

# CITY COUNCIL

1520 AVENUE K



DATE: 6/28/2016  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Rabbi Michael Kushnick  
Congregation Anshai Torah  
PLEDGE OF ALLEGIANCE:

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 THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b> PROCLAMATION: July is Parks and Recreation Month. PRESENTATION: The City of Plano has received the Governor's Community Achievement Award.</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b> <b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p> <p><b><u>CONSENT AGENDA</u></b> <b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p> <p><b><u>Approval of Minutes</u></b> June 13, 2016</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p>	
(b)	Rescind award of Bid No. 2016-0230-C Reinforcing Steel to CMC Construction Services.	
(c)	Bid No. 2016-0233-C for a one (1) year contract with two (2) one-year City optional renewals for Neighborhood Parks Site Litter Removal for the Parks and Recreation Department to Premier Building Maintenance, Inc. in the estimated amount of \$133,224 for the first year, and the subsequent renewals in the estimated annual amounts of \$136,344 for the second year and \$138,996 for the third year for an estimated total contract amount of \$408,564; and authorizing the City Manager to execute all necessary documents.	
	<p><b><u>Approval of Change Order</u></b></p>	
(d)	To Infrastructure Rehabilitation USA, Inc., increasing the contract by \$125,659 for the Public Works Department's Sanitary Sewer Manhole Lining Contract, Project No. 6463, Change Order No. 1; and authorizing the City Manager to execute all necessary documents. Bid No. 2016-0125-B.	
	<p><b><u>Approval of Expenditure</u></b></p>	
(e)	To approve an expenditure for conducted energy weapons (CEWs) and CEW accessories for the Police Department in the amount of \$97,692 from Taser International; and authorizing the City Manager to execute all necessary documents.	
	<p><b><u>Approval of Request</u></b></p>	
(f)	To approve a request for a Parking Reduction Program for data center on one lot on 11.0 acres located on the west side of Communications Parkway, 1,900 feet south of Tennyson Parkway. Zoned Commercial Employment. Project# RPSP2016-005. Applicant: Skybox Legacy, L.P.	
	<p><b><u>Adoption of Resolutions</u></b></p>	
(g)	To approve the terms and conditions of an Economic Development Incentive Agreement by and between CompuCom Systems, Inc., a Delaware corporation, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.	
(h)	To approve the terms and conditions of the First Amendment to the Economic Development Incentive Agreement by and between the City of Plano and SWC Tollway & 121, LLC, a Delaware limited liability company, executed on December 17, 2015 for the construction and installation of certain public infrastructure and improvements within the public rights-of way within and near the Legacy West development; authorizing its execution by the City Manager; and providing an effective date.	
(i)	To approve a revised Animal Services Fee Schedule to reflect fees for current and new services and programs; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(j)	To ratify an expenditure pursuant to an existing contract by and between Cellco Partnership d/b/a Verizon Wireless and Its Related Entities and the City of Plano, Contract 2012-251-O, for voice and data services in the amount of \$99,272; approving the execution of all necessary documents by the City Manager; and providing an effective date.	
(k)	To ratify the expenditure of funds in the amount of \$176,105 to HD Supply Waterworks, LTD for de-chlorinator tablets; authorizing the execution of any and all documents in connection therewith by the City Manager; and providing an effective date.	
(l)	To ratify the expenditure of funds in the amount of \$182,139 to Legacy Contracting, LP, dba Control Specialist Services, LP for providing additional water and wastewater pumping facilities maintenance; authorizing the execution of any and all documents in connection therewith by the City Manager; and providing an effective date.	
(m)	To certify that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Project Funding Assistance Program as provided by the Collin County Commissioners Court; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Project Funding Assistance Program; certifying that the Cottonwood Creek Trail Extension from Stoney Hollow Park to East Park Blvd has been dedicated for public park and recreational uses; and providing an effective date.	
(n)	To ratify the expenditure of \$268,231 for Change Order No. 4 to Turner Construction Company for the Construction Manager at Risk (CMAR) contract for the construction of Jack Carter Pool, Project No. 6587, Original Bid No. 2015-105-B; approving its execution by the City Manager; and providing an effective date.	
(o)	To approve the terms and conditions of a customer electricity supply agreement by and between the City of Plano and Reliant Energy Retail Services, L.L.C., a Delaware limited liability company; authorizing its execution by the City Manager; authorizing the Director of Finance to evaluate and execute a fixed price Energy Transaction Confirmation at an acceptable rate not to exceed \$0.041 per kilowatt hour for the five-year term beginning January 1, 2018; authorizing the Director of Finance to renew the customer electricity supply agreement for an additional four-year term and select block and index pricing if in the best interests of the City at an acceptable rate not to exceed a fixed price of \$0.045 per kilowatt hour; and providing an effective date.	
(p)	<p><b><u>Adoption of Ordinances</u></b></p> <p>To repeal Ordinance No. 2009-2-13 codified as Chapter 4, Animal Regulations of the City of Plano Code of Ordinances and adopting a new Chapter 4, Animal Regulations of the City of Plano Code of Ordinances; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date.</p>	
(q)	To repeal a certain section entitled "Animal Services Fees" in Ordinance No. 2014-1-20; and providing a repealer clause, a severability clause, a savings clause, and an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(r)	To adopt and enact Supplement Numbers 114 and 115 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.	
(s)	To amend Section 21-137, Nonstandard evaporative cooling tower meters, Article IV, Chapter 21, Utilities, of the Code of Ordinances of the City of Plano; providing for the definition and establishment of sewer charges for standard and nonstandard evaporative cooling towers as well as their installation, reading, and testing; and providing a repealer clause, a severability clause, a savings clause and an effective date.	
(t)	To amend Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to amend the prima facie maximum speed limit for motor vehicles operating on Jupiter Road within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.	
<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p>		
<p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p>		
<p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>		
(1)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2016-017 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 11 so as to allow the additional use of New Automobile Dealer on 0.1 acre of land located on the east side of Windrose Avenue, 1,450 feet south of Headquarters Drive, in the City of Plano, Collin County, Texas, presently zoned Planned Development-65-Central Business-1; 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: Legacy West Investors, LP	



ITEM NO.	EXPLANATION	ACTION TAKEN
(2)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2016-015 to amend Section 8.200 (Terms Defined) of Article 8 (Definitions), Sections 14.100 (Residential Districts Use Table), 14.200 (Nonresidential Districts Use Table), and 14.300 (Use Table Notes) of Article 14 (Allowed Uses and Use Classifications), and Section 15.900 (Outdoor Athletic Facilities) of Article 15 (Use-specific Regulations) of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, pertaining to service yards in public parks and fencing of outdoor recreation facilities; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: City of Plano	
(3)	Public Hearing and consideration of a Resolution to approve the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney and the Collin County Sheriff's Office for the disbursement of the 2016 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager; and providing an effective date.	
(4)	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.	
(5)	<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/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/28/2016		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PROCLAMATION: July is Parks and Recreation Month.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/28/2016		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
Presentation: The City of Plano has received the Governor's Community Achievement Award.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
June 13, 2016**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem  
Rick Grady  
Ron Kelley  
Tom Harrison  
David Downs

**COUNCIL MEMBERS ABSENT**

Angela Miner

**STAFF PRESENT**

Bruce Glasscock, City Manager  
LaShon Ross, Deputy City Manager  
Jim Parrish, Deputy City Manager  
Jack Carr, Deputy City Manager  
Mark Israelson, Assistant City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, June 13, 2016, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; and discuss Real Estate, Section 551.072; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:01 p.m. in the Senator Florence Shapiro Council Chambers.

**Consideration and action resulting from Executive Session discussion**

No items were discussed.

## **DART Report**

Faye Wilkins, member of the DART Board of Directors, presented an overview of current DART projects. She spoke to Collin County Transit Services continuing limited service for the elderly and disabled in Wylie, Fairview and Allen; the funding for the program through grants and municipal support; and potential program expansion in McKinney and rural Collin County including a taxi voucher program. Ms. Wilkins provided information on service changes in the Legacy area with new express services options. She discussed the grant application submitted to the Federal Transit Administration for the Plano Rides to Wellness program to provide a taxi voucher program for non-emergency medical and pharmacy visits. Ms. Wilkins spoke to the progress of the Cotton Belt project, platform extension project, D2 project, upcoming activities, and the Dallas Streetcar Central link project.

## **North Texas Municipal Water District Rate Presentation**

Tom Kula, Executive Director of the North Texas Municipal Water District, spoke to the District's history, service area, facilities, and infrastructure. He discussed the growth of the region including supply and demand projections. Mr. Kula provided information on the existing and planned water supply and planning for future water sources. He spoke to the Lower Bois d'Arc Creek Reservoir location, size, cost, and actions taken to reduce further delays. He stated future water supply programs concentrate on reuse and conservation.

Mr. Kula spoke to the District's wastewater program and Capacity, Management, Operations, and Maintenance (CMOM) implementation and its impact on the EPA's National Enforcement Initiative for Sanitary Sewer System Improvement. He advised it is a collaborative approach yielding positive results.

Mr. Kula discussed the increases in water costs across the nation. He spoke to the Upper East Fork Interceptor System peak in capital expenditures and total costs, the regional wastewater capital expenditures and total costs. Mr. Kula provided information on the water system capital expenditures and projected 2017 rate increase from \$2.29/1000 gallons to \$2.53/1000 gallons. In response to Council, Mr. Kula stated the contract is being evaluated by member cities to ensure its effectiveness and explained the conservation level exemption process.

## **Frontier Communications Introduction and Update**

Rhonda Lutzke, Southern Region President for Frontier Communications, provided an overview of the company, its mission, veteran support programs, and community engagement. She advised Verizon's overseas call centers were utilized during the integration and Frontier staff could be trained. Ms. Lutzke added by the end of July the staff will be 100 percent United States based. She discussed customer service process and the escalation process for unresolved issues. In response to Mayor Pro Tem Smith, Ms. Lutzke advised the call center process is being improved, several of the issues are electronic or digital due to missing identification numbers, and a glitch in the ticketing queue caused tickets to be lost. In response to Council Member Grady, she stated by the end of June most customers should have their service speeds restored to the previous level.

**Downtown Heritage Resource District Design Standards**

This item was presented during the regular meeting.

**Consideration of 2017 City Council Meeting Dates**

This item was presented during the regular meeting.

**Consent and Regular Agendas**

No items were discussed.

**Council Items for Discussion/Action on Future Agendas**

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:03 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST:

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
REGULAR SESSION  
June 13, 2016**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem  
Rick Grady  
Ron Kelley  
Tom Harrison  
David Downs

**COUNCIL MEMBERS ABSENT**

Angela Miner

**STAFF PRESENT**

Bruce Glasscock, City Manager  
LaShon Ross, Deputy City Manager  
Jim Parrish, Deputy City Manager  
Jack Carr, Deputy City Manager  
Mark Israelson, Assistant City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, June 13, 2016, at 7:03 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Senior Pastor Sam Fenceroy with Mt. Olive Church of Plano led the invocation and the Plano Chapter of The Sons of the American Revolution led the Pledge of Allegiance and Deputy Mayor Pro Tem Harris led the Texas Pledge.

Mayor LaRosiliere proclaimed Play Ball Summer and administered oath of office to Shelley Strickland, Heritage Commission and presented certificates of appreciation to Edward Acklin, Building Standards Commission and Shep Stahl, North Texas Municipal Water District Board.

**COMMENTS OF PUBLIC INTEREST**

Bill Lisle spoke to code violation procedures. Sean Moothart, Patty Snell, Scott Klopach spoke to preservation of the Collinwood House. Mark Bina spoke to the acquisition of park land.

**CONSENT AGENDA**

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

## **Approval of Minutes**

May 23, 2016  
(Consent Agenda Item “A”)

## **Approval of Expenditures**

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

**RFP No. 2016-0234-C** for a Wellness Portal for a one (1) year contract with three (3) City optional renewals to be utilized by Human Resources to Viverae, Inc. in the estimated annual amount of \$100,000; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**Bid No. 2016-0318-C** for a one (1) year contract with four (4) one-year City optional renewals for Water Hauling Services for Public Works Department to L. H. Chaney Materials, Inc. in the estimated annual amount of \$150,000; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**Bid No. 2016-0340-P** for the Pavement Maintenance Requirements Contract – Minor Repair II, with two (2) City optional renewals, Project No. 6705 for Public Works to Jim Bowman Construction Co., L.P. in the amount of \$1,291,425; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

**Bid No. 2016-0374-P** for the Brick Screening Wall Panel Replacement and Wall Repair Requirements Contract II, with two (2) City optional renewals, Project No. 6713 for Public Works to Tracon Ventures, Ltd. in the amount of \$1,598,500; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

**Bid No. 2016-0342-B** for the Residential Concrete Repair Zone I6 North, Project No. 6716, for Public Works Department to Jim Bowman Construction Co., L.P. in the amount of \$1,933,301; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

**Bid No. 2016-0226-B** for the Residential Concrete Repair Zone N4 & N5, Project 6581, for Public Works Department to Jim Bowman Construction Co., L.P. in the amount of \$3,453,611; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

**Bid No. 2016-0158-B** for the purchase of the McCall Plaza Sound System for the Parks & Recreation Department to Blue Circle Media, LLC in the amount of \$74,882; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

**Bid No. 2016-0307-C** for a one (1) year contract with one (1) one-year City optional renewal for Athletic Playing Fields and Non-Playing Fields Sod Purchase/Installation at various City locations for the Parks and Recreation Department to C. Green Scaping, LP in the estimated annual amount of \$73,520 for the first year, and the subsequent renewal in the estimated annual amount of \$20,000; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)



**Bid No. 2016-0305-B** for a Fire Suppression System for Technology Services to APS Fireco Dallas-Fort Worth, LLC, in the amount of \$138,800; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “J”)

**Rejection of Bid No. 2016-0301-B** for Municipal Center Second Floor Restroom Renovation from all Bidders. (Consent Agenda Item “K”)

### **Purchase from an Existing Contract**

To approve the purchase of one (1) CBI Model TBG 680 Horizontal Grinder for Fleet Services to be utilized by Compost Operations in the amount of \$820,000 from Powerscreen Texas, Inc. through an existing TASB/BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 424-13) (Consent Agenda Item “L”)

### **Approval of Contract Modification**

To approve and authorize Contract Modification No. 1 for the purchase of wireless voice and data services and equipment in the amount of \$416,000 from AT&T Mobility National Accounts, LLC d/b/a AT&T Mobility for Technology Services. This modification will provide for an additional nine (9) months of voice and data services. (Contract No. 2012-251-O) (Consent Agenda Item “M”)

### **Approval of Change Order**

To McMahon Contracting, L.P., increasing the contract by \$79,165 for the Park Blvd & US 75 Pedestrian Crossing, Project No. 5737, Change Order No. 1. Original Bid No. 2015-116-B. (Consent Agenda Item “N”)

To 2L Construction Co., LLC for the BNSF Railroad Right Of Way Drainage, Project No. 6231.1, decreasing the contract by \$136,000, Change Order No. 2; and authorizing the City Manager to execute all necessary documents. Original Bid No. 2015-069-B. (Consent Agenda Item “O”)

### **Approval of Expenditure**

To ratify an expenditure in the amount of \$102,126 and to approve an additional expenditure in the amount of \$68,191 for a total estimated expenditure of \$170,317 for the maintenance and support of Naviline products from Sungard Public Sector, Inc. for Technology Services; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “P”)

To ratify an expenditure in the amount of \$109,168 and approve an additional expenditure in the amount of \$45,700 for a total estimated expenditure of \$244,868, for the purchase of storm water hauling for the Public Works Department from L.H. Chaney Materials, Inc., authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “Q”)

## **Adoption of Resolutions**

**Resolution No. 2016-6-1(R):** To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the Collin County Community College District (Higher Ed) for educational services as a part of the City's Professional Development Program, authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "R")

**Resolution No. 2016-6-2(R):** To approve the terms and conditions of a Second Amended and Restated Economic Development Incentive Agreement by and between Denbury Onshore, LLC, a Delaware limited liability company, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "S")

**Resolution No. 2016-6-3(R):** To repeal Resolution No. 2012-11-13(R); and adopting new Downtown Heritage Resource District Design Standards; to preserve, restore, rehabilitate, and redevelop properties located within the Downtown Heritage Resource District (HD-26); and providing an effective date. (Consent Agenda Item "T")

**Resolution No. 2016-6-4(R):** To authorize a Construction Manager at Risk (CMAR) contract between the City of Plano and Turner Construction Company for Jack Carter Park Renovation for a Guaranteed Maximum Price (GMP) of \$1,994,773; authorizing the City Manager to execute the necessary contract documents; and providing an effective date. (Consent Agenda Item "U")

**Resolution No. 2016-6-5(R):** To amend Resolution No. 2002-2-15(R) to authorize the City Manager or his designee to enter into agreements with qualified entities for cooperative purchasing efforts pursuant to Local Government Code, Chapter 271, Subchapter F, setting restrictions on such agreements; and providing an effective date. (Consent Agenda Item "V")

**Resolution No. 2016-6-6(R):** To approve the terms and conditions of an Interlocal Agreement by and between City of Plano and County of Collin, Texas, for the construction of Independence Parkway Corridor project; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date. (Consent Agenda Item "W")

**Resolution No. 2016-6-7(R):** To authorize continued participation in the Steering Committee of Cities Served by Oncor; authorizing the payment of 11 cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC; and providing an effective date. (Consent Agenda Item "X")

## **Adoption of Ordinances**

**Ordinance No. 2016-6-8:** To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 6.3 acres of land out of the Joseph Klepper Survey, Abstract No. 213, from Light Commercial with Specific Use Permit No. 515 for Recreation Vehicle Sales and Service to Downtown Business/Government, with a condition, and repealing in its entirety Ordinance No. 2003-11-16, thereby rescinding Specific Use Permit No. 515 for Recreation Vehicle Sales and Service located at the northwest corner of K Avenue and 10th Street in the City of Plano, Collin County, Texas; 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. (Consent Agenda Item “Y”)

**Ordinance No. 2016-6-9:** To amend Chapter 1, General Provisions, Section 1-8, Amendments or additions to Code, of the Code of Ordinances to allow the City Secretary to correct scrivener’s errors in ordinances, resolutions, and other council actions whether codified or uncodified, providing a repealer clause, a severability clause, a publication clause and an effective date. (Consent Agenda Item “Z”)

**Ordinance No. 2016-6-10:** To amend various sections of Division 3 of Article III, Chapter 6, Buildings and Building Regulations; Article I, Chapter 14, Offenses - Miscellaneous; and Article VI, Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano; providing revised definitions to conform to the reorganization of City staff; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “AA”)

**Ordinance No. 2016-6-11:** To amend Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing and Parking, Section 12-101, removing parking restrictions along a certain section of Lockhart Drive in the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “BB”)

**Ordinance No. 2016-6-12:** To abandon all right, title and interest of the City, in and to a portion of that certain 30’ Drainage Easement, situated in the Collin County School Land Survey, Abstract No. 7, Collin County, Texas, being in a tract of land conveyed to Yeager Office Suites of Plano, LP, as recorded in Instrument No. 20140701000679680, being all of that certain 30’ Drainage Easement recorded in Instrument No. 20111026002250680, and which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the owner of the property underlying the easement, Yeager Office Suites of Plano, LP, the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “CC”)

**Ordinance No. 2016-6-13:** To abandon the roadway easement interest of the City, subject to retaining utility easements, in the road right-of-way known as F Avenue, being a 0.465 acre tract of land in the Joseph Klepper Survey, Abstract No. 213, in the City of Plano as shown on Exhibit “A-1”, which is believed to have been dedicated to the City of Plano in the plat of the original town; quitclaiming the City’s roadway easement interest to the property owners, authorizing the City Manager to execute all documents necessary to convey the interest, and declaring an effective date. (Consent Agenda Item “DD”)

## **END OF CONSENT**

### **Downtown Heritage Resource District Design Standards (Preliminary Item V)**

Comprehensive Planning Manager McDonald spoke to the background of the project to review and update design guidelines for the Downtown Heritage Resource District. He provided information on the advisory committee and the public meeting and community outreach process. Mr. McDonald provided a summary of the new design standards and the additional new content. He stated Staff and the Heritage Commission recommended approval of the new standards as presented on today's consent agenda.

**Consideration of an Appeal of the Heritage Commission's Denial** of a Certificate of Appropriateness to construct a 63,292 square foot, five-story structure at 1400 J Avenue. Zoned Downtown Business/Government (BG)/ Downtown Heritage Resource District (HD-26). Applicant: Southern Land Company. (Regular Item "1")

Comprehensive Planning Manager McDonald spoke to the appeal request advising a portion of the project falls within the Downtown Heritage Resource District requiring the issuance of a Certificate of Appropriateness by the Heritage Commission. He provided renderings and discussed the changes to the project based on suggestions by the Heritage Commission since they first reviewed the project in 2015. Mr. McDonald stated the main objection to the Certificate of Appropriateness was the height and the architectural character of the building. In response to Council Member Harrison, Mr. McDonald confirmed the developer was aware of the building height guidelines, clarified the location of the second building outside of the heritage district, and that the developer had been working with the Heritage Commission throughout the project development. In response to Council Member Downs, Mr. McDonald clarified the project would not adversely affect the application for the National Historic District designation.

Jeremy Cyr, Vice President of Southern Land Company, spoke to the collaboration with the Heritage Commission and City Staff and that the main concern was the height of the building. He clarified for Council Member Harrison the issues with altering the number of stories. Mayor LaRosiliere and Council Member Downs spoke in favor of the project.

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 6-1, with Council Member Harrison in opposition, to approve the Appeal of the Heritage Commission's Denial of a Certificate of Appropriateness to construct a 63,292 square foot, five-story structure at 1400 J Avenue.

**Public Hearing and adoption of Ordinance No. 2016-6-14** as requested in Zoning Case 2016-013 to amend Section 8.200 (Terms Defined) of Article 8 (Definitions), Sections 10.1100 (RC, Regional Commercial District,) and 10.1200 (RE, Regional Employment District) of Article 10 (Nonresidential Districts), Section 15.1300 (Retirement Housing) of Article 15 (Use-specific Regulations), and Sections 23.200 (Residential Structures) and 23.300 (Nonresidential Uses) of Article 23 (Exterior Wall Construction Standards) of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, pertaining to various amendments to exterior wall construction standards; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: City of Plano (Regular Item "2")

**Public Hearing and adoption of Ordinance No. 2016-6-14 (Cont'd.)**

Development Review Manager Hill spoke to the proposed amendments to the allowed exterior construction materials. Mr. Hill advised Staff and the Planning and Zoning Commission recommend approval as follows: (Additions are indicated in underlined text and deletions are shown as ~~strike through~~ text)

**Amend Section 8.200 (Terms Defined) of Article 8 (Definitions), such additional definition to read as follows:**

**Masonry Construction**

The form of construction composed of stone, brick, cast concrete, hollow clay tile, concrete block or tile, or other similar building unit or materials or combination thereof laid up unit by unit and set in mortar. Brick veneer, exterior plasters as defined in the City of Plano Building Code, and cementitious lap siding shall be acceptable masonry construction alternatives.

**Amend Sections 10.1100 (RC, Regional Commercial District) of Article 10 (Nonresidential Districts), such portions of sections to read as follows:**

**.6 Special District Requirements**

**B.** ~~Seventy-five~~ 80% percent of any exposed exterior wall of main buildings, parking structures, and accessory buildings shall consist of glass, native stone, clay-fired brick or tile, or a combination of these materials. All exterior building materials made of glass shall have a maximum exterior visible reflectance of 20%. Other finishes and materials may be used at the sole discretion of the Planning & Zoning Commission if adopted as part of the site plan approval and if permitted by building and fire codes. Any finish and material permitted by building and fire codes and Article 23 may be used on the remaining ~~25%~~ 20% of any exposed exterior wall, except that for high-rise buildings, only this percentage may be increased to 50% for use of metal only. The Planning & Zoning Commission may allow, at its sole discretion, the use of cast concrete, concrete block, and tile, as described in the City of Plano Building Code on exterior walls that are not visible from public thoroughfares. These finishes must be consistent in color with the remainder of the building. These would include the walls of service courts and other facilities that are secluded from view by the specific design of a building, or group of buildings.

**Public Hearing and adoption of Ordinance No. 2016-6-14 (Cont'd.)**

**Amend Section 10.1200 (RE, Regional Employment District) of Article 10 (Nonresidential Districts), such portion of section to read as follows:**

**.6 Special District Requirements**

**A.** The design and orientation of buildings and related elements shall be in accordance with the following:

ii. ~~Seventy-five~~ 80% of any exposed exterior wall of main buildings, parking structures, and accessory buildings shall consist of glass, native stone, clay-fired brick or tile, or a combination of these materials. All exterior building materials made of glass shall have a maximum exterior visible reflectance of 20%. Other finishes and materials may be used at the sole discretion of the Planning & Zoning Commission if adopted as part of the site plan approval and if permitted by building and fire codes. Any finish and material permitted by building and fire codes and Article 23 may be used on the remaining ~~25%~~ 20% of any exposed exterior wall, except that for high-rise buildings only this percentage may be increased to 50% for use of metal only. The Planning & Zoning Commission may allow, at its sole discretion, the use of cast concrete, concrete block, and tile, as described in the City of Plano Building Code on exterior walls that are not visible from public thoroughfares. These finishes must be consistent in color with the remainder of the building. These would include the walls of service courts and other facilities that are secluded from view by the specific design of a building or group of buildings.

**Amend Section 15.1300 (Retirement Housing) of Article 15 (Use-specific Regulations), such portion of section to read as follows:**

.6 Exterior wall construction must comply with the requirements of Sec. 23.200.

**Amend Section 23.200 (Residential Structures) of Article 23 (Exterior Wall Construction Standards) to read as follows:**

**23.200 Residential Structures**

**.1** Exterior wall construction for residential structures and retirement housing of 3 stories or less shall consist of a minimum of ~~75~~ 80% masonry, 3-step stucco, and/or glass, with no single wall face of any ~~residence~~ structure containing less than 50% of its exposed surface of masonry construction ~~as herein specified~~. A maximum of 10% of any exposed exterior wall may consist of Exterior Insulation and Finish Systems (EIFS). ~~The construction standard applies only to the first floor of a building in the zoning districts listed in the following table. Exterior wall construction for all residential uses in districts where permitted other than those listed in the following table shall meet the requirements of the City of Plano Building Code.~~

**Public Hearing and adoption of Ordinance No. 2016-6-14 (Cont'd.)**

<b>Abbreviated Designation</b>	<b>Zoning District Name</b>
A	Agricultural
BG	Downtown Business/Government
CB-1	Central Business-1
CE	Commercial Employment
ED	Estate Development
MF-1	Multifamily Residence-1
MF-2	Multifamily Residence-2
MF-3	Multifamily Residence-3
PH	Patio Home
R	Retail
SF-A	Single Family Residence Attached
SF-6	Single Family Residence-6
SF-7	Single Family Residence-7
SF-9	Single Family Residence-9
SF-20	Single Family Residence-20
2F	Two-Family Residence (Duplex)

- ~~.2~~ Where more than 40% of existing residential structures along both sides of a street and lying between the 2 nearest intersecting streets, do not meet the above minimum structure standards, then such standards shall not apply.
- ~~.3~~ Standards for masonry construction in all districts shall be defined as that form of construction composed of stone, brick, concrete, hollow clay tile, concrete block or tile, or other similar building unit or materials or combination of these materials laid up unit by unit and set in mortar. Brick veneer construction is included in the definition of masonry. Exterior plasters as defined in the City of Plano Building Code and cementitious lap siding.
- ~~.42~~ Unless specified as part of a planned development district, the above masonry requirements shall not apply to UR or GR districts. ~~In addition, and~~ exterior plasters, ~~as noted above,~~ are not permitted in UR districts ~~unless specified as part of a planned development.~~
- .3 For midrise residential structures, a maximum of 50% of any exposed exterior wall may consist of metal.

**Public Hearing and adoption of Ordinance No. 2016-6-14 (Cont'd.)**

**Amend Section 23.300 (Nonresidential Uses) of Article 23 (Exterior Wall Construction Standards), such portions of section to read as follows:**

**23.300 Nonresidential Uses Structures**

**.1 General**

Except for the LI-1 and LI-2 districts, and as otherwise regulated by this ordinance, exterior wall construction ~~in districts permitting for nonresidential uses structures~~ shall ~~be of such material that conforms to the International Building Code unless an alternative has been approved by the Building Official.~~ consist of a minimum of 80% masonry, 3-step stucco, glass, or combination of these materials, with no single wall face of any structure containing less than 50% of its exposed surface of masonry construction. A maximum of 10% of any exposed exterior wall may consist of EIFS.

Mayor LaRosiliere opened the public hearing. No one appeared to speak. Mayor LaRosiliere closed the public hearing.

Upon a motion made by Council Member Downs and seconded by Council Member Grady, the Council voted 7-0 to amend Section 8.200 (Terms Defined) of Article 8 (Definitions), Sections 10.1100 (RC, Regional Commercial District,) and 10.1200 (RE, Regional Employment District) of Article 10 (Nonresidential Districts), Section 15.1300 (Retirement Housing) of Article 15 (Use-specific Regulations), and Sections 23.200 (Residential Structures) and 23.300 (Nonresidential Uses) of Article 23 (Exterior Wall Construction Standards) of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, pertaining to various amendments to exterior wall construction standards, as requested in Zoning Case 2016-013; and further to adopt Ordinance No. 2016-6-14.

**Resolution No. 2016-6-15(R):** Regarding the proposed Kittyhawk Transmission Line and Substation Project; supporting the shortest and most cost effective route segment to an existing connection point located outside of the City of Plano; and providing an effective date. (Regular Item "3")

Assistant City Manager Israelson spoke to the proposed transmission line to serve a portion of the City. He introduced Dan Mugg, CoServ Area Manager. Mr. Mugg stated the need for additional service in the State Highway 121 and Custer Road Area. He provided information about the area meter density, the possible location of the Kittyhawk Transmission line, and the PUC hearing process. Mr. Israelson spoke to the location and advised staff recommends the shortest, most cost effective route placed outside of the City of Plano and the resolution for consideration supports the recommendation. In response to Council, Mr. Israelson stated the transmission lines would be an above ground monopole system.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Mayor Pro Tem Smith, the Council voted 7-0 to support the proposed Kittyhawk Transmission Line and Substation Project; supporting the shortest and most cost effective route segment to an existing connection point located outside of the City of Plano; and further to adopt Resolution No. 2016-6-15(R).



**Consideration of 2017 City Council Meeting Dates (Preliminary Item VI)**

City Manager Glasscock stated due to a scheduling conflict with the NLC Congressional City Conference and the Plano Independent School District spring break, he recommends changing the March 13, 2017 meeting to Tuesday, March 21, 2017. He additionally recommended rescheduling the December 25, 2017 meeting to Tuesday, December 19, 2017. Council expressed concurrence to change the dates.

With no further business, Mayor LaRosiliere adjourned the meeting at 8:04 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Lisa C. Henderson, City Secretary



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/28/2016		
Department:		Public Works		
Department Head		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): <b>Nancy Corwin 972-941-7137</b>				
<b>CAPTION</b>				
Rescind award of Bid No. 2016-0230-C Reinforcing Steel to CMC Construction Services.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): <b>N/A</b>				
<b>COMMENTS:</b> This item has no financial impact. <b>STRATEGIC PLAN GOAL:</b> Rescinding an award which is no longer in the best interest of the City of Plano relates to the City's goal of a Financially Strong City w/ Service Excellence.				
<b>SUMMARY OF ITEM</b>				
At the City Council meeting held on 5/23/2016, Council awarded Bid No. 2016-230-C Reinforcing Steel to CMC Construction Services. The vendor failed to execute all necessary documents. Therefore, the Public Works Department requests that the award be rescinded.				
List of Supporting Documents: Recommendation Memo.			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** June 6, 2016

**To:** Diane Palmer-Boeck, Director of Procurement and Project Management

**From:** Gerald Cosgrove, Director of Public Works

**Subject:** **Request to Rescind Award of Bid No. 2016-0230-C Reinforcing Steel**

This bid was awarded on May 23, 2016 to CMC Construction Services in the estimated annual amount of \$72,435. On May 26, 2016, the Purchasing Department received notification from a CMC Construction Services representative that they cannot hold the prices in their bid. The vendor failed to execute all necessary documents. Therefore, the Public Works Department requests that the award be rescinded and the contract be re-bid.

cc: David Falls, Public Works Operations Manager  
Josh Schultz, Public Works Superintendent  
Nancy Corwin, Purchasing Buyer



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/28/16			
Department:		Parks & Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): <b>Leslie Hooker x7204</b>					
<b>CAPTION</b>					
Bid No. 2016-0233-C for a one (1) year contract with two (2) one-year City optional renewals for Neighborhood Parks Site Litter Removal for the Parks and Recreation Department to Premier Building Maintenance, Inc. in the estimated amount of \$133,224 for the first year, and the subsequent renewals in the estimated annual amounts of \$136,344 for the second year and \$138,996 for the third year for an estimated total contract amount of \$408,564, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-16 thru 2018-19</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	1,473,552	375,258	<b>1,848,810</b>
Encumbered/Expended Amount		0	-1,351,623	0	<b>-1,351,623</b>
This Item		0	-33,306	-375,258	<b>-408,564</b>
BALANCE		0	88,623	0	<b>88,623</b>
<b>FUND(S):    GENERAL FUND</b>					
<p><b>COMMENTS:</b> Funding for this item is available in the 2015-16 Park Field Services budget and is anticipated in future years. This one year contract with two one-year renewal options, with a total projected cost of \$408,564 including both renewal options, will leave a current year balance of \$88,623. Future year expenditures from this contract will occur within Plano City Council approved appropriations.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining litter removal services for neighborhood parks relates to the City's goals of Great Neighborhoods - 1st Choice to Live and a Financially Strong City with Service Excellence..</p>					
<b>SUMMARY OF ITEM</b>					
See recommendation memo.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation Memo					
Bid Recap					



# Memorandum

**Date:** Wednesday, June 08, 2016

**To:** Diane Palmer-Boeck, Director of Procurement and Project Management

**From:** Michael Darr, Field Service Supervisor

**Subject:** Award Recommendation: 2016-0233-C- Neighborhood Park Litter Removal

It is the recommendation of the Plano Parks and Recreation Department to award 2016-0233-C-Neighborhood Parks Litter Removal Service to the low bidder, Premier Building Maintenance, Inc. Premier Building Maintenance, Inc. met all specifications, and is both responsive and responsible in accomplishing the service demands of this agreement. This is a one (1) year contract with two (2) one-year renewal options. The expected expenditure each year for this contract is as follows: \$33,306 for FY 2015-16, \$134,004 for FY 2016-17, \$137,007 for FY 2017-18, and \$104,247 for FY 2018-19. The overall expenditure, including all three years, totals \$408,564 and is within the budgeted amount for this contract.

This annual contract is necessary to routinely collect and remove park-user generated and non-specific occurring site and receptacle litter from fifty-eight neighborhood parks and along trails citywide.

Non-approval of this contract would result in a considerable increase of litter in neighborhood parks and along trails. This would lead to an immediate overall decline in appearance of park properties as well as result in a significant increase in the amount of litter that is allowed to enter the city's storm water system.

CC: Doug Green, Parks Operations Superintendent  
Pam Kirkland, Purchasing Agent  
Kellie Boyer, Purchasing Manager

**CITY OF PLANO**  
**BID NO. 2016-0233-C**  
**Neighborhood Park Site Litter Removal**  
**BID RECAP**

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**Bid opening Date/Time:** May 13, 2016 @ 10 am

**Number of Vendors Notified:** 1815

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

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

**Number of Bids Submitted Responsive to Bid:** 5

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total Offer</u>
Premier Building Maintenance, Inc.	\$133,224.00	\$136,344.00	\$138,996.00	\$408,564.00
Encore Commercial Services, Inc.	\$141,960.00	\$143,208.00	\$144,456.00	\$429,624.00
Lillard Lawn Commercial Maintenance	\$155,602.20	\$155,521.08	\$155,422.80	\$466,546.08
Lawn Star Landscape	\$158,028.00	\$158,059.20	\$158,059.20	\$474,146.40
RG Talent Solutions, LLC	\$257,479.56	\$254,538.96	\$258,350.04	\$770,368.56

**Recommended Vendors for award:**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total Offer</u>
Premier Building Maintenance, Inc.	\$133,224.00	\$136,344.00	\$138,996.00	\$408,564.00

*Leslie Hooker*

May 13, 2016

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Leslie Hooker  
Buyer I

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Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/28/2016			
Department:		Public Works/David Falls			
Department Head		Gerald P. Cosgrove			
Agenda Coordinator (include phone #):		<b>Shawn Breen (972-769-4193)</b>			
<b>CAPTION</b>					
To Infrastructure Rehabilitation USA, Inc., increasing the contract by \$125,659, for the Public Works Department's Sanitary Sewer Manhole Lining Contract, Project No. 6463, Change Order No. 1, and authorizing the City Manager or his authorized designee to execute all necessary documents. Bid No. 2016-0125-B.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		372,398	2,227,602	1,200,000	<b>3,800,000</b>
Encumbered/Expended Amount		-372,398	-1,487,904	0	<b>-1,860,302</b>
This Item		0	-125,659	0	<b>-125,659</b>
BALANCE		0	614,039	1,200,000	<b>1,814,039</b>
<b>FUND(S):</b> SEWER CIP					
<p><b>COMMENTS:</b> Funding for this item is available in the 2015-16 Sewer CIP. This change order, in the amount of \$125,659, will leave a current year balance of \$614,039 available for future expenditures on the Sanitary Sewer Manhole Sealing or other sewer infrastructure projects.</p> <p><b>STRATEGIC PLAN GOAL:</b> Modifying existing contracts to address the City of Plano's current infrastructure inventory and address unforeseen conditions at a lift station relates to the City's goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The change order is for additional vertical feet of 5 ft. diameter manholes and the reduction of vertical feet of 4 ft. diameter manholes lined during the project. This change is due to existing field conditions that are different from the original inventory performed by our consultant. Also included in this change order is the lining of the wet well at the Legacy lift station. This was added to the project due to the failure of the existing liner.</p> <p>Public Works recommends approval of Change Order No. 1 to Infrastructure Rehabilitation USA, Inc. The total Contract will be \$1,046,649.47 which is a 13.64% increase of the original contract amount of \$920,990.49.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Change Order No. 1					

CHANGE ORDER NO.1

SANITARY SEWER MANHOLE LINING CONTRACT  
PROJECT NO.6463  
PURCHASE ORDER NO.107610  
CIP NO.48877  
BID NO.2016-0125-B

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **City of Plano, Texas**, and **Infrastructure Rehabilitation USA, Inc.** for the **Sanitary Sewer Manhole Lining Contract Project**, dated December 18, 2015.

B. DESCRIPTION OF CHANGE

The change order is for additional vertical feet of 5 ft. diameter manholes and the reduction of vertical feet of 4 ft. diameter manholes lined during the project. **This change is due to existing field conditions that were different from the original inventory performed by our consultant.** Also included in this change order is the lining of the wet well at the Legacy lift station. This was added to the project due to the failure of the existing liner.

C. EFFECT OF CHANGE

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

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
1	F// 5ft Diameter Liner	59	427.49	LF	\$688.82	\$253,492.65
2	F// 4ft Diameter Liner	1472.35	1116.62	LF	\$582.84	-\$207,333.67
4A	Legacy Lift Station wet well liner	0	1	LS	\$79,500.00	\$79,500.00
	<b>TOTAL:</b>					<b>\$125,658.98</b>



Original Contract Amount	\$	<u>920,990.49</u>
Contract Amount (Including Previous Change Orders)	\$	<u>920,990.49</u>
<b>Amount, Change Order No. 1</b>	<b>\$</b>	<b><u>125,658.98</u></b>
<b>Revised Contract Amount</b>	<b>\$</b>	<b><u>1,046,649.47</u></b>
<b>Total Percent Increase Including Previous Change Orders</b>		<u>13.64%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **10** day(s) to this project:

Original Contract Time	<u>90 working days</u>
Amount (Including Previous Change Orders)	<u>90 working days</u>
<b>Amount, Change Order No. 1</b>	<b><u>10 working days</u></b>
<b>Revised Contract Time</b>	<b><u>100 working days</u></b>
<b>Total Percent Increase Including Previous Change Orders</b>	<b><u>9.00%</u></b>

E. AGREEMENT

In the event of any conflict or inconsistency between the provisions set forth in this Change Order No. 1 and the contract, this Change Order No. 1 shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

By the signatures below, duly authorized agents of the **City of Plano, Texas**, and **Infrastructure Rehabilitation USA, Inc.**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated December 18, 2015.

F. AUTHORITY TO SIGN

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

**OWNER: City of Plano**

**CONTRACTOR: Infrastructure  
Rehabilitation USA, Inc.**

By: \_\_\_\_\_  
(signature)

By: Tina C. Edmiston  
(signature)

Print  
Name: Bruce D. Glasscock

Print  
Name: Tina C. Edmiston

Print  
Title: City Manager

Print  
Title: Vice President

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

Date: June 7, 2016

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Paige Mims, City Attorney

**ACKNOWLEDGMENTS**

**STATE OF LOUISIANA**       §  
  §  
**PARRISH OF CADDO**       §

This instrument was acknowledged before me on the 7<sup>th</sup> day of June, 2016, by **Tina C. Edmiston, Vice President of Infrastructure Rehabilitation USA, Inc.**, a Louisiana corporation licensed to do business in the State of Texas, on behalf of said corporation.

*Teddy Lynne Baker*  
Notary Public, State of Texas *CA*

**TEDDY LYNNE BAKER**  
Notary Public  
My Commission is for Life  
# 001107

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **Bruce D. Glasscock, City Manager of the City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

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




**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/28/16		
Department:	Police			
Department Head	Gregory W. Rushin			
Agenda Coordinator (include phone #): <b>Lincoln Thompson (Ext. 7376)</b>				
<b>CAPTION</b>				
To approve an expenditure for conducted energy weapons (CEWs) and CEW accessories for the Police Department in the amount of \$97,692 from Taser International and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	239,415	0	<b>239,415</b>
Encumbered/Expended Amount	0	-105,359	0	<b>-105,359</b>
This Item	0	-97,692	0	<b>-97,692</b>
BALANCE	0	36,364	<b>0</b>	<b>36,364</b>
<b>FUND(s):</b> CRIMINAL INVESTIGATION FUND				
<b>COMMENTS:</b> This item approves an expenditure in the amount of \$97,692 for conducted energy weapons (CEWs) and accessories from Taser International and authorizing the City Manager to execute all necessary documents. Remaining balance will be used for other safety equipment. <b>STRATEGIC PLAN GOAL:</b> The purchase of conducted energy weapons relates to the City's Goal of Safe Large City.				
<b>SUMMARY OF ITEM</b>				
The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A). (City of Plano Internal Contract No. 2016-299-X) See Recommendation Memo.				
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies NA	



**Date:** June 14, 2016

**To:** Diane Palmer-Boeck, Director of Procurement and Project Management

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

**Subject:** Award Memorandum, Taser International

This memorandum is a recommendation to award the purchase of fifty-five (55) X2 TASER conducted energy weapons (CEW) and accessories for the Police Department's Patrol Unit. These items are available to the City of Plano only through TASER International, who is the manufacturer and sole supplier for these products. TASER International has been approved as a sole source. The purchase of X2 Tasers is an upgrade of the X26 Tasers that the Police Department has used since 2008. Taser CEWs have proven to be an effective use of force option. They have allowed officers to apprehend numerous aggressive and/or armed suspects without resorting to lethal force, and with fewer injuries to officers and suspects. Upgrading to the X2 Taser will further reduce the likelihood of serious/injury or death to suspects, and improve the effectiveness of CEW deployments due to the following enhancements.

- Auto Shut-Down Battery – This feature shuts down the Taser X2's electrical output after five seconds, even if the user continues to depress the trigger. This makes it less likely that officers, under stress, will cycle pulses repeatedly or for abnormally long periods. Repeated cycles or abnormally long cycles may contribute to serious injury or death to subjects under some circumstances.
- Dual Laser – The Taser X26 has only one aiming laser for determining where the two probes will strike. The X2 has a separate laser for each probe. Two lasers allow officers to more accurately estimate where each probe will strike. Dual laser capability makes it less likely the probes will inadvertently strike the subject in the face, chest, or groin, or other areas on the body that could cause death or serious injury.
- Dual Cartridges: The Taser X2 can be loaded with two cartridges versus the X26 which can only be loaded with one cartridge. Should one or both probes fail to make contact, the officer can quickly reset the X2 by flipping a switch to launch the second cartridge.
- Drive Stun Mode – Besides firing the cartridge probes to gain compliance, officers may also "drive" the weapon into the subject's body. Although less effective than launching probes, drive stun mode may be the best option when the suspect is very close, or the suspect is struggling with another person. Officers must manually remove the cartridge to engage the drive stun mode with the X26. The X2 can be used in drive stun mode without removing the cartridges. This feature allows the X2 to be a much more effective option during close-in engagements.

If this recommendation is not approved, the Police Department will continue to use the older X26 Tasers that lack the more advanced safety features and other enhancements available with the X2 Tasers.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		June 28, 2016			
Department:		Planning			
Department Head		Christina Day			
Agenda Coordinator (include phone #): <b>Tammy Stuckey, Ext 7156</b>					
<b>CAPTION</b>					
Request for a Parking Reduction Program for data center on one lot on 11.0 acres located on the west side of Communications Parkway, 1,900 feet south of Tennyson Parkway. Zoned Commercial Employment. Project# RPSP2016-005. Applicant: Skybox Legacy, L.P.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	0	<b>0</b>
BALANCE		0	0	0	<b>0</b>
FUND(S): <b>N/A</b>					
<b>COMMENTS:</b> This item has no financial impact.  <b>STRATEGIC PLAN GOAL:</b> Responding to requests from property owners regarding parking requirements relates to the City's goal of a Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
At its June 6, 2016 meeting, the Planning & Zoning Commission recommended approval of this request by a vote of 7-0.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Letter from Applicant P&Z Follow-up Memo Staff Report Locator Map Site Plan Exhibit Performance Agreement					



**Stantec Consulting Services Inc.**  
 5310 Harvest Hill Road Suite 100, Dallas TX 75230-5812

May 18, 2016

**Attention: Erica Marohnic, Senior Planner**  
 City of Plano – Planning Department  
 1520 K Avenue Ste. 250  
 Plano, Texas 75074

Dear Erica,

**Reference: Skybox Legacy I Data Center – Request for Parking Reduction Program.**

On behalf of Skybox Legacy I, we are submitting this request for approval of a reduction in the required number of parking spaces in accordance with the City of Plano Zoning Ordinance Article 16.1100, Parking Reduction Program. The amount deferred is 22.6% of the total parking required for the proposed data center facility. Based on actual counts of occupied spaces at peak periods, the required amount of parking far exceeds the actual demand, as set forth below.

The proposed building consists of 149,187 square feet, to be used as a data center facility, of that, approximately 16,276 square feet designated as office space.

**BASELINE PARKING ASSESSMENT**

According to Article 3.1107, Schedule of Off-Street Parking, of the City's Zoning Ordinance, the proposed Skybox Legacy I Data Center is required to provide 1 space per 1,000 square feet, or 150 parking spaces. There are 116 parking spaces proposed for the data center. Therefore, a parking reduction is being requested for 23% of the required parking.

Use	Parking Space Requirement	Parking Metric	Parking Spaces Required
Data Center	1:1000 sq. ft.	149,187 sq. ft.	150
<b>Total Parking Required</b>			150
<b>Total Parking Proposed</b>			116
<b>Parking to be deferred</b>			34 (23%)



May 18, 2016  
Erica Marohnic, Senior Planner  
Page 2 of 4

**Reference: Skybox Legacy I Data Center – Request for Parking Reduction Program.**

### **ESTIMATED ACTUAL DEMAND**

The subject site is currently under construction, with estimated shell completion to be October 1<sup>st</sup>, 2016. Observations of parking usage on sister data center, Skybox Houston located on 22000 Franz Road, Katy TX were conducted during a 2 week period. This facility consists of a 100,000 square feet building, of that approximately 20,000 square feet designated as office space. This data center opened for business on March 1<sup>st</sup>, 2015. City of Katy zoning ordinance requires data centers to provide one space per 1,850 square feet of building or 54 parking spaces.

The parking count on this facility was conducted during the weeks of Sunday April 24<sup>th</sup> through Friday May 9<sup>th</sup>. An examination of the key card entry data for these two weeks demonstrated the peak days to be Monday through Friday, with the most usage seen on Thursday April 28<sup>th</sup>, 2016 and May 5<sup>th</sup>, 2016 with 19 vehicles on site. This number of occupied spaces results in a surplus of 35 parking spaces.

#### **Parking count**

	<b>Week 1 - Vehicles on site</b>	<b>Week 2 - Vehicles on site</b>
<b>Monday</b>	7	8
<b>Tuesday</b>	8	8
<b>Wednesday</b>	7	7
<b>Thursday</b>	19	19
<b>Friday</b>	8	9

These observations of actual demands on a 100,000 square feet data center can be related to the estimated demands on the 150,000 square feet proposed site. If the peak for the 100,000 square feet facility is 19 vehicles, then by extrapolation the peak for a 150,000 facility can be estimated as 29 vehicles. These observations demonstrate that a deferment of 34 parking spaces would still leave a significant amount of unused parking spaces, even during the busiest site activity, resulting in a surplus of parking spaces available on site.





May 18, 2016  
Erica Marohnic, Senior Planner  
Page 3 of 4

**Reference: Skybox Legacy I Data Center – Request for Parking Reduction Program.**

The attached exhibit 'Skybox Office-Test Fit Layout' is an example of the densest possible square footage (i.e. "worse case scenario") of the office space. This is not how the facility is expected to be finished out. The expected occupancy is 33 people, with the densest occupancy of 66 people. Again, this office layout is not what is proposed, rather, it is intended to show the highest potential density of this office space.

**Data Center Actual Space Designation**

<i>Space designation</i>	<i>No.</i>	<i>Total Square footage</i>	<i>Expected occupancy</i>
<b>Office</b>	5	625 SF	5
<b>Open office</b>	1	7929 SF	28
		<b>Total occupancy</b>	33

**PRELIMINARY SITE PLAN**

The accompanying Preliminary Site Plan demonstrates that the additional 34 parking spaces can be provided north and south of the mechanical yards. Providing this additional parking would cost approximately \$55,000.00

Based on actual counts on sister data center facility recently conducted, the parking requirement is substantially greater than actual demand at this time. A Performance Agreement would assure the City that the additional parking could be provided, if warranted in the future.

A Parking Management Plan is not necessary as part of this request because we are proposing to provide parking that is actually greater than the parking demand. Additionally, due to the surplus of parking already provided compared to actual demand, we do not anticipate overflow parking to occur.

Consequently, because (i) the amount of required parking is significantly greater than actual parking demand, (ii) parking in excess of actual demand is being proposed, and (iii) requiring the additional would decrease landscaping/open area, we respectfully request that the Parking Reduction Program for a deferral of 23% of the required parking be approved for Skybox Legacy.



May 18, 2016  
Erica Marohnic, Senior Planner  
Page 4 of 4

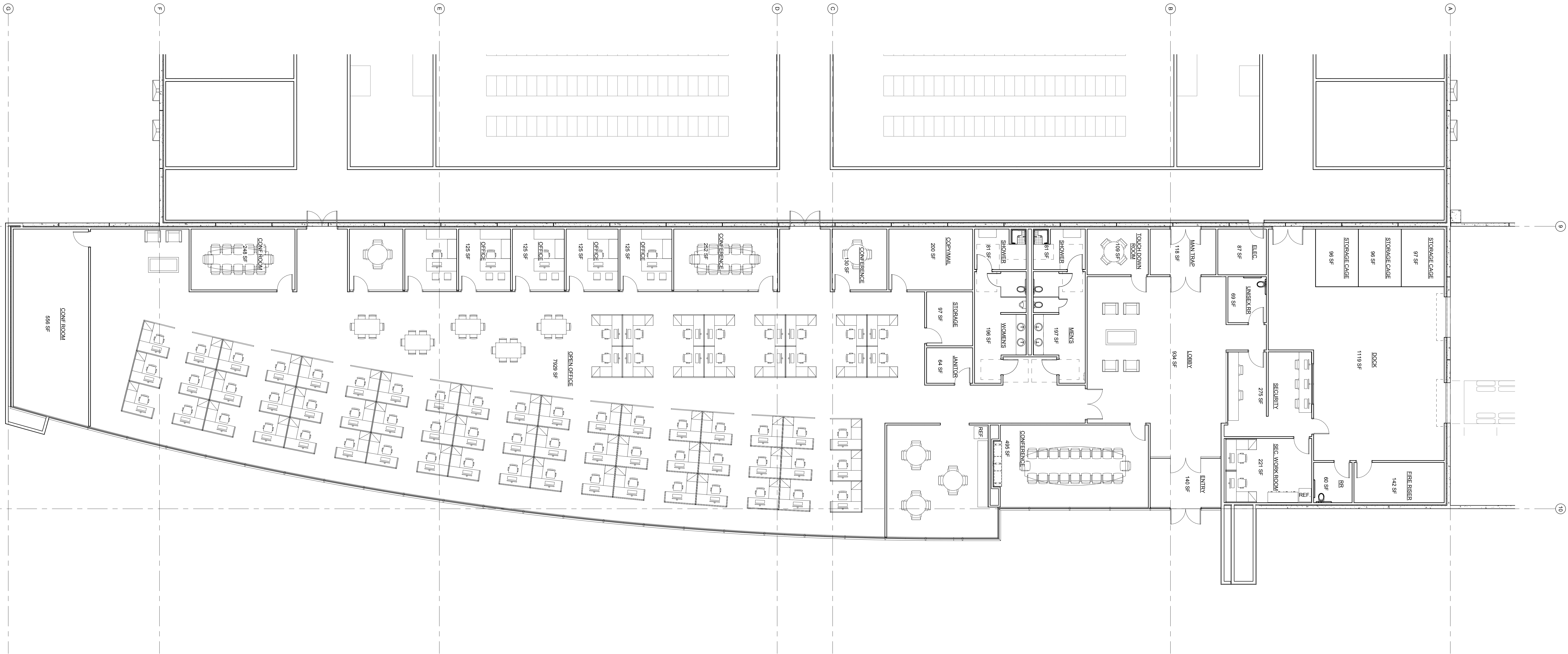
**Reference: Skybox Legacy I Data Center – Request for Parking Reduction Program.**

Regards,

**STANTEC CONSULTING SERVICES INC.**

Grayson K. Hughes, PE  
Associate  
Phone: 972-991-0011  
Fax: 972-991-0278  
grayson.hughes@stantec.com

Attachment: Skybox Office – Test Fit Layout



**DATE:** June 7, 2016

**TO:** Honorable Mayor & City Council

**FROM:** John Muns, Chair, Planning & Zoning Commission

**SUBJECT:** Results of Planning & Zoning Commission Meeting of June 6, 2016

**AGENDA ITEM NO. 8 - REVISED PRELIMINARY SITE PLAN  
EARL BACCUS #1 ADDITION, BLOCK A, LOT 1  
APPLICANT: SKYBOX LEGACY, L.P.**

Data center on one lot on 11.0 acres located on the west side of Communications Parkway, 1,900 feet south of Tennyson Parkway. Zoned Commercial Employment. Project #RPSP2016-005.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Recommended for approval subject to:

1. City Council approval of the request for a parking reduction; and
2. The applicant executing a performance agreement with the city, subject to approval by the City Attorney.

**FOR CITY COUNCIL MEETING OF:** June 28, 2016 (To view the agenda for this meeting, see [www.plano.gov](http://www.plano.gov))

EM/amf

xc: Thomas A. Leiger, Skybox Legacy I LP  
Grayson K. Hughes, Stantec  
Wayne Snell, Permit Services Manager

<https://goo.gl/maps/vXw27HjrGEB2>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

June 6, 2016

**Agenda Item No. 8**

**Revised Preliminary Site Plan:** Earl Baccus #1 Addition, Block A, Lot 1

**Applicant:** Skybox Legacy, L.P.

---

**DESCRIPTION:**

Data center on one lot on 11.0 acres located on the west side of Communications Parkway, 1,900 feet south of Tennyson Parkway. Zoned Commercial Employment. Project #RPSP2016-005.

**REMARKS:**

The purpose for the revised preliminary site plan is to show a proposed data center on Lot 1. The applicant is requesting a 23% parking reduction related to Section 16.1200 (Parking Reduction Program) of Article 16 (Parking and Loading) of the Zoning Ordinance. The City of Plano's parking reduction program is designed to address the actual parking needs of large developments by allowing fewer parking spaces than normally required through parking management techniques. The ordinance states that the Planning & Zoning Commission must review all proposed Parking Reduction Programs and 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 ordinance allows developments to defer between 5-30% of the required parking spaces. The applicant is requesting a 23% reduction in required parking due to their estimated demand. A study of a similarly sized data center is attached as part of the applicant's request which provides trip generation information over a two week period. Based on the study, the actual parking demand would be one parking space per 5,200 square feet of gross floor area. The proposed data center is required to provide 150 parking spaces at a ratio of one parking space per 1,000 square feet of gross floor area. The applicant is requesting to provide 116 spaces for a 34 space reduction.

In accordance with the program criteria, the applicant has provided documentation of estimated actual demand, a development plan which outlines the parking proposal, and the city's standard parking performance agreement. If the parking reduction is granted, the applicant must enter into the performance agreement with the city which allows deferral of the construction of the spaces until demand for a greater number of parking

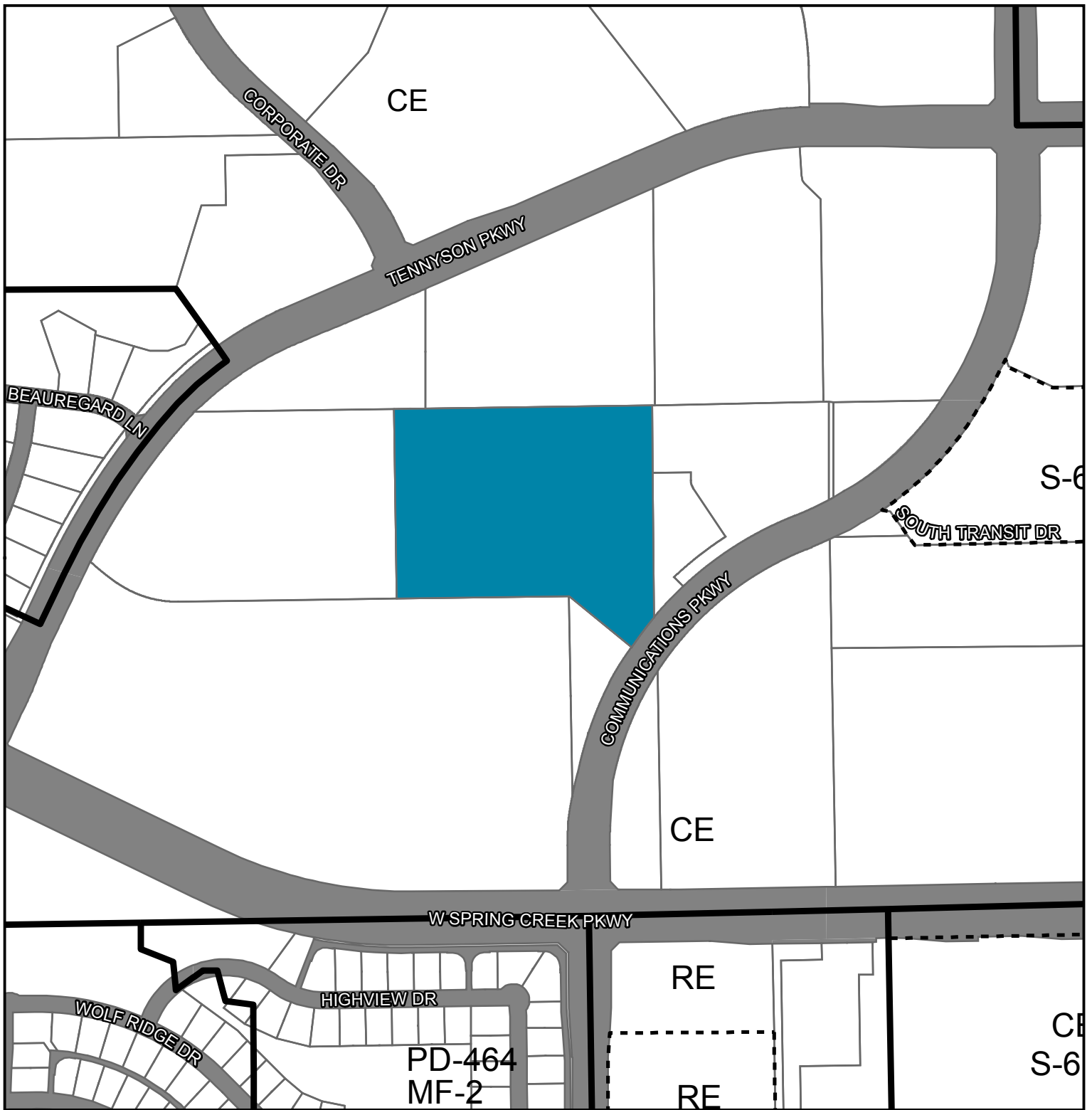
spaces is reached or a change of occupancy occurs. The applicant's proposed program includes details regarding the potential construction of the 34 surface parking spaces at a total estimated cost of \$55,000. This area will be reserved via easement for deferred parking if needed for future operations or reuse of the site, and the city can require the applicant to construct the parking if the performance agreement is not met.

Staff believes the site has sufficient parking to accommodate the anticipated demand, as described in the attached letter from the applicant. Therefore, staff supports the request for parking reduction.

**RECOMMENDATION:**

Recommended for approval subject to:

1. City Council approval of the request for a parking reduction; and
2. The applicant executing a performance agreement with the city, subject to approval by the City Attorney.

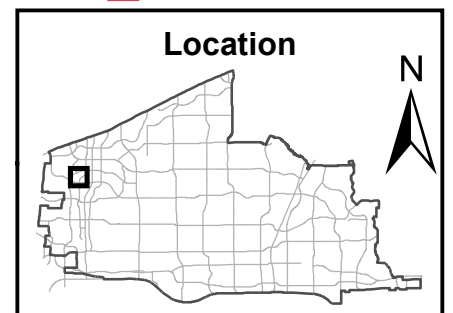


Item Submitted: Revised Preliminary Site Plan

Title: Earl Baccus #1 Addition, Block A, Lot 1

Zoning: Commercial Employment

- 200' Notification Buffer
- Subject Property
- Zoning Boundary
- City Limits
- Right-of-Way
- Specific Use Permit

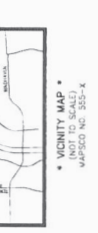


Source: City of Plano Planning Department





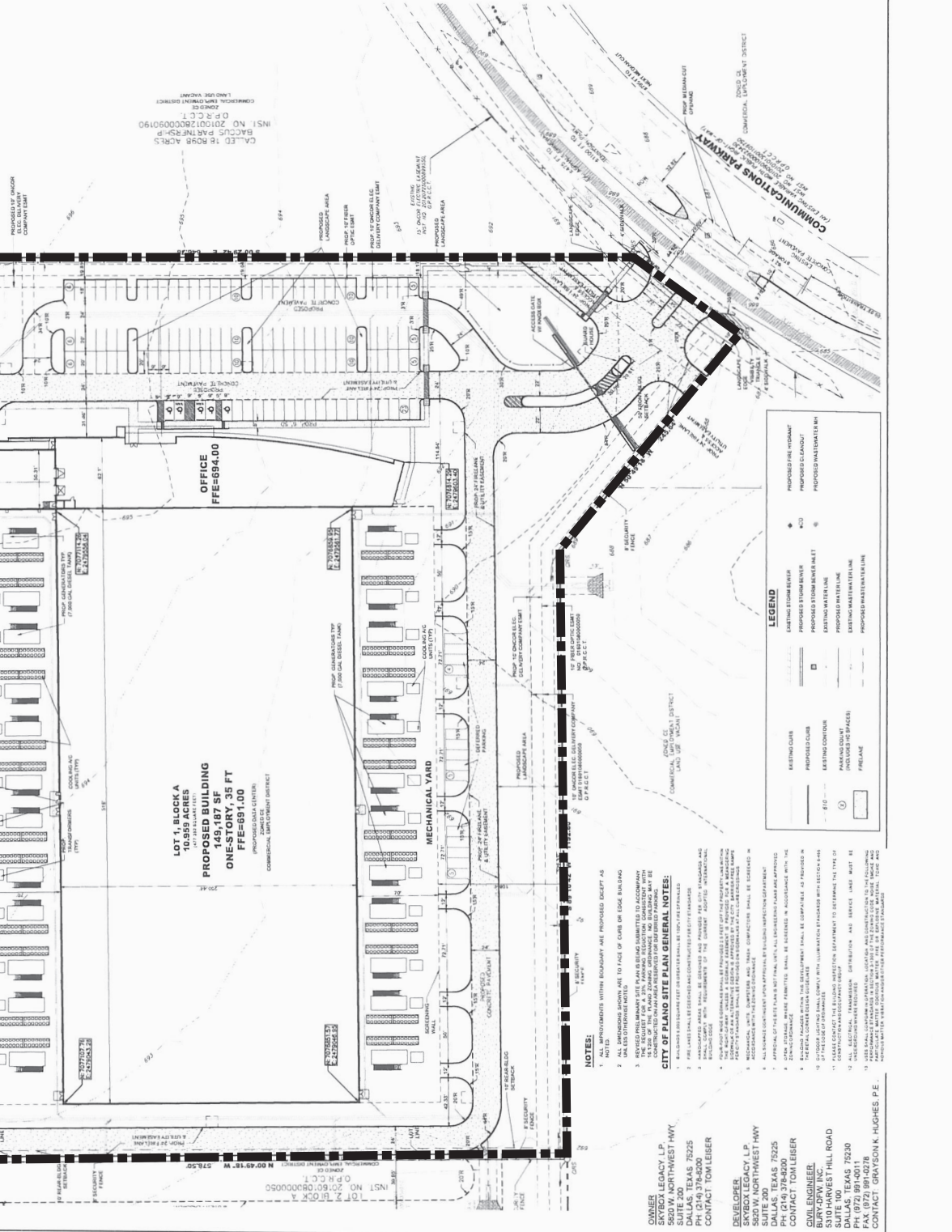
• VICINITY MAP •  
(NOT TO SCALE)  
MAPSHEET NO. 355-4



**SITE DATA SUMMARY TABLE**

GENERAL SITE DATA		LOT 1, BLOCK A
GENERAL SITE DATA	CE	
LOT AREA (ACRES)	10.955 ACRES	472,247.00
LOT AREA (SQUARE FEET)	472,247.00	472,247.00
LOT AREA (SQUARE FEET)	10.955 ACRES	472,247.00
BUILDING FOOTPRINT AREA (SQUARE FEET)		149,187 SF
TOTAL BUILDING AREA (SQUARE FEET)		149,187 SF
BUILDING HEIGHT (FEET)		35 FT
BUILDING HEIGHT (FEET) TO TALLEST FLOOR ELEVATION		35 FT
FLOOR AREA RATIO (F.A.R.)	3%	0.31
<b>PARKING</b>		
PARKING RATIO (FROM ZONING ORDINANCE)		1:1000 SF
REQUIRED PARKING (SPACES)		152
PROPOSED PARKING (SPACES)		152
ACCESSIBLE PARKING (SPACES)		5
ACCESSIBLE PARKING (SPACES)		5
PARKING IN EXCESS OF 10% OF REQUIRED PARKING (SPACES)		0
<b>LANDSCAPE AREA (INCLUDING TUFF AREAS)</b>		
LANDSCAPE EDGE AREA (SQUARE FEET)		472
(PARKING LOT LANDSCAPING) (SQUARE FEET)		840
ADDITIONAL INTERIOR LANDSCAPE AREA PROVIDED (SF)		2,326
TOTAL LANDSCAPE AREA WITHIN THE LOT INCLUDING		1169.09
LANDSCAPE AREA (SQUARE FEET)		1169.09
TOTAL LANDSCAPE AREA (SQUARE FEET)		162,830
<b>PERMEABLE AREA (NOT INCLUDING LANDSCAPING OR TUFF AREAS)</b>		
PERMEABLE PAVEMENT (SQUARE FEET)		NA
GRAVEL PAVED AREA WITHIN THE LOT INCLUDING		NA
PERMEABLE PAVEMENT (SQUARE FEET)		NA
TOTAL PERMEABLE AREA (SQUARE FEET)		NA
<b>IMPERVIOUS AREA</b>		
BUILDING FOOTPRINT AREA (SQUARE FEET)		149,187
LANDSCAPE AREA (SQUARE FEET)		1169.09
OTHER IMPERVIOUS AREA (SQUARE FEET)		49,337
TOTAL IMPERVIOUS AREA (SQUARE FEET)		314,472
AREA TO BE IMPERVIOUS (SQUARE FEET)		477,392
NOTE: SUM MUST EQUAL LOT AREA		
<b>TOTAL IMPERVIOUS AREA</b>		
LEDS IMP IMPERVIOUS AREA CREDIT		314,472
BILLABLE IMPERVIOUS AREA		314,472

**REVISED PRELIMINARY SITE PLAN**  
**PROJECT #2016-005**  
**EARL BACCUS # 1 ADDITION**  
BEING 10.955 ACRES SITUATED IN  
THE COLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO.150,  
AND HEWITT COUNTY TRACT NUMBER 614  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
JUNE, 2016  
**RPS-1**



**LOT 1, BLOCK A**  
**10.955 ACRES**  
**PROPOSED BUILDING**  
**149,187 SF**  
**ONE-STORY, 35 FT**  
**FFE-691.00**  
(PROPOSED DISTRICT)

**OFFICE**  
**FFE-694.00**

**MECHANICAL YARD**

**PROPOSED BUILDING**  
**149,187 SF**  
**ONE-STORY, 35 FT**  
**FFE-691.00**  
(PROPOSED DISTRICT)

**COMMUNICATIONS PARKWAY**

**GEORGE W. REAVES JR.**  
**VOLUME 2742, PAGE 950**  
**O.P.B.C.C.T.**

**LEGEND**  
EXISTING STORM DRAIN  
PROPOSED STORM DRAIN  
EXISTING WATER MAIN  
PROPOSED WATER MAIN  
EXISTING CURB  
PROPOSED CURB  
EXISTING CONDUIT  
PROPOSED CONDUIT  
PROPOSED FENCE  
PROPOSED FENCE  
PROPOSED FIRE HYDRANT  
PROPOSED CLOUD  
PROPOSED STUMP REMOVAL  
EXISTING WATER MAIN  
PROPOSED WATER MAIN  
PROPOSED WATER MAIN  
PROPOSED WATER MAIN

**NOTES:**  
1. ALL APPROXIMATE WITHIN BOUNDARY ARE PROPOSED EXCEPT AS NOTED.  
2. ALL DIMENSIONS ARE TO FACE OF CURB OR EDGE BUILDING UNLESS OTHERWISE NOTED.  
3. REVISED PRELIMINARY SITE PLAN IS BEING SUBMITTED TO ACCOMPANY THE CITY OF PLANO SUBMITTAL PACKAGE. NO DIMENSIONS MAY BE CHANGED WITHOUT THE CITY OF PLANO'S APPROVAL.  
4. THE CITY OF PLANO'S SUBMITTAL PACKAGE IS BEING SUBMITTED TO THE CITY OF PLANO'S SUBMITTAL PACKAGE.  
5. THE CITY OF PLANO'S SUBMITTAL PACKAGE IS BEING SUBMITTED TO THE CITY OF PLANO'S SUBMITTAL PACKAGE.  
6. THE CITY OF PLANO'S SUBMITTAL PACKAGE IS BEING SUBMITTED TO THE CITY OF PLANO'S SUBMITTAL PACKAGE.  
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10. THE CITY OF PLANO'S SUBMITTAL PACKAGE IS BEING SUBMITTED TO THE CITY OF PLANO'S SUBMITTAL PACKAGE.

**OWNER**  
SKYBOX LEGACY, L.P.  
SUITE 200  
3820 W. NORTHWEST HWY  
DALLAS, TEXAS 75225  
PH (214) 379-8200  
CONTACT TOM LEISER

**DEVELOPER**  
SKYBOX LEGACY, L.P.  
SUITE 200  
3820 W. NORTHWEST HWY  
DALLAS, TEXAS 75225  
PH (214) 379-8200  
CONTACT TOM LEISER

**CIVIL ENGINEER**  
BURY-DRAW, INC.  
5310 HARVEST HILL ROAD  
DALLAS, TEXAS 75230  
PH (972) 991-0011  
PAX (972) 991-0078  
CONTACT: GARY BOKN, HUGHES, P.E.

**COMMUNICATIONS PARKWAY**

**GEORGE W. REAVES JR.**  
**VOLUME 2742, PAGE 950**  
**O.P.B.C.C.T.**

**LEGEND**  
EXISTING STORM DRAIN  
PROPOSED STORM DRAIN  
EXISTING WATER MAIN  
PROPOSED WATER MAIN  
EXISTING CURB  
PROPOSED CURB  
EXISTING CONDUIT  
PROPOSED CONDUIT  
PROPOSED FENCE  
PROPOSED FENCE  
PROPOSED FIRE HYDRANT  
PROPOSED CLOUD  
PROPOSED STUMP REMOVAL  
EXISTING WATER MAIN  
PROPOSED WATER MAIN  
PROPOSED WATER MAIN  
PROPOSED WATER MAIN



**PERFORMANCE AGREEMENT FOR PARKING REDUCTION UNDER SECTION  
16.1200 OF THE CITY OF PLANO ZONING ORDINANCE**

**THIS PERFORMANCE AGREEMENT** (hereinafter referred to as "Performance Agreement") pertains to that certain property known as Earl Baccus #1, Block A, Lot 1 in Plano, Texas (the "Property") and is made and entered into by and between the owner of the Property, **SKYBOX LEGACY I, LP**, a Texas limited partnership (hereinafter referred to as "Owner"), and the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation (hereinafter referred to as "City"), to be effective from and after the date hereinafter provided. For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

**I. NUMBER OF SPACES TO BE DEFERRED**

The City hereby enters into this Performance Agreement to allow the deferral by Owner of the construction of thirty four (34) parking spaces on the Property, which is used as a data center, until demand for a greater number of parking spaces is reached, as solely determined by the City, or a change of occupancy occurs in accordance with Section 16.1200 (Parking Reduction Program) of the City's Zoning Ordinance.

**II. MEASURES TO MITIGATE IMPACTS**

In order to mitigate the impact of reduced parking on on-street parking and parking lots not owned or controlled by Owner or its tenants, Owner shall encourage use of public transportation by providing DART bus route schedules and vanpool information in common areas within the facility. Owner shall encourage the promotion of carpooling among facility users, and owner shall install a bike rack on site for facility users.

**III. PROGRAM USED TO DECREASE PARKING DEMAND**

Owner has been exempt from providing a parking management program because the amount of parking being provided exceeds the anticipated parking demand.

**IV. ANNUAL PARKING DEMAND REPORTS AND ADDITIONAL PARKING SPACE REQUIREMENTS**

The Owner shall provide an annual parking demand monitoring report to the City of Plano Planning Department due on March 1 of each year, beginning with the March immediately following the certificate of occupancy, which will note any changes in occupancy of the building located on the Property or demand for additional parking. The report shall include, but not be limited to, a statement of existing uses (per zoning ordinance), statement of required parking (per zoning ordinance ratios) and an estimate of actual demand. If the City determines that a demand for additional parking exists or if a change of occupancy or use occurs at the Property, the City shall have the right to require the construction of additional parking spaces on the Property by notification to Owner in writing. Within thirty (30) days of receipt of written notification from the City to the Owner that additional parking spaces are needed at the Property,

the Owner shall execute a written modification to this Performance Agreement reflecting the required number of additional spaces to be added to the Property, as solely determined by the City. If Owner fails to execute a modification to this Performance Agreement for additional parking spaces within thirty (30) days of notice of same as required herein, this Performance Agreement shall terminate pursuant to the requirements in Section VI. herein.

**V. NOTICES**

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

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

With a copy to:

City of Plano  
Attn: City Attorney  
P.O. Box 860358  
Plano, TX 75086-0358

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

Skybox Legacy I, LP  
Attn: Thomas Leiser  
5820 W. Northwest Hwy, Ste. 200  
Dallas, TX 75225

With a copy to:

Highline Real Estate Group  
Attn: Scott Beatty  
3131 Turtle Creek Blvd, Ste. 850  
Dallas, TX 75219

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee three days after the date such notice or communication is sent by certified mail postage prepaid posted to the receiving party.

## **VI. TERMINATION OF AGREEMENT**

This Performance Agreement may be terminated by City for Owner's failure to comply with its terms. Notwithstanding anything herein to the contrary, Owner's failure to comply shall not be deemed to have occurred unless and until City has given written notice to Owner of Owner's failure to comply and Owner has failed to cure such non-compliance within thirty (30) days after Owner's receipt of notice. Upon termination of this Performance Agreement, the Owner shall construct parking spaces on the Property to meet the baseline parking assessment as shown on the Revised Preliminary Site Plan, attached as Exhibit A, or submit a new site plan for review in compliance with the then current development regulations.

The construction of the parking spaces to meet the baseline parking assessment shall be completed within a timeframe mutually agreeable to the City of Plano and Owner, but in no event less than 90 days after this Performance Agreement is terminated. Owner may terminate this Performance Agreement by sending notice to the City and acknowledging that such termination will be subject to construction of the parking spaces in conformance with the baseline parking assessment.

Termination of this Performance Agreement by either party is without penalty or prejudice to any other remedy either party may be entitled to at law or in equity or otherwise.

## **VII. EFFECTIVE DATE**

The effective date of this Performance Agreement shall be the date of the last signatory to this Performance Agreement as indicated below.

## **VIII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

Plano has executed this Performance Agreement pursuant to duly authorized action of the Plano City Council. The person or entity signing this Performance Agreement on behalf of Owner represents that he or she is authorized to execute this Performance Agreement.

## **IX. SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement.

## **X. VENUE**

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

**XI. REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Performance Agreement may be waived without the express written consent of the parties. Each party reserves the right to seek any available enforcement remedies for breach of this Performance Agreement or for violations of federal, state, or local law.

**XII. SUCCESSORS AND ASSIGNS**

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

Notwithstanding the foregoing, no such consent shall be required if Owner transfers its ownership of the Property (and / or assigns or delegates its rights hereunder) to: (i) any parent, subsidiary or affiliate of Owner, which shall include without limitation an assignment of Owner’s interest under this Performance Agreement by operation of law, or as the consequence of a merger of Owner into or with another entity or (ii) if Owner transfers its interest in the Property to a third party and leases the Property back maintaining the same or lower occupancy levels as before the transfer of the Property. Owner shall notify the City of such event under subparts (i) or (ii) of the preceding sentence within 30 days of the occurrence of such event. If an Assignment by Owner results in a change of occupancy or use at the Property, additional parking may be required at the Property by the City.

**IN WITNESS WHEREOF**, the parties have executed this Performance Agreement upon the year and date indicated beside their signatures hereto.

**SKYBOX LEGACY I, LP,**

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

BY: \_\_\_\_\_

Thomas A. Leiser  
Manager of Skybox BR, LLC, and  
General Partner of Skybox Legacy  
I, LP, and Skybox Legacy I, GP

**CITY OF PLANO, TEXAS**

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

BY: \_\_\_\_\_

Bruce D. Glasscock  
CITY MANAGER

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Paige Mims  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

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

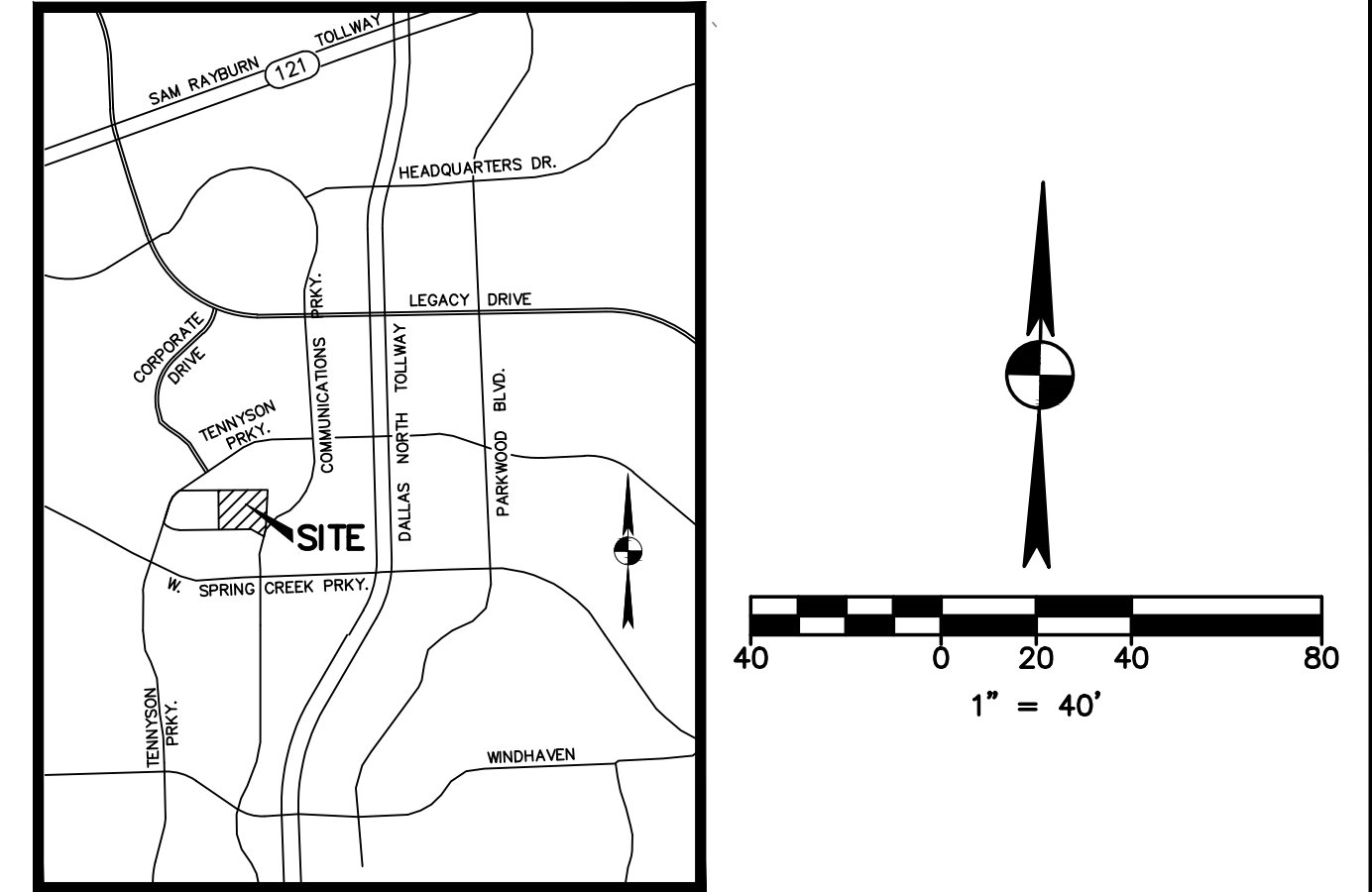
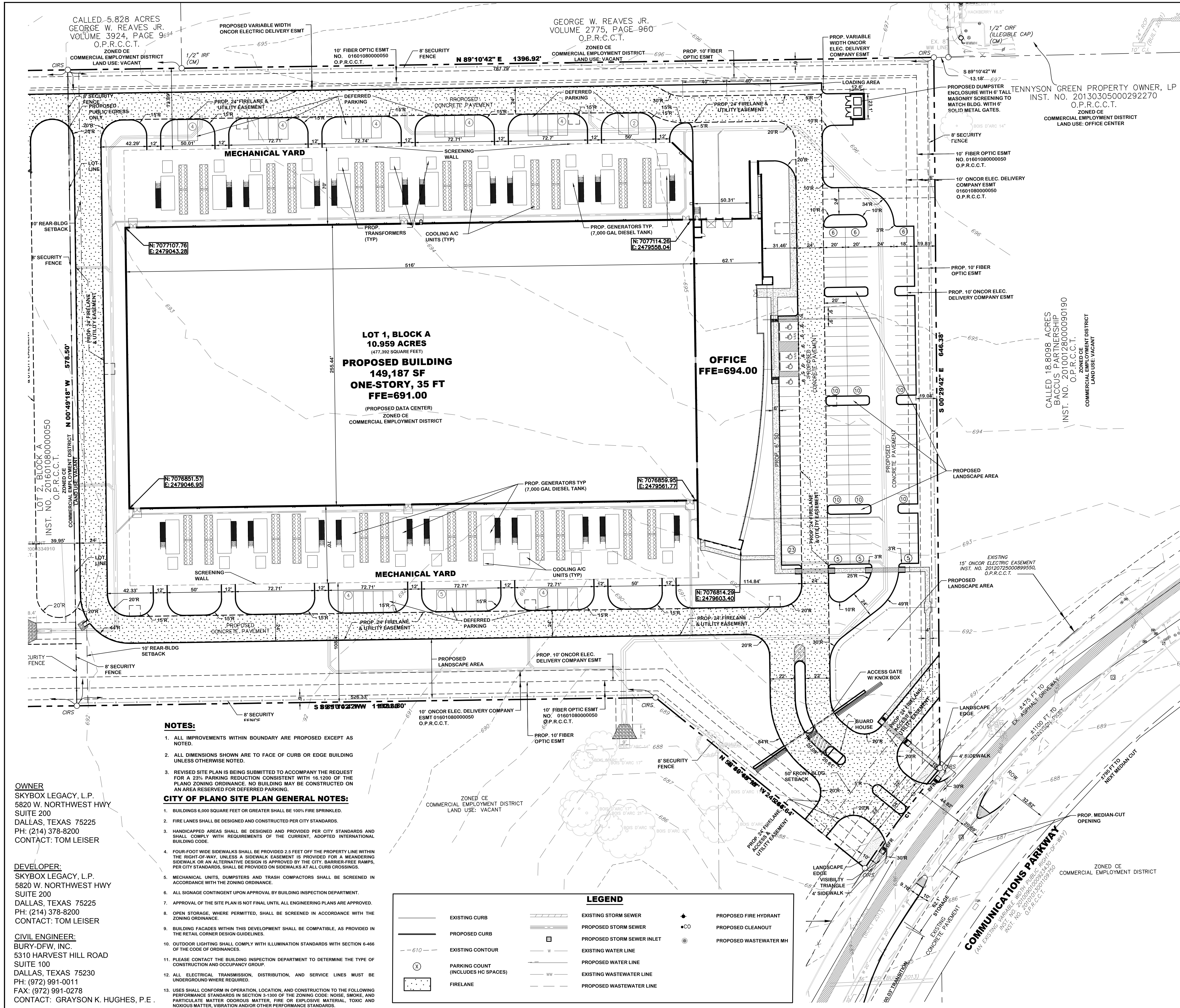
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Thomas A. Leiser, Manager of Skybox Legacy 1, LP, a Texas Limited Partnership; General Partner of Skybox Legacy 1 GP, a Texas Limited Liability Company, and General Partner of Skybox BR, LLC, a Texas Limited Liability Company, on behalf of said limited partnership and limited liability companies.

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

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Bruce D. Glasscock, CITY MANAGER of the CITY OF PLANO, TEXAS, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

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



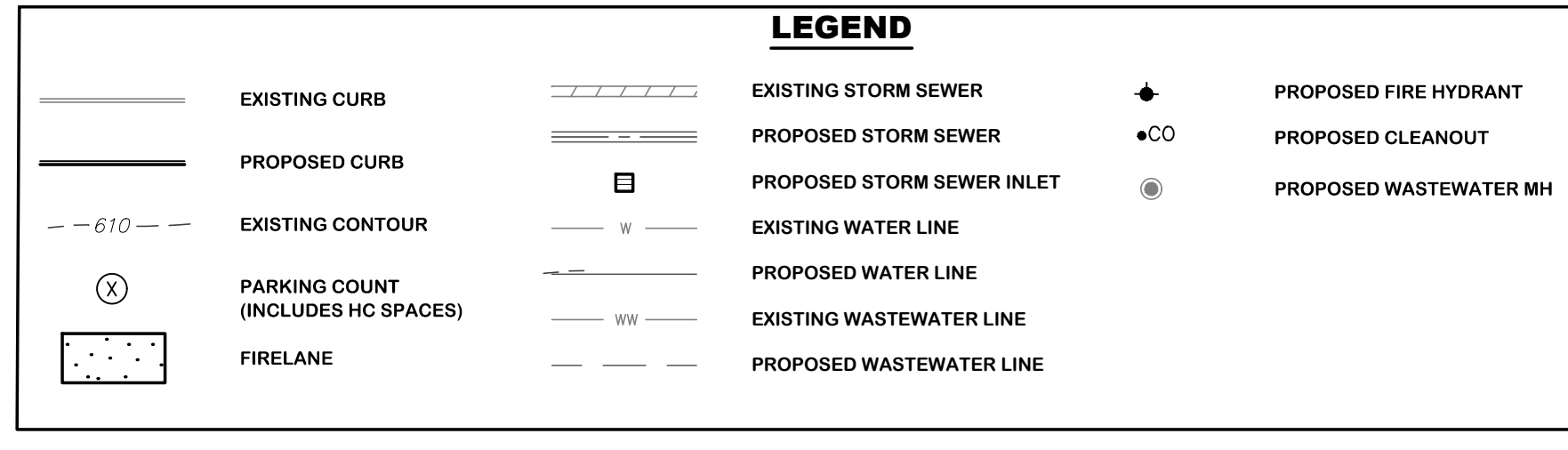
\* VICINITY MAP \*  
(NOT TO SCALE)  
MAPSCO NO. 555-X

**SITE DATA SUMMARY TABLE**

LOT 1, BLOCK A	
<b>GENERAL SITE DATA</b>	
ZONING (FROM ZONING MAP):	CE
LAND USE (FROM ZONING ORDINANCE):	DATA CENTER
LOT AREA (SQUARE FEET & ACRES):	10.96 AC 477,392 SF
BUILDING FOOTPRINT AREA (SQUARE FEET):	149,187 SF
TOTAL BUILDING AREA (SQUARE FEET):	149,187 SF
BUILDING HEIGHT (# OF STORIES):	1 STORY
BUILDING HEIGHT (FEET-DIST. TO TALLEST BLDG ELEMENT):	35 FT
LOT COVERAGE (PERCENT-X.XX%):	31%
FLOOR AREA RATIO (RATIO-X.XX:1):	0.31 : 1
<b>PARKING</b>	
PARKING RATIO (FROM ZONING ORDINANCE):	1:1000 SF
REQUIRED PARKING (# SPACES):	150
PROVIDED PARKING (# SPACES):	116
ACCESSIBLE PARKING REQUIRED (# SPACES):	5
ACCESSIBLE PARKING PROVIDED (# SPACES):	5
PARKING IN EXCESS OF 110% OF REQUIRED PARKING (# SPACES)	0
<b>LANDSCAPE AREA (including turf areas)</b>	
LANDSCAPE EDGE AREA PROVIDED (SF):	675
REQUIRED INTERIOR LANDSCAPE AREA (PARKING LOT LANDSCAPING) (SQUARE FEET):	840
ADDITIONAL INTERIOR LANDSCAPE AREA PROVIDED (SF):	2,326
OTHER LANDSCAPE AREA WITHIN THE LOT INCLUDING STORM WATER CONSERVATION AREAS (SQUARE FEET):	159,079
TOTAL LANDSCAPE AREA (SQUARE FEET):	162,920
<b>PERMEABLE AREA (NOT INCLUDING LANDSCAPING OR TURF AREAS)</b>	
PERMEABLE PAVEMENT (SQUARE FEET):	N/A
OTHER PERMEABLE AREA WITHIN THE LOT NOT INCLUDING LANDSCAPING OR TURF AREAS (SQUARE FEET):	N/A
TOTAL PERMEABLE AREA (SQUARE FEET):	N/A
<b>IMPERVIOUS AREA</b>	
BUILDING FOOTPRINT AREA (SQUARE FEET):	149,187
AREA OF SIDEWALKS, PAVEMENT & OTHER IMPERVIOUS FLATWORK (SQUARE FEET):	115,948
OTHER IMPERVIOUS AREA (MECH YARD):	49,337
TOTAL IMPERVIOUS AREA (SQUARE FEET):	314,472
SUM OF TOTAL LANDSCAPE AREA + TOTAL PERMEABLE AREA + TOTAL IMPERVIOUS AREA (SQUARE FEET):	477,392
NOTE: SUM MUST EQUAL LOT AREA	
TOTAL IMPERVIOUS AREA:	314,472
LESS BMP IMPERVIOUS AREA CREDIT:	0
BILLABLE IMPERVIOUS AREA:	314,472

- NOTES:**
- ALL IMPROVEMENTS WITHIN BOUNDARY ARE PROPOSED EXCEPT AS NOTED.
  - ALL DIMENSIONS SHOWN ARE TO FACE OF CURB OR EDGE BUILDING UNLESS OTHERWISE NOTED.
  - REVISED SITE PLAN IS BEING SUBMITTED TO ACCOMPANY THE REQUEST FOR A 25% PARKING REDUCTION CONSISTENT WITH 16.1200 OF THE PLANO ZONING ORDINANCE. NO BUILDING MAY BE CONSTRUCTED ON AN AREA RESERVED FOR DEFERRED PARKING.

- CITY OF PLANO SITE PLAN GENERAL NOTES:**
- BUILDINGS 6,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED.
  - FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS.
  - HANDICAPPED AREAS SHALL BE DESIGNED AND PROVIDED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT, ADOPTED INTERNATIONAL BUILDING CODE.
  - FOUR-FOOT WIDE SIDEWALKS SHALL BE PROVIDED 2.5 FEET OFF THE PROPERTY LINE WITHIN THE RIGHT-OF-WAY, UNLESS A SIDEWALK EASEMENT IS PROVIDED FOR A MEANDERING SIDEWALK OR AN ALTERNATIVE DESIGN IS APPROVED BY THE CITY. BARRIER-FREE RAMPS, PER CITY STANDARDS, SHALL BE PROVIDED ON SIDEWALKS AT ALL CURB CROSSINGS.
  - MECHANICAL UNITS, DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - ALL SIGNAGE CONTINGENT UPON APPROVAL BY BUILDING INSPECTION DEPARTMENT.
  - APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED.
  - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - BUILDING FACADES WITHIN THIS DEVELOPMENT SHALL BE COMPATIBLE, AS PROVIDED IN THE RETAIL CORNER DESIGN GUIDELINES.
  - OUTDOOR LIGHTING SHALL COMPLY WITH ILLUMINATION STANDARDS WITH SECTION 6-466 OF THE CODE OF ORDINANCES.
  - PLEASE CONTACT THE BUILDING INSPECTION DEPARTMENT TO DETERMINE THE TYPE OF CONSTRUCTION AND OCCUPANCY GROUP.
  - ALL ELECTRICAL TRANSMISSION, DISTRIBUTION, AND SERVICE LINES MUST BE UNDERGROUND WHERE REQUIRED.
  - USES SHALL CONFORM IN OPERATION, LOCATION, AND CONSTRUCTION TO THE FOLLOWING PERFORMANCE STANDARDS IN SECTION 3-1300 OF THE ZONING CODE: NOISE, SMOKE, AND PARTICULATE MATTER, ODOUR, FIRE OR EXPLOSIVE MATERIAL, TOXIC AND NOXIOUS MATTER, VIBRATION AND/OR OTHER PERFORMANCE STANDARDS.



**OWNER**  
SKYBOX LEGACY, L.P.  
5820 W. NORTHWEST HWY  
SUITE 200  
DALLAS, TEXAS 75225  
PH: (214) 378-8200  
CONTACT: TOM LEISER

**DEVELOPER:**  
SKYBOX LEGACY, L.P.  
5820 W. NORTHWEST HWY  
SUITE 200  
DALLAS, TEXAS 75225  
PH: (214) 378-8200  
CONTACT: TOM LEISER

**CIVIL ENGINEER:**  
BURY-DFW, INC.  
5310 HARVEST HILL ROAD  
SUITE 100  
DALLAS, TEXAS 75230  
PH: (972) 991-0011  
FAX: (972) 991-0278  
CONTACT: GRAYSON K. HUGHES, P.E.

**REVISED PRELIMINARY SITE PLAN  
PROJECT #2016-005  
EARL BACCUS # 1 ADDITION**  
LOT 1, BLOCK A,  
BEING 10.959 ACRES SITUATED IN  
THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO.150,  
AND HENRY B. MILLER SURVEY, ABSTRACT NUMBER 614  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
MAY, 2016





# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/28/16			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): <b>Paula Date x8306</b>					
<b>CAPTION</b>					
A Resolution of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between CompuCom Systems, 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.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2016-17 through 2026- 27</b>	Prior Year (CIP Only)	Current Year	Future Years	<b>TOTALS</b>
Budget		0	40,505,687	0	<b>40,505,687</b>
Encumbered/Expended Amount		0	-5,381,200	-21,278,955	<b>-26,660,155</b>
This Item		0	-450,000	0	<b>-450,000</b>
BALANCE		0	34,674,487	-21,278,955	<b>13,395,532</b>
<b>FUND(S):    ECONOMIC DEVELOPMENT INCENTIVE FUND</b>					
<b>COMMENTS:</b> Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
<b>SUMMARY OF ITEM</b>					
A request from CompuCom Systems, Inc., a Delaware corporation, 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. CompuCom System, Inc. agrees to occupy at least 92,250 gross square feet of office space at 8383 Dominion Parkway, Plano, TX and transfer or create at least 600 Job Equivalents by 12/1/18.					
<a href="https://goo.gl/GxvP0N">https://goo.gl/GxvP0N</a>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Economic Development Incentive Agreement					

**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between CompuCom Systems, 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 CompuCom Systems, 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 28th day of June, 2016.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



## **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

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

### **WITNESSETH:**

**WHEREAS**, Company is engaged in the business of information technology outsourcing services and products and plans to add Three Million Two Hundred Thousand Dollars (\$3,200,000) of Real Property improvements and Three Million Two Hundred Thousand Dollars (\$3,200,000) of Business Personal Property (“BPP”); and

**WHEREAS**, Company agrees to occupy at least 92,250 gross square feet of office space and transfer or create up to 600 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 City Council finds that the occupancy of at least 92,250 gross square feet of office space and the creation or transfer of up to 600 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:

“Commencement Date” shall mean the earlier of the occupancy of the Property or August 1, 2016, whichever occurs first.

“Company” shall mean CompuCom Systems, Inc., a Delaware corporation.

“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 Real 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 8383 Dominion Parkway, Plano, TX 75024.

## **Article II Term**

The term of this Agreement shall begin on the Commencement Date and continue for ten (10) years thereafter, 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) By the Commencement Date, occupy the Property and maintain occupancy throughout the term of the Agreement; and

(b) By August 1, 2016, create or transfer at least 500 Job Equivalents and maintain the Job Equivalents for a minimum of 180 days prior to grant payment and continue to maintain those Job Equivalents on the Real Property throughout the Agreement; and

(c) By December 31, 2018, and subject to maintaining the required number of Job Equivalents pursuant to Article III, Section (b) herein, Company may create or transfer up to 100 additional Job Equivalents 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 Fifty Thousand Dollars (\$450,000) 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 August 1, 2016, Company shall occupy the Property and transfer or create at least 500 Job Equivalents to the Real Property and maintain the Job Equivalents for a minimum of 180 days to be eligible to receive a payment of Three Hundred Seventy-Five Thousand Dollars (\$375,000). 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, Sections (a), (b) and (d) not earlier than February 1, 2017 and not later than May 1, 2017. 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) By December 1, 2018, and subject to the Company transferring, creating and maintaining the minimum number of Job Equivalents required pursuant to Section 4.02(a) herein, Company may add up to an additional 100 Job Equivalents for a total maximum number of 600 Job Equivalents at the Real Property to be eligible to receive a second (2nd) grant payment of up to Seventy-Five Thousand Dollars (\$75,000) which may be pro-rated at Seven Hundred Fifty Dollars (\$750) for each Job Equivalent up to the maximum amount allowed herein. **Company must submit the Annual Certification form attached hereto as Exhibit "B" as required by Section 4.02(c) below certifying the number of Job Equivalents added pursuant to Article III, Section (c) and compliance with Article III, Sections (a), (b) and (d)**

**not later than January 31, 2019 to be eligible for the second (2nd) grant payment. 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 remaining grant and invokes the City's right to a full refund, including damages, as set out in Section 4.03 below.**

City will make the payment within thirty (30) days of receipt of the January 31, 2019 annual certification if Company qualifies for a second (2nd) grant payment pursuant to this Section 4.02(b), unless the City reasonably objects to the certification. In no event will the City make the second (2nd) grant payment prior to January 1, 2019.

(c) Beginning January 31, 2018, Company must submit an annual certification on the form attached hereto as Exhibit "B" not later than January 31st 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 31st deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City's right to a full refund, including damages, as set out in Section 4.03.**

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

#### 4.03 **Refund/Default.**

(a) If the Company fails to meet and maintain the required number of Job Equivalents for more than 180 consecutive days as set out in Section 4.02(a) and the loss is not the result of an Event of Force Majeure, the Company shall forfeit the entire grant. Thereafter, if the Company fails to maintain the required number of Job Equivalents, for which it has received payment, 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 Seven Hundred Fifty Dollars (\$750) 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 Company is convicted of the offense.

## **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:

(a) Five (5) years from the end of the Agreement period; or

(b) 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 5.01 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. Paige Mims  
City Attorney  
1520 Avenue K  
P.O. Box 860358  
Plano, TX 75086-0358

If intended for the Company before relocation:  
CompuCom Systems, Inc.  
Attention: Ms. Peg Stephenson  
Facilities Director  
7171 Forest Lane  
Dallas, TX 75230

If intended for the Company after relocation:  
CompuCom Systems, Inc.  
Attention: Ms. Peg Stephenson  
Facilities Director  
8383 Dominion Parkway  
Plano, TX 75024

8.05 **Compliance with Equal Rights Ordinance.** Company agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

“It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;



(l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or

(m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic.”

Company also understands that it is entitled to apply to the City Manager for a waiver from the Equal Rights Ordinance’s application to its business if applying it would conflict with state or federal law. During the review of the waiver request, the contract will be placed on hold.

8.06 **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.

8.07 **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.

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

8.09 **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.

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

8.11 **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.

8.12 **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

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

\_\_\_\_\_  
Bruce D. Glasscock, CITY MANAGER  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

ATTEST:

COMPUCOM SYSTEMS, 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 CompuCom Systems, Inc., a Delaware corporation has occupied the office space and transferred or added at least 500 Job Equivalent positions at the Real Property by August 1, 2016, 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 CompuCom Systems, Inc., a Delaware corporation has failed to occupy the office space and/or has failed to transfer or add at least 500 Job Equivalent positions at the Real Property by August 1, 2016, 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:

COMPUCOM SYSTEMS, INC., a  
Delaware corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

**NOTE: This form is due not earlier than February 1, 2017 and not later than May 1, 2017.**

This Certificate of Compliance should be mailed to:

City of Plano  
Finance Department  
P.O. Box 860358  
Plano, TX 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 CompuCom Systems, Inc., a Delaware 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 CompuCom Systems, Inc., a Delaware 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 CompuCom Systems, Inc., a Delaware 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 CompuCom Systems, Inc., a Delaware 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.

\_\_\_\_\_ c. **(FOR USE IN JANUARY 2019 ONLY IF APPLICABLE)** I hereby certify that CompuCom Systems, Inc., a Delaware corporation is in compliance with all terms and conditions of the Agreement and that as of December 31, 2018, CompuCom Systems, Inc., a Delaware corporation has added \_\_\_ total number of Job Equivalents (not to exceed 100), in addition to the 500 initial Job Equivalents, and is entitled to receive a second (2nd) grant payment in accordance with Section 4.02(b). I further certify that as of December 31 of the prior year, the total number of Job Equivalents was \_\_\_\_\_.

ATTEST:

COMPUCOM SYSTEMS, INC., a  
Delaware corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

**NOTE: This form is due by January 31 of each year beginning on January 31, 2018, 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, TX 75086-0358



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/28/16		
Department:		City Manager		
Department Head		P. Braster - Special Projects		
Agenda Coordinator (include phone #): <b>M. Martinez - 7122</b>				
<b>CAPTION</b>				
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of the First Amendment to the Economic Development Incentive Agreement by and between the City of Plano and SWC Tollway &amp; 121, LLC, a Delaware limited liability company, executed on December 17, 2015 for the construction and installation of certain public infrastructure and improvements within the public rights-of way within and near the Legacy West development; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-2016</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	1,500,000	0
Encumbered/Expended Amount		0	-1,500,000	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(S):    PUBLIC INFRASTRUCTURE IMPROVEMENTS CIP</b>				
<p><b>COMMENTS:</b> This item has no financial impact; however, it does alter the scope of the economic development agreement approved in December 2015 to which the City of Plano committed \$1.5 million.</p> <p><b>STRATEGIC PLAN GOAL:</b> Modifying existing development agreements in a manner that is beneficial to both the City of Plano and the developer relates to the City's goal of Strong Local Economy and Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This amendment to the existing development agreement provides the terms and conditions for funding of additional public improvements in the Legacy Drive right-of-way from east of the Dallas North Tollway to approximately 300 feet west of Communications Parkway. The additional improvements include enhanced streetscape, additional median and street improvements, and traffic signal equipment modifications. The Legacy West developer has received bids for the original scope of work and the additional scope of work items. The developer has determined that additional funding will not be required to complete the additional items of work.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution, Development Agreement				



# Memorandum

**Date:** June 13, 2016

**To:** Bruce D. Glasscock, City Manager  
Jack Carr, Deputy City Manager

**From:** Peter J. Braster, Director of Special Projects

**Subject:** First Amendment to the Economic Development Agreement between the City Of Plano and SWC Tollway & 121, LLC.

The City Council approved an Economic Development Incentive Agreement with SWC Tollway & 121 on December 14, 2015 for the actual cost of construction and installation of improvements located within the public rights-of-way in and around the Legacy West development. The approved scope of work included: (a) raised median landscaping and enhanced street lighting on Legacy Drive and Headquarters Drive between the Dallas North Tollway and Communications Parkway; (b) enhanced street lighting on Legacy Drive between the Dallas North Tollway and Parkwood Boulevard; and (c) brick paver crosswalks at the intersections of Headquarters Drive with Communications Parkway and with Windrose Avenue. The approved cost of these scope items was not to exceed \$1.5 million.

Over the past six months, SWC Tollway & 121 has executed construction contracts to complete the work. In addition, additional development projects were approved which are now necessitating additional work within the City's right-of-way. That work includes: (i) enhanced streetscape (wider sidewalks, pedestrian amenities, etc.); (ii) additional median and street improvements; and (iii) traffic signal equipment modifications. All of this additional work is located on Legacy Drive between the northbound Service Road of the Dallas North Tollway and approximately 300-feet west of Communications Parkway.

The attached First Amendment to the Economic Development Incentive Agreement adds the additional scope (items i, ii, and iii outlined above) to the agreement. SWC Tollway & 121 has determined that the additional work can be completed within the previously approved amount of \$1.5 million. SWC Tollway & 121 will be responsible for any costs above \$1.5 million.

**A Resolution of the City of Plano, Texas, approving the terms and conditions of the First Amendment to the Economic Development Incentive Agreement by and between the City of Plano and SWC Tollway & 121, LLC, a Delaware limited liability company, executed on December 17, 2015 for the construction and installation of certain public infrastructure and improvements within the public rights-of way within and near the Legacy West development; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented an amendment to an Economic Development Incentive Agreement between the City of Plano (the "City") and SWC Tollway & 121, LLC, (the "Developer") a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference as "First Amendment"; and

**WHEREAS**, the City Council on December 14, 2015 adopted Resolution No. 2015-12-4(R) that approved an Economic Development Incentive Agreement between the City and the Developer; and

**WHEREAS**, the City has determined funding certain additional public improvements and allowing for additional time for construction, if requested, in accordance with the terms and conditions set forth in this First Amendment will further the objectives of the City, will benefit the City and its citizens, will promote local economic development, and will stimulate business and commercial activity in the City; and

**WHEREAS**, upon full review and consideration of the First Amendment and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and the City Manager or his authorized designee shall be authorized to execute the First Amendment 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 First Amendment, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

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

**Section III.** The City Manager, at his discretion, is hereby authorized to extend the deadline dates contained within the Economic Development Incentive Agreement executed on December 17, 2015 upon the written request of SWC Tollway & 121, LLC, by written amendment to the Economic Incentive Agreement.

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

**DULY PASSED AND APPROVED** this the 28th day of June, 2016.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY



**First Amendment to the Economic Development Incentive Agreement**  
**by and between City of Plano and SWC Tollway & 121, LLC**

This First Amendment to the Economic Development Incentive Agreement (hereinafter "First Amendment") is made and entered into by and between SWC Tollway & 121, LLC, a Delaware limited liability company (hereinafter "Company"), and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

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

**WHEREAS**, City and Company entered into an Economic Development Incentive Agreement on December 17, 2015 (hereinafter "Agreement") to promote economic development, stimulate commercial activity and enhance the tax base of the City; and

**WHEREAS**, City and Company desire to amend said Agreement to modify the scope of work described in Section 4.02 of the Agreement because the current scope of work can be accomplished for less than the amount of public funds that the City was willing to contribute to the Company for the infrastructure improvements.

**NOW THEREFORE**, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Amendment and the Agreement, priority of interpretation shall be in the following order: First Amendment, Agreement.

IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the parties agree as follows:

**I.**

Beginning on the effective date of execution of this First Amendment and continuing through the remaining term of the Agreement, Article 4.02 of the Agreement is amended to read in its entirety as follows:

**“Items.** City will reimburse the Developer for the actual cost of construction and installation of the following improvements located within the public rights-of-way located east and west of the Dallas North Tollway, and as shown in Exhibit “A”, attached hereto:

- (a) Raised median landscaping and enhanced street lighting on Legacy Drive and Headquarters Drive between the Dallas North Tollway and Communications Parkway.
- (b) Enhanced street lighting on Legacy Drive between the Dallas North Tollway and Parkwood Boulevard.
- (c) Brick paver crosswalks at the intersections of Headquarters Drive with Communications Parkway and with Windrose Avenue.

(d) Enhanced streetscape, additional median and street improvements, and traffic signal equipment modifications on Legacy Drive between the Northbound Service Road of the Dallas North Tollway and approximately 300-feet west of Communications Parkway.

And, Exhibit "A" of the original agreement is replaced by the attached Exhibit "A".

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

ATTEST:

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

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

\_\_\_\_\_  
Bruce D. Glasscock, CITY MANAGER

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**SWC Tollway & 121, LLC a Delaware  
limited liability company**

By: Team Legacy Land, LLC  
a Texas limited liability company,  
its Manager

By: \_\_\_\_\_  
Fehmi Karahan, President

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

**ACKNOWLEDGMENTS**

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

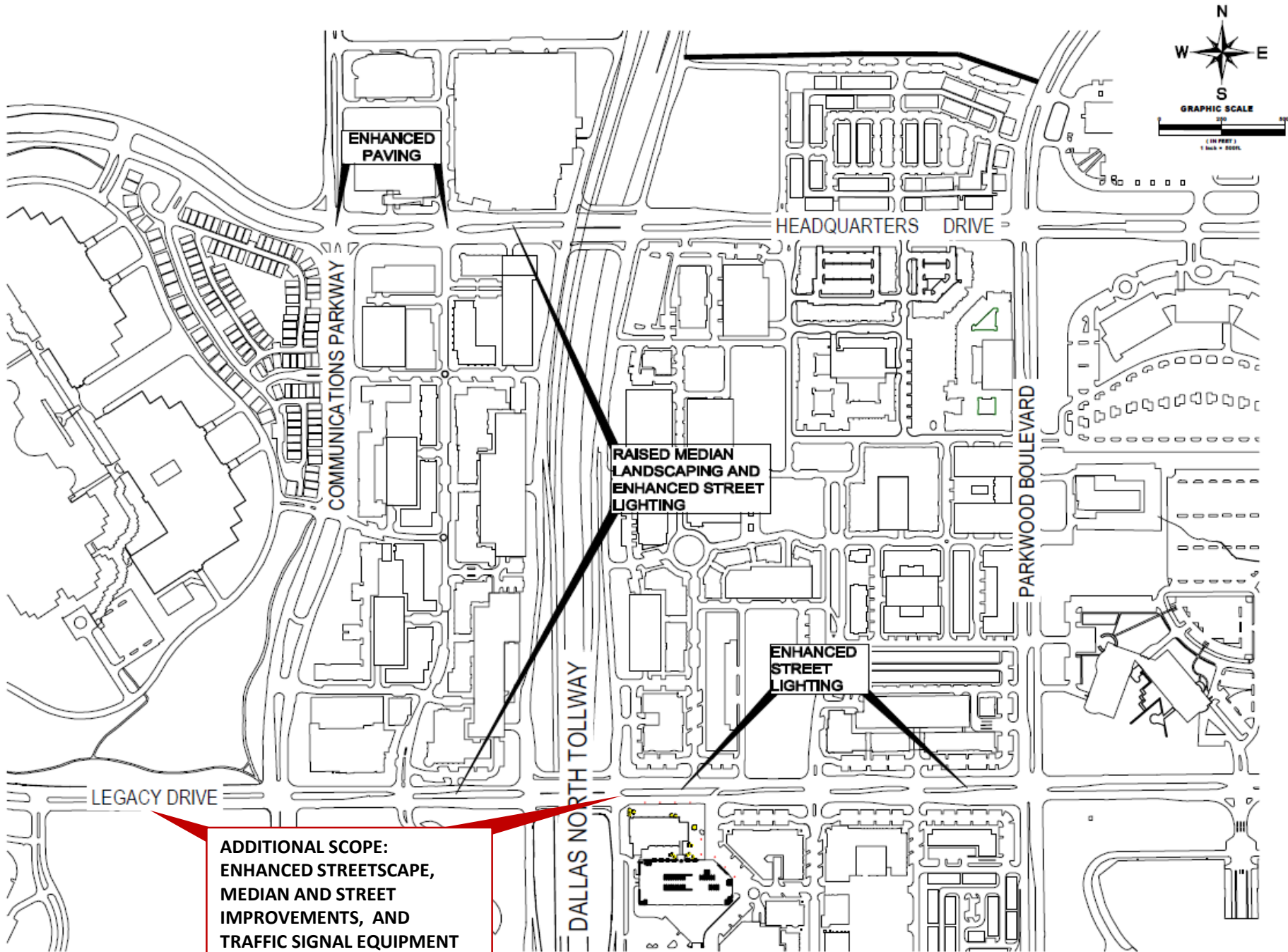
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **Bruce D. Glasscock, City Manager** of the **City of Plano, Texas**, a Home Rule Municipal Corporation, on behalf of said corporation.

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

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2016 by **FEHMI KARAHAN, President of SWC Tollway & 121, LLC**, a Delaware limited liability company, on behalf of said limited liability company.

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



**ADDITIONAL SCOPE:  
ENHANCED STREETScape,  
MEDIAN AND STREET  
IMPROVEMENTS, AND  
TRAFFIC SIGNAL EQUIPMENT  
MODIFICATIONS**



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		June 28, 2016		
Department:		Animal Services		
Department Head		Jamey Cantrell		
Agenda Coordinator (include phone #): <b>Jamey Cantrell (972) 769-4226</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, approving a revised Animal Services Fee Schedule to reflect fees for current and new services and programs; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	404,329	0
BALANCE		0	404,329	0
<b>FUND(S):    GENERAL FUND</b>				
<b>COMMENTS:</b> The purpose of this Resolution is to set Animal Services Fees and separate them from Health Department Fees Ordinance. The total amount of 2015-16 budgeted revenues for Animal Services is \$404,329. <b>STRATEGIC PLAN GOAL:</b> A Resolution to set Animal Services Fees and separate from the Health Department Fees Ordinance relates to the City's goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Currently, Animal Services fees are set by the city's Health Department Fees Ordinance. The adoption of a new Chapter 4, Animal Regulations, requires that Animal Services fees be set by Council resolution. This item sets all Animal Services fees, which are unchanged from the Health Department Fees Ordinance, and creates the newly approved fee for a zoological educational outreach display permit.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution, Fee Schedule, and Animal Services Memo			N/A	

**Date:** June 16, 2016

**To:** Bruce Glasscock, City Manager

**From:** Jamey Cantrell, Animal Services Director

**Subject:** Ordinance Clean Up and Fee Resolution

Animal Services has recently completed proposed changes to Chapter 4 of the City's Code of Ordinances. The last update to this Chapter was passed in 2009 and many changes in state law as well as Animal Services now being a stand-alone department necessitate revisions to the City's Code of Ordinances. Additionally, the city's Prosecutor's Office assisted in editing the ordinances to clarify language and eliminate loopholes that sometimes made enforcement difficult. These revisions have been presented and supported by the Animal Shelter Advisory Committee and there were four opportunities for public comments: during the April and October meetings in 2015 and the January and April meetings in 2016. No comments were received. Staff from Animal Services and the Legal Department have spent numerous hours writing and re-writing these proposed changes to ensure that they reflect the City's attitude of being a progressive, humane community while still ensuring that all individual rights are protected.

Although this is a "major" revision with regards to wording, there is actually little change in ordinance requirements. In fact, the average pet owner will face no more or less regulation than they do with the current ordinance. Most of the additions affect animal-related business by giving the Animal Services Department greater authority to address ordinance violations through temporary closures and enforcement actions. The principal changes are highlighted below but if a complete "strike-through" version is requested to illustrate every difference, one can be provided:

- Section 4-27 - Requires those who use traps to capture animals to check the trap at least once daily, not set the trap if the overnight low temperature is expected to be below forty degrees Fahrenheit, and ensure that all traps are set in conditions that do not otherwise endanger a captured animal due to exposure to the elements. It also bars trapped animals from being killed and prohibits the use of all lethal traps except for commercially available traps set specifically for rats, mice, or insects.
- Section 4-61 - Appoints the animal shelter as the designated caretaker of all impounded animals and then fully transfers ownership of all animals to the city after the expiration of any required holding period.
- Section 4-124 - Creates a permit for zoological educational outreach displays for groups that are accredited by either the American Zoological Association or Zoological Association of America so that they can display animals that are not allowed in petting zoos or other animal-related businesses.
- Section 4-128 - Requires permit holders to temporarily cease operations and report to Animal Services if there is any imminent health hazard that might affect the permit holder's staff, customers, or animals. If the permit holder does not do so voluntarily, the Animal Services Director may order a temporary closure and impound any animals until the hazard is abated and operations can resume.
- Section 4-129 - Allows permits to be suspended if permittees refuse to allow required inspections, fail to meet ordinance requirements, or otherwise violates city ordinances.
- Section 4-130 - Consolidates all permit revocation, denial, and appeal processes.
- Section 4-157 - Brings the Dangerous Animal statutes into alignment with state law with regards to the appeal process and the timeframe that appeals must be filed in.

An Ordinance to repeal all Animal Services fees set by the Health Department Fees Ordinance and a Resolution to set all Animal Services fees is also included in this clean up. These are needed to separate Animal Services fees from the Health Department fees. All current fees set by the previous Ordinance will remain the same with the Resolution only setting a new fee for the proposed permit for zoological educational outreach displays.

**A Resolution of the City of Plano, Texas, approving a revised Animal Services Fee Schedule to reflect fees for current and new services and programs; and providing an effective date.**

**WHEREAS**, on January 27, 2014, the City Council adopted Ordinance No. 2014-1-20, entitled "Health Categories and Fees" to provide the latest Animal Services and Environmental Health fees; and

**WHEREAS**, it is necessary to update and approve a new Animal Services fee schedule to incorporate fees for new programs and services offered by the department; and

**WHEREAS**, the City Council, has determined that it is in the best interest of the City of Plano, Texas, to adopt a revised a fee schedule, attached hereto as Exhibit "A".

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

**Section I.** The Animal Services Department Fee Schedule, attached hereto as Exhibit "A," having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby approved.

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

**DULY PASSED AND APPROVED** this the 28th day of June, 2016.

---

Harry LaRosiliere, MAYOR

**ATTEST:**

---

Lisa C. Henderson, CITY SECRETARY

**APPROVED AS TO FORM:**

---

Paige Mims, CITY ATTORNEY

EXHIBIT "A"

ANIMAL SERVICES FEES

ANNUAL REGISTRATION	FEE
Dog, cat or ferret registration - annual	\$30.00
Sterilized dog, cat, or ferret registration – annual (Reduced to \$5.00 if owner is sixty (60) years of age or older or provides proof of receiving financial assistance from any governmental agency; the animal is used by a law enforcement agency; or the animal is a certified assistance animal.)	\$10.00
Dangerous animal registration - annual	\$250.00
Lost registration tag fee	\$5.00
Late Fee for annual registration if applied for thirty-one (31) or more days after the expiration of the previous registration	\$10.00
First-time registration of any dog, cat or ferret twelve (12) months of age or less, sterilized or unsterilized	\$10.00
<b>PERMIT*</b>	
Commercial Breeder Permit - annual	\$75.00
Animal Establishment Permit - annual	\$75.00
Animal Exhibition Permit - per seven (7) day period	\$25.00
Zoological Educational Outreach Display Permit - annual	\$75.00
Pet Grooming Facility Permit - annual	\$50.00
Multi-Pet Permit Application Fee - annual	\$15.00
Wildlife Educational Center Permit - annual	\$200.00
Wildlife Rehabilitator Permit - annual	No charge
Re-inspection Fee – per re-inspection, for Commercial Breeder, Animal Establishment, Pet Grooming Facility or Wildlife Educational Center	\$25.00
Late Fee for annual Permit for Commercial Breeder, Animal Establishment, Pet Grooming Facility or Wildlife Educational Center if applied for one to thirty (1-30) days after expiration of previous permit	\$25.00
Late Fee for annual Permit for Commercial Breeder, Animal Establishment, or Pet Grooming Facility if applied for thirty-one (31) or more days after expiration of previous permit	\$50.00
<b>IMPOUND AND BOARDING</b>	
First Impoundment	\$75.00
First Impoundment may be reduced by the following amounts if the animal, at the time of the impound is:	
Sterilized	\$40.00
Currently vaccinated against rabies	\$10.00
Currently licensed with the City	\$10.00
Identified by traceable identification	\$15.00
Second Impoundment in any twelve (12) month period	\$100.00
Third and all subsequent impoundments in any twelve (12) month period: Previous full impound fee plus	\$100.00+
Boarding Fee per animal, daily for all or part of any one day	\$10.00



ADOPTION	
Dog or cat	\$80.00
Ferret	\$50.00
Bird, small mammal, reptile	\$25.00
MISCELLANEOUS	
Microchipping fee	\$15.00
Rabies vaccination fee	\$10.00
Local Rabies Control Authority Incident Fee (includes all boarding and observation fees and ship and test fees)	
	\$100.00
Livestock capture and impoundment, per head	\$100.00
Livestock boarding fee, per head, per day	\$15.00
Deceased dog, cat, or other small animal cremation fee	\$20.00
Owner surrender fee for any dog, cat, or other small animal	\$25.00

\*No permit shall be issued or renewed until such fee is paid.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/28/2016			
Department:		Technology Services			
Department Head		Chris Chiancone			
Agenda Coordinator (include phone #): <b>Corey Isaacs x7134</b>					
<b>CAPTION</b>					
A Resolution of the City of Plano, Texas, ratifying an expenditure pursuant to an existing contract by and between Cellco Partnership d/b/a Verizon Wireless and Its Related Entities and the City of Plano, Contract 2012-251-O, for voice and data services in the amount of \$99,272.00; approving the execution of all necessary documents by the City Manager or his designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15, 2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		44,542	54,730	0	<b>99,272</b>
Encumbered/Expended Amount		-44,542	0	0	<b>-44,542</b>
This Item		0	-54,730	0	<b>-54,730</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(S):    OPERATING FUNDS</b>					
<p><b>COMMENTS:</b> This item ratifies existing wireless contract expenditures for 2015-16 in the amount of \$54,730, as well as prior year ratifications totaling \$44,542, for a total ratification amount of \$99,272. These expenditures were for wireless aircards used by Plano's public safety and public works departments to connect vehicles to the City of Plano's network.</p> <p><b>STRATEGIC PLAN GOAL:</b> Ratifying expenditures from an existing contract relates to the City's goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
See Recommendation Memo					
List of Supporting Documents: Recommendation Memo Resolution			Other Departments, Boards, Commissions or Agencies		



# Memorandum

**Date:** Tuesday, June 14, 2016

**To:** Diane Palmer-Boeck, Director of Procurement and Project Management

**From:** Chris Chiancone, Chief Information Officer

**Subject:** Verizon Wireless - To ratify the existing wireless Contract 2012-251-O for voice and data services.

The City of Plano has, in the past year, expanded the dependency on wireless LTE connectivity by increasing the number of Verizon Wireless Air Cards deployed to Public Safety and Public Works vehicles; this dependency was due to departments exceeding the network capabilities and the aging infrastructure installed on legacy networks. With advancements in networking technology and the need for real-time data, wireless air cards have enabled our departmental personnel to respond to requests while staying connected to critical information systems. This contract requires ratification of \$99,272 due to forecasted growth not considering the introduction of technology advancements and reliance on network connectivity supporting greater data transmission and throughput for mobile personnel.

**A Resolution of the City of Plano, Texas, ratifying an expenditure pursuant to an existing contract by and between Cellco Partnership d/b/a Verizon Wireless and Its Related Entities and the City of Plano, Contract 2012-251-O, for voice and data services in the amount of \$99,272.00; approving the execution of all necessary documents by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, the City of Plano (“City”) and Cellco Partnership d/b/a Verizon Wireless and Its Related Entities (“Verizon Wireless”) have an existing contract for voice and data services whereby, among other things, Verizon Wireless provides wireless LTE connectivity to City Public Safety and Public Works vehicles; and

**WHEREAS**, City employees in these departments have increased their use of wireless LTE data services, which exceeded otherwise existing network capabilities; and

**WHEREAS**, increasing the use of wireless LTE connectivity has allowed departmental personnel to respond to requests for service while simultaneously staying connected to critical data information systems; and

**WHEREAS**, the City Council has been presented an expenditure pursuant to an existing contract between City and Verizon Wireless, specifically contract 2012-251-O, in the amount of ninety-nine thousand two hundred seventy-two and no/100 dollars (\$99,272.00) for the purchase of additional wireless LTE air cards for the increased use of wireless LTE connectivity; and

**WHEREAS**, the City Council finds that said expenditure should be ratified and approved.

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

**Section I.** The expenditure of ninety-nine thousand two hundred seventy-two and no/100 dollars (\$99,272.00) pursuant to existing contract 2012-251-O, having been found to be acceptable and in the best interests of the City of Plano and its citizens by the City Council of the City of Plano, is hereby in all things ratified and execution of all necessary documents to effectuate same by the City Manager or his designee on behalf of the City of Plano is hereby approved.

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

**DULY PASSED AND APPROVED** this the 28th day of June, 2016.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/28/2016		
Department:		Public Works		
Department Head		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): <b>Nancy Corwin 972-941-7137</b>				
<b>CAPTION</b>				
<p>A Resolution of the City of Plano, Texas, ratifying the expenditure of funds in the amount of one hundred seventy-six thousand one hundred and five dollars (\$176,105.00) to HD Supply Waterworks, LTD for de-chlorinator tablets; authorizing the execution of any and all documents in connection therewith by the City Manager or his designee; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	565,075	0	<b>565,075</b>
Encumbered/Expended Amount	0	-312,437	0	<b>-312,437</b>
This Item	0	-176,105	0	<b>-176,105</b>
BALANCE	0	76,533	0	<b>76,533</b>
<b>FUND(S):     WATER &amp; SEWER FUND</b>				
<p><b>COMMENTS:</b> This item ratifies an existing expenditure for de-chlorinator tablets for Public Works in the amount of \$176,105.</p> <p><b>STRATEGIC PLAN GOAL:</b> Contracts for water treatment chemicals relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>See Recommendation Memo. This procurement is necessary to preserve or protect the public health or safety or the municipality's residents. The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(2).</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Recommendation Memo, Resolution				



# Memorandum

**Date:** June 13, 2016  
**To:** Diane Palmer-Boeck, Director of Procurement and Project Management  
**From:** Gerald P. Cosgrove, P.E.; Director of Public Works  
**Subject:** Request for Ratification of 2014-340-C for De-chlorinator Tablet Expenditure

The City of Plano awarded a 12 month contract, with three - one year renewals for de-chlorinator tablets to HD Supply Waterworks, LTD, on October 27, 2014.

De-chlorinator tablets are used when flushing fire hydrants and during water main breaks in order to eliminate the harmful effects of chloramines on aquatic life as required by TCEQ.

During the initial contract period, the City of Plano was in water restrictions. Flushing was increased to maintain the water quality that we provided to our citizens. This resulted in a dramatic increase in the usage of de-chlorinator tablets.

The need for additional de-chlorinator tablets was addressed earlier this year. Bid No. 2016-0148-C for \$213,505 was awarded on February 8, 2016. This contract is for one year with 3 City optional renewals.

The Public Works Department expended \$249,984.00 in the first year of the contract. This amount is \$176,105.00 over the contract amount of \$73,879. The Public Works Department requests ratification of the expenditures of \$176,105.00 which were necessary to maintain the water system, to protect the public health and safety of the environment and to comply with TCEQ regulations.

cc: David Falls, Public Works Operations Manager  
Gentry Strickland, Utility Operations Superintendent  
Nancy Corwin, Purchasing Buyer

**A Resolution of the City of Plano, Texas, ratifying the expenditure of funds in the amount of one hundred seventy-six thousand one hundred and five dollars (\$176,105.00) to HD Supply Waterworks, LTD for de-chlorinator tablets; authorizing the execution of any and all documents in connection therewith by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, the City of Plano has a contract for supply of de-chlorinator tables with HD Supply Waterworks, LTD, that was entered into on October 27, 2014 in the amount of seventy-three thousand eight hundred and seventy-nine dollars (\$73,879.00); and

**WHEREAS**, because of water restrictions, flushing was increased to maintain water quality, resulting in a large increase in the usage of de-chlorinator tablets, resulting in an expenditure of one-hundred seventy-six thousand one hundred and five dollars (\$176,105.00) over the current contract price; and

**WHEREAS**, the City Council has determined it is in the best interests of the citizens of Plano that the City preserve aquatic life as required by the Texas Commission of Environmental Quality by increasing the flushing and thus the use of de-chlorinator tablets; and

**WHEREAS**, upon full review and consideration of the expenditure, and all matters attendant and related thereto, the City Council is of the opinion that the expenditure should be ratified and approved, and the City Manager or his designee is authorized to execute any and all documents on behalf of the City of Plano for this purchase.

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

**Section I.** The City Council hereby finds and determines that the ratification of the expenditure of funds for the purchase of the de-chlorinator tablets are in the best interest of the City of Plano and its citizens.

**Section II.** The City Manager or his designee is authorized to execute any and all documents in connection with the purchase of de-chlorinator tablets in the amount of one-hundred seventy-six thousand one hundred and five dollars (\$176,105.00).

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

**DULY PASSED AND APPROVED** the 28th day of June, 2016.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		June 28, 2016			
Department:		Public Works			
Department Head		Gerald P. Cosgrove			
Agenda Coordinator (include phone #): <b>Nancy Corwin 972-941-7137</b>					
<b>CAPTION</b>					
<p>A Resolution of the City of Plano, Texas, ratifying the expenditure of funds in the amount of one hundred eighty-two thousand one hundred and thirty-nine dollars (\$182,139.00) to Legacy Contracting, LP, dba Control Specialist Services, LP for providing additional water and wastewater pumping facilities maintenance; authorizing the execution of any and all documents in connection therewith by the City Manager or his designee; and providing an effective date.</p>					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15, 2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		318,146	990,854	500,000	<b>1,809,000</b>
Encumbered/Expended Amount		-227,802	-718,916	0	<b>-946,718</b>
This Item		-90,344	-91,795	0	<b>-182,139</b>
BALANCE		0	180,143	500,000	<b>680,143</b>
<b>FUND(s):     WATER &amp; SEWER FUND, CAPITAL RESERVE FUND</b>					
<p><b>COMMENTS:</b> This item ratifies an existing facilities maintenance expenditure in the amount of \$91,795 for FY 2015-16, in conjunction with prior year ratifications of \$90,344, for a total ratification of this contract in the amount of \$182,139.</p> <p><b>STRATEGIC PLAN GOAL:</b> Contracts for water &amp; wastewater pumping facilities maintenance relates to the strategic goal of Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>See Recommendation Memo. This procurement is necessary to preserve or protect the public health or safety of the municipality's residents. The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(2).</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation Memo, Resolution					





# Memorandum

**Date:** June 13, 2016

**To:** Diane Palmer-Boeck, Director of Procurement and Project Management

**From:** Gerald P. Cosgrove, P.E.; Director of Public Works

**Subject:** Request for Ratification of 2011-210-C Water and Wastewater Pumping Facilities Maintenance Expenditure

The last renewal for the 2011-210-C Public Works Pumping Facilities contract for Water and Wastewater Pumping Facilities Maintenance was for a year period ending on September 8, 2015. The new contract was originally awarded on July 27, 2015 but the awarded vendor failed to sign the necessary documents.

The old contract was extended to allow for a new solicitation process. The expenditures during the last renewal and the extension period exceeded the annual contract amount of \$350,000 by \$182,138.80.

The 2016-0003-C RFP for Water and Waste Water Pumping Equipment Repair and Maintenance proposal has been awarded and a contract was executed April 15, 2016.

The Public Works Department requests ratification of the expenditures of \$182,138.80 which were necessary to maintain the water and sewer pumping facilities and to protect the public health and safety.

cc: David Falls, Public Works Operations Manager  
Robbie Carpenter, Pumping Facilities Superintendent  
Jeff Davis, Pumping Facilities Superintendent  
Nancy Corwin, Purchasing Buyer

**A Resolution of the City of Plano, Texas, ratifying the expenditure of funds in the amount of one hundred eighty-two thousand one hundred and thirty-nine dollars (\$182,139.00) to Legacy Contracting, LP, dba Control Specialist Services, LP for providing additional water and wastewater pumping facilities maintenance; authorizing the execution of any and all documents in connection therewith by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, the City of Plano had a contract for water and wastewater pumping facilities maintenance with Legacy Contracting, LP, dba Control Specialist Services, LP, in the annual amount of three-hundred and fifty thousand dollars (\$350,000.00); and

**WHEREAS**, the contract was extended past the expiration date to allow time for a new solicitation process, which led to expenditures that exceeded the contract amount by one hundred eighty-two thousand one hundred and thirty-nine dollars (\$182,139.00); and

**WHEREAS**, the City Council has determined it is in the best interests of the citizens of Plano that the City, through Legacy Contracting LP, dba Control Specialist Services, LP, continued to maintain the water and wastewater pumping facilities during the solicitation process; and

**WHEREAS**, upon full review and consideration of the expenditure, and all matters attendant and related thereto, the City Council is of the opinion that the expenditure should be ratified and approved, and the City Manager or his designee is authorized to execute any and all documents on behalf of the City of Plano for this purchase.

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

**Section I.** The City Council hereby finds and determines that the ratification of the expenditure of funds for the maintenance of the water and wastewater pumping facilities is in the best interest of the City of Plano and its citizens.

**Section II.** The City Manager or his designee is authorized to execute any and all documents in connection with the expenditure for the maintenance of the water and wastewater pumping facilities in the amount of one-hundred eighty-two thousand one hundred and thirty-nine dollars (\$182,139.00).

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

**DULY PASSED AND APPROVED** the 28th day of June, 2016.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

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# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/28/2016		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
<p>A Resolution of the City of Plano, Texas, certifying that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Project Funding Assistance Program as provided by the Collin County Commissioners Court; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Project Funding Assistance Program; certifying that the Cottonwood Creek Trail Extension from Stoney Hollow Park to East Park Blvd has been dedicated for public park and recreational uses; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):    N/A				
<p><b>COMMENTS:</b> This item has no immediate financial impact.          STRATEGIC PLAN GOAL: A Resolution supporting the City of Plano's application for funding from the Collin County Parks and Open Space Project Funding Assistance Program relates to the City's goals of Partnering for Community Benefit and Great Neighborhoods - 1<sup>st</sup> Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This grant request is for trail improvements for the Cottonwood Creek Trail Extension. The project includes new 12' wide recreational trail along Cottonwood Creek between Kite Meadow Drive, along the western edge of Stoney Hollow Park to East Park Boulevard.</p> <p>The City of Plano is eligible to apply for matching grant funds for park improvements. Bond funds for this connection are available through the Park Improvement Community Investment Program. The grant is a matching grant program that will only fund the cost of the trail. The grant application request is for \$395,000 to be matched with City funds for a total trail cost of \$790,000.</p>				
Location Map: <a href="https://goo.gl/H99J54">https://goo.gl/H99J54</a>				



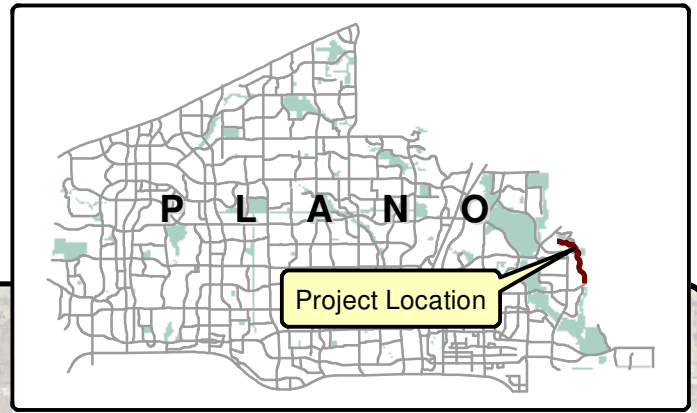
# CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Location Map Memorandum Resolution	Other Departments, Boards, Commissions or Agencies



# Location Map

Cottonwood Creek Trail Extension  
Stoney Hollow Park to East Park Blvd  
Collin County Grant Application





# Memorandum

**Date:** June 14, 2016

**To:** Amy Fortenberry, Director, Parks and Recreation  
Robin Reeves, Assistant Director, Parks and Recreation

**From:** Renee Jordan, Chief Park Planner, Parks and Recreation

**Subject:** Resolution for 2016 Collin County Parks and Open Space Project Funding Assistance Program Application for Cottonwood Creek Trail Extension (Stoney Hollow Park to East Park Boulevard)

The Parks and Recreation Department intends to submit an application for the Cottonwood Creek Trail Extension project to the Collin County Parks and Open Space Project Funding Assistance Program. The Funding Assistance Program has been in place since 1999. It allows municipalities in the County to apply for Parks and Open Space county bond funds. The funds are allocated on a competitive application basis to assist organizations and municipalities in the implementation of Parks and Open Space Projects that are consistent with the Collin County Parks and Open Space Strategic Plan.

The Cottonwood Creek Trail Extension is a regional trail connection documented in the Six Cities Trail Plan, the North Central Texas Council of Governments Regional Veloweb Plan, and the Collin County Regional Trails Master Plan. It is consistent with the County's strategic plan and is eligible for consideration in the Funding Assistance Program. Traditionally, the Department has applied to the Program whenever a project is eligible.

An applicant, if selected, is required to match at a minimum one dollar for every one dollar of county funds requested on a reimbursement basis, and Funding Assistance Program funding has been considered applicable only to the concrete trail line item cost rather than the total project cost. In the application, the City will apply for a \$395,000 grant for the estimated concrete trail line item cost of \$790,000. However, in the competitive application review process, the Program will determine the exact amount available to be granted.

Project applications are due Monday, July 11, 2016 and require a signed resolution approved by the governing body to submit an application. Funding Assistance Program funding awards are typically announced in late October.

**A Resolution of the City of Plano, Texas, certifying that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Project Funding Assistance Program as provided by the Collin County Commissioners Court; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Project Funding Assistance Program; certifying that the Cottonwood Creek Trail Extension from Stoney Hollow Park to East Park Blvd has been dedicated for public park and recreational uses; and providing an effective date.**

**WHEREAS**, the Collin County voters approved a bond referendum for the purpose of allowing cities within Collin County to participate in the Collin County Parks and Open Space Project Funding Assistance Program ("the Program"); and

**WHEREAS**, the City of Plano is fully eligible to receive financial assistance under the Program; and

**WHEREAS**, the City of Plano desires to authorize an official to represent and act for the City of Plano in dealing with the Collin County Commissioners Court concerning the Program.

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

**Section I.** The City of Plano hereby certifies that the City is eligible to receive financial assistance under the Program.

**Section II.** The City of Plano hereby certifies that the matching share for this application is readily available at this time.

**Section III.** The City Council of the City of Plano hereby authorizes and directs its Director of Parks and Recreation to act for the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Program, and the Director of Parks and Recreation is hereby officially designated as the representative in this regard.

**Section IV.** The City of Plano hereby specifically authorizes the Director of Parks and Recreation to make application for financial assistance from the Collin County Commissioners Court concerning proposed park improvements in the City of Plano for recreational use and certifying that the Cottonwood Creek Trail Extension, Stoney Hollow Park to East Park Blvd has been dedicated for public park and recreational purposes in perpetuity.

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

**DULY PASSED AND APPROVED** this the 28<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



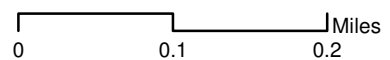
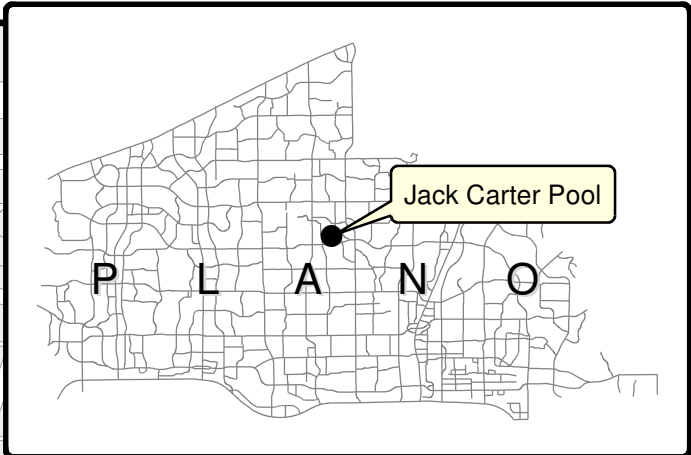
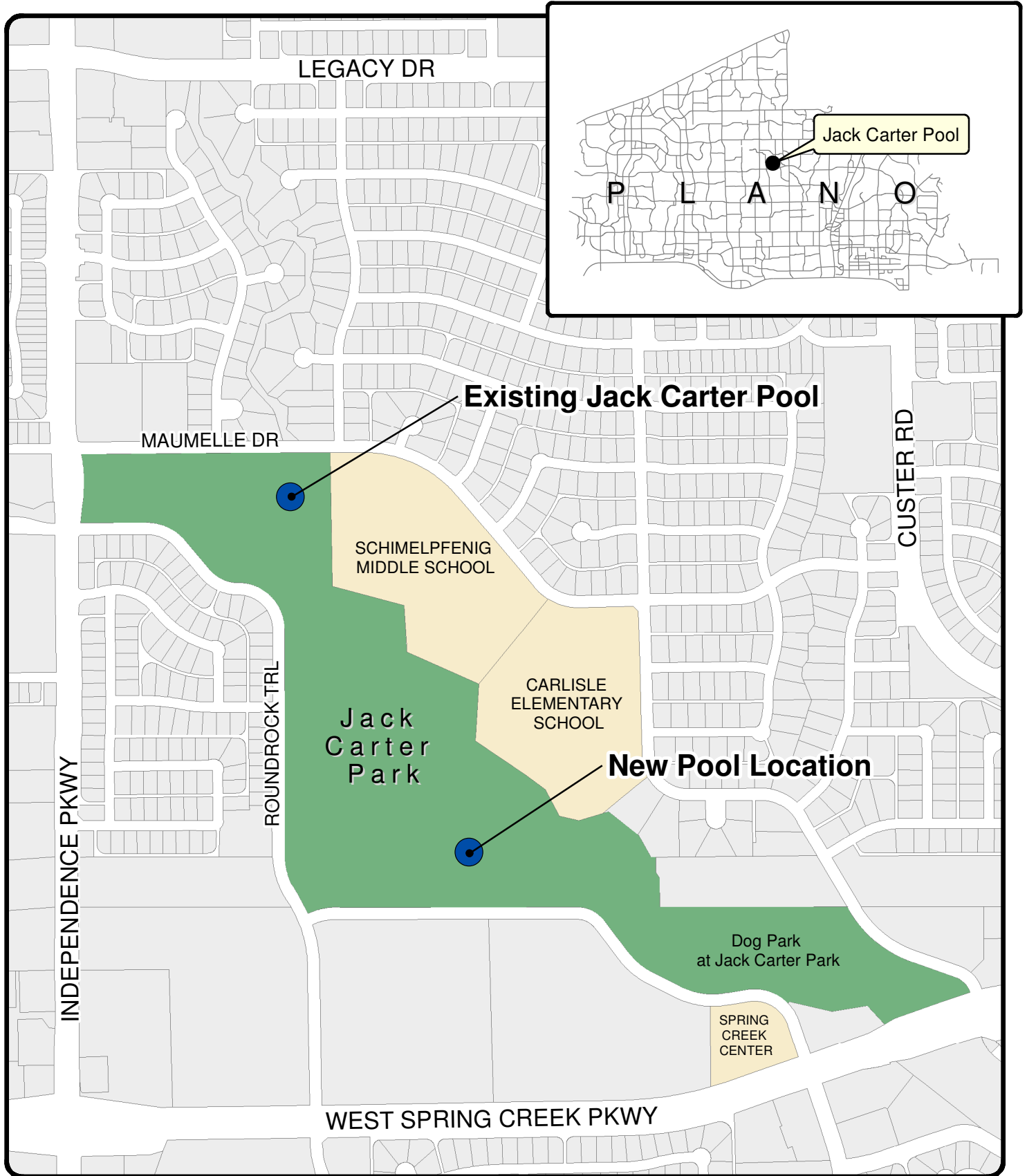


# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/28/16		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, ratifying the expenditure of \$268,231 for Change Order No. 4 to Turner Construction Company for the Construction Manager at Risk (CMAR) contract for the construction of Jack Carter Pool, Project No. 6587, Original Bid No. 2015-105-B; approving its execution by the City Manager or his designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	600,275	6,627,315	3,355,000	<b>10,582,590</b>
Encumbered/Expended Amount	-600,275	-3,893,672	0	<b>-4,493,947</b>
This Item	0	-268,231	0	<b>-268,231</b>
BALANCE	0	2,465,412	3,355,000	<b>5,820,412</b>
<b>FUND(s):     RECREATION REVOLVING FUND &amp; PARK IMPROVEMENTS CIP</b>				
<p><b>COMMENTS:</b> Funding for this item is available in the 2015-16 Rec Revolving Fund budget and Park Improvements CIP. This fourth change order for construction of Jack Carter Pool, in the amount of \$268,231, will leave a current year balance of \$2,465,412 available for future Park Improvement expenditures.</p> <p><b>STRATEGIC PLAN GOAL:</b> Modifying existing contracts to accomplish project goals relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
See attached memorandum.				
Project Location Map: <a href="https://goo.gl/maps/2DXpuTuzqGQ2">https://goo.gl/maps/2DXpuTuzqGQ2</a>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map Memorandum Change Order Resolution				

# Location Map

## Jack Carter Pool





# Memorandum

**Date:** June 14, 2016

**To:** Amy Fortenberry, Director, Parks & Recreation  
Robin Reeves, Assistant Director, Parks & Recreation

**From:** Bill Dakin, ASLA, Landscape Architect, Parks and Recreation

**Subject:** CMAR for Jack Carter Pool Renovation - Project No. 6587, Change Order No. 4

Construction of Jack Carter Pool is proceeding rapidly. Construction is expected to be complete by the end of June and the pool is scheduled to open in early July. This change order addresses items needed to complete the work and to facilitate the best operation and management of the pool facilities once they are opened. These items need to be completed prior to opening and therefore must proceed prior the next City Council meeting if the project is going to be completed in time for an early July opening.

The design phase of this project was shortened in order to make it possible to open the pool this summer. A number of important items were left out of the plans or did not include the most current specifications. This change order addresses those items. The cost of these items would have been incurred in the original contract price if they had been included in the original plans and specifications.

Change Order No. 4 includes changes to add network connections to improve reliability of communication with the irrigation system and to provide better point of sale data communication at the pool entry. It also includes changes to meet updated public works requirements for backflow prevention for improved protection of the City's water system. Ingress and egress changes are needed in order to resolve conflicts with underground utilities, grading constraints, and building improvements. The bid documents did not include all necessary electrical connections to provide hot water to the concession stand, locker rooms and offices. This change order includes adding the necessary electrical connections. The project consultant will reimburse the City for approximately \$25,000 in cost that are the result of the consultant's plan errors. Finally, improvements are being added to help lifeguards manage the traffic flow of pool users and manage daily operations and party reservations.

Aquatics staff, Park Planning staff, Facility Services staff and the consultant have reviewed the requested change order items and believe the costs and purpose of each item is important to the success of the project. To date, three change orders totaling \$318,669 have been approved for this project. These previous change orders included major additions for trail connections to the neighborhood and for irrigating areas outside of the pool space including adjacent athletic fields. Change Order No. 4 in the amount of \$268,231 will bring the total project construction cost to \$12,559,722 which is a 4.9% increase over the original CMAR construction contract of \$11,972,822.

Funding for this change order is available through the Recreation Revolving Fund and Park Improvement bond funds.

c: Renee Jordan, Chief Park Planner

**CHANGE ORDER NO. 4  
CONSTRUCTION MANAGER AT RISK SERVICES FOR JACK CARTER POOL  
PROJECT NO. 6587  
PURCHASE ORDER NO. 105375  
CIP NOS. 22406-8331 & 22408-8331, ACCOUNT NO. 821-8331  
BID NO. 2015-105-B**

**ACCOUNTS TO BE CHARGED FOR THIS CHANGE ORDER IS ACCOUNT NO. 821-8331  
AND 22406-8331**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **TURNER CONSTRUCTION COMPANY** for the **CONSTRUCTION MANAGER AT RISK SERVICES FOR JACK CARTER POOL PROJECT**, dated April 14, 2015.

B. DESCRIPTION OF CHANGE

1. Add digital network connection provisions based on historically marginal reliability of the radio controlled connections in the project area. Networked connections were not part of the original design.
2. Add transom and removable posts at entry gates. These changes to design were a result of requirements in the building inspection process for fence permitting.
3. A concrete pedestal was added in AV drawings that were not part of Turner's initial scope, enlarged paving area at the flow rider tube storage enclosure, including additional fencing. This change order also includes the additional chlorine resistant caulk, and the sockets for stanchions added to enable staff to manage multiple reservation areas in the park.
4. This is a result of comments received to the landscape and irrigation submittals from the contractor. Changes were requested in reviewing the site conditions now that significant progress in the site development is seen. The added work includes additional decorative rock, decomposed granite in the parking medians to enable maintenance efficiency. This also accounted for deleted two double check assemblies and replacing with advance cross connection devices with freeze proof (hot box) enclosure.
5. The Public Works Department requested added cross connection prevention devices in lieu of bid devices. This work is for the replacement of the RPZ shown in the Pump house with an exterior RPZ, and hot box. In addition, an automated valve system to divert shower water and storm water into separate systems to fulfill requirements of the safety backflow prevention safety program.
6. Add data access service devices and mountings for CAT6 cabling to the building to enable point-of-sale and regular reliable city data communication.
7. Add waterproofing flashing as a recommended enhancement for waterproofing windows and building openings.
8. Add a required concrete band around the pool deck to properly affix depth markers to meet state health codes and to provide additional access to areas of the pool for pool guard management.
9. through 19. Add electric service enhancements for the facility water heaters. These additions were not bid by Turner Construction Company because they were omitted by the design consultant, a portion of approximately \$25,000 will be reimbursed to the City because of the error.

C. EFFECT OF CHANGE

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

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>ORIGINAL QUANTITY</i>	<i>REVISED QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT OF CHANGE</i>
1	Network Irrigation Connection	0	1	LS	\$5,373.00	\$5,373.00
2	Fence Access by Health Department	0	1	LS	\$5,872.00	\$5,872.00
3	Pool Deck Products and Space Expansion	0	1	LS	\$24,354.00	\$24,354.00
4	Landscape and interior backflow prevention safety additions	0	1	LS	\$49,671.00	\$49,671.00
5	Exterior backflow prevention devices and shower diverter valve system	0	1	LS	\$47,611.00	\$47,611.00
6	Data communication additions	0	1	LS	\$5,000.00	\$5,000.00
7	Building waterproofing additions	0	1	LS	\$9,000.00	\$9,000.00
8	Concrete Pool Banding	0	1	LS	\$10,000.00	\$10,000.00
9	400a Feeder from Existing Transformer to Building	0	1	LS	\$39,545.00	\$39,545.00
10	Lockable Exterior J-Box	0	1	LS	\$1,002.00	\$1,002.00
11	4" Core Hole at Wall	0	1	LS	\$5,602.00	\$5,602.00
12	400a Feeder from J-Box to New Panel MP	0	1	LS	\$3,832.00	\$3,832.00
13	New Panel MP	0	1	LS	\$5,838.00	\$5,838.00
14	150 kva Transformer	0	1	LS	\$9,377.00	\$9,377.00
15	New Panel W	0	1	LS	\$5,307.00	\$5,307.00
16	200a Feeder from New Panel W to Water Heater Disconnects	0	1	LS	\$20,641.00	\$20,641.00
17	200a Disconnects for Water Heaters	0	1	LS	\$2,937.00	\$2,947.00
18	200a Connections for Water Heaters	0	1	LS	\$2,947.00	\$2,947.00
19	Additional Labor for 10 Day Schedule and Expediting Fees	0	1	LS	\$14,312.00	\$14,312.00
	<b>TOTAL</b>					\$268,231.00



F. AUTHORITY TO SIGN

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

**OWNER: CITY OF PLANO**

**CONTRACTOR: TURNER  
CONSTRUCTION COMPANY**

By: \_\_\_\_\_  
(signature)

By: Nick Barker  
(signature)

Print  
Name: Bruce D. Glasscock

Print  
Name: Nick Barker

Print  
Title: City Manager

Print  
Title: Division Manager

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

Date: 6/13/16

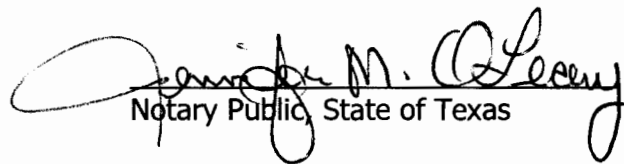
APPROVED AS TO FORM:

By: \_\_\_\_\_  
Paige Mims, City Attorney

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF DALLAS**       §

This instrument was acknowledged before me on the 13 day of JUNE, 2016, by **NICK BARKER, DIVISION MANAGER** of **TURNER CONSTRUCTION COMPANY**, a **NEW YORK** corporation licensed to do business in the State of Texas, on behalf of said corporation.

  
Notary Public, State of Texas

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



This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

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



**A Resolution of the City of Plano, Texas, ratifying the expenditure of \$268,231 for Change Order No. 4 to Turner Construction Company for the Construction Manager at Risk (CMAR) contract for the construction of Jack Carter Pool, Project No. 6587, Original Bid No. 2015-105-B; approving its execution by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, the City of Plano has engaged in a Construction Manager at Risk (CMAR) contract with Turner Construction Company for the construction of Jack Carter Pool in the amount of \$11,972,822; and

**WHEREAS**, the City of Plano has approved three previous change orders to the contract totaling \$318,669; and

**WHEREAS**, the City Council has been presented with Change Order No. 4 to the Construction Manager at Risk contract between the City and Turner Construction Company in the amount of \$268,231; and

**WHEREAS**, the City Council finds that the terms and conditions thereof should be ratified and approved.

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

**Section I.** Change Order No. 4 in the amount of \$268,231 to the Construction Manager at Risk contract between the City of Plano and Turner Construction Company for construction of Jack Carter Pool has been established and reviewed by the City Council of the City of Plano, Texas, and found to be in the best interest of the City of Plano and its Citizens and is hereby in all things approved.

**Section II.** The City Manager or his designee is authorized to execute Change Order No. 4 in the amount \$268,231 to the Construction Manager at Risk contract between the City of Plano and Turner Construction Company. This Change Order will result in a revised contract amount of \$12,559,722.

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

**DULY PASSED AND APPROVED** this the 28<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/28/2016			
Department:		Government Relations			
Department Head		Brandi Youngkin			
Agenda Coordinator (include phone #): <b>Corey Isaacs x7134</b>					
<b>CAPTION</b>					
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of a customer electricity supply agreement by and between the City of Plano and Reliant Energy Retail Services, L.L.C., a Delaware limited liability company; authorizing its execution by the City Manager or his authorized designee; authorizing the Director of Finance or her authorized designee to evaluate and execute a fixed price Energy Transaction Confirmation at an acceptable rate not to exceed \$0.041 per kilowatt hour for the five-year term beginning January 1, 2018; authorizing the Director of Finance or her designee to renew the customer electricity supply agreement for an additional four-year term and select block and index pricing if in the best interests of the City at an acceptable rate not to exceed a fixed price of \$0.045 per kilowatt hour; and providing an effective date.</p>					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2017-18 thru 2025-26</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
<b>FUND(S):    N/A</b>					
<p><b>COMMENTS:</b> This resolution authorizes the City Manager or his authorized designee to evaluate and execute a fixed price customer electricity supply agreement.</p> <p>STRATEGIC PLAN GOAL: A Resolution of the City of Plano, Texas approving the terms and conditions of a customer electricity supply agreement with Reliant Energy Retail Services, L.L.C., relates to the strategic goal of Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
See Recommendation Memo and Resolution.					



# CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Recommendation Memo Resolution Electric Energy Sales Agreement	Other Departments, Boards, Commissions or Agencies



# Memorandum

**Date:** June 8, 2016

**To:** Diane Palmer-Boeck, Director of Procurement and Project Management

**From:** Jim Razinha, Facilities Manager

**Subject:** Electricity Service Provider

Following approval of a staff committee recommendation to select an electricity provider for the City starting on January 1, 2018, Purchasing requested offers from TXU Energy, Reliant Energy Retail Services, L.L.C., and NextEra (all three are providers to other large cities in Texas) with the intent to negotiate a three to five year electric contract.

The City received offers from TXU Energy and Reliant Energy Retail Services, L.L.C. NextEra declined as it is associated with the City's current contract with Texas Coalition for Affordable Power (TCAP).

TXU Energy and Reliant Energy Retail Services, L.L.C., representatives presented to the Evaluation Team on May 12, 2016, addressing billing and invoicing processes, online access to our metering information, processes to start/stop service, reports, and the customer service staff that would be assigned to the City.

After the interviews, staff investigated the online services provided by the two vendors for ease of use, accessibility, reporting, and more. Also, Purchasing requested best and final offer of proposed rates for a nine year term (five year contract with option for four additional years).

Based on consideration of proposed rates, the access to information, and customer support staff, the Evaluation Team recommends entering into an agreement with Reliant Energy Retail Services, L.L.C., as the best value to the City.

**A Resolution of the City of Plano, Texas, approving the terms and conditions of a customer electricity supply agreement by and between the City of Plano and Reliant Energy Retail Services, L.L.C., a Delaware limited liability company; authorizing its execution by the City Manager or his authorized designee; authorizing the Director of Finance or her authorized designee to evaluate and execute a fixed price Energy Transaction Confirmation at an acceptable rate not to exceed \$0.041 per kilowatt hour for the five-year term beginning January 1, 2018; authorizing the Director of Finance or her designee to renew the customer electricity supply agreement for an additional four-year term and select block and index pricing if in the best interests of the City at an acceptable rate not to exceed a fixed price of \$0.045 per kilowatt hour; and providing an effective date.**

**WHEREAS**, the City of Plano's current Customer Electricity Supply Agreement ("CESA") expires on December 31, 2017; and

**WHEREAS**, it is necessary for the City to enter into a new CESA to supply electricity to City facilities beginning January 1, 2018; and

**WHEREAS**, commodity prices for electricity have historically experienced significant volatility, such that the entry into an agreement with a Retail Electric Provider ("REP") for a fixed or otherwise defined price will provide budgetary stability; and

**WHEREAS**, the City solicited proposals from REPs regarding the provision of electricity to City facilities for the term beginning January 1, 2018 through the issuance of a request for offers; and

**WHEREAS**, pursuant to Texas Local Government Code Section 252.022(a)(15), expenditures for electricity are exempt from competitive bidding requirements; and

**WHEREAS**, the City Council has been presented a proposed CESA for the provision of electricity to City facilities between Reliant Energy Retail Services, L.L.C., a Delaware limited liability company ("Reliant"), and the City of Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, Reliant's proposed Agreement provides for fixed pricing for a term of five (5) years beginning January 1, 2018, with a City option to extend the contract for an additional four (4) year period utilizing block and index pricing during that renewal term; and

**WHEREAS**, current commodity prices for electricity, if fixed for the term beginning January 1, 2018, would be favorable if locked-in at rates which are available at the present time, and it is uncertain if rates as favorable would exist at the time the term of the Agreement began, *i.e.*, January 1, 2018; and

**WHEREAS**, daily price changes in commodity prices for electricity require customers to execute an Energy Transaction Confirmation under the Agreement immediately upon the receipt of a favorable offer to lock-in the offered rate for the term of the Agreement; and

**WHEREAS**, the block and index pricing which would be available for the four-year renewal term, if exercised, allows the City to select a rate for electricity from among an array of rates offered by Reliant at that time; and

**WHEREAS**, under the terms of the proposed Agreement, the City will be able to evaluate the potential benefits of extending the Agreement under block and index pricing, and will be empowered to refuse to renew the Agreement should the City determine that such renewal is not in the City's best interests in light of then-existing market conditions; and

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

**WHEREAS**, the City Council finds that it is in the best interests of the City to authorize the Director of Finance or her designee to enter into an Energy Transaction Confirmation under the Agreement at a time when the Director of Finance believes that a favorable rate has been offered by Reliant to lock-in the commodity price for electricity for the term to begin January 1, 2018 at a price not to exceed \$0.041 per kilowatt hour; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to authorize the Director of Finance or her designee to determine whether favorable market conditions exist at the conclusion of the initial five-year term of the Agreement such that the Agreement should be renewed, to enter into an additional Energy Transaction Confirmation based upon block and index pricing, and to select a block of energy pricing as proposed by Reliant if such block prices proposed by Reliant are consistent with existing market conditions, in the best interest of the City, and do not exceed a fixed price of \$0.045 per kilowatt hour.

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

**Section I.** The City Council hereby finds and determines that the Agreement constitutes an expenditure for electricity and is therefore exempt from the competitive bidding requirements pursuant to Texas Local Government Code §252.022(a)(15).

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

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

**Section IV.** The Director of Finance, or her authorized designee, is hereby authorized to evaluate and execute an Energy Transaction Confirmation under the Agreement at a time when the Director of Finance believes that a favorable rate has been offered by Reliant to lock-in the commodity price for electricity for the five-year term to begin January 1, 2018 at a price not to exceed \$0.041 per kilowatt hour.

**Section V.** The Director of Finance, or her authorized designee, is hereby authorized at the conclusion of the five-year initial term of the Agreement to review blocks of pricing proposed by Reliant for a four-year renewal of the Agreement and, if consistent with existing market conditions and in the best interest of the City, enter into an Energy Transaction Confirmation based upon such block and index pricing for a four-year renewal of the Agreement so long as the block and index price agreed to does not exceed a fixed price of \$0.045 per kilowatt hour.

**Section VI.** The City will budget and approve funds necessary to pay electricity costs under the Agreement and any associated Energy Transaction Confirmations for the term(s) beginning on January 1, 2018.

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

**DULY PASSED AND APPROVED** this 28<sup>th</sup> day of June, 2016.

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Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY



## ELECTRIC ENERGY SALES AGREEMENT (Public Entity Master Agreement)

This Electric Energy Sales Agreement (this "Agreement") between **Reliant Energy Retail Services, LLC**, a Delaware limited liability company ("Reliant"), and **City of Plano**, a political subdivision of the State of Texas ("Customer") (individually referred to as a "Party" and collectively, the "Parties") (including all attached and referenced exhibits and annexes, which are incorporated in this Master Agreement, and all Energy Transactions, which together form a single, integrated agreement, this "Agreement") is effective on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"). **Exhibit A** sets forth definitions of capitalized terms not defined in the text.

### PART 1: MASTER AGREEMENT SCOPE.

1.1 **Scope.** This Master Agreement commences on the Effective Date and continues month to month thereafter, unless terminated by either Party upon 30 days prior written Notice to the other Party, but this Agreement will continue to apply until all Energy Transactions are completed or terminated, final invoices are issued, and all amounts owed are paid in full. Further, all obligations regarding indemnity, payment of Taxes, limitations of liability, and waivers survive termination indefinitely, and confidentiality obligations survive termination for the period of the applicable statute of limitations.

1.2 **Energy Transactions.** The Parties from time to time may, but are not obligated to, enter into one or more Energy Transactions for the purchase and sale of electricity ("Energy") subject to this Master Agreement. An Energy Transaction may be formed by the Parties' agreement and evidenced by an Energy Transaction Confirmation issued by Reliant and signed by the Parties. Each Energy Transaction Confirmation must specify a product **Exhibit C**, attached to the Energy Transaction Confirmation, as the basis of the Energy Transaction. Each Energy Transaction Confirmation must also include an **Exhibit D** describing Customer Locations, Benchmark Quantities, and pricing components applicable to the Energy Transaction. If an inconsistency exists between the terms of this Master Agreement, an Energy Transaction Confirmation, and **Exhibit C** and **Exhibit D**, the Energy Transaction Confirmation prevails over this Master Agreement, and **Exhibit C** and **Exhibit D** prevail over the cover page to the Energy Transaction Confirmation.

1.3 **Energy Transaction Term; Transition Term.** The "Initial Term" of an Energy Transaction will be set forth in the Energy Transaction Confirmation. If any Customer Location(s) have not been switched to a new REP at the end of the Initial Term, then Reliant may continue to sell Energy to Customer for the Customer Locations, in accordance with this Agreement, and this Agreement will continue in effect for successive one month terms (collectively, the "Transition Term") until all Customer Location(s) are switched to a new REP (the Initial Term and the Transition Term, collectively, the "Term"). The Contract Charge for each month of the Transition Term (the "Transition Charge"), together with any new product terms, will be posted on Reliant's AccountConnect<sup>SM</sup> website at [www.reliant.com](http://www.reliant.com) (the "Site"). It is the Customer's responsibility to access the Site for each Transition Charge and no other notice will be provided. At any time after the end of the Initial Term, if allowed by Law, Reliant may terminate the Energy Transaction Confirmation by transferring any remaining Customer Location(s) to the POLR or the appropriate REP.

### PART 2: ENERGY TRANSACTIONS.

2.1 **Sales and Purchases.** Reliant will sell to Customer, and Customer will purchase from Reliant, Energy to satisfy all of Customer's Energy Requirements for each Customer Location for the Delivery Term. Customer Information forms

{00144466.3 / 02-0295-8120}  
Public Entity Master Agreement Form (Legal)  
City of Plano\_06/15/16

the substantial basis for the calculation of charges for the Energy Transactions. To the best of Customer's knowledge, Customer Information is true and accurate as of the date furnished to Reliant and as of the Effective Date. Customer will take all actions necessary to effect the Energy Transactions, including, if requested by Reliant, executing an authorization form permitting Reliant to request changes of the Meter Read Date(s) for one or more Customer Locations. During the Delivery Term, Customer may not (a) have generation that is synchronously connected to the TDSP at any Customer Location, (b) resell any portion of the Energy purchased from Reliant to any third party, or (c) be qualified as a Resource in ERCOT.

2.2 **Delivery of the Energy.** Customer acknowledges that the TDSP owns and controls the electric transmission or distribution wires or equipment, has custody and control of the Energy sold and purchased under this Agreement, and has the responsibility to deliver the Energy to the Customer Locations. Reliant has no liability, obligation, or responsibility for the operations of the TDSP or for the interruption, termination, failure to deliver, or deterioration of the TDSP's transmission or distribution service.

2.3 **Contract Charge.** For all Energy deliveries under this Agreement, Customer agrees to pay Reliant the Contract Charge.

2.4 **Billing.** Following each month during the Delivery Term, Reliant will render to Customer the Reliant Invoice setting forth all charges and amounts due. Within five Business Days after the Effective Date, Customer will notify Reliant in writing of the address to which Reliant may submit invoices. Reliant's ability to invoice Customer is dependent on the TDSP's and ERCOT's ability to furnish Reliant all necessary information, including the Meter Read Dates for scalar meters and recorded data for interval data meters. Absent that information from the TDSP or ERCOT, Reliant may invoice Customer based on estimated data. After Reliant receives the required information, the estimated Reliant Invoice will be adjusted on a subsequent Reliant Invoice to reconcile differences between estimated and actual data.

2.5 **Payment.** Customer must pay, as specified in **Exhibit B**, the amount due stated on the Reliant Invoice on or before the later of (a) the 30th day after the Reliant Invoice date, or if not a Business Day, the immediately following Business Day, or (b) the due date for payment required under Chapter 2251 of the Texas Government Code (the "Due Date"). If an invoice is not paid by the Due Date, then Reliant will apply to Customer's account a late fee on the unpaid amount equal to the lesser of one percent or the maximum amount permitted by Law.

2.6 **Payment Disputes.** If Customer disputes amounts shown on the Reliant Invoice, Customer must (a) notify Reliant no later than 21 days after receipt of the Reliant Invoice and (b) pay Reliant the undisputed amount and furnish Reliant a written explanation specifying the amount disputed and the basis for the dispute. Upon receipt of notice that Customer disputes a Reliant Invoice, Reliant will promptly provide supporting documentation and such other information that Customer may reasonably request for purposes of verifying the disputed amount. Within 10 Business Days of resolution, if Customer owes Reliant money, then Customer must pay Reliant the amount owed plus interest at the Interest Rate from, and including, the Due Date to, but excluding, the date Reliant receives payment. Any amounts improperly billed and collected from Customer will be credited to Customer on its next Reliant Invoice, together with interest at the Interest Rate.

2.7 **Customer Appropriations.** The Parties to this Agreement understand and agree that any and all payments made in accordance with this Agreement shall be made only out of current revenues available to the Customer. In the event current revenues are not available, the Customer reserves the right to terminate this Agreement at the expiration of each budget period during the term of this

Agreement. Customer agrees to notify Reliant in writing of such termination due to unavailability of current revenues at the earliest practicable time subsequent to the failure to appropriate, and as of Customer's termination date, Reliant shall have no further duty to supply energy to Customer and unless agreed otherwise by the Parties shall move service for the Customer Locations to the POLR, or any other permissible REP established by the PUCT on the date of termination due to unavailability of current revenues. In such event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination. Further, this Agreement is conditioned on a best efforts attempt by the Customer to obtain and appropriate funds for payment under the terms of this Agreement. Customer agrees, to the full extent allowed by Texas law, that if any funds are appropriated for energy costs, such funds shall be applied first to the cost of energy provided pursuant to this Agreement and that any such funds shall not be used to pay for energy from any other energy power provider for the accounts covered in this Agreement.

2.8 **Indemnity.** Reliant indemnifies, defends, and holds harmless Customer from any Claims arising from any act or incident with respect to Energy occurring before its delivery to the Grid. Neither Party is liable to the other Party for any Claims arising from any act or incident with respect to Energy on the Grid.

### PART 3: DEFAULTS AND REMEDIES.

3.1 **Events of Default.** Each of the following events is an "Event of Default" with respect to an affected Party (the "Defaulting Party"):

- (a) failing to make any required payment when due, if the failure is not cured within five Business Days after written Notice;
- (b) making a material, false, or misleading representation or warranty under this Agreement, and not correcting the representation or warranty within five Business Days after written Notice;
- (c) failing to perform any covenant not excused by Force Majeure if not cured within five Business Days after written Notice;
- (d) making an assignment or general arrangement for the benefit of creditors in the event of voluntary or involuntary bankruptcy proceeding;
- (e) becoming a party, voluntarily or involuntarily, to an action under bankruptcy or similar laws for the protection of creditors; or
- (f) becoming bankrupt or insolvent.

No waiver by the other Party (the "Non-Defaulting Party") of any one or more Events of Default will be construed as a waiver of any other Event of Default.

3.2 **Early Termination.** If an Event of Default occurs, the Non-Defaulting Party may take one or more of the following actions for as long as the Event of Default continues:

- (a) establish a date ("**Early Termination Date**") on which this Agreement and all Energy Transactions terminate; and
- (b) disconnect, or cause to be disconnected, each Customer Location from electric service, or, if disconnection is not allowed by Law, transfer each Customer Location to the POLR or another REP as specified by Law.

The Parties agree that if Customer causes an Event of Default by switching away one or more Customer Locations to another REP prior to the expiration of the Initial Term, the Early Termination Date will be the earliest date a Customer Location is switched. Regardless of which Party is the Defaulting Party, Customer agrees that if an Early Termination Date occurs, it will remain liable to timely pay Reliant all charges for Energy sold until each Customer Location is transferred or is disconnected from electric service. If an Early Termination Date occurs, the Non-Defaulting Party determines its resulting damages as of the Early Termination Date pursuant to **Section 3.3** below.

3.3 **Damages.** The actual damages of the Non-Defaulting Party are that Party's Costs, plus its Losses and minus its Gains, if any, determined as set forth in the definitions in **Exhibit A** and in this Section. If an Early Termination Date occurs before the Delivery Term begins, the damages will be calculated as though

Reliant had delivered Energy to Customer throughout the Delivery Term until the end of the Initial Term. The Non-Defaulting Party will aggregate its Gains or Losses and Costs into a single net amount (the "**Termination Payment**"). If the calculation of the Termination Payment yields a positive amount, the Defaulting Party will owe that amount to the Non-Defaulting Party. If the calculation of the Termination Payment yields a negative amount, the Termination Payment will be zero and neither Party will owe a Termination Payment. Any Termination Payment owed to the Non-Defaulting Party will be setoff against any other amounts owing between the Parties under this Agreement and any other agreement, and a single, net amount payable ("**Net Settlement Amount**") will be due by one Party (the "**Payor**") to the other Party (the "**Payee**"). Promptly following the Early Termination Date, the Non-Defaulting Party will calculate the Net Settlement Amount and provide notice to the Defaulting Party. The Payor must pay the Net Settlement Amount to the Payee within five Business Days of the Defaulting Party's receipt of the Non-Defaulting Party's notice. The Net Settlement Amount will accrue interest at the Interest Rate from, and including, the Early Termination Date to, but excluding, the date the Payee receives payment.

**PART 4: LIMITATION OF LIABILITIES.** The Parties confirm that the express remedies and measures of damages provided in this Agreement satisfy its essential purposes. If an express remedy is provided, that remedy is the sole and exclusive remedy. If no remedy is expressly provided, the obligor's liability will be limited to direct actual damages as the sole and exclusive remedy. Except with respect to the recovery of Costs, neither Party will be liable for consequential, incidental, punitive, exemplary, or indirect damages, or other business interruption damages, by statute, in tort or contract, under any indemnity provision, or otherwise.

**PART 5: REPRESENTATIONS.** Each Party represents and warrants to the other Party continuing throughout the Term unless otherwise stated, that:

- (a) it has the power and authority to sign and perform this Agreement; and
- (b) it has knowledge and experience in business matters that enable it to evaluate the merits and risks of entering into this Agreement.

In connection with the negotiation and execution of this Agreement and each Energy Transaction, each Party represents to the other Party that:

- (a) it is acting as principal (and not as agent for any other party or in any other capacity, fiduciary or otherwise, unless expressly stated);
- (b) the other Party is not acting as a fiduciary or financial or investment advisor for it;
- (c) it has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisors to the extent it considers necessary, and it has made its own decisions based upon its own judgment and upon any advice from those advisors as it deems necessary, and not upon any advice of the other Party;
- (d) the other Party has not given to it (directly or indirectly through any other person) any advice, counsel, assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of this Agreement or any Energy Transaction;
- (e) it is entering into this Agreement and each Energy Transaction with a full understanding of all of the risks (economic and otherwise) and it is capable of assuming and willing to assume those risks; and
- (f) it has the capacity to evaluate and continually monitor (internally or through independent professional advice) this Agreement, each Energy Transaction, and the relevant markets (including the appropriateness or suitability thereof) and has made its own decision to enter into this Agreement and each Energy Transaction and to independently evaluate and monitor same on its own behalf.

**PART 6: OTHER MATTERS.**

6.1 **Taxes.** Except as provided in this Agreement, Customer is responsible for and will pay Reliant for all Taxes arising from or measured by the transactions contemplated by this Agreement or Reliant's receipts from those transactions, whether the Law imposes the Taxes on Reliant or Customer or the transactions. Reliant may collect Taxes from Customer by including them on the Reliant Invoice. Reliant understands and agrees that Customer, a governmental entity within the State of Texas, is exempt from Texas Sales & Use Tax on goods and services. Reliant will recognize a lawful sales tax exemption on a prospective basis only after Customer provides proper documentation to Reliant. If Customer is due a sales tax refund because of Reliant's failure to timely recognize valid exemption documentation, Reliant may credit the overpaid sales tax to Customer's account. Customer is responsible for petitioning the taxing authority for all other sales tax refunds.

6.2 **Force Majeure.** If a Party is unable because of Force Majeure to perform its obligations and that Party gives Notice of the event to the other Party as soon as practicable after its occurrence, then the obligations of the Party affected by the event (other than payment for Energy received and performance of other transactions or other obligations incurred before the Force Majeure event) will be suspended for the duration of the Force Majeure event. A Party may furnish Notice orally, but must provide a written Notice within two Business Days after the oral Notice. Nothing in this Section requires Reliant to supply, or Customer to receive, Energy at points other than the Customer Locations.

6.3 **Law and Waiver of Consumer Rights.** The rights and duties of the Parties are governed by, construed, enforced, and performed in accordance with the Law of the State of Texas (without giving effect to principles of conflicts of laws). With respect to any disputes arising out of or relating to this Agreement, exclusive jurisdiction and venue shall be proper in the state and federal courts located in Collin County, Texas. The Parties agree that Section 2.201 of the Texas Business & Commerce Code (relating to the statute of frauds) applies to this Agreement and electricity is considered a "good" for purposes of this Agreement. **Reliant makes no representations or warranties except those expressly stated in these terms, and disclaims all other warranties, express or implied, including merchantability, conformity to models or samples, and fitness for a particular purpose.** To the extent allowed by Law, Customer acknowledges and agrees that the Customer Protection Rules for Retail Electric Service adopted by the PUCT pursuant to PURA (PUCT Subst. Rules §25.471, et seq.) do not apply to this Agreement.

6.4 **Change in Law.** If either Party or its activities related to this Agreement are affected by any Law enacted after the Effective Date ("**Change in Law**") that makes performance of this Agreement unenforceable or illegal, then either Party, without any payment obligation or other liability (other than payment for Energy received and performance of other transactions or other obligations incurred before termination), may terminate this Agreement without consent of, and upon Notice to, the other Party, upon the earlier of 60 days prior Notice or other prior Notice effective on the date the Change in Law becomes effective. If a Change in Law becomes effective relating to the wholesale or retail electricity market in ERCOT and results in new or modified or reduced or eliminated, fees, costs of performance, including, but not limited to, Reliant's cost of goods sold (COGS) determined in accordance with generally accepted accounting principles (GAAP), or other charges being incurred by Reliant and other ERCOT energy suppliers (an "**Increase Change**" or "**Decrease Change**" as applicable), then Reliant may reasonably allocate and bill to Customer all of the Increase Changes or Decrease Changes incurred by Reliant as an additional charge or adjustment to the Contract Price. Reliant will notify Customer in writing (the "**Notification Letter**") before implementing the additional charge or adjustment to Contract Price. Customer may accept the charge or adjustment by executing the Notification Letter and returning it to Reliant within fifteen Business Days of the date of the Notification Letter. If Customer does not timely execute and return the Notification Letter, or if the Parties are unable to reach agreement on a mutually acceptable restructuring, then the Party adversely affected by the Change in Law may terminate this Agreement upon 30 days prior written Notice to the other and payment of a Termination Payment by the Party that realizes a Gain as a result of

the termination pursuant to this provision. If the Agreement is terminated, then, notwithstanding the calculations set forth in Section 3.3 of the Agreement, the termination payment ("**Change in Law Termination Payment**") will be calculated by determining the terminating Party's Losses and Gains. The Party who realizes a Gain will pay the other Party the amount of the Gain. Reliant reserves the right to setoff any Change in Law Termination Payment against any amounts that remain due and owing between the Parties under this Agreement or any other agreement in order to reach a Net Settlement Amount, as contemplated in **Section 3.3**. The Net Settlement Amount will accrue interest at the Interest Rate from, and including, the termination date specified in the Notice to Customer to, but excluding, the date the Payee receives payment. If all Customer Locations are not switched to a new Energy supplier effective upon the termination date specified in the Notice to Customer, then Reliant will have the rights specified in the Term provision of the Agreement.

6.5 **Confidentiality.** Neither Party will disclose any terms or documents provided under or relating to this Agreement, including the Password, to a third party (other than a Party's and its affiliates' employees, lenders, counsel, permitted assignees, consultants, accountants, or prospective purchasers who have agreed to confidentiality), except in order to comply with Law. The Parties are entitled to all remedies available at Law or in equity to enforce, or seek relief in connection with, this obligation, subject to **Part 4**.

6.6 **Assignment.** (A) If Customer desires to sell or lease all or a portion of Customer Locations to another entity, Customer may assign this Agreement to the assignee as to all Customer Locations or cause the assignee to enter into an agreement with Reliant on the same terms and conditions set forth in this Agreement as to that portion of Customer Locations sold or leased, on the following conditions:

- (1) Customer is not a Defaulting Party;
- (2) the assignee satisfies Reliant's collateral and credit requirements; and
- (3) the assignee assumes Customer's obligations in writing and in a form legally adequate for that purpose;

(B) Reliant may assign this Agreement without Customer's consent, under the following circumstances or conditions:

- (1) in connection with any financing or other financial arrangements involving the assignment, sale, pledge, or encumbering of this Agreement or its accounts, revenues, or proceeds;
- (2) the assignment is to an affiliate of Reliant;
- (3) the assignment is to any person or entity succeeding to all or a substantial portion of Reliant's assets; or
- (4) the assignment is to a certified REP.

In the cases of (B)(2) and (B)(3) above, the assignee must have a credit rating of at least BB- by Standard & Poor's Credit Market Services, a division of the McGraw Hill Companies, or a B1 by Moody's Investors Service, Inc. and assume Reliant's obligations in writing and in a form legally adequate for that purpose.

**If a Party makes an assignment in compliance with (A), (B)(2), (B)(3), or (B)(4) above, the assigning Party will have no further obligations regarding future performance with respect to the assigned Customer Locations, except to make full payment for obligations incurred before the date the assignee agrees to assume the obligations and to comply with continuing confidentiality obligations.** Except as provided in this Section, neither Party may assign this Agreement or any of its rights or obligations without the other Party's prior written consent, which consent may not be unreasonably withheld.

6.7 **Partial Termination.** Customer may delete one or more, but not all, Customer Locations (and associated Benchmark Quantities as determined by Reliant in its sole discretion) from the Agreement ("**Partial Termination**"), only if Customer (a) closes those Customer Location(s) for the remainder of the Term, or (b) sells those Customer Location(s) and the buyer of the locations does not assume obligations to purchase energy under this Agreement. Customer must

provide Reliant with at least 30 days prior written notice of its intent to delete Customer Location(s) from the Agreement on these conditions. Customer must pay Reliant a partial Termination Payment for the deleted Customer Location(s). Reliant will calculate the partial Termination Payment in the same manner as provided in **Section 3.3**, using only the Benchmark Quantities for the deleted Customer Locations, and bill the amount of the partial Termination Payment on a subsequent Reliant Invoice.

**6.8 Relationship of the Parties.** Nothing in this Agreement (a) constitutes or implies a joint venture, partnership, association, or any fiduciary or similar obligation or liability between the Parties or (b) provides any benefit to any third party or entitles any third party to any claim, cause of action, remedy, or right of any kind, other than in connection with an assignment to a permitted assignee. Reliant does not provide, and nothing in this Agreement will be construed as providing, advice regarding the value or advisability of trading in commodities that would cause Reliant or any of its affiliates to be considered a commodity-trading advisor under applicable Law.

**6.9 Documentation.** Nothing in this Master Agreement limits any particular confirmation procedures intended to form transactions under the terms of any exhibits or annexes attached to any Energy Transaction Confirmation or this Master Agreement. This Agreement together with the Energy Transaction Confirmations constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreements, proposals, or representations affecting the subject of this Agreement and the Customer Locations. Facsimile signatures are effective as originals. Except as provided in **Section 6.4**, if a provision becomes unlawful or unenforceable, the other provisions of this Agreement will remain in full force and effect, except that if either Party determines, in its sole discretion, that the unlawful or unenforceable provision causes a material change to the original purpose of this Agreement, the Parties will promptly enter into negotiations to replace the provision with a valid and enforceable provision that preserves the original intent of the Parties. All amendments must be reduced to writing and executed by the Parties, except (i) as otherwise provided in **Section 1.3** and (ii) amendments to add or delete Customer Locations and amend Benchmark Quantities. If Customer and Reliant agree to add or delete Customer Locations, the additions and deletions will be implemented as follows: (i) Customer may request an amendment to **Exhibit D** by sending to Reliant an email requesting that a Customer Location be added or deleted, identifying any resulting changes to Benchmark Quantities, and attaching the addition/deletion form provided by Reliant (the "**Email Request**"), and (ii) the amendment will be effective only when Reliant sends an email to Customer confirming acceptance of the amendment and attaching an amended **Exhibit D** showing the agreed additions or deletions (the "**Email Confirmation**"). Each Party is entitled to assume that emails sent from the other Party under this provision are sent by an authorized representative.

**6.10 Notices.** Unless provided otherwise, the Parties will send Notices relating to this Agreement in writing by regular mail, electronic mail (confirmed receipt), overnight carrier, facsimile, or hand delivery. Notice by regular mail will be deemed received three Business Days after mailed. Notice by registered or certified mail, return receipt requested, will be deemed received on the date the receiving Party signed for it. Notice by facsimile, Internet, or hand delivery will be deemed received by close of the Business Day transmitted or delivered (if transmitted or delivered after that close, it will be deemed received by the close of the next Business Day). Notice by overnight mail or courier will be deemed received two Business Days after the day it was sent.

**6.11. No Prohibited Interest/Compliance with Equal Rights Ordinance:** Reliant acknowledges and represents that it is aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service. Reliant agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

Reliant, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. If Section 2-11(F) applies, Reliant is entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. This Agreement will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, Reliant affirms that it, its directors, officers and employees agree to comply with Section 2-11(F); or Reliant is excluded from this Ordinance because it is: 1) a religious organization; 2) a political organization; 3) an educational institution; 4) a branch or division of the United States government or any of its departments or agencies; 5) a branch or division of the State of Texas or any of its departments, agencies or political subdivisions; 6) a private club that is restricted to members of the club and guests and not open to the general public; 7) not an "employer" under Section 2-11(F) because it has not had 15 or more

employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

6.12. **Delinquent Taxes:** Section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Plano. Therefore, payment to a Reliant for goods or services provided to the City under this Agreement may be withheld in the event Reliant owes delinquent taxes to the City.

6.13. **Employment Eligibility Verification.** the immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9. Reliant warrants that it is in compliance with IRCA and will maintain compliance with IRCA during the term of this Agreement with the City. Reliant warrants that it has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

**PART 7: CUSTOMER ACKNOWLEDGEMENT.** Customer acknowledges that Energy prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors. Customer also acknowledges that past results regarding electricity products are not necessarily an indication of future results.

This Agreement may be executed in multiple counterparts to be construed as one as of the Effective Date.

**RELIANT ENERGY RETAIL SERVICES, LLC**

By: \_\_\_\_\_  
Name: Robert Gaudette  
Title: \_\_\_\_\_

**CITY OF PLANO**

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

## EXHIBIT A: CERTAIN DEFINITIONS

The following terms have the stated meanings and apply to singular and plural forms, and the term **"including"** means including, without limitation.

**"Benchmark Quantity"** means Customer's expected kWh electricity consumption for the Term, which may be set out on the applicable **Exhibit D**, depending on the Customer's product. If Customer's expected consumption is not set out on the applicable **Exhibit D**, Reliant will determine the Benchmark Quantity by reference to Customer Information and Customer's 12 months of electricity consumption before the Effective Date or the most recent Amendment, or Energy Transaction Confirmation, or for new facilities, Customer Information and electricity consumption of comparable facilities, each as may be adjusted in accordance with this Agreement.

**"Business Day"** means each day that Federal Reserve member banks in New York City are open for business.

**"Claims"** means all claims or actions, threatened or filed before or after this Agreement is terminated, and whether groundless, false, or fraudulent, that directly or indirectly relate to a subject matter of an indemnity, and resulting losses, damages, expenses, attorneys' fees, and court costs however incurred.

**"Commencement Date"** is stated for each Customer Location in **Exhibit D** to the applicable Energy Transaction Confirmation.

**"Contract Charge"** means for deliveries of Energy during the Initial Term, the Contract Charge specified in **Exhibit C** or for deliveries of Energy during the Transition Term, the Contract Charge specified in **Section 1.3**, as applicable.

**"Costs"** means fees, commissions, administrative, operating, and other transaction costs, reasonably incurred as a result of the termination of obligations under, and in entering into new obligations that replace, the Energy Transactions, and reasonable attorneys' fees incurred in connection with enforcing a Party's rights.

**"Customer's Energy Requirements"** means an amount of Energy equal to 100% of the actual Energy requirements of the Customer Location(s), as measured by the TDSP during the Delivery Term, not to exceed the physical capabilities of TDSP's facilities or contravene applicable utility service rules or tariffs or Law.

**"Customer Information"** means information regarding Customer's business, Customer Locations, with meter or account numbers, historical and projected Energy usage, load factors, time of use, hours of operation, utility rate classes, agreements, and schedules, and other information reasonably required to substantiate Customer's Energy Requirements.

**"Customer Location"** means each of Customer's premises or facilities in ERCOT that are described on **Exhibit D** to the applicable Energy Transaction Confirmation.

**"Delivery Term"** means with respect to an Energy Transaction, for each Customer Location, the period commencing on the first Meter Read Date on or after the Commencement Date, and ending the last day of the Term, but, if a switch of supplier is required, then the Delivery Term commences on the later of (a) the first Meter Read Date on or after the Commencement Date and (b) the date that all actions have been taken by the TDSP, ISO, and ERCOT for Reliant to sell Energy to Customer for each Customer Location and for Customer to purchase and receive the Energy from Reliant for each Customer Location, including fully switching Customer to Reliant. No interruption or delay in purchases or sales after the Commencement Date, including Force Majeure, will operate to extend the Delivery Term.

**"Energy Transaction"** means a transaction for the purchase and sale of Energy effectuated pursuant to **Section 1.2** upon the Parties' agreement to the Initial Term, **Exhibit D**, **Exhibit C**, and any other matters agreed upon by the Parties, all as set forth in the Energy Transaction Confirmation.

**"Energy Transaction Confirmation"** means a confirmation signed by the Parties in form legally adequate evidencing the terms required for an Energy Transaction.

**"ERCOT"** means the Electric Reliability Council of Texas.

**"Force Majeure"** means an event (a) not within the reasonable control of the Party claiming suspension (**"Claiming Party"**) (or in the case of third party obligations or facilities, the third party), (b) not caused by the negligence of the Claiming Party, and (c) which the Claiming Party, exercising due diligence, is unable to overcome or for which the Claiming Party is unable to obtain commercially reasonable substitute performance. Force Majeure includes: (a) an event of Force Majeure affecting the TDSP or ERCOT, (b) a suspension, curtailment, or service interruption by the TDSP or ERCOT, or (c) acts of god, acts of terrorism, civil insurrection, or war.

**"Gain"** means the Present Value of the economic benefit (exclusive of Costs) to a Non-Defaulting Party resulting from the termination of the Energy Transactions, determined by comparing the Present Value of each Terminated Contract to the Present Value of each Replacement Contract, in the same manner that Losses are determined. If the Present Value of a Terminated Contract exceeds the Present Value of a Replacement Contract for Customer as the Non-Defaulting Party, Customer is deemed to have realized a Gain. If the Present Value of a Replacement Contract exceeds the Present Value of a Terminated Contract for Reliant as the non-defaulting Party, Reliant is deemed to have realized a Gain.

**"Grid"** means the transmission and distribution systems of TDSPs in ERCOT.

**"Interest Rate"** means the lesser of (a) an annual rate equal to 2% over the per annum prime lending rate published in *The Wall Street Journal* under "Money Rates" and in effect on the first day of the month during which the charge is assessed or damages are determined, as the case may be, or (b) the interest rate required under Chapter 2251 of the Texas Government Code; provided that the Interest Rate charged and collected may never exceed the maximum rate permitted by Law.

**"kW"** means kilowatt and **"kWh"** means kilowatt-hour.

**"Law"** means any law, statute, regulation, rule, ERCOT protocol, exchange rule, decision, writ, order, decree, or judgment, or any interpretation thereof by any court, agency, or instrumentality having jurisdiction, including ERCOT.

**"Losses"** means the amount equal to the Present Value of the economic loss, if any, to a Party resulting from the termination of Energy Transactions. Economic loss does not include Costs. Economic loss is determined as follows:

(a) If Customer is the Non-Defaulting Party, economic loss is the Present Value of each Terminated Contract subtracted from the Present Value of a Replacement Contract.

(b) If Reliant is the Non-Defaulting Party, economic loss is the Present Value of a Replacement Contract subtracted from the Present Value of each Terminated Contract.

**"Meter Read Date"** means the actual meter read date that corresponds to the TDSP's regularly scheduled meter read date, as ascertained from the meter reading schedule published on the TDSP's website.

**"Notice"** means all notices, requests, and Reliant Invoices to be made as specified in **Exhibits B or D**.

**"POLR"** means the REP designated by the PUCT required to offer Energy to any requesting customer in a specified territory.

**"Present Value"** means a discounted value calculated using the one year London InterBank Offered Rate quoted in the *Wall Street Journal* as of the Early Termination Date.

**"PUCT"** means the Public Utility Commission of Texas.

**"PURA"** means the Public Utility Regulatory Act.

**"REP"** means a seller of Energy that is permitted under the PURA to sell Energy to customers located in the State of Texas.

**"Reliant Invoice"** means the monthly invoice(s) rendered by Reliant to Customer reflecting amounts payable by Customer. "Monthly" means either a calendar month or such other period of approximately 30 days based on the TDSP's schedule for reading meters at Customer Locations and established to allow for invoicing of all Customer Locations on the Reliant Invoice.

**"Replacement Contract"** means a replacement contract for the applicable Energy Transaction whose value is calculated by using Customer's Energy Requirements based on the Benchmark Quantity for each Customer Location and relevant

market prices as of the Early Termination Date for the remainder of the Term. To ascertain the market prices of a Replacement Contract, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of New York Mercantile Exchange futures contracts, quotations from leading dealers in Energy swap contracts, and other bona fide third party offers, all adjusted for the remainder of the Term, as applicable, load shape, and basis differential. The Non-Defaulting Party is not required to enter into a Replacement Contract to determine its damages.

**"Resource"** means facilities capable of providing Energy or load capable of reducing or increasing the need for Energy or providing Ancillary Services, as defined in **Exhibit C**, to the ERCOT System, as described in the ERCOT protocols.

**"Taxes"** means all federal, state, and local taxes, fees, governmental charges, and assessments, presently or hereafter imposed on Customer as purchaser of Energy, on Reliant as seller of Energy, or on the Energy Transactions, including Texas state and local sales and use taxes, the Texas gross receipts tax on utility companies, the PUCT gross receipts tax assessment on REPs, municipal administrative fees on REPs, and generation, utility, regulatory, Btu, or electricity taxes and assessments, but excluding taxes imposed on net income and real property.

**"TDSP"** means the entities that own the transmission and distribution equipment for delivering the Energy to a Customer Location, and any successors to those entities.

**"Terminated Contract"** means an Energy Transaction that has been terminated. Its value is the Energy Transaction's Present Value had it not been terminated. The Present Value is calculated as of the Early Termination Date using Customer's Energy Requirements based on the Benchmark Quantity for each Customer Location for the remainder of the Term.





## EXHIBIT B: NOTICES AND PAYMENTS

### RELIANT

#### NOTICES & CORRESPONDENCE:

Reliant Energy Retail Services, LLC  
1201 Fannin  
Houston, Texas 77002  
Attn: Reliant Contract Management

P.O. Box 3412  
Houston, Texas 77253-3412  
Attn: Reliant Contract Management

Facsimile No: (832) 584-2010

With a copy to:  
Vice President, Sales and Marketing

#### BILLING & ACCOUNTING MATTERS:

Reliant Energy Retail Services, LLC  
P.O. Box 1532  
Houston, Texas 77251-1532  
Attn: Invoicing

Telephone: (888) 275-6859

#### PAYMENTS:

Payment by Wire/ACH to  
Bank of New York Mellon (or Mellon Bank NA)  
Transit Routing # 043000261  
Account Name: Reliant Energy Retail Services, LLC  
Acct. # 119-2420

Overnight Payment Option:  
Reliant Energy Retail Services, LLC  
Dept - 0954  
1501 North Plano Rd.  
Richardson, Texas 75081

Regular Payment Option:  
Reliant Energy Retail Services, LLC  
Dept. 0954  
P.O. Box 120954  
Dallas, Texas 75312-0954

Email Request (**Section 6.9**): Email your Customer Care specialist or [Solutions @ reliant.com](mailto:Solutions@reliant.com)  
Reliant's Customer Care Number: (888) 315-1558

### CUSTOMER

#### NOTICES & CORRESPONDENCE

City of Plano  
1520 K Avenue, Suite 370  
Plano, Texas 75074  
Attention: Denise Tacke  
Telephone No.: (972) 941-5233  
Facsimile No.: (972) 422-0318  
E-Mail Address: deniset@plano.gov

City of Plano  
1520 K Avenue, Suite 250  
Plano, Texas 75074  
Attention: Jim Razinha  
Telephone No.: (972) 941-7152  
Facsimile No.: (972) 941-7397  
E-Mail Address: jimraz@plano.gov

#### INVOICES

City of Plano  
1520 K Avenue, Suite 370  
Plano, Texas 75074  
Attention: Denise Tacke  
Telephone No.: (972) 941-5233  
Facsimile No.: (972) 422-0318  
E-Mail Address: deniset@plano.gov  
Invoice Type: Regular  
Invoice Address: *(As specified in the customer location information table)*

#### PAYMENTS

Bank:	Capital One Bank
ABA Routing #	111901014
Account #	3622037121





# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		June 28, 2016		
Department:		Animal Services		
Department Head		Jamey Cantrell		
Agenda Coordinator (include phone #): <b>Jamey Cantrell (972) 769-4226</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, repealing Ordinance No. 2009-2-13 codified as Chapter 4, Animal Regulations of the City of Plano Code of Ordinances and adopting a new Chapter 4, Animal Regulations of the City of Plano Code of Ordinances; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(s):     N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
<b>STRATEGIC PLAN GOAL:</b> An Ordinance to Repeal and Adoption of new Animal Services Ordinances relates to the City's goal of a Safe Large City.				
<b>SUMMARY OF ITEM</b>				
Plano's animal ordinances have remained relatively unchanged since they were adopted in 2009. This item updates all sections to comply with changes in state laws, allow for improved prosecution for violations, and account for the separation of Animal Services as a stand-alone department.				
List of Supporting Documents: Ordinance and Animal Services Memo			Other Departments, Boards, Commissions or Agencies N/A	

**Date:** June 16, 2016

**To:** Bruce Glasscock, City Manager

**From:** Jamey Cantrell, Animal Services Director

**Subject:** Ordinance Clean Up and Fee Resolution

Animal Services has recently completed proposed changes to Chapter 4 of the City's Code of Ordinances. The last update to this Chapter was passed in 2009 and many changes in state law as well as Animal Services now being a stand-alone department necessitate revisions to the City's Code of Ordinances. Additionally, the city's Prosecutor's Office assisted in editing the ordinances to clarify language and eliminate loopholes that sometimes made enforcement difficult. These revisions have been presented and supported by the Animal Shelter Advisory Committee and there were four opportunities for public comments: during the April and October meetings in 2015 and the January and April meetings in 2016. No comments were received. Staff from Animal Services and the Legal Department have spent numerous hours writing and re-writing these proposed changes to ensure that they reflect the City's attitude of being a progressive, humane community while still ensuring that all individual rights are protected.

Although this is a "major" revision with regards to wording, there is actually little change in ordinance requirements. In fact, the average pet owner will face no more or less regulation than they do with the current ordinance. Most of the additions affect animal-related business by giving the Animal Services Department greater authority to address ordinance violations through temporary closures and enforcement actions. The principal changes are highlighted below but if a complete "strike-through" version is requested to illustrate every difference, one can be provided:

- Section 4-27 - Requires those who use traps to capture animals to check the trap at least once daily, not set the trap if the overnight low temperature is expected to be below forty degrees Fahrenheit, and ensure that all traps are set in conditions that do not otherwise endanger a captured animal due to exposure to the elements. It also bars trapped animals from being killed and prohibits the use of all lethal traps except for commercially available traps set specifically for rats, mice, or insects.
- Section 4-61 - Appoints the animal shelter as the designated caretaker of all impounded animals and then fully transfers ownership of all animals to the city after the expiration of any required holding period.
- Section 4-124 - Creates a permit for zoological educational outreach displays for groups that are accredited by either the American Zoological Association or Zoological Association of America so that they can display animals that are not allowed in petting zoos or other animal-related businesses.
- Section 4-128 - Requires permit holders to temporarily cease operations and report to Animal Services if there is any imminent health hazard that might affect the permit holder's staff, customers, or animals. If the permit holder does not do so voluntarily, the Animal Services Director may order a temporary closure and impound any animals until the hazard is abated and operations can resume.
- Section 4-129 - Allows permits to be suspended if permittees refuse to allow required inspections, fail to meet ordinance requirements, or otherwise violates city ordinances.
- Section 4-130 - Consolidates all permit revocation, denial, and appeal processes.
- Section 4-157 - Brings the Dangerous Animal statutes into alignment with state law with regards to the appeal process and the timeframe that appeals must be filed in.

An Ordinance to repeal all Animal Services fees set by the Health Department Fees Ordinance and a Resolution to set all Animal Services fees is also included in this clean up. These are needed to separate Animal Services fees from the Health Department fees. All current fees set by the previous Ordinance will remain the same with the Resolution only setting a new fee for the proposed permit for zoological educational outreach displays.

**An Ordinance of the City of Plano, Texas, repealing Ordinance No. 2009-2-13 codified as Chapter 4, Animal Regulations of the City of Plano Code of Ordinances and adopting a new Chapter 4, Animal Regulations of the City of Plano Code of Ordinances; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date.**

**WHEREAS**, on February 17, 2009, the City Council of the City of Plano duly passed Ordinance No. 2009-2-13, codified as Chapter 4, Animal Regulations of the City of Plano Code of Ordinances; and

**WHEREAS**, staff recommends adopting a new ordinance to be codified as Chapter 4, Animal Regulations of the City of Plano Code of Ordinances to comply with new state laws and animal regulations; and

**WHEREAS**, after consideration of the recommendations of staff and all matters attendant and related thereto, the City Council is of the opinion that it is in the best interest of the City and its citizens that the new animal ordinance be adopted and codified as Chapter 4, Animal Regulations of the City of Plano Code of Ordinances

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

**Section I.** Ordinance No. 2009-2-13 is repealed in its entirety; and

**Section II.** Chapter 4, Animal Regulations of the City of Plano Code of Ordinances is hereby adopted to read as follows:

#### **“CHAPTER 4 – ANIMALS**

#### **ARTICLE I. DEFINITIONS AND ENFORCEMENT**

##### **Section 4-1. Definitions.**

Unless otherwise expressly stated, the following words, terms, and phrases shall have the following meanings when used in this chapter:

*Abandon* means to fail to adequately provide an animal with one (1) or more of the necessities of life, including but not limited to, air, food, potable water, sanitary conditions, shelter, protection from the heat, cold, or other environmental conditions, or under other circumstances that may cause bodily injury, serious bodily injury, or death of the animal, for twenty-four (24) or more hours, or to leave an animal in the care, custody, or control of another person without his or her consent.

*Adult animal* means an animal that is four (4) months of age or older.

*Animal Establishment* means any permanent facility or business that has care, custody, or control of animals within the City of Plano including, but not limited to, pet shops, grooming facilities, boarding kennels, and animal auction facilities. This term does not include veterinary or medical facilities, research or other facilities licensed by government agencies, wildlife educational centers, and zoological parks.

*Animal Exhibition* means any temporary spectacle, display, event, exhibition or act featuring one or more performing animals including, but not limited to, circuses, pony rides, animal exhibits, weight pull events, and petting zoos. This term does not include resident or non-resident dog and cat shows which are sponsored by the Animal Services Department. For this definition, temporary means lasting seven (7) days or less.

*Animal Fighting Paraphernalia* means any item or equipment that is designed, adapted, or used for animal fighting purposes, including, but not limited to, instruments designed, adapted, or used in a manner that attaches to the leg of a bird, such as a knife, gaff, or other sharp instrument, or items used to train or condition animals to fight, such as hanging devices or “bite sticks.”

*Animal Housing Enclosure* means any structure or other enclosure contained within the owner’s property limits and designed, adapted, or used to segregate an animal to a smaller area or restrict an animal to a limited space, including, but not limited to, pens, kennels, dog runs, rooms, cages, compartments, hutches, coops, and fenced portions of a yard or property. This term does not include the term *shelter* as defined in this section.

*Animal Services Director* means the Director of the City of Plano Animal Services Department and his authorized designees.

*Animal Services Facility* means an establishment operated by the City of Plano for the temporary confinement, safekeeping, and control of animals which come into the custody of the City of Plano.

*Animal Services Officer* means a person designated by the City to represent and act for the City in the impounding of animals, controlling of animals running at large, and enforcing the provisions of this chapter and all regulations relating to animals as authorized by state or federal law.

*Assistance animal* has the meaning assigned in Chapter 121 of the Texas Human Resources Code, as amended.

*At large* means an animal that meets at least one (1) of the following criteria:

- (a) An animal that is not confined to the premises of the owner by substantial physical means of restraint of sufficient height, strength, and/or manner of construction to preclude the animal from leaving the premises of the owner or being able to come within six (6) feet of any public area;

- (b) An animal that is not under direct physical control of a person by means of a tether of sufficient strength and of a length of not more than six (6) feet.

The term “At Large” does not apply to an animal that is lawfully in any off-leash site or dog park authorized by the City of Plano or the City of Plano Code of Ordinances, so long as the person with care, custody, or control of the animal is in compliance with all other requirements of the Plano Code of Ordinances. This definition does not apply to an indigenous wild or feral animal.

*Auction* means any facility where animals are regularly bought, sold, or traded to the highest bidder. This definition does not apply to individual sales of animals by private owners.

*Basic Grooming* means maintaining the eyes, ears, beaks, hooves, feet, nails, coat, and skin of an animal in such a manner that is reasonably necessary for the health and safety of the animal.

*Business day* means a day during which the City of Plano Animal Shelter is open for business.

*Bodily injury* means physical pain, illness, or any impairment of physical condition that would cause a reasonably prudent person to seek treatment from a medical professional or veterinarian without regard to whether the person actually sought the treatment. This term includes, but is not limited to, a bite or scratch wound and any bodily injury resulting from the victim attempting to escape or prevent contact with the injuring animal.

*Cat* means a domesticated member of the feline family (*Felis domesticus*) other than a lion, tiger, bobcat, jaguar, panther, leopard, cougar or other prohibited feline, or any hybrid thereof.

*City* means the City of Plano.

*City Enforcement Agent* means any designee of the City of Plano Animal Services Director, any Animal Services Officer, or law enforcement officer that is employed by the City of Plano.

*Commercial Breeder* means any owner who breeds animals or transfers ownership of more than twelve (12) animals or more than two (2) litters, clutches, or other groups of offspring (whichever is greater) of any breeding animal during any twelve (12) consecutive month period to another person for the purpose of breeding, show, personal pet, slaughter, or resale to a third person.

*Conviction* means:

- (a) an adjudication of guilt;

- (b) a sentence imposed by a court;
- (c) a court order of community supervision, including deferred adjudication.

*Culpable Mental States.*

- (a) A person acts intentionally, or with intent, with respect to the nature of his conduct or to a result of his conduct when it is his conscious objective or desire to engage in the conduct or cause the result.
- (b) A person acts knowingly, or with knowledge, with respect to the nature of his conduct or to circumstances surrounding his conduct when he is aware of the nature of his conduct or that the circumstances exist. A person acts knowingly, or with knowledge, with respect to a result of his conduct when he is aware that his conduct is reasonably certain to cause the result.
- (c) A person acts recklessly, or is reckless, with respect to circumstances surrounding his conduct or the result of his conduct when he is aware of but consciously disregards a substantial and unjustifiable risk that the circumstances exist or the result will occur. The risk must be of such a nature and degree that its disregard constitutes a gross deviation from the standard of care that an ordinary person would exercise under all the circumstances as viewed from the actor's standpoint.
- (d) A person acts with criminal negligence, or is criminally negligent, with respect to circumstances surrounding his conduct or the result of his conduct when he ought to be aware of a substantial and unjustifiable risk that the circumstances exist or the result will occur. The risk must be of such a nature and degree that the failure to perceive it constitutes a gross deviation from the standard of care that an ordinary person would exercise under all the circumstances as viewed from the actor's standpoint.

*Currently vaccinated* means an animal that is considered to have a current anti-rabies vaccination according to the Texas State Rabies Control Act, as amended, and the minimum standards established by the appropriate state agency or rule-making board.

*Dangerous animal* means:

- (a) An animal that makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the animal was

being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own; or

- (b) An animal that commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to that person; or
- (c) An animal that commits an unprovoked attack on a human being that causes serious bodily injury or death and occurs in an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own unless the person who was attacked was trespassing or otherwise violating the law by being within the enclosure;
- (d) An animal that is at large and commits an unprovoked attack on a domestic animal that causes the death of the attacked animal; or
- (e) An animal that is at large and commits an unprovoked attack on a domestic animal that causes serious bodily injury to the attacked animal and the attacking animal has already committed at least one unprovoked attack on a previous occasion against a human being or domestic animal.
- (f) The term Dangerous Animal does not include an animal that commits an unprovoked attack on a human being in an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure where the person who was attacked was trespassing or otherwise violating the law by entering the enclosure;

*Department* means the City of Plano Animal Services Department.

*Designated caretaker* means the provisional assumption of ownership for the purposes of administering preventative immunizations and treatment including emergent humane euthanasia as directed by a licensed veterinarian in the event of suffering during an animal's stray hold period at an impound facility.

*Direct physical control* means having precautions in place so the person may exercise physical control over the animal in the event it should become necessary to do so to protect the animal, a human, or another animal from harm. For the purposes of this chapter, voice control, shock collars, e-collars, and collar-mounted electronic training devices, regardless of the animal's proximity or training status, shall not be considered direct physical control.

*Dog* means a domesticated member of the canine family (*Canis familiaris*), other than a wolf, jackal, fox, dingo, coyote, or other prohibited canine, or any hybrid thereof.

*Domestic Animal* means any animal that lawfully may be kept as a pet or as livestock within the City of Plano so long as all of the required provisions of this chapter are met, ownership or possession of said animal is not prohibited by any international, federal, local or state law, and it is not a Wild Animal, as defined herein, including but not limited, to the following animals:

- Reptiles – Any non-venomous reptile that does not typically reach total lengths greater than eight (8) feet;
- Birds – Any birds commonly kept as pets, or any bird kept for falconry purposes by a state and federally permitted falconer;
- Amphibians – Any frogs or toads commonly kept as pets;
- Fish – Any fish commonly kept as pets; and
- Mammals – Any mammals commonly kept as pets or livestock including, but not limited to, dogs, cats, ferrets, rabbits, guinea pigs, hamsters, hedgehogs, rats, mice, chinchillas, sugar gliders, horses, cows, alpacas, and llamas.

*Estray* means any branded or unbranded livestock, fowl, exotic livestock, or exotic fowl found running at large.

*Estrus* means a regular period of reproductive excitement in female mammals, during which the animal seeks to mate.

*Euthanasia* means the termination of an animal by a person using methods authorized by state and federal laws.

*Feral Animal* means any unowned, untamed animal living in the wild that will not voluntarily accept handling by human beings despite usually being considered a domestic animal.

*Health Director* means the Director of the City of Plano Environmental Health Department and his authorized designees.

*Humane trap* means any trap designed to capture an animal without injuring the animal.

*Identification* means any acceptable method, such as microchipping, registration tag, or tattoo, which can be used to readily trace the current ownership of an animal.

*Impound* means the placing of an animal in the City's Animal Services Facility.



*Inhumane Treatment of Animals* means any treatment of an animal prohibited by any provision of this chapter or described in Article II, Section 4-26 of this chapter

*Intact* means any animal that has not been sterilized.

*Kennel* means any lot, building, structure, enclosure, or premises where five (5) or more adult animals are kept and wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs, cats, or other animals.

*Livestock* means or includes domesticated animals typically kept to provide food or fiber or perform work, whether or not they actually provide these functions, including but not limited to, regardless of age, sex, or breed: horses, consisting of all equine species including ponies, mules, donkeys, jackasses, and burros; cattle, consisting of all bovine species; sheep, consisting of all ovine species; llamas and alpacas; goats, consisting of all caprine species; rabbits kept primarily outdoors or raised as a food or fiber source; chickens, ducks, and other fowl; and pigs or hogs, consisting of all swine species.

*Local Rabies Control Authority (LRCA)* means the person designated by the governing body of a municipality to enforce the Texas Health and Safety Code, as amended.

*Local Rabies Control Incident (LRCI)* means any bite, scratch, or other injury to a person caused by a warm-blooded animal that breaks the victim's skin and/or causes him or her to bleed and potentially come into contact with the injuring animal's saliva and could therefore allow the rabies virus to be transmitted from the animal to the person.

*Microchip Implant* means a passive electronic device that is injected into an animal by means of a hypodermic-type syringe device. Each microchip shall contain a unique and original number that is read by an electronic scanning device for purposes of animal identification and recovery by the animal's owners. The microchip implant shall be supplied with an exterior collar-type tag for purposes of an external means of notifying others that the animal has been implanted with a microchip.

*Microchip Reader* means an electronic scanner with an operating frequency that is able to detect a microchip that has been implanted in an animal, and displays the number of the microchip to its operator. The microchip reader shall be of a type that activates and displays the number of a microchip manufactured by multiple vendors.

*NASAR* means the National Association for Search and Rescue, which is a non-profit corporation that provides training and certification resources for search and rescue, and emergency rescue efforts.

*Notice* means by personal service, certified mail (return receipt requested), or a written notice left at the entrance to the premises where the animal is harbored.

*Notify and notification*, unless otherwise defined in this chapter, a requirement to notify the Department, means to contact the Department at (972) 769-4360 and speak with

an employee of the Department or leave a voicemail. Notification shall be made immediately, but only as soon as can be done so safely.

*Offer to Transfer Ownership* means to offer to convey ownership rights, in person, electronically, or by any other means, of an animal from one person to another by any means, including, but not limited to, auctioning, selling, giving away, delivering, trading, or bartering.

*Owner* means any person or persons, firm, partnership, corporation, association or entity that harbors, shelters, keeps, controls, manages, possesses or has whole or part interest in any animal. The occupant, owner or head of household of any premises where an animal remains for seventy-two (72) hours or more shall be presumed to be the owner of the animal. The presumption may be rebutted with proof that the animal has been reported to the Department as a stray animal as required in Section 4-201 of this chapter. A property owner, occupant, or head of household of any premises on which a dog or cat remains or customarily returns to is an owner for purposes of this chapter. If a person under the age of seventeen (17) years owns an animal, the parent, legal guardian, or the head of the household shall be the owner for purposes of this chapter. There may be more than one person who is the owner or responsible for an animal. This term shall include persons who are in temporary possession of the animal, including but not limited to, pet sitters, groomers, boarders, walkers, and trainers.

*Owner's Agent* means a person who has been authorized by the owner to act on his behalf.

*Person* shall have the meaning assigned in chapter 1, section 1-3 of the City of Plano Code of Ordinances. The term *person* shall include the term *owner*.

*Pet Grooming Facility* means an establishment that provides basic grooming for domestic animals but does not routinely board animals for a fee. For the purposes of this chapter, a veterinary clinic that provides basic grooming is not a pet grooming facility.

*Police Service Animal* means an animal owned by the City of Plano, or other governmental law enforcement agency, specifically trained or equipped to assist personnel in a law enforcement capacity.

*Pony Ride* means the use of any horse, pony, mule, donkey, jackass or burro to provide rides to, or to pull wagons containing, individuals other than the animals' owners, whether gratuitously or for a fee.

*Private Animal Sale* means the individual transfer of ownership of an animal, other than a wild animal, by a private owner to another private owner that occurs on the property of either the seller or buyer.

*Private Owner* means an owner who is not a permitted commercial breeder or permitted animal establishment.

*Quarantine* means to confine and isolate from human beings and other animals in a state-approved quarantine facility or in compliance with all stipulations of a home quarantine when allowed by the Local Rabies Control Authority. The quarantine period for a dog, cat, or a domestic ferret for rabies observation is two hundred forty (240) hours from the date and time of the bite, scratch or other exposure, or as specified by state law or rule.

*Releasing Agency* means any public or private animal pound, shelter, or humane organization. The term does not include an individual who occasionally renders humane assistance or shelter in the individual's home to a dog or cat.

*Restrain* means to control an animal by physical means.

*SARTECH III* means basic level of certification of persons issued by the National Association for Search and Rescue.

*Search and rescue activity* means any activity by a trained search and rescue dog under the direction and control of a non-profit search and rescue organization or governmental entity to assist in the location of lost or missing persons or for other law enforcement or public safety purposes being performed at the request of a law enforcement agency.

*Search and rescue organization* means a group of volunteers operating as a non-profit organization that trains dogs to assist in the location of lost or missing persons or for other law enforcement or public safety purposes.

*Search and rescue training* means authorized training of a dog to provide search and rescue activities by a member of a permitted search and rescue organization in compliance with the requirements of their permit.

*Secure Enclosure* means an animal housing enclosure that meets all of the following criteria:

- (a) is located inside a separate fenced area;
- (b) is locked;
- (c) is capable of preventing the entry of the general public, including children;
- (d) is capable of preventing the escape or release of an animal in the enclosure.

- (e) is clearly marked as containing a dangerous animal;
- (f) has an attached, secure roof;
- (g) has a concrete floor or sides buried not less than two (2) feet into the ground and constructed to prevent the animal from digging under the secure enclosure and escaping;
- (h) is located a minimum of five (5) feet from any fence line or wall that abuts private property or a public area; and
- (i) complies with all additional requirements as established and provided in writing to the owner by the Animal Services Department or this chapter.

*Serious bodily injury* means an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

*Shelter* means a structure that is capable of adequately providing cover and protection from heat, cold, and other environmental conditions. At minimum, a shelter must have three sides, a top, and a bottom and must be adequately ventilated. It must have bedding material. It must be large enough so that the animal can enter, stand, turn around, and lie down, but small enough to prevent the loss of body heat during cold weather.

*Sterilized* means an animal rendered incapable of reproduction.

*Tether* means any leash, chain, cord, rope, or other means of restraining an animal or the act of chaining, tying, fastening or otherwise securing an animal to a fixed point so that it can move or range only within certain limits.

*Transfer Ownership* means to convey ownership rights of an animal from one person to another by any means.

*Twelve (12) Consecutive Month Period* means the twelve (12) month period immediately preceding the date of an event.

*Unprovoked* means that the animal was not hit, kicked, pulled, struck, pinched, poked, prodded, shocked, or squeezed by a person with an object or part of the person's body, or otherwise teased or tormented in any manner.

*Vaccination* means the inoculation of an animal with an anti-rabies vaccine that is licensed by the United States Department of Agriculture for use in that species and which is administered in accordance with the label's directions and all state and federal laws for the purpose of immunizing the animal against rabies.

*Veterinary Hospital* means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of illnesses, diseases, and injuries of animals.

*Wild Animal* means any animal not normally considered domesticated, regardless of the state or duration of captivity, that can typically be found in a wild state which, because of its size, vicious nature, potential disease threat, or other natural characteristic(s), would constitute a danger to human life, property or domestic animals, or any animal that is restricted from ownership by any international, federal, or state law including, but not limited to, the following animals:

- Reptiles: venomous reptiles, crocodiles, alligators, any reptile that typically reaches a total length greater than eight (8) feet, and iguanas;
- Birds: emus, ostriches, or rheas;
- Mammals: ocelots, lions, tigers, jaguars, leopards, cougars, bobcats, wolves, dingoes, coyotes, jackals, elephants, armadillos, kangaroos, wallabies, wallaroos, opossums, beavers, porcupines, weasels, martins, minks, badgers, pandas, bears, raccoons, bats, foxes, skunks, cheetahs, servals, caracals, hyenas, squirrels, wild rabbits, or non-human primates;
- Any species illegal to own under federal or state law, or any animal which is, or may be hereafter, listed as a “high risk” animal in the Texas Rabies Control Act;
- Any hybrid of any animal classified as a Wild Animal.

*Wild Animal Class I* means non-native wildlife that present a serious threat to public health or safety including, but not limited to, chimpanzees, gorillas, gibbons, drills, mandrills, orangutans, baboons, siamangs, cheetahs, leopards, jaguars, tigers, lions, cougars, panthers, bears, rhinoceros, elephants, hippopotamuses, alligators, crocodiles (except dwarf), gavials, black caimans, Komodo dragons, venomous reptiles, and any hybrid of any animal classified as a Wild Animal Class I. For the purposes of this ordinance, all Wild Animals Class I are Wild Animals by definition and subject to regulation as either or both.

*Wildlife Educational Center* means an organization that has met all of the state and federal requirements to possess and display wild or domestic animals for educational purposes.

*Wildlife Rehabilitator* means a person holding all current state and/or federal permits needed to temporarily house allowed native wild animal species in his or her possession with the goal of rehabilitating the animal(s) and releasing it back into its natural habitat in accordance with all state and federal laws.

*Zoological Educational Outreach Display* means any temporary spectacle, display, event, exhibition, or act where the operator has met all state and federal requirements to possess and display Domestic, Wild, or Wild Class I Animals for educational purposes and

is accredited through the American Zoological Association or Zoological Association of America. For this definition, temporary shall mean lasting seven (7) days or less.

*Zoological Park* means a government-operated facility displaying or exhibiting one or more species of non-domesticated animals.

#### **Section 4-2. Enforcement, seizures and penalties.**

- (a) The Animal Services Director and his designees shall be responsible for the enforcement of this chapter and all other ordinances in the City of Plano Code of Ordinances pertaining to animals, unless otherwise provided by law or this chapter.
- (b) The Animal Services Director and his designees shall be responsible for the enforcement of all laws and regulations of the State of Texas pertaining to animals that authorize the local health authority or animal services officers to enforce the same;
- (c) Any person violating any provision of this chapter by committing a prohibited act or by failing to commit a required act may be issued a Notice to Appear or Summons to Appear for such violation, and upon conviction thereof, the person shall be deemed guilty of a misdemeanor and punished as provided in section 1-4(b) of the Code of Ordinances of the City of Plano.
- (d) Each twenty-four (24) hour period of violation, and each separate animal or condition in violation of any provision of this chapter, shall constitute a separate offense.
- (e) For the purpose of proving violations of this chapter, the requirement of a culpable mental state is expressly waived, unless otherwise stated. If the definition of an offense under this chapter does not prescribe a culpable mental state, then a culpable mental state is not an element of the offense and is not required to be proven for conviction of the offense. Such offense shall be punishable by a fine not to exceed Five Hundred Dollars and No Cents (\$500.00).
- (f) City Enforcement Agents are authorized to seek a warrant or order from a court of competent jurisdiction to enforce this chapter, pursuant to all applicable local, state, and federal laws.
- (g) City Enforcement Agents shall have the power to search, seize and impound an animal with a warrant or court order under one (1) or more of the following conditions:

- (1) When the City Enforcement Agent has probable cause to believe that the animal creates a nuisance as described in section 4-51 (a) of this chapter;
  - (2) When the City Enforcement Agent has probable cause to believe that the animal has been abandoned or is being treated inhumanely as described in this chapter;
  - (3) When the City Enforcement Agent has probable cause to believe that the animal has rabies or has been exposed to rabies;
  - (4) When the City Enforcement Agent has probable cause to believe that the animal is not being quarantined for rabies observation under appropriate conditions as defined in this chapter;
  - (5) When the City Enforcement Agent has probable cause to believe that the animal meets the definition of a Dangerous Animal as defined in this chapter;
  - (6) When the City Enforcement Agent has probable cause to believe that the animal has been involved in a LRCI; or
  - (7) When the City Enforcement Agent has probable cause to believe that the animal is being possessed or harbored in violation of this chapter.
- (h) City Enforcement Agents shall have the power to search, seize and impound an animal without a warrant or court order, with probable cause as set forth in 4-2 (f) (1-7), of the Code of Ordinances of the City of Plano, under the following conditions:
- (1) On public property, in all cases;
  - (2) On private property, if:
    - a. The consent of the resident or property owner, or someone with apparent authority to consent, is obtained; or
    - b. Exigent circumstances exist, the City Enforcement Agent reasonably believes that there is imminent danger of serious bodily injury or death to a human being, another animal, or the animal in question, and there is insufficient time to obtain a warrant.

- (3) Upon the request of a peace officer if the owner is not available and there is no one seventeen (17) years of age or older to accept responsibility for the animal.
- (i) A City Enforcement Agent shall have forty-eight (48) hours from the time of the animal's seizure to request a hearing in the Plano Municipal Court to determine the disposition of the animal in accordance with this chapter. If no hearing is requested, the animal shall be returned to its owner upon request from the owner.
- (j) The City Enforcement Agent is authorized to use necessary force, including but not limited to breaking a vehicle's window, to make lawful seizures of animals pursuant to this chapter, subject to all local, State, and Federal laws and court orders

#### **Section 4-3. Duties.**

- (a) The Animal Services Director or his designee shall act as the Local Rabies Control Authority for the City. If the Animal Services Director position is vacant or he is unavailable, and his designee has not been identified, then the City Manager shall designate the Local Rabies Control Authority.
- (b) Any City Enforcement Agent shall have the authority to issue notices to appear and file probable cause affidavits for any violations of this chapter, to file affidavits supporting search and/or seizure warrants, and any other power or duty stated within the terms of this chapter.

#### **Section 4-4. City exempt.**

City facilities and operations are exempt from the requirements of this chapter.

#### **Section 4-5. Fees.**

All fees for this chapter shall be reviewed, set and adopted by a resolution of the city council. The following is not intended to be an exhaustive listing of fees. Fees shall be assessed for: annual registrations; dangerous animal registrations; lost registration tag; permits for animal businesses; impounded animals; boarding of animals; sterilization of animals; implanting microchips in animals; adoption of animals; vaccination of animals; disposal of deceased animals; local rabies control authority incidents; livestock capture.

The Animal Services Director or his designee shall have the authority to reduce, refund, or waive fees under this chapter.



## ARTICLE II. TREATMENT OF ANIMALS

### Section. 4-26. Inhumane treatment of animals.

- (a) A person commits an offense if, either through his action or omission, he:
- (1) Docks the tail or removes the dew claws of an animal over five (5) days of age, or crops the ears of an animal of any age, unless he is licensed to practice veterinary medicine in the State of Texas;
  - (2) Transfers ownership or otherwise physically removes from its mother any dog, cat, ferret, or rabbit less than six (6) weeks old, or any other animal that is not yet weaned, except as advised by a licensed veterinarian;
  - (3) Dyes or otherwise artificially colors any animal;
  - (4) Displays, transfers ownership, or offers to transfer ownership of any dyed or otherwise artificially colored animal;
  - (5) Abandons any animal that he or she has possession or ownership of at the Animal Services Facility, at any other place of business, on public property, or with any person that has not consented or has revoked consent to be responsible for the care of the animal;
  - (6) Fails to reclaim any animal that he owns from the Animal Services Facility or any person who had temporary possession of the animal;
  - (7) Fails to notify the Department within twenty-four (24) hours after a motor vehicle being operated by him strikes an animal;
  - (8) Euthanizes, kills or attempts to euthanize or kill an animal in a manner other than one allowed in this chapter;
  - (9) Carries or transports an animal in any motor vehicle, conveyance, or trailer and fails to effectively restrain the animal so as to prevent the animal from leaving or being accidentally thrown from the vehicle, conveyance, or trailer;
  - (10) Places or confines an animal, or allows an animal to be placed or confined, in a motor vehicle, conveyance, or trailer without providing adequately for the necessities of life, including air, food, potable water, sanitary conditions, shelter, or protection from the heat, cold, or other environmental condition, or under other circumstances that may cause bodily injury, serious bodily injury, or death of the animal;

- (11) Causes or allows an animal to remain in its own filth;
- (12) Owns or has care, custody, or control of an animal having an infestation of ticks, fleas, or other parasites, without having the animal treated by a veterinarian or following a proper commercially available treatment regimen for the infestation;
- (13) Owns or has care, custody, or control of an animal having an obvious or diagnosed illness, injury, or communicable illness transmittable to animal or human, without having the animal treated by a veterinarian or following a proper treatment regimen for the injury or illness;
- (14) Fails to provide basic grooming for an animal;
- (15) Causes, allows, or trains an animal to fight another animal or possesses animal fighting paraphernalia or training equipment;
- (16) Fails to adequately provide an animal owned by him or under his care, custody, or control with necessities of life, including food, potable water, sanitary conditions, shelter, or protection from the heat, cold, other environmental conditions, or other circumstances that may cause bodily injury, serious bodily injury or death of the animal;
- (17) Transfers ownership or offers to transfer ownership of any chicken, duckling, or rabbit younger than sixteen (16) weeks of age in quantities of less than twelve (12) to a single purchaser;
- (18) Mutilates or allows to be mutilated any dead animal for reasons other than food preparation or taxidermy. Dissection in compliance with medical or veterinary research, medical or veterinary necropsy, and bona fide educational use of dead animals shall not be considered mutilation;
- (19) Attaches or allows to be attached a collar or harness to an animal that is of an inadequate size so that it restricts the animal's growth or causes damage to the animal's skin;
- (20) Attaches or allows to be attached a tether that is not appropriately sized for the animal or so heavy as to restrict or burden the animal's movements;
- (21) Displays, transfers ownership, or offers to transfer ownership of any turtle with a carapace of less than four inches in length;

(22) Teases, taunts, or provokes an aggressive reaction from an animal.

- (b) Animals seized pursuant to this section may be impounded and the City Enforcement Agent may petition the municipal court for a hearing to determine whether the animal was inhumanely treated and to determine the disposition of the animal. The petition shall be filed within 48 hours of the seizure. If the court is not open during this 48 hour period, the petition shall be filed the next day the court is open for business. If a hearing is not requested, then the animal shall be returned to the owner upon request of the owner.
- (c) This section shall not be interpreted to restrict the lawful activities and legitimate operations of rodeos, 4H Clubs, or FFA Clubs.

**Section 4-27. Placement and baiting of animal traps and poison.**

- (a) Humane traps shall be used to trap animals within the City, whether on public or private property. The person who places the trap, or who requests its placement, shall be responsible for checking the trap, the care of the animal while it is in the trap, and the notification to the Department of any captured animal. All traps shall be checked at least daily.

No traps shall be placed upon public property without written permission from the Department. It shall be the responsibility of the person setting the trap to properly label the trap indicating the name and contact information for the owner and the date permission was obtained from the Department.

- (b) All captured domesticated animals shall be turned over to the Department, unless the animal is captured as part of a feral animal neutering program that has obtained written permission from the Animal Services Director to place traps within the City. All captured wild animals shall be turned over to the Department, a Wildlife Educational Center, or state-licensed Wildlife Rehabilitator within twenty-four (24) hours.
- (c) Offenses:

A person commits an offense if he:

- (1) Places, or places and baits, or allows the placing or placing and baiting, of an steel-jawed trap (commonly known as a "bear trap", "wolf trap", "leg hold trap", or "coyote trap"), a body hold trap (commonly known as "connibear trap"), any snare trap, any noose-type trap, or any other trap designed, used, or adapted to be lethal or cause serious bodily injury or death of an animal;

- (2) Places or allows the placing of any substance, article, or bait that has in any manner been treated with any poisonous or toxic substance, including anti-freeze, or any drug in any place accessible to human beings, birds, dogs, cats or other animals with the intent to kill or harm animals;
  - (3) Fails to check a trap he has placed, placed and baited, or allowed to be placed or placed and baited at least once every twenty-four (24) hours.
  - (4) Places, or places and baits, or allows the placing or placing and baiting of any trap when the overnight low temperature is expected to be below forty (40) degrees Fahrenheit without first obtaining written permission from the Department.
  - (5) Places, or places and baits, or allows the placing or placing and baiting of any trap under conditions which may endanger the health of the animal due to exposure to rain, snow, extreme temperatures, lack of food or water, or under other circumstances that may cause bodily injury, serious bodily injury or death of the animal, whether or not such injury occurs.
  - (6) Euthanizes, kills or attempts to euthanize or kill a trapped animal in a manner other than one specifically allowed in this chapter;
  - (7) Places or places and baits a trap or allows the placing or placing and baiting of any trap designed for trapping animals in any highway, street, alley, or other public place within the incorporated limits of the City unless specific written permission by the Department has been granted. This subsection shall not apply to a City Enforcement Agent or an agency working in compliance with written permission from the Department for placing the trap on public property;
  - (8) Removes, alters, damages, or otherwise tampers with a trap or equipment belonging to or placed at the request of the Department.
  - (9) Places, or places and baits a trap, other than a commercially available trap solely designed to exterminate mice, rats, or insects, for commercial profit, without identifying the trap with the name, telephone number, and Texas Department of Agriculture Structural Pest Control Applicator license number of the applicator who placed or placed and baited the trap.
- (d) Any trap found to be set in violation of this chapter may be confiscated by a City Enforcement Agent and held as evidence in the case for the offense.

- (e) This section shall not be interpreted to restrict the extermination of rats, mice, or insects, through the use of traps, poisons, or other commercially available means when used in that person's residence, property, accessory structure, or commercial establishment and in accordance with the manufacturer's directions as long as reasonable precautions are taken to ensure that no human, pet, or wild animal, other than the targeted species, comes into contact with the traps, poisons, or other means and that does not violate any other section of this chapter.

**Section 4-28. Tethering animals.**

- (a) A person commits an offense if he tethers an animal to a stationary object for any length of time except as allowed by subsections (b) and (c) of this Section.
- (b) Restraint on the owner's property or for a lawful animal event, veterinary treatment, grooming, training, law enforcement activity, or when needed to protect the safety or welfare of a person or animal, shall be allowed provided that all of the following conditions are met:
  - (1) The animal's owner maintains continuous, direct physical control of the animal throughout the period of restraint;
  - (2) The tether is attached to a properly fitting collar or harness and is not wrapped around the animal's neck. Choke or prong-type collars are prohibited;
  - (3) The tether is designed and placed in a manner to prevent entanglement or injury; and
  - (4) The tether does not allow the animal to move outside the person's property or come within ten (10) feet of public property if tethered outside a fenced area.
- (c) A "skyline" type aerial trolley consisting of a line that is strung between two fixed points that are at least twenty (20) feet apart with a down line that is at least five (5) feet in length is allowed as long as the requirements of Section 4-28(b)(2-4) are met and the animal is enclosed behind a fence of adequate size and strength capable of preventing the general public, including children, and other animals from entering the area.

**Section 4-29. Animal housing enclosure requirements.**

- (a) All animal housing enclosures must be securely built, adequately sized for the kind, size, and number of animals housed, maintained in a sanitary condition so that flies or mosquitoes are not allowed to breed and odors are not offensive to adjacent residences or businesses, in compliance with all

other requirements of this chapter, City zoning laws, and the following minimum standards:

- (1) Enclosures housing fewer than five (5) animals must be at least twenty (20) feet from any adjacent building, excluding any building owned by the owner of the animals;
  - (2) Enclosures housing five (5) or more animals must be at least fifty (50) feet from any adjacent building, excluding any building owned by the owner of the animals;
  - (3) Enclosures used as an area for a dog to regularly eat, sleep, drink, and/or eliminate must have at least one hundred (100) square feet of space for each dog six (6) months of age or older that is housed there; and
  - (4) Enclosures shall be located so that the animals being housed are protected from inclement weather, harassment, stings and bites from insects, and attacks by other animals.
- (b) A person commits an offense if he fails to provide an enclosure or enclosures meeting the criteria set forth in this section.
- (c) Dangerous animal enclosures shall also meet the requirements of a secure enclosure as set out in this chapter.

### **ARTICLE III. PUBLIC NUISANCES**

#### **Section 4-51. Nuisances.**

- (a) A person commits an offense if the person is an owner of an animal and the person permits, or by insufficient control allows, any of the following to occur:
- (1) Creation of any condition on the owner's property, or that carries over to an adjacent property, that renders the ground, the water, the air or the food hazardous or injurious to human or animal life or health or that is offensive to the senses or that is detrimental to the public health;
  - (2) The animal to be at large as defined by this chapter;
  - (3) Creation of a condition conducive to the breeding of flies, mosquitoes, ticks, fleas, or other pests;

- (4) Breeding or causing to be bred any animal within the public view;  
or
  - (5) Allowing any female animal in estrus to be on any public property, or any private property not owned by the animal's owner, except to transport said animal to a veterinarian for treatment or to a planned breeding in compliance with all other provisions of this chapter.
- (b) A person commits an offense if the person causes an animal not owned by him to be at-large by intentionally, knowingly, or recklessly releasing a confined animal.
  - (c) A person commits an offense if the person is the owner of an animal and the person fails to immediately remove and dispose of any excreta the animal produces.
  - (d) A person commits an offense if the person is the owner of an animal and fails to visibly have in his possession materials that can be used to immediately remove and dispose of any excreta the animal produces.
  - (e) It is an affirmative defense to prosecution under subsections 4-51 (c) and (d) if the owner proves by preponderance of the evidence that:
    - (1) The property where the animal defecated was owned, leased, or controlled by the owner of the animal at the time it defecated;
    - (2) The animal was an assistance animal, and at the time it defecated, the animal was in the presence of its disabled person or was present on the property of its disabled person;
    - (3) The owner of the property or person in control of the property had given prior consent for the animal to defecate on the property;
    - (4) The animal is a police service animal being used in official law enforcement activities; or
    - (5) The animal is under the direction and control of a non-profit search and rescue organization participating in an authorized search and rescue activity.
  - (f) It is an affirmative defense to prosecution under subsection 4-51(a)(2, 4 and 5) if the owner proves by a preponderance of the evidence that the animal was at large due to forces of nature, fire, or the criminal act of a third party who was not residing at the animal owner's residence.

- (g) After the third offense resulting in conviction, as defined in this chapter, of any person with care, custody, or control of an animal, for violating subsection 4-51(a) in any twelve (12) consecutive month period, a City Enforcement Agent may petition the City of Plano Municipal Court for a hearing to determine if such animal is a continuing public nuisance. After the hearing, a Plano Municipal Court judge may order the:
  - (1) Disposition of the animal as provided in Article IV of this chapter, except that the animal may not be returned to the location where the animal resided at the time of the nuisance action;
  - (2) Exclusion from the City limits of Plano of the animal; or
  - (3) Return of the animal to the owner.
- (h) After an order in subsection (g) is issued by the municipal court, the owner shall comply with the order or within the time specified in the court order, or if no time for compliance is specified in the order, within forty-eight (48) hours after the order is signed by the judge.
- (i) If a judge orders that the animal is to be removed from the City limits of Plano, the owner shall provide the address of the location of the animal to the Animal Services Director in writing within seventy-two (72) hours of the signing of the order.

## **ARTICLE IV. IMPOUNDMENT, REDEMPTION AND DISPOSITION OF ANIMALS**

### **Section 4-61. Impoundment.**

- (a) Impoundment:
  - (1) Rabies: The City Enforcement Agent shall impound and quarantine any animal that he has probable cause to believe was exposed to or infected with rabies. Any animal that exhibits symptoms of the rabies disease during quarantine shall be euthanized;
  - (2) Owner's absence: The City Enforcement Agent shall impound an animal at the request of a peace officer or owner of the property where the animal is located when the owner of the animal has been arrested, hospitalized, is missing, has died, or when the owner is being lawfully evicted from his premises and there is no person present seventeen (17) years of age or older who will assume responsibility for the animal;



- (3) Animal at large: The City Enforcement Agent may impound an animal found to be at large;
  - (4) Dangerous animal: The City Enforcement Agent shall follow the procedures for impoundment of dangerous animals set forth in Article IX of this chapter;
  - (5) Unauthorized possession: The City Enforcement Agent may impound an animal if the City Enforcement Agent has probable cause to believe the animal is being possessed in violation of local, state, or federal law;
  - (6) Inhumane treatment: The City Enforcement Agent may impound an animal if the City Enforcement Agent has probable cause to believe the animal has been inhumanely treated as defined by this chapter;  
or
  - (7) LRCI: The City Enforcement Agent may impound and quarantine an animal the Agent has probable cause to believe has been involved in a LRCI.
- (b) The animal shelter shall be considered the designated caretaker of an impounded animal immediately upon intake at the shelter. After the expiration of any required holding period, the city shall become the full owner of the animal in question and may dispose of it in accordance with this chapter.

#### **Section 4-62. Redemption of impounded animals.**

In order for a person to redeem an impounded animal he must meet the following requirements:

- (a) Conditions for redemption of animals:
  - (1) Rabies vaccination of the animal is required.
    - a. For the purposes of this subsection, sufficient proof of an animal's current rabies vaccination shall be either a rabies vaccination certificate issued by a licensed veterinarian or verbal or written confirmation of a current rabies vaccination by the licensed veterinarian who administered the vaccination.
    - b. If the owner cannot prove that the animal has a current rabies vaccination, the owner shall pay a fee to have a rabies vaccination given prior to the release of the animal.

- c. If a vaccination cannot be given at the time of the redemption the owner shall have seven (7) business days to provide written proof of obtaining a current rabies vaccination to the City Enforcement Agent.
- d. If, in the opinion of a licensed veterinarian, the rabies vaccination should not be given within the seven (7) business day period, the owner must provide a signed statement from the veterinarian stating why the vaccine should be temporarily delayed and when the vaccine may be given. The owner shall provide written proof of the administering of the vaccination to a City Enforcement Agent within forty-eight (48) hours.

(2) A Microchip Implant in the animal is required.

If the animal is not already identifiable by microchip, the owner shall pay a fee to have a microchip implanted into the animal prior to release.

(3) Sterilization of the animal is required.

- a. The owner shall submit proof of having the animal sterilized within thirty (30) days of its release. The proof shall be a completed sterilization certification form provided by the Animal Services Facility that is signed by the sterilizing veterinarian.
- b. Section 4-62(a)(3)a. shall not apply if the owner provides proof that the animal has a current City registration and rabies vaccination, the animal is identified by microchip or visible identification, and one or more of the following conditions is met at the time of impoundment:
  - 1. Either the animal is registered with a national registry; or the animal is a sporting dog, livestock dog, or working dog, and the owner was a member of a national breed club, local breed club, or sporting or hunting club; or
  - 2. The animal was a professionally trained assistance or police service animal; or
  - 3. The animal was at large due to forces of nature, fire, or the criminal act of a third party who was not residing at the animal owner's residence.

- c. Nothing in this subsection shall be construed as permitting sterilized dogs and cats to run at large.
- d. Upon the animal's first impound in any twelve (12) month period, and the owner chooses to have his animal sterilized prior to redemption, his impound fee shall be waived. The owner shall pay a sterilization fee and any other applicable fees prior to the animal being returned.
- e. Any animal that is impounded a second time in any consecutive twelve (12) month period shall be sterilized prior to redemption by the owner. This subsection shall not apply if the animal was at large due to forces of nature, fire, or the criminal act of a third party who was not residing at the animal owner's residence.

(4) City registration required

- a. If the owner cannot prove that the animal has a current city registration, the owner shall pay a fee to have the animal registered as required by Article VII of this Chapter.
- b. If the owner cannot prove that the animal has a current rabies vaccination, and a vaccination cannot be given at the time of redemption, the owner shall pay a fee to have the animal registered as required by Article VII of this chapter and given seven (7) business days to provide written proof of a current rabies vaccination to the City Enforcement Agent. The registration shall not be considered valid until the proof of rabies vaccination is provided by the owner.

(5) Payment of fees

The owner must pay all applicable fees before the animal is released.

(6) Wild animals

Impounded wild animals kept in violation of this chapter may not be redeemed and may be placed with a Wildlife Rehabilitator or Wildlife Educational Center or euthanized at the Animal Services Director's discretion.

- (7) A person commits an offense if he fails to provide the proof of rabies vaccination required in section 4-62(a) (1) (c. or d.).

- (8) A person commits an offense if he fails to provide the proof of sterilization required in section 4-62(a) (3) (a.).
- (9) A person commits an offense if he fails to provide the proof of city registration required in section 4-62(a) (4) (b.).
- (b) This section shall not apply if the animal was impounded:
  - (1) For being inhumanely treated as defined in this chapter and a hearing is pending or shall be pending to determine the disposition of the animal;
  - (2) As a dangerous animal as defined in this chapter and a hearing is pending or shall be pending to determine the disposition of the animal;
  - (3) For investigation of rabies and the quarantine period has not expired;

**Section 4-63. Disposition of animals.**

- (a) Time limits
  - (1) Impounded animals with no means of traceable identification shall be kept for not less than three (3) business days, unless earlier reclaimed by the owner or the owner's agent or euthanized as allowed by this chapter.
  - (2) Animals with any type of traceable identification shall be kept for not less than ten (10) business days, or not less than three (3) business days from the time the owner is notified, whichever is the shorter time period, unless earlier reclaimed by the owner or the owner's agent or euthanized as allowed by this chapter.
  - (3) An animal impounded at the request of a peace officer or property owner as required by section 4-61(a)(2) of this chapter shall be kept for not less than ten (10) business days unless earlier reclaimed by the owner or the owner's agent or euthanized as allowed by this chapter.
  - (4) An impoundment period is not required for an animal voluntarily released to the Department by its owner.
  - (5) An impoundment period is not required for any wild animal.

- (b) Injured or diseased animals
  - (1) Any impounded animal, registered or unregistered, which appears to be suffering from serious bodily injury or disease and which is in great pain or suffering and probably will not recover or which appears to have an infectious disease which is a danger to humans or to other animals may be euthanized.
  - (2) Any animal that is not displaying any type of identification and which due to its violent or feral nature poses a substantial risk of bodily injury to the safety of Department staff may be euthanized.
- (c) After the expiration of any required impoundment period or immediately after being voluntarily released by its owner, the animal shall become the property of the City of Plano, all ownership rights for the animal shall transfer to the City of Plano, and the Department may dispose of the animal by any of the following methods, taking into consideration factors that may include, but not be limited to, the animal's behavior, aggressive tendencies, feral characteristics, health, and housing space availability, within the sole discretion of the Animal Services Director:
  - (1) Adoption
    - a. The Department shall be authorized to place for adoption dogs or cats impounded by City under the following conditions:
      - 1. The Department shall evaluate all animals to determine if it is an adoption candidate, based on its health, temperament, and appropriateness for vaccination. However, authorization to place a dog or cat for adoption shall not constitute a warranty of the health, temperament, or age of the animal.
      - 2. There will be an adoption fee for all dogs and cats at an amount set by the Plano City Council. The fee will include the cost of sterilization, vaccination, implantation of a microchip, and licensing.
      - 3. All animals adopted from the Animal Services Facility shall be implanted with a microchip, vaccinated against rabies according to state guidelines, and sterilized.
      - 4. If, in the opinion of a licensed veterinarian, there is a legitimate health risk justifying the delay of

sterilization, the person adopting the animal must provide a signed statement from the veterinarian stating why the sterilization should be delayed and when the procedure may be performed. A legitimate health risk cannot be based solely on the age of the animal if the animal is at least eight (8) weeks old. The owner shall provide written proof to the Department of the completed sterilization within forty-eight (48) hours of the procedure.

- b. If an adopted animal dies on or before the sterilization completion date, the adopting person must provide written documentation to the Department that the animal has died.
- c. If an adopted animal is lost or stolen before the sterilization date, the adopting person must provide written documentation to the Department stating that the animal is lost or stolen and a copy of the police report, if any, of the theft. In order to be sufficient, the letter shall be delivered to the Department not later than the seventh (7<sup>th</sup>) business day after the date of the animal's disappearance and shall describe the circumstances surrounding the disappearance and the date of disappearance.

(2) Transfer to releasing agency or foster care

- a. The Department may transfer ownership of the animal to a releasing agency that has a signed Transfer Agreement for Dogs and Cats on file with the Department provided that the group sterilizes and microchips the animal prior to placing it into an adoptive home.
- b. The Department may temporarily place the animal in a foster home that has a signed Foster Agreement for Dogs and Cats on file with the Department;

(3) Euthanasia

The Department may euthanize the animal due to the animal's health or temperament, space limitations, or as otherwise deemed necessary by the Animal Services Director.

- (d) All decisions related to the disposition of an animal pursuant to Sec. 4-63(c) shall be made at the sole discretion of the Animal Services Director or his designee unless otherwise mandated by law or a court order.

- (e) A person commits an offense if he fails to provide the proof required in section 4-63(c) (1) (a.)(3.).

## **ARTICLE V. MULTIPLE ANIMALS**

### **Section 4-81. Permit required for multiple pets.**

- (a) Except as provided by this section, no single-family, residentially zoned property within the City shall harbor more than ten (10) adult animals, no more than four (4) of which may be intact dogs and cats. No duplex or multi-family residentially zoned property shall harbor more than five (5) adult animals, no more than one (1) of which may be an intact dog or cat. No residence within the City shall harbor more than one (1) litter, clutch, or other group of offspring, whether whole or in part, at any time.
- (b) Any person desiring to keep more animals than allowed by subsection (a) may apply with the Department for a multiple pet permit. The applicant shall pay an application fee at the time of filing.
- (c) The Department shall issue the permit if the following conditions are met:
  - (1) Inspection required.  
Applicants shall submit to an in-home inspection by the City Enforcement Agent prior to the issuance of a multiple pet permit. A permit shall not be issued if the inspection determines:
    - a. That the requested number of animals cannot be maintained without creating noise or odor nuisances;
    - b. That the requested number of animals cannot be maintained in a healthy and sanitary environment;
    - c. The number of intact dogs and cats exceeds Section 4-81 (a);
    - d. That any animal at the location is not in compliance with all provisions of this chapter.
  - (2) No inspection required.  
Applicants who provide proof of having a current multiple pet permit, and who have not obtained additional animals since their last inspection, and have had no enforcement actions for violating this chapter during the preceding twelve (12) months, may be issued a permit by mail without inspection. The Department may require an inspection during reasonable hours at their discretion regardless of the applicant's history.

- (d) All multiple pet permits issued under this section shall be valid for one (1) year from the date of issuance, and shall be valid only as to the applicant and location for which it was originally issued.
- (e) A person commits an offense if the person is a holder of a multiple pet permit and he refuses, upon request by a City Enforcement Agent during reasonable hours, to make his animals, premises, facilities, equipment, and any necessary registrations or permits, available for inspection.
- (f) A person commits an offense if the person is a holder of a multiple pet permit and he refuses to show his permit upon request by a City Enforcement Agent.
- (g) A person commits an offense if he harbors a greater number of animals than allowed in section 4-81(a) without obtaining a multiple pet permit.
- (h) A person commits an offense if he is the holder of a multiple pet permit and harbors more animals than authorized in his permit.

**Section 4-82. Revocation, denial and appeal.**

- (a) A City Enforcement Agent may revoke a multiple pet permit issued under section 4-81 or refuse to issue a permit if the permittee or applicant fails to meet the standards required in section 4-81, refuses to permit inspections of the premises, or violates any provision of this chapter.
- (b) A denial or revocation of a permit may be appealed to the Animal Services Director. The appeal must be made in writing within ten (10) days of receiving written notice of the permit denial or revocation from the Department. If no appeal request is received within the ten-day period, the denial or revocation of the permit becomes final. Upon receiving an appeal, the Animal Services Director or his designee shall hold a hearing at a time and place of his designation within ten (10) days of the appeal being received by the Department.
- (c) The decision of the Animal Services Director on the appeal of the denial or revocation of a multiple pet permit shall be final.
- (d) The permittee or applicant may reapply for a new permit under section 4-81 at any time.



## **ARTICLE VI. RABIES AND ZONOSIS CONTROL**

### **Section 4-91. State regulations adopted.**

The City of Plano hereby adopts by reference the Texas State Rabies Control Act, as amended, and the standards established by the appropriate state agency or rule-making board as minimum standards for rabies control and quarantine provisions within the City of Plano.

### **Section 4-92. Rabies tag and vaccination certificate.**

- (a) All animals that are required by the Texas State Rabies Control Act to have a rabies vaccination must have their current rabies tag affixed to a properly fitted collar or harness at all times. The owner shall retain the rabies vaccination certificate and make it available for inspection upon request by a City Enforcement Agent.
- (b) Rabies vaccination certificates will be valid for a period of time as determined by the issuing veterinarian in accordance with the Texas State Rabies Control Act.
- (c) A person commits an offense if he is the owner of an animal and fails to have the animal vaccinated as required by the Texas State Rabies Control Act.
- (d) A person commits an offense if he presents a rabies vaccination certificate to a City Enforcement Agent for any animal other than the animal for which the certificate was issued.
- (e) A person commits an offense if he attaches a rabies tag to any animal's collar or harness other than the animal for which the tag was issued.
- (f) A person commits an offense if he fails to display the rabies tag as required by this section.
- (g) A person commits an offense if he fails to provide proof of rabies vaccination upon request from a City Enforcement Agent.

### **Section 4-93. Notification of local rabies control incidents or zoonotic disease.**

- (a) Any licensed veterinarian or technician working for a veterinarian who diagnoses, examines, or treats any animal diagnosed to have, or suspected to have, rabies, a non-natural infection of anthrax, avian influenza, brucellosis, campylobacteriosis, Escherichia coli 0157:H7, hantavirus, Lyme Disease, monkey pox, plague, Q-fever, rabies, Rocky Mountain Spotted Fever, Salmonellosis, Tularemia, West Nile virus, or any other

zoonotic encephalitis, or other zoonotic diseases transmissible to humans, shall immediately report their findings to the Department.

- (b) Any physician or other medical or veterinary practitioner having knowledge of a local rabies control incident shall notify the Department of the names, addresses and phone numbers of persons or animals treated.
- (c) Any person owning or possessing an animal which has been involved in a local rabies control incident, or any other person having knowledge of the local rabies control incident, shall notify the Department.
- (d) A person commits an offense if he has knowledge of a local rabies control incident and fails to notify the Department within forty-eight (48) hours.
- (e) A person commits an offense if he has knowledge of any potential disease as listed in this section and fails to notify the Department within twenty-four (24) hours.

#### **Section 4-94. Quarantine.**

- (a) Any animal that a City Enforcement Agent has probable cause to believe was exposed to or is infected with rabies, or that the Agent has probable cause to believe has been involved in a local rabies control incident, shall be placed under quarantine. Animals shall be quarantined according to state law and rules. The seizure of animals for quarantine shall be pursuant to section 4-2 of this chapter.
- (b) Upon request by the owner, a home quarantine may be allowed if the Animal Services Director determines all state requirements for a home quarantine are met and the owner complies with all of the following requirements:
  - (1) Isolates the animal from all people and pets other than those that lived with the biting animal at the quarantining residence prior to the local rabies control incident;
  - (2) Agrees to allow a City Enforcement Agent to inspect the animal and residence at any reasonable time during the quarantine period;
  - (3) Agrees to contact the Department immediately if the animal escapes from the residence, dies, attacks any other person or animal, exhibits any change in behavior, or exhibits any sign of illness;
  - (4) Confines the animal inside a residence or dwelling at all times other than times for evacuation of waste material. During evacuation, the animal shall be kept on a tether not more than six (6) feet in length

and must remain under the direct physical control of an adult at all times;

- (5) Agrees to keep the animal at the approved residence or dwelling throughout the quarantine period unless prior written approval to move the animal is obtained from the Animal Services Director;
  - (6) Agrees to keep the animal under quarantine until the animal is cleared by the Animal Services Director;
  - (7) Registers and implants a microchip in the animal in compliance with this chapter; and
  - (8) Agrees to immediately turn the animal over to a state-approved rabies quarantine facility for the duration of the quarantine period as ordered by the Animal Services Director if any section of this chapter is violated.
- (c) A person commits an offense if the person fails or refuses to immediately comply with the Animal Services Director's order to quarantine at the owner's residence or present for quarantine or testing at a state approved rabies quarantine facility, any animal that the Animal Services Director has probable cause to believe has been involved in a local rabies control incident.
- (d) Should a potential outbreak of rabies within the City be suspected and the danger to the public safety from rabid animals be reasonably imminent, the Health Director is hereby authorized to issue a quarantine proclamation, ordering persons owning, keeping, or harboring dogs, cats or other warm-blooded animals to muzzle the same or confine them for the time as may be specified in the quarantine proclamation. Upon the publication of the proclamation by local newspapers, persons owning or harboring animals addressed by the proclamation shall confine them to premises unless they are effectively muzzled and under the control of an adult person by a tether not more than six (6) feet in length. After publication of the proclamation, an animal found to be in violation of the order or at large may be impounded or destroyed by a City Enforcement Agent if such agent is unable, with reasonable effort, to apprehend the animal for impoundment.
- (e) A person commits an offense if the person fails or refuses to immediately comply with the Health Director's order to quarantine an animal in response to a potential outbreak of rabies.

## **ARTICLE VII. ANIMAL IDENTIFICATION AND REGISTRATION**

### **Section 4-111. City Registration Required.**

- (a) All animals that are required by the Texas State Rabies Control Act to have a rabies vaccination must also be registered with the City. The City registration tag must be affixed to a properly fitted collar or harness at all times. The owner shall retain proof of the animal's city registration and make it available for inspection upon request by a City Enforcement Agent.
- (b) Subsection 4-111 (a) does not apply to animals temporarily within the City for a period not to exceed fourteen (14) days.
- (c) City registrations shall be on forms and tags furnished by the Animal Services Director and shall be issued subject to the provisions of this chapter.
- (d) The Department shall not issue a registration tag to an animal that is not currently vaccinated against rabies.
- (e) Registration tags shall be renewed annually.
- (f) A person commits an offense if he affixes a City registration tag to any animal's collar or harness other than the animal for which it was issued.
- (g) A person commits an offense if he is the owner of a dog, cat, or ferret over the age of four (4) months within the City of Plano and does not have a current City registration for the animal.
- (h) A person commits an offense if he fails to display the registration tag as required by this section.

## **ARTICLE VIII. ANIMAL BUSINESSES**

### **Section 4-121. Permit required for animal establishments and commercial breeders.**

- (a) Persons wishing to operate an animal establishment or to become a commercial breeder within the City of Plano must apply for an Animal Establishment or Commercial Breeder Permit. A permit shall be issued if the requisite fee is paid and the applicant complies with the following conditions:
  - (1) Cold and hot water and appropriate disinfecting/sanitizing chemicals for washing and disinfecting cages are easily accessible

to all parts of the animal housing areas;

- (2) Fresh, potable water shall be available to all animals at all times. Containers are cleaned and disinfected each day. All water containers shall be removable for cleaning and mounted, placed, or weighted so the animal cannot turn them over;
- (3) The ambient temperature in the animal housing areas is maintained between 60-79°F at all times. The temperature and humidity in individual cages are maintained at levels that are healthful for the species of animals being housed and adequate ventilation is maintained in all animal housing areas;
- (4) All cages and enclosures are constructed of a nonporous material for easy cleaning and disinfecting. Each cage and enclosure is of sufficient size that at minimum the animal will have room to stand, turn, and lie down in a natural position. Each cage and enclosure is thoroughly cleaned and disinfected each day. Each cage and enclosure is locked or otherwise secured to prevent the escape of any animal being kept. Injured or ill animals shall be kept isolated from healthy animals;
- (5) Daily feeding records are maintained to ensure that all animals are fed a proper and nutritious diet specific to the species' needs. The daily feeding records shall be maintained or posted in a readily accessible location. All veterinarians' orders must be in writing and kept on record and available for inspection during the Animal Establishment's or commercial breeder's regular business hours. In general, all animals under six (6) months of age are to be fed at least two (2) times per twenty-four (24) hour period, or as advised by a veterinarian, and all other animals must be fed at least one (1) time per twenty-four (24) hour period, or as advised by a veterinarian. Food for each animal shall be served in a clean dish so constructed or mounted that the animal cannot readily tip it over and be of the type that are removable for cleaning. Disposable feeding dishes are acceptable for one-time use only. Animals that do not require daily feedings are exempt from the daily feeding requirement; however, feeding records shall be maintained and the animal shall be kept in a healthful body condition;
- (6) Each bird must have sufficient room to stand upright without touching the top of their housing area and to spread their wings fully without touching the side of their housing area. Each bird shall have access to a perch that is placed horizontal to other perches in the same cage and is of adequate size for the species being housed. The housing area must be sufficiently ventilated. Large birds shall have

separate cages from smaller birds. There shall be clean water and suitable food available to the birds at all times and all troughs or other receptacles must be easily accessible to the birds and placed so that the birds cannot turn them over or defile their contents. Injured, diseased, or dead birds shall be immediately removed from housing areas holding healthy birds;

- (7) There is sufficient clean, dry bedding to meet needs of each individual animal;
  - (8) All animals are fed and watered, and all cages cleaned and disinfected every day including Sundays and holidays;
  - (9) All dogs, cats, and ferrets four (4) months of age or older have proof of being currently vaccinated against rabies;
  - (10) Written procedures are in place to notify the Department of any local rabies control incident as required by Section 4-93 of this chapter;
- (b) A person commits an offense if he transfers ownership, offers to transfer ownership of any animal, provides boarding or daycare for any animal, places any animal up for auction, or otherwise provides services or engages in activities that require an Animal Establishment or Commercial Breeder Permit without possessing a valid Animal Establishment or Commercial Breeder Permit.
- (1) It is an affirmative defense to subsection 4-121(b) if the transfer was a private sale of the animal as authorized by this chapter.
- (c) A person commits an offense if he is the owner or operator of an Animal Establishment or Commercial Breeding Service and has a permit issued under this section and refuses, upon request by the Department, to make his animals, the portion of the premises that house or are used to service the animals, equipment, and any necessary registrations, veterinary records, feeding logs or permits available for inspection during regular business hours. If there are no set business hours, then the inspection may occur during reasonable hours.
- (d) A person commits an offense if he has a permit issued under this section and fails to comply with any condition required in section 4-121(a). Each animal or condition in violation of this chapter shall constitute a separate offense.

#### **Section 4-122. Permit required for animal exhibition.**

- (a) The presenter or owner of the animal exhibition, or the property owner where the exhibit is to take place, must apply for an animal exhibition permit at least thirty (30) business days before the performance or display and provide exact dates, times, locations, transportation and housing arrangements, and animals involved in each performance or display. Permits shall only be issued to animal exhibitions that are in possession of all state and federal permits required to present such exhibitions. A permit shall be issued and remain valid for an exhibition period of not more than seven (7) days if the animal exhibition pays the required fee and complies with the following requirements:
- (1) All cages or other animal housing areas are kept clean and free of wastes;
  - (2) Fresh, potable water is available to all animals at all times. Containers for food and water are cleaned and disinfected each day. All water containers shall be removable for cleaning and mounted, placed, or weighted so the animal cannot turn them over;
  - (3) If indoors, the ambient temperature in the animal housing areas is maintained between 60-79°F at all times. The temperature in individual cages is maintained at a level that is healthful for the species of animals being housed and adequate ventilation is maintained in all animal housing areas. If outdoors, the exhibition must immediately be halted if at any time the heat index exceeds 95°F;
  - (4) All cages and enclosures are constructed of a nonporous material for easy cleaning and disinfecting. Each cage and enclosure is of sufficient size that at minimum the animal will have room to stand, turn, and lie down in a natural position. Each cage and enclosure is thoroughly cleaned and disinfected each day. Each cage and enclosure is of sufficient strength to contain the animal being housed within it. Each cage and enclosure is locked or otherwise secured to prevent the escape of any animal being kept;
  - (5) Daily feeding records are maintained to ensure that all animals are fed a proper and nutritious diet specific to the species' needs. The daily feeding records shall be maintained or posted in a readily accessible location. All veterinarians' orders must be in writing and kept on record and available for inspection during the animal exhibition's regular business hours. In general, all animals under six (6) months of age are to be fed at least two (2) times per twenty-four (24) hour period, or as advised by a veterinarian, and all other

animals must be fed at least one (1) time per twenty-four (24) hour period, or as advised by a veterinarian. Food for each animal shall be served in a clean dish so constructed or mounted that the animal cannot readily tip it over and be of the type that is removable for cleaning. Disposable feeding dishes are acceptable for one-time use only. Animals that do not require daily feedings are exempt from the daily feeding requirement; however, feeding records shall be maintained and the animal shall be kept in a healthful body condition;

- (6) Animals exhibiting any sign or symptom of illness or disease, such as diarrhea, vomiting, nasal discharge, or malaise, shall immediately be removed from the animal exhibition.
- (7) All animals being exhibited must have a health certificate that was issued by a licensed veterinarian within the twelve (12) months preceding the first day of the animal exhibition.
- (8) Each bird must have sufficient room to stand upright without touching the top of its housing area and to spread its wings fully without touching a side of its housing area. Each bird shall have access to a perch that is placed horizontal to other perches in the same cage and is of adequate size for the species being housed. The housing area must be sufficiently ventilated. The housing area must be cleaned every day and disinfected when birds are sold or otherwise transferred. Large birds shall have separate cages from smaller birds. There shall be clean water and suitable food available to the birds at all times and all troughs or other receptacles must be easily accessible to the birds and placed so that the birds cannot turn them over or defile their contents. Injured, diseased, or dead birds shall be immediately removed from housing areas holding healthy birds;
- (9) There is sufficient clean, dry bedding to meet needs of each individual animal;
- (10) All animals are fed and watered, and all cages are cleaned and disinfected every day during the exhibition, including Sundays and holidays;
- (11) All animals required by the Texas State Rabies Control Act to have a rabies vaccination must have proof of being currently vaccinated against rabies;



- (12) Animals being used to give rides or doing other work are in good physical condition, including their hooves or feet, and given not less than a thirty (30) minute break for each three (3) hours worked;
- (13) All areas used by the exhibitor are thoroughly cleaned and all wastes are properly disposed of at the conclusion of the exhibition. All manure and soiled bedding shall be removed immediately and all animal waste and specific tools for its removal must be stored in designated areas restricted from public access;
- (14) Written procedures are in place to notify the Department of any local rabies control incident as required by Section 4-93 of this chapter;
- (15) The animal exhibition is divided into three distinct areas that are separated by barriers:
  - a. Non-animal areas - where animals, with the exception of service animals, are not permitted;
  - b. Transition areas - located at both entrances and exits to animal areas; and
  - c. Animal areas - where animal contact with human beings is possible.
- (16) The animal exhibition shall be designed so that there is a single entrance transition area leading to the animal area and a separate exit transition area leading out of the animal area. The permit holder shall be responsible for controlling visitor traffic to prevent overcrowding in any of these areas;
- (17) Entrance transition areas must be designed to facilitate education. Signs shall be posted at all entry transition areas notifying visitors that they are entering an animal area and that they are not to eat, drink, smoke, place their hands in their mouths, or use bottles or pacifiers while in the animal area. Signs warning that senior citizens, pregnant women, young children, and persons who are immunocompromised or mentally impaired are at an increased risk of disease, illness, or injury and should take extra precautions to protect themselves shall also be posted in the entrance transition area;
- (18) Strollers, food, and beverages are allowed to be possessed, prepared, served, or consumed only in non-animal areas. The animal exhibition permit applicant must provide storage or holding areas for these items for visitors;

- (19) Exit transition areas must be designed to facilitate hand washing. Signs shall be posted instructing visitors to wash their hands and illustrating proper hand-washing techniques. An appropriate number of hand washing stations shall be present in the exit transitional area. Hand washing stations must be accessible for all visitors, including children and persons with disabilities. Hand washing stations shall comply with all local, state, and federal waste water restrictions and requirements. A staff member must be positioned in the exit transition area at all times to encourage hand washing;
- (20) Animal areas must provide adequate ventilation for both animals and people. Visitors may not be allowed to access animal food or water sources. Toys, pacifiers, baby bottles, strollers, food, beverages, or tobacco products may not be present in the animal area at any time. All manure and soiled bedding shall be removed immediately and all animal waste and specific tools for its removal must be stored in designated areas restricted from public access. Animals exhibiting any sign of illness or disease, such as diarrhea, vomiting, nasal discharge, or malaise, shall immediately be removed from the animal area. No pregnant animal may be exhibited at any time. Every animal that is required by state law to have rabies vaccinations must have the appropriate documentation stating that this requirement has been met. Every animal being exhibited must have a health certificate that was issued by a licensed veterinarian within the twelve (12) months preceding the last date of the animal exhibition.
- (21) Any wild animal, as defined in this chapter, may not be exhibited in any animal exhibition or otherwise possessed within the City of Plano, unless the possession is specifically allowed by and complies with another section of this chapter.
- (b) A person commits an offense if he owns, manages, or represents an animal exhibition that requires a permit and denies or refuses to make available for inspection, upon request by the Department during business hours of the animal exhibition, the animals, that portion of the premises used to house or service the animals, the facilities for the animal exhibition, equipment for the animal exhibition, including any equipment used to transport the animals, or any necessary registrations, records, feeding logs, or permits.
- (c) A person commits an offense if he owns, manages, operates, represents, or hires an animal exhibition without a valid permit. Each animal or condition found in violation of this chapter during an animal exhibition that does not possess a valid permit shall constitute a separate offense.

- (d) A person commits an offense if he owns, operates, manages, represents, or hires an animal exhibition under this section and fails to maintain any condition in 4-122(a). Each animal or condition in violation of this chapter shall constitute a separate offense.

**Section 4-123. Permit required for pet grooming facilities.**

- (a) Persons wishing to operate a Pet Grooming Facility within the City of Plano must apply for a pet grooming facility permit. A permit shall be issued if the requisite fee is paid, and the applicant complies with the following requirements:
  - (1) Cold and hot water and appropriate chemicals for disinfection/sanitizing of cages, grooming tables, and grooming utensils is easily accessible to all parts of the animal housing areas;
  - (2) The temperature in the animal housing areas is maintained between 60-79°F at all times. The temperature in individual cages is maintained at a level that is healthful for the species and breed of animals being housed and adequate ventilation is maintained in all animal housing areas;
  - (3) All cages and enclosures are constructed of a nonporous material for easy cleaning and disinfecting. Each cage and enclosure is of sufficient size that at minimum the animal will have room to stand, turn, and lie down in a natural position. Each cage and enclosure is thoroughly cleaned and disinfected after each use;
  - (4) When necessary, there is sufficient clean, dry bedding to meet needs of each individual animal;
  - (5) All animals held overnight must be fed and watered, and all cages housing animals cleaned every day including Sundays and holidays;
  - (6) Written procedures are in place to notify the Department of any local rabies control incident as required by Section 4-93 of this chapter.
- (b) A person commits an offense if he owns, manages, or represents a Pet Grooming Facility that requires a permit and refuses, upon request by the Department during business hours, to make his animals, that portion of the premises used to house or service the animals, facilities, equipment, and any necessary registrations, veterinary records, feeding logs or permits available for inspection for the purpose of ascertaining compliance with the provisions of this chapter.

- (c) A person commits an offense if he owns, operates, manages, or represents a Pet Grooming Facility and fails to comply with any requirement set forth in section 4-123(a). Each animal or condition in violation of this chapter shall constitute a separate offense.
- (d) A person commits an offense if he owns, manages or operates a Pet Grooming Facility without a valid permit.

#### **Section 4-124 Permit required for zoological educational outreach display**

- (a) The presenter or owner of a zoological educational outreach display must apply for an annual permit from the Department. The presenter or owner of the zoological educational outreach display or the property owner where the display is to take place must provide written notice to the Department at least fourteen (14) days prior to the display. The written notice must include the exact dates, times, locations, transportation and housing arrangements, and animals involved in each performance or display. The display may not last longer than seven (7) days and must comply with the following conditions:
  - (1) All cages or other animal housing areas are kept clean and free of wastes;
  - (2) Fresh, potable water is available to all animals. Containers for food and water are cleaned and disinfected each day. All water containers shall be removable for cleaning and mounted, placed, or weighted so the animal cannot turn them over;
  - (3) If indoors, the ambient temperature in the animal housing areas is maintained between 60-79°F at all times. The temperature in individual cages is maintained at a level that is healthful for the species of animals being housed and adequate ventilation is maintained in all animal housing areas. If outdoors, the display must immediately be halted if at any time the heat index exceeds 95°F;
  - (4) All cages and enclosures are constructed of a nonporous material for easy cleaning and disinfecting. Each cage and enclosure is of sufficient size that at minimum the animal will have room to stand, turn, and lie down in a natural position. Each cage and enclosure is thoroughly cleaned and disinfected each day. Each cage and enclosure is of sufficient strength to contain the animal being housed within it. Each cage and enclosure is locked or otherwise secured to prevent the escape of any animal being kept;
  - (5) Daily feeding records are maintained to ensure that all animals are fed a proper and nutritious diet specific to the species' needs. The

daily feeding records shall be maintained or posted in a readily accessible location. All veterinarians' orders must be in writing and kept on record and available for inspection during the animal display's regular business hours. In general, all animals under six (6) months of age are to be fed at least two (2) times per twenty-four (24) hour period, or as advised by a veterinarian, and all other animals must be fed at least one (1) time per twenty-four (24) hour period, or as advised by a veterinarian. Food for each animal shall be served in a clean dish so constructed or mounted that the animal cannot readily tip it over and be of the type that are removable for cleaning. Disposable feeding dishes are acceptable for one-time use only. Animals that do not require daily feedings are exempt from the daily feeding requirement; however, feeding records shall be maintained and the animal shall be kept in a healthful body condition;

- (6) Animals exhibiting any sign or symptom of illness or disease, such as diarrhea, vomiting, nasal discharge, or malaise, shall immediately be removed from the animal display.
- (7) All animals being displayed must have a health certificate that was issued by a licensed veterinarian within the twelve (12) months preceding the first day of the animal display.
- (8) Each bird must have sufficient room to stand upright without touching the top of their housing area and to spread their wings fully without touching a side of their housing area. Each bird shall have access to a perch that is placed horizontal to other perches in the same cage and is of adequate size for the species being housed. The housing area must be sufficiently ventilated. The housing area must be cleaned every day and disinfected when birds are sold or otherwise transferred. Large birds shall have separate cages from smaller birds. There shall be clean water and suitable food available to the birds at all times and all troughs or other receptacles must be easily accessible to the birds and placed so that the birds cannot turn them over or defile their contents. Injured, diseased, or dead birds shall be immediately removed from housing areas holding healthy birds;
- (9) There is sufficient clean, dry bedding to meet needs of each individual animal;
- (10) All animals are fed and watered, and all cages are cleaned and disinfected every day during the animal display, including Sundays and holidays;

- (11) All animals required by the Texas State Rabies Control Act to have a rabies vaccination must have proof of being currently vaccinated against rabies;
- (12) All areas used by the presenter are thoroughly cleaned and all wastes are properly disposed of at the conclusion of the display. All manure and soiled bedding shall be removed immediately and all animal waste and specific tools for its removal must be stored in designated areas restricted from public access;
- (13) Written procedures are in place to notify the Department of any local rabies control incident as required by Section 4-93 of this chapter;
- (14) The zoological educational outreach display shall be divided into two distinct areas that are separated by a space of no less than six (6) feet to prevent accidental contact between an animal and a spectator. The permit holder and presenter shall be responsible for controlling visitor traffic to prevent overcrowding in either of these areas;
- (15) The permit holder shall post signs and verbally notify visitors that that they are not allowed to touch, approach, or otherwise make direct contact with an animal being displayed unless specifically allowed by the permit holder or his representative;
- (16) All areas must provide adequate ventilation for both animals and people;
- (17) All displayed animals must be controlled with the restraint requirements of this ordinance and any wild or wild class I animals must be under direct physical control of the permit holder or his representative at all times unless the animal is confined by a transport or holding cage designed to prevent its escape. If the direct physical control is by means of a tether, it must be of proper strength to control the animal, attached via an appropriately sized and fitted collar or harness, and of a length of not more than three (3) feet. Birds may give free-flight demonstrations provided that the display is indoors and the birds are under the direct physical control of the permit holder or his representative when not in flight.
- (18) Contact with domestic and properly restrained wild animals may occur provided that the permit holder complies with all of the following:
  - a. Allows human contact with wild animals only if the wild animal is under direct supervision of the permit holder or his

representative to prevent injuries to the audience and the wild animal;

- b. Posts signs at all entry areas notifying visitors that they are entering an animal area and that they are not to eat, drink, smoke, place their hands in their mouths, or use bottles or pacifiers while in the animal area and warning visitors that senior citizens, pregnant women, young children, and persons who are immunocompromised or mentally impaired are at an increased risk of disease, illness, or injury and should take extra precautions to protect themselves;
- c. Prohibits strollers, food, and beverages from being possessed, prepared, served, or consumed in the display area and provides storage or holding areas for these items for visitors; and
- d. Provides hand washing stations and/or hand sanitizer for all audience members that come into direct contact with an animal. These facilities must be accessible for all visitors, including children and persons with disabilities. Hand washing stations shall comply with all local, state, and federal waste water restrictions and requirements.

(19) Any wild animal class I, as defined in this chapter, may not be displayed or otherwise possessed within the City, unless the possession is specifically allowed by and complies with another section of this chapter. For the purposes of this chapter, the Animal Services Director shall make the determination of whether any animal in question is a class I wild animal pursuant to the definitions in section 4-1 of this chapter.

- a. The Animal Services Director may allow a wild animal class I to be displayed provided that permission to do so is requested in writing by the permit holder at least fourteen (14) days prior to the start of the event and:
  - 1. The wild animal class I to be displayed is of a species that is typically less than one hundred fifty (150) pounds when fully grown, regardless of the animal's size at the time of the display;
  - 2. The wild animal class I was born and raised in captivity;

3. The wild animal class I is not a venomous reptile unless the reptile is going to be continually contained within a locked, escape-proof cage or enclosure with solid walls to prevent contact with a person;
  4. The permit holder provides a written plan of containment, restraint, and course of action should the wild animal class I escape;
  5. A physical barrier is in place between the wild animal class I and the audience and no direct contact with the animal is allowed by anyone other than the permit holder or his representative;
  6. The permit holder possesses all of the necessary state and/or federal permits to possess and display all animals in the display;
  7. The Animal Services Director is able to be at the display the entire time the wild animal class I is on-site; and
  8. The permit holder agrees to comply with the Animal Services Director's order to immediately stop the display and/or remove the wild animal class I if there is any reason to believe such action is necessary.
- (20) The permit holder must make available the state and federal permits granting him the authority to possess and display domestic or wild animals, as defined in this Chapter, for educational purposes;
- (21) The permit holder must provide proof of accreditation from the American Zoological Association or Zoological Association of America; and
- (22) The Animal Services Director shall waive the permit fee if the permit holder is recognized by the Internal Revenue Service as a non-profit organization.
- (b) A person commits an offense if he owns, manages, or represents a zoological educational outreach display that requires a permit and denies or refuses to make available for inspection, upon request by the Department during the hour before and entire duration of the zoological educational outreach display, his animals, that portion of the premises used to house or service the animals, the facilities for the animal display, equipment for the



animal display, or any necessary registrations, records, feeding logs or permits.

- (c) A person commits an offense if he owns, manages, operates, represents, or hires a zoological educational outreach display without a valid permit.
- (d) A person commits an offense if he owns, operate, manages, represents, or hires a zoological educational outreach display and fails to maintain any condition in 4-124(a). Each animal or condition in violation of this chapter shall constitute a separate offense.

#### **Section 4-125. Wildlife Educational Centers.**

- (a) A Wildlife Educational Center, as defined herein, shall obtain a Wildlife Educational Center permit from the Animal Services Director and shall comply with any and all applicable local, federal and state regulations. The Animal Services Director shall require the owner or operator of the Center to present proof that the Center has all the required federal and state permits prior to issuing the permit.
- (b) Permitted Wildlife Educational Centers shall obtain written permission from the Animal Services Director to keep any non-indigenous wild animal or any class I wild animal and shall meet all housing requirements set forth by the Animal Services Director for the purposes of safely housing the animal.
- (c) The Animal Services Director shall waive the permit fee if the Center is a non-profit center.
- (d) A person commits an offense if he owns, operates or manages a Wildlife Educational Center which has a permit issued by the City and he refuses, upon request by the Department, to make his animals, the portion of his premises used to house or service the animals, facilities, equipment, and any necessary registrations or permits available for inspection during the establishment's regular business hours or at any other reasonable hour.
- (e) A person commits an offense if he owns, operates or manages a Wildlife Educational Center without a permit or if he owns, operates or manages a Wildlife Education Center and fails to maintain any condition in 4-125. Each animal or condition in violation of this chapter shall constitute a separate offense.

#### **Section 4-126. Wildlife Rehabilitators.**

- (a) All Wildlife Rehabilitators, as defined herein, shall obtain a Wildlife Rehabilitator permit from the Animal Services Director and shall comply

with any and all applicable federal state and local regulations regarding the handling and release of wildlife. The Animal Services Director shall require Wildlife Rehabilitator to present proof that he has any required federal and state permits for wildlife rehabilitation prior to issuing the permit.

- (b) A person commits an offense if he is a permitted Wildlife Rehabilitator and he refuses, upon request by the Department, to make his animals, the portion of his premises that is used to house or service animals, facilities, equipment, and any necessary registrations or permits available for inspection during business hours. If there are no regular business hours, then the inspection may occur during reasonable hours.
- (c) A person commits an offense if he operates as a Wildlife Rehabilitator and fails to register with the Department.
- (d) A person commits an offense if he operates as a Wildlife Rehabilitator and is in possession of:
  - (1) non-native wildlife;
  - (2) venomous reptiles;
  - (3) native wild cats, including but not limited to, ocelots, jaguarundis, margays, bobcats, and cougars;
  - (4) native wild canines including, but not limited to, wolves, coyotes, and foxes;
  - (5) native javelinas, feral hogs, or deer; or
  - (6) Any hybrid of any animal whose possession is prohibited by this chapter;
- (e) The prohibition in 4-126 (d) shall not apply to the possession of deer on property that is properly zoned for livestock.

#### **Section 4-127. Display of Permits Required.**

A person commits an offense if he holds a permit for an Animal Establishment, Commercial Breeder, Animal Exhibition, Pet Grooming Facility, Zoological Educational Outreach Display, or Wildlife Educational Center and fails to prominently display a copy of the current permit in a public area at all times. A person commits an offense if he holds a permit as a wildlife rehabilitator and fails to provide proof of such permit at the request of any City Enforcement Agent.

#### **Section 4-128. Imminent Health Hazard**

- (a) Ceasing operations and reporting.
  - (1) All permit holders shall immediately discontinue operations and notify the Department if an imminent health hazard may exist because of an emergency, such as a fire, flood, extended interruption of electrical or water service, sewage backup, misuse of poisonous or toxic materials, onset of an apparent contagious illness outbreak, or other circumstance that may endanger public health or the health of the animals possessed in that location.
  - (2) A permit holder need not discontinue operations in an area that is unaffected by the imminent health hazard, provided that the unaffected area is able to be completely separated from the affected area and no animals or the public are allowed or kept in the affected area.
  - (3) If the permit holder fails to immediately cease operations, the Animal Services Director may issue a written order to the permit holder to cease operations. Any animals found to be in the affected area shall be immediately impounded by a City Enforcement Agent until such time as the animal(s) can be returned to their rightful owner(s) or until the permit holder gains permission to resume operations in accordance with this chapter.
- (b) If operations are discontinued as specified under 4-128(a), the permit holder shall obtain written approval from the Animal Services Director prior to resuming operations.
- (c) A person commits an offense if they fail to comply with the requirements of 4-128(a).
- (d) A person commits an offense if he resumes operations after they are discontinued without obtaining written approval as required in 4-128(b).

#### **Section 4-129. Emergency suspension of permit and appeal.**

- (a) A City Enforcement Agent may issue a notice of suspension of a permit issued under this chapter without prior warning, notice, or hearing if the permittee fails to meet the standards required in this chapter, refuses to make the premises or animals in his possession available for an inspection, or violates this chapter in any other way, if the notice:
  - (1) States the reason(s) for the suspension;

- (2) States the evidence that the permit holder shall provide in order to demonstrate that the reason(s) for suspension have been eliminated;
  - (3) States that the permit holder may request an appeal hearing by submitting a timely request to Animal Services Director; and
  - (4) Provides the name and the address of the Animal Services Director to whom a request for appeal hearing may be made.
- (b) An appeal of a suspension must be made in writing within fifteen (15) days of the issuance of the notice of suspension of a permit. If no appeal request is received within the ten-day period, the suspension of the permit becomes final.
  - (c) Upon receiving an appeal, the Animal Services Director shall hold a hearing at a time and place of his designation within fifteen (15) days of the notice of appeal being received. Based upon the recorded evidence of the hearing, the Animal Services Director shall make a final ruling.
  - (d) The decision of the Animal Services Director shall be final.
  - (e) The permit holder may apply for a permit reinstatement under this section any time after the reason(s) for the suspension have been eliminated. The permit holder shall obtain written approval from the Animal Services Director prior to resuming operations.
  - (f) A person commits an offense if he resumes operations after his permit is suspended without obtaining written approval as required in 4-129(e).
  - (g) The issuance of a suspension shall be a remedy in addition to, and not in lieu of, any penalty authorized by this chapter, and shall not limit any other rights of the Department to pursue other enforcement actions or remedies to address any violation of the provisions of this chapter.

**Section 4-130. Permit revocation, denial, and appeal.**

- (a) An Animal Services Officer may issue a notice of revocation of any permit or deny an application for a permit under this chapter without prior warning, notice, or hearing if the permittee or applicant fails to meet the standards required in this chapter, refuses to make the premises or animals in his possession available for an inspection, seriously or repeatedly violates this chapter in ways that threaten the health or well-being of the permit holder's

or applicant's customers, employees, neighbors, or animals in their care, or otherwise violates this chapter in any other way, if the notice:

- (1) States the reason(s) for the revocation or denial;
  - (2) States that the permit holder may request an appeal hearing by submitting a timely request to Animal Services Director; and
  - (3) Provides the name and the address of the Animal Services Director to whom a request for appeal hearing may be made.
- (b) An appeal of a revocation or denial must be made in writing within fifteen (15) days of the issuance of the notice of revocation or denial of a permit. If no appeal request is received within the ten-day period, the revocation or denial of the permit becomes final.
- (c) Upon receiving an appeal, the Animal Services Director shall hold a hearing at a time and place of his designation within fifteen (15) days of the notice of appeal being received. Based upon the recorded evidence of the hearing, the Animal Services Director shall make a final ruling.
- (d) The decision of the Animal Services Director shall be final.
- (e) The permittee or applicant may reapply for a new permit under this chapter at any time.
- (f) The issuance of a suspension shall be a remedy in addition to, and not in lieu of, any penalty authorized by this chapter, and shall not limit any other rights of the Department to pursue other enforcement actions or remedies to address any violation of the provisions of this chapter.

#### **Section 4-131. Private Animal Sales.**

- (a) No owner or person shall advertise, display, transfer ownership or offer to transfer ownership of any dog, cat, or ferret over four (4) months of age that is not sterilized, implanted with a microchip, and currently vaccinated against rabies.
- (b) The sterilization requirement in subsection (a) shall not apply if the owner can provide proof that the animal meets one or more of the following conditions:
  - (1) The animal was registered with a national registry or was a sporting dog, livestock dog, working dog, performance dog or

the owner was a member of a national breed club, local breed club, sporting or hunting club, or performance club; or

- (2) The animal was a professionally trained assistance or police service animal;
- (c) A releasing agency, with written permission from the Department, may transfer ownership of animals provided that the following conditions are met:
- (1) All other provisions of this chapter are complied with;
  - (2) All displayed animals are sterilized;
  - (3) All displayed animals over three (3) months of age have been vaccinated against rabies in accordance with this chapter;
  - (4) All displayed animals have been implanted with a microchip; and
  - (5) The agency keeps a record for each animal adopted, including the contact information of each new owner and the microchip information and proof of vaccination and sterilization for each animal adopted.
- (d) A person commits an offense if he advertises, displays, transfers ownership, or offers to transfer ownership of more than twelve (12) animals or more than two (2) litters, clutches, or other groups of offspring (whichever is greater) of any breeding animal during any twelve (12) consecutive month period to another person for the purpose of breeding, show, personal pet, or resale to a third person, without first obtaining a Commercial Breeder permit, unless the owner or person is a governmental agency acting in an official capacity or a releasing agency acting in accordance with all other provisions of this chapter.
- (e) A person commits an offense if he advertises, displays, transfers ownership, or offers to transfer ownership of any live animal on any public property without written permission from the Department.
- (f) A person commits an offense if he advertises, displays, transfers ownership, or offers to transfer ownership of any live animal on any private property that is not owned or leased by the person displaying the animal.

## **ARTICLE IX. DANGEROUS ANIMALS**

### **Section 4-151. Complaints.**

- (a) Upon receipt of a sworn, written complaint by any person over the age of eighteen (18) years charging that a particular domestic animal is a dangerous animal as defined in this chapter, the City Enforcement Agent shall investigate the complaint, and if there is sufficient evidence of dangerousness, a hearing before the Animal Services Director or his designee shall be held to determine whether the animal is dangerous, unless the matter is resolved by agreement of all parties prior to the hearing. To be considered valid, a sworn, written complaint shall contain at least the following information:
  - (1) Name, address and telephone number of complainant(s) and other witnesses;
  - (2) A description of the animal and the address where it resides, and, if known, the name and telephone number of the owner of the animal;
  - (3) A statement describing the facts upon which the complaint is based including: a description of the incident or incidents which cause the complainant to believe the animal is a dangerous animal; the date, time and location of the incident; a description of the injuries sustained and whether medical assistance was sought and the outcome of that treatment;
  - (4) Any other facts that the complainant believes to be important.

### **Section 4-152. Impoundment pending hearing.**

- (a) Prior to the hearing before the Animal Services Director, the animal shall be impounded and boarded at the owner's expense at the Animal Services Facility, or any other state approved quarantine facility, pending the outcome of the hearing. If the animal that is the subject of the hearing was already impounded for being an animal at large, was seized pursuant to this chapter, or was abandoned at the Animal Services Facility, the animal shall remain impounded until the conclusion of the hearing.
- (b) A person commits an offense if he interferes with the lawful seizure or impoundment of an animal by a City Enforcement Agent.
- (c) A person commits an offense if he harbors, hides, transports, or secures the transport for any animal for the purpose of preventing its impoundment.

- (d) A person commits an offense if the person operates or manages a quarantine facility other than the Animal Services Facility, and he fails to properly confine the animal to prevent its escape, releases it to any person, or fails to account for the animal's whereabouts.
  - (1) Section 4-152(d) shall not apply if the person operating or managing the quarantine facility first obtains written permission from the Animal Services Director to release the animal;

**Section 4-153. Hearing.**

- (a) The hearing before the Animal Services Director to determine if an animal is a Dangerous Animal shall be conducted within twenty (20) business days after receipt of the sworn complaint, impoundment, or seizure of the animal, whichever occurs later.
- (b) Notice of the hearing before the Animal Services Director shall be provided by the Animal Services Director or his designee to the owner of the animal and all complainants who provided a sworn complaint by certified mail, return receipt requested or by personal service. At the hearing before the Animal Services Director, any interested party, including the city attorney or his or her designee, shall be given opportunity to present evidence on the issue of whether the animal is dangerous.
- (c) Upon conclusion of a hearing to determine if an animal is a Dangerous Animal, the Animal Services Director may find that the animal is not dangerous and order that it be promptly returned to its owner's custody after all impound and board fees have been paid. The Animal Services Director shall have the authority to refund, reduce, or waive any fees incurred to the owner.
- (d) If the Animal Services Director makes a finding that the animal meets the definition of a Dangerous Animal as described in Section 4-1 of this chapter and that the destruction, removal, or registration of the animal is necessary to preserve the public health, safety, or welfare, then the Animal Services Director shall order one of the following:
  - (1) Euthanasia of the dangerous animal:
    - a. shall be ordered if the Animal Services Director makes a finding that the animal caused the death of a person;
    - b. may be ordered if the Animal Services Director makes a finding that the animal caused serious bodily injury or bodily injury to a person;



- c. may be ordered if the Animal Services Director makes a finding that the animal was outside its enclosure or yard and caused serious bodily injury or death to another animal;
- d. may be ordered if the Animal Services Director makes a finding that the animal was outside its enclosure or yard and caused bodily injury to another animal and has made at least one (1) unprovoked attack against an animal or person on a previous occasion;
- e. may be ordered if the owner of the animal requests euthanasia of the animal.

(2) Removal of the dangerous animal from within the City limits.

- a. Prior to the release of the animal from quarantine the owner shall make the animal available to the Animal Services Facility for scanning of the microchip implanted in the animal and provide to the Animal Services Director, in writing, all of the following:
  - 1. the destination address of where the animal is to reside and the name of the person who will have care, custody, or control of the animal at the destination address;
  - 2. proof that the owner has alerted the agency responsible for animal services in that area; and
  - 3. proof that a microchip has been implanted into the animal.
- b. A person commits an offense if he removes the animal from the City under this section and fails to:
  - 1. Implant a microchip in the animal; or
  - 2. Provide proof of the implanting of the microchip; or
  - 3. Make the animal available for scanning.
- c. A person commits an offense if he removes the animal from a state approved quarantine facility prior to complying with the notice requirements in subsection 4-153(d) (2).

- d. A person commits an offense if he allows an animal that has been determined to be a Dangerous Animal and ordered to be removed from the City limits to return to the City limits.
- (3) Return to the owner as a registered Dangerous Animal after the owner demonstrates compliance with this chapter and the following requirements. The owner shall maintain compliance with all of the following requirements for the remainder of the Dangerous Animal's life while the Dangerous Animal is located or resides in the City:
- a. Obtain and maintain liability insurance coverage or showing financial responsibility in an amount of at least two hundred and fifty thousand dollars (\$250,000) to cover damages resulting from an attack by the Dangerous Animal causing bodily injury, serious bodily injury or death to a person or another animal. A certificate of insurance or other evidence of meeting the above requirements shall be kept on file at the Animal Services Facility;
  - b. Registering the Dangerous Animal with the City of Plano by providing the name and address of the owner; the breed, age, sex, color and any other identifying marks of the animal; the address where the animal is to be kept; and at least two (2) color photographs that clearly identify the Dangerous Animal;
  - c. Provide proof of animal sterilization;
  - d. Construct and maintain a secure enclosure for the animal;
  - e. Post and maintain signs giving notice of a Dangerous Animal in the area or on the premises in which the animal is confined. The signs shall be conspicuously posted at both the front and rear property entrances and shall bear letters not less than two (2) inches high, stating "DANGEROUS ANIMAL ON PREMISES";
  - f. Provide and maintain on the animal a fluorescent yellow collar visible at fifty (50) feet in normal daylight with an attached tag provided by the Department to the collar that is worn at all times so that the animal can be easily identified;
  - g. Implant and maintain a microchip into the animal and register it for life with the Department and a recognized national registry;



from biting other animals or human beings without causing injury to the animal or interfering with its vision or respiration.

- (l) A person commits an offense if he is the owner of a permitted Dangerous Animal and refuses, upon request by the Department, to make his animal, premises, facilities, equipment, and any necessary permits available for inspection at any reasonable time.
- (m) A person commits an offense if he is the owner of a Dangerous Animal and he fails to maintain the requirements in 4-153(d) (3) for the remainder of the animal's life.
- (n) No domestic animal may be found to be a Dangerous Animal if the Animal Services Director finds sufficient evidence that
  - (1) The threat, injury, or damage was sustained by a person who at the time was committing or attempting to commit a willful trespass or other tort upon the premises occupied by the owner of the animal;
  - (2) The person was teasing, tormenting, abusing, or assaulting the animal or has in the past been observed to have teased, tormented, abused, or assaulted the animal;
  - (3) The person attacked was committing or attempting to commit a crime;
  - (4) The animal attacked was at large at the time of the incident, unless the attacking animal was also at large at the time of the incident and:
    - a. The attacking animal has committed an unprovoked attack on another person or animal on at least one (1) previous occasion; or
    - b. The animal attacked died as a result of the injuries it sustained during the attack.
  - (5) The animal attacked or killed at the time of the incident was teasing, tormenting, abusing, or attacking the alleged Dangerous Animal or if the animal attacked was not a domestic animal;
  - (6) The animal was protecting or defending a person within the immediate vicinity of the animal from an unjustified attack or assault;

- (7) The animal was injured and responding to pain;
- (8) The complaint filed against it is based solely on the animal's breed, size, or physical appearance; or
- (9) The attack, bite, or mauling occurred while the dog was being used by a peace officer for law enforcement purposes.

**Section 4-154. Dangerous Animal: escape, death or subsequent attack.**

- (a) In the event that a registered Dangerous Animal escapes its enclosure or attacks a human being or another animal, the owner of the Dangerous Animal shall notify the Department. Additionally, the owner shall provide written documentation of the incident to the Animal Services Director within one (1) business day of becoming aware of the escape or attack. The written documentation may be delivered by hand, U.S. mail or email.
  - (1) A person commits an offense if he fails to provide notice as required in Section 4-154(a).
  - (2) A person commits an offense if he fails to provide written documentation as required in Section 4-154(a).
- (b) In the event that a registered Dangerous Animal dies, the owner must present the body of the animal to the Department or a licensed veterinarian for verification by microchip identification before disposal of its body. If the owner presents the animal to a licensed veterinarian, the owner shall provide written verification of the microchip reading to the Department within three (3) business days of the scanning.
  - (1) A person commits an offense if he fails to have the identity of the dead animal verified by microchip scanning as required in Section 4-154(b).
  - (2) A person commits an offense if he fails to provide verification of the scanning as required in Section 4-154(b).

**Section 4-155. Transferring ownership of registered Dangerous Animal.**

- (a) Prior to relocating, transferring ownership, offering to transfer ownership, or otherwise moving or offering to move in any way a registered Dangerous Animal, either inside or outside the City limits, the owner shall notify the Animal Services Director in writing of his intention. If ownership is to be transferred, the notification shall include the name and address of the proposed new owner of the animal.

- (b) If ownership of the animal is being transferred to a person who resides within the City limits of Plano, the new owner will be required to provide proof to the Animal Services Director of complying with all provisions of this chapter before the animal can be moved from the previous owner's custody.
- (c) If the animal is being moved outside the City limits, the owner must provide, in writing to the Animal Services Director, proof that the new owner has alerted the agency responsible for animal services in that area.
- (d) A person commits an offense if he fails to comply with the requirements of Section 4-155.

**Section 4-156. Violations of conditions by owner of a registered Dangerous Animal.**

- (a) In the event that any owner of a registered Dangerous Animal violates any provision of this chapter, court order, or lawful order of the Animal Services Director, the animal may be immediately seized and impounded by a City Enforcement Agent.
- (b) The registered Dangerous Animal shall be seized immediately if the animal bites, injures, or attacks a human being or another animal.
- (c) A Dangerous Animal hearing shall be held in accordance with Section 4-153.
- (d) If the seizure or impoundment of a Dangerous Animal for violating any provision of this chapter cannot be made with safety, and the Dangerous Animal is putting people or other animals at risk of being attacked, the animal may be destroyed without prior notice to the owner.
- (e) It is an exception to the seizure of the animal under this section if the person attacked or injured was at the time committing a willful trespass, crime, or other tort upon the premises occupied by the owner of the animal.
- (f) It is an exception to the seizure of the animal under this section if the animal which was injured was inside the fence line or secure enclosure area maintained by the owner of the registered Dangerous Animal.

**Section 4-157. Appeal.**

- (a) Orders of the Animal Services Director pertaining to a Dangerous Animal may be appealed to the Plano Municipal Court. Appeals to the court shall be made by the owner filing a written notice of appeal with the court not

later than the fifteenth (15<sup>th</sup>) day after the date the Animal Services Director's Determination or Order was entered. During the pendency of the appeal, the order of the Animal Services Director shall be suspended, and the animal shall remain impounded at the owner's expense at the Animal Services Facility or other state approved quarantine facility for observation. The decision of the municipal court may be appealed to a court of competent jurisdiction.

- (b) The appeal before the municipal court shall be a trial de novo. The standard procedures for trial settings in the municipal court shall be used for these appeals.
- (c) The owner filing the appeal shall file an appeal bond in the amount of \$300.00 with the municipal court. The bond shall be used to cover the cost of daily care of the animal. Should the judge or jury determine the animal is not dangerous the appeal bond may be returned if the amount has not been assessed as costs of daily care.
- (d) The owner shall be responsible for any costs beyond feeding, including but not limited to: veterinary care, immunizations, medications, and care for other animals or employees injured by the animal.
- (e) The judge or jury may render a verdict in the appeal which conforms to the findings in section 4-153 of this ordinance.
- (f) The defenses to conduct found in section 4-153(h) shall be affirmative defenses in the trial de novo.
- (g) The owner shall pay all assessed costs before the animal is released to the owner.
- (h) The owner may appeal the decision of the municipal court in the manner described by Section 822.0424 of the Texas Health and Safety Code, as amended.

**Section 4-158. Animals deemed dangerous by other jurisdictions.**

- (a) The owner of an animal that has been determined to be dangerous by another jurisdiction, under guidelines similar to those in this chapter, is prohibited from bringing the animal into the City. Any animal that is brought into the City in violation of this section shall immediately be turned over to a City Enforcement Agent. On the sixteenth (16<sup>th</sup>) day, the impounded animal may be considered abandoned and disposed of as authorized in this chapter. The owner may elect to immediately remove the animal from the City and shall comply with the notice requirements of this chapter.

- (1) A person commits an offense if he is the owner of an animal that has been determined to be dangerous by another jurisdiction and brings such animal into the City limits.

**Section 4-159. Listing of registered Dangerous Animals.**

The Animal Services Director shall publish a list available to any citizen that states the identifying information of all animals deemed dangerous. The Dangerous Animal's address, description, and pictures shall be included as well as any other information deemed pertinent. The list shall be available at the Animal Services Facility and on the City's webpage.

**ARTICLE X. WILD ANIMALS, BEES, AND LIVESTOCK**

**Section 4-181. Keeping wild animals.**

- (a) A person commits an offense if he possesses any wild animal within the City of Plano, with the following exceptions:
  - (1) A governmental agency or entity performing a governmental function;
  - (2) A zoological park;
  - (3) A permitted Wildlife Educational Center that is also in possession of all necessary state and federal permits to possess the animal and is in compliance with all restrictions of the state and/or federal permits;
  - (4) A registered Wildlife Rehabilitator in possession of an allowed indigenous wild animal who holds all necessary state and federal permits to possess the animal and is in compliance with all restrictions of this ordinance and their state and/or federal permits;  
or
  - (5) A permitted Zoological Educational Outreach Display that is also in possession of all necessary state and federal permits to possess the animal and is in compliance with all restrictions of this ordinance and their state and/or federal permits.
- (b) For the purposes of this chapter, the Animal Services Director shall make the determination of whether any animal in question is a domestic animal or a wild animal and whether any wild animal is indigenous or allowed pursuant to the definitions in section 4-1 of this chapter.



- (c) A person commits an offense if he is aware of a wild animal being possessed in the City of Plano and fails to notify the Department.

**Section 4-182. Sale of wild animals.**

- (a) A person commits an offense if he transfers ownership or offers to transfer ownership of any wild animal, unless allowed by another provision of this chapter.
- (b) This section shall not be interpreted to restrict a person from giving ill, injured, or orphaned wildlife to a registered Wildlife Rehabilitator or to a permitted Wildlife Educational Center. This section shall not be interpreted to restrict a permitted Wildlife Educational Center from transferring wild animals to another educational center, zoological park, or other facility capable of legally caring for the animal.

**Section 4-183. Bee-keeping.**

- (a) A person commits an offense if he keeps or allows bees, their hives, or any abandoned hives within the City limits. Honey bees may be kept if all of the following conditions are met:
  - (1) All hives shall be surrounded by barriers placed at least ten (10) feet from the hive and not less than eight (8) feet in height that change the flight path of the bees as they leave the hives;
  - (2) There shall be no more than three (3) hives per City lot;
  - (3) There is an adequate source of water within twenty (20) feet of all hives;
  - (4) There may be maintained one nucleus for each two (2) colonies. The nucleus shall not exceed one ten-frame hive body. Each nucleus shall be disposed of within sixty (60) days after it is acquired;
  - (5) Each hive must be re-queened at least once every twenty-four (24) months; and
  - (6) The owner notifies the City Enforcement Agent, in writing, of the location and number of hives in his possession. Additionally, the owner shall keep purchase receipts and written records of the exact dates he re-queens each hive for at least two (2) years.
- (b) A person commits an offense if he owns, harbors, or possesses bees and refuses, upon request by the Department, to make his bees, premises, facilities, or equipment available for inspection during reasonable hours.

**Section 4-184. Keeping livestock; nuisance conditions.**

- (a) A person commits an offense if he keeps livestock within the corporate limits of the City, except in conformance with the zoning ordinances of the City.
- (b) A person commits an offense if he keeps livestock in pens or enclosed areas in such a manner as to create odors or noise which are offensive to other persons living nearby.
- (c) A person commits an offense if he fails to dispose of manure and other excrement in such a manner as to prevent the odor from becoming offensive or causing unhealthy conditions to persons.
- (d) A person commits an offense if he engages in or practices any falconry activities on any public land without obtaining prior written permission from the Animal Services Director. Permission may only be granted for the purposes of controlling and removing avian species deemed a nuisance.
- (e) Any hog or swine being legally kept within the City limits prior to February 1, 2009, shall be allowed to remain within the City so long as the owner complies with all other requirements of this chapter.
- (f) Veterinary hospitals, Wildlife Educational Centers, school agricultural barns, and fair grounds, when hogs or swine are kept therein for exhibition or veterinary treatment purposes, are exempt from this section provided that all pens, barns, stables, or other housing facilities meet the requirements of the City building code and zoning ordinance, and are maintained in such a way as to prevent them from creating a nuisance for any surrounding businesses or residences.

**Section 4-185. Estray.**

- (a) A person commits an offense if he is the owner of livestock and allows an estray to be unattended upon any public street, alley, thoroughfare or upon the property of another in the corporate City limits of Plano.

**ARTICLE XI. MISCELLANEOUS OFFENSES**

**Section 4-201. Retention of animals at large.**

- (a) A person commits an offense if the person confines an at-large animal, other than one already owned by the person, on his property without notifying the Department of the confinement within twenty-four (24) hours.

**Section 4-202. Interference; Filing of False Claims or Reports.**

- (a) A person commits an offense if he prevents, interferes with, obstructs, or gives false information to any City Enforcement Agent who is in the lawful discharge of his duties under this chapter, state, local or federal laws.
- (b) A person commits an offense if he fails to comply with any lawful order of a City Enforcement Agent issued by the Agent during the enforcement of this chapter, state, local or federal laws.
- (c) A person commits an offense if he makes a claim of ownership for an animal that he knows is false.
- (d) A person commits an offense if he makes a report of a violation of City ordinance or state, local or federal law that he knows is false.

**Section 4-203. Inducement prohibited.**

- (a) A person commits an offense if the person transfers ownership, or offers to transfer ownership, of any live animal which is physically present at an event or business as a prize or as an inducement:
  - (1) to enter any contest, game, raffle, auction, or other competition; or
  - (2) to enter into a business agreement.
- (b) This section shall not be interpreted to restrict any livestock from being offered for sale at a public auction house or livestock show or barn, provided that the sale does not otherwise violate any other section of this chapter or any other state, local or federal law.
- (c) Subsection (a) shall not apply if the prize or inducement offered was a gift certificate or other document that could be exchanged for a live animal on a subsequent date and time.

**Section 4-204. Parking of vehicles used to transport animals.**

- (a) A person commits an offense if he parks a truck, trailer, or other vehicle that is used for the hauling of livestock, animals or fowl in a residential area of the City of Plano and the vehicle is creating odors, gases or fumes that are offensive to a person of reasonable sensibilities.

**Section 4-205. Slaughtering of animals within public view.**

- (a) A person commits an offense if he slaughters an animal in an area that is open to the view of the general public.

**ARTICLE XII. SEARCH AND RESCUE TRAINING IN PUBLIC PLACES**

**Sec. 4-206. Permit Required.**

- (a) After securing a permit from the Animal Services Department, search and rescue training may be conducted by qualified members of search and rescue organizations in designated areas of City parks between the hours of 5:00 a.m. and 11:00 p.m., unless different hours have been designated for the park facility.
- (b) Members of the search and rescue organization must possess at least a NASAR SARTECH III level of certification or a comparable level of certification before being eligible to conduct search and rescue training under this program.
- (c) A search and rescue organization seeking a Search and Rescue Training Permit shall submit a complete permit application to the Animal Services Department and provide the following information:
  - (1) Contact information for the search and rescue organization and the individuals authorized to conduct search and rescue training on behalf of the organization;
  - (2) Copy of the NASAR SARTECH III certification or its equivalent for each of the individuals conducting search and rescue training;
  - (3) Copy of the search and rescue organization's training materials;
  - (4) Copy of vaccination and registration records for each dog participating in search and rescue training; and
  - (5) Proof of general liability insurance coverage in the amount of \$100,000. The insurance carrier of this policy must be rated "A-" or better by A.M. Best's Key Rating Guide and licenses to do business in the State of Texas. In addition, the policy shall include the City of Plano, its officers, agents, employees, and representatives as additional insured parties and should contain a 30 day written notice

of cancellation. A Certificate of Insurance for the required coverage must be submitted to the Animal Services Division at least two weeks prior to the event.

- (d) Prior to conducting any training, a permit holder must provide a written request to conduct search and rescue training to the Plano Animal Services Director and a designated Plano Parks Department staff member at least ten (10) business days prior to the start of training. Each written request must state the time and date of each training session, the number of trainers involved in each training session and the number of dogs to be trained. A request may be denied based on availability of the training site.
- (e) It shall be unlawful for any person to conduct search and rescue training under this section without a permit from the Animal Services Division.
- (f) It shall be unlawful for any person who has received a permit for search and rescue training to fail to comply with any permit requirement or provision of this Article. Each animal or condition found in violation of this chapter shall constitute a separate offense.

**Sec. 4-207. Revocation, denial and appeal.**

- (a) A City Enforcement Agent may revoke or refuse to issue a permit if requirements under Section 4-206 (a)–(d) are not met.
- (b) Denial or revocation of a permit may be appealed to the Animal Services Director. The appeal must be made in writing within ten (10) business days of receiving written notice of permit denial or revocation from the City Enforcement Agent. If no appeal request is received within a ten (10) business day period, denial or revocation of the permit becomes final. Upon receiving an appeal, the Animal Services Director will hold a hearing at a time and place of the Director’s designation within ten (10) business days of the appeal being received. Based upon available evidence, the Animal Services Director will make a final ruling. The decision of the Animal Services Director shall be final.
- (c) A search and rescue organization whose training permit has been revoked may re-apply for another permit after six (6) months from the date of revocation.”

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

**Section IV.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

**Section V.** The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions 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 Sections 1-4(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section VII.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**DULY PASSED AND APPROVED** this the 28th day of June, 2016.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		June 28, 2016		
Department:		Animal Services		
Department Head		Jamey Cantrell		
Agenda Coordinator (include phone #): <b>Jamey Cantrell (972) 769-4226</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, repealing a certain section entitled "Animal Services Fees" in Ordinance No. 2014-1-20; and providing a repealer clause, a severability clause, a savings clause, and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	404,329	0
BALANCE		0	404,329	0
<b>FUND(S):    GENERAL FUND</b>				
<p><b>COMMENTS:</b> The purpose of this Ordinance is to repeal the Animal Services Fees set in the "Health Categories and Fees" Ordinance so that they can be set by Resolution and separated from Environmental Health Department fees. The total amount of 2015-16 budgeted revenues for Animal Services is \$404,329.</p> <p><b>STRATEGIC PLAN GOAL:</b> An Ordinance to repeal Animal Services Fees and separate them from the Environmental Health Department Fees Ordinance relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Currently, Animal Services fees are set by Ordinance 2014-1-20 entitled "Health Categories and Fees." The adoption of a new Chapter 4, Animal Regulations, requires that Animal Services fees be set by Council Resolution. This item repeals all Animal Services fees set in Ordinance 2014-1-20 so that they can be set by Resolution.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Ordinance and Animal Services Memo			N/A	

**Date:** June 16, 2016

**To:** Bruce Glasscock, City Manager

**From:** Jamey Cantrell, Animal Services Director

**Subject:** Ordinance Clean Up and Fee Resolution

Animal Services has recently completed proposed changes to Chapter 4 of the City's Code of Ordinances. The last update to this Chapter was passed in 2009 and many changes in state law as well as Animal Services now being a stand-alone department necessitate revisions to the City's Code of Ordinances. Additionally, the city's Prosecutor's Office assisted in editing the ordinances to clarify language and eliminate loopholes that sometimes made enforcement difficult. These revisions have been presented and supported by the Animal Shelter Advisory Committee and there were four opportunities for public comments: during the April and October meetings in 2015 and the January and April meetings in 2016. No comments were received. Staff from Animal Services and the Legal Department have spent numerous hours writing and re-writing these proposed changes to ensure that they reflect the City's attitude of being a progressive, humane community while still ensuring that all individual rights are protected.

Although this is a "major" revision with regards to wording, there is actually little change in ordinance requirements. In fact, the average pet owner will face no more or less regulation than they do with the current ordinance. Most of the additions affect animal-related business by giving the Animal Services Department greater authority to address ordinance violations through temporary closures and enforcement actions. The principal changes are highlighted below but if a complete "strike-through" version is requested to illustrate every difference, one can be provided:

- Section 4-27 - Requires those who use traps to capture animals to check the trap at least once daily, not set the trap if the overnight low temperature is expected to be below forty degrees Fahrenheit, and ensure that all traps are set in conditions that do not otherwise endanger a captured animal due to exposure to the elements. It also bars trapped animals from being killed and prohibits the use of all lethal traps except for commercially available traps set specifically for rats, mice, or insects.
- Section 4-61 - Appoints the animal shelter as the designated caretaker of all impounded animals and then fully transfers ownership of all animals to the city after the expiration of any required holding period.
- Section 4-124 - Creates a permit for zoological educational outreach displays for groups that are accredited by either the American Zoological Association or Zoological Association of America so that they can display animals that are not allowed in petting zoos or other animal-related businesses.
- Section 4-128 - Requires permit holders to temporarily cease operations and report to Animal Services if there is any imminent health hazard that might affect the permit holder's staff, customers, or animals. If the permit holder does not do so voluntarily, the Animal Services Director may order a temporary closure and impound any animals until the hazard is abated and operations can resume.
- Section 4-129 - Allows permits to be suspended if permittees refuse to allow required inspections, fail to meet ordinance requirements, or otherwise violates city ordinances.
- Section 4-130 - Consolidates all permit revocation, denial, and appeal processes.
- Section 4-157 - Brings the Dangerous Animal statutes into alignment with state law with regards to the appeal process and the timeframe that appeals must be filed in.

An Ordinance to repeal all Animal Services fees set by the Health Department Fees Ordinance and a Resolution to set all Animal Services fees is also included in this clean up. These are needed to separate Animal Services fees from the Health Department fees. All current fees set by the previous Ordinance will remain the same with the Resolution only setting a new fee for the proposed permit for zoological educational outreach displays.



**An Ordinance of the City of Plano, Texas, repealing a certain section entitled “Animal Services Fees” in Ordinance No. 2014-1-20; and providing a repealer clause, a severability clause, a savings clause, and an effective date.**

**WHEREAS**, on January 27, 2014, the City Council duly passed Ordinance No. 2014-1-20 to amend Animal Services and Environmental Health fees; and

**WHEREAS**, a new fee schedule for Animal Services fees is being submitted by a separate resolution to reflect current practices and administer new programs and services; and

**WHEREAS**, the City Council, based upon staff recommendations and review and consideration of these matters, has determined that it is in the best interest of the City of Plano to repeal the section entitled “ANIMAL SERVICES FEES” in Ordinance No. 2014-1-20 as provided herein.

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

**Section I.** The section entitled “ANIMAL SERVICES FEES” in Ordinance No. 2014-1-20 is repealed in its entirety.

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

**Section III.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

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

**Section V.** This Ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 28th day of June, 2016.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		06/28/2016			
Department:		City Secretary			
Department Head		Lisa C. Henderson			
Agenda Coordinator (include phone #): <b>Deborah Richardsxon X7120</b>					
<b>CAPTION</b>					
An Ordinance of the City of Plano, Texas, adopting and enacting Supplement Numbers 114 and 115 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	0	<b>0</b>
BALANCE		0	0	0	<b>0</b>
FUND(s): <b>NA</b>					
COMMENTS: This item has no fiscal impact.					
STRATEGIC PLAN GOAL: Adopting the Quarterly Code Supplements relates to the City's goal of Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
Adoption of this ordinance enables this supplement to be admissible in court.					
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies		

**An Ordinance of the City of Plano, Texas adopting and enacting Supplement Numbers 114 and 115 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 Numbers 114 and 115; and

**WHEREAS**, the City Council wishes to adopt the ordinance codification version appearing in Supplement Numbers 114 and 115 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 Numbers 114 and 115 as prepared by the codifier.

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

**DULY PASSED AND APPROVED** this the 28th day of June, 2016.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/28/16		
Department:		Customer & Utility Services		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Megan Hostick (Ext. 7479)</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas, amending Section 21-137, Nonstandard evaporative cooling tower meters, Article IV, Chapter 21, Utilities, of the Code of Ordinances of the City of Plano; providing for the definition and establishment of sewer charges for standard and nonstandard evaporative cooling towers as well as their installation, reading, and testing; and providing a repealer clause, a severability clause, a savings clause and an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		0	0	0
		0	0	0
		0	0	300,000
		0	0	300,000
<b>BALANCE</b>		<b>0</b>	<b>0</b>	<b>300,000</b>
<b>FUND(S):    WATER &amp; SEWER FUND</b>				
<p><b>COMMENTS:</b> Adopting the proposed Ordinance will amend Section 21-137, standard and nonstandard evaporative cooling tower meters. Estimated revenue generated with accurately metering cooling towers in FY 2016-17 is \$300,000.</p> <p><b>STRATEGIC PLAN GOAL:</b> Adopting an Ordinance modifying the existing standard and nonstandard cooling tower Ordinance relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>It is the recommendation of staff that changes in the billing of both standard and nonstandard evaporative cooling towers be modified for all services rendered effective immediately upon passage of this ordinance.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo and Ordinance				



# Memorandum

**Date:** June 14, 2016

**To:** Jim Parrish, Deputy City Manager

**Through:** Denise Tacke, Director of Finance

**From:** Stephanie Foster, Customer & Utility Services Manager

**Subject:** Revision of the Evaporative Cooling Tower Ordinance

Since October 1, 2005, all cooling towers, whether they are dedicated or non-dedicated are currently being charged 12,000 gallons for sewer. The revenues that are being recovered under this fee schedule are insufficient to cover the cost of treatment of the water that is being released back into the sewer system from these cooling towers.

Water Engineering Technologies, Inc. software, WET1440 is proposing the use of a blow down meter to accurately register the water that is released from the cooling tower into the sewer system. The WET1440 software allows us to send them the readings and the software will filter and validate the readings based on many different factors built into the software. They are estimating an annual recovery of approximately \$600,000 in revenue for sewer.

The WET1440 software was designed over a 4 year period, with 5 months of testing for the City of Houston, who has been using the software since 2010.

It is recommended that customers using standard and non-standard cooling towers as defined herein shall be charged sewer based on readings taken from a separate blowdown meter for sewer. In order for the customer to remain eligible for sewer charges based on their blowdown meter, they must operate their cooling tower within an acceptable range of cycles based on known industry standards.

The objective of this ordinance change is to properly validate makeup water and blowdown water consumption that results in an accurate billing of accounts that ensures all is fair and equitable to both the City of Plano and the customer.

A letter was mailed in January of 2015 to our current cooling tower customers explaining how their cooling tower sewer was currently being calculated and after a review of the process that a more equitable program would be implemented to bill them based on actual metered cooling tower make up and blowdown. It was explained that they would be required to install a blowdown meter on the existing blowdown line and that they would have several months to complete the installation once the program was implemented. Upon the adoption of the revised ordinance, we will mail another letter with all of the information needed to proceed with the installation of the additional meter.

**An Ordinance of the City of Plano, Texas, amending Section 21-137, Nonstandard evaporative cooling tower meters, Article IV, Chapter 21, Utilities, of the Code of Ordinances of the City of Plano; providing for the definition and establishment of sewer charges for standard and nonstandard evaporative cooling towers as well as their installation, reading, and testing; and providing a repealer clause, a severability clause, a savings clause and an effective date.**

**WHEREAS**, on September 27, 2004, the City Council of the City of Plano enacted Ordinance No. 2004-9-28 amending, among other things, the regulation of nonstandard evaporative cooling tower meters; and

**WHEREAS**, the City's Customer and Utility Services Department has presented to the City Council a report which states that the billing of sewer charges for both standard and nonstandard evaporative cooling towers should be modified to provide customers an opportunity to be billed only for the sewer water actually entering the discharge portion of the supply line; and

**WHEREAS**, upon consideration of the report and the recommendations of the City's Customer and Utility Services Department, the City Council is of the opinion that the sewer charges for both standard and nonstandard evaporative cooling towers should be modified to provide customers an opportunity to be billed only for the sewer water actually entering the discharge portion of the supply line; and

**WHEREAS**, the City Council further finds and determines that such a change in the sewer charges imposed on standard and nonstandard evaporative cooling towers is in the best interest of the City and its citizens.

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

**Section I.** Section 21-137, Nonstandard evaporative cooling tower meters, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano is hereby amended as follows:

**"Sec. 21-137 Standard and Nonstandard Cooling Tower Meters**

- (a) A standard evaporative cooling tower shall be defined as an installation which receives supply water from a meter installed in accordance with the city specifications applicable to the installation of water meters. A nonstandard evaporative cooling tower shall be defined as an installation which does not receive supply water from a meter installed in accordance with normal and customary methods, but which does receive metered supply water through a source which has been previously metered according to normal and customary methods.
- (b) Sewer charges for standard and nonstandard evaporative cooling towers shall be calculated on the following basis:
  - (1) Installation Requirements
    - a. A meter will be installed in the water supply line (make-up meter) and a meter will be installed on the discharge portion of the supply line (blowdown meter) for the evaporative cooling tower in a location approved, in advance, by the city. These meters must be purchased from the city. The customer will be responsible for

the installation of the make-up meter, blowdown meter and all piping. The piping must be installed in accordance with the standard city specifications applicable to the installation of water meters.

- b. The customer shall pay the minimum plumbing permit fee based upon the current fee structure in place at the time of installation. No impact fee shall be levied for an evaporative cooling tower meter installed in accordance with this section.
- c. The city reserves the right to inspect, remove and/or replace the meter for cause, with proper notice.
- d. No additional deposit will be required for either the evaporative cooling tower make-up meter or blowdown meter.

(2) Reading of meters, remote.

Cooling tower customers shall, at their sole expense, purchase from the city a remote reading device capable of transmitting a reading of consumption for each meter. The city shall read the make-up and blowdown meters electronically once per month.

(3) Billing

- a. A standard cooling tower will receive a minimum charge based on meter size for both the make-up meter and blowdown meter. A nonstandard cooling tower will receive no minimum charges for either the make-up or blowdown meter.
- b. Both the make-up and blowdown meters will be read remotely each month and the consumption from each meter will be billed in accordance with sections 21-136 and 21-147. Water charges for cooling tower consumption will be billed based on the meter readings taken from the make-up meter. Sewer charges for cooling tower consumption will be billed based on the meter readings taken from the blowdown meter. In order for customers using water for cooling purposes to remain eligible for sewer charges based on their blowdown meter, they must operate their cooling tower system within an acceptable range of cycles of concentration indicated by the ratio of make-up water to blowdown water from submeter readings. The acceptable range for system cycles of concentration will be set by the Customer & Utility Services Division based on known industry standards. Should the City of Plano water quality change, which change affects the acceptable range, the city will notify the customer of the change.
- c. A customer may file a request for a variance with the Customer and Utility Services Division requesting higher cycles of concentration. A variance request form will be supplied by the city to be completed by the customer. Upon submission of the variance request form, the Customer & Utility Services Division will review in order to determine the validity of the variance request based on known industry standards in water treatment technology. The city review of the variance request may require a site visit to the facility.
- d. The system will be evaluated each billing period for compliance. The customer will be notified if the system is not within cycle of concentration range of compliance. The customer shall be billed sewer based on the meter readings taken from the make-up meter for any billing period the system is out of compliance.
- e. The customer shall be billed sewer based on the meter readings taken from the make-up meter for a period of one (1) year if any of the following occurs:

- (1) A customer knowingly represents that the facility for which a meter is installed does not discharge waste into the city's sanitary sewer when, in fact, it does;



- (2) A facility is subsequently connected to the city's sanitary sewer system without notifying the Customer & Utility Services Division;
- (3) Evidence of tampering or otherwise inhibiting the proper functioning of any meter is discovered; or
- (4) The customer fails to comply with the terms and conditions under which the evaporative cooling tower make-up meter or blowdown meter is installed in accordance with this ordinance.

(4) Annual Testing of Meters

Make-up meters will follow the city's normal change-out schedule for testing. Blowdown meters may be pulled and tested or replaced, at no charge to the customer, no less frequently than once every twelve (12) months by city staff to determine the following:

- (1) Accuracy of the meters; and
- (2) That no water is being discharged into the sanitary sewers of the city except that water which is measured by the blowdown meter.”

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

**Section III.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

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

**Section V.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**DULY PASSED AND APPROVED** this the 28th day of June, 2016.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

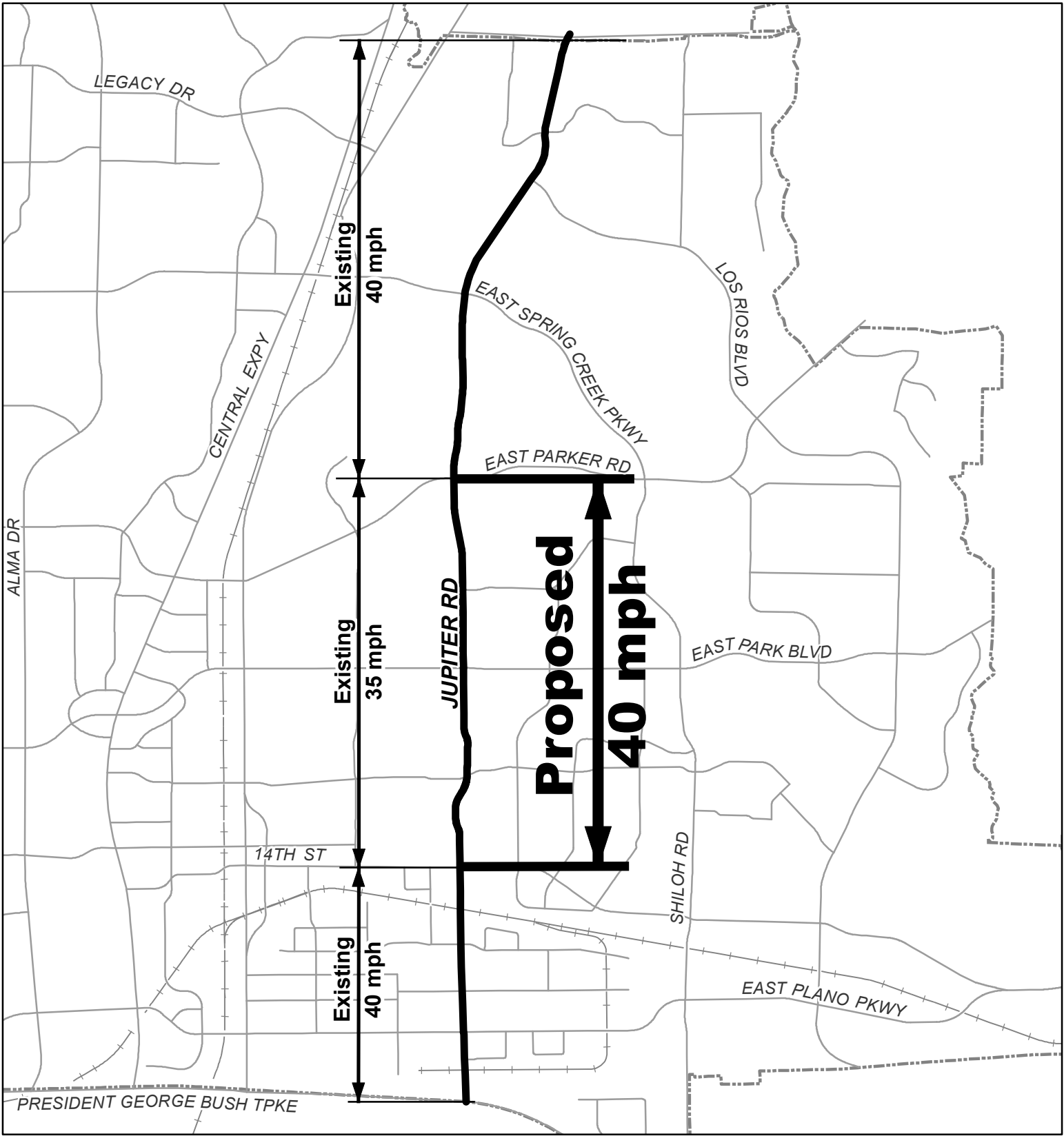
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Paige Mims, CITY ATTORNEY

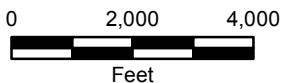


# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		06/28/16			
Department:		Engineering			
Department Head		Caleb Thornhill, PE			
Agenda Coordinator (include phone #): Kathleen Schonne X-7198					
<b>CAPTION</b>					
<p>An Ordinance of the City of Plano, Texas, amending Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to amend the prima facie maximum speed limit for motor vehicles operating on Jupiter Road within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-16	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
<b>FUND(S): GENERAL FUND</b>					
<p>COMMENTS: This item will alter the amount of revenue received by fines; however, at this time the impact of the new speed limits on revenue collection is undeterminable.</p> <p>STRATEGIC PLAN GOAL: Setting appropriate speed limits on Plano city streets relates to the City's Goals of Safe Large City and Financially Strong City with Service excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The Traffic Engineering Division has performed a speed zone study along the portion of Jupiter Road within the Plano city limits. Jupiter Road is a six-lane arterial with a majority of its length posted with a speed limit of 40 mph. Between Parker Road and 14th Street, the speed limit is posted as 35 mph.</p> <p>Based on the speed zone study, the Traffic Engineering Division recommends a speed limit of 40 mph along Jupiter Road between Parker Road and 14th Street, resulting in a uniformly posted speed limit of 40 mph along the entire length of Jupiter Road.</p> <p>The Traffic Engineering Division recommends approval of this Ordinance.</p> <p><a href="https://www.google.com/maps/@33.0324825,-96.680333,14.95z">https://www.google.com/maps/@33.0324825,-96.680333,14.95z</a></p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies:		
Location Map			N/A		
Ordinance					



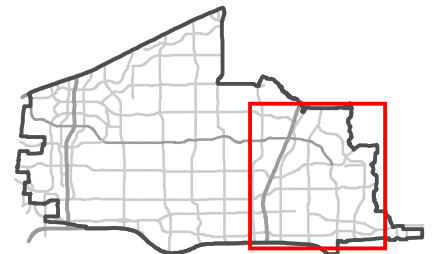
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City of Plano GIS Division  
June, 2016

## Jupiter Road Proposed Speed Limit

### Project Location



**An Ordinance of the City of Plano, Texas, amending Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to amend the prima facie maximum speed limit for motor vehicles operating on Jupiter Road within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.**

**WHEREAS**, Section 545.356 of the Texas Transportation Code, as amended, grants to cities operating under a Home Rule Charter the authority to control the operation of motor vehicles using its streets and to prescribe reasonable and safe prima facie maximum speed limits for the same; and

**WHEREAS**, traffic and engineering studies of Jupiter Road have been completed, and the City Council is of the opinion that the speed limit applicable to certain portions of this roadway should be altered.

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

**Section I.** The following prima facie maximum speed limits hereafter indicated for motor vehicles are hereby determined and declared to be reasonable and safe, and such maximum speed limits are hereby fixed at the rate of speed indicated for motor vehicles traveling upon the named streets or highways or parts thereof. No motor vehicle shall be operated along or upon said portions of said named streets or highways within the corporate limits of the City of Plano in excess of the speed now set forth.

**Section II.** Section 12-74(b) of the City of Plano Code of Ordinances is hereby amended by removing the current Jupiter Road speed zone description and adding of the following subsection, which reads as follows:

“Jupiter Road:

- (1) Forty (40) miles per hour along Jupiter Road from the north city limit to the south city limit.”

**Section III.** The Traffic Engineer of Plano is hereby authorized to cause to be erected appropriate signs indicating such speed zones.

**Section IV.** All provisions of the Ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, except that an Ordinance of the City establishing a school zone therefore within the zones changed herein, shall not be repealed but shall prevail over this Ordinance. All other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and full effect.

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

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

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

**Section VIII.** This Ordinance shall become effective immediately upon its passage, publication as required by law and after all necessary signs have been installed.

**DULY PASSED AND APPROVED** this the 28<sup>th</sup> day of June 2016.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**DATE:** June 7, 2016  
**TO:** Honorable Mayor & City Council  
**FROM:** John Muns, Chair, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of June 6, 2016

**AGENDA ITEM NO. 2 - PUBLIC HEARING  
ZONING CASE 2016-017  
APPLICANT: LEGACY WEST INVESTORS, LP**

Request for Specific Use Permit for New Automobile Dealer on 0.1 acre located on the east side of Windrose Avenue, 1,450 feet south of Headquarters Drive. Zoned Planned Development-65-Central Business-1/Dallas North Tollway Overlay District. Project #ZC2016-017.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**Speaker Card(s) Received** **Support:** 1 **Oppose:** 0 **Neutral:** 0

**Letters Received Within 200' Notice Area:** **Support:** 2 **Oppose:** 0 **Neutral:** 0

**Letters Received Outside 200' Notice Area:** **Support:** 0 **Oppose:** 0 **Neutral:** 0

**Petition(s) Received:** 0 **# Of Signatures:** 0

**STIPULATIONS:**

Recommended for approval with the following stipulation:

- Maximum vehicle inventory: 10

**FOR CITY COUNCIL MEETING OF:** June 28, 2016 (To view the agenda for this meeting, see [www.plano.gov](http://www.plano.gov))

**PUBLIC HEARING - ORDINANCE**

EM/amf

xc: Fehmi Karahan, Legacy West Investors, LP  
Trey Braswell, Kimley-Horn  
Wayne Snell, Permit Services Manager

<https://goo.gl/maps/baw8E1C2EP12>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

June 6, 2016

**Agenda Item No. 2**

**Public Hearing:** Zoning Case 2016-017

**Applicant:** Legacy West Investors, LP

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**DESCRIPTION:**

Request for Specific Use Permit for New Automobile Dealer on 0.1 acre located on the east side of Windrose Avenue, 1,450 feet south of Headquarters Drive. Zoned Planned Development-65-Central Business-1/Dallas North Tollway Overlay District. Project #ZC2016-017.

**REMARKS:**

The requested zoning is for a Specific Use Permit (SUP) for New Automobile Dealer. The Zoning Ordinance defines a new automobile dealer as the retail sales and/or leasing of new automobiles or light load vehicles, including, as a minor part of the business, the sales and/or leasing of used automobiles or light load vehicles. 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.

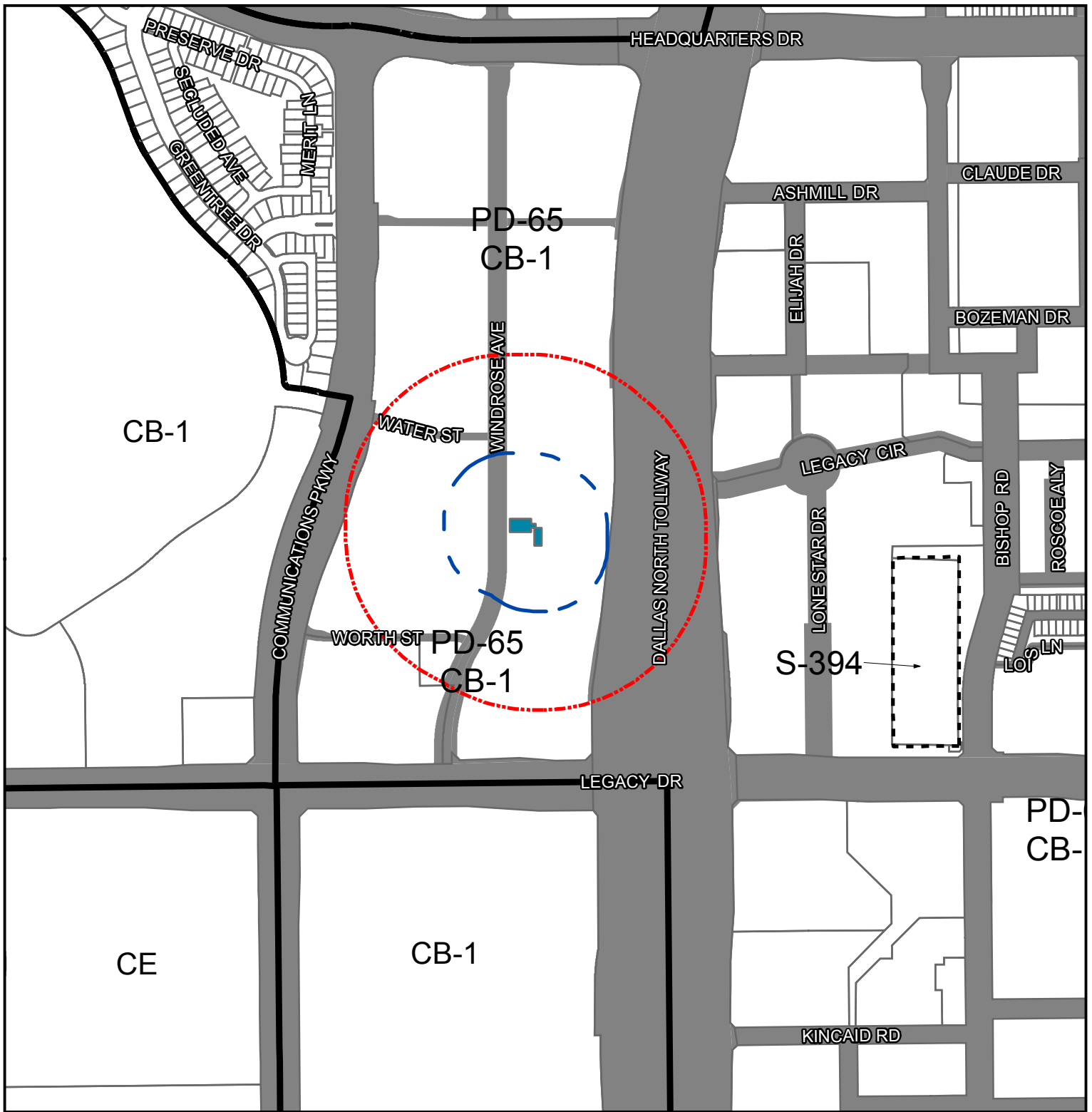
The subject property, is zoned Planned Development-65-Central Business-1 (PD-65-CB-1) and is part of the Legacy West development. The proposed new automobile dealer will occupy a lease space within Tract C of the mixed-use development which will also include retail, restaurant, office, and multifamily uses. The associated cars will be parked in the adjacent parking garage. The subject property has an excess of 1,797 parking spaces of the city requirements. However, in order to limit the impact of the business within the development, the applicant is placing a restriction limiting the maximum inventory to 10 vehicles. These spaces are included within the limits of the SUP request. The requested new automobile dealer is complimentary to the existing zoning and proposed mix of uses, and the subject property has sufficient parking to accommodate the use. For these reasons, staff is in support of the SUP request.

**RECOMMENDATION:**

Recommended for approval with the following stipulation:

- Maximum vehicle inventory: 10










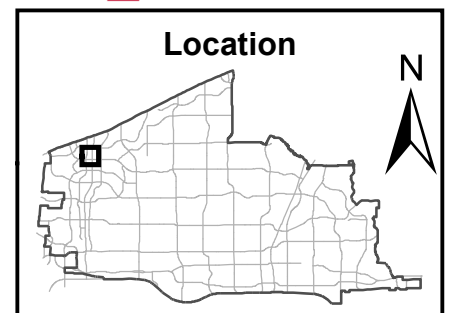


Zoning Case #: 2016-017

Existing Zoning: Planned Development-65-Central Business-1/Dallas North Tollway Overlay District (PD-65-CB-1)

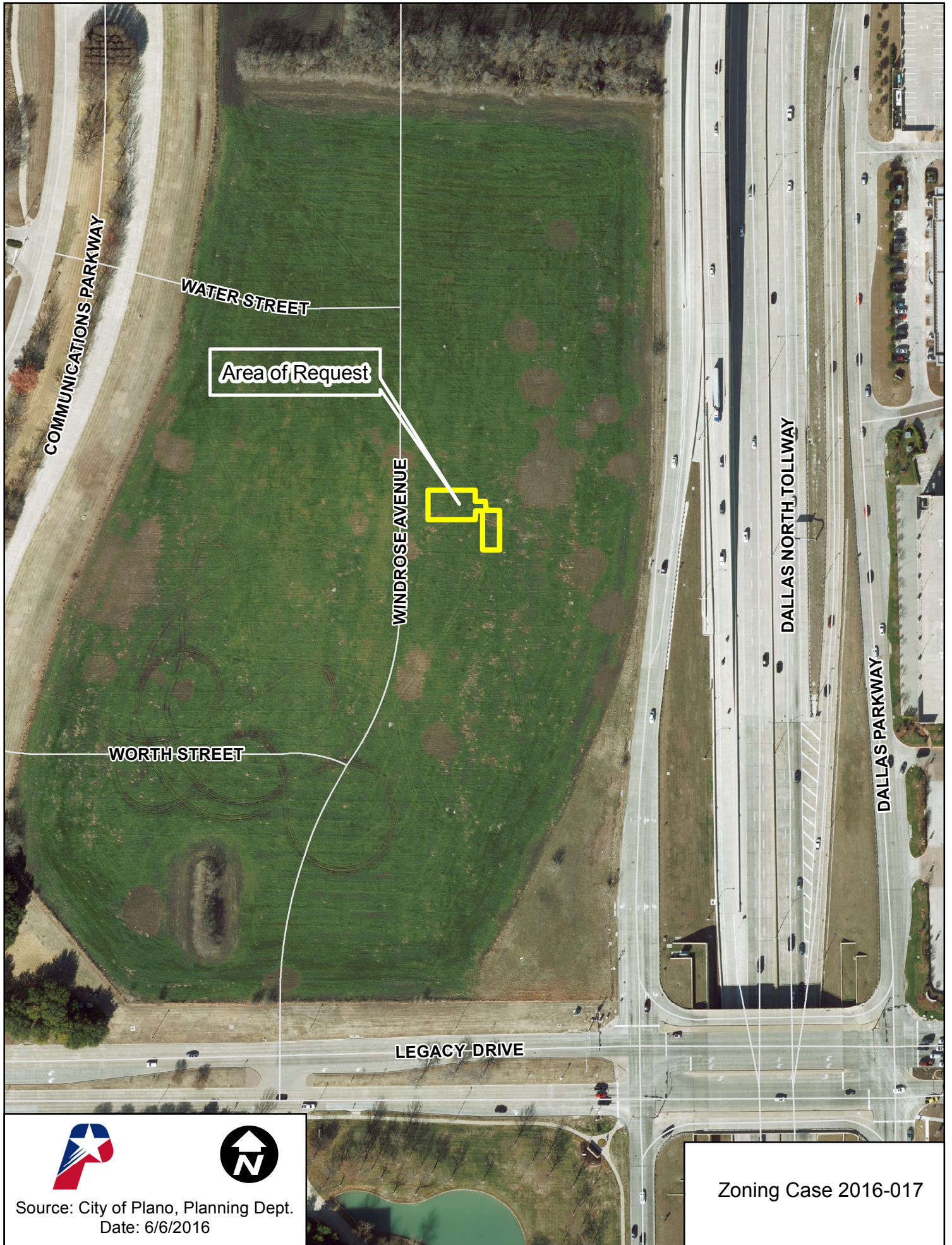
Proposed Zoning: Specific Use Permit (SUP) for New Automobile Dealer

-  500' Courtesy Notification Buffer
-  200' Notification Buffer
-  Subject Property
-  Zoning Boundary
-  City Limits
-  Right-of-Way
-  Specific Use Permit



Source: City of Plano Planning Department





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Source: City of Plano, Planning Dept.  
Date: 6/6/2016

Zoning Case 2016-017





## Zoning Case 2016-017

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 11 so as to allow the additional use of New Automobile Dealer on 0.1 acre of land out of the Henry Cook Survey, Abstract No. 183, located on the east side of Windrose Avenue, 1,450 feet south of Headquarters Drive, in the City of Plano, Collin County, Texas, presently zoned Planned Development-65-Central Business-1; 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 28th day of June, 2016, for the purpose of considering granting Specific Use Permit No. 11 for the additional use of New Automobile Dealer on 0.1 acre of land out of the Henry Cook Survey, Abstract No. 183, located on the east side of Windrose Avenue, 1,450 feet south of Headquarters Drive, in the City of Plano, Collin County, Texas, presently zoned Planned Development-65-Central Business-1; 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 28th day of June, 2016; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 11 for the additional use of New Automobile Dealer on 0.1 acre of land out of the Henry Cook Survey, Abstract No. 183, located on the east side of Windrose Avenue, 1,450 feet south of Headquarters Drive, in the City of Plano, Collin County, Texas, presently zoned Planned Development-65-Central Business-1, 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. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 11 for the additional use of New Automobile Dealer on 0.1 acre of land out of the Henry Cook Survey, Abstract No. 183, located on the east side of Windrose Avenue, 1,450 feet south of Headquarters Drive, in the City of Plano, Collin County, Texas, presently zoned Planned Development-65-Central Business-1, said property being more fully described on the legal description in Exhibit "A" attached hereto.

**Section II.** The change granted in Section I is granted subject to a maximum inventory of ten vehicles.

**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 28TH DAY OF JUNE, 2016.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

## Zoning Case 2016-017

BEING a tract of land situated in the Henry Cook Survey, Abstract No. 183, City of Plano, Collin County, Texas and being part of Lot 1R, Block D, of Legacy West Addition, Lot 1 and Lot 2, Block B, Lot 1, Block C, Lot 1R, Block D, and Lots 1 and 2, Block E, an addition to the City of Plano, Texas according to the plat recorded in Cabinet 2015, Page 63, Map Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at an aluminum disk found at the northernmost end of a right-of-way corner clip at the intersection of the north right-of-way line of Legacy Drive (a variable width right-of-way) and the west right-of-way line of the Dallas North Tollway (a variable width right-of-way);

THENCE with said west right-of-way line, the following courses and distances to wit:

North 0°43'14" West, a distance of 157.42 feet to a an aluminum disk found at the beginning of a tangent curve to the right having a central angle of 8°33'04", a radius of 263.13 feet, a chord bearing and distance of North 3°33'18" East, 39.23 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 39.27 feet to a an aluminum disk found for corner;

North 7°49'49" East, a distance of 107.76 feet to a an aluminum disk found at the beginning of a non-tangent curve to the right having a central angle of 2°20'42", a radius of 1442.39 feet, a chord bearing and distance of North 5°11'56" East, 59.03 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 59.03 feet to a 1" iron rod found for corner;

North 6°22'17" East, a distance of 248.02 feet to a point for corner;

THENCE leaving said west right-of-way line of the Dallas North Tollway, North 83°37'43" West, a distance of 203.87 feet to the POINT OF BEGINNING;

THENCE the following courses and distances to wit:

North 90°00'00" West, a distance of 23.00 feet to a point for corner;

North 0°00'00" East, a distance of 53.96 feet to a point for corner;

North 90°00'00" West, a distance of 10.00 feet to a point for corner;

South 0°00'00" East, a distance of 12.54 feet to a point for corner;

North 90°00'00" West, a distance of 65.00 feet to a point for corner;

North 0°00'00" East, a distance of 40.17 feet to a point for corner;

North 90°00'00" East, a distance of 65.00 feet to a point for corner;

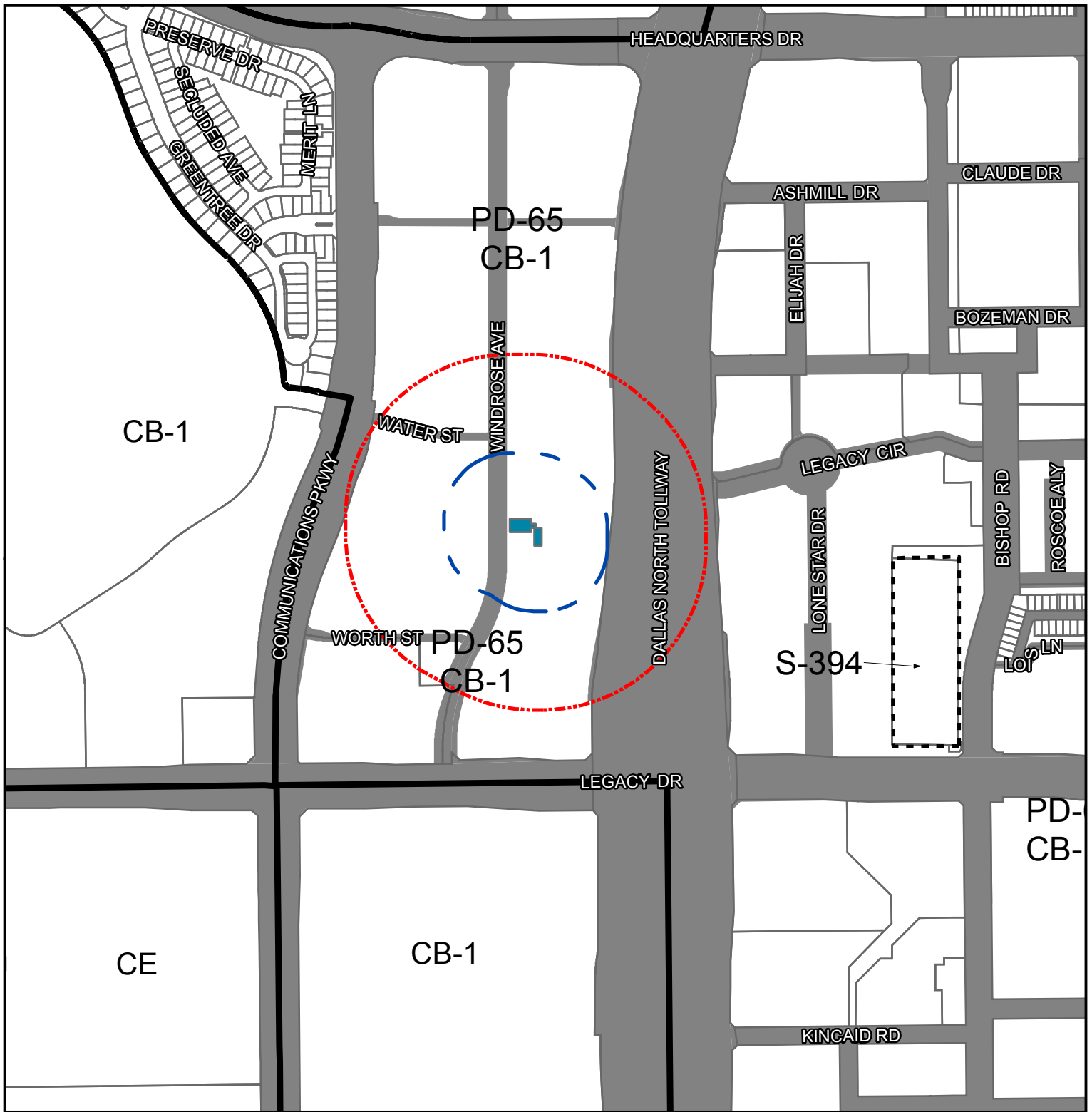
South 0°00'00" East, a distance of 15.33 feet to a point for corner;

North 90°00'00" East, a distance of 14.00 feet to a point for corner;

South 0°00'00" East, a distance of 12.25 feet to a point for corner;

North 90°00'00" East, a distance of 19.00 feet to a point for corner;

South 0°00'00" East, a distance of 54.00 feet to the POINT OF BEGINNING and CONTAINING 0.092 acre of land.

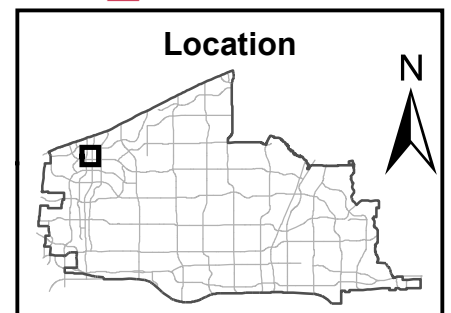


Zoning Case #: 2016-017

Existing Zoning: Planned Development-65-Central Business-1/Dallas North Tollway Overlay District (PD-65-CB-1)

Proposed Zoning: Specific Use Permit (SUP) for New Automobile Dealer

- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Subject Property
- Zoning Boundary
- City Limits
- Right-of-Way
- Specific Use Permit



Source: City of Plano Planning Department





**DATE:** June 7, 2016

**TO:** Honorable Mayor & City Council

**FROM:** John Muns, Chair, Planning & Zoning Commission

**SUBJECT:** Results of Planning & Zoning Commission Meeting of June 6, 2016

**AGENDA ITEM NO. 1 - PUBLIC HEARING**

**ZONING CASE 2016-015**

**APPLICANT: CITY OF PLANO**

Request to amend Section 8.200 (Terms Defined) of Article 8 (Definitions), Sections 14.100 (Residential Districts Use Table), 14.200 (Nonresidential Districts Use Table), and 14.300 (Use Table Notes) of Article 14 (Allowed Uses and Use Classifications), and Section 15.900 (Outdoor Athletic Facilities) of Article 15 (Use-specific Regulations) of the Zoning Ordinance regarding service yards in public parks and fencing of outdoor recreation facilities. Project #ZC2016-015.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**Speaker Card(s) Received** **Support:** 0 **Oppose:** 0 **Neutral:** 0

**Letters Received Within 200' Notice Area:** **Support:** 0 **Oppose:** 0 **Neutral:** 0

**Letters Received Outside 200' Notice Area:** **Support** 0 **Oppose:** 0 **Neutral:** 0

**Petition(s) Received:** 0 **# Of Signatures:** 0

**STIPULATIONS:**

Recommended for approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

**Amend Section 8.200 (Terms Defined) of Article 8 (Definitions), such amended definition to read as follows:**

**Park/Playground**

~~An outdoor park owned or operated by a public agency such as a city or school district and available to the general public which may include outdoor recreation facilities.~~ Any tract of land or outdoor facility accessible and open for use by the general public for active or passive recreational purposes, including but not limited to, playgrounds, swimming pools, outdoor recreation facilities, trails, nature preserves, and greenbelts.

**Amend Sections 14.100 (Residential Districts Use Table), 14.200 (Nonresidential Districts Use Table), and 14.300 (Use Table Notes) of Article 14 (Allowed Uses and Use Classifications), such portions of sections to read as follows:**

**Section 14.100 (Residential Districts Use Table)**

RESIDENTIAL ZONING DISTRICTS																
Permitted Uses	Use Category	A-Agricultural	ED-Estate Development	SF-20 – Single-Family-20	SF-9-Single-Family-9	SF-7-Single-Family-7	SF-6-Single-Family-6	UR-Urban Residential	PH-Patio Home	SFA Single-Family Attached	2F-Two-Family Attached Duplex	GR-General Residential	MF-1-Multifamily-1	MF-2-Multifamily-2	MF-3-Multifamily 3	MH-Mobile Home
Service Yard (Public or Utility)	Trans., Utility, & Comm.	S 50	S 50	S 50	S 50	S 50	S 50	S 50	S 50	S 50	S 50	S 50	S 50	S 50	S 50	S 50

**Section 14.200 (Nonresidential Districts Use Table)**

NONRESIDENTIAL ZONING DISTRICTS															
Permitted Uses	Use Category	O-1 Neighborhood Office	O-2 General Office	R Retail	LC Light Commercial	CC Corridor Commercial	UMU Urban Mixed-Use	BG Downtown Business/Government	CB-1 Central Business-1	CE Commercial Employment	RE Regional Employment	RC Regional Commercial	RT Research/Technology Center	LI-1 Light Industrial-1	LI-2 Light Industrial-2
Service Yard (Public or Utility)	Trans., Utility, & Comm.	S 50	S 50	S 50	S 50	S 50		S 50	P 50	P 50			S 50	P 50	P 50

**Section 14.300 (Use Table Notes)**

Number	End Note
<b>50</b>	<u>Allowed by right as an accessory use to a park/playground if located a minimum of 150 feet from a residential property line and screened from view of adjacent streets and properties.</u>

**Amend Section 15.900 (Outdoor Athletic Facilities) of Article 15 (Use-specific Regulations), such portion of section to read as follows:**

Section 15.900 (Outdoor ~~Athletic~~ Recreation Facilities)

.1 Outdoor recreation facility fencing and equipment must not exceed 30 feet in height.

.2 The following criteria shall apply to all outdoor ~~athletic~~ recreation facilities except for publicly-owned neighborhood parks as designated on the Park Master Plan contained within the Comprehensive Plan:

.1 A. Bleachers shall be set back a minimum of 100 feet from a residential zoning district boundary line or from a residential property line.

.2 B. Backstops shall be set back a minimum of 150 feet from a residential zoning district boundary line or from a residential property line.

**FOR CITY COUNCIL MEETING OF:** June 28, 2016 (To view the agenda for this meeting, see [www.plano.gov](http://www.plano.gov))

**PUBLIC HEARING - ORDINANCE**

EM/amf

xc: City of Plano  
Wayne Snell, Permit Services Manager

CITY OF PLANO  
PLANNING & ZONING COMMISSION

June 6, 2016

**Agenda Item No. 1**

**Public Hearing:** Zoning Case 2016-015

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to amend Section 8.200 (Terms Defined) of Article 8 (Definitions), Sections 14.100 (Residential Districts Use Table), 14.200 (Nonresidential Districts Use Table), and 14.300 (Use Table Notes) of Article 14 (Allowed Uses and Use Classifications), and Section 15.900 (Outdoor Athletic Facilities) of Article 15 (Use-specific Regulations) of the Zoning Ordinance regarding service yards in public parks and fencing of outdoor recreation facilities. Project #ZC2016-015.

**REMARKS:**

Recently, the City of Plano Parks Department requested that the Planning Department review the standards related to the height of fences for outdoor recreation facilities as well as the allowances for service yards associated with city parks. After reviewing the related sections within the Zoning Ordinance, staff determined that there were several regulations that needed to be modified in order to address variations in the height of fencing related to outdoor recreation facilities and to update the requirements for service yards within city parks. On April 4, 2016, the Planning & Zoning Commission called a public hearing to consider potential amendments to the Zoning Ordinance.

Service Yards

The Zoning Ordinance defines a service yard as an area for the servicing and storage of vehicles, mechanical items, or other property of a government agency, or public or private utility. Service yards are essential for the continued maintenance and operation of City of Plano parks and facilities. Many of the city's existing service yards are located within parks including Jack Carter Park, Schell Park, and Oak Point Park & Nature Preserve. Since these areas are essential for ongoing maintenance, staff believes they should be permitted as an accessory use to a park. An accessory use is defined as "a building or use that is clearly subordinate to and functionally related to the primary building or use, which contributes to the comfort, convenience, or necessity of occupants of the primary building or use on the same platted lot. Accessory buildings shall be detached from the primary building and shall not be used for living quarters."

In order to preserve aesthetic qualities of the park and adjacent properties, the requested allowance will require service yards to be set back from residential property lines by a minimum of 150 feet and screened from adjacent streets and properties. This minimum distance separation is consistent with other regulations currently located within Article 21 (Residential Adjacency Standards) of the ordinance.

### Outdoor Recreation Facilities

Athletic fields, ball courts, and other outdoor recreation facilities are commonly enclosed with various types of fencing. Currently, there is no specific allowance for outdoor recreation facility fencing to exceed the maximum eight-foot height requirement within Section 20.200 (General Fence and Wall Regulations) of Article 20 (Screening, Fence and Wall Regulations). Furthermore, there are allowances in the Code of Ordinances that conflict with this height restriction. Staff believes this is an oversight within the ordinance, and fencing should be able to exceed this height when used for improvements such as backstops and tennis courts. For this reason, staff is recommending several updates to the ordinance including changes to the definition of Park/Playground, and associated modifications within Section 15.900 (Outdoor Athletic Facilities).

### Conformance to the Comprehensive Plan

The Comprehensive Plan includes a recommendation that applies to this zoning case:

**Land Use Action Statement (LU1)** - *Review and evaluate the Zoning Ordinance and make appropriate amendments based upon the policies within the plan.*

This zoning case is a part of the city's continued efforts to review and evaluate the Zoning Ordinance for potential improvements. The proposed amendments have been coordinated with the city's Parks Department, and the updated language will provide necessary allowances for service yards and fencing related to outdoor recreation facilities. Staff believes the proposed changes are in conformance with the Land Use Action Statement (LU1).

### **SUMMARY:**

This zoning case includes several amendments intended to provide flexibility for allowances of service yards in public parks and fencing of outdoor recreation facilities. The proposed modifications include language intended to protect views of these uses and improvements from adjacent streets and properties. The recommended updates are in conformance with the recommendations of the Comprehensive Plan. For these reasons, staff recommends approval of the zoning case.

### **RECOMMENDATION:**

Recommended for approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

**Amend Section 8.200 (Terms Defined) of Article 8 (Definitions), such amended definition to read as follows:**

**Park/Playground**

An outdoor park owned or operated by a public agency such as a city or school district and available to the general public which may include outdoor recreation facilities. Any tract of land or outdoor facility accessible and open for use by the general public for active or passive recreational purposes, including but not limited to, playgrounds, swimming pools, outdoor recreation facilities, trails, nature preserves, and greenbelts.

**Amend Sections 14.100 (Residential Districts Use Table), 14.200 (Nonresidential Districts Use Table), and 14.300 (Use Table Notes) of Article 14 (Allowed Uses and Use Classifications), such portions of sections to read as follows:**

**Section 14.100 (Residential Districts Use Table)**

RESIDENTIAL ZONING DISTRICTS																
Permitted Uses	Use Category	A-Agricultural	ED-Estate Development	SF-20 - Single-Family-20	SF-9-Single-Family-9	SF-7-Single-Family-7	SF-6-Single-Family-6	UR-Urban Residential	PH-Patio Home	SFA Single-Family Attached	2F-Two-Family Attached Duplex	GR-General Residential	MF-1-Multifamily-1	MF-2-Multifamily-2	MF-3-Multifamily 3	MH-Mobile Home
Service Yard (Public or Utility)	Trans., Utility, & Comm.	S <u>50</u>	S <u>50</u>	S <u>50</u>	S <u>50</u>	S <u>50</u>	S <u>50</u>	S <u>50</u>	S <u>50</u>	S <u>50</u>	S <u>50</u>	S <u>50</u>	S <u>50</u>	S <u>50</u>	S <u>50</u>	S <u>50</u>

**Section 14.200 (Nonresidential Districts Use Table)**

NONRESIDENTIAL ZONING DISTRICTS															
Permitted Uses	Use Category	O-1 Neighborhood Office	O-2 General Office	R Retail	LC Light Commercial	CC Corridor Commercial	UMU Urban Mixed-Use	BG Downtown Business/Government	CB-1 Central Business-1	CE Commercial Employment	RE Regional Employment	RC Regional Commercial	RT Research/Technology Center	LI-1 Light Industrial-1	LI-2 Light Industrial-2
Service Yard (Public or Utility)	Trans., Utility, & Comm.	S <u>50</u>	S <u>50</u>	S <u>50</u>	S <u>50</u>	S <u>50</u>		S <u>50</u>	P <u>50</u>	P <u>50</u>			S <u>50</u>	P <u>50</u>	P <u>50</u>

**Section 14.300 (Use Table Notes)**

Number	End Note
<u>50</u>	<u>Allowed by right as an accessory use to a park/playground if located a minimum of 150 feet from a residential property line and screened from view of adjacent streets and properties.</u>

**Amend Section 15.900 (Outdoor Athletic Facilities) of Article 15 (Use-specific Regulations), such portion of section to read as follows:**

Section 15.900 (Outdoor ~~Athletic~~ Recreation Facilities)

.1 Outdoor recreation facility fencing and equipment must not exceed 30 feet in height.

.2 The following criteria shall apply to all outdoor ~~athletic~~ recreation facilities except for publicly-owned neighborhood parks as designated on the Park Master Plan contained within the Comprehensive Plan:

~~.1~~ **A.** Bleachers shall be set back a minimum of 100 feet from a residential zoning district boundary line or from a residential property line.

~~.2~~ **B.** Backstops shall be set back a minimum of 150 feet from a residential zoning district boundary line or from a residential property line.



## Zoning Case 2016-015

**An Ordinance of the City of Plano, Texas, amending Section 8.200 (Terms Defined) of Article 8 (Definitions), Sections 14.100 (Residential Districts Use Table), 14.200 (Nonresidential Districts Use Table), and 14.300 (Use Table Notes) of Article 14 (Allowed Uses and Use Classifications), and Section 15.900 (Outdoor Athletic Facilities) of Article 15 (Use-specific Regulations) of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, pertaining to service yards in public parks and fencing of outdoor recreation facilities; 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 28th day of June, 2016, for the purpose of considering a change in the Zoning Ordinance; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 28th day of June, 2016; and

**WHEREAS**, the City Council is of the opinion and finds that such change would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

**Section I.** Section 8.200 (Terms Defined) of Article 8 (Definitions) of the Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended, such additional definition to read in its entirety as follows:

## Park/Playground

Any tract of land or outdoor facility accessible and open for use by the general public for active or passive recreational purposes, including but not limited to, playgrounds, swimming pools, outdoor recreation facilities, trails, nature preserves, and greenbelts.

**Section II.** Sections 14.100 (Residential Districts Use Table), 14.200 (Nonresidential Districts Use Table), and 14.300 (Use Table Notes) of Article 14 (Allowed Uses and Use Classifications), of the Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended, such portions of sections to read as follows:

### Section 14.100 (Residential Districts Use Table)

RESIDENTIAL ZONING DISTRICTS																	
Permitted Uses	Use Category	A-Agricultural	ED-Estate Development	SF-20 – Single-Family-20	SF-9-Single-Family-9	SF-7-Single-Family-7	SF-6-Single-Family-6	UR-Urban Residential	PH-Patio Home	SFA Single-Family Attached	2F-Two-Family Attached Duplex	GR-General Residential	MF-1-Multifamily-1	MF-2-Multifamily-2	MF-3-Multifamily 3	MH-Mobile Home	
Service Yard (Public or Utility)	Trans., Utility, & Comm.	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
		50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50

### Section 14.200 (Nonresidential Districts Use Table)

NONRESIDENTIAL ZONING DISTRICTS															
Permitted Uses	Use Category	O-1 Neighborhood Office	O-2 General Office	R Retail	LC Light Commercial	CC Corridor Commercial	UMU Urban Mixed-Use	BG Downtown Business/Government	CB-1 Central Business-1	CE Commercial Employment	RE Regional Employment	RC Regional Commercial	RT Research/Technology Center	LI-1 Light Industrial-1	LI-2 Light Industrial-2
Service Yard (Public or Utility)	Trans., Utility, & Comm.	S	S	S	S	S		S	P	P			S	P	P
		50	50	50	50	50		50	50	50			50	50	50

### Section 14.300 (Use Table Notes)

Number	End Note
50	Allowed by right as an accessory use to a park/playground if located a minimum of 150 feet from a residential property line and screened from view of adjacent streets and properties.

**Section III.** Section 15.900 (Outdoor Athletic Facilities) of Article 15 (Use-specific Regulations), of the Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended, such section to read in its entirety as follows:

**Section 15.900 (Outdoor Recreation Facilities)**

.1 Outdoor recreation facility fencing and equipment must not exceed 30 feet in height.

.2 The following criteria shall apply to all outdoor recreation facilities except for publicly-owned neighborhood parks as designated on the Park Master Plan contained within the Comprehensive Plan:

**A.** Bleachers shall be set back a minimum of 100 feet from a residential zoning district boundary line or from a residential property line.

**B.** Backstops shall be set back a minimum of 150 feet from a residential zoning district boundary line or from a residential property line.

**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 28TH DAY OF JUNE, 2016.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

**APPROVED AS TO FORM:**

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Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		06/28/2016			
Department:		Police			
Department Head		Gregory W. Rushin			
Agenda Coordinator (include phone #): <b>Pam Haines, ext 2538</b>					
<b>CAPTION</b>					
Public Hearing and consideration of a Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney and the Collin County Sheriff's Office for the disbursement of the 2016 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	FY 2015-16 thru FY 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	21,950	0	<b>21,950</b>
BALANCE		0	21,950	0	<b>21,950</b>
<b>FUND(S):    POLICE GRANTS FUND</b>					
<p><b>COMMENTS:</b> This grant contract, if approved, provides total funding in the amount of \$50,453 and approves an interlocal cooperation agreement between the City of Plano, the City of McKinney, and the Collin County Sheriff's Office for the disbursement of the 2016 Byrne Justice Assistance Grant (JAG), for the purpose of purchasing equipment resources for the respective Police departments. The resolution and grant agreement establishes the City of Plano as fiscal agent for the disbursement of funds to the City of McKinney, \$11,854; and the Collin County Sheriff's Office, \$16,649; leaving the City of Plano Police Department, \$21,950 of the awarded funds. The agencies have three years to expend their allocated funds by the 09/30/2019 deadline.</p> <p><b>STRATEGIC PLAN GOAL:</b> Acceptance and administration of Federal Grant Funds relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The United States Department of Justice, pursuant to the amendments made by Section 201 of H.R. 3036 of the 108<sup>th</sup> Congress, as passed by the House of Representatives on March 30, 2004, has offered the City of Plano, the City of McKinney and Collin County Sheriff's Office a grant totaling \$50,453 for the purpose of purchasing equipment resources for their respective departments. The City of Plano being the fiscal agent will disburse to the City of McKinney \$11,854, and the Collin County Sheriff's Office \$16,649 from the total amount awarded,</p>					



# CITY OF PLANO COUNCIL AGENDA ITEM

leaving the City of Plano \$21,950 of the awarded funds. The effective grant period will be October 1, 2015 thru September 30, 2019.


List of Supporting Documents:  
Memo, Resolution, Exhibits A & B

Other Departments, Boards, Commissions or Agencies

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# Memorandum

**Date:** June 7, 2016  
**To:** LaShon Ross, Deputy City Manager  
**From:**  Gregory W. Rushin, Chief of Police  
**Subject:** 2016 Edward Byrne Memorial Justice Assistance Grant

On June 28, 2016 the City Council will be asked to adopt a resolution authorizing the City of Plano to participate in, and receive funding through, the 2016 Byrne Justice Assistance Grant program. The grant will provide the Plano Police Department, McKinney Police Department and Collin County Sheriff's Office with \$50,453 to be used towards the purchase of necessary equipment for Police resources.

This grant was established under the authority of Public Law 109-162 (Jan 5, 2006) Title XI – Department of Justice Reauthorization, Subtitle B – Improving the Department of Justice's Grant Programs, Chapter 1 – Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111., Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, and authorizes you to execute any and all documents necessary to effectuate the action taken.

Prior to the awarding of the funds, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance requires, as a part of the application process, the jurisdiction receiving the funds hold at least one public hearing regarding the proposed use of funds. Plano Police Department's portion of \$21,950 will be used to purchase two Forensic Recovery of Evidence Devices used to forensically extract digital evidence from electronic media. The public hearing scheduled for the June 28, 2016 Council Meeting is to meet these requirements and consider the disbursement of these grant funds.

The Plano Police Department has been designated as the fiscal agent for these funds and equitable sharing has been determined to be McKinney Police Department \$11,854, Plano Police Department \$21,950 and Collin County Sheriff's Office \$16,649.

This is the twelfth grant offered through the Byrne Justice Assistance Grant since the merger of the Byrne Grant Program and Local Law Enforcement Block Grant (LLEBG).

There is no cash match for this grant.

GWR/ph

**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney and the Collin County Sheriff's Office for the disbursement of the 2016 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

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

**WHEREAS**, the City of Plano, the City of McKinney, and the Collin County Sheriff's Office have previously agreed that Plano Police Department would serve as Fiscal Agent for the 2016 Edward Byrne Justice Assistance Grant (JAG); and

**WHEREAS**, the City Council has been presented a proposed Interlocal Agreement and Memorandum of Understanding, by and between the three (3) entities providing the disbursement amount and expenditure method, substantial copies of which are attached hereto as Exhibits "A" and "B" respectively and incorporated herein by reference (hereinafter called "Agreements"); and

**WHEREAS**, citizens were provided an opportunity to comment during a public hearing on the proposed Agreements as required by the terms of the JAG Grant application process; and

**WHEREAS**, these Agreements are made under the authority of Public Law 109-162 (Jan 5, 2006) Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of these Agreements is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under these agreements; and

**WHEREAS**, upon full review and consideration of these Agreements, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved.



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

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

**Section II.** The City Manager or his authorized designee is hereby authorized to execute the Agreements 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 Agreements.

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

**DULY PASSED AND APPROVED** this the 28th day of June, 2016.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**EXHIBIT "A"**

GMS APPLICATION NUMBER 2016-H2850-TX-DJ

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PLANO, CITY OF MCKINNEY, AND  
THE COLLIN COUNTY SHERIFF'S OFFICE OF COLLIN COUNTY, TEXAS FOR THE  
DISBURSEMENT OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT  
(JAG) AWARD**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Plano, acting by and through its governing body, the City Council, hereinafter referred to as City of Plano; the City of McKinney, acting by and through its governing body, the City Council, hereinafter referred to as City of McKinney; and the Collin County Sheriff's Office, hereinafter referred to as CCSO, collectively (the "Parties" or each "Party").

**WHEREAS**, the Parties have previously agreed that Plano Police Department would serve as Fiscal Agent for the Edward Byrne Memorial Justice Assistance Grant Formula Award, (hereafter the "JAG Award"); and

**WHEREAS**, this Agreement is made under the authority of Public Law 109-162 (Jan 5, 2006) Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111, Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program; and

**WHEREAS**, the governing body of each Party, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, the governing body of each Party finds that the performance of this Agreement is in the best interests of the Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the Parties believe it to be in their best interests to reallocate the JAG Award funds.

**NOW THEREFORE**, the Parties agree as follows:

1. City of Plano agrees to forward to CCSO a total of **\$16,649.00** of the JAG Award funds which will be used by CCSO to purchase a contraband team kit with fiber scope and density meter to be used in Patrol and Investigation Environments.
2. City of Plano agrees to forward to the City of McKinney a total of **\$11,854.00** of the JAG Award funds which will be used by the City of McKinney to purchase bicycles for the Neighborhood Police Officer Unit and radar unit for the traffic unit.

3. City of Plano agrees to keep the remaining total of **\$21,950.00** of the JAG Award funds which will be used by the City of Plano to purchase two Forensic Recovery of Evidence Devices used to forensically extract digital evidence from electronic media.

4. Nothing in the performance of this Agreement shall impose any liability for claims against any of the Parties other than claims for which liability may be imposed by the Texas Tort Claims Act.

5. Each Party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

6. The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

7. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein.

**CITY OF PLANO, TEXAS,**

By: \_\_\_\_\_  
Bruce D. Glasscock  
City Manager

By: \_\_\_\_\_  
Gregory W. Rushin  
Chief of Police

**COLLIN COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_  
Terry Box  
Collin County Sheriff

By: \_\_\_\_\_  
Keith Self  
Collin County Judge

**CITY OF MCKINNEY, TEXAS**

By: \_\_\_\_\_  
Tom Muehlenbeck  
Interim City Manager

By: \_\_\_\_\_  
Greg Conley  
Chief of Police

**EXHIBIT "B"**

**GMS APPLICATION NO. 2016-H2850-TX-DJ**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COLLIN COUNTY SHERIFF'S OFFICE, THE CITY OF MCKINNEY,  
AND THE CITY OF PLANO, TEXAS REGARDING THE 2016 BYRNE JUSTICE  
ASSISTANCE GRANT (JAG) PROGRAM**

This Memorandum of Understanding sets forth the agreement by and between the Collin County Sheriff's Office, the City of McKinney, and the City of Plano, Texas regarding the application process of the 2016 Byrne Justice Assistance Grant (JAG) Program Award.

The City of Plano agrees to be the applicant/fiscal agent of the 2016 Byrne Justice Assistance Grant (JAG) Program.

The funds for this grant will be distributed as follows:

McKinney Police Department	\$11,854.00
Plano Police Department	\$21,950.00
Collin County Sheriff's Office	<u>\$16,649.00</u>
Total funds from the JAG	\$50,453.00

The Collin County Sheriff's Office, the City of McKinney, and the City of Plano, Texas agree to enter into an agreement setting forth the terms and conditions regarding the administration of the 2016 Justice Assistance Grant (JAG) Program Award.

**COLLIN COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_  
Terry Box  
Collin County Sheriff

By: \_\_\_\_\_  
Keith Self  
Collin County Judge

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Bruce D. Glasscock  
City Manager

By: \_\_\_\_\_  
Gregory W. Rushin  
Chief of Police

APPROVED AS TO FORM

\_\_\_\_\_  
Paige Mims  
City Attorney

**CITY OF MCKINNEY, TEXAS**

By: \_\_\_\_\_  
Tom Muehlenbeck  
Interim City Manager

By: \_\_\_\_\_  
Greg Conley  
Chief of Police



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/28/16		
Department:		City Secretary		
Department Head		Lisa C. Henderson		
Agenda Coordinator (include phone #): <b>Alice Snyder, Ext. 7515</b>				
<b>CAPTION</b>				
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.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(S):    N/A</b>				
<b>COMMENTS:</b> 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.				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				

**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, 2016 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, 2016.

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

**DULY PASSED AND APPROVED this the 28<sup>th</sup> day of June, 2016.**

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/28/16		
Department:		City Secretary		
Department Head		Lisa C. Henderson		
Agenda Coordinator (include phone #): <b>Alice Snyder, Ext. 7515</b>				
<b>CAPTION</b>				
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.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): <b>N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact. <b>STRATEGIC PLAN GOAL:</b> 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.				
<b>SUMMARY OF ITEM</b>				
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, 2016, 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 28<sup>th</sup> day of June, 2016.**

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY