

ARCHITECT
 PERKINS+WILL
 10100 N. CENTRAL EXPY
 SUITE 300
 DALLAS, TEXAS 75231
 TEL 214 263 8777
 CONTACT KATHRYN WHEELER

ENGINEER - PREPARED BY

 CERTIFICATE OF AUTHORIZATION # 226
 SUITE 1000
 DALLAS, TEXAS 75241
 PH (972) 772-1300
 CONTACT MELANY A. VONARDE N, PE

PRELIMINARY SITE PLAN
 FOR
USMC - PLANO
LOT 1, BLOCK 1
 OUT OF 94
 CITY OF PLANO, COLLIN COUNTY, TEXAS
 MARTHA MCBRIDE SURVEY, ABSTRACT NO. 589
 GROSS LOT AREA: 4.146 ACRES

Kimley-Horn
 and Associates, Inc.

PRELIMINARY SITE
 PLAN

USMC - PLANO
 PREPARED FOR
 AMERICA DEVELOPMENT

C-00

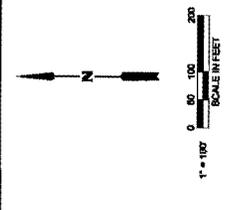
DATE: OCTOBER 2011
DESIGN BY: EYE
DRAWN BY: EYE
CHECKED BY: LRS
PROJECT # 10000000

MAPLESHADE LANE EXTENSION
CITY OF PLANO
HORIZONTAL ALIGNMENT 'B'

VERTICAL SCALE
NOT TO SCALE
DO NOT SCALE VERTICALLY

NO.	REVISION	BY	DATE

PRELIMINARY





OFFICE OF ADMINISTRATION

THE UNIVERSITY OF TEXAS AT DALLAS

800 W. CAMPBELL RD., AD24
RICHARDSON, TEXAS 75080-3021
(972) 883-2213
Fax (972) 883-2212

MEMORANDUM

To: Phyllis M. Jarrell, AICP – City of Plano Director of Planning

From: Calvin D. Jamison – Vice President for Administration

Date: August 15, 2012

Re: Rezoning of Corridor Commercial

A handwritten signature in black ink, appearing to be 'C. Jamison', written over the 'From' line and extending down across the 'Re:' line.

On behalf of The University of Texas at Dallas, I am in agreement with the change in zoning to Corridor Commercial, which also will assist in accommodating the planned assisted living facility. In addition, it will aid in the long-term development of this strategically located parcel of land.

Please contact me with questions or concerns.

CDJ/kc

cc: Kirk Tames – Assistant Director, Real Estate Office

Zoning Case 2012-23

An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 4.5± acres of land out of the Martha McBride Survey, Abstract No. 553, located at the southeast corner of Silverglen Drive and Mapleshade Lane, in the City of Plano, Collin County, Texas, from Light Industrial-1 to Corridor Commercial; with Specific Use Permit No. 632 so as to allow the additional use of Assisted Living Facility; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 10th day of September, 2012, for the purpose of considering rezoning 4.5± acres of land out of the Martha McBride Survey, Abstract No. 553, located at the southeast corner of Silverglen Drive and Mapleshade Lane, in the City of Plano, Collin County, Texas, from Light Industrial-1 to Corridor Commercial with Specific Use Permit No. 632 so as to allow the additional use of Assisted Living Facility; 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 10th day of September, 2012; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 4.5± acres of land out of the Martha McBride Survey, Abstract No. 553, located at the southeast corner of Silverglen Drive and Mapleshade Lane, in the City of Plano, Collin County, Texas, from Light Industrial-1 to Corridor Commercial, with Specific Use Permit No. 632 so as to allow the additional use of Assisted Living Facility said property being described in the legal description on Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

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

Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 10TH DAY OF SEPTEMBER, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2012-23

BEING a tract of land situated in the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas and being part of a tract of land described in Deed of Gift to the board of Regents of the University of Texas System recorded in Volume 976, Page 517, Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at an "X" cut in concrete found for the southernmost corner of a right-of-way corner clip at the intersection of the east right-of-way line of Silverglen Drive (60-foot wide right-of-way) and the existing south right-of-way line of Mapleshade Lane (a variable width right-of-way);

THENCE with said right-of-way corner clip, North, $46^{\circ} 13' 31''$ East, a distance of 20.77 feet to a 1/2-inch iron rod found for corner in the said existing south right-of-way line of Mapleshade Lane;

THENCE with the said existing south right-of-way line of Mapleshade Lane, the following courses and distances:

South, $87^{\circ} 34' 57''$ East, a distance of 19.29 feet to a 1/2-inch iron rod found for corner;

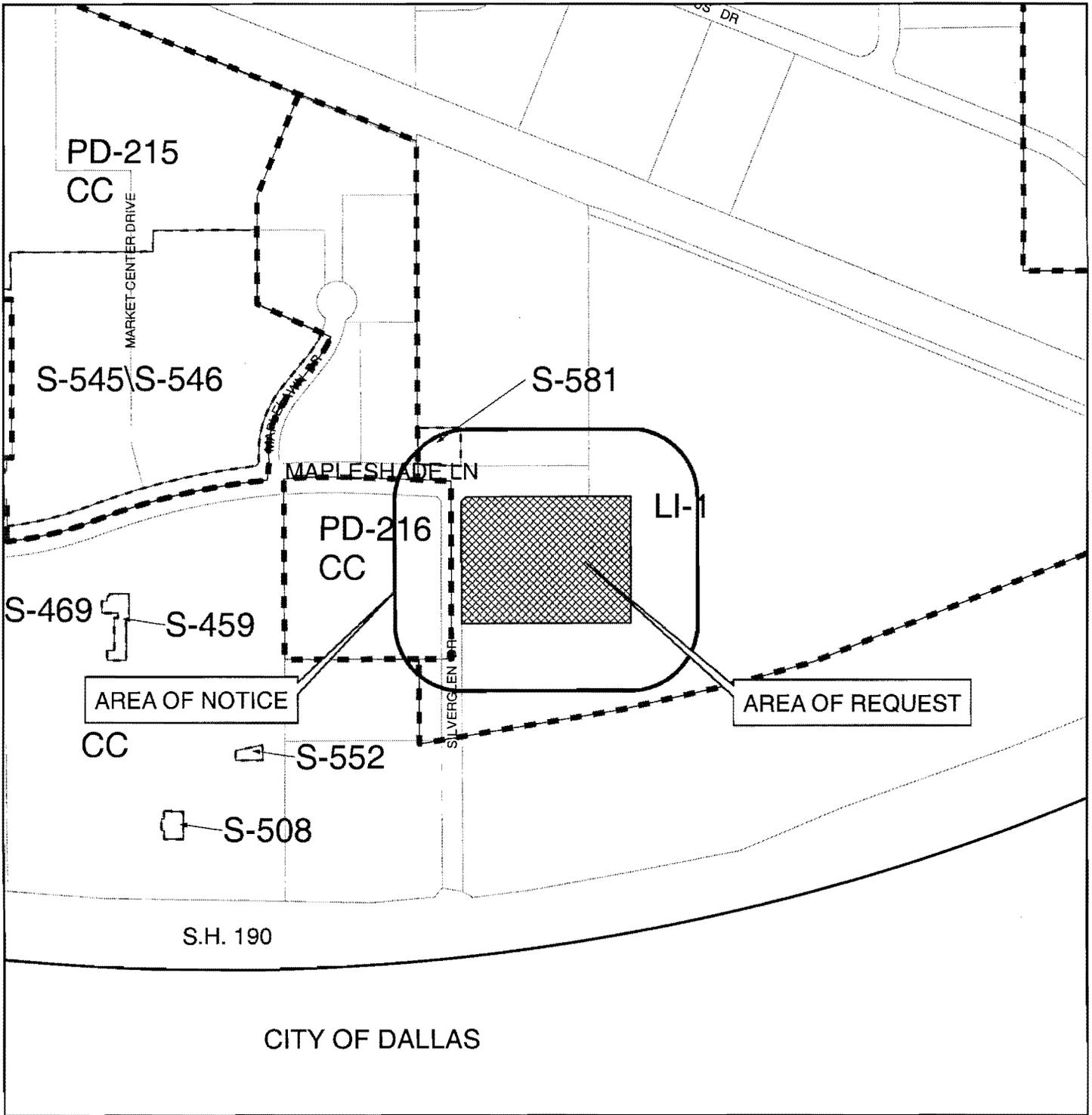
North, $03^{\circ} 20' 59''$ West, a distance of 1.70 feet to a 1/2-inch iron rod found for corner;

South, $89^{\circ} 57' 00''$ East, at a distance of 351.04 feet passing a 1/2-inch iron rod with cap found for the southeast terminus of said existing south right-of-way line of Mapleshade Lane, continuing with the proposed south right-of-way line of Mapleshade Lane for a total distance of 475.84 feet to a point for corner;

THENCE departing the said proposed south right-of-way line of Mapleshade Lane, South, $00^{\circ} 02' 00''$ West, a distance of 380.00 feet to a point for corner;

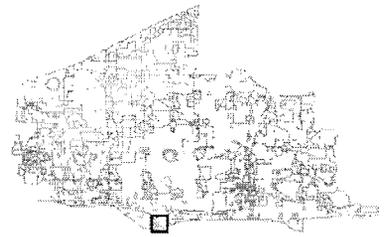
THENCE North, $89^{\circ} 57' 00''$ West, a distance of 510.00 feet to a point for corner in the said east right-of-way line of Silverglen Drive;

THENCE with the said east right-of-way line of Silverglen Drive, North, $00^{\circ} 02' 00''$ East, a distance of 364.72 feet to the POINT OF BEGINNING and CONTAINING 4.446 acres or 193,654 square feet of land.



Zoning Case #: 2012-23

Existing Zoning: LIGHT INDUSTRIAL-1/
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT



○ 200' Notification Buffer

DATE: August 21, 2012
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of August 20, 2012

**AGENDA ITEM NO. 9A - PUBLIC HEARING
ZONING CASE 2012-24
APPLICANT: BETTY MERRIMAN**

Request to rezone 34.0± acres located north of the intersection of Jeker Drive and Merriman Drive **from** Agricultural and Estate Development **to** Single-Family Residence-6. Zoned Agricultural and Estate Development.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: September 10, 2012 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

JH/sf

xc: Betty Merriman
Jim Douglas, Douglas Properties Inc

CITY OF PLANO
PLANNING & ZONING COMMISSION

August 20, 2012

Agenda Item No. 9A

Public Hearing: Zoning Case 2012-24

Applicant: Betty Merriman

DESCRIPTION:

Request to rezone 34.0± acres located north of the intersection of Jeker Drive and Merriman Drive **from** Agricultural and Estate Development **to** Single-Family Residence-6. Zoned Agricultural and Estate Development.

REMARKS:

The applicant is requesting to rezone 34.0± acres **from** Agricultural (A) and Estate Development (ED) **to** Single-Family Residence-6 (SF-6). The subject property is currently a farm. The existing A district is intended to provide for farming, dairying, pasturage, horticulture, animal husbandry, and the necessary accessory uses for the packing, treating, or storing of produce. It is anticipated that all A districts will be changed to other zoning classifications as the city proceeds toward full development. The existing ED district is intended to provide areas for single-family development in a rural or ranch-like setting or where topography and/or utility capacities limit the use of the land. Provisions are made for limited ranching pursuits as well as those uses necessary and incidental to single-family living. Accessory dwelling units are permitted for use by family members.

The requested zoning is SF-6. The SF-6 district is intended to provide for small-lot, urban, single-family development protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living.

Surrounding Land Use and Zoning

The property to the north is zoned ED and is developed as Plano East Senior High School. To the south of the subject property, across Merriman Drive, are single-family residences zoned Single-Family Residence-9 (SF-9). To the east of the subject property is a creek and undeveloped land located within the City of Parker.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Residential and Major Parks and Recreation. The Future Land Use Plan does not distinguish amongst residential zoning districts and densities. Therefore, the requested SF-6 zoning district is in conformance with the Future Land Use Plan. Additionally, the companion concept plan shows that the applicant intends to dedicate the eastern portion of the subject property that is within the floodplain to the city for park purposes, which is also consistent with the Future Land Use Plan and Master Park Plan recommendations.

Adequacy of Public Facilities - Water and sanitary sewer services are available to service the subject property via extensions of existing services from the adjacent properties to the north and to the south. Additionally, sanitary sewer service exists along the eastern portion of the subject property.

School Capacity - The proposed development is located within the Plano Independent School District (PISD). Based on current alignments, students would feed into Dooley Elementary, Armstrong Middle School, Williams High School, and Plano East Senior High School (PESH). PISD has determined that Dooley Elementary, Armstrong Middle School, and Williams High School have capacity available; however, PESH is currently at capacity.

Public Safety Response Time - The proposed residential subdivision should not pose any significant additional impact on the Fire Department.

Access to and Availability of Amenities and Services - The eastern portion of the subject property is within the 100-year floodplain, and the developer proposes to dedicate the land to the city for park purposes consistent with the city's park land reimbursement ordinance. There is also a hike and bike trail system that presently ends southwest of the subject property, and this trail will be extended northward through the future park land. Therefore, the future residential development will have access to park amenities.

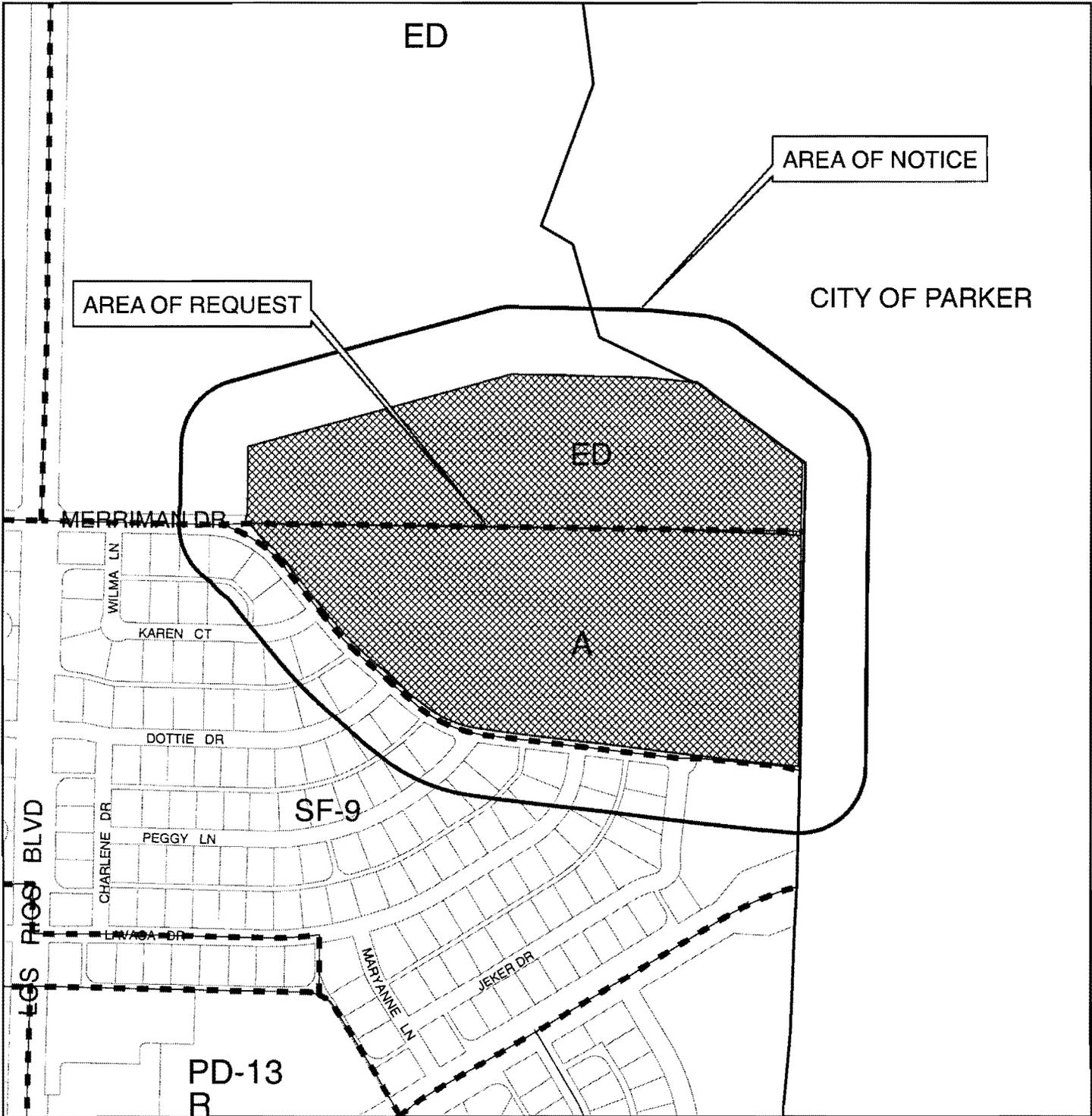
The proposed residential development is within the Harrington Library service area, and the library has the ability to serve additional patrons.

Summary

The applicant is requesting to rezone the subject property, an existing farm that comprises 34.0± acres located north of the intersection of Jeker Drive and Merriman Drive, from A and ED to SF-6. All Agricultural zoned areas are anticipated to be rezoned to other zoning classifications. The Future Land Use Plan primarily designates the subject property as Residential and Major Parks and Recreation. The requested SF-6 zoning district is consistent with the Future Land Use Plan. Additionally, the applicant intends to dedicate the eastern portion of the subject property to the city for park purposes consistent with the Future Land Use Plan and Master Park Plan. The requested residential zoning is consistent with the neighboring residential uses to the south. For these reasons, staff is in support of this zoning request.

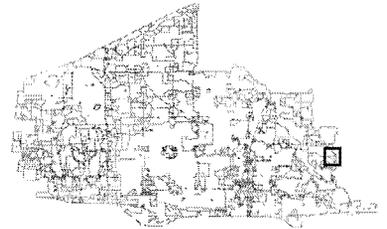
RECOMMENDATION:

Recommended for approval.

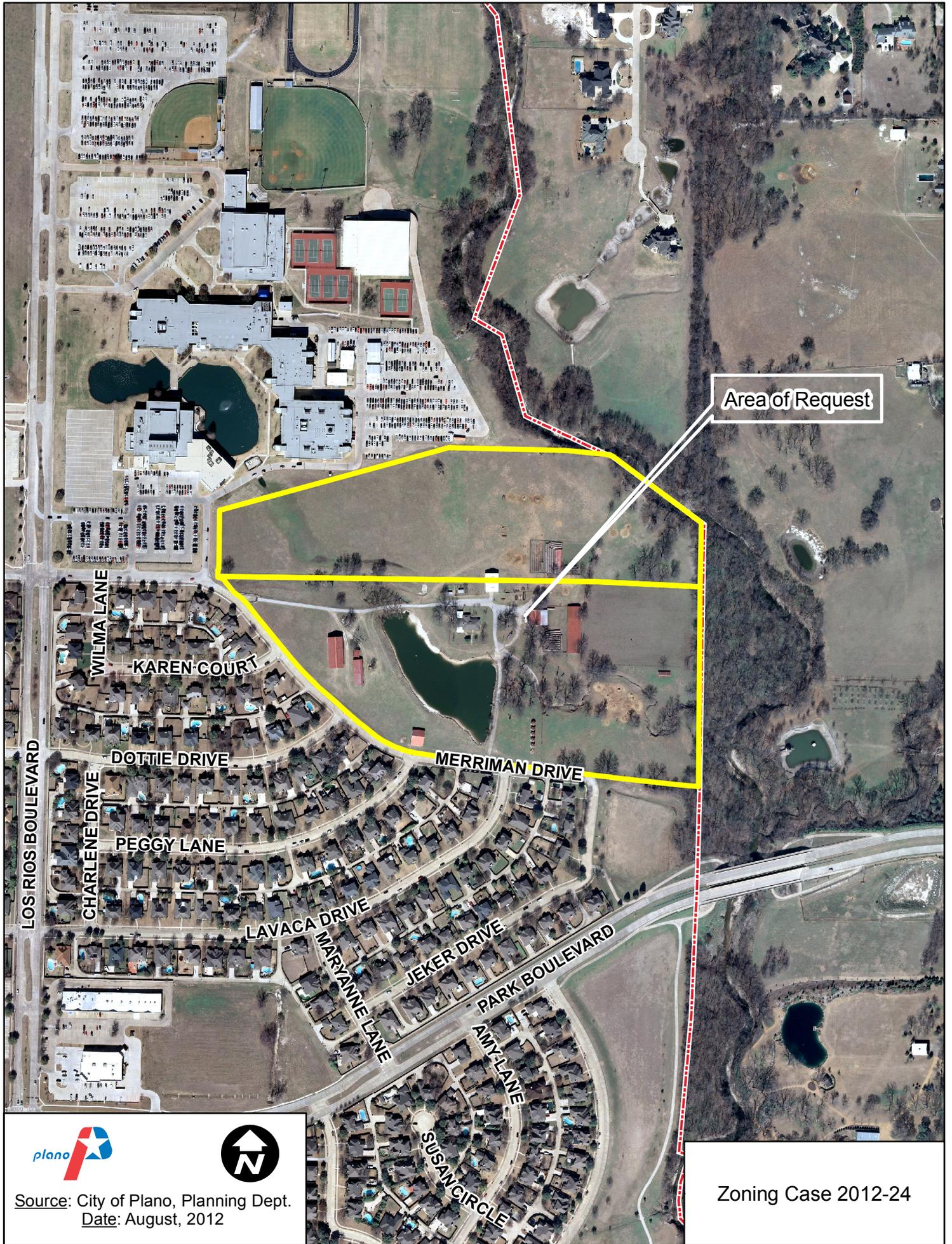


Zoning Case #: 2012-24

Existing Zoning: AGRICULTURAL & ESTATE DEVELOPMENT



○ 200' Notification Buffer



Area of Request

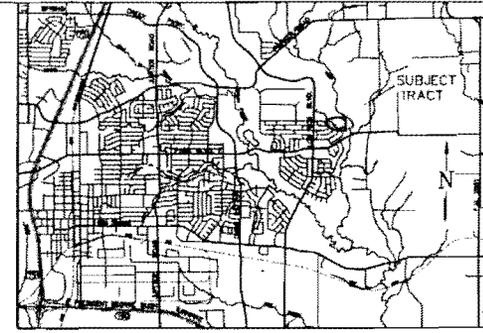
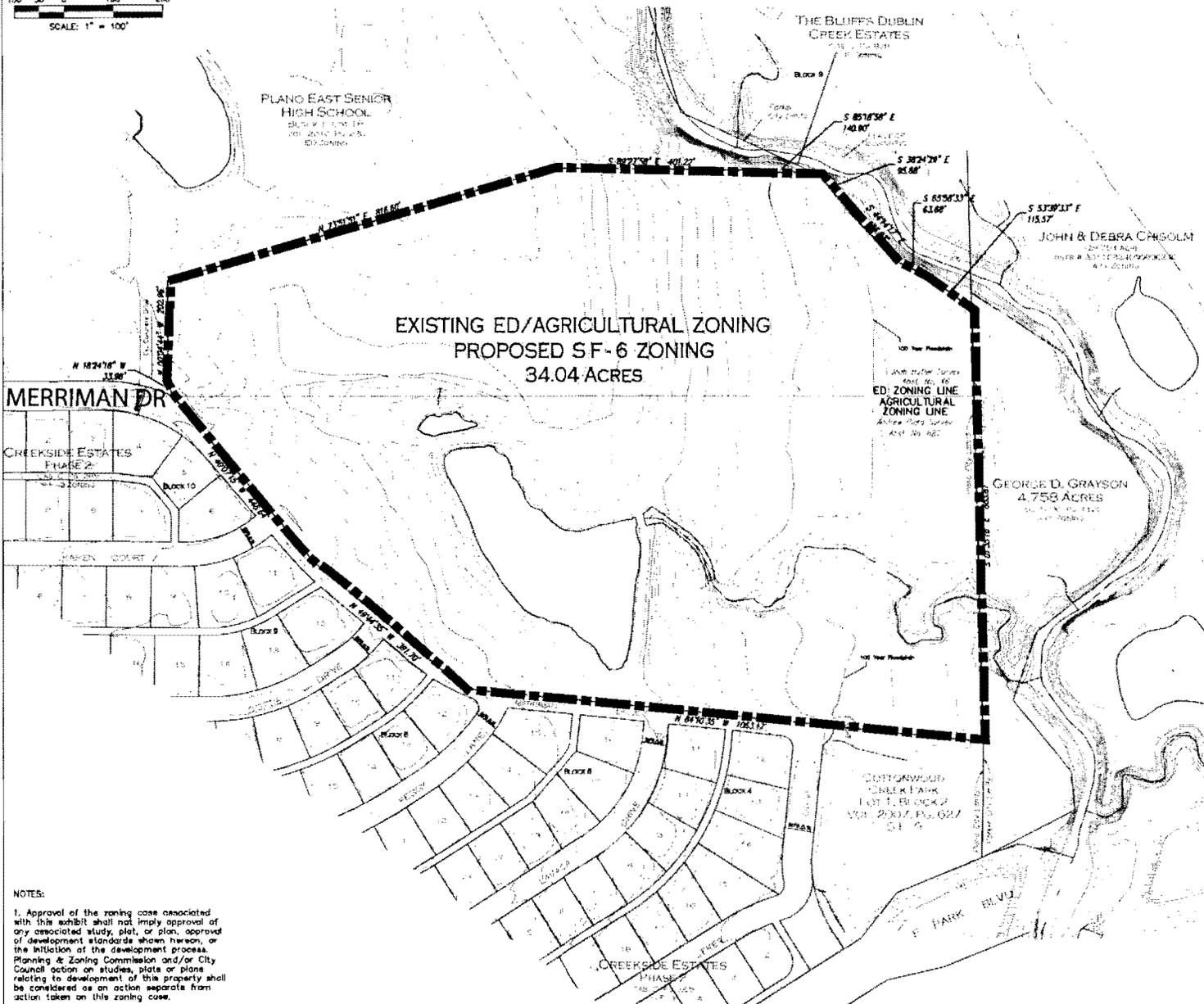


Source: City of Plano, Planning Dept.
Date: August, 2012

Zoning Case 2012-24



100 50 0 100 200
SCALE: 1" = 100'



LOCATION MAP

EXHIBIT DESCRIPTION

This zoning exhibit is submitted for the purpose of changing the zoning classification of the subject tract from ED/Agricultural to SF-6 (Single-Family Detached) zoning. The subject tract is located in the Merriman Estates, being 34.04 acres in the J. Butler Survey, Abstract No. 46 and Andrew Piaro Survey, Abstract No. 687, City of Plano, Collin County, Texas.

The subject tract is currently zoned ED/Agricultural. The proposed SF-6 zoning is consistent with the surrounding residential zoning in the area. The change is necessary to allow for the development of single-family detached homes on the subject tract.

The following information is provided for your information:

- The subject tract is 34.04 acres in size.
- The subject tract is bounded by Merriman Drive to the north and west, and by the Creek to the east and south.
- The subject tract is currently zoned ED/Agricultural.
- The proposed zoning is SF-6 (Single-Family Detached).
- The change is necessary to allow for the development of single-family detached homes on the subject tract.

**ZC-2012-24
ZONING EXHIBIT
MERRIMAN ESTATES
BEING 34.04 ACRE IN THE
J. BUTLER SURVEY, ABSTRACT NO. 46
ANDREW PIARO SURVEY, ABSTRACT NO. 687
CITY OF PLANO, COLLIN COUNTY, TEXAS
AUGUST 13, 2012**

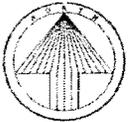
OWNER
BETTY MERRIMAN
4325 Merriman Drive - Plano, Texas 75074
877-567-1314

DEVELOPER
DOUGLAS PROPERTIES INC.
2309 Avenue K - Suite 101 - Plano, Texas 75074
Jim Douglas (972-422-1656)

TIPTON ENGINEERING, INC.
2309 Avenue K - Suite 101 - Plano, Texas 75074
Richard Howes (972-422-1656)

NOTES:

1. Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approved of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.



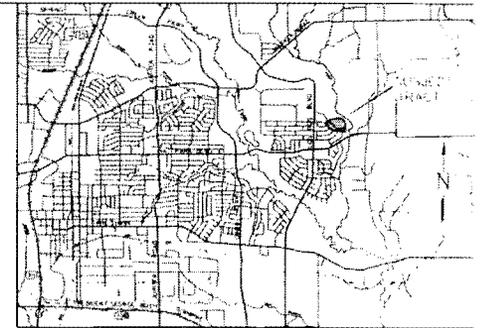
SCALE: 1" = 100'

LEGEND FOR ABBREVIATIONS

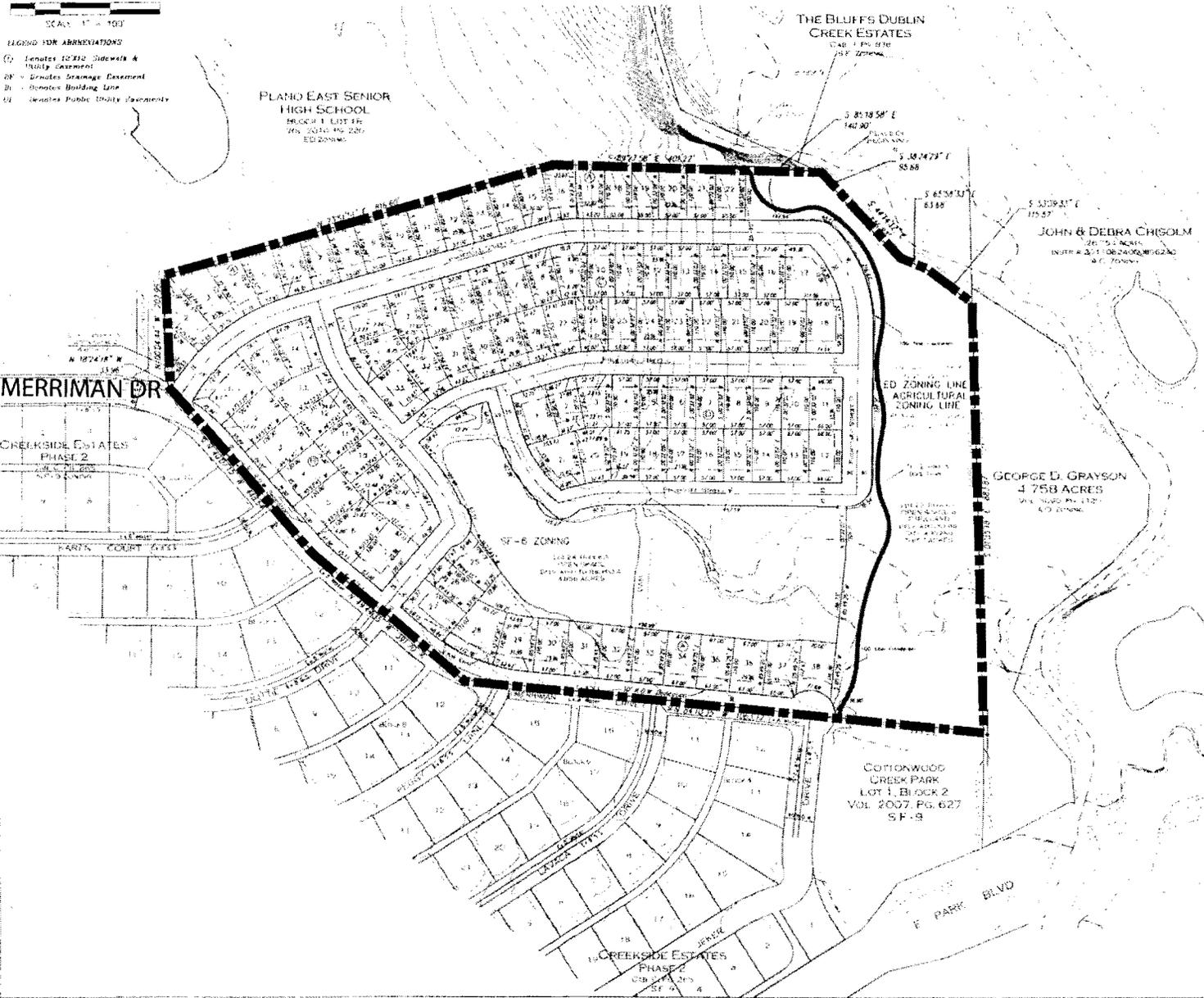
- (S) Denotes 12" Sidewalk & Utility Caisement
- DP - Denotes Drainage Easement
- DL - Denotes Building Line
- EU - Denotes Public Utility Easements

PLANO EAST SENIOR HIGH SCHOOL
BLOCK 1, LOT 1E
7/26/2010 PG. 226
ED 2006-0

THE BLUFFS DUBLIN CREEK ESTATES
DAB 1 PG. 618
D.F. 2006-0



LOCATION MAP



Block #	Parcel Area	Area	Block #	Area	
1	7804.31	1	17201.78	19	8270.00
2	8718.27	2	9110.20	20	8270.00
3	7330.08	3	9080.00	21	8270.00
4	8808.87	4	8000.00	22	8270.00
5	8333.74	5	9000.00	23	8270.00
6	8270.00	6	9828.51	24	8270.00
7	8270.00	7	9880.00	25	8270.00
8	8050.00	8	11880.95	26	8270.00
9	8270.00	9	8764.87	27	8270.00
10	8270.00	10	8270.00	28	8270.00
11	8270.00	11	8270.00	29	8270.00
12	8270.00	12	8270.00	30	8270.00
13	8000.00	13	8270.00	31	8270.00
14	8050.00	14	8270.00	32	8270.00
15	8270.00	15	8270.00	33	8270.00
16	8270.00	16	8270.00	34	8270.00
17	8270.00	17	8270.00	35	8270.00
18	8270.00	18	8270.00	36	8270.00
19	8270.00	19	8270.00	37	8270.00
20	8270.00	20	8270.00	38	8270.00
21	8270.00	21	8270.00	39	8270.00
22	8270.00	22	8270.00	40	8270.00
23	8270.00	23	8270.00	41	8270.00
24	8270.00	24	8270.00	42	8270.00
25	8270.00	25	8270.00	43	8270.00
26	8270.00	26	8270.00	44	8270.00
27	8270.00	27	8270.00	45	8270.00
28	8270.00	28	8270.00	46	8270.00
29	8270.00	29	8270.00	47	8270.00
30	8270.00	30	8270.00	48	8270.00
31	8270.00	31	8270.00	49	8270.00
32	8270.00	32	8270.00	50	8270.00
33	8270.00	33	8270.00	51	8270.00
34	8270.00	34	8270.00	52	8270.00
35	8270.00	35	8270.00	53	8270.00
36	8270.00	36	8270.00	54	8270.00
37	8270.00	37	8270.00	55	8270.00
38	8270.00	38	8270.00	56	8270.00
39	8270.00	39	8270.00	57	8270.00
40	8270.00	40	8270.00	58	8270.00
41	8270.00	41	8270.00	59	8270.00
42	8270.00	42	8270.00	60	8270.00
43	8270.00	43	8270.00	61	8270.00
44	8270.00	44	8270.00	62	8270.00
45	8270.00	45	8270.00	63	8270.00
46	8270.00	46	8270.00	64	8270.00
47	8270.00	47	8270.00	65	8270.00
48	8270.00	48	8270.00	66	8270.00
49	8270.00	49	8270.00	67	8270.00
50	8270.00	50	8270.00	68	8270.00
51	8270.00	51	8270.00	69	8270.00
52	8270.00	52	8270.00	70	8270.00
53	8270.00	53	8270.00	71	8270.00
54	8270.00	54	8270.00	72	8270.00
55	8270.00	55	8270.00	73	8270.00
56	8270.00	56	8270.00	74	8270.00
57	8270.00	57	8270.00	75	8270.00
58	8270.00	58	8270.00	76	8270.00
59	8270.00	59	8270.00	77	8270.00
60	8270.00	60	8270.00	78	8270.00
61	8270.00	61	8270.00	79	8270.00
62	8270.00	62	8270.00	80	8270.00
63	8270.00	63	8270.00	81	8270.00
64	8270.00	64	8270.00	82	8270.00
65	8270.00	65	8270.00	83	8270.00
66	8270.00	66	8270.00	84	8270.00
67	8270.00	67	8270.00	85	8270.00
68	8270.00	68	8270.00	86	8270.00
69	8270.00	69	8270.00	87	8270.00
70	8270.00	70	8270.00	88	8270.00
71	8270.00	71	8270.00	89	8270.00
72	8270.00	72	8270.00	90	8270.00
73	8270.00	73	8270.00	91	8270.00
74	8270.00	74	8270.00	92	8270.00
75	8270.00	75	8270.00	93	8270.00
76	8270.00	76	8270.00	94	8270.00
77	8270.00	77	8270.00	95	8270.00
78	8270.00	78	8270.00	96	8270.00
79	8270.00	79	8270.00	97	8270.00
80	8270.00	80	8270.00	98	8270.00
81	8270.00	81	8270.00	99	8270.00
82	8270.00	82	8270.00	100	8270.00

CONCEPT PLAN
MERRIMAN ESTATES
 104 Lots @ SF-6 STANDARDS AND
 2 OPEN SPACE LOT DEDICATED TO THE H.O.A.
 1 OPEN SPACE/PARKLAND LOT
 DEDICATED TO THE CITY OF PLANO
 BEING 34.04 ACRE IN THE
 J. BUTLER SURVEY, ABSTRACT NO. 46
 ANDREW PIARO SURVEY, ABSTRACT NO. 687
 CITY OF PLANO, COLLIN COUNTY, TEXAS
 AUGUST 15, 2012

OWNER: **BETTY MERRIMAN**
 DEVELOPER: **DOUGLAS PROPERTIES, INC.**
 4303 Merriman Drive - Plano, Texas 75091
 2305 Avenue K - Suite 101 - Plano, Texas 75074
 972-361-1314 972-361-1314

TIPTON ENGINEERING, INC.
 ENGINEERING SURVEYING PLANNING
 1330 McKinney Ave - Suite 100 - Dallas, Texas 75201 (972) 246-7967
 Richard J. Hoviss (rjhoviss@tiptoneng.com)

Zoning Case 2012-24

An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 34.0± acres of land out of the Joab Butler Survey, Abstract No. 46 and the Andrew Piara Survey, Abstract No. 687, located north of the intersection of Jeker Drive and Merriman Drive, in the City of Plano, Collin County, Texas, from Agricultural and Estate Development to Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 10th day of September, 2012, for the purpose of considering rezoning 34.0± acres of land out of the Joab Butler Survey, Abstract No. 46 and the Andrew Piara Survey, Abstract No. 687, located north of the intersection of Jeker Drive and Merriman Drive, in the City of Plano, Collin County, Texas, from Agricultural and Estate Development to Single-Family Residence-6; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 10th day of September, 2012; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 34.0± acres of land out of the Joab Butler Survey, Abstract No. 46 and the Andrew Piara Survey, Abstract No. 687, north of the intersection of Jeker Drive and Merriman Drive, in the City of Plano, Collin County, Texas, from Agricultural and Estate Development to Single-Family Residence-6, said property being described in the legal description on Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

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

Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 10TH DAY OF SEPTEMBER, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2012-24

BEING all of a tract of land situated in the Joab Butler Survey, Abstract No. 46, and the Andrew Piara Survey, Abstract No. 687, as conveyed to Betty Merriman according to the warranty deed recorded in CCF No. 93-0056888, City of Plano, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner at the southeast corner of Plano East Senior High School Addition, Lot 1R, Block 1, as recorded in Volume 2010, Page 220, Plat Records of Collin County, Texas and the westerly line of Lot 8, Dublin Creek Estates "The Bluffs" as recorded in Cabinet J, Page 838, Plat Records of Collin County, Texas.

THENCE, with the west line of said Dublin Creek Estates "The Bluffs" the following:

South, 38° 24' 29" East, a distance of 95.68 feet to a point for corner;

South, 44° 14' 17" East, a distance of 136.83 feet to a point for corner;

South, 65° 58' 33" East, a distance of 63.68 feet to a point for corner;

South, 53° 39' 33" East, a distance of 115.57 feet to a point for corner, said point being the most westerly line of George Grayson tract of land as recorded in Volume 5090, Page 1120, according to the C.C.D.R.T.;

THENCE, South, 01° 35' 18" East, a distance of 883.87 feet to the northeast corner of Lot 1, Block 2, of Cottonwood Creek Park as recorded in Volume 2007, Page 627, Plat Records of Collin County, Texas;

THENCE, North, 84° 10' 35" West, a distance of 301.32 feet to a 5/8-inch iron rod, said point being the southeast corner of Creekside Estates Phase 2, Plat Records of Collin County, Texas, also being the centerline of Merriman Drive (a 60-foot right-of-way) continuing a total distance of 1,063.17 feet to a point for corner;

THENCE, North, 49° 44' 35" West, continuing along said centerline of Merriman Drive, a distance of 391.70 feet to a point for corner;

THENCE, North, 40° 07' 15" West, continuing along said centerline of Merriman Drive, a distance of 448.64 feet to the most southerly line of said Plano East Senior High School Addition, to a point for corner;

THENCE, with the southerly line of said Plano East Senior High School Addition, the following:

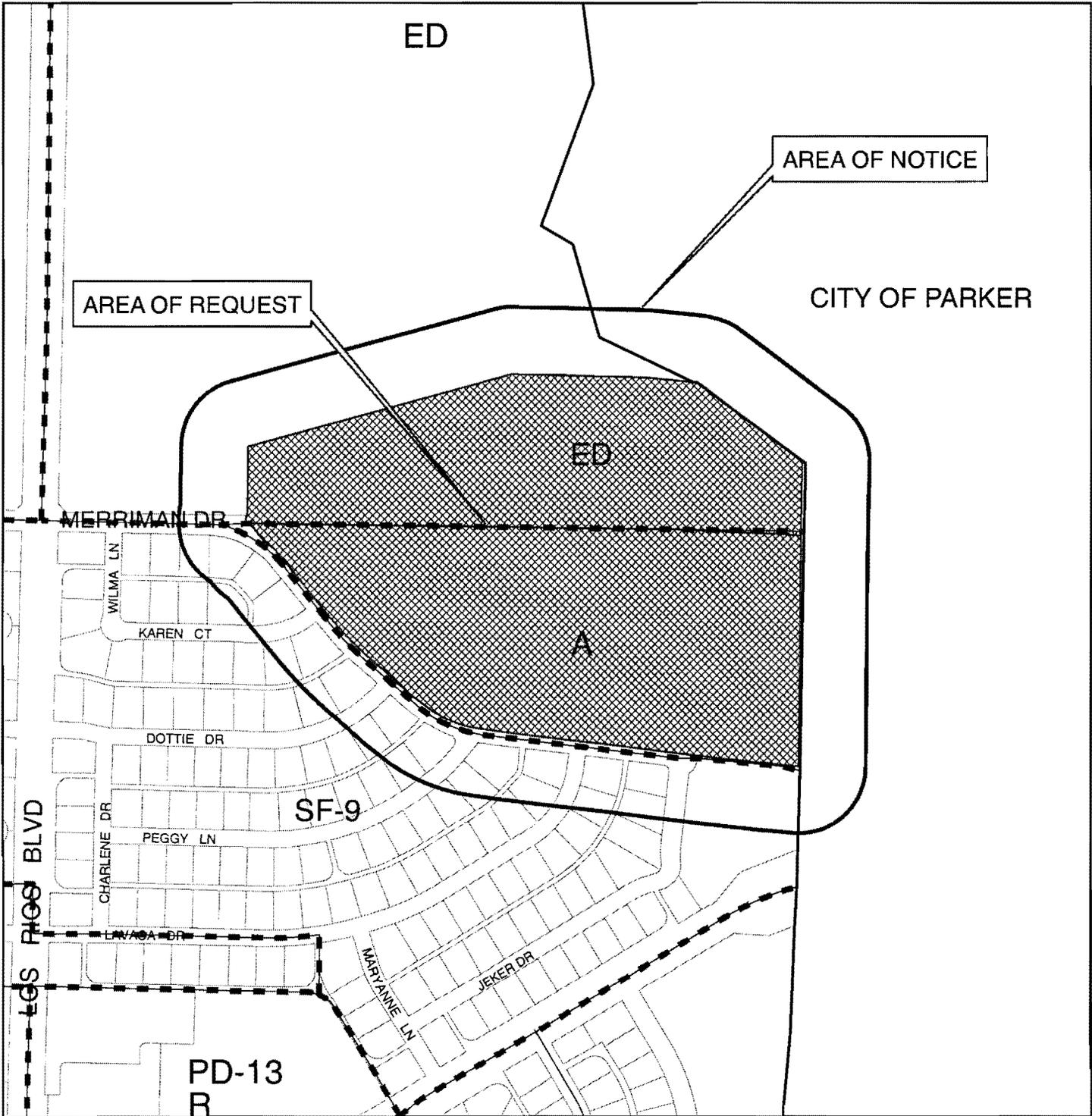
North, 18° 24' 18" West, a distance of 33.96 feet to a point for corner;

North, 00° 04' 44" West, a distance of 202.96 feet to a point for corner;

North, 73° 51' 51" East, a distance of 816.60 feet to a point for corner;

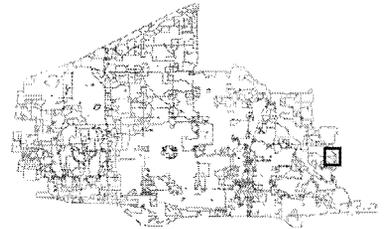
South, 89° 27' 58" East, a distance of 401.22 feet to a point for corner;

South, 85° 18' 58" East, a distance of 140.90 feet to the PLACE OF BEGINNING
and CONTAINING 1,482,917 square feet or 34.043 acres of land.



Zoning Case #: 2012-24

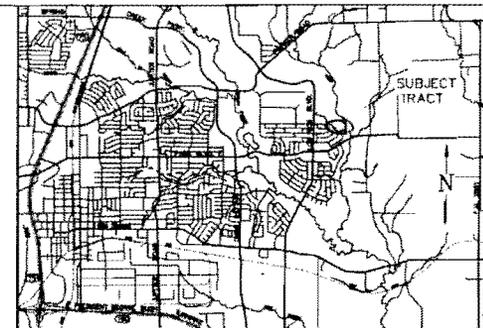
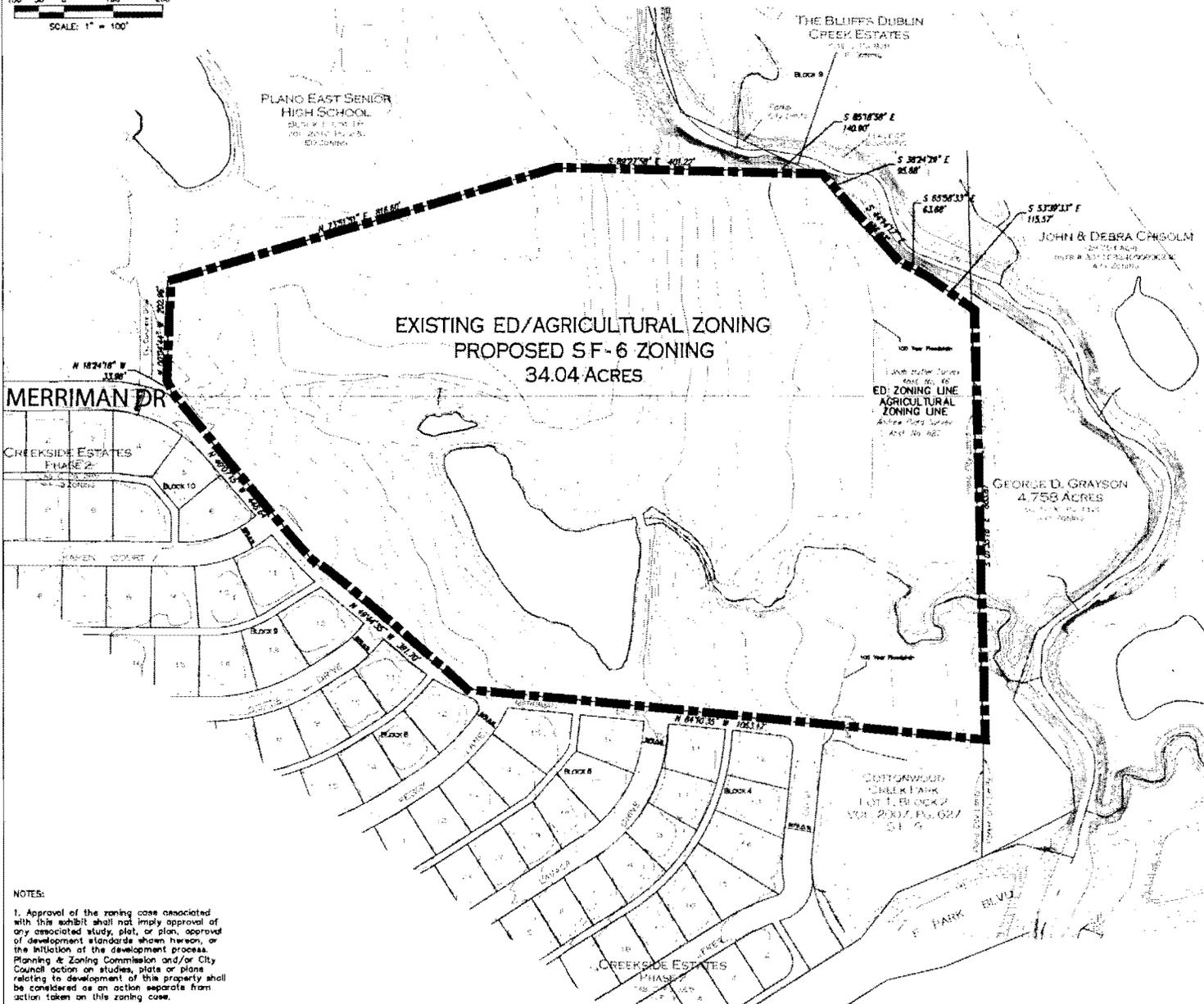
Existing Zoning: AGRICULTURAL & ESTATE DEVELOPMENT



○ 200' Notification Buffer



100 50 0 100 200
SCALE: 1" = 100'



LOCATION MAP

EXHIBIT NOTES

1. This zoning exhibit is submitted for the purpose of changing the zoning classification of the subject tract from ED (Existing Development) to SF-6 (Single-Family Detached) zoning.

2. The subject tract is located within the Merriman Estates, which is a subdivision of the J. Butler Survey, Abstract No. 46 and the Andrew Piaro Survey, Abstract No. 687, both located in the City of Plano, Collin County, Texas.

3. The subject tract is currently zoned ED (Existing Development) and is being proposed for rezoning to SF-6 (Single-Family Detached) zoning.

4. The proposed rezoning is consistent with the Comprehensive Zoning Ordinance of the City of Plano, Texas, and the Comprehensive Zoning Ordinance of Collin County, Texas.

5. The proposed rezoning is based on the following findings:

- (a) The subject tract is suitable for single-family detached residential development.
- (b) The proposed rezoning is in the best interests of the City of Plano and Collin County.
- (c) The proposed rezoning is consistent with the Comprehensive Zoning Ordinance of the City of Plano and Collin County.

6. The proposed rezoning is subject to the following conditions:

- (a) The applicant shall provide a site plan showing the proposed lot layout and setbacks.
- (b) The applicant shall provide a site plan showing the proposed driveway layout and setbacks.
- (c) The applicant shall provide a site plan showing the proposed landscaping and tree preservation plan.
- (d) The applicant shall provide a site plan showing the proposed parking and access to the subject tract.

7. The proposed rezoning is subject to the following requirements:

- (a) The applicant shall provide a site plan showing the proposed lot layout and setbacks.
- (b) The applicant shall provide a site plan showing the proposed driveway layout and setbacks.
- (c) The applicant shall provide a site plan showing the proposed landscaping and tree preservation plan.
- (d) The applicant shall provide a site plan showing the proposed parking and access to the subject tract.

**ZC-2012-24
ZONING EXHIBIT
MERRIMAN ESTATES**

BEING 34.04 ACRE IN THE
J. BUTLER SURVEY, ABSTRACT NO. 46
ANDREW PIARO SURVEY, ABSTRACT NO. 687
CITY OF PLANO, COLLIN COUNTY, TEXAS
AUGUST 13, 2012

OWNER
BETTY MERRIMAN
4325 Merriman Drive - Plano, Texas 75074
877-567-1314

DEVELOPER
DOUGLAS PROPERTIES INC.
2309 Avenue K - Suite 101 - Plano, Texas 75074
Jim Douglas (972-422-1656)

TIPTON ENGINEERING, INC.
ENGINEERING - SURVEYING - PLANNING
1330 Broadway Blvd - Suite C - Garland, Texas 75042 - (972) 234-2940
Richard Howes (rhowes@tptoneng.com)

NOTES:

1. Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plot, or plan, approved of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plots or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.



**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:		9/10/12		
Department:		City Secretary		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): Alice Snyder, Ext. 7515				
CAPTION				
A Resolution of the Plano City Council appointing a board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code 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: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	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: Appointing a member to the Dallas Area Rapid Transit Authority (DART) Board of Directors relates to the City's Goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
List of Supporting Documents: Resolution			Other Departments, Boards, Commissions or Agencies	

A Resolution of the Plano City Council appointing a board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date.

WHEREAS, Chapter 452 of the Texas Transportation Code provides for the appointment of board members to DART; and

WHEREAS, the Plano City Council desires to appoint a full DART board member to represent the City of Plano for a term to begin July 1, 2012 and has duly considered candidates.

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

Section I. The City of Plano appoints _____ to serve as the full DART Board Member to represent the City of Plano for the term beginning on July 1, 2012.

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

DULY PASSED AND APPROVED this the 10th day of September 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:		9/10/12			
Department:		City Secretary			
Department Head		Diane Zucco			
Agenda Coordinator (include phone #): Alice Snyder, Ext. 7515					
CAPTION					
A Resolution of the Plano City Council affirming the appointment of a shared board member with the City of Farmers Branch to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code 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:	2011-12	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: Appointing a joint member to the Dallas Area Rapid Transit Authority (DART) Board of Directors relates to the City's Goal of Partnering for Community Benefit.					
SUMMARY OF ITEM					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution					

A Resolution of the Plano City Council affirming the appointment of a shared board member with the City of Farmers Branch to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date.

WHEREAS, Chapter 452 of the Texas Transportation Code provides for the appointment of board members to DART; and

WHEREAS, the Plano City Council has duly considered candidates for the fractional allocation for a shared member with the City of Farmers Branch.

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

Section I. The City of Plano affirms, with the concurrence of the City of Farmers Branch, the selection of _____ as the shared DART Board Member. Such term shall begin on July 1, 2012, and this appointment shall make use of Plano's additional fractional allocation for a board member, subsequent to a previous agreement with the named city.

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

DULY PASSED AND APPROVED this the 10th day of September 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY